

# City Council Special Meeting Agenda



**MARCH 15, 2016**

**6:00 p.m.**

**City of Turlock Yosemite Room**

**156 S. Broadway, Turlock, California**

**\*\*and via teleconference:**

320 N. Dearborn St, Chicago, IL 60654  
(312) 744-1900

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Mayor  
**Gary Soiseth**

Interim City Manager  
**Michael I. Cooke**  
City Clerk  
**Kellie E. Weaver**  
City Attorney  
**Phaedra A. Norton**

Council Members

**William DeHart, Jr.**      **Steven Nascimento**  
**Matthew Jacob**        **Amy Bublak**  
   Vice Mayor

**SPEAKER CARDS:** To accommodate those wishing to address the Council and allow for staff follow-up, speaker cards are available for any agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

**NOTICE REGARDING NON-ENGLISH SPEAKERS:** The Turlock City Council meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

**EQUAL ACCESS POLICY:** If you have a disability which affects your access to public facilities or services, please contact the City Clerk's Office at (209) 668-5540. The City is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

**NOTICE:** Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item.

**AGENDA PACKETS:** Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at [www.cityofturlock.org](http://www.cityofturlock.org) and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

1.    **A.    CALL TO ORDER**

**B.    SALUTE THE FLAG**

2.    **PUBLIC PARTICIPATION – LIMITED TO ITEMS DESCRIBED IN THE NOTICE FOR THIS MEETING**

This is the time set aside for citizens to address the City Council concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

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3. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**

4. **CONSENT CALENDAR:**

Information concerning the consent items listed hereinbelow has been forwarded to each Councilmember prior to this meeting for study. Unless the Mayor, a Councilmember or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Council. The action taken by the Council in approving the consent items is set forth in the explanation of the individual items.

A. Motion: Accepting Minutes of Special Meeting of February 20, 2016

5. **PUBLIC HEARINGS:**

Challenges in court to any of the items listed below, may be limited to only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the Turlock City Council at, or prior to, the public hearing.

6. **SCHEDULED MATTERS:**

A. Request to select an operator to operate, manage and market a certified farmers market located on City of Turlock property. (*Van Guilder*)

**Recommended Action:**

Motion: Selecting an operator to operate, manage and market a certified farmers market located on City of Turlock property

7. **ADJOURNMENT**

The foregoing meeting is hereby called by Mayor Gary Soiseth at the above mentioned date and time pursuant to California Government Code §54956.



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GARY SOISETH, Mayor

FEBRUARY 20, 2016  
 1:00 p.m.  
 City of Turlock Yosemite Room  
 156 S. Broadway, Turlock, California

MINUTES  
 Special Meeting  
 Turlock City Council

\*\*and via teleconference:  
 Fairfield Inn & Suites Morgantown  
 161 Lewis Drive  
 Morgantown, WV 26501  
 Telephone No. (304)598-5006



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1. **A. CALL TO ORDER** – Mayor Soiseth called the meeting to order at 1:02 p.m.  
 PRESENT: Councilmembers Amy Bublak (*by teleconference*), Bill DeHart, Matthew Jacob, Steven Nascimento, and Mayor Soiseth.  
 ABSENT: None

**B. SALUTE TO THE FLAG**

2. **PUBLIC PARTICIPATION:** Mayor Soiseth noted that public participation would be allowed throughout the meeting.

**3. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:**

Mayor Soiseth asked City Attorney Phaedra Norton to define conflicts of interest and disqualifications.

City Attorney Phaedra Norton stated that typical types of conflicts of interest that Council deals with are financial conflicts of interest, noting the Political Reform Act comprehensively deals with financial conflicts of interest. Ms. Norton stated that based upon information she has, no member of this Council has a disqualifying conflict of interest of the Political Reform Act.

Mayor Soiseth noted that Councilmember Bublak is participating via teleconference.

4. **CONSENT CALENDAR:** None

5. **PUBLIC HEARING:** None

**6. SCHEDULED MATTERS:**

- A. Parks, Recreation and Public Facilities Director Allison Van Guilder presented the staff report on the request for Council to provide comments and direction to staff on the newly updated, draft Special Event Permit Process and Policies.

Director Van Guilder outlined the goals of revamping the existing process, highlighted some of the proposed key changes such as a prioritization schedule and permit application fee, and noted this item would be brought back to Council at a future date for more robust conversation and approval.



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Council and staff discussion included identifying the types of events that would fall under the proposed special event permitting process and the application, timeline, and approval processes. Additional discussion included the types of reoccurring events that will not be subject to the proposed special event permitting process, review and findings of other municipalities with similar processes, and seeking feedback from community members such as the Turlock Downtown Property Owners Association.

Mayor Soiseth opened public comment. No one spoke. Mayor Soiseth closed public comment.

**Action:** None. Discussion only.

- B. Parks, Recreation and Public Facilities Director Allison Van Guilder presented the staff report on the request to determine the Certified Farmers Market Located on City Property is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15323 (Normal Operations of Facilities for Public Gatherings) and Section 15304(e) (Minor Alterations to Land) and; Approving the Request for Proposal for a Certified Farmers Market Located on City Property and the sample rating sheet and the draft revocable license agreement.

Mayor Soiseth opened public comment.

Alice Pollard spoke regarding the importance of considering an applicant's track record or "good standing" and conducting background checks when evaluating proposals.

Jeani Ferrari spoke about the history of the Turlock Farmers Market Committee and its efforts in creating a downtown market with long-term success, the importance of ongoing partnerships between the City and the Turlock Downtown Property Owners Association, a prior grant awarded to the market by the City, and the standard processes required by the City. Ms. Ferrari also spoke about her past experience with City road closure approvals, how she was notified there was an additional market applicant, and concerns about the RFP process.

Steve Elliot, on behalf of Dana McGarry, spoke against the RFP process and in favor of collaborating with the Turlock Certified Farmers Market Board and staff, acknowledging the public's support of the existing market, and honoring the existing partnership.

Brad Bates spoke regarding a personal letter he delivered to the Mayor one week ago noting concerns of potential conflicts of interest and the appearance of impropriety. Mr. Bates also spoke about Fair Political Practice Commission (FPPC) advice and rulings, the Mayor recusing himself from this item, and the importance of transparency and accountability for public officials.

At the request of Mayor Soiseth, Interim City Manager Michael Cooke reminded attendees that the focus of this item was to address the content of the RFP, not reconsider the decision to proceed with the RFP process.

Elizabeth Claes questioned the intent of the RFP and expressed concerns about Council having full power over deciding who operates the market and the treatment of current and future groups who want to build community events and programs.



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Holli Walker and Donna Reeves spoke in favor of the existing Turlock Certified Farmers Market for reasons including supporting nonprofit organizations, local farmers and merchants, building community, providing access to fresh, local produce, improving the economy, and reinforcing local jobs and networks.

Kevin Wang spoke about potential conflicts of interest, appearance of biases, and financial contributions received from Mr. Cipponeri and associated family members.

TCFM Board of Directors Member Ann Strahm spoke against the proposed RFP process for reasons including it will require a more labor/legal/financial intensive process and be devastating to volunteerism in the community.

Mary Jackson provided information about the formation of the Turlock Certified Farmers Market and spoke in favor of the existing market for reasons including the opportunities it provides to promote the downtown area and bringing fresh fruits and vegetables to the entire community. Ms. Jackson also spoke regarding past accusations of conflict of interest matters during the time she served on the Council and the need for tin cup regulations.

Bob Crawford spoke regarding his experience as a performer at the market and in favor of including a right of first refusal option in the RFP.

An unidentified member of the audience spoke regarding letters of interest received by Mayor Soiseth being in favor of the existing Turlock Certified Farmers Market.

Brian Kennedy spoke against a for-profit market and concerns over potential fees associated with such a market.

Lauren Byerly spoke in favor of incorporating a prioritization schedule into the RFP. She also spoke regarding concerns over potential fees that would be passed on to vendors or consumers should a for-profit market be selected.

Dave Colnic spoke against the RFP for reasons including the negative attention Turlock is receiving as a result of the recent issues associated with the farmers market, and in favor of the community oriented spirit of the Turlock Certified Farmers Market and urged Council to reject the RFP and award the market based on merit and past success to the Turlock Certified Farmer's Market.

Nick Schuller spoke against the RFP for reasons including that the community's interests and concerns are not adequately represented in the RFP, discarding the RFP, and the potential of forming a partnership with the Turlock Certified Farmers Market.

Mario Alvarez requested clarification on whether the special event permit process identified earlier in the meeting would apply to events on private property.

Soraya Fregosi, Planning Commission member and a member of the task force responsible for reviewing the draft RFP, spoke against the RFP for reasons including the importance of bringing businesses to Turlock in a cost effective manner and honoring people who work hard and invest in the community, but noted her appreciation for being



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part of the review process. Ms. Fregosi recommended awarding the RFP to the Turlock Certified Farmers Market for the upcoming year to allow staff and Council time to develop a more thorough RFP.

Kathy Farbor spoke against the RFP and in favor of the Turlock Certified Farmers Market for reasons including the importance of supporting nonprofit organizations and the no-cost services they provide to the community.

A member of the Turlock Garden Club spoke against the RFP and in favor of the Turlock Certified Farmers Market for reasons including the benefits the market provides to the community and environment. She also asked that Council consider tin cup regulations with an open policy.

Len Bell spoke against the RFP process and asked if the Council could change their minds.

CSU Stanislaus Professor and Director of the ABC Project Susan Neufeld, in favor of the Turlock Certified Farmers Market for reasons including the benefit the market provides to children in the community through the nonprofit ABC program and noted concerns that the RFP will limit her participation in a future for-profit market.

Ingrid Balisha requested information regarding how each Councilmember voted on the item directing staff to move forward with developing an RFP for the farmers market.

Ken Packwood spoke against a for-profit market for reasons including that once additional charges are added, vendors may no longer be able to afford to participate and will have to leave.

Director Van Guilder noted concerns, provided information, and made authorized updates to the Draft RFP and the Draft Revocable License Agreement as identified and discussed as follows and as listed in Exhibits A and C, attached to Resolution No. 2016-029:

Discussion related to "Non-Profit Participation" included number of designated spaces and frequency of non-profit participation.

*Councilmember Jacob stepped down from the dais at 2:43 p.m.*

Discussion related to "References" included background check criteria, references, and market experience.

*Councilmember Jacob returned to the dais at 2:47 p.m.*

Council and staff discussion included reconsideration of the RFP for reasons including opposition from the community as well as key stakeholders involved in the RFP review process and concerns related to it being a flawed process.

*Councilmember DeHart stepped down from the dais at 3:01 p.m.*

*Councilmember DeHart returned to the dais at 3:03 p.m.*



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Discussion related to "Evaluation/Selection Criteria" included market mission and vision.

Discussion related to "Expanded Vendors" included operator's vision and vendor mix at the market, market duration, and right of first refusal.

Discussion related to "City Interests" resulted in revising language to reflect the Operator's vision.

Discussion related to "Response Requirements" resulted in removing language regarding longest market possible and adding language about the operator's vision of the market length.

Discussion related to "Social and Environmental Responsibilities" included restroom requirements, soliciting vendors within a certain mile radius, definition of a local market, vendor and grower location/proximity to the market, and the perks of local farmers markets as community builders.

Discussion related to "Compensation for Use of City Property" resulted in removing this language from the RFP.

Discussion related to "Competitive/Joint Proposals" included encouraging willingness to work together and resulted in removing this language from the RFP.

*Councilmember Jacob stepped down from the dais at 3:58 p.m.*

Discussion related to "Cyber Liability" resulted in removing this language from the RFP.

Discussion related to "Award of the Agreement" included the lack of community input, reporting requirements for council once a market operator has been selected, and right of first refusal for the current supplier based on record of success and if this right/option could be retroactive. Additional discussion included the appropriate document to add right of first refusal language.

*Councilmember Jacob returned to the dais at 4:03 p.m.*

Discussion related to "Operator to Read" resulted in a formatting change made.

Discussion related to "Nondiscrimination Clause" resulted in a language change to add the term "gender."

Discussion related to "Licenses and Certification" resulted in language being removed from the RFP.

Discussion related to "Grant Revocable License Agreement" included concerns about the City Manager having sole authority to approve or change the annual schedule and the preference being the City Manager and Market Manager have joint authority with any discrepancies being the decision of the Council.

Discussion related to "Maintenance" included concerns about the hourly fee, the need to protect the City and the market, and applying charges based on actual costs.



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Discussion related to "Term of Agreement" included adding language that allows Council the option to extend the term of an agreement.

Council, staff and public discussion related to the Draft RFP and the Draft Revocable License Agreement included identifying and supporting the community's mission, concerns over market duration, right of first refusal, processes and options for a secondary market, the ability to grandfather in the Turlock Certified Farmers Market, and the importance of listening to the desires of the community.

Mayor Soiseth closed public comment.

Final Council discussion included the importance of transparency, volunteer organizations, working together, community input, concerns over moving forward too quickly with the process, the potential for collaboration between market applicants, a desire to see a successful farmers market operating in Turlock, and sensitive timelines associated with the RFP process and award.

**Action:** **Resolution No. 2016-028** Determining the Certified Farmers Market Located on City Property is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15323 (Normal Operations of Facilities for Public Gatherings) and Section 15304(e) (Minor Alterations to Land) was introduced by Councilmember Jacob, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
No	No	Yes	Yes	Yes

**Resolution No. 2016-029** Approving the Request for Proposal for a Certified Farmers Market Located on City Property and the sample rating sheet and the draft revocable license agreement was introduced by Councilmember Jacob, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember Jacob	Mayor Soiseth
No	No	Yes	Yes	Yes

- 7. **MATTERS TOO LATE FOR AGENDA/NON-AGENDA ITEMS:** None
- 8. **COUNCIL ITEMS FOR FUTURE CONSIDERATION:** None
- 9. **COUNCIL COMMENTS:** None





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10. **CLOSED SESSION:**

City Attorney Phaedra Norton introduced the Closed Session Item.

- A. Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(d)(1)  
"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Litigation, to which the local agency is a party, has been initiated formally."  
Name of Case: MCI Engineering, Inc. v. City of Turlock; and Does 1 to 50, Inclusive

**Action:** No reportable action.

11. **ADJOURNMENT:**

Motion by Councilmember Nascimento, seconded by Councilmember DeHart, to adjourn the meeting at 5:05 p.m.

RESPECTFULLY SUBMITTED

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Jennifer Land  
Deputy City Clerk



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# City Council Synopsis

March 15, 2016



6A



From: Allison Van Guilder, Parks, Recreation & Public Facilities, Director  
Agendized by: Michael I. Cooke, Interim City Manager

## 1. ACTION RECOMMENDED:

Motion: Selecting an operator to operate, manage and market a certified farmers market located on City of Turlock property

## 2. DISCUSSION OF ISSUE:

As a result of the Request for Proposal process 16-342 for the Operation, Management and Marketing of a Certified Farmers market Located on City of Turlock Property, the City received two proposals (Exhibit A) from the following organizations:

Turlock Certified Farmers Market  
Golden State Farmers' Markets Association

While a third organization, California Farmers Market Association, attended the mandatory pre-proposal meeting, they did not submit a formal proposal.

As identified on Page 4 of the RFP, complete proposals shall consist of the following:

- Proposal Cover Sheet, Exhibit "A" and the Operator's response to the "Response Requirements"
- At least three qualifying references, Exhibit "B"
- Operator's Exceptions, Clarifications and Amendments, Exhibit "C"
- Insurance Declarations, Exhibit "D"
- Provide one (1) original and five (5) copies of the proposal

Staff has reviewed the two proposals for completeness and have found both to be complete as set forth above. Therefore both operators have been invited to submit their proposals to the City Council.

While the proposals have deemed to be complete we note the following:

**Turlock Certified Farmers Market (TCFM):**

Proposal

- 1) Proposal submitted did not reference “operational guidelines/rules” as requested under item 1.5.
  - a. Upon following up with the operator, we were advised that attachment C-14 “Market Rules” should be used to meet this requirement but was only referenced under the “Vendor Regulatory Compliance Program” item 1.11.
- 2) TCFM has requested amendments to the agreement under Exhibit “C” of the proposal labeled “Exceptions”.
- 3) The Certified Farmers Market Designation form submitted listed the TCFM as a Certified Producer. Upon following up with the operator, it was explained this was a mistake as they are a registered non-profit.

Selection/Evaluation Criteria

- 1) Only 1 year of tax documentation (990-N e-Postcard) was included in the proposal. Item 5) of the “Evaluation/Selection Criteria” asks for supporting tax documents for at least the past three (3) years.
  - a. Upon following up with the operator, it was explained that TCFM was advised by their CPA they are in good standing and only obligated to file once every three years.

**Golden State Farmers’ Markets Association (GSFMA):**

Proposal

- 1) Proposal submitted did not reference “by-laws” as requested under item 1.5.
  - a. Upon following up with the operator, it was determined that LLC’s do not function with by-laws, instead they use “Operating Agreements”. Since the RFP did not specifically request this document, we have accepted the operating agreement as a supplement to the Rules and Regulations already submitted under item 1.5.

Selection/Evaluation Criteria

- 1) The proposal did not include 3 years of tax documents. Item 5) of the “Evaluation/Selection Criteria” asks for supporting tax documents for at least the past three (3) years.

- b. Under Item 1.9 Budget, the operator explained that they were incorporated in January of 2015 and have not yet had to pay state or federal taxes and, therefore, cannot attach any tax returns to the proposal. The operator, if selected, is willing to place \$25,000 into an escrow account designated by the City as security for any market-related claims or debts.

Staff has also conducted reference checks on both entities receiving generally positive responses for both.

A score sheet has been attached as Exhibit "B". Both organizations have agreed on a twenty (20) minute time frame for oral presentations and the order will be determined by drawing numbers before the start of the meeting.

Upon Council's selection of the successful operator, the City will then initiate contract negotiations with the identified operator to finalize an agreement. This agreement will be presented to Council for final approval at the March 22, 2016 meeting.

**3. BASIS FOR RECOMMENDATION:**

**1. Policy Goal #5 – Economic Development**

- a. **General Principle #3 – Support the business community.**

**2. Policy Goal #7 – Quality Community Programs**

- a. **General Principle #3 – Focus on partnerships to expand services and the number of citizens served.**

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

No fiscal impact.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

**7. ALTERNATIVES:**

A. Council could select neither proposal.

B. Council could request the operators to confer and combine proposals.



Proposal in Response to Request for  
Proposal No. 16-342

March 8, 2016



**Turlock Certified Farmers' Market  
Established 2010**

March 8, 2016

Ms. Allison Van Guilder  
Parks, Recreation and Public Facilities Department  
City of Turlock  
144 South Broadway  
Turlock, CA 95380

RE: Proposal to manage and operate  
the Turlock Farmers' Market.

Dear Allison,

It is a pleasure for the Turlock Certified Farmers Market to submit a proposal for the operation, management and marketing of the Turlock Farmers Market.

With a proven track record, TCFM has six years of successfully attracting local vendors, farmers and community members to the Downtown. Over 2,000 community members attend the market each week, finding quality local produce, processed foods and handmade goods. The market has put feet on the streets of downtown Turlock that, in turn, bring new customers to the downtown restaurants and shops. Economic benefits are gained while providing a weekly wholesome community gathering.

The TCFM has been endorsed by Turlock downtown merchants, the Turlock MOM's Club, the Modesto Certified Farmers Market and local farmers. The board and management work to provide a wide range of educational activities and venues by partnering with local non-profits, the City of Turlock and the Turlock Downtown Property Owners' Association. TCFM is proud to connect the community with local farmers and agricultural food producers which encourages a deeper connection of where our food comes from and has worked to foster a culture of trust between the two groups. The character of the market is local, homegrown and family friendly.

Thank you for your consideration.

Sincerely,

Elizabeth Claes, Chair  
Turlock Certified Farmers Market

EXHIBIT "A"

CITY OF TURLOCK  
REQUEST FOR PROPOSALS NO. 16-342  
Operation, Management and Marketing of a Certified Farmers Market  
Located On City of Turlock Property

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PROPOSAL COVER SHEET

PROPOSAL CLOSING DATE AND TIME: MARCH 8, 2016, 3:00 PM

The City of Turlock invites sealed Proposals which shall be enclosed in an envelope clearly marked:

**Operation, Management and Marketing of a Certified Farmers Market  
Located On City of Turlock Property  
REQUEST FOR PROPOSAL NO. 16-342  
CLOSING DATE AND TIME: MARCH 8, 2016, 3:00 PM**

- 1) Return original Proposal to: City of Turlock  
Parks, Recreation and Public Facilities  
144 S. Broadway  
Turlock, CA 95380-5435
- 2) Operator must complete and sign this Proposal form.

OPERATOR TO READ

NO PROPOSAL IS VALID UNLESS SIGNED BY THE PERSON MAKING THE PROPOSAL AND ALL BLANKS ARE FILLED IN. THE PERSON SIGNING WILL BE RESPONSIBLE FOR RECEIVING OFFERS, CONDUCTING NEGOTIATIONS, AND ADMINISTERING THE AGREEMENT, IF AWARDED.

Organization: Turlock Certified Farmers Market

Address: P.O. Box 154, Turlock, CA 95381

Telephone Number: 209-225-8177 Fax Number: \_\_\_\_\_

E-Mail Address: turlockmarket@gmail.com

Authorized Representative (Printed Name): Elizabeth Claes

Title: Board Chair

The undersigned, upon acceptance, agrees to furnish all of the services in accordance with requirements, specifications, terms and conditions of this RFP for the Operation, Management and Marketing of a Certified Farmers Market Located on City Property dated xx.

**Nondiscrimination Clause**

- a) In connection with the execution of the agreement, the terms and conditions of which will be determined by the City, OPERATOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, sexual orientation and sex or national origin. OPERATOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. OPERATOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, OPERATOR shall comply with the provisions of Section 1735 of the California Labor Code.
- b) Operator and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Operator shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Operator shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hour notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

**Non-discrimination of the Handicapped:**  
**Policy Statement**

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Operators and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

**Transportation of Hazardous Materials:**

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Operator hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses

and registrations applicable to transporters and transportation of toxic and/or hazardous materials/ substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

**Drug Free Workplace**

Operator/Operators certify/certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

**Licenses and Certifications**

Operator's License No. 50-041515-01 Expiration Date: 4/15/16

Operator certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any Proposal submitted without the above information, or Proposal containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock, as set forth in this Request for Proposal 16-342 including, but not limited to, to reject any or all received and to waive any informality or minor defects in Proposal received and the right to request multiple Operators to confer and combine Proposals if deemed in the best interest of the City.

Turlock Certified Farmers Market

Company Name

Elizabeth A. Claes

Signature of Authorized Representative

45-5070323

Federal Tax ID Number

***\*Failure to clearly mark the original and provide original signature may result in a Proposal being found non-responsive and given no consideration.***



## **Turlock Certified Farmers' Market Established 2010**

### **1.1 Dates, Time and Location of Market**

The Turlock Certified Farmers' Market (TCFM) has operated Turlock's downtown market for six years (2010-2015) for the benefit of the community and local farmers. During the first five seasons, the market was located on Broadway (See Exhibit C-1). In 2015, TCFM moved to Main Street between Center and Palm Streets (See Exhibit C-2). The change in location accompanied the long-awaited switch from a Friday morning market to Saturday morning. Our vendors, whose numbers have doubled since 2010, told the board it was time to make the move to Saturday. In spite of TCFM's new location and day of the week, hours remained the same as vendors unanimously supported a morning market that operated from 8:00 AM – 1:00 PM. Thousands of people attend this market on a weekly basis, serving the community of Turlock with easy access to the bounty of harvest fresh from local family farms. TCFM would like to continue on this two block stretch of Main Street, between Center and Palm Streets. In 2016, TCFM will consider operating from the first Saturday in May through November 18, a total of 29 weeks. The TCFM board is considering extending the market season by 3 weeks, pending a poll of downtown business owners, market farmers and vendors to evaluate the impact of this change affected. Additionally, TCFM can further adjust its weeks of operation if there is a request for change by the market farmers and food producers, the community, and only with support of the downtown businesses whose storefronts are directly impacted by the market.

*History of the Broadway location* – In early 2010, the original farmers market committee decided that the market would be operated on Friday mornings. While downtown was an obvious location for the market, a specific site needed to be identified. From the beginning, a Councilmember proposed the market be near west side neighborhoods, in the belief that the underserved neighborhoods would benefit from the close proximity. Additionally, students from Wakefield and Osborn Elementary Schools would have access to the market for field trips. The committee found good logic in the west side location and the search began for the specific street; Broadway was the answer.

### **1.2 Vision**

*History of Certified Farmers' Markets in California* – The development of Certified Farmers' Markets in California began in 1977 as a response to the demand by urban dwellers for access to the fresh products of local farms. The State of California developed the *Direct Marketing Program* to allow for genuine farmers to sell their crop to the nearby community/neighbors free from the infiltration of resellers (vendors who purchase produce from other farmers and sell it as their own harvested crops) and/or those who brought produce from outside the state or the country. The state established the farmers' market certification program to build parameters to facilitate legitimate sales direct from farmer-to-consumer. The regulations allow certified producers (certified by their County Agricultural Commissioner) to offer produce exempt from standard pack, standard container, labeling, sizing, and grading. Under state guidelines, a certified farmers' market can only be operated by a non-profit organization, a government agency or a certified producer so that no individual or entity is able to gain personally from the benefit derived from the *deregulation* of the certified producers' exemption from shipping regulations.

State, local and federal government agencies quickly rallied to provide workable parameters to host real farmers' markets in their public spaces: Caltrans, one of the first to act, entered into an intra-agency agreement with the California Department of Food & Agriculture to hold the Stockton and Sacramento Certified Farmers' Markets in the Caltrans Park 'N Ride lots. Each contract was \$1 per year fee to hold the certified farmers' market at the lot. Fast behind the Department of Transportation was the Civic Center in San Francisco, Cabrillo College (1980) and many other community colleges, State college campuses, city parks (Sonoma, et al.), county fairgrounds (eg. Marin), library parking lots, transit stations (BART, VTA, et al.), street closures in downtowns, Golden Gate Park, university parking lots, utility company parking lots, shopping centers and more. The history of certified farmers' markets in California reveal the extent to which providing fresh, local produce has remained a governmental priority for many types of governmental agencies.

Today, there are over 800 certified farmers' markets in California with about half of them being held weekly in public spaces. Most receive use of some facility services ranging from providing restrooms, security staff, consumer parking, waste disposal, etc. As many Main Street and Broadway businesses in Turlock have attested, markets provide significant economic benefits when they are held in or near a central business district.

The public/community benefit derived by those who reside near the farmers' market is the ability to gain access to fresh fruits and vegetables *direct from local farms*. The "mutual" benefit as described by the franchise tax board, in their classification of a non-profit organization, is that the consumers derive benefit from being able to purchase directly from growers, while farmers benefit from being able to sell their fresh crop to nearby communities. The shortened time from harvest to sale allows for produce to experience less stress in shipping, be allowed to ripen on the tree/vine, and for the farmer to use less fuel and packing supplies. The consumers benefit by having access to fresh products that contain increased nutritional value in addition to being able to purchase produce not often available in supermarkets with national suppliers. TCFM fulfills the broader mission of the farmers market – to educate the public about the health and nutrition connected to eating a variety of fruits and vegetables.

