



AGENDA ITEM # 10A

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

February 25, 2019

Item Title: Agreement with Roselle Lions Club

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

VILLAGE BOARD ACTION

Adopt a resolution authorizing an agreement between the Village of Roselle and Roselle Lions Club.

Executive Summary:

Per the direction of the Village Board at its February 11, 2018 Committee of the Whole meeting, please find attached a resolution authorizing an agreement between the Village of Roselle and Roselle Lions Club. The agreement establishes the Roselle Lions Club as the autonomous entity responsible for the planning and hosting of all future Taste of Roselle events.

Since the February 11 Committee of the Whole meeting, the Mayor and Village Administrator have been working closely with representatives from the Roselle Lions Club and Roselle Chamber of Commerce and Industry to ensure both entities collaborate on a formula for reimbursing the Chamber for their continued participation and assistance in the Taste of Roselle event. As noted in Sections 10, 11, and 12 of the agreement, it is the responsibility of the Lions Club and Chamber to determine what percentage of revenues will be shared with the Chamber and who is responsible for various insurance and liquor license fees. The Chamber has provided the Lions Club with its request for reimbursement and it is currently under consideration by the Lions Club.

In the interim, it is important the agreement between the Village and Lions Club be approved as planning for the 2019 Taste of Roselle event must begin in earnest. While the Lions Club will be responsible for planning and hosting the Taste of Roselle, this will be a transition year as the Village will continue to be responsible for all public relations activities and the administering and processing of all food, craft, and commercial vendor booth application and payment requests. The Mayor and Village Administrator will continue to work closely with representatives from the Lions Club and Chamber in an effort to satisfy both parties interests with regards to the Chamber's continued participation in future Taste of Roselle events.

Implications:

Is this item budgeted? N/A

Any other implications to be considered? If the Village Board approves the agreement, I will prepare resolutions for the March 11 meeting authorizing the disbanding of the Taste of Roselle Commission and closure of the Taste of Roselle Fund from the Village's budget. Per the terms of the agreement, the Village will transfer any remaining funds to the Roselle Lions Club. Those funds will be exclusively devoted to administrative and overhead costs required for future Taste of Roselle events.

Attachments:

Resolution

Agreement between Village of Roselle and Roselle Lions Club

RESOLUTION NO. 2019-

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF
ROSELLE AND THE ROSELLE LIONS CLUB**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an agreement with the Roselle Lions Club; and

WHEREAS, this agreement shall serve as a foundation for a continuing cooperative and mutually beneficial working relationship between the Village and the Roselle Lions Club establishing the Roselle Lions Club as the autonomous entity responsible for planning and hosting all future Taste of Roselle events; and

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain agreement between the Roselle Lions Club and the Village of Roselle, which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this ____th day of February, 2019

AYES:

NAYS:

ABSTAIN:

ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

**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 the 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.

Andrew J. Maglio , Mayor
Village of Roselle

Lynne Legan, President
Roselle Lions Club