LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

Item No. 2
Mtg. Date November 4, 2014
Dept. Public Works

Item Title: **Lemon Grove Farmers Market Agreement**

Staff Contact: Mike James, Public Works Director

Recommendation:

Adopt a resolution (**Attachment B**) approving an agreement (**Attachment B – Exhibit 1**) with Kimberly Paris to manage a Lemon Grove Farmers Market at the Main Street Promenade.

Item Summary:

After the completion of the Main Street Promenade Park (Promenade), staff worked with a consultant to identify community activities to draw residents and visitors to downtown Lemon Grove. The consultant provided staff with a list of 28 farmers market and outdoor retail vendors to contact. Staff contacted each vendor to determine levels of interest in partnering with the City to operate within the Promenade. Out of the 28 vendors, seven met with City staff to discuss potential plans.

The staff report (**Attachment A**) provides additional details about the consultant selection process and specific details regarding the Certified Farmers Market proposal submitted by Kimberly Paris.

Fiscal Impact:

None.

Environmental Review:

☒ Not subject to review
☐ Negative Declaration
☐ Categorical Exemption, Section
☐ Mitigated Negative Declaration

Public Information:

☒ None
☐ Newsletter article
☐ Notice to property owners within 300 ft.
☐ Notice published in local newspaper
☐ Neighborhood meeting

Attachments:

A. Staff Report
B. Resolution

Attachment A

LEMON GROVE CITY COUNCIL
STAFF REPORT

Item No. 2

Mtg. Date November 4, 2014

Item Title: **Lemon Grove Farmers Market Agreement**

Staff Contact: Mike James, Public Works Director

Background:

In September 2013, the City of Lemon Grove completed the construction of the Main Street Promenade Park (Promenade). The Promenade is located south of the Citronica One building located at 7765 North Avenue. Since its completion, the Promenade attracts patrons from downtown business, Citronica One, Citronica Two, and the MTS trolley depot.

Beginning in June 2014, staff worked with a professional consultant to create a community space where families can gather, enjoy the outdoors, and the offerings of downtown Lemon Grove with a future goal of creating a space that may also sustain retail and generate income. The consultant provided staff with a list of 28 farmers market and outdoor retail vendors to contact. Staff contacted each vendor to determine if any were interested in partnering with the City to operate within the Promenade. Out of the 28 vendors, seven met with City staff to discuss each vendor's plan. The names, business model, and preferred location that each vendor verbally expressed are listed in the table below.

Vendors Name	Primary Model	Preferred Location
Brian's Farmers Market (*Brian Beevers*)	Swap Meet Market Style	Promenade
Lisa Hamel	Market Specialist with Experience with University Heights Farmers Market	Civic Center Park
Santee Certified Farmers Market (*Andrea Hankins*)	Currently manages the Certified Farmers Market in Santee	Civic Center Park
Curbside Bites (*Christian Murcia*)	Gourmet food trucks that operate in LA and San Diego area	Civic Center Park
Alpine Farmers Market (*Lindsay Brookshire)*	Currently manages the Certified Farmers Market in Alpine	Civic Center Park
Urban Mobile Market (*Christian Murcia*)	Primarily focuses on artisan items for sale	Civic Center Park
IB Farmers Market *(Kimberly Paris)*	Currently manages the Certified Farmers Market in Imperial Beach	Promenade

Attachment A

Of the seven vendors, only two were interested in working in the Promenade: Brian's Farmers Market and IB Farmer's Market (Kimberly Paris). And of those two, only Ms. Paris was interested in operating a Farmers Market at the Promenade.

After meeting with each of the seven vendors, staff determined that the presentation and vision that Ms. Paris provided would be the best model to energize the Promenade. Additionally, Ms. Paris provided concepts that will help to bring the community and local businesses together as a part of the Lemon Grove Certified Farmers Market (Market).

This same model is currently being used in the City of Imperial Beach with the Imperial Beach Certified Farmers Market, which Ms. Paris manages. Staff has visited the market as well as contacted City staff from the City of Imperial Beach. The Farmers Market was clean, well organized, and provided a variety of fruits, vegetables, specialty foods, artisans, and services as approved by the City of Imperial Beach. Furthermore, the City of Imperial Beach staff spoke favorably of Ms. Paris' ability to manage the Farmers Market.

Discussion:

The proposed Market would benefit the local neighborhood because it will provide the community with a safe, family-friendly gathering place to go for fresh, locally grown fruits and vegetables. Also the Market will provide the opportunity for citizens to learn more about healthy eating in a fun, educational and community building environment. Additionally, the proposed Market is intended to be a certified Farmers Market by the San Diego County Agricultural Commission and County of San Diego Department of Environmental Health.

The Market is proposed to be held on Saturday's from 9:00 a.m. to 2:00 p.m., rain or shine. The site plan (**Attachment B – Exhibit 1**) shows the Market encompassing the entire Promenade with a maximum of 109 booth spaces available. Ms. Paris proposes to begin the market in January 2015, pending permit issuance from the County of San Diego and County Agricultural Commission. The mixtures of food, fresh produce, arts and crafts, and entertainment will vary depending on the total number of confirmed vendors during each event date. No resale vending will be allowed to avoid a swap meet atmosphere. This will guarantee that all items in the Market are products consumed and/or purchased from local artists or vendors and not second hand products or services. All businesses at the proposed market will be required to obtain the appropriate certificates, business licenses, and permits. And each shall be subject to all safety, building, and municipal codes.

The duties of Ms. Paris, who will serve as the market manager, would include the opening and closing of the market, enforcement of all health and safety requirements, verification of vendor permits/certification, market cleanliness, supervision of any volunteers, traffic/parking, best management practices training to staff/volunteers/vendors, supervision of security patrol, and provision of customer services. A security patrol shall be provided at each market event to ensure that the surrounding neighborhood is not negatively impacted. The market shall be completely deconstructed and cleaned at the end of each market operation. The applicant shall pay for required City staff time spent for refuse clean up, trash disposal and restroom cleanliness (via deposit) and public safety inspections (via payment before each event). Stalls, and other objects or materials, shall not be permitted to block safe and reasonable access to the park, sidewalks, and emergency access aisles. In addition, all vehicles, equipment machinery, and other items shall maintain a separation distance of no less than three (3) feet from any permanent structure.

