



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	Funding for the total \$40,000 in repairs (\$20,000 in Capital Contingency funding as approved by City Council and \$20,000 in Arts Commission funding) was already approved earlier this year. Available funds exist in the city's current fiscal year budget to complete these repairs.
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Attachments:

1. Memorandum of Understanding #26-007 <i>Homage to the Limber Pine</i> repairs.
2.



City of Ketchum

## MEMORANDUM OF UNDERSTANDING 26-007

City of Ketchum/Jason Middlebrook

### PARTIES

Effective on the 25th day of June 2026, this Memorandum of Understanding (MOU) is between Jason Middlebrook (Artist) and the City of Ketchum, a political subdivision of the State of Idaho (City).

### PURPOSE

The City of Ketchum purchased Jason Middlebrook's *Homage to the Limber Pine* in 2016. The artwork was installed in Ketchum's Little Park. While situated there, the artwork experienced some cracking and loss of tiles. As the artwork aged, the tile loss increased. When the sculpture was removed from Little Park, because of renovations to the site, the loss of tiles was pronounced, and the Ketchum Arts Commission deemed it damaged and unacceptable for public display. Since then, the artwork has been decommissioned and placed in city storage. Ketchum Arts Commissioners have inspected the damage, determining, with the artist's input, that the work largely needs to be remade. After a number of meetings with the artist and discussions about the sculpture's construction process and materials, the Ketchum Arts Commission has recommended that the City work with the artist to repair and restore the artwork.

During the February 26, 2026, City Council meeting, the City Council agreed to pay for half (\$20,000) of the repairs and restoration costs from the City's Capital Contingency Fund, while the Arts Commission would be responsible for funding the remaining \$20,000 of repair and restoration expenses.

The purpose of this MOU is to formalize the terms of repair work and demonstrate the shared commitment of both parties to the successful reinstallation of this work of art, which is intended to provide city beautification, create a sense of place, and provide additional opportunities for the public to enjoy arts and culture for free.

### AGREEMENT

#### Specifics of Restoration

The City of Ketchum and the Ketchum Arts Commission agree to pay Jason Middlebrook \$40,000 in total to travel to Ketchum, Idaho, to repair/restore *Homage To the Limber Pine* to its original shape and height. Supplies for the restoration will be provided by the artist. It is agreed that the artwork's restoration will be completed in such a way that the City will be able to secure the artwork to a concrete pedestal that is located outdoors at Warm Springs Preserve in Ketchum, in keeping with the original intention of the piece. It is also understood that the artist has had recent experience and done sufficient research on restoration materials, and that the artwork will be able to withstand exposure to Idaho's severe swings in temperature. Understanding that no amount of exposure and wear and tear can be exactly presumed, it is the assumption of the City of Ketchum and the Ketchum Arts Commission that once restored, the artwork should be stable and not require further major repairs for at least 20 years after the repair/restoration is complete.

Should the artwork experience significant deterioration that is a result of typical outdoor exposure in Idaho during that time (2026-2046), it will be the responsibility of the artist to repair the artwork at no cost to the City of Ketchum.

In addition to the \$40,000 fee, the City of Ketchum agrees to provide the artist, Jason Middlebrook, and one assistant with housing/lodging accommodations and a sheltered shop space to conduct the repairs for up to 3 weeks in the fall of 2026 to complete the restoration work. Prior to completion, the artist will review installation instructions and any annual maintenance needs with City staff and appointed representatives of the Ketchum Arts Commission.

**BREACH OF PERMIT CONDITIONS**

In the event of a breach or violation of conditions included in this MOU, the City may notice and provide remedies and/or termination of the agreement.

**EXECUTION**

This MOU shall become effective upon signature and remain in effect through June 25, 2046. Its duration may be extended, reduced, or amended in writing by mutual agreement of the parties.

**Jason Middlebrook (Artist)**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**City of Ketchum**

By: \_\_\_\_\_

Its: \_\_\_\_\_