

**MOUNTAIN BROOK CITY COUNCIL
PRE-MEETING AGENDA**

**PRE-COUNCIL ROOM (A-106) CITY HALL
56 CHURCH STREET
MOUNTAIN BROOK, AL 35213
APRIL 14, 2014 – 6:30 P.M.**

1. Farmer's Market on Vine Street – Laura Powell of Urban Cookhouse. (See attached information. This item may be added to the formal agenda.)
2. Hours for evening construction and yard work – Mayor Oden. (See attached information.)

City of Mountain Brook
EVENT PERMIT APPLICATION
FOR EVENT, PARADE, PROCESSION, OR OTHER ASSEMBLY
(Applications submitted less than 30 days prior to the event may not be approved.)

Date: 04/07/2014 Individual or organization: Urban Cookhouse

Contact Information:

(a) Name: Laura Powell (b) Title: Director of Corporate Development/Farmers Market Supervisor

(c) Address: 16 Office Park Circle Suite 10A, Birmingham, AL 35223

(d) Tel. No. (502)-299-5679 (e) Cell No. (502)-299-5679

(g) Email address: laura@urbancookhouse.com f) Fax No. (205)-802-8779

Describe the type, nature, character and purpose of the event (list all activities): Urban Cookhouse Farmers Markets were established in 2010 in response to a growing need to support small family farms. In response to our motto, "Buy Local, Eat Urban," UC desires to provide a connection between these farmers and the local community. We currently manage two farmers markets, one in downtown Homewood (Soho Lot) and another at The Summit Shopping Center. All of our vendors are local, from a rough geographic range of about 85 miles. It's an absolute joy to serve these farmers and vendors, and UC's goal is to pull in the community to join us in this support. Activities include setting up tents (in uniform) for market vendors, as well as kid's activities such as face painting, corn hole, etc.

Give the inclusive date(s)/time(s) of the event: The markets will run for 10 weeks on Wednesday evenings from 4-8pm after school lets out. June 4 - Aug 6.

Give the number and composition of the event:	<u>Component</u>	<u>Number</u>
People (riding/walking)	<u>people walking to markets estimate 50-70 per hour of event</u>	
Motor Vehicles	<u>cars of vendors and customers estimate 20-40</u>	
Floats	<u>possible moonwalk</u>	<u>1</u>
Animals	<u>0</u>	<u>0</u>
Other	<u>0</u>	<u>0</u>

Identify the place, area, locality, and/or route of the assembly: Vine Street. See map attached.

Will it be necessary to block any street or sidewalk during the course of the assembly/event?

If so, explain. The police will mark off spots with cones on Wednesday mornings (noon at the latest) starting June 4. This way we can secure parking spots for the market. Cars will still be able to drive through street until 3pm. The market will be torn down by 8:30pm.

Will alcoholic beverages be sold and/or served? If so, explain circumstances. No.

Will money be solicited? If so, explain circumstances? Each farmer/vendor will charge for their product.

Will signs, placards, banners, flags or cards be displayed? Yes, we will have 11x18 posters to distribute to local stores in the Crestline area to advertise the event. Urban Cookhouse will have a lot of marketing material in our stores to market the event as well. Urban Cookhouse will have a banner at hub tent titled, "Crestline Farmers Market." We also will have A-signs on each side of road to direct traffic/customers // tell them where market is taking place.

List all vendors who will be supplying food, drink(s), games, booths, etc:

Example vendors:

Harvest Farm

Operated by Trent Boyd, a 5th generation farmer from Fairview, Alabama. They grow a variety of produce including 10 varieties of heirloom tomatoes, strawberries, figs, corn, field peas, squash, beans, blueberries, and blackberries. All of their products are produced as naturally as possible.

The "Peach Man"

The Peach Man, Kenneth Easterling, is well known in Homewood and has been selling his harvests from the back of his pickup truck on 18th Street for years. He joins our market during peach season, selling 12 unique varieties of Chilton County peaches!

Owl's Hollow

Owl's Hollow Hydroponic Farm was established in May 2001 and is operated by Rod Palmer. Their products are grown floating in water, which contains all of the nutrients they need. Leaving the roots on allows the vegetables to stay fresh in storage and keep their crisp flavor longer.

