



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I move to approve Artist Agreement 25155 with Bob Wiederrick outlining the terms of ownership and liability related to the purchase of their artwork, Ascension.

Reasons for Recommendation:

- The Arts Commission conducted a call-for-artist in 2024 for a temporary artwork installation on the pedestal at the intersection of Sun Valley Road and Spruce Avenue. They selected Bob Wiederrick's work "Ascension". It has been on public display at that location since.
- The artist approached the Arts Commission about their desire to have the city purchase this sculpture to be on public display in perpetuity. They offered the work at a discounted cost.
- The Arts Commission has the authority to select and purchase artwork on the City's behalf, per Ketchum Ordinance 1168. They voted to purchase this artwork during their June 26 meeting using funds they already possess.
- The Arts Commission desires to memorialize the purchase, along with all legal responsibilities by the city and artist, which are outlined in the Artist Agreement. The City Council has the authority to adopt this artist Agreement.

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

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds to pay for the artwork exist in the Arts Commissions account. The Arts Commission has come to an agreement with the artist to pay for the artwork in 4 annual payments, so other active art programming projects do not go unfunded over this term
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Attachments:

1. Artist Agreement 25155 with Bob Wiederrick
2. Exhibit A: Sculpture “Ascension” by Bob Wiederrick
3. Purchase order 25155

Artist Agreement #25155
Bob Wiederrick

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the CITY OF KETCHUM, an Idaho municipal corporation (“City”) and Bob Wiederrick (“Artist”).

RECITALS

WHEREAS, the City is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, pursuant to Idaho Code §50-301, the City is empowered to enter into contracts as may be deemed necessary to promote the welfare of the City and its residents; and

WHEREAS, the City desired to purchase the sculpture “Ascension” from the Artist to be on public display in Ketchum city limits; and

WHEREAS, the Artist desires to sell the sculpture “Ascension” to the City for the amount of \$25,000 to be paid in four total installments: \$10,000 due before August 1, 2025; \$5,000 due before August 1, 2026; \$5,000 due before August 1, 2027; and \$5,000 due before August 1, 2028; and

WHEREAS, the City’s Arts Commission has the authority to select and purchase artwork on the City’s behalf, per Ketchum Ordinance 1168, and has voted to purchase this artwork with funds they already possess; and

WHEREAS, the City’s Arts Commission desires to memorialize the purchase, along with all legal responsibilities by the City and Artist, and the City Council has the authority to approve this artist Agreement.

NOW, THEREFORE, on the basis of the foregoing recitals, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made an integral part of this Agreement.
2. Artwork Display. The City has the right to keep the sculpture on display in its current location, at the intersection of Sun Valley Road and Spruce Avenue, or move it to be displayed at another public space if desired.
3. Maintenance and repairs. Once this Agreement is adopted, the City will be responsible for any and all maintenance or repairs for the sculpture, taking into account the recommendations of the Artist as stated in the maintenance criteria provided by the Artist. The City or its assigns agree to coordinate with the Artist on all repairs and restorations other than ordinary maintenance, which are made during the lifetime of the Artist. To the extent practical, the Artist shall be given

the opportunity to accomplish such repairs and restorations at their current hourly fee. If the City or its assigns and the Artist cannot agree regarding repairs, the City or its assigns may accomplish such repairs as it deems necessary. In that event, the City agrees to no longer represent the artwork as that of the Artist, upon receipt of a written request to that effect from the Artist.

