



**CITY OF BLOOMINGTON
parks and recreation**

AGENDA

City of Bloomington Board of Park Commissioners
Special Meeting, Thursday, January 9, 2019 4:00 – 5:30 p.m.

Council Chambers
401 N. Morton St.

CALL TO ORDER - ROLL CALL

A. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period (for topics not on the agenda)

C. OTHER BUSINESS

C-1. Review/Approval of 2020 Bloomington Community Farmers' Market staff recommendation (Becky Higgins)

Pending the outcome of agenda item C-1 the following agenda items may follow:

C-2. Review/Approval of Bloomington Community Farmers' Market 2020 contract materials (Marcia Veldman)

C-3. Review/Approval of 2020 Food and Beverage Artisans fees (Becky Higgins)

ADJOURNMENT



MAYOR'S STATEMENT

TO: Board of Park Commissioners
FROM: John Hamilton, Mayor, City of Bloomington, Indiana
DATE: January 9, 2020
SUBJECT: 2020 BLOOMINGTON COMMUNITY FARMERS' MARKET

During its 45 years of operation, the City-run Bloomington Community Farmers' Market has grown into a very important part of our local agriculture community, and also a thriving and vibrant part of Bloomington community life. The market encountered significant challenges in 2019, with the surfacing of deep, troubling issues of racism and white supremacy, and resultant tensions and lowered sales and attendance.

As Mayor, I have denounced the scourge of racism, decried the increase in bias incidents, and urged our community to continue our essential efforts to acknowledge and overcome the legacies of white supremacy every day. That painful struggle played out vividly in the market in 2019. I am proud that so many in the community, in varied ways, have stood up to embrace each other and the inclusive and welcoming values for which Bloomington stands, and to reject the bigotry and racism that some seek to nurture. I know we have not always agreed about every action taken in connection with the 2019 market, but I am confident this community shares deep values and goals to become more inclusive and to continue the work to overcome racism's painful legacies.

Indeed, as a community we have recently begun to identify a new, specific framework for confronting and addressing deep issues of race in a long-term, comprehensive way, with the Bridge Initiative and its report released late in 2019. This ongoing effort is meant to continue and build on decades of essential work in this community to address pervasive histories, legacies, and manifestations of racism.

The question facing the Parks Board is a specific one: whether to continue to operate or to terminate the public market after 45 years of operation. I urge that the Parks Board approve and support the continued operation of the Farmers' Market for the 2020 season, as a city program. We as an administration are proposing adjustments and changes to enhance the safety, success and inclusiveness of the market. We acknowledge that we have a great deal of work to do on the deeper struggle against racism in our community. And we acknowledge also that this is not the time or venue to determine who will be vendors at the 2020 market. That process will follow with staff in the weeks ahead. What is before the Parks Board at present are recommendations on how to continue the operations of the public market in 2020. We look forward to your continued, ongoing stewardship of this and all the assets and resources of our Parks and Recreation Department.

BACKGROUND:

One of the largest farmers' markets in Indiana, our City-run market plays a key role in the local food economy and our long-term sustainability. It provides direct income opportunity for more than 120 families of small farmers and artisans and generates economic activity in downtown Bloomington for many adjacent businesses. 91% of residents in the 2019 Community Survey rated the market as "excellent" or "good," and 70% called it an "essential" or "very important" city service. As part of its commitment to sustainability, the market helps thousands of residents access fresh, local food, with special programs supporting that access through WIC, the Senior Farmers' Market Nutrition Program, Plant a Row for the Hungry, the Farm to Family Fund, Farm Fresh Field Trips, MarketRx, and the Market Bucks program, which doubles a patron's SNAP benefits. Grant funding from the Bloomington Health Foundation will expand benefits for seniors and WIC recipients at the market and enhance awareness of the Market Bucks program in 2020.

Tension at the market in 2019 arose after the revelation of a multi-year vendor's association with white supremacist circles and ideology. After initial denials, the vendor in late July described her political views as "identitarian," a label associated with the American Identity Movement, a rebrand of the group Identity Evropa. That group was instrumental in organizing the deadly August 2017 Unite the Right rally in Charlottesville, and the "identitarian" label has been described by the Southern Poverty Law Center (SPLC) as "simply a cover for rampant racism and antisemitism."

The news that a vendor openly acknowledging affiliation with such a hate group participates in a major City-run weekly event alarmed many of us in the community. In early June, a petition to eject the vendor from the market garnered hundreds of signatures. A new local group launched, "No Space for Hate," whose members demonstrated around the market and organized a boycott of the vendor. By mid-July,

individuals and groups in support of the vendor such as the Three Percenters, a far-right militia movement that the SPLC describes as an “anti-government” group, started attending the market, as did individuals and groups opposing the presence of the vendor, including representatives of the anti-fascist movement Antifa. On July 29, a protestor who violated rules against signs in the market vending area was arrested.

Tensions seemed to rise each week. In light of information identifying risks of specific individuals with connections to past white nationalist violence, we suspended the market for two weeks in early August in the interest of public safety. The market reopened August 17 with enhanced programming, staffing, outreach and security measures. Protests and calls for a boycott of the vendor continued. A new group, the Purple Shirt Brigade, joined in demonstrations and activism. Several members of that group were arrested November 9 after they refused to discontinue disrupting the market vending area with demonstrations that violated market rules. The market continued operations through November, with no violence or injuries, albeit with continued tension and lower attendance and sales.

From June through December, the City sponsored multiple public forums to hear from the community and to examine legal avenues for making the market more inclusive and safe while respecting the free speech rights of all patrons and vendors. Members of the public thronged meetings of the Parks Board and the Farmers Market Advisory Council. Experts in constitutional law and in hate groups provided analysis and recommendations. The Advisory Council established a Broadening Inclusion subcommittee to recommend ways to make the market more inclusive. City staff consulted with leaders in government and law enforcement from around the country, and engaged the Community Justice and Mediation Center to convene advocates and vendors, and the Divided Community Project’s Bridge Initiative from The Ohio State University’s Moritz School of Law to forge a framework through which our community could continue to work together to address racism and discrimination. Open avenues to receive public input via email, an online comment form, letters, and social media have offered many residents the chance to weigh in with their views and suggestions.

This extensive public engagement has greatly informed the deliberations and recommendations for the future course of the market.

CITY ROLE:

The city administration gives voice to community values and works assiduously to put them into practice. This includes condemning white supremacy and racism anywhere in our city, including at the market, and doing all we can to make sure everyone in our community feels included and welcome, particularly individuals who through history have been excluded, marginalized or discriminated against, and who have borne and

bear unequal burdens. As I said in June: “I join the vast majority of Bloomingtonians in abhorring and unequivocally condemning the odious doctrine of white supremacy. We know how important speaking out against hate is these days, with events and statements in our country and around the world seeming to open the door for hateful ideologies.”

At the same time, the city must also respect the U.S. Constitution’s First Amendment protections, which prohibit government from using its coercive powers in response to the content of individual speech or belief, even those odious to our community. That protection creates stress and challenges when abhorrent views are protected in their expression.

The city administration can regulate conduct and can place non-content-based restrictions on speech (such as “time, place and manner” restrictions). We have done both in connection with the market, and will continue to do so, to sustain a vibrant, successful market, protect public safety, and support a welcoming and inclusive atmosphere, while respecting the civil rights of all our residents and visitors. Thus we have rules prohibiting political signs or demonstrations in the vending area -- regardless of the content of those signs or demonstrations -- and encourage them instead in “Information Alley” or other public spaces around the market. The administration investigates and responds as warranted to actions or conduct by any vendor or patron of the market that violate applicable laws or rules or standards of conduct.

RECOMMENDED PATH FORWARD:

Our community’s market operates on at least two levels. First, fundamentally, it is a market for farmers, where local growers and artisans can sell their goods, make a living and support a more sustainable local economy, and where patrons can access local, healthy food, including through special programs that facilitate food equity and access. This is how and why the market began 45 years ago, and it is the foundational reason for the market.

A second level of operation is as a community gathering place, a place where members of our community come together to create community, to meet and to share ideas and celebrations, to hear new music and taste new foods, to be a “great, good place” where civic muscles are exercised and strengthened, bonds created and nurtured, progress made.

The city can run a market for that first level -- connecting buyers and sellers to strengthen our community and help us be more sustainable. That is the origin of the market, and its foundation. As the vast majority of recent vendors wrote to me: “We don’t believe that the Bloomington Community Farmers’ Market, an institution with

much history, knowledge and resources, and that has done so much good, must be destroyed in order to break the current impasse.”

I agree, and would cite several critical factors counseling that the city should continue to run the market:

- Overwhelming support from the vendors of the market that they want the city to continue to run the market, for their livelihoods and for local sustainability
- The leadership of the winter market urges that the city continue to run the summer market
- Public comments from many interested patrons urge that the city continue the market
- Failing to run the market would likely work a serious hardship on many of the vendors and their families, given the difficulties of any non-public market replacing the scale and effectiveness of the current market

Numerous individuals and groups urge that the essential decision to be made is to remove the vendor in question from future markets, whether a public or non-public market. And that if a public market cannot legally remove such a vendor, then the market should be closed, to allow a non-public market to develop and operate in such a manner. For several reasons, we do not recommend this path:

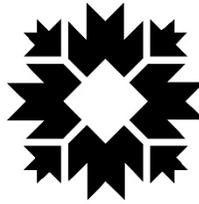
- Giving up public institutions and spaces because of challenges or social stress has a bad history -- for example cities that sought to close and privatize public pools rather than desegregate them as required by law -- and sets a bad precedent that puts public assets and activities at risk
- Deciding whether to continue the public market should be based on what is in the long-term interest of the city and all our residents, not a decision focused on any potential future specific vendors
- Any non-public market very likely would be unable to provide the range of access and equity supports so important to patrons (and vendors), including extensive civic programming and subsidy programs
- If some vendors or community members want to launch a new non-public market, the city would certainly welcome such discussions (one model is the independently run Winter Market, which began in 2005 at Harmony School, and continues to thrive at the new Switchyard Park pavilion)

The city can and should facilitate the second level of operation, to do all we can to assure the market is truly inclusive and welcoming as a civic space. We strive to assure that all members of our community, especially members who have been marginalized or discriminated against in our history, in fact perceive that to be the case. The market operates in the larger context of our community and world, where racism continues to be a real challenge, where state-mandated gun laws restrict our ability to protect our

own community, where larger political forces can aggravate tensions. We all have work to do on all these fronts, work that will demand energy and commitment from all our community members directly, far beyond the city administration.

At present, I urge the Parks Board to approve operating the market as a city program in 2020. This recommendation is accompanied by a number of proposed adjustments to promote the market's basic function of sustainable commerce and to preserve public safety, as well as to foster the spirit of inclusion essential to its being a "great, good place." As is more thoroughly described in the Parks staff report, these changes include an enhanced staff presence, refining the physical boundaries of the market, actively recruiting more vendors of color, and expanding the market's appeal for a diverse clientele through programming and entertainment. The recommendations include updates to governing documents, including the vendor application, contract, handbook, and rules of behavior at market. We will continue to protect free speech in a fair-handed, content-neutral way, while seeking to sustain a vibrant, safe, welcoming, and inclusive market.

In reopening the market last August, I said that "we must protect our civic spaces and our civic culture of inclusion and justice." I believe the market is indeed a civic space we must protect for our vendors, our patrons, and our community. And I believe that in doing so, we also can and must protect and enhance our civic culture of inclusion and justice. Your support for the recommendations and leadership of our outstanding Parks and Recreation staff is encouraged and most welcomed. Thank you for your steady and thoughtful stewardship of this community.



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-1
Date: 1/7/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Becky Higgins, Recreation Services Division Director
DATE: January 9, 2020
SUBJECT: 2020 BLOOMINGTON COMMUNITY FARMERS' MARKET

Recommendation

Staff recommends approval that the Bloomington Community Farmers' Market continue to be operated and managed by the City of Bloomington Parks and Recreation Department.

Background

Bloomington Community Farmers' Market:

*The Bloomington Community Farmers' Market has been managed by the City of Bloomington since it opened in 1975. The opening season had 23 farmers participate. The 2019 Market contracted with 125 small farmers and gardeners, 17 prepared food vendors and 87 artists.

*Since that time, it has remained true to its mission of being an attractive venue for people to come together to buy local produce and other farm product directly from those who produced them, thereby supporting small farmers and gardeners, securing a local food source and enriching the community.

*There has been a longstanding commitment to food security. We have worked to provide low income members of the community with access to fresh, local food at Market. Participation in the WIC and Senior Farmers' Market Nutrition Programs, and the acceptance of SNAP benefits (we were the first in the state to accept and then double benefits) are examples of programs operated to help meet that commitment.

*Plant a Row for the Hungry is a partnership with Hoosier Hills Food Bank and Mother Hubbard's Cupboard to encourage gardeners to grow extra for their friends and neighbors in need. Well over 400,000 pounds of fresh produce has been donated by farmers at the Market to the Hoosier Hills Food Bank since 2002.

*Over the years the Market has adapted to new needs such as adding Information Alley which demonstrates the Department's longstanding commitment to the Market serving as a place where issues can be openly discussed and explored, and the addition of Food and Beverage Artisans (formerly Prepared Food Vendors).

*City staff administer the Market, managing the budget, providing for the day to day operations, creating seasonal and cultural events, and scheduling food demonstrations, farm tours, live entertainment, and more to enhance the overall Market experience.

*The City has been dedicated to site enhancement and infrastructure care and maintenance with the B-Line Trail, Market Café enhancements and the canopies that help to protect vendors and customers from the elements.

* Over the years attendance grew annually and in 2018 the Market set a new attendance record with over 250,000 customer visits.

Bloomington Community Farmers' Market 2019:

*In 2019 the Market contracted with 125 small farmers and gardener, 17 Food and Beverage Artisans, and 87 artists.

*Three new programs were introduced: The Market worked with the Farm to Family Fund which purchased farm product at half price at the end of each Tuesday Market. That produce was then donated to Mother Hubbard's Cupboard. Farm Fresh Field trips were introduced. Ten organizations that worked with vulnerable populations brought participants to the Tuesday Market. The third new program in 2019 was the MarketRx program. A partnership with Volunteers in Medicine that provided clients in the diabetes program vouchers to be used at Market.

*Ongoing program and events were implemented such as apple tasting, tomato tasting, and soup tasting, Naturalist at Market, The Bloomington Volunteer Network's Volunteer Fair, and the Fiesta del Otoño.

*Protests began in June against a vendor with ties to white supremacy. As these protests grew City staff had to respond to help ensure public safety and that the primary mission of the Market, providing customers the opportunity to buy from farmers and food and beverage artisans to be fulfilled. During this time, security and safety concerns caused the City to close the Market for two weeks. When Market reopened with enhanced security, the atmosphere was different. The rest of the season was marked with controversy, protests, significant media attention, and other challenges. Extra City staff from several departments worked the Market each week as the City tried to respond to issues that changed on a daily basis.

*Total attendance dropped to 115,006 in 2019 and approximately six total vendors (both farm & food) relocated to a new location.

*Market staffing was increased along with added police presence, City staff support, and Market Ambassadors in an attempt to ensure safety and security of both Market vendors and customers as well as offer a welcoming atmosphere for all.

What We Learned

*Acknowledgement that members of our community did not feel welcome at Market.

*Better communication was needed in regards to expected behavior at Market. Market rules of behavior were evaluated, updated, and posted on-site and on-line. City staff were onsite working to ensure these rules were followed.

*Community input received from surveys, public forums, mediated meetings, emails, phone calls, and in person conversations. There were approximately 776 responses to the online City survey. Top results included:

-What people like about Market?

- local produce
- other farm products
- prepared food/baked goods
- social aspect

-What are the biggest concerns?

- the presence of white supremacy at Market and in the community
- concern for the financial and physical well-being of the other vendors
- safety of anyone at Market
- loss of a sense of community

-What actions do respondents want the City to take?

- remove SCF from the Market
- privatize the market
- enforce the rules we have about areas for protesting/political activity
- ban protest at the market

-How has sentiment about actions respondents want the City to take changed over time?

- Remove SCF and Privatize the Market were in the top 3 throughout the timeframe of the survey
- Increasing security/police presence was a much stronger request in July-Aug than in Sept-Dec.
- September saw the additional requests of diversity FMAC membership, a desire for facilitated discussion between disagreeing groups, a call for individual empowerment to boycott SCF, and a desire for a public condemnation of white supremacy by City leadership
- Two new recommendations in December were to keep the Market managed by the City, and move protesters further away from vendors.

Bloomington Community Farmers' Market 2020:

*Administration of Market

*Budget Management

*Organization and Data Collection

*Day to Day Operations

*Incorporating Community through Parks and other City Department events, entertainment

*Adapt to new needs such as Information Alley, Food and Beverage Artisans

*Maintain good working relationships with vendors

*Care and maintenance of site infrastructure

*Enforcement of rules

*Contract Management: Reviewed and updated documents which included the application, contract, handbook, and rules of behavior for Market.

*Staffing: 2 full time staff dedicated to work Market and a seasonal position dedicated to monitoring behavior and activities within Market.

*Marketing: Create a specific Farmers' Market marketing plan that includes additional signage for the Food and Beverage Artisans, event signage, and social media marketing.

*Safety & Security: Expand the boundaries of Market North of 8th Street. Safety and security for Market vendors, customers, and staff will always be first and foremost. We will work with BPD and Homeland Security to create a visually welcoming and safe site by adding additional limestone barricades and opening up streets around Market as permitted.

*Diversity & Inclusion: Creation of the Broadening Inclusion (Subcommittee of the Farmers' Market Advisory Council) will advise as we prioritize work to increase diversity through recruitment of minorities as vendors, membership in the FMAC, entertainment, and events at the Market. We will continue to work with the Community and Family Resources Department and other community groups such as boards, commissions, and councils that directly work with minority groups to assist in recruitment. We are committed to creating ways for vendors and customers to provide input (positive & negative) through both in person and online opportunities.

Bloomington Community Farmers' Market Budget

2019 Actuals:

Revenues: \$94,800

Direct Costs \$128,559 + Indirect Costs \$11,188 = Total Expense \$139,747

2020 Budget:

Projected Revenues: \$118,851

Projected Expenses: \$148,795 + Indirect \$4,700 = Total Expense \$153,495

Increased 2020 expenses: \$12,719 (salary to take FM Coordinator to full time)

\$16,000 (limestone blocks)

Every effort will be made to continue to keep fees affordable while meeting 100% cost recovery goals

RESPECTFULLY SUBMITTED,

Becky Higgins

Becky Higgins, Recreation Services Director

Farmers' Market Budget

2016								
Revenues	\$115,472							
	Farm Registration Fees	\$53,209						
	Prepared Food Vendor Fees	\$49,157						
	Farm Tours	\$4,555						
	Info Alley	\$5,390						
	T-shirts/ Totes	\$2,163						
	ATM Fees	\$698						
	Sponsorship	\$300						
Expenses	\$121,280.41		Actual total includes all expenses involved in market, both direct and indirect					
	\$98,473		Total includes only direct costs. This was used to formulate cost recovery of 117% in 2016					
	Salaries	\$86,145.82	includes full time staff salaries and benefits (Marcia 90%, Sarah 50%, Leslie 10%)					
	Part Time Salaries	\$7,923.46						
	Miscellaneous Expenses	\$8,744.92	includes supplies, uniforms, instruction, services, etc					
	Printing	\$2,556.59						
	Advertising	\$960.00						
	Water/Electricity	\$200.00						
	Rentals	\$1,303.50						
	Contractual	\$4,076.25						
	Cell Phone	\$494.92						
	Administration	\$4,689.00	front office staff support					

Farmers' Market Budget

2017							
Revenues	\$124,241						
	Farm Registration Fees	\$52,361.00					
	Prepared Food Vendor Fees	\$58,734.00					
	Farm Tours	\$4,350.00					
	Info Alley	\$5,840.00					
	T-shirts/ Totes	\$2,039.00					
	ATM Fees	\$917.00					
Expenses	\$129,273.37		Actual total includes all expenses involved in market, both direct and indirect				
	\$118,639		Total includes only direct costs. This was used to formulate cost recovery of 104% in 2017				
	Salaries	\$88,670.12	includes full time staff salaries and benefits (Marcia 90%, Sarah 50%, Leslie 10%)				
	Part Time Salaries	\$11,110.05					
	Miscellaneous Expenses	\$7,912.02	includes supplies, uniforms, instruction, services, etc				
	Printing	\$3,397.80					
	Advertising	\$1,275.00					
	Water/Electricity	\$200.00					
	Rentals	\$1,905.80					
	Contractual	\$4,337.50					
	Cell Phone	\$494.49					
	Administration	\$5,649.00	front office staff support				

Farmers' Market Budget

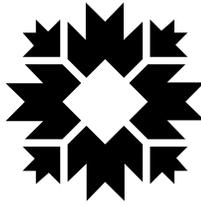
2018					
Revenues	\$121,461				
	Farm Registration Fees	\$51,009.00			
	Prepared Food Vendor Fees	\$57,708.00			
	Farm Tours	\$3,132.00			
	Info Alley	\$5,890.00			
	T-shirts/ Totes	\$2,113.00			
	ATM Fees	\$1,279.00			
	Purdue Pricing	\$330.00			
Expenses	\$159,769.58		Actual total includes all expenses involved in market, both direct and indirect		
	\$118,416		Total includes only direct costs. This was used to formulate cost recovery of 103% in 2018		
	Salaries	\$93,313.27	includes full time staff salaries and benefits (Marcia 90%, Sarah 50%, Leslie 10%)		
	Part Time Salaries	\$10,083.38			
	Miscellaneous Expenses	\$15,871.84	(\$8000 towards painting of shelters)		
	Printing	\$1,161.46			
	Advertising	\$1,275.00			
	Water/Electricity	\$200.00			
	Rentals	\$1,392.30			
	Contractual	\$4,791.86			
	Cell Phone	\$599.38			
	Administration	\$5,639.00	front office staff support		

Farmers' Market Budget

2019							
Revenues	\$94,800.00						
	Farm Registration Fees	\$39,492.91					
	Prepared Food Vendor Fees	\$46,509.00					
	Farm Tours	\$2,050.00					
	Info Alley	\$4,480.00					
	T-shirts/ Totes	\$1,567.09					
	Donations	\$101.00					
	Sponsorship	\$600.00					
Expenses	\$150,229.02	Actual total includes all expenses involved in market, both direct and indirect					
	\$138,999.77	Total includes only direct costs. This was used to formulate cost recovery of 75% in 2019.					
	Salaries	\$105,375.71		full time salaries and benefits (Marcia 90%, Sarah 50%, Leslie 10%)			
	Part Time Salaries	\$12,898.82					
	Miscellaneous Expenses	\$9,609.38		Includes: new bird spikes, ambassador shirts, stickers			
	Printing						
	Advertising	\$647.28					
	Water/Electricity	\$200.00					
	Contractual	\$4,127.52					
	Cell Phone	\$481.25					
	Services	\$2,454.50					
	Administration	\$6,425.00		front office staff support			

Farmers' Market Budget

2020									
Projected Revenues	\$118,851.00								
	Farm Registration Fees	\$54,651							
	Prepared Food Vendor Fees	\$52,000							
	Farm Tours	\$4,000							
	Info Alley	\$5,800							
	T-shirts/ Totes	\$1,500							
	ATM Fees	\$900							
Approved Expenses	\$124,776.00	Actual total includes all expenses involved in market, direct and indirect							
	\$120,076.00	Total includes only direct costs.							
	Salaries	\$74,303	full time salaries and benefits (Marcia 90%, Sarah 50%, Leslie 10%)						
	Part Time Salaries	\$20,368							
	Miscellaneous Expenses	\$9,700							
	Printing	\$2,115							
	Advertising	\$1,400							
	Water/Electricity	\$300							
	Contractual	\$5,220							
	Cell Phone	\$600							
	Services	\$6,070							
Increased Expenses	\$28,719.00								
	Additional Salary	\$12,719	Moving Coordinator to Full time 40 hours						
	Limestone Blocks	\$16,000	To replace temporary barricades on Showers Plaza						
Projected Expenses	\$153,495.00	Actual total includes all expenses involved in market, both direct and indirect							
	\$148,795.00	Total includes only direct costs.							



