

2021 Lenexa Farmers' Market

Rules and Regulations

A. Introduction

The Lenexa Farmers' Market (the "Farmers' Market") is located at 17201 W. 87th St. Pkwy, Lenexa, KS 66219. The Farmers' Market is managed by the City of Lenexa Parks and Recreation Department. The Recreation Supervisor and the Farmers' Market Attendant ("Market Staff") oversee the daily operations of the Farmers' Market and enforcement of the Rules and Regulations. Market Staff can be reached at:

Lenexa Parks and Recreation
17201 W. 87th St. Pkwy.
Lenexa, KS 66219
Phone: 913-477-7100 Fax: 913-477-7500
Website: <https://www.lenexa.com/farmersmarket>

All vendors participating in the Farmers' Market must comply with the requirements and standards set forth in these Rules and Regulations, as well as any lawful instructions and/or directions given by Market Staff, Lenexa Parks and Recreation Staff, or other City of Lenexa Personnel (the "Rules"). Failure to comply with the Rules may result in enforcement actions as set forth below. Farmers' Market vendors acknowledge that they have read and will comply with these Rules. Vendors should contact Market Staff regarding any questions or the application of these Rules.

B. Farmers' Market Mission and Philosophy

Mission: To bring the community together with farmers and producers in a family friendly space to explore healthy options and support the local economy.

Philosophy:

1. Provide the opportunity for patrons to purchase a variety of fresh, high quality, local produce, meat and products grown or produced within 250 miles of the Lenexa Farmers' Market or in the state of Kansas.
2. Create a strong group of Farmers' Market vendors that are able to work together to continue to build their business and become even stronger by participating in the Farmers' Market.
3. To educate the community to improve overall wellness in connection to the Farmers' Market to include nutrition, cooking and fitness.

C. Farmers' Market Hours

The Farmers' Market is open on the following days and times:

1. Saturdays: April 24-October 30 from 8:00 a.m. – 12:00 p.m. (28 weeks)
2. Tuesdays: June 1 – August 31 from 9:00 a.m. – 1:00 p.m. (13 weeks)
3. Holiday markets: November 20 and December 18
4. Winter markets: January 29, 2022, February 22, 2022, March 26, 2022

The City reserves the right, in its sole discretion, to reduce or extend Farmers' Market hours, add or cancel Farmers' Market days, or end the Farmers' Market, at any time.

D. Vendor Interest Form

1. Farmers' Market Interest Form

Vendors interested in participating must first complete a "Farmers' Market Interest Form" online at <https://www.lenexa.com/farmersmarket>. Submitted Farmers' Market Interest Forms are reviewed by a three-person panel of Lenexa Parks and Recreation Staff (the "Selection Panel") to determine whether or not each interested vendor should be asked to submit a Farmers' Market application. In making its determination, the Selection Panel considers various factors, including, but not limited to, the following:

- a. Vendor's compatibility with the Market Mission and Philosophy;
- b. Vendor's ability to comply with the Rules, including the selection criteria and market standards identified therein;
- c. Diversity and quality of current Vendors' products at the Farmers' Market; and
- d. Vendor's previous commitment, attendance, and conduct at the Farmers' Market or other City festivals, events or programs.

The City of Lenexa is committed to creating a diverse marketplace with the highest quality, locally produced products available to ensure the success of the Lenexa Farmers' Market. As such, the City reserves the right, in its sole discretion, to deny any vendor for any reason. The Selection Panel's determination is final. Submission of a Farmers' Market Interest Form or an invitation to submit a Farmers' Market Application does not guarantee participation in the Farmers' Market.

E. Farmers' Market Application, Review and Selection, and Fees

1. Application Required

All new vendors and returning vendors in good standing at the end of the previous season are required to submit an application annually. The City uses Manage My Market, an online third party vendor, to manage the application process and weekly booth assignments. Vendors are

expected to complete the application and upload documents online. If you are unable to complete an application online, please contact Market Staff for assistance at 913-477-7100. Vendors may access Manage My Market by visiting www.lenexa.com. There is a \$15 charge to submit an application. **DO NOT SUBMIT AN APPLICATION PRIOR TO SUBMITTING THE FARMERS' MARKET INTEREST FORM.** Submitting an application does not guarantee participation in the Farmers' Market. Contact Market Staff for all questions regarding the application process.

2. Application Deadline

The Selection Panel will review all applications that are completed and submitted by January 31, 2021 and each vendor will be notified by phone or e-mail of its approval, wait-listing, or denial by February 4, 2021. The City is under no obligation to review any application submitted after April 1, 2021; however, the Selection Panel may determine, in its sole discretion, to process any such late-submitted application and will notify the vendor whether its application has been approved, wait-listed, or denied in accordance with these Rules.

3. Required Application Paperwork

The following documents must be completed and valid and must be submitted online to Manage My Market (link to online portal):

- a. 2021 Online Application and Product List;
- b. Kansas Retail Sales Tax Certificate (new vendors only)
 - i. Non-Kansas vendors are required to have a Kansas Tax ID;
 - ii. Kansas Retail Sales Tax Certificate must be displayed in the vendor's Stall during the Farmers' Market;
 - iii. Vendors only selling at the Farmers' Market are allowed to complete the Retailers' Sales Tax Registration Event Certificate.
- c. Vehicle Insurance Declaration Page (for all vehicles used for Farmers' Market):
 - i. City of Lenexa named as an additional insured (see below for additional information regarding insurance requirements);
- d. Business/Farm/General Liability Insurance Declaration Page for all products and all land (owned or leased):
 - i. City of Lenexa named as an additional insured (see below for additional information regarding insurance requirements);
- e. Lease Agreement (if applicable):
 - i. Landlord contact information required for verification
 - ii. Lease must adequately describe leased property and, if appropriate, include a diagram/drawing of the leased property; and

