



City of Ketchum
City Hall

November 30th, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Authorization and Approval of Agreement #22752 with Artist Jake Balcom

Recommendation and Summary

Staff is recommending Council to approve Agreement #22752 with artist Jake Balcom for a sculpture project at the new City Hall.

“I move to approve Agreement #22752 with artist Jake Balcom.”

The reason for the recommendation is as follows:

- The City Hall building should represent the City of Ketchum and be welcoming to passersby.
- The City has previously allocated these funds (June 2021) for use in art installations for City Hall.

Introduction and History

In early 2021, the Ketchum City Council hired Amy Westover, a Boise arts consultant to advise the City on where art could be utilized in the new City Hall, one identified location being the front entry/foyer. In mid-2021, the Ketchum Arts Commission (KAC) corroborated this finding and decided to pursue funding for a piece in this location, and others in the future, in accordance with the City's Percent for Art ordinance. City Council approved that funding in June 2021, and shortly after, the KAC issued a call for artists.

The KAC received 32 complete submissions. KAC juried applications, selected three finalists whom in turn, submit proposals for a piece in City Hall. After a second jury of proposals, the KAC and two guest jurors, Courtney Gilbert and Amy Westover, selected an artist's proposal. The selected artist will create a metal sculpture that will be installed in the upper story of the new City Hall's entry way. The Percent for Art allocation from the Capital Improvement Fund will fund the artist's stipend (\$30,000) which is inclusive of all artist fee, design, materials, engineering, fabrication, shipping and installation. The installation goal is March 1, 2022.

Jake Balcom is a metal sculptor currently living in Kansas City. He has been commissioned by private collectors, commercial developers, municipalities, and your average Joe to produce unique sculptures, lighting, and large-scale, public art installations. As varied as his work can be, Jake's work always has the same goal, to find the perfect symbiotic relationship between the concept, site, atmosphere, people, and art. He relies heavily on his passion for both organic forms found in nature, and mathematical geometry to create unique, visually stimulating pieces that result in a balanced, complementary contrast between the natural and industrial world.

Financial Impact

There is no new financial requirement or impact. All costs will be funded through the Capital Improvement Fund approved in June 2021 per the City's Percent for Art Ordinance.

Attachments: Agreement #22752
Purchase Order #22042
Artist Proposal

¹ <http://jakebalcomsculpture.com/>

**AGREEMENT #22752 BETWEEN THE CITY OF KETCHUM AND JAKE BALCOM
FOR THE COMMISSION OF A SCULPTURE ART PROJECT**

This agreement is entered into as of the _____ day of _____, 2021 by and between the City of Ketchum, a municipal corporation (hereinafter "City"), and Jake Balcom, an individual (hereinafter "Artist"); (hereinafter collectively referred to as "the Parties") for the purpose of creating a sculpture at the Ketchum City Hall.

RECITALS

WHEREAS, the City requires the services of an artist to create a sculpture in a public space; and

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Ketchum Arts Commission has selected the Artist based upon their work and qualifications; and

WHEREAS, the Artist and City wish to perform under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the Parties agree as follows:

AGREEMENT

DESCRIPTION OF SERVICES

Artist will design, fabricate and install a sculpture for the foyer at the City Hall.

PAYMENT FOR SERVICES

In exchange for the services, the City shall pay Artist a fee of Thirty Thousand Dollars (\$30,000) upon receipt of artwork and approval by a City Committee. This amount is inclusive of artist fee, design, materials, engineering, fabrication, shipping and installation.

TERMS

The work shall be performed by Artist or Artist Team. The work submitted by the Artist is original, solely owned by the Artist and reproduction will not violate the rights of any third party. The Artist shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Artist grant to a third party the right to replicate the artistic designs and dimensions of the artwork, without the written permission of the City

Artist retains all rights to the artwork pursuant to the Copyright Act of 1976. The Artist grants to the City of Ketchum an unlimited, non-exclusive and irrevocable license to make reproductions of the artwork and the final designs to be used in brochures, media, publicity, marketing, social media, and catalogs or other similar publications.

The artwork is intended to remain in place indefinitely; however, the artwork may be removed at any time without notification of the Artist to accommodate replacement or repairs.

The City of Ketchum is not responsible for any third-party infringement of Artists' copyright and not responsible for protecting the intellectual property rights of Artist.

