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February 17, 2014

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CITY OF  
MANITOWOC

David Less  
City Planner

**Memo**

To: Mayor and Common Council

From: David Less, City Planner

Re: **2014 Farmers' Market - Material Packet**

Dear Mayor and Council Members:

Attached please find: (i) materials prepared for the upcoming 2014 Manitowoc Farmers' Market; and (ii) an "Agreement for Management Services 2014 Manitowoc Farmers' Market". The Agreement is requested for approval Monday night, and appears on the agenda as a separate Council document.

As you know, the Market is sponsored by the City in cooperation with area vendors. The directive was issued by Council on February 3<sup>rd</sup> for the Planning Department to administer the Market in 2014. As such, the attached materials include an application for the 2014 Market, and an outline of the policies and procedures surrounding the Market. A copy of this memo and attachments is being provided to other City personnel so that they are aware of the details surrounding the 2014 Market.

Regarding the "Agreement for Management Services", this independent contractor arrangement is funded entirely with funds from the Farmers' Market account. This arrangement is the same as was used in 2013 and in prior years, and has been reviewed by the City Attorney's office.

Acceptance of this report: (i) authorizes the City Planner to continue to act as the City's agent in administering all aspects of the 2014 Farmers' Market program; (ii) approves the "Agreement for Management Services"; and (iii) authorizes the Mayor and Clerk to execute the Agreement on behalf of the City.

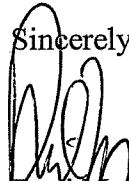


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If you have any questions, please do not hesitate to contact me directly.

Sincerely,



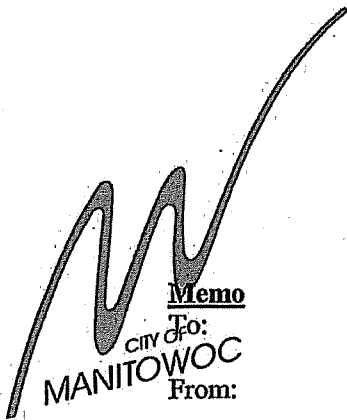
David Less  
City Planner

Attachments


cc. Paul Braun  
Lisa Mueller  
Rick Schwarz  
Dan Koski  
Greg Minikel  
Randy Junk  
Jim Muenzenmeyer  
Kathleen McDaniel  
Jennifer Hudon  
Sarah Hoppe  
Steve Corbeille  
Gregg Kadow  
Tony Dick  
Cherilyn Stewart

FORMS WITH YELLOW DOTS IN THE UPPER RIGHT CORNER SHALL BE SIGNED AND RETURNED TO THE PLANNING DEPARTMENT IN CITY HALL, 900 QUAY STREET.

February 10, 2014

  
**Memo**  
To: Participants in 2014 Manitowoc Farmers' Market  
From: David Less, City Planner  
Re: Manitowoc Farmers' Market - 2014 Information and Application

Participants in 2014 Manitowoc Farmers' Market

David Less, City Planner 

**Manitowoc Farmers' Market - 2014 Information and Application**

Welcome to the 2014 Manitowoc Farmers' Market (the "MARKET"). Enclosed is information and your application for participation in the 2014 MARKET. This is important information, and you should read all materials so that you have a thorough understanding of the MARKET requirements.

Attached you will find the following:

- 2014 MARKET Information & Policies;
- 2014 MARKET Participation Agreement and License Agreement" and an "Acknowledgment" (together referred to as the "AGREEMENT");
- 2014 VENDOR application questionnaire;
- License/permit information, and cooking guidelines;
- 2014 MARKET map; and
- 2013 year end MARKET financial statement.

Regarding the 2014 MARKET, the key items of information are as follows:

1. **2014 MARKET hours and dates:**
  - **Tuesday's (12:00 P.M. – 6:00 P.M.), beginning June 10<sup>th</sup> through October 7<sup>th</sup>.**
  - **Saturday's (8:00 A.M. – 2:00 P.M.), beginning May 17<sup>th</sup> through October 25<sup>th</sup>.**
2. Applications and all required fees are due to the City Planning office (the "City" or "City Planning") no later than **4:00 P.M. on Friday, March 7, 2014**. Confirmation of display area space(s) will be mailed to VENDORS in April.
3. **For 2014, the official City-designated MARKET representative will again be Sherrie Richards (s.irene63@yahoo.com).** Sherrie will be the main VENDOR contact for MARKET information and guidance, and will coordinate the day-to-day operation of the MARKET. Sherrie can be contacted on her personal cell at 920-629-2919, or her MARKET cell at 920-973-9160. The City will continue to be responsible for the overall administration of the MARKET as they have done in the past.
4. **VENDORS who participated in the 2013 MARKET may request a maximum of four (4) display area (parking) spaces.** All new or first-time VENDORS may request to use a maximum of two (2) display area spaces. While every effort will be made to provide 2013 VENDORS with the same



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number of display area spaces in the 2014 MARKET, we reserve the right to reduce the number of spaces requested by a particular VENDOR based on overall VENDOR demand for space in the MARKET.

5. Rates for VENDOR display area spaces at the MARKET have not changed from 2013: **\$110.00/display area space for all VENDORS whose completed application and all fee payments arrive at the City Planning offices on or before 4:00 P.M. on Friday, March 7th.** VENDORS whose application and fee payment arrive at the City Planning offices **after 4:00 P.M. on March 7th may purchase display area spaces at the charge of \$160.00/display area space.**
6. A **“flex space”** will again be available in the 2014 MARKET for un-registered VENDORS who want to participate in either the Tuesday or Saturday MARKET for a limited number of days. An un-registered VENDOR must be pre-approved by the City, and may only be authorized and scheduled by the City to occupy the “flex space” after payment to the City of a fee of **\$50 for not more than a maximum of two (2) MARKET days in 2014.** The “flex space” shall only be available to growers/sellers of produce, and food sale and preparation vendors, but not artisan/crafters.
7. **VENDORS are required to only occupy and use their designated and assigned display area space(s) between June 10th and September 20th.** On any other MARKET dates, a VENDOR may relocate to other available display area space(s) in the MARKET, as long as the VENDOR first contacts the official licensee/occupant of those spaces to make sure they are available and not committed to usage, and with the prior approval of the City-designated MARKET representative, Sherrie Richards. A list of all VENDORS, including telephone and e-mail addresses (if available), will be provided by the City to VENDORS as part of the mailing in April.
8. Artisan/crafters that participated in the 2013 MARKET shall have preference in terms of display area space location in the MARKET if their completed application is filed, and all fees paid to the City on or before March 8th, subject to space availability. **All artisan/crafters that participated in the 2013 MARKET that have their completed applications filed with, and all fees paid to the City by 4:00 P.M. on Friday, March 7<sup>th</sup> shall be accepted into the 2014 MARKET, subject to the following:** The maximum number of artisan/crafters to be permitted in the 2014 MARKET shall not be more than 20 per cent of the total number of VENDORS filing their application and all required fees are paid by March 7<sup>th</sup>. While every effort will be made to provide 2013 artisan/crafters with the same number of display area spaces in the 2014 MARKET, we reserve the right to reduce the number of spaces requested by a particular VENDOR based on overall VENDOR demand for space in the MARKET.
9. If you anticipate having gross sales at the MARKET of over \$1,000 in taxable merchandise in calendar year 2014, you will need to contact the Department of

Revenue (DOR) to secure a seller's permit and sales tax number (see "License/Permit Information" sheet). VENDORS that anticipate gross receipts of less than \$1,000 or are sellers of only raw vegetables or fruits for home consumption, are not responsible for payment of sales tax. **VENDORS are expressly responsible for making sure they have obtained all required certifications and licenses required to legally operate at the MARKET. Contact the Manitowoc County Health Department for guidance on requirements.** If the City accepts a VENDOR into the 2014 MARKET, this should not be interpreted as an acknowledgment by the City that all certifications and permits are in place. The VENDOR is solely responsible to make sure their operation is legal.

10. **For 2014, if you are a VENDOR that is not utilizing your personal vehicle in your display area space, please park your personal vehicle(s) in a City-owned parking lot such as City Hall, and not at the customer parking area of the MARKET, as it will again be used to house additional VENDORS.**
11. Regarding the usage of a "generator" (as defined on Page 9 of the "2014 MARKET Information & Policies" document), we will allow them in the MARKET under certain conditions only.
12. For 2014, MARKET VENDORS can participate at no cost in our new **FoodShare/SNAP program**, designed to provide low income persons with a source of fresh foods. If you are interested in taking advantage of this program, please **contact Sherrie Richards**.

Of course you know that the MARKET's home in 2014 will again be the parking lot north of the Manitowoc Public Library on Quay Street, east of 8<sup>th</sup> in downtown Manitowoc.

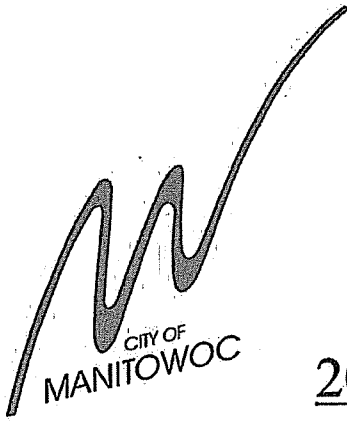
A questionnaire has also been included in this packet, which **must** be completed and returned with your application. VENDORS are responsible for making sure all legal requirements such as calibrated scales, and all licensing and certification requirements are satisfied and in place. Compliance with all applicable federal, state or local requirements is the express responsibility of each VENDOR.

Again, read the enclosed information and follow the directions. To file a complete application with the City for participation in the 2014 MARKET, you must submit **all** of the following:

- The AGREEMENT with the attached "Acknowledgment" filled out and signed by the participating VENDOR;
- The required fee payment;
- A copy of all required VENDOR certifications and licenses.
- Generator specifications including decibel level, if a VENDOR plans on using any type of generator on the MARKET property;
- For artisan/crafters, photographs of the type of items to be sold at the MARKET; and
- Completed questionnaire.

Submit this information to the City of Manitowoc, Attn: Planning Department,  
900 Quay Street, Manitowoc WI 54220-4543.

In April, we will send you a copy of the fully signed license AGREEMENT, along with your display area space(s) assignment for the 2014 MARKET. In closing, if you have any questions regarding these materials, please contact Lisa Mueller or myself directly at (920)686-6931.



CITY OF  
MANITOWOC

David Less  
City Planner

# Downtown Manitowoc Farmers' Market 2014 MARKET Information & Policies

(Retain for VENDOR Records)

## 2014 MARKET HOURS:

- **Tuesday's – 12:00 P.M. (noon) – 6:00 P.M.**
- **Saturday's – 8:00 A.M. – 2:00 P.M.**

## What is the Mission of the MARKET

- To give growers and producers of Wisconsin agricultural commodities, other farm-related and hand-made products alternative marketing opportunities.
- To promote the sale of both Wisconsin-grown farm products, and unique ethnic products not readily available in this area.
- To provide an opportunity for farmers and people from the community to deal directly with each other, rather than through third parties, and to get to know and learn from one another.
- To preserve Wisconsin's unique agricultural heritage and the historic role played by farmers' markets.
- To create a community-wide, family-oriented environment, and to celebrate diversity through foods, arts and gifts.
- To enhance the Manitowoc MARKET as a food market (garden grown, not store bought) first, with priority to locally grown products.



