

SUBJECT: APPROVAL OF FIRST AMENDMENT TO ICE RINK
MANAGEMENT AGREEMENT FOR THE 2025-2026 SEASON

DATE: JULY 9, 2024

PRESENTED BY: ADAM BLACKMORE, DIRECTOR OF PARKS AND
RECREATION

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. Staff recommends a First amendment to the Management Agreement (*Attachment #2*) for the 2024-2025 season.

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.

2024-2025 Funding

In order to fund the ice rink for the 2023-2024 season, the City entered into the attached Cooperation Agreement 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 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. This amount is intended to cover a portion of the proposed operating cost of \$204,362 operating cost for the 2024-2025 season, as well as any electricity use charges. For reference, the LRC contributed \$20,000 towards electricity for the 2023-2024 season.

City Council approved Resolution No. 28, Series 2024 accepting the LRC's financial assistance on June 4, 2024. If the Management Agreement is renewed, the LRC shall make a lump sum payment in the amount indicated in the written notice.

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.

With generous support and funding from the LRC, the ice skating rink was moved 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 now operates 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.

2024-2025 Rink Planning

For the 2024-2025 season, the rink is expected to open on November 16th, 2024 and close on February 18, 2025. The contractor acknowledges that there were 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 \$129,000.

First Amendment to Management Agreement

The proposed First Amendment to Equipment Purchase, Equipment Rental, and Management Agreement renews the Management Agreement for the 2024-2025 season and also formalizes some of the contractor's planned improvements. Changes included in the proposed amendment are summarized below:

- The Contractor may rent the rink out for private events with City approval.
- Event activities are allowed to extend until 11 PM.
- The Contractor is responsible for removal and storage of Equipment.
- The total cost of \$204,362 shall be paid by the City to the Contractor on or before July 16, 2024.
- The Contractor shall remit to the City 30% of all rink rental fees for private leagues and events.

With approval of the First Amendment to the Management Agreement, the City would agree to contract with Rocky Rinks again to manage Old Town Skate for the 2024-2025 season. The First Amendment also gives the City the right to renew the Services portion of the Management Agreement for the 2023-2026 season.

FISCAL IMPACT:

The LRC has agreed to contribute \$150,000 towards the ice rink for the 2024-2025 season. This is intended to cover a portion of the operating costs, as well as electricity use charges relative to the rink. The proposed operating cost for the 2024-2025 season is \$204,362.

SUBJECT: FIRST AMENDMENT TO ICE RINK MANAGEMENT AGREEMENT**DATE: JULY 9, 2024****PAGE 4 of 4****RECOMMENDATION:**

Staff recommends approving a First Amendment to the Equipment Purchase, Equipment Rental, and Management Agreement with Loners LLC, doing business as Rocky Rinks.

ATTACHMENT(S):

1. Management Agreement
2. First Amendment to the Management Agreement

STRATEGIC PLAN IMPACT:

☐	 Financial Stewardship & Asset Management	☐	 Reliable Core Services
☒	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

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>
Total Cost of Equipment Purchase, Rental and Management	\$405,458.00

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
Refrigerated Rink Package (6,390sqft) 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 <i>Requires 100T Chiller w/ Extreme Low-Temp Operation 8-10F</i> High Flow 5/8" O.D. Commercial Refrigeration Piping Ice Mats 4" Steel Frame Clear-View Dasher Board System - Polycarbonate	\$137,375.00	\$137,375.00
Sand Box Leveling Base 2x12 Lumber 350LF, Utility Sand 165 tons	\$13,225.00	\$13,225.00
Off-Ice Equipment Barriers, Railings, Access Ramps Benches, Sales Booth, Skate Rental Booth Re-vulcanized Rubber Flooring POS Sales Systems, Registers, Safe	\$15,950.00	\$15,950.00
Ethylene Glycol Premix Approximately 1,000 Gallons Heat Transfer Fluid	\$9,850.00	\$9,850.00
Freight Delivery Combined Delivery - Multiple Direct Truck/Hot-Shot Shipments	\$9,600.00	\$9,600.00
INSTALLATION Full Installation - Set-Up & Strike Rink Assembly, Glycol Charging, and Commissioning 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
☒ 100T Rental Chiller w/Integral Pumps - Until 2/29/24 Leased for Season Extending from Black Friday 2023 to February 29th 2024.	\$52,000.00	\$52,000.00
Total:		\$52,000.00

Ice Skates + Sharpener

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

Event Management

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



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

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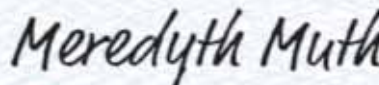
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05 Jul 2023 16:51:59 UTC

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:

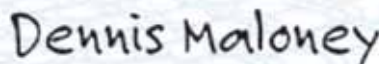
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Signed:

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.



