

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN
ASTRO AMUSEMENT CO. AND THE VILLAGE OF DOWNERS GROVE**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,
as follows:

1. That the form and substance of a certain Agreement (the “Agreement”) between the Village of Downers Grove (the “Village”) and Astro Amusement Co. (“Astro”) for the operation of the 2008 Heritage Festival amusement rides, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk



REQUEST FOR PROPOSAL

Name of Proposing Company: _____

Project Name: Heritage Festival Amusement Ride Vendor
Proposal No.: RTP-064-2007/TT
Proposal Due: November 30, 2007 at 5:00pm
Pre-Proposal Conference: DNA

Required of All Proposers:

Deposit: No
Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: NO
Certificate of Insurance: Yes
Legal Advertisement Published: November 5, 2007
Date Issued: November 5, 2007
This document consists of 29 pages.

Return **original and two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

36. NOTICE

36.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

III. DETAIL SPECIFICATIONS

The Village of Downers Grove is seeking an amusement company to operate the ride section of the annual Heritage Festival, which will be held on June 26 - 29, 2008, in the downtown area of Downers Grove, Illinois.

The village will provide a location for the erection and operation of rides. Said location of street, park, or parking lot will be closed to traffic and parking and ready for occupancy not later than 7:00pm Tuesday June 24, 2008. Teardown of the operation will not take place until after 11:30pm on Sunday June 29, 2008.

The Village of Downers Grove will also supply the following to the selected vendor for operation:

1. Furnish and pay for any tax, permits or licenses that may be required for operation (excluding any state required permits/licenses).
2. Furnish and pay for all water, lot and street privileges necessary for the satisfactory operating, conducting and placing of all rides.
3. Handling and payment for all festival advertising and promotions including, but not limited to, newspaper, radio, television, posters, flyers.
4. Provide competent people to sell and care for ride coupons and care for ticket boxes.
5. Provide and pay for sufficient police protection and security.
6. Provide and pay for 24 hour access to sanitary toilet facilities, starting Tuesday June 24, 2008 at 6:00pm.
7. Provide and pay for trash receptacles (i.e. dumpsters) for midway clean up operations.
8. Provide and pay for a parking area for semi-trailers, trucks and travel trailers at D.G. High School (subject to change).
9. Provide and pay for a 24 hour access to water for sanitary conditions on the midway starting Tuesday June 24, 2008 at 8:00pm.

Proposer to be responsible for the following:

1. 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 the midway area of the event. Said current to be for operating hours and to be supplied until all attractions are dismantled at the close of engagement.
2. Furnish uniformed ride attendants and a ride foreman on the festival grounds at all times. Prior to the onset of the festival, vendor must demonstrate to the Village's satisfaction that appropriate background checks have been

Additional Amenities:

- Astro will donate 550 ride special tickets to be used for sponsors.
- Astro will also sponsor ten (10) portable toilets at \$500.00

These additions are also part of the 2008 R.F.P. and should be considered as such.



North American Midway Entertainment EXTENSION OF CONTRACT

Would North American Midway Entertainment – Astro be willing to extend a contract for two additional years into 2009 and 2010 if the Village Council authorizes these events, and would we be financially responsible to both parties by agreeing to hold our pricing structure for four years at the same level?

For 23 years we have worked together to provide quality entertainment for Heritage Fest patrons at affordable pricing levels. Over the years, the Village has asked us to increase the amount we pay the Village to help defray the never ending increases in operating costs while at the same time regulating what we can charge our customers. Thus, we find ourselves in the position that we pay more and charge less. If we obtain permission, for a year's event, to increase our pricing structure, the Village receives 50% of that increase and we must balance our increasing cost with the remaining share. North American Midway Entertainment – Astro provides all its own electric for its rides and concessions. Diesel fuel rates now change by the hour. It's not unusual for us to pay \$15,000 a week to move equipment and another \$20,000 a week to power the same. We also find ourselves with a never ending spiral in insurance costs and no end in sight. To maintain the highest caliber of employee to meet today's increasing standards, we hire many foreign workers at a cost of approximately \$2500 per person to bring them into the country with visas and airfare. Our contracts for new equipment are in Euro currency, which in the last few years is so strong against the dollar. It costs us 50% more to buy equipment than it used to years ago.

