

Kansas Grown! Inc.

Bylaws

Article 1 Name and Office

Section 1: The name of this not for profit corporation shall be "Kansas Grown! Inc".

Section 2: The principal office of the corporation shall be in Wichita, Kansas. The office address is P. O. Box 771245, Wichita, Kansas 67277-1245.

Article 2 Purpose and Objectives

Section 1: The primary purpose of Kansas Grown ! Inc. is to bring Kansans together. As a group, members of Kansas Grown! Inc. will accomplish the following objectives:

- (A) Develop new markets and marketing locations for Kansas produced products, as well as marketing opportunities for Kansas producers.
- (B) Enhance the profitability and efficiency of current markets and marketing strategies.
- (C) Cooperate on purchases of necessary supplies.
- (D) Cooperate on the use or purchase of necessary equipment.
- (E) Establish communication lines between producers to share information and ideas.

Article 3 Membership

Section 1: There shall be four categories of membership as follows:

- (A) Member – a member is any person or business entity who produces products such as; Vegetables, plants or plant products, honey, eggs, baked goods, legally processed items and crafts (not made from kits).
- (B) Provisional Member – a provisional member is any person, or in the case of a business entity, a designee of that entity who produces products such as; Vegetables, plants or plant products, honey, eggs, baked goods, legally processed items and crafts (not made from kits) who is limited to selling their products only at Kansas Grown! Inc. satellite markets. Under certain circumstances by board approval provisional members may be allowed to sell their products at other Kansas Grown! Inc. venues. This is a non-voting membership category that must be applied for yearly and as such will not be awarded membership seniority nor market attendance points.
- (C) Supporter – a member who is not actively engaged in the production of marketable products, but who wishes to encourage and sponsor the work in Kansas Grown! Inc. This is a non-voting membership category.
- (D) Ex-Officio – Market managers, assistant market managers and other individual as appointed by the Board of Directors. Membership dues are waived for ex-officio members. This is a non-voting membership category.

Section 2: Anyone who wishes to become eligible for membership in Kansas Grown! Inc. shall make application and be approved by the Membership Committee. The requirements for membership in Kansas Grown! Inc. includes but is not limited to the following:

- (A) The application period for a new full membership shall be from January 1 through February 28 each year.

- (B) The application period for a provisional membership shall be from March 1 through August 31 each year.
Provisional membership applications may be made to the market managers of a Kansas Grown! Inc. satellite market as well as online. The satellite market managers have the authority to temporarily approve or deny said application with final approval or denial to be made by the Membership Committee Chairperson.
- (C) Must be a resident of the State of Kansas.
- (D) Must produce a minimum of 50% (fifty percent) of all products offered for sale.
- (E) Products offered for sale must be produced in the State of Kansas and have received added value thereto by the member within the State of Kansas.
- (F) Are required to adhere to all local, state and federal regulations that may be applicable to the growing, making, processing, transportation and marketing of their respective products.
- (G) Shall be bound by the Operational Rules of Kansas Grown! Inc..
- (H) Must be 18 (eighteen) years of age or older.

Section 3:

- (A) The membership year shall be April 1 to March 31 the following year.
- (B) Members who fail to renew their membership (which includes submitting payment, renewal form, sales tax certificate, certificate of general liability insurance, and copies of any licenses required) by April 1 of the membership year shall lose their membership, including accumulated seniority points.

Section 4:

Membership dues shall be established from time to time by the Board of Directors.

Section 5:

Kansas Grown! Inc. reserves the right to assign the majority of memberships to residents of Sedgwick County and the counties adjoining Sedgwick County, State of Kansas. However, those members who are residents of other Kansas counties at the time of the adoption of these Amended Bylaws shall not have their membership status affected by their residency.

Section 6:

In addition to the requirements for membership herein described, the Board of Directors may from time to time establish conditions of membership which shall be contractual in nature.

Section 7:

Kansas Grown! Inc. will not accept new memberships from organizations (e.g. non-profits, societies, clubs, etc.) or from individuals or businesses having annual gross sales of \$225,000.00 (two hundred twenty five thousand dollars) or more.

Article 4 Right to Vote

Section 1:

- (A) Members whose dues have been paid for the current year shall have one vote per membership. There shall be no proxy voting.
- (B) Supporter Members and Ex-Officio members shall abstain from the voting process but may include their voice in any discussion preceding a vote by the members.

Article 5 Board of Directors

Section 1:

The Board of Directors of this Corporation shall consist of 6 (six) members of Kansas Grown! Inc., in addition to ex-officio non-voting members.

