



**CITY OF MOUNT VERNON  
CITY COUNCIL MEETING  
AGENDA  
September 8, 2021, 7:00 p.m.**  
Police Court Campus  
1805 Continental Place

**(Masks are required regardless of vaccination status)**

**To virtually attend the meeting, the public may:**

1. **Call the conference line:** 1-888-924-9240; Access Code: 3366211 (please 'mute' your phone, if possible, to minimize distractions)
2. **Watch the meeting live on TV10:** Comcast/Xfinity Channel 10
3. **Watch the meeting live, online:**  
[https://www.youtube.com/channel/UCUob\\_hcQUmd4S93YkletdrA](https://www.youtube.com/channel/UCUob_hcQUmd4S93YkletdrA)

**I. OPENING CEREMONIES**

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call of Councilmembers

**II. CONSENT AGENDA**

- A. Approval of August 25, 2021 Regular Council Meeting Minutes
- B. Approval of September 3, 2021 payroll checks numbered 110917 - 110942, direct deposit checks numbered 83893 - 84128, and wire transfers numbered 1010 – 1014 in the amount of \$971,547.79
- C. Approval of September 8, 2021 Claims numbered 14998 – 15000 and 15015 - 115107 in the amount of \$679,973.38
- D. Approval of Agreement 4107

**III. REPORTS**

- A. Committees
  1. Public Works and Library
  2. Public Safety
- B. Community Comments
  1. Review of Emails from the Public  
(Public comments may be sent via email to [council@mountvernonwa.gov](mailto:council@mountvernonwa.gov). The comments will be read aloud into the record during the public comment portion of the agenda. Please limit your comments to be read in three minutes or less. Email comments must be received by 4 p.m. on September 8, 2021.)
  2. Public Comments  
(This is an opportunity for Mount Vernon residents to address their City Council. Please limit comments to three minutes or less. Under normal circumstances, the Mayor and Council will not respond immediately to Community Comments. If you would like someone to follow-up with you regarding the topic of your comments, please leave your name and contact information on the form at the entrance of the Council Chambers.)

- C. Councilmember Comments
- D. Mayor's Report
- E. Committee Agenda Requests

**IV. UNFINISHED BUSINESS**

None

**V. NEW BUSINESS**

- A. Appointment of Planning Commission Member  
(Staff is requesting approval of the appointment of Andrew Vander Stoep to the Planning Commission.)  
*(required action – motion)*  
*(staff contact – Chris Phillips)*
- B. Approval of Agreements  
(Staff is requesting approval of six agreements for the purchase of emergent HVAC equipment for City Hall and Police Court Campus.)  
*(required action – motion)*  
*(staff contact – Chris Phillips)*
- C. Acceptance of Art Donation  
(Staff is requesting approval of the acceptance of four art sculptures donated by Hal and Hella Lee.)  
*(required action – motion)*  
*(staff contact – Jennifer Berner)*

Public Works and Library

**COMMITTEE MEETINGS**

6:00 p.m.

Next Ordinance            3837  
Next Resolution            1001



**DATE:** September 8, 2021  
**TO:** Mayor Boudreau and City Council  
**FROM:** Chris Phillips, Development Services Director  
**SUBJECT:** PLANNING COMMISSION APPOINTMENT – ANDREW VANDER STOEP

**RECOMMENDED ACTION:**

Council confirm the Mayor’s appointment of Andrew Vander Stoep to a vacant position on the Planning Commission.

**INTRODUCTION/BACKGROUND:**

This appointment will fill a vacant position on the Planning Commission. The term for this position concludes on 31 Dec 2021.

**FINDINGS/CONCLUSIONS:**

N/A

**RECOMMENDATION:**

Council confirm the appointment of Andre Vander Stoep to the Planning Commission. He will fill a vacant position whose term ends 31 Dec 2021.

**ATTACHED:**

Planning Commission Application



**DATE:** September 8, 2021  
**TO:** Mayor Boudreau and City Council  
**FROM:** Chris Phillips, Development Services Director  
**SUBJECT:** CITY HALL AND POLICE COURT CAMPUS EMERGENT HVAC EQUIPMENT REPLACEMENT

**RECOMMENDED ACTION:**

Council authorize the Mayor or her designated representative sign the Siemens - City Hall and Police Court Campus HVAC equipment contract.