It is important to note that while 109 booth spaces are identified in the site plan, the initial start up plan will include approximately 40 booths that will primarily be located at the most southerly

portion of the Promenade. Future plans to expand up to the maximum number shown in the site plan will be based on market demand.

Staff has prepared a special event agreement between the City and Ms. Paris. The agreement identifies the duties of the market manager. Also, the agreement indicates that the City will provide electricity, designate fourteen parking spaces on Main Street for market patrons, and will make the restrooms available without charge during the event.

Conclusion:

Staff recommends that the City Council adopt a resolution (**Attachment B**) approving an agreement (**Attachment B – Exhibit 1**) with Ms. Kimberly Paris to manage the Lemon Grove Farmers Market.

Attachment B

RESOLUTION NO. 2014 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING AN AGREEMENT WITH KIMBERLY PARIS TO MANAGE THE LEMON GROVE CERTIFIED FARMERS MARKET

WHEREAS, in September 2013, the City of Lemon Grove completed the construction of the Main Street Promenade Park (Promenade); and

WHEREAS, the Promenade is located south of the Citronica One building located at 7765 North Avenue; and

WHEREAS, in June 2014, staff searched for farmers market and outdoor retail vendors to partner with the City at the Promenade; and

WHEREAS, Kimberly Paris of Imperial Beach Certified Farmer's Market model was determined, by staff, to be the best fitting model for the Promenade location; and

WHEREAS, the Lemon Grove Certified Farmers Market (Market) will be held on Saturday's from 9:00 a.m. to 2:00 p.m., rain or shine; and

WHEREAS, the farmers market will benefit the local neighborhood because of the variety of goods available for purchase and will encourage a common recreational area; and

WHEREAS, the intent of the farmers market is to provide the community with a safe, family-friendly gathering place to go for fresh, local fruits and vegetables available and provide the opportunity for citizens to learn more about healthy eating; and

WHEREAS, the duties of Kimberly Paris, who will serve as the market manager, would include the opening and closing of the market, enforcement of all health and safety requirements, verification of vendor permits/certification, market cleanliness, supervision of any volunteers, traffic/parking, best management practices training to staff/volunteers/vendors, supervision of security patrol, and provision of customer services.; and

WHEREAS, the City of Lemon Grove has the discretion to cancel the Lemon Grove Farmers market in lieu of other schedule events or activities that may conflict with the operation of those events and the public's use of the park; and

WHEREAS, City staff has concluded that there are no foreseeable concerns that cannot be successfully mitigated without prior coordination and communication with the neighboring community.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

1. Approves the agreement (**Exhibit 1**) with Kimberly Paris to manage the Lemon Grove Certified Farmers Market; and
2. Directs the City Manager or designee to execute and manage all related documentation.

/ / / / /
/ / / / /

SPECIAL EVENT AGREEMENT
BETWEEN
THE CITY OF LEMON GROVE
AND KIMBERLY PARIS
FOR USE OF THE
MAIN STREET PROMENADE PARK

1. Basic Provisions.

1.1 Parties: This Lease ("Lease") is made by and between the City of Lemon Grove ("Lessor") and Kimberly Paris ("Lessee"), (collectively, the "Parties", or individually, "Party").

(a) Premises: The Main Street Promenade Park known as the Promenade located south of 7765 North Avenue, Lemon Grove, CA, 91945, as shown in *Attachment 2*. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have nonexclusive rights to use the parking space (as defined below) as hereinafter specified. The site map identifies the location that are herein collectively referred to as the "Premises." *See Attachment 1*.

(b) Parking: Fourteen (14) on-street vehicle parking spaces located east of the 3300 block of Main Street will be allocated to parking for the Lemon Grove Certified Farmers Market (Market).

(c) Vendors: All vendors as a part of this Lease will abide by the most current version of the Lemon Grove Farmers market Rules and Regulations (*Attachment 3*).

1.2 Term: The term will commence on the date the agreement is fully executed through June 30, 2015. Commencing on July 1, 2015, the term of the Lease shall be year-to-year, as mutually agreed to by both parties. There shall be no holdover tenancy and any extension shall be subject to a written agreement approved by both parties.

1.3 Rent and Deposit: $0.00 per month ("Base Rent"),

(a) Initial Cleaning Deposit: $200.00 is payable in the first month of occupation of the Premises.

1.4 Utilities and Premises Maintenance Costs. San Diego Gas & Electric, Helix Water District, and EDCO solid waste costs will be paid for by the Lessor.

(a) Lessee shall pay for all other utility and premises costs associated with the use of the Premises not identified in section 1.4.

(b) Each July 1st, costs for utilities and maintenance will be evaluated by the Lessor to determine if a future cost sharing agreement warrants inclusion into this Agreement.

1.5. Agreed Use: Lessee intends to use the Premises to operate a Lemon Grove Certified Farmers Market.

(a) Any activity not listed as an agreed use, must be reviewed and approved in writing by the Lessor at least thirty (30) calendar days before its implementation.

(b) The Lessee will be responsible for control and access to the Premises each Saturday from 9:00 a.m. to 2:00 p.m., as well as up to 2 hours before and after for set up and take down.

(c) If other uses (e.g. special events, seminars, rallies) are requested by the Lessee for uses not identified in this paragraph, all requests will be made in writing by the Lessee at least thirty (30) days before the start of the requested use. The hourly rate for other uses will equal the hourly rate as stated in the City's Master Fee Schedule.

2. Premises.

2.1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the Term of the agreed upon use, and upon all of the terms, covenants and conditions set forth in this Lease.

2.2 Lessee shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Lessee and its employees, unless prior approval is received from the Lessor.

2.3 Lessor shall deliver the Premises to Lessee clean and free of debris on the Commencement Date and warrants that the existing electrical, plumbing, and lighting, shall be in good operating condition on said date. If a noncompliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such noncompliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be 30 days. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such noncompliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense.

2.4 Vehicle Parking. Lessee shall be entitled to use the number of parking spaces specified in Paragraph 1.1(b), designated from time to time for parking. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pickup trucks, herein called "Permitted Size Vehicles."

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the parking spaces.

2.5 Restrooms – Lessee may only use the restrooms located within the Premises as part of this agreement and subject to authorized use as stated in Paragraph 1.5.