Section 2: (A) At each annual fall membership meeting members shall elect 2 (two) Directors who shall serve a term of 3 (three) years. Nominations for persons to serve on the Board of Directors shall be submitted by the existing Board of Directors acting by a majority vote or by the membership at large provided written evidence of such nomination signed by at least 10 (ten) members who are in good standing: and must be received by the Board of Directors no later than 12:00 p.m., noon, on the last Saturday in October. In the event the number of nominees to serve on the Board of Directors exceeds the number of positions available for election, each Grown! Inc. membership in good standing shall be entitled to vote for 2 (two) nominees and the nominees receiving the highest number of votes shall be elected to the Office until all open Director positions have been filled. In the event of a tie vote, each Kansas Grown! Inc. membership in good standing shall be entitled to cast one vote in a "runoff election" between or among the nominees who are tied. This runoff election would only be necessary in the event there is a tie between or among nominees for the last vacant position of the board. The person receiving the highest number of votes in this runoff election shall be appointed to the office.

(B) Any entity of a Kansas Grown! Inc. membership business in good standing that regularly participates at Kansas Grown! Inc. and meets the age requirement for membership in Kansas Grown! Inc. is eligible to serve on the Board of Directors of Kansas Grown! Inc..

Section 3: Following the annual meeting of members, the newly elected Board shall meet and elect a Chairman, Vice-Chairman, Secretary and Treasurer from among themselves, each of whom shall hold office until the next annual meeting and until the election and qualification of the successor. The offices of Secretary and Treasurer may be held by the same person. Candidates for each office shall be nominated by the Board. In the event more than one person is nominated for a particular office, an election will be held among the members of the Board, and the person receiving the most votes for such office shall be elected to serve. For these purposes, a Board member nominated for a particular office shall not be disqualified from voting for him or herself.

Section 4: Any vacancy in the Board, other than from the expiration of a term of office, shall be filled by appointment by the remaining members of the Board.

Section 5: A majority of the Board shall constitute a quorum at any meeting of the Board.

Section 6: Members serving on the Board of Directors shall have their membership dues waived while serving on the Board.

Section 7: (A) Members of the Board of Directors of Kansas Grown! Inc. shall be bound by the guidelines as set forth under Article 11, Duties of Members in all matters concerning Kansas Grown! Inc. business.

(B) Kansas Grown! Inc. Board members shall not serve on the board of or let be known confidential or proprietary information to any other farmers market.

(C) Kansas Grown! Inc. Board members shall not allow their personal feelings toward any member of Kansas Grown! Inc. to influence their decisions nor shall they voice said feelings while conducting business for Kansas Grown! Inc.

(D) Board members having differences of opinion concerning issues before the board of directors shall not allow said differences to create a hostile, toxic environment between the members of Kansas Grown! Inc. and or the board of directors thereof.

Section 8: In the event a board member of Kansas Grown! Inc. were to disregard any part of the bylaws or operational rules of Kansas Grown! Inc. said board member then would become subject to removal from the Board of Directors of Kansas Grown! Inc. by the remaining Directors subsequent to the following guidelines.

(A) A quorum of the Board of Directors as per Article 5, Board of Directors, Section 5: must be present.

(B) The charge to remove a board member must be clearly documented.

(C) The member being charged must be given the opportunity to state their position concerning the charge brought before the board.

(D) A 2/3 (two thirds) majority of the quorum of the Board of Directors present excluding the member being charged is required for removal of a board member from the Board of Directors of Kansas Grown! Inc.

Article 6 Powers and Duties of the Directors

- Section 1: The Board, subject to the restrictions of the laws of the State of Kansas, and these bylaws, shall exercise all the powers of the Corporation. It is hereby expressly provided that the Board shall have, and is hereby given, full power and authority in respect to the matters as hereinafter set out:
- (A) To maintain the intent, integrity and vision of the Corporation.
 - (B) Select and hire market managers, including describing manager's duties, authority and determining managers' compensation.
 - (C) Select and secure market sites.
 - (D) To prescribe, adopt and amend, from time to time, such equitable and uniform rules and regulations, as in their discretion, may be deemed essential or convenient for the conducting of business and affairs of the Corporation.
 - (E) To fix uniform and reasonable stall fees for producers selling at the market.
 - (F) To prepare and adopt a budget for each year which furthers the purposes of Kansas Grown! Inc., as stated in Article 2.
 - (G) To contract with various agencies for advertising for the market within the restraints of the budget.
 - (H) To select a bank to act as depository for the funds of the Corporation. To determine the manner of receiving, depositing and disbursing the funds of the Corporation, and the persons who shall have authority to sign checks on behalf of the Corporation.
 - (I) To work with the Membership and Grievance / Appeal Committees and settle any question or issue brought to the Board by the Committee.
 - (J) The Board may appoint committees as necessary.