**INTRODUCTION/BACKGROUND:**

City Council earlier this year appropriated funding for the purchase of needed City Hall and Police Court Campus HVAC equipment as follows:

APRA expenditure: \$522,000  
Emergent General Fund expenditure: \$100,000

City Staff was able to utilize Cooperative Contracting to significantly reduce the cost of these purchases.

**FINDINGS/CONCLUSIONS:**

The cost of HVAC equipment and controls systems provided below:

City Hall HVAC equipment contract costs:  $\$39,805.45 + \$300,915.00 = \$340,720.45$

HVAC Control System contract costs:  $\$61,521.62 + \$4,010.08 = \$65,531.70$

Police Court Campus contract costs:  $\$83,493.00 + \$20,761.20 = \$104,254.20$

Grand Total: \$510,506.35  
Savings are > than \$110,000

**RECOMMENDATION:**

Council authorize the Mayor or her designated representative sign the Siemens - City Hall and Police Court Campus HVAC equipment contract.

**ATTACHED:**

Contracts are attached.



**DATE:** September 8, 2021  
**TO:** Mayor Boudreau and City Council  
**FROM:** Jennifer Berner, Parks & Enrichment Services Director  
**SUBJECT:** DONATION OF ART SCULPTURES

**RECOMMENDED ACTION:**

Motion to accept four art sculptures donated by Hal and Hella Lee and authorize the Mayor to sign the Artist Agreement.

**INTRODUCTION/BACKGROUND:**

Hal and Hella Lee (Mount Vernon residents) approached the City asking to generously donate four art sculptures to the City. The Lee's invited the idea of the art sculptures being located in the Riverwalk Plaza as the sculptures have a water theme, two beaver sculptures and two otter sculptures. Staff met with Hal and Hella at the Riverwalk Plaza and determined there were several locations the sculptures could be placed and that they would be a welcomed addition to the City's public art collection. The four art sculptures are all ¼ inch thick cast bronze:

- \* (2010) Beaver with Stick – 12”H x 30”W x 11”D – 45 pounds - \$4,400
- \* (2010) Beaver with Pup – 11”H x 33”W x 17”D – 50 pounds – \$3,800
- \* (2018) Paired Otters – 13”H x 27”W x 20”D – 38 pounds - \$5,800
- \* (2019) Ayock Otter Stretching – 12”H x 41”W x 12”D – 45 pounds - \$4,200

The Arts Commissioners liked the art sculptures and agreed to recommend the donation of all four art sculptures with locations at the Riverwalk Plaza to the City Council.

The artist has agreed to enter into an Artist Agreement that articulates the intellectual property rights to the art, i.e., allowing the City to use a photo of the art in brochures, website, etc. Staff is coordinating the agreement with the artist.

**RECOMMENDATION:**

Staff recommends Council accept the four proposed art sculptures and authorize the Mayor to enter into an Artist Agreement with the artist.

**ATTACHED:**

Photos of the art pieces and the Artist Agreement

## **CITY OF MOUNT VERNON DONATION AGREEMENT FOR PUBLIC ART**

**THIS AGREEMENT** made and entered into on this 9<sup>th</sup> day of September 2021, by and between the **CITY OF MOUNT VERNON**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Georgia Gerber, whose address is 6790 hereinafter referred to as the "Artist" and Hal and Hella Lee, whose address is 2500 S. 18<sup>th</sup> Street, Mount Vernon, WA, hereinafter referred to as the "Donor"

**WHEREAS**, the Artist has created four pieces of art, Beaver with Stick, Beaver with Pup, Paired Otters, and Ayock Otter Stretching, known as "the Work"; and

**WHEREAS**, the Artist retained certain intangible rights and interest in the intellectual property of the Work; and

**WHEREAS**, the Donor has purchased the Work and has title and interest in the tangible property; and

**WHEREAS**, Artist and the Donor wish to donate the Work as well as associated intangible rights thereto; and

**WHEREAS**, the City finds the Work has value and the use of and marketing of its image is of worth to the City including value to tourism, increased marketing, enhancement of the City's brand, and promotion of City's aesthetic value.

