



ABOVE AND BEYOND. BY DESIGN.

Overland Park Farmers' Market Rules and Regulations

2023 OVERLAND PARK FARMERS' MARKET RULES AND REGULATIONS

TABLE OF CONTENTS

1. TABLE OF CONTENTS	1
1. MARKET DATES AND HOURS	2
2. MARKET MANAGEMENT	2
3. COMPLIANCE WITH RULES AND REGULATIONS	2
4. APPLICATION AND PAPERWORK	3
A. Application Process	3
B. Required Application Paperwork	3
C. Application Deadline	4
D. Wednesday Market Participations	5
E. Selection Criteria	5
F. Vendor Products	6
G. Application Acceptance	8
H. Stall/Space Request	8
5. MARKET VENDOR FEES AND PAYMENTS	9
A. Farm Vendor	9
B. Food Vendor or Specialty Vendor	10
C. Additional Fees	10
D. Payment Options	11
E. Double Up Food Bucks Program	12
6. TRUTHFUL REPRESENTATION	15
7. FARM INSPECTIONS AND KITCHEN VISITS	16
8. HEALTH REGULATIONS AND SAMPLING & NUTRITIONAL TESTING	16
9. PRODUCT PRESENTATION	18
10. STEWARDSHIP & GREEN INITIATIVE	18
11. USE OF ASSIGNED STALL	18
12. SIGNAGE	19
13. ARRIVAL	20
14. DEPARTURE AND CLEAN UP	21
15. PARKING	22
16. WEB RELEASE AND PHOTOGRAPHS	23
17. VENDOR SAFETY, BEHAVIOR AND CONDUCT	23
18. VIOLATIONS AND ENFORCEMENT	24
<i>Exhibit A Homegrown Planner</i>	27
<i>Exhibit B Farm Vendor Definitions</i>	28

OVERLAND PARK FARMERS' MARKET

RULES AND REGULATIONS

1. MARKET DATES AND HOURS

The specific dates and hours of operation of the Farmers' Market will be set by the City and listed on the City's website. The dates and hours are subject to change as necessary or appropriate. City staff will notify vendors of the specific dates and hours and of any changes to the same. Generally, the hours of the Farmers' Market will be as follows:

Saturdays:	7:30 a.m. to 1:00 p.m.	<i>(approx. mid-Apr - Sept)</i>
	8:00 a.m. to 12:00 p.m.	<i>(approx. Oct - late Nov)</i>
Wednesdays:	7:30 a.m. to 1:00 p.m.	<i>(approx. June - Sept)</i>
Holiday Market	<i>normally 8 a.m. to Noon</i>	<i>First Saturday in December</i>

Note: Due to any public health, safety or welfare concerns, any extreme inclement weather, or any other relevant factors or precautionary measures, the City Manager, the Director of Parks and Recreation (the "Director") or the Recreation Supervisor may close or relocate the Farmers' Market, adjust Market dates or hours, or let vendors leave early.

2. MARKET MANAGEMENT

The Farmers' Market is managed by the City's Parks & 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 function 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

Website: www.opkansas.org

3. 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 as set forth herein (*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 Farmers' Market Manager regarding any questions concerning these *Rules and Regulations*.

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. Vendor Kansas Retail tax certificates must be posted in the vendor's Stall during Farmers' Market operation.

4. 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 for the current year are available in early December of the preceding year, 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 Department at 913-895-6390.
- (5) New applicant vendors may be asked to come in for an interview.
- (6) Submitting an application does not guarantee participation in the Farmers' Market. Additionally, submitting an application does not guarantee the Stall/Space assignment, the Stall/Space size or requested dates indicated on the application as all dates, stalls and location are subject to change. 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.
- (7) 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. Applying as a Full Season vendor and then dropping to a half season vendor.
- (8) Application deadline. Applications are accepted all year long. To be considered for the first-round notification, applications are due no later than the deadline indicated on the application paperwork.

B. Required Application Paperwork - The following documents must be completed and current and must be submitted to the Parks & Recreation Department as part of the initial application submission in order for the application submission to be considered complete:

- (1) Current Years Application
 - a. Farm Vendors must complete the Farm Vendor Application
 - b. Food/Specialty Vendors must complete the Food/Specialty Vendor Application
- (2) Product List (*new vendors; returning vendors only if there is a change/addition*)

- a. *Applicants are required to fill out the Product List that pertains to either application*

Note: City staff has the right to deny certain products on the submitted Product List at any point in time.

