Arts Commission

Special Meeting:

Sculpture Park Stakeholder Meeting

January 8, 2020
Arts Commission

Agenda

January 8, 2020
CITY OF OAK HARBOR
ARTS COMMISSION
Special Meeting
AGENDA

*Wednesday*, January 8, 2020 4:00 PM – 5:00 PM
City Hall, 865 SE Barrington Drive, Council Chambers

1. ROLL CALL:  
   Freund, Karla¹  
   O’Connell-Balda, Nora²  
   Mason, Cynthia³  
   Kingsbury, Therese⁴  
   ___  
   Russell, J.R.⁵  
   Pohtilla, K.C.⁶  
   Gagnon, Rodric⁷  
   Sipes, Lowell Alternate⁸  

2. Excuse Absent Commissioners

3. Public Comment

4. Approval of December 12, 2019 Meeting Minutes

5. Sculpture Park Stakeholder Meeting

6. Other Projects

7. Next Meeting February 13, 2020

8. Adjournment
Arts Commission
Minutes
December 12, 2019
Regular Business Meeting

[table approval until next regular meeting]

January 8, 2020
From: Rodric Gagnon, Chair, City of Oak Harbor Arts Commission
To: City of Oak Harbor Arts Commission
Via: Blaine Oborn, City of Oak Harbor Administrator

Subject: Sculpture Park Conversations, Concerns, and Suggestions

The following is an outline of notes taken during conversations between myself and relevant parties concerning the proposed MOU/Lease of School District property to enable the creation of a sculpture park on the plot of land adjacent to the Oak Harbor Chamber of Commerce.

Dr. Lance Gibbon, Schools Superintendent, Dec 6, 2019

- Supports the project.
- Would like to see language in the MOU/Lease outlining the direct benefit to students in the district as well as to the community at large.
- Is concerned about potential negative public perception that could arise if the project is not properly executed, managed, and maintained.
- Believes that it may make more sense for the lease to be a joint lease including both the City and the Chamber, rather than a lease to the City, subletting to the Chamber.

Miranda Hoppock, Executive Director, Chamber of Commerce, Dec 5, 2019

- Supports the project.
- Is open to acting as a conduit for fundraising and procurement.
- The Chamber does not have the human capital to manage or maintain the facility directly.
- Supports the formation of a subcommittee within the Chamber, specifically designated to oversee fundraising, procurement, management and maintenance of the facility.

Kit Christopherson, High School Art Educator & Lowell Sipes, Middle School Art Educator, Dec 6, 2019

- Both support the project.
- Are encouraged by the potential opportunities for involvement by students and community members.
Proposed Language

The following are offered as examples of language for inclusion into the revised MOU/Lease, intended to provide a written commitment to local students and the community at large. This language should be revised and expanded during the upcoming Arts Commission Workshop.

- At a minimum, 10% of sculpture emplacement locations will be dedicated for use specifically by students within the Oak Harbor School District.
- At a minimum, 30% of sculpture emplacements will be dedicated for use by artists in the local community as venues for rotational sculpture consignment, free of charge to the artists.
- At a minimum, once per quarter, an art-focused event, class, workshop, or performance will be held on the premises, promoting the location as a dynamic community-based venue that creates opportunities for local artists.

Conclusion and Suggestions

In order to positively affect public perception, it is vital that the project does not break ground until sufficient funds and a fully-developed plan is in place to allow for professional and expedient establishment of the facility.

The Chamber Subcommittee will tentatively be led by Cynthia Mason, with subcommittee members to be determined.

I believe it necessary to hold, at a minimum, one group meeting between the following parties in order to fully identify and alleviate any concerns associated with the proposed MOU/Lease.

- Dr. Lance Gibbon
- Miranda Hoppock
- Blaine Oborn
- Kit Christopherson
- Lowell Sipes
- Representative from the Elementary School Art Program
- Representative from the Parks Department
- One or more representatives from the City Arts Commission

Proposed dates for a group meeting: January 8, 9 or 10, 2020.

Proposed dates for the next Arts Commission Workshop: January 6 or 7, 2020.