3. Possession.

3.1 Lessee Compliance. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance and secures a business license from the City of Lemon Grove. Pending delivery of such evidence of insurance and approved business license, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied, in Lessor's sole discretion.

4. Rent and Other Charges.

4.1 Rent Defined. There will be no rent required at the time of the Agreement's initial execution. July 1st of each year, the Lessor may review and evaluate the future need of a monthly rent amount.

5. Agreed Use.

The Premises shall be used and occupied only for said Agreed Use as defined in Paragraph 1.5 of this Lease. Furthermore, the premises will remain trash free and shall be swept, power washed, and/or cleaned regularly at the conclusion of each use by the Lessee.

6. Insurance Risks/Security

a. Indemnity.

Lessee shall indemnify and hold harmless the City and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the Lessee or its employees, agents, or others in connection with its use and occupation of the Premises under this Agreement, except only for those claims arising from the negligence or willful misconduct of the City, its officers, agents, or employees. Lessee's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same to proceed to judgment or not. Lessee at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Lessor shall hold Lessee harmless from claims arising from Lessor's sole active negligence or sole willful misconduct or that of its officers, agents or employees.

b. Insurance.

1. Lessee shall, throughout the duration of this Agreement, maintain comprehensive general liability or commercial general liability insurance and property damage insurance covering all operations and activities of Lessee, its agents and employees, performed in connection with this Agreement including but not limited to, its personal property, the interior improvements of the PREMISES and automobile coverage.

2. Lessee shall maintain the following minimum limits:

   General Liability
   Combined Single Limit
   Per Occurrence $1,000,000
   General Aggregate $2,000,000
   Lessee shall obtain and maintain fire, extended coverage, and vandalism insurance policy(s) on all insurable property on the Premises, including the Premises.

3. All insurance companies affording coverage to the Lessee shall be required to add the City of Lemon Grove as an "additional insured" under the insurance policy(s) required in accordance with this Agreement.

4. All insurance companies affording coverage to the Lessee shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact the business of insurance in the State of California.

5. All insurance companies affording coverage shall provide a thirty (30) day written notice to the City of Lemon Grove should the policy be canceled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Cancellation of any coverage required by the terms hereof shall be grounds for termination of this Lease pursuant to the provisions of section 6.10 hereof.

6. Lessee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, and endorsements thereon, in a form satisfactory to the City Attorney concurrently with the submittal of this Agreement.

7. Lessee shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Lessee to provide such a substitution and extend the policy expiration date shall be considered a default by Lessee and subject the Lessee to a termination of this Agreement.

8. Maintenance of insurance by the Lessee as specified in this Agreement shall in no way be interpreted as relieving the Lessee of any responsibility whatever and the Lessee may carry, at its own expense, such additional insurance as it deems necessary.

9. If Lessee fails or refuses to procure and maintain the required insurance, or fails to provide the proof of coverage, Lessor, has the right but not the obligation, to obtain the insurance. Lessee shall reimburse Lessor for the premiums paid with interest at the maximum allowable legal rate then in effect in California. Lessor shall give notice of the payment of premiums

within thirty (30) days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by Lessee on the first (1st) day of the month following the notice of Payment by the Lessor. Notwithstanding the preceding provisions of this Subsection, any failure or refusal by Lessee to procure or maintain insurance as required in this Agreement, or failure to provide proof of Insurance, shall be deemed a default under this Agreement.

10. Lessee may choose to satisfy the insurance obligations identified in this Lease through a self-insurance program or a self-insurance joint powers agency or agreement.

7. Attorney's Fees.

If any Party brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

8. Dispute Resolution.

a. Mediation: Lessor, Lessee, and Broker(s) agree to mediate any dispute or claim arising between them out of this agreement or any resulting transaction, before resorting to arbitration or court action. Paragraphs (2) and (3) below apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover any attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision is initiated.

b. Arbitration Disputes:

    i. Lessee and Lessor agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through meditation, shall be decided by neutral, binding arbitration, including and subject to paragraphs (2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award

in accordance with substantive California Law. In all other respects, the arbitration conducted in accordance with Part III; Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure 1283.05.

ii. EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (i) a judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death or any right of action to which Code of Civil Procedure 337.1 or 337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

iii. Brokers: Lessor and Lessee agree to mediate and arbitrate disputes or claims involving either or both brokers, provided either or both brokers have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to brokers. Any election by either or both brokers to participate in mediation or arbitration shall not result in brokers being deemed parties to the agreement.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.
Initials: Lessor: _____ Lessee:_____

9. Premises Condition.

Lessor, at the Lessor's sole cost and expense, shall provide the Premises in as-is condition with the following exceptions:

(1) All City items not requested to stay during initial walk through shall be removed.

(2) The bathroom and kitchen area shall be cleaned.

10. Scheduling.

10.1 Conflicting Schedules. The Lessee has all priority rights to use the Premises and will make reasonable accommodations if a scheduling conflict occurs.

11. Use of City Equipment.

The following City owned items may be used by the Lessee during the schedule hours of occupation.

(1) Public Restrooms

(2) Open Concrete Park Space

If used, the Lessee acknowledges that it is responsible for maintaining, repairing, and replacing said items at its cost within 14 days of discovering the need to do so.

12. Capital Improvements.

During the entire duration of this agreement, the Lessor will be responsible for major capital improvement replacement and major maintenance activities. Examples may include playground equipment repairs, concrete removal and repairs. If specific actions that cause the required improvements are directly associated with negligent acts of the Lessee, the Lessee will then be responsible for the cost to repair and/or replace the capital projects.

13. Termination.

Either party may terminate this lease upon sixty (60) days written notice to the other party pursuant to Section 15 below.

(a) After a termination request has been accepted, a site walk will be performed by both Parties to determine if the facility is in the same condition as it was in the initial occupation.

(b) Any costs to repair or replace the premises will be paid for with the initial deposit funds.

(c) Should there not be any repair or replacement costs, the full deposit will be returned to the Lessee within thirty (30) days of the final date of occupation.

