



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve MOU #25-014 with The Community Library to define partnership roles and responsibilities for their proposed historic sculpture installation."

Reasons for Recommendation:

- The city supports the preservation of Ketchum's history and culture, and pursues opportunities to honor it and create programming around it.
- The city and The Community Library have partnered together on many programs and events. Specifically, the Library's Center for Regional History and Wood River Museum of History and Culture have played a major role in providing information, resources, and support for the city's historic and cultural programming, preservation, and event efforts.
- The Community Library is pursuing a historic sculpture installation in front of the Wood River Museum of History and Culture (580 4th St. E., Ketchum) in the near future.
- The following MOU would support this public installation through a partnership between the city and the Library and outlines the roles and responsibilities of each party.

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

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	Per the MOU, the Library would be responsible for the sculpture's creation and maintenance. They would own the sculpture and assume liabilities related to it. The city would help support the project by providing in-kind support for: • right-of-way permitting; • help planning the installation;
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	• public safety and ADA compliance; • and installation labor and hardware. At a later date, with City Council and/or Ketchum Urban Renewal Agency board support, the city may also consider funding additional installation improvements around the sculpture, including: • landscaping; • pavers or a pedestal; • or architectural services.
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Attachments:

1. MOU #25-014



City of Ketchum

MEMORANDUM OF UNDERSTANDING 25-014

City of Ketchum/The Community Library

PARTIES

Effective on the ____ day of _____ 2025, this Memorandum of Understanding (MOU) is between The Community Library (Library), an Idaho nonprofit organization, and the City of Ketchum, a political subdivision of the State of Idaho (City).

PURPOSE

The City and The Community Library have partnered together on many programs and events. Specifically, the Library's Center for Regional History and Wood River Museum of History and Culture have played a major role in providing information, resources, and support for the city's historic and cultural programming, preservation, and event efforts. The Community Library is pursuing a historic sculpture installation in front of the Wood River Museum of History and Culture (580 4th St. E., Suite 130, Ketchum) in the near future. The installation will be a life-sized depiction of George Blackmon by renowned classical figure sculptor Dana King. Blackmon was a freed slave and Black mining pioneer who came to the Wood River Valley in the late 1800s, working claims in the nearby Fourth of July Creek area into the 1930s. He is also the namesake of the nearby Blackmon Peak in the Sawtooth National Recreation Area's White Cloud Mountains. The Community Library will be raising funds for the creation of this historical work. The City wishes to support this public installation to preserve and celebrate the community's history and culture, and would like to partner with the Library on this project by providing access and permitting to provide for installation and location in the City right-of-way, along with creating the infrastructure to make it possible.

The purpose of this MOU is to formalize an understanding of the terms of this partnership and demonstrate the shared commitment of both parties to the successful completion of this sculpture installation.

AGREEMENT

Section I: Providing and preparing the right-of-way space for installation

- At a minimum, to the extent such can be done without the unreasonable interference with public safety considerations, the City will provide a 9 square foot space to install the sculpture in the right-of-way. The location will be positioned no further than 13 feet to the east or west of the Wood River Museum's front entrance, and no further than 18 feet to the north of the entrance (or 27 feet to the north of the front entrance, if the right-of-way were to be expanded in the future). (See Exhibit A attached for the approximate location). Adequate foundation and hardware to fasten the sculpture safely to the sidewalk will be provided by the City.
- The City will explore providing and installing additional infrastructure and complementary installations to create a public point of interest and gathering space around the installation, including but not limited to landscaping, benches, and lighting, dependent on funding

approval for these additions by the City Council and/or Ketchum Urban Renewal Agency. The City will provide architectural services to design any additional infrastructure or landscaping for the project, in close collaboration with the Library and the artist.

Section II: Permitting and approval of construction and installation in the right-of-way

- Upon submission by the Community Library, the City will timely process and consider right-of-way encroachment permit applications, in accordance with the standards under City Code, associated with both the installation and the long-term location for public display of the sculpture within the City right-of-way.
- Finding the sculpture to be of general public benefit and in the public interest, the City will cover or waive the fees for the reasonably necessary right-of-way encroachment permits and process.

Section III: Installation

- The City will provide all staffing, equipment, and supplies reasonably necessary (other than the sculpture itself) to install the sculpture and will work with The Community Library and the artist to ensure that the installation is completed to the satisfaction of the City and The Community Library.
- The Library shall be solely responsible for all costs and liabilities related to or arising from the transportation of the Art to and from the display site and its installation. The City has agreed to provide assistance by providing a concrete pad for installation and placing the artwork on the concrete pad, and requires the sculpture to be anchored into the pad. Despite the City's assistance, the Library remains solely responsible for all costs and liabilities related to or arising from the installation or removal of the sculpture.

Section IV: Ownership and responsibility

- The Library is responsible for all costs and ownership associated with the creation of the sculpture.
- The Library is responsible for all planning and costs to create, prepare, and transport the sculpture to the designated site.
- The Library is responsible for all liabilities for the sculpture, including maintenance or repair, and any insurance needed to protect the asset.
- The City is responsible for liabilities related to infrastructure placed in the right-of-way as part of the sculpture's installation that is not a part of the sculpture itself, including landscaping, benches, pavement, etc.

TERMINATION

This MOU may be terminated at the option of either party upon sixty days' notice. The parties will communicate and reasonably cooperate to minimize and mitigate any relocation burdens in the event of such a termination. In the event of termination of this contract, the sculpture must be removed or relocated by the Library from the location defined in the agreement within 90 days of termination.

BREACH OF PERMIT CONDITIONS

In the event of a breach or violation of permit conditions, including 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 in perpetuity. Its duration may be extended, reduced, or amended in writing by mutual agreement of the parties.

The Community Library

By: _____

Its: _____

City of Ketchum

By: _____

Its: _____

EXHIBIT A

GENERAL LOCATION FOR SCULPTURE INSTALLATION*

**Exact location dependent on potential right-of-way improvements*