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-2
Date: 1-6-2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Marcia Veldman, Program Coordinator
DATE: **January 9, 2020**
SUBJECT: **FARM VENDOR CONTRACT, HANDBOOK AND EXHIBITS AND RULES OF BEHAVIOR**

Recommendation

Staff recommends approval of the farm vendor contract, handbook, exhibits and rules of behavior and recommends staff be authorized to make further final revisions as deemed necessary.

Background

The 2020 farm vendor contract, handbook and rules of behavior have been revised to address the challenges faced in 2019 as well as new opportunities. The most significant change in the contract was clarifying the process for adding vendors and stand assistants after the original application and contract have been approved. In the handbook the mission statement was updated with input from the Farmers' Market Advisory Council and the Broadening Inclusion Subcommittee. Additional changes are that Tuesday Market will be moving to the Switchyard Park and language was added to clarify expectations that vendors can have of the City and that the City has of vendors.

The space reservation meeting for farm vendors is on Monday, February 17 at 6 pm in the Council Chambers. Farm vendors intending to reserve a space are required to have an application, application fee, at least half the vending fee for the reserved space and contract on file at the time of the reservation. Application information for day stand vendors is due on Monday, March 16, 2020.

With regards to the Rules of Behavior for the Bloomington Community Farmers' Market, the boundaries of the Market are further clarified, as well as further defining activities that are disruptive to the Market. Additionally some existing rules that were not included previously on this document were added including information on pets and smoking in the Market.

These documents have all been reviewed and approved by the Farmers' Market Advisory Council. City Legal has approved them in draft form.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, reading "Marcia Veldman" with a decorative flourish at the end.

Marcia Veldman, Program Coordinator

Attachments: 2020 Farm Vendor Contract, Handbook, Exhibits and Rules of Behavior

PLEASE FILL OUT BOTH SIDES COMPLETELY

WORKING DRAFT

201920 Farm Vendor Application – Bloomington Community Farmers' Market

Please fill out both sides completely. Additional pages may be included if necessary.

Print or type all information clearly and submit **with application fee of \$20** (the application fee does not apply if all vendors on the contract are 16 years of age or younger) and **signed contract** to:

Sarah Mullin, Market Master
City of Bloomington Parks and Recreation Department
P.O. Box 848 Bloomington, IN 47402

Applications must be received by Monday, March 18, 201920. If vendor is reserving a space, application is due at the space reservation meeting on Monday, February 25, 201920. Checks should be payable to the City of Bloomington.

Vendor Information

Primary Vendor (one name only) _____

Additional Vendor(s): _____

Name of farm or business (if applicable) _____

Mailing address _____

City _____ Zip _____ County _____

Primary phone () _____ Secondary phone () _____

Email _____ Web site _____

Additional Email _____

Permission: Would you give the City permission to release your name, address, phone number, e-mail and other farm related information to be posted on the City website and given to people interested in contacting you? **Yes** **No**

List full legal names of any! Stand Assistants – Stand Assistants are helpers who are not qualified Market vendors, but who, as per the Contract, are allowed to assist vendor at Market. Only Stand Assistants listed on this application may assist at the Market, except as otherwise provided in the Farm Vendor Contract.

Production Location Information

List each location and products raised there (attach additional sheets, if needed, including all of the information below). If additional locations and/or products are added during the Market season, vendor must notify Market staff in writing and get approval prior to using land and/or selling additional products. You may list this location as "same as above" if applicable.

PLEASE FILL OUT BOTH SIDES COMPLETELY

WORKING DRAFT

1st Location: Address (or location description) _____

City _____ Zip _____ County _____

Size of area in production: _____ acres

List primary products you expect to raise at this location in 2019: _____

Owner of production location if different than primary vendor.

Name _____ Phone Number _____

Address _____

City _____ Zip _____ County _____

Land is rented _____ leased _____ other (explain) _____

For Office Purposes Only: Date Rcv'd: _____ Amount: _____ Paying For: _____ Initials: _____

2nd Location: Address (or location description) _____

City _____ Zip _____ County _____

Size of area in production: _____ acres

List primary products you expect to raise at this location in 2019: _____

Owner of production location if different than primary vendor.

Name _____ Phone Number _____

Address _____

City _____ Zip _____ County _____

Land is rented _____ leased _____ other (explain) _____

Greenhouses: Location (1, 2 or on additional sheet), size and number of greenhouses, hoop houses or high tunnels:

Animals: (For meat, dairy, egg, pet food and soap Vendors) Location (1, 2 or on additional sheet), number and type of animals you currently keep for Market purposes. **Note:** Egg Vendors are required to provide a copy of their State Egg Board license.

Collected/Gathered Items: Identify the location(s), if applicable, where items are collected or gathered and attach permission of property owner where gathered, if necessary. _____

PLEASE FILL OUT BOTH SIDES COMPLETELY

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Apiaries: List number of apiaries, by county, and total # of hives, on average, kept for Market vending purposes:

Tell us where you sell your farm products & the approximate % sold there. Ex: Bloomington Community Farmers' Market 50% plus Carmel Farmer's Market 50% = 100%

Location		Percent
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
		Total = 100%

Farm Tours: The Market organizes a summer and fall farm tour. Would you be interested in potentially hosting a farm tour?
Yes No

Senior Discount: In order to receive the Senior Discount, all vendors and stand assistants on contract need to be 60 years of age or older by the space reservation meeting on February 25, 2019 . Do you qualify? Yes No

Are you interested in receiving periodic Market vendor updates via email, in addition to the Market Beet? Yes No

Are you interested in being added to the weekly Market e-newsletter? Yes No Already receive it

~~This Agreement is effective upon approval of Market staff.~~ Notification of approval or denial of this application to sell at the Market will be issued to new vendors and declined applicants only.

Primary Vendor's Signature

Date

PLEASE FILL OUT BOTH SIDES COMPLETELY

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2020 Farm Vendor Application – Bloomington Community Farmers' Market

Please fill out both sides completely. Additional pages may be included if necessary.

Print or type all information clearly and submit **with application fee of \$20** (the application fee does not apply if all vendors on the contract are 16 years of age or younger) and **signed contract** to:

Sarah Mullin, Market Master
City of Bloomington Parks and Recreation Department
P.O. Box 848 Bloomington, IN 47402

Applications must be received by Monday, March , 2020. If vendor is reserving a space, application is due at the space reservation meeting on Monday, February , 2020. Checks should be payable to the City of Bloomington.

Vendor Information

Primary Vendor (one name only) _____

Additional Vendor(s): _____

Name of farm or business (if applicable) _____

Mailing address _____

City _____ Zip _____ County _____

Primary phone () _____ Secondary phone () _____

Email _____ Web site _____

Additional Email _____

Permission: Would you give the City permission to release your name, address, phone number, e-mail and other farm related information to be posted on the City website and given to people interested in contacting you? **Yes** **No**

List full legal names of all Stand Assistants – Stand Assistants are helpers who are not qualified Market vendors, but who, as per the Contract, are allowed to assist vendor at Market. Only Stand Assistants listed on this application may assist at the Market, except as otherwise provided in the Farm Vendor Contract.

Production Location Information

List each location and products raised there (attach additional sheets, if needed, including all of the information below). If additional locations and/or products are added during the Market season, vendor must notify Market staff in writing and get approval prior to using land and/or selling additional products. You may list this location as "same as above" if applicable.

PLEASE FILL OUT BOTH SIDES COMPLETELY

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1st Location: Address (or location description) _____

City _____ Zip _____ County _____

Size of area in production: _____ acres

List primary products you expect to raise at this location in 2019: _____

Owner of production location if different than primary vendor.

Name _____ Phone Number _____

Address _____

City _____ Zip _____ County _____

Land is rented _____ leased _____ other (explain) _____

For Office Purposes Only: Date Rcv'd: _____ Amount: _____ Paying For: _____ Initials: _____

2nd Location: Address (or location description) _____

City _____ Zip _____ County _____

Size of area in production: _____ acres

List primary products you expect to raise at this location in 2019: _____

Owner of production location if different than primary vendor.

Name _____ Phone Number _____

Address _____

City _____ Zip _____ County _____

Land is rented _____ leased _____ other (explain) _____

Greenhouses: Location (1, 2 or on additional sheet), size and number of greenhouses, hoop houses or high tunnels:

Animals: (For meat, dairy, egg, pet food and soap Vendors) Location (1, 2 or on additional sheet), number and type of animals you currently keep for Market purposes. **Note:** Egg Vendors are required to provide a copy of their State Egg Board license.

Collected/Gathered Items: Identify the location(s), if applicable, where items are collected or gathered and attach permission of property owner where gathered, if necessary. _____

PLEASE FILL OUT BOTH SIDES COMPLETELY

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Apiaries: List number of apiaries, by county, and total # of hives, on average, kept for Market vending purposes:

Tell us where you sell your farm products & the approximate % sold there. Ex: Bloomington Community Farmers' Market 50% plus Carmel Farmer's Market 50% = 100%

Location		Percent
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
	Total =	100%

Farm Tours: The Market organizes a summer and fall farm tour. Would you be interested in potentially hosting a farm tour?
Yes No

Senior Discount: In order to receive the Senior Discount, all vendors and stand assistants on contract need to be 60 years of age or older by the space reservation meeting on February 25, 2019 . Do you qualify? Yes No

Are you interested in receiving periodic Market vendor updates via email, in addition to the Market Beet? Yes No

Are you interested in being added to the weekly Market e-newsletter? Yes No Already receive it

Notification of approval or denial of this application to sell at the Market will be issued to new vendors and declined applicants only.

Primary Vendor's Signature

Date

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20~~19~~20 BLOOMINGTON COMMUNITY FARMERS' MARKET FARM VENDOR CONTRACT

In consideration for the privilege to participate in the 20~~20~~19 Bloomington Community Farmers' Market ("Market"), the City of Bloomington ("City"), and the undersigned Vendor(s) ("Vendor") agree to the following:

1. ADMINISTRATION

The Market is administered by the Parks and Recreation Department of the City ~~following in accordance with this contract (the "Contract") and the Bloomington Community Farmers' Market Farm Vendor Handbook.~~ The City selects and approves of Vendors, sets fees and determines Market policies and criteria for eligibility. The criteria ~~of~~for eligibility it considers while reviewing applications are: that the Vendor produces goods in compliance with the Farm Vendor Handbook guidelines for the categories of goods the Vendor offers for sale; that the Vendor has had a positive history with the Market without prior contract violations; that the Vendor's products complement the product balance at the Market, that the Vendor is committed to the general mission of the Market; and that it is ~~generally~~ in the best interest of the Market, the public and the City to select the Vendor for the Market. The Market Manager and Master review applications and have the discretion to select Vendors who meet the criteria ~~of~~for eligibility and whose products ~~most closely matches~~ the City's mission for the Farmers' Market ~~closest~~. Both also oversee the Market and have authority to assign vending space, settle disputes and disqualify or terminate vendors for violations of this Contract or Market regulations.

2. ELIGIBILITY OF VENDORS

Following are definitions used, in part, to determine an individual's eligibility to vend at the Market:

"Producer" is a person who is consistently involved with and participates substantially in the production, including aspects like planting, cultivating, harvesting, and raising, of permitted goods sold pursuant to this contract.

"Primary Vendor" is a person who is a producer, is the person who owns, leases, rents or otherwise controls the land on which goods sold pursuant to this contract are raised and is the person who controls points for the Vendors on this eContract. The designation of "Primary Vendor" is determined by the vendor name listed first on this eContract.

"Vendor" is a person who is a producer or immediate family member of the Primary Vendor, as defined in this eContract, and has signed this eContract.

"Immediate Family" is defined ~~in this contract to be as~~ a parent, child, spouse or domestic partner of the Primary Vendor.

"Stand Assistant" is a person who assists the Vendor at Market, but does not fulfill the definition of Vendor set forth in this eContract. Stand Assistants must be accompanied by a Vendor ~~under this contract~~ in each and every distinct stand rented by the Vendor at a given Market. Stand Assistants cannot earn points for selling at Market.

Only individuals who are named as Vendors or Stand Assistants in this eContract may sell at the Market. A Vendor and a Stand Assistant working with that Vendor may sell only goods produced on land controlled by the Primary Vendor or on land on which the Primary Vendor's immediate family is a producer. A Vendor may be a party to only one Market contract and may have only limited financial interest in any other Market contract.

Vendor and Stand Assistants must be listed by full legal name on this Contract and must sign this Contract. If a Vendor wants any individual not listed on this Contract to serve as a Vendor or Stand Assistant, the Vendor must let Market Staff know the name of the Vendor or Stand Assistant by no later than 5 PM on the Thursday before the Market day, except in the case of a documented emergency. Failure to do so will result in the newly identified Vendor or Stand Assistant not being permitted to work at the following Saturday or Tuesday Markets.

"Innovative Farm Arrangement" is a farm arrangement that does not fit within the above established definitions of producer, primary vendor and/or vendor, but is determined to be within the scope and

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mission of the Market at the discretion of the Market Manager and Master based, in part, on information provided in the Innovative Farm Arrangement application.

The Vendor agrees to abide by all applicable federal, state and local laws and ordinances, and agrees that the violation by the Vendor of such a law or ordinance may be deemed by the City to be a material breach of this contract.

3. OBLIGATION TO COMPLY WITH MARKET HANDBOOK AND APPLICATION

The ~~2019-20~~ Farm Vendor Handbook is hereby incorporated into this Contract herein by reference and is a part of this contract as fully as if it had been set forth herein. The ~~201920~~ Application completed by the selected and approved Vendor and the ~~Exhibits~~ for Value Added Foods (Exhibit A), Pet Foods (Exhibit B), Home Based Vendor Foods (Exhibit C), Aquaculture Foods (Exhibit D) and/or Shell Egg (Exhibit E) if applicable, are hereby incorporated herein into this Contract by reference and are made a part of this eContract as fully as if they had been set forth herein. ~~The Any~~ ~~201920~~ Innovative Farm Arrangement Application completed by the selected and approved Vendor is hereby incorporated herein into this Contract by reference and is made a part of this eContract as fully as if it had been set forth herein.

4. APPLICATION/AGREEMENT TO SELL

The Vendor must have completed in full and signed this eContract or be named in this eContract and have authorized another person to sign on his/her behalf and have paid all applicable rental fees by the deadline below before Vendor is allowed to sell any goods. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 along with the Application by ~~Monday, March 18, 2019~~, ~~20~~ Monday, March 16, 201920 or if the Vendor is reserving a space, at the time of the space reservation meeting on ~~Monday, February 25, 2019~~ Monday, February 17, 201920

~~.~~ Innovative Farm Arrangement applications are due to the same office by ~~Monday, February 4, 2019~~ Monday, February 3, 201920. In the event a Vendor does not have a signed eContract on file by date set forth, it is in the discretion of the Market Master and/or Market Manager to determine the Vendor's eligibility to sell. Points will not be awarded until the Vendor has submitted a signed eContract and a complete and approved application.

5. GIFT CERTIFICATE PROGRAM/SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PARTICIPATION

Vendors are encouraged to participate in the Farmers' Market Gift Certificate Program/Supplemental Nutrition Assistance Program (GCP/SNAP) organized by the City. Basic information on the GCP/SNAP is included on pages 15 and 16 of the Farm Vendor Handbook with more detailed information in the GCP/SNAP Farmer/Prepared Food Vendor Training Guide available from Market staff.

The primary vendor must indicate on the last page of this eContract whether or not he/she is participating in the (GCP/SNAP).

If the Vendor chooses to participate in the GCP/SNAP and is participating for the first time, Market staff will contact the Vendor to provide him/her with a GCP/SNAP Farmer/Prepared Food Vendor Training Guide and the City Vendor and EFT form to complete. If the Vendor has participated in the GCP/SNAP in previous years and accepted EFT payment, no further paperwork is necessary. If the Vendor chooses to participate in the GCP/SNAP, the Vendor agrees to attend a training or read the GCP/SNAP Farmer/Prepared Food Vendor Training Guide and abide by the rules established in the Training Guide. The Vendor understands he/she is responsible for Gift Certificates/Market Bucks from the time the Vendor receives them as payment until the time they are turned in for redemption.

6. CITY'S REMEDIES FOR BREACH; APPEAL

a) Violation of any material provision of this Contract ~~or the Farm Vendor Handbook~~ is a material breach and considered a default by the Vendor. Upon notice by the City to the Vendor of the occurrence of a breach or default ~~during Market hours~~, and the Vendor's failure to correct the breach within a reasonable period of time ~~at the Market, if the Vendor is in the Market at the time~~, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate may not only subject the Vendor to immediate termination of this Contract, but may also subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass. If a breach or default is deemed not correctible and/or serious enough to merit immediate action, the Vendor may be subject to immediate termination of this Contract.

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b) If the City has reason to believe that a Vendor did not produce the goods he/she is selling at the Market, or that other conditions exist that may constitute a violation of this Contract or adversely impact the health or safety of Market patrons or City employees, the City reserves the right to conduct an investigation which may include an unannounced inspection at the Vendor’s property. The undersigned Vendor hereby authorizes the City to conduct such investigation and inspection. The Vendor also agrees to provide the City such opportunities as ~~the~~ the City deems necessary to view and obtain copies of the Vendor’s records related to the goods sold at Market. If the City determines, after investigation, that there is a reasonable likelihood that the Vendor did not produce the goods he/she offered for sale at the Market or has otherwise violated this Contract, the City may, in its sole discretion, declare a material breach.

c) Upon occurrence of a material breach of this Contract, the City reserves the right to declare this Contract terminated, by so stating in a written notice to the Vendor, and to retain, as liquidated damages and not as a penalty, any rental fees prepaid by the Vendor.

d) The City has the right to make ~~regulations~~ sules regarding the Market and determine whether Vendors are in compliance with its ~~regulations~~ sules. Vendors who are dissatisfied with a City decision to terminate a contract may appeal it in writing to the Advisory Council within ten days of receipt of notice of the decision, and may appeal the Advisory Council’s decision in writing to the Board of Park Commissioners within ten days of receipt of the Advisory Council decision. The decision of the Board of Park Commissioners is final.

7. LAW AND VENUE

This Agreement shall be interpreted and construed according to the laws of the State of Indiana and venue of any dispute shall be Monroe County Circuit Court, Indiana.

8. COVENANT NOT TO SUE

The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Agreement. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

9. SEVERABILITY AND WAIVER

In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party’s right to demand later compliance with the same or other provisions of this Agreement.

10. LIABILITY AND INDEMNIFICATION

The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices. The Vendor hereby agrees to indemnify, defend and hold harmless, ~~release, waive and forever discharge~~ the City of Bloomington, Indiana, its employees, agents and officers, including and the members of the Farmers’ Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages (“Claims”) for all bodily and personal injuries, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses, including but not limited to reasonable attorney fees and court costs, which may ~~occur~~ arise as a result of the Vendor’s participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers’ Market Advisory Council or Board of Parks Commissioners.

11. NOTICES

Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: Marcia Veldman.
City of Bloomington, P.O. Box 100

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Bloomington, IN 47402,

Primary Vendor - Initial one:

Vendor chooses to participate in the GCP/SNAP and agrees to abide by the rules set forth in the Training Guide _____

Vendor chooses NOT to participate in the GCP/SNAP _____

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This Contract is effective upon signature by Vendors, Stand Assistants and the Corporation Counsel and is valid only for the 20~~19~~20 Market Season, terminating at the close of the Market on November ~~30~~28, 20~~19~~20.

~~Primary~~ Vendor's Printed Name

Primary Vendor's Signature
Market Registrant

Date

Vendor's Printed Name

Vendor's Signature
Market Registrant

Date

Vendor's Printed Name

Vendor's Signature
Market Registrant

Date

Vendor's Printed Name

Vendor's Signature
Market Registrant

Date

Vendor's Printed Name

Vendor's Signature
Market Registrant

Date

Vendor's Printed Name

Vendor's Signature
Market Registrant

Date

Vendor's Printed Name

Vendor's Signature
Market Registrant

Date

Vendor's Printed Name

Vendor's Signature
Market Registrant

Date

Vendor's Printed Name

Vendor's Signature
Market Registrant

Date

Vendor's Printed Name

Vendor's Signature
Market Registrant

Date

Signature of parent or guardian
if Vendor is age 18 or younger

Date

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2020 BLOOMINGTON COMMUNITY FARMERS' MARKET FARM VENDOR CONTRACT

In consideration for the privilege to participate in the 2020 Bloomington Community Farmers' Market ("Market"), the City of Bloomington ("City"), and the undersigned Vendor(s) ("Vendor") agree to the following:

1. ADMINISTRATION

The Market is administered by the Parks and Recreation Department of the City in accordance with this contract (the "Contract"). The City selects and approves of Vendors, sets fees and determines Market policies and criteria for eligibility. The criteria for eligibility it considers while reviewing applications are: that the Vendor produces goods in compliance with the Farm Vendor Handbook guidelines for the categories of goods the Vendor offers for sale; that the Vendor has had a positive history with the Market without prior contract violations; that the Vendor's products complement the product balance at the Market, that the Vendor is committed to the general mission of the Market; and that it is in the best interest of the Market, the public and the City to select the Vendor for the Market. The Market Manager and Master review applications and have the discretion to select Vendors who meet the criteria for eligibility and whose products most closely match the City's mission for the Farmers' Market. Both also oversee the Market and have authority to assign vending space, settle disputes and disqualify or terminate vendors for violations of this Contract or Market regulations.

