



**Paradise Recreation and Park District
Board of Directors – Special Meeting**
Terry Ashe Recreation Center, Room B
Monday, May 23, 2022, 5:00 pm

The public may listen to this meeting via computer or telephone. The public may submit comments prior to the meeting via email to BODclerk@paradisepprd.com before 1:00 p.m. on the day of the meeting and they will be read into the record. Please use the link to join the webinar: <https://us02web.zoom.us/j/84518561101?pwd=TXRZdUNPTk5MNFM1SWVkdzlmZENUQT09> Or via Telephone: Dial by your location: +1 669 900 9128 US (San Jose), +1 346 248 7799 US (Houston), or +1 253 215 8782 US (Tacoma). Meeting ID: 845 1856 1101 Password: 6626

Members of the public may comment on Agenda items at the time the item is presented. Speakers may comment on items not listed on the Agenda under Public Comment. Comments should be limited to a maximum of three (3) minutes. State Law prohibits the PRPD Board of Directors from acting on items not listed on the agenda. Please notify the meeting clerk prior to the start of the meeting if you wish to be heard.

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1. CALL TO ORDER

- 1.1. Pledge of Allegiance
- 1.2. Roll Call
- 1.3. Welcome Guests:

2. PUBLIC COMMENT

3. CONSENT AGENDA

- 3.1. Correspondence: E-mail regarding proposal of Labyrinth at Crain Park

4. COMMITTEE REPORTS- NONE

5. OLD BUSINESS- NONE

6. NEW BUSINESS

- 6.1. Approve 2022-2023 Preliminary Budget and Set Public Hearing Date – The PRPD Board of Directors will consider adopting the 2022-2023 Preliminary Budget as presented in the Notice of Public Hearing and set a public hearing date for June 29, 2022, during the regularly scheduled Board meeting at which time the adoption of the final budget for 2022-2023 may follow the public hearing. **Recommendation:** *Approve the 2022-2023 Preliminary Budget and set a Public Hearing Date for June 29, 2022.*
- 6.2. Authorize Agreement between Paradise Charter Middle School and Paradise Recreation and Park District for Summer Program. – Partner intends to work with PRPD to design and execute a 6-week Expanded Learning Opportunities Program. Program will provide a variety of learning through fun activities. **Recommendation:** *Authorize District Manager to complete the agreement with legal review.*
- 6.3. Ice Rink Report and Consideration of FY 2022-2023 Ice Rink. – Staff will present a summary of the FY 2021-2022 Ice Rink season and seeks BOD direction on whether to proceed with the FY 2022-2023 Ice Rink. Authorizing the agreement with Magic Ice by May 31st will guarantee the best rental rate. **Recommendation:** *Provide direction to staff on status of Ice Rink and authority to complete agreement.*
- 6.4. District Manager Evaluation and Employment Agreement – The PRPD Board of Directors will evaluate the District Managers performance and consider potential changes to the employment

agreement and possible approval. **Recommendation:** Complete the District Manager Annual Performance Evaluation and approve amendments (if any) to the Employment Agreement.

7. **REPORTS**

7.1. Board Liaison Reports

8. **CLOSED SESSION:**

The Board will meet in Closed Session pursuant to California Government Code:

8.1. 54957(b)(1), Public Employee Performance Evaluation- District Manager Evaluation and Employment Agreement.

8.2. 54957.6, Employee Salary and Wage Negotiations.

9. **BOARD COMMENT**

10. **ADJOURNMENT**

Adjourn to the next regular meeting on 6/8/2022 at 6:00 p.m., in Conference Room B, at the Terry Ashe Recreation Center (6626 Skyway, Paradise, California).



In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate in the meeting, please contact the District Administrative Office at 530-872-6393 or info@paradisepprd.com at least 48 hours in advance of the meeting.

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

MESSAGE I SENT TO PRPD ON MARCH 18, 2022

Re-newing a proposal I suggested to Mike Trinca and the board prior to the Camp Fire

Hello. I am Laurel Paulson-Pierce, former long-time resident of Concow and member of a PRPD community task force for recreation projects in Concow and Crain Park advisory panel. Some years ago, I made a proposal to create a labyrinth at Crain Park. I submitted a sizeable packet of information including history of labyrinths, lists of parks, hospitals, and institutions that have installed labyrinths, dimensions, materials lists and cost estimates for the creation of a local labyrinth walking path..

It has come to my attention that someone has suggested building a skate board park at Crain Park. I do not know if they have mentioned this to PRPD or the board at this point, but I wanted to remind you that I had envisioned this labyrinth concept years ago and would like this project to be given priority as it was suggested first. (I put forth this idea at a meeting that was held at Concow School (prior to the Camp Fire) where we were looking at choices of playground equipment designs. I think a labyrinth and basket ball idea would be something that could be used by more people as it would not require the owning of equipment such as skate boards, which may be out of the budget of many of those who visit Crain Park in Concow. The labyrinth, of course, requires no equipment, just walking, and basket balls are easy to acquire.

I know a lot of research went into producing the packet of information, and I wanted to see if there is a chance that the original document still existed, or if it survived the fire. (I know that any copies of info that I had no longer is available, as the fire destroyed all the paper work as well as the computer where I might have stored any of this data.) I will try to re-create the information if need be, but wondered if any of it was in your archives....I think Mike Trinca had it in a notebook that he was going to leave at the office or pass on to the new director. I fear some of your PRPD belongings may not have made it through the fire.

The design concept I had in mind would be a muti-use surface... a cement slab with a labyrinth painted on it, but also incorporating a 1/2 court basket ball area with a hoop. I included some drawings and dimensions as well as cost estimates for the concrete work. I am hoping the original paper work might still be available, but I will re-draw up those plans if they cannot be found, and if there is interest. I had local support and offers to assist from several of the Concow/Yankee Hill residents.

I have been interested in labyrinths for many years, and have visited and walked many of them in parks, schools, hospitals, churches and yards. I have a portable labyrinth which is painted on canvas which I have shared with several communities. I share it mainly as a therapeutic tool for fire survivors, and have hosted walks in Chico, and my new home, Westwood (for Camp Fire Survivors) and Taylorsville (near Greenville) for

Dixie Fire Survivors. By the way, I would be happy to host a fire survivor walk in Paradise ... My labyrinth requires a 25 ' X 35 ' space, and I present it at an indoor space (in order to protect the fabric) It provides a calming and meditative experience, as well as encouraging the physical exercise of walking, which improves circulation, promotes breathing and has the added impact of a community-building as neighbors share this activity together.

Back to the park idea, I recently consulted with several labyrinth builders asking if anyone had experience combining labyrinth with other sport activities, such as basket ball, and found that there is such an installation in Houston. This one is an indoor application, but my idea would be for one to be in an out-doors area. I include a photo example. I hope this can be brought up at the next PRPD board meeting on April 13. I now live in Westwood, about 100 miles away, so I am not sure I can make it to the meeting, but would like to present this correspondence to open up the topic for discussion. Thank you for any responses you may have. And thank you for all the improvements that have been added to Crain Park...it has improved the area and offered many more activities to kids and other park visitors

Paradise Recreation & Park District - General Fund (2510) Budget

Fiscal Year: 2022-2023 Final - BOD
4/5/2021

FY 2022 - 2023		
Description	Code	Budget
Operating Budget		
Funding Resources		
Income		
4100 · Tax Revenue	4100	1,010,000
4200 · Impact Fee revenue	4200	128,000
4300 · Program Income	4300	299,000
4350 · Concession & Merchandise sales	4350	2,200
4400 · Donation & Fundraising Income	4400	72,000
4500 · Grant Income	4500	1,158,000
4600 · Other Revenue	4600	105,000
4900 · Interest Income	4900	53,000
Total Income		2,827,200
Expense		
5000 · Payroll Expenses	5000	2,190,100
5100 · Program Expenses	5100	46,400
5140 · Fundraising Expense	5140	6,000
5200 · Advertising & Promotion	5200	13,500
5220 · Bank & Merchant Fees	5220	6,000
5230 · Contributions to Others	5230	10,000
5240 · Copying & Printing	5240	8,700
5260 · Dues, Mbrshps, Subscr, & Pubs	5260	20,400
5270 · Education, Training & Staff Dev	5270	19,000
5280 · Equip., Tools & Furn (<\$5k)	5280	62,000
5290 · Equipment Rental	5290	106,000
5300 · Insurance	5300	84,500
5310 · Interest Expense	5310	1,000
5320 · Miscellaneous Expense	5320	300
5330 · Professional & Outside services	5330	621,600
5340 · Postage & Delivery	5340	2,000
5350 · Rent-Facility use fees	5350	19,600
5360 · Repair & Maintenance	5360	170,000
5370 · Supplies - Consumable	5370	28,200
5380 · Taxes, Lic., Notices & Permits	5380	5,300
5390 · Telephone & Internet	5390	20,000
5400 · Transportation, Meals & Travel	5400	44,000
5410 · Utilities	5410	165,600
Total Expense		3,650,200
Total Net Operating Income and Expenses		-823,000

