



AGENDA ITEM # 4

**AGENDA ITEM EXECUTIVE SUMMARY
Committee of the Whole Meeting
January 8, 2018**

Item Title: Roselare Food Trucks – License Agreement

Staff Contact: Natalie Engel, Economic Development Coordinator

COMMITTEE OF THE WHOLE ACTION

Direct staff to prepare a Resolution approving a Mobile Vending Truck License Agreement with Pollyanna Brewing Company.

Executive Summary:

In May 2017, the Village Board approved a Special Use Permit for a craft brewery at 245 East Main Street. The facility, Roselare by Pollyanna Brewing Company, is now open.

Roselare operates on a ‘Bring your own Food’ concept where patrons can bring food in, order from a selection of local restaurants that deliver, or purchase food from a food truck for consumption in the brewery.

As part of the Special Use Permit, Pollyanna requested permission to host 1 or 2 food trucks up to 3 times weekly. In order to formalize this arrangement, the Village requested that they enter into a Food Truck License Agreement for the use of our public right-of-way.

A draft of the Agreement is attached. Following are some of the key elements.

- The License Agreement is valid for one year and is renewable.
- Pollyanna must pay an annual \$1,000 license fee.
- Food Trucks are restricted to the hours of:
 - 3:00pm to 10:00pm Tuesdays through Thursdays,
 - noon to 11:00 pm on Fridays and Saturdays, and
 - noon to 7:00pm on Sundays.
- The food trucks are subject to the Village’s business license requirements.
- The food trucks must carry general liability, business automobile, and umbrella insurance.
- Pollyanna can use 2 parallel parking spaces on the south side of Main Street, immediately adjacent to their property for the food trucks. (Please see the site plan in Attachment #1 for the location of the parking spaces.)

Implications:

Is this item budgeted? N/A

Any other implications to be considered? Main Street parking modifications are also being discussed at the 01-08-2017 COW meeting.

Attachments:

1. Site Plan from the Special Use Permit
2. Draft Mobile Vending Truck License Agreement

Attachment #1

Site Plan for Roselle Brewery and Tap Room Special Use Permit



Attachment #2 - Draft Mobile Vending Truck License Agreement

MOBILE VENDING TRUCK LICENSE AGREEMENT FOR PARKING SPACES ON THE SOUTH SIDE OF MAIN STREET ADJACENT TO ROSELARE BREWERY

This Agreement is made as of this _____ day of _____, 2018 by and between the Village of Roselle, Illinois, an Illinois non-home rule municipal corporation (the "Licensor"), and Pollyanna Brewing Company, hereinafter referred to as "the Operator" and hereinafter referred to as the "Licensee". From time to time, this Agreement may refer to the Village and Vendor individually as a "Party" or together as "Parties".

Preambles

WHEREAS, a portion of Main Street right-of-way lies directly north of 245 East Main Street as depicted in Exhibit "A" and is currently used as a public street under the control and jurisdiction of the Licensor (hereinafter referred to as "the Property"); and,

WHEREAS, the Operator has requested use of two parallel parking spaces on the south side of Main Street immediately adjacent to 245 East Main Street for the parking of one or two mobile food vending trucks as accessory uses to the Roselare Brewery at 245 East Main Street; and,

WHEREAS, the use of the parking spaces by Food Trucks will be restricted to the hours of 3:00pm to 10:00pm Tuesdays through Thursdays, noon to 11:00 pm on Fridays and Saturdays, and noon to 7:00pm on Sundays; and,

WHEREAS, the Licensee has agreed to pay an annual \$1,000 license fee for the use of the spaces; and,

WHEREAS, based upon the specific location proposed, the Corporate Authorities of the Village have agreed to issue a license to the Operator subject to the terms and conditions set forth in this Agreement; and

Now, therefore, in consideration of the mutual promises contained herein and of their good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals** The recitals contained in the foregoing Preamble are incorporated into this Agreement and made a part hereof, as representing the intent of the parties and where applicable as substantive provisions herein, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.
2. **Installation Allowed** Village of Roselle hereby agrees, upon the submission of proper permitting application documents to allow up to two mobile vendor trucks to be parked on the south side of Main Street adjacent to 245 East Main Street,
3. **Terms of Installation and Maintenance**
 - a. The mobile vending trucks shall be maintained, operated and managed in conformance with the following requirements:
 - i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
 - ii. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- iii. An Umbrella Insurance Policy in an amount not less than \$1,000, 000 per occurrence.
- b. The Licensee and its Vendors shall cause the Village, its officials, agents, employees and volunteers to be covered as additional insured as respects to: liability arising out of the Operator's work, including activities performed by or on behalf of the Operator; products and completed operations of the Operator; premises owned, leased or used by the Operator; or automobiles owned, leased, hired or borrowed by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
- c. The Operator's and Vendors insurance coverage shall be primary with respects to the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of the Operator's insurance and shall not contribute with it.
- d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- e. The Operator shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insured, and with original endorsements affecting coverage required by this Agreement. 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.
- f. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Village.
- g. The Licensee shall assume liability for all injury to or death of any person or persons including employees of the Operator, any subcontractor, any supplier or any other person and assumes liability for all bodily injury and property damage sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Agreement.
- h. In the event of accidents of any kind (including injuries to the Operator's employees), which involve the general public, and/or private or public property, the Operator shall immediately notify the Village Administrator's Office and shall provide a full accounting of all details of the accident. The Operator shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
- i. The Operator shall provide proof of insurance as required by this section to the Village Administrator, or his designee, prior to commencement of operations under this Agreement. The Operator shall also provide the Village Administrator, or his designee, with any change in insurers' providing insurance required by this section. Copies of the vendors insurance binders shall be kept on the operator's premises and produced for examination and copying at the Villages request.

4. Miscellaneous The descriptive headings of the various sections or parts of this Agreement are for convenience only. They shall not affect the meaning or construction or be used in the interpretation of this Agreement or any of its provisions.

- a. This Agreement shall be construed in accordance with and governed by the laws

of the State of Illinois and both the Village and the Operator agree to submit to the jurisdiction of the courts of Illinois any dispute regarding this Agreement. The exclusive venue for such purposes shall be the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

- b. The Parties have had the opportunity to freely negotiate and cooperate in the drafting and preparation of this Agreement, and in any interpretation or construction of this Agreement or any word, clause or provision herein, the same shall not be construed against any Party on the basis that the Party was the drafter.
- c. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision or portion thereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
- d. This Agreement supersedes all prior agreements and understandings, both written and oral, of the Parties with respect to the subject matter hereof. This Agreement may be modified or amended only with the express written approval of both Parties dated subsequent to the date of this Agreement.
- e. This Agreement is not and shall not be binding upon either Party unless and until executed by both Parties. The Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
- f. Subject to the provisions regarding assignment, this Agreement shall be binding upon, and inure to the benefit of the successors-in-interest of the Parties.
- g. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto and accordingly shall be construed according to the fair meaning of its terms, and not against any Party.
- h. Nothing contained in this Agreement is intended to create, or shall be construed as creating, a partnership, joint venture or any similar relationship between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

VILLAGE OF ROSELLE

POLLYANNA BREWING COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____