- iii. Notarization of lease is preferred;
- f. USDA Organic Certification (if applicable);
- g. KDA Live Plant Dealer License (if applicable);
- h. KDA Meat Wholesaler/Distributor License (if applicable);
- i. KDA Dairy Processing Plant License (if applicable);
- j. KDA Food Processing Plant License (if applicable);
- k. KDA Licensed Mobile Unit Permit (if applicable);
- l. Commercial Kitchen License (if applicable):
 - i. City may require a vendor's Health Inspection Report at any time;
- m. Mushroom Expert Certification for wild mushrooms (if applicable);
- n. Better Processing Control School Certificate (if applicable);
- o. Kansas Alcoholic Beverage Control Farmer's Market Sales Permit or other permit or license necessary to sell, serve, and/or sample alcoholic liquor (if applicable); and
- p. Lenexa Vendor Code;

4. Insurance

Vendors must secure and maintain throughout the duration of the Farmers' Market insurance of such types and minimum amounts as set forth below. All general and automotive liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City. **The City shall be named as an additional insured on all applicable policies.**

Vendors shall provide the City with a certificate of insurance confirming the below amounts on the **standard Acord insurance certificate form** and file the certificate with the City prior to commencement of vendor's participation in the Farmers' Market. It is the vendor's responsibility to ensure that the City has a current copy of the vendor's certificates of insurance on file at all times. City shall be provided 10 days advance notice, in writing, of any termination or change in coverage.

- a. Each vendor agrees to 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 Farmers' Market and all applicable land (owned or leased).

- b. Each vendor also agrees to 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 Farmers' Market

5. Product Examples or Samples.

All vendors must submit examples or samples of products as part of the application process. Food and drink samples will be tasted and other products may be reviewed and returned. Produce vendors do not need to provide samples.

6. Obligation to Supplement and/or Revise Application

After submitting your application, vendors are required to timely supplement or revise any application information or paperwork submitted as necessary to ensure a complete and current application. Failure to supplement or revise your application may impact the vendor's ability to participate in the Farmers' Market. This obligation continues for the duration of the vendor's participation in the Farmers' Market.

7. Incomplete Application

Incomplete applications will not be accepted or reviewed. Market Staff may notify a vendor by e-mail or phone if such vendor's application is incomplete.

8. Application Review and Vendor Approval

The Selection Panel will review each completed application (including all required application paperwork) to determine, in its sole discretion, whether the vendor should be approved, waitlisted, or denied. In making its determination, the Selection Panel considers various factors, including, but not limited to, the following:

- a. Vendor's compatibility with the Market Mission and Philosophy;
- b. Vendor's ability to comply with the Rules, including the selection criteria and market standards identified therein;
- c. Diversity and quality of current Vendors' products at the Farmers' Market; and
- d. Vendor's previous commitment, attendance, and conduct at the Farmers' Market or other City festivals, events or programs.

The Selection Panel may contact a vendor by phone or e-mail if it has questions or needs further clarification regarding a vendor's application. In addition, the Selection Panel may request to meet with a vendor in person, if it deems necessary. The Selection Panel's determination is final. Market Staff will notify vendors by e-mail or phone of approval, waitlist, or denial.

Submission of a Farmers' Market Application does not guarantee participation in the Farmers' Market. The City of Lenexa is committed to creating a diverse marketplace with the highest quality, locally produced products available to ensure the success of the Lenexa Farmers' Market. As such, the City reserves the right, in its sole discretion, to approve, waitlist, or deny any vendor for any reason. Furthermore, the City is under no obligation to approve, waitlist, or deny any vendor.

9. Exclusivity of Product

The City does not guarantee exclusivity of any product. Notwithstanding, the City reserves the right to restrict the number of vendors approved to sell a certain product at the Farmers' Market.

10. Waitlist

In the best interest of the Farmers' Market as a whole, the Selection Panel, in its sole discretion, may decide it is necessary to place a vendor on the waitlist. Placement on the waitlist does not guarantee participation in the Farmers' Market. In the event that space becomes available during the Farmers' Market Season, the Selection Panel, in its sole discretion, will review the waitlisted vendors' applications consistent with the Application Review and Vendor Approval guidelines identified above. The Selection Panel's decision is final. Market Staff will notify the waitlisted vendor approved to participate in the Farmers' Market of the date(s) available. If the approved vendor is not available to participate on the available date(s), the Selection Panel, in its sole discretion, may choose to approve another vendor. The City is under no obligation to approve any vendor on the waitlist. Vendors placed on the waitlist will remain on the waitlist for the duration of the 2021 Farmers' Market season unless and until approved by the Selection Panel in accordance with these Rules.

11. Probation Period

a. New Vendors

All new vendors will be put on a probation period for their first six (6) attended Market Days. During this probation period, the new vendor will be evaluated on its ability to comply with the Rules and its compatibility with the Farmers' Market Mission and Philosophy. Any violation of these rules during the probation period will be addressed as provided in the "Enforcement of these Rules" section below. In the event a new vendor

violates these rules during the probation period, the new vendor may not be allowed to participate in the Farmers' Market for the remainder of the season.

b. Returning Vendors

Subject to the Market Staff's sole discretion, a returning vendor who received a suspension or other disciplinary action during the previous Farmers' Market Season may be placed on a probation period identical to the new vendors probation period described above. In the event the returning vendor violates these Rules during the probation period, the returning vendor may be immediately suspended from the Farmers' Market as provided in the "Enforcement of these Rules" section below.

12. Fees and Payments

a. Market Day Fees

i. Saturday Rates

- A. Farm Vendor – 12' x 22' covered Garage Stall \$22 per day;
- B. Farm Vendor – 10' x 10' Stall (not covered, provide your own tent) \$15 per day; and
- C. Food Truck, Prepared Food Vendors and Specialty Vendors Stall \$35 per day.

ii. Tuesday Rates

- A. Farm Vendor 12' x 22' covered Garage Stall \$15 per day;
- B. Farm Vendor 10' x 10' Stall (not covered, provide your own tent) \$10 per day; and
- C. Food Truck, Prepared Food Vendors and Specialty Vendors Stall \$35 per day. Size dependent upon space availability of market day.

b. Electricity Fees

- i. Vendors may request access to electricity for an additional fee of \$5 per market day. Availability of electricity is limited and not all vendors will be able to access or use electricity at the Farmers' Market. 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.
- ii. Electricity fees will be due no later than the first Market Day of the month that they are using electricity.

c. Payments

- i. It is preferred vendors pay by credit card through the vendors Manage My Market account. All vendors will have a Manage My Market account and all paperwork must be submitted and complete before vendors may pay and participate in the Farmers' Market. If a Vendor desires to pay by

check or cash, the vendor will have to notify the Market Manager at least 24 hours prior to making the payment. Payments by check or cash will be made at the Lenexa Rec Center, Parks and Recreation Desk, 17201 W. 87th St. Pkwy, Lenexa, KS 66219. The office is available to take payment in person, Monday through Friday 8 a.m. to 6 p.m.