Hamm Farm
From Cullman County, Dwight Hamm will have a large display of exotic peppers and other seasonal produce.

Smitherman Farm

Local farmer Josh Smitherman will be selling fresh produce at the market. You don't want to miss his delicious fruits and vegetables.

****Additionally, UC will have an Oversight Committee: Julie will head this, as she is top representative of Crestline merchants. Their job is to approve Farmers Market vendors so there are no competing vendors with Crestline merchant**

Applicant Signature: Laura Powell (e-signature)

Telephone Number: (502)-299-5679

Approved this _____ day of _____, 20__

Lawrence T. Oden, Mayor

or

Sam S. Gaston, City Manager

Police Department Remarks

See attached memorandum from W. Clark

Signed: _____

W. Clark

Date: _____

4-10-14

Revenue Department Remarks:

Signed: _____

Date: _____

The approved application serves as the permit.

If you have any questions, please contact Doris Kenny at 802-3800 or kennyd@mtnbrook.org.

Memorandum

To: Sam Gaston
From: Lt. C. Clark
Date: 04/10/2014
Re: Vine Street Farmers Market

The following are remarks concerning the event permit for the Farmer's Market to be held on Vine Street:

- 1) In order to insure the parking spaces are not occupied, officers will block them off overnight the night before the event.
- 2) The map included with the permit shows a barricade in front of the Board of Ed. I see no problem with this. However, the use of the Board of Education parking lot, which is private property, to route traffic through, would have to be authorized by the Board of Education. Because Vine Street is one way until 4 pm, this would need to be worked out otherwise traffic coming from Jackson Blvd would have no way to get out.
- 3) A second set of barricades would need to be placed in front of 52 Vine Street (the first structure north of the gravel parking lot) in such a way as to allow access to this building.
- 4) I recommend that detour signs be placed directing traffic through the alley ways.
- 5) Because the road will be blocked, an officer will need to be hired and present during the times the road will be closed. I believe One officer would be sufficient, but if experience dictates the necessity of two, that would need to be done.
- 6) Use of the field would need to be coordinated with the authority responsible for it.

Crestline Village Farmers Market

Wednesday 4PM-8PM



Farmers Market Dates: June 4 - Aug 6

**Police Block Off Vine St. Parking Spots - 8AM
Farmers Market Setup Block Off Traffic - 3PM**



Urban Cookhouse Farmers Markets were established in 2010 in response to a growing need to support small family farms. In response to our motto, “Buy Local, Eat Urban,” UC desires to provide a connection between these farmers and the local community. We currently manage two farmers markets, one in downtown Homewood (Soho Lot) and another at The Summit Shopping Center. All of our vendors are local, from a rough geographic range of about 85 miles. It’s an absolute joy to serve these farmers and vendors, and UC’s goal is to pull in the community to join us in this support.

Where: Vine Street (See Map Attached)

When: The markets will run for 10 weeks on Wednesday evenings from 4-8pm after school lets out. June 4 - Aug 6

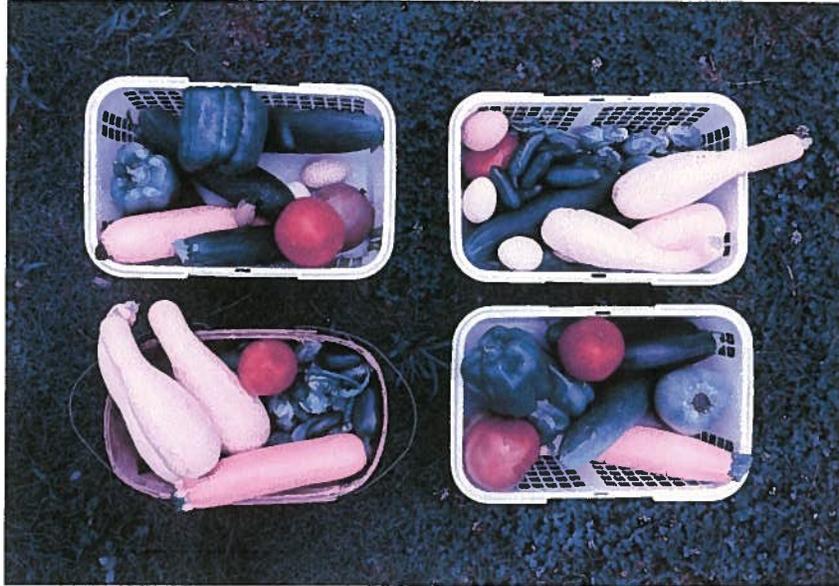
- Best coordinates with our other markets in Summit and Homewood, as well as the Crestline library
- Library closes at 6pm on Wednesday nights. We will have their lot for additional parking for market customers from 6-8pm