Paradise Recreation & Park District - General Fund (2510) Budget

Fiscal Year: 2022-2023 Final - BOD
4/5/2021

FY 2022 - 2023

Description	Code	Budget
Summary		
Grand Total Budget		
Total Income		2,827,200
Expense		
Total Salary and Benefits		2,190,100
Total Services and Supplies		1,460,100
Total Contributions to Others		10,000
Total Expense		3,650,200
Total Net Operating Income and Expenses		-823,000

**Notice of Public Hearing
Paradise Recreation and Park District
Terry Ashe Recreation Center, Room B
6626 Skyway, Paradise, California
Wednesday, June 29, 2022 – 3:30 p.m.**

FY 2022-23 Paradise Recreation & Park District Operations Budget			
Final			6/29/2022
Fund 2010			
Salaries and Employee Benefits		2,101,300	
Services and Supplies		1,506,300	
Contributions to Others		20,000	
Debt Service			
		3,607,600	
Allocations from General Fund (FY 2022-23 Funds)			
	Fund		
Imprest Reserve	1005	0	
Accumulated Capital Outlay (ACO)	1012	0	
General Reserve	1013	0	
Designated Treasury Funds	1100	0	
Sub-Division/Impact Fee Funds (Funds 2520-2528)	1119	170,500	
Reserves	1150	0	
CalPERS 115 Trust Reserve	1151		
Capital Improvement & Acquisition Reserve	1152		
Current Operations Reserve	1153		
Designated Project/Special Use/Grant Matching Reserve	1154		
Future Operations Reserve	1155		
Technology Reserve	1156		
Vehicle Fleet & Equipment Reserve	1157		
Construction in Progress (CIP)/Fixed Assets		0	
Reserves for Future Expenditure		0	
		170,500	
Reserves			
Fund	Code	Amount	
Imprest Reserve	1005	300	
Accumulated Capital Outlay (ACO)	1012	606,700	
General Reserve	1013	3,000	
Designated Treasury Funds	1100	134,734	
Impact & Development	1119	856,200	
Reserves	1150	38,065,000	Maximum Reserve
CalPERS 115 Trust	1151	180,000	500,000
Capital Improvement & Acquisition	1152	9,485,000	25,000,000
Current Operations	1153	8,000,000	8,000,000
Designated Project/Special Use/Grant Matching	1154	750,000	1,500,000
Future Operations	1155	18,750,000	25,000,000
Technology	1156	150,000	150,000
Vehicle Fleet & Equipment	1157	750,000	1,000,000
		39,665,934	

The preliminary budget above has been adopted and is available at the Paradise Recreation and Park District Business Office, 6626 Skyway, Paradise, CA from 9:00 a.m. to 3:00 p.m., Monday through Friday; on the District's website at www.paradisepprd.com; and at the Town of Paradise, 6626 Skyway, during business hours, for inspection by interested taxpayers.

On June 29, 2022, at 3:30 p.m. at the Terry Ashe Recreation Center in Room B, 6626 Skyway, Paradise, California, during a regular meeting of the Board of Directors, a Public Hearing has been set. Any taxpayer may appear and be heard regarding the increase, decrease, or omission of any item, or for the inclusion of additional items concerning the budget. After the Public Hearing, the Board of Directors may approve the Final Budget.

Signed:

Dan Efseaff, District Manager

Date

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DATE: 5/25/2022
TO: PRPD Board of Directors (BOD)
FROM: Scott Amick, Recreation Supervisor
SUBJECT: Paradise Charter Middle School

Summary

Paradise Charter Middle School would like to contract with PRPD to design and execute a 6 week Expanded Learning Opportunities Program.

Recommendation: *Authorize the District Manager to complete the draft Agreement (including legal review).*

1. Background

PRPD staff have been encouraged to develop community partnerships with a host of organizations that serve the Ridge. Paradise Charter Middle School has been a valuable partner towards that goal in that we have been continuously expanding the programming offered to PCMS students and families. Our first offerings at PCMS were elective classes that have been very well received by both staff and students. The success of the classes led PCMS leadership to inquire about other services that PRPD offers, which brought about the After School Field Trip program "Bulldogs Bark in Paradise Parks" - a total of 20 field trips to PRPD parks offered over the course of the school year.

As the COVID restrictions started to lift at the start of the Spring Semester, funding for Expanded Learning Opportunities Programs (previously titled "after school programs"), became available. With the relationship continuing to be successful, Expanded Learning Program leadership brought PCMS and PRPD together to design a program that meets the requirements of the funding, the needs of PCMS, and fits the unique programming that only PRPD can offer. The PSTEAM Summer Expanded Learning Program described in this report is a result of our continued successful partnership.

"[Click to include introduction, context, relevant prior decisions, contribution to district goals, status, etc.]"

2. Fiscal Impact

The PSTEAM program will gross nearly \$30,000 this Summer serving a single school (PCMS). With the goal of expanding these services to a new school each year for the first five years of the program, staff expects this program to bring in at least this amount each summer for the expected future. Conversations with other charter schools on the Ridge have yielded high interest in expanding these services in coming years (CCCs, Achieve, HomeTech).

3. Discussion

The Board has expressed satisfaction with the progress of the education-based services and programming, including the encouragement to expand these services. Approval of the recommendation from Staff will execute on the district goals to offer services to youth education organizations on the Ridge.

Attachments:

- A. SERVICE AGREEMENT Between PARADISE CHARTER MIDDLE SCHOOL And PARADISE RECREATION AND PARK DISTRICT For ELO-P SUMMER PROGRAM June 1, 2022-August 30, 2022.

https://paradisepprd.sharepoint.com/sites/BODMeeting/Shared Documents/_BOD/2022/22.0523_SPECIAL MEETING/2022.0525.PCMS.Report.docx
5/18/2022

**2022 SERVICES AGREEMENT
BETWEEN THE PARADISE RECREATION AND PARK DISTRICT AND
PARADISE CHARTER MIDDLE SCHOOL**

This agreement (the "Agreement") is executed by and between Paradise Recreation and Park District, a California recreation and park district ("District"), and Paradise Charter Middle School ("PCMS"), a California public charter school, and is based upon the following facts:

A. PCMS desires to engage the District as an independent contractor to perform services described in Section 1 below on the terms and conditions set forth below.

B. District desires to accept such engagement as an independent contractor for PCMS on the terms and conditions set forth below.

In consideration of the foregoing facts, the recital of which by this reference is incorporated in the Agreement below as though fully set forth, and of the mutual conditions, covenants and promises, set forth below, the parties agree as follows:

1. **Scope of Services.** PCMS hereby engages District to provide services as described in the Cooperative Agreement (the "Services"), a copy of which is attached hereto as Exhibit "A." The Services may be amended from time to time as the parties may agree in writing, with all other terms hereof remaining in force. Notwithstanding the foregoing, District will not initiate any task described in Exhibit "A" unless and until the parties agree upon such in a writing signed and dated by them as to the scope, schedule, and budget, or not to exceed amount of the particular task. Additional Services may be added as needed upon signature of a written description of the additional Scope and a budgeted amount.

2. **Standard of Care.** District's Services performed under this Agreement will be performed in a manner consistent with the care and skill ordinarily exercised by persons performing similar services under similar conditions and circumstances to third parties.

3. **Status as Independent Contractor.** District and PCMS agree that District, in performing the Services, shall be and is an independent contractor of PCMS and nothing herein at any time shall be construed to create the relationship of employer-employee or of joint venturers between District and PCMS. Under no circumstances shall District look to PCMS as its employer or partner. District shall not be entitled to any benefits accorded to PCMS's employees, including, without limitation, Workers' Compensation, disability insurance, vacation or sick pay. District shall be free to perform similar or

other services for other persons during the term hereof so long as such does not interfere with District's timely performance of the Services for and on behalf of PCMS.

4. **Term.** The term of this agreement shall commence June 1, 2022 and extend to August 5, 2022. The completion of initial Services is outlined in Exhibit A. These Services may be extended if PCMS secures additional funding and a written amendment extends the services and signed by both parties. Additional Services may be developed with an amendment with a scope, timeline, and budget mutually agreed upon in writing. This Agreement may be extended for two consecutive one-year extensions upon mutual written agreement of the parties. Notwithstanding the foregoing, this Agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this Agreement and such default not be cured within seven days following delivery of such notice to it. Further notwithstanding the foregoing, either party may terminate this agreement without cause upon 30 days advance written notice to the other. If the PCMS terminates this Agreement without cause, District shall be paid for services performed and costs incurred by it up to the effective termination date, including its costs and expenses in concluding the Services in an orderly manner and preparing files and documentation, therefor for delivery to PCMS. In addition, any direct expenses incurred by District, including but not limited to cancellation fees or charges, shall also be reimbursed by PCMS upon acceptable documentation thereof. District shall use reasonable efforts to minimize such additional charges.

5. **Payment.** PCMS shall pay District a total sum not to exceed the amount outlined in the Exhibits. District shall bill PCMS upon completion of each task and the Deliverables therefor as identified in Exhibit "A." Exhibit B illustrates the rate schedule and or budget used for this project.

6. **Insurance Coverage.** At all times during the term hereof District shall keep and maintain in full force and effect Worker's Compensation insurance as required by applicable state laws as well as general liability and automobile liability insurance each with a limit of not less than \$2 million on an occurrence basis and provide PCMS with a certification of insurance naming the PCMS as additional insured and an additional insured endorsement.