The Turlock Certified Farmers Market Bylaws were derived from and are guided by the principles and parameters of the *Direct Marketing Program, State of California*. **In ARTICLE II, Section 1, of the TCFM Bylaws and Rules it states: "The Turlock Certified Farmers Market provides the community of Turlock and the surrounding areas with a venue to connect with local farmers and agricultural product producers which encourages a deeper connection of where our food comes from, provides access to locally-grown, fresh, and healthy produce/food items, and educates about the agricultural products that are local to our area."** The character of the market is local and homegrown.

TCFM believes the size of the market and its number of growers and food purveyors, must have "critical mass" to attract and maintain a vigorous customer base. A successful Certified Farmers' Market provides consumers with several options for each crop. It is this desire "to shop and compare" that satisfies the consumers' need to have found the best of that crop at a reasonable and fair price. TCFM helps farmers foster a loyal customer base when they bring their best harvest each market day. TCFM reserves 40-45 stall spaces each week during the peak agricultural season. The market product mix is pre-assigned in the annual reservation system. The board limits the number of vendors selling similar goods. By limiting the number of vendors selling the same produce or goods, our vendors make the profit they deserve. The addition of specialty food

purveyors originated when markets wanted honey, cut flowers, dried nuts and jams, bread and eggs; TCFM offers a broad range of all these specialty products. Currently, certified farmers' markets are finding it increasingly important to offer grass-fed beef, and TCFM is fortunate to have a local grass-fed beef vendor, one of our newest and most popular booths.

The Turlock market has been an invaluable asset to our local vendors by supporting their livelihoods in a time when it's often difficult to find profitable venues. TCFM is committed to supporting local farmers and takes pride in the fact that the majority of farmers come from less than 50 miles from the market, promoting the area's local, seasonal produce. TCFM defines "local" as 50 miles or less to reduce transit times and cost, provide the highest quality produce to our local community, and connect Turlockers with their neighbors, the farmers who provide their produce. However, TCFM has a policy to allow agricultural products grown outside of the fifty-mile radius if the commodity is not offered for sale by the local TCFM growers. Therefore, farmers who come from a greater distance -- outside the area deemed "local" -- can have booth space thus allowing for a greater variety of farm fresh products for the public to purchase and enjoy.

The TCFM plans to further support our growers through the *Farmer Merchandising Program* in which growers who showcase their wares at a higher level of presentation are better prepared for success at the market. The most important merchandising element is to select and/or modify stalls in their product offerings and presentations to "bring the farm to the city," and emphasize the trend toward *Buy Fresh Buy Local*. The emphasis with the *Buy Fresh Buy Local* campaign is the distance from the field to table. The farms are located about 50 miles on average from the market as opposed to some 1,500 miles from field to table in the conventional shipping channel. This "green" attribute of eating "local" is becoming increasingly popular.

Beyond educating our vendors through this program, TCFM will hold a seasonal seminar to teach merchandising at the farmers' market. This seminar will help our growers be as successful as possible in our market. We will continue to educate our farmers and vendors on the importance of presentation and sales techniques.

The TCFM board and market manager stays engaged with vendors by informal communication as well as through formalized surveys and evaluations. At the beginning of every season, TCFM holds a Vendor Breakfast to interact with vendors and present the rules and regulations for the season, including a question and answer period following the Power Point presentation held at Turlock City Hall. In the past, surveys have been sent out mid-season to evaluate performance and garner feedback. At the end of the season another evaluation is sent to vendors to get additional feedback about the year and to facilitate new ideas or changes.

Additionally, an extremely important focus of TCFM is community-building. The market has proven to be a popular place for people to meet and buy locally grown foods as well as prepared foods sold by local food vendors at the market. These *local* food vendors have added an important component to the market – their addition enhances the desire for community members to gather in Turlock's town center. The downtown businesses enjoy the added foot traffic which they state has increased retail and restaurant sales. Throughout the season, events, such as Harvest Festival, Art at the Market, and Municipal Services Day, have also helped to build community.

### **1.3 Background/Experience**

TCFM has a strong proven experience in the successful management of a farmers market. From the beginning, it has been a team effort. The original farmers market committee was a collaborative group made up of 1.) city representatives, 2.) farmers, 3.) community members, 4.)

university faculty and 5.) the downtown property owners' executive director. The committee brought a broad range of experiences, perspectives and talents to the table in developing a successful downtown farmers market. Ongoing input from the city and TDPOA has been invaluable. Along with the relational continuity these ongoing partnerships provide, the TCFM board brings experience in the areas of business, social media, community connections, education, and the passion that a non-profit organization brings to the table, literally and figuratively. On-the-job learning has been an important asset for our successful market. Our board members and two market managers were quick to understand the dynamics of operating a market. (See Exhibit C-3).

TCFM has grown to average about 40-45 vendors each week. TCFM believes in quality over quantity, and has chosen to operate a single location that is solely focused on the needs of Turlock.

#### **1.4 Market Team**

The Board of Directors is comprised of 9 key community leaders who span the public and private sector. It is comprised of a mix of farmers, vendors and community volunteers who reflect the rich diversity that make up Turlock. Often, farmers' market boards are made up of vendors only. The TCFM board recognized that community connections enhance the market so providing booths and space to local non-profits has continually been a priority. In addition, board diversity brought in important sponsors that not only help TCFM balance the operating budget, but are also important community connectors. From the very beginning, TCFM has had local sponsors that participate, educate and bring a true sense of community to the market each week. As previously stated, TCFM's sole focus is Turlock and the list of projects is the six years of running a successful non-profit market.

#### ***Board of Directors***

**Junko Broadwater** is a Turlock resident and a local real estate agent at Aspire Home Real Estate. She joined the Turlock Certified Farmers Market Board with the hope of supporting local farmers and small businesses. Junko believes that a healthy lifestyle, including fresh produce and exercise, along with community involvement, helps to create a vibrant quality of life; she has worked to incorporate these elements within the market season. Junko holds a BA in literature. She is a former board member in the local non-profit chapter of MOMS Club in which she remains active. Junko brings a passion for enriching family experiences to the Turlock Certified Farmers Market.

**Elizabeth Claes** is a community member who has loved coming to TCFM since it began, first as a customer and in 2013, as a board member. She became chair of the board in 2014 and was instrumental in helping TCFM become a 501(c)3, in facilitating the market's move from Fridays to Saturdays and its move to Main Street. Elizabeth has a degree in elementary education, is former vice president of Turlock Nursery School and is currently developing the non-profit organization, Bike Turlock. Elizabeth is a community volunteer and brings enthusiasm and energy to the market each week; she has broadened our commitment to local non-profit organizations and has been a champion of education at the market.

**Jeani Ferrari** is a dedicated community volunteer who is proud of her involvement with TCFM. She was one of the original group who believed that a successful farmers market could thrive in Turlock. Jeani's passion for Turlock's downtown was and is contagious; she was on the Turlock Downtown Revitalization Committee in the late 1990's. Her commitment to a thriving downtown has been invaluable in developing the market (Exhibit C-4). She serves as a charter board member and chairs the Sponsor Committee. Her active participation in so many areas of the market, from

helping with set up and staffing of the information booth during the first years, to social media, school tours and special events, is a testament to how committed she is and how important volunteers are to the success of TCFM.

**Brandon Follett** is a community member who became involved with TCFM in the inaugural 2010 as the first Market Manager. With a background in marketing and a keen vision for developing strategic growth, Brandon cultivated relationships with vendors, sponsors, city/county personnel and community members to help establish the market in the community. In 2012, after completing his MBA degree, Brandon became a member of the TCFM Board of Directors, where he serves as Treasurer. Professionally, he works in international sales for Hilmar Cheese. Brandon is proud to have instilled in his two young children a love for spending time at the market each week and works to keep a focus on enriching children's lives with a happy and safe environment.

**Jessica Irish** is a Turlock resident and active community leader. She works as the Philanthropic Services and Marketing Officer for the Stanislaus Community Foundation and as a Stanislaus Business Alliance Small Business Development Center marketing consultant. She also serves as a board member for the Turlock Certified Farmers Market, Turlock Young Professionals and the Advancing Children of Turlock Club. Before her career in marketing, Jessica was a news reporter and producer with more than ten years of experience in TV and video reporting, writing and production. Jessica graduated from the Annenberg School of Journalism at the University of Southern California where she received her B.A. in Broadcast Journalism and minored in Business Administration. Her stories, during her reporting career, earned her four Emmy Awards, two Golden Mike Awards, an International Academy of the Visual Arts Award and a San Diego Press Club Award.

**Valeria Jimenez is a vendor at TCFM where she sells her beautiful handmade jewelry.** Originally from Turlock, she returned 3 years ago after living away for many years and began her business called Life Inspired Wellness. She is a Certified Health Coach Life and has a BA in Communications. She is thankful how TCFM has helped her business grow and loves being a part of such a passionate, serving and people-focused community.

**George Kapor** operates a small farm outside of Turlock called Pageo Lavender Farm. He has been involved with the TCFM since it was first organized in 2010 and is a weekly vendor at this market as well as the Modesto Certified Farmers Market. George has been on the board of TCFM since it began in 2010 and brings a strong vendor perspective to the operation and success of the market. George has been instrumental in helping to build a local, sustainable and community based farmers' market.

**Anne Piccirillo** is the owner-operator of Athena's Gift Extra Virgin Olive Oil which offers locally grown and pressed extra virgin olive oil. She has farmed olive trees in Gustine since 2004. Anne has been a vendor since the inception of TCFM and is a charter board member who also serves on the board of the Merced Certified Farmers Market. She is extremely proud of what TCFM has become and brings an important perspective, as well as dedication, for locally grown and produced goods at farmers markets.

**Ann Strahm, PhD** is an associate professor of sociology at CSU Stanislaus. Her areas of specialization are in media, politics, and economics. Originally from Eastern Oregon, she joined the Turlock Certified Farmers Market board because she is a firm believer in supporting locally owned businesses as well as creating a venue for people to be educated about the rich agricultural heritage of this area. Ann has a BA and Masters Degree from University of Oregon. She is

currently the thesis chair for a master's student studying farmers markets and localism. In addition, she is a senator for the Academic Senate of the California State University system, representing CSU, Stanislaus. As a member of the board Ann engages in outreach to the CSU, Stanislaus community.

### ***Market Manager***

**Derek Griffin** has managed Turlock Certified Farmers Market for three successful years. His primary responsibilities include weekly on-site management of the market, vendor recruitment and support, maintaining market compliance, arranging entertainment and community activities, and answering inquiries from potential vendors, customers, community members, and the media. Under his management, TCFM increased the diversity and number of vendors and generated more foot traffic and community engagement. Derek recruited over 30 new vendors and served as a mentor to those who were unfamiliar with market regulations and booth set-up. He works with over 60 non-profit organizations and local businesses to showcase their work in the community highlighting upcoming community events and encouraging healthy living. Derek organized and led school tours for K12 classes and special needs students and has been the supervisor for all market manager interns. Derek and his family have lived in Turlock for 15 years.

### ***Accountant***

**Jodie Huber** provides bookkeeping service for the TCFM on an outsourcing basis. With a degree in Agriculture Business and 25 years of experience in accounting and finance in the Central Valley, she provides services similar to a CFO quality and gives third party accountability to our financial records with sound reporting to the board of directors.

### ***Student Interns***

TCFM partners with CSU, Stanislaus and TUSD to engage students in an internship program. The internship provides practical work experience and helps to develop management and problem-solving skills. Interns shadow the market manager and learn the importance of communication and collaboration. In the 2015 season, TCFM added a second intern with a focus on social media and worked to learn the skills of copywriting, narrative and photography.

## **1.5 Bylaws and Operations Plan**

Bylaws can be found in Exhibit C-5.

## **1.6 Market Strategy**

The intent of the promotion and advertising campaign is to reach out to the target market/community. Every household in the area should know about the farmers' market. TCFM's advertising campaigns include email updates, a strong social media presence, special events, banners and signs, press releases, advertisements in paper media, agricultural-specific pamphlets and calendar listings (Exhibit C-6). Every week, over 1,000 people receive our e-mail blasts.

### ***Traditional Media***

TCFM maintains positive relationships with local newspapers and periodicals to help provide information for stories and community briefs that highlight the market. In addition, we pay for or arrange in-kind trade for advertising in these publications and online. We will continue to advertise in local ag-related print media that is circulated each season. Signage is also an important way to engage potential shoppers as they drive by, and we will continue to expand our reach as creativity and city ordinances allow. (See Exhibit C-7).

### ***Social Media Interaction***

Social media is the best tool for marketing. Each market day, new photos are taken of seasonal produce, special events, and the people who enjoy the farmers market. New media engagement is growing as TCFM actively analyzes interaction rates to create a dynamic social media strategy. We have seen a marked growth in the number of people who follow TCFM. Currently, over 6,000 people follow TCFM on either Facebook or Instagram, rendering it one of the most visible community activities in Turlock. TCFM has had success in driving online action to the market and maintaining interest during the 163 hours a week when the market is not operating, as well as throughout the year.

### ***Website***

TCFM maintains a website at [www.turlockmarket.org](http://www.turlockmarket.org) which provides information about our market to assist the public and vendors. In addition, it highlights the TCFM sponsors who are an important part of the successful TCFM team. In 2015, 7,627 unique users visited the TCFM website.

### ***Logo***

Attached is a copy of our Logo (Exhibit C-8).

### ***Farmers' Market Economics***

TCFM strives to provide local economic benefits while providing a weekly, wholesome community gathering. Keeping local dollars in the community keeps the local area economically strong. TCFM develops a marketing plan with the goal of creating a solid customer base who will become *routine visitors* to the downtown area. These routine visits for weekly market foods generate spin-off visits to the business district.

Attached is an Estimated Economic Analysis highlighting this spin-off (Exhibit C-9).

The goal of the certified farmers' market is to operate self-sufficiently. While the farmers pay a stall fee, the cost to operate the market includes significant expenses for insurance, health permits, compliance fees and marketing. Each year, funds are budgeted for outreach and local awareness campaigns to boost market patronage. Assistance in the marketing effort from the local businesses, municipalities, and sponsorships helps support the outreach budget. Information about the farmers' markets is added to websites, social media outlets, directories, event calendars, kiosks, co-promotions of shopping bags, and customer lists to build awareness.

### ***1.7 Special Market Events***

TCFM is a family-friendly environment. Each week the market has changing seasonal produce, musicians and booths. The ever-changing market creates a dynamic that attracts new as well as returning patrons. This model has been tremendously successful at increasing the number of visitors to downtown Turlock that, in turn, bring new customers to the downtown restaurants and shops. This community cohesion is the heart of a successful farmers market; each week is a community-oriented event.

Events are often "organically" created by partnerships with non-profits. For example, non-profits are able to utilize the existing market location and audience for their event. Increasingly, TCFM is benefiting from these types of partnerships, such as when Townsend Opera performed at the market at no cost. Although TCFM did not necessarily create or organize the event, both parties benefited as well as the community. While our calendar of events is identified as Special Market Events, TCFM also views these as opportunities for partnerships with other organizations.

As the TCFM is a local non-profit, the board is currently soliciting feedback from the local community for dates and times of events. Our biggest planned events for 2016 are co-hosted with one of the founding partners of the Turlock downtown farmers market, the Turlock Downtown Property Owners Association (Exhibit C-10).

TCFM has a strong commitment to education and has offered a wide range of educational activities over the years, as illustrated by the 2014 narrative written for the 501(c)3 application. “The Market pairs with local authors for book signings, the City of Turlock for Municipal Services Day when the City provides a working police car, fire truck, ambulance, earth mover, commuter bus, and other city vehicles that are completely accessible to market goers. Police officers, fire fighters, EMT’s, municipal workers, and bus drivers are on hand to demonstrate their vehicles and equipment, as well as to explain their daily activities to market goers. Several times per season, TCFM provides a booth for the Friends of Turlock Library. This organization brings free books and *story time* where market goers are invited to sit and listen. The Market also pairs with a local petting zoo where children (and adults) are able to interact with local farm animals.” (501(c)3 Narrative, 2014, Exhibit C-11)

At least two local entertainers are present each market day, though often there are more. This regularly-occurring, family-friendly entertainment includes musicians, balloon art, face painting, book reading, and more. TCFM has found this to be an important way to engage young families.

### **1.8 Social and Environmental Responsibilities**

TCFM is set up for, and promotes, EBT and WIC. Patrons who have EBT cards can withdraw from their account at the TCFM Information Booth, which always has knowledgeable staff. EBT patrons receive either \$1 or \$5 TCFM farmers’ market tokens, which are used to purchase produce and other perishable goods. In the upcoming 2016 season, TCFM will implement a CalFresh market match program which allows patrons with EBT cards to double their benefits when shopping at TCFM.

In accordance with the Stanislaus County Dept. of Health, fixed restrooms are provided for the TCFM vendors. Should portable or fixed restrooms and hand-washing facilities in the area around the market be required by the City of Turlock, TCFM would cover the cost but requests that the local businesses and property owners be consulted prior to the city’s action. Local businesses continue to express concerns over the use of portable restrooms in the downtown.

TCFM is interested in exploring comprehensive “green” waste management systems for the market and would like to consult with the City of Turlock’s Municipal Services Department, who have a vast knowledge of the subject.

### **1.9 Budget**

Attached is budget and verification of TCFM’s compliance with all State and Local taxes and fee requirements (Exhibit C-12).

### **1.10 List of Farmers’ Market Vendors**

Attached is the TCFM projected vendors for the 2016 season. (Exhibit C-13)

TCFM has always prided itself on having a wide variety of produce, market foods and products available to the community. Examples include: grapes, nectarines, peaches, apricots, cherries, strawberries, blueberries, raspberries, boysenberries, plums, pears, Asian pears, apples,

cantaloupe, watermelon, honeydew, Crenshaw, tomatoes, green beans, carrots, kale, onions, garlic, lettuces, lavender, basil, oregano, rosemary, bay leaves, potatoes, bok choy, Swiss chard, zucchini, squash, cucumbers, eggplant, peppers, radishes, beets, green onions, chili peppers, pumpkins, pomegranates, figs, almonds, walnuts, honey, eggs, cheese, bread, olive oil, flowers, grass-fed beef, milk, jams, among many others. Prepared food items for sale include: pizza, pies, pastries, toffee, gourmet sauces, tea and spices, cookies, hummus, pita chips, salsa, kettle corn, sausage, tamales, shaved ice, and others. Market products include: handmade jewelry, children's clothing, lavender lotions and soaps, scented soaps, hair accessories, incense, among others.

**1.11 Vendor Regulatory Compliance Program**

Attached is the TCFM Farmers Market Rules (Exhibit C-14).

**1.12 Collaboration and Partnerships**

The farmers' market is a gathering place. We partner with many community organizations to provide a place for members of the community the community to learn and become involved in activities which enrich our city. Examples of such involvement include, but are not limited to, the following:

- Turlock Firefighters annual booth during Breast Cancer Awareness Month where T-shirts are sold to raise funds for breast cancer research.
- Meet and Greet booths which provide an opportunity to engage with local politicians and candidates.
- Turlock Downtown Property Owners Association partners with TCFM on events such as the Junior Iron Chef, Health and Wellness Day, Adult Iron Chef, and Life Science Discovery day with Coyote Peterson.
- Farmers and vendors help educate about seasonal produce, food preparations, and healthy food choices.
- Senior Farmers Market Nutrition Program through Stanislaus County Senior Services (Exhibit C-15)
- Event Sponsorships including CSU Stanislaus (Exhibit C-16), Emanuel Medical Center, TID, Garton Tractor, The Greenery, Americo Farms, and Hilmar Cheese.
- Weekly booths, provided free of charge, for groups that support our community, such as the listed non-profit organizations and civic groups:

City of Turlock Municipal Services  
 City of Turlock Fire Department  
 City of Turlock Police Department  
 Turlock Downtown Property Owners' Association  
 Turlock Unified School District  
 Emanuel Medical Center  
 California State University, Stanislaus  
 Ceres Unified School District  
 Osborn Two-Way Immersion Academy  
 Pitman High School Ag Department  
 Carnegie Arts Center, Turlock  
 Friends of the Turlock Public Library  
 Turlock Garden Club  
 Turlock Historical Society  
 Bike Turlock

MOMS Club of Turlock  
 Commute Connection  
 Turlock Masonic Lodge  
 Boy Scouts of Turlock  
 Girl Scouts of Turlock  
 United Samaritans Foundation  
 We Care  
 Story Time Tent  
 Lightbox Theater  
 Townsend Opera  
 Jessica's House  
 Sierra Vista Child and Family Services  
 Prodigal Sons and Daughters  
 Westside Ministries  
 ABC Project  
 American Cancer Society

Relay for Life  
VFW Hall of Turlock  
Veterans of Foreign Wars  
First Baptist Church of Turlock

Turlock Democratic Party  
Turlock Tea Party  
Team in Training  
VR Productions

Local Brick and Mortar businesses that have purchased booth space at the market including:

All Smiles Dental  
Bell Realty  
Berkshire Hathaway  
Bistro 234  
Brenda Athletics  
Carnivores BBQ  
Chip Seal Products  
Cycle Masters  
Doc's BBQ  
Dust Bowl  
Edith's Bread  
In-Shape  
J & J Farms

Lancaster Painting  
Latif's Restaurant  
Lisa's Cookies  
Mainly Bagels  
Pageo Lavender Farm  
Red Brick Restaurant  
Resendiz Fruit Barn  
Solar City  
Sub Hub  
The Greenery  
Valley Distributors  
Varizon Wireless  
Wolfsen's Sausage

Other areas of community outreach at Turlock Certified Farmers Market include:

- Kid's Day – attracts a variety of non-profit organizations to educate parents and children about healthy food choices, healthy living and the importance of books and reading.
- School tours – teaches children about locally grown foods including microclimate diversity, food policy, nutrition and eating healthy.
- Annual Bicycle Rally – promotes healthy transportation and healthy living in partnership with other organizations.
- “How to Demonstration” – Certified Preserving Expert teaches fruit and vegetable preservation methods in partnership with The Greenery.

### **1.13 City of Turlock Requirements**

TCFM has partnered with the City of Turlock for the past seven years. During that time, the City of Turlock has had a representative at TCFM board meetings to provide open communication. TCFM has not been informed of support or services required by the city or the subsequent costs. TCFM requests to be notified should such support or services require payment.

### **1.14 Certified Market Designation**

Attached is the current Certificate for Certified Farmers' Market. (Exhibit C-17).

We truly appreciate the opportunity to continue bringing a Certified Farmers' Market to our community and look forward to bringing the best of the Central Valley's farm bounty to the Turlock community.

# EXHIBIT "B"

## CITY OF TURLOCK REQUEST FOR PROPOSALS NO. 16-342 Operation, Management and Marketing of Certified Farmers Market Located on City of Turlock Property

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### REFERENCES

Respondents are to provide a list of three (3) references in the area provided below. References shall be provided as required in the Proposal specifications, terms and conditions.

Operators failing to provide references shall be deemed non-responsive.

The City may contact some or all of the references provided in order to determine the Proposal performance record on work similar to that described in this Proposal. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation/selection/award process.

<b>Company Name:</b>	Ellie and Charley's Natural Garden
<b>Address:</b>	13736 Elm Ave
<b>City, State, Zip Code:</b>	Patterson, CA 95363
<b>Contact Person:</b>	Charley Fernandez
<b>Telephone Number:</b>	(209) 892-3611
<b>Fax Number:</b>	
<b>Email Address:</b>	<a href="mailto:charlesfernades9706@comcast.net">charlesfernades9706@comcast.net</a>
<b>Type of Business:</b>	organic produce
<b>Date of Service:</b>	2010-present

<b>Company Name:</b>	Packwood Farms
<b>Address:</b>	15721 Sierra St.
<b>City, State, Zip Code:</b>	Delhi, CA 95315
<b>Contact Person:</b>	Ken Packwood
<b>Telephone Number:</b>	(209) 535-6898
<b>Fax Number:</b>	
<b>Email Address:</b>	<a href="mailto:kpackwood@wildblue.net">kpackwood@wildblue.net</a>
<b>Type of Business:</b>	flowers and eggs
<b>Date of Service:</b>	2013-present

Proposal Operator Name: Turlock Certified Farmers Market

**Company Name:** 5 Kings Cattle  
**Address:** 6318 S Faith Home Rd  
**City, State, Zip Code:** Turlock, CA  
**Contact Person:** Nick King  
**Telephone Number:** (209) 678-2544  
**Fax Number:**  
**Email Address:** [5kingscattle@gmail.com](mailto:5kingscattle@gmail.com)  
**Type of Business:** locally grown grass fed beef  
**Date of Service:** 2015-present

**Company Name:** Edith's Gourmet Baking  
**Address:** 400 I St #4  
**City, State, Zip Code:** Modesto, CA 95351  
**Contact Person:** George and Ellen Kosmos  
**Telephone Number:** (209) 522-1220  
**Fax Number:**  
**Email Address:** [eatediths@aol.com](mailto:eatediths@aol.com)  
**Type of Business:** bakery  
**Date of Service:** 2010-present

**Company Name:** Bava Farms  
**Address:** 2400 Estate Dr  
**City, State, Zip Code:** Stockton, CA 95209  
**Contact Person:** John Bava  
**Telephone Number:** (209) 609-2469  
**Fax Number:**  
**Email Address:** [farmerphil@sbcglobal.net](mailto:farmerphil@sbcglobal.net)  
**Type of Business:** produce  
**Date of Service:** 2010-present

Proposal Operator Name: Turlock Certified Farmers Market

**Company Name:** J & J Farm Fresh Produce  
**Address:** 2507 Geer Rd  
**City, State, Zip Code:** Hughson, CA 95326  
**Contact Person:** Mireya Ramos  
**Telephone Number:** (209) 883-4680  
**Fax Number:**  
**Email Address:**  
**Type of Business:** fresh produce  
**Date of Service:** 2010-present

**Company Name:** Carnegie Arts Center  
**Address:** 250 N. Broadway  
**City, State, Zip Code:** Turlock, CA 95380  
**Contact Person:** Lisa McDermott  
**Telephone Number:** (209) 632-5761  
**Fax Number:**  
**Email Address:** [information@carnegieartsturlock.org](mailto:information@carnegieartsturlock.org)  
**Type of Business:** Arts Center  
**Date of Service:**

**Company Name:** The Greenery Nursery  
**Address:** 742 East Olive Avenue  
**City, State, Zip Code:** Turlock, CA 95380  
**Contact Person:** Jay DeGraff  
**Telephone Number:** (209) 632-4214  
**Fax Number:**  
**Email Address:** [info@greenerynsy.com](mailto:info@greenerynsy.com)  
**Type of Business:** Nursery and Garden Shop  
**Date of Service:**

Proposal Operator Name: Turlock Certified Farmers Market

**Company Name:** Bistro 234  
**Address:** 234 E Main Street  
**City, State, Zip Code:** Turlock, CA 95380  
**Contact Person:** Leroy Walker  
**Telephone Number:** (209) 668-4234  
**Fax Number:**  
**Email Address:**  
**Type of Business:** Restaurant  
**Date of Service:**

**Company Name:** Latif's  
**Address:** 111 N Golden State Blvd  
**City, State, Zip Code:** Turlock, CA 95380  
**Contact Person:** Kelly Stevens  
**Telephone Number:** (209) 634-5351  
**Fax Number:**  
**Email Address:**  
**Type of Business:** Restaurant  
**Date of Service:**

**Company Name:** We Care  
**Address:** P.O. Box 1291  
**City, State, Zip Code:** Turlock, CA 95381  
**Contact Person:** Maris Sturtevant  
**Telephone Number:** (209) 668-4853  
**Fax Number:** (209) 668-4854  
**Email Address:** [marisusf@sbcgloval.net](mailto:marisusf@sbcgloval.net)  
**Type of Business:** Non-Profit  
**Date of Service:**

Proposal Operator Name: Turlock Certified Farmers Market

# EXHIBIT "C"

**CITY OF TURLOCK**  
**REQUEST FOR PROPOSALS NO. 16-342**  
**Operation, Management and Marketing of Certified Farmers Market**  
**Located on City of Turlock Property**

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## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### Exceptions, Clarifications, Amendments

List requests for Proposal Clarifications, exceptions and amendments below, if any, sign and submit with your Proposal response.

