

## **SERVICES AGREEMENT**

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as "City") and **MAGIC ICE USA, INC.** (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### **SECTION I. INTERPRETATION AND INTENT**

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the Exhibit A attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

### **SECTION II. DUTIES OF CONTRACTOR**

- 2.1 Contractor shall provide services as specified in Exhibit A, attached hereto and incorporated into this Agreement.

### **SECTION III. TERM**

- 3.1 The term of this Agreement shall begin upon execution and terminate January 12, 2025, ("Termination Date") unless terminated earlier in accordance with this Agreement.

### **SECTION IV. COMPENSATION**

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Exhibit A.

Compensation shall not exceed One Hundred Sixty Six Thousand Nine Hundred Dollars and Zero Cents (\$166,900.00).

## SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.  
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records: Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During

the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.9 **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.

5.10 **Notice.** Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

**To Contractor:**  
Magic Ice USA, Inc.  
Attn: Dave Fies  
1405 Lake Chabot Rd  
San Leandro, CA 94577

**To City:**  
City of Noblesville  
Attn: Parks Department  
701 Cicero Road  
Noblesville, IN 46060

*Courtesy Copy:*  
City Attorney  
16 S. 10<sup>th</sup> Street  
Noblesville, IN 46060

5.11 **Disputes.** Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

5.12 **Non-discrimination.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. 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.

5.13 **Conflict of Interest.**

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of

any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party’s reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws: Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.
- 5.17 Waiver. City’s delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City’s rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all

other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance

programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

- 5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
- 5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.
- 5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

**MAGIC ICE USA, INC.** \_\_\_\_\_ (“Contractor”)

By: 

Date: 06/05/2024

Printed: BRENDON MAWNE

Title: PRESIDENT

~~City of Noblesville~~


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

Date: \_\_\_\_\_

~~Printed: \_\_\_\_\_~~

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

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this  
9<sup>th</sup> day of July 2024.

  
\_\_\_\_\_  
JACK MARTIN, PRESIDENT


  
\_\_\_\_\_  
JOHN DITSLEAR, MEMBER

  
\_\_\_\_\_  
LAURIE DYER, MEMBER

  
\_\_\_\_\_  
ROBERT J. ELMER, MEMBER

  
\_\_\_\_\_  
RICK L. TAYLOR, MEMBER

ATTEST:

  
\_\_\_\_\_  
EVELYN L. LEIS, CLERK  
CITY OF NOBLESVILLE, INDIANA

All of which is approved by the Parks Board of the City of Noblesville this 5<sup>th</sup> day of June 2024.

