



City of Ketchum

December 20, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Donation Agreement #22753 with the Robert B. Burkheimer Living Trust

Recommendation and Summary

Staff is recommending the council adopt the following motion:

"I move to approve the donation from the Robert B. Burkheimer Living Trust in support of the Warm Springs Preserve property acquisition."

Introduction and History

The Warm Springs Preserve Committee is organizing a fundraising auction to raise funds towards the Warm Springs Preserve property acquisition. Committee member Bob Burkheimer has acquired 8 sculptures, painted by various artists, from local artist Russ Lamb. Mr. Burkheimer's donation will cover the acquisition prices of the sculptures.

The auction will run through the spring or until all art pieces have been purchased.

Sustainability Impact

There is no sustainability impact.

Financial Impact

The donation amount of \$29,000 is the exact cost of all 8 dog sculptures. Once the auction is complete and the sufficient funds have been raised, the City will pay the owner of the sculptures \$29,000. Funds raised in excess of the \$29,000 will be reserved toward the Warm Springs Preserve acquisition. In the event the effort to purchase the preserve is unsuccessful, any raised funds will then be transferred to the City Parks and Recreation Trust.

Attachment:

1. Donation Agreement #22753

DONATION AGREEMENT

This Donation Agreement is made effective to the 1st day of December, 2021 by and between the CITY OF KETCHUM (City), an Idaho municipal corporation, and ROBERT B. BURKHEIMER LIVING TRUST (Donor).

- A. The City is an Idaho municipal corporation and is empowered to accept donations and enter into agreements for the general welfare and benefit of the City.
- B. The City is eligible under Internal Revenue Code §170(c)(1) to receive tax-deductible charitable contributions exclusively for public purposes.
- C. Donor wishes to make a monetary charitable contribution to the City for a public purpose and in support of fundraising efforts by the City.
- D. Donor and the City have agreed upon the City's use of the donated funds to purchase a series of unique sculptures from Russ Lamb for use by the City in a fundraising auction.
- E. The Parties desire to enter into this Donor Agreement to further document the intent, purpose, and handling of the donated funds.

Therefore, the Parties agree as follows:

- 1. Donor has donated and the City, by execution of this Agreement, confirms acceptance of a charitable contribution in the amount of \$29,000.
- 2. The Donation is designated for the City to purchase from the Designated Artist a series of certain and unique fine art sculptures for City use and sale as auction items for purposes of fundraising on the City's effort to acquire certain real property for open space/parkland (Warm Springs Preserve).
- 3. All fundraising from the sculpture auction/sale effort will be designated to the account for funds being raised by the City to purchase the Warm Springs Preserve property. In the event the effort to purchase Warm Springs Preserve is unsuccessful, the specific raised funds hereunder will then be released into the City Parks and Recreation Trust designated for use in the City's discretion under the general purpose of supporting parks and recreation in the City of Ketchum.
- 4. The Parties understand that the goal is for the Donation to enable a City fundraising auction with anticipation that the proceeds of such City auction of sculptures will exceed the Donation amount. The Parties agree that neither party is guaranteeing such result and that no additional action or contribution by either party is required in the event the auction proceeds do not exceed the Donation amount.
- 5. The logistics and operation of the sculptures purchase and fundraising auction, including determination of winning bids, will be in the sole discretion of the City. In the event that

it is impossible, impracticable, or is otherwise determined by the City to not be able to hold or complete the fundraising auction, the City in its discretion may otherwise sell, manage, or dispose of the sculptures while preserving the intent that any proceeds received will be designated for the same parks and recreation purposes as if sold at the fundraising auction.

6. Donor Contact Information:

Robert B. Burkheimer Living Trust
PO Box 3118
Edmonds, WA 98020

7. City Contact Information:

City Administrator: Jade Riley
PO Box 2315
Ketchum, ID 83340
(208) 726-3841

8. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Idaho. Venue shall be in Blaine County, Idaho.

9. Entire Agreement: This document represents the entirety of the agreement between the City and Donor. No oral or other written contracts outside of this Agreement shall have any affect unless they are approved in writing by both parties and made a part of this Agreement.

10. Amendments: This Agreement may be amended only by an instrument in writing signed by the City and the Donor.

11. Term and Termination: This Agreement is effective to December 1, 2021 and may not be terminated or rescinded after execution by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective to December 21, 2021.

CITY OF KETCHUM, IDAHO

DONOR

By: _____
Neil Bradshaw
Mayor

By: 
Robert B. Burkheimer Living Trust

ATTEST:

Tara Fenwick
City Clerk