Attachement	Reference To:		Description
	Page No.	Paragraph No.	
Exeptions			Terms of Service
C-1	1	1	Map of Broadway
C-2	1	1	Map of Main Street
C-3	4	1	Articles from Modesto Bee & Turlock Journal
C-4	4	6	Jeani Ferrari CSU Stanislaus Certificate
C-5	6	5	Bylaws
C-6	6	6	Examples of Posters & Email Updates
C-7	6	7	Examples of Advertisements
C-8	7	3	Logo
C-9	8	5	Farmers Market Economic Analysis
C-10	8	1	Special Market Events
C-11	8	2	501(c)3 Narrative
C-12	8	7	Budget and 990 Verification
C-13	8	8	List of Farmers' Market Vendors
C-14	9	2	Market Rules
C-15	9	4	Senior Farmers Market Nutrition Program
C-16	9	4	Sponsor Letter from CSU Stanislaus
C-17	10	5	Certified Market Designation

Proposal Operator Name: Turlock Certified Farmers Market

## TERMS OF SERVICE

1. Amend the Agreement as follows:

2.2.6 Termination of Contract. Due to Turlock Certified Farmers Market's commitment to growers who have dedicated their crop to the certified farmers' market, this Agreement may not be revoked except upon ninety (90) days' advanced written notice to the TCFM and in such event the TCFM shall have the full right to complete and submit an appeal of the revocation and be heard within fifteen (15) days to the City of Turlock. In the event the city of Turlock terminates this Agreement without the consent of TCFM, the city of Turlock agrees that termination is based upon good cause such as TCFM's default of any substantial terms of this Agreement, fraud or serious mismanagement which breaches the City of Turlock has brought to TCFM's attention and TCFM has had reasonable opportunity to cure. If TCFM defaults, the City of Turlock has a right to terminate this Agreement.

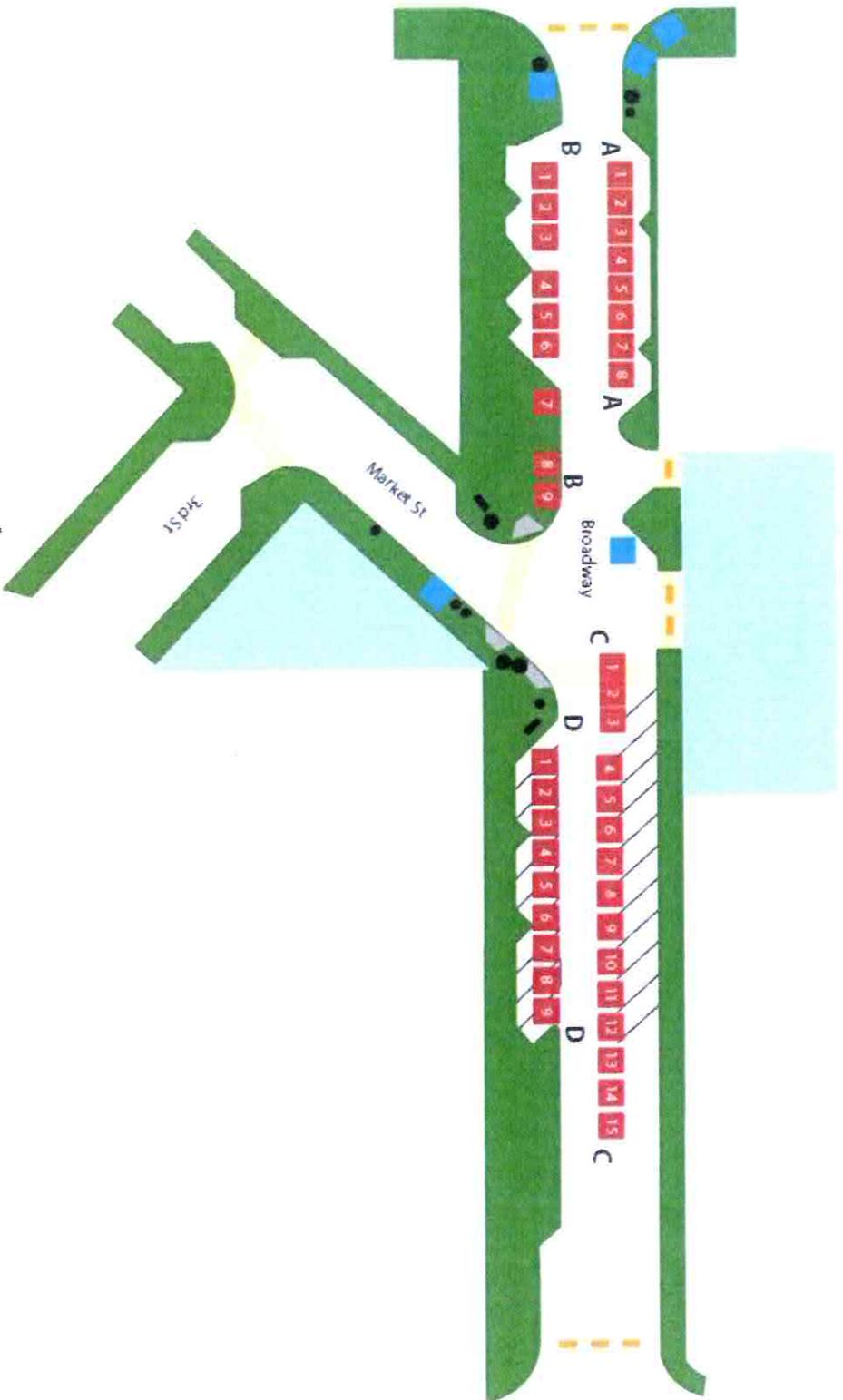
2. Disclose potential conflicts of interest:

There are no potential conflicts of interest: past or ongoing.

3. TCFM agrees that if selected, the market will operate within the directions of the agreement.

# Vendor Map - Broadway

C-1 Map of Broadway





Picture1.png

WORK & MONEY / CALIFORNIA / WEATHER

# Local NEWS

Tuesday, June 19, 2010 | The Modesto Bee |  modbee.com

Around the Region **B2**  
Money & Markets **B5**  
Obituaries **B6**



Japanese all a-Twitter, with millions keeping up the 'mumble' online. **Page B6**

**B1**



## CSUS PALIN EVENT OPEN TO THE MEDIA

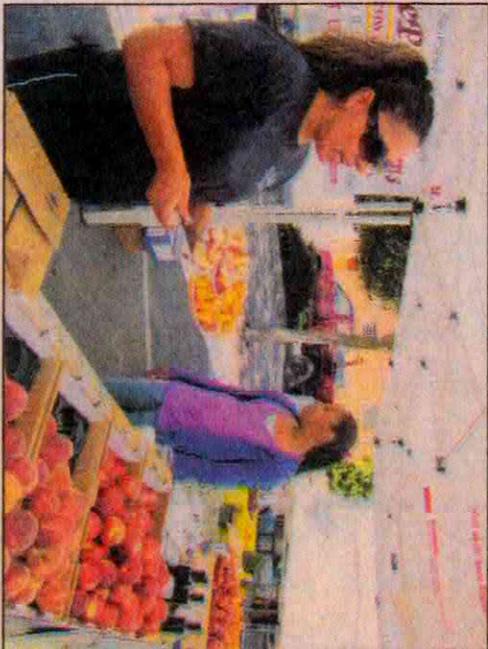


Officials at California State University, Stanislaus said Friday that next week's appearance by Sarah Palin will be open to the media. The former GOP vice presidential candidate will be on campus for a fund-raiser sponsored by

# Farmers market work 'paying off,' say vendors

**Dawn Burkhardt of DePalma Farms offers samples at the Turlock farmers market Friday morning.**

PATTY GUERRA  
pguerra@modbee.com



By PATTY GUERRA  
pguerra@modbee.com

TURLOCK — After fits and starts, it seems the city's most recent attempt at establishing a farmers market is a success.

"They did it right," said Dawn Burkhardt of DePalma Farms, who was selling nectarines and peaches Friday morning. "All their work is really paying off."

Turlock hasn't had a farmers market since a 2004 effort to run a Saturday morning event with a gourmet theme failed to draw enough of a crowd or vendors to sustain it.

The city hasn't been able to recapture the success of a Thursday evening market held in the 1990s. It took up most of Main Street downtown and brought in large crowds. Occasionally, the crowds attracted gang violence.

The market moved in 1998 during downtown renovations that widened streets and sidewalks and laid new sewer and water lines. Crowds dwindled and it closed two years later.

The new market, which opened May 7, was several months in the making. Students in an executive master's of business administration program at California State University, Stanislaus, adopted the project. A board of directors was formed and

SEE PAGE B-2, MARKET

# MARKET: Businesses see downtown crowd balloon

CONTINUED FROM B-1

the research project became reality.

Members called on potential vendors and visited other markets to find the best day to hold one in Turlock, settling on Fridays from 8 a.m. to 1 p.m.

"They really did a lot of research," Burkhardt said. "You can't just say, 'Great, let's have a farmers market' and make it work."

She said that although there are plenty of markets Saturdays and Sundays and some on Friday afternoons, the morning worked for a number of farmers and other vendors.

About 20 booths line Broadway on both sides of Main Street for the market; if there are too many farmers selling the same thing, profits are diluted and it discourages them from coming back, Burkhardt said.

## Lots of potential

Ann Piccirillo was doing a brisk business selling her Athena's Gifts olive oil, which comes from a Gustine orchard. Piccirillo and her husband have been selling their oil at farmers markets and through specialty stores since 2004.

"It's got a lot of potential," she said of the Turlock market. "It's a quality place for

people to come, and they're more interested in local produce."

Business owners are excited about the crowds the market is bringing downtown, which has suffered from the closures of several longtime stores.

Restaurants have opened booths, with organizers encouraging nearby workers and residents to "Meet Me at the Market" for lunch.

"It's been a tremendous success," said Jen Kubala, owner of Ritzy Rags n' Things, an antique and consignment store. "We've had a lot more people come in on Fridays, and on other days. They said they didn't realize we were here."

The market is a big draw for families looking for something to do, Kubala said, and she hopes that the crowds it attracts helps bring more businesses to the area.

Customer Stephanie Marquez is happy to have so many fresh produce choices.

A Fresno native, the CSU, Stanislaus, student is used to the large market there.

"This is smaller, but the fruit tastes wonderful," she said. "I'm excited they have one now."

**Bee staff writer Patty Guerra can be reached at pguerra@modbee.com or 578-2343. Follow her at www.twitter.com/turlocknow.**

# FEES: Few projects in line

CONTINUED FROM B-1

overpass modification and the \$7 million Faith Home River Crossing are "beyond the 20-year time horizon" of the fee schedule, according to a staff report.

In the case of the bridge, Modesto and Riverbank have dropped their plans to build their portions, Gebhardt said with a small grin. "We didn't think building half a bridge would be worthwhile."

The drop in land value was the key change, Gebhardt said, because it affects most infrastructure costs for the city. "We need to have prices reflective of the cost at this time and calculated so we will have adequate money"

a few small projects pending in Ceres. One is a planned Rite Aid store.

Other cities in Stanislaus County are considering reducing their building fees. Modesto is one of them. It's awaiting recommendations from a committee the City Council charged with reviewing development fees.

The fees adopted at Monday night's Ceres City Council meeting included:

- Single-family home: \$20,520, reduced \$4,778 or 19 percent

- Office space: \$8,089 per 1,000 square feet, down \$2,250, or 22 percent

- Commercial: \$11,026 per 1,000 square feet, down \$2,913.

## **Farmers market ends season; vendors seek change to Saturday**

Alysson Aredas  
aaredas@turlockjournal.com  
October 24, 2014

Friday marked the end of this year's season for the Turlock Certified Farmers Market and even though vendors spent the end of the day packing up what was left of their produce, market manager Derek Griffin is already planning next year's market.

"Next year, I want to implement cooking demos, art days, chili cook-offs, and more themed markets," said Griffin. "However, I want to stick to what brought us so much success this year and continue doing the things that bring people to the market."

According to Griffin, this year's market was by far the most successful and held over 40 vendors at its peak during the summer. The manager credits additional revenue to elements such as the market's acceptance of Electronic Benefit Transfer (food stamps) and their newly awarded nonprofit status.

Despite their popularity among locals that frequented the farmers market, Ellie and Charley Fernandez of Ellie and Charley's Natural Garden are still in the talks of returning next year. Having been a vendor with the market since it began, the organic farmers are asking TCFM to consider making the transition to a Saturday market instead.

Based in Patterson, both Ellie and Charley Fernandez believe that they are not reaching as many consumers as they could due to the current market schedule. The market, which takes place on Fridays from 8 a.m. to 1 p.m., is often inaccessible to community members who have work or academic obligations.

"At the end of the day, we always have a lot of excess produce," said Charley Fernandez. "If you just look at the streets, you can see that they are mostly empty. I know a lot of people can't make it to a Friday market."

As market manager, Griffin has heard the organic farmers' concerns loud and clear and plans to survey all of the market's vendors to determine how many can or cannot make it to a Saturday market.

According to Griffin, a number of his vendors go to the Bay Area on Saturdays to sell their products, and as a result would not be able to make it to TCFM if the day

was changed from Friday.

"We're aware that a lot of members from the Turlock community want to move the market to Saturday," said Griffin. "However, I cannot make the decision. All I can do is present information to the Board and leave it to them to decide."

<http://www.turlockjournal.com/archives/27780/>

## Farmers' market moves to E. Main Street

Kristina Hacker  
khacker@turlockjournal.com  
March 26, 2015

More change is coming to the Turlock Certified Farmers' Market this season. Not only will the farmers' market move from Friday mornings to Saturday mornings this season, but it will also move location.

Since its return to Turlock in 2010, the market has been located on S. Broadway between Market Street and Olive Avenue. Starting this season, the market will move just down the street to E. Main between Center and Palm streets.

According to Turlock Farmers Market Manager Derek Griffin, the move was a collaborative effort between the market, the Turlock Downtown Property Owners Association and the City of Turlock.

"We're moving back to the original location on Main Street," said Griffin. "It was the best location with the most room to grow."

Griffin said the farmers' market committee reached out to the businesses along E. Main Street that would be affected by the move before the final decision was made.

Although the owners La Mo Cafe — located at 310 E. Main — have been frequent customers of the Turlock Farmers' Market purchasing fresh produce and bread from the market for use in their downtown restaurant, they were initially tentative about supporting the move of the market to their end of Main Street.

According to La Mo co-owner Hillary Smith, the farmers' market committee really listened to the business owners' concerns and tried to mitigate any negative outcomes. Now, La Mo is fully behind the move.

"We are really excited and we think it's great for downtown," said Smith. "We're a little worried about traffic, but hopefully it'll be worth it."

Smith said she is also looking forward to literally stepping out the front door of the restaurant to purchase locally grown items for use that day.

The farmers' market will return this season with "quite a few new vendors," said Griffin.

A few of those newcomers to the market will include a Latif's pie booth, a milk

vendor and locally made goat cheese. Along with new vendors, the market will feature more themed days, food demonstrations and a chili cook-off in the fall.

The Turlock Certified Farmers Market will run from 8 a.m. to 1 p.m. on Saturdays starting May 2 and running through October.

<http://www.turlockjournal.com/archives/28916/>

# California State University | Stanislaus

## PRESIDENT'S HONOR ROLL COMMUNITY PARTNER AWARD

The Office of Service Learning at  
CSU Stanislaus hereby recognizes and congratulates

### **MS. JEANI FERRARI** **FOUNDING MEMBER TURLOCK FARMERS MARKET**

In sincere appreciation for your extraordinary and exemplary community service contributions that assist faculty, students, and staff of CSU Stanislaus in addressing critical community needs.

The Office of Service Learning  
California State University, Stanislaus

May 14, 2012



**Bylaws and Rules – Revision 3.4.16****ARTICLE I - Name**

The name of the Corporation is the “Turlock Certified Farmers Market, Inc.” and may be referred to in these bylaws as the “Corporation.”

**ARTICLE II - Purpose & Objectives**

Section 1. The Turlock Certified Farmers Market provides the community of Turlock and the surrounding areas with a venue to connect with local farmers and agricultural product producers which encourages a deeper connection of where our food comes from, provides access to locally-grown, fresh, and healthy produce/food items, and educates about the agricultural products that are local to our area.

Section 2. To achieve this mission, the Corporation shall do the following: The market will provide a location and a venue where fresh, locally grown produce from local farms are available to the public, along with local artisan products and baked goods. In addition, we will provide educational opportunities about health, nutrition, and common local agricultural practices.

- a. To establish and operate a farmers market for the purpose of providing a venue for local farmers and artisans to sell their produce and other products. Though the majority of the farmers and other vendors come from a distance of less than 50 miles from our market, and TCFM has defined “local” as 50 miles or less, TCFM allows for vendors originating from a greater distance as long as the product they sell is not offered for sale by TCFM’s local growers or vendors.
- b. To partner with local educational institutions, pre-school, K-12, and the local colleges and universities, to provide a venue where children of all ages can learn about local agricultural practices, the importance of local food, and healthy eating.
- c. To partner with community service organizations such as senior citizen organizations, the Women, Infants, and Children (WIC) program, and the Supplemental Nutrition Assistance Program (SNAP) and give participants of those programs access to locally produced, fresh produce.
- d. To work with the Stanislaus County Agricultural Extension Office at the University of California Cooperative Extension and similar organizations to promote the production of California fresh produce and horticultural products in Stanislaus County.
- e. To operate a farmers market in Turlock’s historic downtown district, to assist in place making, and creating an environment of community cohesion.
- e. To organize and/or participate in those activities that, in conjunction with the operation of a farmers market, will serve to encourage improved economic health and vitality of the local community.
- f. To promote healthy living through physical activities such as walking and biking to and from the market, as well as educational booths that encourage an active lifestyle.
- g. Organize and/or participate in those activities that will serve to further the Corporation’s mission.
- h. Conduct research necessary to further the development of the farmers market.
- i. Solicit and receive fund, gifts, endowments, donations, devises and bequests to further the mission of the Corporation.
- j. Lease and/or purchase property necessary to further the mission of the Corporation.

Section 3. It is hereby provided that the said purposes are not intended to limit or restrict in any manner the powers or purposes of this corporation to any extent permitted by law, nor shall the expression of one thing be deemed to exclude another although it be of like nature.

Section 4. The Corporation is organized exclusively for public purposes as a not-for-profit corporation. Its activities shall be conducted in such a manner that no part of its net earnings will inure to the benefit of any member, director, officer or individual. In addition, the Corporation shall be authorized to exercise the powers permitted not-for-profit corporations under Chapter XIV of the California Statutes as now exists or is subsequently amended or superseded provided, however, the furtherance of the exempt purpose for which it has been

organized is as described in Section 501 (c)(3) of the Internal Revenue Code or any amendments or additions thereto.

Section 5. The Corporation shall be nonsectarian and non-partisan.

### **ARTICLE III - Membership**

Section 1. Any person interested in and who supports the purpose and objectives of the Corporation shall be eligible for membership.

Section 2. The membership of the Corporation shall be representative of a broad cross section of the community that it serves, including but not limited to representatives from business, farmers/growers, government, horticulture, and education

Section 3. Criteria for membership may be from time-to-time established by the Corporation Board of Directors.

### **ARTICLE IV - Board of Directors**

Section 1. Except as otherwise provided for by law, by the Articles of Incorporation, or these bylaws, the Board of Directors shall exercise the powers of the Corporation, conduct its business affairs, and control its property. The Board is also expressly authorized to make appropriate delegations of authority through management agreements.

Section 2. The Board of Directors shall assume responsibility for setting goals of the corporation, reviewing and approving the Corporation's operational and strategic plans, and evaluating operational and strategic performance. No acquisitions or divestitures shall occur without prior approval of the Board.

Section 3. The Corporation Board of Directors shall be composed of nine (9) voting members.

Section 4. Nine (9) members shall be elected each year to serve a two year term, with 4 members up for re nomination during odd years and five members up for re nomination during even years.

a. By January 30 of each fiscal year, the Board of Directors will appoint a Nominating Committee, which will be composed of not fewer than three (3) and not more than five (5) persons. Persons who might be considered to serve in one of the five (5) available Board positions may not be a member of the Nominating Committee.

b. By October 31 of each fiscal year, the Nominating Committee will present a slate of candidates numbering not fewer than three (3) and not more than ten (10) persons who are eligible to serve based on membership requirements found in ARTICLE III and who have expressed their commitment to serve as a member of the Board of Directors. In the preparation of the slate, the Nominating Committee shall consider the future composition of the Board of Directors for the purpose of having representation for a broad cross section of the community, which the Corporation serves.

c. By November 30 of each fiscal year, the Board of Directors will elect or appoint any vacant board position.

d. Those elected will begin their service on the January 1 that immediately follows their election.

e. A Board member may not serve more than three (3) consecutive two-year terms.

Section 5. The Board of Directors shall establish attendance, participation and/or ethical standards, and may from time-to-time amend same, by which Officers and Directors will have to adhere to maintain their membership on the board.

Section 6. The Board of Directors may fill an unexpired term of an Officer or Director by a vote of fifty percent (50% plus one (1) of the Directors in attendance of a meeting at which a quorum is present.

Section 7. A quorum of the Board of Directors will be constituted with the presence of fifty (50%) percent plus one (1) of the Board positions that are filled at the time of a meeting for which proper notice has been served.

Section 8. Notice of a Board of Directors meeting is to occur by written correspondence or email and is to be received no less than three (3) days prior to the meeting.

### **ARTICLE V - Executive Committee**

Section 1. The Corporation Executive Committee shall have the full authority to act on behalf of the Corporation Board of Directors if action is required in a time which is insufficient to meet the notice requirement for calling a meeting of the Board of Directors, as found in ARTICLE IV, Section 8 of these bylaws. Otherwise, the Executive Committee shall act as an advisory, recommending body or in other capacities as may be determined by the Board of Directors. Actions taken by the Executive Committee on behalf of the Corporation shall be made known to the Board of Directors within three (3) days from which the action was taken.

Section 2. The Corporation Executive Committee shall be composed of the following persons: Chairperson, Vice-Chairperson, Treasurer, Secretary and one (1) at-large member of the Board of Directors.

Section 3. The Board of Directors shall conduct an election to determine the Executive Committee members for the upcoming fiscal year during the period of time that immediately follows the annual election of Directors and the beginning of the new fiscal year on January 1.

Section 4. Persons eligible to serve on the Executive Committee must meet the membership requirements found in ARTICLE III of these bylaws and serves as a member of the Board of Directors.

Section 5. A quorum of an Executive Committee meeting will be constituted with the presence of fifty (50%) percent plus one (1) of the Executive Committee members of which one (1) must be the Chair person or Vice-Chairperson.

#### **ARTICLE VI - Officers**

Section 1. The Officers of the Corporation shall be the Chairperson, Vice-Chairperson, Treasurer and Secretary.

Section 2. Officers shall serve one (1) year terms and may not serve more than two (2) consecutive terms in any one position.

Section 3. It shall be the responsibility of the Chairperson to call and conduct all meetings of the Corporation Board of Directors and Executive Committee. The Chairperson will appoint, subject to the approval of the Board of Directors, the chairpersons of all Corporation committees. The Chairperson shall be the principal spokesperson for the Corporation and shall represent it at those programs and activities at which the Corporation s to have representation.

Section 4. The Vice-Chairperson shall preside at meetings upon the absence of the Chairperson and shall assure the duties of the Chairperson upon his/her inability to fulfill the duties of this/her office as determined by the Board of Directors. The Vice-Chairperson shall serve as the Corporation's parliamentarian and shall be responsible to the Corporation to insure that the Corporations business is conducted in an orderly fashion. Unless otherwise determined, meetings of the Corporation shall be conducted in accordance with Robert's Rules of Order.

Section 5. The Treasurer shall be responsible for providing a regular accounting of the Corporation moneys and financial transactions. The Treasurer shall be responsible for the prudent management of the Corporation moneys and for making the financial transactions necessary to conduct the business of the Corporation.

Section 6. The Secretary shall be responsible for notifying the members of the Board of Directors and Executive Committee of upcoming meetings. The Secretary shall be responsible for recording the actions taken by the Board of Directors and Executive Committee at their meetings. The Secretary shall be responsible for distributing correspondence and other information/material as may be necessary to conduct the business of the Corporation.

#### **ARTICLE VII - Committees**

Section 1. The Corporation Board of Directors shall from time-to-time form those committees deemed to be necessary to conduct the business of the Corporation.

Section 2. Persons to serve as a Committee Chairperson shall be members of the Board of Directors. Committee Chairperson shall serve as result of an appointment by the Corporation Chairperson and approval of the Board of Directors.

Section 3. Persons interested in serving as a member of a Corporation Committee shall be eligible to serve upon meeting the membership requirements found in ARTICLE III of these bylaws. It is not necessary for such persons to be a member of the Board of Directors.

#### **ARTICLE VIII - Staff Services**

The Board of Directors may from time-to-time engage an individual or organization to provide staff services to the Corporation. The Board will provide those so engaged with a scope of work, reasonable compensation, and periodic (not to be less frequent than once every twelve (12) months) evaluation of the efforts to accomplish the scope of work.

#### **ARTICLE IX - Finances**

Section 1. The Corporation shall use its funds only to accomplish the purpose and objective specified in these bylaws, and no part of said funds shall inure to the benefit of nor be distributed to the members of the Corporation.

Section 2. The Corporation shall have a fiscal year beginning January 1 and ending December 31 of each calendar year.

Section 3. All moneys received by the Corporation shall be deposited to the credit of the Corporation in such financial institution or institutions as designated by the Board of Directors.

Section 4. The solicitation of funds shall not be authorized without prior approval of the Board of Directors.

Section 5. No obligation of expenses shall be incurred and no money appropriated without prior approval of the Board of Directors.

Section 6. Upon approval of an annual budget, the Treasurer or other persons as authorized by the Board of Directors shall have the authority to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board of Directors.

Section 7. Disbursements shall be made by check signed by the Treasurer and one other Officer.

Section 8. The Board of Directors may from time-to-time cause an audit to be conducted of the Corporation's books and accounts. Such audits are to be conducted by a certified public accountant, and upon its completion, the audit report shall be presented to the Board of Directors.

#### **ARTICLE X - Dissolution**

Upon dissolution of the Corporation, any funds remaining shall be distributed to one or more regularly organized and qualified charitable, education, scientific, or philanthropic organization as selected by the Board of Directors.

