

**VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY**

INITIATED: Village Manager **DATE:** June 19, 2001
(Name)

RECOMMENDATION FROM: N/A **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt "A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE INDIAN BOUNDARY YMCA TO JOINTLY CONDUCT THE 2001 DOWNERS GROVE FARMERS' MARKET", as presented.

03

SUMMARY OF ITEM:

This resolution will approve the 2001 Farmers' Market agreement between the Village and the Indian Boundary YMCA.

RECORD OF ACTION TAKEN:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN
AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND THE INDIAN BOUNDARY YMCA TO
JOINTLY CONDUCT THE 2001 DOWNERS GROVE FARMERS' MARKET**

BE IT RESOLVED by the Village Council of the Village of Downers Grove as follows:

1. That the form and substance of a proposed Agreement (the "Agreement") between the Village of Downers Grove (the "Village") and the Indian Boundary YMCA of the YMCA of Metropolitan Chicago, (the "YMCA"), providing for the joint sponsorship of the 2001 Downers Grove Farmers' Market, and other matters related thereto, as set forth in the form of the Agreement submitted to this meeting with recommendation of the Village Manager, is hereby approved.

2. That the Mayor 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.

3. That 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resolutions or parts of resolutions in conflict with this resolution or with any provision of the Agreement are hereby repealed.

5. That this resolution shall be in full force and effect from and after its passage in the manner provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

**AN AGREEMENT BETWEEN THE VILLAGE OF
DOWNERS GROVE AND THE INDIAN BOUNDARY YMCA TO
JOINTLY CONDUCT THE 2001 DOWNERS GROVE FARMERS' MARKET**

THIS AGREEMENT, made and entered into this ____ day of _____, 2001, between the Village of Downers Grove (the "Village"), a municipal corporation and the Indian Boundary YMCA of the YMCA of Metropolitan Chicago, (the "YMCA"),

WITNESSETH

In consideration of the foregoing recital and of the covenants and conditions contained herein, the parties hereby agree as follows:

1. RIGHTS AND OBLIGATIONS OF THE YMCA

a. The YMCA shall co-sponsor, organize, and conduct the 2001 Downers Grove Farmers' Market beginning Saturday, July 7, and running for fifteen (15) consecutive Saturdays including Saturday, October 13. This agreement in no way guarantees the YMCA joint participation in the Farmers' Market for future years.

b. The YMCA shall comply with the Village's "Rules of the Downers Grove Farmers' Market" attached to and made a part of this agreement. Any changes to the rules must be approved by both parties.

c. At least one representative of the YMCA shall be in attendance at all times during the Downers Grove Farmers' Market activities.

d. The YMCA shall implement the "Rules of the Downers Grove Farmers' Market" including the processing of applications from market vendors and collection of the appropriate space reservation fee. A copy of these Rules is attached hereto as Exhibit A and made a part hereof. The YMCA shall retain all space reservation fees collected.

e. The YMCA shall be responsible for picking up debris and otherwise cleaning the Farmers' Market area after each day of activity.

f. The YMCA shall purchase an occurrence based liability insurance policy with limits of not less than \$1,000,000.00 per occurrence naming the Village, its officers, agents, and employees as additional insureds to cover any personal injury or property damage claim, suit, action, or

liability whatsoever arising out of the Downers Grove Farmers' Market. Thirty (30) days prior to the first scheduled day of the Farmers' Market, the YMCA shall provide the Village with proof of insurance as set forth above, which shall remain in full force for the term of this agreement and may not be canceled except upon thirty (30) days written notice to the Village.

g. The YMCA shall keep the Village informed of any problems, accidents, or other critical information concerning the activities of the Farmers' Market.

h. In November, 2001, the YMCA shall submit to the Village a Farmers' Market Annual Report including a statement of all revenues and expenditures associated with the 2001 Downers Grove Farmers' Market.

i. The YMCA may provide, at its option, music during the Farmers Market. No charge shall be assessed by the YMCA for this music.

j. The YMCA may sell or cause to be sold limited food items as follows: coffee, canned soda, individually packaged juices, baked goods and crepes, subject to all applicable requirements of the DuPage County Health Department.

k. The YMCA may sell reusable, nylon shopping bags to reduce usage of plastic bags.

l. The YMCA will be responsible for all costs associated with the upkeep and replacement of the six (6) Farmers Market directional signs which the Village places and removes from the public rights-of-way.