FIRST AMENDMENT TO EQUIPMENT PURCHASE, EQUIPMENT RENTAL, AND MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT to Equipment Purchase, Equipment Rental, and Management Agreement (this "Amendment") is made and entered into this ____ day of _____, 2024, by and between the **City of Louisville**, a Colorado home rule municipal corporation ("City") and **Loners LLC**, a Colorado limited liability company doing business as **Rocky Rinks** ("Contractor").

WHEREAS, the City and Contractor are parties to an Equipment Purchase, Equipment Rental, and Management Agreement dated July 6, 2023 for the conduct of the City's annual wintertime temporary outdoor ice skating rink (the "Original Agreement"); and

WHEREAS, the initial term of the Original Agreement expired February 29, 2024; and

WHEREAS, the City has the right to renew the Original Agreement for the 2024-25 season upon written notice to the Contractor delivered on or before May 31, 2024; and

WHEREAS, the City desires to exercise its option to renew the Original Agreement and the parties desire to enter into this Amendment to address the extended term and payment therefor and to make other changes agreed to by the parties.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein and in the Original Agreement, the parties agree as follows:

Section 1. Section 3.3 of the Original Agreement is amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

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, rink rentals, 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 unless approved by the City in writing.

[subsections 3.3.7 to 3.3.12 to remain the same]

Section 2. Section 3.4.2 of the Original Agreement is amended to read as follows (words to be added are underlined; words to be deleted are ~~stricken through~~):

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. Special holiday and non-school hours shall be as provided in Exhibit A. 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 11:00 ~~10:00~~ p.m.

Section 3. Section 3.5.2 of the Original Agreement is amended to read as follows (words to be added are **underlined**; words to be deleted are **~~stricken through~~**):

3.5.2 The ~~City~~ **Contractor** shall remove and store the Equipment purchased by the City from Contractor pursuant to this Agreement. Within ten (10) days following conclusion of the **2024-2025** ~~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.

Section 4. Section 3.5 of the Original Agreement is amended by the addition of a new Section 3.5.3 to read as follows:

3.5.3 Promptly upon termination of this Agreement and a decision not to renew the Agreement by either party, the Contractor shall remove references to the City of Louisville and its Old Town Skate from its website, Facebook page and other social media. All City and Event logos shall be the property of the City and may not be used by Contractor without the City's written approval; except that Contractor may reference the City's Old Town Skate as part of its portfolio of previously managed projects.

Section 5. Section 4.0 of the Original Agreement is amended by the addition of a new Section 4.3 to read as follows:

4.3 For the 2024-2025 season, 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	\$ 8,162.00
Annual Set-up and Strike	\$ 15,200.00
Chiller Rental	\$ 52,000.00
Event Management	<u>\$ 129,000.00</u>
Total Cost	\$ 204,362.00

The City shall pay Contractor the \$204,362.00 on or before July 16, 2024.

Section 6. Section 5.1 of the Original Agreement is amended to read as follows (words to be added are **underlined**; words to be deleted are **~~stricken through~~**):

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~~ **For private leagues and**

private events, Contractor shall remit to the City thirty percent (30%) of all rink rental fees. Cancelled private leagues and events shall be charged the published rate, and the City shall receive 30% of such fee. 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.

Section 7. Section 6.1 is amended to change the City's designated staff representative to Kathy Martin, Superintendent of Recreation and Senior Services.

Section 8. Section 7.1 of the Original Agreement is amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

7.1 The term of this Agreement shall be from the Effective Date to March 1, 2025 ~~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 16, 2024 ~~18, 2023~~.

Section 9. Section 7.3 of the Original Agreement is amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

7.3 The City shall have the right to renew the Services portion of this Agreement for an additional term for the 2025-2026 ~~2024-25~~ season upon execution of a new agreement or amendment hereto ~~written notice to the Contractor delivered~~ on or before June 15, 2025 ~~May 31, 2024~~.

Section 10. Exhibit A of the Original Agreement is hereby replaced with the Exhibit A, attached hereto and incorporated herein by reference.

Section 11. All references in the Agreement to the 2023-2024 season are hereby updated to include the 2024-2025 season.

Section 12. The Original Agreement, as amended by this First Amendment, is hereby ratified and confirmed and shall remain in full force and effect and binding upon the City and Contractor in accordance with its terms. Any capitalized term not defined herein shall have the meaning assigned to it in the Original Agreement.

