

RESOLUTION NUMBER 05-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND COUNCIL MEMBER CHRISTINA POTTERS ACCEPTING HER RESIGNATION FROM CITY COUNCIL AND PROVIDING CERTAIN MEDICAL BENEFITS TO HER.

WHEREAS, an extraordinary health condition has prevented Council Member Christina Potters from performing all of her duties as a member of the City Council; and

WHEREAS, the City has offered to provide certain medical benefits to Council Member Potters in exchange for her resignation from the City Council; and

WHEREAS, Council Member Potters has accepted such offer.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho, that the City Council hereby authorizes the Mayor to execute an Agreement between the City and Council Member Christina Potters accepting her resignation from City Council and providing certain medical benefits to her.


PASSED BY THE CITY COUNCIL and approved by the Mayor this 2nd day of May, 2005.



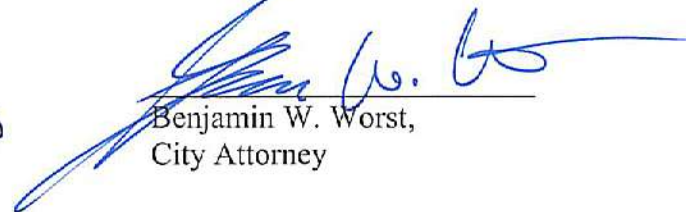
CITY OF KETCHUM,
An Idaho Municipal Corporation


EDWARD SIMON, Mayor

ATTEST:


Sandra E. Cady, CMC
Treasurer/Clerk

APPROVED AS TO FORM
AND CONTENT:


Benjamin W. Worst,
City Attorney

DECLARATION OF INDEPENDENCE

When in the course of these events, a great and glorious revolution has broken out in the Kingdom of the Netherlands, and the people have declared their independence, and have established a new and free constitution, we, the undersigned, do hereby declare our adherence to the same, and our recognition of the independence of the Kingdom of the Netherlands, and of the authority of the National Assembly, and of the King, who is to be elected by the people.

We do hereby declare our adherence to the same, and our recognition of the independence of the Kingdom of the Netherlands, and of the authority of the National Assembly, and of the King, who is to be elected by the people.

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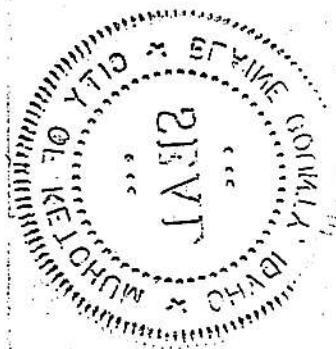
Witness my hand and seal, this 1st day of January, 1813.

I, the undersigned, do hereby declare my adherence to the same, and my recognition of the independence of the Kingdom of the Netherlands, and of the authority of the National Assembly, and of the King, who is to be elected by the people.

I, the undersigned, do hereby declare my adherence to the same, and my recognition of the independence of the Kingdom of the Netherlands, and of the authority of the National Assembly, and of the King, who is to be elected by the people.

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AGREEMENT
(City of Ketchum/Potters)

THIS AGREEMENT is made and entered into this 2nd Day of May, 2005, by and between CHRISTINA POTTERS and PAUL POTTERS, husband and wife (collectively "Potters" or in exclusive reference to Christina, "Ms. Potters"), and the CITY OF KETCHUM, an Idaho municipal corporation (the "City"). Potters and the City are sometimes referred to herein collectively as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, Ms. Potters has faithfully served the City, the citizens and residents of the City and the visitors to the City for over 15 years, first as a Planning and Zoning Commissioner from October, 1989, until December, 1993; and then as an elected City Council Member from January, 1994, until present; and

WHEREAS, during such tenure, Ms. Potters was a strong advocate for many worthy causes, especially the City's children, its parks, recreation in the City and the health and beauty of the City's natural environment; and

WHEREAS, Ms. Potters has suffered from an extraordinary health condition severely impairing her ability to continue to meet the demands of her office until her current term expires in December, 2005; and

WHEREAS, the City desires that Ms. Potters resign her position on the City Council so that an individual who is able to meet all of the demands of the office fill Ms. Potters' position for the remainder of Ms. Potters' term; and

WHEREAS, Ms. Potters is willing to resign her office.