Who manages: Urban Cookhouse will fully manage the markets. Tim Hughes with Game Day Done Right provides all of our tents so the layout is very professional looking. <http://www.gamedaydoneright.com>

Who comes: A variety of local growers and vendors. We will not bring anyone into the market that has a competing good with a Crestline merchant. We will also have kid's activities such as corn hole, face painting, etc. There will also be a booth hosted by Mountain Brook Commerce where retailers in the community can come out and represent their business. Cooking Demos will also take place for Crestline restaurants.

Oversight Committee: Julie will head this, as she is top representative of Crestline merchants. Their job is to approve Farmers Market vendors so there are no competing vendors with Crestline merchants.

Police/Road block: The police will mark off spots with cones on Wednesday mornings (noon at the latest) starting June 4. This way we can secure parking spots for the market. Cars will still be able to drive through Vine Street up until 3pm. The road will be cleared by 8:30pm.









The Crestline Farmers Market

RULES AND GUIDELINES

2014

INTRODUCTION

The Crestline Farmers Market has the goal to provide fresh foods and products, and direct marketing of farm products to the people of the local community and its surrounding areas. The following rules and guidelines are designed to make it as easy as possible for local producers to sell their products directly to the general public.

- The Market Manager will be Alyssa Taul, email: ataul@uab.edu, phone # 205-914-0885. The Market Manager's responsibilities include but are not limited to recruitment and retention of vendors and presenters, communication with the Mountain Brook Chamber of Commerce on all issues pertaining to the market, and marketing/promotion. The Market Manager will also act as a point of contact on market days for any questions that may arise. Market Manager will work alongside Gameday Done Right in tent set-up and break down.

LOCATION

The Crestline Farmers Market will be located on Dan Watkins Road near Urban Cookhouse at 212 Country Club Park, 35213.

THE SELLING SEASON

The Market will be open each Wednesday evening for retail sales from June 4th and run through August 6th.

PERMITS AND FEES

A growers' permit must be completed before selling at the market. Permits are available at no charge from the County Extension Office. The purpose of the certificate is to ensure that the products sold originate with producer, his or her family, employees or partners. This allows the producer and the customer to be exempt from state and local taxes for goods sold. Any fees collected by the market are for the express purpose of tent and equipment rental.

- **If you are a grower, a copy of your permit must returned to Alyssa Taul either by mail, fax or email prior to participating in the market**
- All non-growers will be required to pay State of Alabama, City of Mountain Brook, and Jefferson County Sales tax on goods sold at market. All necessary licenses and fee are the responsibility of the vendor.
- All vendors selling processed food items are required to abide by all rules set forth by the Alabama Farmers Market Authority's and the Alabama Department of Public Health. The Market Manager will follow these rules and advise vendor prior to selling at market of any necessary food labeling guidelines and/or health department permit requirements.

SPACE ASSIGNMENTS AND RESERVATION POLICIES

1. Vendors will be licensed to sell from only one space as assigned by the Market Manager, unless an additional space has been approved and payment received. Displays must be confined to the assigned space. If a vehicle or display is obstructing pedestrian traffic, or judged to be a safety hazard, it must be moved.

2. Vendors' fee structure is as follows:

- Single space full season rental: \$300 per season (\$30/day) for a 10x10 tent and one 6-foot table (to qualify for discounted rate, vendor must prepay for season in its entirety by June 4th)
- Single space per day rental: \$35 per day for a 10x10 tent and one 6-foot table.

Additional tables are permitted to be brought by the vendor. Vendor is also responsible for providing his/her own trash receptacle and for removal of trash at the end of each market day.

