

**SUBJECT:                   APPROVAL OF RESOLUTION NO. 28, SERIES 2024 – A  
RESOLUTION ACCEPTING FINANCIAL ASSISTANCE FROM  
THE LOUISVILLE REVITALIZATION COMMISSION FOR THE  
WINTERTIME OUTDOOR SKATING RINK PROGRAM**

**DATE:                       JUNE 4, 2024**

**PRESENTED BY:   AUSTIN BROWN, ECONOMIC VITALITY SPECIALIST**

**SUMMARY:**

City Council approved and entered into the attached Equipment Purchase, Equipment Rental, and Management Agreement (*Attachment #1*) with Loners LLC, doing business as Rocky Rinks (“Management Agreement”), on June 20, 2023 for operation of the temporary outdoor ice skating event for the 2023-2024 season. The ice skating event includes the temporary ice rink, concessions stand, and skate rental booth.

The original term of the Management Agreement was from July 6, 2023 to February 29, 2024. Although the Management Agreement did not constitute a multi-year commitment, Section 7.3 of the Agreement provides an option for renewal for the 2024-2025 season. This section is included below for reference:

*The City shall have the right to renew the Services portion of this Agreement for an additional term for the 2024-2025 season upon written notice to the Contractor delivered on or before May 31, 2024.*

Per the above Section 7.3, the City has the right to renew the event management services (“Services”) portion of the agreement for an additional term for the 2024-2025 season. The full definition of Services is included in Section 3.3 of the Management Agreement, but generally includes ice rink operation, maintenance, ticket sales, skate rental and sharpening, and entertainment. In order to renew the Services portion of the agreement, the City must provide written notice to the Contractor on or before May 31, 2024.

*2024-2025 Funding*

In order to fund the ice rink for the 2023-2024 season, the City entered into the attached Cooperation Agreement (*Attachment #2*) with the Louisville Revitalization Commission (LRC) on September 20, 2023. The Cooperation Agreement formalized the LRC’s financial assistance of \$425,458 for the 2023-2024 season. The process for renewing the Cooperation Agreement for the 2024-2025 Season is outlined in Section 2.f of the Agreement, and included below:

*The LRC shall provide written notice to the City Council regarding the LRC’s intent to contribute financially to the Program for the 2024-2025 Season, and the*

*amount of such contribution, if any, and whether the LRC will pay electricity use charges relative to the Ice Rink, no later than April 1, 2024 (the "Notice"). The City shall respond to such Notice in writing no later than May 31, 2024, which response shall indicate whether the City intends to renew the Management Agreement and accept the LRC's financial assistance for the 2024-2025 Season ("Response"). If the City accepts the LRC's financial assistance, the LRC shall make a lump sum payment in the amount indicated in the Notice no later than June 30, 2024. While the LRC financial assistance may influence the City's decision to renew the Management Agreement for the 2024-2025 Season, nothing herein shall obligate the City to do so.*

The LRC submitted written notice (*Attachment #3*) to City Council on March 31, 2024 indicating that the LRC intends to contribute a total of \$150,000 towards the operation of the ice rink for the 2024-2025 season. This contribution includes electricity use charges relative to the rink for the 2024-2025 season. For reference, the LRC contributed \$20,000 towards electricity for the 2023-2024 season.

Per the above language, City Council must respond to the LRC's written notice by May 31, 2024 indicating whether or not they intend to renew the Management Agreement for the 2024-2025 season. If the Management Agreement is renewed and the LRC's financial assistance is accepted, the LRC shall make a lump sum payment in the amount indicated in the written notice by June 30, 2024.

#### *2023-2024 Rink Background and Performance*

Louisville has enjoyed a wintertime outdoor ice skating rink at Steinbaugh Pavilion for approximately twenty years. In addition to offering a fun, family-friendly outdoor experience to Louisville residents and visitors alike, this event is critical to the viability and success of the downtown business community through the winter months as it keeps the area vibrant and brings people in to shop and dine in the local establishments.

The ice rink, previously known as WinterSkate, had been operated by several different vendors during its life. At the close of the 2022-23 season, the previous vendor notified the City that it would no longer be operating the event. Upon hearing this, City staff began to engage with other vendors about operating the rink for the 2023-2024 season. Additional information on this process can be found in *Attachment #4*.

With generous support and funding from the LRC, the ice skating rink will now be under the umbrella of the City of Louisville Parks, Recreation, & Open Space Department, with ice operations and event management contracted to Rocky Rinks. The ice rink will now operate under the new name 'Old Town Skate'.

Old Town Skate was expected to open on November 16, 2023. However, the rink did not officially open until December 1, 2023 due to construction delays and challenges. The rink remained open the rest of the season as expected until closing on February 20, 2024.

The total attendance for the 2+ months of operation was 13,477. This resulted in a total revenue of \$120,836. The contractor has also provided an executive summary (*Attachment #5*) reflecting this information. This document also includes an early plan for the 2024-2025 season.

#### *2024-2025 Rink Planning*

For the 2024-2025 season, the rink is expected to open on November 16<sup>th</sup>, 2024 and close on February 18, 2025. The contractor acknowledges that there some challenges present during the 2023-2024 season, including electrical hookup modification, chiller compressor failure, and Zamboni manufacturer defects. The contract has proposed some planned improvements for the 2024-2025 season, including a dedicated web presence and communication channels, better alignment with other downtown events and activities, ambiance improvements to include new string lighting and the installation of the backdrop funded by the Downtown Business Association, additional staff and crowd control, making the ice more available to community events, open skating, lessons, etc., and additional concessions options. The projected operating cost for the 2024-2025 season is \$204,362.

#### **FISCAL IMPACT:**

The LRC has agreed to contribute \$150,000 towards the ice rink for the 2024-2025 season. Additional operating costs, currently estimated at \$54,362 will be covered by the City. Operating revenues received in excess of LRC contributions, will be directed to the City, offsetting the City's contribution.

#### **RECOMMENDATION:**

Staff recommends approval of Resolution No. 28, Series 2024, approving a contribution of the Louisville Revitalization Commission to the operations of the ice skating rink in the amount of \$150,000.

#### **ATTACHMENT(S):**

1. Resolution No. 28, Series 2024
2. Management Agreement
3. Cooperation Agreement
4. LRC Written Notice
5. 6/20/23 Council CC
6. Executive Summary from Rocky Rinks

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**DATE: JUNE 4, 2024**

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**STRATEGIC PLAN IMPACT:**

|                                     |                                                                                                                                       |                          |                                                                                                                           |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            |  <b>Financial Stewardship &amp; Asset Management</b> | <input type="checkbox"/> |  <b>Reliable Core Services</b>           |
| <input checked="" type="checkbox"/> |  <b>Vibrant Economic Climate</b>                     | <input type="checkbox"/> |  <b>Quality Programs &amp; Amenities</b> |
| <input type="checkbox"/>            |  <b>Engaged Community</b>                            | <input type="checkbox"/> |  <b>Healthy Workforce</b>                |
| <input type="checkbox"/>            |  <b>Supportive Technology</b>                        | <input type="checkbox"/> |  <b>Collaborative Regional Partner</b>   |

**RESOLUTION NO. 28  
SERIES 2024**

**A RESOLUTION ACCEPTING FINANCIAL ASSISTANCE FROM THE LOUISVILLE  
REVITALIZATION COMMISSION FOR THE WINTERTIME OUTDOOR SKATING  
RINK PROGRAM**

**WHEREAS**, the City and the Louisville Revitalization Commission (LRC) are parties to a Cooperation Agreement dated September 20, 2023 concerning the operation of the City's annual wintertime temporary outdoor ice skating rink located at Steinbaugh Pavilion; and

**WHEREAS**, pursuant to Section 2.F of the Cooperation Agreement, the LRC has notified City Council of its intent to contribute \$150,000 to the operation of the outdoor skating rink during the 2024-2025 season; and

**WHEREAS**, City Council desires to accept LRC's financial contribution toward the operation of the outdoor skating rink for the 2024-2025 season.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:**

**Section 1.** City Council hereby accepts \$150,000 from the LRC for the conduct of the outdoor skating rink for the 2024-2025 season. A copy of this resolution shall be forwarded to the LRC to fulfill the City's obligation to notify the LRC that the City intends to renew the Management Agreement and to accept LRC's financial assistance for the 2024-2025 season.

**PASSED AND ADOPTED** this 4th day of June, 2024.

\_\_\_\_\_  
Christopher M. Leh, Mayor

ATTEST:

\_\_\_\_\_  
Meredyth Muth, City Clerk

# EQUIPMENT PURCHASE, EQUIPMENT RENTAL, AND MANAGEMENT AGREEMENT

## Skating Event 2023-24 Season

### 1.0 PARTIES

This EQUIPMENT PURCHASE, EQUIPMENT RENTAL, AND MANAGEMENT AGREEMENT (this "Agreement") is made and entered into this 6th day of July, 2023 (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **Loners LLC**, a Colorado limited liability company doing business as **Rocky Rinks**, hereinafter referred to as the "Contractor".

### 2.0 RECITALS AND PURPOSE

- 2.1 The City is the owner of certain real property located at 824 Front Street, Louisville, Colorado, commonly referred to as the Steinbaugh Pavilion, and of certain adjacent streets and public parking areas being made available to Contractor by the City for the conduct of the City's annual wintertime temporary outdoor ice skating rink (the "Premises").
- 2.2 The City desires to engage the Contractor for the purpose of purchasing refrigerated ice rink equipment (the "Equipment"), renting a 100T chiller with integrated pumps for use with the Equipment (the "Rental"), and providing event management services (the "Services") as further set forth in the Contractor's proposal attached hereto as **Exhibit A** and incorporated herein by this reference, for conduct of the City's hosting of annual public ice skating event, consisting of a temporary ice rink, concessions stand, and skate rental booth (the "Event" or "Skating Event"). In the event of any conflict between the terms in the body of this Agreement and Exhibit A, the terms in the body of this Agreement shall control.
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to provide the Equipment and Rental and perform the Services.

### 3.0 SCOPE OF AGREEMENT

The purpose of this Agreement is to provide for the necessary equipment and management services for the City's annual Skating Event for the 2023-24 season. During the term of this Agreement, Contractor shall have exclusive use of the Premises for conduct of the Event.