2. ELIGIBILITY OF VENDORS

Following are definitions used, in part, to determine an individual's eligibility to vend at the Market:

"Producer" is a person who is consistently involved with and participates substantially in the production, including aspects like planting, cultivating, harvesting, and raising, of permitted goods sold pursuant to this contract.

"Primary Vendor" is a person who is a producer, is the person who owns, leases, rents or otherwise controls the land on which goods sold pursuant to this contract are raised and is the person who controls points for the Vendors on this Contract. The designation of "Primary Vendor" is determined by the vendor name listed first on this Contract.

"Vendor" is a person who is a producer or immediate family member of the Primary Vendor, as defined in this Contract, and has signed this Contract.

"Immediate Family" is defined as a parent, child, spouse or domestic partner of the Primary Vendor.

"Stand Assistant" is a person who assists the Vendor at Market, but does not fulfill the definition of Vendor set forth in this Contract. Stand Assistants must be accompanied by a Vendor in each and every distinct stand rented by the Vendor at a given Market. Stand Assistants cannot earn points for selling at Market.

Only individuals who are named as Vendors or Stand Assistants in this Contract may sell at the Market. A Vendor and a Stand Assistant working with that Vendor may sell only goods produced on land controlled by the Primary Vendor or on land on which the Primary Vendor's immediate family is a producer. A Vendor may be a party to only one Market contract and may have only limited financial interest in any other Market contract.

Vendor and Stand Assistants must be listed by full legal name on this Contract and must sign this Contract. If a Vendor wants any individual not listed on this Contract to serve as a Vendor or Stand Assistant, the Vendor must let Market Staff know the name of the Vendor or Stand Assistant by no later than 5 PM on the Thursday before the Market day, except in the case of a documented emergency. Failure to do so will result in the newly identified Vendor or Stand Assistant not being permitted to work at the following Saturday or Tuesday Markets.

"Innovative Farm Arrangement" is a farm arrangement that does not fit within the above established definitions of producer, primary vendor and/or vendor, but is determined to be within the scope and mission of the Market at the discretion of the Market Manager and Master based, in part, on information provided in the Innovative Farm Arrangement application.

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The Vendor agrees to abide by all applicable federal, state and local laws and ordinances, and agrees that the violation by the Vendor of such a law or ordinance may be deemed by the City to be a material breach of this contract.

3. OBLIGATION TO COMPLY WITH MARKET HANDBOOK AND APPLICATION

The 2020 Farm Vendor Handbook is hereby incorporated into this Contract by reference and is a part of this contract as fully as if it had been set forth herein. The 2020 Application completed by the selected and approved Vendor and the exhibits for Value Added Foods (Exhibit A), Pet Foods (Exhibit B), Home Based Vendor Foods (Exhibit C), Aquaculture Foods (Exhibit D) and/or Shell Egg (Exhibit E) if applicable, are hereby incorporated into this Contract by reference and are made a part of this Contract as fully as if they had been set forth herein. Any 2020 Innovative Farm Arrangement Application completed by the selected and approved Vendor is hereby incorporated into this Contract by reference and is made a part of this Contract as fully as if it had been set forth herein.

4. APPLICATION/AGREEMENT TO SELL

The Vendor must have completed in full and signed this Contract or be named in this Contract and have authorized another person to sign on his/her behalf and have paid all applicable rental fees by the deadline below before Vendor is allowed to sell any goods. Contracts must be signed and returned to the Parks and Recreation office at 401 North Morton Street, Suite 250 along with the Application by Monday, March 16, 2020 or if the Vendor is reserving a space, at the time of the space reservation meeting on Monday, February 17, 2020

_. Innovative Farm Arrangement applications are due to the same office by Monday, February 3, 2020 . In the event a Vendor does not have a signed Contract on file by date set forth, it is in the discretion of the Market Master and/or Market Manager to determine the Vendor's eligibility to sell. Points will not be awarded until the Vendor has submitted a signed Contract and a complete and approved application.

5. GIFT CERTIFICATE PROGRAM/SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM PARTICIPATION

Vendors are encouraged to participate in the Farmers' Market Gift Certificate Program/Supplemental Nutrition Assistance Program (GCP/SNAP) organized by the City. Basic information on the GCP/SNAP is included on pages 15 and 16 of the Farm Vendor Handbook with more detailed information in the GCP/SNAP Farmer/Prepared Food Vendor Training Guide available from Market staff.

The primary vendor must indicate on the last page of this Contract whether or not he/she is participating in the (GCP/SNAP).

If the Vendor chooses to participate in the GCP/SNAP and is participating for the first time, Market staff will contact the Vendor to provide him/her with a GCP/SNAP Farmer/Prepared Food Vendor Training Guide and the City Vendor and EFT form to complete. If the Vendor has participated in the GCP/SNAP in previous years and accepted EFT payment, no further paperwork is necessary. If the Vendor chooses to participate in the GCP/SNAP, the Vendor agrees to attend a training or read the GCP/SNAP Farmer/Prepared Food Vendor Training Guide and abide by the rules established in the Training Guide. The Vendor understands he/she is responsible for Gift Certificates/Market Bucks from the time the Vendor receives them as payment until the time they are turned in for redemption.

6. CITY'S REMEDIES FOR BREACH; APPEAL

a) Violation of any material provision of this Contract is a material breach and considered a default by the Vendor. Upon notice by the City to the Vendor of the occurrence of a breach or default, and the Vendor's failure to correct the breach within a reasonable period of time, if the Vendor is in the Market at the time, the Vendor agrees to remove personal equipment, clean the area, and vacate the Market premises. Failure to vacate may not only subject the Vendor to immediate termination of this Contract, but may also subject the Vendor to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass. If a breach or default is deemed not correctible and/or serious enough to merit immediate action, the Vendor may be subject to immediate termination of this Contract.

b) If the City has reason to believe that a Vendor did not produce the goods he/she is selling at the Market, or that other conditions exist that may constitute a violation of this Contract or adversely impact the health or safety of Market patrons or City employees, the City reserves the right to conduct an investigation which may include an unannounced inspection at the Vendor's property. The undersigned Vendor hereby authorizes the City to conduct such investigation and inspection. The Vendor also agrees to provide the City such opportunities as the City deems necessary to view and obtain copies of the

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Vendor’s records related to the goods sold at Market. If the City determines, after investigation, that there is a reasonable likelihood that the Vendor did not produce the goods he/she offered for sale at the Market or has otherwise violated this Contract, the City may, in its sole discretion, declare a material breach.

c) Upon occurrence of a material breach of this Contract, the City reserves the right to declare this Contract terminated, by so stating in a written notice to the Vendor, and to retain, as liquidated damages and not as a penalty, any rental fees prepaid by the Vendor.

d) The City has the right to make rules regarding the Market and determine whether Vendors are in compliance with its rules. Vendors who are dissatisfied with a City decision to terminate a contract may appeal it in writing to the Advisory Council within ten days of receipt of notice of the decision, and may appeal the Advisory Council’s decision in writing to the Board of Park Commissioners within ten days of receipt of the Advisory Council decision. The decision of the Board of Park Commissioners is final.

7. LAW AND VENUE

This Agreement shall be interpreted and construed according to the laws of the State of Indiana and venue of any dispute shall be Monroe County Circuit Court, Indiana.

8. COVENANT NOT TO SUE

The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Agreement. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Agreement.

9. SEVERABILITY AND WAIVER

In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party’s right to demand later compliance with the same or other provisions of this Agreement.

10. LIABILITY AND INDEMNIFICATION

The Vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. The Vendor is solely responsible for damages or personal injury resulting from the use of umbrellas and other weather protection devices. The Vendor hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers’ Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages (“Claims”) , including but not limited to attorney fees and court costs, which may arise as a result of the Vendor’s participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers’ Market Advisory Council or Board of Parks Commissioners.

11. NOTICES

Any notice required by this Agreement shall be made in writing to the addresses specified below:

Parks: Parks and Recreation Department
ATTN: Marcia Veldman.
City of Bloomington, P.O. Box 100
Bloomington, IN 47402,

Primary Vendor - Initial one:

Vendor chooses to participate in the GCP/SNAP and agrees to abide by the rules set forth in the Training Guide _____

Vendor chooses NOT to participate in the GCP/SNAP _____

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This Contract is effective upon signature by Vendors, Stand Assistants and the Corporation Counsel and is valid only for the 2020 Market Season, terminating at the close of the Market on November 28, 2020.

_____ Vendor's Printed Name	_____ Primary Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
--------------------------------	--	---------------

_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
--------------------------------	--	---------------

_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
--------------------------------	--	---------------

_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
--------------------------------	--	---------------

_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
--------------------------------	--	---------------

_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
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_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
--------------------------------	--	---------------

_____ Vendor's Printed Name	_____ Vendor's Signature Market Registrant	_____ Date
--------------------------------	--	---------------

_____ Signature of parent or guardian if Vendor is age 18 or younger	_____ Date
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_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
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_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date
_____ Stand Assistant's Printed Name	_____ Stand Assistant's Signature	_____ Date

Signature of parent or guardian _____
if Stand Assistant is age 18 or younger Date

Philippa M. Guthrie, Corporation Counsel

Date

Les Coyne, President Date
Board of Park Commissioners

Paula McDevitt, Parks Administrator

Date

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(Cover)
2020 FARM VENDOR HANDBOOK
(BCFM logo)

Farm Vendor Handbook

With Market Information & Guidelines

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Part 1. Introduction

A. Our History

The Market began on July 26, 1975 in Third Street Park with 23 vendors and continued there until it outgrew the location in 1982. At that time it moved to the Courthouse Square, where it remained until the renovation of the Courthouse necessitated its move in 1984 to the parking lot at Sixth and Lincoln.

In 1998, its 24th season, the Market moved to a permanent location at Showers Common, a covered site designed specifically to house the Market. In 1999 the Tuesday Market opened on the Showers Plaza, in 2008 it moved to Sixth and Madison Streets and in 2020 it moved to the Switchyard Park.. The Holiday Market was introduced in 2003 on the Saturday after Thanksgiving. The November Market began in 2004 to extend the Saturday Market season. In 2005 the Market season was further expanded to open a month earlier, in April.

Through its 46 years in existence, the Market has enriched the life of the community by providing a place for residents and visitors to come together in a festive atmosphere, to buy artisanal food, local produce and other farm products from those who produce them, to listen to music, meet friends and enjoy a relaxing time in beautiful surroundings.

B. ~~Bloomington Community Farmers' Market--Our~~ Mission

~~The City of Bloomington Parks and Recreation Department strives to provide the Bloomington Community Farmers' Market with an attractive venue for people to come together to buy local produce and other farm products directly from those who produce them, thereby supporting small farmers and gardeners, securing a local food source and enriching the community.~~

The Bloomington Community Farmers' Market mission is:

- To strengthen our local agriculture and food community by serving as a venue to nurture the direct, positive relationships between farmers, food and beverage artisans and customers.
- To promote a safe and welcoming environment for all while enhancing and reflecting the City of Bloomington's diversity and encouraging multicultural awareness.
- To promote and improve food justice by implementing programs to increase access to Market product by low income populations, and
- To improve local food security and community sustainability by fostering a resilient food supply.

C. Market Contact Information

Marcia Veldman, Market Manager
City of Bloomington Parks and Recreation Department
401 N. Morton St., Suite 250
Bloomington, IN 47404
Office: (812) 349-3738
Fax: (812) 349-3705
Email: veldmanm@bloomington.in.gov

Sarah Mullin, Market Master
Office: (812) 349-3704
Email: mullins@bloomington.in.gov

Market day cell: (812) 327-7034

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For more information on the Bloomington Community Farmers' Market including: special events, weekly entertainment and farm vendor contracts, email: farmersmarket@bloomington.in.gov or visit bloomington.in.gov/farmersmarket.

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D. Market Seasons and Sites

April Market—The April Market opens for the 2020 season on Saturday, April 4 and continues each Saturday through April 25 from 8 a.m. until 1 p.m. The April Market takes place at Showers Common, located at 401 N. Morton St. south of City Hall.

May–October Market—The 2020 peak season opens Saturday, May 2 at 8 a.m. and continues each Saturday through October 31. Hours are from 8 a.m. until 1 p.m. from May through September and 9 a.m. until 1 p.m. during October. The Market takes place at Showers Common.

Tuesday Market—The Tuesday Market opens on Tuesday, June 2 and continues each Tuesday through September 29. Hours are from 4 until 8 p.m. The Tuesday Market takes place at the Switchyard Park Pavilion at 1601 S. Rogers Street.

November Market—The November Market is held the first three Saturdays in November from 9 a.m. until 1 p.m. The November Market takes place at Showers Common.

Holiday Market—The Holiday Market takes place at Showers Common on Saturday, November 28 from 10 a.m. until 3 p.m.

E. Farmers' Market Advisory Council Welcomes You

The Farmers' Market Advisory Council consists of eleven members representing Market vendors and customers. The Council acts in an advisory capacity to the Board of Park Commissioners and Park staff on policy matters relating to the Farmers' Market. Six Market vendors serve on the Farmers' Market Advisory Council. Contact the Advisory Council members via email through the Market website, or through the Farmers' Market staff. Members of the public are always welcome to attend Advisory Council meetings. Meetings are usually held at 5:30 p.m. on the third Monday of each month in the Parks Conference Room, Suite 250 of City Hall. It is advisable to check with Market staff prior to each month's meeting in case there has been a change.

F. Market Beet Newsletter

The Market Beet, the newsletter of the Bloomington Community Farmers' Market, keeps Market vendors informed of issues, ideas and events important to vending at the Market and is published as needed. Vendors are added to the Market Beet mailing list upon approval of an application and contract. Any vendor wishing to include something in the Market Beet should inform Market staff.

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Part II. Who Can Sell, What Can Be Sold?

A. Who Can Sell?

Vendors selected and approved to sell at Market must reside in Indiana and are expected to be consistently involved with and participate substantially in the production, including aspects like planting, cultivating, harvesting, and raising of goods permitted for sale at the Market. The ELIGIBILITY OF VENDORS section of the contract provides definitions to determine eligibility to vend. [The primary](#) mission of the Market is to support small farmers and these definitions provide clarification as to who is a small farmer.

Vendors who wish to sell at the Farmers' Market in 2020 are required to go through the application and selection process and to submit a complete Farm Vendor Application and Contract and the accompanying \$20 fee to the Parks and Recreation office by Monday, March 16, 2020, or if the vendor wants to reserve a space these materials are due at the space reservation meeting on Monday, February 17, 2020. The application fee does not apply if all vendors on the contract are 16 years of age or younger. The information on these documents is public record. Notification of acceptance of the application will be issued to new vendors and declined applicants only.

Food and Beverage Artisans and art and craft vendors sell in distinct areas of the Market. See pages 17–18 for more information.

B. What Can Be Sold?

The Bloomington Community Farmers' Market provides a venue for selected producers to sell what they raise directly to the public. The Market staff reserves the right to verify that all goods are produced in Indiana by the vendor. Vendors should contact the Market Manager or Master (at Market or via contact information on page 1) if there is reason to believe that a vendor is not producing the product he/she is selling at Market. Market staff will appraise the situation and determine the best course of action. Vendors must display legible price markers for goods offered for sale. All displayed product must be for sale, unless the item is a part of display materials. [Vendors may only display signs, information and/or items at their stands that promote the products they are selling or that are directly related to their business.](#)

GOODS PERMITTED FOR SALE

The following categories of products are permitted for sale: 1. Unprocessed Farm Products, 2. Plants, 3. Value-Added Foods, 4. Home-Based Vendor Foods, 5. Crafted Non-Food Farm Products, 6. Crafts, 7. Grown/Raised and Prepared at Market by Vendor, 8. Pet Foods, and 9. Aquaculture Foods.

In addition to distinct requirements for each category of product, the following considerations apply to all products sold at Market:

1) The following non-native plant species are locally invasive horticultural plants. These plants, all their hybrids, cultivars, and varieties, in addition to all plants listed in the Indiana Invasive Species Council plant list found here: www.bit.ly/invasivelist, and any material produced by them are not permitted for sale at Market.

Trees: Norway maple (*Acer platanoides*), sawtooth oak (*Quercus acutissima*), Siberian elm (*Ulmus pumila*), and Callery pear (*Pyrus calleryana*)*

*some of the many cultivars of Callery pear include Bradford pear, Aristocrat, Cleveland Select, and Chanticleer.

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Shrubs: Japanese barberry (*Berberis thunbergii*), autumn olive (*Eleagnus umbellata*), Russian olive (*Eleagnus angustifolia*), glossy buckthorn (*Frangula alnus* or *Rhamnus frangula*), common buckthorn (*Rhamnus cathartica*), privet (*Ligustrum obtusifolium* and *L. vulgare*), burning bush (*Euonymus alatus*), wineberry (*Rubus phoenicolasius*), and sericea lespedeza (*Lespedeza cuneata*).

Grasses: reed canary grass (*Phalaris arundinacea*), Phragmites (*Phragmites australis*), and Chinese maiden grass (*Miscanthus sinensis*).

Flowers: crown vetch (*Coronilla varia*), dame's rocket (*Hesperis matronalis*), Japanese knotweed (*Reynoutria japonica* or *Polygonum cuspidatum*), multiflora rose (*Rosa multiflora*), and purple loosestrife (*Lythrum salicaria*).

Vines: oriental bittersweet (*Celastrus orbiculatus*), Japanese hops (*Humulus japonica*), English ivy (*Hedera helix*), periwinkle (*Vinca minor*), wintercreeper (*Euonymus fortunei*), and moneywort or creeping Jenny (*Lysimachia nummularia*).

2) Product that is collected on public or private lands will be closely monitored. If collecting is done on public land, vendor must obtain all necessary permits. Collecting shall be done in a way that does not diminish the propagation of the resource. No threatened or endangered plants are permitted for sale.

3) Vendors wishing to sell cultivated fruits, vegetables or nuts, from perennial plants acquired at or near maturity that require ongoing care, must seek permission from the Market Manager. Permission will be granted or denied based on a variety of factors, including vendor's demonstration of a long-term commitment and Market staff's ability to independently verify vendor's activities.

4) Citations to guidelines regulated by entities other than the City of Bloomington are for reference purposes only and do not relieve the vendor from knowing the underlying provisions.

1. Unprocessed Farm Products

Unprocessed Farm Products are farm products that are not processed beyond harvesting, cleaning, drying and packaging. These products include: whole, uncut fruits and vegetables, herbs, nuts, cut flowers, seeds, whole grains, cultured mushrooms, wild collected mushrooms,* eggs,** and non-food animal products and plant material.***

Sprouts (generally defined as seeds germinated in water and both seed and sprout are eaten) and pokeweed, or other potentially hazardous, unprocessed farm products, are not permitted for sale. Microgreens and shoots (generally defined as young plants raised in a growing medium with the seed not being intended for consumption) are permitted for sale.

Community Supported Agriculture (CSA) boxed shares, which are sold in advance to subscribers, may be sold and/or distributed from vendor stalls, but may only contain Market-eligible items produced by that vendor.

*Only the following wild-collected mushrooms are eligible for sale: Black Morel (*Morchella angusticeps*), Yellow, Grey, or Sponge Morel (*Morchella esculentoides*), Oyster (*Pleurotus ostreatus*), Smooth Chanterelle (*Cantharellus lateritius*), Common Chanterelle (*Cantharellus cibarius*), Peach Chanterelle (*Cantharellus persicinus*), Chicken of the Woods (*Laetiporus sulphureus*, *Laetiporus cincinnatus*), Hen of the Woods (*Grifola frondosa*), Hedgehog (*Hydnum repandum*), and Lion's Mane (*Herinum erinaceus*). In order to sell these mushrooms, vendor must give prior notice to the Market Master. Mushrooms must be inspected prior to sale by a qualified inspector chosen by the City of Bloomington at a cost to the vendor of \$5 per day on which mushrooms are inspected.

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**If selling eggs, they must be kept at 41 degrees or less, and used egg cartons may only be used if relabeled with vendor's name, address, pack date, expiration date and grade. Eggs on display at temperatures above 41 degrees must be labeled "For Display Only" and may not be sold. If selling chicken eggs, vendor must obtain a current egg vendor license issued by the State Egg Board. Contact information is on page 20 in the "Vendor Resources" section. If selling shell eggs, not from chickens, vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department and have an initialed Shell Egg Exhibit attached to the Contract on file.

***If selling compost, the vendor must comply with the National Organic Program standards for composting plant and animal materials found here: www.bit.ly/NOPcompost. The vendor must keep thorough records of all components and processes.

2. Plants

Plants (potted in soil blocks and bare-root) are permitted for sale with the following considerations:

1) For Annual Plants and Herb Plants (Annuals/Perennials):

- Must be grown by the vendor from seeds, cuttings or plugs.
- Purchased plant materials, other than seeds, must be grown on the vendor's premises for at least six weeks before they can be offered for sale at Market.

2) For Nursery Stock: Woody Stock, Houseplants and Perennials:

- Must be grown by the vendor from purchased seeds, seedlings, cuttings or stock, or from seeds, transplants or cuttings raised or taken by the vendor.
- Purchased plant materials, other than seeds, must be grown on the vendor's premises for at least eight weeks before they can be offered for sale at Market.

3) All containers must be utilitarian and not decorative.

4) Vendors selling any perennial plants should contact the Department of Natural Resources, Entomology Division to determine licensing and inspection needs. Contact information is on page 20 in the "Vendor Resources" section.

