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TO: Bedford Township Board

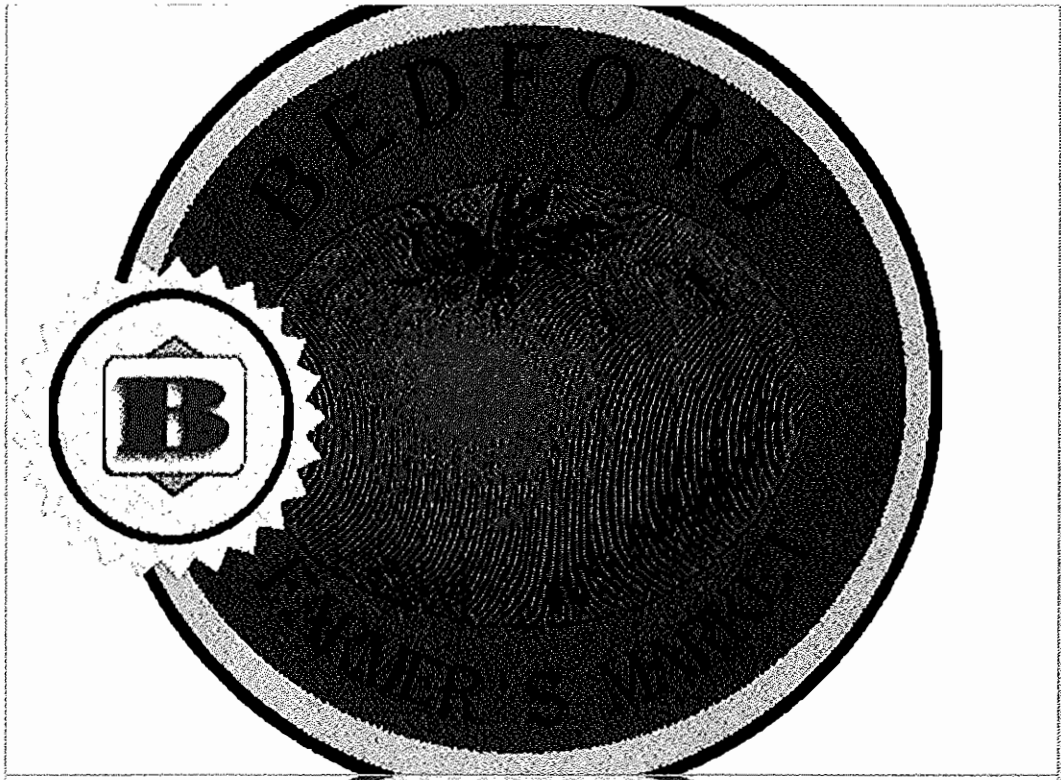
FROM: Paul Pirrone, Trustee

DATE: April 10, 2013

SUBJECT: Agenda Item for April 16, 2013 Board Meeting

Please place on the agenda under New Business the discussion of Bedford Farmer's Market at the Bedford Government Center. I would like the slides for the attached PowerPoint presentation that will be given by Alie Miller and Patricia Galdeen and a copy of the vendor contract draft to be included in packet. A letter from Phil Goldsmith concerning this issue should also be included (this was being sent to Greg Stewart).

I would also like for this agenda item to be included under Proposed Board Action.



## **BEDFORD FARMER'S MARKET**

Presented By: Alie Miller and Patricia Galdeen

# OUR MISSION

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## × The mission of the market is:

- + To stimulate and support the local economy of Bedford Township
- + To provide opportunities for local farmers, gardeners, and artisans to connect with residents and visitors by providing them with fresh produce and unique, handmade specialty items
- + To encourages family activities and community gathering
- + To benefit the health of the community by educating them on the benefits of healthy, local, fresh, eating

# THE BEDFORD FARMER'S MARKET:

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- ✕ The establishment of the Bedford Farmer's Market is for the enrichment of the community as a whole.
- ✕ A non-profit organization
- ✕ Will take place every Saturday from 8am-1pm June through October
- ✕ Free admission; Vendors pay \$75 half season or \$125 full season
- ✕ The Bedford Farmer's Market will be an open air experience where shoppers can purchase the freshest, locally grown produce directly from area farmers and unique handmade items from creators.
- ✕ Family and children's activities will take place regularly

