



## **AGENDA ITEM # 7**

### **AGENDA ITEM EXECUTIVE SUMMARY Committee of the Whole Meeting February 11, 2019**

**Item Title:** Roselle Lions Club Agreement – Taste of Roselle

**Staff Contact:** Jeffrey D. O'Dell, Village Administrator

#### **COMMITTEE OF THE WHOLE ACTION**

**Consider a staff recommendation for the Village of Roselle to enter into an agreement with the Roselle Lions Club for the planning and hosting of all future Taste of Roselle special events.**

#### **Executive Summary:**

Since last fall, Mayor Maglio and I have been meeting with Roselle Lions Club and Roselle Chamber of Commerce and Industry representatives regarding the planning and organizing of the annual Taste of Roselle event. As you know, volunteers from local businesses, the Lions Club and Chamber of Commerce, other community organizations, and residents of the community have come together each year to assist the Taste of Roselle Commission plan and organize this annual special event. With several volunteers of the Commission retiring or unable to participate last year, Village staff took on a greater role assisting volunteers plan and host the 2018 Taste of Roselle event.

The Roselle Lions Club is desirous of expanding its role in the community by organizing and hosting the Taste of Roselle in the future. While the Roselle Chamber of Commerce has played a large role in past Taste events by operating the Bingo tent and providing volunteers to staff the beverage tent showcasing live entertainment, the Chamber is not interested in the responsibility for organizing and hosting Taste events in the future. Because the Roselle Lions Club already hosts the annual Rose Festival and has experience organizing and operating a large community event, they have the resources necessary to host the Taste of Roselle event too. The Roselle Lions Club is devoted to the community and its needs and has pledged to use proceeds raised from the annual Taste of Roselle events and continue to donate them back to other organizations in the community.

The attached Draft Agreement between the Village of Roselle and Roselle Lions Club outlines a transition process for the Roselle Lions Club to plan and host all future Taste of Roselle events. It serves as a foundation for a continuing cooperative and mutually beneficial working relationship between the Village and Lions Club while providing

specific actions to allow that transition to occur. For example, it stipulates that the Village will disband the Taste of Roselle Commission, close and remove the Taste of Roselle Fund from the Village's budget, transfer any remaining funds to the Roselle Lions Club, and allow for Village staff to assist the Lions Club plan and organize the 2019 Taste of Roselle event by continuing to be responsible for all public relations and vendor application registration and payment activities. The Lions Club will be solely responsible for those public relations and vendor application and payment activities beginning in 2020.

The Agreement also outlines other requirements that the Lions Club will be responsible for, including an obligation to obtain a special event permit from the Village, continued use of the Village's public works and public safety personnel to assist with grounds preparation and public safety at the event, and a procedure for the Lions Club to reimburse the Village for all personnel costs it incurs as a result of assisting with grounds preparation and public safety at the event.

If the Committee of the Whole concurs with staff's recommendation, I will prepare two resolutions for approval at the February 25 Village Board meeting. The first resolution will authorize the Agreement between the Village and Roselle Lions Club while the second resolution will authorize the closure of the Taste of Roselle Fund.

**Implications:**

**Is this item budgeted?** Yes

**Any other implications to be considered?** Once the Agreement is approved by both the Village and Roselle Lions Club, the Village will transfer the remaining \$30,597 from the Taste of Roselle Fund. Per Section 2 of the Agreement, the Roselle Lions Club will guarantee that for five years from the date of transfer of these funds from the Village to the Lions Club, those funds will be exclusively devoted to administrative and overhead costs required for future Tastes of Roselle, and not for any other purposes.

**Attachments:**

Agreement between the Village of Roselle and Roselle Lions Club

# DRAFT

## AGREEMENT BETWEEN THE VILLAGE OF ROSELLE AND THE ROSELLE LIONS CLUB

WHEREAS, in 1986, the Village of Roselle (hereinafter “Village”) created a Taste of Roselle Commission to plan and conduct an annual celebration in the Village of Roselle to be known as the Taste of Roselle; and

WHEREAS, since that time, volunteers from local businesses, the Roselle Chamber of Commerce and Industry, Roselle Lions Club, other community organizations, and residents of the community have selflessly dedicated their time and resources to organize and run an annual Taste of Roselle event; and

WHEREAS, since its inception, the Taste of Roselle Commission has donated over \$325,000 in proceeds from these annual Taste of Roselle events to community organizations such as the Library, Park District, Historical Museum, and Roselle Police and Fire Departments to help fund projects those organizations might not have undertaken without those funds; and

WHEREAS, the Village is very supportive of the purpose of the Roselle Lions Club (hereinafter “RLC”) and its devotion to the Roselle community and its needs; and