3. Value-Added Foods

Value-Added Foods are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility. Value-Added Foods contain a significant portion of vendor-grown/raised/collected product. Vendor must have an initialed Value-Added Foods Exhibit attached to the Contract on file and provide documentation of the all necessary permits, licenses, etc. Contact information for the Monroe County Health Department is on page 20 in the "Vendor Resources" section.

The following categories of Value-Added Foods are permitted for sale at the Market: 1. Standard Value-Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.), 2. Manufactured Grade Dairy Products (products like cheese), 3. Grade A Milk and/or Milk Products (products like milk and yogurt), 4. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats, and 5. Wine. Specific requirements for Value-Added Foods are detailed in the Value-Added Foods Exhibit.

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4. Home-Based Vendor Foods

Home-Based Vendor Foods include some non-potentially hazardous processed farm products not requiring any permits. These products include jams and jellies (canned or frozen), made from acidic fruits; frozen/dehydrated fruits, vegetables and herbs; dried cultivated mushrooms; vinegar; maple syrup; honey; sorghum; ground grains; spices; fermented foods; frozen poultry; and rabbit. No baked goods are permitted for sale by farm vendors as Home-Based Vendor Foods.

Guidelines for Home-Based Vendor Foods

- 100% of product (with the exception of jams and jellies and fermented foods) must be vendor grown/raised/collected.
- All processing and packaging must be done by the vendor and have proper labeling.
- Vendors selling home-based vendor items are required to sign a Home-Based Vendor Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available from Market staff.

5. Crafted Non-Food Farm Products

Crafted non-food farm products are agricultural products made with vendor-grown, raised and/or gathered products that are crafted. Five categories of items are permitted for sale and are detailed below:

- 1) Beeswax/beeswax candles made solely from wax from vendor apiaries and, in the case of candles, a wick.
- 2) Fleece, roving, and yarn made solely from fiber from vendor-raised livestock.
- 3) Bar soap provided any plant material used in the crafting of the soap is vendor grown/collected (with the exception of plant-based oils such as olive oil or essential oils) and other ingredients grown/raised by vendor constituting at least 20% of soap by weight (e.g. milk, honey, other emollients). Soap must be labeled with the contact information for the farm, ingredients in order by weight prior to any process of production, and the weight of the bar. [A rope or string may be added to bar soap.](#)
- 4) Worm casting “tea” made from castings from worms and other farm products raised by the vendor.
- 5) Potting soil and soil amendments containing not less than 70% vendor-produced compost and which has ingredients listed by volume on the packaging.

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6. Crafts

Registered crafts are permitted for sale in April, May, October and November. Vendors who sold at eight Markets in 2019 during the months of June through September are eligible to sell registered crafts during the months of April and May, 2020. Vendors who sell at eight Markets in 2020 during the months of June through September will be eligible to sell registered crafts during the months of October and November, 2020. All crafts must be registered and meet the following craft guidelines.

Craft Registration and Guidelines

- Prior to selling a craft, vendors must bring representative samples of each different type of craft item to Market staff. Items will be reviewed for compliance with the Craft Guidelines at that time. In most cases, Market staff will confirm the eligibility of an item on the day it is submitted, but consideration may extend for up to one week.
- All items must be original and handcrafted by the primary vendor, his/her immediate family (as defined in the vendor contract) or under the direction of the primary vendor.
- Items must be safe, have a reasonable life expectancy and exhibit quality craftsmanship.
- Balms and salves made from beeswax are permitted as long as the beeswax is vendor produced (plant-based oils and essential oils are not required to be vendor produced).
- In items made from or including minimally processed plant materials (e.g. flowers, herbs, vines, gourds, etc.), the plants must be vendor grown/collected.
- Items may not be made from commercial kits or plans, be made from molds not created by the vendor, contain a commercially made piece central to the design (unless it has been upcycled) or be made in a production facility.
- Items on display must be registered.

7. [Grown/Raised and Prepared at Market by Vendor](#)

- [Preparing food at Market is permitted following the guidelines below.](#)
- [Preparation of food at Market requires prior approval \(based on desirability of food item and safety of setup\) from staff. A limited number of farm vendors will be given permission to prepare foods at Market.](#)
- [All foods prepared at Market must meet the guidelines specified for Value Added Foods except requiring that foods be prepared in a licensed facility.](#)

8. Pet Foods

Pet Foods are farm products made from raw ingredients, almost all of which are produced by the vendor. These products include dairy products and fresh/frozen/preserved meat or other processed agricultural or livestock products. Vendors selling pet foods are required to sign a Pet Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available from Market staff.

9. Aquaculture Foods

Vendors selling Aquaculture Foods, including fish and shrimp, are required to sign an Aquaculture Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available from Market staff.

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Part III. How the Market Works

A. What Type of Vendor Are You?

There are two categories of Farm Vendors: Reserved Space Vendors and Day Space Vendors.

Reserved Space Vendors are vendors who claim the same space for the entire Market season by paying a fee in advance. Each vendor is limited to one reserved space unless otherwise assigned. No portion of the prepaid fee for the reserved space will be refunded after the beginning of the Market season. Vendors who cancel their space reservations prior to the beginning of the season will be charged a \$20 administrative fee. Vendors whose applications are denied by the City will receive a refund of all fees paid except the application fee. If, for reasons outside the City's control, reserved spaces become unavailable on a particular Market Day, the Market Master will attempt to reassign those spaces.

Day Space Vendors rent spaces available each Market day (see "Market Season Specifics" on pages 9–14 for guidelines in utilizing these spaces).

Relocation of Vendors: Notwithstanding the vendor point system, the City retains the right at its sole discretion to relocate vendors for reasons of public safety and/or to protect the efficient physical functioning of the Market.

B. Vendor Point System

A point system is used to reward vendors who have participated in the Market the longest and most consistently. The system is based on the number of seasons of participation and the number of days of attendance. The same system is used for the Saturday Market and Tuesday Market; however, points for the four Markets (April, May–October, November, and Tuesday) are kept separate. Vendors participating in the Holiday Market will earn one point for each year's participation. Each Market day, a vendor must occupy and be prepared to sell from a vending space for 1½ hours during Market hours to be counted in attendance and be eligible to earn points.

Vending spaces are reserved prior to the season based on the following system: vendors with the most points select their spaces first. Space reservations will be made using the total number of points earned at the end of the previous season.

Points are earned and controlled by the primary vendor. Market attendance points are calculated as follows:

1. Two points per season for vending during a given season will be awarded to vendors who have participated in the Market in any of the three "recent seasons" (either the current season and the two prior seasons if Market is underway, or the three previous seasons if the Market has not yet opened for the year).
2. Also, for Market seasons beginning in 1983 up to the "recent seasons," a vendor receives one point for each season she/he sold at Market.
3. Additionally, vendors who participated in the Market during any of the three "recent seasons" will receive 0.2 points for each day the vendor sold during those seasons. For the Saturday Market, May–October, a maximum of 4.4 points can be earned (22 days) for daily attendance, [unless Market is suspended or closed, in which case the number of days points can be earned will be decreased accordingly.](#)

In the event the primary vendor no longer vends at Market, points may be given to additional vendors for the years they were on the contract or in the case of "immediate family" for the years they were "immediate family" as defined in the farm vendor contract. In the event that the contracted vendors develop a spin-off vendor, points accumulated by the primary vendor in that space will either have to be divided among the contracted vendors, or the primary vendor will receive all the points. Vendors who have not sold at Market in more than five years will lose all points.

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C. Market Season Specifics

APRIL MARKET

The Market opens on Saturday, April 4 and continues each Saturday through April 25 from 8 a.m. until 1 p.m. To reserve a space, Space Reservation Forms need to be returned by Monday, February 17, 2020, or brought to the Space Reservation Meeting on that date.

For information regarding coming and going, please refer to ENTERING AND EXITING THE MARKET in May–October information on page 10.

Stand Information for the April Market

- The intention is to use the B, C and D shelters as well as any small vending spaces for the reserved spaces. The setup may be adjusted, depending on the number of reservation forms received.
- Space assignments will be based on April Market points earned (with previous May–October season points used as a tie breaker) and space availability.
- Vendor must occupy a reserved space by 7:30 a.m. on Market day or give up all rights to the space for that day.
- Day spaces will be available on a first-come, first-served basis. A map indicating which spaces are unreserved in April will be available in advance of the first Market and from the Market Master. No space reservation form is necessary for day spaces.
- Unused, reserved spaces will be available on a first-come, first-served basis, as well. Vendors wishing to access these spaces need to sign up upon arrival at Market on the dry erase board attached to the Market shed. The Market Master will notify them of the availability of those spaces at 7:30 a.m.
- After 8 a.m., vendors may utilize adjacent, unused spaces with permission from the Market Master.
- Large vending spaces are approx. 230 sq. ft. in size and small vending spaces are approx. 70 sq. ft. in size. Vendors' setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

Rental Fees for the April Market

Vending Space	Reserved Price	Day Price
Large Space	\$72	\$18
Large Senior*/Youth** Space	\$48	\$12
Small Space	\$40	\$10
Small Senior*/Youth** Space	\$28	\$7

*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the space reservation meeting.

**Youth price applies only if all vendors on contract are 16 years of age or younger.

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MAY THROUGH OCTOBER—PEAK SEASON MARKET

The Market opens on Saturday, May 2 and continues each Saturday through October 31.

Hours: May–September—8 a.m. until 1 p.m. and October—9 a.m. until 1 p.m. (except on June 20, when the Market hours will be 8 a.m. until noon to accommodate The Taste of Bloomington). Reservations for May–October reserved vending spaces are made at the Space Reservation Meeting on Monday, February 17, 2020.

Reserved space vendors are required to notify Market staff in person, by email — farmersmarket@bloomington.in.gov—or by phone—(812) 349-3738—before 5 p.m. Friday, or via the Market cell phone—(812) 327-7034—prior to 6:30 a.m. Saturday, if they will not be utilizing their space on a given Market day. If vendor does not notify Market staff in advance of an absence, it will be assumed vendor is not attending Market until notification of his/her attendance is received, and his/her space may in subsequent weeks be utilized as a day space.

Entering and Exiting the Market

In April–September, in order to alleviate congestion in the Market lot, trailers over 12' in length are required to either be parked in a vendor space or unloaded and removed from the Market by 6:30 a.m.

Early Vehicle Exit Spaces: Sixteen vending spaces have been designated “Early Vehicle Exit” spaces. Only vendors occupying the “Early Vehicle Exit” spaces are allowed to exit the Market site, with a Market staff escort, in motorized vehicles between 9:30 a.m. and 12:30 p.m. (April–September) and between 10:30 a.m. and 12:30 p.m. (October). The Market Master will determine whether or not it is safe to leave.

Procedures for exiting the Market at 1 p.m.: The Market Master will sound a whistle at 1 p.m. indicating vehicle traffic is permitted only for vendors removing their vehicles from the Market. The Market Master will indicate to waiting vendors when space allows for vehicles to enter the Market (vehicles only will be permitted first, followed by vehicles with trailers in tow).

In April–October, vendors waiting to access the Market in a vehicle with trailer in tow must line up on the west side of the CFC parking lot entrance to the Market, with trailers over 12' in length entering the Market last.

In November, all vendor vehicle traffic is permitted upon the whistle at 1 p.m.

Procedures for entering and exiting the Market may be modified if conditions warrant.

Stand Information for the May–October Market

- Reservations for vending spaces are made in advance of the opening of the Market season at the space reservation meeting. Each vendor may only reserve one vending space unless otherwise assigned.
- Day spaces are available on a weekly basis.
- Vendors must occupy a day (if already assigned) or reserved space by 7:30 a.m. in May–September and 8:30 a.m. in October, or give up all rights to the space for that day.
- Vehicles not parked within a large vending space need to be removed from the lot by 7:30 a.m. in May–September and 8:30 a.m. in October, unless the vendor is accessing an unused, reserved vending space that was reassigned at 7:30 or 8:30, respectively.
- Large vending spaces are approx. 230 sq. ft. in size and small vending spaces are approx. 70 sq. ft. in size. Vendors' setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

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Accessing Day Spaces in MAY–SEPTEMBER

Vendors interested in participating in the initial distribution of these spaces should park their vehicles outside the Market and report to the Market Master at the Market shed by 6:30 a.m.

Vendors who do not have a space will select one space first, followed by vendors interested in accessing a second space, and then vendors interested in more than two spaces. Space assignments in the 6:30 a.m. pool will be based on the number of points earned by the vendor as of the space reservation meeting for the 2019 season.

Vendors interested in accessing day spaces, arriving after 6:30 a.m., should place their name and space preference on the dry erase board attached to the Market shed. Once all vendors in the 6:30 a.m. pool have received their spaces, spaces will be assigned to vendors arriving after 6:30 a.m. in order of arrival.

In the event all designated spaces are occupied, the Market Master may assign “Overflow” small vending spaces in locations that do not interfere with customer walkways, current vendor spaces and emergency access. These spaces may be smaller than 70 sq. ft. and can only be utilized by vendors occupying a single stand. Every effort will be made to find space for all interested vendors.

Accessing Day Spaces in OCTOBER

Vendors interested in participating in the initial distribution of these spaces should park their vehicles outside the Market and report to the Market Master at the Market shed by 7:30 a.m.

Vendors who do not have a space will select one space first, followed by vendors interested in accessing additional spaces, with no limit on the number of spaces they may select. Space assignments in the 7:30 a.m. pool will be based on the number of points earned by the vendor as of the space reservation meeting for the 2019 season.

Vendors interested in accessing day spaces, arriving after 7:30 a.m., should place their name and space preference on the dry erase board. Once all vendors in the 7:30 a.m. pool have made their space selections, spaces will be assigned to vendors arriving after 7:30 a.m. in order of arrival, with no limit to the number of spaces they may select.

Rental Fees for the May–October Market

Vending Space	Reserved Price	Day Price
Large Space	\$468	\$18
Large Senior*/Youth** Space	\$312	\$12
Small Space	\$260	\$10
Small Senior*/Youth** Space	\$182	\$7

*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the space reservation meeting.

**Youth price applies only if all vendors on contract are 16 years of age or younger.

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TUESDAY MARKET

The Tuesday Market opens on June 2 and continues each Tuesday through September 28, from 4 until 8 p.m.

Reserved space vendors are required to notify Market staff in person, by email—farmersmarket@bloomington.in.gov—or by phone—(812) 349-3738 before 5 p.m. Monday, or via the Market cell phone—(812) 327-7034—prior to 3 p.m. Tuesday, if they will not be utilizing their space on a given Market day. If vendor does not notify Market staff in advance of an absence, it will be assumed vendor is not attending Market until notification of his/her attendance is received, and his/her space may in subsequent weeks be utilized as a day space.

Entering and Exiting the Market

At 3 p.m. and 8 p.m., the Market Master will coordinate entry to and exit from the Market. No vehicle traffic will be permitted during Market hours (4–8 p.m.)

Stand Information for the Tuesday Market

- Reservations for reserved vending spaces are made at the Space Reservation Meeting on Monday, February 17, 2020[1]. Each vendor is limited to one reserved 10' x 10' vending space, unless otherwise assigned.
- Day vending spaces are available on a first-come, first-served basis.
- Vendors' setup must be within the boundaries of their space, although vendors' tents or other shelters may extend in front of their space(s) to allow for adequate shading of their product.
- Vendors may not begin setting up until 3 p.m. Vendors must occupy a reserved space by 3:30 p.m. on Market day or give up all rights to the space for that day.

Vendor Parking for the Tuesday Market

There is ample parking available for vendors in the immediate vicinity of the Market.

Rental Fees for the Tuesday Market

Vending Space	Reserved Price	Day Price
10' x 10' Space	\$180	\$10
10' x 10' Senior*/Youth** Space	\$126	\$7

*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the space reservation meeting.

**Youth price applies only if all vendors on contract are 16 years of age or younger.

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NOVEMBER MARKET

The November Market is held the first three Saturdays in November from 9 a.m. until 1 p.m. To reserve a space, reservation forms need to be returned by Tuesday, September 22, 2020. Space Reservation Forms for the November Market are available from Market staff.

Entering and Exiting the Market

Proceeding to and from the Market in November is the same as during May–October (see page 10), with the following exception: All spaces are early exit spaces. Early exits may be made between 10:30 a.m. and 12:30 p.m. with a Market staff escort.

Stand Information for the November Market

- The intention is to use the B and C shelters as well as any small vending spaces for the reserved spaces. The setup may be adjusted, depending on the number of reservation forms received.
- Space assignments will be based on November points earned (with previous May–October points used as a tie breaker) and space availability.
- Vendors must occupy a reserved space by 8:30 a.m. on Market day or give up all rights to the space for that day.
- Day spaces will be available on a first-come, first-served basis. Vendors will receive a map by Friday, October 23, 2020 indicating which spaces are day spaces in November. No space reservation form is necessary for day spaces.
- Unused, reserved spaces will be available on a first-come, first-served basis, as well. Vendors wishing to access these spaces should sign up on the dry erase board at the Market shed when they arrive, and the Market Master will notify them of the availability of those spaces at 8:30 a.m.
- After 9 a.m., vendors may utilize adjacent, unused spaces with permission from the Market Master.
- Large vending spaces are approx. 230 sq. ft. in size and small vending spaces are approx. 70 sq. ft. in size. Vendors' setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

Rental Fees for the November Market

Vending Space	Reserved Price	Day Price
Large Space	\$54	\$18
Large Senior*/Youth** Space	\$36	\$12
Small Space	\$30	\$10
Small Senior*/Youth** Space	\$21	\$7

*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the space reservation meeting.

**Youth price applies only if all vendors on contract are 16 years of age or younger.

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HOLIDAY MARKET

The Holiday Market is Saturday, November 28, 2020 from 10 a.m. until 3 p.m. To reserve a space, space reservation forms need to be returned by Tuesday, September 22, 2020. There will be no day spaces available. Space Reservation Forms for the Holiday Market are available from Market staff.

There is a separate application form for craft vendors, which specifies product guidelines and the criteria for selecting artists. The deadline for application for these vendors is Friday, September 11, 2020 and the form is available from Market staff.

Farm vendors wishing to sell processed foods, prepared from scratch by the vendor, that do not qualify as Value-Added or Home-Based Vendor Foods must apply as a Local Product Vendor using the Holiday Market Space Reservation Form.

Entering and Exiting the Market

Proceeding to and from the Holiday Market is the same as during the May–October Market (see page 10), except that vendors must occupy their space by 9:30 a.m. and may not exit the Market until 3 p.m.

Stand Information for the Holiday Market

- The intention is to use the large spaces in the A, B, C, and D shelters for farm vendors. If you prefer the small vending spaces in the middle of the Market, those may be available for reservation as well (please note small vending space preferences in the special request section of the space reservation form). The setup may be adjusted depending on the number of space reservation forms received.
- Space assignments will be based on Holiday Market points earned (with previous May–October points used as a tie breaker) and space availability.

Additional Information Specific to Selling at the Holiday Market

Vendors earn one point for each year in attendance at the Holiday Market.

Rental Fees for the Holiday Market

Cost is \$30 per farm vending space and \$40 per local product vending space.

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D. Gift Certificates and Market Bucks

Gift Certificates

Market customers can purchase Market Gift Certificates, vouchers which are valued at \$5 or \$20 each, good toward the purchase of products at both the Market and A Fair of the Arts. Any product offered by participating vendors is eligible. Customers can purchase Gift Certificates, with cash or check, during Market hours in the atrium or in the Parks and Recreation office in City Hall, Monday–Friday from 8 a.m.–5 p.m. with cash, check or credit/debit card. Gift Certificates are good for one year from the date of issue. Vendors may give change for Gift Certificate purchases.

Market Bucks—Supplemental Nutrition Assistance Program (SNAP)

Market Bucks improve access among low-income populations to fresh, local food while increasing the customer base for Market vendors. During Saturday Market hours, in the City Hall atrium, and during Tuesday Market hours, at the Market Information Table, food assistance recipients can exchange the electronic SNAP benefits on their Hoosiers Works cards for Market Bucks (vouchers valued at \$3 each). The Market Bucks can be spent with participating farmers and prepared food vendors for allowable foods.

Allowable and Non-allowable Foods

Allowed foods include fresh fruits and vegetables, meat, eggs, dairy products, bread and other baked goods, cereal and edible grains, packaged foods not intended for on-site consumption, and plants or seeds which will produce food for the SNAP user's consumption. Packaged coffee and tea may be purchased, but not brewed coffee or tea prepared for on-site consumption.

Disallowed products include foods sold hot or prepared for on-site consumption, wine, any hot or cold prepared beverages, any food purchased with the intent of reselling and any non-food items.

Accepting Market Bucks at Your Booth

Once the customer has made his/her selection, the vendor will verify the eligibility of the selected products, tally the prices and inform the purchaser of the total. In the event that the purchase does not equal an amount divisible by three, the customer may elect to pay the additional amount, or may add or subtract items in order to equal a three dollar increment. No money may be given as change or exchanged for Market Bucks.

Gift Certificates and Market Bucks Participation

Vendors are encouraged to participate in the Gift Certificate Program/SNAP (GCP/SNAP) offered by the Market. Vendors who have no SNAP-eligible products, and therefore cannot accept Market Bucks, can still participate in the Gift Certificate Program by following the same steps listed below.

In order to participate, all vendors must: 1) Indicate on the Market application their intention to participate, 2) fill out and return, or have on file, a W-9 form and a City of Bloomington Vendor EFT form, included in the Training Guide, with which you will be provided, and 3) read the GCP/SNAP Farmer/Prepared Food Vendor Training Guide.

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Redeeming Gift Certificates and Market Bucks for Payment

Once W-9 and EFT forms have been processed, vendor will receive a Vendor Card. Present this card along with Gift Certificates and Market Bucks at the time of redemption. You may redeem these vouchers on Saturdays in the atrium from 9 a.m.–12:30 p.m. At the Holiday Market, redemptions may be turned in at the Market Information Table from 10 a.m.–4 p.m.

The vendor will receive a redemption receipt and will be forwarded payment from the City of Bloomington within a few weeks.

All Gift Certificates and/or Market Bucks should be submitted at Market no later than the Holiday Market. In the event that a vendor does not redeem Gift Certificates and/or Market Bucks by the Holiday Market, the Market Manager or Master may be contacted for possible redemption.

E. General Information

Food Safety on the Farm

Food safety starts on the farm. Market staff can provide you with a handout summarizing farm food safety information. It is vitally important to practice safe food handling on your farm to help protect public health, as well as your family, business and livelihood.

