

2020
OVERLAND PARK FARMERS' MARKET
RULES AND REGULATIONS

RULES AND REGULATIONS TABLE OF CONTENTS

1. MARKET PHILOSOPHY	2
2. LOCATION, DATES AND HOURS	2
3. MARKET MANAGEMENT	2
4. COMPLIANCE WITH RULES AND REGULATIONS	3
5. APPLICATION AND PAPERWORK	3
Application Process	3
B. Required Application Paperwork	4
C. Application Deadline	5
D. Wednesday Market Participations	5
E. Selection Criteria	5
F. Vendor Products	6
G. Application Acceptance	7
H. Stall/Space Request	7
6. MARKET VENDOR FEES AND PAYMENTS	8
A. Farm Vendor	8
B. Food Vendor or Specialty Vendor	9
C. Additional fees	10
D. Payment Options	10
7. TRUTHFUL REPRESENTATION	14
8. FARM INSPECTIONS AND KITCHEN VISITS	15
9. HEALTH REGULATIONS AND SAMPLING & NUTRITIONAL TESTING	15
10. PRODUCT PRESENTATION	16
11. STEWARDSHIP & GREEN INITIATIVE:	16
12. USE OF ASSIGNED STALL	17
14. ARRIVAL	19
15. DEPARTURE AND CLEAN UP	19
16. PARKING	20
17. WEB RELEASE AND PHOTOGRAPHS	20
18. VENDOR SAFETY, BEHAVIOR AND CONDUCT	21

19. VIOLATIONS AND ENFORCEMENT	21
20. JOB DESCRIPTIONS AND ROLES	23
Exhibit A Homegrown Planner	25
Exhibit B Farm Vendor Definitions	26

1. MARKET PHILOSOPHY

The Farmers’ Market is an important community resource that provides an opportunity for local farmers to provide fresh, nutritious food to the local community, permits consumers to buy directly from local farmers, helps promote new farm and food businesses, and helps promote the economic vitality of Downtown Overland Park. The City of Overland Park is committed to operating the Farmers’ Market with local producers and farmers as the centerpiece and primary emphasis. The City recognizes, however, that the seasonal nature of local products and other Farmers’ Market factors justify certain structured opportunities for vendors to supplement Homegrown products with non-homegrown products as provided for in these Rules and Regulations.

2. LOCATION, DATES AND HOURS

The Farmers’ Market is located at: 7950 Marty Street, Overland Park, KS 66204

The Holiday Farmers’ Market is located indoors at: Matt Ross Community Center 8101 Marty Street Overland Park, KS 66204

The Farmers’ Market will be open to the public as follows:

Saturdays: April 11 – Sept. 19 from 7 a.m. to 1 p.m.
 Sept. 26 – Nov. 21 from TBD

Wednesdays: May 20 – Sept. 30 from 7:30 a.m. to 1 p.m.

Holiday Market: Saturday, Dec. 5 from 8 a.m. to 2 p.m.

Note: Due to extreme inclement weather, the Recreation Supervisor and/or the Director of Parks & Recreation Services may close the Farmers’ Market or let vendors leave early.

3. MARKET MANAGEMENT

The Farmers’ Market is managed by the City’s Parks and Recreation Department. The Recreation Supervisor and the Farmers’ Market Manager oversee the daily operations of the Farmers’ Market and the enforcement of these Rules and Regulations. City staff also functions as the Farmers’ Market safety officers. Questions regarding the Market and application process should be directed to the Recreation Supervisor or the Farmers’ Market Manager.

Overland Park Farmers’ Market
 8101 Marty Street
 Overland Park, KS 66204
 Phone: (913) 895-6390; Fax: (913) 895-6365

4. COMPLIANCE WITH RULES AND REGULATIONS

All vendors and vendor staff must comply with the requirements and standards set forth in these Rules and Regulations. Failure to comply will result in the enforcement actions set forth below. (*See Violations and Enforcement below.*) By applying for and accepting placement at the Farmers' Market, vendors acknowledge that they have read and will comply with the requirements and standards set forth in these Rules and Regulations.

A lack of understanding of these Rules and Regulations is not a sufficient excuse for any failure to comply with these Rules and Regulations. Vendors should contact the Recreation Supervisor or the Farmers' Market Manager regarding any questions or any application of these Rules and Regulations.

5. APPLICATION AND PAPERWORK

A. Application Process

- 1) All vendors must apply annually – *including returning vendors*.
 - a) Past participation does not guarantee or entitle a vendor to participation in future Farmers' Markets.
- 2) As indicated herein, vendors will be offered an opportunity to participate in the Farmers' Market based on the City's review of applications utilizing consistent market-related standards.
- 3) Applications are available early December 2020 and are accepted throughout the market season.
- 4) This application is available online at www.opkansas.org. If a special request is needed, please call the Parks & Recreation office at 913-895-6390.
- 5) Applications received prior to Friday, January 10, 2020, will be notified by mid February as to whether or not they are accepted, wait-listed or declined as a vendor for the Farmers' Market
- 6) Applications received after January 10 2020 will be reviewed in a timely manner.
- 7) Submitting an application does not guarantee participation in the Farmers' Market. Additionally, submitting an application does not guarantee the Stall/Space assignment, the stall size or requested dates indicated on the application.
- 8) Before review and consideration, a vendor's application must be complete. Incomplete applications may be returned to the vendor and/or not reviewed until the application is completed. If additional information is needed from the vendor, the information from the vendor must be submitted in writing.
- 9) Vendors are required to timely supplement or revise any application information or paperwork as appropriate and necessary. To the extent appropriate, any significant changes may impact the vendor's contract, Stall/Space assignment or approved dates. Significant changes include, but are not limited to:
 - a) Applying as a Saturday/Wednesday vendor and then dropping Wednesdays after the application has been processed.

B. Required Application Paperwork

The following documents must be completed and current and must be submitted to the Parks & Recreation office as part of the application:

- 1) 2020 Application
- 2) Product List (New vendors only; returning vendors only if there's a change)
- 3) Note: City staff has the right to deny certain products on the submitted Product List at any point in time.
- 4) Kansas Retail Sales Tax Certificate (new vendors only)
 - a) Non-Kansas vendors are required to have a Kansas Tax ID.
 - b) Kansas Retail Sales Tax Certificate must be on file with the City.
- 5) Lease Agreement (*if applicable, farm vendors only*)
 - a) Landlord contact information required for verification
 - b) Lease must adequately describe leased property and, if appropriate, include a diagram/drawing of the leased property
 - c) Notarization of lease is preferred
- 6) USDA Organic Certification (*if applicable*)
- 7) KDA Live Plant Dealer License (*if applicable*)
- 8) KDA Meat Wholesaler/Distributor License (*if applicable*)
- 9) KDA Dairy Processing Plant License (*if applicable*)
- 10) KDA Food Processing Plant License (*if applicable*)
- 11) KDA Licensed Mobile Unit Permit (*if applicable*)
- 12) Commercial Kitchen License (*if applicable*)
 - a) City may require a vendor's Health Inspection Report at any time
- 13) Mushroom Expert Certification for wild mushrooms (*if applicable*)
 - a) The KDA will review each wild mushroom vendor's certification on an individual basis so additional paperwork may be required.
- 14) Better Processing Control School Certificate (*if applicable – applies to acidified canned foods*)
- 15) 5 samples (non-returnable) - anything but produce required and/or new product items for returning vendors
- 16) Insurance
 - a) Business/Farm/General Liability Insurance Declaration Page for all products and all land (owned or leased)
 - b) Each vendor shall maintain Commercial General Liability or Farm Liability insurance on an occurrence basis in amounts no less than \$250,000 bodily injury and property damage per occurrence, including products liability. Coverage shall apply to all products offered at the Farmer's Market and all applicable land (owned or leased).
 - c) Vehicle Insurance Declaration Page (for all vehicles used for Farmers' Market)
 - d) Each vendor shall maintain Automobile Liability insurance in an amount no less than \$100,000 bodily injury each person / \$250,000 bodily injury each occurrence / \$50,000 property damage each occurrence for any vehicle that is brought to the Overland Park Farmers' Market.
 - e) Each vendor shall furnish to the City a Certificate(s) of Insurance verifying such coverage. The City will only accept coverage from an insurance carrier who carries an AM Best's policyholder rating of A-:VII or better; or is a company approved by the City. It is the vendor's responsibility to make sure that the City has a current copy of the vendor's insurance certificates on file at all times. Failure to timely provide a copy may subject the vendor to disciplinary action.