- (3) 5 samples (*non-returnable*) - anything but produce required and/or new product items for returning vendors

C. Required Contract & Acceptance Paperwork for Approved Vendors

- (1) Kansas Retail Sales Tax Certificate (*new vendors or if returning vendors have made any changes*)

- 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

- (2) Lease Agreement (*if applicable - Farm Vendors*)

- 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

- (3) USDA Organic Certification (*if applicable*)

- (4) KDA Live Plant Dealer License (*if applicable*)

- (5) KDA Meat Wholesaler/Distributor License (*if applicable*)

- (6) KDA Dairy Processing Plant License (*if applicable*)

- (7) KDA Food Processing Plant License (*if applicable*)

- (8) KDA Licensed Mobile Unit Permit (*if applicable*)

- (9) Commercial Kitchen License (*if applicable*)

- a. The City may require a vendor's Health Inspection Report at any time

- (10) 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.

- (11) Better Processing Control School Certificate (*if applicable – applies to acidified canned foods*)

- (12) 5 samples (*non-returnable*) - anything but produce required and/or new product items for returning vendors

- (13) 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 Farmers' 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 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.
- (14) Signed Contract
 - (15) EFT/Credit Card Form
 - (16) Temporary Food Permit Application, if required
 - (17) W-9 Form
 - (18) New Vendor Bio
 - (19) Any other documents deemed necessary by the City.

D. Wednesday Market Participations

- (1) In order to help grow and diversify the Wednesday Farmers' Markets, all vendors are encouraged 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 Wednesdays as set forth below. Any vendor that participates in Wednesdays may receive priority to any Saturday Stall openings.
- (3) New Full-Season vendors must participate in at least two Wednesdays a month.
- (4) New Half-Season vendors must participate in at least one Wednesday a month.
- (5) New Daily Rate vendors must participate in at least three Wednesdays during the season, including one in June 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
- (5) Numbers of vendors selling a specific type of product
- (6) 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. The Farmers' Market typically stays around a 70:30 farm to food/specialty vendor ratio but that can vary from year to year
- (7) Homegrown and locally made products will be given preference over non-locally grown and made products
- (8) Vendor's Farmers' Market history (*e.g., past participation and compliance with these Rules and Regulations*)
- (9) Compliance with the City, County, State and Federal laws and regulations, including but not limited to Health Regulations
- (10) 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 Types and 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 the applicant*)
 - h. Wine (*made from produce grown by the applicant*)
 - i. Any other item made from a farm product produced by the applicant

Farm Vendor Homegrown Requirements - Based on the City's stated Farmers' Market Philosophy, a Farm Vendor must grow/raise at least 60% of the product it sells on each Farmers' Market Day June 15 – September 15 unless otherwise stated on the Homegrown Planner (Exhibit A).

- a. Strong preference will be given to Farm Vendors with the highest percentage of Homegrown products. Should a Farm Vendor not meet the 60% criteria per day June 15 - September 15, the vendor will not be allowed to attend until the 60% mark is achieved.
- b. The 60% 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. For example, 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 Farmers' Market.

*See *Exhibit B: Farm Vendor Definitions* - this document defines Farm Vendor product requirements.

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

- a. Prepared foods - At least 20% of the items sold should contain at least 20% OPFM products. At least 20% of items sold should be sourced from other OPFM vendors.
- b. Frozen/canned products (*jams, 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, or otherwise does not comply with applicable laws, rules or regulations). 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 and 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 Department 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. Vendors are not guaranteed placement in their preferred location. 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.
- (2) 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.
- (3) The City reserves the right to locate vendors within the Farmers' Market as needed to best meet the demands for Stalls/Spaces and the Market needs.
- (4) In order to ensure vendor opportunities, product variety, and the longevity of the Farmers' Market, the City reserves the right to establish limits on the maximum number of Stalls per vendor or vendor type. In such an event, exceptions may be made on a daily basis when space is available and when approved by City staff. Should there be an empty Stall/Space between two vendors, market staff will best determine how to utilize that space.
- (5) 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.