\_\_\_\_\_  
Steve Rogers, President

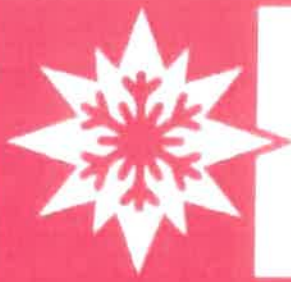
  
\_\_\_\_\_  
Angie Sutton, Vice President

  
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Scott Noel

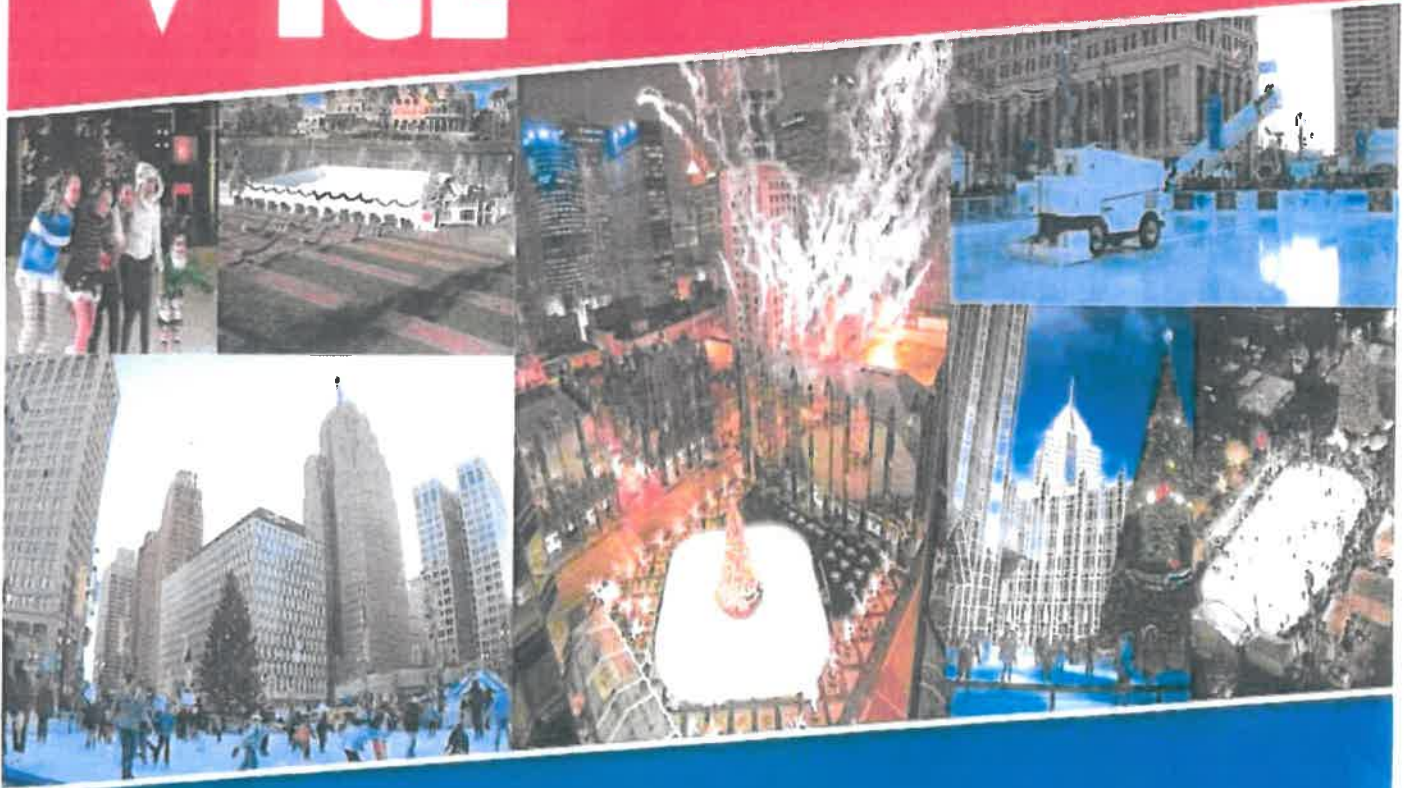
  
\_\_\_\_\_  
Laura Alerding

  
\_\_\_\_\_  
Ian Hauer

# EXHIBIT A



# MAGIC ICE



City of Noblesville

*Custom  
Ice Rinks  
& Ice Slides*



*Premium Ice Rinks ....*



877:374.7465

**Corporate Office**  
Byron Sharp, President

PO Box 163839  
Miami, FL 33116  
Byron@magiciceusa.com  
305.256.4144 Main

**South East Office**  
Brad Holland, Vice President

1350 Sheeler Ave Building #9  
Apopka, FL 32703  
brad@magiciceusa.com  
321-299-3279 mobile

**West Coast Office**  
Dave Fies, Vice President—Sales

1405 Lake Chabot Rd  
San Leandro, CA 94577  
dfies@magiciceusa.com  
510.701.8168 mobile

**Warehouse**  
Tim Hann, Operations Manager

1350 Sheeler Ave Building #9  
Apopka, FL 32703  
tim@magiciceusa.com  
407.4921306 mobile

MAGICICEUSA.COM

EVERYTHING-ICE.COM

**Ice Rink Services**

- Seasonal Rinks
- Ice Slides
- Bumper Cars
- Rink Management
- Rink Sales
- Equipment
- Installations
- Repairs
- Ice Painting
- Design
- Consulting

## City of Noblesville

### Introduction

Thank you for the opportunity of providing your organization with a proposal for your consideration.

