

ORDINANCE NUMBER 942

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, GRANTING TO AIRPORT CAB COMPANY, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DBA AIRPORT CAB COMPANY A NON-EXCLUSIVE FRANCHISE TO OPERATE TAXICABS FOR HIRE WITHIN THE CITY OF KETCHUM, IDAHO, UNDER KETCHUM MUNICIPAL CODE 5.08.150 *ET SEQ.*; 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 AIRPORT CAB COMPANY, LLC, a limited liability company, dba AIRPORT CAB COMPANY, herein called the Grantee, a non-exclusive privilege of franchise from the date hereof, for a term expiring the 26th day of January, 2006, 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 5.08.150 *et seq.* 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 5.08.150 *et seq.* and any amendments thereto 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 pursuant to Ketchum Municipal Code 5.08.270. 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 18th day of January 2005.



ATTEST:

A handwritten signature in blue ink, reading "Sandra E. Cady".

Sandra E. Cady, CMC
City Clerk

CITY OF KETCHUM, IDAHO

A handwritten signature in blue ink, reading "Edward Simon".

EDWARD SIMON
Mayor

APPROVED AS TO FORM
AND CONTENT:

A handwritten signature in blue ink, reading "Benjamin W. Worst".

Benjamin W. Worst, City Attorney

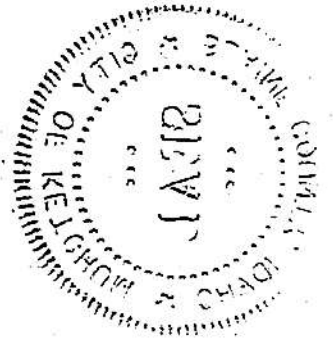
This Franchise Ordinance and the provisions thereof are hereby accepted by the Grantee and the Grantee hereby covenants and agrees to operate said taxicab business in full compliance with this Ordinance, Ketchum Municipal Code 5.08.150 *et seq.* as amended and all other laws of the State of Idaho and the City of Ketchum in any way pertaining thereto.

AIRPORT CAB COMPANY, LLC, an
Idaho Limited Liability Company

A handwritten signature in blue ink, reading "Kirk J. Lindsey".

By: Kirk J. Lindsey
Member

Publish: Idaho Mountain Express
December 15, 2004
January 26, 2005



Handwritten signature