



## Staff Report

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File #: REPORT 19-0377, Version: 1

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**Honorable Mayor and Members of the Hermosa Beach City Council  
Regular Meeting of June 11, 2019**

**APPROVAL OF A FIRST AMENDMENT TO THE  
ROTARY CLUB FARMERS' MARKET AGREEMENT  
INCLUDING TERM EXTENSION AND LANGUAGE  
UPDATES REGARDING MARKET VENDORS  
(Community Resources Manager Kelly Orta)**

**Recommended Action:**

Staff recommends that the City Council approve the first amendment to the Rotary Club Farmers' Market agreement, including the following changes:

1. Term extension to June 24, 2022; and
2. Updated vendor language to include clear guidelines on the composition of permitted vendors.

**Executive Summary:**

At its regular meeting on March 8, 2016, City Council approved an agreement with the Rotary Club to produce the weekly Farmers' Market on the corner of 11<sup>th</sup> Street and Valley Drive for three years, ending February 21, 2019. In an effort to align the vendor language with the adopted language imposed on the Chamber of Commerce for its weekly Farmers' Market held Wednesdays on Pier Plaza, staff administratively extended the Rotary agreement by four-months, expiring June 30, 2019. Staff, along with Rotary Club representatives, desire extending the agreement in addition to the inclusion of clarifying language to the vendor composition section of the agreement.

**Background:**

In 1990, the Chamber of Commerce began managing a farmers' market held weekly on Friday afternoons. This market, currently located at the corner of 11<sup>th</sup> Street and Valley Drive, has been held at this location since 2003 following several years of site changes for various reasons. In 2014, the Chamber of Commerce desired to relocate this market to Pier Plaza in an effort to bring more daytime visitors to the downtown area. Due to community concern and strong opposition to changing this longstanding market's location, the Chamber of Commerce elected to dedicate its resources into the management of a second market held on Wednesday afternoons on Pier Plaza, leaving the Friday market without a team to manage it. The Rotary Club quickly stepped in to fill this void in 2015 and has done so, successfully, ever since.

At its regular meeting on March 8, 2016, the City Council approved an agreement with the Rotary

Club for its management of the Friday Farmers' Market for a three-year term, expiring February 21, 2019 (**Attachment 1**). In an effort to align the vendor language with the adopted language in the Chamber of Commerce's Farmers' Market agreement, staff administratively extended the Rotary agreement by four months, expiring June 30, 2019 (**Attachment 2**).

### **Discussion:**

The Friday Farmers' Market takes place in the City-owned parking lot and small grass area on the corner of 11<sup>th</sup> Street and Valley Drive adjacent to Clark Field. As a result of its location along a busy pedestrian street during after-school hours, the market is heavily attended by school-aged children as well as the community in the surrounding area.

Staff has not received any reportable concerns regarding this market, however, for consistency, staff applied the same standards of review that were applied to the Chamber of Commerce's agreement for its market on Pier Plaza. As a result, staff recommends several changes to the agreement, reflective in the first amendment (**Attachment 3**). These changes include:

### **Term Extension**

The term of the agreement would be extended for an additional three-years, expiring June 24, 2022.

### **Vendor Language**

Currently, the vendor requirements in the City's agreement state:

"The EVENT shall consist of vendor booths selling fruits, vegetables and handmade goods produced by area farms."

Unfortunately, the current language does not provide enough flexibility to the Rotary Club to continue to build upon the success of the market in a competitive arena where there are several markets in the immediate region, including the one managed by the Chamber of Commerce on Wednesdays. Further, successful markets include handmade or commercial goods to provide a variety of options and experiences for market visitors-not all of which are restricted to production at area farms. Therefore, to provide a controlled level of flexibility while also appropriately aligning the vendor requirements with those imposed on the Chamber of Commerce, staff recommends the following language to replace the final sentence in Section I:

The EVENT shall consist of vendor booths with a market composition of:

- a. Sixty percent (60%) of vendors that are farmers as well as purveyors of prepackaged food. The market shall maintain a minimum of 6 farmers at all times with exceptions for inclement weather and natural disasters; and
- b. Forty percent (40%) of vendors shall provide hot food and meals or be artisans selling home-crafted wares.

Farmers shall be considered California producers of fresh fruit, nuts, vegetables, flowers, honey, eggs, nursery stock, plants and livestock products including fish and shellfish produced under controlled conditions in waters or ponds located in California.

In cases where the market composition is not achievable due to inclement weather or natural disasters, the Event Producer shall make a good faith effort to adhere to them as much as possible.

Should the vendor composition of the market be out of compliance and, in those cases, not associated with inclement weather or a natural disaster, the Event Producer will have 30-days to rectify to the satisfaction of the City. Failure to do so will result in termination of this Agreement.

These added guidelines are consistent with the number and type of vendors currently at the market on a regular basis. Further, this language provides the needed flexibility to successfully manage the market throughout the seasonal fluctuations of fresh products and farmers and availability of other vendors.

Lastly, the additional language clearly defining what “farmers” includes is advantageous as it sets clear expectations while ensuring that farm fresh products can include a variety of offerings that may appeal to larger audiences.

### **General Plan Consistency:**

This report and associated recommendations have been evaluated for their consistency with the City’s General Plan. Relevant policies are listed below:

Governance Goal 5. Small beach town character is reflected throughout Hermosa Beach.

- *5.7 - Visitor and resident balance.* Recognize the desire and need to balance visitor-serving and local-serving uses as a key to preserving character and the economic vitality of the community.

Governance Goal 6. A broad-based and long-term economic development strategy for Hermosa Beach that supports existing businesses while attracting new business and tourism.

- *6.6 - Pop-up Shops.* Develop plans and programs for underutilized spaces, such as vacant buildings, utility corridors, parkways, etc., for temporary retail, restaurant, and community-promoting uses.

Parks & Open Space Goal 3. Community Parks and facilities encourage social activity and interaction.

- *3.2 - Social and cultural events.* Design and program parks and open space to accommodate unique social and cultural events to foster connectedness and interaction.
- *3.5 - Health and physical activity.* Increase the availability of space and variety of activities that promote community health and physical activity such as community gardens, fitness

stations/equipment, and fields/courts.

**Fiscal Impact:**

The Rotary Club is required to have an annual business license with the City and is responsible for all costs related to City services or personnel required for the Event.

**Attachments:**

1. Rotary Club Farmers' Market Agreement
2. Extension Letter
3. First Amendment to the Rotary Club Farmers' Market Agreement (draft)

**Respectfully Submitted by:** Kelly Orta, Community Resources Manager

**Noted for Fiscal Impact:** Charlotte Newkirk, Accounting Manager

**Legal Review:** Mike Jenkins, City Attorney

**Approved:** Suja Lowenthal, City Manager