#### **ARTICLE XI - Indemnification**

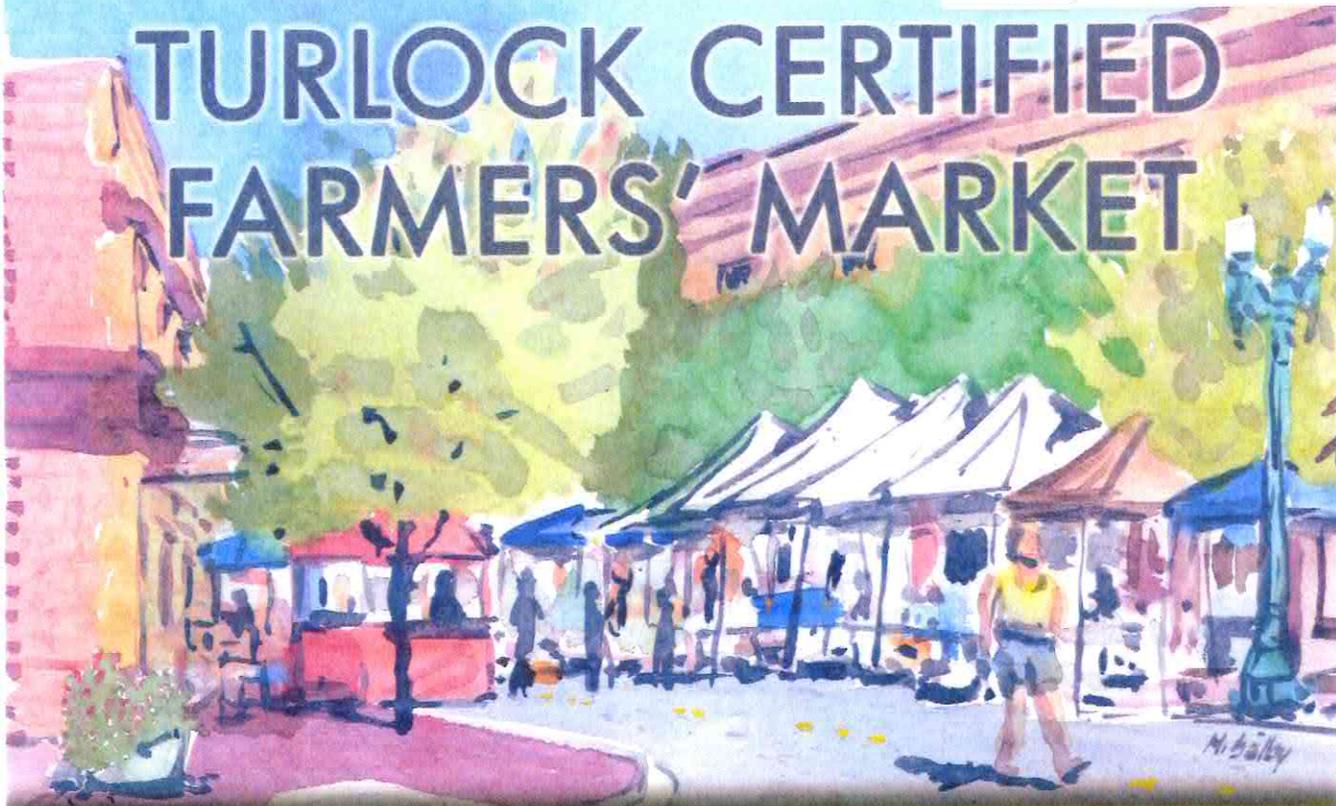
Each elected or appointed Director or Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding or the settlement of any proceeding to which he/she may be a party or may be involved by reason of his/her being or having been a Director or Officer of the Corporation, whether or not he/she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

#### **ARTICLE XII - Waiver of Notice**

Whenever any notice is required to be given under the provision of California Statute, Article of Incorporation or these bylaws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the same stated therein, shall be deemed equivalent to the giving of such notice where such waiver is permitted by California law. All waivers shall be filed with the Corporation records or shall be made a part of the minutes of the relevant meeting.

#### **ARTICLE XIII - Amendments**

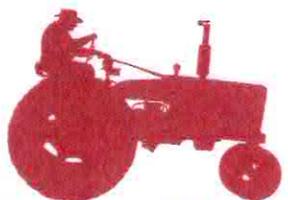
These bylaws may be amended, altered, repealed or adopted by a 2/3 vote of the Board of Directors at a meeting for which proper notice has been provided.



# TURLOCK CERTIFIED FARMERS' MARKET

EVERY FRIDAY: MAY - OCTOBER  
8:00AM - 1:00PM

DOWNTOWN- MAIN ST. & BROADWAY



FARMERS  
MARKET  
TURLOCK

Fruits, Vegetables, Jams, Coffee,  
Baked Goods, Lunch & More

Plus 4 Night Markets!

Jun 8<sup>th</sup> ★ Jul 6<sup>th</sup> ★ Sep 7<sup>th</sup> ★ Oct 26<sup>th</sup>

[www.turlockmarket.org](http://www.turlockmarket.org)  
[Facebook.com/turlockmarket](https://Facebook.com/turlockmarket)

## COMMUNITY SUPPORT



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*Technology to Heal. Compassion for Life.*



**WATER & POWER**

*Serving Central California since 1887*



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Nursery and Garden Shop

742 E. Olive Ave., Turlock • (209) 632-4214

[www.thegreenerynursery.com](http://www.thegreenerynursery.com)

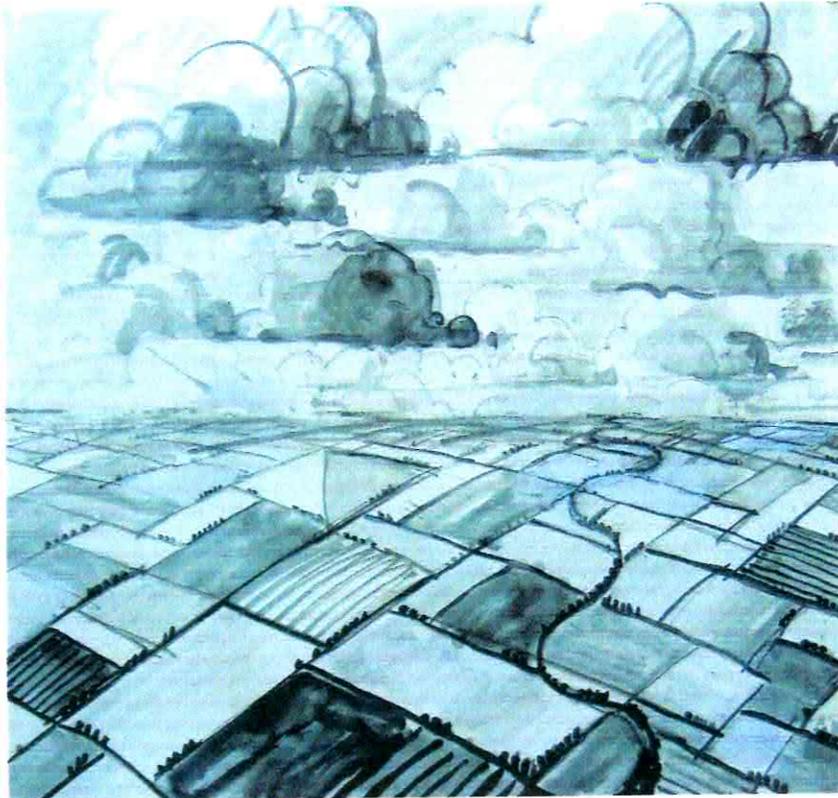


AMERICO FARMS  
The Ferrari Family  
local growers



Gold Coast Wireless - Planet Beach - MedicAlert - City of Turlock

# Art at the Market



John Karl Claes

Busy, 2013

**Guided Art Walking tours starting at  
the Farmer's Market and ending at  
Carnegie Art Center**

June 28<sup>th</sup> at 9:00, 10:00, and 11:00

Don't miss out on the last weekend of the Spring  
Juried Art Show with trained docents taking you  
through the exhibit

Art Activity for children ages 4-12 at the Carnegie  
Art Center from 9:00 to 12:30



### Turlock Farmers' Market September 5th, 2014

1 message

Turlock Certified Farmers' Market <derek@turlockmarket.org>  
Subject: To: derek@turlockmarket.org  
To: turlockmarket@gmail.com

Wed, Mar 2, 2016 at 11:19 AM



#### THIS WEEK'S ACTIVITIES

Solar City will be at the Market to answer your questions about solar energy for your home.

Ride your bike to the market...bike parking available while you shop.

Night market from 5:00 to 8:00pm



All of your friends will be there!

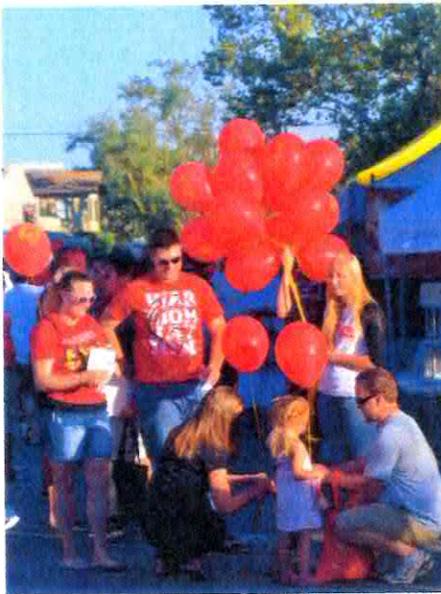


Live music in the evening by Red Pony!



Come meet CSUS in Downtown Turlock!!

Cal State Stanislaus Night at the Market, two live bands, kids activities, wine tasting, lots of food and fun for everyone!



Day Markets every Friday - 8:00am - 1:00pm with live music every afternoon.

Mark your calendars....meet the Candidates at the market is September 12th !

#### Join US

There are opportunities still available for additional vendors and sponsors. If you or someone you know is interested in being a part of the market please contact us today... simply reply to this email or click here: [derek@turlockmarket.org](mailto:derek@turlockmarket.org)

We are conveniently located in Downtown Turlock on Broadway near City Hall. The market runs every Friday, 8:00AM - 1:00PM.

#### Connect With Us

Join us Every Friday 8am-1pm. May 2 - Oct. 24. Night Markets, June 13, Sept. 5th and Oct. 24th, 5:00 - 8:00pm.

Downtown- South Broadway between West Main and A Streets  
[www.turlockmarket.org](http://www.turlockmarket.org)  
[www.facebook.com/turlockmarket](https://www.facebook.com/turlockmarket)



★ ★ READERS' CHOICE WINNER 2015 ★ ★



*presented to*

**Turlock Certified  
Farmers Market**  
BEST FARMERS MARKET

*Hank M. Vander Veen*

**Hank Vander Veen**  
Publisher of 209 Magazine  
Morris Newspaper Corporation of CA



# READERS' CHOICE

## THE BEST of EVERYTHING

IN TURLOCK  
as chosen by the Turlock Journal readers



# 2011

READERS' CHOICE



TURLOCK JOURNAL

*Congratulations to  
Farmers Market*  
COMMUNITY EVENTS/ACTIVITIES

*for providing the community with  
outstanding service and your  
commitment to excellence.*

*Congratulations*

*Kristi Massey, General Manager*



# Farmers Markets Are a Great Way to Support Local Agriculture



## Ceres School Farm Market Stands

LOCATION: Elementary Schools in Ceres Unified School District

DAYS & TIME: Day Varies by school site.

All are from 2pm - 6pm

CONTACT: (209) 541-0101

[mlperez@centerforhealthyfamilies.org](mailto:mlperez@centerforhealthyfamilies.org)  
[www.centerforhealthyfamilies.org](http://www.centerforhealthyfamilies.org)

## Inter-Faith Ministries

### Mobile Farmers Market

LOCATION: Mobile – Bringing fresh produce to underserved areas

DAYS & TIME: Day and time varies by site

CONTACT: (209) 572-3117

[www.feedmodesto.org](http://www.feedmodesto.org)

## Modesto Certified Farmers Market

LOCATION: Downtown Modesto on 16th Street between H Street and I Streets

DAYS & TIME: Thurs and Sat, 7am – 1pm

CONTACT: (209) 605-8536

[modestocfm@gmail.com](mailto:modestocfm@gmail.com)  
[www.modestocfm.com](http://www.modestocfm.com)

## Oakdale Public Market

LOCATION: Bianchi Plaza, 2nd & 3rd Streets

DAYS & TIME: Wednesdays, 5pm - 8:30pm

CONTACT: (209) 484-5492

[oakdaletourism@gmail.com](mailto:oakdaletourism@gmail.com)

## Turlock Certified Farmers Market

LOCATION: Downtown Turlock

DAYS & TIME: Saturdays, 8am - 1pm

CONTACT: (209) 225-8177

[derek@turlockmarket.org](mailto:derek@turlockmarket.org)  
[www.turlockmarket.org](http://www.turlockmarket.org)

## True Value Patterson

### Certified Farmers Market

LOCATION: Parking lot of True Value Shopping Center, 1040 W Las Palmas, Patterson

DAYS & TIME: Wednesdays, 4pm - 8pm

CONTACT: (209) 485-2323

[sunblest4u@aol.com](mailto:sunblest4u@aol.com)

## Concert in the Park- Family Night Out at Farmers Market

LOCATION: Riverbank Community Park, Corner of Santa Fe and 7th Street

DAYS & TIME: Wednesdays, 5pm - 8pm

CONTACT: (209) 869-4541

[info@riverbankchamber.org](mailto:info@riverbankchamber.org)  
[www.riverbankchamber.org](http://www.riverbankchamber.org)

## Community Supported Agriculture

**3 Acre Farms**, (209) 669-3276

**Lucky #19 Ranch**,

[info@lucky19ranch.com](mailto:info@lucky19ranch.com)

**West Modesto CSA**, (209) 581-2274



Stanislaus EMANUEL MEDICAL CENTER



**FARMERS  
★  
MARKET**

**TURLOCK**

**EVERY SATURDAY**  
8AM - 1PM  
**MAY - OCTOBER**

DOWN TOWN  
TURLOCK  
MAIN ST

Fruits & Vegetables, Artisan  
Crafts, Food, Music & More

[www.turlockmarket.org](http://www.turlockmarket.org) 209.225.8177

SUPPORT OUR STANISLAUS COUNTY PRODUCERS & PRESERVE OUR AGRICULTURAL HERITAGE

# 4TH ANNUAL FALL FEST

## Trick or Treat Candy

at all booths

All booths will be lit up

**Lot's of pumpkins**

Ukulele Fun Strummer Band

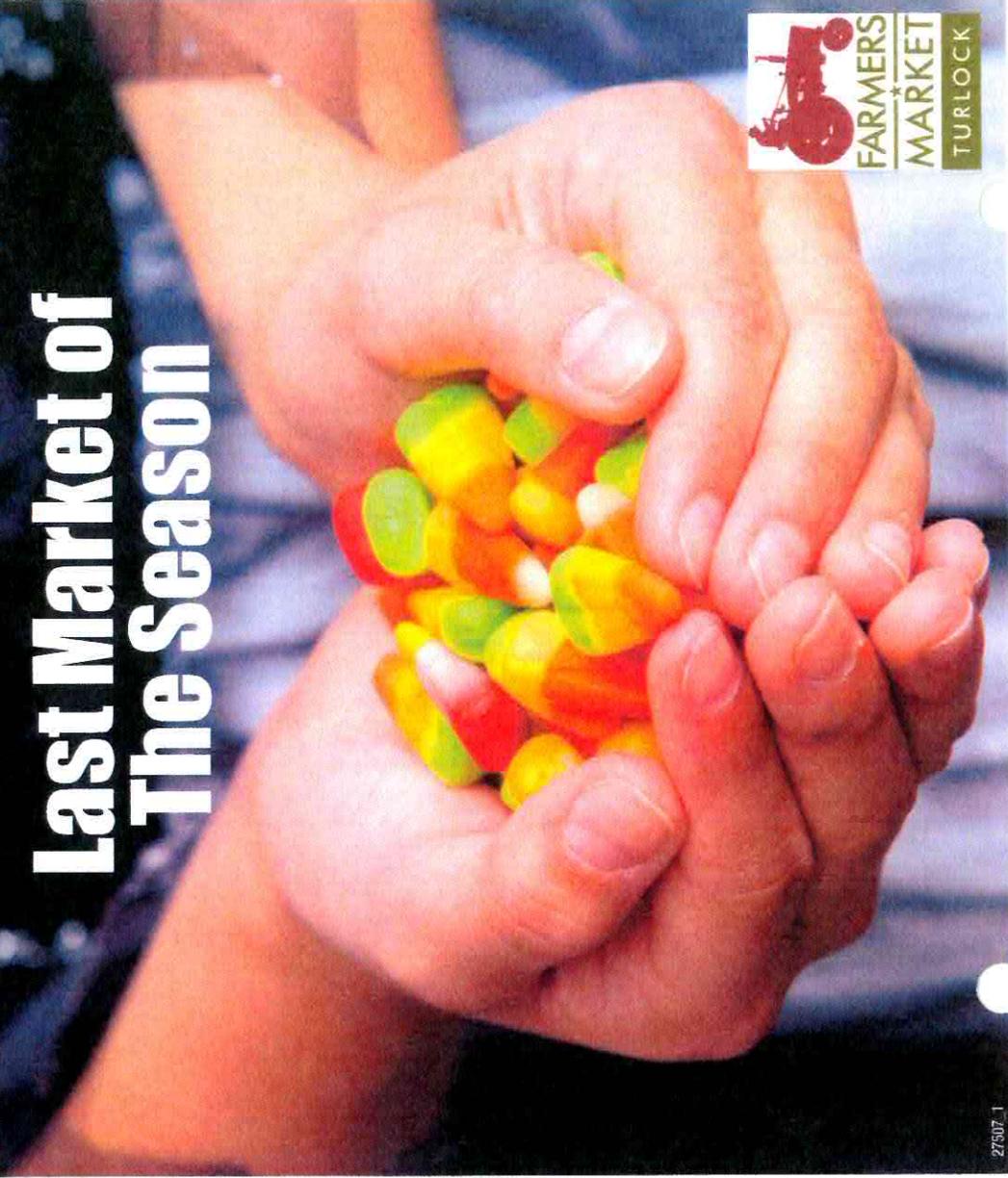
Ballet Folklorico Dancers

**Tonight, 10/25**

**5:00pm - 8:00pm**

at the Turlock Farmers Market

## Last Market of The Season



# 5TH ANNUAL HARVEST FESTIVAL TONIGHT AT THE FARMERS MARKET

5 PM - 8 PM

Don't Miss Out on the Final Night Market of the Season!

## Live Entertainment



Live Music by Red Dog Ash



Dancing by Fantazia STARFIRE Studios

## Special Beer & Wine Booth



Heritage Oak Winery



Dust Bowl Brewing Co.

ALL BOOTHS WILL BE LIT UP AND HANDING OUT CANDY  
AND THERE WILL BE FACE PAINTING AS WELL.

TRICK  
OR  
TREAT

So Come Join us for the 5th Annual Harvest Festival at the Farmers Market for Live Music, Food, Trick or Treating, and FUN for EVERYONE at Main and Broadway!

# KIDS DAY

At The



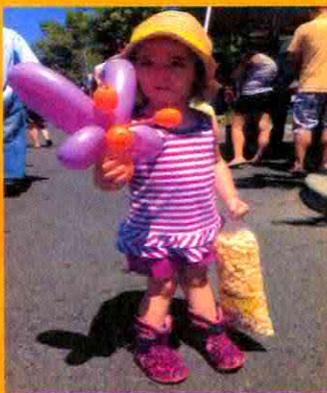
2014

THIS FRIDAY  
AUGUST 1<sup>ST</sup>

At the Turlock Certified Farmers Market

Face Painting, Petting Zoo, Cruzin Critters and  
Story Time from the Turlock Public Library!

Come explore  
a fire truck &  
Police Car



Hug your  
Favorite  
Mascots!

Go local - Go Fresh - Stock up on all your  
favorite summer fruit and veggies!

We now  
accept E.B.T.



VIST US AT:

[WWW.TURLOCKMARKET.ORG](http://WWW.TURLOCKMARKET.ORG) ■ [FACEBOOK.COM/TURLOCKMARKET](https://FACEBOOK.COM/TURLOCKMARKET)

**DON'T MISS THE  
FARMERS MARKET  
COMMUNITY  
BIKE RIDE  
THIS FRIDAY!**



Get to know your fellow Turlockers while you cruise at a leisurely pace around this fun 4 mile ride through Turlock.

The community bike ride starts and ends at the Turlock Farmers Market.



36352\_1

**When: Friday, May 16th**

**Time: 9:00am**

**Secured valet bike parking provided  
while you shop at the market!**

# **TURLOCK** FARMERS MARKET

Regular market vendors will be joined by  
14 extra booths from various CSUS departments!



**FARMERS  
MARKET**  
TURLOCK

## CSU STANISLAUS...

NIGHT AT THE TURLOCK FARMERS MARKET

Friday, September 6th • 5pm – 8pm



## TWO LIVE BANDS

University Jazz Band & Red Pony

**WEAR YOUR UNIVERSITY COLORS, BRING YOUR FOLDING CHAIRS AND JOIN US FOR AN EVENING OF MUSIC, FOOD, CRAFTS AND COMMUNITY!**

**SHOW YOUR CSUS STUDENT I.D. AT THESE DOWNTOWN MERCHANTS FOR SPECIAL DISCOUNTS**

MY THING BEAD • HANNAH'S BOUTIQUE • LE CREME BOUTIQUE • SIMPLY BLINGED • AMERICAN MALE • TURLOCK FLOWER  
• LISA'S COOKIE JAR • UNIVERSAL JEWELERS • RITZY RAGZ • THORESEN'S NUMISMATICS • DEVON MILES • RED BRICK

**FREE MARKET BUCKS TO FIRST 50 STUDENTS WHO COME TO THE INFO BOOTH AND SIGN UP FOR THE MARKET NEWSLETTER**

Visit us online at [www.turlockmarket.org](http://www.turlockmarket.org) and [facebook.com/turlockmarket](https://facebook.com/turlockmarket)



# MARKET SEASON IS HERE!



**OPEN MAY 2**  
**EVERY SATURDAY**  
from 8am-1pm  
Downtown Turlock on East Main Street



**Seasonal** produce, fresh food with local ingredients, and unique hand-crafted items



This year will feature new vendors and more **music and entertainment!**

**ALWAYS** Fresh Local



[www.turlockmarket.org](http://www.turlockmarket.org)

# Always Local

Turlock has a rich history of agricultural diversity. Locally grown crops and livestock are a pride of California and renowned throughout the world. More than 90% of California farms are family farms, where over 400 different crops are grown. The Turlock Certified Farmers' Market (TCFM) has been proud to feature some of the best the Valley has to offer to the local community for 5 seasons.

Each season the market features a wide variety of unique vendors with a vast product offering. The TCFM has been an invaluable asset to many vendors and their families by supporting their livelihood through a time where it was often difficult to find opportunities. With only a few exceptions, all these vendors are from Stanislaus and Merced counties and most are from Turlock and the immediate surrounding communities. Not only do the weekly sales equate to an immediate economic boost locally, but the market also allows these local vendors to promote their stores, fruit stands, farm tours and in-store products, which results in a long-term benefit to the community.

One of the primary goals of the TCFM is to be a resource for healthy lifestyles, from our community partnerships to the fresh local produce we offer. The farmers' market maintains an equitable ratio of farm vendors to non-farm vendors, so as to retain a focus on farmers. We are also proud to partner with the Senior Farmers Market Nutrition Program each year to provide seniors with vouchers to use at the market for fresh produce, as well as offer EBT to our customers.

In addition to healthy lifestyles, we also provide a family-friendly environment where parents can shop with their children. The TCFM consistently receives feedback from vendors and customers applauding the large amounts of young families the market attracts. Part of that success can be attributed to the social atmosphere that has been created. From petting zoos, to seed planting, to field trips, and even balloon animals, the market frequently has activities planned for kids to enjoy. With a great line up of breakfast and lunch foods, live local music and ample shade, it's also a great place for adults to engage one another in the downtown each week.

Ultimately, our hope is to continue to support local growers, by establishing a thriving market downtown that in turn supports our local businesses. Please support us in this worthy endeavor!

# The Highlights

**Weekly Attendance-**  
Approx. 300 - 600 people each week and steadily growing.

**Over 50 Different Vendors-**  
95% located within 20 miles.



**Senior Farmers Market Nutrition Program-** Provides seniors with vouchers to use at the market for fresh produce.



**Class Field Trips-** We team with local teachers to provide a valuable educational experience for students.

**Over 5,900 Website Visits-**  
A variety of people seeking information about the market.

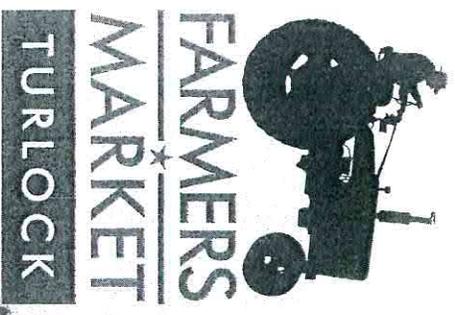
**Over 3,500 Facebook Fans-**  
Great way to engage our customers.