- ii. Vendors that are on the schedule will need to pay for all of their scheduled dates in advance on a monthly basis prior to the month they will be attending.
- iii. Vendors are able to make payment for the full season if they would prefer.
- iv. Vendors will indicate their expected market dates during their application time. After April 15, any change in expected market dates will be considered a cancellation. Vendors that attend all market days during the Farmers' Market season will pay no market fees to attend the holiday market(s).

d. Late Fees

- i. Vendors shall make payment at least 48 hours prior to the Farmers' Market day they are attending. 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 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 will be notified in advance of any change to the late fee amount in writing.

e. Refunds

- i. No refunds will be given for any reason. City staff reserves the right to waive certain fees in extreme situations such as bankruptcy or complete crop failure.

F. Assignment of Farmers' Market Stalls

1. The assignment of Farmers' Market Stalls to vendors will be made by the Selection Panel in accordance with the Stall Assignment Priority set forth in Section G, subsection 3 of the Rules; provided, however, Market Staff shall have authority, in their sole discretion, to make adjustments to stall assignments on a market day if such adjustment would be in the best interest of the Farmers' Market as a whole (e.g. consolidating vendors into one area of the market to avoid gaps between vendors).
2. Vendors may request a specific location, specific Stall size, dates, or access to electricity in the Farmers' Market. Market Staff may consider all reasonable requests, but are under no obligation to approve any such requests. Vendors may make this request, in addition to any other special Stall requests, through Manage My Market. If a vendor is unable to access Manage My Market to make such requests, please contact Market Staff for assistance at 913-477-7100.

3. To the extent practicable, Market Staff will grant a returning vendor's request for the same Stall location, size, requested dates and electricity if the vendor was in good standing at the end of the previous season; provided however, Market Staff is under no obligation to grant any such request.
4. Only Market Staff may make changes to Stall assignments. Vendors shall not share, trade, assign or otherwise transfer Stall assignments or move into an open Stall if one is available on the day of the Farmers' Market.
5. Subject to the prior approval of Market Staff, a vendor may request to share its Stall with a legitimate business partner so long as both businesses have completed the application process, been approved by the Selection Panel, and abide by these Rules.
6. Prepared Food Vendors will be placed outside the Farmers' Market covering unless otherwise assigned, and may be invited under the covering on a day-to-day basis if availability allows and vendor is in compliance with the City's fire code.
7. Assignments are limited to a maximum of two (2) Stalls per Farm Vendor and one (1) Stall per Prepared Food or Specialty Vendor. Exceptions may be made on a daily basis only, when space is available and when approved by city staff. In the event an empty Stall is located between two vendors, the empty Stall may be evenly shared by the two vendors with prior approval of Market Staff.
8. The market day of the Lenexa Art Fair, May 08, 2021, there will not be any farmers market food trucks. Farm Vendors will receive priority spaces under the parking garage and there will be no 10x10 booths available on that date (second Saturday in May).

G. Selection Priority, Vendor Types and Market Standards

1. Selection Priority for Farmers' Market Vendors (excluding Food Truck Vendors, see below)

Selection will be based upon a variety of market-related factors including but not limited to compatibility with the Farmers' Market Mission and Philosophy, overall vendor diversity within the market quality of vendor's products, variety of vendor's offered products, vendor's compliance with health regulations, vendor's compliance with the Rules, the vendor's past attendance at the Farmers' Market.

2. Food Truck Vendors Selection Priority

Food Truck Vendors will be selected dependent on the availability of space at the Farmers' Market and whether or not the Food Truck Vendor will directly compete with any current vendor serving prepared foods in the Farmers Market or the Lenexa Public Market. A Food Truck Vendor with a similar food concept to any Lenexa Public Market Vendor may be permitted

to participate in the Farmers' Market on a rotating basis as determined by the Market Staff in their sole reasonable discretion. For example, if there is a current vendor in the Lenexa Public Market that primarily serves pizza, a Food Truck Vendor who also sells pizza would not be able to participate in the Farmers' Market on a weekly basis, but may participate on a monthly basis or as otherwise determined by the market staff.

3. Stall Assignment Priority

Stall assignment priority for Farm Vendors, Prepared Food Vendors and Food Truck Vendors shall be based upon a variety of factors, including, but not limited to, the following:

- a. Attendance of both market days during the season;
- b. The total number of Tuesday markets attended;
- c. The total number of Saturday markets attended; and
- d. The total number of years a vendor has been participating in the Farmers' Market.

