

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2018-143

**AN ORDINANCE AUTHORIZING EXECUTION OF A FIVE YEAR CONTRACT BETWEEN
THE VILLAGE OF VERNON HILLS
AND WINDY CITY AMUSEMENTS, INC.
TO SUPPLY AMUSEMENTS FOR SUMMER CELEBRATION**

WHEREAS, the Village of Vernon Hills desires to engage Windy City Amusements to perform certain services and supply amusements for Summer Celebration.

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:

That the Village Manager is authorized to execute a five year Contract to Supply Amusements commencing 2019 with Windy City Amusements, Inc. for Summer Celebration dated November 7, 2018.

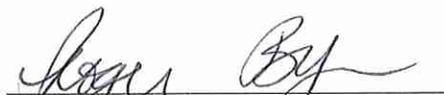
Dated the 20th day of November 2018.

Adopted by roll call vote as follows:

AYES: 6 – Marquardt, Koch, Schultz, Oppenheim, Takaoka, Brown

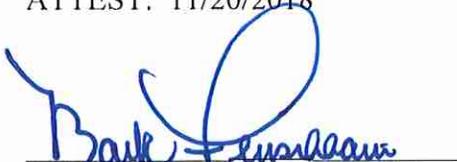
NAYS: 0 - None

ABSENT AND NOT VOTING: 0 – None



Roger L. Byrne, Village President

PASSED: 11/20/2018
APPROVED: 11/20/2018
ATTEST: 11/20/2018



Mark Fleischhauer, Village Clerk



CONTRACT TO SUPPLY AMUSEMENTS

THIS CONTRACT TO SUPPLY AMUSEMENTS ("Contract") is made by and between VILLAGE OF VERNON HILLS (hereinafter "Village") and WINDY CITY AMUSEMENTS, INC. (hereinafter "Windy City"), and is effective as of the 7th day of November, 2018 ("Effective Date").

The Village desires to engage Windy City to perform certain services on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** Windy City shall perform certain services with respect to the Village's Summer Celebration ("Event"); which shall include, providing amusement rides devices, supplying ticket booths, supplying amusement attractions, providing Concessions (only as defined herein) and concession stand(s) and providing "fun booths" (hereinafter collectively referred to as "Services") for the use and enjoyment of the residents, guests, invitees, and employees of the Village, and all others in attendance at the Event. Windy City shall provide an amusement attraction list to be reviewed and approved by the Village no later than three months prior to the Event.

In addition to the amusement attraction list noted above, the only items for sale by Windy City will be reviewed and agreed upon in writing by and between the Village and Windy City not less than three (3) months prior to the Event. There will be no other items allowed for sale by Windy City on the Summer Celebration grounds.

The Village agrees that Windy City shall have the exclusive right to provide services described herein at the Event. Furthermore, the Village agrees that it shall make reasonable efforts to prevent other amusement attractions from exhibiting in the Village thirty (30) days prior to the Event.

2. **Term.** The term of this Contract shall be for a period of five (5) years ("Term"), commencing with the 2019 Event. In the event there is a change in ownership of Windy City any time during the term of this Contract, the Village may terminate this Contract upon one hundred twenty (120) days prior written notice to Windy City. This Term is also predicated on the continued approval of the Vernon Hills Park District for continued use of Century Park for the Event.

3. **Additional Services.** Windy City shall furnish to the Village all tickets to be sold for the Event. All of the tickets furnished by Windy City shall be under the exclusive control of the Village until such time as tickets are ready for sale by Windy City to the public. The Village shall have the right to release such tickets to be sold by Windy City at its sole discretion provided however, the Village agrees to be reasonably available to replenish tickets to Windy City for sale to the public. Notwithstanding the above, in the event any shortage in cash or tickets (including arm bands and hand stamps) exists following the

completion of the Event, Windy City hereby agrees that it shall be solely responsible for the shortages, and it shall be required to reimburse to the Village any such amount.

Windy City is permitted to offer multi-ticket specials to the public provided the Village and Windy City mutually agree to such specials. Discussion of such "specials" shall be agreed upon no later than three months prior to the Event. Windy City and the Event Committee agree to discuss whether or not to allow special discounts for arm bands and special passes. The final decision shall be made by the Village.

Windy City shall supply a multi-portion trailer or trailers for sales by the Event Committee of beer, wine, and other items that the Event Committee may determine.

The Event Committee agrees to sell tickets, arm bands and hand stamps during the 2019 Event. To facilitate those sales, Windy City shall supply four (4) ticket booths to the Village for use by the Event Committee for sale of tickets, arm bands and hand stamps during the Event. The Event Committee and Windy City shall discuss who shall be responsible for sale of tickets, arm bands and hand stamps for the Event after the 2019 Event. Windy City agrees to take over the sale of tickets, arm bands and hand stamps if the so Village requests at no diminishment of the shared revenues with the Village.

Windy City shall provide to the Village 1,200 free passes for volunteers and sponsors. There shall be no additional free passes provided to officers or employees of the Village or their agents.

4. **Location/Duration of Event.** The Event shall take place at a location within the Village known as Century Park and shall be for a period of four (4) days and nights. The 2019 Summer Celebration Event shall take place on Thursday, Friday, Saturday and Sunday, July 18-21, 2019.

5. **Proceeds.** The settlement for all amounts collected during the Event shall occur as provide for herein. The proceeds collected by Windy City at the Event shall be disbursed to the Village as follows: (i) the Village shall receive a lump sum payment of Ten Thousand and 00/100 Dollars (\$10,000) at the close of the Event of Friday; and (ii) the Village shall received a second payment at the close of the Event of Sunday in an amount equal to thirty-five percent (35%) of each dollar collected at the Event., less usual government taxes, Midway Insurance, and State and Village sales taxes, and Amusement tax, if any, and previous Friday lump sum payment as provided in this Section 5 (i). Windy City shall supply an accounting of the aforementioned costs as part of the disbursement.

In addition to the aforementioned, each game or concession stand set up by Windy City shall disburse to the Village One Hundred Fifty Dollars (\$150) by the end of the Event.

6. **Permits/Utilities.** The Village agrees to pay for, furnish and/or provide all licenses, permits, taxes, water service, police protection, bill posting, newspaper advertising, dumpsters, and portable toilets to Windy City in order that it may perform the services provided hereunder. The portable toilets and water service shall be provided to Windy City

Attention: Tony Salerno

10: Miscellaneous. The rights and benefits of this Contract shall inure to the benefit of, and be enforceable by the Village. The rights and obligations of Windy City under this Contract may only be assigned with the prior written consent of the Village. This Contract shall be governed by and construed in accordance with the laws of the State of Illinois. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect. This Contract embodies the entire agreement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or agreements between the Village and Windy City, regarding the subject matter hereof. This Contract may only be amended by written agreement between the Village and Windy City.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representative, as of the day and year first set forth above.

VILLAGE OF VERNON HILLS

WINDY CITY AMUSEMENTS, INC.

By:  _____

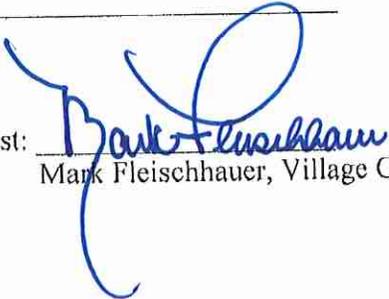
By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Attest: 
Mark Fleischhauer, Village Clerk