**Over 700 Weekly E-Newsletter Recipients-** Newsletters feature market events and our sponsors.



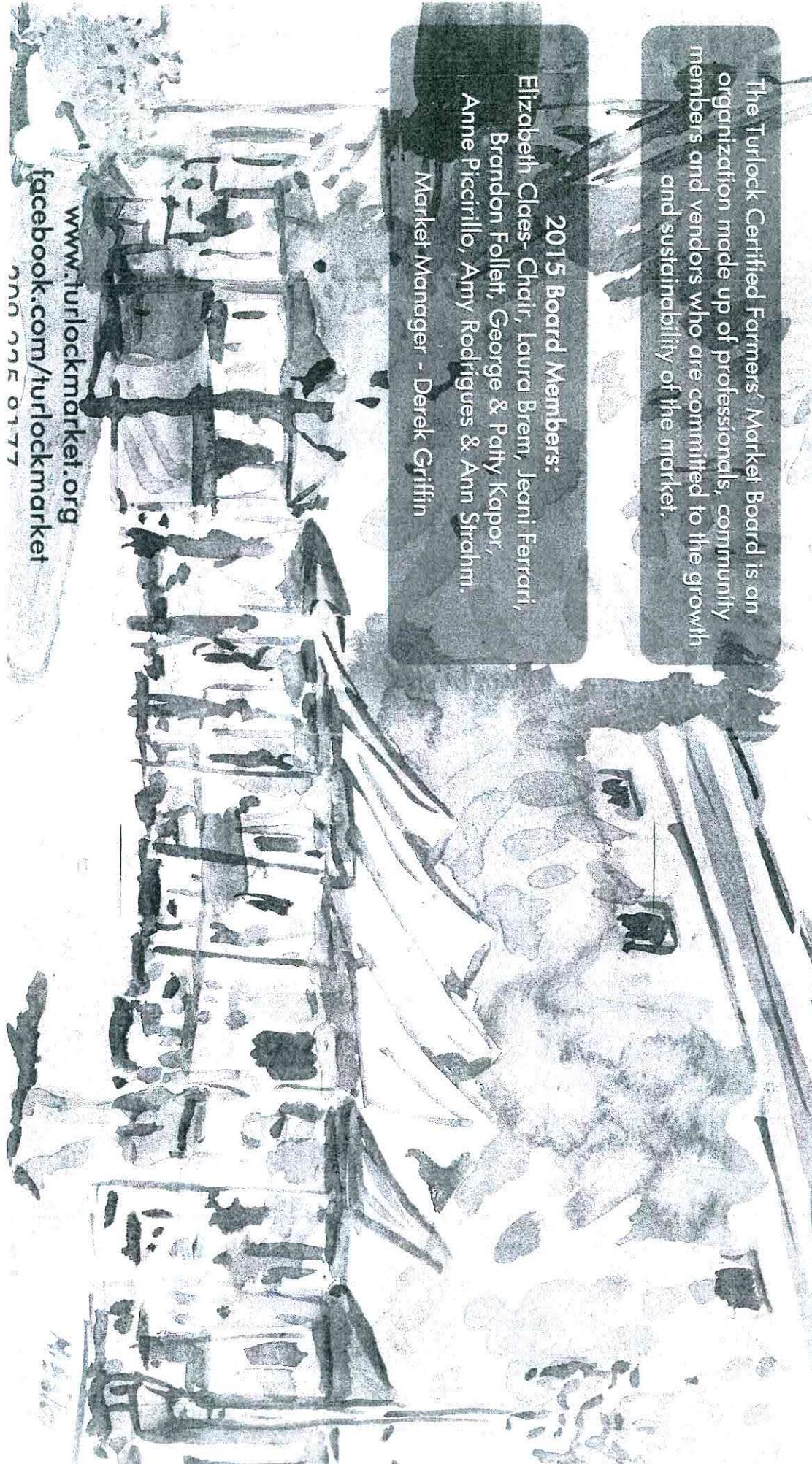
**Multiple articles in the Modesto Bee and Turlock Journal**

**Increased foot traffic to Downtown Turlock**

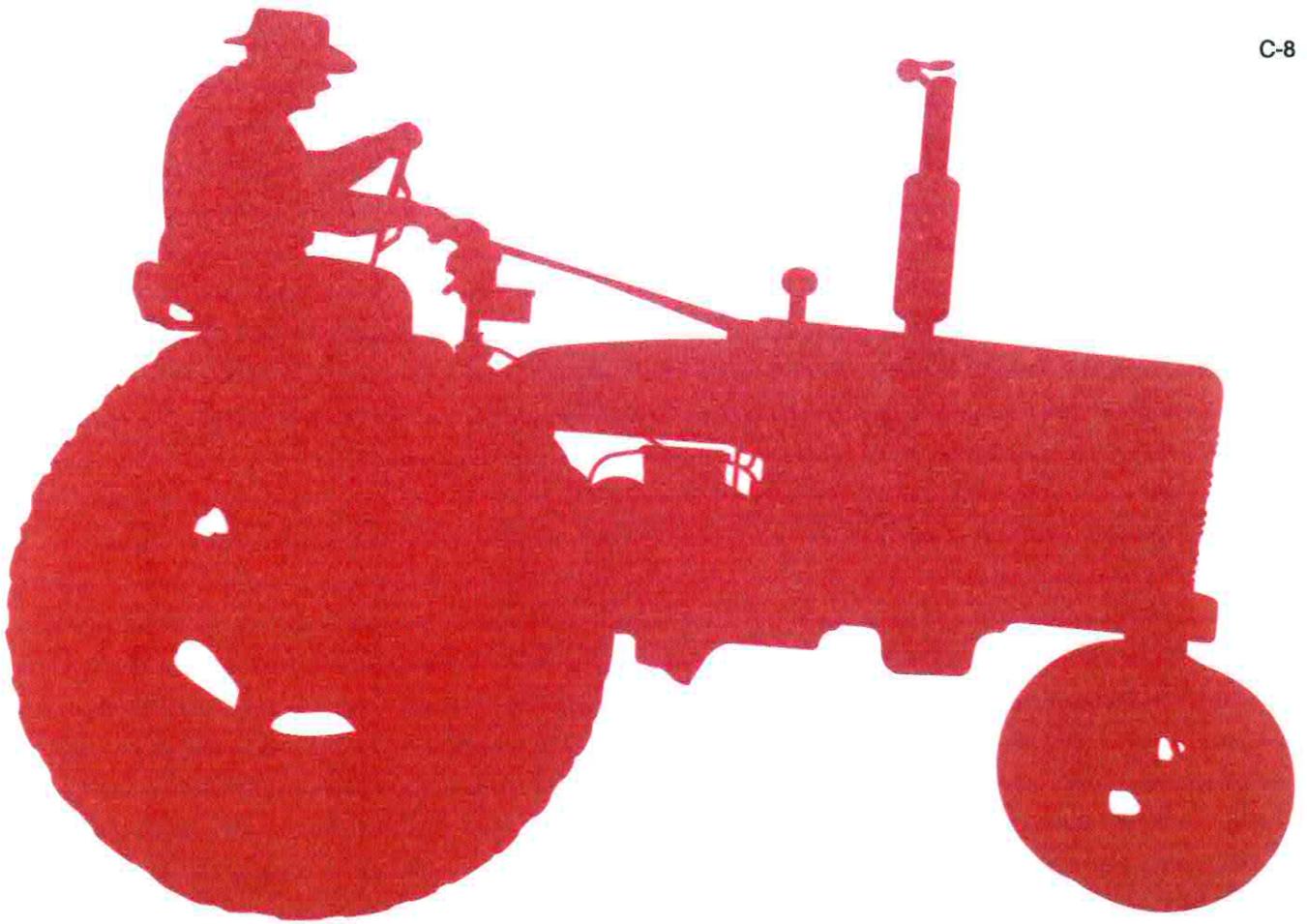


The Turlock Certified Farmers' Market Board is an organization made up of professionals, community members and vendors who are committed to the growth and sustainability of the market.

**2015 Board Members:**  
Elizabeth Claes-Chair, Laura Brem, Jeanni Ferrari,  
Brandon Follett, George & Patty Kapor,  
Anne Piccirillo, Amy Rodrigues & Ann Strahm.  
Market Manager - Derek Griffin



[www.turlockmarket.org](http://www.turlockmarket.org)  
[facebook.com/turlockmarket](https://facebook.com/turlockmarket)  
209.225.0177



FARMERS



MARKET

TURLOCK

# Turlock Certified Farmers Market

## Estimated Economic Analysis

### **Spin-Off Potential to local business and local government**

#### **Estimated Visits to TCFM**

- Spring – 2800 visits per week x 10 weeks =28,000 visits
- Summer – 2000 visits per week x 10 weeks =20,000 visits
- Fall to November – 1450 visits per week x 9 weeks =14,500 visits
- Total Estimated Annual Year-Round Visits =62,500 visits

#### **Total Estimated Annual Year-Round Visits**

- 62,500 visits/2 people per family group = 31,250 purchasing agents
- 31,250 x \$30.00 Average spent each visit = \$ 937,500

**Spin-off Rate = for every \$1 spent at the market, up to \$3 is spent at nearby businesses\*\***

- \$ 937,500 sales revenue x \$ 3 = \$ 2.8125 million potential to local businesses

**1 % sales tax revenue on \$ 2.8125 million = \$ 28,125 annually**

- There is a potential spin-off of \$ 2.8125 million into local businesses while potential local tax benefit is an estimated \$28,125 annually. This amount can cover any recoverable costs of maintaining the street and market facilities.

\*\*Study of Costs and Benefits of California Certified Farmers' Markets, Division of Marketing Services, California Department of Food and Agriculture. August 1984.

## **TCFM Calendar 2016**

May 7 – Opening Day

May 14 – Jr. Iron Chef (Partnership with TDPOA)

May 21 – Bike Rally (Partnership with Bike Turlock, Commute Connection, City of Turlock Engineering Department)

June 18 – Fashion Day (Partnership with TDPOA)

July 2 – Independence Day

August 6 – Kid’s Day – Petting Zoo, Mascot from Modesto Nuts, etc.

August 13 – Back to School

September 17 – CSU Stanislaus Day (If they are willing?)

September 24 – Health and Wellness Day (Partnership with TDPOA)

October 1 – Adult Iron Chef (Partnership with TDPOA)

October 15 – Photo Day (Partnership with TDPOA)

October 22 – Coyote Peterson Life Science Discovery Event for Children (Partnership with TDPOA)

October 29 – Harvest Market – Guess the weight of the Pumpkin, Costume Contest, etc.



### 501(c)3 Narrative – Submitted August 2014

The Turlock Certified Farmers' Market (TCFM) was created to provide the community of Turlock, and the surrounding areas, access to local, seasonal agricultural commodities while supporting local farmers interested in marketing their commodities/products at a local, urban venue.

While providing local farmers a venue to sell their goods, it provides community members the opportunity to have fresh, local and seasonal foods purchased directly from the farmers who grew and, when applicable, processed those commodities. Thus, the farmers' market creates a venue for community members, including youth, to connect with local farmers. This encourages a deeper connection to, and understanding of, where our food comes from.

In the bigger picture, the TCFM Board fulfills the broader mission of the farmers' market – to educate the public about the health and nutrition connected to eating a variety of fruits and vegetables. The Board has reached out to several schools and school districts in our community to arrange field trips for youth of all ages. The field trips are curriculum based, educating students of the agricultural prominence of our region as well as the nutritional element of exposing kids, first hand, to fresh seasonal foods.

Turlock Unified School District and Turlock Certified Farmers Market work together to ensure that every Market has educational activities for students and their families. TUSD and TCFM also work together to create special day and night markets with distinct themes centered on educating the community and promoting healthy living.

- *Kids to Market* – is set up so when classes arrive, often by bus, there is an array of activities for them. One popular activity is the *Art Walk* where we partner with the Carnegie Arts Center. A representative from the Carnegie walks the students to the art center to view an exhibition and spend time in the art studios creating "Ag-Art"— students return for a tour of the market, led by one of the TCFM docents – each student receives a \$2 Market Buck to purchase fresh produce as they explore the market. The local vendors spend time with the students, telling them of their farming practices and products.
- *TUSD Night Market* – Turlock Unified School District Child Nutrition Services has multiple booths where visitors are given books, pamphlets, games, prizes and fresh produce; all for the purpose of educating parents and their children about healthy lifestyles. The activities at the Market are organized around the theme of healthy lives. There are cooking demonstrations, prize-oriented contests, information on activities and events available year round by the City of Turlock's Parks and Recreation Services, as well as demonstrations by area health and fitness organizations (i.e. Judo, yoga, and aerobics), to name a few.
- *TUSD Pitman High School Future Farmers of America (FFA)* – Pitman High FFA brings the organic produce they've grown on their one-acre garden to the Market, to sell. A recent article in the

local newspaper, *Turlock Journal*, highlighted that, “students... maintain the crops and can be found on Friday mornings selling their organic produce at the Turlock Farmers Market.”<sup>1</sup> The students are enthusiastic about their farm work and enjoy telling market goers about their experiences, anything from irrigation, organic pest control, fertilizing, weeding, and harvesting their crops.

Healthy lifestyle for adults as well as children is not only promoted by healthy eating, it is promoted by emphasizing active living. *Bike Month: Commute Connection* is a non-profit program supported by the San Joaquin Council of Governments, Stanislaus Council of Governments and Merced County Council of Governments. The sponsors provide educational materials on the health benefits of alternative modes of transportation that stress the impact not only on a healthier body but a healthier planet. *Bike Turlock*, in conjunction with *Bike Month*, provides educational materials on safe bike routes, current and planned pedestrian and bicycling infrastructure and has educational handouts as well as reflectors, leg bands and bike route maps, all at no cost.

TCFM also has a wide range of additional educational activities at the Market. The Market pairs with local authors for book signings, the City of Turlock for Municipal Services Day when the City provides a working police car, fire truck, ambulance, earth mover, commuter bus, and other city vehicles that are completely accessible to market goers. Police officers, fire fighters, EMT’s, municipal workers, and bus drivers are on hand to demonstrate their vehicles and equipment, as well as to explain their daily activities to market goers. Several times per season, TCFM provides a booth for the Friends of Turlock Library. This organization brings free books and *story time* where market goers are invited to sit and listen. The Market also pairs with a local petting zoo where children (and adults) are able to interact with local farm animals.

In closing, Turlock is one of the most agriculturally productive regions in the nation. And yet, these nutritionally rich commodities remain unavailable to a growing portion of our population, which includes a significant percentage of our children. While Turlock is not considered a food desert, there is an educational component to food and nutrition. The TCFM’s goal is to not just provide food at the Market, but also to educate the local population on both the value and health benefits of consuming fresh, locally produced fruits and vegetables

In Stanislaus County, 14.7% of our total population is participating in SNAP<sup>2</sup>, 20% of which are children. Additionally, approximately 20% of our population is 125% or more below the Federal Poverty Level, and an astounding 64% of the 13,200 students enrolled in the Turlock Unified School District are participating in the Federal School Lunch Program<sup>3</sup>. The purpose for providing these statistics is to

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<sup>1</sup> Arakelian, Elizabeth. 2014. “Turlock School District Garden Coming To Fruition.” *The Turlock Journal*, July 3.

<sup>2</sup> Tong, Olivia and Sarah S. Hutchins. 2013. *Community Health Needs Assessment of Stanislaus County, 2013*. Modesto, CA: Stanislaus County Health Services Agency.

<sup>3</sup> <http://www.healthyschoolenvironment.org/farmtoschool#TOC-Turlock-Unified-School-District>

contextualize our population's needs, and demonstrate how necessary and important the Market is in providing a conduit for education and information. To that end, the TCFM is partnering with our local school district to educate parents, children, and concerned citizens on the importance of a healthy lifestyle, which includes locally grown fresh food.

As a major agricultural area, the TCFM partners with local food processors and farm-related businesses and thus promotes the impact of agriculture on our local community and economy. This, then, becomes an important focus of our organization: to raise the urban community's awareness of the economic impact of the agricultural infrastructure in our community.

Additionally, and extremely important, is the community-building aspect of the TCFM. The Friday morning market has proven to be a popular place for people to meet, buy locally grown foods as well as prepared foods sold by local food vendors at the market. The *local* food vendors have added to the attraction for community members to gather in Turlock's town center. The downtown businesses are enjoying the added foot traffic which has proven to increase retail and restaurant sales on Friday morning.

Turlock's current farmers' market, Turlock Certified Farmers Market (TCFM), has been in operation since 2010. In 2009, a group of volunteers began meeting and eventually created a working board. The board consisted of members who represented the City of Turlock, Turlock Downtown Property Owners Association (TDPOA), California State University, Stanislaus, students, local farmers and interested community members. The board operated its first successful season under the umbrella of the TDPOA and its 501(C)(3) status.

Now, in its fifth season, the TCFM has more than sixty vendors, both certified and non-certified, and a weekly attendance of several thousand. The market has proven to be an asset to the downtown by putting feet on the street. Turlock's mayor, councilmembers, city staff, chamber of commerce, arts center and hometown hospital are working with the board to ensure its success. With five years of steady growth and the recent addition of an EBT machine, the market is demonstrating how exposure to fresh local foods and healthy living not only benefits the local population with better health, it benefits the local economy.

<b>Turlock Certified Farmers Market Budget</b>	<b>2016</b>
<i>Revenue</i>	
City Grant	\$3,000.00
Vendor Application & Weekly Fees	\$26,300.00
Promo Sales	\$250.00
Sponsorships	\$7,750.00
<b>TOTAL REVENUE</b>	<b>\$37,300.00</b>
<i>Marketing &amp; Advertising</i>	
Promo Items	\$800.00
Advertising	\$4,800.00
Events/Entertainment	\$2,000.00
<b>Total Advertising</b>	<b>\$7,600.00</b>
<i>License/Fees</i>	
Business License	\$200.00
County and Other Licence Fees	\$550.00
CA Dept of Food and Agriculture	\$2,100.00
<b>Total Licenses/Fees</b>	<b>\$2,850.00</b>
<i>Management</i>	
Insurance	\$1,200.00
Management/Accounting/Interns/Other Labor	\$21,900.00
<b>Total Management</b>	<b>\$23,100.00</b>
<i>Other</i>	
Phone	\$540.00
Restroom/Trash/Other Supplies	\$3,380.00
<b>Total Other</b>	<b>\$3,920.00</b>
<b>TOTAL EXPENSES</b>	<b>\$37,470.00</b>



**e-Postcard**  
file your electronic IRS Form 990-N

[Home](#)[Support](#)[Links](#)[Log Out](#)

## Form 990-N (e-Postcard) Submitted

**TURLOCK CERTIFIED FARMERS MARKET**

**45-5070323**

**2015 IRS Form 990-N (e-Postcard)**

**1/1/2015 - 12/31/2015**

Congratulations, your Form 990-N (e-Postcard) has been submitted to the IRS.

Once the IRS receives and processes your e-Postcard (usually within 30 minutes), you will receive an email indicating whether your e-Postcard was accepted or rejected. If accepted, you are done for the year. If rejected, the e-filing receipt email will contain instructions on how to correct the problem.

[Log out](#)[Go To Filing Status Page](#)

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Questions or problems regarding this web site should be directed to [Tech Support](#)

Concerned about your privacy? Please view our [privacy](#) policy.

This website is best viewed with Microsoft Internet Explorer 6.0+ or Mozilla Firefox with a screen resolution of 1024 X 768.

Last modified: December 31, 2015.

**Turlock Certified Farmers Market**  
**Balance Sheet**  
As of December 31, 2015

	<u>Dec 31, 15</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10000 · Farmers & Merchants 3701	15,260.48
<b>Total Checking/Savings</b>	<u>15,260.48</u>
<b>Total Current Assets</b>	<u>15,260.48</u>
<b>TOTAL ASSETS</b>	<u><u>15,260.48</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
30000 · Opening Balance Equity	3,700.20
32000 · Unrestricted Net Assets	7,283.90
Net Income	4,276.38
<b>Total Equity</b>	<u>15,260.48</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>15,260.48</u></u>

**Turlock Certified Farmers Market**  
**Profit & Loss**  
Year to Year Comparison  
2013 to 2015

	Jan - Dec 13	Jan - Dec 14	Jan - Dec 15	% Growth 3 years
<b>Income</b>				
<b>40000 · Income</b>				
43300 · Direct Public Grants	3,000.00	3,000.00	3,000.00	0%
<b>43400 · Downtown Farmers Market</b>				
43410 · Vendor Fees	18,981.00	19,731.00	24,073.00	21%
43430 · Promo/Misc	-496.00	-265.00	366.78	235%
<b>Total 43400 · Downtown Farmers Market</b>	<b>18,485.00</b>	<b>19,466.00</b>	<b>24,439.78</b>	<b>24%</b>
49000 · Sponsorships	7,250.00	9,875.00	8,900.00	19%
<b>Total 40000 · Income</b>	<b>28,735.00</b>	<b>32,341.00</b>	<b>36,339.78</b>	<b>21%</b>
<b>Expense</b>				
<b>60000 · Operating Expense</b>				
60900 · Marketing & Advertising	58.00	69.00	0.00	
60940 · Internet Marketing	342.00	282.00	871.65	
60960 · Signage & Flyers	2,241.00	361.00	1,574.30	
60970 · Promo Items	0.00	88.00	1,419.77	
60980 · Advertising	3,255.00	1,686.00	410.91	
60995 · Events/Entertainment	1,300.00	1,600.00	1,870.00	
62800 · License/Fees	698.00	820.00	2,089.40	
<b>64100 · Management Services</b>				
62100 · Insurance	1,060.00	1,079.00	1,103.80	
62120 · Market Manager	13,600.00	15,300.00	16,860.00	
62140 · Intern or Other Labor	1,121.00	1,724.00	1,300.00	
62190 · Accounting Fees	1,470.00	1,870.00	2,232.50	
<b>Total 64100 · Management Services</b>	<b>17,251.00</b>	<b>19,973.00</b>	<b>21,496.30</b>	
65000 · Rental Equipment & Other Expense	3,876.00	3,724.00	2,331.07	
<b>Total 60000 · Operating Expense</b>	<b>29,021.00</b>	<b>28,603.00</b>	<b>32,063.40</b>	<b>9%</b>
<b>Net Income</b>	<b>-286.00</b>	<b>3,738.00</b>	<b>4,276.38</b>	<b>107%</b>

**Turlock Certified Farmers Market**  
**Profit & Loss**  
 January through December 2013

	Jan - Dec 13
<b>Income</b>	
40000 · Income	
43300 · Direct Public Grants	3,000.00
43400 · Downtown Farmers Market	
43410 · Vendor Fees	18,981.00
43430 · Promo/Misc	-496.00
<b>Total 43400 · Downtown Farmers Market</b>	<b>18,485.00</b>
49000 · Sponsorships	7,250.00
	<b>28,735.00</b>
<b>Expense</b>	
60000 · Operating Expense	
60900 · Marketing & Advertising	58.00
60940 · Internet Marketing	342.00
60960 · Signage & Flyers	2,241.00
60970 · Promo Items	0.00
60980 · Advertising	3,255.00
60995 · Events/Entertainment	1,300.00
62800 · License/Fees	698.00
64100 · Managment Services	
62100 · Insurance	1,060.00
62120 · Market Manager	13,600.00
62140 · Intern or Other Labor	1,121.00
62190 · Accounting Fees	1,470.00
<b>Total 64100 · Managment Services</b>	<b>17,251.00</b>
65000 · Rental Equipment & Other Expense	3,876.00
	<b>29,021.00</b>
<b>Net Income</b>	<b>-286.00</b>

**Turlock Certified Farmers Market**  
**Profit & Loss**  
 January through December 2014

	Jan - Dec 14
<b>Income</b>	
40000 · Income	
43300 · Direct Public Grants	3,000.00
43400 · Downtown Farmers Market	
43410 · Vendor Fees	19,731.00
43430 · Promo/Misc	-265.00
<b>Total 43400 · Downtown Farmers Market</b>	<b>19,466.00</b>
49000 · Sponsorships	9,875.00
	9,875.00
<b>Total 40000 · Income</b>	<b>32,341.00</b>
<b>Expense</b>	
60000 · Operating Expense	
60900 · Marketing & Advertising	69.00
60940 · Internet Marketing	282.00
60960 · Signage & Flyers	361.00
60970 · Promo Items	88.00
60980 · Advertising	1,686.00
60995 · Events/Entertainment	1,600.00
62800 · License/Fees	820.00
64100 · Managment Services	
62100 · Insurance	1,079.00
62120 · Market Manager	15,300.00
62140 · Intern or Other Labor	1,724.00
62190 · Accounting Fees	1,870.00
<b>Total 64100 · Managment Services</b>	<b>19,973.00</b>
65000 · Rental Equipment & Other Expense	3,724.00
	3,724.00
<b>Total 60000 · Operating Expense</b>	<b>28,603.00</b>
<b>Net Income</b>	<b>3,738.00</b>

**Turlock Certified Farmers Market**  
**Profit & Loss**  
 January through December 2015

	Jan - Dec 15
<b>Income</b>	
40000 · Income	
43300 · Direct Public Grants	3,000.00
43400 · Downtown Farmers Market	
43410 · Vendor Fees	24,073.00
43430 · Promo/Misc	366.78
<b>Total 43400 · Downtown Farmers Market</b>	<b>24,439.78</b>
49000 · Sponsorships	8,900.00
	<b>36,339.78</b>
<b>Expense</b>	
60000 · Operating Expense	
60900 · Marketing & Advertising	0.00
60940 · Internet Marketing	871.65
60960 · Signage & Flyers	1,574.30
60970 · Promo Items	1,419.77
60980 · Advertising	410.91
60995 · Events/Entertainment	1,870.00
	<b>2,089.40</b>
62800 · License/Fees	2,089.40
64100 · Managment Services	
62100 · Insurance	1,103.80
62120 · Market Manager	16,860.00
62140 · Intern or Other Labor	1,300.00
62190 · Accounting Fees	2,232.50
<b>Total 64100 · Managment Services</b>	<b>21,496.30</b>
65000 · Rental Equipment & Other Expense	2,331.07
	<b>32,063.40</b>
	<b>32,063.40</b>
<b>Net Income</b>	<b>4,276.38</b>

Organization: TURLOCK CERTIFIED FARMERS MARKET  
EIN: 45-5070323  
Submission Type: Form 990-N  
Year: 2015  
Submission ID: 7800582016039bi23914  
e-File Postmark: 2/8/2016 10:13:42 AM  
Accepted Date: 2/8/2016

The IRS has accepted the e-Postcard described above. Please save this receipt for your records.

Thank you for filing.

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e-Postcard technical support  
Phone: 866-255-0654 (toll free)  
email: [ePostcard@urban.org](mailto:ePostcard@urban.org)

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TURLOCK CERTIFIED FARMERS MARKET  
PO Box 154  
Turlock, CA 95381-0154

## NON Certified

## Vendor List 2016

1. Blessed Incense- Incense
2. Cece Bows- Bows
3. Cervenka Photography-Photographs, Art
4. Colston Dog Treats-Dog Treats
5. Edith's Bakery- Breads, all Varieties
6. Soaps by Hailey- Soaps
7. Jars of Delicious- Jams, Jellies
8. Latif's Pies- Pies
9. Legacy Toffee- Toffee
10. Bistro 234- Tea, Spices, Sauces
11. Lisa's Cookies-Cookies
12. Maria's Mexican Food- Mexican Food
13. Hummus Heaven-Hummus, Pita Chips
14. Hawaiian Shaved Ice-Shaved Ice
15. 5 King Beef- Grass Fed Beef
16. Pablo's Salsa- Salsa
17. Pageo-Lavendar Products
18. Nutter Milk- Milk
19. Pic-Nic Creations- Picnic Baskets
20. Braclets by Jacalyn-Jewelry
21. Len's Woodshop- Wood Products
22. Dumont Boutique- Clothing
23. RK kettlecorn- Kettle Corn
24. Wolfsen's Sausage- Sausage
25. Valeria's- Jewelry
26. Wild Salmon-Salmon
27. Café Marius- Coffee
28. Dos pueblos- Tamales
29. Krafty Kinsman- Knick Knacks
30. Leon's Woodworks-Wood products
31. Cupcakes by Jo- Cupcakes

## Certified

32. Athenas Olive oil- Olive oil
33. Packwood Farms- Flowers, Eggs
34. Bava Farms- Vegetables
35. J&J farms- Fruit
36. Yangs Farm- Vegetables
37. Ellie & Charley-Vegetables, Greens

38. Golden Comb- Honey
39. Cottage Blueberries-Blueberries
40. Nicolau Farms-Cheese



**TURLOCK CERTIFIED FARMERS MARKET**  
P.O. Box 154 | Turlock, CA. 95381

**2016 Membership Application**

Name \_\_\_\_\_

Business Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**List all Products you intend to sell below:** (list additional items on the back of this page)

_____	_____
_____	_____
_____	_____
_____	_____

**Please indicate the months you will be attending the market:**

\_\_\_\_ May

\_\_\_\_ June

\_\_\_\_ July

\_\_\_\_ August

\_\_\_\_ September

\_\_\_\_ October

Please include the following items:

1. Yearly Membership dues of \$100.00 (**\$125.00 if paid after April 1, 2016**)
2. A current certified producers certificate.(farmers only)
3. A copy of your certificate of liability insurance.
4. Any other applicable permits or certificate

**When signing this application you are assuring that all information you are giving is true and accurate, and you have read and understand the attached market rules.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## TURLOCK CERTIFIED FARMERS MARKET

P.O. Box 154 | Turlock, CA. 95381

### 2016 Farmers Market Rules

#### Vendors and Commodities

1. All Vendors must be current members of the Turlock Certified Farmers Market (TCFM), and must display all required permits, certificates and licenses, in their market stall at each market they attend.
2. A Vendor who would like to sell any commodity not listed on the vendor's original membership application shall first inform the Market Manager and the Board of Directors of TCFM ("Board"), who must approve of the sale of such new commodity before it may be brought to any market. Vendors will be required to remove all unapproved commodities from their market stall.
3. Non-certified items shall only be sold in a non-certified section of the market.
  - a. All products sold in the non-certified section must be approved by the Board and comply with all applicable regulations.
  - b. Fishermen vendors who have all appropriate Fish and Game licenses and health permits may be permitted to sell products in the non-certified section of the market. Fishermen vendors may only sell the fish and seafood they catch or raise. NO MIDDLEMEN or FISH PEDDLERS will be allowed to sell products at the market.
4. The Board of TCFM sets limits on the number of vendors selling a particular product or commodity. No vendor will be given any exclusive right to sell a commodity or product and no vendor will be allowed a monopoly on any given product or commodity at any TCFM market. The Board in its sole discretion will determine the number of vendors who may sell the same product or commodity in accordance with seasonal variations and customer demand. No vendor will be allowed to sell any commodity that has not been approved by the Board.
5. No commission sales persons, brokers or middlemen shall be allowed to sell products at a TCFM market.
6. Vendors who apply to sell crafts must follow these guidelines: the products must be created, sewn, constructed, or otherwise fashioned from component materials or items thematic with the image of the TCFM.