Health and Safety Requirements

All items intended for human consumption must be kept out of direct contact with the asphalt at all times and be in safe and sound condition. The vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Glass containers used for display purposes must be properly secured. Animals are not permitted in the Market, as defined by the paved area of Showers Common and the Market B-Line Café.

Sampling Product

Vendors interested in offering samples of their products should see the Market Master for Sampling Guidelines.

Equipment and Supplies

Each vendor must supply his/her own tables or other display equipment. Umbrellas or other weather protection devices are supplied by the vendor and must be securely anchored. The vendor is solely responsible for damages or personal injury resulting from the use thereof. Prior approval is required for any heat-producing devices. All equipment must fit within vendor's designated space, with the exception of tent legs, so long as the canopy of the tent does not exceed the dimensions of the space. Vendors will be required to adjust their setup if it is determined to be unsafe by Market staff.

If selling items by weight, the Vendor must use an N.T.E.P. certified scale which is legal for trade. This scale will be subject to periodic inspection by the Monroe County Department of Weights and Measures. Some produce items are limited by what ways they can be sold. Please contact the Monroe County Department of Weights and Measures to learn about the legal method of sale for the most common fruit and vegetable items. Contact information is on page 20 in the "Vendor Resources" section.

Indiana Sales Tax

Plants, crafts and other non-food items sold in Indiana are subject to sales tax. Vendors should apply for a Registered Retail Merchant's Certificate (RRMC). A business tax application (BT-1) must be filed through the Indiana Department of Revenue along with a \$25 registration fee. RRMCs must be renewed every two years.

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Vacating the Market Site

On Saturdays, excluding the Holiday Market, vendors must vacate the premises, including the removal of all personal items and equipment, by 2 p.m. (with the exception that vendors' vehicles may remain in the Showers Common lot). On Tuesdays vendors must vacate the premises, including the removal of all personal items and equipment, by 8:30 p.m.

Vendors who remove their vehicle from the lot during Saturday Market hours should park in the IU EM-S Permit lot which is accessed from the alley between 9th and 10th Streets off Morton Street.

Farmers' Market Nutrition Program

The Farmers' Market Nutrition Program (FMNP) is a USDA-funded program managed by the Indiana State Department of Health. The FMNP has two components: 1) For Women, Infants and Children (WIC) program participants and 2) for low-income seniors. Participants in the FMNP are provided with vouchers which can be used to purchase fresh fruits and vegetables from participating vendors. Vendors interested in participating should contact the FMNP Coordinator, whose contact information is on page 21 in the "Vendor Resources" section.

Organic Certification

The Indiana Department of Agriculture Organic Resource Guide is available from Market staff. Visit www.ams.usda.gov/nop for more information, including a list of USDA-accredited certification agencies. Federal law, which went into effect in 2002, requires that any grower with sales over \$5,000 calling their product organic, must be certified organic by a USDA-accredited agency. Growers with gross sales less than \$5,000 may call their product organic as long as they sign an affidavit to that effect and comply with all other USDA rules.

Musicians

In addition to the scheduled performers on the circular stage, many musicians (buskers) choose to perform in and around Market, adding to the community and cultural experience. These impromptu performances are permitted in designated areas following the Busking Guidelines (available from Market staff).

Information Alley

The City of Bloomington Parks and Recreation Department is committed to providing an [open and inclusive](#) environment where issues and ideas are openly discussed and explored. In order to provide an atmosphere in which open communication can occur without disrupting the other activities at the Market, community groups, organizations, businesses and individuals interested in sharing information may do so in a designated area (see map on page 22) following specific guidelines (available from Market staff). Information Alley participants pay a \$10 application fee, as well as a \$10 daily space fee.

Food and Beverage Artisans

On Saturdays, you will find several food and beverage artisans associated with the Market. These spaces were created to bring the Market customer a variety of goods which complement the produce and local products that are available from the farm vendors. These special vendors are awarded rights to sell their types of products. Contact Marcia Veldman (contact info on page 1) for more information regarding product guidelines, criteria for selecting vendors and to receive a request for proposal to operate as a Food and Beverage entity.

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A Fair of the Arts

The City of Bloomington Parks and Recreation Department invites local artists to participate in A Fair of the Arts, an arts and fine crafts fair held on the brick plaza in front of City Hall on the second Saturdays of the peak season: May through October. Applications received by Friday, February 21, 2020 will receive full consideration. Please contact Crystal Ritter at (812) 349-3725 or ritterc@bloomington.in.gov for more information regarding product guidelines, criteria for selecting artists, and to receive an application.

ATM Machine

There is an automated teller machine located in City Hall on the first floor situated between the accessible men's and women's restrooms.

Severe Weather

In the event of thunder, lightning, high winds, tornado, hail or other severe weather at the Market site, it is recommended that participants take shelter on the lower level of City Hall. In the case of heavy rain, thunder or lightning, if you cannot take cover in the building, then move to an enclosed vehicle with a metal roof and closed windows, taking care not to touch the metal frame of the vehicle until the threat has passed.

The Monroe County emergency sirens sound with a steady tone in the event that the National Weather Service has issued a tornado warning for the county or if emergency personnel have sighted a funnel cloud or tornado. At the time of the siren sounding, the Market Master will alert Market patrons that the lower level of the City Hall is the safest nearby location and to seek shelter until the threat has passed. The tornado siren will sound for 5 minutes, but the cessation of the siren does not necessarily mean that the threat of a tornado has passed. Market staff will notify participants in City Hall when it is safe to return to the Market.

Vendor Profiles on Market Website

Farm Vendors and Food and Beverage Artisans are invited to submit information and a photo for an online profile page on the Market website: bloomington.in.gov/farmers-market. The profiles give Market customers a chance to learn more about your farm and/or business, growing practices, available product and contact information. [The City reserves the right to control any content submitted to ensure it is appropriate for the City website and consistent with the City's objectives and goals.](#)

To establish a profile either submit an online application or a paper application. The link to the online application or the paper application is available by contacting Market staff. Profile information is due by Friday, April 3, 2020. Updates to existing profiles will only be made once a year, during the application period, unless a major life event occurs that makes the profile inaccurate.

~~City's Rights~~City's Rights

[The City retains its rights to terminate the Market, or to change the times, dates, locations and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes and cancellations to all vendors. In the event of market termination, vendors will be reimbursed for their Reserved Space Fee, pro rata based on the number of weeks the market is not open.](#)

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VENDOR ETIQUETTE AND TIPS VENDOR BEHAVIOR

Commitment to the City of Bloomington's Values and the Market's Mission The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the 2020 Bloomington Community Farmers' Market Farm Vendor Contract, vendors shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. [Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.](#)

[Vendors acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against vendors or their stand assistants at the Market. If a vendor or stand assistant believes that a City employee engaged in such conduct at the Market towards the vendor and/or any of its stand assistants, the vendor may file a complaint with the Market Manager and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct at the Market.](#)

[Similarly, the City does not tolerate vendors or their stand assistants engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any vendor who believes that a fellow vendor or stand assistant has engaged in such harassment or discrimination at the Market may file a complaint with the Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any vendor or stand assistant engaged in such prohibited conduct at the Market.](#)

Identify your Space

~~Displaying your farm name each week will make it easier for customers to get to know you.~~ [Vendors must display a sign at their stand identifying their name, or the name of their farm or business.](#)

Smoking and Vaping

Smoking and vaping are prohibited within the Market, as defined by the paved area of Showers Common and the Market B-Line Café, and the fee area of Info Alley during Market hours or on the Showers Plaza during A Fair of the Arts.

Tape on Shelters

~~To keep the shelters looking their best, please do~~ Do not tape anything to the shelters.

Electricity

There are a few electric outlets located in the Market (see map on page 21). Vendors located next to an outlet may utilize the electricity for themselves and/or allow other vendors access. Extension cords may not cross frequently traveled customer paths. Generators are not permitted.

Excess Produce

Hoosier Hill Food Bank will have a truck at the Saturday Market in May–October in case you have extra produce or flowers you would like to donate.

Compost

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Any produce you may have that is too damaged to donate to the Food Bank must be removed from the Market. Do NOT place compost in the trash cans.

Space Clean-Up

Clean up your area prior to leaving the Market. Dustpans and brooms are available in the Market shed for your use.

Dumping Water

Be considerate of vendors downstream, and pour excess water out on the plants in the landscaped areas.

Landscaping Carts

Three landscaping carts are available on a first-come, first-served basis at the Market shed to assist you in moving produce and supplies in and out of the Market. After using, please return carts to the Market shed.

Vehicles and Trailers

Vendors must work together when maneuvering vehicles through the Market. In particular, vendors unloading and removing vehicles (especially vehicles with trailers) from the Market must do so in a timely manner and in a way that does not unreasonably disrupt the vendor vehicle traffic flow in to and out of the Market. Detailed information on trailers in the Market is found on page 10.

EXPECTATIONS

What the City expects from Vendors:

Vendors and their stand assistants shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market .

Conduct at the Market on the part of a vendor or stand assistant that the City deems to be contrary to the provisions of the Vendor Contract, the Market Handbook or any Market rules may result in administrative action in accordance with the provisions of the Vendor Contract, including but not limited to suspension or ejection from the Market and/or future Market events. Vendors may appeal an adverse administrative action in accordance with paragraph 6 of the Bloomington Community Farmers' Market Farm Vendor Contract.

Vendors shall notify the Market Manager or Market Master immediately of any unsafe conditions.

Vendors shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming, inclusive and safe venue.

Vendors may not engage in political or religious activities at the market, except for at Plaza oneA and Info Alley.

What Vendors expect from the City

The City shall treat vendors and their stand assistants with courtesy, respect and honesty.

The City provides the Market as a location for producers to sell what they grow or create. Vendors understand that by providing the Market, the City is making no guarantee of the number of customers or the volume of business.

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F. APPENDIX

VENDOR RESOURCES

Department of Natural Resources,
Entomology Division
402 W. Washington St., Room 290W
Indianapolis, IN 46204
(317) 232-4189
www.in.gov/dnr/entomolo

Indiana State Department of Health
Farmers' Market Nutrition Program
Legita Wilson
2 N. Meridian St. 5E
Indianapolis, IN 46204
inwic@isdh.in.gov
(800) 522-0874
www.wic.in.gov

Monroe County Department of Weights
and Measures
119 W. Seventh St.
Bloomington, IN 47404
(812) 349-2566
www.co.monroe.in.us

Monroe County Extension Office
3400 S. Walnut St.
Bloomington, IN 47401
(812) 349-2575
www.ag.purdue.edu/counties/monroe

Monroe County Health Department—
Food Safety
Nicole Wagner
119 W. Seventh St.
Bloomington, IN 47404
(812) 349-2543
www.co.monroe.in.us

State Egg Board
Poultry Science Building, Purdue University
125 S. Russell St.
West Lafayette, IN 47907
(765) 494-8510
www.ansc.purdue.edu/ISEB

[City of Bloomington Human Rights Commission](#)
[Bloomington City Hall](#)
[401 N. Morton St., Suite 220](#)
[Bloomington, IN 47404](#)
[\(812\) 349-3429](#)
Human.rights@bloomington.in.gov

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Farmers' Market Advisory Council Vendor Representatives

There are six Vendor Representatives. At the time of printing this Handbook the selection of the representatives has not been finalized. Please check the website for an up-to-date list of FMAC representatives, their contact information and terms.

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(Farmers' Market map)

IMPORTANT DATES IN 2020

- Monday, **February 17, 2020**—April Market Space Reservation Forms need to be turned in to the Parks and Recreation office or brought to the Space Reservation Meeting.
- Monday, **February 17, 2020**—May–October & Tuesday Market Space Reservation Meeting and Potluck for vendors wishing to reserve a space for these Markets need to attend this meeting at 6:30 p.m. in the City Hall Council Chambers. The potluck is optional and starts at 5:30 p.m.
- Monday, March 16, 2020—Farm Vendor Application, Contract and Exhibits need to be on file, or, if reserving a space, at the time reservation is made.
- Friday, April 3, 2020—Online and paper Vendor Profile submissions for the Market website due.
- Tuesday, September 22, 2020—November Market and Holiday Market Space Reservation Forms need to be turned in at Market or to the Parks and Recreation Office.

FORMS NEEDED TO SELL AT MARKET

- Farm Vendor Application—All vendors selling at Market must have this form on file by the deadline listed above.
- Farm Vendor Contract—All vendors selling at Market must have this form on file by the deadline listed above.
- Exhibits to the Contract—Any vendor selling Value-Added Foods, Home-Based Vendor Foods, Pet Foods, Shell Eggs (not from chicken), or Aquaculture Foods must have the appropriate Exhibit on file and any additional paperwork required by the different regulatory agencies, which is specified on each Exhibit, by the deadline listed above.
- April, November and Holiday Market Space Reservation Forms—Any vendor interested in reserving a space for one of these Markets must turn in reservation forms by the deadline listed for each above.
- City of Bloomington W-9 and Vendor EFT Forms—Any vendor accepting Gift Certificates and/or Market Bucks (see page 15) must have these forms on file.

(back cover)

(Parks and Recreation logo)

(Facebook logo) Bloomington Community Farmers' Market

bloomington.in.gov/farmers-market

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(Cover)
2020 FARM VENDOR HANDBOOK
(BCFM logo)

Farm Vendor Handbook

With Market Information & Guidelines

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(recycle logo) Printed on post-consumer recycled paper.

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Part 1. Introduction

A. Our History

The Market began on July 26, 1975 in Third Street Park with 23 vendors and continued there until it outgrew the location in 1982. At that time it moved to the Courthouse Square, where it remained until the renovation of the Courthouse necessitated its move in 1984 to the parking lot at Sixth and Lincoln.

In 1998, its 24th season, the Market moved to a permanent location at Showers Common, a covered site designed specifically to house the Market. In 1999 the Tuesday Market opened on the Showers Plaza, in 2008 it moved to Sixth and Madison Streets and in 2020 it moved to the Switchyard Park.. The Holiday Market was introduced in 2003 on the Saturday after Thanksgiving. The November Market began in 2004 to extend the Saturday Market season. In 2005 the Market season was further expanded to open a month earlier, in April.

Through its 46 years in existence, the Market has enriched the life of the community by providing a place for residents and visitors to come together in a festive atmosphere, to buy artisanal food, local produce and other farm products from those who produce them, to listen to music, meet friends and enjoy a relaxing time in beautiful surroundings.

B. Bloomington Community Farmers' Market--Mission

The Bloomington Community Farmers' Market mission is:

- To strengthen our local agriculture and food community by serving as a venue to nurture the direct, positive relationships between farmers, food and beverage artisans and customers,
- To promote a safe and welcoming environment for all while enhancing and reflecting the City of Bloomington's diversity and encouraging multicultural awareness,
- To promote and improve food justice by implementing programs to increase access to Market product by low income populations, and
- To improve local food security and community sustainability by fostering a resilient food supply.

C. Market Contact Information

Marcia Veldman, Market Manager

City of Bloomington Parks and Recreation Department

401 N. Morton St., Suite 250

Bloomington, IN 47404

Office: (812) 349-3738

Fax: (812) 349-3705

Email: veldmanm@bloomington.in.gov

Sarah Mullin, Market Master

Office: (812) 349-3704

Email: mullins@bloomington.in.gov

Market day cell: (812) 327-7034

For more information on the Bloomington Community Farmers' Market including: special events, weekly entertainment and farm vendor contracts, email: farmersmarket@bloomington.in.gov or visit

bloomington.in.gov/farmersmarket.D. Market Seasons and Sites

April Market—The April Market opens for the 2020 season on Saturday, April 4 and continues each Saturday through April 25 from 8 a.m. until 1 p.m. The April Market takes place at Showers Common, located at 401 N. Morton St. south of City Hall.

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May–October Market—The 2020 peak season opens Saturday, May 2 at 8 a.m. and continues each Saturday through October 31. Hours are from 8 a.m. until 1 p.m. from May through September and 9 a.m. until 1 p.m. during October. The Market takes place at Showers Common.

Tuesday Market—The Tuesday Market opens on Tuesday, June 2 and continues each Tuesday through September 29. Hours are from 4 until 8 p.m. The Tuesday Market takes place at the Switchyard Park Pavilion at 1601 S. Rogers Street.

November Market—The November Market is held the first three Saturdays in November from 9 a.m. until 1 p.m. The November Market takes place at Showers Common.

Holiday Market—The Holiday Market takes place at Showers Common on Saturday, November 28 from 10 a.m. until 3 p.m.

E. Farmers' Market Advisory Council Welcomes You

The Farmers' Market Advisory Council consists of eleven members representing Market vendors and customers. The Council acts in an advisory capacity to the Board of Park Commissioners and Park staff on policy matters relating to the Farmers' Market. Six Market vendors serve on the Farmers' Market Advisory Council. Contact the Advisory Council members via email through the Market website, or through the Farmers' Market staff. Members of the public are always welcome to attend Advisory Council meetings. Meetings are usually held at 5:30 p.m. on the third Monday of each month in the Parks Conference Room, Suite 250 of City Hall. It is advisable to check with Market staff prior to each month's meeting in case there has been a change.

F. Market Beet Newsletter

The Market Beet, the newsletter of the Bloomington Community Farmers' Market, keeps Market vendors informed of issues, ideas and events important to vending at the Market and is published as needed. Vendors are added to the Market Beet mailing list upon approval of an application and contract. Any vendor wishing to include something in the Market Beet should inform Market staff.

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Part II. Who Can Sell, What Can Be Sold?

A. Who Can Sell?

Vendors selected and approved to sell at Market must reside in Indiana and are expected to be consistently involved with and participate substantially in the production, including aspects like planting, cultivating, harvesting, and raising of goods permitted for sale at the Market. The ELIGIBILITY OF VENDORS section of the contract provides definitions to determine eligibility to vend. A primary mission of the Market is to support small farmers and these definitions provide clarification as to who is a small farmer.

Vendors who wish to sell at the Farmers' Market in 2020 are required to go through the application and selection process and to submit a complete Farm Vendor Application and Contract and the accompanying \$20 fee to the Parks and Recreation office by Monday, March 16, 2020, or if the vendor wants to reserve a space these materials are due at the space reservation meeting on Monday, February 17, 2020. The application fee does not apply if all vendors on the contract are 16 years of age or younger. The information on these documents is public record. Notification of acceptance of the application will be issued to new vendors and declined applicants only.

Food and Beverage Artisans and art and craft vendors sell in distinct areas of the Market. See pages 17–18 for more information.

B. What Can Be Sold?

The Bloomington Community Farmers' Market provides a venue for selected producers to sell what they raise directly to the public. The Market staff reserves the right to verify that all goods are produced in Indiana by the vendor. Vendors should contact the Market Manager or Master (at Market or via contact information on page 1) if there is reason to believe that a vendor is not producing the product he/she is selling at Market. Market staff will appraise the situation and determine the best course of action. Vendors must display legible price markers for goods offered for sale. All displayed product must be for sale, unless the item is a part of display materials. Vendors may only display signs, information and/or items at their stands that promote the products they are selling or that are directly related to their business.

GOODS PERMITTED FOR SALE

The following categories of products are permitted for sale: 1. Unprocessed Farm Products, 2. Plants, 3. Value-Added Foods, 4. Home-Based Vendor Foods, 5. Crafted Non-Food Farm Products, 6. Crafts, 7. Grown/Raised and Prepared at Market by Vendor, 8. Pet Foods, and 9. Aquaculture Foods.

In addition to distinct requirements for each category of product, the following considerations apply to all products sold at Market:

1) The following non-native plant species are locally invasive horticultural plants. These plants, all their hybrids, cultivars, and varieties, in addition to all plants listed in the Indiana Invasive Species Council plant list found here: www.bit.ly/invasivelist, and any material produced by them are not permitted for sale at Market.

Trees: Norway maple (*Acer platanoides*), sawtooth oak (*Quercus acutissima*), Siberian elm (*Ulmus pumila*), and Callery pear (*Pyrus calleryana*)*

*some of the many cultivars of Callery pear include Bradford pear, Aristocrat, Cleveland Select, and Chanticleer.

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Shrubs: Japanese barberry (*Berberis thunbergii*), autumn olive (*Eleagnus umbellata*), Russian olive (*Eleagnus angustifolia*), glossy buckthorn (*Frangula alnus* or *Rhamnus frangula*), common buckthorn (*Rhamnus cathartica*), privet (*Ligustrum obtusifolium* and *L. vulgare*), burning bush (*Euonymus alatus*), wineberry (*Rubus phoenicolasius*), and sericea lespedeza (*Lespedeza cuneata*).

Grasses: reed canary grass (*Phalaris arundinacea*), Phragmites (*Phragmites australis*), and Chinese maiden grass (*Miscanthus sinensis*).

Flowers: crown vetch (*Coronilla varia*), dame's rocket (*Hesperis matronalis*), Japanese knotweed (*Reynoutria japonica* or *Polygonum cuspidatum*), multiflora rose (*Rosa multiflora*), and purple loosestrife (*Lythrum salicaria*).

Vines: oriental bittersweet (*Celastrus orbiculatus*), Japanese hops (*Humulus japonica*), English ivy (*Hedera helix*), periwinkle (*Vinca minor*), wintercreeper (*Euonymus fortunei*), and moneywort or creeping Jenny (*Lysimachia nummularia*).

2) Product that is collected on public or private lands will be closely monitored. If collecting is done on public land, vendor must obtain all necessary permits. Collecting shall be done in a way that does not diminish the propagation of the resource. No threatened or endangered plants are permitted for sale.

3) Vendors wishing to sell cultivated fruits, vegetables or nuts, from perennial plants acquired at or near maturity that require ongoing care, must seek permission from the Market Manager. Permission will be granted or denied based on a variety of factors, including vendor's demonstration of a long-term commitment and Market staff's ability to independently verify vendor's activities.

4) Citations to guidelines regulated by entities other than the City of Bloomington are for reference purposes only and do not relieve the vendor from knowing the underlying provisions.

1. Unprocessed Farm Products

Unprocessed Farm Products are farm products that are not processed beyond harvesting, cleaning, drying and packaging. These products include: whole, uncut fruits and vegetables, herbs, nuts, cut flowers, seeds, whole grains, cultured mushrooms, wild collected mushrooms,* eggs,** and non-food animal products and plant material.***

Sprouts (generally defined as seeds germinated in water and both seed and sprout are eaten) and pokeweed, or other potentially hazardous, unprocessed farm products, are not permitted for sale. Microgreens and shoots (generally defined as young plants raised in a growing medium with the seed not being intended for consumption) are permitted for sale.

