

# Kansas Grown! Inc. Operational Rules

## **PREAMBLE:**

The following operational rules for Kansas Grown! Inc. are provided for the guidance of members. These operational rules are subject to interpretation and implementation.

The operational rules for Kansas Grown! Inc. Farmers Markets may be amended from time to time by a majority vote of the Board of Directors of Kansas Grown! Inc..

Any conflict between the Operational Rules as herein set forth and the Articles of Incorporation or Bylaws of Kansas Grown! Inc. shall be resolved so that the Articles of Incorporation and Bylaws of Kansas Grown! Inc. takes precedence.

## **1. WHO MAY SELL**

- a. Only Kansas Grown! Inc. members in good standing are allowed to sell at marketing locations established by Kansas Grown! Inc..
- b. Provisional Members are allowed to sell at the Kansas Grown! Inc. satellite market locations and are not allowed to sell at the Kansas Grown! Inc. market at 21<sup>st</sup> and Ridge Road. (The principal market)
- c. A limited number of food trucks (non-members) may set up in assigned spaces outside of the main vendor area, and will be charged a separate stall fee. Food trucks must be pre-approved by market management, carry all required licensing, and provide a certificate of liability insurance. Any food trucks who are found to be in violation of our Operational Rules will not be invited to return to any of the Kansas Grown ! Inc. markets.

## **2. WHAT MAY BE SOLD**

**Preface:** Kansas Grown! Inc. sets standards promising its customers when they visit a Kansas Grown! Inc. Farmers Market, they will be offered only quality products. The following guidelines outlining 'What May Be Sold' is presented for Kansas Grown! Inc.'s. members to follow that will assure our market customers their expectations will be met. The market managers of Kansas Grown! Inc. markets are required to enforce these standards and shall require products that do not adhere thereto to be removed from the market.

- a. Members are required to adhere to all local, State and Federal laws, regulations, rules, guidelines and codes that are applicable to the production, processing, transportation and marketing of their respective products. Requirements regarding production, processing, transportation and marketing may be obtained from the Bureau of Food and Drugs, Department of Health and Environment, Kansas Department of Agriculture, Kansas Department of Revenue, Topeka, Kansas.
- b. Kansas grown fruit and produce may be sold. All products must be clean, mature but not overripe, void of decay, blemishes, contamination and must adhere to 'What May be Sold', item, a..
- c. Farm fresh eggs may be sold. Eggs must be clean, free of cracks and sold as nest run. When selling fertilized eggs, the customer must be advised. If used containers are used the original markings must be completely removed or marked over. National Egg Board standards require eggs be stored at or below 45 degrees F.
- d. Kansas produced milk, milk products, meats, fish and poultry that adhere to 'What May be Sold', item, a. may be sold.
- e. Any foods or beverages prepared with required and approved licensing.
- f. Kansas Grown! Inc. requires an inspected and licensed facility for producing the following products being sold at Kansas Grown! Inc. markets:

All Salsas, BBQ sauces, Canned tomato products, Pepper jams and jellies, Low sugar jams and jellies, Pickles, Relishes, Sauerkraut, Canned meats, Canned vegetables.

All acidified, low acid or formulated acid products requiring an Authority Letter and PH testing.

g. All pet food products must follow KDA guidelines including any required testing, training and licensing.

h. Kansas produced value-added products may be sold. Value-added products are defined as having two or more ingredients with value being added by the member via the addition of labor, facilities or talent that is required to produce the final product, and must adhere to 'What May Be Sold', item, a.

i. Kansas produced arts and crafts, not originating from kits may be sold.

j. Members who resell products supplied by other producers are required to provide documentation that said products were produced and/or originated within the state of Kansas.

k. Products grown in Kansas and processed out of state must be approved by Kansas Grown ! Inc. before being offered for sale at Kansas Grown! Inc. Farmers Markets.

l. Any age-restricted products must be pre-approved by Kansas Grown! Inc. before being offered for sale. In addition, vendors selling these products must enforce age restrictions by displaying appropriate signage, and checking customer's identification at the point of sale. Any required licenses must be on file.

m. Licensed farm wineries with a current Alcoholic Beverage Control Farmers' Market Sales Permit, or licensed microbreweries with a Caterer's License, may sell alcohol in sealed containers. Required licenses/permits, along with age-restriction signage (minimum size 8.5" x 11"), must be displayed within their booth. The member must abide by all city, county, state, and federal laws & regulations, including sampling rules. Any liability associated with the sales/sampling of alcoholic beverages lies with the member.