Rodric Gagnon
Arts Commission

Attachment

Draft Proposed Interlocal for Sculpture Park

January 8, 2020
INTERLOCAL LEASE AGREEMENT

LESSOR: Oak Harbor School District

LESSEE: City of Oak Harbor

PARCEL#: S7285-00-0C010-0

ABBREVIATED DESCRIPTION OF LEASED PREMISES: the portion of Oak Harbor School District property that is North of NE 4th Avenue, bounded by SR 20 to the West, and NE Izett Street on the East, and the property line to the North, EXCLUDING the portion of the Premises leased by the Oak Harbor Chamber of Commerce. (See Exhibit A for complete legal description and Exhibit B for the existing Chamber Lease.)

WHEREAS, Oak Harbor School District is a school district organized under RCW Chapter 28A; and

WHEREAS, the City of Oak Harbor, Washington, is a municipal corporation incorporated under RCW Chapter 35.02; and

WHEREAS, RCW 39.34 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities, and

WHEREAS, both entities are authorized to enter into agreements with the other, pursuant to RCW Chapter 39.34 (Interlocal Cooperation Act); and

WHEREAS, the City of Oak Harbor and Oak Harbor School District desire to execute an interlocal lease agreement for the purpose of the City (Lessee) leasing land owned by the District (Lessor) for the creation of a sculpture park.

WHEREAS, the City and District desire to set forth their agreement regarding the consideration the City must pay for the use of the District's property; and

WHEREAS, no separate entity will be created pursuant to this agreement; and

Lease Agreement - 1
WHEREAS, no jointly owned property will be acquired pursuant to this agreement.

This Agreement is made and entered into on the _______ day of ___________________, 2019, between OAK HARBOR SCHOOL DISTRICT (District), herein referred to as "Lessor", and the CITY OF OAK HARBOR (City), a municipal corporation of the State of Washington, located in Island, herein referred to as "Lessee".

In consideration of the mutual covenants herein set out, the parties agree as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises described in Section 1 constituting a portion of the Property legally described on Exhibit "A" hereto.

2. Term. The term of this lease begins on ___________ and continues for a three (3) year period, expiring on_________________. The agreement shall automatically renew for additional three-year periods unless terminated by either party. A party wishing to terminate must give at least two years notice.

3. Rent. For purposes of rent calculation, the parties agree that the premises consist of approximately 4 undeveloped acres, excluding the area leased by the Chamber of Commerce.

3.1 Annual Rent. Beginning ______, the Lessee shall pay Lessor annual rent at the rate of Two Thousand Dollars ($2000.00). Lessor shall submit an invoice and request for payment on a quarterly basis. Lessor will pay timely submitted and approved invoices within thirty (30) days of receipt.

4. Use of Premises.

4.1 Permitted Use. Lessee shall use the Premises for the purpose of creation of a sculpture park. Such use shall conform to applicable City ordinances and state and federal law and Lessee agrees that by taking possession of the Premises, Lessee has determined to its satisfaction that the Premises can be used for that purpose.

4.2 Restrictions on Use. Lessee may not use or occupy the Premises or the Property in violation of any law, ordinance, regulation or. Lessee may not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to other Lessees in the Property, nor may Lessee do anything that will cause damage to the Property.

5. Lessor Maintenance. Lessor shall continue to maintain and keep the Premises in good condition and repair throughout the Term. The Lessor shall maintain the immediate approaches and sidewalks clean and sightly (including policing the grounds), free
from ice and snow and from fire hazard and any other nuisance. Lessee shall compensate Lessor at a rate of $_________ for maintenance of the Premises.

5.1 **Trees.** The Premises contains a significant number of trees, some of which may constitute a hazard. Lessor is responsible for ensuring the health of the trees and removing those that it determines may cause injury or damage to the premises.

5.2 **Gravel Lot.** The Premises contains a gravel parking area directly abutting and accessing NE 4th Avenue. (See Exhibit C). This lot is used for Oak Harbor Middle School pick-up and drop-off. Lessor is responsible for maintenance of the gravel lot.

5.3 **Private Access Road.** A paved private access road adjacent to the Chamber of Commerce building winds through the Premises and connects Highway 20 to Izett Street. Lessor remains responsible for maintaining the private access road, to the extent that such maintenance is not contrary to the Lease Agreement with the Oak Harbor Chamber of Commerce.