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## MARKET Season, Dates and Hours

The 2014 MARKET will be run on **Tuesday (12:00 P.M. to 6:00 P.M.)** and **Saturday morning (8:00 A.M. - 2:00 P.M.)**. Tuesday's MARKET **begins June 10th** and will **end on October 7th**. Saturday's MARKET **begins May 17th** and will **end on October 25th**. The MARKET will be held regardless of weather conditions, unless such conditions present a safety risk to the general public.

VENDORS (sellers) must clean up their stall(s), remove all garbage, and leave the MARKET property no later than 7:00 P.M. on Tuesday MARKET days, and 3:00 P.M. on Saturday MARKET days. For insurance liability reasons, VENDORS are strongly encouraged to remain at the MARKET in their designated display area space(s) until 6:00 P.M. on Tuesday MARKET days, and until 2:00 P.M. on Saturday MARKET days even if they have sold all their goods. No customer sales are permitted before 12:00 P.M. on Tuesday and 8:00 A.M. on Saturday MARKET days.

**SPECIAL NOTE: KRAZY DAZE IS SCHEDULED FOR SATURDAY, JULY 12, 2014. THIS IS A MAINLY MANITOWOC, INC. SPONSORED EVENT. YOUR REGULAR 2014 MARKET DISPLAY AREA SPACE(S) ASSIGNMENT IS NOT VALID FOR KRAZY DAZE. ALL VENDORS WILL BE CONTACTED IN EARLY JUNE, 2014 TO DETERMINE INTEREST IN THE MARKET DURING KRAZY DAZE. DISPLAY AREA SPACE(S) WILL BE ASSIGNED AND THE INFORMATION PROVIDED TO YOU BY JULY 1, 2014.**



**OTHER KEY 2014 DOWNTOWN MARKETING EVENTS INCLUDE:**

<b>SPRING MARKET DAY</b>	<b>JUNE 14<sup>TH</sup> (Sa)</b>
<b>KRAZY DAZE</b>	<b>JULY 12<sup>TH</sup> (Sa)</b>
<b>SENIOR DAY/NATIONAL FARMERS MARKET DAY</b>	<b>AUGUST 9<sup>TH</sup> (Sa)</b>
<b>MARKET APPRECIATION DAY</b>	<b>SEPTEMBER 13<sup>TH</sup> (Sa)</b>
<b>HARVEST FEST</b>	<b>OCTOBER 4<sup>th</sup> (Sa)</b>

**THESE DATES ARE SUBJECT TO CHANGE. THE SPONSORS FOR THESE EVENTS ARE RESPONSIBLE FOR CONTACTING MARKET VENDORS IN ADVANCE OF THE EVENT.**

**Enforcement of MARKET Rules and Policies**

The CITY-designated MARKET representative is responsible for overseeing and coordinating MARKET set up and take down on all MARKET days with participating VENDORS, and to make sure the rules of the MARKET are being followed.

Sherrie Richards, is the designated City representative for implementing the MARKET policies, and coordinating the day-to-day operation of the MARKET. Sherrie can be contacted as follows:

**s.irene63@yahoo.com (e-mail)**  
920-629-2919 (Personal cell)  
920-973-9160 (MARKET cell phone)  
920-682-4794 (home)

David Less, CITY Planner, is the CITY contact person and authorized agent responsible for enforcing all rules and regulations regarding operation of the MARKET. He is responsible to oversee the legal operation of the MARKET, and is responsible to resolve any disputes or problems, including inappropriate MARKET conduct, by and between VENDORS.

**Work**  
900 Quay Street  
Manitowoc WI 54220-4543  
(920)686-6931 (telephone)  
(920)686-6939 (fax)  
**dless@manitowoc.org**

**Home**  
(920)684-3789  
**less3920@tm.net**

If a VENDOR feels they are being harassed by other VENDORS, is being negatively affected by a generator (as defined on p. 8) noise or smell emanating from a VENDOR or a VENDORS equipment or vehicle, or if a VENDOR observes negative behavior of another VENDOR in the MARKET and wishes to report it to the CITY, they are encouraged to contact David Less either in person, or by telephone, fax or e-mail. The anonymity of the complaining party will be protected to the fullest extent possible. If appropriate and to the fullest extent possible, a three (3) person committee including David Less and up to two (2) independently selected MARKET VENDORS will be convened within 96 hours of any incident under this section (other than complaints for which a written warning or complaint is filed by the Manitowoc Police Department under the "VENDOR Conduct" section) to make a final determination of any corrective action required against a VENDOR(S), including issuing warnings, removal from the MARKET, etc.

**Web Site**

The CITY is responsible for maintaining information on the MARKET at the CITY's website at [www.manitowoc.org](http://www.manitowoc.org).



### **Coalition for Activity and Nutrition (CAN)**

CAN is a consortium of Manitowoc County organizations with a vision to promote and support healthy lifestyles in Manitowoc County. Over the 2014 MARKET season, CAN is planning towards having approximately 8 demonstrations at the MARKET that would address topics including food preservation, food safety, and how to use foods and spices. These demonstrations will be organized by Sherrie Richards.

### **FoodShare / Supplemental Nutrition Assistance Program (SNAP)**

The MARKET now participates in the FoodShare program. This program allows FoodShare or food stamp recipients to buy nutritious food at the MARKET from VENDORS that display a Quest sign. Transactions are completed with an Electronic Benefits Transfer (EBT) card. There is no cost to participate in this program.

This program began at the MARKET in mid-season in 2012, and has been used by several MARKET VENDORS to conduct business with qualified customers. In 2012, sales from this program totaled \$198. In 2013, sales totaled \$1,186. THIS PROGRAM IS A GROWTH OPPORTUNITY. Qualified individuals can buy foods such as bread, cereal, fruits and vegetables, dairy products, and seeds and plants. Participating in this program means greater access to the estimated 3,750 eligible households in Manitowoc County. If you are interested in participating in this program in 2014, contact Sherrie Richards.

### **Location**

The MARKET property is located north of the Manitowoc Public Library, at Quay and 8<sup>th</sup> Street in downtown Manitowoc.

### **Approved VENDORS**

Only VENDORS approved by the CITY may participate and sell products in the MARKET. VENDORS at the MARKET are granted a non-transferable, revocable license to occupy and use display area spaces at the MARKET, subject to the terms set forth herein. An approved VENDOR is a party that meets all of the following requirements: (i) sells product at the MARKET; (ii) has in its possession an "Acknowledgment 2014 MARKET Participation and License Agreement" signed by both the VENDOR and the CITY; (iii) has submitted copies of all relevant certifications and licenses to the CITY; and (iv) has paid all required display area rental fees to the CITY. The term VENDOR includes the individual(s) signing the Acknowledgment and any employees, family members or friends identified in the "VENDOR Information" portion of the Acknowledgment, that will assist the approved VENDOR at VENDOR's authorized location in the MARKET.

### **Sub-Licensing of Vendor Spaces**

*A City-approved VENDOR that wishes to allow a non-authorized party to use his/her space(s) at the MARKET shall first be required to obtain approval from Sherrie Richards, and may only allow a party to occupy and use the VENDOR's display area spaces if the new party is conducting a similar activity to that of the City-approved VENDOR, ie. grower can only make this arrangement with another grower.*

### **Prohibited VENDORS**

VENDOR's who obtain and attempt to re-sell used or secondhand household items, or flea market items at the MARKET are expressly prohibited. Flea market items are defined as commercially mass produced or imported items, wholesale, odd-lot or closeout items, including, but not limited to vintage clothing, furniture, lighting fixtures, toys, paper goods, glassware, linens, books, ceramics, jewelry, dolls, doll clothes, t-shirts, sweatshirts, macrame, pictures, picture frames and any other items that the CITY feels is not appropriate. VENDORS, while selling at the MARKET, are required to be fully clothed and wear proper attire, including shoes and shirts. VENDORS in non-compliance with this section may be removed from the MARKET.

VENDORS are asked to refrain from smoking in the MARKET during hours present, including within any booth or around customers.

### **Special Note to Artisans and Crafters**

A limited number of artisans and crafters selling hand crafted products are permitted at the 2014 MARKET. Acceptable craft guidelines are as follows:

1. All items must be original and handcrafted by the VENDOR.
2. Items must be safe, have a reasonable life expectancy, and exhibit quality of craftsmanship.

VENDOR's selling processed food items such as baked goods, candy, etc. are not classified as an artisan or a crafter.

Artisan and crafters that participated in the 2013 MARKET shall have preference in terms of the location of display area spaces in the MARKET if their complete application and all fees are filed with the City on or before March 7<sup>th</sup>. **All artisan and crafters that participated in the 2013 MARKET that have their completed applications and all fees filed with the City by Friday, March 7, 2014 shall be accepted into the 2014 MARKET, subject to space availability and the following:** The maximum number of artisans and crafters to be permitted in the 2014 MARKET shall not be more than 20 per cent of the total number of VENDORS filing their application and paying all required fees by March 7th.

### **Assignment of VENDOR Display Area Spaces**

Each VENDOR is limited to occupy and use only those display area spaces approved and designated by the CITY. No single VENDOR or combination of VENDORS shall be permitted to purchase, occupy and use more than two (2) display area spaces in the MARKET, except that VENDORS that participated in the 2013 MARKET that utilized and paid for three (3) or four (4) display area spaces may be entitled to the same number of display area spaces in the 2014 MARKET, if the CITY determines that the additional display area spaces (up to a maximum of two (2) display area spaces) are available, and do not negatively impact the overall mix of VENDORS in the MARKET. All new or first-time VENDORS are allowed a maximum of two (2) spaces. All vehicles and display equipment are required to be located entirely within a VENDOR's designated display area space(s).

The CITY will assign all VENDOR display area spaces at the MARKET. In the assignment of display area spaces, VENDORS who actively participated in the 2013 MARKET will have priority in terms of the location of display area spaces over new or first-time VENDORS. To the fullest extent possible, all VENDOR space assignments will be based on the order in which applications and payments are received at the CITY Planning Department offices, with priority given to those 2013 VENDORS whose application and fee payments and location requests are first received by the CITY on or before Friday, March 7, 2014. All VENDORS filing completed applications and paying required fees after March 7<sup>th</sup>, will be placed on a waiting list, and will not be permitted to enter the MARKET until space becomes available. VENDORS participating in the 2014 MARKET in the "flex space" shall not be given any priority of any type or kind regarding their location or placement in the 2014 MARKET.