#### Market Conduct and Market Procedures

7. Time of arrival at each Market, due to crowded conditions and safety issues, must be strictly adhered to. You will be given a verbal warning if you are late. A vendor, who is consistently tardy, may at the discretion of the Market Manager, be fined up to \$50. The fine must be paid before vendor sets up for market. Vendors must stay for the duration of the market. There will be no tear-down prior to 1pm.

#### **Downtown Turlock Market: Arrive no later than 7:00AM | Market Hours 8AM to 1PM**

8. If a member is unable to attend a market, he/she must contact the Market Manager at least 48 hours in advance at 209-225-8177. Any vendor who is absent without such notice will be responsible for the payment of their market stall fees for the missed market.
  - a. Sellers are expected to come to the TCFM markets regardless of weather conditions. The TCFM depends on regular attendance of sellers to continue throughout the season. Sickness, lack of product and vehicular breakdown are among the few legitimate excuses for missing a market. Irregular attendance for other reasons, including wet weather and anticipated slow sales, may be grounds for suspension. Other vendors and customers count on sellers' regular attendance.

Vendor's Initials: \_\_\_\_\_

9. The size and location of a vendor's stall space at each market will be determined at the discretion of the Market Manager. TCFM expects all vendors to be flexible about this determination. Vendor's maximum length of displayed products and vendor's vehicle shall not exceed 24 feet from curb; and be in accordance with applicable laws for fire lane access. Location of market stall spaces are not guaranteed to a vendor from year to year. **The fee for a 10'x10' stall space is \$22.00 per week.**
10. TCFM accepts EBT and will provide \$1 or \$5 tokens to patrons who have EBT which may only be used to purchase produce or other perishable items that are not prepared. For more information regarding what items are eligible for EBT benefits can be found at <http://www.fns.usda.gov/snap/eligible-food-items>. Vendors shall accept the TCFM FARMERS' MARKET BUCKS (aka Market Bills). These green coupons given out at various times by TCFM can be redeemed for equivalent cash from the Market Manager at the end of each week's market.
11. Market stall protocol:
  - a. Vendors shall keep their market stalls as safe and orderly as possible and shall comply with all county health codes, including keeping all food products at least 6 inches above the ground.
  - b. Market stall must be swept clean before leaving the market.
  - c. Pre-packaged goods sold must display the weight, the contents and the seller's name and address on the container.
  - d. No alcoholic beverages, chewing tobacco, smoking, bicycling, skating, skateboarding, or dogs are permitted in or around the market area.
  - e. Radios are not allowed to be played during market time.
  - f. Vendors shall be appropriately attired during market hours. Shoes and shirts must be worn at all times.
12. All vendors are responsible for the actions of their employees during each market. Each vendor agrees that the Market Manager may eject any vendor's employee for inappropriate conduct at the market.
13. TCFM permits vendors to offer samples of produce or market products only under the following conditions:
  - a. All samples shall be provided in compliance with applicable county health department regulations, which regulations may vary from county to county.
  - b. Samples may only be given in a vendor's designated stall space.
  - c. A vendor shall promptly pay any fine levied by a County Health Department for violation of its regulations on samples.

**Discipline**

14. All vendors shall cooperate with the Market Manager and the Board of TCFM regarding market conduct and the enforcement of these Rules. All vendors and their employees are expected to conduct themselves in a polite, civilized and cooperative manner. In the event of a dispute regarding any action taken as a result of the behavior of a vendor or a vendor's employees' at the market, or as a result of the vendor's failure to comply with these Rules; the vendor and the Board shall submit the matter to binding arbitration. Vendors acknowledge that the Bylaws of TCFM provide that membership may be revoked by vote of the Board for any member whose behavior is determined to be disruptive or who violates these Rules.

**TCFM disciplinary action for violation of these Rules may be given as follows:**

- A. First violation: a verbal warning from the Market Manager.
- B. Second violation: a written warning from the Market Manager; and vendor shall appear before the Board TCFM who will decide whether to impose a fine, or suspend the vendor's right to attend future markets.
- C. Third violation: vendor's membership in TCFM will be terminated and vendor shall no longer be permitted to sell any product at a TCFM market.
- D. Nothing in the foregoing discipline procedure above shall limit the market manager or the board from having a vendor ejected from a market for inappropriate behavior or violation of these rules.

Vendor's Initials: \_\_\_\_\_

**Membership**

15. All vendors must be members in good standing of TCFM. The term of membership in TCFM commences January 1st to December 31st of each calendar year. Unless a vendor has been subject to disciplinary action or a vendor's membership has been terminated in the term, or a vendor has not completed the probationary period, a vendor will be allowed to renew his or her membership in TCFM for the next following year. Applications for renewal of membership in TCFM will be sent out to the previous year's members in good standing by March 1st of each year and are due back in the TCFM office no later than April 1st.

### **New Vendors – New Products**

16. Each new vendor shall be allowed to sell at the TCFM markets for a probationary period determined by the Board. Probationary periods will be also established for any vendor who wants to sell products not listed on vendor's original membership application. The length of a probationary period is set at the sole discretion of the Board. Prior to selling at any TCFM market, the new vendor or vendor with new products shall sign a letter indicating vendor's agreement to the following:
  - a. The type of products the vendor is allowed to sell
  - b. The market(s) at which the vendor will sell the designated products
  - c. The months in which the vendor will be allowed to sell the designated products.Vendors will be required to remove all unapproved products from their market stall.

### **Seniority of Vendors**

17. Although membership in TCFM is accepted on an annual basis, renewing members can accrue a preference over other vendors with respect to the selling of certain products continuously sold by the vendor in the past. This is referred to as product "seniority". A product seniority list is kept by the Market Manager, and is maintained separately for each market location. Product Seniority is accrued over the number of years that a vendor has sold continuously in a particular market. The more years a vendor has sold a particular product at a given market, the product seniority is greater. Seniority in one product does not give that vendor seniority for any other products. If a vendor would like to sell new products at a market, the vendor must obtain the approval of the Board for such new products. Even if the Board will allow a vendor to sell a new product, the Board will set limits on the quantity of a new product the vendor is now allowed to sell and determine the months during which the vendor is allowed to sell the new product. Vendors will be required to remove all unapproved products from your table. Organic and conventional products are considered two different commodities.
18. We ask all vendors to be considerate of their fellow vendors when giving discounts at the end of market. If a vendor would like to give their customers a substantial discount on product please do so at the CLOSE of market and not before. The market closes at 1:00 PM. We suggest that any food left over may be given to the charity of your choosing, such as the Second Harvest Food Bank.

### **Closing Statement:**

The Board of Directors of TCFM would like to remind all members that it holds regular Board meetings to discuss all matters of Market business. If a vendor has any grievances, suggestions, safety issues, space issues, commodity additions or any other conflicts, contact the Market Manager, or a board member about having the item of concern placed on the Board meeting agenda. Board meeting agendas must be completed at least 10 days before a scheduled board meeting. If a vendor is unable to attend the next board meeting, the vendor's concern should be submitted in writing and given it to the Market Manager or Board member for presentation at the next meeting. The Board meeting is the proper forum to resolve any conflicts or concerns of vendors, not the market. Currently Board meetings are held on the first Friday of the month at 11:30 AM at a location to be determined by the board. It is the goal of TCFM to provide a pleasant family atmosphere for our customers' enjoyment; all vendors are asked to respect this.

Vendor's Initials: \_\_\_\_\_

**Vendor Regulatory Compliance Checklist**

Vendor Name \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_ 1. Certification (if applicable)

\_\_\_\_\_ 2. Health Department Compliance (if applicable)

\_\_\_\_\_ 3. Booth compliance as stated in 2016 Farmers Market  
Rules

Vendor Signature \_\_\_\_\_

Market Manager Signature \_\_\_\_\_



Free  
Coupons

# SENIOR FARMERS' MARKET NUTRITION PROGRAM

Friday, JULY 8th  
\*8:00 a.m. – 11:00 a.m.

LOCATION:  
**Turlock Farmers' Market**  
(On Broadway between Main & Olive )

## COUPON RULES & ELIGIBILITY:

- Coupons are for Stanislaus County residents 60 years of age or older.
- Coupons are for those with limited income < \$1,670/month for one.
- **Coupons can be used to buy only fresh fruits, vegetables, honey or edible herbs at Certified Farmer's Markets.**
- Coupons cannot be redeemed at grocery stores.
- No change will be given for the coupons.
- Lost or stolen coupons will not be replaced.
- **One set of coupons per person each year while supplies last.**
- Coupons must be used by November 30<sup>th</sup>, 2011

## HOW TO GET YOUR FREE COUPONS:

Coupons will be distributed at the Turlock Farmer's Market  
**Friday, July 8th starting at 8:00 a.m.**

(\*First come first serve basis to the first 100 seniors)

Remember: only one booklet per eligible senior per year...

FOR MORE INFORMATION CALL  
Senior Information & Assistance  
(209) 558-8698 or toll-free (800) 510-2020





MEMORANDUM

Date: January 28, 2016  
 To: Derek Griffin, Manager, Turlock Certified Farmers Market  
 From: Joseph F. Sheley, President  
 RE: Turlock Certified Farmers Market Permit Application

Members of the California State University, Stanislaus community have asked that I write on behalf of the Turlock Certified Farmers Market's (TCFM) application for a permit to operate in downtown Turlock. I am unable to do so directly, for presidents of California State University campuses are prohibited from endorsements aimed to influence government (e.g., City Council) actions. Nonetheless, I am able to remark on the relationship that TCFM has had with the University over the past several years in a manner that should not be interpreted as an endorsement going forward. I am pleased to do so.

Since its inception in 2010, TCFM has included among its organizers, board members, and participants, a great many faculty and staff members of the University. Faculty members now serve on the TCFM board. The market also has enjoyed the participation of many of our students. It has been an active internship venue allowing students training in agricultural business, marketing, vendor relations and non-profit development. Additionally, the market has been the site of service-learning courses that permitted students to understand survey and research methods and project development. In this sense, the market has been an active learning lab for students, permitting them to develop real-world professional experience that expanded the classroom into the community. The market manager and board members have devoted considerable time and expertise to mentoring and providing high-quality, pre-professional development opportunities for Stanislaus State students.

In an effort to further such opportunities for our students, as described above, and more generally to link the University more directly with the Turlock community, Stanislaus State has been a sponsor of the market for several years. As well, the University and the market partnered on two nights (September 6, 2013 and September 5, 2014) to promote the gathering of University employees, students, and alumni in downtown Turlock. The 2014 September market was held in conjunction with the Grand Opening of the University Art Space on Main. On both occasions, Turlock saw a virtual sea of red shirts in celebration of a long-standing, positive relationship between city and university and in an effort to promote business opportunities for downtown merchants.

The University achieved recognition on the U.S. President's Honor Roll in 2012, and the Turlock Certified Farmers Market was among the many community partners that provided opportunities for service to the community by our students that year. TMF also has been listed as a community partner in the University's successful application for the Carnegie Community Engagement Classification status in 2008 and 2015. The award of that classification recognizes Stanislaus

**Office of the President**

One University Circle | Turlock, CA 95382 | T 209.667.3201 | F 209.667.3206 | [csustan.edu/president](http://csustan.edu/president)  
 A proud member of the 23-campus California State University system.

State's positive relationship with community organizations such as TCFM, and our commitment to the formation of strong regional partnerships.

In sum, I am pleased to affirm a longstanding and productive relationship between California State University, Stanislaus and the Turlock Certified Farmers Market. It has been a relationship of mutual benefit to the city and the region.

Thank you for your attention.

DEPARTMENT OF FOOD AND AGRICULTURE  
FRUIT, VEGETABLE, AND EGG QUALITY CONTROL

**APPLICATION / CERTIFICATE FOR CERTIFIED FARMERS' MARKET**  
51-047 (Rev. 5/01)

TYPE OR PRINT

**APPLICANT IS (CHECK ONE)**

Certified Producer(s)       Local Government Agency       Nonprofit Organization \*

NAME OF APPLICANT	Turlock Certified Farmers Market	BUSINESS PHONE
MAILING ADDRESS	box 154	RESIDENCE PHONE
CITY	Turlock	ZIP 95381
		FAX NUMBER
RESIDENCE		OTHER NUMBER
CITY		ZIP
		E-MAIL ADDRESS

MARKET NAME **	Turlock Certified Farmers Market	BUSINESS PHONE	209-225-8177
MAILING ADDRESS	box 154	RESIDENCE PHONE	
CITY	Turlock	ZIP 95381	FAX NUMBER
MARKET MANAGER NAME	Derek Griffin	E-MAIL ADDRESS	derek@turlockmarket.com

MARKET LOCATION (Include City and Cross Streets)			
Main st	CITY Turlock	ZIP 95381	COUNTY Stanislaus

**PLANNED SCHEDULE OF OPERATION**

May - October: Sat (8:00 AM - 1:00 PM)
EST. # OF PRODUCER STALLS PER QUARTER 10

As the applicant, I hereby certify that the information provided on this application is true and that the Certified Farmers' Market will be operated in compliance with the Direct Marketing regulations as provided in Title 3, Chapter 3, Group 4, Article 6.5 of the California Code of Regulations.

PRINTED NAME Derek Griffin      CHECK ONE:  APPLICANT       APPLICANT REPRESENTATIVE  
SIGNATURE Derek Griffin      DATE 4/15/2015

<b>FOR OFFICIAL USE ONLY</b>		
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Issue Date <u>4/15/15</u>	Exp. Date <u>4/15/16</u>
Certificate Number <u>50-041515-01</u>		
Approving Officer's Signature <u>[Signature]</u>	Title <u>Deputy Ag Commissioner</u>	Date <u>4/15/15</u>
If not approved, state reasons: _____		

\* Letter of exemption issued by Franchise Tax Board, or Articles of Incorporation certified by the Secretary of State, or certified producer association constitution and by laws must accompany application.  
\*\* Map of Certified Farmers' Market location must accompany application. Show market perimeters with nearest cross streets.

# EXHIBIT "D"

**CITY OF TURLOCK**  
**REQUEST FOR PROPOSALS NO. 16-342**  
**Operation, Management and Marketing of a Certified Farmers Market**  
**Located on City of Turlock Property**

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## INSURANCE DECLARATIONS

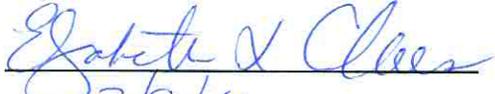
Name of Operator: Turlock Certified Farmers Market  
Business Address: P.O. Box 154, Turlock, CA 95381

Particular insurance specifications and requirements will be set forth in the Agreement. In general, the following documents are required upon award of Proposal:

A Certificate of Insurance accompanied by the following Endorsements:

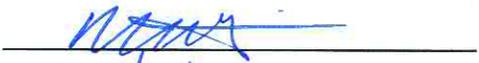
- General Liability Additional Insured (CG 20 10 for ongoing operation and 20 37 for products/complete operations)
- Automobile Liability Additional Insured
- Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided by Us
- Primary and Non-Contributory
- General Liability Waiver of Subrogation
- Workers' Compensation Waiver of Subrogation

The undersigned, as Operator, declares that he/she has carefully examined the insurance requirements in the conditions and will furnish, provide, and execute all necessary insurance certificates and endorsements or other documents specified by City Agreement. The City in its discretion may be require additional insurance.

Signature:   
Date: 3/8/16

**FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN FIVE (5) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.**

The undersigned, as broker or insurance agent for Operator, declares that he/she has carefully examined the insurance requirements in the general conditions and will furnish, provide, and execute on behalf of Operator all necessary insurance certificates and endorsements or other documents specified by City.

Signature:   
Date: 3/8/16

**FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Table with 2 columns: Name Of Additional Insured Person(s) Or Organization(s), Location(s) Of Covered Operations. Includes a footer note: Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# Sample

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT - OTHER INSURANCE  
(PRIMARY AND NON-CONTRIBUTORY COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE PART

**Schedule of Additional Insured(s):**

Any person or organization with whom you have agreed, in a written contract, that such person or organization should be added as an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.

- A. Paragraph C. of this endorsement replaces paragraph 4. **Other Insurance** of **Section IV-Commercial General Liability Conditions**, but only with respect to the insurance afforded to the additional insured(s) scheduled above.
- B. Paragraph C. of this endorsement replaces paragraph 4. **Other Insurance** of **Section IV-Products-Completed Operations Liability Conditions**, but only with respect to the insurance afforded to the additional insured(s) scheduled above.
- C. **Other Insurance**  
Notwithstanding other valid and collectible insurance available to the insured for a loss we

cover under the applicable Coverage Part to which this endorsement is modifying, this insurance is primary and non-contributory.

However, this endorsement:

1. Applies only when you are required by contract, agreement or permit to provide primary and non-contributory coverage for the additional insured, provided such written contract, agreement or permit is fully executed prior to an "occurrence" in which coverage is sought under this policy, and
2. Does not apply to any claim, loss or liability due to the sole negligence of the additional insured.

Sample

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

# Sample

EXHIBIT "A"

CITY OF TURLOCK  
REQUEST FOR PROPOSALS NO. 16-342  
Operation, Management and Marketing of a Certified Farmers Market  
Located On City of Turlock Property

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PROPOSAL COVER SHEET

PROPOSAL CLOSING DATE AND TIME: MARCH 8, 2016, 3:00 PM

The City of Turlock invites sealed Proposals which shall be enclosed in an envelope clearly marked:

**Operation, Management and Marketing of a Certified Farmers Market  
Located On City of Turlock Property  
REQUEST FOR PROPOSAL NO. 16-342  
CLOSING DATE AND TIME: MARCH 8, 2016, 3:00 PM**

- 1) Return original Proposal to: City of Turlock  
Parks, Recreation and Public Facilities  
144 S. Broadway  
Turlock, CA 95380-5435
- 2) Operator must complete and sign this Proposal form.

OPERATOR TO READ

NO PROPOSAL IS VALID UNLESS SIGNED BY THE PERSON MAKING THE PROPOSAL AND ALL BLANKS ARE FILLED IN. THE PERSON SIGNING WILL BE RESPONSIBLE FOR RECEIVING OFFERS, CONDUCTING NEGOTIATIONS, AND ADMINISTERING THE AGREEMENT, IF AWARDED.

Organization: Peter Cipponeri Farms, LLC dba Golden State Farmers' Markets Association

Address: P.O. Box 1131, Turlock, CA 95381

Telephone Number: (209) 620-8998 Fax Number: (209) 620-8781

E-Mail Address: peter@GSFMA.org

Authorized Representative (Printed Name): Peter Cipponeri

Title: Director of Operations

The undersigned, upon acceptance, agrees to furnish all of the services in accordance with requirements, specifications, terms and conditions of this RFP for the Operation, Management and Marketing of a Certified Farmers Market Located on City Property dated xx.

#### **Nondiscrimination Clause**

- a) In connection with the execution of the agreement, the terms and conditions of which will be determined by the City, OPERATOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, sexual orientation and sex, gender or national origin. OPERATOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. OPERATOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, OPERATOR shall comply with the provisions of Section 1735 of the California Labor Code.
- b) Operator and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Operator shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Operator shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hour notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

#### **Non-discrimination of the Handicapped: Policy Statement**

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Operators and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

#### **Transportation of Hazardous Materials:**

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Operator hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses

and registrations applicable to transporters and transportation of toxic and/or hazardous materials/ substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

**Drug Free Workplace**

Operator/Operators certify/certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

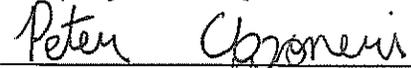
**Licenses and Certifications**

Operator certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any Proposal submitted without the above information, or Proposal containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock, as set forth in this Request for Proposal 16-342 including, but not limited to, to reject any or all received and to waive any informality or minor defects in Proposal received and the right to request multiple Operators to confer and combine Proposals if deemed in the best interest of the City.

Peter Cipponeri Farms, LLC dba Golden State Farmers' Markets Association

Company Name

  
Signature of Authorized Representative

47-2689076

Federal Tax ID Number

***\*Failure to clearly mark the original and provide original signature may result in a Proposal being found non-responsive and given no consideration.***

**ATTACHMENT**

**A**

# GOLDEN STATE FARMERS' MARKETS ASSOCIATION

## RESPONSE TO REQUIREMENTS – Attachment A to Exhibit A

### 1.1 Dates, Time and Location of Market

GSFMA proposes to operate the Turlock Market every Saturday from 8:00 am to 1:00 pm, beginning on May 7, 2016 and ending on October 29, 2016. With respect to location, the key to a successful market is ample space and parking and urban density. The Market's current location in the City of Turlock, at the intersection of East Main Street and Thor Street, fulfills these needs. Accordingly, GSFMA would continue to operate the Market at this location.

### 1.2 Vision

#### Brief Overview:

GSFMA's vision is to operate a vibrant market that boasts new and fresh ideas that are designed to promote the financial, physical, and mental health of the entire community (e.g., local farmers, merchants, low-income residents, children, etc.). To achieve this vision, GSFMA will implement various initiatives, including the following:

#### 1. Diversify the Market by Increasing the Mix of Vendors

Historically, Turlock's Market has taken a hardline on limiting its vendors to only those that are geographically located within Stanislaus and Merced County. GSFMA understands the importance of ensuring the Market is comprised of local farmers' and merchants and, as discussed below, will ensure this does not change if it is selected to operate the Market. However, GSFMA also believes that expanding the Market's reach by including vendors from different regions will benefit both the community as well as the local vendors.

The benefits to the community are increased supply and diversity in the products being sold at the Market. By reaching beyond Stanislaus and Merced County, GSFMA can recruit vendors that offer the freshest and highest quality produce in California, including many products that, in prior years, have not been offered at the Turlock Market because they are not grown by local farmers. For example, in past seasons, the Turlock market did not offer regional strawberries, lettuce, apples, asparagus, artichokes, raspberries, blackberries and avocados. GSFMA will recruit new vendors from other regions that can sell these and other new products at the Market which, in turn, will further promote a healthy community by enabling Turlock's residents to shop for all of their produce needs at the Market.

Local vendors will also benefit by this change in philosophy by improving the long-term health of the Market. More supply and diversity will create a more well-rounded market and increase customer turn-out. A 2006 report studied various factors that cause markets to fail.<sup>1</sup> Two of the five factors identified in the report were small size and lack of sufficient farm products. Another study conducted by the San Francisco Dept. of Public Health further highlights the benefits of growth in a farmers' market.<sup>2</sup> According to the study, when a customer base will support more vendors, additional vendors leads to more revenue that supports more advertising and outreach programs which, in turn, attracts new customers and vendors. The study referred to this as the "positive cycle of growth." GSFMA believes that measured and careful growth will increase the success of Turlock's Market.

#### 2. Increase Nutritional Awareness

Increasing awareness of the benefits of using fresh ingredients will help bolster the physical and financial health of the community by increasing the public's consumption of fresh produce, which, in turn, boosts vendor sales. GSFMA will

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<sup>1</sup> [http://smallfarms.oregonstate.edu/sites/default/files/small-farms-tech-report/eesc\\_1073.pdf](http://smallfarms.oregonstate.edu/sites/default/files/small-farms-tech-report/eesc_1073.pdf)

<sup>2</sup> [http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy\\_reports/2007%20SF%20Farmers%20Market%20Assessm ent.pdf](http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy_reports/2007%20SF%20Farmers%20Market%20Assessm ent.pdf)

# GOLDEN STATE

## FARMERS' MARKETS ASSOCIATION

help educate the community on these health benefits by establishing Market stall that provides educational materials and regular cooking demonstrations with healthy recipe cards tailored to the seasonal produce being sold at the Market.

### 3. Increase Community Involvement

Ensuring the community has a role in the Market's operations will help build community support for, and loyalty to, the Market that, in turn, should boost the volume and consistency of market sales for vendors. In order to better integrate the community into the Market's operations, GSFMA will do the following:

- Local Volunteers: GSFMA will recruit local volunteers to help manage the market, which creates a sense of ownership in the community that, in turn, enhances turn-out.
- Partnering with local organizations: Markets can provide an outlet for local organizations to have a voice and spread their message. GSFMA will engage various local organizations described in section 1.12, to help increase their involvement in the Market.
- Maximize local farmer/merchant participation: Markets help recreate the tie between producers and consumers. Customers enjoy the opportunity to interact directly with their food source, particularly when that food source is a friend and/or neighbor. Accordingly, when assigning space at this market, priority will be given to local farmers and merchants.
- Local Board Members: Market boards are often filled with corporate officers. This approach makes it difficult for the vendors and community to have a voice and effect change in how the market is being operated. GSFMA will ask vendors and local residents to sit on an Advisory Board for this Market. See section 1.4, for more details on the Advisory Board.

### 4. Emphasize Social Responsibility

GSFMA will ensure the market is accessible for and beneficial to low income residents by implementing a Government Assistance Program and Share the Harvest Program, which are discussed in more detail in section, 1.8. The Programs will help improve the health of low income residents/families and, at the same time, increase the vendors' customer base.

#### Proposed Approach For Engaging Vendors, Artisans and Farmers:

GSFMA understands that Turlock's residents enjoy the vendors that participated at Turlock's market in 2015. GSFMA will ensure that each vendor that participated in 2015 will have a spot in the market going forward. GSFMA's Director, Peter Cipponeri, has participated at the Turlock Market since its inception, knows the vendors personally, and will reach out them directly to help secure their participation.