7. **Compliance with Laws.** District and PCMS each shall use reasonable care in their efforts to comply with applicable laws, codes, ordinances and regulations in force at the time of the performance by each of those obligations on their part to be performed under this Agreement.

8. **No Authority to Act as Agent.** District acknowledges and agrees that it has no implied, inherent or apparent authority to act as an agent for PCMS or bind PCMS in any manner other than in performing the above services or to in anyway obligate or bind the PCMS. District further covenants that it shall not make any implied or actual representations to any other person that it has any such authority.

9. **Indemnification.** District agrees to defend, indemnify and hold harmless PCMS and its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of its acts or omissions in performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused directly or indirectly by or result from the acts or omissions of District, its officers, agents or employees.

PCMS agrees to defend, indemnify and hold harmless District, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of its acts or omissions in performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused directly or indirectly by or result from the acts or omissions of PCMS, its officers, agents or employees.

10. **General Provisions.**

a. This Agreement shall constitute the entire agreement between the parties as to the subject matter hereof..

b. This Agreement shall not be assigned by either party without advance written permission from the other party.

c. This Agreement shall not be revised without the written consent of each party hereto.

d. If any provision or portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

e. This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

f. Either party's failure to enforce any provision or provisions of this Agreement shall not be in any way construed as a waiver of any such provision or provisions or prevent that party thereafter from enforcing each and every other provision of this Agreement.

g. Should litigation or arbitration be brought to enforce the terms of this Agreement, the prevailing party will be entitled to costs and reasonable attorney's fees.

Executed by signatures on the dates below.

PCMS	DISTRICT
BY (AUTHORIZED SIGNATURE) Date __/__/__	BY (AUTHORIZED SIGNATURE) Date __/__/__
PRINTED NAME AND TITLE OF PERSON SIGNING Bev Landers, Executive Director	PRINTED NAME AND TITLE OF PERSON SIGNING Daniel S. Efseaff, District Manager
ADDRESS/E-MAIL 6473 Clark Rd, Paradise, CA 95969 blanders@pcms.tv	ADDRESS/E-MAIL 6626 Skyway, Paradise, CA 95969 defseaff@paradisepd.com

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SERVICES AGREEMENT
Exhibit A- SCOPE OF WORK

Description of Project

District will provide a six-week program to provide enriching curriculum to mitigate learning loss from the COVID pandemic with fun activities and social learning with peers at a summer camp atmosphere. For example, campers will learn about the rules, regulations, physics and mechanisms of flying drones while they build their own video/photo library from drones that footage. Academic enrichment will be incorporated into fun activities. Students will be exposed to a variety of experiences to build resiliency skills and confidence.

Roles and Responsibilities

Paradise Recreation and Park District (District):

The following describes the role and responsibilities and scope of work and/or services that District will provide. PRPD shall:

1. Operate the ELO-P for a total of 30 9-hour days that will start after the last day of the school year. The program will run for approximately 6 weeks.
2. Complete all required attendance records, surveys and other required reports to PCM and complete requested surveys or other methods of data collection as it relates to the ELO-P.
3. Provide transportation between program sites.
4. Maintain good communication between PCMS and PRPD and meet at a minimum of twice a month to review program performance and budget review, collaborate and support curriculum planning and site coordination in relation to the Commitment to Quality Improvement evaluation and reporting.
5. Attend all necessary meetings, trainings or conferences related to the ELO-P
6. Provide each program site with a cell phone as per PRPD policy.
7. Coordinate with the Paradise Unified School District (PUSD) summer lunch program to provide food and monthly meal calendars to PCMS.
8. Include an educational enrichment element that includes but is not limited to activities such as: the arts, music, physical activities, health promotion, general recreation, technology, career awareness and activities that support positive youth development.
9. Provide a well-rounded program with contribution from community representatives including local law enforcement, government agencies, community organizations and the private sector.
10. Hire, train, supervise, and evaluate personnel. On-site program staff who directly supervise participants within the approved 20 to 1 (youth to staff) ratio must have completed a minimum of 48 college units or have successfully passed the test administered by the Cooperative Organization for the Development of Employee Selection Procedures (CODESP TEST). All employees and volunteers assigned to the ELO-P will be subject to FBI and DOJ background checks and receive annual mandated reporter training and sexual harassment training.
11. Provide a completion report and update to the PCMS and PRPD Boards.

Paradise Charter Middle School (PCMS) shall:

1. Ensure that all requirements of the ELO-P are met.
2. Enumerate any requested attendance records, surveys, data collection, or report contents required under the program to PRPD prior to the first day of the program.

3. Provide administrative office support for data collection for program reporting requirements
4. Verify eligibility of all participants in the ELO-P.
5. Meet at a minimum of twice a month with PRPD representatives during the term of the summer program to review program performance and budget review

Sixty-days prior to the end of the term of the Contract a reassessment may be made and a new contract negotiated if there is a need to continue services. It is PRPD's responsibility to remain within the term and amount of the Contract. If the term or the amount is exceeded, PRPD may not be reimbursed.

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SERVICES AGREEMENT'
Exhibit B - Cost Schedule or Budget

District will provide services according to the following budget:

Task	Description	Cost
June 1 - June 30, 2022	Services, supplies, transportation	\$17,325
July 1 – August 5, 2022	Services, supplies, transportation	\$8,750
Subtotal		\$26,075
Indirect Costs	District rate for projects is 15% of total projects billed in proportion of invoiced services with each invoice.	\$3,911.25
Total Cost		Not to exceed \$29,986.25

Claims for services provided will be reimbursed monthly not to exceed the contract maximum of \$29,996.75 for the term of this agreement. Monthly claims should reflect actual costs of administering the ELO-P including Staffing, Program Event Costs, Supplies and Site Usage fees.

PCMS shall make payments to District upon receipt of an approved Claim Form (mentioned here by reference only), submitted monthly for services provided during the preceding month. The name(s) of student served shall be attached to the claim form, including dates of attendance and type of service provided.

In order for PCMS to complete the billing for the fiscal year, District shall submit an estimated claim form for the month of June by June 15th. Then by July 15th, District shall submit an adjusted claim to reflect the actual claim for services provided in June.

Completed claim forms shall be sent to the PCMS contact at the address indicated in the Notices section of this contract.

Staff Report

May 23, 2022



DATE: 5/6/2022
 TO: PRPD Board of Directors (BOD)
 FROM: Kristi Sweeney, Assistant District Manager
 SUBJECT: 2022-2023 Ice Rink Considerations

Summary

The Paradise ice rink has been an iconic recreational activity that drew participants from inside and outside the District for eight seasons (2013-2020 and 2021.22). Though the ice rink was never a net-positive contributor to District finances, the 2021-2022 season realized its highest level of sponsorship funding, thanks in no small part to the heroic efforts of Ice Rink Manager, Lorrennis Leeds.

Recommendation: Provide direction to staff on status of Ice Rink and authority to complete agreement.

1. Fiscal Impact

The financial investment in the ice rink is significant with substantial fixed costs of \$120,000 for a 7 week rental and 156,950.00 for a 13 week rental (an increase over previous years). The substantial increase in payroll this fiscal year is associated with maintenance staff tracking their time to support the ice rink, which hadn't been done in previous years. The total eight-year net income of the Paradise on Ice Program is -\$220,099. Note that FY 20-21 there was no ice rink due to Covid-19 safety protocols.

Actual Data from each year.									
	FY 2013-2014	FY 2014-2015	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2021-2022	Average
Income									
Admission	\$ 183,803	\$ 123,231	\$ 115,591	\$ 81,580	\$ 39,962.96	\$ 32,307	\$ 67,207	\$ 67,443	\$ 88,891
Rentals	\$ 4,527	\$ 5,095	\$ 5,344	\$ 3,876	\$ 5,375		\$ 4,975	\$ 7,780	\$ 5,282
Donations	\$ 62,806	\$ 20,640	\$ 21,601	\$ 20,300	12,420	\$ 8,920	\$ 56,766	\$ 63,313	\$ 33,346
Concessions	\$ 17,636	\$ 19,619	\$ 17,942	\$ 16,261	1,117	\$ 500	\$ 450	\$ -	\$ 9,191
Total	\$ 268,772	\$ 168,585	\$ 160,478	\$ 122,017	\$ 58,875	\$ 41,727	\$ 129,398	\$ 138,536	\$ 136,709
Expenses (Estimated)									
Chiller/Rink Rental	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 90,510	\$ 85,689
Concession/Rink supplies	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 1,063	\$ 1,800	\$ 2,698	\$ 4,448	\$ 8,751
Electricity	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 14,833	\$ 6,400	\$ 12,000	\$ 20,000	\$ 16,654
Maintenance Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 3,926	\$ 1,237	\$ 4,274	\$ 8,149	\$ 4,698
Marketing	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 2,000	\$ 700	\$ 3,084	\$ 5,136	\$ 3,865
Payroll	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$26,829.69	\$ 16,497	\$ 74,053	\$ 128,544	\$ 43,240
Travel						\$ 655	\$ 2,486	\$ 2,163	\$ 1,768
Sub Total	\$ 155,000	\$ 155,000	\$ 155,000	\$ 155,000	\$ 133,652	\$ 112,290	\$ 183,595	\$ 258,950	\$ 164,666
Total	\$ 113,772	\$ 13,585	\$ 5,478	\$ (32,983)	\$ (74,777)	\$ (70,563)	\$ (54,197)	\$ (120,413)	\$ (27,957)

Note: No revenue or expenses were counted in the COVID cancelled 2019 - 2020 season

Figure 1. Cost Analysis of the Ice Skating Rink

Staff initiated additional events this year in conjunction with the ice rink, which were very popular with residents. Though income from these events is not included in the cost analysis for the ice rink program, they generated a total of \$5,781.