INDEPENDENT CONTRACTOR

Artist is not an employee, servant, agent, partner or joint venture of the City. The City shall determine the work to be done by Artist, but Artist shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Artist.

ARTIST RESPONSIBILITIES

Artist shall coordinate commencement of design on the effective date of this Agreement and complete the Scope of Services on or before Tuesday, March 1, 2022.

ARTIST'S INSURANCE

The City and Artist warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement

INDEMNIFICATION

Artist agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions or judgments for damages of injury to persons or property arising out of or resulting from the negligent performances or activities of Artist, Artist's agents, employees, or representatives under this Agreement.

NONASSIGNMENT

It is expressly agreed and understood by the Parties hereto that Artist shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of the City.

APPLICABLE LAW

Any dispute under this Agreement or related to this Agreement shall be construed in accordance with the laws of the State of Idaho.

SEVERABILITY

If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

NOW THEREFORE, by executing this Agreement, each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter into this Agreement on behalf of the entity for which they have signed.

CITY OF KETCHUM

ARTIST

Neil Bradshaw, Mayor

Jake Balcom

ATTEST:

Tara Fenwick, City Clerk



CITY OF KETCHUM
PO BOX 2315 * 480 EAST AVE. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 22042

| | |
|---|---|
| To: 5755 JAKE BALCOM 1519 CHERRY ST KANSAS CITY MO 64108 | Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340 |
|---|---|

| P. O. Date | Created By | Requested By | Department | Req Number | Terms |
|------------|------------|--------------|-----------------|------------|-------|
| 12/03/2021 | gbeiser | gbeiser | City of Ketchum | 0 | |

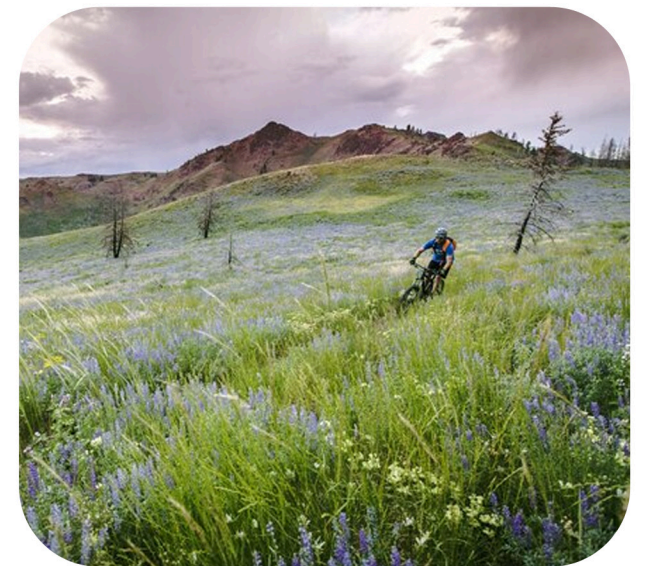
| Quantity | Description | Unit Price | Total |
|---------------------|---|------------|-----------|
| 1.00 | New City Hall % for the Arts Sculpture 93-4900-7500 | 30,000.00 | 30,000.00 |
| SHIPPING & HANDLING | | | 0.00 |
| TOTAL PO AMOUNT | | | 30,000.00 |

 Authorized Signature

Concept



To represent Ketchum as a beautiful outdoor destination for both winter and summer activities.