6. **Utilities.** Lessee shall be responsible for all utility costs to provide water, sewer, storm sewer and solid waste to the Property.

7. **Liens.** Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

8. **Indemnification.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees, and further agrees to save, indemnify, defend, and hold the other party(ies) harmless from any such liability for the wrongful and/or negligent acts or omissions of the indemnifying party or of the indemnifying party’s officials, officers, agents, or employees.

It is intended that no liability shall attach to any party by reason of entering into this Agreement except as expressly provided herein.

9. **Insurance.** The Lessor and Lessee agree to maintain insurance in an amount and type that each party deems adequate and appropriate.

10. **Assignment, Subletting and Use Agreements.** Lessee intends to utilize the Property as a sculpture park. Such use will require the execution of Exhibition Agreements with various artist for placement of art pieces on and within the subject Property. Lessor expressly consents to such Agreements. The subject Property is also burdened by Use Agreements with the Lion’s Club and the Farmer’s Market. Lessee agrees to honor existing use agreements until such time as they expire or are terminated by mutual agreement.

Lease Agreement - 3
11. **Prior Agreements.** This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in the Lease, and no prior agreement, letter of intent or understanding pertaining to any such matter will be effective for any purpose. No provisions of this Lease may be amended or added to, except by an agreement in writing signed by the parties or their respective successors in interest.

12. **Surrender of Premises.** Upon the expiration or earlier termination of this Lease, Lessee shall peaceably surrender the Premises and all of the alterations and additions thereto, leave the Premises in as good order, repair and condition as was provided to Lessee on the Commencement Date.

15. **Severability.** Any provision of this Lease which proves to be invalid, void or illegal will in no way affect, impair, or invalidate any other provision hereof, and such other provisions will remain in full force and effect.

16. **Governing Law; Venue.** This Lease is to be governed by and construed in accordance with the laws of the State of Washington. Lessor and Lessee hereby agree that venue of any action between parties relating to this Lease will be in Island County, Washington.

CITY OF OAK HARBOR

By ________________________________

Robert Severns, Mayor

STATE OF WASHINGTON )
) ss:
COUNTY OF ISLAND )

THIS IS TO CERTIFY that on this ______ day of _____________________, __________, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Severns, to me known to be the Mayor of the City of Oak Harbor, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the City of Oak Harbor for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Print: ________________________________

NOTARY PUBLIC in and for the State of Washington, residing in ________________

Lease Agreement - 4
Commission expires: ________________

Oak Harbor School District

By ________________________________
Lance Gibbon, Superintendent

STATE OF WASHINGTON )
COUNTY OF ISLAND ) ss:

THIS IS TO CERTIFY that on this ________ day of ______________________, ________, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Lance Gibbon, to me known to be the Superintendent, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said ___ for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

______________________________
Print:

NOTARY PUBLIC in and for the State of Washington, residing in ________________
Commission expires: ________________

ATTEST:

______________________________
City Clerk

Lease Agreement - 5
Arts Commission

Attachment

Sculpture Park Presentation to Council Workshop April 24, 2019

January 8, 2020
Sculpture Park

General Information

OAK HARBOR ARTS COMMISSION
Gravel Pathways
Major Phases

- School Board Approval
- MOU
- Grind Stumps
  - Get Bids
  - Get Approval
  - Execute
- Concrete Pads
  - Get Bids
  - Get Approval
  - Execute
- Sculpture Acquisition
- Sculpture Movement
  - Movement
  - Installation
- Gravel Pathways
  - Get Bids
  - Get Approval
  - Execute
Sample of Current Sculptures Committed
Tables Decorated by Local Artists
(Examples)
Sample of Current Sculptures Committed
BENEFITS

- Provides a year-round tourist exhibit
- Contributes to overnight stays
- Highly visible location on SR-20
- Next to Chamber provides synergy and allows Chamber to help with promotion and supervision
- Promotes Creative Arts and will tie in with the concept of a Creative Arts District
- Great Synergy between City, Chamber, and OHSD
BENEFITS

Promotes the following Arts Commission goals:

- Foster arts and cultural programs for the enrichment of the city and its citizens.
- Foster the development of a local arts community.
- Coordinate and strengthen new and existing art organizations and develop cooperation with regional entities.
- Develop a program for public art.
- Further the vision of Oak Harbor as a vibrant and progressive community.
ARTS FUND EXPENSES TO CONSIDER