C. Application Deadline

Applications submitted no later than Friday, January 10, 2020, will be notified by early February as to whether or not they are accepted, wait-listed or declined as a vendor for the Farmers' Market. Applications that are not turned in by January 20, 2020 will be reviewed in a timely manner. Applications are accepted all year long.

D. Wednesday Market Participations

- 1) In order to help grow and diversify the Wednesday Farmers' Markets, all vendors must try to commit to participating on some Wednesdays. All vendors can request which Wednesdays they want to participate; however, just like any other Stall and day assignment, no guarantee can be offered.
- 2) Returning vendors may be required to participate in some Wednesday markets in order to obtain Saturday dates. All new vendors are required to participate in some Wednesdays. Any vendor that participates in Wednesdays may receive priority to any Saturday stall openings.
- 3) New Full Season vendors must participate in at least one Wednesday a month.
- 4) New Half Season vendors must participate in at least five Wednesdays during the season including at least one May and/or September.
- 5) New Daily Rate vendors must participate in at least three Wednesdays during the season, including one in May or September.
 - a) If a new vendor cannot meet this requirement, the new vendor may request an exception in writing, which may be made on a case by case basis at city staff's sole discretion.

E. Selection Criteria

Selection of Vendors will rely on a variety of market-related factors including, but not limited to the following:

- 1) City's Farmers' Market Philosophy
- 2) Farmers' Market goals and objectives
- 3) Farmers' Market policies and procedures
- 4) Farmers' Market product and vendor mix
 - a) Numbers of vendors selling a specific type of product
- 5) Since the primary focus of the Farmers' Market is produce, the City may limit the number of Food and specialty Vendors selling specific food products.
- 6) Locally made products will be given preference over non-locally made products.
- 7) Vendor's Farmer's Market history (e.g., past participation and compliance with Rules & Regulations)
- 8) Compliance with the City's, County, State and Federal Health Regulations
- 9) Full Season vendors, regardless of what they sell, who attend both days may take priority over a vendor with local food who is a Half Season or Daily Rate vendor who only attends on Saturdays.

F. Vendor Products

- 1) Farm Vendor Products: Farm fresh products offered for sale include but are not limited to the following:
 - a) Fruits and vegetables
 - b) Flowers and plants

- c) Herbs
- d) Nuts
- e) Protein (Eggs, frozen meat)
- f) Dairy (cheese, milk)
- g) Canned products (jams, jellies, salsa, etc. made from produce grown by application)
- h) Wine
 - 1) Homegrown Requirements - Based on the City's stated Farmers' Market Philosophy, a Farm Vendor must grow/raise at least 60 percent of the product it sells on each Farmers' Market Day June 15 – September 15 unless otherwise stated on the Homegrown Planner (*Exhibit B*).
 - i) Strong preference will be given to Farm Vendors with the highest percentage of Homegrown product. Should a Farm Vendor not meet the 60 percent criteria per day June 15 - September 15, the vendor will not be allowed to attend until the 60 percent mark is achieved.
 - ii) The 60 percent requirement means the percentage of the vendor's overall products (not item for item) offered and displayed in the vendor's Stall/Space must be Homegrown products. It should be noted that a Homegrown pint of gooseberries is not equivalent to 50 resale watermelons, and 5 pints of Homegrown grapes are not equivalent to two cases of resale peaches.

*See Exhibit A: Homegrown Planner, this document outlines seasonal produce allowances for the market.

*See Exhibit B: Farm Vendor Definitions, this document defines farm vendor produce requirements.

2) Food Vendors Products: Hand-crafted and artisan products offered for sale include but are not limited to the following:

- a) Prepared foods
- b) Frozen/canned products (james, jellies, salsa, etc.)
- c) Baked goods
- d) Olive oils, balsamic vinegar
- e) Spices, herbs, sea salts
- f) Candy
- g) Granola
- h) Beverages

3) Specialty Vendor Products: Hand-crafted and artisan products offered for sale include but are not limited to the following:

- a) Environmental based products (rain barrels, decorate planters and containers)
- b) Skin and home care products

4) Added-Value products: Vendors may add to their Product List with city staff approval. City staff reserves the right to review each Added-Value product and decide, at city staff's sole discretion, if the Added-Value product will complement the Farmers' Market and the Farmers' Market Philosophy. These products may not be the primary focus and must compliment the Farmers' Market. Certain examples include, but are not limited to,

- a) Cookbooks,
- b) Business-related t-shirts

- c) Homemade planters
- d) Seasonal decorations (if they are natural and not synthetic or silk). All Added-Value products must be made by the Vendor and/or tie directly into the Vendor's primary business.

*City staff has the right to have Vendors remove any product that is contaminated, recalled by any government agency, low quality, spoiled, or distasteful looking. Vendors agree to take immediate steps to remove the products from sale upon notification.

5) Exclusivity of Product: The City does not guarantee exclusivity of any product. Notwithstanding, the City reserves the right to restrict the number of vendors selling a certain product at the Farmers' Market based upon a consideration of consistent market-related standards. No vendor shall offer any products that are not on the vendor's approved Product List without first submitting a revised Product List, submitting the required samples, and/or obtaining written permission from city staff. Failure to comply with this provision will be viewed as a violation of these Rules & Regulations and will result in disciplinary action.

G. Application Acceptance

1) Acceptance Paperwork

Vendors that are accepted will receive applicable Acceptance Paperwork to complete. (For example, the vendor contract and temporary food permit application.) Unless otherwise indicated by city staff, Acceptance Paperwork must be completed and returned to the Parks & Recreation office by the **deadline indicated**. The application will not be finalized and the vendor's Stall/Space will not be guaranteed until all Application and Acceptance Paperwork is submitted.

H. Stall/Space Request

- 1) While the City cannot guarantee a vendor will receive a specific Stall/Space assignment or a specific Stall size, the vendor may request a specific location and a specific Stall size in the Farmers' Market. Please refer to the Farmers' Market layout and indicate the Stall/Space number preference and Stall size preference on the application form. In case the first request is not available for placement, the vendor can indicate additional requests along with any other. In addition, the vendor can indicate any other special Stall/Space requests
- 2) Vendors are not guaranteed placement under the Farmer's Market pavilion. All Stall/Space, size and date requests at the Farmers' Market are made at the discretion of city staff, and all placement decisions are made to accommodate the best interest of the Farmers' Market as a whole.
- 3) Vendors are not guaranteed placement under the Farmer's Market pavilion. All Stall/Space, size and date requests at the Farmers' Market are made at the discretion of city staff, and all placement decisions are made to accommodate the best interest of the Farmers' Market as a whole.
- 4) For returning vendors, every effort will be made to grant a vendor's request for the same Stall/Space, Stall size, requested dates and electricity if that vendor's prior attendance was generally consistent with the dates for which that vendor requested and the vendor demonstrated a willingness to comply with these Rules and Regulations.