Article 7 Duties of Officers

- Section 1: Chairman – the Chairman shall preside over all meetings of the Corporation's members and Board, call special meetings of the Corporation's members and Board, perform all acts and duties usually performed by an executive and presiding officer, and shall sign papers of the Corporation as authorized or directed to sign by the Board. The Chairman shall perform such other duties as may be prescribed by the Board.
- Section 2: Vice-Chairman – in the absence or disability of the Chairman, the Vice-Chairman shall perform the duties of the Chairman.
- Section 3: Secretary – it shall be the duty of the Secretary to keep a record of the proceedings of the meetings of the Board and of the Corporation.
- Section 4: Treasurer – the treasurer shall receive and account for all funds of the Corporation, shall deposit the same in the bank designated by the Board as a depository, and pay the amounts, or cause them to be paid out of the depository only on the checks authorized by the Board. At each annual meeting the treasurer shall submit to the members of the Corporation a complete statement of account for the past year and discharge such other duties pertaining to the office as shall be prescribed by the Board.

Article 8 Annual Meeting of Members

- Section 1: The annual meeting of the Corporation's members shall be held at some suitable location within Sedgwick County during the month of November. The location and date of said meeting to be determined by the Board.
- Section 2: Special meetings of members may be called at any time by the Chairman or upon resolution of the Board, or upon written petition to the Chairman of the Board signed by 51% (fifty-one percent) of the members of the corporation.
- Section 3: Notice of all meetings of members of the Corporation shall be given by mail to the address shown upon the books of the Corporation at least 10 (ten) days prior to the meeting. Such notice shall state the nature, time, place and purpose of the meeting.
- Section 4: It shall be necessary for at least 15 (fifteen) members to be in attendance at any meeting in order to constitute a quorum for the transaction of business at any meeting of the members duly called, unless a greater number shall be required by law or by the Articles of Incorporation. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Article 9 Board Meetings

- Section 1: The Board shall meet annually following the annual meeting of members and may meet at such or other times as may be determined by the Board, or upon call providing 2 (two) days' notice by the Chairman or any two members of the Board.
- Section 2: Any meeting of the Board of Directors may be held utilizing a means of communication of which all Directors have access thereto and are therefore able to participate. Participating in any meeting so conducted shall constitute presence at the meeting by all Directors participating thereto.
- Section 3: Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing to the proposed action and if such written consent is filed in the Corporation's official Minute Book containing the minutes of all meetings and proceedings of the Board of Directors. Any action so taken with the unanimous written consent of all members of the Board of Directors shall have the same force and effect as an action taken at a meeting of the Board of Directors by the unanimous vote of all Board members.
- Section 4: All votes required of directors may be by voice vote or show of hands unless a written ballot is requested, which may be made by any one director. Each Director shall have one vote. Every reference to a majority or other proportion of Directors shall refer to a majority of the 6 (six) elected Directors not including the Market Manager as an ex-officio member.

Article 10 Basis of Operation

- Section 1: The Corporation shall at all times be operated as a not for profit corporation for the mutual benefit of the membership.

Article 11 Duties of Members

- Section 1: (A) To assure that all products are being produced in Kansas. Any production facility of any product sold at Kansas Grown! Inc. farmers market will be open to inspection by a review committee of Kansas Grown! Inc.

(B) Producers are expected to participate in the markets and shall obey all the rules and regulations of the State, County, City and Corporation. Each member will be expected to promote the market and only sell quality products.

(C) Support and ex-officio members are encouraged to bring suggestions and ideas to the members.

Section 2:

(A) All members will provide a safe environment. There will be no sexual harassment, physical force, verbal or mental abuse, or other harmful experiences.

(B) There will be no use of alcohol, tobacco or any illegal substances or be under the influences thereof at any sponsored Kansas Grown! Inc. event.

(C) All members shall be required to complete and sign the Vendor Profile and Agreement Regarding Conditions of Membership Form and to be bound by the conditions of membership stated therein as well as the Operational Rules of Kansas Grown ! Inc.