4. Farm Vendors

- a. A Farm Vendor is a vendor who meets the definition of a Homegrown Vendor, Homegrown Vendor with Locally Purchased Products or Homegrown Vendor with added Products Regionally Purchased, as further described below:
 - i. Homegrown Vendors:
 - A. A Farm Vendor whose Products are all planted, grown and harvested by the Farm Vendor and/or staff on the Farm Vendor's (owned or leased) property.
 1. 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.
 - B. Homegrown Vendor must be within a radius of 250-miles of the Lenexa Farmers' Market or within the state of Kansas.
 - ii. Homegrown Vendor with Locally Purchased Products
 - A. A Farm Vendor who otherwise meets the definition of a Homegrown Vendor, but supplements their Products with no more than 60% of Locally Purchased Products, as defined below. Farm Vendor must retain receipts at all times for proof of purchase of produce being sold at the Farmers' Market.
 - iii. Homegrown Vendor with added Regionally Purchased Products
 - A. A Farm Vendor who otherwise meets the definition of Homegrown Vendor, but supplements their Products with no more than 60% of Locally Purchased Products and/or Regionally

Purchased Products, as defined below. Farm Vendor must retain receipts at all times for proof of purchase of produce being sold at the Farmers' Market.

b. Farm Vendor Products

- i. Farm Vendor products offered for sale include, but are not limited to, the following from Farm Vendor's Property:
 - A. Fresh vegetables
 - B. Fresh fruits
 - C. Fresh flowers and plants
 - D. Honey
 - E. Herbs
 - F. Nuts
 - G. Frozen meat
 - H. Dairy (eggs, cheese, milk)

Note: Farm Vendors must follow "Product guidelines for farmers, food and specialty Vendors" in section below.

- ii. Definition of Locally Purchased Products: Products purchased by the Farm Vendor directly from a known farmer who has planted, grown, produced or harvested the products within a 30-mile radius of the Farm Vendor's property and the neighboring farmer's property is located within a 250 – radius of the Lenexa Farmers' Market or within the state of Kansas.
- iii. Definition of Regionally Purchased Products: Products purchased by the Farm Vendor from a farm within a 250-mile radius of the Lenexa Farmers' Market or within the state of Kansas but more than 30 miles from the Farm Vendor's farm.

c. "Homegrown Only" Periods

- i. There will be periods during the Farmers' Market when certain products may only be sold by Farm Vendor's if such products are 100% planted, grown and harvested by the Farm Vendor and/or staff on the Farm Vendor's (owned or leased) property. The Homegrown Calendar at the end of this document identifies the dates and products subject to this restriction.

d. Farm Vendor's Property

- i. Owned Property
Property that is legally owned by the Farm Vendor, and over which the Vendor has authority and control.
- ii. Leased Property
Property that is not owned but is leased by the Farm Vendor. The leased land must be identified in a written contract between the Farm Vendor and the

property owner, whereby the property owner grants the Farm Vendor with full access, authority and control of the leased land.

e. Farm Vendor Property Inspections

- i. The City reserves the right to visit and inspect the Farm Vendor's property and storage sites listed on the Farm Vendor's application to verify the accuracy of information provided by the Farm Vendor.
- ii. Farm Vendors acknowledge and agree to such inspections and that vendors may or may not receive prior notice of any such farm inspection.
- iii. New vendors may be subject to a farm visit before being accepted into the Farmers' Market.
- iv. Farm Vendors shall notify Market Staff in writing to add any farm, property or storage sites which was not otherwise listed on the Farm Vendor's application. Failure to identify any farm, property or storage site or failure to permit Market Staff to visit and inspect such aforementioned locations shall be a violation of these Rules.
- v. City staff reserves the right, at any time, to audit the Farm Vendor, ask the vendor where or who it purchases its Products from, and/or for the vendor's sales receipts. Product sales 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 (4) Phone number
 - D. Clearly identifies the product
 - E. Amount purchased
 - F. Date purchased

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, Market Staff has the right to prohibit the sale of the product from at the Farmers' Market in addition to taking disciplinary action.

5. Prepared Food Vendors

- a. A Prepared Food Vendor is a vendor who sells products which were produced or otherwise made in a certified commercial kitchen prior to arriving at the Farmers' Market.
- b. Food Vendor Products
All Food Vendor products must be made in a certified commercial kitchen. Food Vendor products may include, but are not limited to, the following:
 - i. Prepared foods
 - ii. Frozen/Canned products (jams, jellies, salsa, etc.)

- iii. Baked goods
- iv. Pasta
- v. Olive oil/ Balsamic vinegar
- vi. Spices, herbs, sea salts
- vii. Candy
- viii. Granola
- ix. Beverages, etc.

Note: Vendors must follow “Product guidelines for Farm Vendors, Prepared Food Vendors and Specialty Vendors” below.

6. Specialty Vendors - Selection and Products

- a. A Specialty Vendor is a vendor who sells products that are homemade or produced directly by the seller and such products are not food-related.
- b. Specialty Vendor Products
 Products Specialty Vendors might sell include, but are not limited to, the following:
 - i. Environmental based products such as rain barrels, decorative planters and containers
 - ii. Artisan (home-made) based products such as hand soaps and body oils

7. Food Truck Vendors

A Food Truck Vendor is a vendor who sells food prepared at the Farmers’ Market for immediate consumption. A Food Truck Vendor does not necessarily have to have a food truck but may include any vendor selling food that is prepared at the Farmers’ Market.

8. Product guidelines for Farm Vendors, Prepared Food Vendors, Specialty Vendors and Food Truck Vendors

- a. Any product being sold or offered on City property by a vendor, including but not limited to, pre-orders, products for display, or exchanges on City property, must adhere to the Rules at all times. Any violation may result in disciplinary action.
- b. Vendors must complete a Product List within Manage My Market at the time of application. It is suggested to list any and all products that the vendor could possibly sell in the season to minimize any need to update list. If an approved vendor wants to modify its Product List, the vendor must make changes on their Manage My Market account. Staff will review all revised Product Lists and notify the vendor if the revision is approved or denied. To the extent appropriate, any significant changes to a previously approved Product List may impact the vendor’s contract, Stall assignment or approved dates.

- c. Farm Vendors and Prepared Food Vendors may add Specialty products to their Product List with city staff approval. City staff reserves the right to review each Specialty product and decide, at city staff's sole discretion, if the Specialty product will complement the Farmers' Market and the Farmers' Market Philosophy. These products cannot be the primary focus and must compliment the Farmers' Market. Certain examples include, but are not limited to, cookbooks, business-related t-shirts, homemade planters and seasonal decorations (if they are natural and not synthetic or silk). All Specialty products must be made by the Farm Vendor and/or tie directly into the Farm Vendor's primary business.
- d. City staff has the right to deny the sale of certain products on the submitted Product List at any point in time.
- e. City staff has the right to have vendors remove any product that is contaminated, recalled by any government agency, of low quality, spoiled or has the appearance of being spoiled. Farm Vendors agree to take immediate steps to remove the product from sale upon notification.
- f. Canned products (jams, jellies, salsa, etc. made from produce grown by applicant or local farmer) canned goods/ prepackaged items must follow the KDA labeling requirements. Additionally, 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.