- 5) Vendors are not allowed to trade Stall/Space assignments with each other or move into an open Stall/Space if they see one available. Only city staff may make changes to Stall/Space assignments.
- 6) The City reserves the right to place vendors within the Farmers' Market as needed to best meet the demands for Stalls/Spaces and the Farmers' Market needs.
- 7) Space is limited to a maximum of 2 Stalls per Farm Vendor and 1 Space per Food or Specialty Vendor. Exceptions may be made on a daily basis only when space is available and when approved by city staff. Should there be an empty Stall/Space between two vendors who want to utilize the empty Stall/Space, they will both evenly share the open Stall/Space. Space is limited to accommodate as many vendors as possible, ensuring a variety of products and the longevity of the Farmers' Market.
- 8) Stall/Space Sharing is not typically accepted. At the City's sole discretion, the City may approve a request for a vendor to share its Stall/Space with a legitimate business partner or another accepted vendor who has applied, is approved and meets the requirements of these Rules and Regulations. Approval of the shared Stall/Space will be based upon the current needs of the Farmers' Market utilizing consistent market-related standards. Both partners/vendors must submit all necessary application information, paperwork, payment and insurance certificates to cover both partners/vendors, both businesses (if applicable) and Product Lists of all products they are selling at the Farmers' Market. To the extent appropriate, any significant changes to a previously approved vendor may impact the vendor's contract, Stall/Space assignment or approved dates.

6. MARKET VENDOR FEES AND PAYMENTS

A. Farm Vendor

1 Stall (approx. 8 to 9' wide x 18' deep) or 1 Space (approx. 10' wide x 10' deep)

- 1) Full Season (25 or more combined days) - \$900
 - a) Vendor may make three separate payments:
 - i) 1st Payment: \$200 due no later than April 1
 - ii) 2nd Payment: \$350 due no later than June 1
 - iii) 3rd Payment: \$350 is due no later than August 1

*Paid in Full Discount - \$810, if payment is received no later than April 1

- 2) Half Season (11-24 combined days) - \$450
 - a) Vendor may make two separate payments:
 - i) 1st Payment: \$225 due no later than April 1
 - ii) 2nd Payment: \$225 due no later than June 1
- 3) Saturday Daily Rate (10 or less days) - \$25 per day
 - a) Payment due no later than April 1

*Saturday Daily Rate vendors may not apply for 10 consecutive days June-August.

- 4) Wednesday Daily Rate (10 or less days) - \$20 per day
 - a) Payment due no later than April 1

1.5 Stalls (approx. 13.5' wide x 18' deep)

- 1) Full Season (25 or more combined days) - \$1,350
 - a) Vendor may make three separate payments:
 - i) 1st Payment: \$300 due no later than April 1

- ii) 2nd Payment: \$525 due no later than June 1
 - iii) 3rd Payment: \$525 is due no later than August 1
 - *Paid in Full Discount - \$1,215, if payment is received no later than April 1
 - 2) Half Season (11-24 combined days) - \$675
 - a) Vendor may make two separate payments:
 - i) 1st Payment: \$337.50 due no later than April 1
 - ii) 2nd Payment: \$337.50 due no later than June 1
 - 3) Saturday Daily Rate (10 or less days) - \$35 per day
 - a) Payment due no later than April 1
 - 4) Wednesday Daily Rate (10 or less days) - \$30 per day
 - a) Payment due no later than April 1
- 2 Stalls (approx. 18' wide x 18' deep)
- 1) Full Season (25 or more combined days) - \$1800
 - a) Vendor may make three separate payments:
 - i) 1st Payment: \$400 due no later than April 1
 - ii) 2nd Payment: \$700 due no later than June 1
 - iii) 3rd Payment: \$700 is due no later than August 1
 - *Paid in Full Discount - \$1,620, if payment is received no later than April 1
 - 2) Half Season (11-24 combined days) - \$900
 - a) Vendor may make two separate payments:
 - i) 1st Payment: \$450 due no later than April 1
 - ii) 2nd Payment: \$450 due no later than June 1
 - 3) Saturday Daily Rate (10 or less days) - \$50 per day
 - a) Payment due no later than April 1
 - 4) Wednesday Daily Rate (10 or less days) - \$45 per day
 - a) Payment due no later than April 1
- *Saturday Daily Rate vendors may not apply for 10 consecutive days June-August.
-

B. Food Vendor or Specialty Vendor

1 Space (10' wide x 10' deep - accommodates a standard tent) or 1 Stall (if available)

- 1) Full Season (25 or more combined days) - \$1,800
 - a) Vendor may make three separate payments:
 - i) 1st Payment: \$400 due no later than April 1
 - ii) 2nd Payment: \$700 due no later than June 1
 - iii) 3rd Payment: \$700 is due no later than August 1
 - *Paid in Full Discount - \$1,620, if payment is received no later than April 1
- 2) Half Season (11-24 combined days) - \$900
 - a) Vendor may make two separate payments:
 - i) 1st Payment: \$450 due no later than April 1
 - ii) 2nd Payment: \$450 due no later than June 1
- 3) Saturday Daily Rate (10 or less days) - \$42 per day
 - a) Payment due no later than April 1
- 4) Wednesday Daily Rate (10 or less days) - \$37 per day

- a) Payment due no later than April 1

*Saturday Daily Rate vendors may not apply for 10 consecutive days June-August.

C. Additional fees

1) Electricity

- a) Electricity is limited and available for an additional fee of \$25 per month. Not all vendors will be able to use electricity. Priority will be given to vendors who need to keep products frozen/cold for food safety regulations and those that need it for their scales. Requests for electricity must be indicated on the application form.
- b) If requested and available, the vendor will be charged a monthly rate regardless of whether electricity is used each day. Electricity fees will be due no later than:

April 1- if paying in full;

June 1- if the vendor is a Full or Half season vendor; or

April 1- if the vendor is a Daily Rate vendor.

Note: No discounts are available for electricity.

- c) Generators:

- i. No additional fee will be charged for a vendor bringing their own generator. However, the type of generators allowed are restricted due to noise levels. Only fully inclosed inverter generators that produce a dB level less than 60dB will be allowed.

2. Food Samples and Prepared Food Fees

- a) Vendors who want to offer food samples and/or serve prepared food products must pay an additional \$15/month service fee and \$10/month Temporary Food Permit fee for a total of \$25/month to sample and/or serve food. (Regardless of whether food is offered once a month or each market day of the month, the fee is a monthly charge.)
- b) Vendors must also meet the requirements of the Overland Park Food Code and, if required, obtain a Temporary Food Establishment Permit, which has to be applied for online.
- c) If accepted into the Farmers' Market, an access code will be provided to fill out the Temporary Food Permit Application. The Temporary Food Establishment Permit must be displayed in the vendor's Stall/Space and be visible at all times. Fees will be due no later than:
 - a) April 1- if paying in full;
 - b) June 1- if the vendor is a Full or Half season vendor; or
 - c) April 1- if the vendor is a Daily Rate vendor

Note: No discounts are available for Temporary Food Establishment Permits

D. Payment Options

1) Vendor Fee Payment Options:

- a) Vendors may pay by credit card, check or cash. All payments should be made to "City of Overland Park" office at the Matt Ross Community Center, 8101 Marty

Street, Overland Park, Kansas 66204. The office is available to take payment over the phone, in person or by mail Monday through Friday 8 a.m. to 5 p.m.