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

1. **Acceptance of the Work.** The City hereby agrees to accept the Artist and Donor's donation of the below listed art pieces authored by the Artist.
  - ¼ inch thick Cast Bronze – Beaver with Stick – 12"H x 30"W x 11"D – 45 pounds
  - ¼ inch thick Cast Bronze – Beaver with Pup – 11"H x 33"W x 17"D – 50 pounds
  - ¼ inch thick Cast Bronze – Paired Otters – 13"H x 27"W x 20"D – 38 pounds
  - ¼ inch thick Cast Bronze – Ayock Otter Stretching – 12"H x 41"W x 12"D – 45 pounds
  
2. **Description of the Work.** The Works are ¼ inch thick cast bronze sculptures of beavers and otters that are each part of a numbered series; one of fifteen, a representation of which is attached hereto as exhibit "A" and incorporated herein by this reference.
  
3. **Title, Ownership, Copyright, Waiver.**  
Upon acceptance of delivery of the Work by the City and execution of this agreement, the Work shall be the property of, and title shall pass to the City. Except as provided herein, the Artist retains all reproduction rights under the Copyright Act of 1976, 17 U.S.C., Sections 101, et.seq. The Artist hereby grants to the City and its assigns an irrevocable license to make photographs, drawings, and other two dimensional or graphic reproductions of the artwork without prior consent of the Artist, including but not limited to reproductions used



in advertising, brochures, as part of a trademark or logo, media publicity, noncommercial reproductions in the City's portfolio of public art, catalogues, or other similar publications.

Furthermore, Artists consents to the Work to be installed at the City's discretion. In the event the City determines the Work must be repaired or modified the Artist waives the right to consult with the City regarding such repair or modification. If the City, in its discretion, determines to modify or repair the Work, the Artist shall have the right to require the City to remove any attribution of the Work to the Artist. Artist does not waive, and hereby reserves, any rights it may have pursuant to 17 U.S.C. §106A(a)(1), (2) to claim authorship of the Work and to prevent the use of his or her name as the author of any work of visual art not created by the Artist or in the event of modification of the Work

4. **Artist's Representation and Warrant.** Artist expressly represents and warrants that the Work is an original work of the Artist's creative efforts and has not infringe on another's copyright, or rights in trade or service marks. Artist agrees to defend and indemnify City from any and all claims and damages arising out of in whole or in part from acts, errors, omissions, copyright or property infringement, or negligent act of the Artist. The Artist expressly represents and warrants that the Work is free from any and all defects in material, workmanship, and fabrication. The Artist shall not be responsible for damage resulting from fire, vandalism, or acts of God.
5. **Risk of Loss.** Donar Hal and Hella Lee shall deliver the Work to the City of Mount Vernon Parks Office located at 1717 S. 13<sup>th</sup> Street, Mount Vernon, WA 98274. City shall bear risk of loss for any damage occurring after delivery, inspection, acceptance, and unloading of the Work to the location described herein.
6. **Removal or Disassembly.** The Artist understands that the Work is owned by the City. As such, at some time in the future, the City may move the Work to other locations or disassemble it. In the event of removal or disassembly, the City shall be responsible for moving and disassembly and shall bear the risk of loss. The City reserves the right to reinstall or dispose of the artwork at a different site or as it deems appropriate. Such determination shall be the sole right of the City.
7. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.
8. **Modification of Agreement.** This Agreement may be modified by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Artist.
9. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.

10. **Notices.**

A. Notices to the City of Mount Vernon shall be sent to the following address:

City of Mount Vernon  
Attn: Parks Director  
1717 South 13<sup>th</sup> Street  
Mount Vernon, WA 98274

B. Notices to the Artist shall be sent to the following address:

Georgia Gerber  
6790 Heggenes Road  
Clinton, WA 98236  
Email: Gerber@whidbey.com

11. **Venue/Choice of Law.** It is agreed that venue for any lawsuit arising out of this Agreement shall be Skagit County and that the laws of the State of Washington shall govern any dispute.

**IN WITNESS WHEREOF**, the City and Artist have executed this Agreement as of the date first above written.

**CITY OF MOUNT VERNON  
WASHINGTON**

**ARTIST**

By:

\_\_\_\_\_  
Jill Boudreau, Mayor

\_\_\_\_\_  
Georgia Gerber

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

**DONOR**

\_\_\_\_\_  
Becky Jensen, City Clerk

\_\_\_\_\_  
Hal Lee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Hella Lee