- 3.1 **Equipment Purchase and Rental.** The City shall purchase from Contractor all equipment necessary to set up and operate the ice rink (the "Equipment"), except

for the chiller, which City shall rent from Contractor for the season (the “Rental”), all as set forth in **Exhibit A**.

- 3.2 **Equipment Installation.** Contractor shall install the equipment purchased and rented by the City or otherwise necessary to set up and host The Event. Contractor shall provide for City approval a schedule for equipment delivery, set-up, maintenance, operation, and removal of all equipment and other personal property and temporary improvements for conduct of The Event pursuant to this Agreement and in compliance with all codes, ordinances, rules, and regulations of the City.
- 3.3 **Management Services.** The City retains Contractor to provide management services to the City’s temporary outdoor rink for the Skating Event, the “Event” referenced in **Exhibit A**, which includes ice rink operation, maintenance, ticket sales, skate rental and sharpening, and entertainment.

Without limiting the generality of the foregoing, Contractor’s Event Management Services shall include, but not be limited to, and shall be subject to the following conditions:

- 3.3.1 Contractor shall provide all operational staff and shall be exclusively responsible for the management of such personnel and the payment of all wages and withholdings in connection therewith. Contractor shall provide site-specific training to all staff members with a focus on providing excellent customer service.
- 3.3.2 Contractor shall maintain all ice surfaces and keep the same free from snow and debris.
- 3.3.3 Contractor shall keep all walkways free from ice and snow.
- 3.3.4 Contractor shall keep all outdoor areas free from trash and debris. The City shall continue to service all City-owned trash receptacles currently on the Premises in accordance with the City’s regular trash service schedule for the Premises. If in order to keep the Premises clean, additional trash removal than that provided by the City is required, Contractor shall be responsible for such trash removal. Pursuant to the Louisville Sustainability Action Plan, Contractor is required to provide Zero Waste stations, featuring recycling and compost bins.
- 3.3.5 Contractor shall ensure that all City ordinances, rules, and regulations are followed and enforced.
- 3.3.6 Contractor shall ensure the ice rink is used only by members of the public and for no private purpose or event without the City’s prior written consent. No private event may be held during the hours of operation for public skating established pursuant to Section 3.4.2 hereof.

- 3.3.7 Contractor shall immediately notify the City in the event repairs are required to any City-owned or leased building, equipment, or area.
- 3.3.8 Contractor shall secure all buildings and equipment when not in use and will be liable for any damages, thefts, or other costs resulting from the failure to properly secure any building or equipment.
- 3.3.9 Contractor shall manage and take full responsibility for all concession activities, including obtaining all necessary licenses and permits and providing all concession merchandise and supplies.
- 3.3.10 Contractor shall not place or permit any signs on the Premises in connection with the Event except those approved by the City in writing, which approval may be granted or denied in the City's sole discretion.
- 3.3.11 Contractor shall not keep any hazardous materials in or about the Premises without prior written consent of the City, which consent may be granted or denied in the City's sole discretion. "Hazardous material" includes, but is not limited to, asbestos, other asbestotic material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local law.
- 3.3.12 The City shall have no responsibility, liability, or obligation with respect to the safety or security of any Contractor's personal property placed on or located at the Premises, it being acknowledged and understood by the Contractor that the safety and security of any such property is the sole responsibility and risk of Contractor. Contractor shall not remove any of the City's Equipment or personal property from Premises.
- 3.4 **Conduct of the Event.** The Skating Event shall be conducted subject to all terms and conditions of this Agreement, and in accordance with the following standards and limitations:
- 3.4.1 Amplified sound shall not be permitted beyond 10:00 p.m. and the volume of which shall not be so loud that it materially interferes with or disrupts an individual's conduct of activities in his or her home, which noise level shall be measured against the objective standard of a reasonable person of normal sensitivity as determined by the City. Amplified sound shall not be used before start times designated by the City Manager or his designee. Notwithstanding the foregoing, the City reserves the right to require



Licensee to further restrict times of and/or reduce the volume of amplified sound.

3.4.2 Hours of operation for public skating during the season shall be as follows: Monday – Wednesday, from 3 p.m. to 7 p.m.; Thursday, from 3 p.m. to 9 p.m.; Friday, from 3 p.m. to 10 p.m.; Saturday, from 11 a.m. to 10 p.m.; and Sunday, from 11 a.m. to 8 p.m. Public skating hours of operation may be adjusted with prior written approval of both parties, provided that public skating hours may not to exceed 550 hours for the entirety of a season. Contractor may make arrangements with third-party organizations to hold private events on the Premises outside of the hours of operation for public skating, subject to City consent in accordance with Section 3.3.6 hereof. Contractor assumes any and all liability that may arise out of such private events, including but not limited to liability for injuries to event participants and spectators, and damage to, or loss or theft of, the Equipment, the Rental, or any personal property or fixtures of the City or of any third party. No Event activities, including public skating and private leagues or events, shall begin before 8:00 a.m. and extend beyond 10:00 p.m.

3.4.3 No carnival or amusement rides (defined to include rides with moving passenger compartments or tracks) shall be permitted.

3.4.4 No alcohol sales, service, tastings, or consumption (whether for consideration or not) shall be permitted.

### 3.5 **Post-Season Restoration of Premises.**

3.5.1 At the conclusion of the 2023-24 season, Contractor shall cease use of the Premises and shall return the same to as good a condition as when Contractor commenced its Services except for normal wear and tear not resulting from Contractor's negligence.

3.5.2 The City shall remove and store the Equipment purchased by the City from Contractor pursuant to this Agreement. Within ten (10) days following conclusion of the 2023-24 season, Contractor shall remove the chiller rented by the City from Contractor and any other equipment or personal property installed or placed on the Property by Contractor.

## 4.0 **CONTRACTOR COMPENSATION**

4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the following amounts, which are set forth in **Exhibit A** attached hereto and incorporated herein by this reference:

|                                                             |              |
|-------------------------------------------------------------|--------------|
| Equipment Purchase (No Chiller) + Annual Set-up and Strike: | \$201,200.00 |
| Chiller Rental:                                             | \$ 52,000.00 |

|                                                                |                     |
|----------------------------------------------------------------|---------------------|
| Ice Skates + Sharpener                                         | \$ 40,250.00        |
| Event Management                                               | <u>\$112,008.00</u> |
| <b>Total Cost</b> of Equipment Purchase, Rental and Management | <b>\$405,458.00</b> |

The City shall not pay mileage or other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The scope of services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services that exceeds the amount payable under the terms of this Agreement.

#### 4.2 Payment terms shall be as follows:

4.2.1 Upon execution of this Agreement, the City shall pay Contractor \$300,000.00.

4.2.2 On or before October 1, 2023, the City shall pay Contractor the balance of \$105,458.00.

### 5.0 EVENT REVENUES

5.1 The City shall receive all amounts derived from skater fees, including admissions and skate rentals (the "Revenues") derived from The Event. Contractor shall collect such amounts from patrons and hold the funds in trust for the City until remitted. The City reserves the right to charge Contractor a fee to use the Premises for private leagues and private events, which fee shall not exceed an amount calculated to offset wear and tear to the Equipment reasonably attributable to such private leagues or events. In the event the City imposes such a fee, the fee shall be remitted to the City along with and in the same manner and frequency as Revenues.

5.2 Within fifteen (15) days after the last day of each month during the Term of this Agreement, Contractor shall remit the Revenues to the City along with a financial accounting for such month's operation meeting the requirements of Section 15 of this Agreement.

### 6.0 PROJECT REPRESENTATION

6.1 The City designates April Kroner as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall

comply with the directions given by April Kroner and such person's designees.

- 6.2 The Contractor designates Mateusz Szkubel as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Mateusz Szkubel, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

## **7.0 TERM AND RENEWAL**

- 7.1 The term of this Agreement shall be from the Effective Date to February 29, 2024, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on the Effective Date and Contractor shall proceed with diligence and promptness so that the Equipment is delivered and Services are provided in a timely fashion for the skating season to begin on November 18, 2023.
- 7.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.
- 7.3 The City shall have the right to renew the Services portion of this Agreement for an additional term for the 2024-25 season upon written notice to the Contractor delivered on or before May 31, 2024.

## **8.0 INSURANCE**

- 8.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 8.1.1 through 8.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

- 8.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 8.1.2 General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. **The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.** The additional insured endorsement shall be at least as broad as ISO form CG2010 for General Liability coverage.
- 8.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
- 8.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 8.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 8.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand,

or the City may offset the cost of the premiums against any monies due to Contractor from the City.

- 8.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

## **9.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with Contractor's use of the Premises, the Services, or any other activities permitted hereunder, including without limitation private leagues or events, if such injury, loss, or damage is caused by the Contractor's breach of this Agreement, or negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorney fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorney' fees incurred in any action to enforce the provisions of this Section 9.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

## **10.0 QUALITY OF WORK**

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

## **11.0 INDEPENDENT CONTRACTOR**

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

- 11.1 CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**

- 11.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**
- 11.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 11.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 11.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 11.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 11.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 11.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 11.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

## **12.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent, which the City may withhold in its sole discretion.

## **13.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.



## **14.0 TERMINATION**

- 14.1 The City may terminate this Agreement at any time for a material breach of any of the conditions of this Agreement, including but not limited to payment, hours of use, location of use, failure to meet conditions of licensing, provision of insurance, failure to abide by any provision concerning protection of City property, and noise violations. For other breaches, the City will give notice of the same to Contractor and provide a reasonable time for cure, recognizing that given the nature of the Services provided pursuant to this Agreement, such reasonable time may be measured in minutes.
- 14.2 In the event of termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

## **15.0 EVENT REPORTING AND RECORDS INSPECTION AND AUDIT**

- 15.1 The City has a responsibility to the community to ensure financial transparency and prudent management of City funds and facilities.
- 15.2 As set forth in Section 5.2, each monthly remittance shall be accompanied by a financial accounting of operations conducted by Contractor pursuant to this Agreement. This financial accounting shall be in a form reasonably acceptable to the City and contain, at a minimum a summary of attendance for each day of operation during that month; any special circumstances that affected attendance, such as but not including group events; skate rental fees (if charged in addition to entry fee); a break-down of the percentage cash and card transactions; attendance by zip code for those paying with a credit or debit card; and any other information reasonably requested by the City.
- 15.3 Consultant shall maintain records, books, documents, and other evidence directly pertinent to the performance of the Services under this Agreement in accordance with generally accepted accounting principles and practices. The City shall the right to access and examine such records, without charge, during normal business hours upon reasonable advance notice. The City shall further have the right to audit such records, to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. All Contractor business records and any transcripts therefrom shall be maintained as confidential by the City, to the extent permitted by the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*

## **16.0 ENFORCEMENT**

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorney fees and court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Boulder County or the federal district court for the District of Colorado, and in no other court. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

## **17.0 COMPLIANCE WITH LAWS**

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals. Contractor agrees to pay all performing rights licensing fees to BMI, ASCAP, or other performing rights organizations for performances held pursuant to this Agreement at the rate specified by such licensing organizations. The City holds no responsibility for these payments.