# VENDOR CRITERIA

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- ✖ **The Market restricts participation to growers, raisers, or producers of produce, flowers/plants, and related food items grown and produced by the vendor.**
- ✖ **Baked goods, jellies, jams, honey, eggs, cheeses and/or other products approved by the Market Manager or Committee.**
- ✖ **Preference will be given to Bedford Residents, but if an item is not represented in the Market or demand cannot be fulfilled within the Township, the Market Manager and Committee has the right to approve vendors outside of the Township.**
- ✖ **80% of products must be grown within a 50 mile radius of the market. Up to 20% of non-local items can come from as far away as 150 miles.**
- ✖ **All flowers must be locally grown and picked within 48 hours.**
- ✖ **Fruits and vegetables must be picked within 48 hours of the market days**
- ✖ **Produce and plants should be insect and disease free, pesticide safe, fresh and clean.**
- ✖ **In addition to food sales, the Market may offer community-oriented workshops, demonstrations, children's areas or entertainment.**
- ✖ **All vendors of non-food items must collect and turn in sales taxes on their products to the State of Michigan.**

- ✖ Run by the Downtown Development Authority.
- ✖ The Market is open every Saturday from 8am-1pm and Wednesdays from 4pm-7pm during the months of May to October.
- ✖ During the first year (2010) the Market had 20-32 vendors.
- ✖ The Dundee Market had a Gross Sale of \$61,894 during their first year.
- ✖ The Downtown Development Association had a cost of \$580 during the first year of Market.
- ✖ Average traffic per week: 300 People



# DUNDEE'S FARMERS MARKET





- ✧ Historic Downtown Perrysburg Since 1998.
- ✧ Over 45 Vendors (Fee is \$330-\$385 for a full season).
- ✧ Locally grown and produced annuals, perennials, herbs, baked goods, garden art, prepared foods, fruit, vegetables and unique gifts.
- ✧ May-October Thursday Evenings 3-8.
- ✧ Local businesses participate in sidewalk sales and special sales on Farmer's Market evenings. The Market is very beneficial to businesses.

# PERRYSBURG FARMERS MARKET

# FARMERS MARKETS AND THE LOCAL ECONOMY:

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- ✧ Farmer's markets help the local economy. Farmer's markets generate business, and business creates jobs. A 2011 Economic Research Service report found that fruit and vegetable farms selling into local and regional markets employ 13 fulltime workers per \$1 million in revenue earned, for a total of 61,000 jobs in 2008. Comparatively, fruit and vegetable farms that are not selling locally employed only three full-time workers per \$1 million in revenue.
- ✧ Farmer's markets also bring business to neighboring stores and communities where the market is located. Spending money at farmers markets keeps your money in circulation within the local community, preserving and creating local jobs. A 2010 study of the Easton Farmers Market in Pennsylvania, for example, found that 70% of farmers market customers are also shopping at downtown businesses, spending up to an extra \$26,000 each week. This is very different from many major grocery stores where a large percentage of sales leave the community, and possibly even the state or the region. A Virginia Cooperative Extension report showed if households in Southern Virginia spent 15 percent of their weekly food budget on locally grown food products, \$90 million in new farm income would be created for the region.



# FARMERS MARKETS PRESERVE FARMLAND:

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- ✖ Bedford is a farming community and sees itself as a rural community
- ✖ As the number of markets grow around the country, so do the number of farmers. For instance, Alabama had 17 registered farmers markets in 1999, involving 234 farmers. Fewer than ten years later (2008), there were 102 farmers markets involving 1,064 farmers in the same state. This means that with the help of farmers markets, hundreds of farmers choose to stay in agriculture over another profession, thereby helping to preserve Alabama's farmland and rural traditions. Further, farmers markets allow young farmers to network and learn from more experienced farmers. The Webb City Farmers Market runs a mentoring program that partners their most experienced growers as well as state extension horticulturists with younger farmers who want to improve quality and production practices. "Last week our inspection team visited three farms and saw, for the first time, drip irrigation in action on those farms", says Eileen Nichols, Market Manager. "Before starting the mentoring program, they either had no water in the fields or were trying to use small sprinklers."
- ✖ Seven Neighborhood Farmers Market Alliance (NFMA) markets in Seattle support 9,491 acres of farmland in diversified production, stewarding natural resources rather than selling out to industrial residential development. "This represents a four-fold increase in the last ten years," says NFMA Executive Director Chris Curtis. Even smaller markets nationwide champion acreage in the hundreds, such as Georgia's Lilburn Farmers Market, which supports 10 farms stewarding 500 acres of farmland.