### **IMPORTANT NOTE: DISPLAY AREA SPACE(S) WILL NOT BE ASSIGNED TO A VENDOR UNTIL VENDOR HAS DELIVERED TO THE CITY ALL OF THE FOLLOWING:**

1. ***A COMPLETED AGREEMENT INCLUDING THE ATTACHED "ACKNOWLEDGMENT" FILLED OUT AND SIGNED BY THE PARTICIPATING VENDOR;***
2. ***A COMPLETED 2014 VENDOR (SELLER) QUESTIONNAIRE;***
3. ***THE CITY'S RECEIPT OF THE REQUIRED VENDOR FEE PAYMENT;***

**4. COPY OF ALL REQUIRED VENDOR CERTIFICATIONS, LICENSES, AND GENERATOR SPECIFICATIONS (IF VENDOR PLANS ON USING ANY TYPE OF GENERATOR ON THE MARKET PROPERTY);**

**5. FOR ARTISANS AND CRAFTERS, PHOTOGRAPHS OF THE TYPE OF ITEMS TO BE SOLD AT THE MARKET; AND**

**6. THE AGREEMENT HAS BEEN SIGNED AND APPROVED BY THE CITY.**

VENDORS can occupy and use display area space(s) only after the CITY has received both a complete application and payment in full of rental fees as established by the CITY.

For both Tuesday and Saturday MARKET days, VENDORS are permitted to occupy and use only their designated display area spaces between June 10th and September 20th. VENDORS may relocate to other available stalls in the MARKET, as long as the VENDOR first contacts the official occupant of those stalls to make sure they are available and not committed to usage, and with the prior approval of Sherrie Richards. In the event a VENDOR fails to occupy and use a display area space(s) for a Tuesday MARKET day by 12:00 P.M., and by 8:00 A.M. on a Saturday morning MARKET day, the VENDOR gives up all rights to the display area space(s) for the day, unless special arrangements have been made between Sherrie Richards and the VENDOR.

#### **Flex Space**

The City may authorize, designate and establish not more than one (1) display area "flex space" to be used by un-registered VENDORS who want to participate in either the Tuesday or Saturday MARKET for not more than two (2) days during the 2014 MARKET season. An un-registered VENDOR may only be authorized and scheduled to occupy and use the "flex space" if: (i) each un-registered VENDOR is first approved and authorized by Sherrie Richards; (ii) prior to occupancy and usage of the "flex space", each un-registered VENDOR provides payment in full to the City of \$50; and (iii) each un-registered VENDOR may occupy and use the "flex space" only on the dates first approved by Sherrie Richards, and for not more than a maximum of two (2) MARKET days in 2014. The "flex space" shall be available to growers/sellers of produce, and food sale and preparation vendors, as well as crafters and artisans. Payments issued under this section are non-refundable. VENDORS participating in the 2014 MARKET in the "flex space" shall not be given any priority of any type or kind regarding their location or placement in the 2014 MARKET.

#### **VENDOR Notification at End of Selling Period**

Each VENDOR is required to provide written or verbal notice to Sherrie Richards prior to the "END OF SELLING PERIOD" or the date the VENDOR will no longer sell product at the MARKET. For purposes of this agreement, the "END OF SELLING PERIOD" is defined as the date the VENDOR will no longer sell at the MARKET or the date VENDOR is quitting business at the MARKET for the 2014 season. After the END OF SELLING PERIOD and when a VENDOR is no longer actively selling at the MARKET, the CITY-designated MARKET representative may re-assign the display area spaces to another VENDOR.

#### **Entering the MARKET**

VENDORS are not permitted to enter the MARKET before 11:30 P.M. for Tuesday MARKET days, and 7:00 A.M. for Saturday MARKET days, and must be set up and open for business in their assigned display area space(s) before 12:00 P.M. for Tuesday MARKET days, and 8:00 A.M. on Saturday MARKET days. VENDORS agree to make no sales before 12:00 P.M. on Tuesday MARKET days, and before 8:00 A.M. on Saturday MARKET days.

Each VENDOR is required to enter the MARKET at the westernmost driveway at Quay Street. No VENDORS are permitted to use the CITY's south riverside park area (located west of the MARKET property) for entering or exiting the MARKET area. When you enter the MARKET, make sure you first check in with Sherrie Richards.

### **Exiting the MARKET**

All VENDORS are required to leave the MARKET property no later than 7:00 P.M. on Tuesday MARKET days, and 3:00 P.M. on Saturday MARKET days, and are expressly responsible for the removal of all garbage, personal items and equipment from their display area space(s). For insurance liability reasons, VENDORS are strongly encouraged to remain at the MARKET in their designated display area space(s) until 6:00 P.M. on Tuesday MARKET days, and 2:00 P.M. on Saturday MARKET days even if they have sold all their goods.

### **Property Maintenance and Utilization**

Each VENDOR is responsible for keeping their VENDOR display area space(s) clean at all times, and must remove all food, litter, scrap litter and garbage/debris before leaving the MARKET property, or be subject to enforcement under the CITY's municipal code. Unsold food products including but not limited to fruits, vegetables, herbs and spice(s), and other refuse must be removed from the MARKET site.

### **Permits and Licenses (see "License/Permit Information" Sheet)**

Each VENDOR is responsible to apply and pay for any and all permits, licenses, certifications and fees required by the CITY, Manitowoc County Health Department, and State and Federal agencies. Note that processing and selling food products without a license is a violation of Wisconsin law.

If you are selling food or food products at the MARKET, VENDORS must first contact the Manitowoc County Health Department (920-683-4155) or [www.healthdepartment@co.manitowoc.wi.us](mailto:www.healthdepartment@co.manitowoc.wi.us) for information on requirements.

### **Sales Tax**

Department of Revenue (DOR) – Sales and Use Tax (Chapter 11, Wisconsin Administrative Code) and specifically Tax 11.53(1)(a) "Temporary Events", requires that VENDORS participating in temporary events such as a farmers market are required to obtain a mobile seller's permit if the event is not held at the retailers fixed business location, which is the case for the MARKET. Section Tax 11.53(3) further states that *persons, other than nonprofit organizations, not required to hold a seller's permit who have total taxable gross receipts from sales of tangible personal property or taxable services of less than \$1,000 during a calendar year are not required to hold a seller's permit or mobile seller's permit.* In other words, if your total taxable gross sales at the MARKET in 2014 are less than \$1,000, there is no reporting of sales tax required. *VENDORS are responsible to check with the DOR to determine your status, and if a seller's permit or if a sales tax number is required or not.*

Each VENDOR is responsible for collecting and reporting any required sales tax. A summary of agencies to contact for license information and requirements is attached. The license information is believed to be accurate, but not warranted. Each VENDOR is responsible to make sure they are licensed correctly, and are responsible for their own tax, permits and license liabilities.

If a VENDOR anticipates exceeding the \$1,000 gross sales threshold at the MARKET, the VENDOR will need to obtain a sales tax number from the DOR.

Sales tax violations may result in the VENDOR not being permitted to participate in the MARKET for the remainder of the 2014 season. The VENDOR is solely responsible for damages or personal injury resulting from VENDOR display at the MARKET.

### **CITY's Remedies for Breach**

Violation of any material provision of the AGREEMENT is a material breach by the VENDOR. Upon notice by the CITY to the VENDOR of the occurrence of a breach or default during the MARKET, and failure of the VENDOR to correct the breach within a reasonable time, the VENDOR agrees to remove personal equipment, clean the area, and vacate the MARKET premises. Failure to vacate the MARKET property may subject the VENDOR to civil and criminal remedies, including, but not limited to, remedies for civil and criminal trespass.

### **Covenant Not to Sue**

The VENDOR will not institute any action or lawsuit against the CITY, or the CITY's agents or employees as a result of operation under the AGREEMENT. The VENDOR will not aid in the institution or prosecution of any claim for damages, costs, loss of service, expenses or compensation, for, or on account of any damages, loss or injury to person or property as a result of operation under the AGREEMENT.

### **Indemnification**

The VENDOR hereby agrees to indemnify and hold harmless, release, waive and forever discharge the CITY, its employees, agents, officers and Riverland Ag Corp. (the "PARTIES"), for all bodily and personal injuries, including injuries resulting in death and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney's fees and court costs, which may occur as a result of a VENDOR'S participation in the MARKET, whether or not caused by a negligent act or omission of the above referenced PARTIES, its employees, agents or officers.

### **Insurance**

The CITY carries no insurance coverage for individual VENDORS. Each VENDOR is responsible to provide their own liability insurance coverage for operation at the MARKET, and must be prepared to present it in the MARKET. The CITY's general liability insurance at the MARKET property does not protect VENDORS utilizing the property.

*Cautionary Note: As a general rule, the typical farm liability policy does not provide protection for activities which happen off the farm premises, such as at the MARKET. In addition, the policy may treat sales at the MARKET as a business activity not covered by the farm liability policy. This means that to be covered for sales at the MARKET, a separate commercial policy may have to be purchased. The same may be true for any general liability or umbrella policies. All VENDORS are required to make sure their insurance coverage includes the conduct of business at the MARKET. Consult your insurance agent.*

### **No Refund of Fees**

No portion of any MARKET participation fee paid to the CITY will be refunded, unless the CITY reduces the number of display area spaces previously paid for by a VENDOR, or due to extraordinary circumstances. Other than this exception, all payments are final. Sherrie Richards, as the CITY's designated MARKET representative, reserves the right to re-assign display area spaces during the 2014 season, if those spaces are not used by a VENDOR and become available on a particular MARKET day.

### **Health and Safety Requirements**

All items intended for human consumption must be kept off the ground at all times, and be in safe and sound conditions. VENDORS providing food for consumption at the MARKET are required to provide their own garbage collection system, and to remove said garbage from the MARKET by no later than 7:00 P.M. on Tuesday MARKET days, and 3:00 P.M. on Saturday MARKET days.

The VENDOR is solely responsible for damages resulting from the sale of unsafe or unsound goods. No potentially hazardous foods are allowed to be sold. The VENDOR is solely responsible for making sure that VENDOR complies with all local, State and Federal licensing requirements and regulations.

### **Power, Equipment and Supplies**

Each VENDOR must supply their own tables and other display equipment, as well as canopies, umbrellas and other weather protection devices. VENDORS are responsible to secure canopies and other weather protection devices on each leg of the device, and are expressly prohibited from drilling holes or permanently attaching part of their display into the surface of the MARKET parking lot. No electricity for VENDORS will be available at the MARKET, unless expressly authorized by the CITY. VENDORS must follow the "Rules for Outdoor/Indoor Events Involving Cooking" sheet if applicable to the VENDOR's operation.

For the 2014 MARKET, the term "generator" is defined as a machine that generates noise, vapor or gas, and includes air compressors, refrigeration units, and the like. Generators shall be permitted at the MARKET as long as they are deemed suitable, and are not disturbing to adjacent VENDORS. However, all generators whether electric, diesel or gas, are required to first be authorized by the CITY Planning Department before a VENDOR shall be permitted to operate a unit at the 2014 MARKET. The suitability of a generator shall be determined based upon the Department's review of the generator manufacturer's specifications. Generators shall be allowed to run while located on the MARKET property as long as they do not exceed a 10-minute average noise level of 65 decibels (dBA) measured at 15 feet from the generator unit. If a VENDOR wishes to use a generator that exceeds the 65 decibel level, they shall only be permitted to operate and run the generator: (i) at the VENDOR's designated display area spaces but only prior to 8:00 A.M. on Saturday MARKET days, and prior to 12:00 P.M. on Tuesday MARKET days; (ii) at an alternative location on the MARKET property during active MARKET hours; or (iii) at a location not on the MARKET property Tuesday between 12:00 P.M. and 6:00 P.M., and Saturday between 8:00 A.M. and 2:00 P.M.