## **18.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

## **19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville  
Attn: City Manager  
749 Main Street  
Louisville, CO 80027



e-mail: akroner@louisvilleco.gov

If to the Contractor:

Loners LLC d/b/a Rocky Rinks

Attn: Mateusz Szkubel

400 N Park Ave Unit 12B

Breckenridge, CO 80424

e-mail: matt@rockyrinks.com

Except for notices by email transmission, any notice required or permitted under this Agreement shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

## **20.0 EQUAL OPPORTUNITY EMPLOYER**

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **21.0 NO THIRD PARTY BENEFICIARIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving

services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

## 22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

## 23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: Dennis Maloney  
Dennis Maloney, Mayor

Attest: Meredyth Muth  
Meredyth Muth, City Clerk

CONTRACTOR:  
LONERS LLC d/b/a ROCKY RINKS

By: M. Rinks

Title: Owner

**Exhibit A**  
**Rocky Rinks Proposal**

# WinterSkate

Historic Downtown Louisville, CO

## Event Summary

The annual refrigerated rink is to run between November 18th and February 29th for the 2023-24 season. The host requires a turn-key attraction solution including ice rink operation, maintenance, ticket sales, skate rental and sharpening, and entertainment.



## Why Rocky Rinks

Enjoy a flawless event from set-up to strike with a dynamic team of dedicated installers, rink techs, and event professionals. Our motivated and agile crew rely on strict operating procedures and a guest-centric attitude to keep spirits high and deliver an unforgettable experience for all in attendance. We maximize fun for your guests with a warm reception and clear communication behind the scenes.

What's the secret? Dedicated managers and techs who are experts in their field, and local staff who are properly trained and compensated competitively with 1.5x pay for all holiday shifts, creating a better environment for everyone.

Quality equipment from rink refrigeration to professional audio bring the event to life and make a big impression. With unmatched systems from industry leads like CALMAC, Trane, and Zamboni, guests will feel the difference in each stride. Perfect ice from season open to close.

We work with hosts on a variety of events and equipment from seasonal and year-round refrigerated rinks, to rock climbing walls and water slides. Our corporate portfolio includes organizations like *Iron Sleet Rink Systems* of Itasca, IL. *Moon Jump, INC* of Addison, IL, and *Big Air Jumpers* of Denver, CO.

## Event Options

Choose from an equipment rental or purchase, with optional event management, for a season ending 2/29. Rink equipment rental is based on a flat rate for the season. Skates, sharpener, and skating aids are most economical when purchased.





## Refrigerated Rink Equipment Rental

Season Open 11/18 - Season Close 2/29

| ITEM                                                                                                                                                                                                                                                                                                                                                                                       | RATE/SEASON  | SUBTOTAL     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| <b>Refrigerated Rink Package (6,390sqft)</b><br>Dimensions Approx 62' x 105' (90' x 62' + 15' x 54') - Includes 8' to Reach Past Cut-Out - 6,390sqft Total Surface / 6,738sqft Piping<br><i>Requires 100T Chiller w/ Extreme Low-Temp Operation 8-10F</i><br>High Flow 5/8" O.D. Commercial Refrigeration Piping Ice Mats<br>4" Steel Frame Clear-View Dasher Board System - Polycarbonate | \$137,375.00 | \$137,375.00 |
| <b>Sand Box Leveling Base</b><br>2x12 Lumber 350LF, Utility Sand 165 tons                                                                                                                                                                                                                                                                                                                  | \$13,225.00  | \$13,225.00  |
| <b>Off-Ice Equipment</b><br>Barriers, Railings, Access Ramps<br>Benches, Sales Booth, Skate Rental Booth<br>Re-vulcanized Rubber Flooring<br>POS Sales Systems, Registers, Safe                                                                                                                                                                                                            | \$15,950.00  | \$15,950.00  |
| <b>Ethylene Glycol Premix</b><br>Approximately 1,000 Gallons Heat Transfer Fluid                                                                                                                                                                                                                                                                                                           | \$9,850.00   | \$9,850.00   |
| <b>Freight Delivery</b><br>Combined Delivery - Multiple Direct Truck/Hot-Shot Shipments                                                                                                                                                                                                                                                                                                    | \$9,600.00   | \$9,600.00   |
| <b>INSTALLATION</b><br><b>Full Installation - Set-Up &amp; Strike</b><br>Rink Assembly, Glycol Charging, and Commissioning<br>Includes Set-Up & Strike                                                                                                                                                                                                                                     | \$15,200.00  | \$15,200.00  |

**Equipment Purchase (No Chiller) + Annual Set-Up & Strike: \$201,200.00**

\$186,000 Equipment + \$15,200 Set-Up & Strike

## Chiller Rental

| ITEM                                                                                                                                                                         | RATE/SEASON | SUBTOTAL           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------|
| <input checked="" type="checkbox"/> <b>100T Rental Chiller w/Integral Pumps - Until 2/29/24</b><br>Leased for Season Extending from Black Friday 2023 to February 29th 2024. | \$52,000.00 | \$52,000.00        |
| <b>Total:</b>                                                                                                                                                                |             | <b>\$52,000.00</b> |

## Ice Skates + Sharpener

| RINK<br>CAPACITY<br>50SQFT/PE<br>RSON | QUANTITY                                                               | SKATE<br>PRICE | SKATE<br>AIDS               | SHARPENER<br>PRICE        | SKATE<br>RACK<br>PRICE                                            | MISC.                                     |
|---------------------------------------|------------------------------------------------------------------------|----------------|-----------------------------|---------------------------|-------------------------------------------------------------------|-------------------------------------------|
| 125 Skaters                           | 250 Total -<br>Mixed<br>Youth/Adult<br>Leather/Soft or<br>Hockey Style | \$26,750       | \$1,825<br>(6 Seal<br>Aids) | \$1,775 Wissota<br>Deluxe | \$9,400<br>(4 x 60 Pair<br>\$2,350/ea)<br>Welded<br>Portable Rack | \$500<br>Additional<br>Grinding<br>Wheels |
| <b>Total:</b>                         |                                                                        |                |                             |                           |                                                                   | <b>\$40,250.00</b>                        |

## Event Management

| ITEM                                                                                                                                                        | RATE/TERM                                             | TOTAL                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------|
| <b>Event Operations Staff<br/>+ Management</b><br>Cashier/Skate Rental, Ice Maintenance,<br>Entertainment/Announcements                                     | Season End 2/29<br><i>(Includes 1.5x Holiday Pay)</i> | \$76,508                   |
| <b>Skate Sharpening + Cleaning</b>                                                                                                                          | Per Event                                             | \$5,000.00                 |
| <b>Insurance</b>                                                                                                                                            | Per Event                                             | \$7,500.00                 |
| <b>Entertainment Package</b><br>Holiday Music (Fully Licensed)<br>Mixed Spot Light/Display Beam/Party<br>LightMixer, Mics, Cords, Speakers/PA -<br>6500sqft | Per Event                                             | \$12,750.00                |
| <b>Resurfacer Rental - Zamboni</b>                                                                                                                          | Per Event                                             | \$10,250                   |
| Event Dates 11/18/23 - 2/29/24                                                                                                                              |                                                       | <b>Total: \$112,008.00</b> |

## Terms & Scheduling

November install dates are in high-demand so scheduling is recommended as soon as possible. A 75% deposit is due at signing to schedule the project and submit component orders, remainder is due by 10/01/2023. Once scheduled, Rocky Rinks will conduct a site-visit to confirm rink site specifications.

### Contact

Matt Szkubel  
(720) 987-0909





# Signature Certificate

Reference number: 6E8EU-Z6KT5-CVPXK-TJPZS

## Signer

## Timestamp

## Signature

### Matt Szkubel

Email: matt@rockyrinks.com

Sent:

28 Jun 2023 00:18:56 UTC

Viewed:

28 Jun 2023 00:18:57 UTC

Signed:

28 Jun 2023 00:20:02 UTC



IP address: 174.215.20.133

### Meredyth Muth

Email: meredythm@louisvilleco.gov

Shared via link

Sent:

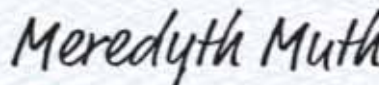
28 Jun 2023 00:18:56 UTC

Viewed:

05 Jul 2023 16:51:59 UTC

Signed:

06 Jul 2023 15:27:54 UTC



IP address: 199.127.132.134

Location: Louisville, United States

### Dennis Maloney

Email: dennism@louisvilleco.gov

Shared via link

Sent:

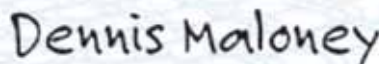
28 Jun 2023 00:18:56 UTC

Viewed:

06 Jul 2023 15:28:04 UTC

Signed:

06 Jul 2023 15:28:36 UTC



IP address: 199.127.132.134

Location: Louisville, United States

Document completed by all parties on:

06 Jul 2023 15:28:36 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.





**LOUISVILLE REVITALIZATION COMMISSION  
RESOLUTION NO. 23-02**

**A RESOLUTION APPROVING A COOPERATION AGREEMENT WITH  
THE CITY REGARDING THE OUTDOOR SKATING RINK AT THE  
STEINBAUGH PAVILION**