5. MARKET VENDOR FEES AND PAYMENTS

A. Farm Vendor

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

a. Full-Season (25 or more combined days): \$900

1. Vendor may make three separate payments:

i. 1st Payment: \$200

ii. 2nd Payment: \$350

iii. 3rd Payment: \$350

2. *Paid in Full Discount: \$810

b. Half-Season (11-24 combined days): \$450

1. Vendor may make two separate payments:

i. 1st Payment: \$225

ii. 2nd Payment: \$225

c. Saturday Daily Rate (10 or less days): \$25 per day

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

d. Wednesday Daily Rate (10 or less days): \$20 per day

(2) 1.5 Stalls (approx. 13.5' wide x 18' deep)

a. Full-Season (25 or more combined days): \$1,350

1. Vendor may make three separate payments:

i. 1st Payment: \$300

ii. 2nd Payment: \$525

iii. 3rd Payment: \$525

2. *Paid in Full Discount: \$1,215

b. Half-Season (11-24 combined days): \$675

1. Vendor may make two separate payments:

i. 1st Payment: \$337.50

ii. 2nd Payment: \$337.50

c. Saturday Daily Rate (10 or less days): \$35 per day

d. Wednesday Daily Rate (10 or less days): \$30 per day

(3) 2 Stalls (approx. 18' wide x 18' deep)

a. Full-Season (25 or more combined days): \$1800

1. Vendor may make three separate payments:

- i. 1st Payment: \$400
 - ii. 2nd Payment: \$700
 - iii. 3rd Payment: \$700
- 2. **Paid in Full Discount: \$1,620*
- b. Half-Season (11-24 combined days): \$900
 - 1. Vendor may make two separate payments:
 - i. 1st Payment: \$450
 - ii. 2nd Payment: \$450
- c. Saturday Daily Rate (10 or less days): \$50 per day
**Saturday Daily Rate vendors may not apply for 10 consecutive days June-August.*
- d. Wednesday Daily Rate (10 or less days): \$45 per day

B. Food Vendor or Specialty Vendor

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

- a. Full-Season (25 or more combined days): \$1,800
 - 1. Vendor may make three separate payments:
 - i. 1st Payment: \$400
 - ii. 2nd Payment: \$700
 - iii. 3rd Payment: \$700
 - 2. **Paid in Full Discount: \$1,620*
- b. Half-Season (11-24 combined days): \$900
 - 1. Vendor may make two separate payments:
 - i. 1st Payment: \$450
 - ii. 2nd Payment: \$450
- c. Saturday Daily Rate (10 or less days): \$42 per day
**Saturday Daily Rate vendors may not apply for 10 consecutive days June-August.*
- d. Wednesday Daily Rate (10 or less days): \$37 per day

C. Additional fees

(1) Electricity (pavilion location only)

- 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.

Note: No discounts are available for electricity and dates are subject to change.

- c. Generators - Generators are subject to approval and must first be permitted by City staff. No additional fee will be charged for a vendor bringing their own generator. However, the type of generators allowed are restricted, at the discretion of City staff, due to noise levels. Typically, only fully enclosed inverter generators that produce a decibel level less than 60dB will be allowed.

(2) Food Samples and Prepared Food Fees

- a. Vendors who bring in prepared food, 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 sell prepared food, sample and/or serve food. *(Regardless of whether food is offered once a month or each Farmers' Market day of the month, the fee is a monthly charge.)*

Note: Vendors must review and abide by all Health and Sampling Regulations set forth in Section 8 below, including, but not limited to, abiding by all applicable City, State or Federal Public Health Regulations, and obtaining a Temporary Food Establishment Permit when required.

D. Vendor Payment Deadline and Payment Options

- (1) Vendor Payment Deadline: Vendor fee payments are due no later than the date indicated on the contract and there is no grace period for late payments. *(Multiple dates will be given if a multiple payment option is available.)* 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.

- (2) Vendor Fee Payment Options - Vendors may pay by credit card, check or cash. All payments should be made to "City of Overland Park" 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.

Vendors who do not pay in full by the first deadline must fill out the EFT/Automatic Withdrawal Form allowing the City to automatically withdraw payment from their account on the scheduled dates.

- a. 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) Refunds - No refunds will be given for any reason. City has the right to waive certain fees, in its discretion, in extreme situations (ex. bankruptcy, complete crop failure and/or public health crisis), provided, any request for waiver must be made no later than December 15 of the applicable year.