NOW, THEREFORE, in consideration of the recitals, agreements and covenants contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, Potters and the City agree as follows:


1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated as an integral part of this Agreement.
2. Voluntary Resignation. Ms. Potters shall deliver a letter of resignation to the City resigning her office effective at Noon, local time, Monday, May 2, 2005.
3. Insurance. The City shall accept Ms. Potters' resignation and pay Ms. Potters' portion of her COBRA payments for health and dental insurance for a period of 30 (THIRTY) months beginning June 1, 2005. Such payment shall be approximately \$465.00 (FOUR HUNDRED SIXTY-FIVE DOLLARS) per month. The City shall offer COBRA benefits to Ms. Potters' spouse and dependants; however, Ms. Potters, her spouse and her beneficiaries shall be solely responsible for all


premiums and costs in any manner related to such coverage. By continuing in her office until May 2, 2005, Ms. Potters shall receive her compensation from the City for the Month of May, 2005, and Ms. Potters, her spouse and her dependants shall continue to receive the same health, dental and disability insurance benefits that they currently receive from the City until May 31, 2005.

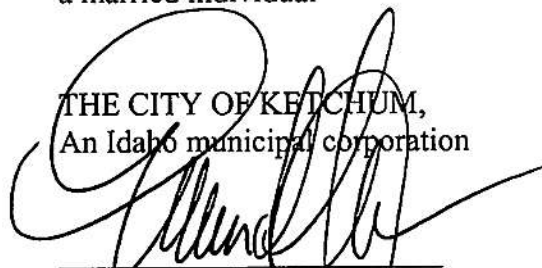
4. Taxes. Part or all of such consideration might constitute payment for wages due and might therefore be subject to taxes including, without limitation, ordinary payroll and withholding taxes. In the event that any portion of such consideration herein is subject to any tax, Potters shall be solely responsible for the payment thereof together with any penalties, additions or interest.
5. Miscellaneous.
 - a) Voluntary. Potters declare and represent that no promises, inducements, or agreements not expressed in this Agreement have been made to them, and this Agreement contains the entire agreement between the Parties and that the terms and conditions set forth in this Agreement are contractual and not mere recitals. In entering into this Agreement, Potters acknowledge that they have had the opportunity to seek the legal advice of attorneys or persons of their own choosing, that they have retained Mr. Hugh Mossman, Esq., to represent them in this matter and that they fully understand and voluntarily accept the terms and conditions of this Agreement.
 - b) Partial Invalidity. In the event any portion of this Agreement or part thereof shall be determined to be invalid, void or otherwise unenforceable, the remaining provisions hereunder, or part thereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.
 - c) No Presumptions. The Parties acknowledge that Benjamin W. Worst, Esq., City Attorney for the City of Ketchum, prepared this Agreement. There shall be no presumptions for against either Party to this Agreement as a result of such preparation.
 - d) Waiver. Failure of either Party to exercise its rights under this Agreement upon any default of the other shall not be construed as the waiver of the right to insist upon full performance of such right, all other terms and conditions of this Agreement, or exercising any other rights contained in this Agreement.
 - e) Paragraph Headings. The paragraph headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective paragraphs.
 - f) Choice of Law. This Agreement will be interpreted in accordance with the laws and decisions of the State of Idaho.

- g) Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes or revokes all prior agreements and understandings. No representations, promises or oral inducements have been made by any of the Parties other than expressly set forth herein.
- h) Amendment. This Agreement may not be amended except in writing executed by both parties.
- i) Time of the Essence. Time is hereby made expressly of the essence in the execution of every term and condition of this Agreement.
- j) Counterparts/Fax Copies. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof. Fax copies of this Agreement and the original and faxed signatures thereon shall have the same force and effect as originals.

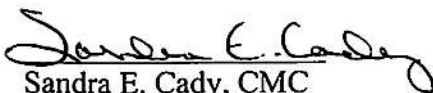
IN WITNESS WHEREOF, the Parties entered this Agreement as of the date first-above written.


 CHRISTINA POTTERS,
 a married individual

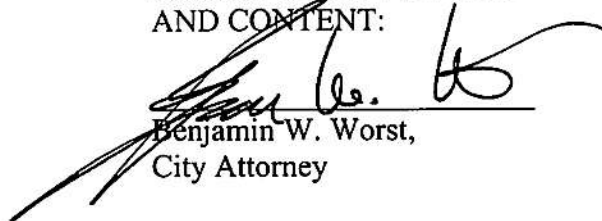

 PAUL POTTERS,
 a married individual

THE CITY OF KETCHUM,
 An Idaho municipal corporation

 Ed Simon, Mayor

ATTEST:


 Sandra E. Cady, CMC
 Treasurer/Clerk

APPROVED AS TO FORM
 AND CONTENT:


 Benjamin W. Worst,
 City Attorney