

AGENDA ITEM SUMMARY

DATE: 8/30/10 DEPARTMENT: PW-WW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve award and authorize the mayor to sign the proposal for a new control panel for the Airport West main sewer pumping station to Pro West Engineering, LLC for \$20,959.60.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Wastewater Dept requested quotations for a new control panel from three vendors for the Airport West Liftstation. With replacing the existing pumps and adding a back-up generator the existing control panel needs to be upgraded. This work is part of an overall plan to upgrade this Liftstation including a back-up generator. The funding will come from the WW Replacement Fund.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. _____
____ Safety Committee ____ P & Z Commission ____ Police _____
____ Streets ____ Public Works, Parks ____ Mayor _____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

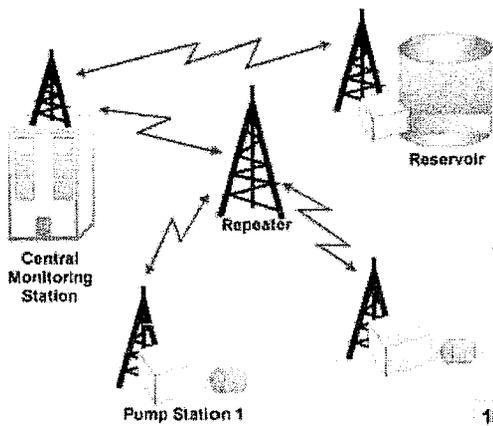
ACTION OF THE CITY COUNCIL:
Date _____

City Clerk _____

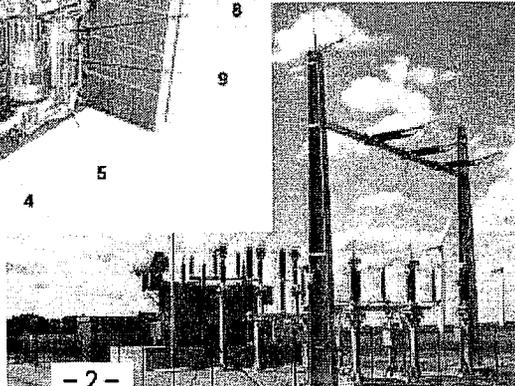
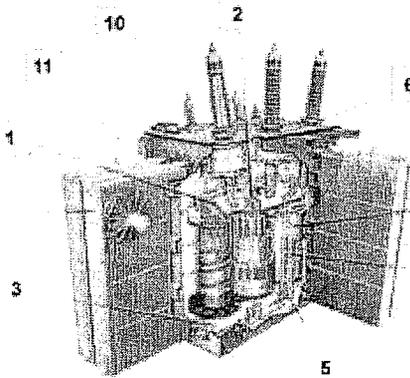
FOLLOW-UP:

Proposal – City of Hailey’s Electra Sewer Liftstation

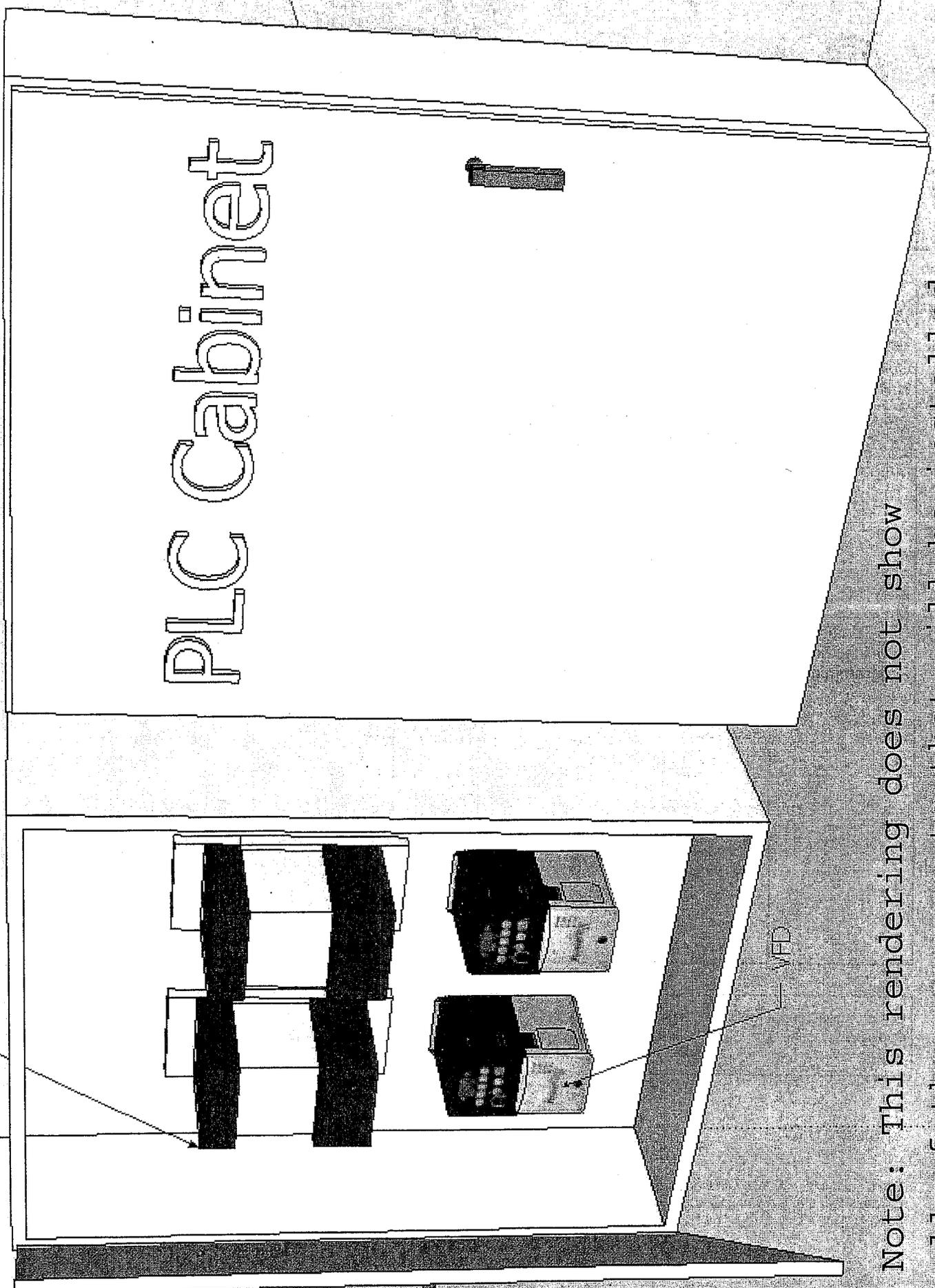
www.prowesteng.com



SCADA System for Water

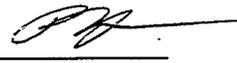


General Layout:
Motor Panel



Note: This rendering does not show all of the components that will be installed.

AGENDA ITEM SUMMARY

DATE: 8/30/10 DEPARTMENT: PW-WW DEPT. HEAD SIGNATURE: 

SUBJECT: Motion to approve award and authorize the mayor to sign the proposal for two pumps for the Airport West main sewer pumping station to Utility Management Systems, Inc. for \$23,222.

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The Wastewater Dept requested quotations for replacement pumps from three vendors for the Airport West Liftstation. The existing pumps are undersized, are prone to clogging from debris and are in constant repair. This work is part of an overall plan to upgrade this Liftstation including a back-up generator. The funding will come from the WW Replacement Fund.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: Tom Hellen Phone # 788-9830 Ext 14
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)
____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Building
____ Library ____ Planning ____ Fire Dept. ____
____ Safety Committee ____ P & Z Commission ____ Police ____
____ Streets ____ Public Works, Parks ____ Mayor ____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____

City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: Record *Additional/Exceptional Originals to: _____



UTILITY MANAGEMENT SYSTEMS, INC.

STREET ADDRESS
1290 VALLEY RIDGE DR.
HEBER CITY, UT 84032

BILLING ADDRESS
P.O. BOX 10
HEBER CITY, UT

84032

PHONE: 801-486-7700

FAX: 435-654-3383

PROPOSAL

DATE: July 26, 2010

PROPOSAL NO.: UMS-Q1060-10R

TO: Carollo Engineers
Roger Parker

SUBJECT: Replacement pumps for Hailey Electra Lift Station

Roger,

We are pleased to provide the following proposal on the above project for your consideration.

The prices quoted are firm for 30 days. Terms are Net 30 days subject to approved credit.

Shipment is quoted by the factory at 9 to 10 weeks following receipt of your order released for production. Submittals could be available in 1 to two weeks.