4. Alterations and modifications. The City will not alter, modify, or change the artwork without reaching an agreement with the Artist regarding the proposed change, alteration, or modification. In the event that the Artist and the City are unable to reach an agreement regarding alterations or modifications of the artwork, the following terms and conditions shall apply:
 - a. The request for alterations or modifications shall first be submitted to and considered by the Ketchum Arts Commission for a written opinion regarding the proposed alterations or modifications.
 - b. In the event the Artist disagrees with the decision of the Ketchum Arts Commission, either may appeal to the City Council in writing.
 - c. The City Council shall have the non-delegable duty to review and affirm or reverse the decision made by the Ketchum Arts Commission. The decision of the City Council shall be final.
 - d. If alterations or modifications should occur, the work will no longer be represented as the work of the Artist, without the Artist's written permission.
5. Property Rights and Rights of Reproduction. The parties to this Agreement hereby mutually agree that ownership of the physical piece of artwork, including all responsibilities, such as maintenance, repairs, and insurance, shall be transferred from the Artist to the City. Both parties also agree that if any patentable or copyrightable material or article should result from the artwork described herein, all rights accruing from such material or article shall be the sole property of the Artist.

The Artist retains all intellectual property rights, in and to any designs, artwork and other deliverables hereunder, except that if the City is not in breach of any of its obligations to the Artist under this Agreement, the City shall have the exclusive, limited, irrevocable right and license in perpetuity to use, reproduce and sell any such designs, artwork and other deliverables. The Artist expressly reserves every right available to him at common law or under the Federal Copyright Act to control the making and dissemination of copies or reproductions of the artwork, except as those rights are limited by this Agreement. The Artist authorizes the City or its assigns to photograph, digitally and graphically reproduce by any and all means and media now or hereafter known, reproductions of the artwork without prior consent of or additional compensation due to the Artist if such reproductions are for non-commercial, informational, or educational uses, including but not limited to advertising, brochures, informational documents and similar material.

The City shall assure that all reproductions made by the City contain a credit to the Artist and a copyright notice substantially in the following form: "Title of the Artwork, © Copyright, Artist's name, date", in such a manner and location as shall

comply with the U.S. Copyright Laws.

6. Advertising and Recognition. The Artist's name will be included on any and all advertising, signage, or press releases associated with the artwork.
7. No Third Party Beneficiaries. By entering this Agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and Artist. No person shall claim any right, title, or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.
8. Compliance With Laws/Public Records. The Artist, its agents and employees shall comply with all federal, state, and local laws, rules, and ordinances. This Agreement does not relieve the Artist of any obligation or responsibility imposed upon the Artist by law. Without limitation, the Artist hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by the Artist for the City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 74-101 *et seq.*
9. Notice. All written communications under this Agreement shall be addressed as follows:

CITY:
City of Ketchum
Attn: City Administrator
P.O. Box 2315
Ketchum, Idaho 83340

Artist:
Wiederrick's Custom Metalworks
Attn: Bob Wiederrick
P.O. Box 792
Hailey, Idaho 83333

10. Miscellaneous.
 - a. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
 - b. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
 - c. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
 - d. Successors and Assigns. This Agreement shall be binding upon all successors, assigns, vendees, successors-in-interest, and heirs of the

Artist.

- e. Remedies. In the event of default by either party hereunder, the non-defaulting party shall be entitled to seek all available legal and equitable remedies, including, without limitation, specific performance.
- f. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- g. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- h. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
- i. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Fax copies of this Agreement and the original and fax signatures thereon shall have the same force and effect as original copies and signatures.
- j. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

CITY OF KETCHUM,
an Idaho municipal corporation

ARTIST

By: _____
Neil Bradshaw
Mayor

By: _____
Its: _____

ATTEST:

Trent Donat
City Clerk

EXHIBIT A: Sculpture “Ascension” by Bob Wiederrick, installed by the City of Ketchum at Sun Valley Road and Spruce Avenue





CITY OF KETCHUM

PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER

BUDGETED ITEM? ____ Yes ____ No

PURCHASE ORDER - NUMBER: 25155

To: 4426 WIEDERRICK'S CUSTOM METALWORKS 4051 GLENBROOK DRIVE P.O. BOX 792 HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
07/17/2025	KCHOMA	KCHOMA			

Quantity	Description	Unit Price	Total
1.00	Ascension Sculpture 93-4900-6820	25,000.00	25,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		25,000.00

Authorized Signature