

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DU PAGE     )

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-20-37 A RESOLUTION TO AMEND THE AGREEMENT BETWEEN THE CITY OF WOOD DALE AND NORTH AMERICAN MIDWAY ENTERTAINMENT FOR PRAIRIE FEST 2021**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 4<sup>th</sup> day of June, 2020.



SEAL

A handwritten signature in cursive script that reads 'Lynn Curiale'.

Lynn Curiale, City Clerk

Resolution #R-20-37

**A RESOLUTION TO AMEND THE AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND NORTH AMERICAN MIDWAY ENTERTAINMENT FOR  
PRAIRIE FEST 2021**

Passed: June 4, 2020  
Published in Pamphlet Form: June 5, 2020

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the  
attached Resolution is a true and correct copy of #R-20-37

**A RESOLUTION TO AMEND THE AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND NORTH AMERICAN MIDWAY ENTERTAINMENT FOR  
PRAIRIE FEST 2021**

Passed and approved by the City Council of the City of Wood Dale on June 4, 2020 and  
hereby published in pamphlet on June 5, 2020.



SEAL

A handwritten signature in cursive script that reads "Lynn Curiale".

Lynn Curiale, City Clerk

**RESOLUTION NO. R-20-37**

**A RESOLUTION TO AMEND THE AGREEMENT BETWEEN  
THE CITY OF WOOD DALE AND NORTH AMERICAN  
MIDWAY ENTERTAINMENT FOR PRAIRIE FEST 2021**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks North American Midway for the **Carnival at Prairie Fest**; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**WHEREAS**, after diligent review of the qualifications and services of **North American Midway**, the Mayor and the City Council find **North American Midway** is the most qualified firm to perform the duties sought by the City; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 4th day of June, 2020.

AYES: Alderman Jakab, Messina, Sorrentino, Susmarski, E. Wesley, Woods

NAYS: None

ABSENT: Alderman R. Wesley, Catalano

APPROVED this 4th day of June, 2020.

SIGNED: *Annunziato Pulice*  
Annunziato Pulice, Mayor

ATTEST: *Lynn Curiale*  
Lynn Curiale, City Clerk



**AMENDMENT NO. 1 TO  
2020 EVENT CONTRACT**

This AMENDMENT NO. 1 is made as of May 19, 2020, by North American Midway Entertainment – Astro Amusement, LLC (“Midway Entertainment”) and the City of Wood Dale (“Event Sponsor”) to the MIDWAY CONTRACT dated as of November 1, 2017 (the “Agreement”).

WHEREAS, the Event Sponsor contracted with Midway Entertainment in connection with a scheduled Prairie Fest Event for the 2020 Season; and

WHEREAS, governmental mandates have been issued, by Executive Order of the Governor of the State of Illinois and through the Illinois Department of Public Health Rules, prohibiting large public gatherings, requiring social distancing and other restrictions; and

WHEREAS, these governmental regulations prohibit the holding of the Prairie Fest Event; and

WHEREAS, the Parties desire to amend the Agreement as a result of the aforementioned COVID-19 pandemic and resulting governmentally mandated temporary cancellation of public gatherings during 2020.

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

1. The Agreement is hereby amended this date to reflect the cancellation of the 2020 Prairie Fest Event and, accordingly, to extend the term of the Agreement by one year, through 2021. The dates for the Event in such year shall be: JULY 29 – AUG 1, 2021.
2. Except as amended and/or modified by this Amendment No. 1, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this Amendment No. 1.
3. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

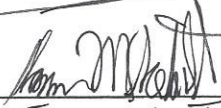
IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1, effective as of the date first written above.