E. DOUBLE UP FOOD BUCKS PROGRAM - All vendors are required to participate in the Double Up Food Bucks Program (EBT), Match Program, and Credit/Debit token program. Vendor participation in the Kansas Senior Farmers Market Nutrition Program (SFMNP) Vouchers program is optional and based upon the vendor's discretion.

(1) 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 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. Vendors shall accept purple tokens for fruits, vegetables, seeds and plants only.
 - i. Products the vendor may not sell for the tokens include: soaps, body oils, foods and beverages prepared on-site.
- 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 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) colored token. These colored 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 colored tokens from shoppers at a value of one dollar (\$1.00) for each red or colored token, subject to the following guidelines:
 1. Tokens cannot be exchanged for currency.
 2. Vendors cannot charge sales tax on red or colored EBT/double up tokens (*Note: vendors must charge sales tax on the green tokens noted below).

(2) Credit/Debit

- a. 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.
- b. 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. Vendors must charge sales tax on green tokens.
- c. In addition to the credit/debit tokens, vendors may also offer their own credit card options in addition to Venmo, Apple Pay, etc.

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 was not swiped.
- Tokens can be used on any Farmers' Market day, and not just the day they are received.
 - Vendors may not opt out of accepting tokens.
 - Vendors may not charge a service fee for customers using EBT/Match tokens or credit/debit tokens.

(3) 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. Colored tokens are equivalent to one dollar (\$1.00) each.
- c. Green tokens are equivalent to five dollars (\$5.00) each.
- d. 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, separated, written down on deposit slip and placed in a sealed bag before turning into City staff.

- e. City staff will recount and cross reference deposit slips to determine the overall value of the tokens being redeemed, and then issue the vendor a receipt.
- 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).
- g. Vendors 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, and therefore, will not need to fill out these forms again, unless information has changed.)*
- h. 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.

(4) 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 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.)*
- c. 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. Shoppers 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.
- d. Vendors participating in the Double Up Food Bucks KC agree to accept the red and purple tokens plus senior vouchers from shoppers at a value of one dollar (\$1.00). Vendors participating in the Double Up Food Bucks KC agree to accept green tokens at a value of five dollars (\$5.00) a coupon, subject to the following guidelines:

1. Vendors must apply and sign this Vendor Participation Agreement in order to participate in the Double Up Food Bucks KC Program.
2. Tokens and senior vouchers cannot be exchanged for currency.
3. Vendors cannot charge sales tax. *Note: however, vendors must charge sales tax on green tokens.
4. Tokens and vouchers can be used on any Farmers' Market day, and not just the day they are received.
5. 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.
6. Products the vendor may not sell for the tokens include: soaps, body oils, foods and beverages 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.

6. 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 of 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 the 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 a refund.

- C. As detailed further in Section 7, 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.
- 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 and to 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:
 - (1) Name of the company or farm
 - (2) Name of the person making the sale
 - (3) Address of the land where the product was purchased, raised and/or grown
 - (4) Phone number
 - (5) Clearly identifies the product
 - (6) Amount purchased
 - (7) 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 while interacting on social media with comments or information about the Farmers' Market. Therefore, any information given to the public in person or online about the Farmers' Market 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 and Regulations*.
- H. Vendors acknowledge and agree that, in the event 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, or discourages patrons from visiting the Farmer's Market, is harmful to the reputation of the Farmer's Market or untruthful, the City may take enforcement action as provided for in these *Rules and Regulations*.

7. 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.

8. HEALTH AND SAMPLING REGULATIONS; NUTRITIONAL TESTING

- A. Vendors** will abide by all applicable City, County, State and/or Federal Public Health Regulations (including but not limited to the Overland Park Food Code) 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. Prepared Food & Hot Food** - Any vendor selling prepared food or sampling or serving food must obtain a Temporary Food Permit. The Temporary Food Permit application is available online and will be submitted and reviewed by the City's Community Services Division. 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.
 - (1) Only closed-lid and/or individually prepared samples in a certified commercial kitchen are permitted.
 - (2) No discounts are available for Temporary Food Establishment Permits. In the case of public health mandates or concerns, sampling may be suspended.
- C. Nutritional Testing** - This is a commissioned program being organized by the City in partnership with Kansas State University Food Science Institute in order to add value to vendor products while also improving the Farmers' 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. 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 must 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 deliver 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 review the Nutrition Facts Panel and Ingredients List and verify the vendor has been properly labeling vendor's products.
- g. If compliant, the vendor will receive a copy of the Nutritional Facts Panel and Ingredients List for the product tested to use for their business.
- h. If testing indicates discrepancies with vendor's ingredient list, 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.
- j. By participating in the nutritional testing process, the vendor understands that the City does not have any expertise related to nutritional testing but is relying upon the expertise of K-State's nutritional testing services. Accordingly, the City specially disclaims any such expertise and offers no guarantees or warranties related to the 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, including but not limited to the Kansas Open Records Act.