14. Notices.

All notices, consents, demands and other communications from one party to the other given pursuant to the terms of this Lease or under the laws of the State of California, including but not limited to notice under the provisions of Section 1161 of the California Code of Civil Procedure and Section 1946 of the California Civil Code, shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, and addressed to Lessee or Lessor at the addresses respectively specified below or to such other place as Lessee or Lessor may from time to time designate by a written notice to the other; or, in the case of Lessee, delivered to Lessee at the Premises or at any place where Lessee or any agent or employee of Lessee may be found if sent subsequent to Lessee's vacating, deserting, abandoning or surrendering of the Premises. Lessee hereby agrees that service of notice in accordance with the terms of this Lease shall be in lieu of the methods of service specified in Section 1162 of the California Code of Civil Procedure. The provisions of subdivision (a) of Section 1013 of the California Code of Civil Procedure, extending the time

within which a right may be exercised or an act may be done, shall not apply to a notice given pursuant to this Lease.

The contact information for Lessor is:

City of Lemon Grove
3232 Main Street
Lemon Grove, California 91945
Attention: Graham Mitchell, City Manager
Email: gmitchell@lemongrove.ca.gov
Phone: 619-825-3800

The contact information for Lessee is:

Lemon Grove Certified Farmers Market
Address
City, State Zip
Attention: Kimberly Paris, Manager
Email:
Phone:

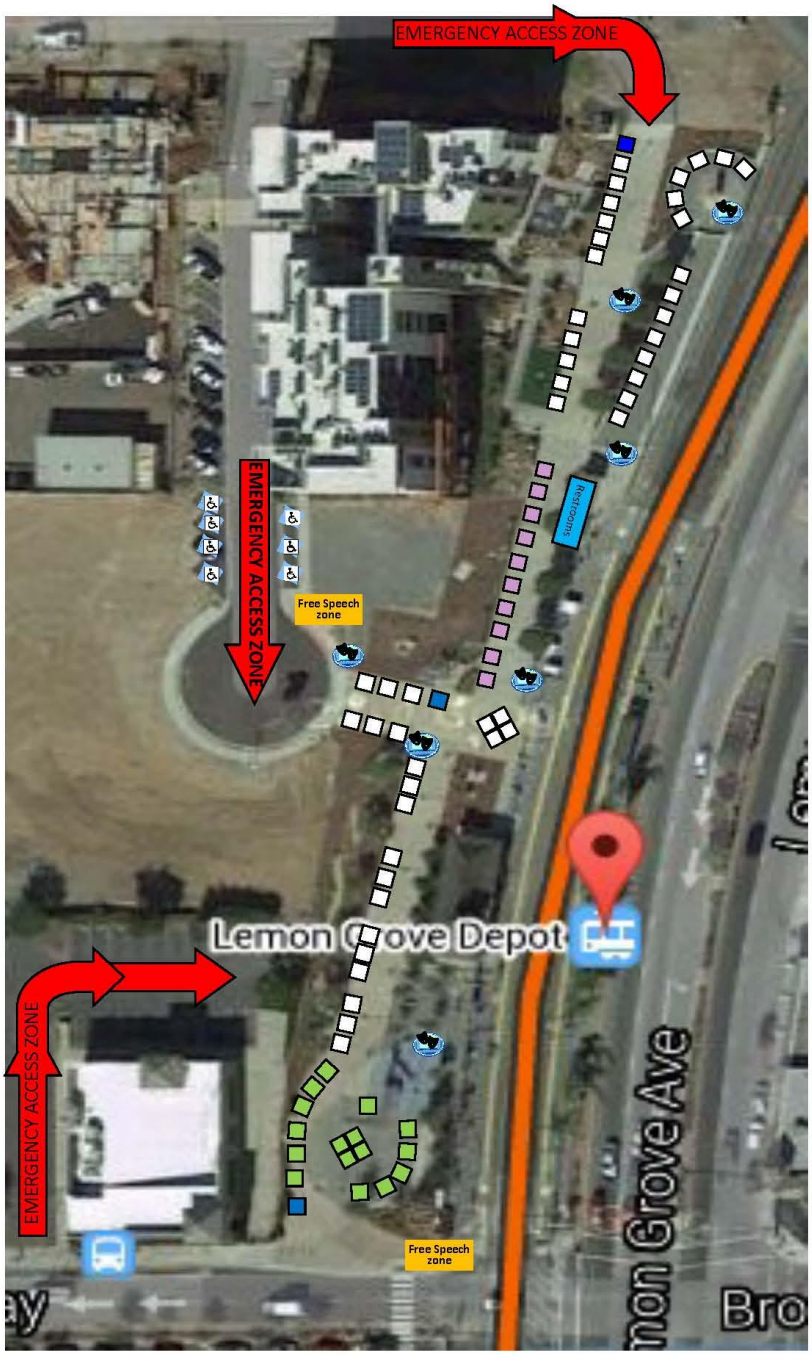
15. Waiver of Relocation Benefits.

Lessee understands it may be entitled to relocation benefits pursuant to Government Code section 7260 et seq. In consideration for the terms of this Lease, Lessee knowingly waives any right to said relocation benefits pursuant to Civil Code section 3513.

Signature Date:_____	Signature Date:_____
By Lessor: City of Lemon Grove	By Lessee: Lemon Grove Farmers Market
Printed Name: Graham Mitchell	Printed Name: Kimberly Paris
Title: City Manager	Title: Manager
By:_____	By:_____

Attachment 1
Site Plan – Main Street Promenade Park

Lemon Grove Farmers Market Site Map



Attachment 2
Site Plan – Parking

Designated Parking Spaces

The Lemon Grove Certified Farmers Market provides trolley access on the east side entrance. Additional

Access is provided by MTS bus route drop off points within 200 yards of the south entrance.

Lemon Grove has, and is working on, a more pedestrian/bicycle friendly community. We want to continue to encourage bicycle riding and walking to the new farmers market.

Lemon Grove Certified Farmers Market

Map Legend

Emergency Access Zone

Entertainment

Free Speech Zone

Market Information— Community Resources

Loading Zones

Designated Handicap Parking (7 Spaces)

Public Restrooms

Designated Parking (14 Spaces)

Over 50 spaces available on Main Street

Vendor Booth — Variety

Local Business Walk — Vendor Booth

Farms — Goal is 10 certified and 6 Non-certified

Non-Profits and Community Support Booths (i.e. Little League, VFW, Historical Society, Kiwanis, etc.)