**WHEREAS**, the LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”); and

**WHEREAS**, the City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the “Charter”); and

**WHEREAS**, the City is party to that certain Equipment Purchase, Equipment Rental, and Management Agreement, dated July 6, 2023 (the “Management Agreement”), with Loners LLC, dba Rocky Rinks (the “Contractor”), pertaining to the operation of the City’s annual wintertime temporary outdoor ice skating rink located at the Steinbaugh Pavilion (“Ice Rink”), for the 2023-2024 Season, subject to renewal by the City for the 2024-2025 Season (the “Program”); and

**WHEREAS**, under the Management Agreement, the City has or will purchase from the Contractor and rent certain equipment necessary for the successful operation of the Ice Rink (the “Equipment”), and pay the Contractor a fee to manage the Ice Rink, for a total cost of \$405,458 (“Management Contract Price”) for the 2023-2024 Season, in exchange for the Contractor’s remittance of all revenues collected by the Contractor derived from skater fees, including admissions and skate rentals (“Revenues”), to the City; and

**WHEREAS**, the City entered into the Management Agreement with the expectation that the LRC would bear ultimate responsibility for the Management Contract Price in exchange for the Revenues remitted by the Contractor to the City under the Management Agreement; and

**WHEREAS**, in addition to paying the Management Contract Price, the LRC has agreed to pay electricity costs incurred by the City relative to the Ice Rink, up to a not-to-exceed amount; and

**WHEREAS**, the Ice Rink is located within the area (the “Plan Area”) described in the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”); and

**WHEREAS**, the Plan provides for financing the activities and undertakings of the

LRC by means of property tax allocation or tax increment financing ("Property Tax TIF") in accordance with Section 31-25-107(9) of the Act; and

**WHEREAS,** the LRC finds that the continued operation of the Ice Rink will help prevent the spread of blight within the Plan Area by drawing residents and visitors into downtown Louisville for the benefit of downtown businesses, in furtherance of the purposes of the Act and Plan, and thus desires to participate financially in the Ice Rink; and

**WHEREAS,** the Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements; and

**WHEREAS,** there has been prepared a Cooperation Agreement to set forth the terms and conditions of the LRC's financial assistance to the City for the Ice Rink; and

**WHEREAS,** the LRC and the City intend that LRC financial assistance for the Ice Rink be limited to certain Property Tax TIF revenue available to the LRC after payment of (i) LRC operating, administrative, consulting, and other costs ("Operating Expenses"), and (ii) any prior financial obligations of the LRC, including but not limited to any (a) existing bonded indebtedness, and (b) amounts required to be paid out of the LRC's special fund under existing agreements to which the LRC is a party ("Prior Financial Obligations").

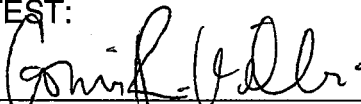
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:**

**Section 1.** The proposed Cooperation Agreement (the "Agreement") between the City of Louisville and the Louisville Revitalization Commission (the "LRC"), regarding the outdoor ice rink at the Steinbaugh Pavilion on Front Street, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

**Section 2.** The Chair is authorized to execute the Agreement on behalf of the LRC, and the Chair is hereby further authorized to negotiate and approve such revisions to said Agreement as the Chair determines are necessary or desirable for the protection of the LRC, so long as the essential terms and conditions of the Agreement are not altered.

**ADOPTED** this 20<sup>th</sup> day of September, 2023.

ATTEST:

  
\_\_\_\_\_  
Corrie Williams, Secretary

  
\_\_\_\_\_  
Alexis Adler, Chair

## **COOPERATION AGREEMENT (Outdoor Skating Rink)**

This Agreement (the "Cooperation Agreement") is made as of September 20, 2023, by and between the **CITY OF LOUISVILLE** (the "City") and the **LOUISVILLE REVITALIZATION COMMISSION** (the "LRC"). The City and the LRC are sometimes referred to herein individually as a Party and collectively as the Parties.

### RECITALS

A. The City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the "Charter").

B. The LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act").

C. The City is party to that certain Equipment Purchase, Equipment Rental, and Management Agreement, dated July 6, 2023 (the "Management Agreement"), with Loners LLC, dba Rocky Rinks (the "Contractor"), pertaining to the operation of the City's annual wintertime temporary outdoor ice skating rink located at the Steinbaugh Pavilion ("Ice Rink"), for the 2023-2024 Season, subject to renewal by the City for the 2024-2025 Season (the "Program").

D. Under the Management Agreement, the City will purchase from the Contractor and rent certain equipment necessary for the successful operation of the Ice Rink (the "Equipment"), and pay the Contractor a fee to manage the Ice Rink, for a total cost of \$405,458 ("Management Contract Price") for the 2023-2024 Season, in exchange for the Contractor's remittance of all revenues collected by the Contractor derived from skater fees, including admissions and skate rentals ("Revenues"), to the City.

E. The City entered into the Management Agreement with the expectation that the LRC would bear ultimate responsibility for the Management Contract Price in exchange for the Revenues remitted by the Contractor to the City under the Management Agreement.

F. In addition to paying the Management Contract Price, the LRC is willing to pay electricity costs incurred by the City relative to the Ice Rink, up to a not-to-exceed amount.

G. The Ice Rink is located within the area (the "Plan Area") described in the Highway 42 Revitalization Area Urban Renewal Plan (the "Plan").

H. The Plan provides for financing the activities and undertakings of the LRC by means of property tax allocation or tax increment financing ("Property Tax TIF") in accordance with Section 31-25-107(9) of the Act.

I. The LRC finds that continued operation of the Ice Rink under the Management Agreement will prevent the spread of blight within the Plan Area by drawing residents and visitors into downtown Louisville for the benefit of downtown businesses, in furtherance of the purposes of the Act and Plan.

J. The Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements.

K. The Parties desire to enter into this Cooperation Agreement to set forth the terms of the LRC's Contribution.

L. The Parties intend that LRC's financial assistance under this Cooperation Agreement be limited to certain Property Tax TIF revenue available to the LRC after payment of (i) LRC operating, administrative, consulting, and other costs ("Operating Expenses"), and (ii) any prior financial obligations of the LRC, including but not limited to any (a) existing bonded indebtedness, and (b) amounts required to be paid out of the LRC's special fund under existing agreements to which the LRC is a party ("Prior Financial Obligations").

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. Administration of Program. The City will perform the City's obligations and may exercise any and all rights under the Management Agreement with the Contractor.

2. LRC Financial Assistance.

a. In accordance with Section 31-25-107(9)(a)(II) of the Act, the LRC has established a special fund (the "Special Fund") and deposited therein all Property Tax TIF revenue from the Plan Area upon receipt from the Treasurer of Boulder County.

b. Notwithstanding any provisions of this Cooperation Agreement to the contrary, the Parties agree the LRC may use for any lawful purpose amounts not required for payments under this Cooperation Agreement.

c. The Parties expressly agree that the LRC's obligations hereunder are subordinate to payment of the LRC's Operating Expenses and Prior Financial Obligations.

d. Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its rights under this Cooperation Agreement to payment of other

obligations of the LRC, including but not limited to any bonds, loans, advances, or other LRC indebtedness.

e. 2023-2024 Season. Within thirty (30) days of the execution of this Cooperation Agreement, the LRC agrees to make a lump sum payment to the City in the total amount of \$ 405,458.00 ("LRC Assistance"), in a manner determined appropriate by the City's Finance Director, which funds shall be used by the City to make payments to the Contractor as such payments become due under the Management Agreement for the 2023-2024 Season. In addition, the LRC agrees to pay the City up to \$ 20,000 to offset electricity charges incurred by the City relative to the Ice Rink. Electricity charges exceeding \$ 20,000 for the 2023-2024 Season, shall be the responsibility of the City. The City's Finance Director, or the Director's designee, shall make deductions from the LRC's Special Fund or City's General Fund, as applicable, as frequently and in such amounts as are necessary to pay such charges as they become due. Notwithstanding the foregoing sentence, the City's Finance Director may determine an alternative method of paying such charges in the Director's reasonable discretion.

f. 2024-2025 Season. The LRC shall provide written notice to the City Council regarding the LRC's intent to contribute financially to the Program for the 2024-2025 Season, and the amount of such contribution, if any, and whether the LRC will pay electricity use charges relative to the Ice Rink, no later than April 1, 2024 (the "Notice"). The City shall respond to such Notice in writing no later than May 31, 2024, which response shall indicate whether the City intends to renew the Management Agreement and accept the LRC's financial assistance for the 2024-2025 Season ("Response"). If the City accepts the LRC's financial assistance, the LRC shall make a lump sum payment in the amount indicated in the Notice no later than June 30, 2024. While the LRC financial assistance may influence the City's decision to renew the Management Agreement for the 2024-2025 Season, nothing herein shall obligate the City to do so.

g. The City's Finance Director, or the Director's designee, shall keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the amounts deposited into and paid out from the Special Fund and General Fund under this Section.

3. Program Revenues. a. For the 2023-2024 Season, the City's Finance Director, or the Director's designee, shall deposit all Revenues received under the Management Agreement into the LRC's Special Fund.

b. The City's Finance Director, or the Director's designee, shall keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the amounts deposited into the Special Fund for the Program.

4. Termination. This Cooperation Agreement shall terminate upon expiration or termination of the Management Agreement for any reason.

5. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the Program as approved by the City Council. The Parties agree to cooperate and give timely consideration to any additional agreements or amendments to this Cooperation Agreement that may be necessary or convenient in connection with such activities and undertakings; provided, however, nothing in this Cooperation Agreement shall preclude or require the commitment of additional revenue, financing, or services by either Party beyond those provided for herein in connection with such activities and undertakings.

6. Obligations Subject to Act, Charter, and Constitution. The covenants, duties and actions required of the Parties under this Cooperation Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the Charter, the Act, any other applicable provision of law, and the Colorado Constitution. Without limiting the foregoing, all financial obligations of the City are subject to annual budgeting and appropriation of funds in the discretion of the City Council, and nothing in this Cooperation Agreement is intended or shall be deemed or construed as creating any multiple fiscal-year direct or indirect debt or financial obligation of the City.

