

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
FEBRUARY 6, 2007 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Extension of Heritage Festival Amusement Ride Contract	✓ Resolution Ordinance Motion Discussion Only	Mary Scalzetti, Director Community Events

SYNOPSIS

A resolution has been prepared to approve the renewal of the 2005 Amusement Ride Vendor Agreement, with Astro Amusement Company, Inc., to operate the amusement midway at the 2007 Heritage Festival.

STRATEGIC PLAN ALIGNMENT

Downers Grove Vision 2021 identified the principles of an *Authentic Downtown and Hometown Feeling* with the supporting means of: *Vibrant Community Focal Point for Bringing Residents and Guests together; Destination for Eating and Entertainment Both Indoor and outdoor and Strong Community Events Bringing Residents and Generations Together.*

FISCAL IMPACT

The FY07 General budget provides \$401,800 for Heritage Festival expenses and anticipates offsetting revenue of \$429,700. The Amusement Ride contract is projected to generate \$170,000 of revenue after expenses.

UPDATE & RECOMMENDATION

This item was presented on January 23, 2007, at the Council Workshop meeting. Approval is recommended on the February 6, 2007 active agenda. Copies of the minutes from prior meetings of the Tourism and Events Commission that addressed youth safety have been attached.

BACKGROUND

Through Request for Proposals issued in 2005, Astro Amusements Co., Inc. was awarded a contract as the Amusement Ride vendor for the 2005 Heritage Festival and given two one-year options for renewal as a part of the contract. The contract was extended in 2006. Per the Village purchasing policy this would be the second renewal to the original 2005 contract.

It is recommended that the Village extend the contract based upon the following:

- Astro has proven they can handle an event of our magnitude, and has provided quality service. Heritage Festival will be their main event that weekend.
- The contract calls for a ride revenue receipts split to the Village of, 40% of \$0 to \$100,000; 43% \$100K to \$150,000; 45% \$150K to \$225,000; and 50% over \$225K of the gross receipts.
- Astro employees having contact with children will be placed through a fingerprint/ background check with the cost will be split between the Village and Astro. At the Village's discretion, the background check for an individual Astro employee may be limited to a check of the National Sex Offender database (this is done in cases where fingerprints were reviewed the prior year.)
- Astro supports our event by donating in sponsorship \$500 for ten portable toilets, and 550 special tickets for sponsorship.

- Astro also provides the following: the Bear Show with seating area, the Misting Tents and the Pipe Organ, adding to the attractiveness of the midway area.

Prices for tickets in 2007 will be as follows:

- Thursday night pay-one-price will be \$17
- Friday morning kiddie pay-one-price will be \$12.
- 30 pre-sale tickets will be \$23.00 or on the date of the events 22 tickets will be \$22.00
- A single ticket will be \$1.00

As a side note, individuals who do not want to purchase the \$17 pay-one- price on Thursdays ride preview may use presale tickets purchased earlier in June or individual tickets available that evening.

These above fees reflect an increase in the pre-sale 30-sheet tickets at \$23.00 (these were \$22.00 in 2006) and the Friday kiddie pay-one-price at \$12.00 (these were \$10.00 in 2006), however, the kiddie ride pay-one-price hours will be extended by an additional hour, from 10:00am – 4:00pm. as compared to 2006.

The number of tickets needed to ride each attraction will remain the same as last year.

ATTACHMENTS

2007 Addendum Astro Amusement Contract

VILLAGE OF DOWNERS GROVE
TOURISM AND EVENTS COMMISSION
DOUBLETREE GUEST SUITES
2111 Butterfield Rd.
November 18, 2004

PRESENT: Chairman Tully, Ms. Cynthia Bock, Mr. Dave Humphreys, Ms. Tessa McGuire,
Ms. Patti Marino, Ms. Kathy Nybo, Ms. Ellen Pendola, Mr. John Randall
Staff: Ms. Mary Scalzetti, Ms. Barb Martin, Ms. Audrey Priorello
ABSENT: Mr. Dave Dahm, Mr. Frank Fulco

The meeting was called to order at 6:10 p.m.