Article 12 Reserved Stalls

Section 1:

Members who are eligible may obtain a reserved stall(s) for the Saturday Kansas Grown! Inc. Farmers Market at 21st and Ridge Road, Wichita, Kansas. There are a maximum of 86 (eighty-six) stalls available to be reserved.

Section 2:

Members who have attained 25 points and who have accumulated a minimum of 13 (thirteen) net attendance points the prior market season or have been granted a hardship exemption from the 13 (thirteen) net attendance point requirements are eligible to apply for a reserved stall(s). Members granted a hardship exemption shall not lose their seniority points for that year.

Section 3:

Eligibility to reserve a stall is based on a point system. Points are accumulated based on the Members seniority and attendance record for the previous market year. 3 (three) points are gained for each year a member has belonged to Kansas Grown ! Inc.. 1 (one) point will be obtained for each week the member attends the Kansas Grown! Inc. farmers market that the member holds a reserved stall or desires to obtain a reserved stall.

Section 4:

Members who had a reserved stall the previous year will, if eligible for a reserved stall, retain their stall(s) from the previous market year provided they had accumulated a minimum of 13 (thirteen) net attendance points the previous year or have been granted a hardship exemption from the 13 (thirteen) net attendance point requirement or if the Membership Committee is notified prior to the Spring Membership Meeting that a change is desired. Members who had 2 (two) reserved stalls the previous year may relinquish one of their stalls.

Section 5:

Reserved stall selection will occur each year at the spring Membership Meeting for those members with reserved stall eligibility and have the following options: reserve 1 (one) stall, reserve 2 (two) adjacent stalls or an adjacent stall if the member currently only has a single stall. Eligible members will have the opportunity to reserve a stall(s) from the available stalls and will make their selections based on the points gained. In the case of a tie then a lottery determines seniority. The Member or a representative for the Member must be present at the time of the selection.

Section 6:

Kansas Grown! Inc. members who have shared a reserved stall(s) as a Partnership or any other form and who wish to split into 2 (two) or more entities may:

(A) Split their membership, each member will then have only the amount of the membership points resulting by dividing the total eligible membership points by the number participating in the original membership arrangement.

(B) Each of the resulting entities have to reapply for a reserved stall based on their respective retained points.

Article 13 Membership Committee

- Section 1: A Membership Committee shall be responsible for reviewing applications for membership in Kansas Grown! Inc. so that a determination can be made to approve or deny an applicant's membership in Kansas Grown! Inc., to oversee the general policing of the operational Rules of Kansas Grown ! Inc. and to handle corrective actions as the need may arise.
- The Membership Committee or the Board of Directors of Kansas Grown! Inc. has the right to approve or deny an applicant's membership in Kansas Grown! Inc. at its sole discretion.
- Section 2: The committee shall consist of 6 (six) members who shall report to the Board of Directors. The nomination, election, eligibility and term of office shall be the same as provided for nomination and election of the Board of Directors.
- There is no limit to the number of consecutive terms a member may be re-elected to the Membership Committee. Notwithstanding, Membership Committee members shall serve at the pleasure of the Board of Directors of Kansas Grown! Inc..
- Section 3: The committee shall elect a Chairperson to preside over all meetings and a recording Secretary to record the minutes of all meetings. A copy of all meeting minutes shall be provided to the Chairperson.
- Section 4: All matters that are submitted to the committee for resolution shall be determined by majority vote.
- Section 5: In the event the committee is deadlocked or otherwise unable to reach a final vote, the question at issue will be forwarded to the Board of Directors for final decision at the Board of Directors sole discretion.
- Section 6: Any vacancy in the Membership Committee, other than from the expiration of a term of office shall be filled by appointment by the Board of Directors of Kansas Grown! Inc..
- Section 7: A majority of the Membership Committee shall constitute a quorum at any meeting of the Committee.
- Section 8: Members serving on the Membership Committee shall have their membership dues waived while serving on the committee.
- Section 9: In the event of a difference of opinion between the Membership Committee and the Board of Directors of Kansas Grown! Inc. the decision of the Board of Directors shall control.