### **Scales (see "License/Permit Information" Sheet)**

Scales are subject to inspection. If selling goods by weight, a VENDOR must supply a certified, legal for trade, scale (weighing and measuring devices) which may be subject to periodic inspection, and which must be calibrated and accurate, and acceptable to the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP). The VENDOR is solely responsible for contacting the Weights and Measures division of DATCP (608-224-4945) regarding certification of scales, and for making sure their scale is calibrated correctly, and in full compliance with DATCP requirements. See the "License/Permit Information" sheet (attached) if you need assistance in determining if your scale is allowed by DATCP.

Violations of DATCP requirements may result in the VENDOR not being permitted to participate in the MARKET for the remainder of the 2014 season. The VENDOR is solely responsible for damages or personal injury resulting from VENDOR display at the MARKET.

Only scales allowed pursuant to Administrative Code, Agriculture, Trade & Consumer Protection (Chapter ATCP 92 Wisconsin Administrative Code) regarding weights and measures are permitted at the MARKET. Scales with calibration dates of more than one (1) year previous to the current MARKET date are not allowed at the MARKET. Use of a non-approved scale and/or use of a non-calibrated scale may result in the VENDOR not being permitted to participate in the MARKET for the remainder of the 2014 season.

### **Portable Toilet Facilities and Barricades**

The CITY is responsible to provide at least one (1) portable toilet, and at least one (1) barricade for usage at the MARKET property. Sherrie Richards is responsible to oversee that these elements are installed, removed, secured, and located correctly on the MARKET property, and that all items removed from the shed at the MARKET are returned to the shed at the close of the MARKET day, and that the shed is locked and secured. Please offer your assistance to Sherrie in this matter.

### **VENDOR Conduct**

The MARKET is intended to be a safe, friendly, and family-oriented environment. Any VENDOR that is violent, profane, retaliatory or prejudicial towards fellow VENDORS or the general public will not be tolerated by the CITY.

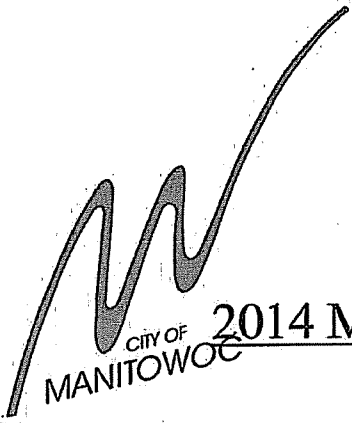
Any VENDOR who is issued a written warning or complaint from the Manitowoc Police Department for inappropriate conduct at the MARKET, may have their right to participate in the MARKET immediately revoked for the remainder of the 2014 season. All parties cited in any written warning or complaint may be required to immediately vacate the MARKET.

**Pets Prohibited**

Pets are not permitted at the MARKET. The CITY will post signs at the MARKET to clarify this prohibition to both VENDORS and the general public.

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CITY OF  
MANITOWOC

# Downtown Manitowoc Farmers' Market

## 2014 MARKET Participation and License Agreement

(Return by Friday, March 7, 2014)

David Less  
City Planner

### 2014 MARKET HOURS:

- **Tuesday's – 12:00 P.M. (noon) – 6:00 P.M.**
- **Saturday's – 8:00 A.M. – 2:00 P.M.**

For participation in Downtown Manitowoc's 2014 Farmers' Market (the "MARKET"), a non-transferable, revocable license agreement to occupy, use and participate in the MARKET, subject to the terms and conditions set forth herein (the "AGREEMENT") between the City of Manitowoc (the "CITY"), and the undersigned vendor (the "VENDOR"). The parties agree as follows:

### A. VENDOR Responsibilities

1. VENDOR will comply with all local, State and Federal health and licensing requirements and regulations, including nutrition certification requirements. VENDOR is solely responsible for contacting the Manitowoc County Health Department (920-683-4155 or [healthdepartment@co.manitowoc.wi.us](mailto:healthdepartment@co.manitowoc.wi.us)) to determine if the products VENDOR will sell at the MARKET comply with all health regulations; to contact the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) to determine that VENDOR's food processing operation is properly licensed (920-224-5048), and their scale is legal and approved for usage at the MARKET (920-224-4945); and the Department of Revenue (DOR) for collecting and reporting any required sales tax (608-266-2776).



OFFICE OF CITY PLANNING,  
CITY PLAN COMMISSION

### VENDOR agrees to not enter the MARKET:

- a) On Saturday MARKET days, before 7:00 A.M., and agrees to be set up and open for business in their assigned display area space(s) no later than 8:00 A.M. on the day of the MARKET, unless permission to do so has been expressly granted pursuant to the "2014 MARKET Information & Policies". VENDOR agrees to make no sales before 8:00 A.M.
  - b) On Tuesday MARKET days, before 11:00 A.M., and agrees to be set up and open for business in their assigned display area space(s) no later than 12:00 P.M. on the day of the MARKET, unless permission to do so has been expressly granted pursuant to the "2014 MARKET Information & Policies". VENDOR agrees to make no sales before 12:00 P.M.
  - c) **NO CUSTOMER SALES PERMITTED BEFORE 8:00 A.M. ON SATURDAY, AND BEFORE 12:00 P.M. ON TUESDAY MARKET DAYS.**
3. VENDOR will clean their assigned display area space(s), remove any garbage, and leave the MARKET property no later than:
    - a) On Saturday MARKET days, 3:00 P.M.
    - b) On Tuesday MARKET days, 7:00 P.M.





4. All VENDORS shall support the CITY-designated MARKET representative, Sherrie Richards, in sharing the responsibility of maintaining traffic barricades to keep vehicle traffic out of the MARKET during MARKET hours, and to advise all drivers who evade the barricades to leave slowly and immediately. All VENDORS share the responsibility of asking all customers with dogs or other pets to leave the MARKET immediately.

5. VENDOR agrees to participate in the FoodShare/SNAP program in the 2014 MARKET (check 1 box only):

Yes       No

B. CITY Responsibilities

1. CITY will support the general marketing and promotion of the MARKET which shall be led and coordinated by Sherrie Richards as the CITY-designated MARKET representative. All MARKET-related expenditures will be funded by VENDOR fees paid to, and collected by the CITY, which shall be placed in a fund retained by the CITY for marketing, maintenance and enhancement of the MARKET property. The CITY shall not be responsible for organizing or coordinating any activities related to special MARKET day programs or events.

2. CITY does not assume responsibility for VENDOR compliance with any local, State and Federal licensing requirements and regulations.

3. CITY will arrange for logistical support for the MARKET, which may include providing portable bathroom facilities, barricades and signs.

4. CITY will establish VENDOR display area rental fees and shall enforce MARKET policies and procedures.

5. CITY will identify and assign all VENDOR display area (parking) spaces and settle disputes involving VENDORS and between VENDORS, and will be responsible for terminating VENDOR participation in the MARKET as a result of improper MARKET conduct including racially discriminatory actions, or for a violation of any local, State or Federal licensing requirement or regulation.

6. The CITY reserves the right to refuse participation to VENDORS in the MARKET who do not comply with MARKET rules and regulations, and who fail to meet MARKET standards which include acceptable MARKET conduct and dress, and adhering to all local, State and Federal licensing requirements and regulations. The CITY shall have the right to terminate this AGREEMENT for cause.

This AGREEMENT shall be effective upon:

- a) VENDOR delivery to the CITY of the entire AGREEMENT including the attached "Acknowledgment" filled out and signed by the participating VENDOR, plus a completed 2014 VENDOR (Seller) Questionnaire";
- b) CITY receipt of the required VENDOR fee payment;
- c) CITY receipt of a copy of all required VENDOR certifications, licenses and a photo ID;
- d) Crafters are required to submit photographs of the type of items they intend to sell at the MARKET; and
- e) The authorized signature of the CITY below.

**Note: Display area (parking) space(s) will not be assigned to a VENDOR until items a) – e) above have been completed, and all information required (ie. copies of all required operating licenses) is provided to the CITY and to the satisfaction of the CITY.**

*At any time during the MARKET season, Sherrie Richards as the CITY-designated MARKET representative is authorized to direct VENDORS to locate in display area spaces to accommodate overall MARKET appearance and customer flow.*

DISPLAY AREA SPACE(S) DESIGNATION

THE UNDERSIGNED VENDOR IS ASSIGNED TO THE FOLLOWING DISPLAY AREA SPACE(S) AT THE 2014 MARKET:

\_\_\_\_\_  
Display Area Space Assignment

VENDOR

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

CITY OF MANITOWOC

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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CITY OF  
MANITOWOC

David Less  
City Planner

# Downtown Manitowoc Farmers' Market Acknowledgment

## 2014 MARKET Participation and License Agreement

(Return by Friday, March 7, 2014)

### **2014 MARKET HOURS:**

- **Tuesday's – 12:00 P.M. (noon) – 6:00 P.M.**
- **Saturday's – 8:00 A.M. – 2:00 P.M.**

**Rental of Stalls** - The maximum number of display area spaces that may be available to any VENDOR that participated in the 2014 MARKET is four (4). All new or first-time VENDORS are limited to a maximum of two (2) display area (parking) spaces.

**Display Area Spaces** - Display area spaces are defined as parking stalls that are leased by the CITY to VENDORS. VENDORS may lease display area spaces at a rate of \$110.00/parking space, if a completed application and all fees are paid to the CITY on or before March 7, 2014.

Applications and payments received by CITY Planning Department after March 7, 2014 shall be at the lease rate of \$160.00/parking space.



The attached map identifies display area spaces available in the MARKET. For both Tuesday and Saturday MARKET days, assigned display area spaces can only be occupied by the VENDOR to which the stalls are assigned, except as follows:

OFFICE OF CITY PLANNING  
CITY PLAN COMMISSION

*Unless authorized otherwise by Sherrie Richards, the CITY-designated MARKET representative, VENDORS shall be required to only occupy and use their designated display area spaces between June 10th and September 20th. Between May 17th and June 9th, and between September 21st through October 25th, VENDORS may elect to relocate to other available stalls in the MARKET, as long as VENDORS first contact the official VENDOR occupant(s) of those stalls to make sure they are available and not committed to usage.*

### **For payments on or before March 7, 2014:**

Rental fee for **DISPLAY AREA SPACES** for 2014 is \$110.00 per 10 foot x 20 foot space (1 parking space).

\_\_\_\_\_ spaces x \$110.00 = \$ \_\_\_\_\_

### **For payments after March 7, 2014:**

Rental fee for **DISPLAY AREA SPACES** for 2014 is \$160.00 per 10 foot x 20 foot space (1 parking space).

\_\_\_\_\_ spaces x \$160.00 = \$ \_\_\_\_\_

TOTAL PAYMENT: \$ \_\_\_\_\_



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**FoodShare/SNAP** - VENDOR agrees to participate in the FoodShare/SNAP program in the 2014 MARKET.