The Village looks to us at many levels to help direct them in the future. Am I following that directive by being financially irresponsible in my own company? To maintain the same pricing level for our customers for four consecutive years (2007-2010) may be a wonderful thing for them, but it could put our company out of business. Are we helping them or you in the long run by agreeing to do this? Would the Village be willing to lower its percentage of monies derived from the sale of ride admission tickets in order to stabilize future ride prices? We might discuss longer term price stabilization if that were the case. Heritage Festival is a premier event in the Chicago area and we all want it to remain so in the future.

Sincerely,

Steve Thebault
North American Midway Entertainment – Astro

p.s.: I would like to ask why the number of game concessions was reduced from 16 in 2007 to 14 in 2008? This is also a revenue source for us and seems to be on a downward trend

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performed on all vendor employees assigned to work the festival. No employee of vendor shall be allowed to work at the Downers Grove Heritage Festival without having passed an appropriate background check. The village may require vendor to secure a bond to ensure compliance and indemnification.

2. Provide all ticket boxes and coupons for admittance.
3. Provide a \$5,000,000 public liability and property damage certificate of insurance, as respects operations of vendor and for the negligence of the insured only. The Village of Downers Grove, its' officers, employees, and agents/volunteers will be added as additional insured.
4. Clean up of the midway area nightly and at the close of the engagement with such disposal in designated dumpsters. Unsatisfactory clean-up or improper dumping may constitute a \$50.00 fine per occurrence.
5. Allow Village usage of vendors trailer office for purposes of carnival ticket sales accounting.
6. Furnish, and operate Midway rides, consisting of a minimum of 5-6 Spectacular; 4-6 Adult; 9-11 Kiddie; depending on space available, for a period of 4 days, starting June 26 and ending June 29, 2008.
7. If food concessions are placed in the area (which will have to be approved at a later date) the village will be compensated \$1000.00 per concession. If game concessions are placed in the midway area (which will have to be approved at a later date) the village will be compensated \$600.00 per concession. Number of games not to exceed (14) fourteen.
8. Gross receipts from monies derived from the sale of ride admission tickets will be split with the village receiving the following : 40% \$0 to \$100,000.00; 43% \$100K to \$150,000.00; 45% \$150K to \$225,000.00; and 50% over \$225K.
9. Ticket prices for the 2008 Heritage Festival will be: Pre-sale 30 sheet coupons \$23.00, Thursday Pay-one-price 6-10pm \$17.00, Friday Kid Ride Pay-one-price 10am-4pm \$12.00, single ticket \$1.00, 22 sheet coupons \$22.00.

Extension of Contract:

The village will be willing to enter into a 2-year contract at prices set above. Would the proposer be willing to accept a 2-year contract providing the Village Council authorizes the event for 2009 and 2010? _____.

Please answer the above question and describe your services in detail including any other items that you feel are significant.

Any awarded company must comply with the following Village of Dowers Grove Ordinances:

8.11. Amusements--Licenses required.

No person shall engage in the following businesses or activities within the Village before obtaining a license therefor:

- (a) Theatrical or musical performances and other live entertainment on the streets and public ways of the Village.
- (b) Readings in the art of divination.
- (c) Circuses, carnivals or any other show of similar nature given out of doors or under canvas or a temporary shelter. (Ord. No. 2167, § 6; Ord. No. 2549, § 2; Ord. No. 2691, § 1.)

8.12. Same--License fees.

License fees to be charged for the purpose of licensing and regulating the activities listed in Section 8-11 hereof shall be as follows:

- (a) \$500.00 per year or \$50.00 per day for theatrical or musical performances and other live entertainment on the streets and public ways of the Village and for readings in the art of divination.

(b) \$100 per day for circuses, carnivals or other shows of a similar nature out of doors or under canvas or a temporary shelter. (Ord. No. 2167, § 6; Ord. No. 2549, § 3; Ord. No. 2691, § 2.)

8.13. Application for License.

(a) Application for a license shall be made in writing to the Village Clerk, upon forms provided, and shall include the following:

(1) The name (including any nicknames or aliases), date of birth, address, including current and all prior addresses in last five years, telephone number, and social security number of the applicant. In addition, the application shall include the registered agent of the applicant if the applicant is a corporation, and the general or managing partners, if the applicant is a partnership.

(2) The location of the amusement activities.

