

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-21-46 A RESOLUTION SEEKING TO APPROVE AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND WINDY CITY AMUSEMENTS FOR PRAIRIE FEST 2022-2023**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 5<sup>th</sup> day of August, 2021.



Lynn Curiale, City Clerk



Resolution #R-21-46

**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT BETWEEN THE  
CITY OF WOOD DALE AND WINDY CITY AMUSEMENTS FOR PRAIRIE  
FEST 2022-2023**

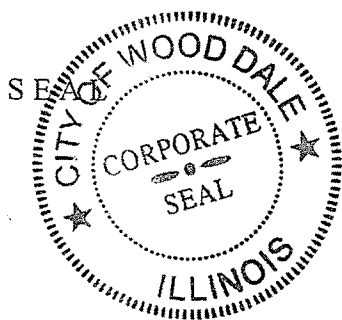
Passed: August 5, 2021  
Published in Pamphlet Form: August 6, 2021

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-21-46  
**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT BETWEEN THE  
CITY OF WOOD DALE AND WINDY CITY AMUSEMENTS FOR PRAIRIE  
FEST 2022-2023**

Passed and approved by the City Council of the City of Wood Dale on August 5, 2021  
and hereby published in pamphlet on August 6, 2021.



Lynn Curiale, City Clerk



RESOLUTION NO. R-21-46

**A RESOLUTION SEEKING TO APPROVE AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND WINDY CITY AMUSEMENTS FOR PRAIRIE FEST 2022-2023**

**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 the **Windy City Amusements** for the **carnival rides/games**; 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 **Windy City Amusements**, the Mayor and the City Council find **Amusements** 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 5<sup>th</sup> day of August, 2021.

AYES: 1

NAYS: 0

ABSENT: Alderman Sakab

APPROVED this 5<sup>th</sup> day of August, 2021.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
Lynn Curiale, City Clerk

# Windy City Amusements, Inc.

914 W. Main St. - St. Charles, IL 60174

(630) 443-4547 or fax (630) 443-4548

www.windycityamusements.com

Tony Salerno, President

Ruth Salerno, Secretary

## Contract To Supply Amusements

THIS CONTRACT, made and entered into this 17th day of June 2021 by and between the City or Village of Wood Dale, State of IL hereinafter referred to as the ("Sponsor").

In consideration of the mutual promises contained herein, the parties agree as follows.

1. That Windy City Amusement Inc. agrees to present its company, or companies consisting of Amusement ride devices, Amusement Attraction, Concessions, "Fun" booths, etc., at a location, provided by the Sponsor, and known as \_\_\_\_\_ in the City or Village of Wood Dale State of IL for a period of 4 days and nights commencing July 28, 2022 and ending July 31, 2022, both dates inclusive. Sponsor will sponsor subsequent events annually on substantially the same dates each subsequent year. (July 27 – 30, 2023)
2. Windy City Amusements Inc. shall furnish, in its sole discretion, all necessary roll tickets, and tickets booth (s) at the location.
3. The Sponsor hereby agrees to pay for, furnish, or provide all licenses, permits, water service, police protection, bill posting newspaper advertising, ticket sellers, dumpsters, portable toilets, a location acceptable to Windy City Amusements Inc. for the set up of its company, streets and lots privileges, and free gate admission tickets for the employees of Windy City Amusements Inc. where gate admission is charged, portable toilets & water hookup will be provided the day of or prior to setup of the carnival.
4. Windy City Amusements Inc. shall have the exclusive right of providing all amusement ride devices, amusement attractions, "fun" booths and concession stand (s) in the carnival area for the event.
5. Windy City Amusements Inc. shall have the exclusive right of providing all popcorn, cotton candy, snow cones, funnel cakes, pop and corn dogs at the location and/or carnival site, in its own concession stand (s).
6. Windy City Amusements Inc. agrees to pay to the Sponsor, the sum of \*See Remarks per cent (    %) of the gross receipts from monies derived from the sale of admission tickets at the various shows and rides, after usual Government taxes, and State and City sales taxes and Amusement Tax, if applicable, are deducted.
7. Windy City Amusements Inc. shall pay the flat sum of \$ \*See Remarks from the sale of each "fun" booth stand to the Sponsor. The term "fun" booth stand shall include but shall not be limited to any "walk on", "side show", or other non-mechanical amusement attractions, for which Windy City Amusements Inc. ride tickets are not accepted. Arm bands or hand stamps shall not be used for payment on any walk on, side show or other non-mechanical amusement attractions.
8. If any "fun" booth is closed, or unable to operate, (including rain out days), before the ending date of July 31, 2022, Windy City Amusements Inc. shall only pay a prorated fee for the actual days operated.
9. The settlement for the "fun" booths as well as the settlement for the percentage on the Amusement rides and shows etc. shall be made on the closing day of the event.
10. The proceeds of all ticket sales may be held by the Sponsor. If ticket proceeds are held by the Sponsor, the Sponsor is responsible for any and all shortages in cash or tickets including arm bands and hand stamps.

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Contract to Supply Amusements Page 2

- 11. Windy City Amusements Inc. is to furnish Liability Insurance and Property Damage Insurance of not less than \$ 5,000,000. for each occurrence with a certificate of said insurance sent to the Sponsor prior to the event. Windy City is not liable for Sponsors employees and volunteers actions during the event.
12. Ride ticket and Unlimited Ride Special prices are controlled by Windy City and may be subject to yearly change.
13. Windy City Amusements Inc. shall furnish Diesel Electric Light Plants for the operation of the Carnival Equipment only. The Sponsor shall pay \$ None toward any Diesel Fuel used, or other Electric Power used during the engagement.
14. That it is mutually agreed by both parties hereto that there are no other contracts or promises either written or verbal between them.
15. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic or any unforeseen occurrence over which Windy City has no control, then they are not to be held responsible for damages, by the Sponsor.
16. The Sponsor further agrees to use their influences to prevent other like attractions from exhibiting in the aforesaid City or Village until after the termination of this agreement.
17. This contract is fully assignable by Windy City Amusements Inc., any assignment needed would be to a comparable Amusement Company and is subject to approval by the City, which approval will not be unreasonably withheld.
18. N/A
19. This contract is a 2 year contract, good for 2022 thru 2023.
20. If either party prevails in any litigation or arbitration between the parties with respect to this Contract, the other party will pay all costs and expenses incurred by prevailing party in connection with the litigation or arbitration (including reasonable attorneys' fees and costs).
21. This proposal may be withdrawn by us if not accepted within days from the date of presentation of 2021.

(REMARKS

WCA will furnish 100 posters for Sponsor to post in community

\*6. WCA will pay Sponsor 25% of the ride gross up to \$100,000., and 30% on anything over \$100,000.

\*7. WCA will pay Sponsor \$50 per game if the gross is under \$100,000. Or \$75 per game if gross is over \$100,000.

Carnival hours of operation: Thurs & Fri 6-11pm, Sat 1-11pm and Sun 1-9pm

Unlimited Ride Specials on Thurs 6-10pm and Sat & Sun 1-5pm at WCA current wristband rates.

This contract entered into and signed in duplicate in the City or Village of City of Wood Dale, State of IL this day of August 5, 2021 A.D., 2021 by the duly authorized representative of the parties hereto.

SPONSOR: City of Wood Dale
BY: Annunziato Police
ITS: Mayor
DATED: August 5, 2021

WINDY CITY AMUSEMENTS INC.
BY: Anthony Johnson
ITS: Pres.
DATED: 8-9-2021

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not intended, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution copying of this communication strictly prohibited.