**VENDOR Location in MARKET** - Answer "A" or "B" below, but not both:

- A. **Same Location as in 2013?** Do you want to occupy and use the same display area space(s) that you occupied in the 2013 MARKET? (check one) \_\_\_ Yes \_\_\_ No. If "Yes", please check the enclosed map and identify the display area space numbers that you occupied in 2013:

\_\_\_\_\_

Requests by VENDORS to occupy and use the same display area space(s) that they had in the 2013 MARKET, will be approved as long as the VENDOR files their application, including the required fee, on or before Friday, March 7, 2014, and if the CITY determines that the number of display area spaces requested are available, and don't negatively impact the overall mix of VENDORS at the MARKET. Vendors utilizing generators in the MARKET may be relocated from their assigned display area space(s) to an alternative location in the MARKET, if it is determined by the CITY that the active usage of the generator is a disturbance to other MARKET vendors or the general public. These requests will not be approved if an incomplete application is filed, or if an application is filed and a payment of a fee is received by the CITY after March 7, 2014.

- B. **MARKET Location?** Please choose four (4) locations (each location can range from one (1) to four (4) display area spaces) in the MARKET (see the attached map), that would be your choice of location in the 2014 MARKET. Note that these display area spaces must be adjacent to one another (ie. spaces 1,2,3 and 4):

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_  
(most preferred) (least preferred)

**VENDOR preference?** If you would like to be located next to a particular VENDOR, please indicate your preference by identifying the name of the VENDOR(S) below:

VENDOR Name	VENDOR Name
1. _____	3. _____
2. _____	4. _____

To enhance the likelihood of being located next to a VENDOR(S) of your choice, AGREEMENTS and fees from the effected VENDORS listed above must be submitted to the CITY Planning Department office together in the same envelope. Requests that are not submitted in this fashion will not be honored.

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Completing the "VENDOR Location in MARKET" section is not an absolute guarantee that your MARKET location preferences will be honored. Priority consideration will be given to VENDORS who file a completed application and pay all fees on or before March 7, 2014, but the CITY reserves the right to authorize a lesser number of display area spaces than requested by a VENDOR, if the CITY determines that the overall mix of VENDORS at the MARKET is enhanced by allocating fewer display area spaces to a particular VENDOR. All VENDOR space assignments will be based largely on the order in which applications and payments are received at the CITY Planning Department offices, with priority given to 2013 MARKET VENDORS whose payments and location requests are first received by the CITY. The information will help in the assignment of display area stalls in April, 2014. Every effort will be made to accommodate VENDOR preferences. *VENDORS that participated in the 2013 MARKET under a "Flex Space" arrangement shall not be given any priority or preference status.*

VENDOR applications and fee payments received by the CITY Planning Department office on or after March 7, 2014 will be placed on a waiting list, and allocated display area spaces based on availability. All display area assignments made for applications and fees paid after March 7, 2014 shall be at a cost of \$160.00/display area stall.

In the event two (2) or more VENDORS identify and request the same display area space(s), the CITY will make a final determination of a VENDOR's location in the MARKET.

All display area assignments will be made after March 7, 2014. The CITY will contact VENDORS in April with their official display area designations for the 2014 MARKET.

All payments shall be mailed or delivered along with a completed application to: City of Manitowoc, Attn: Planning Department, 900 Quay Street, Manitowoc WI 54220-4543. If payment is by check, please make it payable to the "City of Manitowoc".

In consideration for the right to participate in the 2014 Downtown Manitowoc Farmers' MARKET, the undersigned VENDOR has read, understands and agrees to all terms and conditions contained in the "2014 Participation and License Agreement", in the "Acknowledgment", and in the "2014 MARKET Information & Policies", which are all incorporated herein by reference and are made part of this AGREEMENT. Only the individuals named as a VENDOR in the "VENDOR Information" section below may sell at the MARKET.

VENDOR agrees to abide by all applicable local, State and Federal licensing and regulations, and agrees that a violation by VENDOR of such requirements or regulations, or improper MARKET conduct, may be deemed by the CITY to be a material breach of this AGREEMENT and the CITY may, at its sole discretion, immediately remove VENDOR from the MARKET property for the remainder of the 2014 MARKET season.

VENDOR, by its signature below, further authorizes the CITY to enter the VENDOR's homestead property in the event a determination is needed regarding whether or not VENDOR product featured at the MARKET is home grown.

---

**VENDOR Information**

---

Print VENDOR Name

---

Print Name of Business

---

VENDOR Signature

---

Date

VENDOR Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone # \_\_\_\_\_ (home) \_\_\_\_\_ Work Telephone # (if different from home #)

Fax # (if applicable) \_\_\_\_\_ E-Mail Address (if applicable) \_\_\_\_\_

If any employees, family members or friends will be selling product in your VENDOR display area spaces(s), please identify them by name below:

\_\_\_\_\_  
\_\_\_\_\_

All VENDORS are required to complete the "Manitowoc Farmers' Market - 2014 Vendor Questionnaire" which is attached and part of this AGREEMENT.

☞ All payments are final.

☞ No refunds will be issued, regardless of the number of days the VENDOR participates in the MARKET.

☞ VENDORS are required to provide copies of all applicable certifications and licenses to the CITY. **DO NOT OVERLOOK THIS REQUIREMENT! IF YOU DO NOT SUBMIT YOUR CERTIFICATIONS AND LICENSES WITH YOUR APPLICATION, YOU WILL NOT BE ASSIGNED A PERMANENT DISPLAY AREA SPACE(S) IN THE 2014 MARKET.**

☞ The CITY reserves the right to refuse participation to a VENDOR who does not comply with MARKET rules and regulations contained herein.

☞ Get your payments in early to assure your location preferences in the MARKET!

☞ The information contained in this AGREEMENT is a public record.

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## MANITOWOC FARMERS' MARKET 2014 LICENSE / PERMIT INFORMATION

**Seller's Permits.** A Wisconsin seller's permit may be required for all event seller/vendor of taxable merchandise or property in Wisconsin, unless all sales are exempt from sales or use tax. Note that some sellers of raw vegetables or fruits for home consumption may not need a seller's permit. If a seller's only sales are raw fresh vegetables or fruit, the seller is not required to have a seller's permit. Raw fresh vegetables or fruits that are not prepared foods are tax exempt, and seller's may not need a seller's permit. If you are a seller at the MARKET, *the seller is responsible to check with the Wisconsin Department of Revenue (DOR) to determine your status and if a seller's permit is required or not.* Taxable merchandise includes, but is not limited to antiques, books, candy, clothing, crafts and craft supplies, flowers, soft drinks, food and beverages that are prepared food, and plants, including fruit and vegetable bearing plants. As a general rule, if it's not meant to be eaten, it's taxable. Seller's selling only tax exempt items such as raw fresh vegetables or fruits would not need a seller's permit. If you sell taxable items such as flowers, sandwiches or heated foods or beverages, you must obtain a seller's permit. *Again, each seller/vendor is responsible to determine if they need to obtain a seller's permit or not from the DOR.*

Wisconsin Department of Revenue  
Seller's Permit  
Phone: (608) 266-2776  
[www.revenue.wi.gov](http://www.revenue.wi.gov)

**Sales Tax Number.** Generally, sellers who have \$1,000 or more in taxable sales during the calendar year may qualify for the occasional sales exemption, and would not be required to have a seller's permit. If a seller is required to report and pay sales tax, they are required to have a seller's permit and you will need a sales tax number. *The seller is responsible to check with the DOR to determine your status and if a sales tax number is required or not.* A seller who has questions about either of these topics should contact:

Wisconsin Department of Revenue  
Phone: (608) 266-2776  
[www.revenue.wi.gov/salesanduse](http://www.revenue.wi.gov/salesanduse)

**Weights and Measures.** Wisconsin farm markets are governed under the same laws as other retail business establishments. Compliance with Wisconsin's Weights and Measures law is an integral part of fair trade among businesses and fair treatment of consumers. If you are a seller using a scale at the MARKET, *the seller is responsible to contact the Wisconsin Agriculture, Trade & Consumer Protection (DATCP) to determine if your scale is allowed under the Wisconsin Weights and Measures law (Chapter 98 Wis. Stats.), and operating guidance and rules (Chapter ATCP 92, Wisconsin Administrative Code).* The law requires that business that "install, service, test or calibrate weights and measures" are required to be licensed. All scales used at the MARKET must be calibrated on a yearly basis, and verification of calibration must be attached to the scale. *Again, each seller/vendor is responsible for making sure they comply with these requirements.* For weights and measures information, call DATCP at (608)224-4945. For other farmers' market questions, you can contact DATCP at (608)224-5048.

Wisconsin Department of Agriculture, Trade and Consumer Protection  
Phone: (608) 224-5012  
[www.datcp.wi.gov/consumer/weights\\_and\\_measures](http://www.datcp.wi.gov/consumer/weights_and_measures)

**\*\*IMPORTANT – IF YOU ARE PLANNING TO SELL FOOD PRODUCTS AT THE MARKET, CONTACT THE MANITOWOC COUNTY HEALTH DEPARTMENT\*\***

**Selling Processed and Ready to Eat Food at the Farmer's MARKET.** Licensing requirements vary depending on what type of food product is being produced and sold. Please contact the Manitowoc County Health Department for permit and license information regarding any processed or ready to eat food items.

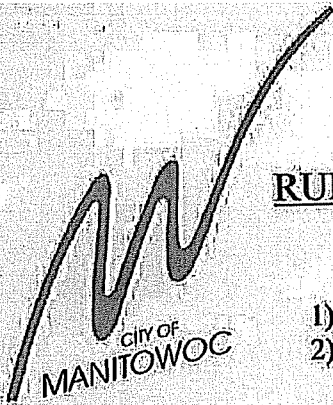
Manitowoc County Health Department  
1028 S. 9<sup>th</sup> Street  
Manitowoc WI 54220  
(920) 683-4155  
[healthdepartment@co.manitowoc.wi.us](mailto:healthdepartment@co.manitowoc.wi.us)

1. Selling restaurant foods such as hot dogs, egg rolls or brats at a MARKET requires a Temporary Food Stand License. All foods must be prepared onsite or at a pre-approved or licensed location.
2. Baked goods must be prepared in a licensed facility and require a Retail Food License.
3. Sellers of eggs, dairy products, meat, poultry and rabbits are required to be licensed and all products must come from a licensed facility.
4. Maple syrup processing is subject to licensing requirements.
5. Honey sales may require licensing depending on the type of product.
6. Sellers of whole fresh fruits and vegetables and sellers of prepackaged, non-potentially, hazardous foods (produced in a licensed facility) are not required to be licensed as a retail food establishment.
7. Proper labeling is required for all packaged foods (e.g. salsa, soup and bakery).
8. Limited sales of home-canned foods are allowed under a Wisconsin law – sometimes called the “pickle bill”. Contact the Manitowoc County Health Department for more information.

**Outdoor/Indoor Cooking Rules (Please see attached cooking guidelines).** The Manitowoc Fire Department has provided guidance regarding outdoor and indoor cooking at events such as the MARKET.