2. RIGHTS AND OBLIGATIONS OF THE VILLAGE

a. The Village shall co-sponsor the 2001 Downers Grove Farmers' Market beginning Saturday, July 7, and running for fifteen (15) consecutive Saturdays including Saturday, October 13.

b. The Village shall place and remove the Farmers' Market directional signs on the public rights-of-way in the Village.

c. The Village shall make available the Village Hall Parking Lot or Parking Lot B on the days the Farmers' Market is scheduled, subject to construction conditions.

d. The Village reserves the right to restrict or prohibit any behavior that the Village deems to be objectionable, in conflict with the nature of the Farmers' Market, or threatens the public health, safety, or welfare. Nothing herein shall require the Village to take any action nor create any liability for failure to act.

3. **INDEMNIFICATION**

To the fullest extent permitted by law, the YMCA shall indemnify the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the YMCA, its employees, or its agents. The YMCA 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. If any final and unappealable judgment shall be rendered against the Village in any such action, the YMCA shall, at its own expense, satisfy and discharge the same.

4. **ASSIGNMENT OF RIGHTS**

The YMCA's interests, rights, obligations and responsibilities under this contract may not be transferred or assigned without the prior written consent of the Village.

5. **CANCELLATION OR SUSPENSION OF THE FARMERS' MARKET**

This agreement may be canceled by the YMCA or the Village by providing thirty (30) day written notice to the other party.

The Downers Grove Farmers' Market may be canceled or suspended by the Village without notice in the event of threat to the public health, safety, or welfare, as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The Village shall not be liable to the YMCA for any losses incurred by such a cancellation or suspension.

6. **GOVERNED BY ILLINOIS LAW**

Illinois law shall govern the performance and interpretation of this agreement.

7. **ILLEGAL OR UNENFORCEABLE PROVISION OF THE CONTRACT**

In the event that any provision, term or part of this contract shall be determined by any court of

competent jurisdiction to be illegal or unenforceable for any reason whatsoever, the remaining portions of this contract shall remain valid and enforceable between the parties in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed as of the date first written above.

INDIAN BOUNDARY YMCA OF THE YMCA
OF METROPOLITAN CHICAGO

BY: _____
(Title)

ATTEST:

(Corporate Secretary)

VILLAGE OF DOWNERS GROVE

BY: _____
Mayor

ATTEST:

Village Clerk

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EXHIBIT A
RULES OF DOWNERS GROVE
2001 FARMERS MARKET

1. WHO MAY SELL

Any person offering for sale goods normally considered the products of agriculture, with the exception of maple sugars which may be sold after conversion to syrup, bread which is made from organically grown grains, cheese, spice blends, ice cream products, and jams and jelly, may participate in the Downers Grove Farmers Market. (Such persons shall be referred to hereafter as "Producer"). **These goods must be raised or prepared by the Producer** except producers will be allowed to provide 20% of their total product available, through a Farm Cooperative Agreement until such time those items become available locally in: Illinois, Wisconsin, Michigan, and Indiana. Once they are available in these states, market vendors can only sell items they produce. A Farm Cooperative is defined as an enterprise that is collectively owned and operated for mutual benefit. Proof of affiliation with a Farm cooperative is required. Only members of the producers immediate family, or persons in his/her employ may sell at the market. In the event of questions, regarding items provided through a Farm Cooperative Agreement or those provided by the Producer, receipts for seeds and or plants may be required by the Market Master.

2. WHAT MAY BE SOLD

Articles such as fruits, vegetables, edible grains, nuts, berries, apiary products, spice blends, maple sugars and syrups. Processed products such as bread made from organically grown grains, cheese, ice cream products, and jams and jelly, provided that the vendor complies with all requirements of the Du Page County Health Department. Vendors selling processed foods must present written confirmation to the Farmers Market Chairperson, from the Du Page County Health Department, stating that they have met all requirements before selling any processed food item.