Magic Ice USA, Inc. As a supplier of high quality ice rink products in the United States and abroad for over 20 years, we can provide your event with the service and equipment that a project such as yours requires. Our constant pursuit of excellence and consistent delivery of high profile projects have continued to set us apart from other ice rink providers.

Magic Ice USA, Inc. is dedicated to providing the best temporary ice skating rink construction, service, and equipment. The entire Magic ice staff is designed around a "Team" concept, from start to finish, our staff is knowledgeable in every facet of ice rink design, installation, programming and management.

Magic Ice USA, Inc. has worked with the biggest names in the sports & entertainment industry, delivering time and time again proven ice events and a lifetime of memorable experiences. You can find Magic Ice rink locations all over the United States as well as South America and the Caribbean Islands. Our project list includes attractions such as:

**The White House - Washington DC**  
**Gaylord Resorts**  
**Universal Studios Florida**  
**Paramount Theme Parks**  
**Disney**

### Project Summary

Customer is soliciting bids for a temporary ice skating rink for a timeframe somewhere around the November 18, 2024 to January 8, 2025 timeframe. Customer has indicated that they are interested in an 56' x 100' (5,600 sq ft) skating surface. This ice rink will be designed for temporary seasonal use and as such, all products and design features must allow for an efficient installation & removal process.

Consider this a "first draft" quote, as we presently understand the site and your ideas. With a general decision to proceed with this concept, we would review the logistics, determine exactly who-does-what, and discuss basic points of a contract.

Thank you for the opportunity to provide you with a proposal. Please do not hesitate to contact us if you have any questions or need clarification, or to obtain a list of our references.

Review our equipment, other projects and professional capabilities at [www.magiciceusa.com](http://www.magiciceusa.com)

Sincerely,

Dave Fies; Vice President of Sales  
Magic Ice USA, Inc.

Submission Date: June 3, 2024

This quotation will retain its validity until June 15, 2024 upon the execution of a signed agreement. This ensures the reservation of essential equipment and confirms your placement in our installation and removal schedule.





## 56' x 100' Ice Rink

Includes the following:

- Pre-event and on-going professional support
- Project Manager assigned to the event
- A high-flow, Ice Mat piping grid (56'x 100')
- 200-Ton portable, air-cooled chiller
- All necessary pumps and hoses for refrigeration
- Ethylene Glycol secondary coolant charge
- EPS Foam Board insulation (if necessary)
- Modular clear dasher boards with hand rail system
- Brilliant white, painted ice surface
- Rental hockey skates in racks (300 pair)
- All necessary ice maintenance tools
- Rubber flooring for skate change area (1000 sq ft)
- Technicians for ice rink set up and removal
- Travel Expenses/PerDiem for Technician
- All tools and equipment for setup and removal
- Refrigeration techs on 24 hour call during event
- Transportation and freight to and from ice rink site.
- Commercial liability insurance; worker's compensation insurance, with client as additional-insured party.
- Liability-Limitation package (Including-standard text for liability waivers, text for various signing, text for P.A. safety announcements.)
- Professional support services for Rink Manager and rink operations.