### **3. WHAT MAY NOT BE SOLD**

a. Products that do not adhere to 'What May Be Sold', item a.

b. Non-Kansas produced products.

c. Any tobacco products.

d. Any product not found acceptable by the Market Manager or the Kansas Grown! Inc. Board of Directors.

e. Sales of non-sealed containers are prohibited.

f. Copyrighted and/or trademarked images cannot be used without a license.

### **4. MARKET VENDOR REQUIREMENTS**

a. Members are required to post in a conspicuous manner signage indicating his or her business name, city, state, and Kansas Retailers' Sales Tax Registration Certificate.

b. Members are to establish the selling price of their products and the price thereof must be clearly displayed. A member's pride in their product and the quality thereof should be taken in account when establishing the fair market value.

c. Products may be sold by weight, volume or count as to adhere to 'What May Be Sold', item a.

d. Members shall provide containers (i.e. sacks, bags, boxes) as required for the transportation of their products by the customer.

e. The member is responsible for all activities that occur in their assigned stall area.

f. Market vehicles must have Kansas License plates or be operated by a current member of the Military.

- g. Vehicles must be clean and well-kept in the market area. When not parking in the market area, vendor vehicles are to be parked on the gravel area.
- h. Members are required to sell their products from inside their designated stall area.
- i. Calling out in a loud, aggressive or abrasive manner and the use of profanity is a grievance offense and will not be tolerated. Full or implied nudity displayed in any form is prohibited.
- j. Physical conflict will result in immediate termination of membership. Customers engaging in physical conflict will be removed from the market.
- k. Members who circulate rumors or false reports tending to undermine or destroy the operations of the farmers markets shall be subject to expulsion from all Kansas Grown! Inc. Farmers markets and their membership could be revoked.
- l. Members are required to carry liability insurance for their business with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate, and must provide an updated certificate of liability insurance each year listing Kansas Grown! Inc. as additional insured.

## **5. EXCHANGES AND REFUNDS**

- a. Exchange of products and/or refund on products will be left to the discretion of the Member.

## **6. SANITATION, HEALTH AND SAFETY**

- a. Members are required to obey the directions of the Market Manager in all matters relating to Sanitation, Health and Safety.
- b. Members must provide trash containers as required for their customers or their own use.
- c. All foods displayed for sale must be a minimum of 18 inches above the ground. Foods stored, not displayed for sale, must be at least 6 inches above the ground unless stored on a pallet or other suitable apparatus and in a manner not creating a sanitary or safety issue.
- d. Produce must be sold whole, no halves, slices or pieces.
- e. Samples may be given if they are presented in a manner that complies with 'What May be Sold, item, a. and the Kansas Department of Agriculture's food safety regulations. Individuals preparing and serving samples must be neat, clean, free of any communicable diseases, and remain within their stall area.
- f. Animals, other than service animals, are not allowed in the market area.
- g. Members are not allowed to use tobacco (including e-cigarettes) or alcoholic products in the market area.
- h. Shoes and shirts are required to be worn at all times.
- i. Members are required to assure their children's actions are not disturbing customers, other members and are not creating an unsafe and/or unsanitary condition.
- j. Motorized vehicles other than those used by the disabled, members or the market manager are not allowed in the market sales area.
- k. Members are required to maintain their sales area in a clean, neat and sanitary condition.
- l. At the end of the market all members are required to work in cooperation to police and clean the market area.
- m. For safety reasons and as a courtesy to other selling members and our customers, anyone who sets up a stall at any of the Kansas Grown! Inc.'s Farmers Markets shall not vacate their stall before the end of the market period. In the event of a medical emergency, the Market Manager will make the appropriate accommodation.