Attachment 3
Rules and Regulations

Lemon Grove Certified Farmers' Market

South of 7401 North Avenue, Lemon Grove, CA 91945 // 619.647.6903 Phone
619.934.1009 Fax // Website: www.lgcfm.com (Site In-Progress) // e-mail: kim@helpmejohnny.com

Table of Contents

Market Time 2
Market Description 2
Market Location 2
1. Vendor Setup Time 2
2. Vendor Breakdown Time 2
3. Vendor Trucks and Vehicles on Plaza: 2
4. Fees: 3
5. Permits and Sales: 3
6. Products/Merchandise 4
7. Load Sheet Requirements: 5
8. Scales: 5
9. Attendance: 5
10. Booths/Fire Safety: 6
11. Tents/Canopies/Fire Safety: 6
12. Food Vendors/Fire Safety: 6
13. Fuel Powered Equipment: 7
14. Electricity 7
15. Trash/Waste: 8
16. Public Safety: 8
17. Personal Code of Conduct: 8
18. Progressive Discipline System: 9
19. Right of Appeal 9
20. Other Important Contact Information 11
City of Lemon Grove Business License Information 11
City of Lemon Grove Fire Department 11
City of Lemon Grove Sheriff Department 11
Department of Agriculture, Weights and Measure 11
San Diego County Department of Environmental Health 11
State Board of Equalization 11

MARKET RULES & REGULATIONS

Published November 2014

Last Revised October 2014

Market Time

Open for Business 12:00 p.m. – 7:00 p.m. Every _____

Market Description: The Lemon Grove Certified Farmers Market (Market). The Market currently has a Special Event Use Permit with the City of Lemon Grove for only 85 booth spaces. The Market will offer a variety of food from around the world, fresh produce brought from California farms, unique arts and crafts from local artists and a variety of entertainment to our community making every effort to avoid competition with our local business community. To do this the duplication of hand-made product offerings at our Market will be avoided. Each space will be uniquely different from the other where possible. No "Fair Trade**" vending will be offered in the Market so that our patrons are assured that the products consumed and/or purchased at the Market are produced by our local artists and our unique vendor choices. The Lemon Grove Certified Farmers Market will be known for its originality, community support and wonderful atmosphere.

Market Location: South of Citronica Plaza 7401 North Avenue, Lemon Grove, CA 91945. The Lemon Grove Certified Farmers' Market (Market) shall implement and enforce all of the following rules and regulations in a fair and equitable manner. Any producer or vendor admitted to the Market must follow the requirements and rules herein:

1. **Vendor Setup Time**:
Vendor set up time begins at 10:30 a.m. All vendor vehicles must be unloaded and off the plaza no later than 11:30 p.m. Vehicles may not be on the Plaza during the Market's open hours. It is preferred that all vendors be set up ½ hour before the Market begins at 12:00 p.m. Any vendor who is regularly late setting up will be asked to leave the Market and a substitute vendor may be put in their place through the "Right of Appeal" process or until this process expires whichever occurs first.

2. **Vendor Breakdown Time**:
Please maintain an "open for business" atmosphere during the entire Market. We realize that there will be good days when a vendor may sell-out of their product, nonetheless, everyone is expected to keep their vendor booth space open and operational. When vendors randomly break down their booths, customers get the false impression that the Market is closing. Closing affects the opportunity for sales other vendors might have. We further recognize that emergent situations occur and there will be times when a person will need to leave early. Efforts should be made to find replacement personnel for your Market shift. Please do not break down your booth early without prior written approval. Prior written approval can be obtained by e-mail or letter to the Market Manager before the start of the Market. In an extreme emergency a vendor can obtain an excused absence by calling our office or the Market Manager at 619.647.6903.

3. **Vendor Trucks and Vehicles on Plaza:**

All vendors utilizing trucks or vehicles on plaza MUST have protective drip pans beneath their truck. **NO EXCEPTIONS**! A vehicle is allowed on the plaza to unload (NOT SET-UP) and load (NOT BREAKDOWN) only.

MARKET RULES & REGULATIONS

Vehicle on plaza for set-up: A vendor may set down drop cloth, pop-up canopy, and then quickly unload all remaining equipment only.
Vehicle on plaza for break-down: A vendor can bring their vehicle on to the plaza only AFTER everything has been packed up and all equipment is ready to be directly loaded into the vehicle. The MAXIMUM time allowed for a vehicle to be on the plaza for unloading or loading is 15 minutes. ALL Vehicles must be off of the plaza during Market hours.

4. **Fees:**

Payment along with any paperwork required must be turned in to Market Manager on site 30 minutes before the close of the Market. Failure to accurately disclose gross daily profits and/or failure to pay for booth space is grounds for immediate dismissal from the Market. Any vendor caught cheating on their vendor payment or load sheets will be terminated from the Market.

5. **Permits and Sales:**

Farmers/Vendors shall have all appropriate certificates, business licenses, proof of liability insurance and permits. Sellers must conspicuously post all required permits, licenses, and certificates per City, County and State regulations, prior to commencing sales. **Provide copies to Market Management**.

The Market Manager will ensure that each Vendor has the required permits and licenses as necessary prior to participation in the Market, however it is the responsibility of each vendor/farmer to maintain current documents as indicated and to keep/provide current copies to Market Management with 10 days of renewal. Failure to maintain current documents could result in fines up to $500.00, suspension up to 6 months or termination from the Market:

- City of Lemon Grove Business License (www.lemongrove.ca.gov)
- Business Tax Certificate (www.ftb.ca.gov)

  (Also www.irs.gov/businesses/small)
- Seller's Permit from the State Board of Equalization (www.boe.ca.gov) with the location Citronica Plaza, 7401 North Avenue, Lemon Grove, CA 91945
- Proof of Insurance with "IB Beautiful, Inc., the Lemon Grove Certified Farmers Market and the City of Lemon Grove named as additionally insured."
- Temporary Food Facility Permit (if applicable)

  http://www.sandiegocounty.gov/content/dam/sdc/deh/fhd/food/cep/tempevent_vendorapp_fp.pdf
- Health Certificate (if applicable)

  http://www.sdcounty.ca.gov/deh/food/tempevents.html
  County Operations Center - 5500 Overland Ave, Suite 170. San Diego, CA 92123

  http://www.sandiegocounty.gov/content/dam/sdc/deh/fhd/food/pdf/farmersmarkets.pdf
- Agricultural Permit (if applicable)
  DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURE
  9325 Hazard Way, Suite 100, San Diego, CA 92123
  Phone: (858) 694-2739 FAX (858)467-9697 http://www.sdcawm.org

MARKET RULES & REGULATIONS

6. Products/Merchandise:

Farmers/Vendors may not sell any item not listed on their certified producer certificate, load sheet or application without prior approval of the Market Manager.