- b) Vendors who do not pay in full by the first deadline must fill out the EFT/Automatic Withdrawal Form allowing the City to automatically withdrawal payment from their account on the scheduled dates.
- 2) Scheduled Payments: Vendors who participate in scheduled payments must fill out the Overland Park Farmers' Market EFT/Credit Card Authorization for Scheduled Payments. This authorization allows city staff to automatically withdraw the amount owed from either the vendor's bank account or credit card on the days listed above.
- 3) Late Payment Fees: There is no grace period for late payments. If payment is not received in full by the due date, the vendor will forfeit the vendor's Stall/Space and will be subject to a late fee of \$30. Any declined payment will also be subject to the \$30 late fee. This late fee amount is subject to change; provided, vendors are notified in advance of any change in writing.
- 4) Refunds: No refunds will be given for any reason. City staff has the right to waive certain fees in extreme situations such as bankruptcy or complete crop failure.
- 5) DOUBLE UP FOOD BUCKS PROGRAM

All vendors are required to participate in the Double Up Food Bucks Program (EBT). Vendor participation in the Kansas Senior Farmers Market Nutrition Program (SFMNP) Vouchers program is optional.

a) EBT

- i) The Farmers' Market accepts the State-issued Electronic Benefit Transfer (EBT) Cards from Kansas, Missouri and all other federally approved states. Formerly known as the Food Stamp Program, the Supplemental Nutrition Assistance Program (SNAP) is a federally funded program which delivers monthly benefits to 43 million Americans nationwide.
- ii) Participants of the EBT/SNAP program may have their EBT card swiped at the Farmers' Market Information Booth to receive tokens that must be accepted at all vendor Stalls/Spaces.
 - (1) EBT/SNAP participants may receive a one dollar (\$1.00) red token for every dollar exchanged from their EBT card.products the vendor may sell for the red tokens include:fruits, vegetables, baked goods, meats, poultry, dairy, dips, salsas, honey, jams, seeds, plants, granola and products labeled as homegrown, local or regional. Vendor may sell blue tokens for fruits, vegetables, seeds and plants only.
 - (a) Products the vendor may not sell for the tokens include: soaps, body oils, foods prepared on-site.
- iii) Double Up Food Bucks KC, a program of local non-profit Cultivate Kansas City, is committed to ensuring access to fresh, healthy, local fruits, vegetables, meats and dairy products for our community. Double Up Food Bucks KC offers a dollar for dollar match for EBT/SNAP participants up to twenty-five dollars (\$25) per week for the purchase of fruits and vegetables. The City reserves the right to change this amount at any time. This means that for every dollar up to \$25.00 per week that is exchanged at the Farmers' Market Information Booth from an EBT card, the EBT/SNAP participant may receive an additional one dollar (\$1.00) blue token. Blue tokens

may only be spent on fresh fruits and vegetables, defined by the National Institute of Food and Agriculture (NIFA) as “any variety of fresh, canned, dried, or frozen whole or cut fruits and vegetables without added sugars, fats, or oils, and salt (i.e. sodium).”

- iv) As a condition of participating in the Farmers’ Market, vendors agree to accept the red and blue tokens from shoppers at a value of one dollar (\$1.00) for each red or blue token, subject to the following guidelines:
 - v) Tokens cannot be exchanged for currency.
 - vi) Vendor cannot charge sales tax on red or blue EBT/double up tokens.

b) Credit/Debit

- i) The Farmers’ Market accepts debit cards at the Farmers’ Market Information Booth. Shoppers’ debit card exchanges must be made in five dollar (\$5.00) increments. The shopper may receive a five dollar (\$5.00) green token for every five dollars (\$5.00) exchanged from their debit card.
- ii) As a condition of participating in the Farmers’ Market, vendors agree to accept the green tokens from shoppers at a value of five dollars (\$5.00) for each green token, subject to the following guidelines:
 - iii) Vendors must charge sales tax on Green Debit tokens.

Note:

- EBT & Match transactions are subject to availability of tokens. There may be times when tokens are unavailable.
- Match transactions are also not a guarantee or part of the EBT program. Should the match not be available due to a shortage of tokens or match funds, you are not entitled to reimbursement for the week(s) your EBT card wasn't swiped.
- Tokens can be used on any Farmers’ Market day, and not just the day they are received.

c) Vendor Reimbursement for Double Up Food Bucks KC Program (EBT) and debit transactions.

- i) Red tokens are equivalent to one dollar (\$1.00) each.
- ii) Blue tokens are equivalent to one dollar (\$1.00) each.
- iii) Green tokens are equivalent to five dollars (\$5.00) each.
- iv) Vendors may turn in the vendor’s accumulated tokens at the Farmers’ Market Information Booth on any Farmers’ Market day. The tokens must be pre-counted, written down and placed in a sealed bag before turning into City staff.
- v) City staff will recount and determine the overall value of the tokens being redeemed, and then issue the vendor a receipt.
- vi) The City will require all vendors to have direct deposit to receive their reimbursement check which will be issued every other week for the total amount of tokens redeemed. Unless the Farmers’ Market season has concluded, the City reserves the right to delay processing any monthly Check Request for total amounts under twenty-five (\$25.00).
- vii) Vendor must provide the City with a W-9 and ACH form for the City to reimburse the vendor. (Returning vendors who participated in this

program already have a W-9 and ACH form on file, therefore, will not need to fill out this form again.)

- viii) All tokens must be turned into the City no later than the last Farmers' Market Day. Any tokens not redeemed by then will not be accepted for payment in the current calendar year.

d) Kansas Senior Vouchers (SPFNP)

- i) Senior Vouchers refers to the Senior Farmers Market Nutritional Program (“SFMNP”). This program is a State of Kansas program allowing qualified seniors to obtain food assistance. (To apply, the senior shopper files an application from the Olathe Salvation Army or other agency that distributes the voucher. The State of Kansas decides who qualifies and determines how many vouchers to give out per year.)
- ii) Vendor participation in SFMNP is optional. For vendors to participate in SFMNP, the vendor must apply and be accepted into SFMNP by the State of Kansas. One Senior Voucher is equivalent to three dollars (\$5.00) at participating vendor booths. All Senior Vouchers must be redeemed with the State of Kansas. The Farmers' Market will not redeem Senior Vouchers. (See www.kdheks.gov/sfmnp/ for further information regarding vendor applications and participation with SFMNP.)
- iii) As stated above, Double Up Food Bucks KC is committed to ensuring access to fresh, healthy, local fruits, vegetables, meats and dairy products for our community. Shopper with Senior Vouchers can receive a Double Up Food Bucks match if they have their Senior Vouchers stamped at the Farmers' Market Information Booth on Saturdays. Double Up Food Bucks issues a dollar for dollar match for shoppers with Senior Vouchers up to thirty dollars (30.00). The City reserves the right to change this amount at any time. This means that the shopper may receive an additional one dollar (\$1.00) coupon for every dollar of value of Senior Vouchers stamped at the Farmers' Market Information Booth. These coupons may purchase any item eligible for purchase with the SFMNP vouchers.
- iv) Vendors participating in the Double Up Food Bucks KC agree to accept the red and blue tokens from shoppers at a value of one dollar (\$1.00) for each red or blue token and senior vouchers valued at five dollars (\$5.00) a coupon, subject to the following guidelines:
 - v) Vendor must apply and sign this Vendor Participation Agreement in order to participate in the Double Up Food Bucks KC Program.
 - vi) Tokens and senior vouchers cannot be exchanged for currency.
 - vii) Vendor cannot charge sales tax.
- viii) Tokens and vouchers can be used on any Farmers' Market day, and not just the day they are received.
- ix) Subject to the previous guideline, products the vendor may sell for the tokens include: fruits, vegetables, baked goods, meats, poultry, dairy, dips, salsas, honey, jams, seeds, plants, granola and products

labeled as Homegrown or Regional. Products the vendor may sell for the coupons include: fruits, vegetables, and honey.

- x) Products the vendor may not sell for the tokens include: soaps, body oils, foods prepared on-site.