Date: \_\_\_\_\_

\_\_\_\_\_  
Kevin Rogerson, City Attorney

Date: \_\_\_\_\_

**Sculptures by Georgia Gerber, Whidbey Island Artist**

Two beaver sculptures and two otter sculptures



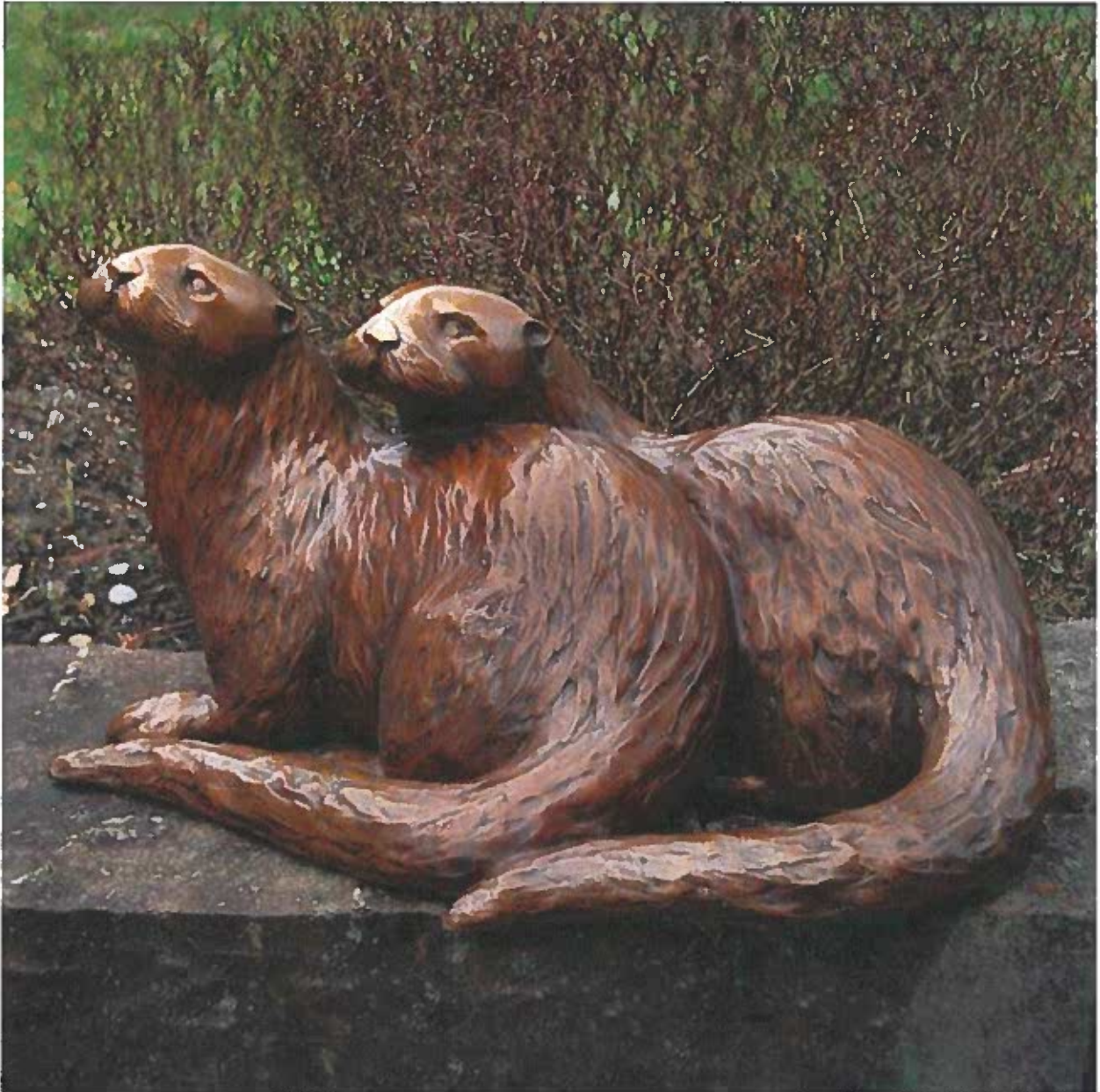
Beaver with Stick

12" H X 30" W X 11"D approx. weight 45 lbs.



Beaver with Pup

11" H X 33" W X 17"D approx. weight 50 lbs.



**Paired otters**

**13" H X 27" W X 20" D approx. weight 38 lbs.**



**Ayock Otter Stretching**

**12" H X 41" W X 12" D approx. weight 45 lbs.**