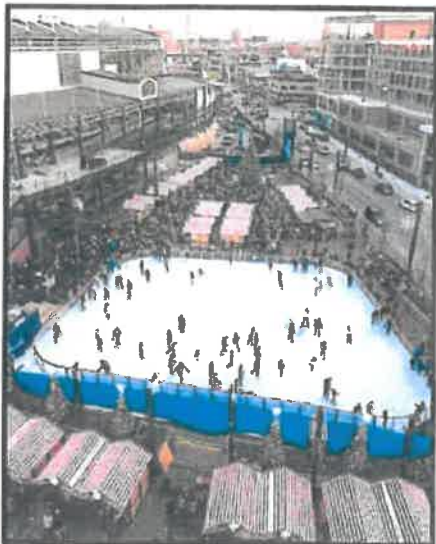
For all of the above equipment and services, including the rink rental and equipment, less applicable taxes:

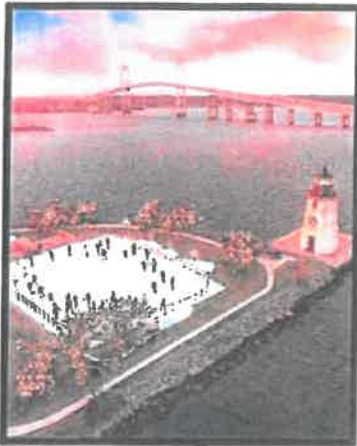
**\$166,900.00 USD**

### Payment Terms

We request that payment is made in four installments:

- |                            |       |
|----------------------------|-------|
| 1. With Signed Agreement   | - 50% |
| 2. Due by October 1, 2024  | - 25% |
| 3. When ice is skate ready | - 25% |





### Provided By Others/Not Included

Some components of the ice rink will be provided by others, such as:

- A laser leveled area for the ice rink, via sandbox or platform
- Power for refrigeration: 480 volt / 400 amp / 3phase, or transformable equivalent, located within 100' of the chiller(s), and electrician for final hookup.
- Electrician to make all electrical connections to chiller.
- Continuous water supply
- Zamboni Ice Resurfacer machine
- Wood frame covering and trim boards over header manifold
- Access ramps (skaters and ice resurfacer entrance)
- Access to 110-volt power for tools, etc.
- Provide lighting for after work hours
- Access to the site suitable for use by tractor and trailer in order to install and remove equipment.
- 5,000 lb capacity forklift on site during installation and removal
- Sound system/PA (if necessary)
- Lighting (if desired)
- Trash receptacles, trash removal and disposal
- Public restrooms for skaters and guests
- Any and all warming or convenience tents (if desired)
- Ticket and skate booth (if desired)
- Decorations or other aesthetic improvements
- Crane rental to remove refrigeration unit (if necessary)
- General security presence, 24-hours each day
- All appropriate signage
- Any local permits and licenses required
- Safety equipment to include traffic cones and barricades as needed
- Day-to-day professional management and operating personnel.
- All marketing, P.R., Social Media, graphics, website, etc



### Optional Equipment and Services

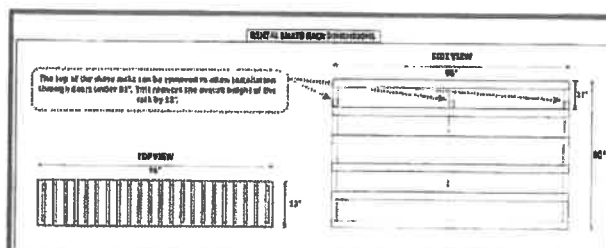
- Public Address/Sound System: \$4,000.00
- DJ Lighting Package: \$3,000.00
- Skate Buddies: \$300 Each
- Rental Skates (lots of 150): \$29 Pair
- Benches (Set of Three): \$600.00