(3) A complete statement of all convictions of the applicant as provided in this section. If the applicant is a corporation, such statement shall include applicant's officers, and directors thereof, and any stockholder or stockholders owning in the aggregate more than twenty percent of the stock of such corporation. If the applicant is a partnership, such statement shall include all general partners, and any limited partner owning more than twenty percent of the aggregate limited partner interest in such partnership. Such listing shall include the following:

(i) Any offense involving sexual misconduct with children or other sex offenses as defined in Article 11 of the Criminal Code of 1961, as amended.

(ii) A felony based upon conduct or involvement in such business or activity or related or similar business or activity, within the past ten years; or

(iii) A felony unrelated to conduct or involvement in such business or activity or related or similar business or activity, but which felony involved the use of a deadly weapon, traffic in narcotic drugs, or violence against another person, including rape, within the past five years; or

(iv) A misdemeanor or licensing ordinance violation, based upon conduct or involvement in such business or activity or related or similar business or activity, within the past two years.

(4) A description of the proposed amusement activities, including the anticipated age and number of patrons, hours of operation and all activities and business conducted at the same location, and the physical facilities to be used.

(5) A written statement setting forth all measures proposed to ensure that adequate traffic control, crowd protection and security, both inside and outside the amusement area, will be maintained.

(6) The name, address, telephone number and age of all managers shall be provided, along with a statement of any convictions as set forth under subsection (3), above. A manager is required to be on duty during business hours.

(7) A statement whether applicant has made similar application for a similar other license at a location other than described in this application and the disposition of such application.

(8) A current certificate of inspection for the location from the DuPage County Board of Health, if applicable.

(9) The license fee as provided in Section 8-12.

(10) The fingerprinting fee as provided in Section 8-13(12)

(11) In the event applicant is made aware that any information or document submitted as part of this application process is inaccurate or incomplete, applicant shall immediately notify the Village and provide appropriate corrections. Failure to accurately and completely provide, or as necessary update, required information may delay the processing of such application or result in its denial.

(12) In addition to the requirements of subsections (a) and (b) above, the applicant shall submit their fingerprints to be used in completing the investigation. Applicants are required to present themselves for fingerprints to be taken by the Downers Grove Police Department as provided by the Village Clerk. Applicants are required to pay a fingerprinting fee assessed by the Village. Provided, in the case of a renewal application,

fingerprints and the fingerprint fee shall not be required from a renewal applicant whose fingerprints are on file, unless the Village determines in its sole discretion that cause exists to have the applicant fingerprinted. If the applicant is a corporation, fingerprints shall be required of applicant's officers, directors, and any stockholder or stockholders owning in the aggregate more than twenty percent of the stock of such corporation. If the applicant is a partnership, fingerprints shall be required of all general partners, and any limited partner owning more than twenty percent of the aggregate limited partner interest in such partnership.

8.14. Processing of Application.

(a) An application shall not be considered proper or filed until all information and material required of the applicant pursuant to Section 8-13 has been submitted.

(b) Upon receipt of a proper application, the Village Clerk shall investigate the information contained in the application and shall determine whether the applicant and location designated, if applicable, are in full compliance with all applicable laws of the Village. The nature and scope of the investigation shall be within the discretion of the Village Clerk.

(c) The investigation, including any required inspections and background checks, shall be completed within 60 days after receipt of a proper application. Provided, the Village Clerk may extend this investigation period an additional period, not to exceed an additional 60 days, upon a finding that such additional period is needed to properly complete the investigation. Provided, whenever such an extension period is invoked, notice shall be provided to the applicant along with the specific reasons for such extension.

(d) If, within 10 days following completion of the investigation, the Village Clerk determines that the applicant and location are in compliance with the applicable ordinances of the Village, the Village Clerk shall issue the license.

(e) If, within 10 days following completion of the investigation, the Village Clerk determines that the applicant or location are not in compliance with the applicable ordinances of the Village, the Village Clerk shall notify the applicant in writing that its license has been denied, setting forth the reasons therefore, and advising the applicant of his or her right to appeal pursuant to Section 8-8. Unless a timely appeal is filed as provided in Section 8-8, such denial shall be final and effective on the 11th day following receipt of the notice by the applicant.

8.15. Limitation on Issuance and Renewal of License.

No amusement activity license shall be issued or renewed as follows:

(a) To an applicant providing false or misleading information on the application.