2. Discussion

The ice rink has been financially challenging as much as it has been a community success. The City of Chico ran their own ice rink for the first time during the 2021/22 season. The financial impact of the new rink in such close proximity is challenging to assess. Sponsorship was high this season, as was attendance and the number of field trips and private rentals. Explore Butte County created a "How we winter" marketing campaign that promoted both Butte County ice

rinks regionally with a “pair of passes” ticket option and online/radio advertising. This may have increased public awareness and interest in ice rinks generally. New events running concurrently with the ice rink also drew in additional participants.

The ice rink does align with the District goal of developing destination recreation. Drawing participants from outside of the District can provide economic stimulus to the Ridge and demonstrate the vibrant and beautiful community we serve, thereby drawing new residents to the Ridge.

Though financially difficult to justify a FY 2022-2023 ice rink season in Paradise, it should be noted that after the Camp Fire the District opened the ice rink and host a Christmas tree-lighting ceremony that buoyed the hope and spirits of both residents still on the Ridge and those displaced after the fire. The ice rink was already wildly popular and a source of pride for resident’s pre-fire, but after the fire the ice rink became a symbol of resiliency and hope that residents of the District look forward to every year.

3. Recommendation

Depending on the direction given, the Board may authorize the District Manager to complete the agreement with Magic Ice (due by May 31st to guarantee best rental rate).

Attachments:

- A. 2021-2022 Ice Rink Report
- B. Ice Rink Sample Agreement for 2022-2023
- C. Email from Byron Sharp (Magic Ice/Everything Ice)

[https://paradisepd.sharepoint.com/sites/BODMeeting/Shared MEETING/2022.Ice.Rink.Considerations.Staff.Report_22.0525.docx](https://paradisepd.sharepoint.com/sites/BODMeeting/Shared%20MEETING/2022.Ice.Rink.Considerations.Staff.Report_22.0525.docx)
5/18/2022

Documents/_BOD/2022/22.0525

SPECIAL

2021-2022 Ice Rink Report

Terry Ashe Recreation Center, Paradise, California
February 1, 2022



Paradise Recreation and Park District

6626 Skyway

Paradise, CA 95669

info@ParadisePRPD.com

Phone: 530-872-6393

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Table of Contents

EXECUTIVE SUMMARY	2
I. Introduction	2
II. Operations	2
A. Staffing.....	2
III. OUTREACH	3
A. Marketing.....	3
B. Sponsors.....	4
C. Sponsor Party	4
IV. PARTICIPATION	4
V. REVENUE AND EXPENSES	5
A. Fees/Discount Nights.....	5
B. Food Truck Vendors	6
C. Magic Ice Agreement.....	6
D. Staff Expenses.....	6
VI. INFLUENCING FACTORS	6
VII. SUMMARY AND RECOMMENDATIONS	7
VIII. Photos	8
.....	8

List of Tables

Table 1. Revenue and Expense Comparisons with Years.....	Error! Bookmark not defined.
Table 2. FY2021-2022 Revenue per Month Summary.....	Error! Bookmark not defined.
Table 3. FY2021-2022 Revenue per Day Average.....	Error! Bookmark not defined.
Table 4. FY2021-2022 Summary of Participation	Error! Bookmark not defined.

List of Figures

Figure 1 Ice Rink Attendant, Taylor Miland & Ice Rink Manager, Lorrennis Leeds working together to clear the snow after a two-day snowstorm.....	8
Figure 3 The first Teen Skate Night of the Season.....	8
Figure 2 The new entry way to the Winter Wonderland of Paradise on Ice Program built by Feather River Construction, Ed Gleason.	8
Figure 4 Skaters enjoying a night of live music and skating.....	8
Figure 5 Santa’s Arrival on Dec. 4 th , 2022	8
Figure 6 Alicia Moore, of Paradise Mechanics Bank on their Sponsor Skate Day	8
Figure 7 Sponsor Appreciation Party	9
Figure 8 Ice Rink Manager, Lorrennis Leeds.....	9
Figure 9 The Nice list that represents the Sponsors	9
Figure 10 Irene Galvany of Spun Organic Cotton Candy	9

List of Appendices

Appendix I – Ice Rink Timeline	8
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Suggested citation:

PRRD [Paradise Recreation and Park District]. 2022. 2021-2022 Ice Rink Report. Terry Ashe Recreation Center. Final report. Lorrennis Leeds and Jeff Dailey. Paradise, California.

FISCAL YEAR (FY) 2021-2022 ICE RINK REPORT PARADISE RECREATION AND PARK DISTRICT

EXECUTIVE SUMMARY

The eighth season of the Paradise on Ice program implemented the “Big Four” events themed as an all-inclusive Winter Wonderland experience to continue its efforts to bring enthusiastic crowds to skate and enjoy the festive atmosphere between November 11, 2021, and January 17, 2022, at the Terry Ashe Recreation Center. Significant milestones for this year include:

- An increased number of sponsors for the ice rink, approximately 40 sponsors donated and provided \$67,313 for in-kind donations. This amazing outreach of support and advertising helped offset lost revenue due to inclement weather, post COVID-19 and potentially a neighboring city’s new Ice Rink addition.
- Approximately, 8,107 skaters and an estimated 6,328 spectators participated in this year’s events.
- The District began accounting for maintenance labor associated with the ice rink for this year’s expenses, providing more accurate accounting in comparison to past years. Staff estimates the net loss for this year at \$120,414, which does not include in kind donations or economic activity associated with the event. Despite the popularity of the rink, the net loss associated with the program continues to be a significant concern.

(Note: reference Table 6: Revenue and Expense Comparisons with Years.)

I. INTRODUCTION

This report provides a summary of the FY 2021-2022 Paradise on Ice and Winter Wonderland programs and events. The intent is to provide a picture of the services provided, sponsor participation, and revenues and expenses. This report provides some highlights from the season, although it should be considered a high-level summary.

II. OPERATIONS

A. Staffing

- Since COVID-19 compelled the District to cancel the 2020-2021 season, staffing the Paradise on Ice Winter Wonderland program was a concern. Recreation staff utilized Facebook and Indeed to recruit new Seasonal employees. The program maintained a staff of thirty to help with the day-to-day operations.
- Eight previous PRPD part-time seasonal employees returned to help train the new hires. The Ice Rink Manager provided training for all program positions to ensure the rink ran consistently and efficiently. PRPD Maintenance staff provided training for ice rink maintenance.

- The maintenance staff worked diligently to ensure the ice rink was installed in time for the season. Even with the understaffed crew and new hires, a crew of experienced staff allowed for the efficient assembling of the ice rink. Early installation of decorations (before the ice rink) allowed use of a lift and more lights over the ice rink and grounds. Blow-up decorations and privacy structures were added to give the rink a more winter holiday ambience.

III. OUTREACH

A. Marketing

This season, the District tapped into Blue Sky Festival and Events (Forrest Melton) to advertise and promote the Ice Rink Winter Wonderland. With Blue Sky’s help, we created a fresh new logo and style to market the 8th season and associated events.

Table 1. Promotional Tools Utilized

Type of Media	Type of Advertising
Television and Radio	Paid and in-kind donation
Newspaper and Magazine	Paid and in-kind
(18) 6’x8’ Banners (Ridge, Chico, Oroville)	Paid
(300) Yard Signs (Ridge, Chico, Oroville)	Paid
(100) Posters (Ridge, Chico, Oroville)	Paid
Fliers (Ridge, Chico, Oroville)	Paid
Digital Media (Electronic sign, Facebook, website, community calendars, Chamber of Commerce e-blasts, and Explore Butte County social media and community calendar)	Free and in-kind

- Blue Sky Events and staff negotiated media sponsorship of full or partial trades for radio, television, and print ads in exchange for dasher boards and tickets.
- Staff collaborated with Explore Butte County (EBC) and the Chico Ice Rink to develop a “Pair of Passes”, an all-inclusive ice-skating experience for patrons to purchase admission to both Chico and Paradise ice rinks. EBC provided tremendous support through their “This is how we winter” advertising campaign that included radio and digital media in markets ranging from Butte County to Reno, Sacramento, Fort Bragg, and Redding.
- Staff updated the PRPD website and Facebook media pages daily, which resulted in triple the website and Facebook visitors compared to the 2019-2020 season.
- Several newspaper articles and television news broadcasts featured stories on the ice rink and associated Winter Wonderland events.