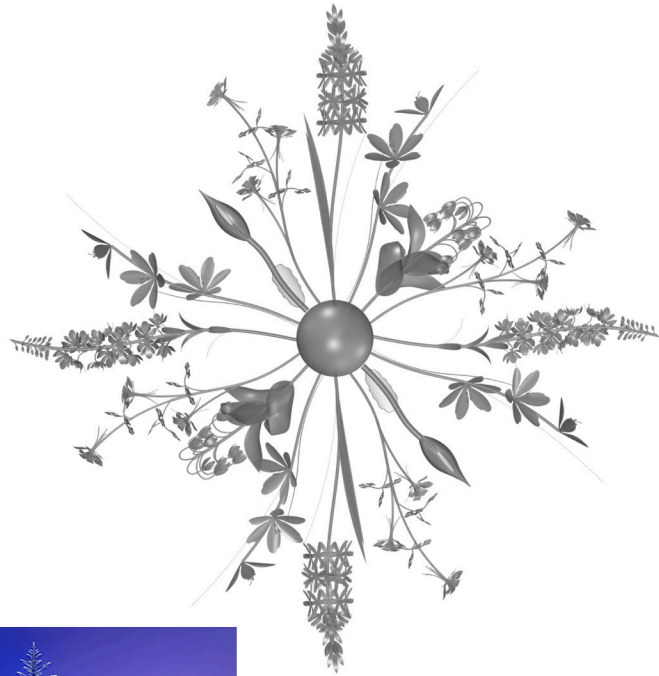
***Concept
Evolution***



***I chose two of Ketchum's
biggest draws as the main
design elements. Snow and
wild flowers.***



Snowflake



Wild Flowers



columbine



grass widow



fire weed



skunk cabbage



bluebells



wild hyacinth



Details

Size: 72" in diameter

Weight: 250-350 lbs

Materials: 304 stainless steel or 5052 aluminum depending on the market price of stainless. Metal prices, especially stainless steel, have been fluctuating wildly for the past 6 months. My preference is to fabricate the sculpture out of stainless and as of today, the prices allow for such. The finish will be a combination of satin and light polish to create texture and depth.

Fabrication: The flowers are fabricated using formed stainless sheet metal and stainless rods. Each flower component is fully welded, finished, and then passivated for long life. The individual flower components are connected to the hub via sockets and set screws which is explained further in the installation description.

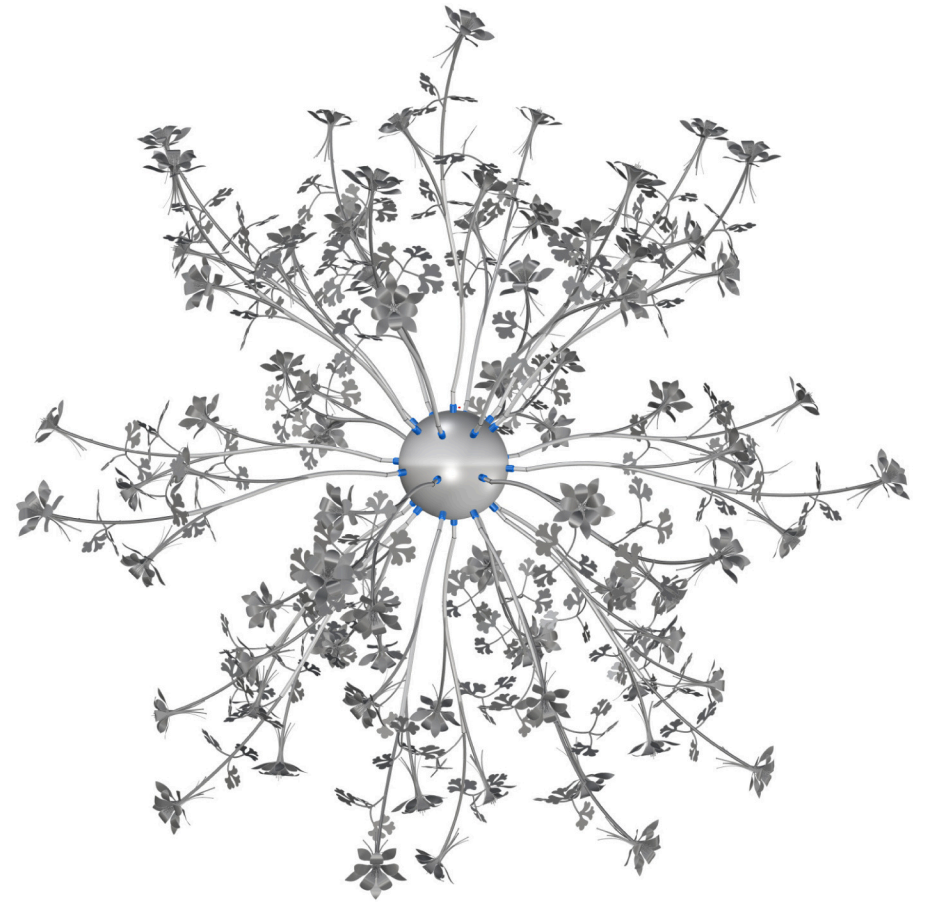
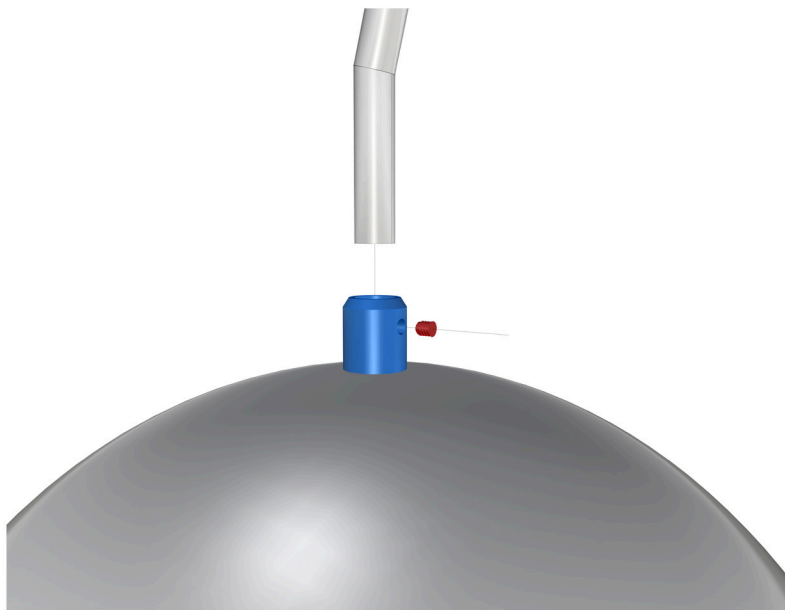