As discussed above, GSFMA will also recruit new vendors that offer the freshest and highest quality produce. Peter Cipponeri will draw upon his life-long experience in the Turlock farming community to spearhead this effort and vet each vendor before they are admitted into the Market. In selecting new vendors, GSFMA will focus on three key factors: (1) the vendors' vicinity to Turlock (with preference given to local vendors), (2) the quality of products offered by the vendor, and (3) whether the products help diversify the market.

### 1.3 Background/Experience

GSFMA is owned and operated by Peter Cipponeri. Peter's family has deep roots in California's agricultural industry. For four generations, the Cipponeris have owned and operated a roughly 800 acre farm in Turlock, California known as "Cipponeri Family Farms."

Cipponeri Family Farms has sold fresh produce directly to consumers at farmers' markets for more than 60 years. It is an active member of 9 California farmers' market associations. Peter grew up working at Cipponeri Family Farms. Since he

# GOLDEN STATE

## FARMERS' MARKETS ASSOCIATION

was 5 years old, Peter has done everything from help grow the crops sold at markets (e.g., stone fruit, melons, almonds) to managing the family's stalls at the markets.

Throughout the years, Peter observed the vast majority of farmers' markets being operated by entrepreneurs or public agencies, not farmers. He also observed that this organizational structure sometimes hindered the success of the market because operational decisions would be made without understanding the adverse impact those decisions have on the farmer. These experiences motivated Peter to pioneer a new type of farmers' market. One that is operated by a seasoned farmer whose expertise in the agricultural industry helps to balance the need to support the participating farmers while, at the same time, enhances the farm-to-market experience for the consumers. Accordingly, Peter formed GSFMA in 2015 in order to transition from vending at farmers' markets to operating them.

GSFMA is currently operating the Carmel-By-The-Sea Farmers' Market, which has 25 vendors that includes four different flower vendors (succulent and rare potted plants; orchid; cut flowers; and organic flowers and seasonal wreaths), a hummus vendor, an artisan bread maker with four nationally awarded pies, a local egg farmer, 2 organic vegetable growers, local a honey vendor, organic and non-organic fruit farmers, non-organic vegetable farmers, 2 organic strawberry farmers, vendors that offer cheese, meat, olive oil, fish, and weekly live music. Other unique features of the Carmel Market include the involvement of local restaurateurs (including pizza from a brick and mortar downtown restaurant), coffee and pastries. The Carmel Market is truly a communal affair with even local renowned chefs shopping at the market for their restaurant needs.

GSFMA has also contracted to operate the Copperopolis Farmers' Market and assist the City of Hughson in operating the Hughson Farmers' Market for the 2016 season. The Copperopolis Market and Hughson Market will have 30 vendors and 20 vendors, respectively, comprised of local produce, artisan bread, and local restaurant involvement similar to the Carmel Market.

### 1.4 Farmers' Market Team

The success of any farmers' market starts with a good management team, which GSFMA believes should have strong organizational and communication skills, creativity and industry experience. The team that GSFMA will assemble to operate the Turlock Market is as follows:

#### Peter Cipponeri – Director of Operations

As discussed above, Peter was born and raised in Turlock and has been a part of the Turlock farming industry his entire life. Peter owns and actively farms 9 acres in Turlock where he grows specialty stone fruit. With respect to farmers' markets, Peter has both managerial and operational experience.

Peter has managed Cipponeri Family Farms' participation at markets for 10 years. Specifically, Peter has managed more than 60 market locations. Peter's role as a market manager included scheduling employees, overseeing loading of trucks, fruit distribution, staff training, marketing and sales, and general oversight at the markets. A contact person at Cipponeri Family Farms is Dena Cipponeri, (209) 606-5299, 25 Verduga Road, Turlock, CA 95380.0

Peter has operated the Carmel By-The-Sea Farmers' market for one year (2015 season). Peter oversees all market operations, which includes planning the market layout, recruiting and selecting market vendors, creating and implementing a marketing strategy, and maintaining/creating strong community contacts. A contact person at the Carmel Market is Janet Bombard, (831) 624-1366, City Hall, Monte Verde St. between Ocean Avenue and 7<sup>th</sup> Avenues, Carmel By-The-Sea, CA 93921.

# GOLDEN STATE

## FARMERS' MARKETS ASSOCIATION

GSFMA recently entered into agreements under which Peter will be the Director of Operations for the Copperopolis Farmers' Market and assist the City of Hughson with operating its farmers' market for the 2016 season. Peter's responsibilities at the Copperopolis and Hughson Markets will be similar to those at the Carmel Market.

### Mason Ankeney – Market Manager

Mason grew up in the Central Valley and has been working at farmers' markets for over five years. For four years, Mason sold all varieties of agricultural products at markets for Cipponeri Family Farms. In 2015, GSFMA hired Mason to manage the Carmel Market, which he has successfully done for the past year. At the Carmel Market Mason manages the day-to-day operations of the market, including communicating with farmers and customers, inspecting vendor products and set-up, collecting stall fees, space allocation, handling complaints and disputes, and enforcing market rules.

### Maia Cipponeri – Accounting/Office Manager

Like Peter, Maia is a life-long Turlock resident. For the past three years, Maia has provided accounting services for Vierra Dairy Farms (the largest permitted Holstein dairy in Hilmar, California) and, since 2015, she has also performed these services for GSFMA. Maia is experienced in handling payroll, accounts payable, accounts receivable, loan management, and cash-flow management. Maia performs these functions for GSFMA's operations at the Carmel Market along with other managerial responsibilities such as record keeping and human resources.

### John Klotsche – Legal

John is a partner at the law firm of O'Connor Thompson McDonough Klotsche LLP. John has been providing legal advice to the Cipponeri Family for several years. He is well-versed in the laws and regulations that govern California farmers' markets, including California's Food and Agricultural Code and Code of Regulations. John is responsible for ensuring GSFMA's operations are legally compliant.

### Advisory Board

GSFMA will establish an Advisory Board comprised of key stakeholders, including farmers and merchants, community representatives, sponsors and community officials. The Board will hold regular meetings to discuss issues critical to the Market's success, including maintenance, event planning, updating/changing market rules, vendor fees, fund-raising, and overall management of the Market. The Board will also hear and decide vendor disputes/violations.

### Local Volunteers

GSFMA will recruit local volunteers to help run the market. GSFMA hopes to triple the number of volunteers at the Turlock Market by recruiting volunteers through local non-profits. GSFMA estimates using 10 volunteers each week (260 throughout the season). The volunteers assist the Market Manager in a variety of ways, including promoting the market, greeting and helping customers, assisting vendors, setting up and closing down the market, and operating GSFMA stalls (i.e., nutritional awareness stall and government assistance stall).

## **1.5 By-Laws and Operations Plan**

In accordance with California's Food & Agricultural Code §47004, GSFMA has adopted a set of written Rules and Regulations that will govern its operation of the Market. For the City's convenience, a copy of the Rules is attached hereto as **Attachment B**. The City is encouraged to provide feedback or suggested changes to the Rules.

## **1.6 Marketing Strategy**

To raise awareness of the Turlock Market and attract new customers, GSFMA will promote the Market using various marketing techniques, including those set forth below.

# GOLDEN STATE

## FARMERS' MARKETS ASSOCIATION

### Branding

Branding a market with a unique logo improves customer recognition and loyalty. Accordingly, GSFMA will hire a professional marketing firm to generate a logo for the Turlock Market.

### Website

GSFMA's website, [www.GSFMA.org](http://www.GSFMA.org), will provide important information about the Market, including the location and hours, the Market Manager's contact information, vendor applications, the Market rules, calendar of events, special announcements, and a vendor list. GSFMA will also create a Facebook for the Turlock Farmers' Market that includes a platform for the community to provide feedback.

### Signage

GSFMA will have a downtown lamppost sign that will remain in-place during the entire Market season. Moreover, prior to each market day, GSFMA will set-up sandwich board signs that announce the opening of the market and provide the location of the Market. GSFMA will work with the City to identify the best place for to display these signs in order to maximize their effectiveness.

### Local Collaboration

GSFMA will identify local restaurants that use produce from the Market and encourage those restaurants to display the Markets' logo on their menus and websites.

### Advertising

GSFMA will advertise the Market in the City's Turlock Journal, the Turlock City News, Facebook, and will post flyers on bulletin boards at local venues such as grocery stores, the post office, parks, etc. Moreover, GSFMA hopes the City and County websites will provide information about the Market and a link to the Market's website.

## **1.7 Special Market Events**

GSFMA will develop and implement numerous special events throughout the year that are designed to highlight a particular holiday/season, promote local businesses/organizations and/or educate the public on market-related topics. Moreover, live music or other entertainment will be provided at each market. A description of specific events that GSFMA would like to hold at the Turlock Market are set forth below. GSFMA estimates attendance at special events to be roughly 1,000 patrons.

### Seasonal events:

- *Grand Opening* - Celebrate the start of a new market year at the first GSFMA operated Turlock Farmers' Market. There will be live music and every customers will receive a complimentary re-usable grocery bag with the Market logo. Balloons and face painting will be provided for the kids. The event will take place on May 7, 2016.
- *Independence Market* – Stock up for Fourth of July needs at the Market. The Market will host a watermelon eating contest where the winner can take home as many watermelons as they can carry to their car in one trip, plus a \$25 gift certificate redeemable at a local Turlock restaurant. There will also be live music and face painting for kids. The event will take place on July 2, 2016.
- *Peach Week* – GSFMA will advertise and hold a peach competition that will be judged by local celebrities. The competition will include 3 contests: (1) best peach jam, (2) best canned peaches, and (3) best baked good highlighting peaches. First, second and third place winners will receive gift cards redeemable at a local Turlock

# GOLDEN STATE

## FARMERS' MARKETS ASSOCIATION

restaurant in the following respective amounts \$100, \$50, and \$25, and will be recognized on the Market's Facebook page. This event will take place on August 6, 2016.

- *Melon Mania* – GSFMA will advertise and hold a blind melon tasting contest where customers will taste numerous types of melons while blindfolded. The first four customers that successfully identify the name of each melon tasted will receive \$25 gift cards redeemable at a local Turlock restaurant. The event will take place on September 3, 2016.
- *Hallows Eve Market* – Celebrate the fall harvest with scary face painting and pumpkin carving station for kids, a vendor costume contest, music, and scary décor. The event would take place on October 29, 2016.

### Promotional events:

- *Meet the Turlock Police/Fire Department Market* – GSFMA will partner with local police/fire departments to meet and greet with the community during the Market, check out fire engines and other emergency equipment, and receive complimentary plastic police badges/firemen hats. The market would take place in May and August 2016.
- *Meet our Chefs Market* – GSFMA will ask local chefs volunteer to create signature dishes using local and seasonal produce being sold at the Market. Each participating restaurant will have its logo prominently placed on the GSFMA website, fliers leading up to the Market and on banners placed throughout the Market. All proceeds for tastings will be donated to a local foodbank.
- *Featured Vendor* – Once a month, GSFMA will highlight one of the smaller vendors at the Market in promotional materials (website, Facebook, fliers, etc.). The goal will be to help the smaller businesses gain recognition and grow their customer base.
- *Tag GSFMA* – Tag GSFMA in a Facebook post and get a free peach at the Market from Cipponeri Family Farms.

### Educational events:

- *Heart of the Valley Market* – GSFMA will look to partner with the Turlock Historical Society to help operate a booth that provides historical information on the City's origins beginning with John William Mitchel's founding of the City.
- *Cooking Lessons and Demonstrations* - GSFMA will invite local chefs to attend the market and provide complimentary cooking lessons during the Market using local farmers' market ingredients. Volunteer chefs will receive sponsorship recognition on the GSFMA website, fliers and banners during the Market. This event will occur sporadically throughout the year.
- *Dairy Day* – GSFMA will partner with Vierra Dairy Farms to bring cows to the market and educate customers on the various local dairy products that they produce. The event will include petting of the animals and education about calves and heifers. GSFMA will also invite kids from local chapters of 4-H and Future Farmers of America to practice for the Stanislaus County fair show. This event will take place on June 18, 2016.

## **1.8 Social and Environmental Responsibilities**

### Government Assistance Program

GSFMA will establish, implement and promote a Government Assistance Program that ensures the Turlock Market is accessible for recipients of various government assistance, including the Supplemental Nutritional Assistance Program (or CalFresh), WIC Farmers' Market Nutrition Program and Senior Farmers' Market Nutrition Program. GSFMA will not put the burden on vendors to accept this government assistance. Instead, GSFMA will become authorized to accept EBT cards, and government vouchers/checks and will establish a centralized stall in the Market that will accept debit cards/vouchers/checks in exchange for Market dollars to be spent at any qualifying vendor's booth. At the conclusion of

# GOLDEN STATE

## FARMERS' MARKETS ASSOCIATION

the Market, vendors can exchange the market dollars for payment. The stall will also offer information on how residents can qualify and apply for various forms of federal assistance.

### Healthy Cooking Demonstrations

Throughout the year, GSFMA will ask local chefs to provide cooking demonstrations at the Turlock Market that teach residents how to cook healthy using the fresh produce available at the Market. As part of these demonstrations, GSFMA will provide complimentary healthy recipe cards to customers.

### Share the Harvest Program

GSFMA will start a Share the Harvest Program so that the Market can help benefit those in the community without any means to access the Market. As part of this Program, GSFMA will ask all of its vendors to donate leftover produce that will not holdover for sale at the next Market. GSFMA will partner with a local foodbank (e.g., Turlock Gospel Mission, West Side Ministries, Salvation Army) to ensure the donated items reach local residents in need. Customers will also be made aware of the Program and encouraged to purchase and donate items throughout the year. During the holidays, GSFMA will implement a holiday food drive where shoppers can purchase and donate grocery bags at a 10% discount.

### A No Waste Market

GSFMA will endeavor to make this a no waste market. The goal will be to remove, reduce and recycle plastic, and to recycle and compost all materials generated at the Market. To help achieve this goal, GSFMA sell reusable organic plastic grocery bags that display the Turlock Farmers' Market logo. This will help advertise the market while, at the same time, reduce waste. Compost and Recycling containers will also be strategically placed throughout the Market.

### Sanitation

For each market, GSFMA vendors will have access to a fixed restroom located at 331 E. Main Street, as evidenced by the letter from Eric Gonsalves (the property manager for this building) that is attached hereto as Attachment C.

## 1.9 Budget

GSFMA has estimated its expenses and revenue for operating the Market for the first year. Based on the expenses, GSFMA may operate the Market at a loss for the first year. This is not unexpected due to various one-time start-up costs (e.g., logo, website, etc.). GSFMA's expectation is that the Market will grow and become profitable after the first year of operations.

### Estimated expenses:

▪ Staffing	\$7,540.00
▪ Entertainment	\$2,600.00
▪ Office overhead	\$4,400.00
▪ Equipment (tents, tables, chairs, etc.)	\$3,460.00
▪ Marketing (logo, website, signage, etc.)	\$8,750.00
▪ Insurance	\$920.00
▪ Permits, Licensing	\$564.00
▪ State fees	\$2,340.00
▪ Rent to Turlock	<u>\$5,000.00<sup>3</sup></u>
<b>Total Expenses</b>	<b>\$36,674.00</b>

---

<sup>3</sup> To be earmarked for a positive community event to be determined annually by the City.

# GOLDEN STATE

## FARMERS' MARKETS ASSOCIATION

**Estimated Revenue:**

▪ Membership fees	\$4,000.00
▪ Stall fees	\$28,600.00
▪ Sponsorships/Advertising	<u>\$5,000.00</u>
<b>Total Revenue</b>	<b>\$37,600.00</b>
 <b>Annual Net Income</b>	 <b>\$926.00</b>

GSFMA is properly registered and in good standing with the State of California, as evidenced by the Business Entity Detail sheet printed from the California Secretary of State's website that is attached hereto as **Attachment D**. GSFMA was incorporated in January 2015, has not yet had to pay state or federal taxes and, therefore, cannot attach any tax returns to this proposal. However, in order to mitigate any concerns that the City may have about GSFMA's financial stability, if selected to operate the Market, GSFMA will place \$25,000 into an escrow account designated by the City as security for any Market-related claims or debts.

**1.10 List of Farmers' Market Vendors**

A. List of Vendors providing certified farmers' markets products and other non-certified products.

As discussed in section 1.2, GSFMA intends to invite all of the following vendors that participated during the 2015 season back to the Turlock market in 2016:

Athena's Gift EVOO – Olive oil.	Dumont Boutique – Clothing vendor.	King Beef – Beef vendor.	Packwood Farms – Fresh local produce.
Bava Farms – Vegetables, stone fruit, and peppers.	Edith's Gourmet Baking Co. – Artisan breads, cookies, pies...	Latif's – Locally baked goods, e.g., pies and cobblers.	Pageo Lavender Farm – Various lavender products.
Bistro 234 – Food and beverage.	Ellie & Charley's Natural Garden – Local organic fruit, vegetables and herbs.	Legacy Toffee – Toffee and caramel popcorn.	Soaps by Hailey – Local soap vendor.
Cipponeri Family Farms – Stone fruit, nuts and melons.	Glass Art – Glass art.	Lisa's Cookie Creations – Specialty cookies.	Sunblest Orchards – Local stone fruit vendor.
Cece's Bows – Bow maker.	Golden Comb Honey – Local honey vendor.	Life is Sweet – Cupcakes.	Three Acre Farm – Vegetables and herbs.
Cafe Marius – Food and beverage.	Hawaiian Escape Shaved Ice – Shaved ice vendor.	Maria's Mexican Food & Seafood – Food and beverage.	Urban Farmers – Local produce.
Colston's Dog Treats – Various pet treats.	Hummus Heaven – Hummus vendor.	Nicolau Farms – Artisan goat cheese makers.	Valeria's Gifts – Jewelry.
Cottage Blueberries – Blueberries.	J & J Ramos Farms – Stone fruit.	Oaxacan Tamales – Food and beverage.	Wolfsen's Meat & Sausage – sausage, jerky, steaks, other specialty meat products.
Cervenka Photography – photographic art.	Jars of Delicious – Local vendor offering jams, jellies fruit butters, and pie fillings.	Pablo's Premium Salsa – Fresh salsa.	Yang's Farm – Strawberries and local vegetables.

# GOLDEN STATE FARMERS' MARKETS ASSOCIATION

In addition to the above vendors, GSFMA will recruit new vendors to the Turlock Market. As discussed in section 1.2, above, GSFMA will select new vendors with an emphasis on the following criteria: (1) the vendors' vicinity to Turlock (with preference being given to local vendors), (2) the quality of the products offered by the vendor, and (3) whether the products help diversify the market. Specific new vendors that GSFMA has targeted for this Market are: Smit Farms (organic fruits and nuts), Halls Organic Farms (organic vegetables and strawberries), JSM Organics (organic vegetables, flowers, and strawberries), Tres Bien Creamery (goat and cow cheese), Pedro Medina Farms (conventional strawberries, blackberries, raspberries). GSFMA would also like to increase the involvement of local restaurants/cafés such as Latif's, Lisa's Cookie Jar, Edith's Gourmet Baking Co., and Bistro 234.

GSFMA believes it is important to expand the number of vendors at the Turlock Market for two reasons. First, adding vendors will enable GSFMA to increase the variety of products being offered at the Market. Second, the studies referenced in section 1.2, above, indicate that expanding the size of the Market will foster a "positive cycle of growth," e.g., increasing revenue that allows for more advertising and outreach programs which, in turn, attracts more customers and vendors. Expanding the Turlock Market is consistent with the Legislature's belief that direct marketing of "a variety of California-produced agricultural products should be maximized and encouraged." See Cal. Food & Agr. Code §4700(c).

GSFMA will provide City with a list of vendors and products on the fifteenth day of the month after the last month of each quarter, or more frequently if requested by the City.

- B. Number of vendors providing certified farmers' market products: Approximately 16-22.
- C. Number of vendors providing non-certified farmers' market products: Approximately 24-28.

### 1.11 Vendor Regulatory Compliance Program

GSFMA's Rules and Regulations will require participating vendors to comply with all applicable federal, state and local laws, regulations and ordinances. When submitting an application to participate at the Turlock Market, all vendors will be required to acknowledge that they have received and reviewed GSFMA's Rules and Regulations.

GSFMA's Rules and Regulations, which will be available on GSFMA's website and at the Market, will identify the procedures that apply when a vendor violates a rule, regulation or ordinance. A vendor that is deemed to have violated the Rules and Regulations will be entitled to an appeal process that complies with California's Code of Regulations §1392.6(g). Specifically, the vendor will receive written notice of the violation that includes a factual basis for the violation and any resulting penalty. Thereafter, the vendor will be entitled to appeal the violation/penalty by submitting a written request for appeal within fourteen (14) days from the date the vendor received the notice of violation. If a vendor requests an appeal, the vendor will have the opportunity to dispute the violation/penalty in a hearing before the Advisory Board. Within a reasonable time after the hearing, GSFMA will provide a written statement of decision.

To further ensure compliance, prior to each market, GSFMA's Market Manager (or authorized assistant) will have vendors complete a checklist in the form attached as **Attachment E**.

### 1.12 Collaboration and Partnerships

GSFMA intends to forge partnerships with the following local organizations and agencies:

# GOLDEN STATE

## FARMERS' MARKETS ASSOCIATION

- City of Turlock Police Department – As discussed in section 1.7, GSFMA hopes to implement a Meet the Police Department event at the Turlock Market that will allow Turlock’s residents to meet the men and women who protect the City of Turlock.
- City of Turlock Fire Department – As discussed in section 1.7, GSFMA hopes to implement a Meet the Fire Department event at the Turlock Market that will allow Turlock’s residents to get to know members of the fire department and help educate the public on safety topics, emergency preparedness and the various emergency response equipment.
- Local Food Banks – As discussed in section 1.8, GSFMA will implement a Share the Harvest Program that encourages vendors and customers to donate produce to local food banks. Organizations that GSFMA will target for this program include the Turlock Gospel Mission, West Side Ministries, Salvation Army, United Samaritans Foundation and the Second Harvest Food Bank.
- Future Farmers of America and 4-H – GSFMA will reach out to Future Farmers of America and 4-H for help operating the Market. Local chapter members will gain valuable experience in one of the fastest growing areas of agriculture.
- Turlock Historical Society – As discussed in section 1.7, GSFMA will hold special events that educate the customers on Turlock’s history. GSFMA hopes to partner with the Turlock Historical Society to fulfill this goal.

### 1.13 City of Turlock Requirements

To operate the Turlock Market, the City will be a critical partner to GSFMA. In addition to having at least one City official volunteer their time to sit on the Advisory Board, GSFMA would also seek the City’s assistance in procuring a street closure permit authorizing GSFMA to operate the market at the location and on the days and times described in section 1.1, above.

### 1.14 Certified Market Designation

If selected to operate the Turlock Market, GSFMA will provide the City with documentation that shows GSFMA is able to operate the Market under all relevant laws and regulations. Among other things, GSFMA will demonstrate that it is a certified producer and, therefore, authorized to operate a certified farmers’ market under California Code of Regulations §1392.2(a); is properly registered and holds a valid Operator’s Certificate, as required under California Food & Agricultural Code §47020; and holds a valid business license issued by the City of Turlock.

**ATTACHMENT**

**B**

**GOLDEN STATE**  
FARMERS' MARKETS ASSOCIATION

# Rules & Regulations

(Effective Jan. 1, 2016)

Peter Cipponeri Farms, LLC dba  
Golden State Farmers' Markets Association  
P.O. Box 1131  
Turlock, CA 95381  
(209) 620-8998

TABLE OF CONTENTS

PAGE #

I. Authority to Operate .....	1
II. Purpose and Implementation of the Rules .....	1
III. Admission .....	1-2
IV. Market Operating Season, Days and Hours .....	3
V. Cancellations .....	3
VI. Setup, Sanitation and Signage.....	3-4
VII. Sampling .....	4
VIII. Noise .....	4
IX. Conduct .....	4-5
X. Record Audits.....	5
XI. Insurance and Indemnity.....	5-6
XII. Inspections .....	6
XIII. Organic Products .....	6
XIV. Forms of Payment .....	6
XV. No Waste Markets.....	6
XVI. Prices .....	7
XVII. Scales .....	7
XVIII. Parking .....	7
XIX. Load Sheets .....	7
XX. Violations .....	7-8
XXI. Dispute Resolution .....	8

**GOLDEN STATE**  
FARMERS' MARKETS ASSOCIATION  
RULES & REGULATIONS

**I. AUTHORITY TO OPERATE**

Peter Cipponeri Farms, LLC dba Golden State Farmers' Markets Association ("GSFMA") is a certified producer that is authorized to operate the certified farmers' markets by the State of California. Each market operated by GSFMA (the "Markets") is certified by the County Agricultural Commissioner as a direct marketing outlet for producers to sell their products directly to consumers.

The Markets are operated in accordance with the laws and regulations pertaining to direct marketing in California, including the California Food and Agricultural Code (e.g., Div. 17, Ch. 10.5, §§47000, *et seq.*) and the California Code of Regulations (e.g., 3 C.C.R. §§1392, *et seq.*).

**II. PURPOSE AND IMPLEMENTATION OF THE RULES**

Pursuant to California Food and Agricultural Code §47004 and California Code of Regulations §1392.6, GSFMA adopts these Rules and Regulations (the "Rules") as of January 1, 2016. The purpose of these Rules is to govern the operation, administration and management of the Markets. All participating vendors (i.e., individuals/entities that GSFMA approves to sell products at a Market) must be familiar with and comply with the Rules, as well as all local, state and federal laws and regulations pertaining to direct marketing in California.

GSFMA's governing body and its designated agents have the final authority in interpreting and enforcing these Rules. GSFMA's governing body and its designated agents shall implement and enforce all rules and regulations pertaining to the operation of the Markets in a fair and equitable manner. GSFMA reserves the right to make additions or deletions to these Rules when deemed necessary. Reasonable notice of these changes will be provided to the vendors.

**III. ADMISSION**

**A. Admission of Vendors into the Market**

In order to be considered for admission to sell products at a Market, a prospective vendor must submit to GSFMA a complete GSFMA "Market Application."

GSFMA has complete discretion to determine whether to admit an applicant into any of the Markets. In deciding whether to admit an applicant, GSFMA will consider various factors, including, without limitation:

1. History of compliance with Rules and local, state, and federal laws and regulations.
2. History of participation at the market.
3. Vicinity of producer's business to the market.
4. The quality of the product to be offered for sale.
5. The number of other vendors selling the applicant's product.
6. Space availability.
7. The best interests of the market.

**GOLDEN STATE**  
FARMERS' MARKETS ASSOCIATION  
**RULES & REGULATIONS**

Applicants that are approved by GSFMA to be a vendor at a Market must obtain, and keep current, a business license from the city where the Market is located.

Vendors are not permitted to assign selling space in a Market. Any change in a vendor's business ownership requires submission of a new Market Application.

**B. Admission of Products into the Market**

A vendor may only sell certified and non-certifiable agricultural products that he/she/it has produced by the practice of agricultural arts upon the land that the vendor farms and owns, rents, leases, or sharecrops. All products must comply with all laws and regulations pertaining to maturity, quality and labeling.

Vendors selling certified agricultural products may only sell products listed on both his/her/its current and valid certified producers' certificate and Market Application.

GSFMA has complete discretion to determine whether to admit any certifiable agricultural or non-certifiable agricultural product to a Market or nonagricultural product (with GSFMA approval) to an area adjacent to a Market. In exercising this discretion, GSFMA shall consider, among other things, the six criteria discussed in section III.A, above.

