

**CITY AND COUNTY OF DENVER
DEPARTMENT OF PARKS AND RECREATION**

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SECOND AMENDMENT TO CONCESSION LICENSE

The City and County of Denver, hereinafter referred to as the “City”, acting by and through its Manager of Parks and Recreation, hereinafter referred to as the “Manager,” pursuant to the authority granted in Section 2.4.4(C) of the Charter of the City and County of Denver, and pursuant to the manner, terms and conditions fixed by the Mayor’s Cabinet, hereby amends the April 5, 2013, Concession License (Contract Control Number PARKS-201309937-00) with Concessionaire **BC Evergreen LLC**, for the concession services at **Evergreen Golf Course** (“Concession License”). Concessionaire, by execution of this Second Amendment of Concession License, has accepted all of the terms and conditions thereof and agrees to comply with the same.

1. Except as set forth herein, the provisions of the First Amendment to Concession License, Contract Control #201309937-01, executed May 19, 2014, shall remain in effect.
2. Paragraph G of Article IV of the Concession License shall be amended to read as follows:

IV. CONCESSIONAIRE’S RESPONSIBILITIES: * * * *

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G. Special Events: All non-golf events which Concessionaire may propose to schedule or hold in or about the Clubhouse must be approved, in writing, by the Head Golf Professional of Evergreen Golf Course prior to scheduling such events. No such event shall disrupt day-to-day golf services and operations, as determined in the Head Professional’s sole discretion. In preparing the written request for approval, Concessionaire must fully identify and describe with such details including but not limited to date, time, duration, anticipated attendance, nature of entertainment, anticipated food and beverage service (including alcohol), and any other information the Head Professional requires. Unless specifically approved by the Head Professional, no event shall:

1. Interfere with the golfing public’s access to and use of the Clubhouse, parking lots, and the surrounding area, including the golfing public’s access to food and beverage services provided by Concessionaire;
2. Utilize public address or sound amplifying systems, live music, or other sounds or noise not typical to the operation of the Golf Course; or
3. Involve activities or uses that would occur after 11:00 p.m. any day.

3. Paragraph I of Article IV of the Concession License shall be amended to read as follows:

IV. CONCESSIONAIRE’S RESPONSIBILITIES: * * * *

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I. Concessionaire Improvements: In addition to the Compensation to be paid to the

City under Section VII of this Concession License and with the purpose of improving the Concession Site, the Concessionaire agrees to make the following Concessionaire Improvements, at its own expense:

1. Concessionaire shall make \$30,000.00 in Capital Improvements by no later than December 31, 2018, any of which must be approved by the Director of Golf in accordance with Article IV(I)(2), below. Also in accordance with Article IV(I)(2), upon termination or expiration of the Concession License, as amended, the City shall own the tent installed by the Concessionaire located on the upper level deck, as further described or depicted in **Attachment 1**.

2. All Concessionaire Improvements made are to be permanent in nature to enhance the value and utility of the Concession Site. All Concessionaire Improvements, including plans, are subject to the prior written approval of the Manager and the requirements of Section 2-1 of the Terms and Conditions (Section X below). All Concessionaire Improvements shall be the property of the City upon completion and acceptance by the City. Other improvements may be proposed by Concessionaire to be constructed or installed, at Concessionaire's sole expense, subject to the requirements of Section 2-1 of the Terms and Conditions (Section X below).

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4. Paragraph D Article VI of the Concession License shall be amended to read as follows:

IV. CONCESSIONAIRE'S RESPONSIBILITIES: * * * *

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D. Utilities: Concessionaire is required to timely and fully pay utility charges, service charges and related taxes for utilities for the Concession Site, with Concessionaire paying the following share of utility costs for the Clubhouse: 1) gas: 100%; 2) electricity: 84%; 3) water and wastewater: 84%; 4) land-line telephone: 0% except for long distance charges and telephone services not authorized by the Director; and 5) internet and cable or satellite television service for the concession: 100%. After receipt of utility bills, the City shall send an invoice monthly to Concessionaire for the Concessionaire's share of utility costs, which the Concessionaire shall pay to the City within thirty (30) days following receipt of the invoice. Concessionaire shall endeavor to take reasonable measures to avoid unnecessary or wasteful use of energy and water and will make every reasonable effort to participate in conservation programs that the City may sponsor or support. The City shall pay all utility charges at the Snack Shack, including water, sewer and electricity.

5. Article VI of the Concession License shall be amended to read as follows:

VI. TERM: EFFECTIVE DATE: EXPIRATION DATE:

Date Concession License is executed by City January 15, 2024

6. Paragraph E of Article VII of the First Amendment to Concession License shall be amended to read as follows:

VII. COMPENSATION TO BE PAID TO CITY: * * * *

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E. From January 1, 2023 through January 15, 2024: Percentage payment of Eight Percent (8%) of all Gross Revenues.

Unless revoked in accordance with Section 7 of the Terms and Conditions (Section X below).

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[SIGNATURE PAGES TO FOLLOW]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PARKS-201309937-02

Contractor Name: BC Evergreen, LLC

By: KE Caldwell

Name: Kevin Caldwell
(please print)

Title: Managing Member
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



ATTACHMENT 1

Tent Dimensions: approximately 30' x 20'