Questions regarding these requirements may be directed to:

Ms. Patty Dosek
Du Page County Health Department
422 N. Cass Avenue
Westmont, IL 60559.
Phone: (630) 969-7030.

Nonedible articles such as cut flowers, potted flowers, perennial plants, or bulbs. Garden-related craft items such as flower pots, trellises, or other items that complement the non-edible farm products will be allowed on a limited basis. Please note that the Market Master will determine if a particular item is, or is not, eligible to be classified as a garden-related craft item, and if the item is appropriate for sale at the market. The criteria for this judgment will be the degree to

which the garden-related craft item(s) complements the existing non-edible farm products. No other craft items will be allowed.

3. WHAT CANNOT BE SOLD

Any type of meat, fish, poultry, eggs, or any article defined inappropriate by the Market Master.

4. WHERE

The market will be held in Parking Lot B, located on the north side of Burlington Avenue, just east of the Main Street Railroad Station. Public restrooms will be available in the Downers Grove Police Department building or the Main Street Railroad Station.

5. WHEN

The market will be held every Saturday from July 7, 2001 until October 13, 2001. The hours will be from 7:00 a.m. until 12:30 p.m. Vendors must be in place and no vehicular traffic will be allowed in or out during the selling hours, for safety consideration. Vendors are required to be out of the Village Lots by 1:00 p.m. each Saturday.

6. HOW SPACE IS RESERVED

The market operates on a "PAY BY THE DAY" policy. All interested participants must complete an application form and be approved by the Indian Boundary YMCA. Applications may be obtained by calling the Indian Boundary YMCA at (630) 968-8400.

Upon receipt of the completed application form and all necessary attachments, the Indian Boundary YMCA will determine if the applicant meets the requirements as a producer. After review of the application, notification of acceptance or rejection will be forwarded to the producer.

A market space consists of one (1) automobile parking space (9' x 10'). Market space will be rented on a daily fee basis only and producers may rent a minimum of one (1) space and a maximum of five (5) spaces. The daily fee is \$12.00 per market space.

The "PAY BY THE DAY" policy will be administered as follows:

- a. Producers fees will be collected by the Market Master on each day of the Market.

b. Rain-outs. If fees for space have been paid, and it rains on the market day so that all producers leave the market with less than two (2) hours of sale time, paid fees will be automatically applied to the next week's market.

c. All market spaces will be preassigned by the Indian Boundary YMCA's Farmers Market Chairperson.

7. HOW MERCHANDISE MAY BE DISPLAYED

Products may be sold from the vehicles in which they are transported, or from tables or stands supplied by the seller. Any protection from the weather must also be supplied by the seller. In the case of severely inclement weather, protection is available at the adjacent railroad station.

The Illinois State Sales Tax Number must be displayed prominently in any market stall from which goods are being sold. Application for a State of Illinois Sales Tax Number may be obtained by contacting the Illinois Department of Revenue at (312) 814-5258.

8. CLEANLINESS

Delivery trucks and any other equipment used for transportation or display shall be kept clean at all times. No unwholesome or spoiled articles may be offered for sale. Prior to leaving the market, sellers must remove all waste and refuse from their market space.

9. HOW GOODS MAY BE SOLD

Products sold by weight must comply with the standards for weights and measures of the State of Illinois. All scales must be supplied by the sellers and display a current State of Illinois inspection sticker.

Arrangements for inspections of scales can be made by contacting:
Illinois Department of Agriculture
Weights and Measures Section
P.O. Box 19281
Springfield, IL 62794-9281
Telephone 1-800-582-0468

To avoid this complication, it is suggested that goods be sold by the bunch or dozen, or some unit other than weight. Any products which are packaged and or labeled must meet state standards for packaging and labeling.

10. ENFORCEMENT OF RULES

The Farmers Market Chairperson shall be empowered to enforce the rules of the market. Any seller who is found to be in violation of the rules shall be notified of this violation in writing. If a second violation takes place, the seller shall be excluded from the market for the remainder of the year. A seller who has been penalized may appeal the decision of the Chairperson in writing to the Executive Director of the Indian Boundary YMCA.