

**FIRST EXTENSION AND AMENDMENT TO ICE RINK MANAGEMENT AND
LICENSE AGREEMENT
2025-2026 Winter Skating Season**

THIS FIRST EXTENSION AND AMENDMENT TO ICE RINK MANAGEMENT AND LICENSE AGREEMENT (“First Amendment”) is made and entered into this _____ day of _____, 2026, by and between the CITY OF LOUISVILLE, a Colorado home rule municipality (the “**City**”), and the MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT DISTRICT, a Colorado quasi-municipal corporation and political subdivision (“**BID**”).

WHEREAS, the City is the owner of certain real property located at 824 Front Street, Louisville, Colorado, commonly referred to as the Steinbaugh Pavilion, at which an annual wintertime temporary ice skating event has been held for several years (the “**Event**”); and

WHEREAS, by that Ice Rink Management and License Agreement for the 2025-2026 Winter Skating Season between the City and the BID dated October 7, 2025 (the “**Agreement**”), the City engaged the BID to manage and conduct the Event and granted the BID a revocable license to use and occupy the Steinbaugh Pavilion for the Event in accordance with the terms and conditions of the Agreement; and

WHEREAS, pursuant to Section 3.b.Vii of the Agreement, the BID contracted with another entity to perform all or portions of the BID’s Management Services under the Agreement; and

WHEREAS, pursuant to Section 5.a of the Agreement, on October 23, 2025, the City deposited with the BID the sum of \$30,000.00 (the “**Deposited Funds**”), which funds were to be used by the BID for its performance of the Management Services and for its expenses related to the performance of the Agreement; and

WHEREAS, as shown in **Exhibit A** attached hereto, the City incurred additional expenses for equipment, materials and supplies for the Event in the amount of \$16,720.23; and

WHEREAS, pursuant to Sections 5.b and 5.c of the Agreement, the BID was to submit monthly invoices to the City for Management Services rendered and a detailed expense report for expenses incurred during the previous month, and any Deposited Funds remaining following completion or termination of the Agreement were to be returned to the City within sixty (60) days of such completion or termination; and

WHEREAS, monthly invoices and detailed expense reports were not submitted by the BID during the term, but the BID General Manager on July 29, 2026 provided the breakdown set forth in **Exhibit B** attached hereto, which shows \$1,881.82 of the City’s Deposited Funds remaining; and

WHEREAS, pursuant to Section 8 of the Agreement, term of such Agreement ended when the City-Owned Equipment was removed and stored, which occurred on or about March 1, 2026; and

WHEREAS, the BID has requested the City provide additional funding for the 2025-2026 Winter Skating Season in the amount of \$35,000.00 for the BID to pay its outstanding liabilities and provide a management fee to its subcontractor; and

WHEREAS, by this First Amendment, the City and the BID desire to extend and amend the Agreement to provide for additional funding from the City and closeout of the Agreement by the BID.

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

Section 1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of the Agreement.

Section 2. Section 5 of the Agreement is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

5. BID Compensation.

a. Deposit. On or before October 8, 2025, the City shall deposit with the BID the sum of **Thirty Thousand Dollars (\$30,000.00)** (“Deposited Funds”), which shall be used by the BID for its performance of the Management Services and for its expenses related to the performance of this Agreement. The BID shall place the Deposited Funds in a BID fund or account and shall separately account for such funds. The Deposited Funds shall be used to pay Management Services and Event costs as they become due. On or before September 15, 2026 the City shall deposit with the BID the sum of **Thirty-Five Thousand Dollars (\$35,000.00)** to close out all obligations incurred for the 2026-2026 Winter Skating Season (together with the funds deposited on or before October 8, 2025, the “Deposited Funds”). Except for the cost of Additional City-Owned Equipment and costs pre-approved by the City pursuant to Sections 4.b or 29, the foregoing amounts of compensation shall be inclusive of all City costs of whatsoever nature associated with the BID, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. Except as provided in Section 29, no City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

