

**A RESOLUTION APPROVING AN AGREEMENT WITH THE WILD FOOD AND HERB  
MARKET**

**Draft Resolution No. 99/2012-13**

WHEREAS, Jenny Schnaak and Josh Lev, Co-Founders of the Wild Food and Herb Market approached the Board of Aldermen to use and waive the fees on the Town Commons; and

WHEREAS, this unique Wild Food and Herb Market will compliment and educate the community; and

WHEREAS, the Wild Food and Herb Market will operate under the guidelines set forth in the agreement; and

WHEREAS, the market will not operate nor interfere in the set up for Town events held on the first Sunday of the month when the following events are held: May (Carrboro Day), and July 4<sup>th</sup> and

NOW THEREFORE BE IT RESOLVED that the Board of Aldermen approves the draft agreement and it shall be effective upon signatures from the Town Manager and Wild Food and Herb Market representative.



NORTH CAROLINA  
ORANGE COUNTY

### AGREEMENT WITH THE TOWN OF CARRBORO

THIS AGREEMENT is made and entered into by and between the Town of Carrboro (hereinafter "the Town") and Wild Food and Herb Market hereinafter, "the Attendant") and, that for the first year of the market which is March 10<sup>th</sup> through November 3<sup>rd</sup> all Town Common rental fees associated with it will be waived.

The Town has a structure that can provide shelter for the operation of a market, as well as for other public uses and events, that is located on Main Street on land owned by the Town for this purpose and;

The Attendant is an organization with substantial experience in organizing, advertising, and operating a market designed to provide an opportunity for vendors to educate and sell Wild Food and herb products directly to consumers, to the benefit of both;

Now, in consideration of the premises and the mutual promises contained herein, the parties to this agreement hereby agree as follows:

1. The Attendant shall operate and manage a Wild Food and herb market on the following dates: March 10, April 7, May 12, June 2, July 7, August 4, September 1, October 6 and November 3. The market will be open from 1:00 p.m. until 4:00 pm. The market may begin setting up at 11: 30 a.m. and will be off the site by 5:00 p.m. The market will not operate on nor interfere in the set up of the town events of Carrboro Day and July 4<sup>th</sup>.
2. The parties agree that, except for those times that the market is operated by the Attendant as per this agreement, the Town may use the site for other activities. The Town will inform the Attendant, with reasonable notice, of any potential conflicts with the use of the facilities, so that the Attendant may be able to respond and accommodate any requests that may infringe upon regular market activities.
3. The Town recognizes and expects that Attendant will perform its obligation under this agreement by acting through one or more persons. The Attendant shall keep the town informed of the names, addresses, and telephone numbers of the persons it retains, appoints, or employs to act on its behalf.
4. The Attendant shall be responsible for all aspects of the operation of the market, including without limitation advertising, promotion, collection of fees, and enforcement of the operating rules and regulations. Market publicity shall indicate that vendors may sell Wild Foods and herbs.
5. As compensation for the exercise of its responsibilities under this agreement, the Attendant shall be allowed to keep all fees paid by the vendors.
6. The Wild Food and Herbs Market shall operate under the following rules and regulations which may be modified or supplemented from time to time by the mutual agreement of the parties:
  - a. The market will be available to vendors selling Wild Food and herbs.  
By way of illustration, without limitation, the following products may be sold:
    1. **Raw or minimally processed wild crafted products:**
      - Raw Vegetables
      - Raw fruits

Nuts & seeds  
Mushrooms  
Eggs  
Honey  
Herbs (fresh, dried, etc)  
Bedding Plants  
Landscape Plants  
Cut flowers  
Herbal body products such as lotions, salves, etc.

**2. Processed Foods that require a NCDA (North Carolina Department of Agriculture) kitchen inspection:**

Baked goods  
Jams,  
Jellies,  
Preserves  
Vinegars  
Sauces & Syrups  
Spreads  
Juices & Tea