Note: Match transactions are subject to availability of tokens. There may be times when tokens are unavailable. Also, please note that the match is not a guarantee or part of the SFMNP program. Should the match not be available due to a shortage of tokens or match funds, you are not entitled to reimbursement for the week(s) you redeemed your vouchers.

7. TRUTHFUL REPRESENTATION

- A. Vendors agree to completely and truthfully disclose the sources of all products they are offering for sale at the Farmers' Market (both to customers and to city staff), specifically, the source of the products and where they were grown, raised, produced or manufactured.
- B. Any changes to the Product List submitted with a vendor's application for the Farmers' Market must be communicated in writing to the City in advance to the selling of that product. The vendor must obtain permission from City staff before the product is offered for sale. Significant changes in the amount or source of supplementation may result in changes to the vendor priority list leading to reassignment of Stall/Space location or, in the case of drastic changes, loss of the privilege of participating in the Farmers' Market. Failure to report changes in the Product List will be considered misrepresentation and result in dismissal from the Farmers' Market without refund.
- C. The City reserves the right to visit and inspect the farm/property/kitchen sites listed on the Farmers' Market application to ensure that proper and correct reporting/information has been provided by the vendor. Vendors acknowledge and agree to such inspections and that vendors may not be given prior notice of farm or kitchen inspections.
- D. For any product that is not 100% Homegrown, the Farm Vendor must keep receipts at all times for proof of purchase of produce being sold at the Farmers' Market. City staff reserves the right to audit the Farm Vendor at any time ask the vendor who the vendor buys from the vendor's auction sale ID number and/or for the vendor's sales receipts. If the vendor does not have the requested information on hand, the vendor has three business days to submit it. If the vendor fails to provide the requested information, city staff has the right to prohibit the sale of the product at the Farmers' Market in addition to taking disciplinary action. The receipts must be legible and include the following:
 - a. Name of the company or farm
 - b. Name of the person making the sale
 - c. Address of the land where the product was purchased, raised and/or grown
 - d. Phone number
 - e. Clearly identifies the product
 - f. Amount purchased
 - g. Date purchased
- E. False Packing is prohibited. "False Packing" is the topping or facing of containers with the best products exposed and poor products concealed underneath.
- F. Vendors reflect upon the City and the community while at the Farmers' Market, and therefore, any information given to the public must be accurate and positive in nature.
- G. It is the responsibility of vendors to warrant, refund or exchange any product that is deemed unsatisfactory. The City will not get involved in determining what should or should not be refunded. Notwithstanding, the City reserves the right to investigate any

complaint or series of complaints and take whatever enforcement action may be warranted under these Rules & Regulations.

- H. Vendors acknowledge and agree that, in the event that the City discovers that any information provided by the vendor to the City and/or public (verbally or in writing) in advance of or during the Farmers' Market season is incorrect, misleading, harmful to the reputation or untruthful, the City may take the enforcement action as provided for in these Rules and Regulations.

8. FARM INSPECTIONS AND KITCHEN VISITS

A. Farm Inspections

The City reserves the right to visit and inspect the farm, property and storage sites listed on the Farm Vendor's application to ensure that proper and correct reporting/information has been provided by the vendor. Vendors acknowledge and agree to such inspections and that vendors may not be given prior notice of farm inspections. New vendors may be subject to a farm visit before being accepted into the Farmers' Market. The Farm Vendor must identify all farm, property and storage sites on the application. If the Farm Vendor wants to add any farm, property or storage sites, the vendor must inform city staff in writing and revise the vendor's application accordingly. The Farm Vendor will be in violation of these Rules and Regulations if the vendor fails to identify any farm, property or storage site and/or is unable to show staff a location during the time of a farm visit.

B. Kitchen Visits

The City reserves the right to visit and inspect the Food Vendor's certified commercial kitchen listed on the Food Vendor's application to ensure that proper and correct reporting/information has been provided by the vendor. Vendors acknowledge and agree to such inspections and that vendors may not be given prior notice of kitchen inspections. New vendors may be subject to a kitchen visit before being accepted into the Farmers' Market.

9. HEALTH REGULATIONS AND SAMPLING & NUTRITIONAL TESTING

- A. Vendors will abide by all City, County, State and/or Federal Public Health Regulations and adhere to safe food handling practices in regard to the preparation, handling, presenting, sampling and selling of all food products for sale at the Farmers' Market. It is the responsibility of the vendor to understand all the City, County, State and/or Federal Public Health Regulations. The City will just enforce those regulations.
- B. No sampling of product is allowed until the Temporary Food Application is submitted and the appropriate permit is obtained from the City's Planning and Development Services Department.
- C. Nutritional Testing:

This is a commissioned program being organized by the City in partnership with Kansas State University Food Science Institute. To add value to vendor products while also improving the market's commitment to consumer transparency. Nutritional testing will be provided for value-added agricultural products. Value-added agricultural products are raw commodities whose value has been increased through the addition of ingredients or processes that make them more attractive to the buyer and/or more readily usable by the consumer.

 - 1) Nutritional Testing Value:
 - a) Nutritional testing provides the nutritional information consumers have grown accustomed to.

- b) The nutritional testing will result in a nutrition panel. Nutrition Panels provide a more professional, finished appearance for a product.
- c) Kansas Value Added Food Lab can help businesses develop products safely and under current regulations.
- d) The food testing ensures the integrity of how the vendors are making the food and that their ingredient list is accurate.

2) Nutritional Testing Process:

- a) The City will randomly select a vendor and one product for testing.
- b) The vendor is required to complete the K-State Paperwork and send it back to City staff.
- c) The City will obtain the required amount of samples from the vendor.
- d) The City will mail the paperwork and samples to the K-State lab.
- e) Once the testing is complete, K-State will send the Nutrition Facts Panel and Ingredients List to City staff.
- f) The City will verify they have been properly labeling their products.
- g) If compliant, the vendor receives a nutritional panel for the product tested to use for their business.
- h) If issues arrive, the vendor may be in violation of their contract and may face disciplinary action.
- i) The City will incur the testing cost of K-State’s nutritional testing services.

*Confidentiality Notice: All formulas, concepts, ideas, and/or other intellectual property of the Vendor shall remain confidential, and will not be used by the City for any purpose not identified herein (financial or otherwise) unless agreed upon by both parties or required by law.

10. PRODUCT PRESENTATION

- A. A reasonable percentage of Homegrown products must be at the forefront and displayed for the public.
- B. Canned goods/prepackaged items must follow the KDA labeling requirements.
- C. If co-packaging and the products main label is of the vendor and not the producer the items, the items must include the terms “packaged for”. Additionally, if the vendors label is the dominant label and they are not the producer, both the vendor and producer must include all information as required under the KDA labeling guidelines.

11. STEWARDSHIP & GREEN INITIATIVE:

The City is committed to sustainable practices and as part of our effort to be good stewards of the environment, we will be implementing a Green Initiative so the Farmers’ Market and all participating vendors are following “green” practices.

- A. 2020 - Only recyclable and/or compostable serveware allowed. This includes, but is not limited to utensils, plates, cups, napkins.
- B. No styrofoam will be permitted.
- C. No single-use plastic bags will be permitted for distribution by the vendor.

