## ORDINANCE NUMBER 901

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, GRANTING TO RS VENTURES, INC., DBA BUCKBOARD TRANSPORTATION, A NON-EXCLUSIVE FRANCHISE TO OPERATE TAXICABS FOR HIRE WITHIN THE CITY OF KETCHUM, IDAHO, UNDER KETCHUM MUNICIPAL CODE 5.08.160; AND, PROVIDING FOR AN EFFECTIVE DATE.

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

There is hereby granted to RS Ventures, Inc., dba SECTION 1. GRANT OF AUTHORITY. Buckboard Transportation, herein called the Grantee, non-exclusive privilege of franchise for a term of one (1) year from date hereof, to operate taxicabs 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 5.08.160 as amended which is incorporated herein by reference.

SECTION 2. TAXICAB REQUIREMENTS. Grantee shall comply with the terms, requirements and provisions of Ketchum Municipal Code 5.08.160 as amended during the term of this non-exclusive franchise.

SECTION 3. INSURANCE. Upon 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 5.08.160 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 taxicab 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 there under 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 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 23th day of July 2002.

Mayor

Sandra E. Cady, CMC

City Clerk

Publish:

Idaho Mountain Express

June 26, 2002 & July 31, 2002

Leading Andrews May

entigación de la palar en encorrente presenta da les altres en la presenta de la companya de la companya de la e o domini del ello del di u distriction de la companya de la c 

ENTER DE CONTRA LA COMPRENE DE COMPRENE DE

par de la como de la fracció de la filipació d La filipació de la filipació d y ny tradaka kaominina dia kaominina mpikambaharan kaominina kaominina kaominina dia kaominina dia kaominina d free the standing a comment was a first than the standing

enter ett også det entert i transporter til generalt og 1,5 km. Fra 1,5 f. C. (1,5 f. C. (1,5 f. C. (1,5 f. C Henri i transporter for det transporter for det enter og 1,5 f. (1,5 f. C. (1,5 f. C. (1,5 f. C. (1,5 f. C. (1

there is unified but against the control of the residence of the first of the last and วัน ( เรา และที่ ( ) ผู้เกี่ยวสาราง เมษากำหนา ของสาร ผู้หัว สามารัก ได้ทำ ..... ครางเห็ว เรา∳อนสำหรัฐสามาราก (หร En Par Martin To grand to provide the property of principles of the Commercial provides and the Commercial Provide ้องคราว ว่าหนึ่งคราบ ท่าน เมื่อ ไร ใช้ เมษาโรส วง หุวหนาม คริการเป็น คริการเกาะ รร∐ เดริย์นี้ ครับ ไม้เรา โดยร to a some and was to the annex entertaint of the distribution of the solution of the solution

energe a comment to the first of the first o and the Santonia Control of the cont of Late that the Control of Anna Control of Anna Control of the C gitt ha antagitan ha sagitan apija na vija na amamin niimaa haa ka gitan ka 🖟 aa jii 🧸 sagita sagaa. i acrier amediared la gli i escara e en escencia de la religió a malada i escara. 🏚 e arresticas la les que l The contract of the state of th an do. . :

jan regionatidi. Elittotti jaa talaangta antiralay na yihiyan kanda ka ∭a kalabayah latra. randra dibility or with the contraction a prior of a little or the call or after any fitting of the along the death and the t de l'aldre d'anne des de l'été fighte partie d'ille 1914 de l'été de l'été de l'été de l'été de l'été de l'é Commandaire de la grégorie de la présent d'autre de l'été de l'été de l'été de l'été de l'été de l'été de l'ét La renche de la grégorie de la grégorie alle de l'été d A Barrier Barrier (1985)

transa kungiyat kewasilan salamata artis Armitya menangalah di Auli Sebi. Sebi. Aktal

30 - 1 2 3 4 5 5 E 2" Maria de percepción.

in the control of the

sent and comment in the service that the

This Franchise Ordinance and the provisions thereof are hereby accepted by the Grantee and the Grantee hereby covenants and agrees to operate said taxicab business in full compliance with this Ordinance, Ketchum Municipal Code 5.08.160 as amended and all other laws of the State of Idaho and the City of Ketchum in any way pertaining thereto.

GRANTEE: Rob Caesar

RS Ventures, Inc.

DBA BUCKBOARD TRANSPORTATION

Bv: