



LUCAS FARMERS MARKET

2023 Rules & Regulations

GENERAL INFORMATION

Mission Statement – To create a safe and pleasant social experience for our community and visitors by providing access to local farmers, food producers and artists.

Lucas Farmers Market Resources:

- Volunteers to assist with tasks on the day of the market.
- Lucas Farmers Market Committee (LFMC)
- Lucas Parks and Open Space Board
- City of Lucas staff including but not limited to the City Manager, Director of Development Services and Public Works and Development Services Staff

Organization - The Lucas Farmers Market is a city-sponsored special event recommended by the Lucas Parks and Open Space Board and approved by the Lucas City Council. With the support of the City of Lucas, the Lucas Farmers Market Committee (LFMC), a steering committee of citizen volunteers, which was established in July 2019 to create the Lucas Farmers Market.

The Lucas Farmers Market Committee will meet quarterly or more frequently as deemed necessary by the Chair.

Areas of Responsibility

City of Lucas – The City provides liability insurance, logistical support/site management, and administers all matters relating to public safety and health. The City provides a liaison to the Lucas Farmers Market Committee to support the relationship between the Committee and the City. Providing funding for market-related expenditures will be at the discretion of Lucas City Council.

Lucas Farmers Market Committee – The LFMC is responsible for the day-to-day operations of the market and maintains primary contact with the vendors and the City. The LFMC leads the marketing efforts and facilitates the creation of a reliable customer base for its vendors. The LFMC operates with officers consisting of a Chair, Vice-Chair, Vendor Coordinator, and up to 5 community volunteers. The City of Lucas Parks and Open Space Board appoints a member from that board to serve as Chair of LFMC. The appointment is effective on January 1, in odd numbered years for a two-year term. The City of Lucas will be responsible for minutes and records management. To be a member of the LFMC in good standing, you will be required to volunteer at a minimum of six markets or serve in another capacity that provides equitable support of the market.

The following describes the duties associated with each appointed officer position of the LFMC:

- Chair – Serves as the liaison to the City Of Lucas Parks and Open Space Board and facilitates the logistics of the market including vendor space assignments. Responsible for scheduling LFMC meetings, setting the agenda and facilitating discussion. Oversees the budget pertaining to market expenditures. Appoints subcommittee(s) based on the needs of the market. Maintains the approved vendor list, finalizes the vendors/market, sets the vendor space assignments, and communicates this information along with other market logistics to the vendors.
- Vice-Chair – Assist the Chair in preparation of meeting agendas and facilitates the recruitment of volunteers to assist with market logistics and operations on the day of the market. At the discretion of the Chair, may assist or coordinate site visits as needed for vendor approval.
- Vendor Coordinator – Assists with recruiting vendors to participate in the market and manages the communication between the vendor and the LFMC. Facilitates space assignments with vendors and serves as the liaison regarding vendor relations with the market.
- Community Volunteers – Up to 5 volunteers are appointed by the Chair to serve on the LFMC. These volunteers will serve on an annual basis beginning January 1. To be a member in good standing, these committee members must work at least six markets.

The following describes the duties associated with Committees of the LFMC:

- Marketing Committee – The Chair will appoint individuals to the LFM marketing committee to create and implement a marketing plan including but not limited to:
 - Website – Promotes the Lucas Farmers Market to ensure an adequate customer base. Maintains the Lucas Farmers Market website and provides articles for the Lucas Leader and other publications. Acts as the point of contact for press inquiries and generates information for the media.
 - Marketing and Social Media - Promotes the market through the Lucas Farmers Market Facebook site, social media sites, prints, newsletters, signage, other marketing materials, and assists with recruiting vendors.
- Vendor Selection Committee – The City of Lucas Parks and Open Space Board will serve to approve vendor applications for the upcoming year. The Board may approve as needed any vendors deemed necessary after the application period. In the event the board cannot meet in a timely manner, the Chair may approve the vendor application.
- Appointment of a Vendor Advisory Council – Consisting of a minimum of a vendor from each category to meet with the City of Lucas Parks and Open Space Board for Q&A, at least one time but not more than two times per year to provide feedback on operational deficiencies and strengths.

MARKET OPERATIONS

Restrictions for Public Health Safety - The Lucas Farmers Market Committee developed multiple market scenarios to meet changing safety requirements during the COVID-19 pandemic. The scenarios are described in phases and the described details will be adjusted as needed to stay in line with evolving state and local requirements. Below is a summary of the stages:

- Stage I - normal operations – increased space between booths for aesthetic appeal with booths ten feet from walkway.
- Stage II - minor adjustments needed for public safety - vendors and customers are required to wear masks, max of two non-family members running each vendor booth, increased space between booths, wash stations provided, and booths are back twenty feet from walkway. Total participation controlled through parking limitations.
- Stage III - significant adjustments needed - drive through market. Customers browse and purchase as they drive by the vendor booths. Vendors wear masks and sampling will not be available. A pre-order pre-paid pick-up station will be available for vendors wanting to use this service. The number of booth locations will be limited along the perimeter of the gravel parking lot and along the paved parking lot adjacent to the park. Food suppliers will be prioritized if demand exceeds availability.
- Stage IV - significant concern for public safety - a drive through pre-order pre-paid pick-up market only. During this stage, vendor participation will be limited to agricultural producers and value-added vendors that provide primarily food items.
- Stage V - extreme concern for public safety - market operations closed.

The City of Lucas will monitor public health safety along with state and local requirements. The Mayor will provide a decision on which stage the LFMC needs to implement for all markets with consideration to have this done with enough notice so that vendors can plan. Participation in the Lucas Farmers Market is conditional on following established guidelines. Vendors who do not comply, will be asked to vacate the Market.

Market Dates - The schedule will be determined by the LFMC and will typically be held on the second and fourth Saturday during the season.

Market Hours - The Market is open from 8 am – Noon.

Schedule – The following schedule is established to assist vendors.

| | |
|------------|------------------------------------------------------------------|
| 6:00 | On-Site Volunteers begin setup |
| 6:30-7:50 | Vendor setup |
| 7:55 | All vendor vehicles must be relocated to the vendor parking area |
| 8:00 | Market is open |
| 12:00-1:00 | Breakdown |
| 1:00 | Vendors must be out |

Services provided by LFMC:

- Off-loading dollies shared between vendors for ease of set up
- 120v electrical
- Restrooms

Severe Weather Closure Policies - The Lucas Farmers Market is open rain or shine. However, when threat of lightning is detected or other severe weather, the market will close immediately. The LFMC will rely on the City's Emergency Management Coordinator for weather-related information and make public safety a priority. Vendors should NOT wait for a verbal confirmation from market volunteers or City staff and use good judgement in recognizing threats for severe weather. Vendors should take with them: cash boxes and anything of value that they may carry in their arms in one trip. Vendors should establish ahead of time a system for how to manage their preorders and communicate with customers. The City of Lucas staff and the LFMC will determine whether to close the market for the day. The market will only close if it forecasts predict persistent severe weather and high likelihood of lightning.

VENDOR CATEGORIES AND PRODUCT DESCRIPTIONS

A vendor is defined as any Lucas Farmers Market participant that submits a vendor application and is approved as a vendor by the Parks and Open Space Board to sell their product(s). Vendors are divided into four main categories:

- Agricultural Producers
- Value-Added Producers
- Artisans
- Ready to Eat Foods

Agricultural Producers - Any vendor who grows, raises, and/or wild-harvests a food product.

- Farmers – Growers of vegetables, herbs, fruits, nuts, mushrooms, cactus, nursery products, grains, flowers, and other horticultural crop
- Ranchers – Producers of animal-based products, including meat, eggs, and dairy products
- Other – Producers of other raw, unprocessed products that are grown or raised on a farm or ranch or wild-harvested in accordance with relevant regulations, to include honey, seafood, and foraged foods.

Value Added Producers - Any vendor who uses one or more ingredients to create a product by processing, blending, packaging, or altering using other preparation methods.

- Prepared Food Vendors – Any vendor who prepares foods in an approved production facility to be consumed off-site or to be used as an ingredient.
- Cottage Food Vendors – Producer of foods prepared under the Texas Cottage Food Law (Texas Department of State Health Services, Health and Safety Code, Title 6, Chapter 437).

Artisans - Artist or craftsperson who produces originally designed hand-crafted products that are unique and of high-quality, to include crafts, artwork, inedible products such as herbal products, personal care, and beauty products. To maintain the farm and food focus of the markets, only a limited number of artisans will be approved as vendors.

Ready To Eat Food – Commercially licensed or legal to produce food under the Texas Cottage Laws serving “ready to eat” foods at the market. Ready to eat vendors may also have refrigerated or frozen food to sell for off-premise consumption.

- Restaurants
- Concession Stands
- Cottage Food Vendors

RULES AND REGULATIONS

All Vendors must comply with the following:

1. All products sold at the Lucas Farmers Market must be grown, raised, or produced directly by the vendor. A few exceptions are considered (see Agricultural Producers Rule).
2. All production must take place in North Central Texas and must be performed using land and facilities that the Vendor controls through ownership, lease, rental, or other legal agreement.
3. Products must be produced and sold in compliance with all applicable federal, state, and local laws and regulations.
4. Vendors are responsible for maintaining required permits, licenses, and certifications for all products they produce.
5. Vendors must follow product sampling guidelines as specified by the Collin County Health Department.
6. Vendors are permitted to sell only items that were approved upon application. New products intended for sale by current vendors but not included on the most recently approved application must be approved prior to their sale at Market. Vendors may amend their application to reflect product changes and must be approved by the Lucas Farmers Market Committee.
7. All vendors may be subject to a site visit upon admittance, and additional visits as noted in the rules specified for each vendor type.
8. The City of Lucas does not allow the sale of beer, wine, or liquor at the Lucas Farmers Market.

Agricultural Producers

1. All farms and ranches may be visited prior to or upon admittance. Furthermore, Agricultural producers may be subject to site visits annually. We reserve the right to visit any affiliate site, such as: packing warehouses, secondary properties (leased or owned), indoor growing facilities, etc.
2. **Unapproved resell will not be tolerated.** Agricultural Producers may apply to represent farm and ranch products whose products are not produced at all locally or are not currently produced in sufficient quantity by the existing mix of vendors, provided the product meets all other requirements. Exceptions to this rule will only be considered if full disclosure of the name and contact information of the place of origin is provided. Farm or Ranch of origin may be subject to a site visit. If approved, vendor will be obligated to inform public of the name and location of farm of origin; this information must either: 1) be posted on a sign that correlates directly with the sourced product, or 2) noted on the product label.
3. Application from Agricultural Producers whose products are not produced at all, are not currently produced in sufficient quantity, or merchantable within the North Central Texas

region or State of Texas may be considered, in the City of Lucas Parks and Open Space Board's sole discretion, provided the product meets all other requirements. The North Central Texas region includes the following counties: Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.

4. All items sold as organic must meet the requirements of the National Organic Program.
5. Approved Vendors may sell plants and trees, fresh and dried flowers, herbs, and decorative vegetation grown or legally gathered themselves. Purchased nursery stock must be repotted and grown for a minimum of four weeks before being sold.

Animal Producers

1. All vendors may be subject to one site visit prior to or upon admittance. Furthermore, Animal Producers may be subject to one site visit annually.
2. Animals used in production of products for sale at Market must be raised and managed using humane husbandry practices and environmentally sound methods.
3. Live animals for sale are not allowed on site. Animal producers may take orders for the sale of animals.

Value-Added Producers

1. All vendors may be subject to one site visit prior to or upon admittance. Furthermore, Value Added Producers may be subject to one site visit annually.
2. Value-Added products must be processed and packaged by the vendor in their own facility or created and developed by the vendor and produced in a processing facility under the direction of the vendor.
3. In reviewing new vendor applications, special consideration will be given to those producers who can verify the use of local ingredients or local production.
4. Vendors must, when required, obtain, maintain, and display necessary permits or licenses.
5. All items intended for human consumption must be always kept off the ground and be in a safe condition. The producer/seller will be solely responsible for damages resulting from the sale of unsound goods.

ONSITE MARKET RULES

All vendors and attendees must comply with Section 1.09.062 Conduct Prohibited in Parks in the City of Lucas Code of Ordinances (Attachment A). In addition, it is important to comply with the following:

1. **Smoking and vaping:** Smoking and vaping are prohibited at the Market, including beneath the pavilion and in surrounding green spaces and parking lots.
2. **Alcohol and drugs:** The consumption of alcoholic beverages or drugs is prohibited at the Market.
3. **Accessibility:** Pre-determined fire lanes and ADA pathways cannot be blocked.
4. **Soliciting:** Soliciting is prohibited at market by unapproved vendors.

Space Assignments:

1. Space assignments will be based on attendance, product mix and logical constraints as determined by the LFMC. Typically, space assignments are in the Community Park and are

10 feet x 10 feet in size and are designated by the Vendor Coordinator. During times of inclement weather and at the discretion of the LFMC, space assignments may be relocated to the pavilion and are typically smaller at approximately 8 feet x 10 feet.

2. Transactions between customers and vendors may only occur within the assigned space.
3. Vendors may request a maximum of two spaces and the request should be made via the application process for consideration by the LFMC.
4. Vendors shall provide all their own equipment and must not exceed the parameters of the assigned space. Tents must be weighted with twenty-five pounds for each corner or staked in a safe manner. The City or the LFM will not provide weights, canopies, tables, chairs, or provide assistance with set-up or tear-down. Vendors shall set up in their assigned space and not request specific spaces.

Signs:

1. Vendors shall post a sign with the name of their business and business location.
2. Vendors are encouraged to post a price list.
3. Signage must be accurate and truthful in claims of production practices, sourcing, or other claims.
4. Signs outside of the space will be reviewed and approved by the LFMC prior to displaying if they do not restrict movement or physically interfere with the sale of another vendor.
5. Banners Inside the Pavilion: a.) Mounting a banner in between neighboring pavilion stalls is not permitted. b.) When a sign is mounted on the back side of a booth, the materials (rope, bungee cords, etc.) may not span outside of the vendor's space. c.) Mounting a banner to table fronts is acceptable.

Attendance:

1. Market dates will be mutually agreed upon by the vendor and LFMC at the start of the season.
2. All vendors are expected to attend Markets on a regular, year-round basis, unless the application was otherwise approved as a part-time or seasonal vendor.
3. Any changes to market attendance should be communicated to the Vendor Coordinator as soon as possible.
4. Cancellations communicated less than two weeks prior to a market are subject to vendor dismissal from the market. Emergency last minute cancellations should be infrequent and communicated as soon as possible.
5. When a vendor fails to email (farmersmarket@lucastexas.us) the LFMC by 7:00 am on the day of absence, the vendor may be subject to dismissal.
6. In the case of an emergency which prohibits attendance, notify the LFMC as soon as possible.
7. Vendors must have their booths completely set up at least 10 minutes prior to the start of Market and not tear down until the market closes.
8. The LFMC will determine vendor locations in the park and provide this information in advance of the market.

Parking: Vendors are prohibited from parking in spaces designated for customers except for set-up and tear-down. Vendors with physical limitations or disabilities are exempt from this rule.

Pricing:

- 1. Vendors will determine the prices of their own products.
- 2. The sale or likely sale of goods at less than fair value (dumping) is prohibited.

Professional Conduct:

- 1. Vendors must represent their products in an honest manner, whether written or verbal.
- 2. Vendors asked by City Staff to remove products that present a threat to health must do so immediately.
- 3. Vendors must conduct themselves in a courteous and professional manner at the Market.
- 4. Vendors must treat customers, staff, volunteers, and fellow vendors with respect.
- 5. Inaccurate, inappropriate, threatening, or harassing words or statement construed as disparaging or harmful to other vendors, vendor-to-customer relationships or the Market is prohibited and can be grounds for termination.
- 6. No music other than that provided by the Market is allowed.
- 7. No disruptive or aggressive promotion is allowed.
- 8. Vendors are responsible for keeping their area clean during the Market and are responsible for cleaning their space after the Market is over. Unsold product and packing boxes must be carried off site.

Natural Gas and Propane Use: Natural Gas and Propane use is prohibited at the market.

Electric Use: Please be aware of overloading our breakers. Always inform City staff of power outages so that an electrician can be contacted. Space heaters (electric and propane) are prohibited and electric use for personal comfort is prohibited.

VIOLATIONS

Vendors will be notified of violations of the rules and regulations by one of two methods:

- 1. A verbal notification on a market day from the LFMC representative or City Staff, followed by an email verification; or
- 2. By written notice from the LFMC.

If a vendor fails to cease or remedy a violation within the time specified, the vendor may, in the Committee’s discretion, be subject to any of the following:

- 1. Relocation of space; or
- 2. Dismissed from the Market

The LFMC may, in its discretion, terminate a vendor’s participation in the Market for repeated violations of which the vendor has been notified.

VENDOR FEES

Application Fee – The Lucas Farmers Market does not charge an application fee.

Participation Fee – Beginning with the 2021 season, the Lucas Farmers Market will charge a participation fee of \$20 per market. Fees will be collected the day of the market. Vendors that reside

in the City of Lucas will be exempt from the participation fee.

DISPUTES AND GRIEVANCES

The following procedures are in place to provide any vendor with a clear process for settling a dispute or addressing a complaint or grievance.

On-site Resolution

Notifying the LFMC is the first step in addressing any matter. The LFMC will make every effort to resolve an issue. Vendors are asked to provide the Chair with a clear explanation of an issue, and to collaborate with staff to reach a resolution. After gathering all available information, the Chair and City Staff will decide regarding the issue based on their interpretation of the best interest of the Market as a whole and the specific circumstances. Vendors must abide by the determination on that Market day to maintain order in the Market. If a vendor disagrees with the determination, the formal Grievance Process is in place.

Grievance Process

A vendor should send written statement of the grievance to the Chair of the LFMC within thirty (30) days of the incident. Written statement can be sent to farmersmarket@lucastexas.us. The Chair of the Committee shall use best efforts to resolve the grievance within fourteen (14) working days of receiving the written statement. At the end of this period, the Chair of the Committee shall issue a written response to the grievant with either the resolution or next steps if additional time is needed to address the issue. The Chair of the Committee shall issue a final written response to the grievant within thirty (30) days of the initial complaint.

FEEDBACK

Input and feedback from vendors, customers, and all Lucas Farmers Market stakeholders is valued. If you would like to share any thoughts, please send an email to farmersmarket@lucastexas.us.

Attachment A

City of Lucas Code of Ordinances, Article 1.09 Parks and recreation, Section 1.09.062 Conduct Prohibited in parks.

As used in this division, “city park” or “park facility” shall mean any area in the city owned or used by the city, or by the city jointly with any other governmental or private entity, devoted to active or passive recreation, and includes but is not limited to athletic fields, recreation areas, community center property, and those areas designated as city parks. The following acts, omissions or conduct are prohibited within the limits of all city parks and no person, firm or corporation shall engage in, commit, cause, or suffer the following acts, omissions or conduct:

- (1) To enter or remain in any park facility between the hours of 11:00 p.m. and 5:00 a.m. unless different hours for the park facility have been designated. All soft surface trails shall be closed from dusk until dawn where on-site signage is posted, unless different hours have been posted;
- (2) To allow any pet or animal to run at-large or fail to keep a pet or animal restrained by a leash, chain or cord not more than six (6) feet long;
- (3) To dump or litter any park. All persons shall use receptacles provided for the deposit of refuse;
- (4) To tie or restrain an animal by attaching its leash to fencing, trees, benches, bleachers, pole or other park facility infrastructure;
- (5) To operate a motor vehicle within any city park in any area not designated as a roadway for vehicular traffic (for the purposes of this subsection, “motorized vehicle” means any vehicle or conveyance which is self-propelled) which would exclude electronic wheelchairs or electric scooters for the disabled;
- (6) To use or ride on a skateboard within a city park;
- (7) To possess, use, discharge or employ any fireworks, firearm, BB gun, air gun, bow and arrow, or slingshot is prohibited with the exception of licensed holders who are authorized to carry firearms in accordance with state law;
- (8) To sell, possess or consume any alcoholic beverage;
- (9) To erect, post, distribute, or place any advertising material, sign, circular, or handbill without the prior permission of the city;
- (10) **(A)** To practice, conduct, or carry on any commercial activity, trade or business activity unless said commercial activity has been approved through a facility use agreement issued by the city manager or designee.
(B) In approving a facility use agreement for a commercial activity, the city manager or designee shall consider whether such activity is classified as a recreational activity that enhances the overall well-being of participants and includes but is not limited to the provision of physical fitness classes, athletic sports activities and services that promote healthy lifestyles. It does not include the sale of products and/or goods. While this activity may serve nonresidents, the provider must make the provision of recreational programming to city residents a priority. The

number of city residents served may be taken into consideration on future applications for use of park facilities.

(C) City residents only may reserve the city park facilities for commercial residential activity daily from 5:00 a.m. through 8:00 a.m. and from 7:00 p.m. through 9:00 p.m. The community center is not available for use for commercial residential activity and may only be reserved by city residents.

(D) A city facility use agreement must be completed and submitted to the city manager for consideration along with the required fee as shown in the fee schedule set forth in appendix C. The applicant must provide documentation demonstrating the vendor's liability insurance coverage in the amount of \$1,000,000.00 and must name the city as an additional insured on the certificate of insurance. The applicant shall be responsible for any damage to the park facilities.

(E) The applicant may reserve the park facility up to two months in advance of the event and must reapply for any subsequent use. If any park facility is left in a condition that is unacceptable to the city, the city reserves the right to not allow the vendor to use any of its facilities in the future.

- (11)** To cause, create or maintain any nuisance or engage in any conduct or activity that unreasonably disturbs persons of ordinary sensibilities;
- (12)** To use any type of sound amplification devices which include but are not limited to loudspeakers, amplifiers or microphones without the written permission of the city;
- (13)** To ascend, descend, operate, or launch any aircraft, including but not limited to hot air balloons, airplanes, paraplanes, ultralight aircrafts, helicopters, drones, remote/radio controlled devices and gliders;
- (14)** To hit golf balls of any type in a park facility;
- (15)** To camp overnight in or upon any park facility;
- (16)** To enter onto a reserved facility or area, or a location where scheduled activities are occurring, during the period that the area or facility is reserved or during the scheduled activity and remain or return there after the person has been given notice to leave. Reserved facilities and areas, and scheduled activities, include but are not limited to: athletic fields and pavilions;
- (17)** To make or kindle a fire except in public stoves, grills, fire pits, or designated areas provided for that purpose. Fires shall not be left unattended and must be extinguished prior to departure. The city manager may prohibit all fires in public parks during those periods that he, in his sole discretion, determines that extreme dry weather, high winds or other conditions endanger public health and safety;
- (18)** To use or consume any tobacco products within a park facility;
- (19)** To destroy, damage, deface or remove shrubbery, trees, soil, grass, turf or other vegetation, rock, minerals or any other personal or real property.