## **7. STALLS**

- a. The Kansas Grown! Inc. Saturday market at 21<sup>st</sup> and Ridge Road, the main market, allows for members to reserve stall(s) for the market season. Members with reserved stall(s) are to utilize their stall(s). If circumstances require the market manager to request a member to set up in another area, the member is required to do so.
- b. Members with reserved stall(s) are required to give due notice to the market manager when they are not going to be at market so the stall might be rented to another vendor member. Members of reserved stalls failing to provide due notice they will not be using their stall(s) shall be charged 1 (one) attendance point for each occurrence.
- c. Members with two reserved stalls for the season are encouraged to use only one stall during periods of the season when they do not have sufficient product to fully utilize both stalls, and to notify the market manager in sufficient time that the market manager can place a member who does not hold a reserved stall in the unneeded stall. The reserved stall holder will not be charged stall rent for that stall during these times.
- d. Members without a reserved stall(s) and/or members with a single reserved stall who desires a satellite stall are assigned stall(s) by the Market Manager on a first come first served basis.
- e. Members are to set up their stalls only in designated areas at the direction of the market manager so as not to create an unsafe or unsanitary condition.
- f. Gas or diesel powered generators are not permitted.
- g. Grilling is restricted to the north and south outside rows (Stalls 57, 58, 59, 60, 61, 62, 63, 87, 88, 89, 90, 91, 92, 93) as to provide easy access by the fire department. Grilling is defined as any direct heat source by any fuel to deliver a cooked product. Indirect heating of product samples by electric or Sterno does not apply to this definition. Grilling is limited to generating samples which will aid in the sales of the vendor's product. Grilled product cannot be sold as this is a mandate issued to us by our insurance provider. Should complaints arise from smoke, the vendor will be required to curtail the grilling activity or eliminate it. Grilling is to be kept off the grass areas. Vendors with grilling activity are required to have a fire extinguisher in their stall.
- h. Stalls at the main market (21st & Ridge) are centered on the marked stall number (painted on the ground or curb), with about 5-6 feet of space to each side (approximately 1.5 parking spaces wide), and extending no further than 3 feet past the end of the parking spaces. Stalls at the Derby market are exactly 12' by 12'.
- i. Members may earn up to 1 stall point per month for attending the Derby market. In order to claim the stall point, the member MUST provide the Membership Chair with a copy of the stall fee receipt; either email to ksgrowninc@gmail.com, or bring a copy to the Membership Chair during one of the markets.

## **8. RESERVED STALL SELECTION PROCEDURE**

- a. Article 12, Section 2: of the Kansas Grown! Inc. Bylaws sets a maximum of 86 (eighty-six) stalls that are available to be reserved at the 21<sup>st</sup> and Ridge Road Market location.
- b. Article 12, Section 3: of the Kansas Grown! Inc. Bylaws outlines the reserved stall eligibility requirements.
- c. Article 12, Section 5: of the Kansas Grown! Inc. Bylaws state when the stall(s) selection is to occur and require the process be based on a member's gained points.
- d. A clear explanation of any stall(s) available to be reserved will be made to the membership before the selection process begins.
- e. The stall selection process will begin with the available stall that has the lowest stall number and proceed to the next lowest numbered available stall.
- f. Available stalls will be offered for selection individually and may be reserved by the member who has the highest number of gained points that bids for that stall. In the event no member bids for said stall it shall be declared open for the remainder of the market year and will not be available to be reserved until the next stall selection cycle.

g. In the event a member that holds a reserved stall(s) desires to move to another stall(s) and successfully bids and obtains the new stall(s), the reserved stall(s) the member held beforehand shall be declared vacated and shall be made available in the stall selection process whereupon the selection process will resume with the lowest numbered available stall.

## **9. STALL FEES**

- a. The stall fee shall be \$25.00 per stall per market.
- b. Late cancellations will still be charged for their reserved stall.
- c. No call/no shows will be charged for their reserved stall, plus an additional late fee (equal to the stall fees.)
- d. All late fees must be paid in full before setting up your booth at the following market.

## **10. TAXATION**

a. Members are required to comply with all Laws that apply to the collection and payment of taxes at Kansas Grown! Inc. farmers markets.

## **11. MARKET SCHEDULE**

- a. The Kansas Grown! Inc. farmers market at 21<sup>st</sup> and Ridge Road will begin the first Saturday in April and runs through the last Saturday of October. The market hours are from 7:00 A.M. till 12:00 P.M. (noon). Members must be at the market site by 6:30 A.M. in order to be assigned a stall or use their reserved stall.
- b. Kansas Grown! Inc. Satellite Farmers Markets will have their locations, start and end dates along with their hours of operation announced at the spring membership meeting each year. Members must be at the market site a minimum of 30 (thirty) minutes before market opening time.
- c. Members arriving at the farmers market locations after the listed times must receive the Market Managers' approval before entering the market area and setting up their stalls.