12. USE OF ASSIGNED STALL

- A. Vendors must maintain their products within the assigned physical Stall/Space. For vendors on the south side, the front edge of selling surfaces or products displayed may be no more than 30 inches from the end of the parking space lines to ensure that the center aisle is not blocked. For vendors on the north side, the front edge of the selling surfaces or products displayed must be parallel to the parking space lines to ensure the center aisle is not blocked. This is essential to creating a safe Farmers' Market and to permit enough room for customers to move safely and efficiently through the Farmers' Market.
- B. All products containers, boxes, etc. must be in good repair and free of sharp edges that might be injurious to the public. All containers must be placed and displayed in a manner that is safe to vendors and the public.
- C. Vendors must display all products for sale above the ground level (minimum of 6 inches). Exceptions are made for heavier products, such as watermelons, pumpkins and potted plants. Vendors should consult the Farmers' Market Manager/Recreation Supervisor about concerns displaying products.
- D. Vendors may hang signs from the Farmer's Market pavilion above their assigned Stalls as long as the signs do not damage the pavilion (i.e. PVC, metal chain wrapped in plastic). These signs are subject to city staff approval.
- E. Vendors may not hang rods or any metal fixture inside the Farmer's Market pavilion. Neither tape nor any form of adhesive is allowed on any part of the pavilion.
- F. Costs to repair damage of any kind to the Farmers' Market pavilion, blacktop, pavement, curbing, landscaping or surrounding property will be assessed to the vendor causing the damage.
- G. Vendors may not block access to receptacles inside the pavilion.

13. SIGNAGE

Vendors must accurately label the origin of the vendor's products according to the following:

A. Farm Vendors

- 1) Farm Vendors must have a large sign that clearly identifies:
 - a) Their farm name
 - b) The city in which their farm is located.
- 2) All products for sale must include a sign with the following information in order:
 - a) Type of product
 - b) Price of product
 - c) City, State and/or Origin of product, if Locally, or Regionally or Warehouse purchased.
 - d) Whether product is "Homegrown," "Locally Purchased," "Regionally Purchased," or "Warehouse"
 - e) "USDA-Certified Organic" – Products grown by a USDA-Certified Organic farm.
 - f) "Homegrown" – Product is planted, grown and harvested by the Farm Vendor and/or staff on the Farm Vendor's (owned or leased) property.
 - "Locally Purchased" – Products purchased by the Farm Vendor directly from a known farmer who has planted, grown and harvested the products within a 150-mile radius of the Farmers' Market.
 - "Regionally Purchased" – Products purchased by the Farm Vendor directly from a known Farm Vendor who has planted, grown and harvested the

products or an auction house outside a 150-mile radius of the Farmers' Market.

“Warehouse” – Products purchased by the Farm Vendor from a wholesale supplier or large manufacturer.

*See Exhibit A for more detailed Farm vendor definitions

Note: Any Farm Vendor that is not 100% Homegrown must, upon request of city staff, identify who the vendor buys its products from, provide the vendor's auction sale ID number, and/or provide the vendor's sales receipts.

- 3) Products with an extremely short shelf life must be sold separately and clearly labeled as such.
 - a) Labels such as “seconds” or “for canning” are acceptable labels.
- 4) Farm Vendors who are 100% Homegrown may display a sign at their booth identifying themselves as 100% Homegrown in addition to the green 100% homegrown flags provided by the City.
 - a) Green flag: The purpose of the green flag is to symbolize to consumers that those vendors with green flags are 100% homegrown. Green flags will be provided to vendors each market day morning by market staff if, 100% of the vendor's products for that day are 100% homegrown. Market staff will then collect flags from vendors at the end of the market.
- 5) When applicable, Farm Vendors may identify a product as “Certified USDA Organic.”

B. Food & Specialty Vendors

- 1) Food & Specialty Vendors must have a large sign that clearly identifies their business name.
- 2) All products for sale must include a sign identifying the type of product and the price of the product.

C. Sign Quality and Other Signs

- 1) If too much wording is on one sign, the vendor will be asked to redo the sign. If too many other marketing signs distract from the terminology sign, the vendor will be asked to remove or modify the marketing signs.
- 2) All signs must be clearly written and displayed neatly. Torn paper or torn cardboard boxes are not permitted. Cardboard neatly cut is acceptable.
- 3) The only signs permitted in the Farmers' Market will be those that provide specific required information regarding the products for sale by the vendor.
- 4) Vendors are allowed to display additional marketing signs to identify their products or practices; provided, however, vendors must accurately display these signs based on accepted and recognized practices. For example, vendors may display if:
 - a) Vendor does not spray;
 - b) Vendor is certified naturally grown or raised;
 - c) A product is GMO free; or
 - d) A food product is “gluten free” or has “no sugar added.”
- 5) The only signs permitted in the Farmers' Market will be those that provide specific required information regarding the products for sale by the vendor.
- 6) Sales Tax: Vendors are required to comply with the Kansas State Sales tax law and are responsible for collecting and remitting any local and/or State of Kansas sales taxes.
 - a) Vendors must provide proof of sales tax number prior to selling at the Farmers' Market.

- b) Vendor Kansas Retail tax certificates must be posted in the vendor's stall during market operation.

14. ARRIVAL

A. Tardiness

- 1) Vendors must arrive at the Farmers' Market no later than ½ hour before the Farmers' Market opens and must be ready to do business at the time the Farmers' Market is scheduled to open to the public.
- 2) Any vendor who does not arrive ½ hour before the Farmers' Market opens and has not notified the City, automatically forfeits their Stall/ Space for that day without refund, and city staff may reassign the Stall/Space. If the Stall/Space is still available,late arrivals may be allowed to set up with approval of the Farmer's Market Manager/ Recreation Supervisor, at his/her sole discretion. (Timely arrival ensures optimal customer and vendor safety and excellent customer service.)
- 3) If a vendor arrives late and fails to notify the Farmers' Market Manager/Recreation Supervisor ½ hour in advance on three occasions, the vendor will forfeit the vendor's Stall/Space for the season without refund.

B. Absence

- 1) Vendors must notify the Farmers' Market Manager AND Recreation Supervisor if the vendor will not be attending the Farmers' Market. Notification must be done no later than Noon the day before the Farmers' Market.
- 2) In the event of unforeseen circumstances on the Farmers' Market day, vendors must notify the Farmers' Market Manager AND Recreation Supervisor as soon as possible.
- 3) If possible, the Farmers' Market Manager/ Recreation Supervisor may rent the Stall/Space for the day.

15. DEPARTURE AND CLEAN UP

- A. To ensure the Farmers' Market continuity and optimal public safety, vendors may not break down their Stalls/Spaces until the end of each Farmers' Market day . Start and end times may be found in the location, dates & hours section of this document. If a vendor has an emergency or special circumstance and needs to leave before the time noted. The vendor must get prior approval from the Farmers' Market Manager/Recreation Supervisor. Vendors who leave before departure time without prior approval from the Farmers' Market Manager/Recreation Supervisor will be subject to the enforcement actions set forth in these Rules and Regulations.
- B. In the event that a vendor "sells out" prior to noted departure time, it is a great opportunity to:
 - 1) Speak with potential customers about the vendor's products.
 - 2) Take special orders.
 - 3) If selling out early is an ongoing occurrence. Assess why you are selling out and what can be done to prevent this in the future.
- C. Vendors are responsible for ensuring that their designated Stall/Space is completely free of debris and trash and for carrying their own trash bags and brooms to clean up their Farmers' Market area.
- D. Vendor may use the trash and recycling dumpsters outlined below, as long as the trash is generated from the Farmers' Market and;

- E. The recycling dumpsters may be used for recycled products. All cardboard must be taken away or must be broken down and recycled in the bin provided. No boxes may be placed beside the bin.
- F. If the dumpsters are full, vendors must take their trash when leaving the Farmers' Market that day.
- G. No wooden crates may be placed in any dumpster.
- H. Trash receptacles that can be used by Farmers' Market Vendors:
 - 1) large trash and recycling dumpsters located in the South market pavilion parking lot.
 - 2) Large trash and recycling dumpsters found in the North market pavilion parking lot.
 - 3) Smaller dumpsters located behind downtown businesses are not to be used by market vendors.
- I. All vendor merchandise, valuables, tables, chairs, equipment, signage, decoration, displays, and trash must be removed by 3 p.m. on Farmers' Market days.