Community Supported Agriculture (CSA) boxed shares, which are sold in advance to subscribers, may be sold and/or distributed from vendor stalls, but may only contain Market-eligible items produced by that vendor.

*Only the following wild-collected mushrooms are eligible for sale: Black Morel (*Morchella angusticeps*), Yellow, Grey, or Sponge Morel (*Morchella esculentoides*), Oyster (*Pleurotus ostreatus*), Smooth Chanterelle (*Cantharellus lateritius*), Common Chanterelle (*Cantharellus cibarius*), Peach Chanterelle (*Cantharellus persicinus*), Chicken of the Woods (*Laetiporus sulphureus*, *Laetiporus cincinnatus*), Hen of the Woods (*Grifola frondosa*), Hedgehog (*Hydnum repandum*), and Lion's Mane (*Herinum erinaceus*). In order to sell these mushrooms, vendor must give prior notice to the Market Master. Mushrooms must be inspected prior to sale by a qualified inspector chosen by the City of Bloomington at a cost to the vendor of \$5 per day on which mushrooms are inspected.

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**If selling eggs, they must be kept at 41 degrees or less, and used egg cartons may only be used if relabeled with vendor's name, address, pack date, expiration date and grade. Eggs on display at temperatures above 41 degrees must be labeled "For Display Only" and may not be sold. If selling chicken eggs, vendor must obtain a current egg vendor license issued by the State Egg Board. Contact information is on page 20 in the "Vendor Resources" section. If selling shell eggs, not from chickens, vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department and have an initialed Shell Egg Exhibit attached to the Contract on file.

***If selling compost, the vendor must comply with the National Organic Program standards for composting plant and animal materials found here: www.bit.ly/NOPcompost. The vendor must keep thorough records of all components and processes.

2. Plants

Plants (potted in soil blocks and bare-root) are permitted for sale with the following considerations:

1) For Annual Plants and Herb Plants (Annuals/Perennials):

- Must be grown by the vendor from seeds, cuttings or plugs.
- Purchased plant materials, other than seeds, must be grown on the vendor's premises for at least six weeks before they can be offered for sale at Market.

2) For Nursery Stock: Woody Stock, Houseplants and Perennials:

- Must be grown by the vendor from purchased seeds, seedlings, cuttings or stock, or from seeds, transplants or cuttings raised or taken by the vendor.
- Purchased plant materials, other than seeds, must be grown on the vendor's premises for at least eight weeks before they can be offered for sale at Market.

3) All containers must be utilitarian and not decorative.

4) Vendors selling any perennial plants should contact the Department of Natural Resources, Entomology Division to determine licensing and inspection needs. Contact information is on page 20 in the "Vendor Resources" section.

3. Value-Added Foods

Value-Added Foods are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility. Value-Added Foods contain a significant portion of vendor-grown/raised/collected product. Vendor must have an initialed Value-Added Foods Exhibit attached to the Contract on file and provide documentation of the all necessary permits, licenses, etc. Contact information for the Monroe County Health Department is on page 20 in the "Vendor Resources" section.

The following categories of Value-Added Foods are permitted for sale at the Market: 1. Standard Value-Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.), 2. Manufactured Grade Dairy Products (products like cheese), 3. Grade A Milk and/or Milk Products (products like milk and yogurt), 4. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats, and 5. Wine. Specific requirements for Value-Added Foods are detailed in the Value-Added Foods Exhibit.

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4. Home-Based Vendor Foods

Home-Based Vendor Foods include some non-potentially hazardous processed farm products not requiring any permits. These products include jams and jellies (canned or frozen), made from acidic fruits; frozen/dehydrated fruits, vegetables and herbs; dried cultivated mushrooms; vinegar; maple syrup; honey; sorghum; ground grains; spices; fermented foods; frozen poultry; and rabbit. No baked goods are permitted for sale by farm vendors as Home-Based Vendor Foods.

Guidelines for Home-Based Vendor Foods

- 100% of product (with the exception of jams and jellies and fermented foods) must be vendor grown/raised/collected.
- All processing and packaging must be done by the vendor and have proper labeling.
- Vendors selling home-based vendor items are required to sign a Home-Based Vendor Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available from Market staff.

5. Crafted Non-Food Farm Products

Crafted non-food farm products are agricultural products made with vendor-grown, raised and/or gathered products that are crafted. Five categories of items are permitted for sale and are detailed below:

- 1) Beeswax/beeswax candles made solely from wax from vendor apiaries and, in the case of candles, a wick.
- 2) Fleece, roving, and yarn made solely from fiber from vendor-raised livestock.
- 3) Bar soap provided any plant material used in the crafting of the soap is vendor grown/collected (with the exception of plant-based oils such as olive oil or essential oils) and other ingredients grown/raised by vendor constituting at least 20% of soap by weight (e.g. milk, honey, other emollients). Soap must be labeled with the contact information for the farm, ingredients in order by weight prior to any process of production, and the weight of the bar. A rope or string may be added to bar soap.
- 4) Worm casting "tea" made from castings from worms and other farm products raised by the vendor.
- 5) Potting soil and soil amendments containing not less than 70% vendor-produced compost and which has ingredients listed by volume on the packaging.

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6. Crafts

Registered crafts are permitted for sale in April, May, October and November. Vendors who sold at eight Markets in 2019 during the months of June through September are eligible to sell registered crafts during the months of April and May, 2020. Vendors who sell at eight Markets in 2020 during the months of June through September will be eligible to sell registered crafts during the months of October and November, 2020. All crafts must be registered and meet the following craft guidelines.

Craft Registration and Guidelines

- Prior to selling a craft, vendors must bring representative samples of each different type of craft item to Market staff. Items will be reviewed for compliance with the Craft Guidelines at that time. In most cases, Market staff will confirm the eligibility of an item on the day it is submitted, but consideration may extend for up to one week.
- All items must be original and handcrafted by the primary vendor, his/her immediate family (as defined in the vendor contract) or under the direction of the primary vendor.
- Items must be safe, have a reasonable life expectancy and exhibit quality craftsmanship.
- Balms and salves made from beeswax are permitted as long as the beeswax is vendor produced (plant-based oils and essential oils are not required to be vendor produced).
- In items made from or including minimally processed plant materials (e.g. flowers, herbs, vines, gourds, etc.), the plants must be vendor grown/collected.
- Items may not be made from commercial kits or plans, be made from molds not created by the vendor, contain a commercially made piece central to the design (unless it has been upcycled) or be made in a production facility.
- Items on display must be registered.

7. Grown/Raised and Prepared at Market by Vendor

- Preparing food at Market is permitted following the guidelines below.
- Preparation of food at Market requires prior approval (based on desirability of food item and safety of setup) from staff. A limited number of farm vendors will be given permission to prepare foods at Market.
- All foods prepared at Market must meet the guidelines specified for Value Added Foods except requiring that foods be prepared in a licensed facility.

8. Pet Foods

Pet Foods are farm products made from raw ingredients, almost all of which are produced by the vendor. These products include dairy products and fresh/frozen/preserved meat or other processed agricultural or livestock products. Vendors selling pet foods are required to sign a Pet Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available from Market staff.

9. Aquaculture Foods

Vendors selling Aquaculture Foods, including fish and shrimp, are required to sign an Aquaculture Foods Exhibit attached to the contract, which specifies the regulatory requirements. This Exhibit is available from Market staff.

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Part III. How the Market Works

A. What Type of Vendor Are You?

There are two categories of Farm Vendors: Reserved Space Vendors and Day Space Vendors.

Reserved Space Vendors are vendors who claim the same space for the entire Market season by paying a fee in advance. Each vendor is limited to one reserved space unless otherwise assigned. No portion of the prepaid fee for the reserved space will be refunded after the beginning of the Market season. Vendors who cancel their space reservations prior to the beginning of the season will be charged a \$20 administrative fee. Vendors whose applications are denied by the City will receive a refund of all fees paid except the application fee. If, for reasons outside the City's control, reserved spaces become unavailable on a particular Market Day, the Market Master will attempt to reassign those spaces.

Day Space Vendors rent spaces available each Market day (see "Market Season Specifics" on pages 9–14 for guidelines in utilizing these spaces).

Relocation of Vendors: Notwithstanding the vendor point system, the City retains the right at its sole discretion to relocate vendors for reasons of public safety and/or to protect the efficient physical functioning of the Market.

B. Vendor Point System

A point system is used to reward vendors who have participated in the Market the longest and most consistently. The system is based on the number of seasons of participation and the number of days of attendance. The same system is used for the Saturday Market and Tuesday Market; however, points for the four Markets (April, May–October, November, and Tuesday) are kept separate. Vendors participating in the Holiday Market will earn one point for each year's participation. Each Market day, a vendor must occupy and be prepared to sell from a vending space for 1½ hours during Market hours to be counted in attendance and be eligible to earn points.

Vending spaces are reserved prior to the season based on the following system: vendors with the most points select their spaces first. Space reservations will be made using the total number of points earned at the end of the previous season.

Points are earned and controlled by the primary vendor. Market attendance points are calculated as follows:

1. Two points per season for vending during a given season will be awarded to vendors who have participated in the Market in any of the three "recent seasons" (either the current season and the two prior seasons if Market is underway, or the three previous seasons if the Market has not yet opened for the year).
2. Also, for Market seasons beginning in 1983 up to the "recent seasons," a vendor receives one point for each season she/he sold at Market.
3. Additionally, vendors who participated in the Market during any of the three "recent seasons" will receive 0.2 points for each day the vendor sold during those seasons. For the Saturday Market, May–October, a maximum of 4.4 points can be earned (22 days) for daily attendance, unless Market is suspended or closed, in which case the number of days points can be earned will be decreased accordingly.

In the event the primary vendor no longer vends at Market, points may be given to additional vendors for the years they were on the contract or in the case of "immediate family" for the years they were "immediate family" as defined in the farm vendor contract. In the event that the contracted vendors develop a spin-off vendor, points accumulated by the primary vendor in that space will either have to be divided among the contracted vendors, or the primary vendor will receive all the points. Vendors who have not sold at Market in more than five years will lose all points.

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C. Market Season Specifics

APRIL MARKET

The Market opens on Saturday, April 4 and continues each Saturday through April 25 from 8 a.m. until 1 p.m. To reserve a space, Space Reservation Forms need to be returned by Monday, February 17, 2020, or brought to the Space Reservation Meeting on that date.

For information regarding coming and going, please refer to ENTERING AND EXITING THE MARKET in May–October information on page 10.

Stand Information for the April Market

- The intention is to use the B, C and D shelters as well as any small vending spaces for the reserved spaces. The setup may be adjusted, depending on the number of reservation forms received.
- Space assignments will be based on April Market points earned (with previous May–October season points used as a tie breaker) and space availability.
- Vendor must occupy a reserved space by 7:30 a.m. on Market day or give up all rights to the space for that day.
- Day spaces will be available on a first-come, first-served basis. A map indicating which spaces are unreserved in April will be available in advance of the first Market and from the Market Master. No space reservation form is necessary for day spaces.
- Unused, reserved spaces will be available on a first-come, first-served basis, as well. Vendors wishing to access these spaces need to sign up upon arrival at Market on the dry erase board attached to the Market shed. The Market Master will notify them of the availability of those spaces at 7:30 a.m.
- After 8 a.m., vendors may utilize adjacent, unused spaces with permission from the Market Master.
- Large vending spaces are approx. 230 sq. ft. in size and small vending spaces are approx. 70 sq. ft. in size. Vendors' setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

Rental Fees for the April Market

Vending Space	Reserved Price	Day Price
Large Space	\$72	\$18
Large Senior*/Youth** Space	\$48	\$12
Small Space	\$40	\$10
Small Senior*/Youth** Space	\$28	\$7

*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the space reservation meeting.

**Youth price applies only if all vendors on contract are 16 years of age or younger.

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MAY THROUGH OCTOBER—PEAK SEASON MARKET

The Market opens on Saturday, May 2 and continues each Saturday through October 31.

Hours: May–September—8 a.m. until 1 p.m. and October—9 a.m. until 1 p.m. (except on June 20, when the Market hours will be 8 a.m. until noon to accommodate The Taste of Bloomington). Reservations for May–October reserved vending spaces are made at the Space Reservation Meeting on Monday, February 17, 2020.

Reserved space vendors are required to notify Market staff in person, by email — farmersmarket@bloomington.in.gov—or by phone—(812) 349-3738—before 5 p.m. Friday, or via the Market cell phone—(812) 327-7034—prior to 6:30 a.m. Saturday, if they will not be utilizing their space on a given Market day. If vendor does not notify Market staff in advance of an absence, it will be assumed vendor is not attending Market until notification of his/her attendance is received, and his/her space may in subsequent weeks be utilized as a day space.

Entering and Exiting the Market

In April–September, in order to alleviate congestion in the Market lot, trailers over 12' in length are required to either be parked in a vendor space or unloaded and removed from the Market by 6:30 a.m.

Early Vehicle Exit Spaces: Sixteen vending spaces have been designated “Early Vehicle Exit” spaces. Only vendors occupying the “Early Vehicle Exit” spaces are allowed to exit the Market site, with a Market staff escort, in motorized vehicles between 9:30 a.m. and 12:30 p.m. (April–September) and between 10:30 a.m. and 12:30 p.m. (October). The Market Master will determine whether or not it is safe to leave.

Procedures for exiting the Market at 1 p.m.: The Market Master will sound a whistle at 1 p.m. indicating vehicle traffic is permitted only for vendors removing their vehicles from the Market. The Market Master will indicate to waiting vendors when space allows for vehicles to enter the Market (vehicles only will be permitted first, followed by vehicles with trailers in tow).

In April–October, vendors waiting to access the Market in a vehicle with trailer in tow must line up on the west side of the CFC parking lot entrance to the Market, with trailers over 12' in length entering the Market last.

In November, all vendor vehicle traffic is permitted upon the whistle at 1 p.m.

Procedures for entering and exiting the Market may be modified if conditions warrant.

Stand Information for the May–October Market

- Reservations for vending spaces are made in advance of the opening of the Market season at the space reservation meeting. Each vendor may only reserve one vending space unless otherwise assigned.
- Day spaces are available on a weekly basis.
- Vendors must occupy a day (if already assigned) or reserved space by 7:30 a.m. in May–September and 8:30 a.m. in October, or give up all rights to the space for that day.
- Vehicles not parked within a large vending space need to be removed from the lot by 7:30 a.m. in May–September and 8:30 a.m. in October, unless the vendor is accessing an unused, reserved vending space that was reassigned at 7:30 or 8:30, respectively.
- Large vending spaces are approx. 230 sq. ft. in size and small vending spaces are approx. 70 sq. ft. in size. Vendors' setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

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Accessing Day Spaces in MAY–SEPTEMBER

Vendors interested in participating in the initial distribution of these spaces should park their vehicles outside the Market and report to the Market Master at the Market shed by 6:30 a.m.

Vendors who do not have a space will select one space first, followed by vendors interested in accessing a second space, and then vendors interested in more than two spaces. Space assignments in the 6:30 a.m. pool will be based on the number of points earned by the vendor as of the space reservation meeting for the 2019 season.

Vendors interested in accessing day spaces, arriving after 6:30 a.m., should place their name and space preference on the dry erase board attached to the Market shed. Once all vendors in the 6:30 a.m. pool have received their spaces, spaces will be assigned to vendors arriving after 6:30 a.m. in order of arrival.

In the event all designated spaces are occupied, the Market Master may assign “Overflow” small vending spaces in locations that do not interfere with customer walkways, current vendor spaces and emergency access. These spaces may be smaller than 70 sq. ft. and can only be utilized by vendors occupying a single stand. Every effort will be made to find space for all interested vendors.

Accessing Day Spaces in OCTOBER

Vendors interested in participating in the initial distribution of these spaces should park their vehicles outside the Market and report to the Market Master at the Market shed by 7:30 a.m.

Vendors who do not have a space will select one space first, followed by vendors interested in accessing additional spaces, with no limit on the number of spaces they may select. Space assignments in the 7:30 a.m. pool will be based on the number of points earned by the vendor as of the space reservation meeting for the 2019 season.

Vendors interested in accessing day spaces, arriving after 7:30 a.m., should place their name and space preference on the dry erase board. Once all vendors in the 7:30 a.m. pool have made their space selections, spaces will be assigned to vendors arriving after 7:30 a.m. in order of arrival, with no limit to the number of spaces they may select.

Rental Fees for the May–October Market

Vending Space	Reserved Price	Day Price
Large Space	\$468	\$18
Large Senior*/Youth** Space	\$312	\$12
Small Space	\$260	\$10
Small Senior*/Youth** Space	\$182	\$7

*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the space reservation meeting.

**Youth price applies only if all vendors on contract are 16 years of age or younger.

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TUESDAY MARKET

The Tuesday Market opens on June 2 and continues each Tuesday through September 28, from 4 until 8 p.m.

Reserved space vendors are required to notify Market staff in person, by email—farmersmarket@bloomington.in.gov—or by phone—(812) 349-3738 before 5 p.m. Monday, or via the Market cell phone—(812) 327-7034—prior to 3 p.m. Tuesday, if they will not be utilizing their space on a given Market day. If vendor does not notify Market staff in advance of an absence, it will be assumed vendor is not attending Market until notification of his/her attendance is received, and his/her space may in subsequent weeks be utilized as a day space.

Entering and Exiting the Market

At 3 p.m. and 8 p.m., the Market Master will coordinate entry to and exit from the Market. No vehicle traffic will be permitted during Market hours (4–8 p.m.)

Stand Information for the Tuesday Market

- Reservations for reserved vending spaces are made at the Space Reservation Meeting on Monday, February 17, 2020. Each vendor is limited to one reserved 10' x 10' vending space, unless otherwise assigned.
- Day vending spaces are available on a first-come, first-served basis.
- Vendors' setup must be within the boundaries of their space, although vendors' tents or other shelters may extend in front of their space(s) to allow for adequate shading of their product.
- Vendors may not begin setting up until 3 p.m. Vendors must occupy a reserved space by 3:30 p.m. on Market day or give up all rights to the space for that day.

Vendor Parking for the Tuesday Market

There is ample parking available for vendors in the immediate vicinity of the Market.

Rental Fees for the Tuesday Market

Vending Space	Reserved Price	Day Price
10' x 10' Space	\$180	\$10
10' x 10' Senior*/Youth** Space	\$126	\$7

*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the space reservation meeting.

**Youth price applies only if all vendors on contract are 16 years of age or younger.

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NOVEMBER MARKET

The November Market is held the first three Saturdays in November from 9 a.m. until 1 p.m. To reserve a space, reservation forms need to be returned by Tuesday, September 22, 2020. Space Reservation Forms for the November Market are available from Market staff.

Entering and Exiting the Market

Proceeding to and from the Market in November is the same as during May–October (see page 10), with the following exception: All spaces are early exit spaces. Early exits may be made between 10:30 a.m. and 12:30 p.m. with a Market staff escort.

Stand Information for the November Market

- The intention is to use the B and C shelters as well as any small vending spaces for the reserved spaces. The setup may be adjusted, depending on the number of reservation forms received.
- Space assignments will be based on November points earned (with previous May–October points used as a tie breaker) and space availability.
- Vendors must occupy a reserved space by 8:30 a.m. on Market day or give up all rights to the space for that day.
- Day spaces will be available on a first-come, first-served basis. Vendors will receive a map by Friday, October 23, 2020 indicating which spaces are day spaces in November. No space reservation form is necessary for day spaces.
- Unused, reserved spaces will be available on a first-come, first-served basis, as well. Vendors wishing to access these spaces should sign up on the dry erase board at the Market shed when they arrive, and the Market Master will notify them of the availability of those spaces at 8:30 a.m.
- After 9 a.m., vendors may utilize adjacent, unused spaces with permission from the Market Master.
- Large vending spaces are approx. 230 sq. ft. in size and small vending spaces are approx. 70 sq. ft. in size. Vendors' setup must be within the boundaries of their space, with the exception of flared tent legs (the tent canopy cannot exceed the dimensions of the space).

Rental Fees for the November Market

Vending Space	Reserved Price	Day Price
Large Space	\$54	\$18
Large Senior*/Youth** Space	\$36	\$12
Small Space	\$30	\$10
Small Senior*/Youth** Space	\$21	\$7

*Senior price applies only if all vendors and stand assistants on contract are 60 years of age or older by the space reservation meeting.

**Youth price applies only if all vendors on contract are 16 years of age or younger.

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HOLIDAY MARKET

The Holiday Market is Saturday, November 28, 2020 from 10 a.m. until 3 p.m. To reserve a space, space reservation forms need to be returned by Tuesday, September 22, 2020. There will be no day spaces available. Space Reservation Forms for the Holiday Market are available from Market staff.

There is a separate application form for craft vendors, which specifies product guidelines and the criteria for selecting artists. The deadline for application for these vendors is Friday, September 11, 2020 and the form is available from Market staff.

Farm vendors wishing to sell processed foods, prepared from scratch by the vendor, that do not qualify as Value-Added or Home-Based Vendor Foods must apply as a Local Product Vendor using the Holiday Market Space Reservation Form.

Entering and Exiting the Market

Proceeding to and from the Holiday Market is the same as during the May–October Market (see page 10), except that vendors must occupy their space by 9:30 a.m. and may not exit the Market until 3 p.m.

Stand Information for the Holiday Market

- The intention is to use the large spaces in the A, B, C, and D shelters for farm vendors. If you prefer the small vending spaces in the middle of the Market, those may be available for reservation as well (please note small vending space preferences in the special request section of the space reservation form). The setup may be adjusted depending on the number of space reservation forms received.
- Space assignments will be based on Holiday Market points earned (with previous May–October points used as a tie breaker) and space availability.

Additional Information Specific to Selling at the Holiday Market

Vendors earn one point for each year in attendance at the Holiday Market.

Rental Fees for the Holiday Market

Cost is \$30 per farm vending space and \$40 per local product vending space.

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D. Gift Certificates and Market Bucks

Gift Certificates

Market customers can purchase Market Gift Certificates, vouchers which are valued at \$5 or \$20 each, good toward the purchase of products at both the Market and A Fair of the Arts. Any product offered by participating vendors is eligible. Customers can purchase Gift Certificates, with cash or check, during Market hours in the atrium or in the Parks and Recreation office in City Hall, Monday–Friday from 8 a.m.–5 p.m. with cash, check or credit/debit card. Gift Certificates are good for one year from the date of issue. Vendors may give change for Gift Certificate purchases.