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CITY OF  
MANITOWOC

## RULES FOR OUTDOOR/INDOOR EVENTS INVOLVING COOKING

- 1) Any type of cooking under tents or awnings is prohibited.
- 2) Anyone doing any cooking needs a minimum of one portable fire extinguisher with a rating of not less than 2-A:10-B:C. Extinguishers must be checked yearly by a licensed extinguisher company or have a receipt attached to it showing it is less than a year old.
- 3) Anyone using LP gas for fuel must have the full and empty containers secured so they cannot tip over. They also must be protected from vehicle traffic.
- 4) Concession stands utilized for cooking shall have a minimum of 10 ft (3 m) of clearance on two sides and shall not be located within 10 ft (3 m) of amusement rides or devices.
- 5) Class K fire extinguishers shall be provided for hazards where there is a potential for fires involving combustible cooking media (vegetable or animal oils and fats). Deep frying falls under this rule.
- 6) All solid fuel (oils) cooking appliances shall at least have a listed 2-A rated water-type fire extinguisher or 1.6 gal (6 L) wet chemical fire extinguisher listed for Class K fires.
- 7) Combustibles cannot be used near areas of deep frying. Examples include using cardboard or paper products to make wind breaks.
- 8) Deep frying must be done with the appropriate containers. Disposable containers cannot be used to do deep frying. Deep fryers must be used on a level surface and secured so they cannot roll.
- 9) Effective April 10, 2008.  
If a mobile kitchen is larger than 365 square feet, the Manitowoc Fire Department will require an automatic suppression system or an exhaust hood. Mobile kitchens include vehicles such as busses, trailers, or trucks. Tents are NOT considered mobile kitchens.
- 10) All cooking areas will be secured or roped off so the general public cannot walk through the cooking area.
- 11) All outdoor or indoor events involving cooking in the city limits of Manitowoc are subject to inspection by the Manitowoc Fire Department. If a concession stand or vendor is in violation of State and Local Codes, the Manitowoc Fire Department will work with those involved to be within the rules and to have a successful outing or event.



OFFICE OF FIRE DEPARTMENT

If you have any questions you can call the Manitowoc Fire Department at 920-686-6540.

Sincerely,

Interim Chief Gregg Kadow  
Manitowoc Fire Department



**Manitowoc Farmers' Market - 2014  
Vendor (Seller) Questionnaire**

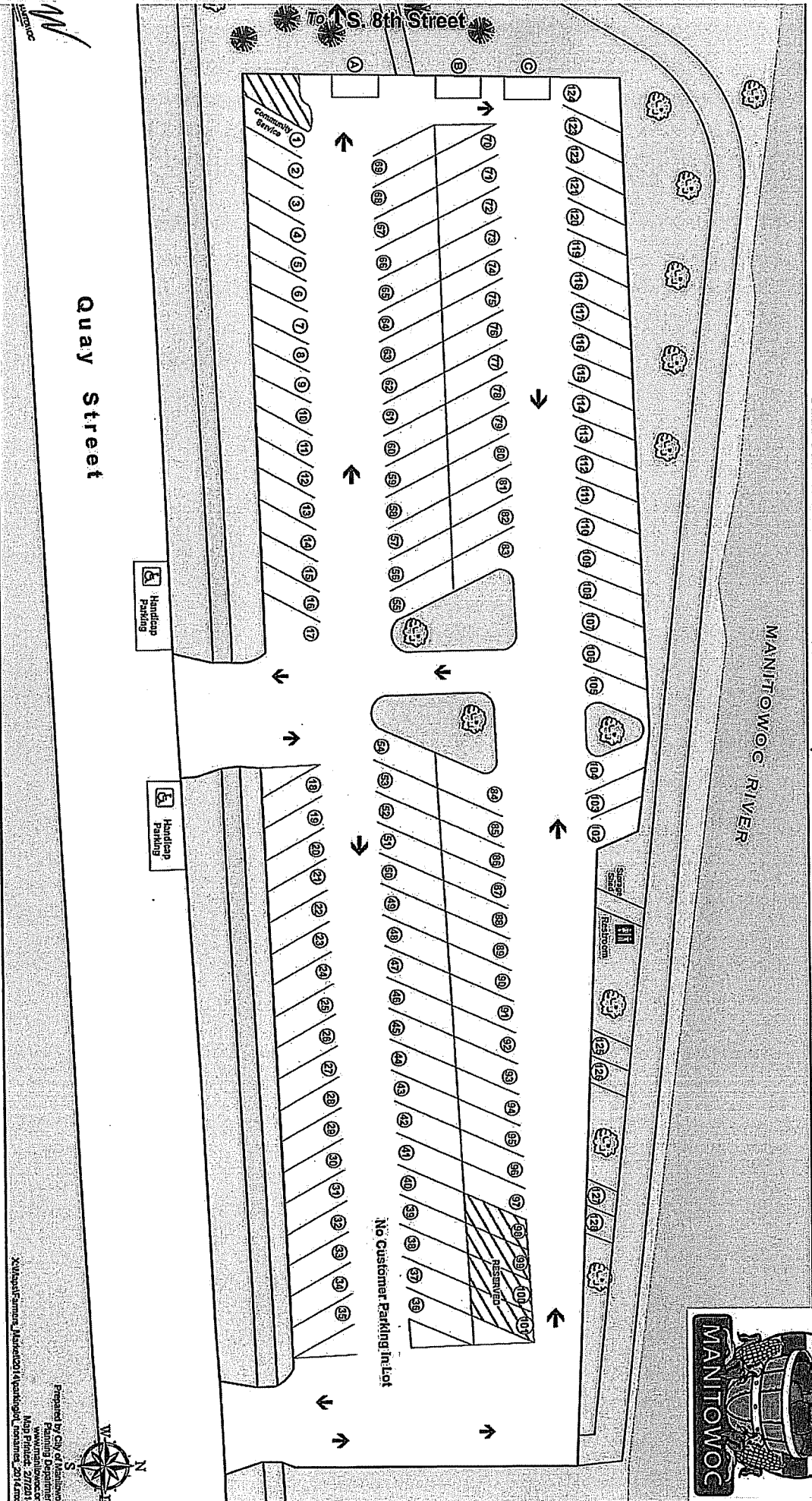
<b>DATE</b>		<b>NAME</b>		<b>ADDRESS</b>		<b>CITY</b>		<b>STATE</b>		<b>ZIP</b>															
		<b>BUSINESS NAME &amp; ADDRESS, CITY, STATE, ZIP</b>		<b>HOME PHONE</b>		<b>BUSINESS PHONE</b>		<b>FAX</b>																	
		<b>E-MAIL ADDRESS</b>		<b>SOCIAL SECURITY #</b>		<b>DID YOU SELL AT THE MANITOWOC FARMERS' MARKET IN 2013? IF "YES", INDICATE THE NUMBER OF DAYS YOU SOLD AT THE MARKET.</b>		<b>YES</b> NO # DAYS																	
<p><b>WHAT WILL YOU SELL AT THE 2014 MANITOWOC FARMERS' MARKET (CIRCLE OR CHECK ALL THAT APPLY)?</b></p> <p>* INDICATES A LICENSE OR PERMIT IS REQUIRED. YOU MUST PROVIDE A COPY OF THE LICENSE/PERMIT ALONG WITH YOUR APPLICATION. VENDOR DISPLAY AREA SPACES WILL NOT BE ASSIGNED IF A COPY OF A REQUIRED LICENSE OR PERMIT IS NOT SUBMITTED WITH THE APPLICATION.</p> <table border="0" style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;">                 VEGETABLES                  HERBS                  FRUITS                  PLANTS / PERENNIALS/SHRUBS/TREES                  CRAFTS                  BAKERY                  CHEESE                  OTHER             </td> <td style="width:50%; vertical-align: top;">                 EGGS                  JUICES (APPLE CIDER, ETC.)                  POULTRY / MEAT                  FOODS (EGG ROLLS, ETC.) FOR IMMEDIATE CONSUMPTION                  PROCESSED (CANNED) FOODS (JAMS, JELLIES, SAUCES, ETC.)                  PROCESSED MEATS (SAUSAGE, ETC.)                  REFRESHMENTS (SODA, CHIPS, ETC.)                  OTHER             </td> </tr> </table>												VEGETABLES HERBS FRUITS PLANTS / PERENNIALS/SHRUBS/TREES CRAFTS BAKERY CHEESE OTHER	EGGS JUICES (APPLE CIDER, ETC.) POULTRY / MEAT FOODS (EGG ROLLS, ETC.) FOR IMMEDIATE CONSUMPTION PROCESSED (CANNED) FOODS (JAMS, JELLIES, SAUCES, ETC.) PROCESSED MEATS (SAUSAGE, ETC.) REFRESHMENTS (SODA, CHIPS, ETC.) OTHER												
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<p><b>INDICATE THE ORIGIN OF THE ITEMS YOU SELL (CHECK ALL THAT APPLY).</b></p> <p>** INDICATES ITEMS WHICH MUST BE LABELED WITH A SIGN INDICATING YOU DID NOT GROW/RAISE/PROCESS THIS ITEM. PROCESSED FOOD ITEMS INCLUDES ANY PROCESSED ITEMS LISTED ABOVE, WHICH REQUIRE A LICENSE OR PERMIT.</p> <table border="0" style="width:100%;"> <tr> <td style="width:50%; vertical-align: top;">                 I SELL VEGETABLES, HERBS, FRUITS THAT I GROW.                  I SELL VEGETABLES, HERBS, FRUITS THAT I BUY DIRECTLY FROM A GROWER.                  I SELL VEGETABLES, HERBS, FRUITS THAT I BUY FROM OTHER THAN THE GROWER.                  I SELL CRAFTS THAT I MAKE.                  I SELL CRAFTS THAT I BUY FROM THE MAKER (note: if you are checking this box, this activity is not permitted at the Market)                  FROM THE GROWER.                  I SELL MY OWN EGGS / POULTRY / MEAT THAT I PURCHASE FROM THE GROWER.                  OTHER THAN THE PROCESSOR.                  I SELL PROCESSED FOOD ITEMS THAT I BUY FROM DIRECTLY FROM THE PROCESSOR.                  I SELL PROCESSED FOOD ITEMS THAT I BUY FROM THE PROCESSOR.             </td> <td style="width:50%; vertical-align: top;">                 I SELL PROCESSED FOOD ITEMS THAT I MAKE.                  I SELL PROCESSED FOOD ITEMS THAT I BUY FROM THE PROCESSOR.                  I SELL PROCESSED FOOD ITEMS THAT I BUY FROM OTHER THAN THE GROWER.                  I SELL CRAFTS THAT I MAKE.                  I SELL CRAFTS THAT I BUY FROM THE MAKER (note: if you are checking this box, this activity is not permitted at the Market)                  FROM THE GROWER.                  I SELL MY OWN EGGS / POULTRY / MEAT THAT I PURCHASE FROM THE GROWER.             </td> </tr> </table>												I SELL VEGETABLES, HERBS, FRUITS THAT I GROW. I SELL VEGETABLES, HERBS, FRUITS THAT I BUY DIRECTLY FROM A GROWER. I SELL VEGETABLES, HERBS, FRUITS THAT I BUY FROM OTHER THAN THE GROWER. I SELL CRAFTS THAT I MAKE. I SELL CRAFTS THAT I BUY FROM THE MAKER (note: if you are checking this box, this activity is not permitted at the Market) FROM THE GROWER. I SELL MY OWN EGGS / POULTRY / MEAT THAT I PURCHASE FROM THE GROWER. OTHER THAN THE PROCESSOR. I SELL PROCESSED FOOD ITEMS THAT I BUY FROM DIRECTLY FROM THE PROCESSOR. I SELL PROCESSED FOOD ITEMS THAT I BUY FROM THE PROCESSOR.	I SELL PROCESSED FOOD ITEMS THAT I MAKE. I SELL PROCESSED FOOD ITEMS THAT I BUY FROM THE PROCESSOR. I SELL PROCESSED FOOD ITEMS THAT I BUY FROM OTHER THAN THE GROWER. I SELL CRAFTS THAT I MAKE. I SELL CRAFTS THAT I BUY FROM THE MAKER (note: if you are checking this box, this activity is not permitted at the Market) FROM THE GROWER. I SELL MY OWN EGGS / POULTRY / MEAT THAT I PURCHASE FROM THE GROWER.												
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<p><b>INDICATE WHICH DAYS OF THE WEEK AND WHICH MONTHS OF THE YEAR YOU WILL BE AT THE FARMERS' MARKET (CIRCLE ALL THAT APPLY).</b></p> <table border="0" style="width:100%;"> <tr> <td style="width:10%;">TUESDAYS</td> <td style="width:10%;">SATURDAYS</td> <td style="width:10%;">JUNE</td> <td style="width:10%;">JULY</td> <td style="width:10%;">AUGUST</td> <td style="width:10%;">SEPTEMBER</td> <td style="width:10%;">OCTOBER</td> <td style="width:10%;">xxx</td> <td style="width:10%;">MAY</td> <td style="width:10%;">JUNE</td> <td style="width:10%;">JULY</td> <td style="width:10%;">AUGUST</td> <td style="width:10%;">SEPTEMBER</td> <td style="width:10%;">OCTOBER</td> </tr> </table> <p>What date will you first start selling at the 2014 Market? _____</p> <p>Will you participate in the Foodshare program (vouchers for income qualified persons) at the 2014 Market? Yes _____ No _____</p> <p>Do you plan to participate in the Market? Saturday-only _____ Tuesday-only _____ Both Saturday and Tuesday _____</p> <p>What date will you stop selling at the 2014 Market? _____</p> <p>Will you utilize a scale? Yes _____ No If "Yes", then provide the following information:                  Scale Brand _____ Model No. _____ Serial No. _____                  Date scale was last calibrated _____                  Calibrated by: _____ (Name of Company) -- Attach a copy of the calibration certificate _____</p> <p>Are you planning to use a generator at the Market? Yes _____ No. If "Yes", attach a copy of the generator specification that includes noise levels in decibels (dBA). _____</p>												TUESDAYS	SATURDAYS	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	xxx	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
TUESDAYS	SATURDAYS	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	xxx	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER												
<p><b>COMPLETE AND SIGN "A" OR "B" BELOW, BUT NOT BOTH:</b></p> <p>A. I DON'T SELL MORE THAN \$1,000 OF TAXABLE ITEMS IN A CALENDAR YEAR, AND I AM NOT REQUIRED TO HOLD A SELLER'S PERMIT.                  (SIGN) _____</p> <p>B. I PLAN TO SELL MORE THAN \$1,000 AT THE 2014 MARKET. MY SELLER'S PERMIT NUMBER IS _____                  (SIGN) _____</p>																									
<p><b>ALL INFORMATION LISTED ON THIS FORM IS TRUE AND ACCURATE. I UNDERSTAND THAT MISREPRESENTING MYSELF OR WHAT I SELL AT THE 2014 MANITOWOC FARMERS' MARKET MAY RESULT IN MY BEING REMOVED FROM THE MANITOWOC FARMERS' MARKET FOR THE DURATION OF THE 2014 SEASON.</b></p> <p><b>SIGNATURE</b> _____</p> <p><b>DATE</b> _____</p>																									
<p><b>RETURN THIS FORM ALONG WITH A SIGNED PARTICIPATION AGREEMENT, FULL PAYMENT, AND COPIES OF REQUIRED CERTIFICATIONS AND LICENSES/PERMITS, AND GENERATOR SPECIFICATIONS TO: CITY OF MANITOWOC ATTN: PLANNING DEPT. 900 QUAY STREET, MANITOWOC WI 54220-4543 (920)686-6931</b></p> <p align="right">RunDate: 2/6/2014                  FileName: Y:\dave\FarmersMarket2014quest-legal.doc</p>																									