The price is quoted F.O.B. point of manufacture, with full freight allowance to your jobsite. WE DO NOT INCLUDE TAXES.

Our standard terms and conditions as stated at the end of this quotation apply and are a part of this proposal.

Thank you for the opportunity to submit this proposal. We are looking forward to working with you on this project. Please call if you have any questions.

Sincerely yours,

Roger L. Anderson
UTILITY MANAGEMENT SYSTEMS, INC.



ITEM	QTY	DESCRIPTION	AMOUNT
1	2 Ea	Flygt 4" Model NP3153.091 with a 462 Impeller. 20 HP 3/60/460 V motor. FM, FLS, FV, SSCJ and 50' power Cable.	\$23,222.00

Items 3 through 7 will be the same for either pump selected. Pump price reflects 10% discount for long lead time.

NOTE: We do Not include any:

- 1 Electrical wire or cable out side the control panel except where noted.
- 2 Special paint or coatings for pumps
- 3 Any other equipment not listed above.

Our standard terms and conditions as stated at the end of this quotation apply and are a part of this proposal.

 Accepted by (Type name)
 X

 Signature

 Firm Name

 Date

 Date

 for Utility Management Systems Inc.
 X

 Signature

TERMS AND CONDITIONS OF SALE

Terms are cash unless otherwise agreed upon. These terms are independent of, and are not contingent upon, the time or manner in which purchaser may receive payment from others.

Interest charges may be added to delinquent accounts at the rate of 1 1/2% per month. We reserve the right to employ whatever means as appears appropriate to collect accounts over 30 days past due and to add the cost of collection including attorney fees to the amount due.

Prices are subject to change without notice. Orders placed as a result of this quotation or as a result of a verbal quotation or a published price list are subject to acceptance by the Company and/or the manufacturer of the respective equipment.

It is agreed that capacities, ratings, designs, specifications, and dimensions for materials quoted herein shall be data published or quoted by the manufacturers of the respective items and are subject to change without notice. It shall be the responsibility of the purchaser to determine the suitability of the equipment for the purposes intended.

Utility Management Systems SHALL NOT, in any event, be liable for indirect, special, consequential or liquidated damages or penalties, whether based upon contract, warranty, tort or negligence.

Prices quoted herein do not include applicable taxes of any nature imposed by any governmental authority. Sales or other taxes, fees or permit costs, whether shown on our invoice or not, shall be paid by the purchaser.

Unless otherwise stated, shipments are F.O.B. point of manufacture, with risk of loss passing to purchaser upon tender of delivery. Purchaser is to notify carrier immediately and institute claim proceedings. Purchaser's agent at point of delivery shall make notations on freight bills of any shortage or damage. While we will attempt to schedule deliveries in

accordance with the purchaser's requirements, we assume no responsibility for additional costs to the purchaser because of failure of the supplier to make shipment on date scheduled or requested.

Products are warranted against defects in material and workmanship for a period of thirty (30) days from the date of delivery. **THIS WARRANTY APPLIES ONLY TO PRODUCTS MANUFACTURED BY US OR INCORPORATED BY US AS AN OEM INTO A PRODUCT SYSTEM. OTHER PRODUCTS ARE WARRANTED, IF AT ALL, ONLY BY THEIR MANUFACTURERS. WE EXTEND TO THE PURCHASER THE STANDARD OR PROPOSED WARRANTY, IF ANY, OFFERED BY THE EQUIPMENT MANUFACTURER.** Under this warranty, we will repair or replace, at our option, at no charge to the Purchaser, the defective products at our manufacturing facility, with all shipping charges to be borne by Purchaser.

THERE ARE NO WARRANTIES ON PRODUCTS DAMAGED DUE TO IMPROPER INSTALLATION, OR MAINTENANCE, OTHER THAN AS STATED ABOVE, ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED BY US.

OUR TOTAL LIABILITY TO PURCHASER FOR DAMAGE ARISING OUT OF THE SALE, USE OR WARRANTY OF THE PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE OF THOSE PRODUCTS. IN NO EVENT SHALL WE BE LIABLE TO PURCHASER FOR CONSEQUENTIAL OR INDIRECT DAMAGES WHICH INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, EXPENSES OF REPLACEMENT OR RE PROCUREMENT, INTERRUPTION OF BUSINESS, EXPENSES, LOSS OF GOODWILL, OR PROPERTY DAMAGE. ANY ACTIONS ARISING OUT OF THE SALE, USE, OR WARRANTY OF THE PRODUCTS SHALL BE COMMENCED

WITHIN ONE YEAR FROM THE DATE THE CAUSE OF ACTION ACCRUES.