Maintenance: Virtually none. Both the stainless steel and aluminum are extremely weather resistant and durable. The indoor location drastically reduces the chance of rust or corrosion, but the stainless will be electropolished for a shiny finish and passivation.

Cleaning: Cleaning will mostly involve dusting the components of the sculpture. If a detailed cleaning or polishing is desired, each branch of the sculpture can be removed separately allowing one to clean just one branch or the whole sculpture.

Socket System

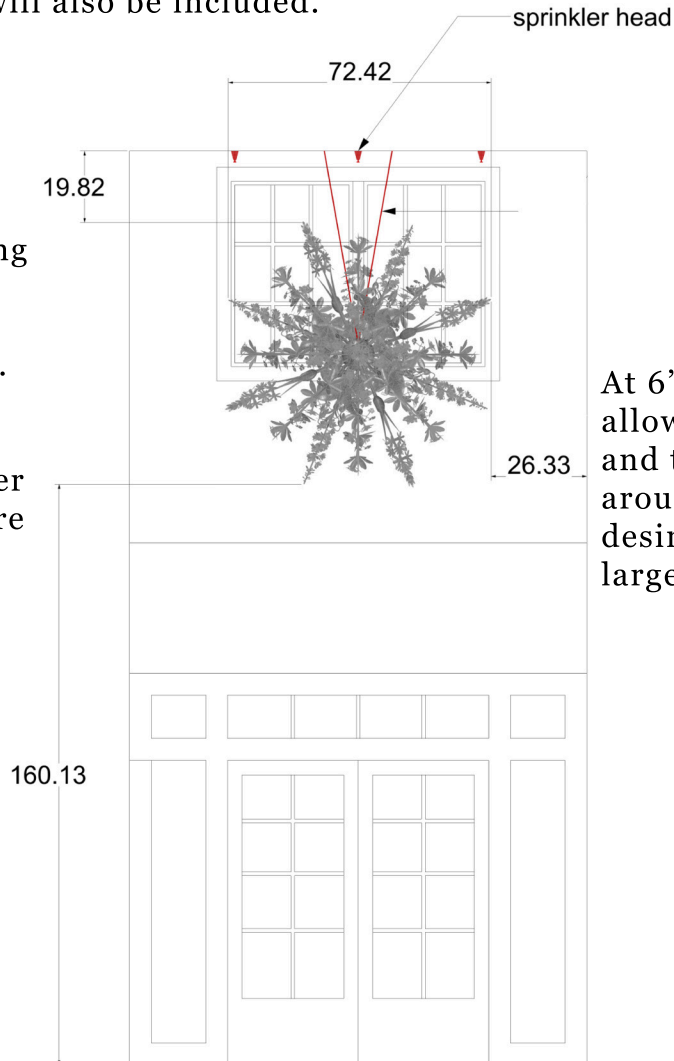
Individual flower elements are attached via a socket and set screw. The sockets are fabricated out of 304 stainless steel and fully welded to the stainless steel hub. Size of the socket and the set screw will be determined by an engineer.