NORTH AMERICAN MIDWAY  
ENTERTAINMENT

North American Midway Entertainment –  
Astro Amusement, LLC

City of Wood Dale, IL

By:   
Printed: THOMAS THEODOR  
Title: PRESIDENT

By: Annunziato Pulice  
Printed: Annunziato Pulice  
Title: Mayor



# NORTH AMERICAN MIDWAY ENTERTAINMENT

## CONTRACT

This agreement made this 1st day of November, 2017 by and between North American Midway Entertainment – Astro Amusement, LLC. (N.A.M.E.) and the Committee:

City of Wood Dale  
404 N Wood Dale Rd  
Wood Dale, IL 60191

**TO WIT:** The Committee agrees to furnish a location known as Wood Dale for the erection and operation of a combination of rides, shows and concessions known as North American Midway Entertainment. Said location of street, park, or parking lot is to be closed to traffic and parking and ready for occupancy not later than midnight on the Sunday immediately prior to the festival. The Committee also is responsible for and agrees to:

- Furnish and pay for any tax, permits or licenses that may be required for operation.
- Furnish and pay for all water, lot and street privileges necessary for the satisfactory operating, conducting and placing of all attractions and concession (the location of which must be agreeable and acceptable to North American Midway Entertainment).
- Handling and payment for all festival advertising and promotions including, but not limited to, newspaper, radio, television, posters, flyers, coupons, etc. Committee agrees to pay for and distribute the same.
- Hire and pay for sufficient police protection and security.
- Provide and pay for 24 hour access to sanitary toilet facilities, starting each Monday morning prior to the event at 8am.
- Provide and pay for trash receptacles (i.e. dumpsters) for midway clean up operations.
- Provide and pay (if necessary) for a parking area for semi-trailers, trucks, and travel trailers.
- Provide and pay for a 24 hour access to water for sanitary conditions on the midway starting each Monday morning prior to the opening of the event at 8 am.

North American Midway Entertainment is responsible for and agrees to:

- Furnish and pay for 100 poster cards with committee distributing these posters throughout the surrounding community.
- Furnish all electrical connections and electric current necessary for the power and illuminations of all rides, shows and concessions and other exhibits necessary for the conducting of said engagement. Said current to be for operating hours and to be supplied until all attractions are dismantled at the close of engagement.
- Furnish all permits and licenses necessary for operation, other than those required by the City of Wood Dale.
- Furnish uniformed ride and concession attendants and a NAARSO Level III Unit Foreman on the festival grounds at all times and house them off-site from the festival grounds.
- Provide a wireless ATM and all ticket booths and coupons for ride admittance only.
- Hire competent people to sell and care for ride coupons and care for ticket boxes. North American Midway Entertainment is responsible for total dollar value of tickets issued to them and is responsible for any shortages that may be created from sales of tickets.
- Provide a \$5,000,000 (per occurrence) public liability and property damage certificate of insurance, as respects operations of North American Midway Entertainment and for the negligence of the insured only. North American Midway Entertainment is not responsible or liable for your employees and volunteers. Needed additional named insured will be included in said certificate of insurance. North American Midway Entertainment assumes no liability for any accident that might be caused by streets or other locations being left open to local traffic or parking during erection, dismantling, or operation of equipment or to trespassers while equipment is not in operation. The Committee is responsible for this coverage.
- Clean up of its area nightly and at the close of the engagement.
- Furnish a computer drawn and scaled midway layout to the City by July 1 of each contract year.
- Provide certification from Mr. Thebault that criminal & National Sex Offender checks have been performed on any and all midway employees.

North American Midway Entertainment

◆ 2500 West Higgins Road, Suite 205 ◆ Hoffman Estates, IL 60169 ◆

◆ Phone: 847-885-2100 ◆ Fax: 847-885-2177 ◆



# NORTH AMERICAN MIDWAY ENTERTAINMENT

**IN CONSIDERATION OF THE ABOVE, North American Midway Entertainment agrees:**

To furnish, present and operate Midway attractions, consisting of a minimum of fifteen (15) amusement rides, a minimum of ten (10) concessions and, if available, paid admission shows at Wood Dale for a period of 4 days, starting and ending: July 26 - 29, 2018; July 25 - 28, 2019; July 23 - 26, 2020, for an event to be known as Prairie Fest.

