

OPTIMIST CLUB OF GREAT VIENNA - FARMERS MARKET

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this _____ day of March, 2023 between THE TOWN OF VIENNA, Virginia (“TOWN”) and the OPTIMIST CLUB OF GREATER VIENNA (“OPTIMIST”) and contains the terms and conditions permitting the Optimist use of the Vienna Community Center parking lot to hold a Farmer’s Market.

1. The Town, as provided herein, grants to the Optimist the temporary exclusive use of 55 spaces in the upper lot (corner of Cherry & Mill Street) of the Community Center to hold a Farmers Market. See attached map.
2. The Farmers Market will be held Saturdays from May 6, 2023 – October 28, 2023.
3. The Farmers Market will be open from 8am to 12noon. Set-up can begin at 6am and teardown must be complete by 1pm of each Market day.
4. Farmers Market spaces will be located on the pervious concrete pavement only. By capturing stormwater and allowing it to seep into the ground, pervious concrete is instrumental in recharging groundwater, reducing stormwater runoff, and meeting U.S. Environmental Protection Agency (EPA) stormwater regulations.
5. Parking :
 - a. Parking is limited at the Community Center due to the many users of the Community Center and the W&OD Trail. The Town will post designated “Parking for Community Center Users, Renters and Trail Users Only” signs along the entire stretch of the parking spaces along the W&OD trail from the Vienna Youth Inc. building to the lobby of the Community Center and the five spaces that are located adjacent to the handicapped parking spaces. See attached map. The Town recommends the Optimists contact the Vienna Volunteer Fire Station to request use of their parking lot for overflow parking.
 - b. The Parks & Recreation Department host events and rentals that will impact parking at the community center.
 - i. The Coin and Stamp Show is a long-standing annual rental at the Community Center. The Coin and Stamp Show will be held August 5, 2023.
6. The Optimist agree to enforce all rules set forth by the Town to include the following:
 - a. Stakes will not be driven into the pavement, lawn dirt or flower bed areas and the Optimists shall be responsible for any repairs required due to damage caused by the Optimists running the Farmers Market.
 - b. Vendors are to park their vehicles at the VVFD and/or on Cherry Street, not in the community center parking lot.
 - c. Vendors are responsible for removing their trash. The Community Center dumpster is not to be used for vendor trash. The Optimists shall be responsible for any Farmers Market trash not removed from the site.

- d. Trash generated from the trash cans set up by the Optimist in the aisle of the market may be disposed of in the Community Center dumpster.
 - e. Tents or any covering must be securely anchored with weights.
 - f. Pervious pavement is to be covered if food is being cooked and/or prepared.
 - g. It is the responsibility of the Optimist to ensure the parking lot and market area is clear of trash and other debris at the conclusion of each Saturday market.
 - h. The Optimist will report any spillage on the pervious pavement as well as damage to the Community Center site to the Building Supervisor on Duty.
 - i. Farmers Market signage may be displayed the Friday prior to the Saturday market and taken down immediately after each Saturday market. A diagram identifying the sprinkler system will be provided so that "yard sale" type signage is not placed in the areas of the sprinklers.
 - j. Town staff will be responsible for providing and placing barricades at 10pm the Friday night before the Farmers Market to reserve the parking spaces used for the market. If a vehicle is located in the designated Farmers Market area on Friday night at 10:30pm, Town staff will contact the Town Police to request police run the tags and attempt to contact the owner to move the vehicle. Should a vehicle be located in the designated area of the Farmers Market on Saturday morning, Town staff will call Town Police at 6:45am to request police to contact the owner to move the vehicle.
 - k. The Optimist will be responsible for removing the barricades at the conclusion of each Farmers Market and placing them in the dumpster enclosure.
 - l. The Optimist will provide the Town with access to the annual application and rules and regulations for vendors.
 - m. The Optimist will ensure that all vendors are responsible for their own sales tax, licensing and permits required by local, state and federal governments.
7. The Optimists agree to operate the Farmers Market according to the recommended guidelines by the Virginia Farmers Market Association and the Virginia Department of Agriculture and Consumer Services in response to COVID-19 pandemic.
 8. It is understood that the Town is not to be held responsible for any loss by vendor property by theft or weather.
 9. A separate Memorandum of Understand will exist between the Optimist and the Town for placement of a storage shed on Town property for Farmers Market use.
 10. The Optimist will include on their certificate of insurance as additional insured: Town of Vienna, its elected and appointed officials, officers, employees, and agents."
The certificate holder will be: Town of Vienna, 127 Center Street S, Vienna, VA 22180. An endorsement policy must accompany the Certificate of Insurance listing the Town as additional insured. Proof of liability must be provided by April 21, 2023.
 11. The Market is intended to be a family atmosphere and as such, profanity and disruptive behavior will not be tolerated.
 12. This MOU will be reviewed and signed annually. At the conclusion of the market season, a meeting will be scheduled with the Parks & Recreation Department and the Optimists to review

the success of that year's market. Violations of the Rules set forth in this MOU may be cause for the terms and conditions of this MOU to be revoked, in the sole discretion of the Town, by its Director of Parks and Recreation.

AGREED AND ACCEPTED BY:

Mercury Payton, Town Manager

DATE: _____

Subscribed, sworn to and acknowledged before me this _____ day of _____ 2023.

Notary Public

My Commission Expires: _____

Michele Wright, Farmers Market Chair and Treasurer
for the Optimist Club of Greater Vienna

DATE: _____

Subscribed, sworn to and acknowledged before me this _____ day of _____ 2023.

Notary Public

My Commission Expires: _____