Installation

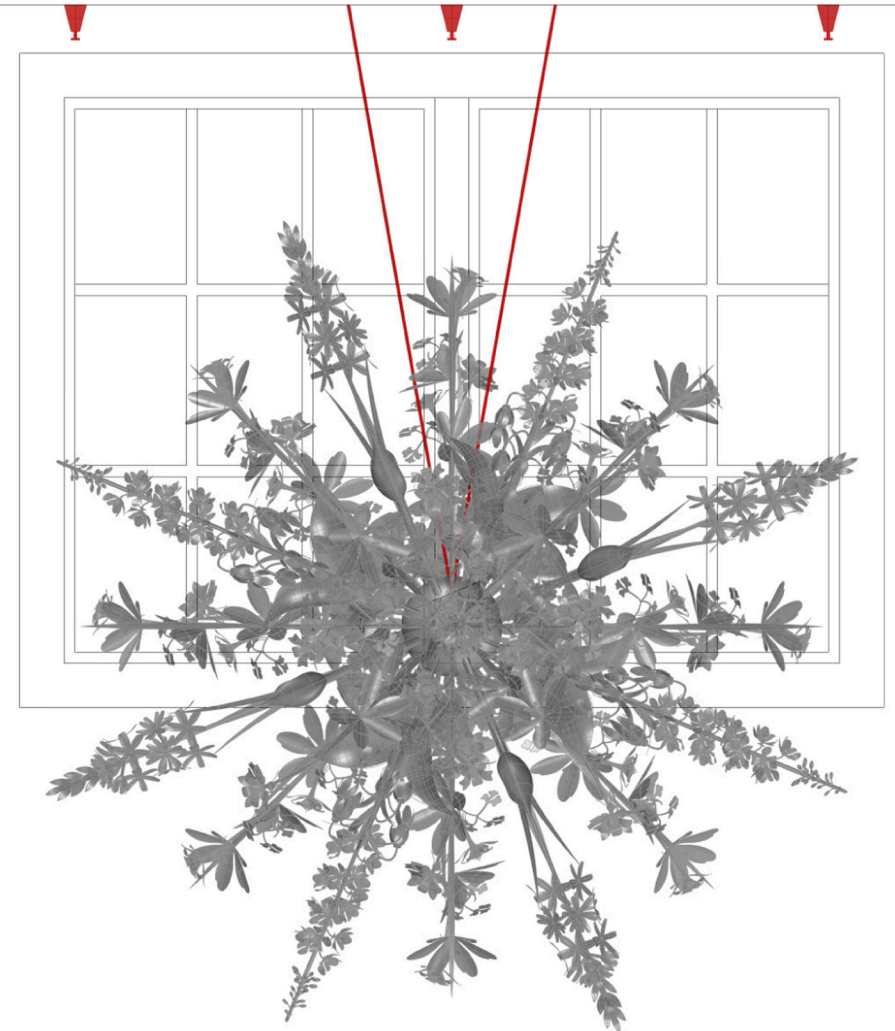
Installation is pretty straightforward. Using a scissor lift, the stainless steel hub is attached to the pre-installed hanging cables. The individual flower components are then attached via the socket and set screw. Total installation time is 3-6 hours. Removal is simply reversing the above steps. To make reinstallation easier, the sockets and their respective flower component will be inconspicuously stamped so one can just match the number on the flower with the number on the socket. A map and instructions will also be included.

The sculpture will hang about 20" below the ceiling to accommodate for the fire sprinklers. At this height, the sculpture can still be seen through the upper window. The sculpture can hang higher or lower if desired.



At 6' in diameter, the sculpture allows for about 2' between it and the wall for easier access around the sculpture. If desired, the sculpture could be larger or smaller

Two 1/8" stainless steel cables support the sculpture and prevent it from twisting. Each cable is rated for 1000 lbs. Turnbuckles will be used at the top of the cables to level out the sculpture. The cable and cable stops will be made according to specs provided by the engineer. Installation of cables to the ceiling will be performed by a licenced contractor.



Some close up views