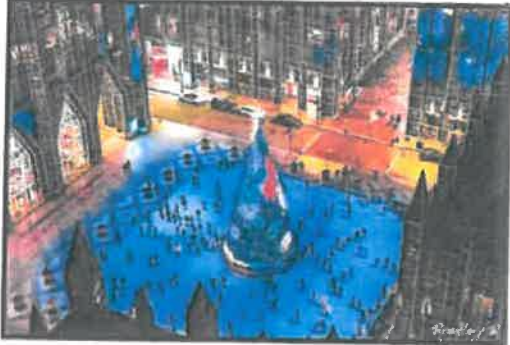


- Rink Size:** 56' x 100' 5,600 sq. ft
- Operational:** November 18, 2024– January 8, 2025 (Tentative Dates—7 weeks)
- Rink Type:** Temporary, Outdoor
- Ice Mat Type:** Ultra Tough, 5/8" White Poly Pipe, Copper U-Bends
- Header Type:** 6" Schedule 80 PVC (Header Length on the 56' Side)  
6" Victaulic Fittings
- Coolant Charge:** Ethylene Glycol
- Foundation:** Recommended: Sandbox or Stage Deck
- Vapor Barrier:** Plastic 6mil
- Ice Resurfacing:** Zamboni Ice Resurfacer (Provided by client)
- Chiller:** 200-Ton, Air-Cooled unit
- Power Supply:** 400 AMP Breaker  
480 VAC/ 3 phase
- Number of Skaters:** 224 per session
- Rental Skates:** 300 pairs
- Rental Racks:** Pre-Fabricated
- Rubber Flooring:** 1000 sq. ft. - 6'x4'x1/2"
- Skate Sharpener:** Included—Skates will come sharpened ready to skate.
- Rink Finish:** Recommend: Brilliant White– Painted Ice Surface
- Rental Racks:** Custom wood built: Space Flexibility, low cost and easy to add on.  
80"H x 96"L x 32"W





### PROJECT HIGHLIGHTS



#### Magic Ice Project Highlight

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**Customer:** Highwoods Properties  
**Rink:** The Rink at PPG Place  
**Location:** Pittsburgh, PA  
**Type:** Ice Mat, Temporary, Seasonal Use  
**Size:** 112' x 112' (12,544 sq.ft)  
**Const. Time:** 3 weeks  
**Chiller:** 300-ton, Air-Cooled



#### Magic Ice Project Highlight

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**Customer:** Detroit 300 Conservancy  
**Rink:** The Rink at Campus Martis Park  
**Location:** Detroit, MI  
**Type:** Ice Mat, Temporary, Seasonal Use  
**Size:** 60' x 125' (7,500 sq.ft)  
**Const. Time:** 3 weeks  
**Chiller:** 200-ton, Custom Air-Cooled



#### Magic Ice Project Highlight

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**Customer:** The White House  
**Rink:** White House - South Lawn  
**Location:** Washington DC  
**Type:** Ice Mat, Temporary, Seasonal Use  
**Size:** 50 x 70' (3,500 sq.ft)  
**Const. Time:** 1 week  
**Chiller:** 100-ton, Air-Cooled



#### Magic Ice Project Highlight

---

**Customer:** RMSC  
**Rink:** The Ice Rink at SteelStacks  
**Location:** Bethlehem, PA  
**Type:** Ice Mat, Temporary, Seasonal Use  
**Size:** 50' x 120' (6,000 sq.ft)  
**Const. Time:** 2 weeks  
**Chiller:** 200-ton, Air-Cooled

Noblesville, IN

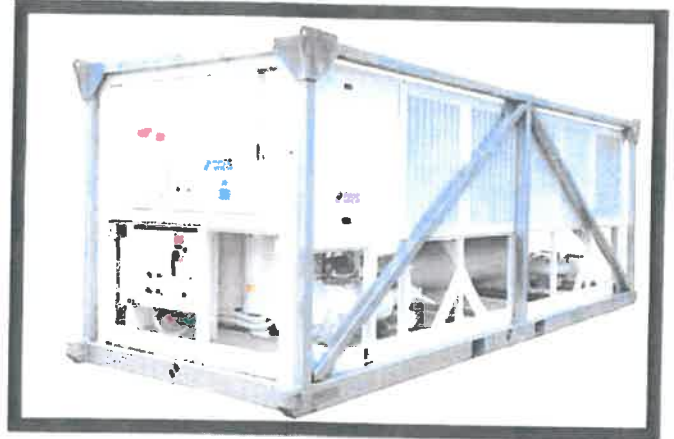


## MAGIC ICE PHOTO GALLERY - Equipment

Railing/Dashboard Examples - Clear



Chiller System



Zamboni Ice Resurfer



Rubber Flooring



Hockey Rental Skates



Wissota Portable Skate Sharpener





# PORTA-ICE



Call 1-(888)-543-0921

info@everything-ice.com

20 Proven Years of Performance

## We put the "Porta" in portable

Porta-Ice begins with special polymer tubing with a 5/8" outside and 1/2" inside diameter. This large interior diameter eliminates tube clogging. The polymer is chemically formulated to withstand temperatures down to -107F.