16. PARKING

- A. Vendors assigned to a 1 or 1.5 Stall/Space under the Farmer's Market pavilion are allowed to park one vehicle either under the pavilion cover or:
 - 1) North side - with tires within parking stall lines, or in the parking space immediately behind the vendor's assigned Stall;
 - 2) Southside – with tires on the sidewalk and no part of the vehicle touching any vegetation or in the parking space immediately behind the vendor's assigned Stall.
- B. Vendors assigned to 2 stalls under the Farmers' Market pavilion are allowed to utilize two parking spaces.
- C. Vendors may not restrict public parking spaces in the Farmers' Market area at any time. Vendors may not place buckets or other barriers in parking spaces to restrict public access to those parking spaces.
- D. Vendors may also unload products and move vehicle(s) to the assigned lot designated by the Recreation Supervisor or Farmer's Market Manager. For vehicles that do not fit under the pavilion or the assigned stall, vendors must unload their vehicles and move it to the assigned lot.
- E. Vendors set up outside of the market pavilion may park in one stall near the Farmers' Market pavilion.
- F. All extra vendor vehicles used by the vendors and their staff must be parked in the designated parking lot identified by the City. . It is critical that as much parking be kept for customers as possible.
- G. Some vendor parking stalls do not evenly align with the Stall the vendor has been assigned too. Some vendors may have to adjust their parking accordingly.
- H. There is no overnight parking.
- I. Special parking allowances can made with Market Manger or Recreation Supervisor prior permission.

17. WEB RELEASE AND PHOTOGRAPHS

- A. The City's website at www.opkansas.org will include a list of Farmers' Market vendors. Each vendor's name, city and state, identification as what type of vendor, individual Farmers' Market dates, Product List and Stall/Space location will be available to the public on the website. This information must be provided and maintained by the vendor.

- B. Photographs of vendors at the Farmers' Market are taken. As part of the consideration for the use of a Stall/Space, vendors and vendors' staff participating in the Farmers' Market authorize the City to use any photograph(s) taken of said persons during the Farmers' Market day activities, and waive any and all claims that said persons may have or claim to have resulting from such photos or reproduction of them.

18. VENDOR SAFETY, BEHAVIOR AND CONDUCT

- A. Vendors must be 18 years or older to sell at the Farmers' Market. Provided the vendor is in compliance with Kansas Labor Laws, vendors may hire staff younger than 18 to work in their Stall/Space.
- B. Vendors are responsible for educating their staff about these Rules & Regulations.
- C. No "hawking" or yelling out of product items or prices to customers is permitted.
- D. The playing of loud music in vendor Stalls/Spaces may be permitted at the discretion of the Farmers' Market Manager and/or Recreation Supervisor.
- E. In order to promote a healthy lifestyle, the City does not allow smoking, vaping or chewing of tobacco products in the Farmer's Market area which includes the pavilion, Clock Tower Plaza or other defined Farmers' Market areas.
- F. Only service animals are allowed in the Farmers' Market area.
- G. Vendors who have issues regarding other vendors and/or specific Rules & Regulations complaints must report such issues to City staff in a professional and non-confrontational manner. City staff (and not the reporting vendor) will determine if a violation has occurred or if any issue needs to be addressed by the other vendor.
- H. Vendors are expected to manage their own Stall/Space and staff. Vendors are responsible for the actions of their staff.
- I. If market staff is available, and subject to the next subsection, Vendors may ask staff to watch their booth for a brief amount of time.
- J. Vendors acknowledge that the City and its employees are released from any responsibility or liability for lost or damaged merchandise or property belonging to any vendor and that the vendor is responsible for securing his/her individual property and merchandise.
- K. Vendors must comply with all City, County, State and Federal statutes, ordinances, regulations and laws relating to the Farmers' Market and the vendor's business conducted at the Farmers' Market. Such compliance includes, but is not limited to, the Kansas Acts Against Discrimination (K.S.A. 44-1001, et seq.), Title VII of the Civil Rights Act of 1964 as amended, the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) No vendor shall discriminate against any person in the performance of their work because of race, religion, color, sex, national origin, age, disability, orientation, ancestry, veteran status, or low income. Each vendor shall also abide by all other federal, state and local laws, ordinances and regulations applicable.
- L. No vendor will harass, threaten or intimidate another vendor, another vendor's staff, city staff or any customer.
- M. The clothing that is worn by a vendors and vendors' staff at the Farmers' Market must not contain any profanity or obscene images or words.
- N. Vendors are not allowed to enter into any price-fixing.
- O. No propane, gas or kerosene is allowed under the Farmer's Market pavilion.

19. VIOLATIONS AND ENFORCEMENT

Violations of these Rules and Regulations may result in oral or written warnings, demerits, probation, suspension, or seasonal or permanent expulsion from the Farmers'

Market. It is important to note that the purpose of these enforcement actions is to address actions or behaviors that are not in compliance with these Rules and Regulations and to encourage future compliance. It is the City's desire and expectation that all vendors will adhere to these Rules and Regulations and that such enforcement actions will not be necessary.

A. Complaints

- 1) In the event a complaint (customer, vendor, or otherwise) is reported to city staff, or city staff personally observes a violation of these Rules and Regulations, city staff will document the incident and any associated findings in writing and notify the vendor of the complaint, the findings and (if applicable) any enforcement action to be taken. Violations will be documented for the City's file.

B. Oral and Written Warnings

- 1) Vendors will be given either an oral or written warning, with details of the violation and (if applicable) any enforcement action to be taken. Warnings of more severe violations will be made in writing.

C. Demerits

- 1) Minor violations of these Rules and Regulations will result in demerits against the offending vendor. Examples of demerits include but are not limited to, unexcused absences and tardiness, missing or inaccurate signage, and stall set-up violations.
- 2) Unless deemed necessary, Market staff is not required to notify vendors of each demerit at the exact time of violation as there is an expectation that vendors recognize when they are not complying with these Rules and Regulations as well as to minimize Market disruptions. However, staff shall document such violations and demerits as they are recognized in market notes and shall possibly notify vendor at a later time.
- 3) Three documented demerits will result in a written warning from the Recreation Supervisor/Farmers' Market Manager. If the vendor receives a fourth demerit following this warning, enforcement action shall be taken as appropriate, including but not limited to probation, suspension, expulsion or any other appropriate action (e.g., loss of Stall/Space location), based on the specifics, frequency and severity of the violations that occurred.

D. Probation

- 1) The purpose of probation is to give a vendor an opportunity to make any necessary changes and to show an ability and willingness to comply with these Rules & Regulations. Vendors who violate these Rules and Regulations while on probation shall receive a further written warning, market suspension, market expulsion or any other appropriate action (e.g., loss of Stall/Space location), based on the specifics, frequency and severity of the violation(s) that occurred.
- 2) Vendors who receive written warnings from the Recreation Supervisor or the Farmers' Market Manager will be placed on probation.
- 3) Returning vendors who had trouble the previous year may be subject to a probation period as a condition of acceptance. Such determination as well as the length of the probation period shall be made based on the specifics, frequency and severity of the violations that occurred.
- 4) New vendors will be put on a probation period for the initial 6 contracted and/or attended days. During this time, the new vendor will be evaluated on a variety of current market-related standards. Should the new vendor not meet the requirements of these Rules & Regulations and/or the current market-related

standards during the probation period, the new vendor will not be allowed to return for the remainder of the season.

- 5) Any vendor who receives a suspension will automatically be placed on probation for the remainder of the season and for the duration of the entire next season (if the vendor is invited back to participate).