Purchaser shall adequately insure the products against loss or damage from any cause with us named as insured or co-insured. As security for its payment obligations, Purchaser grants to us a security interest in all products (whether equipment or inventory, and including all proceeds, accounts, and accessions) now or hereafter purchased from us.

The Purchaser agrees that the sale of products to them by or through Utility Management Systems, Inc., occurred in the County of Salt Lake, Utah, and that any and all transactions prior to and after product delivery, including payment, will be made in Salt Lake County.

We agree to accept cancellation on orders only with the understanding that purchaser will accept and pay cancellation charges reflecting actual costs charged to us by our suppliers for materials in process and for drawings for submittal and construction plus 10% to cover our overhead costs. When advised of estimated cancellation charges, Purchaser shall promptly notify us of his desire to accept delivery of completed materials or to cancel and accept cancellation charges.

These Terms and Conditions of Sale constitute the complete and exclusive written expression of the parties' understanding and supersede all prior or contemporaneous proposals, oral or written, relating to the sale and use of the products. They may not be modified or amended except in a written agreement signed by both parties. Purchaser's acceptance is expressly limited to these Terms and Conditions of Sale, and any additional terms or conditions, whether expressed in purchase orders or otherwise, are rejected by us.

UTILITY MANAGEMENT SYSTEMS, INC.

AGENDA ITEM SUMMARY

DATE: 08/25³⁰/2010 DEPARTMENT: Library DEPT. HEAD SIGNATURE: LeAnn Gelskey

SUBJECT

Motion to declare surplus equipment – library shelving and authorize the removal and disposal of old library shelving and a study carrel to make space available for new shelving

AUTHORITY: ID Code IAR _____ City Ordinance/Code _____

BACKGROUND:

The current shelving was donated by another library when the current library space was acquired. With the help of a grant and supplemented funds from the Friends of the Hailey Public Library, more shelving will be installed. At this point, shelving is more of a priority than a private study carrel. The carrel will be removed to make way for more needed shelving.

An attempt will be made to recycle the shelving at the Building and Material Thrift Store. Otherwise the shelving will be taken to the dump.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # YTD Line Item Balance \$ _____

The library received a \$2,000 grant from the Deer Creek Fund of the Helen K. and Arthur E. Johnson Foundation.

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS:

____ City Attorney ____ Clerk / Finance Director ____ Engineer ____ Mayor
____ P & Z Commission ____ Parks & Lands Board ____ Public Works ____ Other

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve surplus shelving and authorize the removal and disposal of old shelving and a study carrel.

FOLLOW UP NOTES:

AGENDA ITEM SUMMARY

DATE: 08/30/2010 **DEPARTMENT:** Clerk's Office **DEPT. HEAD SIGNATURE:** _____

SUBJECT:

Alcohol Beverage License Renewals

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code 5.04, 5.08, 5.12
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Annual renewal of alcohol beverage licenses, which expire each year on August 31.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS

Caselle # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

____ City Attorney	____ Clerk / Finance Director	____ Engineer	____ Building
____ Library	____ Planning	____ Fire Dept.	_____
____ Safety Committee	____ P & Z Commission	____ Police	_____
____ Streets	____ Public Works, Parks	____ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Approve the following alcohol beverage license renewal, it has been approved by the Hailey Police Department:

Mint Bar, Inc.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date _____
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agmt./Order Originals: _____ *Additional/Exceptional Originals to: _____
Copies (all info.): _____ Copies
Instrument # _____



ALCOHOL BEVERAGE LICENSE APPLICATION

RECEIVED
AUG 23 2010

APPLICATION FOR:

Liquor	\$562.50	<input checked="" type="checkbox"/>	_____
Wine by the Drink	\$200.00	<input checked="" type="checkbox"/>	_____
Beer by the Drink	\$200.00	<input checked="" type="checkbox"/>	_____
Grocery Sale of Wine	\$200.00	<input type="checkbox"/>	_____
Grocery Sale of Beer	\$50.00	<input type="checkbox"/>	_____

APPLICATION IS:

New License	<input type="checkbox"/>
Renewal	<input checked="" type="checkbox"/>
Transfer	<input type="checkbox"/>

TOTAL DUE: 962.50

Applicant Name: Mint Bar, Inc.