Mats are manufactured in 4' wide sections, complete with 4' long main pipe headers attached. Both ends of the headers are grooved in our shop and lined up next to each other in the field, allowing fast connections with two-bolt groove couplings.

A high-velocity secondary fluid equalizes temperature across the entire surface, whether Olympic or postage-stamp size. Feed and return pipes alternate the flow keeping uniform ice temperatures at both ends of the rink.



Your community or group would like to have a recreational ice surface, but you can't afford a permanent rink?

Porta-Ice is the answer. Whether you want a seasonal rink, a toboggan/sled run, a temporarily-iced parking lot or tennis court, an ice show floor, or virtually any other ice need, you can rely on Porta-Ice for easy installation, versatility, an excellent ice surface, and economical operation. Like many items in this catalog, it was developed in response to our customers' needs. Porta-Ice can create a new or expanded ice surface...or it can be used to replace faulty piping in an existing rink.

You can install the entire system in a single day, using minimal labor. In some applications, no sand is required. It can be adapted to any size or shape of ice surface. It's inexpensive to operate, using only a small circulation pump. And the polymer used in the piping is designed to last 40 years.

### Porta-Ice Advantages:

- Can install without sand.
- Superb heat transfer.
- Clog-free tubing.
- Non-corrosive.
- Indestructible spacers.
- Economical operation with small pump.
- Polymer piping has 40-year design life.
- We design to your specifications.
- A completely portable ice system
- Equalized ice temperatures.

• Affordable way to replace failing rink pipes.



Everything Ice - Your Single Source Supplier

Call 1-(888)-543-0921

# DASHERBOARDS



Call 1-(888)-543-0921

Info@everything-ice.com

## Strength, Reliability, and Performance



### Rec Ice Series

*Rec Ice Series Dasherboards* are the ideal choice for recreational only skating rinks. Made from rigid structural aluminum tube, these boards are built for durability, with a sleek look and appeal. Includes all hardware, latches, and fasteners.

#### Rec Ice Features:

- Corrosion resistant
- User friendly latches
- Superior durability
- Clean, professional appearance
- Optional clear polycarbonate facing
- Easy installation and removal
- Custom sizing

### Titan Series

Dasherboards are arguably the most recognizable and prominent element of an ice rink. They're usually the first item a spectator notices, but more importantly, they have a direct impact on gameplay and safety. Enter the *Titan Series Dasherboards*, manufactured exclusively by Everything Ice

The *Titan Series* is the result of a unique manufacturing process that increases strength, reliability and performance. The longevity of a dasherboard system is a direct reflection on the quality of materials used as well as craftsmanship. The *Titan Series Dasherboards* are designed to be the last system your rink will ever need. Stay tuned for more details!

## Innovation from the team you trust...

The principles and engineering behind the design of the *Titan Series Dasherboards* are well versed with innovative concepts in regard to dasherboard systems. Our designs include a footplate for easy anchoring, or the option of freeze in plates for truly portable applications. Everything Ice has been responsible for the following adaptations in design, which are currently in use today:

- Original design and patent for the push-button door latch mechanism.
- Original design and patent for *Dasherflex Systems*.
- Original design and use of H-Channel aluminum uprights.
- Original design and patent of rink seal gaskets.
- Original design and patent for *Batterboards*.