B. Sponsors

Dedicated staff efforts facilitated a much-improved Sponsor Packet, highlighting new events associated with Winter Wonderland, which resulted in an 50% increase in the number of sponsors compared to 2019-2020.

Table 2. Paid Sponsorship Summary

Total Number of Sponsors	40
Dasher Board Sponsorships (Cost = \$400)	25
Half-priced Sponsored Skate Day (Cost = \$2,500)	11
Sponsors of \$4,750-\$5,000	2
Total Sponsorship Dollars Received	\$67,313

C. Sponsor Party

Approximately 20 people attended the sponsor party (Saturday, January 8th). Approximately 12 people representing 4 Sponsors (out of 40 sponsors) attended the party. The Ice Rink Manager prepared food in house, and Beer and wine were donated by Sierra Nevada. In addition to the food and drink, the beautifully decorated room featured a slide show of video and photos taken throughout the season. Staff presented awards to those sponsors attending.

IV. PARTICIPATION

Staff estimates a total of approximately 15,000 participants and spectators (using a conservative multiplier of 1.5 persons for every ticket issued or sold). November and December yielded the highest revenue and levels of participants on and off the ice rink (events, field trips, and private parties). (Table 4)

Table 3. Participation Summary

Activity	Schedule	Description	Revenue	Notes
Lessons	Saturday mornings (10:00am-11:30am)	Staff provided lessons to build skills and confidence with starting, turning, and stopping. \$15 per lesson.	\$680	Participants ages ranged from 3 years to 70+.
Adult Skate	Sunday mornings from 10:00am-11:30am	Adults only skate time.	\$195	Older adults enjoyed an opportunity to skate without as many other skaters on the ice.
Teen Skate	Friday nights from 9:00-10:30	Exclusive ice time for teens with music, games, and pizza.	\$285	Westside Pizza supplied 3 large pizzas for each Teen Skate nights in exchange for a dasher board.

Private Rentals	All season	Private rental of TARC room and skate time prior to public rink hours.	\$2,189	5 private rentals.
Field Trips	All season	Private rental for school or classroom children.	\$6,155	16 field trips this season from schools across Butte County
Skate Sharpening	All season	Skate Sharpening for patrons personal skates. \$5.00	\$85	Sharpening helped to ensure the safety of the skater and the other patrons on the ice.
Special Events **	Throughout the season	Cornhole Tournament, Chile Cookoff, Craft Beer/Wine Gardens, Live Music and Concerts, Pinewood Derby Races (Children and Adult), Santa's Workshop Holiday Craft Fair, Santa's Arrival/Tree Lighting.	\$5,781	Participants enjoyed the new events and provided feedback on how to make the events even better next year. Residents expressed deep appreciation to have family/children photos with Santa, many saying this was the first time they had had the opportunity since the fire.

**It should be noted that the special event days correlated to our highest daily ice rink sales, which demonstrates the importance of simultaneous events/activities.

V. REVENUE AND EXPENSES

A. Fees/Discount Nights

Table 4. Admission Fees

Regular Daily Admission	\$12
Individual Season Pass	\$150
Family (up to 4 people) Season Pass	\$300
5-Punch Pass Card	\$50
10-Punch Pass Card	\$100
½ Price Sponsored Skate Day Admission	\$6
Teen Skate Nights (required proof of school ID)	\$5
Pair of Passes (Explore Butte County's offer to visitors. Good for one ticket each to Chico and Paradise Ice Rinks)	\$20 (PRPD received \$10 from each "Pair of Passes" ticket)

B. Food Truck Vendors

This season we relied on food trucks vendors to serve the community with refreshments, rather than hosting a District concession stand. We had two vendors respond to our invitation to stage their food truck operations at the rink:

- Fiesta Taco
- Spun Organic Cotton Candy.

Visitors requested regular hot beverage and food options in the future.

C. Magic Ice Agreement

We renewed our agreement with Magic Ice, Inc. for the 2021-2022 season.

Table 5. Payments made to Magic Ice

Delivery of the rink	\$75,600
Removal of the rink	\$8,400
Sales tax on the rental fee of the rink	\$6,510
Total paid for this season's ice rink	\$90,510

D. Staff Expenses

We should note that the expenses reflect the cost of maintenance staff assembling and servicing the ice rink, decorations, and set up for events. This provides a much more accurate accounting of expenses associated with the program, although it will appear to skew the comparisons to past years, which didn't account for maintenance staff labor costs. Maintenance staff labor cost was approximately, \$29,945.86 (25% of total labor).

VI. INFLUENCING FACTORS

- The city of Chico opened the first season of their ice rink in downtown Chico. They opened on November 16, 2021 and ran through the end of January 2022. It's difficult to assess the impact of the Chico ice. Staff believe that post-covid lockdowns people were hungry for community events and activities and Chico's ice rink may have deterred Chico residents from venturing to Paradise to skate. However, it's also possible that the greater awareness and promotion of ice rinks in general led to increased interest and participation.
- In-kind and fully sponsored marketing support greatly facilitated promotion of the rink this year. The Chamber of commerce was an excellent partner in sending out promotional email blasts to their listserv to highlight the rink opening and all associated events. Explore Butte County was also a huge support to the District by cross-promoting the District ice rink and associated events in their "how we winter" campaign.
- Following the 2020-2021 COVID restrictions staff were provided clean vests daily, pocket-size hand sanitizers, masks, and more routine sanitizing of high-touch surfaces to mitigate

covid infections among staff and the public. Patrons voiced their appreciations for the extra efforts to ensure their safety during the season.

- We experienced very few rained out days this season, though several days of heavy snowfall forced the rink to shut down for a few days to rehabilitate the ice.

VII. SUMMARY AND RECOMMENDATIONS

After eight seasons, we have seen large variances in net revenue related sponsor support and weather conditions. Following the first year of COVID-19 shutdowns and a significantly diminished population across the Ridge, PRPD staff had to increase efforts significantly to promote the ice rink to patrons and sponsors by offering big events to coincide with the ice rink operation this season. Despite the first year opening of the Chico Ice Rink, the Paradise on Ice Winter Wonderland was a success in meeting the needs of our community and local businesses. It's encouraging to note that we had our highest level of sponsorship to date. As we attempt to meet District revenue objectives of a 100% cost recovery for recreation programming, staff are maintaining seasonal staff for on-going events that may facilitate greater efficiency and less turnover next season. Staff are also continuing to engage with sponsors to maintain relationships and get ahead of fundraising efforts. Staff are also increasing use of social and print media resources and intend to include and expand the same winter events held this season that appropriately complement the ice rink.

The District will continue to solicit additional vendors to return next season, rather than return to the previous model of a District hosted concession stand. The district is considering sales of small merchandise, as there were quite a few inquiries for items such as hand warmers and socks. There is also a potential for sales and branding of PRPD's Paradise on Ice Winter Wonderland new logo to be merchandised on sweatshirts and t-shirts in the upcoming seasons.

Recommendations for the 2022-2023 season include:

- Add a PRPD newsletter for previous and potential new sponsors to highlight District programs and events twice each year.
- Better utilize social media platforms to advertise upcoming events/programs.
- Expand and enhance complementary events during the Ice Rink Season.
- Increase holiday lighting and décor for a more expansive Winter Wonderland experience.
- Retain experienced seasonal staff to increase efficiency and assist with training new hires.
- Add more events in January to maintain participation levels similar to November and December.

VIII. PHOTOS



Figure 1. Staff working together to clear snow after a two-day snowstorm.



Figure 2. The first Teen Skate Night of the Season



Figure 3. The new entry way built by Feather River Construction, Ed Gleason.



Figure 4. Skaters enjoying a night of live music and skating



Figure 5 Santa's Arrival on Dec. 4th, 2022



Figure 6 Alicia Moore, of Paradise Mechanics Bank on their Sponsor Skate Day



Figure 7 Sponsor Appreciation Party



Figure 8 Ice Rink Manager, Lorrennis Leeds

PARADISE RECREATION AND PARK DISTRICT PRESENTS

Paradise On Ice

BROUGHT TO YOU BY

Al McGreehan
Noble Orchards & Nursery
Plug-N-Switch
Premier Solar Energy
Explore Butte County
Positive I
NorthStar Engineering
B&B Builders
Integrity Builders
Fast Cabinet Doors
Wilson Printing & Signs
Chico News and Review
Growing Up Chico
Deer Creek Broadcasting
Results Radio
Northstate Parent
Paradise Ridge Chamber of Commerce

P.A.S.H.
Action News
Care Net Paradise
Executive Homes
C&C Roofing
Chico Solar Works & Chico Roofing Co.
Monkey Business
Nick's Restaurant
Anderson Brothers Construction
NorthState Aggregate
Save Mart
Westside Pizza
Direct Home Advertising
Les Schwab Tires
Starbucks

REBUILD PARADISE
NorthStar Engineering
B&B Builders
Integrity Builders
Fast Cabinet Doors
Wilson Printing & Signs
Chico News and Review
Growing Up Chico
Deer Creek Broadcasting
Results Radio
Northstate Parent
Paradise Ridge Chamber of Commerce

Figure 9 The Nice list that represents the Sponsors



Figure 10 Irene Galvany of Spun Organic Cotton Candy



Figure 11. The Yule Logs perform to a packed Rink



Figure 12. Krisiti Sweeney, A Helping Elf on Dec. 18th, 2022

Table 6. Revenue and Expense Comparisons with Years.