To pay the Committee the sum of \$75.00 based on a ride gross from \$0 - 60K; or \$125 based on a ride gross over \$60K; for each concession or booth operated on the grounds during this engagement regardless of the number of days the concession is open during the event.

To pay the Committee 25% of the gross receipts \$0 - 75K; 30% of the gross receipts over \$75K; 30% of the gross receipts retroactive to dollar one if the ride gross exceeds \$125K, from monies derived from the sale of admission tickets at the various shows and rides after any City tax and amusement tax is deducted, where applicable.

The final settlement shall be made on the final evening of each years' festival. This agreement is fully assignable by North American Midway Entertainment with written approval from the City of Wood Dale. North American Midway Entertainment retains the right of first refusal for 2021 or the next year the Committee runs the festival or event in the event a year or more is skipped between running the festival.

**IT IS FURTHER UNDERSTOOD AND AGREED:**

It is understood and agreed that there shall be no other riding devices, shows, attractions or game concessions, such as, but not limited to, virtual reality, Climbing walls, arcade games, Space balls, Gyrotrons, Inflatable rides, Orbitron and other rides such as pony rides other than those furnished by North American Midway Entertainment, except: those mutually agreed upon by both parties.

It is understood and agreed that North American Midway Entertainment will have the exclusive privilege of selling out of its food concessions on the carnival midway and surrounding festival area the following items: cotton candy, popcorn, caramel corn, caramel apples, and corn dogs. North American Midway Entertainment will also sell the following items without an exclusive privilege: funnel cakes, nachos, soda pop, slushies, pizza puffs, bottled water, chips, hot dogs, and sausage.

North American Midway Entertainment assumes no liability for any damage or personal injury that may be directly or indirectly caused by streets or other locations being left open to local traffic or parking during the erection, dismantling or operation of equipment or to trespassers while equipment is not in operation. North American Midway Entertainment assumes no liability for reasonable or expected damage to landscape caused by the operation or set-up/tear down and removal of any of its equipment.

At no time shall North American Midway or any of its contractors use any personnel to set up, operate, or dismantle and remove any Attractions or allow any personnel on the Event site who would be prohibited from employment as a carnival or amusement or enterprise worker under Section 2-20(a) of the Amusement Ride and Attraction Safety Act, 430ILCS 85/2-20(a). On or before July 1 of each contract year, North American Midway shall provide to the Wood Dale Police Department a list of all current North American Midway employees who will be present on the Event site during the Event, including their birthdate and social security numbers. Should the Sponsor determine that any such personnel present on the Event site during the Event would be prohibited from employment as a carnival or amusement or enterprise worker under Section 2-20(a) of the Amusement Ride and Attraction Safety Act, North American Midway agrees to immediately cause the removal of that person from the site.

To the extent permitted by law, each party (the "indemnifying party") agrees to indemnify the other party, its agents, employees, representatives, successors and assigns (collectively, the "indemnified party") from and against all claims, demands, liabilities, suits, actions, damages and losses for personal injury, death or property damage, including, without limitation, court costs, investigative fees and attorney's fees, arising out of the indemnifying party's performance under this Agreement, except to the extent caused, directly or indirectly, by the acts or omissions of the indemnified party.

The laws of the State of Illinois shall govern the terms and conditions of this Agreement. Any lawsuit or claim filed to enforce the terms and conditions of this Agreement shall be brought in the Circuit Court of DuPage County. In the event of such legal action, the Prevailing Party shall be entitled to recover its attorney's fees and costs incurred.

It is further understood and agreed, that there is no other contract or promise express or implied, written or verbal. That should any other additional agreement become necessary, the same shall be void unless reduced to writing and signed by the parties hereto. That the committee agrees to keep this contract and its terms confidential and will not duplicate it verbally or a copy made without written permission from North American Midway Entertainment.

North American Midway Entertainment

◆ 2500 West Higgins Road, Suite 205 ◆ Hoffman Estates, IL 60169 ◆

◆ Phone: 847-885 2100 ◆ Fax: 847-885 2177 ◆





# NORTH AMERICAN MIDWAY ENTERTAINMENT

That this agreement in part or entirety is subject to strikes, suspension of electrical service, failure of transportation facilities, Government decrees, fire, floods, wrecks, tornadoes, war, riots, public demonstrations, or other good and sufficient reasons beyond the control of either party hereto.