H. Day of Farmers' Market Operations

1. Food Safety for Kansas Farmers Market Vendors: Regulations and Best Practices

Farm Vendors and Prepared Food Vendors are required to comply with the regulations and best practices contained in "Food Safety for Kansas Farmers Market Vendors: Regulations and Best Practices,"

2. 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. Vendors must provide proof of sales tax number prior to selling at the Farmers' Market unless they are completing the Retailers' Sales Tax Registration Event Certificate. Recreation Supervisor can provide vendor with a sales tax packet

3. Vendor Signage

- a. All signage must directly relate to the Farmers’ Market and vendors business.
- b. Vendor Product Signage Requirements:
 - i. 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 their farm name and the city in which their farm is located.
 - 2. All products for sale must include a sign with the following information:
 - a. Type of product
 - b. Price of product
 - c. City and Origin of product if not Homegrown.
 - d. Whether product is “Homegrown,” “Locally Purchased,” “Regionally Purchased,”
 - 3. Products with an extremely short shelf life must be sold separately and clearly labeled as such. Labels such as “seconds” or “for canning” are acceptable labels.
 - 4. Homegrown Vendors may display a sign at their booth identifying themselves as 100% Homegrown.
 - 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 product.
 - 3. Products with an extremely short shelf life must be sold separately and clearly labeled as such.
- c. Templates, Sign Quality and Other Signs
 - i. The City will have templates available with the required wording for each product being sold, such as “Organic,” “Homegrown,” “Locally Purchased,” or “Regionally Purchased.”
 - ii. If the City template is not used, the Farm Vendor must use signs which are substantially similar to the City templates. In such case, the term “Organic,” “Homegrown,” “Local,” “Regional,” or “Warehouse” must be the prominent word at the top of vendor’s Product Signage.
 - iii. If Market Staff reasonably determines a Product sign contains too much wording or if other vendor marketing signs clutter or distract from the Product signage, the vendor may be asked to modify the Product sign or remove the other marketing signs.

- iv. All signs must be clearly written and displayed neatly. Market Staff will provide signs (Homegrown, Locally or Regionally) that can be written on with a marker.
- v. 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.”
- vi. **USDA-Certified Organic**
 Only products grown by a USDA-Certified Organic farm can have signs saying that they are “Organic”. 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.”

4. Set-Up

- a. Vendors must arrive at the Farmers’ Market no later than half an 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.
- b. **No-Show Policy:**
 - i. Vendors must notify the Market Staff if the vendor will not be attending the Farmers’ Market that they are signed up to attend.
 - ii. Notification must be provided no later than 48 hours before the Farmers’ Market begins.
 - iii. In the event of unforeseen circumstances on the Farmers’ Market day, vendors must notify the Market Staff as soon as possible.
 - iv. The Market Staff may rent the unused Stall for the day.
 - v. Failure to provide prior notice to Market Staff that vendor will not be attending the Farmers’ Market may result in forfeiture of the vendor’s Stall for the remainder of the season without refund.
- c. **Late Arrivals:**
 - i. Timely arrival ensures optimal customer and vendor safety and excellent customer service.
 - ii. Vendors shall notify Market Staff at least 30 minutes prior to when the Farmers’ Market opens if the vendor will be late.

- iii. If a vendor arrives late and fails to notify the Market Staff in advance on three separate occasions, the vendor will forfeit the vendor's Stall for the season without refund.
- iv. If the vendor does not arrive half an hour before the Farmers' Market opens and has not notified the Market Staff, the vendor automatically forfeits their Stall for that day without refund, and city staff may reassign the Stall.
- v. If the Stall is still available at the time the vendor Arrives, Market Staff, in their sole discretion, may allow the vendor to set up.

5. Tear-Down and Clean-Up

- a. To ensure the Farmers' Market continuity and optimal public safety, vendors may not break down their Stalls until noon on Saturdays and 1 p.m. on Tuesdays.
- b. If a vendor has an emergency or special circumstance and needs to leave before noon, the vendor must get prior approval from the Market Staff.
- c. Vendors are responsible for ensuring that their designated Stall is completely free of debris and trash. Vendors will provide their own trash bags and brooms to clean up their Farmers' Market area.
- d. Vendor may use the trash and recycling dumpsters as long as the trash is generated from the Market and boxes are broken down.
 - i. The recycling dumpsters may only be used for clean cardboard products.
 - ii. All cardboard must be taken away or must be broken down and placed in the recycling bin.
 - iii. No wooden crates may be placed in any dumpster.
 - iv. No trash or recyclables, including boxes, may be placed beside the bins. If the bins are full, vendors must take the trash and recyclables when leaving the Farmers' Market that day.
 - v. The rights to use these dumpsters may be revoked at any time. The city will receive a \$500 fine for misuse of recycling dumpster and may pass this cost along to vendor responsible.
- e. All vendor products, valuables, tables, chairs, equipment, signage, decoration, displays, and trash must be removed by 12:30 p.m. on Saturdays and 1:30 p.m. on Tuesdays.
- f. Vendor must keep the planters within their stall space and return them to the same location at the end of the market.

6. Use of Assigned Stall

- a. Vendors must maintain their products within the assigned physical Stall.

- b. The first floor of the parking garage will be closed to the general public and reserved for vendor vehicles parking only.
- c. Vendors shall not make sales outside of their Farmers' Market stall.
- d. 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.
- e. 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.
- f. Vendors may hang signs from the Farmers' Market above their assigned stalls. Signs must not damage the structure (i.e. PVC, metal chain wrapped in plastic). Vendors shall be liable for any and all damage to the structure caused by any sign. These signs are subject to city staff approval.
- g. Vendors may not hang items from the rods or any metal fixture inside the Farmers' Market covering. Neither tape nor any form of adhesive is allowed on any part of the covering.
- h. Costs to repair damage of any kind to the Farmers' Market covering, pavement, curbing, landscaping or surrounding property will be assessed to the vendor causing the damage.
- i. Each Stall located within the Parking Garage has two planters evenly spaced in front of the Stall when you arrive. Vendor is responsible for incorporating the planter into the Farmers' Market Stall. The planters are on rollers and can be moved easily. They must be returned to the same location when vendor leaves.