# 2014 MANITOWOC FARMERS' MARKET

OPEN:

TUESDAYS: 12:00 PM - 6:00 PM, JUNE 10 TO OCTOBER 7, 2014

SATURDAYS: 8:00 AM - 2:00 PM, MAY 17 TO OCTOBER 25, 2014



Prepared by City of Manitowoc  
 Planning Department  
 www.manitowocwi.gov  
 Map Produced: 2/7/2013  
 X:\map\2014\Manitowoc Farmers' Market\Map\_2014.mxd

**2013 MANITOWOC FARMERS' MARKET INCOME AND EXPENSE SUMMARY - FUND #2150**  
**2008-2013 COMPARISON TO 1/1/2013-12/31/2013**

	2008	2009	2010	2011	2012	2013
Beginning Balance 1/1	\$ 18,556.68	\$ 17,981.00	\$ 19,552.93	\$ 22,882.65	\$ 27,142.01	\$ 32,584.99
<b>Income</b>						
Shall Rental	\$ 8,900.00	\$ 9,935.00	\$ 12,610.00	\$ 14,390.00	\$ 13,930.00	\$ 13,280.00
Interest Income	\$ 533.03	\$ 100.18	\$ 28.68	\$ 36.60	\$ 56.30	\$ -
Subtotal	\$ 9,433.03	\$ 10,035.18	\$ 12,638.68	\$ 14,426.60	\$ 13,986.30	\$ 13,280.00
<b>TOTAL INCOME</b>	\$ 27,989.71	\$ 27,866.18	\$ 32,191.61	\$ 37,309.25	\$ 41,128.31	\$ 45,864.99
<b>Expenses</b>						
Consultant Services	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 5,356.00	\$ 5,517.00	\$ 5,682.00
Vendor Shall Rental Refunds	\$ -	\$ 205.00	\$ -	\$ -	\$ 165.00	\$ 440.00
Subtotal	\$ 5,200.00	\$ 5,405.00	\$ 5,200.00	\$ 5,356.00	\$ 5,682.00	\$ 6,122.00
Advertising:						
W/CUB	\$ 910.00	\$ 321.00	\$ -	\$ -	\$ -	\$ -
Gannett (HTR/LC)	\$ 1,104.72	\$ 1,049.96	\$ 1,602.36	\$ 1,607.50	\$ 881.00	\$ 865.75
W/MNT	\$ 210.00	\$ -	\$ -	\$ -	\$ -	\$ -
MCCA:						
Membership Fee	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ -	\$ 125.00
Travel Planner	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ -	\$ -
Downtown Map	\$ 50.00	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ -
MCCA (2013):	\$ 2,774.72	\$ 1,645.96	\$ 1,877.36	\$ 1,892.50	\$ 881.00	\$ 990.75
Subtotal	\$ 189.30	\$ 123.51	\$ -	\$ -	\$ -	\$ -
Printing/Design Services	\$ 884.92	\$ 825.81	\$ 1,005.00	\$ 1,535.00	\$ 1,225.00	\$ 1,225.00
Port-o-Potty Rental	\$ 307.40	\$ -	\$ -	\$ -	\$ 81.24	\$ 532.50
Ice Cream	\$ -	\$ 5.96	\$ 13.48	\$ -	\$ -	\$ -
Purchase Paddocks	\$ 114.33	\$ -	\$ 200.00	\$ 406.23	\$ -	\$ 210.57
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Notice Publication Fees:						
Vendor Interest Ad	\$ 646.04	\$ 175.00	\$ 287.80	\$ 295.00	\$ 442.50	\$ 305.60
Sign Modification	\$ 45.00	\$ -	\$ 367.84	\$ -	\$ -	\$ 175.00
Miscellaneous	\$ -	\$ 132.01	\$ 357.48	\$ 742.51	\$ 231.58	\$ 344.70
Subtotal	\$ 2,183.99	\$ 1,262.29	\$ 2,231.60	\$ 2,978.74	\$ 1,980.32	\$ 2,793.37
<b>TOTAL EXPENSES</b>	\$ 10,158.71	\$ 8,313.25	\$ 9,308.96	\$ 10,167.24	\$ 8,543.92	\$ 9,906.12
Ending Balance as of 12/31	\$ 17,831.00	\$ 19,552.93	\$ 22,882.65	\$ 27,142.01	\$ 32,584.99	\$ 35,958.87

Account - 2150  
 Run Date: 2/3/2014  
 Filename: Y:\Data\Excel\FarmersMarket2013-FinancialSummary

Note: Table does not include interest paid to account for 2013.

AGREEMENT FOR MANAGEMENT SERVICES  
2014 MANITOWOC FARMERS' MARKET

Agreement ("Agreement") by and between The City of Manitowoc, Wisconsin, a municipal corporation ("City"), 900 Quay Street, Manitowoc Wisconsin 54220-4543, and Sherrie Richards ("Contractor"), 1136 So. Lake Street, Manitowoc Wisconsin 54220. The City and Contractor being sometimes also hereinafter referred to individually as a "Party" or collectively as the "Parties".

RECITALS

1. Since 2001, the City has sponsored, managed and continues to be financially accountable for the operation of the Manitowoc Farmers' Market ("Market") at its current location in the City which is legally described as follows ("Market Property"):

A parcel of land located in the Northwest One Quarter (NW¼) of Section 29, Township 19 North, Range 24 East in the City of Manitowoc, more particularly described as follows: All of Lots Numbered One (1), Two (2), Three (3) and Four (4) in Block 219, and Lots Three (3), Four (4), Five (5) and Six (6) in Block Numbered Two Hundred Twenty (220), plus Vacated So. 7<sup>th</sup> Street, in the Original Plat of the City of Manitowoc, Manitowoc County, Wisconsin.

Tax Identification No. 000-219-010

2. The City is authorized to use the Market Property for the Market pursuant to Section 4.1.1. of a "Ground Lease" with Riverland Ag Corp., effective May 24, 2012.
3. Since 2001, the City Planning Department has served as the City's agent to oversee and coordinate administering the organizational and financial responsibilities related to the Market, including but not limited to the collection of rental fees from individual vendors leasing space in the Market, the direct payment of operating costs related thereto, and contracting with an individual to manage the Market ("Contractor").
4. The Contractor is responsible for: (i) supporting the long term growth and success of the Market; (ii) providing development and support of the Market to enhance the Market's role as a civic resource; (iii) connecting and promoting local and regional producers and farmers with the greater Manitowoc community; and (iv) supervising, directing, controlling and coordinating the Market during the 2014 calendar year, with said Contractor responsible for providing on-site coordination of the Market, promotion of

the Market to the community, coordinating special events, and serving as a liaison between the Market vendors and the City.