- All products must be clearly marked as to price.
- Any person selling organic products or representing products as organic shall conspicuously post at the point of sale a photocopy of the represented certified producers' current State of California organic registration and, if applicable, documentation of the represented certified producers' organic certification. Prior to posting organic documents, it is permissible to conceal from public view acreage and dollar amounts pertaining to annual sales. A complete photocopy of the original, unaltered, current organic document(s) shall, upon the request of an enforcement officer, be made available for review at any time during participation in the Market.
- A certified producer shall not sell or represent sprouts as his or her own production resulting from practicing the agricultural arts if less than 50 percent of the seeds, legumes or nuts in any package or container have sprouts that have emerged from the seed, legume or nut coat, husk, pericarp or other type of covering.

Certified Producer Sales

- A certified producer shall not represent, nor be represented by more than two other certified producers in a 12 month period.
- Each certified producer's certified agricultural products to be sold or offered for sale shall be separated and identifiable by each certified producer's valid certificate at the point of sale.
- The name of the certified producer for whom another certified producer is selling shall appear on the certificate of the certified producer that is conducting sales.
- The name of the certified producer who is selling the products of another certified producer shall appear on the certificate of the person or entity for which the certified producer is selling.
- The certified producer selling for another certified producer shall be selling or offering for sale, at the same certified farmers' Market on the same day, certified agricultural products which the certified producer conducting the sales has produced and which are in greater volume than the volume offered for sale for the other certified producer. The volume shall be measured by the weight or dollar value of the products at the time and point of sale. This volume requirement shall apply only at the beginning of each day of sale.
- The producer applying for certification shall obtain and submit to the agricultural commissioner, prior to certification, written authority from said or other certified producers on their behalf.
- A certified producer who sells certified agricultural products on behalf of another certified producer or whose products are sold by another certified producer shall keep for a period of not less than three years, the following records relating to such products:
    - Date of transfer to seller and accurate amount of products, by weight, dry measure, or count, transferred. Each separate product and amount shall be recorded according to variety.
    - Date of sale and accurate amount of products, by weight, dry measure, or count, sold. Each separate product and amount shall be recorded according to variety.
    - Names of both certified producers involved.
- A certified producer subject to this subdivision shall produce, for inspection, records required by this section upon demand of a representative of the department or county agricultural commissioner.

MARKET RULES & REGULATIONS

7. Load Sheet Requirements:

- Each producer shall itemize all products sold on their product load sheet each Market day.
- The product load sheet shall state the name and registration number of the Certified Producer.
- The load sheet shall identify each product brought to the Market as it appears on the certified producers' certificate.
- The load sheet shall state the quantity of each product sold that day. The only acceptable units are pounds (lbs.) ounces (ozs.), standard units of measure such as gallons (gals.), cups (c.), table spoons (tbs.), teaspoons (tsps.),stems, dozen eggs, and jars and pots.

Failure to properly fill out the load sheet shall result in a verbal warning and all incorrectly submitted load sheets shall be redone and resubmitted for the records.

A second failure shall result in a written warning and the vendor producer could be issued a fine up to $50.00. A third failure shall result in written warning and a mandatory $50.00 fine. A fourth failure will result in a written warning and 30 day suspension from the Market. Any further issues on correctly filling out the load sheets could result in dismissal from the Market entirely.

8. Scales:

Scales used in the Market must maintain current valid inspection seals from the County agent in charge of weights and measures.

9. Attendance:

- All vendors have the right to vacation or sick leave. It is recognized that life happens. Vendors are allowed 2 sick days per year. Vendors are allowed 2 vacation days (two weeks) leave with prior notification. It is requested that a 30 day notice be given for all vacation days and a 24 hour notice, if possible, for sick leave. Bad weather is not a reason, nor will it be accepted, for sick day leave. If a longer period of absence is needed for medical or personal reasons please notify the Market Manager and consideration, if possible, will be made to hold a producer/seller's booth space.
- A vendor that misses two consecutive Markets has forfeited their space in the Market Vendors who have forfeited their space have the right of appeal – see right of appeal for more information. Market Management cannot guarantee any vendor reentry to the Market after an extended leave of absence (4 or more absences) whether noticed or not.
- Producers/sellers are asked to notify the Market Manager if they will not be attending the next week's Market. Every effort will be made to provide a substitute vendor for the booth location. However, if the spot cannot be filled for the following week's Market, it is the responsibility of the producer/vendor to pay the minimum charge for their booth space. (This cost will vary depending on vendor type, see vendor application for minimum booth fees.)
- Vendors that arrive after Market opens will not be allowed to set up without prior approval from the Market Manager.
- Only persons listed as employees or authorized sellers for a vendor may assist any vendor (see Permits and Sales).
- Vendors and all equipment must vacate area within two hours of the close of the Market.
- Rain or Shine Market:

MARKET RULES & REGULATIONS

- "The New Farmers' Market" book by Vance Corum, Marcie Rosenzweig & Eric Gibson: Rain or Shine states: "Building loyal customers and farmers is dependent upon each knowing the other will come consistently rain or shine. Especially from a distance, farmers in sun may be unaware of rain across the hills. Conversely, a lengthy downpour may prevent farmers from harvesting while the Market is sunny. With all but a very small Market, it would be impossible to notify farmers and customers that a Market day is canceled. Build customers' faith that farmers are depending on them to come and you'll probably have about two-thirds of your normal balance. Everyone will do okay and you will have kept the continuity."

- Conversely, we are a rain or shine Market and expect our vendors to be there for our customers.
- Rainy Day Discounts: Often, in San Diego County, only light rains may pass; discounts are at the discretion of the Market Manager on site and are given for severe weather impeding the foot traffic at the Market. Discounts are 10% of total sales or $20.00 respectively.

10. Booths/Fire Safety:

All booth locations are assigned by Market Management.

Required for all booths: 2A:10B:C fire extinguisher with annual California State Fire Marshal certification tag affixed. Vendors with generators and fuel powered equipment shall have a 4A:60B:C rated fire extinguisher with annual California State Fire Marshal certification tag affixed. All food vendors will at all times have a protective covering placed on the ground directly under their canopy/work area. If a substance comes in contact with the pavement, it will be cleaned by vendor.