Market Bucks—Supplemental Nutrition Assistance Program (SNAP)

Market Bucks improve access among low-income populations to fresh, local food while increasing the customer base for Market vendors. During Saturday Market hours, in the City Hall atrium, and during Tuesday Market hours, at the Market Information Table, food assistance recipients can exchange the electronic SNAP benefits on their Hoosiers Works cards for Market Bucks (vouchers valued at \$3 each). The Market Bucks can be spent with participating farmers and prepared food vendors for allowable foods.

Allowable and Non-allowable Foods

Allowed foods include fresh fruits and vegetables, meat, eggs, dairy products, bread and other baked goods, cereal and edible grains, packaged foods not intended for on-site consumption, and plants or seeds which will produce food for the SNAP user's consumption. Packaged coffee and tea may be purchased, but not brewed coffee or tea prepared for on-site consumption.

Disallowed products include foods sold hot or prepared for on-site consumption, wine, any hot or cold prepared beverages, any food purchased with the intent of reselling and any non-food items.

Accepting Market Bucks at Your Booth

Once the customer has made his/her selection, the vendor will verify the eligibility of the selected products, tally the prices and inform the purchaser of the total. In the event that the purchase does not equal an amount divisible by three, the customer may elect to pay the additional amount, or may add or subtract items in order to equal a three dollar increment. No money may be given as change or exchanged for Market Bucks.

Gift Certificates and Market Bucks Participation

Vendors are encouraged to participate in the Gift Certificate Program/SNAP (GCP/SNAP) offered by the Market. Vendors who have no SNAP-eligible products, and therefore cannot accept Market Bucks, can still participate in the Gift Certificate Program by following the same steps listed below.

In order to participate, all vendors must: 1) Indicate on the Market application their intention to participate, 2) fill out and return, or have on file, a W-9 form and a City of Bloomington Vendor EFT form, included in the Training Guide, with which you will be provided, and 3) read the GCP/SNAP Farmer/Prepared Food Vendor Training Guide.

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Redeeming Gift Certificates and Market Bucks for Payment

Once W-9 and EFT forms have been processed, vendor will receive a Vendor Card. Present this card along with Gift Certificates and Market Bucks at the time of redemption. You may redeem these vouchers on Saturdays in the atrium from 9 a.m.–12:30 p.m. At the Holiday Market, redemptions may be turned in at the Market Information Table from 10 a.m.–4 p.m.

The vendor will receive a redemption receipt and will be forwarded payment from the City of Bloomington within a few weeks.

All Gift Certificates and/or Market Bucks should be submitted at Market no later than the Holiday Market. In the event that a vendor does not redeem Gift Certificates and/or Market Bucks by the Holiday Market, the Market Manager or Master may be contacted for possible redemption.

E. General Information

Food Safety on the Farm

Food safety starts on the farm. Market staff can provide you with a handout summarizing farm food safety information. It is vitally important to practice safe food handling on your farm to help protect public health, as well as your family, business and livelihood.

Health and Safety Requirements

All items intended for human consumption must be kept out of direct contact with the asphalt at all times and be in safe and sound condition. The vendor is solely responsible for damages resulting from the sale of unsafe or unsound goods. Glass containers used for display purposes must be properly secured. Animals are not permitted in the Market, as defined by the paved area of Showers Common and the Market B-Line Café.

Sampling Product

Vendors interested in offering samples of their products should see the Market Master for Sampling Guidelines.

Equipment and Supplies

Each vendor must supply his/her own tables or other display equipment. Umbrellas or other weather protection devices are supplied by the vendor and must be securely anchored. The vendor is solely responsible for damages or personal injury resulting from the use thereof. Prior approval is required for any heat-producing devices. All equipment must fit within vendor's designated space, with the exception of tent legs, so long as the canopy of the tent does not exceed the dimensions of the space. Vendors will be required to adjust their setup if it is determined to be unsafe by Market staff.

If selling items by weight, the Vendor must use an N.T.E.P. certified scale which is legal for trade. This scale will be subject to periodic inspection by the Monroe County Department of Weights and Measures. Some produce items are limited by what ways they can be sold. Please contact the Monroe County Department of Weights and Measures to learn about the legal method of sale for the most common fruit and vegetable items. Contact information is on page 20 in the "Vendor Resources" section.

Indiana Sales Tax

Plants, crafts and other non-food items sold in Indiana are subject to sales tax. Vendors should apply for a Registered Retail Merchant's Certificate (RRMC). A business tax application (BT-1) must be filed through the Indiana Department of Revenue along with a \$25 registration fee. RRMCs must be renewed every two years.

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Vacating the Market Site

On Saturdays, excluding the Holiday Market, vendors must vacate the premises, including the removal of all personal items and equipment, by 2 p.m. (with the exception that vendors' vehicles may remain in the Showers Common lot). On Tuesdays vendors must vacate the premises, including the removal of all personal items and equipment, by 8:30 p.m.

Vendors who remove their vehicle from the lot during Saturday Market hours should park in the IU EM-S Permit lot which is accessed from the alley between 9th and 10th Streets off Morton Street.

Farmers' Market Nutrition Program

The Farmers' Market Nutrition Program (FMNP) is a USDA-funded program managed by the Indiana State Department of Health. The FMNP has two components: 1) For Women, Infants and Children (WIC) program participants and 2) for low-income seniors. Participants in the FMNP are provided with vouchers which can be used to purchase fresh fruits and vegetables from participating vendors. Vendors interested in participating should contact the FMNP Coordinator, whose contact information is on page 21 in the "Vendor Resources" section.

Organic Certification

The Indiana Department of Agriculture Organic Resource Guide is available from Market staff. Visit www.ams.usda.gov/nop for more information, including a list of USDA-accredited certification agencies. Federal law, which went into effect in 2002, requires that any grower with sales over \$5,000 calling their product organic, must be certified organic by a USDA-accredited agency. Growers with gross sales less than \$5,000 may call their product organic as long as they sign an affidavit to that effect and comply with all other USDA rules.

Musicians

In addition to the scheduled performers on the circular stage, many musicians (buskers) choose to perform in and around Market, adding to the community and cultural experience. These impromptu performances are permitted in designated areas following the Busking Guidelines (available from Market staff).

Information Alley

The City of Bloomington Parks and Recreation Department is committed to providing an open and inclusive environment where issues and ideas are openly discussed and explored. In order to provide an atmosphere in which open communication can occur without disrupting the other activities at the Market, community groups, organizations, businesses and individuals interested in sharing information may do so in a designated area (see map on page 22) following specific guidelines (available from Market staff). Information Alley participants pay a \$10 application fee, as well as a \$10 daily space fee.

Food and Beverage Artisans

On Saturdays, you will find several food and beverage artisans associated with the Market. These spaces were created to bring the Market customer a variety of goods which complement the produce and local products that are available from the farm vendors. These special vendors are awarded rights to sell their types of products. Contact Marcia Veldman (contact info on page 1) for more information regarding product guidelines, criteria for selecting vendors and to receive a request for proposal to operate as a Food and Beverage entity.

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A Fair of the Arts

The City of Bloomington Parks and Recreation Department invites local artists to participate in A Fair of the Arts, an arts and fine crafts fair held on the brick plaza in front of City Hall on the second Saturdays of the peak season: May through October. Applications received by Friday, February 21, 2020 will receive full consideration. Please contact Crystal Ritter at (812) 349-3725 or ritterc@bloomington.in.gov for more information regarding product guidelines, criteria for selecting artists, and to receive an application.

ATM Machine

There is an automated teller machine located in City Hall on the first floor situated between the accessible men's and women's restrooms.

Severe Weather

In the event of thunder, lightning, high winds, tornado, hail or other severe weather at the Market site, it is recommended that participants take shelter on the lower level of City Hall. In the case of heavy rain, thunder or lightning, if you cannot take cover in the building, then move to an enclosed vehicle with a metal roof and closed windows, taking care not to touch the metal frame of the vehicle until the threat has passed.

The Monroe County emergency sirens sound with a steady tone in the event that the National Weather Service has issued a tornado warning for the county or if emergency personnel have sighted a funnel cloud or tornado. At the time of the siren sounding, the Market Master will alert Market patrons that the lower level of the City Hall is the safest nearby location and to seek shelter until the threat has passed. The tornado siren will sound for 5 minutes, but the cessation of the siren does not necessarily mean that the threat of a tornado has passed. Market staff will notify participants in City Hall when it is safe to return to the Market.

Vendor Profiles on Market Website

Farm Vendors and Food and Beverage Artisans are invited to submit information and a photo for an online profile page on the Market website: bloomington.in.gov/farmers-market. The profiles give Market customers a chance to learn more about your farm and/or business, growing practices, available product and contact information. The City reserves the right to control any content submitted to ensure it is appropriate for the City website and consistent with the City's objectives and goals.

To establish a profile either submit an online application or a paper application. The link to the online application or the paper application is available by contacting Market staff. Profile information is due by Friday, April 3, 2020. Updates to existing profiles will only be made once a year, during the application period, unless a major life event occurs that makes the profile inaccurate.

City's Rights

The City retains its rights to terminate the Market, or to change the times, dates, locations and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes and cancellations to all vendors. In the event of market termination, vendors will be reimbursed for their Reserved Space Fee, pro rata based on the number of weeks the market is not open.

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VENDOR BEHAVIOR

Commitment to the City of Bloomington's Values and the Market's Mission The City of Bloomington considers diversity a source of strength that adds to Bloomington's character. The Bloomington Community Farmers' Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the 2020 Bloomington Community Farmers' Market Farm Vendor Contract, vendors shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market's mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Vendors acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against vendors or their stand assistants at the Market. If a vendor or stand assistant believes that a City employee engaged in such conduct at the Market towards the vendor and/or any of its stand assistants, the vendor may file a complaint with the Market Manager and/or with the City Human Resources Department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct at the Market.

Similarly, the City does not tolerate vendors or their stand assistants engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any vendor who believes that a fellow vendor or stand assistant has engaged in such harassment or discrimination at the Market may file a complaint with the Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any vendor or stand assistant engaged in such prohibited conduct at the Market.

Identify your Space

Vendors must display a sign at their stand identifying their name, or the name of their farm or business.

Smoking and Vaping

Smoking and vaping are prohibited within the Market, as defined by the paved area of Showers Common and the Market B-Line Café, and the fee area of Info Alley during Market hours or on the Showers Plaza during A Fair of the Arts.

Tape on Shelters

Do not tape anything to the shelters.

Electricity

There are a few electric outlets located in the Market (see map on page 21). Vendors located next to an outlet may utilize the electricity for themselves and/or allow other vendors access. Extension cords may not cross frequently traveled customer paths. Generators are not permitted.

Excess Produce

Hoosier Hill Food Bank will have a truck at the Saturday Market in May–October in case you have extra produce or flowers you would like to donate.

Compost

Any produce you may have that is too damaged to donate to the Food Bank must be removed from the Market. Do NOT place compost in the trash cans.

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Space Clean-Up

Clean up your area prior to leaving the Market. Dustpans and brooms are available in the Market shed for your use.

Dumping Water

Be considerate of vendors downstream, and pour excess water out on the plants in the landscaped areas.

Landscaping Carts

Three landscaping carts are available on a first-come, first-served basis at the Market shed to assist you in moving produce and supplies in and out of the Market. After using, please return carts to the Market shed.

Vehicles and Trailers

Vendors must work together when maneuvering vehicles through the Market. In particular, vendors unloading and removing vehicles (especially vehicles with trailers) from the Market must do so in a timely manner and in a way that does not unreasonably disrupt the vendor vehicle traffic flow in to and out of the Market. Detailed information on trailers in the Market is found on page 10.

EXPECTATIONS

What the City expects from Vendors:

Vendors and their stand assistants shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market .

Conduct at the Market on the part of a vendor or stand assistant that the City deems to be contrary to the provisions of the Vendor Contract, the Market Handbook or any Market rules may result in administrative action in accordance with the provisions of the Vendor Contract, including but not limited to suspension or ejection from the Market and/or future Market events. Vendors may appeal an adverse administrative action in accordance with paragraph 6 of the Bloomington Community Farmers' Market Farm Vendor Contract.

Vendors shall notify the Market Manager or Market Master immediately of any unsafe conditions.

Vendors shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming, inclusive and safe venue.

Vendors may not engage in political or religious activities at the market, except for at Plaza oneA and Info Alley.

What Vendors expect from the City

The City shall treat vendors and their stand assistants with courtesy, respect and honesty.

The City provides the Market as a location for producers to sell what they grow or create. Vendors understand that by providing the Market, the City is making no guarantee of the number of customers or the volume of business.

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F. APPENDIX

VENDOR RESOURCES

Department of Natural Resources,
Entomology Division
402 W. Washington St., Room 290W
Indianapolis, IN 46204
(317) 232-4189
www.in.gov/dnr/entomolo

Indiana State Department of Health
Farmers' Market Nutrition Program
Legita Wilson
2 N. Meridian St. 5E
Indianapolis, IN 46204
inwic@isdh.in.gov
(800) 522-0874
www.wic.in.gov

Monroe County Department of Weights
and Measures
119 W. Seventh St.
Bloomington, IN 47404
(812) 349-2566
www.co.monroe.in.us

Monroe County Extension Office
3400 S. Walnut St.
Bloomington, IN 47401
(812) 349-2575
www.ag.purdue.edu/counties/monroe

Monroe County Health Department—
Food Safety
Nicole Wagner
119 W. Seventh St.
Bloomington, IN 47404
(812) 349-2543
www.co.monroe.in.us

State Egg Board
Poultry Science Building, Purdue University
125 S. Russell St.
West Lafayette, IN 47907
(765) 494-8510
www.ansc.purdue.edu/ISEB

City of Bloomington Human Rights Commission
Bloomington City Hall
401 N. Morton St., Suite 220
Bloomington, IN 47404
(812) 349-3429
Human.rights@bloomington.in.gov

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Farmers' Market Advisory Council Vendor Representatives

There are six Vendor Representatives. At the time of printing this Handbook the selection of the representatives has not been finalized. Please check the website for an up-to-date list of FMAC representatives, their contact information and terms.

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(Farmers' Market map)

IMPORTANT DATES IN 2020

- Monday, **February 17, 2020**—April Market Space Reservation Forms need to be turned in to the Parks and Recreation office or brought to the Space Reservation Meeting.
- Monday, **February 17, 2020**—May–October & Tuesday Market Space Reservation Meeting and Potluck for vendors wishing to reserve a space for these Markets need to attend this meeting at 6:30 p.m. in the City Hall Council Chambers. The potluck is optional and starts at 5:30 p.m.
- Monday, March 16, 2020—Farm Vendor Application, Contract and Exhibits need to be on file, or, if reserving a space, at the time reservation is made.
- Friday, April 3, 2020—Online and paper Vendor Profile submissions for the Market website due.
- Tuesday, September 22, 2020—November Market and Holiday Market Space Reservation Forms need to be turned in at Market or to the Parks and Recreation Office.

FORMS NEEDED TO SELL AT MARKET

- Farm Vendor Application—All vendors selling at Market must have this form on file by the deadline listed above.
- Farm Vendor Contract—All vendors selling at Market must have this form on file by the deadline listed above.
- Exhibits to the Contract—Any vendor selling Value-Added Foods, Home-Based Vendor Foods, Pet Foods, Shell Eggs (not from chicken), or Aquaculture Foods must have the appropriate Exhibit on file and any additional paperwork required by the different regulatory agencies, which is specified on each Exhibit, by the deadline listed above.
- April, November and Holiday Market Space Reservation Forms—Any vendor interested in reserving a space for one of these Markets must turn in reservation forms by the deadline listed for each above.
- City of Bloomington W-9 and Vendor EFT Forms—Any vendor accepting Gift Certificates and/or Market Bucks (see page 15) must have these forms on file.

(back cover)

(Parks and Recreation logo)

(Facebook logo) Bloomington Community Farmers' Market

bloomington.in.gov/farmers-market

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Rules of Behavior for the Bloomington Community Farmers' Market:

- Signs and distribution of literature at Market by the public are:
 - ~~Is-p~~Permitted beyond the market boundaries
 - Path North of 8th Street on the B-Line Trail (beyond the picnic tables)
 - South of 7th Street on the B-Line Trail
 - The sidewalks on 7th St.
 - The sidewalks on Morton St.
 - North of the Market on the small brick plaza near the north entrance to City Hall
 - ~~Is-p~~Permitted within the Market
 - On Plaza oneA (defined by the arc of light-colored pavers) on the B-Line Trail, unless previously reserved
 - On Info Alley, along 8th St. on the west side of the Market
 - ~~Is-n~~Not permitted on the blacktop area of Showers Common (where farm vendors are set up)
 - ~~Is-n~~Not permitted on the B-Line Trail within the boundaries of the Market (other than Plaza oneA)
 - ~~Is-n~~Not permitted on the brick plaza and grass terrace in front of City Hall

These areas are considered free speech areas.

- Signs and distribution of literature at Market by vendors are:
 - ~~Is-p~~Permitted consistent with the Vendor Contract
- Customer and Vendor Interactions:
 - Interruption of commerce is not permitted
 - The following conduct is prohibited in the non-free speech areas: picketing, demonstrating, yelling, excessive or unreasonable noise-making, obstructing or hindering the flow of pedestrians or access to a vendor, and other conduct disrupting Market activities ~~Individuals interrupting the Market by yelling or causing a scene is not permitted~~
 - Market staff will ask any persons causing disruption ~~violating these prohibitions~~ to relocate to a free speech area
 - If this is not successful market staff ~~or vendor~~ will contact the Bloomington Police Department (BPD)
 - BPD will reiterate the request to move, and if this is not compliant ~~this~~ successful, will lead to arrest ~~the individual may be subject to arrest.~~

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- Information Alley
 - Anyone wishing to utilize space in Information Alley must fill out a registration form, and if utilizing the fee area, pay the appropriate fees. There are a limited number of free Information Alley spaces has a \$10 one-time registration fee as well as a weekly \$10 fee.
 - Anyone if asked to move to Information Alley will not be charged for that day will be free of charge. If the same party must again be asked to move on a subsequent market day, such party will be charged a fee.
- Video Recording/Photography
 - Video recording/photography is allowed in a public place permitted anywhere in the market or the public spaces
- Bloomington Human Rights DivisionCommission
 - Reports of harassment should be directed to the City of Bloomington Human Rights DepartmentAttorney
- Additional Rules
 - No selling of anything in the Market except by contract with the City
 - No distribution of items intended for human consumption, unless by special advance permission from the City
 - Pets are not permitted in Showers Common, the Market B-Line Café and the fee area of Info Alley
 - Smoking and vaping are not permitted in Showers Common, the Market B-Line Café and the fee area of Info Alley

WORKING DRAFT



Rules of Behavior for the Bloomington Community Farmers' Market:

- Signs and distribution of literature at Market by the public are:
 - Permitted beyond the market boundaries
 - Path North of 8th Street on the B-Line Trail (beyond the picnic tables)
 - South of 7th Street on the B-Line Trail
 - The sidewalks on 7th St.
 - The sidewalks on Morton St.
 - North of the Market on the small brick plaza near the north entrance to City Hall
 - Permitted within the Market
 - On Plaza oneA (defined by the arc of light-colored pavers) on the B-Line Trail, unless previously reserved
 - On Info Alley, along 8th St. on the west side of the Market
 - Not permitted on the blacktop area of Showers Common (where farm vendors are set up)
 - Not permitted on the B-Line Trail within the boundaries of the Market (other than Plaza oneA)
 - Not permitted on the brick plaza and grass terrace in front of City Hall

These areas are considered free speech areas.

- Signs and distribution of literature at Market by vendors are:
 - Permitted consistent with the Vendor Contract
- Customer and Vendor Interactions:
 - Interruption of commerce is not permitted
 - The following conduct is prohibited in the non-free speech areas: picketing, demonstrating, yelling, excessive or unreasonable noise-making, obstructing or hindering the flow of pedestrians or access to a vendor, and other conduct disrupting Market activities
 - Market staff will ask any persons violating these prohibitions to relocate to a free speech area
 - If this is not successful market staff will contact the Bloomington Police Department (BPD)
 - BPD will reiterate the request to move, and if this is not successful, the individual may be subject to arrest.
- Information Alley

WORKING DRAFT

- Anyone wishing to utilize space in Information Alley must fill out a registration form, and if utilizing the fee area, pay the appropriate fees. There are a limited number of free Information Alley spaces.
- Anyone asked to move to Information Alley will not be charged for that day. If the same party must again be asked to move on a subsequent market day, such party will be charged a fee.
- Video Recording/Photography
 - Video recording/photography is permitted anywhere in the market or the public spaces
- Bloomington Human Rights Commission
 - Reports of harassment should be directed to the City of Bloomington Human Rights Department
- Additional Rules
 - No selling of anything in the Market except by contract with the City
 - No distribution of items intended for human consumption, unless by special advance permission from the City
 - Pets are not permitted in Showers Common, the Market B-Line Café and the fee area of Info Alley
 - Smoking and vaping are not permitted in Showers Common, the Market B-Line Café and the fee area of Info Alley

2020 Bloomington Community Farmers' Market Contract
Value Added Foods Exhibit
(Exhibit A)

As additional consideration for the privilege to participate in the 2020 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Value Added Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2020 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Value Added Foods" are processed farm products made from raw ingredients in a licensed kitchen by the Vendor or, if required by law, at a processing facility containing a significant portion of Vendor-grown/raised/collected product, the specifics of which are detailed by category below (See Section III. 7.)
- II. Products from animals administered growth hormones, including but not limited to rBGH, may not be sold at Market.
- III. An initialed Value Added Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Value Added Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
 2. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department (except for wine (see Section III. 7. E.)), without which the Contract and this Exhibit are not valid.
 3. The Vendor must prepare foods from scratch in a licensed facility (except meats (see Section III. 7. D.)).
 4. The Vendor must properly label goods for sale according to the regulatory body overseeing the Value Added Food items, including, but not limited to name of product, location of preparation, contents, net weight and date of processing.
 5. If the Vendor intends to prepare food at Market, the Vendor must obtain prior approval (based on the desirability of the food item and safety of setup) from the Market Manager.
 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
 7. The Vendor must be in compliance with all applicable federal and state laws.
 8. Product meets the following additional requirements by type and category:
 - A. **Standard Value Added Foods (products like salsas, relishes, ciders, jams, jellies, etc.)**
 - a. All product that can be reasonably Vendor-grown/raised/collected must be.
 - b. The final product may contain up to 50% product by volume (excluding water) that is not Vendor-grown/raised/collected.
 - B. **Manufactured Grade Dairy Products**
 - a. All animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
 - b. The Vendor must process his or her own dairy products.
 - c. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.