Business Name: Mint Bar, Inc.

Business Physical Address: 116 S. Main Street

Business Mailing Address: 126 S. Main Street, Ste. B9

Business Phone Number: (208) 788-1051

Property Owner (if different from applicant): Valley Entertainment Group, Inc.
(Applicant must attach certified copy of lease showing that owner consents to sale of alcohol on premises.)

I hereby certify that the above statements are true, complete and correct to the best of my knowledge. I further certify that I have applied for and received the Idaho State Liquor License (copy attached) and the Blaine County Liquor License (copy attached).

Louise M. Weber
Applicant Signature

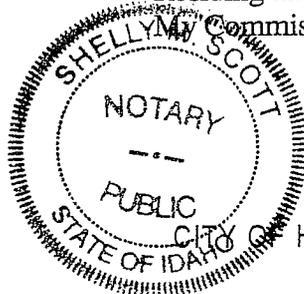
8-18-10
Date

Subscribed and sworn to before me this 18th day of August, 2010

[Signature]
Notary Public OR City Clerk

Residing at: Blaine County, ID
Commission Expires 11/16/2011

<i>Official Use Only</i>	
State License No.	_____
County License No.	_____
City License No.	_____
Date Approved by Council	_____
<u>[Signature]</u>	_____
Chief of Police	

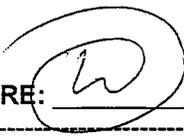


HAILEY ■ 115 MAIN ST. S., SUITE H ■ HAILEY, IDAHO 83333 ■ 788-4221

AGENDA ITEM SUMMARY

DATE: 8/30/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE: 

SUBJECT:

Development Impact Fee Agreement (Hailey Rodeo Grounds)

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed Development Impact Fee Agreement. This agreement is designed to defer the payment of the development impact fees to be paid by Hailey Ice. After several discussions with Hailey Ice, it has been suggested that Hailey Ice could proceed with footings, foundation and slab work this year if Hailey Ice could defer the payment of development impact fees.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Case # _____

Budget Line Item # _____ YTD Line Item Balance \$ _____

Estimated Hours Spent to Date: _____ Estimated Completion Date: _____

Staff Contact: _____ Phone # _____

Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	_____
___ Safety Committee	___ P & Z Commission	___ Police	_____
___ Streets	___ Public Works, Parks	___ Mayor	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Development Impact Fee Agreement and authorize the Development Impact Fee Administrator to sign.

FOLLOW-UP REMARKS:

Development Impact Fee Agreement

This Development Impact Fee Agreement ("Agreement") is made this ___ day of September, 2010, by and between City of Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("City") and Hailey Ice, Inc., an Idaho non-profit corporation ("Hailey Ice").

RECITALS

A. Hailey Ice has entered into a lease for twenty (20) years to use the western portion of the real property located at the Hailey Rodeo Grounds, as depicted on attached Exhibit "A" (the "Property").

B. As allowed by the lease, Hailey Ice intends on constructing an indoor ice rink.

C. The City has reviewed and approved a design review application by Hailey Ice for the indoor ice rink ("Project") on the Property.

D. Hailey Ice wishes to submit a building permit application and acquire a building permit for the Project.

E. Section 15.16.070 of the Hailey Municipal Code requires any development impact fee be paid at the time of the issuance of a building permit, except at such other time as may be agreed upon by a developer and the City.

F. Hailey Ice has sufficient funds to fund architectural fees needed to submit a building permit application for the Project, pay necessary building permit fees, perform necessary site work for the Project and construct the footings and foundation for the Project but not pay for the development impact fees which are estimated to be \$47,136.05. Hailey Ice intends on funding the remainder of the construction of the Project and payment of the development impact fees after receipt of a donation required for the remainder of the Project on or before December, 2010.

G. Under the circumstances, the parties agree that the payment of development impact fees may be deferred until the issuance of a certificate of occupancy of any portion of the Project.

AGREEMENT

Now, therefore, in consideration of the mutual agreement hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. Deferral of the Payment of a Development Impact Fee. The parties agree that the payment of the development impact fees required for the Project may be deferred until the issuance of a certificate of occupancy under the International Building Code for any portion of the Project. Upon compliance with the International Building Code and conditions of design review approval and payment of the appropriate development impact fee, the City will issue a certificate of occupancy.