I. APPROVAL OF MINUTES FROM OCTOBER 21, 2004

There being no changes or additions, Board Members unanimously approved the minutes.

II. PUBLIC COMMENT

There was no public comment.

II. COMMITTEE REPORTS

Event Subcommittee: Report attached and made part of the minutes

Tourism Subcommittee: No report at this meeting.

IV DIRECTOR'S REPORT

Ms. Scalzetti reported that she attended the International Festival and Events Association (IFEA) Conference in Boston. She reported that Downers Grove had received 3 awards; 2 gold and a bronze for a full-length local Heritage Festival video; cable TV commercial: *Ready, Set, Go*; and the Heritage Festival Street Banner.

OLD BUSINESS

Ms. Scalzetti reported that Ms. Pendola and Ms. Nybo had their commission renewed for an additional two years.

NEW BUSINESS

Sponsorship Brochure

Ms. Scalzetti reported that Ebersold, Inc. has agreed to not increase the cost of printing the Heritage Festival News. She explained that the village's purchasing policy allows the village to go with the same vendor for the current contract year and two more years if the cost to the village doesn't go up 2% over the entire cost of the original contract.

MR. HUMPHREYS MOVED TO ACCEPT THE RECOMMENDATION OF THE EVENTS SUBCOMMITTEE TO RENEW THE CONTRACT FROM EBERSOLD INC. TO PRINT THE 2005 HERITAGE FESTIVAL NEWS. MS. MCGUIRE SECONDED.

Yea: Ms. Cynthia Bock, Mr. Dave Humphreys, Ms. Tessa McGuire,
Ms. Patti Marino, Ms. Kathy Nybo, Ms. Ellen Pendola, Mr. John Randall

Nay: NONE

The motion carried 7:0

HF Draft Budget

Ms. Scalzetti reviewed the draft budget with the Commission and noted several areas in which revenues could be increased. She said this year the revenue for HF202 Booth Space Fees was increased \$4,000.00 to \$74,000.00. This increase represents a \$20.00 application processing fee for each booth, including not for profit organizations. She said that while checking out other communities festival web sites, she noticed they had included this fee.

Ms Scalzetti pointed out that another area of increase would be in HF203 Contracted Sales. She said that with the addition of the parking deck in the downtown, she would like to sell premium parking spots in the garage for \$5.00 each on Saturday and Sunday. She would ask a service organization to attend to selling the spaces. The top of the deck will be used for fireworks and not available for parking leaving approximately 700 spaces. She calculated the total revenue from this would be \$6,000. Ms. Pendola suggested that if there is going to charge for parking in the deck, then it should be widely advertised before the festival as many festival goers will be expecting to park in it for free as it is a weekend. Mr. Humphreys also noted that there might be negative feedback from the downtown merchants as they will also probably be expecting to use the garage because their parking is displaced. Ms. Kestelik said the Tourism and Events Department will hold a public discussion in reference to the 2005 Heritage Festival and the amusement ride layout, with regards to the Curtiss Block Development on December 6th at 6:30 p.m. in the council chambers at Village Hall. She suggested this might be an appropriate setting to get feedback on charging the parking deck fee on Saturday and Sunday during the Festival.

Ms. Scalzetti said another area showing an increase was in HF301 Amusement Rides. She increased revenue from 160,000 to 165,000 speculating the \$5,000 increase in revenue would in part be attributable to inviting participants from the Prairie State Games which coincides with the Heritage Festival this year.

Mr. Randall suggested that the Commission, in the future, the commission should look into the possibility of charging an admission fee for the festival. Board members agreed that it would be very difficult to charge an admission fee to the festival because it is in the downtown. Mr. Humphreys noted that the downtown location with its many entrances and egresses would require not only expensive fencing and security to maintain the perimeter fencing, but you would then be charging people to come and eat at the downtown restaurants and shop in the stores. The festival would have to be moved to another location in order charge admission.

Ms. Scalzetti asked commission members for their approval of the 2005 Heritage Festival Budget.