- Maintenance of property, including supplies and Parks Dept staff time
- Installation of bases, including Parks and Engineering Depts staff time
- Transportation, removal, and installation of art pieces, i.e. Parks Dept staff time and equipment
- Other staff administrative expenses
- Initial estimate of total annual costs is between $5,000 to $20,000
APPROVAL PROCESSES

- City Council must approve establishment of Sculpture Park and Interlocal Agreement with OHSD
- OHSD Board must approve establishment of Sculpture Park and Interlocal Agreement
- City Council must approve placement of City owned pieces in the Sculpture Park
- City Council must approve placement of leased pieces in the Sculpture Park (after Chamber review)
- Chamber will be the first-reviewer for non-City owned pieces (this allows the Chamber to refuse pieces which may be inappropriate or not in line with the vision)
- City Council must approve all associated expenses


**NEXT STEPS**

- Interlocal presented to City Council, likely May 21, 2019 Meeting
- Interlocal, if approved by City Council, will go through OHSD review and approval process
- Interlocal, once fully executed, would allow for ‘opening’ of the Sculpture Park
- City Council will need to approve placement of Joseph Kinnebrew Sculpture Collection
- City Council will need to approve standard lease agreement to be used with artists
- City Council will need to approve placement of leased pieces (after they have been approved by Chamber)
Arts Commission
Staff Report

Other Items

January 8, 2020
AGENDA ITEM 6: Other Projects

The Arts Commission should consider the next steps for the remaining piece from the Joseph Kinnebrew Sculpture Collection currently stored at the City’s Public Works’ facility. Included for reference are invoices from the work previously done for the other pieces from the collection. City Council approval will be needed for the additional expense for this piece.

ATTACHMENTS

1. Skagit Powder Coating Invoice 27786 Painting
2. Superior Systems Invoice S20183202 Repairs
Other Items

Attachment 1:

Skagit Powder Coating Invoice 27786
Painting

January 8, 2020
SKAGIT POWDER COATING, INC.
14805 JACKPOT LN

**Bill To**
CITY OF OAK HARBOR
865 SE BARRINGTON DR
OAK HARBOR, WA 98277
360-279-4753

**Ship To**
CITY OF OAK HARBOR
865 SE BARRINGTON DR
OAK HARBOR, WA 98277

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**CHARGES SPLIT BETWEEN BASE COAT AND TOP COAT FOR COLOR TRACKING PURPOSES ONLY.**

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<td>360-848-8916</td>
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**Total** | **$6,540.99**

**Payments/Credits** | **$0.00**

**Balance Due** | **$6,540.99**
## Invoice

### Details

- **Invoice Date**: 4/16/2019
- **Invoice #:** 27786

### Bill To

CITY OF OAK HARBOR  
865 SE BARRINGTON DR  
OAK HARBOR, WA 98277  
360-279-4753

### Ship To

CITY OF OAK HARBOR  
865 SE BARRINGTON DR  
OAK HARBOR, WA 98277

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**Phone #:** 360-428-0413  
**Fax #:** 360-848-8916  
**Website:** www.skagitpowdercoating.com
Other Items

Attachment 2:

Superior Systems Invoice S20183202
Repairs

January 8, 2020
# Invoice

**Sold To:**
CITY OF OAK HARBOR  
ATTN: ACCOUNTS PAYABLE  
865 SE BEARINGTON DRIVE  
OAK HARBOR, WA 98277

**Number:** 520183202  
**Date:** 2/13/2019  
**Customer PO:** KINNEBREW COLL.  
**Job Number:** 83423  
7379 2929  
7379 2929

## Description/Comments
- **REPAIRS TO (2) SCULPTURES**  
- OAK HARBOR ARTS COMMISSION  
- ORDER DATE: 12/12/18

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**Terms:** NET 30

| Subtotal before taxes | 5,818.30 |
| Total taxes           | 494.56   |
| Total amount          | 6,312.86 |
| Amount due            | 6,312.86 |

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**ARTS COM - Miscellaneous**  
work done in 2019

Arts Commission Meeting Packet  
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