	FY 2013-2014	FY 2014-2015	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2021-2022		Average
Income										2013-2018, 2022
Admission	\$ 183,803	\$ 123,231	\$ 115,591	\$ 81,580	39,962.96	\$ 32,307	\$ 67,207	\$ 67,443		\$ 88,891
Rentals	\$ 4,527	\$ 5,095	\$ 5,344	\$ 3,876	\$ 5,375		\$ 4,975	\$ 7,780		\$ 5,282
Donations	\$ 62,806	\$ 20,640	\$ 21,601	\$ 20,300	12,420	\$ 8,920	\$ 56,766	\$ 63,313		\$ 33,346
Concessions	\$ 17,636	\$ 19,619	\$ 17,942	\$ 16,261	1,117	\$ 500	\$ 450	\$ -		\$ 9,191
Total	\$ 268,772	\$ 168,585	\$ 160,478	\$ 122,017	\$ 58,875	\$ 41,727	\$ 129,398	\$ 138,536		\$ 136,709
Expenses (Estimated)										
Chiller/Rink Rental	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 90,510		\$ 85,689
Concession/Rink supplies	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 1,063	\$ 1,800	\$ 2,698	\$ 4,448		\$ 8,751
Electricity	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 14,833	\$ 6,400	\$ 12,000	\$ 20,000		\$ 16,654
Maintenance Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 3,926	\$ 1,237	\$ 4,274	\$ 8,149		\$ 4,698
Marketing	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 2,000	\$ 700	\$ 3,084	\$ 5,136		\$ 3,865
Payroll	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$26,829.69	\$ 16,497	\$ 74,053	\$ 128,544		\$ 43,240
Travel						\$ 655	\$ 2,486	\$ 2,163		\$ 1,768
Sub Total	\$ 155,000	\$ 155,000	\$ 155,000	\$ 155,000	\$ 133,652	\$ 112,290	\$ 183,595	\$ 258,950		\$ 164,666
Total	\$ 113,772	\$ 13,585	\$ 5,478	\$ (32,983)	\$ (74,777)	\$ (70,563)	\$ (54,197)	\$ (120,413)		\$ (27,957)

Note: No revenue or expenses were counted in the COVID cancelled 2020-2021 season

Paradise Recreation and Park District - ICE RINK -Revenue and Expenses.

Annual Comparison

TREND	Year Begins:										Average	Stdev
	2013	2014	2015	2016	2017	2018	2019	2020	2021			
Profit and Loss												
Income		\$ 268,772	\$168,585	\$160,478	\$122,017	\$58,875	\$41,727	\$129,398		\$ 138,536	\$ 117,088	\$ 48,714
Expenses		\$ 155,000	\$155,000	\$155,000	\$155,000	\$133,652	\$112,290	\$183,595		\$ 258,950	\$ 164,784	\$ 46,963
Net Income (Loss)		\$ 113,772	\$ 13,585	\$ 5,478	\$ (32,983)	\$ (74,777)	\$ (70,563)	\$ (54,197)	\$ -	\$ (120,414)	\$ (30,352)	\$ 43,791

Note: We began tracking labor associated with maintenance in FY 2021-2022.

Table 7. FY 2021-2022 Skater Ticket Revenue per Month Summary

Day	Total Days	Days Open	Total Revenue	Average Revenue
November	21	19	\$ 30,678.25	\$1,614.64
December	31	24	\$ 26,827.00	\$1,117.79
January	17	15	\$ 11,675.00	\$ 778.33
Total	69	58	\$ 69,180.25	\$ 3,510.77

Table 8. FY 2021-2022 Skater Ticket Revenue per Day Average

Day	Total Days	Days Open	Total Revenue	Average Revenue
Monday	10	9	\$ 8,097.00	\$ 899.67
Tuesday	9	8	\$ 4,774.00	\$ 596.75
Wednesday	10	6	\$ 3,915.00	\$ 652.50
Thursday	10	9	\$ 7,154.00	\$ 794.89
Friday	10	9	\$12,660.00	\$ 1,406.67
Saturday	10	8	\$17,084.00	\$ 2,135.50
Sunday	10	9	\$15,496.25	\$ 1,721.81
Total	69	58	\$69,180.25	\$ 8,207.78

Table 9. FY2021-2022 Summary of Participation

Category	Participants	Notes
Skating Tickets	3,809	Paid admissions to skate, sharpening, sessions, etc.
Private Lessons	45	7-Saturdays offered for skate lessons; ppl returned
Field Trips	1,065	16 schools from Paradise to Live Oak
Events	2,883	Four big event weekends including the opening weekend
Private Parties	305	6 private parties: Youth for Change, BCOE, BCESS, & patron b-days
Spectators	6,328	Estimated 1.5 per ticket sold, based on previous years
Total	14,435	Estimated amount due to #ppl of Spectators

Table 10. By The Numbers 2021-2022 Season

Years in Operation	8
Dates Open	11/11/2021- 01/17/2022
Number of Donors	40
Value of In-Kind Donations	\$50,053.85
Rink Income	\$69,180.25
Expenses	\$258,950.00
Number of Skaters	5,224
Number of Spectators	6,328

Appendix I – Ice Rink Timeline

April:

(Lorrennis/Forrest)

- Update ice rink sponsorship packet and dashboard template.
- Advocate for sponsorships (using an updated ice rink sponsor packet) beginning five months before the opening date of the Ice Rink. Ex: opening in November, start making calls, lunch dates, emails for dashboards, and sponsorships ahead of time by April.

May:

(Scott/Lorrennis)

- Update fliers about the upcoming season and how to schedule field trips. Provide fliers to schools before they let out for the summer so teachers can coordinate field trips to the rink the following school year.

(Mark) orders the ice rink for the upcoming season. Contract should be amended to exclude the skate helpers now that we own our own.

July-August: *(Jeff & Lorrennis)* Hiring for the ice rink. Look at previous employees and place an advertisement on social medias and internet sources. To be hired by the end of September.

(Lorrennis/Forrest/Lori)

- Call media sources schedule another season of ad runs. CN&R, Action News, Deer Creek Radio, Growing Up Chico., ETC.
- Plan events throughout the season, chocolate fest, skate fest, demos, tournaments, hockey games etc... Build a schedule for events and book providers.

September: *(Lorrennis/Mark)*

- Book travel and accommodations for Magic Ice staff who helps assemble the ice rink.

October: *(Lorrennis)*

- Staff training during the last week of the month and the first week of November.
- Once staff availability has been established create and post a weekly schedule during the staff training meeting. Schedule to be updated weekly.
- Maintenance staff assembles the ice rink. *(Mark)*

November:

Opening day, the first week of November

November – January: *(Lorrennis/Jeff/Scott/Kristi)*

- Monitor staff, events, and scheduling for field trips, private parties.
- Regularly update social media sources (ie, Facebook, website, etc.).
- Maintain communication with current sponsors.
- Maintain the Zamboni maintenance and skate sharpening logs.
- Daily reconciliation of rink revenues, ensuring adequate cash for cashier change bags.
- Maintain accident/incident reports.

**PARADISE RECREATION AND PARK DISTRICT
EQUIPMENT RENTAL AND TRAINING AGREEMENT**

THIS EQUIPMENT RENTAL AND TRAINING AGREEMENT (the “Agreement”) is entered into this **10th** day of **June, 2021** (the “Effective Date”) by and between Magic Ice USA, Inc., (“Magic”), a Florida corporation whose principal office is located at 10364 SW 128 Terrace, Miami, Florida 33176, and Paradise Recreation and Park District (“District”), a California recreation and park district whose principal office is located at 6626 Skyway, Paradise, California 95969, and is based on the following facts:

A. District desires to install on a temporary basis an ice-skating rink at its Terry Ashe Recreation Center (the “Center”), 6626 Skyway, Paradise, California for its **2021-2022** Winter Holiday Season Program (the “Program”). The District will have the right to three additional renewal options to this Agreement as referenced in Section 18 of this Agreement.

B. Magic has the requisite expertise, equipment and ability to provide a premium ice-skating rink on a temporary basis for use in the Program and in connection therewith, to train District staff how to operate and maintain the ice-skating rink in a good and workmanlike manner.

In consideration of the foregoing facts, the recital of which by this reference is incorporated in the agreement of the parties set forth below, and the mutual conditions, covenants and promises set forth below, Magic and District agree as follows:

1. **Services Provided by Magic.** Magic hereby agrees to provide to District in a timely and professional manner the following (collectively, the “Services”):

a. All of the tools, supplies and equipment (the “Equipment”) necessary to install, operate, and maintain on a temporary basis an ice-skating rink (the “Rink”) at the Center, including, but not limited to, those described on the attached Exhibit “A”. The Rink shall be installed and ready for operation by no later than **November 10, 2021** and shall be removed by **February 1, 2022**.

b. Training of District staff in the proper and professional operation and maintenance of the Rink and Equipment.

c. Except as otherwise provided herein, all tools, supplies and Equipment necessary for installation and removal of the Rink;

d. 24-hour per day technical support including, without limitation, refrigeration technicians on 24-hour call at all times throughout the Program;

e. A professional installation supervisor to assist and train District staff with maintenance, installation and removal of the Rink, which is estimated to take approximately five days for installation and five days for removal.

f. A professional refrigeration technician at installation of the Rink and thereafter as needed to make any repairs.

g. Consulting services relating to the planning, promotion, and enhancement of the business of operating the Rink;

h. Travel expenses for all of Magic's personnel for installation, training and removal; and

i. Freight cost for the Equipment to and from the Rink's installation site at the Center.