3. If you are renting space per day and not per season, the farmer/vendor must provide notification to Market Manager, Alyssa Taul, by Tuesday prior to the market at 5 p.m. to reserve a space at the market.

4. Payment for space is made payable to Gameday Done Right each market day.

6. The market manager designates the vending location for all producers with or without vehicles and if the market manager judges it necessary, may require a producer to relocate.

REGULATIONS

1. **Only producers may sell at the market.** A producer is defined as the person that grows or makes the product and may also include the producer's immediate family, partners, employees, or local cooperatives upon prior review. A partnership, for the purpose of this document, is defined as two or more individuals engaged together in the joint production of agricultural products. Any complaints filed with the Market Manager concerning production regulations will be investigated by the State of Alabama Farmers Market Authority. Should a complaint be found valid, it may result in expulsion from the market for the remainder of the selling season, and no refund will be made for market fees paid to date.

2. Arts and crafts are not permitted for sale at the market unless they have received prior approval by the Market Manager. **Anyone interested in selling goods of this nature must submit samples of product to the Market Manager** for approval to participate in market.

3. Producers may sell their own farm and kitchen products (if approved by selection committee) including (but not limited to): fruits, vegetables, eggs, cut flowers, plants, cheese, cider, jams, jellies, relishes, honey, home canned goods and baked goods. Many items are subject to Health Department regulations. It is the responsibility of the producer to abide by these regulations. Contact the Health Department for inspection and approval. No cooking is permitted by vendors within the market area without prior approval by the Market Manager. It is the responsibility of each producer to abide by all state and federal regulations, which govern the production, harvest, preparation, preservation, labeling, or safety of products offered for sale at the market.

4. Vendors must be set up at the market by 3:30PM and ready to do business when the market opens at 4:00PM. Each seller is expected to stop selling at 8:00PM and have all produce, baked goods, boxes, containers, etc, loaded for removal by 8:30PM. The Market Manager will have the authority to change the market hours on special occasions.
5. The sale of live animals is not allowed at the market.
6. Solicitation for political campaigns, products, services, or charitable contributions not specifically addressed as a market commodity is not permitted.
7. Vendors must be sixteen years of age or older. Younger children are welcome and encouraged to participate, but must be accompanied by an adult responsible for the child's conduct and safety.
9. Fraudulent, dishonest, or deceptive merchandising, disruptive behavior, or collusion to set prices among vendors may be grounds for forfeiture of the right to do business of any kind in the market.
10. All profane, abusive, discourteous, and boisterous language and/or conduct at or about the market area is prohibited.
11. Vendors will be solely responsible at all times for the cleanliness within their vending area regardless of the origin of the debris in that location. Each vendor is required to leave the space clean at the end of the day.
12. The Market Manager will have the full power to enforce all rules and regulations within the market area. Failure by any vendor to comply with any of these rules and regulations can result in the forfeiture of the right to do business of any kind in the market.

Name of Farm/Business

Signature of Representative

Crestline Farmers Market Vendor Application

First Name: _____ Last Name: _____

Farm/Business Name: _____

Address: _____

City: _____ County: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Email: _____

Farm
Address: _____

Please list products you intend to sell at the market:

Indemnification: By participating in the market, all vendors shall be individually and severally responsible to the Crestline Farmers Market, the Market Manager, Urban Cookhouse, Gameday Done Right, and Mountain Brook Chamber of Commerce for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendors' negligence or that of its servants, agents or employees. All vendors hereby agree to indemnify and save the owners of the Crestline Farmers Market, the Market Manager, Urban Cookhouse, Gameday Done Right, and Mountain Brook Chamber of Commerce harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the owners of the Crestline Farmers Market, the Market Manager, Gameday Done Right, Urban Cookhouse, and the Mountain Brook Chamber of Commerce by reason of the vendor's negligence or that of its servants, agents or employees.

Applicant Statement:

I agree to abide by the Guidelines of the Crestline Farmers Market and to obtain all applicable permits and licenses; I further agree not to hold the Market responsible for any damages arising out of the sales of my products.