7. Parking

- a. Vendors who have a garage spot may leave a vehicle parked in their stall during the Farmers' Market times. Vehicles parked in a Vendor's stall during the Farmers' Market shall not remain idling or otherwise running while the market is open. Depending on the number of vendors that do not have a garage stall there may be an additional space on the first floor available to the vendor.
- b. Vendors that have a 10'x10' Stall will unload on the east end of the first-floor garage. One parking space will be available for each vending stall on the first floor.
- c. If space permits more vendor staff may be allowed to park on the first floor.

- d. In order for vendors with trailers and/or larger vehicles to safely maneuver into their garage stall, vendors shall not park in any parking space directly across from the garage vendor stalls until after all vendors have arrived or as permitted by the Recreation Supervisor or the Farmers' Market Attendant.
- e. There is no overnight parking allowed.

8. Public Health Laws and Regulations

- a. Vendors will abide by all 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.
 - i. It is up to the vendor to understand all the County, State and/or Federal Public Health Regulations.
 - ii. Vendor shall display any required permit or license that authorizes sampling of products at their Stall.

9. Alcohol Laws and Regulations

- a. Vendors that are licensed to sell alcohol at the Farmers' Market shall comply with all City, County, State and/or Federal laws and regulations
 - i. It is up to the vendor to understand and comply with all the City, County, State and/or Federal laws and regulations.
 - ii. Vendor shall display any required permit or license that authorizes any sampling at their Stall.

I. VENDOR SAFETY, BEHAVIOR AND CONDUCT

- 1. 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.
- 2. Vendors are responsible for educating their staff about these Rules & Regulations.
- 3. No "hawking" or yelling out of product items or prices to customers is permitted.
- 4. The playing of loud music in vendor Stalls will not be permitted.
- 5. The City does not allow smoking or chewing of tobacco products by Farmers' Market vendors.
- 6. No vendors are allowed to have a pet at the Farmers' Market with the exception of service animals with the proper identification.

7. 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. Market Staff, in their sole discretion, will determine if a violation has occurred.
8. Vendors are expected to manage their own Stall and staff. Vendors are responsible for the actions of their staff.
9. 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.
10. 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.
11. No vendor will harass, threaten or intimidate another vendor, another vendor's staff, City staff or any customer.
12. 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.
13. Vendors are not allowed to enter into any price-fixing.
14. False Packing is prohibited. "False Packing" is the topping or facing the visible sides of containers with the best products exposed and poor products concealed underneath.
15. 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.
16. 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.
17. 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.

18. 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.
19. No propane, gas or kerosene is allowed under the Farmers' Market covering.
20. Tent weighting
 - a. Shade Structures if used should be secured to the ground with a heavy object.
 - b. Blocks, weights or other heavy objects must have a carpet square underneath to protect the concrete. Carpet squares may be checked out at the information booth and must be returned if you will not be at the Farmers' Market in the following week. Stakes are not allowed to be used at any time.
21. Vendors shall not permit water or fluids to seep or leak from their stands into the aisles, other vendor's stalls or common areas. Vendor will clean up any spills and leaks from their booth if they happen.
22. All generators at the Farmers' Market must remain entirely within the designated vendor stall. Exhaust or noise emissions from a generator shall not unreasonably or unusually annoy, offend, or disturb the peace, enjoyment, or safety of other vendors and patrons of the Lenexa Farmers Market as determined in the sole discretion of Market Staff, Lenexa Parks and Recreation Staff, or other City of Lenexa Personnel. A vendor may be asked to turn off a generator determined to be in violation of these Rules and the vendor may not be permitted to return to the Farmers' Market until the generator is replaced or otherwise considered to be in compliance with these Rules.

J. SNAP, SR. NUTRITION PROGRAM AND DOUBLE UP FOOD BUCKS PROGRAM

1. Supplemental Nutrition Assistance Program (SNAP) and Double Up Food Bucks (DUFB)

All eligible vendors (vendors selling hot, prepared foods cannot take SNAP and only vendors who sell local fruits and vegetables can participate in DUFB) are required to participate in the DUFB Program if the market is approved for the program. Vendor participation in the Kansas Senior Farmers Market Nutrition Program (SFMNP) Vouchers program is optional.

2. State-issued Electronic Benefit Transfer (EBT)

- a. 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.
- b. Participants of the EBT/SNAP program may have their EBT card swiped at the Market Info Booth to receive tokens that must be accepted at all participating vendor Stalls. EBT/SNAP participants may receive a one dollar (\$1.00) red token for every dollar exchanged from their EBT card.
- c. 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 day 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 day that is exchanged at the Market Information Booth from an EBT card, the EBT/SNAP participant may receive an additional one dollar (\$1.00) green token. Green 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).”
- d. As a condition of participating in the Farmers’ Market, vendors agree to accept the red and green tokens from shoppers at a value of one dollar (\$1.00) for each red or green token, subject to the following guidelines:
 - i. Tokens cannot be exchanged for currency.
 - ii. Vendor cannot charge sales tax.
 - iii. Tokens can be used on any market day, and not just the day they are received.
 - iv. Subject to the previous guideline, 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 accept green tokens for fruits and vegetables only.
 - v. Products the vendor may not sell for the red tokens include: soaps, body oils, foods prepared on-site.

Note: EBT & 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 EBT program.