b. Invoices. The BID shall submit a monthly invoice to the City for Management Services rendered and a detailed expense report for

expenses incurred during the previous month. The invoice shall document the Management Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The BID shall provide such additional backup documentation as may be reasonably required by the City. If the BID has incurred costs for pre-approved Additional City-Owned Equipment, the invoice shall include a detailed invoice for such Equipment. The City shall pay the invoice for Additional City-Owned Equipment within thirty (30) days of receipt unless the Additional City-Owned Equipment or the documentation therefor are unsatisfactory. In the event of non-payment, the City shall provide written documentation of why the invoice or documentation is unsatisfactory, and recommendations for a cure. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

c. Return of Deposited Funds. On or before October 1, 2026, the BID shall provide the City a final accounting of the Deposited Funds. ~~Any amounts remaining in the Deposited Funds following completion or termination of this Agreement at the end of the Term shall be returned to the City within sixty (60) days of such completion or termination.~~

Section 3. Section 8 of the Agreement is hereby amended to read as follows (words to be deleted ~~stricken~~; words to be added underlined):

8. **Term; Renewal.** The term of this Agreement shall be from the date the City executes this Agreement (the "Effective Date") to October 1, 2026 ~~the removal and storage of City-Owned Equipment~~, unless sooner terminated pursuant to Section 18, below (the "Term"). Such termination will not affect any obligation of the City or BID that arises under this Agreement during the Term but is not fully performed as of the end of the Term. The BID's Management Services under this Agreement shall commence on the Effective Date, and the BID shall proceed with diligence and promptness so that the Equipment is delivered and the Management Services are provided in a timely fashion for the skating season to begin on November 21, 2025. The City and BID have the right to renew this Agreement for additional terms upon written mutual agreement.

Section 4. Except as set forth in this First Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

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: _____
Christopher M. Leh, Mayor

ATTEST:

Genny Kline, City Clerk

BID:
MAIN STREET LOUISVILLE BUSINESS IMPROVEMENT DISTRICT

By: _____

Title: _____

EXHIBIT A

Ice Rink Transactions

Posted Date	Effective Date	Journal Number	Fund	Object	Account Type	Amount	Comment
4/23/2026	3/31/2026	180	208	531100	E	117.19	mouse killer/traps/white paint
4/23/2026	3/31/2026	180	208	531100	E	3,862.50	storage unit for the ice rink
4/23/2026	3/31/2026	180	208	531100	E	1,500.00	shed removal from ice rink
1/20/2026	12/31/2025	193	208	531100	E	2,349.00	City Skate - Cabana/Labor & Su
12/09/2025	12/11/2025	32	208	531100	E	2,323.36	Reimbursement - City Skate Sup
11/18/2025	11/20/2025	61	208	531100	E	2,056.83	City Skate Rink Supplies - Con
11/18/2025	11/20/2025	61	208	531100	E	1,977.79	Lumber/Supplies for City Skate
12/16/2025	11/20/2025	179	208	531100	E	1,699.50	shed mover for the ice rink
12/16/2025	11/20/2025	179	208	531100	E	834.06	Ice rink material for contract
10/21/2025	10/23/2025	97	208	531100	E	30,000.00	BID Deposit - Ice Rink Mgmt. &
						<u>46,720.23</u>	

EXHIBIT B

BID's accounting of Deposited Funds

Main Street Louisville Business Improvement District 2025-26

Income

City Contract Receipt	\$ 30,000.00
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TOTAL INCOME	\$ 30,000.00
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Expense

Project Management	\$ 20,000.00
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Insurance	\$ 5,571.00
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Annual Quickbooks Subscription	\$ 473.16
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Annual Google Business Subscription	\$ 210.12
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Website-Design and Hosting	\$ 626.48
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Social Media	\$ 600.00
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Bank Fees	\$ 137.42
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Minimum Bank Balance	\$ 500.00
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TOTAL EXPENSE	\$ 28,118.18
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REMAINING FUNDS	\$ 1,881.82
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