MS. MARINO MOVED TO ACCEPT THE RECOMMENDATION OF THE EVENTS SUBCOMMITTEE TO APPROVE THE 2004 HERITAGE FESTIVAL BUDGET PENDING DISCUSSION ON DECEMBER 6, 2004 REGARDING THE PARKING DECK FEE. MS. PENDOLA SECONDED THE MOTION.

**Yea: Ms. Cynthia Bock, Mr. Dave Humphreys, Ms. Tessa McGuire,
Ms. Patti Marino, Ms. Kathy Nybo, Ms. Ellen Pendola, Mr. John Randall**

Nay: NONE

The motion carried 7:0

Beer Garden and Bingo RFP's

Ms. Scalzetti reported that the Events Committee has agreed to extend the contracts for the suppliers of the Beer Garden and Bingo based on the RFP's that were received last year. The suppliers have agreed to not increase the cost to the Village by more than 2%. Ms. Scalzetti said the VFW has agreed to pay the full cost for renting the tents, tables, and chairs at this year's festival. They are also happy with their location and do not want to be moved. Mr. Humphreys commented that, as a contracted event and to be consistent, next year we might charge a percentage of revenues. Ms. Scalzetti said that in the future, if the Bingo attraction gets larger, the RFP could request that they submit an expense report.

MS. PENDOLA MOVED TO ACCEPT THE RECOMMENDATION OF THE EVENTS SUBCOMMITTEE TO RENEW THE BEER GARDEN CONTRACT TO DOWNERS GROVE ROTARY FOR THE 2005 HERITAGE FESTIVAL.

MS. PENDOLA MOVED TO ACCEPT THE RECOMMENDATION OF THE EVENTS SUBCOMMITTEE TO RENEW THE BINGO CONTRACT TO THE DOWNERS GROVE VFW FOR THE 2005 HERITAGE FESTIVAL WITH THE PROVISION THAT THE VFW PAYS ALL RENTAL FEES FOR TENTS, TABLES AND CHAIRS.

MS. MARINO MOVED TO ACCEPT THE RECOMMENDATION OF THE EVENTS SUBCOMMITTEE TO APPROVE THE 2004 HERITAGE FESTIVAL BUDGET PENDING DISCUSSION ON DECEMBER 6, 2004 REGARDING THE PARKING DECK FEE. MS. PENDOLA SECONDED THE MOTION.

**Yea: Ms. Cynthia Bock, Mr. Dave Humphreys, Ms. Tessa McGuire,
Ms. Patti Marino, Ms. Kathy Nybo, Ms. Ellen Pendola, Mr. John Randall**

Nay: NONE

The motion carried 7:0

Street Fair Rules and Regulations

Ms. Kestelik advised that the Rules & Regulations has very few changes at this point. She said there has been some discussion about requiring all tents to be rented through the Village but nothing has been confirmed. The other change identified would be the \$20 processing fee for all Heritage Festival applications.

MS. MCGUIRE MOVED TO ACCEPT THE RECOMMENDATION OF THE EVENTS SUBCOMMITTEE TO APPROVE THE 2004 HERITAGE FESTIVAL RULES AND REGULATIONS BOOKLET. MS. MARINO SECONDED THE MOTION.

**Yea: Ms. Cynthia Bock, Mr. Dave Humphreys, Ms. Tessa McGuire,
Ms. Patti Marino, Ms. Kathy Nybo, Ms. Ellen Pendola, Mr. John Randall**

Nay: NONE

The motion carried 7:0

Amusement Ride Contract

Ms. Scalzetti reported that the RFP for the Amusement Rides was sent out on Nov. 5. and are due back in January. She said the only change was that there was some specific wording added in reference to the background check and fingerprinting of any worker who has direct contact with children. It will comply with the new amusement ordinance currently being finalized by the Legal Dept. The approximate cost to the amusement company for the background check could run as high as \$1,000.00. Ms. Scalzetti noted that these requirements will soon become a State law and all amusement vendors will have to comply.