**Concept to Completion - Total Responsibility**

Call 1-(888)-543-0921

**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): MAGIC ICE USA  
By (Written Signature): [Signature]  
(Printed Name): BRENDON MALONE  
(Title): PRESIDENT

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF Pennsylvania  
COUNTY OF Cambria

SS:

Subscribed and sworn to before me this 5<sup>th</sup> day of June, 2024.

My commission expires: 8-20-25 (Signed) Courtney Maloney

Residing in Cambria County, State of Pennsylvania

Commonwealth of Pennsylvania-Notary Seal  
Courtney Maloney, Notary Public  
Cambria County  
My commission expires August 20, 2025  
Commission number 318863







# NOTEPAD

INSURED'S NAME Magic Ice USA Inc

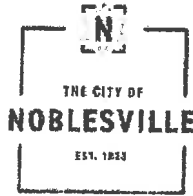
MAGIC-3  
OP ID: ML

PAGE 2  
Date 10/24/2023

Certificate Holder is additional insured when required by written "insured contract" and per the terms and requirements of endorsement RSCG 04 15 01 22.

When required by written "insured contract" and per the terms and requirements of CG 20 01, the general liability coverage is primary and non-contributory

A Waiver of Subrogation applies when required by written "insured contract" and per the terms and requirements of endorsement RSCG 04 15 01 22.



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: July 9, 2024 (put N/A if not submitting to BoW/Park Board)

Vendor name: Magic Ice USA, Inc.

Vendor Address: 1405 Lake Chabot Rd, San Leandro, CA 94577

Brief description of purchase: Temporary Ice Rink at FHC 2024-25 Holiday Season

Source of Funding:

- Current Year Operational Budget
- Subsequent Year Operational Budget<sup>1</sup>
- Funding not yet finalized (attach explanation)<sup>2</sup>
- Loan or debt proceeds
- Non-Appropriated Fund<sup>3</sup>

Fund #		110
Department #		022
Project # (NA if no project #)		N/A
	Expense Object #	Amount
#1	365.200	\$ 166,900.00
#2		
#3		

- 1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.
- 2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.
- 3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- Yes Select for all purchases/contracts that will not be paid immediately
- No Select ONLY if department plans to initiate payment immediately

Additional Comments:

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

[Signature]  
(Signature)

Savannah Solgere

(Printed Name)

6/11/24

(Date)

Please email completed form to [OFAbudget@noblesville.in.gov](mailto:OFAbudget@noblesville.in.gov)

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

**OFA Action Taken**

- Purchase Order Created
- Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

OFA Signature: [Signature]

PO # (if applicable): 24022ALD

- No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments:

Initials: AT Date: 6/11/24

**PURCHASE ORDER**  
**CITY OF NOBLESVILLE**  
 16 SOUTH 10TH STREET STE 270

INDIANA RETAIL TAX EXEMPT  
 CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT  
 356001141

NOBLESVILLE IN 46060  
 PHONE: 317-776-6328  
 FAX: 317-776-6369

**PURCHASE ORDER NO. 240226**

THIS NUMBER MUST APPEAR ON INVOICES, A/P  
 VOUCHER, DELIVERY MEMO, PACKING SLIPS,  
 SHIPPING LABELS AND ANY CORRESPONDENCE.

SHIP TO:

TO **VENDOR # 6044**  
**MAGIC ICE USA INC**  
**1405 LAKE CHABOT RD**  
**SAN LEANDRO CA 94577**

ATTN:

DATE 06/11/2024		DEPARTMENT PARKS			SHIP TO ARRIVE BY		
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT	
110022365.200	1.0		TEMP ICE RINK AT FCH		166900.00	166900.00	
ADDL DESC:2024-2025 HOLIDAY SEASON							


SHIP VIA	TOTAL
	166900.00

**SHIPPING INSTRUCTIONS**

**PAYMENT**

- \* SHIP PREPAID
- \* C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- \* PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- \* THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

- \* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
- \* I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY   
 TITLE \_\_\_\_\_ CONTROLLER \_\_\_\_\_

ORIGINAL - VENDOR'S COPY