The Committee agrees to use its influence to keep all attractions of this nature from exhibiting on or in the vicinity of Wood Dale IL, until after termination of this agreement. Both parties agree to work together to make this event a success.

**COMMENTS:**

Ticket Prices for the 2018 season are as follows: One coupon \$1.25; 22 coupons \$25; 55 coupons \$60. Prices are subject to change.

Midway Hours & Ride Specials will be as follows: TBD

A pre-sale Mega-Pass program will be initiated at costs ranging from \$50 - \$65, contingent to time of purchase.

See attached addendum for insurance requirements per Village of Wood Dale

**\*\*THIS IS A 3 YEAR CONTRACT FOR 2018-2020\*\***

IN WITNESS WHEREOF, we set our hands and seals in good faith this 6<sup>th</sup> day of NOVEMBER, 2017.

BY: Annunziato Pulice MAYOR  
The Committee, Title

N. A. M. E. - Astro Amusement, LLC.

BY: \_\_\_\_\_  
The Committee, Title

BY: [Signature]  
Thomas Thebault, President

Sign all copies and return original to the address listed above.  
**VOID IF NOT RETURNED AND RECEIVED BY: ASAP Please.**

(This contract is in full force and effect when confirmed by North American Midway Entertainment, LLC)

North American Midway Entertainment  
◆ 2500 West Higgins Road, Suite 205 ◆ Hoffman Estates, IL 60169 ◆  
◆ Phone: 847-885 2100 ◆ Fax: 847-885-2177 ◆



# NORTH AMERICAN MIDWAY ENTERTAINMENT

## Appendix 1 – City of Wood Dale Insurance Requirements

*Certificate Holders: City of Wood Dale, Wood Dale Park District, Wood Dale School District 7 and all officials, agents and employees of said entities.*

*Insurance Coverage Provided:*

*(a) Workers Compensation Insurance*

*Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction. The Workers Compensation policy shall also include the following provisions:*

*(1) Employers' Liability coverage with a limit of*

*\$1,000,000 each Accident*

*\$1,000,000 each Employee*

*\$1,000,000 Policy Limit for Disease*

*The Employers Liability Limits may be combined with either an Excess or*

*Umbrella Liability Policy.*

*(b) Commercial General Liability Insurance*

*The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.*

*General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage.*

*(c) Commercial Automobile Liability Insurance*

*The Commercial Automobile Liability Insurance limits shall not be less than the following: Appendix 1 – City of Wood Dale Insurance Requirements*

*(a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence*

*(b) Uninsured/Underinsured Motorists: Per Illinois Requirements*

*(d) Umbrella/Excess Liability*

*Coverage is excess of general liability, automobile liability, employers liability, cyber and professional liability in the amount of at least \$4,000,000 per occurrence with defense outside the limit.*

*(e) Vendor's Property Insurance*

*Vendor is required to maintain insurance against damage or destruction to the Vendor's property, including but not limited to fixtures, furnishings, equipment, furniture, inventory and stock, and equipment providing "all risk" peril coverage, in the amount of 100% of the replacement cost (collectively "All Risk Insurance"). Such coverage shall insure against all risks of physical loss and/or damage, including, but not limited to, the perils of flood, earthquake, collapse, windstorm, fire, vandalism and malicious mischief, sprinkler leakage, theft and water damage coverage.*

*Additional Insured: The aforementioned certificate holders shall be named as additional insured on the General Liability insurance coverage: "City of Wood Dale, Wood Dale Park District, Wood Dale School District 7, and all officials, agents and employees of said entities."*

*Waiver of Subrogation: North American Midway agrees to waive subrogation against City of Wood Dale, Wood Dale Park District, Wood Dale School District 7, and all officials, agents and employees of said entities as part of this contract*

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