2. **Items Provided by District.** District shall provide the following at the Center:

a. Connection to a power source to achieve continuous three-phase, 480-volt, 400-amp, electric capacity for connection to the refrigeration system for the Rink.

b. Access at the Center to 110-volt power for tools, etc.

c. A laser leveled site at the Center on which to install the Rink, via sandbox or platform

d. An electrician on hand at the Center during installation, not to exceed a total of two hours, to make all electrical connections to the refrigeration unit.

e. A site at the Center for the refrigeration chiller system no more than 50 feet from the Rink.

f. Protection of the hoses from the Rink to the refrigeration unit by a wood-framed enclosure or other, similar protection.

g. For a period not to exceed 48 hours, during each installation and removal, all

equipment needed to unload, position, and load the Equipment on site, including, without limitation, a 5,000 lb. capacity forklift on site during installation and removal periods, an operator for the same, a crane, if needed, not to exceed 24 hours, and any other equipment reasonably required by Magic;

- h. Access to the site suitable for a tractor and trailer in order to install and remove the Equipment;
- i. Parking within 100 feet of the Rink for Magic personnel during installation and removal periods;
- j. Water supply to the site with a minimum of one ¾" faucet outlet;
- k. Safety equipment to include, without limitation, traffic cones, and barricades as needed;
- l. For the supervisor, lodging only in a single, clean room at a motel in Paradise during the installation and removal of the Rink, not to exceed ten nights total;
- m. Any and all local permits and licenses required to install and/or operate the Rink; and,
- n. District shall provide for a maximum of four days for installation and five days for removal, four (4) of its personnel to assist with installation and removal, and loading and unloading and positioning Equipment at site, and all equipment necessary to accomplish the same.

3. **Term; Installation; Days of Operation.** The term of this agreement shall commence on the Effective Date and, subject to Section 18. below, shall continue through **Tuesday, February 1, 2022**, on or before which date removal of the Rink and the Equipment shall have been completed by Magic. Notwithstanding the foregoing, installation of the Rink and Equipment shall commence on **Monday, October 25, 2021** and be completed on or before **Wednesday, November 10, 2021** and removal shall commence on **Tuesday, January 18, 2022** and be completed by **Tuesday, February 1, 2022**. The time of operation of the Rink by the District shall be from **Thursday, November 11, 2022** through **Monday, January 17, 2022**.

4. **Responsibility for Equipment; Repairs.**

Magic represents and warrants that the Rink and the Equipment shall be and remain in good working order and condition for the duration of the Program. It is the District's responsibility to notify Magic of Equipment failure immediately upon it noticing such. Such notice will be sent by email to Magic at magiciceusa@aol.com and shall be deemed received when sent.

Magic shall be responsible for all Equipment repairs at all times during the term of this Agreement, provided, however, that if the repairs are caused solely by the District's negligence or misuse, the District will be responsible for all costs associated with such repair. District understands that in the event repair to the Equipment is needed, Magic may send repair technicians from a location outside Paradise, California, which may cause additional delay. To the extent that Equipment repairs are needed solely because of the misuse of the Equipment by the District or due solely to the negligence of the District, the District will be responsible to provide lodging at a clean, medium priced motel in close proximity to the Rink for Magic's repair technician or technicians if an overnight stay is necessary to accomplish the repairs. In the event that repairs are necessary because of equipment malfunction or improper performance that is due to circumstances not caused solely by District, its employees, agents other than Magic's employees or agent, representatives, customers or the public, Magic shall be solely responsible for lodging of its repair technicians and all repair costs.

5. **Consideration.** In consideration for the services to be provided by Magic, District shall compensate Magic a total of \$84,000.00, payable in installments as follows:

Upon execution of this Agreement and delivery of a proper invoice to the District by Magic, 90 percent, or \$75,600.00, shall be due and payable upon arrival and commencement of installation of the Rink and the Equipment by Magic. The remaining 10 percent or \$8,400.00 shall be due and payable in full upon Magic completing performance under this Agreement and completely removing the Rink and all of the Equipment. Payments under this Agreement to Magic shall be paid by check mailed to 10364 SW 128 Terrace, Miami, FL 33176.

If Magic fails to complete the removal of the Rink and Equipment in accordance with the terms of this Agreement, the District may, in its sole discretion and after prior written notice to Magic, use the remaining funds to remove and store the Equipment until such time Magic retrieves the Equipment from the District, provided that if Magic has not picked up the Equipment within 15 days of the date of District's notice to it, it shall be deemed to have abandoned and forfeited any and all right title, and interest in and to the Equipment and District, without notice to Magic, may keep or dispose of the Equipment as it in its absolute discretion deems appropriate and any proceeds received by it from disposal shall belong to District. However, under no circumstances shall this paragraph be construed as requiring District to remove and store the Equipment or incur out-of-pocket costs to remove and store the Equipment. Magic hereby releases District from any and all claims arising from District's removal, disposal, abandonment, or keeping of the Equipment.

6. **Use of Equipment.** The parties agree that they will not use, operate, maintain, or store the Equipment improperly, carelessly or in violation of any applicable law or regulation or for any purpose other than for the operation of a temporary ice skating rink on the site designated in this Agreement.

7. **Relocation or Removal of Equipment.** Except as provided in Section 5 above, District shall not relocate or remove the Equipment without the consent of Magic, which consent may be withheld for any or for no reason. However, in the event of emergency, District shall have the right to relocate or remove the Equipment.

8. **Sublease or Alteration of Equipment Prohibited.** District shall not sublease the Equipment, permit the use of the Equipment by anyone other than District, alter or modify the Equipment, place any accessories on the Equipment except as authorized hereunder, assign its rights or obligations under this Agreement, or change the use or location of the Equipment without the prior written consent of the Magic, which consent may be withheld for any or no reason.

9. **Magic's Right of Entry.** Magic shall have the right to enter the Rink and inspect and repair the Equipment with reasonable advance notice to District to the extent required to ensure that the Equipment is operating as intended under this Agreement.

10. **Loss or Damage of Equipment Due to District.** District shall be liable to Magic for any loss or damage to the Equipment, at its actual cash value, to the extent that any loss or damage is solely attributable to the negligence or willful acts or omissions of District, its employees, agents other than Magic, its employees or agents, or representatives.

11. **Indemnity and Hold Harmless.** To the extent permitted by California law, each party (each the “Indemnitor”) shall indemnify, defend and hold the other party, including its directors, officers, employees, and agents (collectively the “Indemnitee”), harmless against and from any and all claims, which arise from, or out of arising in any way in connection with the negligent or willful acts or omissions of the Indemnitor, its directors, officers, its own employees, or contractors, and its respective performance or failure to perform under this Agreement. Magic also shall indemnify, defend and hold District harmless from and against any and all claims, lawsuits, losses, damages, expense, liabilities or penalties which arise from any manufacturer’s defect or deficiency in the Equipment or in the Rink.

12. **Liability Insurance.** Each party agrees to secure and maintain a commercial general liability insurance policy in an aggregate amount of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate insuring against any and all liability and damages arising out of or in any way connected with its and its employees’ and agents’ acts or omissions in performing or failing to perform those obligations on its part to be performed under this Agreement. Magic also shall obtain products liability insurance against any and all deficiencies and/or defects in the Equipment and/or the Rink. Said insurance shall be written on an occurrence basis with an insurance company duly licensed in California and, as to Magic’s insurance company, reasonably acceptable to the District. Each party shall be named as an additional insured on the policy or policies of insurance of the other. Each policy shall contain an endorsement that it cannot be cancelled without providing either party at least 30 days prior notice of cancellation. Magic shall provide District evidence of insurance sixty (60) days prior to shipment of Equipment. A breach of Magic’s obligation to furnish insurance pursuant to this Agreement is a material breach of this Agreement.

13. **Insurance Requirement – District.** In addition to the above, the District shall provide property insurance insuring the Equipment against loss or damage from fire, theft, vandalism, malicious

mischief, and other risks of loss customarily insured against in such policies. Said policy shall be for actual cash value and written on an occurrence basis with an insurance company duly licensed in California and acceptable to Magic. Magic shall be named as both a loss payee and an additional insured on such policy. District shall provide Magic evidence of insurance 60 days prior to shipment of the Equipment. A breach of District's obligation to furnish insurance pursuant to this Agreement is a material breach entitling Magic to immediate possession of the Equipment.

14. **Site Topography.** Magic acknowledges that it has thoroughly inspected and is knowledgeable of the topography of the proposed site at the Center on which the Rink is to be located, and represents and warrants, that the site is suitable for installing and operating the Rink.