7. Enforced Delay. Neither Party shall be considered in breach of, or in default in, its obligations with respect to this Cooperation Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay.

8. Prior Agreements. Nothing in this Cooperation Agreement is intended or shall be construed to operate as an amendment to any prior agreement between the Parties, or to enlarge, diminish or impair any provisions of, or any rights, duties or obligations thereunder.

9. No Third-Party Beneficiaries. Neither the City nor the LRC shall be obligated or liable under the terms of this Cooperation Agreement to any person or entity not a party hereto.

10. Severability. In case any one or more of the provisions contained in this Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.



11. Binding Effect. Subject to compliance with Section 13, below, this Cooperation Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns.

12. City and Commission Separate. Nothing in this Cooperation Agreement shall be interpreted in any manner as constituting the City or its officials, representatives, consultants, or employees as the agents of the LRC, or the LRC or its officials, representatives, consultants, or employees as the agents of the City. Each entity shall remain a separate legal entity pursuant to applicable law. Neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other. The LRC shall be responsible for carrying out its duties and functions in accordance with the Act and other applicable laws and regulations, and nothing herein shall be construed to compel either Party to take any action in violation of law.

13. Assignment. This Cooperation Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.

14. Governing Law. This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

15. Headings. Section headings in this Cooperation Agreement are for convenience of reference only and shall not constitute a part of this Cooperation Agreement for any other purpose.

16. Additional or Supplemental Agreements. The Parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out this Cooperation Agreement.

17. Entire Agreement; Amendment. This Cooperation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.

CITY OF LOUISVILLE,  
a Colorado municipal corporation

ATTEST:

Meredyth Muth  
City Clerk

Dennis Maloney  
Mayor

LOUISVILLE REVITALIZATION COMMISSION

ATTEST:

Carrie R. Walli  
Secretary

John R.  
Chair

March 20, 2024

Louisville City Council  
749 Main Street  
Louisville, CO 80027



Louisville City Council;

Per Section 2.F of the attached Cooperation Agreement, the Louisville Revitalization Commission (LRC) is required to notify City Council of the LRC's intent to contribute financially to operation of the City's annual wintertime temporary outdoor ice skating rink located at the Steinbaugh pavilion (the "Program").

Please accept this letter as notice that the LRC intends to contribute a total of \$150,000 to the Program for the 2024-2025 Season. Please note that this total contribution includes electricity use charges relative to the ice rink for the 2024-2025 Season.

Sincerely,

Louisville Revitalization Commission  
Louisville's Urban Renewal Authority

**LOUISVILLE REVITALIZATION COMMISSION  
RESOLUTION NO. 23-02**

**A RESOLUTION APPROVING A COOPERATION AGREEMENT WITH  
THE CITY REGARDING THE OUTDOOR SKATING RINK AT THE  
STEINBAUGH PAVILION**

**WHEREAS**, the LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the “Act”); and

**WHEREAS**, the City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the “Charter”); and

**WHEREAS**, the City is party to that certain Equipment Purchase, Equipment Rental, and Management Agreement, dated July 6, 2023 (the “Management Agreement”), with Loners LLC, dba Rocky Rinks (the “Contractor”), pertaining to the operation of the City’s annual wintertime temporary outdoor ice skating rink located at the Steinbaugh Pavilion (“Ice Rink”), for the 2023-2024 Season, subject to renewal by the City for the 2024-2025 Season (the “Program”); and

**WHEREAS**, under the Management Agreement, the City has or will purchase from the Contractor and rent certain equipment necessary for the successful operation of the Ice Rink (the “Equipment”), and pay the Contractor a fee to manage the Ice Rink, for a total cost of \$405,458 (“Management Contract Price”) for the 2023-2024 Season, in exchange for the Contractor’s remittance of all revenues collected by the Contractor derived from skater fees, including admissions and skate rentals (“Revenues”), to the City; and

**WHEREAS**, the City entered into the Management Agreement with the expectation that the LRC would bear ultimate responsibility for the Management Contract Price in exchange for the Revenues remitted by the Contractor to the City under the Management Agreement; and

**WHEREAS**, in addition to paying the Management Contract Price, the LRC has agreed to pay electricity costs incurred by the City relative to the Ice Rink, up to a not-to-exceed amount; and

**WHEREAS**, the Ice Rink is located within the area (the “Plan Area”) described in the Highway 42 Revitalization Area Urban Renewal Plan (the “Plan”); and

**WHEREAS**, the Plan provides for financing the activities and undertakings of the

LRC by means of property tax allocation or tax increment financing ("Property Tax TIF") in accordance with Section 31-25-107(9) of the Act; and

**WHEREAS,** the LRC finds that the continued operation of the Ice Rink will help prevent the spread of blight within the Plan Area by drawing residents and visitors into downtown Louisville for the benefit of downtown businesses, in furtherance of the purposes of the Act and Plan, and thus desires to participate financially in the Ice Rink; and

**WHEREAS,** the Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements; and

**WHEREAS,** there has been prepared a Cooperation Agreement to set forth the terms and conditions of the LRC's financial assistance to the City for the Ice Rink; and

**WHEREAS,** the LRC and the City intend that LRC financial assistance for the Ice Rink be limited to certain Property Tax TIF revenue available to the LRC after payment of (i) LRC operating, administrative, consulting, and other costs ("Operating Expenses"), and (ii) any prior financial obligations of the LRC, including but not limited to any (a) existing bonded indebtedness, and (b) amounts required to be paid out of the LRC's special fund under existing agreements to which the LRC is a party ("Prior Financial Obligations").

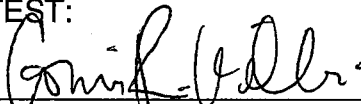
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:**

**Section 1.** The proposed Cooperation Agreement (the "Agreement") between the City of Louisville and the Louisville Revitalization Commission (the "LRC"), regarding the outdoor ice rink at the Steinbaugh Pavilion on Front Street, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

**Section 2.** The Chair is authorized to execute the Agreement on behalf of the LRC, and the Chair is hereby further authorized to negotiate and approve such revisions to said Agreement as the Chair determines are necessary or desirable for the protection of the LRC, so long as the essential terms and conditions of the Agreement are not altered.

**ADOPTED** this 20<sup>th</sup> day of September, 2023.

ATTEST:

  
\_\_\_\_\_  
Corrie Williams, Secretary

  
\_\_\_\_\_  
Alexis Adler, Chair

## **COOPERATION AGREEMENT (Outdoor Skating Rink)**

This Agreement (the "Cooperation Agreement") is made as of September 20, 2023, by and between the **CITY OF LOUISVILLE** (the "City") and the **LOUISVILLE REVITALIZATION COMMISSION** (the "LRC"). The City and the LRC are sometimes referred to herein individually as a Party and collectively as the Parties.

### RECITALS

A. The City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the "Charter").

B. The LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act").

C. The City is party to that certain Equipment Purchase, Equipment Rental, and Management Agreement, dated July 6, 2023 (the "Management Agreement"), with Loners LLC, dba Rocky Rinks (the "Contractor"), pertaining to the operation of the City's annual wintertime temporary outdoor ice skating rink located at the Steinbaugh Pavilion ("Ice Rink"), for the 2023-2024 Season, subject to renewal by the City for the 2024-2025 Season (the "Program").

D. Under the Management Agreement, the City will purchase from the Contractor and rent certain equipment necessary for the successful operation of the Ice Rink (the "Equipment"), and pay the Contractor a fee to manage the Ice Rink, for a total cost of \$405,458 ("Management Contract Price") for the 2023-2024 Season, in exchange for the Contractor's remittance of all revenues collected by the Contractor derived from skater fees, including admissions and skate rentals ("Revenues"), to the City.

E. The City entered into the Management Agreement with the expectation that the LRC would bear ultimate responsibility for the Management Contract Price in exchange for the Revenues remitted by the Contractor to the City under the Management Agreement.

F. In addition to paying the Management Contract Price, the LRC is willing to pay electricity costs incurred by the City relative to the Ice Rink, up to a not-to-exceed amount.

G. The Ice Rink is located within the area (the "Plan Area") described in the Highway 42 Revitalization Area Urban Renewal Plan (the "Plan").

H. The Plan provides for financing the activities and undertakings of the LRC by means of property tax allocation or tax increment financing ("Property Tax TIF") in accordance with Section 31-25-107(9) of the Act.

I. The LRC finds that continued operation of the Ice Rink under the Management Agreement will prevent the spread of blight within the Plan Area by drawing residents and visitors into downtown Louisville for the benefit of downtown businesses, in furtherance of the purposes of the Act and Plan.

J. The Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements.

K. The Parties desire to enter into this Cooperation Agreement to set forth the terms of the LRC's Contribution.

L. The Parties intend that LRC's financial assistance under this Cooperation Agreement be limited to certain Property Tax TIF revenue available to the LRC after payment of (i) LRC operating, administrative, consulting, and other costs ("Operating Expenses"), and (ii) any prior financial obligations of the LRC, including but not limited to any (a) existing bonded indebtedness, and (b) amounts required to be paid out of the LRC's special fund under existing agreements to which the LRC is a party ("Prior Financial Obligations").

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. Administration of Program. The City will perform the City's obligations and may exercise any and all rights under the Management Agreement with the Contractor.