Article 14 Grievance / Appeal Committee

- Section 1: A grievance is defined as a complaint that alleges a wrong doing, an inequity or injustice committed by a person, by Kansas Grown! Inc., any committee or representative thereof.
- Section 2: An appeal is defined as a request to overturn or reverse an action or decision made by Kansas Grown! Inc. or by any committee or representative thereof.
- Section 3: The procedure for making a formal written grievance or appeal shall be outlined in the Operational Rules of Kansas Grown! Inc..
- Section 4: The Grievance / Appeal Committee of Kansas Grown! Inc. shall be responsible for meeting when required for the purpose of determining the validity of all grievances and appeals brought to Kansas Grown! Inc., to determine the course of action to resolve said grievance or appeal and for presenting their recommendations to the Board of Directors of Kansas Grown! Inc. for final decision.
- Section 5: Members of Kansas Grown! Inc. are required to give written notice of any grievance or request an appeal and await the decision of the Grievance / Appeal process before any formal legal litigation is taken.

Section 6:

The Grievance / Appeal Committee of Kansas Grown! Inc. shall consist of 6 (six) members who have been members of Kansas Grown ! Inc. for a minimum of 2 (two) years and shall be selected as follows.

The presiding member shall be appointed by the Board of Directors of Kansas Grown! Inc. and shall be a non-voting member who shall be responsible for scheduling and conduction the meetings of the committee, clarifying for the voting members how the Bylaws, Operational Rules and other governing documents of Kansas Grown! Inc. applies to the situation before the committee as well as obtaining legal counsel on a needed basis.

There shall be 1 (one) voting member appointed by and representing the Board of Directors of Kansas Grown! Inc.. The appointment shall be made on a case per case basis when required.

There shall be 1 (one) voting member appointed by and representing the Membership Committee of Kansas Grown! Inc.. The appointment shall be made on a case per case basis when required.

There shall be 3 (three) voting members who shall represent the membership at large of Kansas Grown! Inc. and shall be appointed by the Board of Directors of Kansas Grown! Inc.. These appointments shall be made on an ad hoc and case per case basis as may be required.

Section 7:

Minutes of the meetings of the Grievance / Appeal meetings are to be recorded and provided to the Board of Directors of Kansas Grown! Inc..

Article 15 Indemnification

Section 1:

The Corporation shall indemnify any person as well as his or her heirs, estate and personal representatives against all expense, liability, costs, judgments and claims whatsoever incurred or sustained by any person by reason of the fact that he or she was an officer or director of this corporation to the maximum extent permitted by law and the Board of Directors may but shall not be required to purchase liability insurance to meet this expense.

Article 16 Sale or Transfer of Business

Section 1:

Membership privileges of Kansas Grown! Inc. members who sell or transfer their business to another entity are subject to the following rules.

(A) For any membership privileges to transfer from the seller or transferor to the buyer or transferee the Kansas Grown ! Inc. member who sells or transfers their business must have been an active member in good standing for a minimum of five years.

(B) The sale or transfer of a members business to a direct or blended family member may include their membership, total accumulated annual points and reserved stall if a reserved stall was held by the selling member.

1. Direct family members are defined as parents, spouses, children, Grand-children, son in-law or daughter in-law.

2. A blended family is defined as a family unit that results from the union of two people, both with a child or children from previous relationships.

(C) In the event a member's business is sold to another Kansas Grown! Inc. member, the seniority points of the seller do not transfer to the buyer.

A reserved stall(s) held by the seller may also transfer to the buyer only if the buyer prior to the sale held a reserved stall(s) in their own right

If as the result of one member of Kansas Grown! Inc. selling their business to another member of Kansas Grown! Inc. the buying member has the option of maintaining their original reserved stall(s) or transferring to the sellers reserved stall(s) whereupon the unutilized reserved stall(s) will be declared vacated and become unreserved stall(s).

(D) The sale of a members business to an outside party may include a guaranteed membership as well as a guaranteed non-reserved stall in at the Kansas Grown! Inc. market location(s). Accumulated points and the selling members reserved stall(s) do not transfer to the buyer with the sale of the business.

Article 17 Dissolution of Corporation

Section 1: Upon the dissolution of this corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of this corporation, dispose of all of the assets of this corporation exclusively for the purposes of this corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable and educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not disposed of shall be disposed of by the District Court in the County and State in which the principal office of this corporation is then located exclusively for such purposes or to such organization or organizations, as such Court shall determine, which are organized and operated exclusively for such purposes.

Article 18 Amendment

Section 1: These Bylaws may be amended by a vote of 2/3 (two-thirds) of the members present at any regular or special meeting of the Corporation. Notice of any amendment to be made at any regular or special meeting of the membership must be sent by mail to each current member at least 10 (ten) days before such meeting and must set forth the amendments to be considered.

**Adopted by Membership Vote November 13, 2023.
Replaces all previous versions of Kansas Grown! Inc. Bylaws.**