



Staff Report

To: Mayor and Town Council
From: Darci Carlson, Town Clerk
Date: June 2, 2022
Re: **RMP Memo of Understanding for the power box art project**

In the April 13, 2022 regular meeting, Council members approved a RAP tax application to wrap electric utility boxes with art. Rocky Mountain Power (RMP) owns the utility boxes and allows a municipality to cover them with art if a Memorandum of Understanding is signed. The MOU specifies terms regarding placement and maintenance of the artwork.

The Town Attorney reviewed the MOU provided by RMP and suggested a few edits as shown in the attached redline. RMP management has approved these changes. If approved by Council, the final MOU signed by the Mayor will include these edits.

MEMORANDUM OF UNDERSTANDING

Town of Springdale and Rocky Mountain Power

Re: Utility Box Painting
Date: June 8, 2022

Parties: This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into by and between the Town of Springdale ("Town") and Rocky Mountain Power ("RMP"). ~~The Town and RMP are at times collectively referred to as "Parties."~~

Purpose: The purpose of the MOU is to serve as the understanding between the ~~respective agencies~~ Parties with regard to the placement and maintenance of artistic ~~City-Town p~~Paintings by the ~~Town of Springdale ("Town")~~ on ~~Rocky Mountain Power ("RMP")~~ transformers and utility boxes ("box or boxes") located within ~~Town boundaries. Town.~~

~~This memorandum only addresses Town Paintings on boxes owned by RMP and located within Town boundaries.~~

AGREEMENT

~~MOU Term~~**Effective Date and Termination:** The MOU is effective on the date that it is signed by the ~~respective Parties~~ authorized ~~representative parties~~. The MOU shall remain in effect until terminated, modified, or amended in writing by either party. Termination of the MOU, with or without cause, shall occur upon a 10 business-day written notice. Mutually agreeable amendments may be made between the parties, so long as the amendments are in writing.

Selection of Art and Removal Terms: Town will establish a process that will govern the review, approval, and documentation of painting installations on boxes. Town 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 Town policies.

An RMP representative may be consulted during the selection process by the Town to ensure RMP does not object to the proposed painted art. If RMP is not consulted and subsequently objects to an installed painted art Town will remove the painted art within 30 days after written notice from RMP.

Installation and Maintenance Terms: Town agrees to fund, install, and maintain artistic painted art placed by the Town on ~~certain RMP-owned~~ boxes located within the Town. The painted art will not cover the safety signs or equipment identification on the box. The painted art shall not be installed where it will prevent the operation of the box. This includes but is not limited to the door opening, handle operation, and security locking mechanism. The painted art will not be installed on the radiator of the transformer or venting on other equipment. The painted art will not be installed to damage the existing paint surface. No scraping or sanding of OEM paint, no razor blades are to be used to score any masking tape applied.

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Town agrees to utilize only the outside of the box and shall not access the internal mechanisms of the box.

The Town may replace damaged painted art at Town's cost, and repair damage caused to the exterior of the box, if it is related to the installation of the painted art.

The Town is solely responsible to replace the painted art if RMP replaces or removes a painted box.

RMP will make the exterior of the boxes available to the Town for painted art installation and replacement painted art in the event the painted art is damaged.

RMP retains the discretion to remove painted art from any of its boxes without notice to the Town. RMP may re-paint boxes with standard green paint if maintenance is needed or if there are complaints about graffiti.

Damages: If the painted art causes damage to the utility equipment and results in premature failure, the Town is responsible for the replacement of the equipment. This includes any damages to the protective properties of the paint on the box. RMP may damage the painted art surface during operation and maintenance. The Town is responsible for the replacement of the damaged painted art.

Franchise Agreement Governing Ordinance: This ~~Agreement MOU~~ is governed by the Town Franchise Ordinance ~~Agreement, and a~~ Any applicable section of the ~~at~~ Town Franchise Ordinance may supersede or override any part, ~~or all, of all~~ of this ~~Agreement MOU~~. No other agreement, oral or otherwise, regarding the subject matter of this ~~Agreement MOU~~ shall be deemed to exist or to bind either party, or to vary any of the terms contained in this ~~Agreement MOU~~.

Professionalism and Civility: To ensure the successful placement of artistic Town painted art on RMP boxes, ~~the Parties agree to Town and RMP will continue to~~ communicate with professionalism and civility while working under this MOU. Nothing in this MOU is intended to deter, curtail, or discourage communication between the ~~respective agencies~~ Parties.

DATED this the 8th day of June 2022.

Barbara Bruno, Mayor of Springdale

Rocky Mountain Power

Attest: Darci Carlson, Town Clerk