(b) To an applicant who has been convicted of the following offenses:

(1) Any offense involving sexual misconduct with children or other sex offenses as defined in Article 11 of the Criminal Code of 1961, as amended.

(2) A felony based upon conduct or involvement in such business or activity or related or similar business or activity, within the past ten years; or

(3) A felony unrelated to conduct or involvement in such business or activity or related or similar business or activity, but which felony involved the use of a deadly weapon, traffic in narcotic drugs, or violence against another person, including rape, within the past five years; or

(4) A misdemeanor or licensing ordinance violation, based upon conduct or involvement in such business or activity or related or similar business or activity, within the past two years.

(c) To an applicant whose license issued under this ordinance has been revoked for cause.

(d) To an applicant who at the time of application for renewal of any license issued hereunder would not be eligible for such license upon a first application.

(e) To an applicant under the age of eighteen years of age.

(f) To a partnership, if any general partner thereof, or any limited partner owning more than 20% of the aggregate limited partner interest in such partnership, would not be eligible to receive a license hereunder.

Village of Downers Grove

(g) To a corporation, if any officer or director, or any stockholder or stockholders owning in the aggregate more than 20% of the stock of such corporation, would not be eligible to receive a license hereunder.

(h) To a corporation unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the "Business Corporation Act of 1983" to transact business in Illinois.

(i) To an applicant whose place of business is conducted by a manager unless the manager possesses the same qualifications required by the licensee.

(j) To an applicant who is not a beneficial owner of the business to be operated by the licensee.

Additional Provisions:

Authority.

Village Representatives and departments with jurisdiction shall inspect all amusements as shall be necessary to determine compliance with the ordinances of the Village and all other applicable laws. The licensee/applicant shall permit representatives of the Village to inspect the amusement for the purpose of determining compliance with the ordinances of the Village and all other applicable law at any time during which the amusement is in operation. It shall be unlawful to prohibit, interfere with, or refuse to allow a lawful inspection conducted by the Village, or any other authority, pursuant to the above mentioned ordinance or additional provisions. Any such prohibition, interference or refusal shall be grounds for denial or revocation of the Amusement License.

Amusement Worker Permit Required.

The applicant and any and all employees and agents who will be on site at the event and or who will have physical contact with the general public must submit to a photograph for use in the amusement worker permit. All amusement workers must be qualified and receive a Village of Downers Grove Amusement Worker Permit and wear the photo identification badge prominently when working at the event. Amusement employees without a Village of Downers Grove Amusement Worker Permit and badge will not be permitted to work on the premises. At the conclusion of the event for which the amusement worker received his/her Village of Downers Grove Amusement Worker Permit, he/she shall return said photo identification permit/badge to the Village Clerk. The permit/badge remains the property of the Village of Downers Grove.

Amusement Permit Revocation.

The Village Manager may revoke a license or an amusement worker permit at anytime and demand immediate cessation of the event based upon violations of any Village Ordinance, on-premise criminal acts by the amusement employees or in the event the Village Manager determines that it is in the best interest of the public health, welfare or safety.

Whenever the Village had notified the applicant that certain employees are not allowed on site due to a background check and the applicant allows said excluded employee on site, the amusement license of that applicant may be immediately revoked at the discretion of the Village Manager.

Violations.

It shall be a violation for any applicant or employee or agent who has physical contact with the general public to be on-site at the event who does not possess an amusement worker permit. Said violator shall be issued a citation and immediately expelled from the event with no right to return to the site for the duration of the event in its entirety.

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

NORTH AMERICAN MIDWAY ENTERTAINMENT
Company Name - ASTRO AMUSEMENT, INC

Date: NOVEMBER 20, 2007

33 W. HIGGINS RD SUITE 630
Street Address of Company

Email Address

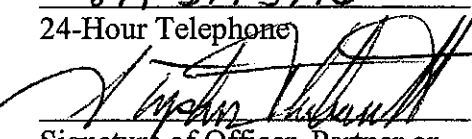
SOUTH BARRINGTON, IL 60010
City, State, Zip

STEPHEN THEBAULT
Contact Name (Print)

847 428 3631
Business Phone

847 514 5176
24-Hour Telephone

847 428 3738
Fax


Signature of Officer, Partner or
Sole Proprietor

STEPHEN THEBAULT - PRES.
Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.