

**CITY AND COUNTY OF DENVER**

**DEPARTMENT OF PARKS AND RECREATION**

**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 March 21, 2018 Concession License and the October 25, 2018 First Amendment with Concessionaire Flog, LLC, for the concession services at the Overland 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. Section J (1) of the Concession License entitled “**PRE-DETERMINED CAPITAL IMPROVEMENTS**” is hereby amended to read as follows”

“1. Pre-determined Capital Improvements. Subject to the terms of this Concession License and its Terms and Conditions, Pre-determined Capital Improvements for Overland Golf Course shall include carpet replacement in the restaurant and transition flooring into the hallway adjacent to the restaurant, which shall be completed by no later than May 1, 2018; a new patio which shall be completed by no later than May 1, 2018; and replacement of furniture, including tables, chairs, barstools and patio furniture which shall be completed by no later than May 1, 2019, and other Capital Improvements that may be determined and agreed upon by the parties by no later than December 31, 2019. Prior to commencing the Pre-determined Capital Improvements, the Concessionaire shall submit its proposal and costs for each project to the Director. The Director shall either approve or disapprove the Concessionaire’s proposal, either in whole or in part, within thirty (30) days of submittal. The Concessionaire shall be entitled to a credit against the future Guaranteed Annual Minimum Payment and/or Percentage Payment(s) of Gross Revenues in the amount of the verified actual costs incurred by the Concessionaire for the Pre-determined Capital Improvements projects. Promptly upon completion of all Pre-determined Capital Improvement projects, the Concessionaire shall submit final invoices or receipts documenting the actual costs of each project to the Director.”

2. Except as herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular.

3. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[ELECTRONIC SIGNATURES 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-201738457-02

Contractor Name: FLOG, LLC

By:                     *Paul Kiefer*                    

Name:                     *Paul Kiefer*                      
(please print)

Title:                     *President*                      
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