15. **Title to Equipment.** Subject to Section 5. above, title to and ownership of the Equipment is and shall at all times remain with Magic, and District shall have no right, title or interest therein or thereto except the right of possession and use of the Equipment pursuant to the terms of this Agreement.

16. **District Responsibilities Regarding Equipment.**

a. District shall not remove or deface any of the Equipment or remove any marking or serial number on the Equipment. However, it is understood that District shall be permitted to install sponsorship dasher boards or removable vinyl lettering on dasher boards.

b. District shall keep the Equipment free and clear of all levies, liens, security interests and encumbrances of any nature or kind and shall promptly remove the same. Failure to take immediate steps to remove any such levy, liens, security interests or encumbrances, shall constitute a material breach of this Agreement giving Magic the right to immediate possession of the Equipment.

c. During the term of this Agreement, and subject to Magic properly training its staff to do so, District shall be responsible to maintain the Equipment, check daily all applicable fluids and temperature readings as directed by Magic, and perform the daily and ordinary care of the Equipment as specified by Magic.

17. **Non-Compete.** The Parties agree that:

a. This Agreement is for District's legitimate business and proprietary interests in operating the Rink.

b. To protect District's legitimate business and proprietary interests, Magic agrees that it will not provide the same or similar temporary ice rink services to any other person or governmental or private entity within a 28 mile radius from the outer perimeter of the Rink, without the prior express, written approval of District.

c. The term of this non-compete agreement shall coincide with the term of this Agreement, and any subsequent options to renew this Agreement.

d. Should District exercise one or more of the options to renew this Agreement as set forth in Section 18 below, such renewal shall constitute an extension of this non-compete provision.

18. **Renewal Option.** The District shall, at its discretion, have the right to exercise one more option to renew this Agreement under the same terms, excepting the dates of installation and removal and the days of operation set forth in Section 3 above by providing written notice to Magic. The dates for installation and removal and the days of operation will be adjusted to reflect the upcoming Program times. Rent is agreed upon by the parties, but in no event shall it exceed the previous year's rent plus five percent thereof. Said renewal notice shall be provided by District no later than May 31st of the year following the removal of the Equipment. Magic and District shall agree upon and set forth date adjustments for the upcoming Program.

19. **Public Records.** Magic agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with the funds expended under the terms of this Agreement are considered public records.

20. **Default/Breach; Opportunity to Cure.** Notwithstanding any other provision set forth in this Agreement, should either party desire to declare the other party in default or breach of any term or condition of this Agreement, the non-defaulting party shall provide the defaulting party a written notice of default. The written notice shall, at a minimum, state with particularity the nature of the default or breach, the manner in which the default or breach can be cured, and a reasonable time period of not less than five days, excluding weekends and legal holidays, in which the default must be cured. No action may be taken in a court of law on the basis that a breach of this Agreement has occurred until such time as the

requirements of this paragraph have been satisfied. Notwithstanding the foregoing, should Magic fail to repair any of the Equipment within 48 hours of notice by the District of its failure, the District may arrange to have such repairs performed by repair persons obtained by it and deduct the costs thereof from any amounts due Magic hereunder.

21. **Attorney's Fees.** Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

22. **District Revenues, Merchandise, and Sponsorships.** The parties acknowledge and agree that District shall have the right to charge public admission for the use of the temporary ice skating rink, sell merchandise, and obtain dasher board and other sponsors related to the temporary ice skating rink. All fees collected for admission, merchandise sales, and sponsorships of any kind shall be considered in their entirety as revenues of the District. Magic hereby waives any right or claim to said revenues.

23. **Miscellaneous Provisions.**

a. If any provision of this Agreement is deemed unenforceable, this Agreement shall survive absent said unenforceable provision.

b. Any waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any further breach of such provision or of any other provision of this Agreement, nor shall any failure to enforce any provision of this Agreement operate as a waiver of such provision or any other provision of this Agreement.

c. Neither Magic nor District shall be considered an agent or employee of the other party for any purpose whatsoever. For purposes of this Agreement, Magic shall be considered an independent contractor while performing services under this Agreement.

d. The parties hereby agree that acts of God, power failures, acts of terrorism and/or vandalism, as well as temperature and humidity ("Acts") that may cause the temporary ice rink not to be opened or damage to the equipment that Magic and District shall not be responsible for any such conditions or loss.

e. No change, modification, amendment or waiver of any of the terms or conditions of this Agreement shall be binding unless made in writing and duly executed by all parties hereto.

f. This Agreement constitutes the entire understanding and final agreement between the parties. This Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous statements, purchase orders, agreements, negotiations and representations between the parties are expressly merged into and superseded by this Agreement.

g. This Agreement shall be binding and inure to the benefit of Magic and the District. There are no third parties that are intended to be beneficiaries under this Agreement.

h. This Agreement may be signed in counterparts, with facsimile transmitted signatures being deemed an original, and all of which when signed by the respective parties when taken together will constitute the full and final agreement of the parties hereto.

i. This Agreement and the parties' performance under it shall be governed by California law. Should a dispute arise under this Agreement, the parties agree that the proper venue therefore shall be the Superior Court of the County of Butte, California or the United States District Court for the Eastern District of California, Sacramento, California.

j. Liquidated Damages. **Time is of the essence for this Agreement.** If either party fails to complete any obligation on its part to be performed hereunder by the date such was to be performed, the parties agree the other party shall be entitled to the sum of \$400.00 per day as liquidated damages for each day or partial day after the date performance was to have been completed until such performance is completed. The parties agree that this is a reasonable sum considering all of the circumstances existing on the Effective Date and the relationship of this amount to the range of harm the other that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

MAGIC:
MAGIC ICE USA, INC., a
Florida Corporation

DISTRICT:
PARADISE RECREATION AND PARK
DISTRICT, a, California
Recreation and Park District

By: _____
Byron J. Sharp, President

By: _____
Daniel Efseaff, District Manager

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was
acknowledged before me this _ day
of____, 2018, by Byron J. Sharp, signing on behalf of Corporation
[] who is personally known
to me or [] who has produced
as identification.

NOTARY PUBLIC, State of Florida
My commission expires: _____

STATE OF CALIFORNIA
COUNTY OF _____

The foregoing instrument was
acknowledged before me this _ day
of____, 2018, by Daniel Efseaff, signing on behalf of District
[] who is personally known
to me or [] who has produced
as identification.

NOTARY PUBLIC, State of California
My commission expires: _____

Exhibit “A”

- a. An 82' x 50' temporary Calmac Ice Mat rink pumping grid, including all header piping and plumbing transmission piping from the rink to the refrigerator system, which shall not be located more than 50 feet from the rink;
- b. Protective plastic sheeting to be laid under chiller;
- c. Protective foam insulation board to be placed under all frozen piping in contact with concrete;
- d. 100 ton, air-cooled refrigeration system and pump system suitable for making ice to accommodate an 82' x 50' temporary ice skating rink in accordance with ambient temperature reviews;
- e. Secondary refrigerant cooling liquid;
- f. Mini -ice resurfacers (Ice Wizard) and Ice maintenance tools;
- g. Insulation and vapor barriers;
- h. A rectangular 82" x 50" Module dasher board and railing system;
- i. Brilliant white painted ice surface, ice painting equipment and supplies;
- j. A minimum of 300 pairs of “lace up” style rental skates of various sizes and racks to accommodate them;
- k. Ice skate sharpener;
- l. 10 (ten) pairs of non-slip “rubber” over the shoe slip-ons for personnel;
- m. 12 (twelve) walker style aides; and
- n. Any and all other equipment necessary for the “Turn-Key” operation of the Rink by District from **November 10, 2021** to **February 1, 2022**.

Dan Efseaff

From: Byron Sharp <byron@magiciceusa.com>
Sent: Monday, May 16, 2022 8:08 AM
To: Dan Efseaff
Cc: 'Byron Sharp'
Subject: Seasonal Portable ice Rink

Hi Dan,

It was nice speaking with you last week. As I indicated on our telephone call, there is not one item that we require in the rental and installation of our rental ice rinks that has not gone up and that we anticipate will continue to go up further as this year progresses.

To that end, here are many of the major ice rink items that are increasing in cost significantly.

1. General Liability insurance
2. Ice Chiller – significant increase
3. Freight both to and from your location – Significant
4. Installation and extraction labor – Significant
5. Ice Rink equipment preparation and repair prior to shipping

Magic Ice USA first rented a seasonal portable ice rink to the City of Paradise, CA in 2012. The rental fee to the City of Paradise for the seasonal portable ice rink has never been increased since 2012 to keep pace with the rising costs over the many years that Magic Ice USA has service the Cities holiday ice rink needs. Additionally, the combination of the increases caused by this countries inflation today along with the issue that Magic Ice USA never increased its rental fee to the city of Paradise since 2012 has caused the necessary increase in our seasonal portable ice rink rental fees. We truly hope that the City of Paradise will continue to allow Magic Ice USA to be a part of its holiday ice rink programing. I look forward to speaking with you shortly in hopes of finalizing our seasonal portable ice rink rental for this coming holiday season in Paradise, California.

Best Regards,

Byron Jay Sharp

Magic Ice USA

Tel: 305 255 4144

Fax; 305 253 3973

byron@magiciceusa.com