2. LRC Financial Assistance.

a. In accordance with Section 31-25-107(9)(a)(II) of the Act, the LRC has established a special fund (the "Special Fund") and deposited therein all Property Tax TIF revenue from the Plan Area upon receipt from the Treasurer of Boulder County.

b. Notwithstanding any provisions of this Cooperation Agreement to the contrary, the Parties agree the LRC may use for any lawful purpose amounts not required for payments under this Cooperation Agreement.

c. The Parties expressly agree that the LRC's obligations hereunder are subordinate to payment of the LRC's Operating Expenses and Prior Financial Obligations.

d. Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its rights under this Cooperation Agreement to payment of other



obligations of the LRC, including but not limited to any bonds, loans, advances, or other LRC indebtedness.

e. 2023-2024 Season. Within thirty (30) days of the execution of this Cooperation Agreement, the LRC agrees to make a lump sum payment to the City in the total amount of \$ 405,458.00 ("LRC Assistance"), in a manner determined appropriate by the City's Finance Director, which funds shall be used by the City to make payments to the Contractor as such payments become due under the Management Agreement for the 2023-2024 Season. In addition, the LRC agrees to pay the City up to \$ 20,000 to offset electricity charges incurred by the City relative to the Ice Rink. Electricity charges exceeding \$ 20,000 for the 2023-2024 Season, shall be the responsibility of the City. The City's Finance Director, or the Director's designee, shall make deductions from the LRC's Special Fund or City's General Fund, as applicable, as frequently and in such amounts as are necessary to pay such charges as they become due. Notwithstanding the foregoing sentence, the City's Finance Director may determine an alternative method of paying such charges in the Director's reasonable discretion.

f. 2024-2025 Season. The LRC shall provide written notice to the City Council regarding the LRC's intent to contribute financially to the Program for the 2024-2025 Season, and the amount of such contribution, if any, and whether the LRC will pay electricity use charges relative to the Ice Rink, no later than April 1, 2024 (the "Notice"). The City shall respond to such Notice in writing no later than May 31, 2024, which response shall indicate whether the City intends to renew the Management Agreement and accept the LRC's financial assistance for the 2024-2025 Season ("Response"). If the City accepts the LRC's financial assistance, the LRC shall make a lump sum payment in the amount indicated in the Notice no later than June 30, 2024. While the LRC financial assistance may influence the City's decision to renew the Management Agreement for the 2024-2025 Season, nothing herein shall obligate the City to do so.

g. The City's Finance Director, or the Director's designee, shall keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the amounts deposited into and paid out from the Special Fund and General Fund under this Section.

3. Program Revenues. a. For the 2023-2024 Season, the City's Finance Director, or the Director's designee, shall deposit all Revenues received under the Management Agreement into the LRC's Special Fund.

b. The City's Finance Director, or the Director's designee, shall keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries shall be made of the amounts deposited into the Special Fund for the Program.

4. Termination. This Cooperation Agreement shall terminate upon expiration or termination of the Management Agreement for any reason.

5. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the Program as approved by the City Council. The Parties agree to cooperate and give timely consideration to any additional agreements or amendments to this Cooperation Agreement that may be necessary or convenient in connection with such activities and undertakings; provided, however, nothing in this Cooperation Agreement shall preclude or require the commitment of additional revenue, financing, or services by either Party beyond those provided for herein in connection with such activities and undertakings.

6. Obligations Subject to Act, Charter, and Constitution. The covenants, duties and actions required of the Parties under this Cooperation Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the Charter, the Act, any other applicable provision of law, and the Colorado Constitution. Without limiting the foregoing, all financial obligations of the City are subject to annual budgeting and appropriation of funds in the discretion of the City Council, and nothing in this Cooperation Agreement is intended or shall be deemed or construed as creating any multiple fiscal-year direct or indirect debt or financial obligation of the City.

7. Enforced Delay. Neither Party shall be considered in breach of, or in default in, its obligations with respect to this Cooperation Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay.

8. Prior Agreements. Nothing in this Cooperation Agreement is intended or shall be construed to operate as an amendment to any prior agreement between the Parties, or to enlarge, diminish or impair any provisions of, or any rights, duties or obligations thereunder.

9. No Third-Party Beneficiaries. Neither the City nor the LRC shall be obligated or liable under the terms of this Cooperation Agreement to any person or entity not a party hereto.

10. Severability. In case any one or more of the provisions contained in this Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

11. Binding Effect. Subject to compliance with Section 13, below, this Cooperation Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns.

12. City and Commission Separate. Nothing in this Cooperation Agreement shall be interpreted in any manner as constituting the City or its officials, representatives, consultants, or employees as the agents of the LRC, or the LRC or its officials, representatives, consultants, or employees as the agents of the City. Each entity shall remain a separate legal entity pursuant to applicable law. Neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other. The LRC shall be responsible for carrying out its duties and functions in accordance with the Act and other applicable laws and regulations, and nothing herein shall be construed to compel either Party to take any action in violation of law.

13. Assignment. This Cooperation Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.

14. Governing Law. This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

15. Headings. Section headings in this Cooperation Agreement are for convenience of reference only and shall not constitute a part of this Cooperation Agreement for any other purpose.

16. Additional or Supplemental Agreements. The Parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out this Cooperation Agreement.

17. Entire Agreement; Amendment. This Cooperation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.

CITY OF LOUISVILLE,  
a Colorado municipal corporation

ATTEST:

*Meredyth Muth*

City Clerk

*Dennis Maloney*

Mayor

LOUISVILLE REVITALIZATION COMMISSION

ATTEST:

*Carm R. Walli*

Secretary

*John R.*

Chair

**SUBJECT:                   APPROVAL OF EQUIPMENT PURCHASE, EQUIPMENT RENTAL,  
AND MANAGEMENT AGREEMENT WITH ROCKY RINKS TO  
CONDUCT THE CITY'S ANNUAL WINTERTIME OUTDOOR ICE  
SKATING RINK**

**DATE:                       JUNE 20, 2023**

**PRESENTED BY:   APRIL KRONER, ECONOMIC VITALITY MANAGER**

**SUMMARY:**

Attached for Council consideration is a draft agreement, along with the proposal for equipment and services, with Rocky Rinks for the equipment purchase, equipment rental, and management services to conduct the City's annual wintertime outdoor ice skating rink.

The wintertime ice skating rink has been provided in the City's downtown at the site commonly referred to as the Steinbaugh Pavilion for approximately twenty years. In addition to offering a fun, family-friendly outdoor experience to Louisville residents and visitors alike, this event is critical to the viability and success of the downtown business community through the winter months as it keeps the area vibrant and brings people in to shop and dine in the local establishments.

Historically, the event was brought to the City through an arrangement with Boulder Creek Events (BCE) and was termed 'WinterSkate'. Approximately 3 years ago, BCE sold their equipment to a different company, Ice Rink Events (IRE), which then contracted with the City to conduct the ice skating rink, and also contracted with BCE to manage the skating rink. At the close of the 2022-23 season, IRE notified the City it would no longer be operating the event.

After that time the City's Cultural Services Division began to explore the potential for other vendors to conduct the ice skating rink, including the need for the City to acquire and/or rent all the equipment and materials needed to construct and maintain the rink itself, as well as all associated items such as rental skates for use. In April of 2023, the possibility that there may not be an ice skating rink in the downtown for the 2023-24 season came to the attention of the Downtown Business Association (DBA) and City Economic Vitality staff. The Cultural Services and Economic Vitality team then began to collaborate in an effort to move quickly to find a path for the ice skating rink to be continued for the 2023-24 season and beyond. This effort was also done in collaboration with the DBA and the Louisville Revitalization Commission.

Given the time constraints of notice at the end of the season, the limited number of vendors that provide outdoor ice skating rinks and event management, and the deadlines to order all of the equipment needed to make the rink, the City did not have time to issue

**SUBJECT: OUTDOOR ICE SKATING RINK AGREEMENT****DATE: JUNE 6, 2023****PAGE 2 OF 3**

an RFP. However, the City did obtain proposals from three Colorado-based vendors for consideration. After significant discussions with the vendors and consideration of all aspects of the ice rink, including the overall experience and operations, staff is recommending Rocky Rinks for the equipment purchase, equipment rental, and event management.

The following summarizes the three main components of the draft agreement:

- **Equipment Purchase:** The rink components/equipment will be purchased for long-term ownership by the City/LRC. The City previously did not own any of the items needed to construct and/or maintain the rink. This also includes the purchase of ice skates for rental, as well as rink/site set-up and take-down. Storage of items during the off-season is being explored.
- **Equipment Rental:** The chiller needed to maintain the ice will be rented for the 2023-24 season. Purchase of a chiller may be considered in future years however this large equipment would require year-round storage.
- **Event Management:** Services will be provided to operate the public skating rink, as well as any special events that may be held. This includes hiring staff, collecting skating fees, offering concessions, and provisions a great experience including lighting and seasonal music.
  - All skater fees will be remitted to the City to offset the start-up costs for equipment purchases/rentals and event operations.
  - The skating season is proposed to commence on November 18, 2023 and last at least through February 19, 2024 (potentially through February 29, 2024).
  - Option to renew event management for subsequent years if desired.

**FISCAL IMPACT:**

City Budget = N/A

Funding for the ice skating rink will be provided by the Louisville Revitalization Commission (LRC) as the presence of the ice skating rink is determined to be vital to support local businesses in the Urban Renewal Area during the winter months which are much slower in terms of visitors and sales. Recently, the LRC took action to recommend a budget amendment to appropriate up to \$300,000 towards the equipment purchases, rental, and event operations to support the 2023-24 outdoor ice skating rink. A future budget amendment will be required by the LRC prior to the end of October, 2023, to cover the remaining start-up costs and electricity for the site, however all skater revenues generated by the rink will be remitted back to the LRC at the end of the season to recoup some costs.

**PROGRAM/SUB-PROGRAM IMPACT:**

The wintertime ice skating rink addresses the goals and objectives of the following City Programs/Sub-Programs:

- Economic Prosperity Program/Business Retention and Development

In addition, while not operated by the City's Recreation Division, the ice skating rink does address the Recreation Program and provides for youth and adult recreational activities.

**RECOMMENDATION:**

Staff recommends approval of the Agreement with Rocky Rinks for Equipment Purchase, Equipment Rental, and Management to conduct the City of Louisville Ice Skating Rink.

**ATTACHMENTS:**

1. Agreement with Rocky Rinks for Equipment Purchase, Equipment Rental and Management for the City of Louisville Ice Skating Rink.
2. Rocky Rinks Proposal.