**C. Vendor Fees**

Unless waived for a particular Market, each vendor must pay a non-refundable annual membership fee, which shall be paid prior to the vendor's participation at a Market. Moreover, each vendor must pay a stall fee for each 10 foot by 10 foot space occupied by the vendor. Stall fees shall be paid each market day before the close of the Market. Late payments bear interest at a rate of ten (10) percent per year. Membership and stall fees are specified in the Market Application

**D. Space Allocation**

GSFMA has complete discretion to determine a vendor's location, space size and other factors of assignment of selling space in a Market. In making this determination, GSFMA will consider various factors, including, without limitation:

1. Maintenance of consumer-producer relationships.
2. Concerns about unsafe or unsanitary conditions.
3. Need to alleviate chronic overcrowding.
4. Empty spaces which need to be filled.
5. Increase foot traffic.
6. The Vendor has engaged in conduct considered detrimental to the market.
7. Failure to attend a previously reserved market space without adequate prior notice.
8. Failure to adhere to market arrival and departure times.

**GOLDEN STATE**  
FARMERS' MARKETS ASSOCIATION  
RULES & REGULATIONS

**IV. MARKET OPERATING SEASON, DAYS AND HOURS**

The days and hours for any market shall be set by GSFMA. Vendors must arrive no earlier than 2 hours prior to and no later than 30 minutes prior to the published opening time of a Market and leave within one hour after the published closing time of a Market.

Sales prior to the posted opening hours of a Market or after the posted closing hours of a Market are prohibited. Vendors may leave a Market site prior to the published closing time only upon the approval of the Market Manager who will assess public safety and welfare.

**V. CANCELLATIONS**

GSFMA endeavors to keep each stall at the Markets occupied each week. Vendors who will not attend a Market must notify the Market Manager at least forty-eight (48) hours prior to the market day to avoid stall fee charges. Vendors who cancel less than two (2) days before a Market day, regardless of the reason, are responsible for the stall fee unless GSFMA can fill the stall.

Repeated absences, regardless of their cause or whether notification was provided, may result in suspension or removal from a Market.

**VI. SETUP, SANITATION, AND SIGNAGE**

**A. Setup**

Display table frontage must be behind the setup line designated by the Market Manager. No displays, shade overhangs, signs, or boxes may extend into the common customer traffic aisle way.

Vendors that display products on a side table must allow at least 24 inches of unobstructed side aisle. Tables and other display fixtures must be sturdy, stable and not overloaded. All shades and shelters must be tied down and completely secured in windy conditions or be subject to immediate and uncompromised removal.

Vendors shall observe all fire lanes while loading and unloading.

**B. Sanitation**

Before any sales transactions are allowed, the vendor's area must be cleared and cleaned of any produce trimmings or debris of any type. Absolutely no trash of any type will be allowed on the stall grounds, the consumer area directly surrounding the stall, or in any other contiguous area that could constitute a health or safety issue. Any waste water generated during the market for washing of produce or utensils must be collected by the vendor, removed from the market area in a container with a lid, and properly disposed of at the vendor's farm or business.

**GOLDEN STATE**  
FARMERS' MARKETS ASSOCIATION  
**RULES & REGULATIONS**

Before the vendor may leave a market, both its stall the surrounding area must be free of any produce and debris. Vendor's shall remove and properly dispose of all trash.

No live animals shall be kept or allowed within 20 feet of any area where food is stored or kept for sale. With the exception of service animals, no animals are allowed at the Markets.

**C. Signage**

Vendors must post a conspicuous sign or banner at the point of sale that states the name of the vendor's farm, ranch or establishment and the city or town where their production occurs and a statement that "WE GROW WHAT WE ARE SELLING" or "WE RAISED WHAT WE ARE SELLING" or "WE GROW WHAT WE SELL" or similar phrases that clearly represent that the vendor is only selling products that they themselves have grown, raised or produced on California land that they possess or control. Signs shall use letters not less than 1.5 inches in height in a clear style with sufficient contrast between the color of the lettering and the color of the background. Said sign shall be visible to shoppers at all times during the Market hours.

All vendor selling unpasteurized almonds or dairy products shall be required to display a GSFMA-approved warning sign indicating the possible health risks related to consuming unpasteurized products. This warning statement must also appear on the label of the unpasteurized products.

All vendors selling processed agriculture shall do so in accordance with relevant local, state and federal laws and regulations, including, without limitation, the packaging requirements set forth in Food & Agricultural Code §47004(c)(2).

**VII. SAMPLING**

Sampling of products is allowed only so long as the sampling procedures are in compliance with state and county regulations concerning the safe distribution of food products. GSFMA may issue its own sampling guidelines that are more restrictive than those of the state or county.

**VIII. NOISE**

No music is allowed to be played during market sales hours. No amplified noise, loud hawking, barking or shouting to promote product is allowed. All product promotion must occur within the space assigned to the producer and not in any common area. Disruptive action in the Market is prohibited.

**IX. CONDUCT**

Vendors are expected to conduct themselves in a safe and courteous manner. No rude, abusive, insulting, disruptive, or threatening behaviors is permitted.

**GOLDEN STATE**  
FARMERS' MARKETS ASSOCIATION  
**RULES & REGULATIONS**

Any statement and/or action which is deemed to be offensive, abusive, or otherwise inappropriate to a customer, market manager, market staff person, attending producer, GSFMA staff person, sponsor, or any official from a city, county or state agency conducting business within the market parameters, will be considered a violation to these market rules and will be subject to any or all disciplinary steps indicated in these market rules.

All vendors shall sell/market their products in a manner satisfactory to the Market Manager and in an honest, conscientious and business-like manner.

**X. RECORD AUDITS**

Upon request, vendors shall provide GSFMA with access to any and all of the vendors' business records reasonably necessary for GSFMA to confirm the vendor's compliance with local, state and federal laws and regulations that pertain to direct marketing in California.

**XI. INSURANCE AND INDEMNITY**

All vendors shall, at their expense, procure and maintain insurance on all of their operations, in companies admitted and qualified in California, having a minimum A.M. Best rating of A-VII, and acceptable to GSFMA, as follows: (i) Comprehensive General Liability Insurance, , in the amount of \$1,000,000 per occurrence, \$2,000,000 General Aggregate and (ii) automobile liability insurance covering bodily injuries (including death) in the amount of \$1,000,000.

Vendor further agrees to provide and maintain Workers' Compensation Insurance in conformity with the laws of the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per occurrence. GSFMA and the agency/entity that owns the land on which the Market is operated, and their respective partners, officers, agents, directors and employees shall be named as "Additional Insureds" under the vendor's Comprehensive General Liability and Automobile policies. The policies shall stipulate that the insurance afforded the Additional Insureds shall apply as primary insurance and that any other insurance carried by GSFMA, the agency/entity sponsoring the market and their respective partners, officers, directors, agents and employees, will be excess only and will not contribute with vendor's insurance.

Vendors shall provide Certificates of Insurance, or other evidence of insurance as requested by GSFMA. The certificates shall provide that there will be no cancellation or reduction of limits without thirty (30) days prior written notice to GSFMA.

With the exception that this section shall in no event be construed to require indemnification by vendor to a greater extent than permitted under the statutes or public policy of the State of California, any vendor that is admitted to sell produce at a Market agrees to defend, indemnify and hold harmless GSFMA and the agency/entity that owns the land on which the Market is operated, including each of their officers, members, directors, partners, joint venturers, employees, agents, affiliates, parents and subsidiaries, and each of them ("Indemnified Parties") from and against any and claims, demands, causes of action, damages, costs, expenses, including actual attorneys' fees, expert fees or consultant fees, losses or liability, of every kind and nature whatsoever ("Claims") arising out of or in connection

**GOLDEN STATE**  
FARMERS' MARKETS ASSOCIATION  
**RULES & REGULATIONS**

with the vendors participation at a Market. Vendor's duties under this section shall apply to Claims for, but not limited to, (a) personal injury, including, but not limited to, bodily injury, emotional injury, sickness, disease, or death to persons and/or damage to property of anyone (including loss of use thereof); (b) damages and penalties imposed on account of any violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of vendor; (c) claims of infringement or violation of any copyrights, patent rights or similar rights; and (d) any failure or alleged failure to comply with the terms of these Rules.

The defense and indemnification requirements of this section shall extend to Claims occurring before and after the vendor's rights to participate at a Market are terminated. Vendor's defense and indemnity obligations under this section shall not be limited by the insurance requirements set forth above, nor shall the insurance provisions be limited by the scope of this indemnity.

If it is finally determined by a court of competent jurisdiction that any provision in this section is void or unenforceable under governing law, then such provision shall be deemed stricken from the section and the remaining provisions shall remain in full force and effect and shall be construed to provide for the maximum defense and indemnification obligation by vendor permitted by law.

#### **XII. INSPECTIONS**

All vendors shall make their points of production available to GSFMA or GSFMA's designated inspector as required to verify vendor's compliance with state law and these Rules.

#### **XIII. ORGANIC PRODUCTS**

Any vendor selling organic products or representing products as organic shall conspicuously post at the point of sale a photocopy of his/her/its current State of California organic registration.

If a vendor is selling both organic and non-organic products at the same stall, clear and concise separation of the products and signage shall be required. Handlers must prevent the commingling of organic products with non-organic products and protect organic products from contact with prohibited substances.

#### **XIV. FORMS OF PAYMENT**

All producers shall accept GSFMA approved methods of customer payment. In the event GSFMA establishes a Government Assistance Program at a Market, vendors shall accept GSFMA-approved Market Dollars from customers as payment for agricultural products and shall redeem those Market Dollars for payment at the GSFMA-designated location at the conclusion of the Market.

#### **XV. NO WASTE MARKETS**

GSFMA endeavors for its markets to be no waste markets. Accordingly, vendors are expected to use reasonable efforts to minimize all waste at the Markets.

**GOLDEN STATE**  
FARMERS' MARKETS ASSOCIATION  
RULES & REGULATIONS

**XVI. PRICES**

Product prices are set by individual vendors. All prices must be clearly posted. Collusion among market participants to set prices is strictly forbidden.

**XVII. SCALES**

When any agricultural products are sold by weight, the type of scale used shall be approved by the Department of Food and Agriculture, and shall be tested and sealed for use by the county sealer-director of weights and measures.

**XVIII. PARKING**

When possible, vendors will be provided vehicle parking at their stall space. When space is not available, vendors must park off-site in designated off-site vendor parking.

**XIX. LOAD SHEETS**

At the end of each market day, vendors will complete and submit to the Market Manager an itemized list of all products sold at the market. The list shall state the name of the certified producer, the identity of each product sold as it appears on the certified producer's certificate, and the quantity of each product sold at the market, including all processed agricultural products.

**XX. VIOLATIONS**

**A. Violations and Penalties**

GSFMA's governing body and its agents may issue warnings, written violations, fines, suspensions, and/or remove a vendor from any market, or have any selling privilege at a Market curtailed, for failure to comply with these Rules and all other applicable local, state or federal laws and regulations.

The severity of the penalty will be decoded at the reasoned discretion of the GSFMA governing body or its designated agents based upon the nature and repetition of the violation. Vendors are responsible for the actions of their agents and employees.

**B. Procedure for Fines, Suspensions and Removal**

For violations that result in a fine, suspension or removal, GSFMA will provide the vendor with a written Notice of Violation the includes the factual basis for the violation and the penalty.

A vendor may appeal a fine, suspension or removal by submitting to GSFMA a written request for an appeal within fourteen (14) calendar days from the date the vendor receives the Notice of Violation. Untimely requests for an appeal will not be considered.

If an appeal is requested, within a reasonable time, GSFMA shall provide the vendor with

**GOLDEN STATE**  
FARMERS' MARKETS ASSOCIATION  
**RULES & REGULATIONS**

an opportunity to dispute the violation and/or penalty in a hearing conducted by GSFMA's Director of Operations. The appellant has the burden of proof. In order for the appellant to prevail, he/she/it must show, by a preponderance of the evidence that GSFMA's decision under review is not authorized by applicable local, state or federal law, is inconsistent with these Rules, or is not supported by the evidence.

Within a reasonable time after the hearing, GSFMA's Director of Operations will provide a short, written statement of decision.

**XXI. DISPUTE RESOLUTION**

In the event that a dispute arises between a vendor and GSFMA concerning a vendor's participation at a Market, the vendor and GSFMA shall attempt to resolve the dispute by participating in non-binding mediation as a prerequisite to litigation using a mediator that is mutually agreeable to the vendor and GSFMA. The vendor and GSFMA shall each pay 1/2 of the mediator's fee.

**ATTACHMENT**

**C**

To: Peter Cipponeri

RE: Bathroom use for Farmers Market

Dear Mr. Cipponeri

This letter shall serve as approval to use the restrooms located at 331 E Main Street for the duration of the farmers market. A key shall be provided to the market manager and ADA bathrooms shall be available for your vendors use throughout the farmers market. The market manager shall be responsible to clean and maintain the restrooms during the use by the farmers market vendors.

Thank you,

A handwritten signature in black ink, appearing to read 'Eric Gonsalves', with a long horizontal flourish extending to the right.

Eric Gonsalves

Property manager

**ATTACHMENT**

**D**



Secretary of State Main Website    **Business Programs**    Notary & Authentications    Elections    Campaign & Lobbying

Business Entities (BE)

### Business Entity Detail

**Online Services**

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

**Main Page**

- Service Options
- Name Availability
- Forms, Samples & Fees
- Statements of Information (annual/biennial reports)
- Filing Tips
- Information Requests (certificates, copies & status reports)
- Service of Process
- FAQs
- Contact Information

**Resources**

- Business Resources
- Tax Information
- Starting A Business

**Customer Alerts**

- Business Identity Theft
- Misleading Business Solicitations

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, March 04, 2016. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	PETER CIPPONERI FARMS, LLC
Entity Number:	201501010197
Date Filed:	01/06/2015
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	3231 E HAWKEYE AVE
Entity City, State, Zip:	TURLOCK CA 95380
Agent for Service of Process:	PETER CIPPONERI
Agent Address:	3231 E HAWKEYE AVE
Agent City, State, Zip:	TURLOCK CA 95380

\* Indicates the information is not contained in the California Secretary of State's database.

\* **Note:** If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

[Modify Search](#)    [New Search](#)    [Printer Friendly](#)    [Back to Search Results](#)

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## Search Results

### **Fictitious Business Detail**

Business Detail Query Search Results

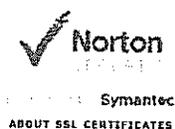
Criteria: 2015 0001971

File No.	Business Name / Address	Filing Date	Start Date	End Date
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Order Copy

2015 0001971-00	GOLDEN STATE FARMERS' MARKET ASSOCIATION 3231 E HAWKEYE AVE TURLOCK, CA 95380	08/18/2015		
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Owner	PETER CIPPONERI FARMS LLC
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13300 New Airport Rd. Suite 101 Auburn, CA 95602



**ATTACHMENT**

**E**



## VENDOR CHECKLIST

Thank you for your participation at the Turlock Farmer's Market. Below is a checklist for you to complete and return to the Market Manager prior to the time the Market opens at 8:00 a.m.

- Vendor has reviewed and will adhere to the Market Rules & Regulations and all federal, state, and local laws, regulations and ordinances applicable to Vendor's participation at the Market.
- Vendor has a valid business license issued by the City of Turlock.
- If vendor sells certified agricultural products, vendor holds a valid Certified Producer's Certificate.
- If vendor sells organic agricultural products, vendor holds a county-issued Organic Registration Certificate.
- If vendor sells nursery stock, vendor holds a valid Nursery License.
- If vendor sells eggs, vendor is a registered egg handler with the California Department of Food and Agriculture.
- If vendor sells avocados, vendor holds an exception permit or inspection certification/permit.
- If vendor sells pre-packaged foods, vendor holds a valid health permit issued by Stanislaus County and vendor's packaging complies with California Food & Agricultural Code §47004(c)(2).
- Vendor's scales, if any, bear a current seal from the County Department of Weights and Measures.

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Vendor Name

\_\_\_\_\_  
Authorized Signature

# Exhibit B

EXHIBIT "B"

CITY OF TURLOCK  
REQUEST FOR PROPOSALS NO. 16-342  
Operation, Management and Marketing of a Certified Farmers Market  
Located on City of Turlock Property

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REFERENCES

Respondents are to provide a list of three (3) references in the area provided below. References shall be provided as required in the Proposal specifications, terms and conditions.

Operators failing to provide references shall be deemed non-responsive.

The City may contact some or all of the references provided in order to determine the Proposal performance record on work similar to that described in this Proposal. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation/selection/award process.

Company Name:	City of Carmel By-The- Sea
Address:	P.O. Box CC
City, State, Zip Code:	Carmel, CA 93921
Contact Person:	Janet Bombard - Community Services Director
Telephone Number:	(831) 624-1366
Fax Number:	(831) 620-2004
Email Address	jbombard@ci.carmel.ca.us
Type of Business:	Public Agency
Date of Service:	September 2015 to Present

Company Name:	City of Carmel By-The- Sea
Address:	P.O. Box CC
City, State, Zip Code:	Carmel, CA 93921
Contact Person:	Steve Dallas - City Council Member
Telephone Number:	(831) 620-2000
Fax Number:	(831) 620-2004
Email Address	dallasforcarmel@gmail.com
Type of Business:	Public Agency
Date of Service:	September 2015 to Present

Company Name:	City of Carmel By-The- Sea
Address:	P.O. Box CC
City, State, Zip Code	Carmel, CA 93921
Contact Person:	Carrie Theis - City Council Member
Telephone Number:	(831) 624-2745
Fax Number:	(831) 620-2004
Email Address	ctheis@ci.carmel.ca.us
Type of Business:	Public Agency
Date of Service:	September 2015 to Present

**Proposal Operator Name:** Peter Cipponeri Farms, LLC dba Golden State Farmers' Markets Association

Additional references on the following page.

EXHIBIT "B"

REFERENCES CONTINUED

Company Name:	Castle and Cooke
Address:	100 Town Square Road
City, State, Zip Code:	Copperopolis, CA 95228
Contact Person:	Kim Hamilton – Marketing Director
Telephone Number:	(209) 785-9700
Fax Number:	
Email Address:	khamilton@castlecooke.com
Type of Business:	Real Estate Developer
Date of Service:	July 2015 to present.

Company Name:	City of Hughson
Address:	7018 Pine Street
City, State, Zip Code:	Hughson, CA 95326
Contact Person:	Jaylen French – Building, Planning & Public Works Division
Telephone Number:	(209) 833-4054
Fax Number:	
Email Address:	jfrench@hughson.org
Type of Business:	Public agency
Date of Service:	Services will commence on May 2016 and will continue through September 2016.

# Exhibit C

**EXHIBIT "C"**

**CITY OF TURLOCK  
REQUEST FOR PROPOSALS NO. 16-342  
Operation, Management and Marketing of a Certified Farmers Market  
Located on City of Turlock Property**

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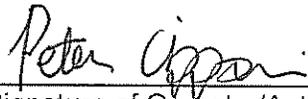
**EXCEPTIONS, CLARIFICATIONS, AMENDMENTS**

**Exceptions, Clarifications, Amendments**

List requests for Proposal clarifications, exceptions, and amendments below, if any, sign and submit with your Proposal response.

Attachment	Reference To:		Description
	Page No.	Paragraph No.	
			No exceptions. The City's agreement can be executed.

**Operator's Company Name:** Peter Cipponeri Farms, LLC dba Golden State Farmers' Markets Association

  
\_\_\_\_\_  
Signature of Operator/Authorized Representative

# Exhibit D

# EXHIBIT "D"

CITY OF TURLOCK  
REQUEST FOR PROPOSALS NO. 16-342  
Operation, Management and Marketing of a Certified Farmers Market  
Located on City of Turlock Property

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## INSURANCE DECLARATIONS

Name of Operator: Golden State Farmers' Market Association

Business Address: PO Box 1311, Turlock CA 95381

Particular insurance specifications and requirements will be set forth in the Agreement. In general, the following documents are required upon award of Proposal:

A Certificate of Insurance accompanied by the following Endorsements:

- ✓ General Liability Additional Insured (CG 20 10 for ongoing operation and 20 37 for products/complete operations)
- ✓ Automobile Liability Additional Insured - *non owned auto provided by endorsement, see sample form.*
- ✓ Designated Entity - Earlier Notice of Cancellation/Nonrenewal Provided by Us
- ✓ Primary and Non-Contributory
- ✓ General Liability Waiver of Subrogation
- ✓ Workers' Compensation Waiver of Subrogation

The undersigned, as Operator, declares that he/she has carefully examined the insurance requirements in the conditions and will furnish, provide, and execute all necessary insurance certificates and endorsements or other documents specified by City Agreement. The City in its discretion may be require additional insurance.

Signature: \_\_\_\_\_

*Peter Apper*

Date: \_\_\_\_\_

*3/8/2016*

**FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN FIVE (5) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.**

The undersigned, as broker or insurance agent for Operator, declares that he/she has carefully examined the insurance requirements in the general conditions and will furnish, provide, and execute on behalf of Operator all necessary insurance certificates and endorsements or other documents specified by City.

Signature: \_\_\_\_\_

*Anna Stewart*

Date: \_\_\_\_\_

*3/8/2016*

**FAILURE TO PROVIDE REQUIRED INSURANCE DOCUMENTS WITHIN TEN (10) CALENDAR DAYS OF A REQUEST FROM CITY SHALL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL WILL BE REJECTED.**

**LIMITED LIABILITY COMPANY  
OPERATING AGREEMENT**

**Peter Cipponeri Farms, L.L.C.**

**A California Limited Liability Company  
(Member-Managed)**

**OPERATING AGREEMENT**

THIS OPERATING AGREEMENT ("Agreement") is made and entered into effective March 10, 2016, by and among: Peter Cipponeri and Mala Cipponeri (collectively referred to in this agreement as the "Members").

**SECTION 1. THE LIMITED LIABILITY COMPANY**

1.1 *Formation.* Effective January 6, 2015, the Members formed a limited liability company under the name Peter Cipponeri Farms, L.L.C. (the "Company") pursuant to the Limited Liability Company Act of the State of California (the "Act"). The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 *Name.* The business of the Company will be conducted under the name Peter Cipponeri Farms, L.L.C., or such other name upon which the Members may unanimously may agree.

1.3 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of California.

1.4 *Office.* The Company will maintain its principal business office within the State of California at the following address: 3231 E. Hawkeye Avenue, Turlock, CA 95380.

1.5 *Registered Agent.* Peter Cipponeri is the Company's initial registered agent in the State of California, and the registered office is 3231 E. Hawkeye Avenue, Turlock, CA 95380.

1.6 *Term.* The term of the Company commenced on January 6, 2015 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 *Names and Addresses of Members.* The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 *Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

**SECTION 2. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

2.1 *Profits/Losses.* For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's percentage interest in the Company, as set forth in Schedule 1 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

~~2.2 *Distributions.* The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).~~

2.3 *No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

### **SECTION 3. INDEMNIFICATION**

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful

### **SECTION 4. POWERS AND DUTIES OF MANAGERS**

#### *4.1 Management of Company.*

4.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

4.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

4.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

4.2 *Decisions by Members.* Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

4.3 *Withdrawal by a Member.* A Member has no power to withdraw from the Company, except as otherwise provided in Section 7.

### **SECTION 5. SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES**

5.1 *Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

5.2 *Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

5.3 *Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

### **SECTION 6. BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING**

6.1 *Method of Accounting.* The Company will use the method of accounting previously determined by

the Members for financial reporting and tax purposes.

6.2 *Fiscal Year; Taxable Year.* The fiscal year and the taxable year of the Company is the calendar year.

6.3 *Banking.* All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

## SECTION 7. TRANSFER OF MEMBERSHIP INTEREST

7.1 *Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other nontransferring Members determined on a per capita basis.

7.2 *Right of First Refusal.* Notwithstanding Section 7.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

7.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

7.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

7.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

7.2.4 If the other Members fall or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 7.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 7.2 will again apply to the Interest proposed to be sold or conveyed.

7.2.5 Notwithstanding the foregoing provisions of Section 7.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 7.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

7.3 *Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is ~~not permitted unless and until:~~

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company,

that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

*7.4 Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 7.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 7.3.

7.4.1 Any transfer of Economic Rights pursuant to Section 7.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

*7.5 Death Buy Out.* Notwithstanding the foregoing provision of Section 7, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 7.5.

7.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed. The value of each Member's Interest will be redetermined unanimously by the Members annually, unless the Members unanimously decide to redetermine those values more frequently. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member.

7.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 7. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

~~7.5.3-Closing-of-the-sale-of-the-deceased-Member's-Interest-in-the-Company-will-be-held-at-the-office-of~~  
the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 7.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

7.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

(1) \$1,000.00 in cash, bank cashier's check, or certified funds;

(2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

7.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

7.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

## SECTION 8. DISSOLUTION AND WINDING UP OF THE COMPANY

8.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

8.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

8.1.2 The agreement of all of the Members;

8.1.3 By operation of law; or

8.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event; elect to continue the business of the Company.

8.2 *Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 2 of this Agreement.

## SECTION 10. GENERAL PROVISIONS

~~10.1 *Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.~~

10.2 *Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of California (without regard to principles of conflicts of law).

10.3 *Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 *Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 *Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 *Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 *Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 *Notices.* All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

PETER CIPPONERI  
Printed/Typed Name

  
Signature

MAIA CIPPONERI  
Printed/Typed Name

  
Signature

Listing of Members – Schedule 1

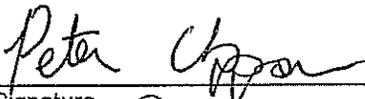
LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR Peter Cipponeri Farms, L.L.C.  
LISTING OF MEMBERS

As of the 10th day of March, 2016, the following is a list of Members of the Company:

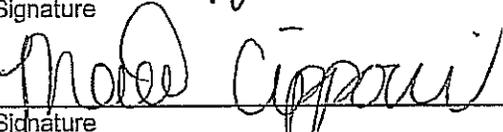
NAME:	ADDRESS:	% INTEREST
<u>Peter Cipponeri</u>	<u>3231 E. Hawkeye Ave., Turlock, CA 95380</u>	<u>50%</u>
<u>Maia Cipponeri</u>	<u>3231 E. Hawkeye Ave., Turlock, CA 95380</u>	<u>50%</u>

Authorized by Member(s) to provide Member Listing as of this 10th day of March, 2016.

Peter Cipponeri  
Printed/Typed Name

  
\_\_\_\_\_  
Signature

Maia Cipponeri  
Printed/Typed Name

  
\_\_\_\_\_  
Signature

City of Turlock Request for Proposals  
 Certified Farmers Market Located on City Property  
 Evaluation Criteria

Vendor Name: \_\_\_\_\_

Evaluators Name: \_\_\_\_\_

ITEM	EVALUATION CRITERIA	SCORE (1-10)	NOTES
1	Operator's clear demonstration of services to be performed and the completeness/reasonableness of the proposal		
2	Operator's experience/expertise, technical capabilities, professional competence and qualifications		
3	Operator's proposed/assigned personnel's special experience/expertise, technical capabilities, professional competence and qualifications		
4	Operator's references		
5	Operator's financial stability		
6	Information contained in "Response Requirements"		
7	Best Overall Fit		
	TOTAL (out of 70)		