9. PRODUCT PRESENTATION

- A.** A reasonable percentage of Homegrown products must be at the forefront and displayed for the public. Furthermore, at least 50% of the vendor's products being sold/distributed at the Farmers' Market must be available to the general public.
- B.** Self service by customers of produce is not permitted. Vendors must set-up in a way to keep customers from serving themselves and/or provide appropriate signage to encourage no touching
- C.** Canned goods/prepackaged items must follow the KDA labeling requirements.
- D.** If co-packaging and the product's main label is of the vendor and not the producer of the items, the items must include the terms "packaged for". Additionally, if the vendor's 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.

10. 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 promoting vendors' sustainable practices along with implementing our own green initiatives such as:

- A. No styrofoam food container will be permitted
- B. *Encouraging recyclable cartons and clamshells*
- C. *Encouraging paper bags vs single-use plastic bags*
- D. Encouraging walking, biking or using public transportation when appropriate

11. USE OF ASSIGNED STALL

- A. Vendors must maintain their products within the assigned physical Stall/Space which is determined by City staff. 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 product 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 for 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. If at the pavilion, vendors may hang signs from the Farmers' 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 Farmers' 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 space, blacktop, pavement, curbing, landscaping or surrounding property will be assessed to the vendor causing the damage.

Note: Should the Farmers' Market be relocated, City staff will clarify what is and is not permitted regarding the use of assigned Stalls/Spaces.

12. SIGNAGE

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

A. Farm Vendors (*See Exhibit B - Farm Vendor Definitions*)

(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," "Warehouse"
- (3) Farm Vendors who are 100% Homegrown may display a sign identifying themselves as 100% Homegrown.
 - (4) 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.
 - (5) 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*).
 - (6) When applicable, Farm Vendors may identify a product as "Certified USDA Organic" with proof of organic certification.

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) Items (1) through (5) of this subsection will be evaluated at the discretion of City staff.

- (7) Sales Tax - Vendor Kansas Retail tax certificates must be posted in the vendor's Stall during Farmers' Market operation.

13. ARRIVAL

A. Tardiness

- (1) Vendors must arrive and have all vehicles not remaining removed at the Farmers' Market no later than ½ hour before the Farmers' Market opens. Vendors must be set-up 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 Farmers' 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 or 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 on Monday the week of 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.

C. Tents/Umbrellas

- (1) Tents/umbrellas may be used if a vendor is assigned to a stall outside of the pavilion Tents are not allowed to be set-up under the pavilion.
- (2) If a tent/umbrella is set-up, the vendor is required to have heavy duty weights on it at all times sufficiently securing the tent/umbrella.

- D.** The market manager and/or recreation supervisor has the discretion to not allow any tents/umbrellas due to weather-related safety issues, i.e. wind advisors.

14. 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. 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 or Recreation Supervisor. Vendors who leave before departure time without prior approval from the

Farmers' Market Manager or Recreation Supervisor will be subject to the enforcement actions set forth in these *Rules and Regulations*.

- B.** In the event a vendor “sells out” prior to the 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 before and after market .
- D.** Vendors may use the trash and recycling dumpsters at the pavilion location outlined below, as long as the trash is generated from the Farmers' Market.
- E.** The recycling dumpsters may be used for recycled products, as long as the trash is generated from the Farmers' Market. 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/recycling 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 found in the North Farmers' Market pavilion parking lot.
 - (2)** The large trash and recycling dumpsters found in the south parking lot and smaller dumpsters located behind downtown businesses are not to be used by Farmers' Market vendors as this is private property
- I.** All vendor merchandise, valuables, tables, chairs, equipment, signage, decoration, displays, and trash must be removed by 2 p.m. on Farmers' Market days.

