

RESOLUTION NUMBER 822

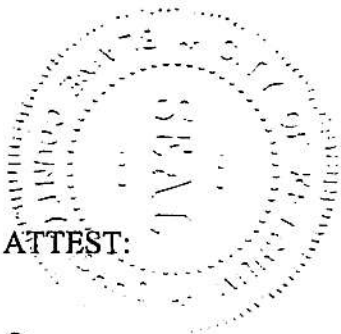
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BOBBY TANNER FOR THE PROVISION OF AN AUTHENTIC JERKLINE HITCH OF 16 MATCHED MULES FOR THE 2002 WAGON DAYS PARADE.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho:

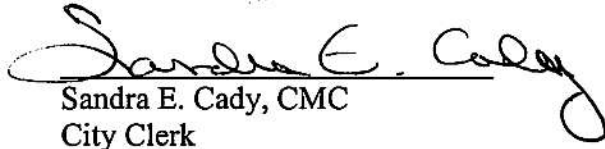
1. That the City Council of the City of Ketchum hereby finds that said Agreement is in the best interest of said City and the inhabitants thereof in order to protect and promote the public health, safety and welfare; and, that said Agreement is in accordance with and authorized by the laws of the State of Idaho.

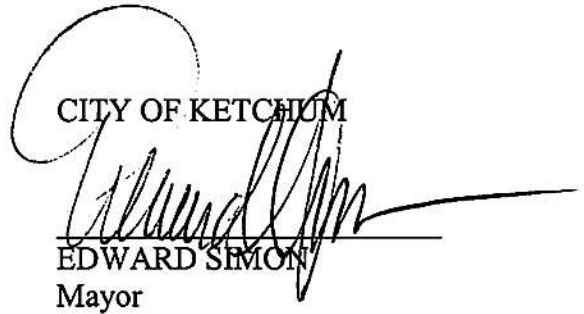
2. The City Council of the City of Ketchum, Idaho, hereby authorizes and instructs the Mayor of said City to execute the Agreement with Bobby Tanner for the provision of an Authentic Jerkline Hitch of 16 matched mules for the 2002 Wagon Days Parade.

DATED this 22nd day of January 2002.



ATTEST:


Sandra E. Cady, CMC
City Clerk

CITY OF KETCHUM

EDWARD SIMON
Mayor



THE UNIVERSITY OF CHICAGO

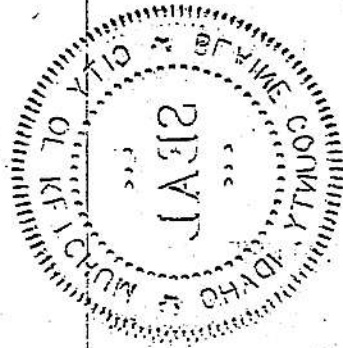
THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY
5708 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

RECEIVED

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5708 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

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AGREEMENT

THIS AGREEMENT made and entered into this 25th day of January, 2002 by and between Bobby Tanner, Rt. 1, Box 67A, Bishop, CA 93514, and the CITY OF KETCHUM, P.O. Box 2315, Ketchum, Idaho 83340 stipulates as follows:

Bobby Tanner agrees to supply for the 2002 Wagon Days Parade the following:

1. An authentic jerkline hitch of 16 matched mules plus one additional mule to guarantee a complete hitch for the parade. The mules average approximately 15 hands and 1200 lbs each. The hitch is controlled solely by a jerk line to the left lead mule and a jockey stick from the line mule (or left lead mule) to the off leader. The hitch will have 3 teams of pointers to step across (or jump over) the 5th chain to ensure proper turning. The jerkline hitch of 16 matched mules will be driven and worked as a team by Mr. Tanner or his designated driver prior to the Parade.
2. All singletrees with spreaders, 5th chain, all harness and rigging necessary.
3. All mules and outrider horses clean, healthy and in top presentable parade condition.
4. Four experienced outriders with appropriate matching outfits and matching horses.
5. One experienced driver, and one brake person for the lead wagon.
6. Liability insurance in the amount of \$1,000,000 during the time Mr. Tanner is performing under the terms of this Agreement. The City of Ketchum shall receive a Certificate of Insurance no later than August 30, 2002.
7. All or part of the hitch will be available on the Friday before the parade to be driven with the wagons to be pulled in the parade. Also at this time a demonstration of all or part of the hitch and jerkline will be available.
8. Photos of this hitch, usually with 20 mules, and photos of the outriders and outrider horses will be made available to the City of Ketchum for publicity of the Ketchum Wagon Days Parade.

THE CITY OF KETCHUM agrees to supply for the Wagon Days Parade the following:

1. Two experienced persons to ride horses ahead of the team to widen the path (back people up). Special effort will be made to widen the corner turn onto Main Street.
2. Six historic ore wagons in usable condition with operable brakes.
3. Five brake persons for the wagons if needed.
4. Feed and lodging for the hitch mules and outrider horses.

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- 5. Housing for the hitch driver and outriders.
- 6. Liability Insurance in the amount of at least \$1,000,000.
- 7. Payment in full made to Bobby Tanner of \$17,000 upon completion of the event.

This Agreement is automatically renewable for our (4) additional years under the same terms and conditions except that Bobby Tanner can at his discretion in future years add additional pairs of matched mules up to a total of 20 matched mules if in his judgment the addition of said additional pairs of mules can pull the ore wagons in a safe manner given any limiting conditions of the Wagon Days Parade route. The fee schedule for the additional four (4) years is subject to a 3% cost of living adjustment as follows:

- Year 2003 = \$17,510
- Year 2004 = \$18,035
- Year 2005 = \$18,576
- Year 2006 = \$19,133


If at any time either party is unable to comply with the terms and conditions of this Agreement, then this Agreement can be terminated by either party upon ninety (90) days written notice.

DATED this 25 day of January, 2002.

CITY OF KETCHUM

By 
 EDWARD SIMON
 Mayor

ATTEST:


 Sandra E. Cady, CMC
 City Clerk


 Bobby Tanner