5. The City Planner is the party authorized to act as the City's agent under this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

Section 1. Incorporation of Recitals. The above referenced recitals are deemed true and correct.

Section 2. Management of the Market. With respect to the Market, the City hereby authorizes the Contractor to manage the day-to-day operations of the Market pursuant to, and in accordance with the most current vendors' guidelines for operation of the Market. For purposes of this Agreement, managing the day-to-day operations includes all rights of ingress and egress to the Market Property, as well as those activities outlined in the recitals. Contractor has budgetary authority to expend monies for the purposes of the Market or other expenditures related to the operation of the Market. The Contractor is not authorized to set, revise, collect, hold and disburse rents or other fees, charges, deposits and other payments with respect to the Market.

Section 3. Compensation. The City agrees to provide the Contractor the sum of \$5,852.00 (the "Payment") for all services rendered under this Agreement. Services shall be rendered beginning the effective date of this Agreement through and including October 25, 2014. The Payment will be payable to the Contractor as follows:

<u>Date of Payment</u>	<u>Payment Amount</u>
June 6, 2014	\$1,170.40
July 11, 2014	\$1,170.40
August 1, 2014	\$1,170.40
September 5, 2014	\$1,170.40
October 3, 2014	\$1,170.40

The Contractor is an independent contractor under this Agreement, and is expressly and solely responsible for compliance with all federal and state wage and income tax laws and regulations, as well as any other applicable federal, state and local employment laws.

Section 4. Duration. This Agreement shall be valid and enforceable from the date the Agreement is fully executed, through and including October 25, 2014. This Agreement shall automatically terminate at 12:01 A.M. on October 26, 2014, or an earlier date if any of the following events occur: (i) the City is not authorized to utilize the Market Property for the 2014 Market; (ii) upon seven day written notice by the City or the Contractor to the other party; (iii) if all or any part of the 2014 Market is not held for whatever reason,

the date of termination shall be the last day the Market is open and operational in 2014 ("Last Day"), with the City to pay the Contractor a prorated payment under Section 3. for services rendered up to and through the Last Day; or (iv) if the Contractor fails or is unable to perform its duties under this Agreement, the City may terminate this Agreement upon seven day written notice to the Contractor with the City to pay the Contractor a prorated payment under Section 3. for services rendered up to and through the date of termination. All notices shall be issued in accordance with Section 10. of this Agreement.

Upon termination of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement shall terminate and have no further force or effect; provided however, the termination of this Agreement shall not limit or affect any remedy at law or in equity that the City may have against the Contractor with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

Section 5. Breach Shall Not Permit Termination. It is expressly agreed that a breach of this Agreement shall not entitle the City or the Contractor to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which the City and/or the Contractor may have hereunder by reason of any breach of this Agreement.

Section 6. Claims and License; Injury and Property Damage. During the term of this Agreement, the Contractor agrees to protect, defend, indemnify and hold the City, its officers, agents and employees free and harmless from and against any and all claims of third parties which result in losses, penalties, damages, settlements, costs, charges, professional fees, attorney's fees, or other expenses or liabilities in connection with or arising directly or indirectly out of the Contractor's obligations under this Agreement. In no event shall the Contractor be liable for or have any indemnification obligations for any losses, damages, costs, fees, expenses, etc. arising out of the City's negligence or failure to perform its obligations under this Agreement. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, environmental claims, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

Section 7. Notice and Right to Cure. A material default or material breach (whether material default or material breach, hereinafter referred to as a "breach") of this Agreement shall be defined as the failure of the parties to perform any material term, covenant, condition, warranty or promise of this Agreement required to be performed by the City or the Contractor.

In the event of any breach of this Agreement or any of its terms or conditions by either the City or the Contractor, such party shall, upon written notice from the other, proceed



immediately to cure or remedy such breach, and in any event shall cure any such default or breach within 30 consecutive calendar days of the receipt of such notice, if such breach is of a nature that can be reasonably cured within such 30 day period. If such breach is of a nature that cannot be reasonably cured within such 30 day period, such party shall have commenced such cure and shall be diligently pursuing the same. In the case such action is not taken or is not diligently pursued, the aggrieved party may have available the remedies provided for herein, however, it is expressly agreed that a breach of this Agreement shall not entitle the parties to terminate this Agreement.

**Section 8. Additional Remedies.** In the event of any breach of this Agreement which has not been cured in accordance with Section 7., the non-breaching party may utilize any remedies the parties may have at law or in equity. In the event that any party shall breach any of its obligations under this Agreement and shall not cure or remedy such breach, or commence to diligently pursue the same as provided in Section 7., and following notice as provided above, then the non-breaching party shall have the right to institute any other actions or proceedings as it may have available at law or equity if it deems desirable for effectuating the purposes of this Agreement, provided that any delay by the non-breaching party in instituting or prosecuting any such action or proceedings or otherwise asserting its rights under this section shall not operate as a waiver of such rights or to deprive it of, or, to limit such rights in any way (it being the intent of this provisions that the non-breaching party should not be constrained, so as to avoid the risk of being deprived of, or limited in the exercise of the remedy provided in this section because of concept of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the breach created by the default involved); nor shall any waiver in fact made by the non-breaching party with respect to any specific default by the other party under this section be considered or treated as the waiver of the rights of the non-breaching party with respect to any other defaults by the other party under this section, or with respect to the particular default except to the extent specifically waived in writing.

**Section 9. Rights and Remedies Cumulative.** The rights and remedies of the City and the Contractor, whether provided at law or in equity, or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same or different times of any other such remedies for the same event of breach or of any remedies for any other event of breach by the other parties. No waiver made by the City or the Contractor with respect to the performance, manner or time of any obligation of any party under the Agreement, shall be considered a waiver of any rights of the City or the Contractor to enforce any other obligations of the parties under this Agreement. A delay of any party in the enforcement of any term, covenant, condition, warranty or promise contained in this Agreement shall not be construed as a waiver of any party's right to enforce said obligations.

**Section 10. Notice and Demands.** A notice, demand or other communication hereunder shall be deemed to have been sufficiently given by any party to another party under this Agreement when personally delivered, faxed, sent electronically, mailed by first class or



registered or certified mail, postage prepaid, addressed to the City or the Contractor, as the case may be, and:

- (a) In the case of the Contractor, address to or delivered personally to:  
Sherrie Richards  
1136 So. Lake Street  
Manitowoc Wisconsin 54220
  
- (b) In the case of the City, address to or delivered personally to:  
City of Manitowoc  
ATTN: CITY PLANNER  
900 Quay Street  
Manitowoc Wisconsin 54220-4543

The above addresses may be changed at any time by the parties by notice given in the manner provided above. The parties further agree that electronically reproduced signatures such as by facsimile transmission are valid for execution or amendment of this Agreement, and that electronic transmission and facsimile transmission are authorized forms of notice as that term is used in this Agreement.

Section 11. No Liability to the City. The City shall have no obligation or liability to any third party under contract or retained by the Contractor in the performance of the Contractor's obligations and responsibilities under this Agreement. The Contractor specifically agrees that no representations, statements, assurances, or guarantees will be made by the Contractor to any third party or by any third party which is contrary to this provision.

Section 12. Section Headings. Section headings have been inserted in this Agreement primarily for convenience. If they conflict with the text, the text shall control.

Section 13. Pronouns. Pronouns in this Agreement (including, but not limited to, those referring to the Contractor), importing any specific gender shall be interpreted to refer to corporations, partnerships, men and women, as the identity of the parties hereto, or the parties herein referred to, may require. Pronouns, verbs, and/or other words in this Agreement importing the singular number shall be interpreted as plural, and plural words as singular, as the identity of the parties hereto, or the parties or objects herein referred to, may require.

Section 14. Severability. If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

Section 15. Time of Essence. Time is of the essence of this Agreement and of every term, condition, or covenant to be performed by the City and the Contractor.

**Section 16. Conflicts.** If the provisions of any agreement, contract, note, mortgage, security agreement, or other document between the parties hereto conflict with the provisions of this Agreement, the provisions of this Agreement shall control unless the City determines otherwise.

**Section 17. Relationship of Parties.** Nothing in this Agreement nor any act of the Contractor or the City shall be deemed or construed to create any relationship of third party beneficiary, of employee or employer, of principal or agent, of limited or general partners, of joint venture, or of any association whatsoever between the parties hereto.

**Section 18. Binding Effect of Agreement.** This Agreement shall bind and inure to the benefit of, and be enforceable by or against, the parties hereto and/or their respective representatives, successors, or assigns.

**Section 19. Inspection of Records.** The City shall have the right to inspect any and all records, contracts, financial statements, ledgers or written documents which relate to and are generated by the responsibilities and obligations of the Contractor hereunder, and which are expressly related to this Agreement.

**Section 20. Amendments.** This Agreement can only be modified or changed in writing if executed by the City and the Contractor.

**Section 21. Survival of Warranties, Representations and Agreements.** Any warranty, representation or agreement herein contained shall survive the date of this Agreement.

**Section 22. Applicable Law.** This Agreement shall be deemed to have been made in Manitowoc County, Wisconsin, and shall be governed by, construed under, and enforced in accordance with the laws of the State of Wisconsin. All actions or proceedings relating directly or indirectly to this Agreement, whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin.

**Section 23. Integration and Conflicts.** If the provision of any lease, agreement, contract, note, mortgage, security agreement, or other document between the Contractor and the Contractor or any other third party entity (other than the City) conflicts with the provision of this Agreement, the provisions of this Agreement shall control.

**Section 24. Date.** This Agreement shall be dated, effective and binding as of the date of the last execution.

CONTRACTOR

\_\_\_\_\_  
Sherrie Richards

\_\_\_\_\_  
Date

STATE OF WISCONSIN)

)ss.

MANITOWOC COUNTY

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the above signed Sherrie Richards, to me known who executed the foregoing instrument in her individual capacity.

\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My Commission  
(expires)(is)\_\_\_\_\_

CITY OF MANITOWOC, WISCONSIN

\_\_\_\_\_  
Justin M. Nickels, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Hudon, City Clerk

\_\_\_\_\_  
Date

STATE OF WISCONSIN)

)ss.

MANITOWOC COUNTY

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, the above signed Justin M. Nickels and Jennifer Hudon, to me known who executed the foregoing instrument and to me known to be such Mayor and City Clerk of the City of Manitowoc, Wisconsin, a Wisconsin Municipal Corporation, and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

\_\_\_\_\_  
Notary Public  
Manitowoc County, Wisconsin  
My commission  
(expires)(is)\_\_\_\_\_

This instrument was drafted by:  
David Less, City Planner  
Filename: Y:\dave\farmermarket2014ManagementServices-272014-Rev2102014.doc  
Rundate: 2/10/2014