2. Miscellaneous Provisions.

a. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties, and their successors and assigns.

b. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

c. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.

d. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

e. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

f. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

g. Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

h. Authority. Each signatory agrees that he or she has full authority and consent to sign this Agreement.

IN WITNESS WHEREOF, the parties, having been duly authorized, have hereunto caused this Agreement to be executed, on the day and year first above written.

City of Hailey

Development Impact Fee Administrator

Hailey Ice, Inc.

Ron Fairfax, its president

AGENDA ITEM SUMMARY

DATE: 8/30/2010

DEPARTMENT: Legal

DEPT. HEAD SIGNATURE



SUBJECT:

Assignment and Assumption of Contract (Hailey Rodeo Grounds architectural contract)

AUTHORITY: ID Code _____ IAR _____ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

I am enclosing a proposed Assignment and Assumption of Contract with Ruscitto/Latham/Blanton ("RLB"). This assignment is designed to allow Hailey Ice to enter into a contract with RLB for the architectural work needed for the preparation of the construction drawings, bidding and construction administration for the ice rink facility. Under this assignment, Hailey Ice will be responsible for the architectural fees associated with this work. I have forwarded this assignment to Hailey Ice and RLB for their review and approval, but have not heard back from them yet.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Case # _____
Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

___ City Attorney	___ Clerk / Finance Director	___ Engineer	___ Building
___ Library	___ Planning	___ Fire Dept.	___
___ Safety Committee	___ P & Z Commission	___ Police	___
___ Streets	___ Public Works, Parks	___ Mayor	___

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve the Assignment and Assumption of Contract and authorize the mayor to sign.

FOLLOW-UP REMARKS:

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (this "Assignment") is made this ___ day of September, 2010, between the City of Hailey, Idaho, a body corporate and politic and a political subdivision of the State of Idaho ("Assignor") and Hailey Ice, Inc., an Idaho non-profit corporation ("Assignee").

RECITALS

A. Assignor is a party to that Services Contract dated December 11, 20 09 (the "Contract") by and between Assignor, and Ruscitto/Latham/Blanton, P.A. ("Architect"), whereby Architect agreed to provide architectural services needed to construct an indoor ice rink facility (Phases I and II), a rodeo arena/multi-use facility, a visitor's center, an expanded skate park and related site improvements on real property owned by Assignor, known as the Rodeo Grounds ("Property").

B. Pursuant to a lease between the Assignor and Assignee, the Assignee is allowed to construct an indoor ice rink on the Property.

C. Assignee intends to revise the design of the indoor ice rink facility, which was originally described in the Contract, and Architect is willing to perform the additional architectural services for the revised indoor ice rink facility ("Revised Ice Rink").

D. As of the date of this Assignment, Architect has performed all of the schematic design phase services under section 3.2 of the Contract and design development phase services under section 3.3 of the Contract for the Revised Ice Rink, and Assignor has paid Architect in full for its services under sections 3.2 and 3.3 of the Contract.

E. Assignor desires to assign applicable portions of the Contract to Assignee in accordance with the terms and conditions set forth below.

TERMS AND CONDITIONS

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's rights, title and interests in, to and under the Contract relating to the Revised Ice Rink, except sections 3.2 and 3.3 of the Contract. Assignee hereby agrees to perform all of Assignor's obligations, including the payment of architectural fees, under the Contract relating to the Revised Ice Rink, except the obligations and duties described in sections 3.2 and 3.3 of the Contract. Except as set forth in the preceding sentence, Assignee is not assuming or agreeing to perform any other obligations or liabilities under the Contract.

2. The terms of this Assignment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors and assigns.

3. This Assignment may be executed in any number of counterparts which, collectively, shall constitute one and the same instrument. Facsimile signatures shall be effective as original signatures with regard to this Assignment. Each party represents to the other that the execution and delivery of this Assignment by such party have been properly authorized and that all signatures hereon are genuine.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date and year first written above.

ASSIGNOR:

CITY OF HAILEY

By: _____
Richard L. Davis, its Mayor

ATTEST:

Mary Cone, City Clerk

ASSIGNEE:

HAILEY ICE, INC.

Ron Fairfax, its president

CONSENT OF ARCHITECT:

Nicholas J. Latham