Signed: _____

Printed Name: _____ Date: _____

Please read and sign. Return to Alyssa Taul, email: ataul@uab.edu,

EXHIBIT "D"

VENDOR INDEMNIFICATION / HOLD HARMLESS AGREEMENT

As an inducement to Bayer Properties, L.L.C. ("Bayer") agreeing to allow _____ ("Vendor") to use a portion of the common area of that certain shopping center commonly known as The Summit, located in Birmingham, Alabama (the "Shopping Center"), Vendor hereby agrees as follows:

To the maximum extent permitted by law, Vendor, its officers, shareholders, employees, agents, contractors and invitees (hereinafter collectively referred to as "Indemnitors") hereby agree to indemnify and save harmless Bayer, IMI TSB, L.L.C., Bayer Retail Company, L.L.C., Bayer Retail Company II, L.L.C., Bayer Retail Company III, L.L.C., Bayer Retail Company IV, L.L.C., Bayer Retail Company VI, L.L.C. and their affiliates and their respective officers, members, directors, employees, contractors and agents (hereinafter collectively referred to as the "Indemnitees") from and against any and all liabilities and/or expenses in connection with the loss of life, bodily injury, personal injury, and/or property damage caused by Indemnitors' acts or omissions, or arising out of, or in connection with, Indemnitors' use and occupancy of the Shopping Center, or any part thereof.

In addition to the foregoing, to the maximum extent permitted by law, Indemnitors hereby agree to hold the Indemnitees harmless from and against any claim, damage, action, penalty, liability or judgment arising out of any loss, theft, burglary, robbery, damage, fire or other loss caused by casualty, or any other reason, to any of the Indemnitors' possessions or personal property of any kind, including without limitation, equipment, supplies, prizes, inventory, merchandise or exhibits, which are located in the Shopping Center.

Without limiting Indemnitors' obligation to indemnify and hold harmless the Indemnitees, Indemnitors specifically acknowledge and agree that there shall be no personal liability of the Indemnitees, arising out of, or in connection with, Indemnitors' use of the Shopping Center.

Vendor shall keep and maintain the common area of the Shopping Center, including any equipment installed therein or thereabout, neat, clean, free of debris and trash, and in good order and repair and in an attractive and clean condition in accordance with the general character of the Shopping Center, all applicable laws and shall comply with all rules and regulations of the Shopping Center now in effect or as hereinafter amended by Bayer.

VENDOR:

ORDINANCE NO. 1234

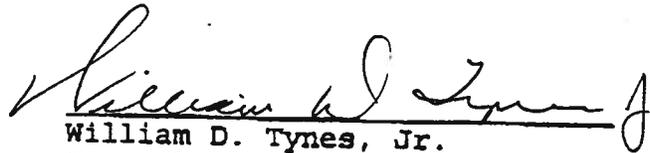
AN ORDINANCE TO ESTABLISH
TIMES WITHIN WHICH CONSTRUCTION WORK
MAY BE CONDUCTED WITHIN
THE CITY OF MOUNTAIN BROOK

BE IT ORDAINED by the City Council of the City of Mountain Brook, Alabama as follows:

1. No construction work, including grading, sitework, the installation of foundations and the paving of surfaces, may be conducted in connection with houses or other buildings, roads, driveways, walls, fences or any other structures (collectively, "Improvements") located within the City of Mountain Brook before 8:00 A.M. on Saturdays, Sundays and generally recognized holidays or before 7:00 A.M. on any other day, or after 8:00 P.M. on any day; provided, that: (1) during periods when daylight savings time is in effect construction work may begin at 8:00 A.M. on Saturdays, Sundays and generally recognized holidays and at 6:30 A.M. on any other day; and (2) upon written application for an exception to the foregoing limitations with respect to a particular construction project, which application must set forth the reason for the requested exception, the City's City Manager may, for good cause shown, grant a temporary exception to such limitations, which exception must be evidenced by a written document signed by the City Manager. This ordinance shall apply to the modification, repair, restoration and refurbishment of existing Improvements, as well as the construction of new Improvements.

2. Notwithstanding the foregoing, this ordinance shall not apply to: (a) the construction, modification, repair or resurfacing of streets, sidewalks, driveways or similar improvements located on property or rights of way of the City; or (b) construction work which is required to be done in an emergency for the benefit of public health or safety.

ADOPTED: This 12th day of August, 1996.


William D. Tynes, Jr.
Council President