WHEREAS, for over 50 years, the RLC has been host to the annual Rose Festival on the first weekend of June, organizing and operating a community special event with live entertainment, a carnival, and food court; and

WHEREAS, the RLC is desirous of expanding its role in the community by organizing and hosting the annual Taste of Roselle event; and

WHEREAS, the Village is desirous of entering into an agreement with the RLC establishing the RLC as an autonomous entity responsible for planning and hosting all future Taste of Roselle events thereby relieving Village staff of its activities related to holding and managing Taste of Roselle funds and planning and organizing the event, while volunteering when necessary to assist with any transition required to ensure no disruption to the event moving forward; and

WHEREAS, this Agreement shall serve as a foundation for a continuing cooperative and mutually beneficial working relationship between the Village and RLC; and

NOW, THEREFORE, based on the following recitations and other good and valuable considerations, which both parties agree are adequate to support this agreement, it is mutually understood and agreed upon by both the Village and RLC the following:

1. The Village will disband the Taste of Roselle Commission by repealing and rescinding Article XVIII, Section 2–311 through 2–313 of Chapter 2 of the Village Code, entitled Taste of Roselle Commission.

2. The Village will remove the Taste of Roselle Fund from its budget and close the Taste of Roselle Fund from its accounts by transferring any remaining funds to the RLC. For a period of five years from the date of the transfer of those funds from the Village to the RLC, the RLC will guarantee that these funds shall be exclusively devoted to administrative and overhead costs required for future Tastes of Roselle, and not for any other purpose.
3. The RLC will be responsible for establishing its own Taste of Roselle email address and telephone number in order to respond to all future Taste of Roselle inquiries. Any inquiries received by the Village will be forwarded to the RLC email address and/or telephone number.
4. The RLC is hereby authorized to use the Roselle Village Hall or another municipal building for meeting space when planning future Taste of Roselle events subject to approval by the Village Administrator.
5. For the 2019 Taste of Roselle event only, the Village will continue to be responsible for all public relations activities, including the issuance of press releases, ensuring festival information is entered into various regional online special event calendars, and creating and updating content for inclusion in its summer issue of the Roselle Reporter, Roselle E-News bulletins, the Taste of Roselle website, and Taste of Roselle Facebook page.
6. The RLC will be authorized to use the Village logo on various RLC public relations documents advertising Taste of Roselle events but only after prior approval of each of these documents by the Village Administrator or his designee.
7. For the 2019 Taste of Roselle event only, the Village will continue: a.) to be responsible for administering and processing all food, craft, and commercial vendor booth application and payment requests and b.) delivering those payments to RLC on a monthly basis.
8. If requested by the RLC, the Village will continue to provide the RLC with personnel to assist with grounds preparation, set-up, take-down, and public safety at future Taste of Roselle events. The RLC shall reimburse the Village on an annual basis for this assistance based on actual out of pocket costs, including overtime, in conformance with the Village's Special Events permitting ordinance.
9. Should severe weather or any other unforeseen circumstance negatively impact revenues derived from vendor fees and/or proceeds from the sale of beer, the Village agrees to meet with the RLC to determine if it will waive a portion of the personnel expenses it incurs as a result of that severe weather or unforeseen circumstance.
10. The RLC will continue to work closely with the Roselle Chamber of Commerce and Industry (hereinafter "Chamber") to ensure the Chamber's active support and planning of future Taste of Roselle events. The Chamber shall continue to have the exclusive rights to: a.) operate a Bingo Tent, and b.) provide volunteers to staff a beverage tent showcasing live musical entertainment at future Taste of Roselle events.

11. The RLC will be responsible for reimbursing the Chamber for a percentage of all beer sale revenues derived from future Taste of Roselle events for its participation and assistance. The RLC and Chamber will be responsible for determining the percentage of revenue shared annually and any other fees the RLC assesses the Chamber for participating in future Taste of Roselle events.
12. The RLC and Chamber will continue to be responsible for obtaining State of Illinois and Village liquor licenses and the required DRAM insurance for each Taste of Roselle event.
13. The Village recognizes the RLC will continue to use a portion of Main Street and adjacent side streets for future Taste of Roselle events. However, the RLC will be responsible for obtaining a special event permit from the Village for all future Taste of Roselle events in accordance with Village code. The special event permit application shall be received by the Village Administrator's office not less than 60 days prior to each year's Taste of Roselle event and the RLC shall be subject to any and all conditions and/or requirements set forth in the permit and Village Code.
14. The RLC shall assume all responsibility for the Tasteofroselle.com domain registration commencing in May, 2020. The Village shall cooperate in facilitating the transfer.

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Andrew J. Maglio , Mayor  
Village of Roselle

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Lynne Legan, President  
Roselle Lions Club