## **12. GRIEVANCES AND APPEALS**

- a. Complaints and disagreements arising at a market location, from a consumer or member shall be immediately relayed to the Market Manager in such detail as necessary. If the situation cannot be rectified on the spot, the matter shall be referred to a Board Member of Kansas Grown! Inc.. The Board of Directors will determine what action is recommended to resolve the issue or if a formal Grievance/Appeal hearing is required, if so, the results of the Grievance/Appeal Committee hearing shall be forwarded to the Board of Directors of Kansas Grown! Inc. for final resolution.
- b. When a consumer or member feels they have been wrongly affected by an inequity or injustice brought about by the actions or decisions of a person, a committee or an officer representing Kansas Grown ! Inc. or feels a member has flagrantly violated the Bylaws or Operational Rules of Kansas Grown ! Inc. and have not been able to obtain a satisfactory resolution by other means the consumer or member may file within two weeks a written Grievance requesting the Board of Directors of Kansas Grown ! Inc. arrange a formal Grievance/Appeal Committee Hearing within a reasonable time to address the matter grieved. All involved parties should be represented although the Grievance/Appeal hearing can be held without the cooperation of all parties if necessary. Results of the Grievance/Appeal Committee hearing shall be forwarded to the Board of Directors of Kansas Grown! Inc. for final resolution.
- c. Members unable to obtain clarification or reversal of an action, decision or ruling made by a person, a committee or an officer of Kansas Grown! Inc. may within two weeks file a written appeal of the action, decision or ruling to the Board of Directors of Kansas Grown! Inc. requesting a formal Grievance/Appeal Committee Hearing within a reasonable time to address the matter being Appealed. All involved parties should be represented although the Grievance/Appeal hearing can be held without the cooperation of all parties if necessary. Results of the Grievance / Appeal

Committee hearing shall be forwarded to the Board of Directors of Kansas Grown! Inc. for final resolution

d. If the Grievance/Appeal Committee requires an onsite inspection a 24 hour inspection notice shall be given. The inspection team shall be composed of two Grievance/Appeal Committee members and one Board member.

e. When corrective actions resulting from a Grievance / Appeal Committee hearing or the result of a member flagrantly violating the Bylaws or Operational Rules of Kansas Grown ! Inc. are required it shall be the responsibility of the Board of Directors to determine the form of action to be taken. This action could be a verbal warning, a written warning, a probation period, suspension from the market for a period of time or if the action is deemed serious enough membership may be immediately revoked.

f. Members given a corrective action must comply or risk loss of membership.

g. A \$50.00 (fifty dollar) filing fee is required when a grievance or appeal hearing is requested. If the grievance or appeal is upheld the fee will be returned.

### **13. HARDSHIP CASES**

a. In the event a member experiences a hardship that results in the member being temporarily unable to participate in Kansas Grown! Inc. farmer market operations, said member shall provide the Membership Committee, prior to the Fall Membership Meeting, a written Hardship Exemption application explaining the circumstances of the hardship along with details as may be requested.

b. The Membership Committee will review each hardship exemption application prior to the Executive Board / Membership Committee joint meeting which is generally held in January. Members who submitted hardship exemption applications will be notified prior to the Spring Membership Meeting of the finding and status of their membership and reserved stall(s). In the event the Hardship Exemption is denied, the membership/reserved stall(s) status is terminated, and a new membership application will be required.

### **14. ENFORCEMENT**

a. The Market Managers have the authority to enforce the Operational Rules at their respective Farmers Markets. Any member failing to comply, at the discretion of the Market Manager, shall have their stall(s) declared vacant and not be allowed to sell at any Kansas Grown! Inc. Farmers Markets until the issue is resolved. The member may grieve this action to the Grievance / Appeal Committee.

b. The Market Manager and the Board of Directors or a member of the Board of Directors have the authority to contact law enforcement to have someone or someone's property removed from the Market location or contact appropriate emergency personnel for any situation.

c. If a situation arises not specifically covered by the Bylaws or the Operational Rules of Kansas Grown! Inc. that could or has become detrimental to Kansas Grown! Inc. or its members the Board of Directors of Kansas Grown! Inc. has the authority to take whatever action required to remedy the situation.

**Adopted by Board of Directors: October 16, 2023.**

**Replaces all previous versions of Kansas Grown! Inc. Operational Rules.**