

11.4 Memorandum of Understanding with Mudgee Fine Foods Inc. - Robertson Park Farmers Markets

REPORT BY THE DIRECTOR COMMUNITY
TO 11 DECEMBER 2019 ORDINARY MEETING
GOV400067, F0650002

RECOMMENDATION

That Council:

1. **receive the report by the Director Community on the Memorandum of Understanding with Mudgee Fine Foods Inc. - Robertson Park Farmers Markets; and**
2. **continue the Memorandum of Understanding with Mudgee Fine Foods Inc. for the operation of markets at Robertson Park Mudgee following the end of the trial period in January 2020.**

Executive summary

This report seeks Council's endorsement for the continuation of the Memorandum of Understanding with the Mudgee Fine Foods Inc. for the operation of monthly Farmers' Markets and occasional Makers' Markets at Robertson Park Mudgee. The Memorandum of Understanding was developed with a trial period of 6 months from July 2019 to January 2020.

Disclosure of Interest

Nil

Detailed report

At the 17 July 2019 Council Meeting Council endorsed the Memorandum of Understanding (MOU) with Mudgee Fine Foods Inc. for the operation of markets within Robertson Park Mudgee initially for a 6-month trial period until 31 January 2020. This trial period is almost complete and Council needs to determine whether the any issues have arisen that would cause the Memorandum of Understanding to be terminated. It should be noted that the MOU would still be able to be terminated in the future with three months' notice.

Mudgee Fine Foods have indicated that they are very happy with the Markets at Robertson Park and they are very keen to continue. From a staff perspective, Robertson Park has been well looked after by Mudgee Fine Foods and there have been very few issues causing concern over the time.

It has been reported that there have been some concerns raised by local businesses in Church Street regarding the movement of the Markets from the grounds of the Catholic Church. These representations have not been officially made to Council.

Community Plan implications

Theme	Looking After Our Community
Goal	Vibrant towns and villages
Strategy	Maintain and promote the aesthetic appeal of the towns and villages within the Region

Strategic implications

Council Strategies

Community Plan

Council Policies

Not applicable

Legislation

Not applicable

Financial implications

There will be a small amount of income raised by these bookings in the order of \$4,000 per annum. This can be allocated to the Passive Parks budget to ensure that the maintenance of the park continues to a high standard.

Associated Risks

Regular inspections of Robertson Park by Parks and Gardens staff ensures that Council remains on top of any issues that may arise from the running of markets.

SIMON JONES

DIRECTOR COMMUNITY

27 November 2019

Attachments: 1. Memorandum of Understanding (MOU) Mudgee Fine Foods Inc Mudgee Farmers Markets Robertson Park Effective as at 22 July 2019.

APPROVED FOR SUBMISSION:

BRAD CAM

GENERAL MANAGER



MID-WESTERN REGIONAL COUNCIL
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Memorandum of Understanding Mid-Western Regional Council and Mudgee Fine Foods Inc. From July 2019

1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to facilitate the use of Robertson Park Mudgee for the Mudgee Fine Foods Incorporated Farmers Markets and Makers Markets.

Mudgee Fine Foods Inc. will have permission to use the Robertson Park facilities and be responsible for the operation and co-ordination of the Mudgee Farmers Markets and Makers Markets.

2. Terms and Conditions of Use

- 2.1 Robertson Park Mudgee is located on community land managed by Council.
- 2.2 MWRC agrees to the use of Robertson Park for the Mudgee Fine Foods Inc. (MFFI) Farmers Markets and Makers Markets.
- 2.3 1 set of keys for access to the storage area at the toilets and the electricity box at the Rotunda will be provided to Mudgee Fine Foods Inc. on permanent loan for the duration of this MOU.
- 2.4 Farmers Markets will take place on the third Saturday of the month unless otherwise notified to Council. It is noted also that there are generally four additional Makers Markets per year.
- 2.5 MFFI will be required to complete a booking form for these regular monthly bookings and for the Makers Markets bookings.
- 2.6 The fee for the use of Robertson Park will be \$250 (ex GST) per market. In recognition of the need to expend monies on set up costs for the new location, the fee for the initial six months will be \$125 (ex GST) per market.
- 2.7 Any approvals required for the use of Robertson Park in the running of the markets are solely the responsibility of Mudgee Fine Foods to organise. This will include, but may not be limited to, any licencing requirements for the service or sale of packaged alcohol products or the suspension of alcohol free zones for the Park. This may also include any requirements for permanent or temporary signage.
- 2.8 Any works related to additional electricity or signage will be at the expense of MFFI and can only proceed with the agreement of MWRC.

- 2.9 Any maintenance issues are to be reported promptly to Mid-Western Regional Council's Building Services Department.
- 2.10 At no times can any vehicle be driven on any area of Robertson Park.
- 2.11 No stakes or pegs will be placed in the ground of the Robertson Park area without negotiation with MWRC Parks & Gardens staff.
- 2.12 At the conclusion of each market, MFFI are to ensure that the Park is left in a clean and tidy state with all litter and rubbish removed or placed in bins.
- 2.13 MFFI is to provide MWRC with a copy of its current public liability insurances (minimum \$20,000,000 coverage) and professional indemnity (\$5,000,000 coverage) with Council listed as an interested party. MFFI is required to ensure all individual stallholders have adequate public liability coverage.
- 2.14 This MOU extends for the period of the six month trial period until 31 January 2020 but can continue beyond that time until either party requests a further MOU to be negotiated. Alternatively, if the agreement extends beyond 31 January 2020, either party can terminate this MOU with three months, or it can be terminated at any time if agreed by both parties.

Signed:



BRAD CAM
GENERAL MANAGER
MID-WESTERN REGIONAL COUNCIL

Date: 19-7-19



DAVID SARGEANT
PRESIDENT
MUDGE FINE FOODS INC.

Date: 22/7/19.