**STRATEGIC PLAN IMPACT:**

|                                     |                                                                                                                                        |                          |                                                                                                                             |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            |  <b>Financial Stewardship &amp; Asset Management</b> | <input type="checkbox"/> |  <b>Reliable Core Services</b>            |
| <input checked="" type="checkbox"/> |  <b>Vibrant Economic Climate</b>                    | <input type="checkbox"/> |  <b>Quality Programs &amp; Amenities</b> |
| <input type="checkbox"/>            |  <b>Engaged Community</b>                           | <input type="checkbox"/> |  <b>Healthy Workforce</b>                |
| <input type="checkbox"/>            |  <b>Supportive Technology</b>                       | <input type="checkbox"/> |  <b>Collaborative Regional Partner</b>   |

# EQUIPMENT PURCHASE, EQUIPMENT RENTAL, AND MANAGEMENT AGREEMENT

## Skating Event 2023-24 Season

### 1.0 PARTIES

This EQUIPMENT PURCHASE, EQUIPMENT RENTAL, AND MANAGEMENT AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **Loners LLC**, a Colorado limited liability company doing business as **Rocky Rinks**, hereinafter referred to as the "Contractor".

### 2.0 RECITALS AND PURPOSE

- 2.1 The City is the owner of certain real property located at 824 Front Street, Louisville, Colorado, commonly referred to as the Steinbaugh Pavilion, and of certain adjacent streets and public parking areas being made available to Contractor by the City for the conduct of the City's annual wintertime temporary outdoor ice skating rink (the "Premises").
- 2.2 The City desires to engage the Contractor for the purpose of purchasing refrigerated ice rink equipment (the "Equipment"), renting a 100T chiller with integrated pumps for use with the Equipment (the "Rental"), and providing event management services (the "Services") as further set forth in the Contractor's proposal attached hereto as **Exhibit A** and incorporated herein by this reference, for conduct of the City's hosting of annual public ice skating event, consisting of a temporary ice rink, concessions stand, and skate rental booth (the "Event" or "Skating Event"). In the event of any conflict between the terms in the body of this Agreement and Exhibit A, the terms in the body of this Agreement shall control.
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to provide the Equipment and Rental and perform the Services.

### 3.0 SCOPE OF AGREEMENT

The purpose of this Agreement is to provide for the necessary equipment and management services for the City's annual Skating Event for the 2023-24 season. During the term of this Agreement, Contractor shall have exclusive use of the Premises for conduct of the Event.

- 3.1 **Equipment Purchase and Rental.** The City shall purchase from Contractor all equipment necessary to set up and operate the ice rink (the "Equipment"), except



for the chiller, which City shall rent from Contractor for the season (the "Rental"), all as set forth in **Exhibit A**.

3.2 **Equipment Installation.** Contractor shall install the equipment purchased and rented by the City or otherwise necessary to set up and host The Event. Contractor shall provide for City approval a schedule for equipment delivery, set-up, maintenance, operation, and removal of all equipment and other personal property and temporary improvements for conduct of The Event pursuant to this Agreement and in compliance with all codes, ordinances, rules, and regulations of the City.

3.3 **Management Services.** The City retains Contractor to provide management services to the City's temporary outdoor rink for the Skating Event, the "Event" referenced in **Exhibit A**, which includes ice rink operation, maintenance, ticket sales, skate rental and sharpening, and entertainment.

Without limiting the generality of the foregoing, Contractor's Event Management Services shall include, but not be limited to, and shall be subject to the following conditions:

3.3.1 Contractor shall provide all operational staff and shall be exclusively responsible for the management of such personnel and the payment of all wages and withholdings in connection therewith. Contractor shall provide site-specific training to all staff members with a focus on providing excellent customer service.

3.3.2 Contractor shall maintain all ice surfaces and keep the same free from snow and debris.

3.3.3 Contractor shall keep all walkways free from ice and snow.

3.3.4 Contractor shall keep all outdoor areas free from trash and debris. The City shall continue to service all City-owned trash receptacles currently on the Premises in accordance with the City's regular trash service schedule for the Premises. If in order to keep the Premises clean, additional trash removal than that provided by the City is required, Contractor shall be responsible for such trash removal. Pursuant to the Louisville Sustainability Action Plan, Contractor is required to provide Zero Waste stations, featuring recycling and compost bins.

3.3.5 Contractor shall ensure that all City ordinances, rules, and regulations are followed and enforced.

3.3.6 Contractor shall ensure the ice rink is used only by members of the public and for no private purpose or event without the City's prior written consent.

- 3.3.7 Contractor shall immediately notify the City in the event repairs are required to any City-owned or leased building, equipment, or area.
  - 3.3.8 Contractor shall secure all buildings and equipment when not in use and will be liable for any damages, thefts, or other costs resulting from the failure to properly secure any building or equipment.
  - 3.3.9 Contractor shall manage and take full responsibility for all concession activities, including obtaining all necessary licenses and permits and providing all concession merchandise and supplies.
  - 3.3.10 Contractor shall not place or permit any signs on the Premises in connection with the Event except those approved by the City in writing, which approval may be granted or denied in the City's sole discretion.
  - 3.3.11 Contractor shall not keep any hazardous materials in or about the Premises without prior written consent of the City, which consent may be granted or denied in the City's sole discretion. "Hazardous material" includes, but is not limited to, asbestos, other asbestotic material (which is currently or may be designated in the future as a hazardous material), any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds, and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state, or local law.
  - 3.3.12 The City shall have no responsibility, liability, or obligation with respect to the safety or security of any Contractor's personal property placed on or located at the Premises, it being acknowledged and understood by the Contractor that the safety and security of any such property is the sole responsibility and risk of Contractor. Contractor shall not remove any of the City's Equipment or personal property from Premises.
- 3.4 **Conduct of the Event.** The Skating Event shall be conducted subject to all terms and conditions of this Agreement, and in accordance with the following standards and limitations:
- 3.4.1 Amplified sound shall not be permitted beyond 10:00 p.m. and the volume of which shall not be so loud that it materially interferes with or disrupts an individual's conduct of activities in his or her home, which noise level shall be measured against the objective standard of a reasonable person of normal sensitivity as determined by the City. Amplified sound shall not be used before start times designated by the City Manager or his designee. Notwithstanding the foregoing, the City reserves the right to require Licensee to further restrict times of and/or reduce the volume of amplified sound.

3.4.2 No Event activities shall begin before 8:00 a.m. and extend beyond 10:00 p.m.

3.4.3 No carnival or amusement rides (defined to include rides with moving passenger compartments or tracks) shall be permitted.

3.4.4 No alcohol sales, service, tastings, or consumption (whether for consideration or not) shall be permitted.

### 3.5 **Post-Season Restoration of Premises.**

3.5.1 At the conclusion of the 2023-24 season, Contractor shall cease use of the Premises and shall return the same to as good a condition as when Contractor commenced its Services except for normal wear and tear not resulting from Contractor's negligence.

3.5.2 The City shall remove and store the Equipment purchased by the City from Contractor pursuant to this Agreement. Within ten (10) days following conclusion of the 2023-24 season, Contractor shall remove the chiller rented by the City from Contractor and any other equipment or personal property installed or placed on the Property by Contractor.

## 4.0 **CONTRACTOR COMPENSATION**

4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the following amounts, which are set forth in **Exhibit A** attached hereto and incorporated herein by this reference:

|                                                                |                     |
|----------------------------------------------------------------|---------------------|
| Equipment Purchase (No Chiller) + Annual Set-up and Strike:    | \$201,200.00        |
| Chiller Rental:                                                | \$ 52,000.00        |
| Ice Skates + Sharpener                                         | \$ 40,250.00        |
| Event Management                                               | <u>\$112,008.00</u> |
| <b>Total Cost</b> of Equipment Purchase, Rental and Management | <b>\$405,458.00</b> |

The City shall not pay mileage or other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The scope of services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services that exceeds the amount payable under the terms of this Agreement.

4.2 Payment terms shall be as follows:

4.2.1 Upon execution of this Agreement, the City shall pay Contractor \$300,000.00.

4.2.2 On or before October 1, 2023, the City shall pay Contractor the balance of \$105,458.00.

## **5.0 EVENT REVENUES**

5.1 The City shall receive all amounts derived from skater fees, including admissions and skate rentals (the "Revenues") derived from The Event. Contractor shall collect such amounts from patrons and hold the funds in trust for the City until remitted.

5.2 Within fifteen (15) days after the last day of each month during the Term of this Agreement, Contractor shall remit the Revenues to the City along with a financial accounting for such month's operation meeting the requirements of Section 15 of this Agreement.

## **6.0 PROJECT REPRESENTATION**

6.1 The City designates \_\_\_\_\_ as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by \_\_\_\_\_ and such person's designees.

6.2 The Contractor designates \_\_\_\_\_ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly \_\_\_\_\_, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

## **7.0 TERM AND RENEWAL**

7.1 The term of this Agreement shall be from the Effective Date to February 29, 2024, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on the Effective Date and Contractor shall proceed with diligence and promptness so that the Equipment is delivered and Services are provided in a timely fashion for the skating season to begin on November 18, 2023.

7.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of

the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

- 7.3 The City shall have the right to renew the Services portion of this Agreement for an additional term for the 2024-25 season upon written notice to the Contractor delivered on or before May 31, 2024.

## **8.0 INSURANCE**

- 8.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 8.1.1 through 8.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

- 8.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 8.1.2 General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. **The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.** The additional insured endorsement shall be at least as broad as ISO form CG2010 for General Liability coverage.
- 8.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.

- 8.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 8.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 8.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- 8.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

## **9.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorney fees if the court determines that these incurred costs and expenses are

related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorney' fees incurred in any action to enforce the provisions of this Section 9.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

## **10.0 QUALITY OF WORK**

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

## **11.0 INDEPENDENT CONTRACTOR**

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

**11.1 CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**

**11.2. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**

11.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

11.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.

11.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.

11.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.

11.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.

- 11.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 11.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

## **12.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent, which the City may withhold in its sole discretion.

## **13.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

## **14.0 TERMINATION**

- 14.1 The City may terminate this Agreement at any time for a material breach of any of the conditions of this Agreement, including but not limited to payment, hours of use, location of use, failure to meet conditions of licensing, provision of insurance, failure to abide by any provision concerning protection of City property, and noise violations. For other breaches, the City will give notice of the same to Contractor and provide a reasonable time for cure, recognizing that given the nature of the Services provided pursuant to this Agreement, such reasonable time may be measured in minutes.
- 14.2 In the event of termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

## **15.0 EVENT REPORTING AND RECORDS INSPECTION AND AUDIT**

- 15.1 The City has a responsibility to the community to ensure financial transparency and prudent management of City funds and facilities.
- 15.2 As set forth in Section 5.2, each monthly remittance shall be accompanied by a financial accounting of operations conducted by Contractor pursuant to this Agreement. This financial accounting shall be in a form reasonably acceptable to the City and contain, at a minimum a summary of attendance for each day of



operation during that month; any special circumstances that affected attendance, such as but not including group events; skate rental fees (if charged in addition to entry fee); a break-down of the percentage cash and card transactions; attendance by zip code for those paying with a credit or debit card; and any other information reasonably requested by the City.