11. Tents/Canopies/Fire Safety:

All tents/canopies must be tied down securely or weighted. No exceptions. Tie downs will be inspected each Market day. Non-compliance will result in termination from the Market.

Standard Vendor Tents/Canopies having an area in excess of 200 square feet and or canopies placed together in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated area, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A permit from the Fire Department must be obtained. **All tents, canopies and temporary membrane structures shall be provided with a minimum (1) 2A:10B:C: FIRE EXTINGUISHER WITH ANNUAL CALIFORNIA STATE FIRE MARSHAL CERTIFICATION TAG AFFIXED.**

12. Food Vendors/Fire Safety:

- **Cooking Booths: All food vendors must follow the Department of Health regulations for farmers markets as set forth at**

http://www.sandiegocounty.gov/content/dam/sdc/deh/fhd/food/pdf/farmersmarkets.pdf

MARKET RULES & REGULATIONS

- Where cooking appliances are present, canopies shall be flame retardant treated with an approved State Fire Marshal seal attached.
- Individual canopies or groups of canopies totaling 400 square feet shall be separated by a minimum of 20 feet from other canopies. The use of charcoal and lighter fluid is prohibited and shall not be used for any reason. Smoking or open flame devices, such as candles, tiki torches, etc. shall not be permitted within or adjacent to canopies or tents.

- **Propane:** All vendors utilizing propane shall maintain all tanks in a secure and upright position at all times. The use of approved tank stands is recommended. Bulk storage of propane tanks must be in preapproved location with approved signage and security.
- **Cooking or Heating Appliances**: All cooking and heating appliances are to be of an approved type and in good working conditions. All cooking and heating devices must be vented to the outside by approved means. Where vents or flues are used, all portions of the canopy or tent shall be no less than 12 inches from the flue or vent. Cooking and heating appliance shall not be placed in close proximity to tent or canopy walls, netting, cover, etc.
- **Ground covering**: All food booths will have protective ground covering. No exceptions. Open flame and vendors who are cooking with oil and/or any other flammable substance **are required to use ground cover that has been certified by the Fire Marshall flame resistant.**
- **Food Samples:** All food samples must be kept covered.
- **Fire Extinguishers:** Required: 2A:10B:C fire extinguisher with annual California State Fire Marshal certification tag affixed. **No exceptions.** Generators and Fuel powered equipment shall have a 4A:60B:C rated fire extinguisher with annual California State Fire Marshal Certification tag affixed. (See #9 Fuel Powered Equipment)
- **Electrical Shut Off:** All electrical cooking or heating appliances shall be plugged in to an outdoor approved power tap. The power tap is to be located within 6 feet of the appliance, be easy to access and will be used in the event that an emergency shut off of the appliance is necessary.

13. Fuel Powered Equipment:

Generators and Fuel powered equipment shall have a 4A:60B:C rated fire extinguisher with annual California State Fire Marshal Certification tag affixed mounted near the equipment, within the operator's control. Generators are to be at least 20 feet from any canopy with a 3 foot fence structure around the generator for fire and safety compliance.

14. Electricity:

Extension cords and power cables must be of an approved type, appropriately rated and sized for the intended use, amperage and length. Cords, cables are required to be rated for outdoor use. Electrical cords and cables are not allowed on walkways unless an approved protective mat or ramp or other device shall protect any electrical cords or cables that are exposed to pedestrian or vehicle traffic. All electrical appliances/devices must be plugged directly into an approved power tap which is a polarized or grounded type, equipped with (circuit breaker reset), and shall be listed in accordance with UL 1363. Providing an approved power tap appliance is the responsibility of every vendor using electricity.

MARKET RULES & REGULATIONS

15. Trash/Waste:

Glass: No glass is allowed on Citronica Plaza unless it is approved (i.e. art sculpture).

Spills and Trash: All vendors are required to clean up spills on Citronica Plaza. Please notify Market Management of any spills on the Plaza. Vendors must have trash receptacles for customers and are responsible for removing any debris or trash that is generated. Violation of this rule is grounds for immediate dismissal from the Market. We are granted a privilege to vend at this location. Just as if you owned your own store front, you are expected to manage trash, waste and debris away from Citronica Plaza.

Recycling: Cans, bottles, paper and cardboard, or any other recyclable material, shall be properly disposed of properly.

Water Disposal: No water, or any liquid or material, will be disposed of down the storm drains, on adjacent plants, grass or trees, on the parking lot or sidewalk. All water must be disposed of properly -- See Market Manager for location and compliance. Again, there is no water dumping on the Plaza, on the plants, trees or grass, down storm drains or on the street. Violation of this rule is grounds for immediate dismissal from the Market.

Grease/Oil Disposal: Absolutely **NO** disposal of grease/oil is allowed anywhere at the Market. All grease/oil must be taken with the vendor and disposed of elsewhere away from the Lemon Grove Citronica Plaza. Market Management will bill costs associated with cleanup of any grease/oil to the violating vendor. Thank you for your strict compliance to this rule. Violation of this rule is immediate grounds for removal from the Market.

Ground Cover -- Again, all food vendors will at all times have a protective covering placed on the ground directly under their canopy/work area. If a substance comes in contact with the pavement, it will be cleaned by vendor immediately. Should any further professional cleaning be required by the City of Lemon Grove to clean a vendor booth space, the vendor agrees to reimburse Market Management for these cleaning charges. In the event that the City of Lemon Grove deems a larger area of the Market needs to be professionally cleaned and it is found that this cleaning is the direct result of the Market, the cleaning charge will be distributed equally to all food vendors. This fee will only be collected if the Market incurs a charge.

16. Public Safety:

All vendors are to be in compliance with the California Fire Code (CFC) currently adopted edition and the City of Lemon Grove Municipal Code. Fire hydrants shall not be blocked or obstructed at any time. All vendors must follow the rules for use of the Citronica Plaza and the City of Lemon Grove.

17. Personal Code of Conduct:

- No smoking
- No drinking
- No illegal drug use
- Appropriate clothing (it can get very cool, windy and foggy by the beach).
    - Sales persons MUST wear CLEAN attire.
    - Sales persons must practice personal hygiene.