15. PARKING

- A.** At the Expanded Pavilion Site, most vendor stalls allow vendors to utilize one parking space for a vehicle.
 - (1)** Northside Parking Options - Park vehicle with tires within parking stall lines, or in the parking space immediately behind the vendor’s assigned Stall.
 - (2)** Southside Parking Options – Park vehicle 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.
 - (3)** Vendors on Marty Street and Overland Park Drive can park one vehicle in a nearby parking spot.

If an alternative location is utilized (e.g., Matt Ross parking lot), staff will provide applicable details.

- B. 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.
- C. Vendors may also unload products and move vehicle(s) to the assigned lot designated by the Recreation Supervisor or Farmers' 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.
- D. 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.
- E. Some vendor parking stalls do not evenly align with the Stall the vendor has been assigned. Some vendors may have to adjust their parking accordingly.
- F. There is no overnight parking.
- G. Special parking allowances can be made with Market Manager or Recreation Supervisor prior permission.
- H. Unauthorized vehicles need to be removed from market parking no later than ½ hour prior to the start of the Farmers' Market.

16. 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 to 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 resulted from such photos or reproduction of them.

17. 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 and 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 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 Farmers' 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 and 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 Farmers' 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 the vendor's individual property and merchandise.
- K. Vendors must comply with all applicable federal, state and local statutes, ordinances, regulations and laws. 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.*), the applicable provision of the Americans With Disabilities Act (*42 U.S.C. 12101 et seq.*) and Overland Park Municipal Code Chapter 8.10. No vendor shall discriminate against any person in the performance of their work because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, ancestry, veteran status, or low income.
- L. No vendor will harass, threaten or intimidate another vendor, another vendor's staff, city staff, any customer or any member of the public.
- M. The clothing that is worn by a vendor 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 Farmers' Market pavilion.

18. 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** - 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** - Vendors may 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* may 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 if possible notify the vendor at a later time.
- (3) Three documented demerits will result in a written warning from the Recreation Supervisor or 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 and Regulations*. Vendors who violate these *Rules and Regulations* while on probation may 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 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 and 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 - Based on the severity or consistency of the violation(s), the Recreation Supervisor or Farmers' 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, 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, their designee 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 Farmers' Market Manager to the Director or their designee. The appeal must be written and submitted to the Director or their designee within five business days of the enforcement action. The Director or their designee will review the documentation and information provided by City staff and the vendor, and the Director or their designee will conduct any further investigation the Director or their designee deems necessary and appropriate. The Director or their designee 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 decision of the Director or their designee will remain in effect unless otherwise reversed or modified by the City Manager.
- (2) A vendor may appeal the decision of the Director or their designee 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 or their designee. The City Manager will review the documentation and information provided by City staff and the vendor as well as the decision of the Director or their designee, 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.

Exhibit A | Homegrown Planner

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.

- G.** 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.
- H.** All Farm Vendors must grow/raise at least 60% of the products they sell June 15 – September 15 unless stated on the Homegrown Planner
- I.** In April, May, the first half of June, the last half of September, October and November, all Farm Vendors will be required to grow/raise at least 50% of the products they sell on each Farmers' Market day.
- J.** A reasonable percentage of Homegrown products must be at the forefront and displayed for the public.
- K.** During the period of June 15 - September 15, no Regional or Warehouse products will be permitted.
- L.** Notwithstanding the time periods set forth above, City staff may take into consideration the weather and other factors to determine if the time period selected for the Homegrown Planner should be adjusted or reduced. If Homegrown only is insufficient and the restrictions need to be modified to allow Local, Regional and/or Warehouse products, advance notice will be given in writing to each vendor stating that Local, Regional and/or Warehouse products will be permitted.
- M.** 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 and Regulations* at all times. Any violation may result in disciplinary action.
- N.** Please refer to the Homegrown Planner for specific items and time frames; and please refer to the Homegrown Planner Graph for specific applications.

Exhibit B | Farm Vendor Definitions

Farm Vendor Definitions

- A. Farmers' Market Vendor - A local farmer and/or producer who is accepted into the Farmers' Market is there 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.
- B. "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 minimal products that are supplemented, at the sole discretion of City staff, 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 Farmers' Market experience.*)

- C. "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.
- D. "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.

Note: The City, State and Farm the product(s) are purchased from must be 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.

- E. "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."