- b. Vendors who sell in the market may have assistants or employees helping them. However, for each space rented in the market there must be in attendance at least one person who has had substantial personal, "hands on" involvement in all phases of the production of the items sold.
  - c. Each vendor shall be responsible for cleaning up the area surrounding such vendor's vehicle.
  - d. All food items sold must comply with state and local health regulations. The Wild Food and Herb Market must provide general liability insurance with a minimum limit of \$1 million general liability coverage endorsed to name the Town as an additional insured and provide a certificate for documentation. No water or ice that comes into contact with meat or fish may be deposited or allowed to drain onto the market premises. No animals may be sold or given away at the Market.
  - e. Vendors shall be required to post the prices of all items sold in a fashion easily legible to prospective purchasers.
  - f. Vendors shall be charged a space rental fee, which shall be established by the Attendant. All vendors shall be charged a fee based upon the same criteria (whether that is a uniform fee per space or a percentage of sales). The Attendant shall collect these fees.
7. The Attendant shall have the authority to operate the market and enforce the policies including the authority to ask vendors to leave who refuse to abide by these policies. The Attendant shall administer and enforce these policies fairly and equitably and shall establish its own procedures to resolve disputes concerning the interpretation of any of the foregoing policies. However, nothing contained herein is intended to curtail or abridge in any way the right of any person to bring to the attention of the Carrboro Board of Aldermen any market policy or any interpretation of such policy or other decision by the Attendant, with which such person disagrees.
8. The Town shall use its best efforts under the law to ensure that the market site is kept free of parked vehicles not belonging to vendors on Sunday mornings.

9. Within sixty days after the close of each market season, the Attendant shall furnish the Town with a written treasurer's report on the operation of the Wild Food and Herb Market for the previous season. This report shall include, among other pertinent information, a statement of the gross receipts of the market, and the expenditures made by the Attendant with regard to the market for such matters as publicity and the employment of market managers.
10. Subject to the remaining provisions of this paragraph, this agreement shall be effective March 10<sup>th</sup> through November 3<sup>rd</sup> 2013. This agreement may be modified from time to time by mutual consent of the parties and may be terminated by either party upon 30 days written notice to the other party sent by certified mail.
11. Guidelines for the use of the Town Commons have been approved by the Board of Aldermen and are attached hereto.

THIS AGREEMENT is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

TOWN OF CARRBORO

WILD FOOD AND HERBS MARKET

BY: \_\_\_\_\_

BY: \_\_\_\_\_



<b>ADMINISTRATIVE POLICY</b>				
<b>TOWN OF CARRBORO</b>				
<b>NORTH CAROLINA</b>				
DEPARTMENT	NUMBER	REVISION	EFFECTIVE DATE	PAGE OF
Administration	420-19	2	07/01/05	1 4
SUBJECT	PREPARED BY		APPROVED BY	
Use of Town Commons			Town Manager	

## **1.0 PURPOSE**

To establish a procedure to govern the usage of the Town Commons.

## **2.0 GUIDELINES**

The Town Commons is operated by the Recreation and Parks Department as a public facility to serve the citizens of Carrboro and Orange County. The intent of this facility is to provide a community meeting place for recreation activities, community events and markets, but only to the extent that such activities and events can be held during times that do not interfere with the normal operation of Town Hall and under circumstances (in time of frequency of use and manner of operation) that do not impose an unreasonable burden upon adjoining businesses and neighborhoods.

## **3.0 ORGANIZATIONS AFFECTED**

All departments and external users of the Town Commons.

## **4.0 REFERENCES**

Chapter 14 of the Carrboro Town Code.

## **5.0 DEFINITIONS**

Town Commons - Parcel of land owned by the Town of Carrboro lying adjacent to the Carrboro Town Hall, bounded on the west by Bim Street, on the north by the Town Hall parking lot, on the east by Laurel Street and on the south by private property.

Town Sponsored Event- The Town Manager or designee shall determine whether any event is a town-sponsored event, considering all relevant factors related to the town's participation in or control over the event. However, the presence of one or more of the following factors shall generally lead to a determination that an event is town-sponsored:

- The Town expends town funds for the planning and/or staging of the event, or
- The Town anticipates receiving revenue from the staging of the event, or
- The Town makes a substantial in-kind contribution toward the planning and/or staging of the event, or
- The Town exercises substantial managerial control over the planning and/or

staging of the event  
Fourth of July Celebration and other events conducted by the Recreation and Parks Department or other town departments fall into this category.

Town Commons Reservation – an individual, group or business reserves the area for a certain day and time and pays the applicable fees.

Gathering or Assembly - See 5(F).

## **6.0 REFERENCES**

Chapter 14 of the Carrboro Town Code.