DISCUSSION

Mr. Randall requested that the Tourism and Events Commission enlist the aid of the Mayor and Village Council in an effort to raise the awareness of the lack of signage for Downers Grove hotels on Butterfield Rd. and I-355 to a "higher" level. He stated that 2 ½ years has past since a request for signage was made by the hoteliers and yet there is still no activity with regard to getting hotel signage in place. Mr. Randall noted that the signage moratorium for I-355 has expired and that hotel signage should now be made a primary issue and a formal effort should be made to attain permission from the State and County. He said that lack of signage causes a revenue loss everyday for Downers Grove hotels. He said potential guests drive to other communities because they can't find their way to the hotels. Commissioner Tulley responded that Mayor Krajewski has been working on this issue, and has taken every opportunity available to him to bring this matter to the attention of IDOT officials and Representatives in Springfield. Commissioner Tully felt that one way of elevating and expanding the level of awareness with regard to this issue might be done by bringing in the mayors and councils of other communities and banding together in a cohesive effort. Commission members agreed that this approach would be the best way to handle this matter.

MR. HUMPHREYS MOVED THAT THE TOURISM AND EVENTS COMMISSION MAKE A REQUEST TO THE MAYOR TO EXPLORE ENLISTING THE AID OF THE DUPAGE MAYORS AND MANAGERS ALONG WITH, AND NOT LIMITED TO, THE DUPAGE CONVENTION AND VISITORS BUREAU IN ACHIEVING HIGHWAY DIRECTION SIGNAGE FOR DOWNERS GROVE HOTELS AND OTHER COMMUNITIES WITH HOTELS ALONG I-355 AND THE I-88 TOLLROADS. MS BOCK SECONDED.

**Yea: Ms. Cynthia Bock, Mr. Dave Humphreys, Ms. Tessa McGuire,
Ms. Patti Marino, Ms. Kathy Nybo, Ms. Ellen Pendola, Mr. John Randall**

Nay: NONE

The motion carried 7:0

The meeting ended at 7:05

The next meeting is scheduled for January 20, 2005.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF THE 2007 ADDENDUM
TO THE ASTRO AMUSEMENT 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 Addendum Agreement (the "Agreement") between the Village of Downers Grove (the "Village") and Astro Amusement Co. (the "Astro") for the operation of the 2007 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

2007 ADDENDUM
TO THE ASTRO AMUSEMENT CONTRACT BETWEEN
ASTRO AMUSEMENT CO. AND THE VILLAGE OF DOWNERS GROVE

The 2005 Astro Amusement Contract Between Astro Amusement Co. (“Astro”) and The Village of Downers Grove (“Village”) for amusement rides, arcade, show and concession area that is dated 2/15/05 is hereby amended to include the following provisions:

INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Astro shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, (including any attorneys fees), which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of Astro, its employees, or its subcontractors, and Astro, its employees, or its subcontractors, and Astro shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, Astro shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring Astro to indemnify the Village for the Village’s own negligence. Astro shall indemnify, keep and save harmless the Village only where a loss was caused by the acts or omissions of Astro, its employees, or its subcontractors.

NONDISCRIMINATION

(a) Astro shall, as a party to a public contract:

(1) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(2) By signing this agreement, Astro certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Astro shall comply with standards set forth in Title VII of the Civil Rights Act

of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et seq.

VERIFICATION OF COVERAGE

Astro shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Village before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

EQUAL EMPLOYMENT OPPORTUNITY

In the event of Astro's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Astro may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, Astro agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Astro's

obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Astro in its efforts to comply with such Act and Rules and Regulations, Astro will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, Astro will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Astro will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

BACKGROUND CHECKS & FINGERPRINTING

The Village of Downers Grove and Astro will split the cost of background and fingerprint checks. The fingerprinting and background checks will be completed as stated in the original 2005 RFP. However, the Village reserves the right to perform a modified background check in lieu of a full background check. A modified background check consists of checking an amusement worker's background against the National Sex offender Data Base only.