E. Suspension / Expulsion

- 1) Based on the severity or consistency of the violation(s), the Recreation Supervisor or the Farmer's Market Manager has the discretion to determine whether a vendor warrants suspension or expulsion from the Farmers' Market. Any vendor receiving a third notice of violation will be automatically suspended or expelled from the Farmers' Market without a refund. The Recreation Supervisor, the Farmers' Market Manager or their designee's decision for onsite disputes will be enforced immediately. Any warning, suspension or expulsion of a vendor will remain in effect unless otherwise reversed or modified by the Director of Parks & Recreation Services or the City Manager.

F. Appeals

- 1) A vendor may appeal an enforcement action (demerit, fine, warning, suspension or expulsion) by the Recreation Supervisor or the Farmer's Market Manager to the Director of Parks & Recreation Services. The appeal must be written and submitted to the Director within five business days of the enforcement action. The Director will review the documentation and information provided by city staff and the vendor, and the Director will conduct any further investigation the Director deems necessary and appropriate. The Director will make a decision on the appeal within 10 business days, unless additional reasonable time is necessary and the vendor is informed of the delay. The Director's decision will remain in effect unless otherwise reversed or modified by the City Manager.
- 2) A vendor may appeal the decision of the Director of Parks & Recreation Services to the City Manager. The appeal must be written and submitted to the City Manager within five business days of the decision of the Director. The City Manager will review the documentation and information provided by city staff and the vendor as well as the decision of the Director, and the City Manager will conduct any further investigation the City Manager deems necessary and appropriate. The City Manager will make a decision on the appeal within 10 business days, unless additional reasonable time is necessary and the vendor is informed of the delay.

20. JOB DESCRIPTIONS AND ROLES

A. Director of Parks & Recreation Services (Full Time Position)

Appointed by the City Manager to supervise, manage and direct all parks and recreation services, facilities and programs of the City.

B. Recreation Supervisor (Full Time Position)

- 1) Develops, maintains and executes the leadership, vision, communication and strategic master plans for the Farmers' Market. Oversees and assists with the development, planning, and implementation of the Farmers' Market which includes daily operations and facility management; vendor recruitment; relations and leasing; annual budget; training and supervising staff; food safety and agricultural rules and regulations; farm and food inspections.

- 2) Oversees, approves and/or assists with the marketing plan which includes all promotions, advertising, events, entertainment, education programs, sponsorships and community relations. Creates new and innovative opportunities for the public to engage in their community.
- 3) Implements all of the creative social media efforts, digital marketing needs and email communication to assist with public education and facility promotion.

C. Farmer's Market Manager (Part Time Position)

- 1) Oversees and is responsible for the daily on-site management and operations of the Farmers' Market. Supervisors vendors; maintains Farmers' Market equipment per City policies and procedures; enforces the rules and regulations; assists with marketing, events and entertainment each market day; aids in vendor recruitment, maintains a positive and professional relationship with all vendors and community stakeholders; and may conduct site inspections.
- 2) Oversees the implementation, regulation and administration of the Double Up Food Bucks Program.

D. Farmers' Market Attendant (Temporary Position)

- 1) Assists with the daily on-site management and operations of the Farmers' Markets; aids in enforcing the rules and regulations; helps with marketing, events, and entertainment each market day; maintains a positive and professional relationship with all vendors and customers.
- 2) Aids in the implementation, regulation and administration of the Double Up Food Bucks Program.

E. Farmers' Market Vendor

- 1) A local farmer and/or producer who is accepted into the Farmers' Market is their to sell their products to the local community; ensures compliance of all rules and regulations; maintains a positive and professional relationship with city staff, other vendors and shoppers; aids in the marketing of their products at the Farmers' Market.

Note: References in these Rules and Regulations to any City staff member, such as the City Manager, the Director of Parks & Recreation Services, the Recreation Supervisor or the Farmer's Market Manager, shall also include such staff member's designee.

Exhibit A | Homegrown Planner

A. Homegrown Planner:

The City recognizes that the amount and diversity of products will be restricted in addition to less time commitment from vendors if the Farmers' Market is limited to only Homegrown products. While supplementation with non-homegrown products will be permitted, preference will be given to Farm Vendors based on the amount of Homegrown products. In addition, preference will be given to Farm Vendors who supplement their Homegrown products with Local Purchased products versus Farm Vendors who supplement their Homegrown products with products purchased from Regional and Warehouse sources respectively.

- (1) During a select period of time set forth on the Homegrown Planner certain products must be Homegrown products only; and Local, Regional and Warehouse products will not be permitted.
- (2) All Farm Vendors must grow/raise at least 60 percent of the products they sell June 15 – September 15 unless stated on the Homegrown Planner
- (3) In April, May, first half of June, last half of September, October and November, all Farm Vendors will be required to grow/raise at least 50 percent of the products they sell on each Farmers' Market day.
- (4) A reasonable percentage of Homegrown products must be at the forefront and displayed for the public.
- (5) During the period of June 15-Sept. 15, no regional or warehouse produce will be permitted.
- (6) City staff will take into consideration the weather and other factors to determine if the time period selected for the Homegrown Planner. If Homegrown only is insufficient and the restrictions needs to be modified to allow Local, Regional and/or Warehouse products advance notice will be given in writing stating that Local, Regional and/or Warehouse products will be permitted.
- (7) Any product being sold or offered on City property, including but not limited to, pre-orders, products for display, or exchanges on City property, must adhere to the Rules or Regulations at all times. Any violation may result in disciplinary action.
- (8) Please refer to the Homegrown Planner for specific items and time frames.

Note: Refer to Homegrown Planner graph in application for specifics

Exhibit B | Farm Vendor Definitions

A. Farm Vendor Definitions

- (1) “USDA-Certified Organic” – Products grown by a USDA-Certified Organic farm.

Note: Farm Vendors who are not USDA-Certified Organic may not use the term “organic” on any signs or verbally when talking to customers to describe their products and/or practices. Vendors may use alternative marketing phrases such as “No Sprays,” “All Natural” or “Pesticide Free.”

- (2) “Homegrown” – Product is planted, grown and harvested by the Farm Vendor and/or staff on the Farm Vendor’s (owned or leased) property.

For the purposes of these Rules and Regulations, “Homegrown” may also apply to animal products (for example, beef, pork, lamb, poultry and eggs) when the animals are raised, cared-for and monitored on a daily basis by the Farm Vendor or staff on the Farm Vendor’s (owned or leased) property.

Note: A Farm Vendor may be considered 100% Homegrown if everything the vendor sells is “Homegrown” except for one or two products that are supplemented, as long as such products are an added-value product to the Farmers’ Market. City staff will review each Product List and determine on an individual basis if the Farm Vendor will receive the 100% Homegrown classification. Examples of added-value products include, but are not limited to, products to help with preparing food, cooking foods, or products that enhance the overall Farmer’s Market experience.

- (3) “Locally Purchased” – Products purchased by the Farm Vendor directly from a known farmer who has planted, grown and harvested the products within a 150-mile radius of the Farmers’ Market. . When applying to animal products, the animals must be raised, cared-for and monitored on a daily basis within a 150-mile radius of the Farmers’ Market.

- (4) “Regionally Purchased” – Products purchased by the Farm Vendor directly from a known Farm Vendor who has planted, grown and harvested the products or an auction house outside a 150-mile radius of the Farmers’ Market. When applying to animal products, the animals must be raised, cared-for and monitored on a daily basis within a 150-mile radius of the Farmers’ Market.

- (a) The City, State and Farm product(s) are purchased from must identified on the signage.

Note: If the product comes from outside the USA, but directly from a farm it must be labeled as “International” with the country and Farm product(s) identified. These products are subject to meeting all importing regulations.