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

CITY OF LOUISVILLE

By: _____
Christopher M. Leh, Mayor

Attest: _____
Meredyth Muth, City Clerk

CONTRACTOR:
LONERS LLC d/b/a ROCKY RINKS

By: _____

Title: _____

EXHIBIT A
Pricing for 2024-2025 Season



Old Town Skate 2024-25 Renewal Proposal

Rocky Rinks

Thank you for a successful first season. We at Rocky Rinks are pleased to continue managing the Old Town Skate city ice skating rink, and remain dedicated to safety, community, and continuous improvement. It has been a pleasure working with city staff and locals to renew the downtown ice-skating experience, and we look forward to working with you again this year. The proposal below includes additions such as permanent string lighting, additional flooring, additional staff, and crowd control measures to improve the atmosphere and safety of the rink. Rocky Rinks will also manage the Old Town Skate web presence and provide direct phone and email contact.

Equipment Purchase

ITEM	COST	SUBTOTAL
String Lighting - 6500sqft (Dasher Mounted) (6) Aluminum Lighting Support Poles 10' x 2" + Hardware Super-Bright LED Globe String Lighting	\$1,210.00	\$1,210.00
Replacement Liner 72' x 122' 8mil Polyethylene Liner with SKRIM String Reinforcement/Tear Control	\$2,100.00	\$2,100.00
Replacement Skates Replacing Irreparably Damaged & Stolen Pairs for 23-24 Season	\$642.00	\$642.00
Crowd Control Barricades 100 Linear Feet Crowd Control Barriers Linkable Safety Netting (Portable Frame) to Secure Pavilion Stage Window Freight Delivery	\$3,250.00	\$3,250.00
Additional Rubber Flooring (10) 4x6 8mm Revulcanized Rubber Sport Flooring Freight Delivery	\$960.00	\$960.00
2024-25 Equipment Purchase		\$8,162.00

Rink Installation

ITEM INSTALLATION	RATE/SEASON	SUBTOTAL
Full Installation - Set-Up & Strike Rink Assembly, Glycol Charging, and Commissioning Includes Set-Up & Strike	\$15,200.00	\$15,200.00
Annual Set-Up & Strike:		\$15,200.00



Old Town Skate 2024-25 Renewal Proposal

Rocky Rinks

Chiller Rental

ITEM	RATE/SEASON	SUBTOTAL
100T Rental Chiller w/Integral Pumps	\$52,000.00	\$52,000.00
Leased for Season Extending from 11/16/24 - 02/20/25		
Total:		\$52,000.00

Event Management

ITEM	RATE/TERM	TOTAL
Event Operations Staff + Management Cashier/Skate Rental, Ice Maintenance, Entertainment/Announcements, Ice-Monitor	11/16/24 - 02/20/25	\$85,500.00
Skate Sharpening + Cleaning	Per Event	\$5,000.00
Insurance	Per Event	\$7,500.00
Entertainment Package Curated Music for Holiday and Regular Programming (Fully Licensed) Mixed Spot Light/Display Beam/Party Light Mixer, Mics, Cords, Speakers/PA - 6500sqft	Per Event	\$12,750.00
Resurfacer Rental - Zamboni	Per Event	\$10,250.00
Portable Toilets + Handwashing Station	Per Event	\$2,000.00
Managed Web Presence Dedicated Website w/ Dynamic Lead & Inquiry Forms, Facebook Page, Phone Number, Email.	Per Event	\$6,000.00
Event Dates 11/16/24 - 02/20/25		Total: \$129,000
Grand Total:		\$204,362

Updated Holiday & Non-School Day Hours for 24-25 Season

DATE	HOURS	DATE	HOURS
11/25/24	11AM - 7PM	12/29/24	11AM - 8PM
11/26/24	11AM - 7PM	12/30/24	11AM - 7PM
11/27/24	11AM - 7PM	12/31/24 - NYE	11AM - 6PM
11/28/24 - Thanksgiving	11AM - 4PM	01/01/25 - NYD	11AM - 6PM
12/23/24	11AM - 7PM	01/02/25	11AM - 7PM
12/24/24 - Christmas Eve	11AM - 5PM	01/03/25	11AM - 7PM
12/25/24 - Christmas Day	Closed	01/04/25	11AM - 7PM
12/26/24	11AM - 7PM	01/06/25	11AM - 7PM
12/27/24	11AM - 7PM	02/17/25 - President's Day	11AM - 7PM
12/28/24	11AM - 10PM		

The updated schedule includes a total of 31 additional hours over the previous season.

Contact

Matt Szkubel
(720) 987-0909