3. Debit

- a. The Farmers' Market accepts debit cards at the Markets' Information Booth. Shoppers' debit card exchanges must be made in one-dollar (\$1.00) increments. The shopper may receive a one dollar (\$1.00) blue token for every one dollar (\$1.00) exchanged from their debit card.
- b. As a condition of participating in the Farmers' Market, vendors agree to accept the blue tokens from shoppers at a value of one dollars (\$1.00) for each blue token, subject to the following guidelines:
 - i. Tokens cannot be exchanged for currency.
 - ii. Vendors must charge sales tax.
 - iii. Tokens can be used on any market day, and not just the day they are received.

Note: Debit transactions are subject to availability of tokens. There may be times when tokens are unavailable.

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

- a. Red tokens are equivalent to one dollar (\$1.00) each.
- b. Green tokens are equivalent to one dollar (\$1.00) each.
- c. Blue tokens are equivalent to one dollars (\$1.00) each.
- d. Vendors may turn in the vendor's accumulated tokens at the Market Information Booth on any Market day. The tokens will be counted with staff, written down and placed in a sealed bag. Vendor can take a photo of the sheet for their records.
- e. Market staff will recount the tokens a second time while in the office.
- f. 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).
 - i. 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.)
 - ii. All tokens must be turned into the City no later than the last Market Day. Any tokens not redeemed at the end of the last Market Day will not be accepted for payment.

5. Senior Farmers Market Nutritional Program (SFMNP) - Kansas Senior Vouchers

- a. 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.)

- b. 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 five dollars (\$5.00) at participating vendor booths. All Senior Vouchers must be redeemed with the State of Kansas. The Lenexa Farmers' Market will not redeem Senior Vouchers. (See www.kdheks.gov/sfmnp/ for further information regarding vendor applications and participation with SFMNP.)
- c. A shopper with Senior Vouchers can receive a Double Up Food Bucks match if they have their Senior Vouchers stamped at the Market Information Booth. 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 Market Information Booth. These coupons may purchase any item eligible for purchase with the SFMNP vouchers.
- d. Vendors participating in the Double Up Food Bucks KC agree to accept the red and green tokens from shoppers at a value of one dollar (\$1.00) for each red or green token and Senior Vouchers valued at five dollars (\$5.00) per voucher and one dollar (\$1.00) in matching coupons, subject to the following guidelines:
 - i. Vendor must apply and sign this Vendor Participation Agreement in order to participate in the Double Up Food Bucks KC Program.
 - ii. Tokens and Senior Vouchers cannot be exchanged for currency.
 - iii. Vendor cannot charge sales tax.
 - iv. Tokens and Senior Vouchers can be used on any market day, and not just the day they are received.
 - v. Subject to the previous guidelines, 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. Vendor may accept green tokens for fruits and vegetables only. Products the vendor may sell for the Senior Coupons include: fruits, vegetables, and honey.
 - vi. 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.

K. RELEASES

1. Web release & Photographs

The City's website at www.lenexa.com 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 location will be available to the public on the website. This information must be provided by the vendor and the vendor has the responsibility to update and notify the City of any change of the above mentioned information.

2. Waiver and Release

Vendors understand and agree that the City of Lenexa, Kansas, is not and shall not be responsible for or liable for any illness or injury to person or damage to property that the vendor may suffer as a result of participation in the Lenexa Farmers' Market. Vendors hereby forever release and hold harmless the City of Lenexa, Kansas, its employees, agents and representatives from any and all claims of any kind that the vendors, or their respective heirs, executors, administrators or assigns, may have or claim to have resulting from participation in the Lenexa Farmers' Market. Vendors expressly agree to accept and assume all such risks existing in this activity, including risks of injury.

3. Photographs and Video Release:

Photographs and Videos may be taken at the Farmers' Market. In consideration of vendors' participation in the Farmers' Market, vendors authorize City to take photographs and/or video of vendors and/or their products and to use, at its discretion, any photographs and/or video taken and vendors waive any and all claims vendor may have resulting from any such photographs and/or video or other reproduction.

L. ENFORCEMENT OF THESE RULES AND COMPLAINTS

1. The purpose of these enforcement actions is to correct actions or behaviors that are not in compliance with these Rules and to encourage future compliance. It is the City's desire and expectation that all vendors will adhere to these Rules and that such enforcement actions will not be necessary.
2. In order to provide a functional system for handling violations of these Rules, the City has developed discretionary guidelines for applying enforcement action. These discretionary guidelines do not create any property right or interest. The disciplinary guidelines include all of the following disciplinary actions which are not exclusive and are not required to be implemented in a progressive manner:
 - a. Oral or written warnings;
 - b. Suspensions;
 - c. Seasonal or permanent expulsion from the Farmers' Market; or

- d. Criminal Sanctions or any other remedy available under local, state or federal laws.

The appropriate disciplinary action for any conduct in violation of these Rules or other applicable rules will be determined in the sole discretion of Market Staff. These disciplinary actions may be applied cumulatively. Market Staff or other City personnel have the right to contact the Lenexa Police Department as it deems necessary.

- 3. In the event a complaint (from a customer, vendor, or otherwise) is reported to Market Staff or other City staff, or Market Staff or other City staff personally observes a violation of these Rules, Market Staff will document the incident and any associated findings in writing and notify the vendor of the complaint, the findings and any disciplinary action to be taken (if any). Violations will be documented for the City's file, and a copy given to the vendor. In addition, the Market Staff reserves the right to take any appropriate disciplinary action for any other reason the Market Staff reasonably determines. Notices may be given verbally in person or by phone, or by written noticed delivered in person, by mail or electronic mail ("e-mail").
- 4. A vendor may appeal a suspension or expulsion by the Market Staff (or their designee) to the City's Parks and Recreation Director ("Director"). The appeal must be written and submitted to the Director within five business days of the enforcement action and must include any and all explanation and supporting documentation the vendor wants the Director to appeal. Upon timely receipt of the appeal, the Director or designee shall have five (5) business days to review the appeal and issue a decision to (i) uphold the suspension or expulsion or (ii) upon a showing of good cause, the Director may modify or lift the suspension or expulsion. In making its determination, the Director may contact the vendor and/or consult with Market Staff and other City Personnel to obtain additional information or clarification, but is not required to do so. The Director's decision will be provided to the vendor in writing by placing it in the U.S. Mail and/or hand-delivery. The Director's decision shall be considered final. During the appeal process as provided above, the suspension or expulsion shall remain in place unless or until it is modified or otherwise lifted.
- 5. Complaints between a vendor and the Market Staff may be brought to the attention of the Parks and Recreation Director. The vendor must submit a written complaint. The Director may contact the vendor and/or consult with Market Staff and other City Personnel to obtain additional information or clarification, but is not required to do so. Any decision of the Parks and Recreation Director shall be considered final.