MARKET RULES & REGULATIONS

- Gossip, rumor spreading and general negativity among participants will not be tolerated. It is considered to be an extreme violation of the Personal Code of Conduct to negatively speak to or talk about another vendor, including their products, where or with customers in the Market. Please remember the "Golden Rule – if you have nothing nice to say, say nothing."
- **Customer Service**
  Excellent customer service is expected at all times at our Market. We realize that there are people who can get on anyone's last nerve, however we expect as a business owner and professional you are able to maintain appropriate and polite exchange with all customers. The Market Manager, and/or the Assistant Market Manager acting on the Market Manager's behalf, has the authority to immediately remove any vendor who violates any rule of the Market at any time and any vendor can invoke the "Right of Appeal" process.
  Notwithstanding an extreme violation of the Market's rules or violation of any local, state or federal law, the "Progressive Discipline System" will be followed.
- Vendor disputes are NOT to be discussed between Vendors. It is NEVER appropriate for any Vendor to harass, intentioned or not, any other Vendor or their representatives. All disputes are to be taken up with Market Management. The Market Management will decide what action to take on any dispute. If a Vendor feels that their dispute is not being handled by Market Management, a Vendor is encouraged to file a written dispute. Mail your dispute to _____, Lemon Grove, CA 91945 or present your written dispute at one of the regularly scheduled meetings. Meetings are posted on our website at www.lgcfm.com (Site In-Progress)

18. Progressive Discipline System:

- The Progressive Discipline System applies to most rules and regulations as well as to the Personal Code of Conduct of the Market. Some rules and regulation have specific consequences and do not apply under the Progressive Discipline System.
  - **1-2 verbal warnings**
  - **1 Written warning**
  - **Suspension** *(A person or business may be suspended from the Market, as deemed necessary by Market Management, for extreme situations that may involve, but are not limited to, a customer complaint or other legal issue brought to the attention of the City of Lemon Grove or the Market Management.)*
  - **Termination** *(A person or business may be immediately terminated by the Market Manager if the situation so warrants. Otherwise, the above Progressive Discipline System will be followed)*
- **Market participants have the "Right to Appeal" the imposition by the Market Manager for any fine, suspension, or expulsion from this Market. See "Right of Appeal."**

19. Right of Appeal:

The Lemon Grove Certified Farmers Market is owned and operated by Help Me Johnny and Urban Herbs Vertical Farms to improve and make Lemon Grove a healthier more active and vibrant place to live. Should any vendor/producer be dismissed from the Market that vendor/producer has the right to appeal such action. Notice of the alleged violation with the factual basis for it and the proposed penalty. It is important to recognize that final decision of termination made on all appeals will be made by the owners of Help Me Johnny and Urban Herbs Vertical Farms. Under section 16,

MARKET RULES & REGULATIONS

you will find the "Progressive Discipline System" for our Market. If an appeal is requested, a vendor/producer has a right to dispute the alleged violation and the proposed penalty. Although the Market Manager, and/or the assistant Market manager acting on the Market Manager's behalf, has the authority to immediately remove any vendor/producer who violates any rule of the Market at any time, a vendor/producer may appeal to the owners and partners of Help Me Johnny and Urban Herbs Vertical Farms for continued participation in the Lemon Grove Certified Farmers Market by:

1. Submitting a notarized letter of request to appeal the decision to remove or dismiss a vendor/producer from the Market to _____.
   The letter requesting the appeal must be received within 30 days of determination or incident. Please provide letters of recommendation or further documentation regarding the incident with the appeal.
2. A vendor/producer may request to be added to the agenda of the next public meeting for Help Me Johnny and Urban Herbs Vertical Farms. These meetings are generally held on the 1st Thursday of each month. Call 619.647.6903 or go online to www.lgcfm.com for the time and location and to be added to any agenda that may be presented for the public. Any vendor/producer, without notice, may be heard at the meeting. However, if a vendor/producer disrupts a regularly scheduled public meeting, without notice, the vendor/producer will be asked to leave and their public appeal request letter will be denied.
3. The letter of appeal will be reviewed by the owners and partners at their next regular meeting of the board and a final decision of the Board of Directors will be made at that time.
4. A formal written decision/response will be mailed to vendor/producer no later than 3 days from final determination.

MARKET RULES & REGULATIONS

20. Other Important Contact Information

City of Lemon Grove Business License Information is located at Lemon Grove City Hall, 3232 Main Street, Lemon Grove, CA 91945. Business Licenses can also be applied for online at http://www.lemongrove.ca.gov/business/business-licenses. For more information on Business Licenses contact Brenda Wardrip, License Clerk, at (619) 825-3800 or e-mail: bwardrip@lemongrove.ca.gov.

City of Lemon Grove Fire Department is located at 7853 Central Ave, Lemon Grove, CA 91945. The fire marshal may routinely inspect our Market for assistance in maintaining a safe environment for our community. The fire department is available to answer any questions you may have regarding fire safety and compliance issues. The phone number for the Lemon Grove Fire Department is (619) 825-3835

City of Lemon Grove Sheriff Department is located at 3240 Main St, Lemon Grove, CA 91945 (619) 337-2000. We encourage police presence at our Market.

Department of Agriculture, Weights and Measure

9325 Hazard Way, Suite 100, San Diego, CA 92123
Phone: (858) 694-2739 FAX (858)467-9697 http://www.sdcawm.org

Additionally, for information on how to become a certified producer go to the County of San Diego online at http://www.sdcounty.ca.gov/awm/farmers_Markets.html.

San Diego County Department of Environmental Health

To become a food vendor please refer to the County of San Diego's Department of Health online http://www.sdcounty.ca.gov/deh/food/tempevents.html (858) 505-6809.

State Board of Equalization -- Seller's permits can be obtained at http://www.boe.ca.gov. Seller's permits are free and vendors will more than likely hold more than one seller's permit. A seller's permit is required for each location that the vendor conducts business. For the Lemon Grove Certified Farmers Market this location is Citronica Plaza, 7401 North Avenue, Lemon Grove, CA 91945.

** NO Fair Trade Vending --- An example of "Fair Trade" would be buying muffins at Costco and selling them at the Market for a profit – if you didn't make the muffins yourself we would not want you to sell these at our Market. Another example is buying products from overseas, such as hats or scarves and, again, selling them for a profit at the Market.

We wish you every success in the

Lemon Grove Certified Farmers Market