- 15.3 Consultant shall maintain records, books, documents, and other evidence directly pertinent to the performance of the Services under this Agreement in accordance with generally accepted accounting principles and practices. The City shall the right to access and examine such records, without charge, during normal business hours upon reasonable advance notice. The City shall further have the right to audit such records, to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. All Contractor business records and any transcripts therefrom shall be maintained as confidential by the City, to the extent permitted by the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*

## **16.0 ENFORCEMENT**

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorney fees and court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Boulder County or the federal district court for the District of Colorado, and in no other court. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

## **17.0 COMPLIANCE WITH LAWS**

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals. Contractor agrees to pay all performing rights licensing fees to BMI, ASCAP, or other performing rights organizations for performances held pursuant to this Agreement at the rate specified by such licensing organizations. The City holds no responsibility for these payments.

## **18.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

## **19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville

Attn: \_\_\_\_\_

749 Main Street

Louisville, CO 80027

e-mail: \_\_\_\_\_

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Except for notices by email transmission, any notice required or permitted under this Agreement shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

## **20.0 EQUAL OPPORTUNITY EMPLOYER**

20.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

- 20.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **21.0 NO THIRD PARTY BENEFICIARIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

## **22.0 SUBCONTRACTORS**

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

## **23.0 AUTHORITY TO BIND**

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: \_\_\_\_\_  
Dennis Maloney, Mayor

Attest: \_\_\_\_\_  
Meredyth Muth, City Clerk

CONTRACTOR:  
LONERS LLC d/b/a ROCKY RINKS

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Rocky Rinks Proposal**

# WinterSkate

Historic Downtown Louisville, CO

## Event Summary

The annual refrigerated rink is to run between November 18th and February 29th for the 2023-24 season. The host requires a turn-key attraction solution including ice rink operation, maintenance, ticket sales, skate rental and sharpening, and entertainment.



## Why Rocky Rinks

Enjoy a flawless event from set-up to strike with a dynamic team of dedicated installers, rink techs, and event professionals. Our motivated and agile crew rely on strict operating procedures and a guest-centric attitude to keep spirits high and deliver an unforgettable experience for all in attendance. We maximize fun for your guests with a warm reception and clear communication behind the scenes.

What's the secret? Dedicated managers and techs who are experts in their field, and local staff who are properly trained and compensated competitively with 1.5x pay for all holiday shifts, creating a better environment for everyone.

Quality equipment from rink refrigeration to professional audio bring the event to life and make a big impression. With unmatched systems from industry leads like CALMAC, Trane, and Zamboni, guests will feel the difference in each stride. Perfect ice from season open to close.

We work with hosts on a variety of events and equipment from seasonal and year-round refrigerated rinks, to rock climbing walls and water slides. Our corporate portfolio includes organizations like *Iron Sleek Rink Systems* of Itasca, IL. *Moon Jump, INC* of Addison, IL, and *Big Air Jumpers* of Denver, CO.

## Event Options

Choose from an equipment rental or purchase, with optional event management, for a season ending 2/29. Rink equipment rental is based on a flat rate for the season. Skates, sharpener, and skating aids are most economical when purchased.





## Refrigerated Rink Equipment Rental

Season Open 11/18 - Season Close 2/29

| ITEM                                                                                                                                                                                                                                                                                                                                                                                       | RATE/SEASON  | SUBTOTAL     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| <b>Refrigerated Rink Package (6,390sqft)</b><br>Dimensions Approx 62' x 105' (90' x 62' + 15' x 54') - Includes 8' to Reach Past Cut-Out - 6,390sqft Total Surface / 6,738sqft Piping<br><b>Requires 100T Chiller w/ Extreme Low-Temp Operation 8-10F</b><br>High Flow 5/8" O.D. Commercial Refrigeration Piping Ice Mats<br>4" Steel Frame Clear-View Dasher Board System - Polycarbonate | \$137,375.00 | \$137,375.00 |
| <b>Sand Box Leveling Base</b><br>2x12 Lumber 350LF, Utility Sand 165 tons                                                                                                                                                                                                                                                                                                                  | \$13,225.00  | \$13,225.00  |
| <b>Off-Ice Equipment</b><br>Barriers, Railings, Access Ramps<br>Benches, Sales Booth, Skate Rental Booth<br>Re-vulcanized Rubber Flooring<br>POS Sales Systems, Registers, Safe                                                                                                                                                                                                            | \$15,950.00  | \$15,950.00  |
| <b>Ethylene Glycol Premix</b><br>Approximately 1,000 Gallons Heat Transfer Fluid                                                                                                                                                                                                                                                                                                           | \$9,850.00   | \$9,850.00   |
| <b>Freight Delivery</b><br>Combined Delivery - Multiple Direct Truck/Hot-Shot Shipments                                                                                                                                                                                                                                                                                                    | \$9,600.00   | \$9,600.00   |
| <b>INSTALLATION</b><br><b>Full Installation - Set-Up &amp; Strike</b><br>Rink Assembly, Glycol Charging, and Commissioning<br>Includes Set-Up & Strike                                                                                                                                                                                                                                     | \$15,200.00  | \$15,200.00  |

**Equipment Purchase (No Chiller) + Annual Set-Up & Strike: \$201,200.00**

\$186,000 Equipment + \$15,200 Set-Up & Strike

## Chiller Rental

| ITEM                                                                                                                                                                         | RATE/SEASON | SUBTOTAL           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------|
| <input checked="" type="checkbox"/> <b>100T Rental Chiller w/Integral Pumps - Until 2/29/24</b><br>Leased for Season Extending from Black Friday 2023 to February 29th 2024. | \$52,000.00 | \$52,000.00        |
| <b>Total:</b>                                                                                                                                                                |             | <b>\$52,000.00</b> |



Ice Skates + Sharpener

| RINK<br>CAPACITY<br>50SQFT/PE<br>RSON | QUANTITY                                                               | SKATE<br>PRICE | SKATE<br>AIDS               | SHARPENER<br>PRICE        | SKATE<br>RACK<br>PRICE                                            | MISC.                                     |
|---------------------------------------|------------------------------------------------------------------------|----------------|-----------------------------|---------------------------|-------------------------------------------------------------------|-------------------------------------------|
| 125 Skaters                           | 250 Total -<br>Mixed<br>Youth/Adult<br>Leather/Soft or<br>Hockey Style | \$26,750       | \$1,825<br>(6 Seal<br>Aids) | \$1,775 Wissota<br>Deluxe | \$9,400<br>(4 x 60 Pair<br>\$2,350/ea)<br>Welded<br>Portable Rack | \$500<br>Additional<br>Grinding<br>Wheels |
| Total:                                |                                                                        |                |                             |                           |                                                                   | \$40,250.00                               |

Event Management

| ITEM                                                                                                                                                        | RATE/TERM                                             | TOTAL               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|---------------------|
| <b>Event Operations Staff<br/>+ Management</b><br>Cashier/Skate Rental, Ice Maintenance,<br>Entertainment/Announcements                                     | Season End 2/29<br><i>(Includes 1.5x Holiday Pay)</i> | \$76,508            |
| <b>Skate Sharpening + Cleaning</b>                                                                                                                          | Per Event                                             | \$5,000.00          |
| <b>Insurance</b>                                                                                                                                            | Per Event                                             | \$7,500.00          |
| <b>Entertainment Package</b><br>Holiday Music (Fully Licensed)<br>Mixed Spot Light/Display Beam/Party<br>LightMixer, Mics, Cords, Speakers/PA -<br>6500sqft | Per Event                                             | \$12,750.00         |
| <b>Resurfacer Rental - Zamboni</b>                                                                                                                          | Per Event                                             | \$10,250            |
| Event Dates 11/18/23 - 2/29/24                                                                                                                              |                                                       | Total: \$112,008.00 |



## Terms & Scheduling

November install dates are in high-demand so scheduling is recommended as soon as possible. A 75% deposit is due at signing to schedule the project and submit component orders, remainder is due by 10/01/2023. Once scheduled, Rocky Rinks will conduct a site-visit to confirm rink site specifications.

### Contact

Matt Szkubel  
(720) 987-0909



## Old Town Skate

**23-24 Executive Summary****Tickets & Attendance**

**10,648**  
Standard  
Admissions

**1,667**  
Bring Your  
Own Skates

**777**  
4 & Under  
FREE

**77**  
5 Entry  
Punch Cards

**13,477 Total Skaters**

**Gross Revenue**

**DEC**  
**\$80,457**

**JAN**  
**\$28,514**

**FEB**  
**\$11,865**

**\$120,836 Total Gross Revenue**



## Challenges

- Electrical Hookup Modification
- Chiller Compressor Failure
- Zamboni Manufacturer Defects

## 24-25 Planned Improvements

- Dedicated Web Presence & Communication Channels - Phone, Email, Inquiry Forms
- Greater Congruence - Carriage Rides, Downtown Events, & Rink Open Hours
- Ambiance - String Lighting, DBA Banner
- Additional Staff & Crowd Control
- Consideration of More Community Events, Skating Lessons, ETC
- Additional Concessions Options, Dedicated Concession Booth, Handwashing Station, Additional Rubber Flooring

## Project Schedule

### SUMMER 24

- Web Presence Design & Implementation
- Website Wireframe Proposal, Launch, SEO
- Fielding Community Inquiries Prior to Season Start

### FALL 24

- Rink Construction Starting October 15th
- Rink Open Date November 16th

### HOLIDAY SEASON 24

- Improved Event Safety with Additional Staff & Crowd Control Measures
- Dedicated Concessions & Ticket Window