The Village of Downers Grove reserves the right to refuse entrance to and the ability to work in any capacity at the Heritage Festival of any employee, agent or person working for Astro if the background of that individual indicates there is a risk to the safety of any person or class of persons who attends the Heritage Festival.

TICKET PRICES

- (1). Ticket pricing for the 2007 festival will be as follows:
 - 1 coupon = \$1.00;

- Pre-sale tickets (sold between June 1, - June 20, 2007) a 30 coupon sheet = \$23.00;
- On event days, a 22 coupon sheet = \$22.00;
- The Thursday, June 21, 2007 (6-10pm) Pay One Price = \$17.00
- The Friday, June 22, 2007 (10am-4pm kiddie rides only) Pay One Price = \$12.00.

(2). The number of tickets needed to ride each ride will not change from 2005.

(3). Astro will donate 550 ride special tickets to be used for sponsors.

(4). Astro will also sponsor ten (10) portable toilets at \$500.00.

CONCESSIONS

(1). If food concessions are placed in the ride area (which will have to be approved at a later date), the Village will be compensated \$900.00 per concession.

(2). If Game concessions are placed in the ride area (which will have to be approved at a later date), the Village will be compensated \$600.00 per game concession. Number of games not to exceed (14) fourteen.

REVENUE SPLIT

The Village will waive the Amusement license fee for the 2007 Heritage Festival.

Gross receipts from monies derived from the sale of ride admission tickets will be paid to the Village as follows:

- 40% of the ride gross from \$0 to \$100,000;
- 43% of the ride gross from \$100,000 to \$150,000;
- 45% of the ride gross from \$150,000 to \$225,000;
- 50% of the ride gross over \$225,000.

ASSIGNMENT.

This Agreement or any part hereof shall not be transferred, conveyed or assigned by either party without the prior written consent of the Village of Downers Grove.

FREEDOM OF INFORMATION

Since the Village of Downers Grove is a municipal entity, this agreement will comply with any and all statutes that allow for the Freedom of Information, especially with regard to contracts.

NOTICES.

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given if hand delivered or express mailed, signature requested,

If to the Village of Downers Grove:

Village of Downers Grove
801 Burlington Ave
Downers Grove, IL 60515
Attn: Mary Scalzetti

If to Astro, as follows:

Astro Amusement Company
33 W. Higgins Road, Suite 4050
South Barrington, Illinois, 60010
Attn: Sandy Thebault

TERMINATION

In the event the Village Council determines that there will not be an amusement ride, arcade, show or concession area at the festival as described herein, this contract shall be null and void upon written notice from the Village to Astro. Such termination notice shall be provided to Astro ninety (90) days in advance of the event. If such termination occurs, the Village of Downers Grove, its Council members, officers, directors, employees, agents and attorneys shall be held harmless and shall not be liable for damages, any breach of contract, losses, liabilities or expenses (including attorneys fees) to Astro.

FORCE MAJORE

The failure of either party hereto to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, earthquake, act of public enemies, terrorism, action of federal, state or local governmental authorities or for any reason beyond the reasonable control of such party, shall not be deemed a breach of this Agreement.

ENTIRE AGREEMENT

a. This Agreement (i.e. inclusive of the original 2005 Contract and this 2007 Addendum, only) contains the complete and exclusive statements of the Agreement between the parties and supersedes all prior agreements, understanding, communications and proposals, oral or written, between the parties relating to the subject matter of this Agreement. If there is any discrepancy or conflict between the terms of the Contract and this Addendum, this Addendum shall control.

b. This Agreement may not be modified or amended except in writing executed by Astro and the Village, which refer to this Agreement.

c. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture between Astro and the Village. Neither party will have the right to obligate or bind the other party in any manner whatsoever.

IN WITNESS THEREOF, the parties have caused this Addendum to Contract to be executed by their duly authorized representatives.

VILLAGE OF DOWNERS GROVE

ASTRO AMUSEMENT CO.

By: _____
Cara Pavlicek, Village Manager

By: _____
Sandy Thebault

Date: _____

Date: _____

Attest: _____
April Holden, Village Clerk

Attest: _____

Title: _____

Date: _____

Date: _____

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