M. RIGHT TO AMEND OR MODIFY THE RULES

The City reserves the right to modify and/or amend the rules and regulations provided herein at any time.

Homegrown Planner 2021

Products	April	May	June	July	August	September	October
Strawberries	April 1- June 15						
Blueberries			June 1 - July 31				
Peaches			June 15-September 1				
Green Beans			June 15- September 30				
Tomatoes			July 1 - September 30				
Sweet Corn			July 1 - September 30				
Peppers			July 15-September 30				
Onions			July 1- Oct 31				
Apples					August 1-October 31		
Lettuce/Greens	April 1-October31						
Eggs	April 1-October31						
Meat	April 1-October31						
Honey	April 1-October31						
Plants	April 1-October31						
Flowers	April 1-October31						

2021 COVID-19 Addendum Farmers Market Walk-Up Market Plan

- **Vendor ordering options**
 - All vendors will allow for walk-up sales during the in-person market.

- Vendors have been encouraged to transition to a preordering option that they manage on their own. To speed shopping it will be important for the Market and vendors to promote the preorder option.
- Vendors without preordering are welcome to partner with another vendor to aggregate products. This would likely be recommended for vendors that have a singular product. The market encourages this option for our vendors but it is the vendors responsibility to manage their arrangement.
- **Vendor Layout, Assignment and Spacing**
 - A market staff member will greet you and show you to your space.
 - Vendors would be spaced one booth space apart which will leave approximately 9-12 feet between vendors. Space between vendors is for distancing and not intended for customers/vendors to congregate
 - We will be utilizing the inside of the garage to allow for the maximum amount of vendors to be covered and not bring additional tents. Once we get to 20 vendors at the market some will start to set-up in the open space of the market near the stage.
 - To be able to follow social distancing rules we are asking customers to walk in the same direction around the market. As customers arrive at the market through the stairs or elevators they will be instructed to follow the arrow signs to walk through the market. Signs will be places in several key locations to instruct any walk-up customers.
 - Vendor assignments will be determined by ability to keep traffic flow moving. Market staff will also be making decisions based on the vehicle type vendor needs to bring to the market. Locations may change from week to week to improve our process and provide for social distancing.

Market Safety Practices

- **Farmers/Vendors Health and Safety Practices**
 - Vendors will wear masks and wash/sanitize hands frequently.
 - All vendors will provide a handwashing station for their use at the market. Online at www.bookstore.ksre.ksu.edu/pubs/MF3311.pdf.
 - Hand sanitizer will be available at the vendor's booth. The Market will refill hand sanitizer at each booth. Vendor shall provide the hand sanitizer pump at the beginning of the Market season, it does not have to be full.
 - Sampling is allowed with individually packaged samples prior to arriving to market.
 - Vendor will provide an extra table to ensure 6' social distancing between products and customer.
 -
 - No cloth tablecloths permitted. Vinyl or plastic covering over cloth is permitted.
 - Vendors will disinfect surfaces regularly
 - Money handling – utilize one of these options
 - Have two vendors in each booth – one for products, the other for money/transactions *Or hand sanitizer between transactions.
 - A credit card system is recommended for customers who wish to avoid handling cash.
 - Cash handling – Having a plan to reduce transmission through cash handling is encouraged.
 - Bring a large amount of change that has not been transacted for the day to lower transmission rates.

- Customer shows you their cash and then places in a container with large slot so they know you are not giving change that has been recently used during the market.
 - Vendor could choose not to open the money box until several days later to further reduce vendor risk. Try to make sales to the nearest dollar to reduce the use of coins.
 - Where possible we encourage items will be pre-packaged and pre-priced in bags as much as possible
 - Do not reuse grocery bags from other stores
 - Farmer/vendor will bag items for customers and place bag on table for customer to pick up
 - If you are sick, stay home
 - Signage at booth, enforcing no touching of products/allow us to serve you (Market staff will create this for Vendors so it is consistent across the market)
 - Markings may be placed on the ground by Vendor to aid in social distancing
- **Vendor Materials List**
 - Hand washing station (required for all);
 - Disinfecting wipes or spray and towel to regularly wipe down tables;
 - Hand sanitizer pump (market will refill);
 - Face masks or appropriate face covering;
 - Gloves for all food handling;
 - Determine how cash handling will work for your booth and gather required supplies;
 - Plastic tablecloths or no tablecloths;
 - SNAP Signage (market will provide);
 - Product signs (can use last year's or market will provide);
 - At least two tables width so one will be in front of the other with nothing on it.

<https://www.cdc.gov/>

https://www.kdheks.gov/coronavirus/toolkit/Grocery_Store_Food_Safety.pdf

<https://agriculture.ks.gov/news-events/news-releases/2020/03/28/kansas-food-and-ag-industry-continues-to-focus-on-essential-functions>

https://www.kdheks.gov/coronavirus/toolkit/Grocery_Store_Food_Safety.pdf

https://www.ksre.k-state.edu/news/stories/2020/04/farmers-markets-food-safety-tips.html?fbclid=IwAR0h7H_Oe1z34biz8VTctBkgQ4mB_Z3-OsEQF9X8m-YBPZnAQWP4cmpvAe4

https://civileats.com/2020/03/30/how-to-support-farmers-and-safely-shop-at-farmers-markets/?fbclid=IwAR14dFBIUp8n5rtOJxkzDiU0x8ldM8p642utI8SOOAZP_WuXxFC-mizFT7M
 I have read all the rules and regulations of the farmers market.

Signature

Date

Printed name