## **7.0 USE OF TOWN COMMONS**

- A. Use of the Town Commons shall be subject to the provisions of Chapter 14 Town Code. Among other relevant provisions Section 14-20 restricts commercial activity.
- B. The Town Commons shall be open for use from 9:00 am. - sundown every day, except as otherwise provided herein.
- C. The Town Manager or designee may determine that it is necessary to keep persons temporarily off the lawn area of the Town Commons for the purpose of maintaining, improving, or preventing damage to the same.
- D. The Town Manager may enter into an agreement allowing a private person or group to reserve the Town Commons every Saturday from the second to last Saturday in March until approximately the third Saturday in December open from 7:00 am to 12:00 noon. The market may begin setting up at 5:30 am and will be off site by 1:00 pm. Additionally, the Wednesday market will operate from 5:00 to 7:00 pm. The market will begin set-up at 4:00 pm and will be off site by 8:00 pm. This market will not operate on July 4<sup>th</sup> or October 31<sup>st</sup> nor interfere in the set-up of Town events. The Craft Market will take place on the second and fourth Sundays of April through December. The market will also take place on the third Sunday of December. The market will operate from 1:00 to 5:00 pm. Among other provisions, any such agreement shall provide:
  - That a market manager may be provided by the applicant in lieu of a facility supervisor employed by the Town.
  - That the applicant shall carry sufficient liability insurance and list the Town as an additional insured. Insurance is needed if the event includes major physical activity and moderate/severe exposure to participants; expected attendance of over 500; large amounts of cash (\$1000+) or quantities of merchandise will be brought onto Town Property; and food will be served, sold and/or given to the general public. If the reservation requires insurance, the event sponsor must sign the reservation contract to hold harmless, defend and indemnify the Town of Carrboro, provide general liability insurance with a minimum limit of \$1 million general liability coverage endorsed to name the Town as an additional insured and provide a certificate for documentation.
  - That either party can withdraw from the arrangement upon 30 days notice.



- That no activity of the applicant may conflict with a town—sponsored event, and any such event shall have precedence over use of the Town Commons by the applicant.
  - That the applicant agrees to all other guidelines and ordinances applicable to use of the Town Commons.
  - That the Town is not obligated to renew any reservation under this paragraph in future years.
- E. The Farmers’ Market will be permitted when conditions allow parking on the lawn with light weight vehicles adjacent to the gravel path that arcs across the lawn from one structure to the other. These vehicles will not be permitted on the lawn when conditions are such that a tire imprint of a half inch or greater will occur. The Farmers’ Market Manager will determine the suitability of parking on the lawn for the market. Any damages to the Town Commons ground resulting from this parking will be corrected at the market’s expense. The Town Manager or his designee will determine suitability for other events.
- F. Electronic amplification of sound shall be allowed only if and to the extent reasonably necessary to reach or communicate a message to the target audience within the boundaries of the Town Commons. In other words, electronically amplified sound shall be directed, and the volume controlled, such that the audience within the Town Commons can be reached without creating a disturbance beyond the boundaries of the Town Commons.
- G. No reservation shall be required for spontaneous *gatherings*. If however, an individual or group would like to ensure the exclusive use of The Town Commons for activities or events, a reservation is recommended.

## **8.0 PAYMENT OF FEES**

- A. The Town Commons or any portion thereof may be reserved on a first come first served basis by any person or organization who resides or any organization that has a place of business in Orange County. Individuals must come to the Recreation and Parks Administrative office to reserve the Town Commons, sign the form and pay fees. A rental contract will be given after completing the reservation process including guidelines for use.
- B. Whenever the Town Commons is reserved, the applicant shall pay
- \$100 for 0-4 hours
  - \$150 for 4 or more hours

Town Commons may be reserved for free if town staff does not work during the event, no public access to Town Hall bathrooms, no money is exchanged during the event, no electricity used, the event is open to the public, reservations limited to no more than once per month by any one group and subject to insurance guidelines.

Renters may voluntarily opt to pay a \$50.00 fee in addition to the reservation fee for cleaning prior to rental. This service is subject to a ten day advance request and staff availability.

An additional fee of \$25 is charged if the event is approved to sell goods and services.

- C. Recreation and Parks staff may require the organizers of events expected to draw more than 100 vehicles to the area of the Town Commons to provide parking attendants to protect adjoining properties from improper parking.
- D. The person or organization reserving the facility shall be responsible for cleaning it prior to leaving the premises. All trash must be placed in the dumpster. Failure to clean the site, parking areas and adjacent streets will result in the Town charging the responsible person or organization for the direct cost of cleaning the site.
- E. The person or organization reserving the facility may request, and the Town may provide at the requesting party's expense, off duty police officers to assist in crowd and traffic control.

## **9.0 CANCELLATIONS AND REFUNDS**

- A. The applicant must notify the Recreation and Parks office immediately if a cancellation is needed.
- B. A full refund is given if weather prohibits the event and the organizer does wish to reschedule. The applicant must notify the office the next business day if a refund or transfer day is needed.
- C. Cancellation requests received more than three (3) days prior to the event date - a refund less a \$5.00 administrative fee or full credit or transfer reservation.
- D. Cancellation requests received within the three (3) day window prior to the reservation - a 50% refund less a \$5.00 administrative fee or full credit or transfer reservation.