- d. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- e. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a manufactured grade milk and/or milk processor, prior to this Exhibit and the Contract being considered valid and prior to selling at Market.

C. Grade A Milk and/or Milk Products

- a. Some of the animals from which the milk for dairy products sold at the Market is derived must be in the Vendor's immediate custody, care and control.
- b. The Vendor must process his or her own dairy products.
- c. Any milk purchased for dairy products sold at Market must be sourced from Indiana dairies.
- d. The Vendor must produce at least as much milk from the Vendor's animals to equal the amount of liquid milk in dairy products sold at Market during the period of time the Vendor sells at Market.
- e. The Vendor must provide, prior to Vendor's Contract and this Exhibit being considered valid and for approval by the Market Manager, all sample documentation necessary regarding how records will be kept for on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources of purchased milk by **March 1, 2020**.
- f. The Vendor must maintain records and provide documentation to the Market Manager by **August 15, 2020** and again by **December 15, 2020** regarding on-farm milk production, liquid milk volume of dairy products sold at Market and if purchased milk is used for product sold at Market, sources and volume of purchased milk.
- g. The Vendor utilizing milk from animals he/she did not raise must post a legible sign stating, "The milk in this dairy product is sourced from other Indiana dairies in addition to (name of farm's) own milk."
- h. The final product may contain up to 20% non-dairy product by volume (excluding water) that is not Vendor-grown/raised/collected.
- i. All dairy product sold at Market under this Value Added Foods Exhibit must have been maintained continuously at a temperature of 41 degrees Fahrenheit or less from the time it is obtained from the animal through the time it is sold at Market.
- j. The Vendor must obtain and provide the City with a current copy of the Indiana State Board of Animal Health Dairy Division permit to operate as a Grade A milk and/or milk products processor, without which the Vendor's Contract and this Exhibit are not valid.

D. Fresh/Frozen/Preserved Beef, Pork, Rabbit, Goat, Poultry, Lamb or Other Meats

- a. The Vendor must have grown, bred or raised all animals from which meat is sold at the Market.
- b. All animals must have been in the Vendor's immediate custody, care and control for at least 50% of the live weight or for twelve months at slaughter.

- c. Only product that has been prepared in a licensed, state-inspected facility may be sold at the Market. Preparation includes slaughter, packaging, labeling and preserving. The product must have a “safe food handling” label on the package and be sold in the unaltered package it was placed in at the processing facility. Processing plant receipts may be requested for verification of producership.
- d. The final product may contain up to 20% product by volume (excluding water) that is not vendor-grown/raised/collected.
- e. The Vendor must maintain the product continuously in frozen/preserved condition or, if product is fresh, maintain continuously at a temperature of 41 degrees Fahrenheit or less, from the time it leaves the processing facility until it is sold at the Market.
- f. Poultry and rabbit slaughtered on farm and frozen may be sold under Home Based Vendor Foods Exhibit provided Vendor is in compliance with all terms outlined in said Exhibit.

E. Wine

- a. The vendor must raise all fruit used in producing the wine.
- b. Only closed container sales are permitted, no sampling or sales by the glass.
- c. The Vendor must abide by all state and federal alcohol sales rules, including no sales to minors.
- d. The Vendor must obtain and provide the City with a current copy of the Indiana Farm Winery license, without which the Vendor’s Contract and this Exhibit are not valid.

IV. The Vendor may be required to submit recipes for the Value Added Foods to the Market Manager for verification that they meet the specified requirements.

V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers’ Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Value Added Foods pursuant to the Vendor’s Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor’s Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor’s Contract with the City and this Exhibit or by any third party, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers’ Market Advisory Council.

VI. The Vendor will not institute any action or suit at law or in equity against the City or City’s agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VII. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2020 Market Season, terminating at the close of the Market on November 28, 2020.

List all products intended to be sold under this Value Added Foods Exhibit:

If selling Standard Value Added Foods, list name and location of licensed kitchen:

If selling Manufactured Grade or Grade A Milk Products, list name and location of processing facility if different from the primary vendor's address:

If selling Meat, list name and location of processor:

Attach copies of all appropriate paperwork.

- Manufactured Grade Milk and/or Milk Products Processor Permit.
- Grade A Milk and/or Milk Products Processor Permit.
- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- Indiana State Department of Health Wholesale Certificate of Registration
- Indiana Farm Wineries license from the Indiana Alcohol and Tobacco Commission.
- Additional Attachments - Please Specify _____

Primary Vendor's Printed Name

2020 Bloomington Community Farmers' Market Contract
Pet Foods Exhibit
(Exhibit B)

As additional consideration for the privilege to participate in the 2020 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Pet Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2020 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Pet Foods" means products that contain at least 90% vendor-grown/raised/collected product and are processed or prepared by the Vendor from the original condition.
- II. The Vendor must have grown/raised all animals from which pet food products are obtained. Products from animals administered growth hormones, including but not limited to rBGH, may not be sold at the Market.
- III. A signed Pet Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell pet food at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract.
 2. Vendor obtains and retains, during the term of this Contract and Exhibit, an Indiana Commercial Feed License from the State Chemist (<http://www.isco.purdue.edu>) in compliance with Ind. Code 15-19-7, the Indiana Commercial Feed Law, a copy of which is attached hereto and incorporated herein by reference, and without which the Vendor's Contract with the City and this Exhibit are not valid.
 3. Product must be labeled with a label approved by the State Chemist in compliance with Indiana Code 15-19-7-26 and 27, and include but not limited to the following information: species of pet for which the food is intended, net weight, guaranteed analysis, ingredient statement, moisture content and name and address of manufacturer. A sample copy of which is attached to this Exhibit and incorporated herein by reference and without which the Vendor's Contract with the City and this Exhibit are not valid.
 4. **If the Vendor intends to sell dairy products as pet foods, the following additional requirements must be met:**
 - A. The Vendor must have grown, bred or raised all animals from which dairy products are sold at the Market.
 - B. All animals must have been in the Vendor's immediate custody, care and control.
 - C. The Vendor must process his or her own dairy products.
 - D. The Vendor must prominently include on the label "Not Intended for Human Consumption."
 5. **If the Vendor intends to sell frozen or preserved beef, bison, elk, goat, lamb, pork, poultry, rabbit or other meats at the Market as pet foods, the Vendor must comply with the above-stated standards and initial each page of the Value Added Foods Exhibit and meet all the criteria laid out therein.**
- IV. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Pet Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or

compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VI. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the **2020** Market Season, terminating at the close of the Market on **November 28, 2020**.

Please attach copies of all appropriate paperwork.

- Indiana Commercial Feed License.
- Sample of Labels.
- Additional Attachments - Please Specify _____

Primary Vendor's Printed Name

2020 Bloomington Community Farmers' Market Contract
Home Based Vendor Foods Exhibit
(Exhibit C)

As additional consideration for the privilege to participate in the 2020 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Home Based Vendor Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2020 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Home Based Vendor Foods" means non-potentially hazardous food products and frozen poultry and rabbit slaughtered on the farm that contain 100% vendor-grown/raised/collected product (except in the case of jams and jellies (see Section III. 2.) and fermented food (see Section III. 9.d.)) and are processed or prepared by the Vendor at his/her primary residence, or on property owned or leased by the vendor.
- II. Vendor selling Home Based Vendor Foods is responsible for ensuring all products are "non-potentially hazardous food" and may be required to have an analysis completed to determine if a product in question is indeed a "non-potentially hazardous food" and provide a written report of said analysis.
- III. The following products are permitted for sale at the Market as Home Based Vendor Foods:
 1. Frozen/dehydrated fruits, vegetables, cultivated mushrooms and herbs
 2. Jams and jellies, canned or frozen, made from acidic fruits (sweeteners and gelling compounds may be added)
 3. Maple syrup
 4. Honey
 5. Sorghum
 6. Ground grains
 7. Vinegar
 8. Spices
 9. Fermented Foods, as long as the following requirements are met:
 - a. Vendor must use an appropriate percentage salt brine for the produce being fermented.
 - b. No acid may be added.
 - c. Product may not be hermetically sealed.
 - d. 95% of product must be vendor raised.
 10. Frozen Poultry, as long as the following requirements are met:
 - a. Vendor slaughters not more than 1,000 poultry during the calendar year.
 - b. Such poultry producer does not engage in buying or selling poultry products other than those produced from poultry raised on his own farm; and
 - c. None of such poultry moves in commerce outside Indiana (it all remains in Indiana after slaughter).
 11. Frozen Rabbit
- IV. A signed Home Based Vendor Foods Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Home Based Vendor Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and all applicable federal and state laws, including but not limited to Indiana Code 16-42.
 2. All processing and packaging must be done by the Vendor in compliance with Indiana Code 16-42-5-29(b) and pursuant to Indiana Code 16-42-5-29(b) (5) have proper labeling (or sign visibly displayed on table in the case of frozen or dehydrated produce), including the following:
 - A. The name and address of the producer of the food product.
 - B. The common or usual name of the food product.
 - C. The ingredients of the food product, in descending order by predominance of weight.
 - D. The net weight and volume of food product.
 - E. The date on which the food product was processed.
 - F. The following statement in at least 10 point type: "This product is home produced and processed and the production area has not been inspected by the State

Department of Health.” It is permissible for this statement to be displayed on the table next to any Home Based Vendor Foods.

- V. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers’ Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Home Based Vendor Foods pursuant to the Vendor’s Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor’s Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor’s Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers’ Market Advisory Council.

- VI. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

- VII. This Exhibit is effective upon signature of the Contract by the Vendor and City Representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2020 Market Season, terminating at the close of the Market on November 28, 2020.

List all products intended to be sold under this Home Based Vendor Foods Exhibit:

Primary Vendor’s Printed Name

2020 Bloomington Community Farmers' Market Contract
Aquaculture Foods Exhibit
(Exhibit D)

As additional consideration for the privilege to participate in the 2020 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Aquaculture Foods Exhibit ("Exhibit"), which is made part of and incorporated into the 2020 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. "Aquaculture Foods" means aquaculture farm products grown/raised by the Vendor for a minimum of eighty (80) days.
- II. The following products are permitted for sale at the Market as aquaculture foods: fish and shrimp.
- III. An initialed Aquaculture Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell Aquaculture Foods at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and is in compliance with all applicable federal and state laws.
 2. Only aquaculture foods that are raised in a state approved facility are permitted for sale.
 3. Aquaculture foods must be sold unprocessed, fresh and kept at 41 degrees Fahrenheit or below from the time it is harvested until the time they are sold or processed in a licensed kitchen and sold fresh and kept at 41 degrees Fahrenheit or sold frozen.
 4. No water and/or ice that comes into contact with aquaculture foods may be deposited or allowed to drain on Market premises.
 5. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department, which must be attached to this Exhibit, and which are incorporated to this Exhibit by reference, and without which the Exhibit and Contract are not valid.
 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling his/her product at Market.
 7. The Vendor must properly label goods for sale according to the regulatory body overseeing the aquaculture foods, including, but not limited to: name of producer, address of producer, phone number or email of producer, net weight and date of harvest.
- IV. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Aquaculture Foods pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- V. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.

VI. This Exhibit is effective upon signature of the Contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2020 Market Season, terminating at the close of the Market on November 28, 2020.

List all products intended to be sold under this Aquaculture Foods Exhibit:

If selling processed fish or shrimp, list name and location of processing facility:

Attach copies of all appropriate paperwork.

- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
- Additional Attachments –
Please Specify _____

Primary Vendor's Printed Name

2020 Bloomington Community Farmers' Market Contract
Shell Egg (Not from Chickens) Exhibit
(Exhibit E)

As additional consideration for the privilege to participate in the 2020 Bloomington Community Farmers' Market ("Market"), by initialing each page, the vendor(s) ("Vendor") agrees to the following Shell Egg (Not from Chickens) Exhibit ("Exhibit"), which is made part of and incorporated into the 2020 Market Contract ("Contract") between the Vendor and the City of Bloomington ("City").

- I. An initialed Shell Egg Exhibit attached to a signed Market Farm Vendor Contract allows the Vendor to sell shell eggs (not from chickens) at the Market as long as the following requirements are met:
 1. Product meets the terms outlined in the Contract, and complies with all federal and state laws.
 2. All animals from which the shell eggs are derived must be in the Vendor's immediate custody, care and control.
 3. The Vendor must obtain a Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.
 4. The Vendor must maintain shell eggs at 41 degrees Fahrenheit or less.
 5. Used egg cartons may only be used if relabeled with Vendor's name, address, pack date and expiration date.
 6. The Vendor must obtain all other permits required by state and local law, including health permits and any other applicable permits, prior to and for the duration of selling at Market.
 7. The Vendor must be in compliance with all applicable federal and state laws.
- II. The Vendor agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department and Parks Board and the Farmers' Market Advisory Council, and its employees, officers and agents from any and all claims or causes of action that may arise from the sale of Shell Eggs pursuant to the Vendor's Contract with the City and this Exhibit. This includes claims for personal injury, death, and any other types of claims which may arise from the performance of activities under the Vendor's Contract with the City and this Exhibit, whether such claims may be brought by a party to the Vendor's Contract with the City and this Exhibit or by any third party, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or Farmers' Market Advisory Council.
- III. The Vendor will not institute any action or suit at law or in equity against the City or City's agents or employees as a result of operations under this Exhibit. The Vendor will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of operation under this Exhibit.
- IV. This Exhibit is effective upon signature of the contract by the Vendor and City representatives, and upon vendor initialing each page of the Exhibit. This Exhibit is valid only when accompanied by all the necessary permits, and for the 2020 Market Season, terminating at the close of the Market on November 28, 2020.

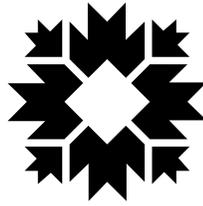
List type of animal from which the shell egg is derived:

Attach copies of all appropriate paperwork.

- Seasonal Food Vending Permit and/or Temporary Food Vending Permit from the Monroe County Health Department.

- Additional Attachments - Please Specify _____

Primary Vendor's Printed Name



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-3
Date: 1/7/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Becky Higgins, Recreation Services Division Director
DATE: **January 9, 2020**
SUBJECT: **FOOD AND BEVERAGE ARTISAN PRICING**

Recommendation

Staff recommends approval of the 10% of gross pricing for the Food and Beverage Artisans for the 2020 Market.

Background

In 2019 the City entered into 17 contracts with Food and Beverage Artisans (formally the Prepared Food Vendors) for the Bloomington Community Farmers' Market. Over the past few years Food and Beverage Artisans have requested to lower the fees they pay to participate and sell at the Market. Their fees included a weekly stall fee that ranged from \$10 - \$499 per vendor depending on how many times they sold at Market. In addition to that fee vendors paid 10% of their gross sales to the Parks Department monthly. These revenues help the Farmers' Market meet their cost recovery goal of 100%.

In 2019 as a result of discussions between Artisans, staff and Park Board approval, the stall fees were removed and Food and Beverage Artisans continued to pay the 10% of gross fee.

The Food and Beverage Artisans have requested we continue to lower their fee to become more equitable with farm vendor fees. The past few years the Farmers' Market has not met cost recovery goals. To lower the fee more would only make it more difficult to meet those goals. Staff will continue to review costs yearly.

The Food and Beverage Artisans also requested:

- Name change from Prepared Food Vendors to Food and Beverage Artisans - Done
- A seat at the Farmers' Market Advisory Council – Parks will be requesting approval of two new seats on the advisory council from the Park Board during the January 28th meeting.
- Increased marketing and social media presence – Food and Beverage Artisans will be included in the Farmers' Market marketing plan
- Addition to the Farmers' Market mission statement - Done

RESPECTFULLY SUBMITTED,

Becky Higgins, Recreation Services Division Director

	2016	2017	2018	2019
Number of Vendors	15	17	18	17
Lease Fees	\$4,046.00	\$4,780.00	\$5,020.00	\$0.00
10% Sales	\$45,111.00	\$53,954.00	\$52,688.00	\$46,507.00
Total Revenue	\$49,157.00	\$58,734.00	\$57,708.00	\$46,507.00

2016 Monthly Payments from Prepared Food Vendors

Vendor	Feast 1	Sazon 1	SIB 1	Mt Pilot1	BCC1	Zeitgeist 1	Sweet 2	Muddy2	Piccoli1	Voster 1	Uel 1	Primal 1	Sofra 1	Pie 1	Chai 1	
Lease Fee	\$380	\$210	\$380	\$310	\$380	\$190	380	380	380	300	190	78	210	130	148	\$4,046
April	321	136	405	272	689	72	509	1857	549	\$146	285	500	75	0	124	
May	458	128	382	212	858	42	487	1587	522	60	241	252	85	270	92	
June	473	140	481	205	753	47	528	1423	524	75	331	223	75	255	74	
July	663	140	723	291	1184		711	2043	747	238	378	258	65	261	169	
August	550	130	408	161	672		480	1541	516	118	206	183	75	301	56	
Sept	425	120	419	179	695		507	1538	559	110	238	237	63	272	82	
October	520	160	458	217	832		644	1906	618	118	182	384	73	133	135	
November	145	90	158	0	390		248	919	315		58	254	45	0	174	
HM				\$0										0		
TOTAL	\$3,935	\$1,254	\$3,814	\$1,847	\$6,453	\$351	\$4,494	#####	\$4,730	\$1,165	\$2,109	\$2,369	\$766	\$1,622	\$1,054	\$49,157

2017 Monthly Payments from Prepared Food Vendors

Vendor	Feast 2	Sazon 2	SIB 2	Ooey 1	BCC 2	More 1	Sweet 1	Muddy 1	Piccoli 2	Voster 2	Uel 1	Primal 2	Greens 1	Pie 1	Chai 1	Wild 1	Kind 1	
Lease Fee	\$380	\$380	\$380	\$135	\$380	\$145	310	380	380	300	155	380	260	130	225	80	380	\$4,780
April	460	300	369	84	691	111	462	1948	646	\$48	213	580	0	0	230	77	100	
May	463	260	268	61	624	40	393	1594	608	132	175	469	0	322	189	199	77	
June	600	250	437	100	711	71	432	1840	701	172	305	508	0	316	263	196	75	
July	695	400	631	210	971	92	729	2202	868	252	420	514	0	354	331	209	131	
August	600	330	569	204	925	40	569	1958	756	228	487	481	0	391	280	216	155	
Sept	600	410	593	194	1073	53	679	2433	913	158	385	527	0	377	311	412	128	
October	500	240	286	156	682	32	483	1554	488	94	190	378	0	164	200	\$231	85	
November	131	120	118	88	319	12	0	856	298	35	0	174	0	0	149	245	32	
TOTAL	\$4,429	\$2,690	\$3,651	\$1,232	\$6,376	\$596	\$4,057	\$14,765	\$5,658	\$1,419	\$2,330	\$4,011	\$260	\$2,054	\$2,178	\$1,865	\$1,163	\$58,734

2018 Monthly Payments from Prepared Food Vendors																			
Vendor	Feast - 1	Sazon - 1	SIB - 1	Pili's - 1	BCC - 1	Inkwell - 1	Sweet 2	Muddy - 2	Piccoli - 1	Voster - 1	Macaron - 1	Primal - 1	InBloom - 1	Pie - 1	Chai - 1	Wild - 1	Blooming - 1	Need more - 1	
Lease Fee	\$370	\$370	\$370	\$340	\$370	\$175	\$300	370	370	300	105	370	260	130	185	80	370	185	\$5,020
April	280	300	329	95	541	122	449	1623	473	\$66	0	391		0	247	154	148	223	
May	575	180	438	152	752	120	523	1951	668	148	124	500		342	270	216	122	409	
June	625	350	508	114	898	166	634	2143	764	163	147	601		328	300	399	172	525	
July	590	350	432	80	858	129	517	1732	655	182	87	440		363	230	0	130	456	
August	604	310	423	86	820	132	342	1793	612	151	97	385		342	221	219	114	428	
Sept	630	340	476	75	804	166	553	2083	641	95	182	361		255	315	351	83	428	
October	385	320	384	76	625	63	437	1495	416	100	53	321		300	214	\$393	62	306	
November	164	130	275	38	325	59	0	851	277	41	41	253		0	123	0	0	245	
TOTAL	\$4,223	\$2,650	\$3,635	\$1,056	\$5,993	\$1,132	\$3,755	\$14,041	\$4,876	\$1,246	\$836	\$3,622	\$260	\$2,060	2105	\$1,812	\$1,201	\$3,205	\$57,708

2019 Monthly Payments from Prepared Food Vendors																		
Vendor	Feast - 2	Sazon - 2	SIB - 2	Pili's - 2	BCC - 2	Inkwell - 1	Sweet 1	Muddy - 1	Piccoli - 2	Voster 2	Macaron - 1	Primal 2	Wat-a-Bao-1	Pie - 1	Chai - 1	Wild - 2	Need more - 1	
Lease Fee	0	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0	0	\$0
April	328	270	326	139	544	221	447	1667	536	\$105	185	346	0	0	200	233	0	
May	529	330	403	79	857	96	507	1,749	644	176	0		187	363	220	350	423	
June	582	350	511	180	770	185	438	1916	747	145	0		349	189	225	307	394	
July	613	210	602	143	684	156	427	1715	766	121	0	0	255	372	232	400	403	
August	438	170	430	47	526	49	417	1327	470	95	0	0	200	324	131	378	345	
Sept	547	345	478	39*	627	73	545	1630	566	67	0	0	284	324	220	350	344	
October		205	422	141			401	1258	401	75	0	0	244	213	174	\$352	131	
November			339	86			0	1028	416	30	0	0	0	0	111	248	0	
HM	40	0	40	40	0	0	0	40	40	40	0	0	0	0	0	0	0	
TOTAL	\$3,887	\$1,880	\$3,511	\$894	\$4,008	\$780	\$3,182	\$12,330	\$4,546	\$854	\$185	\$975	\$1,519	\$1,785	\$1,513	\$2,618	\$2,040	\$46,507