

ORDINANCE NUMBER 864

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, GRANTING TO SUN VALLEY CHAUFFEUR L.L.C. A NON-EXCLUSIVE FRANCHISE TO OPERATE LUXURY LIMOUSINES FOR HIRE WITHIN THE CITY OF KETCHUM, IDAHO, UNDER KETCHUM MUNICIPAL CODE 5.08.020; AND, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:

SECTION 1. GRANT OF AUTHORITY. There is hereby granted to Sun Valley Chauffeur L.L.C., herein called the "Grantee", non-exclusive privilege to franchise for a term of one (1) year from date hereof, to operate luxury limousines for hire on the streets, alleys, and public places of the City of Ketchum, Idaho, in conformance with the provisions of this Ordinance and Ketchum Municipal Code 5.08.020 as amended which is incorporated herein by reference.

SECTION 2. LUXURY LIMOUSINE REQUIREMENTS. Grantee shall comply with the terms, requirements and provisions of Ketchum Municipal Code 5.08.020 as amended during the term of this non-exclusive franchise.

SECTION 3. INSURANCE. Under acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a certificate evidencing the insurance of the Grantee against property damage and bodily injury as required under Ketchum Municipal Code 5.08.020 as amended. The City of Ketchum has been listed as a party to be notified by the insurance carrier upon revocation, termination or change in said insurance policy. The insurance carrier shall be lawfully authorized to do business in the State of Idaho.

SECTION 4. GRANTEE LIABILITY – INDEMNIFICATION. It is expressly understood and agreed by and between the Grantee and the City that the Grantee shall save the

City harmless and defend from all loss sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence on the part of the Grantee in any way connected with its operation of the luxury limousine business. The City shall notify the Grantee's representative in the City within ten (10) days after the presentation of any claim or demand, either by suit, or otherwise, made against the City on account of any negligence as aforesaid on the part of the Grantee. Furthermore, this grant of franchise shall not be deemed or construed to create any business relationship between the Grantee and the City of Ketchum, Idaho.

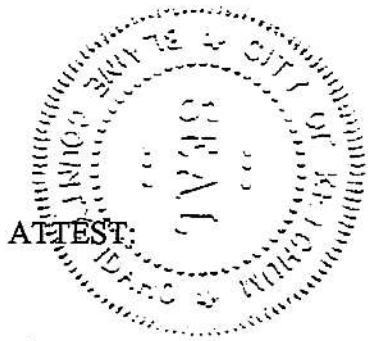
SECTION 5. RATES. The Grantee's rate charges for its service shall be subject to review and regulation by the City of Ketchum.

SECTION 6. TERMINATION. This franchise and all rights thereunder may be terminated by the City of Ketchum at any time on thirty (30) days written notice to the Grantee. The Grantee may terminate this franchise at any time upon thirty (30) days written notice to the City of Ketchum. Said notices shall be mailed through the United States Post Office with return receipt.

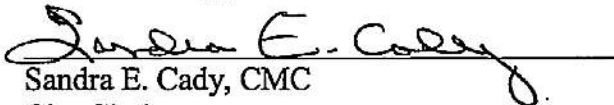
SECTION 7. ACCEPTANCE AND FRANCHISE FEE. The Grantee shall within five (5) days of the date of passage of this Ordinance signify its acceptance of the same in writing to the City Council.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect upon its passage, approval by the Mayor and the Council, and the submission by the Grantee of the insurance certificate as herein required, and due publication of this Ordinance according to law.

PASSED BY THE CITY COUNCIL this 16<sup>th</sup> day of April, 2001.

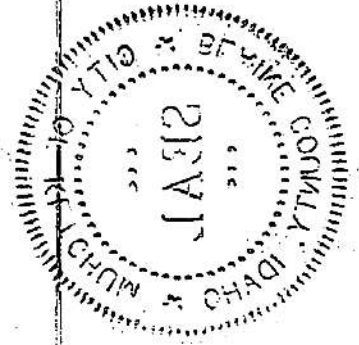


  
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GUY P. COLES  
Mayor

  
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Sandra E. Cady, CMC  
City Clerk

Publish: Idaho Mountain Express  
April 25, 2001

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This franchise ordinance and the provisions thereof are hereby accepted by the Grantee and the Grantee hereby covenants and agrees to operate said luxury limousine business in full compliance with this Ordinance, Ketchum Municipal Code 5.08.020 as amended and all other laws of the State of Idaho and City of Ketchum in any way pertaining thereto.

GRANTEE:

Sun Valley Chauffeur L.L.C.

By 