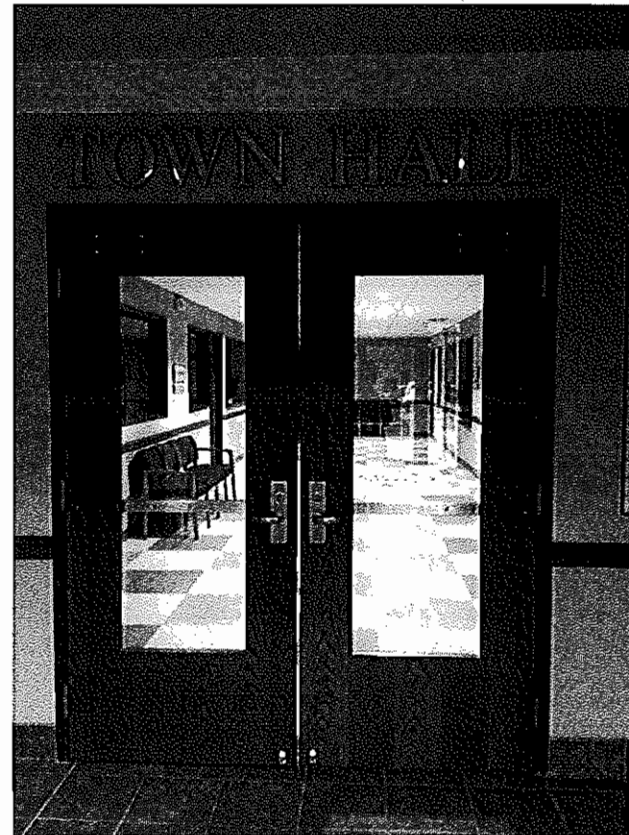
# FARMERS MARKET LOCATION

- × The location of The Bedford Farmers market is critical to the markets success. In Bedford the Government Center is an ideal location.
  - + Located well off the street yet on a busy thoroughfare that many residents travel on a daily basis
  - + Negates the “us versus them” struggle often discussed in the township between Lambertville and Temperance.
  - + Local churches schools and businesses have been considered but pose consistency issues such as the often have Saturday events that would force the market to shut down or move, losing existing and new customers.
  - + The Bedford Farmers Market will be a community experience where you can meet your neighbors, friends, and farmers, and where more of your dollar will stay in the community.
  - + The more the township is involved the more credible the market will look



**town hall** (noun): a hall or building belonging to a town, used for the transaction of the town's business and often also as a place of public assembly. (dictionary.com)

- ✕ Urban Harvest is a Houston, TX Farmer's Market held at Town Hall.
- ✕ The Irondequoit Farmer's Market in Irondequoit, NY is held at Town Hall.
- ✕ In Connecticut the East Haddam Farmer's Market is held at Town Hall.
- ✕ The Alpena Farmer's Market in MI is held behind City Hall
- ✕ The Bexley Market in OH is held at City Hall.



**OTHER FARMERS MARKETS RUN BY TOWNSHIP  
OR LOCATED AT TOWN HALL**

# WHY A FARMERS MARKET?

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- ✖ Bedford could use a revived sense of community
- ✖ Adds to the feeling of Bedford being a wholesome place to live.
- ✖ Small Businesses have another opportunity to feature their business.
- ✖ Community members will no longer have to travel outside of our hometown to attend
- ✖ Members of neighboring communities will travel through Bedford and bring more people in

Vendor Name \_\_\_\_\_

### **GENERAL INFORMATION**

Bedford Farmer's Market (BFM) is a nonprofit group run and overseen by a volunteer committee.

It takes place outside of Bedford Township Government Center, 8100 Jackman Road.

### **MISSION STATEMENT:**

To serve the Bedford Community by operating a viable market for locally grown agricultural products providing a wide variety of fresh, healthy produce and plants, for other local products, and services providing healthy options for all citizens. The Bedford Farmers Market will enable local growers, product producers, and service providers an opportunity to increase their income by selling directly to the consumers.

### **TIMES**

The Market shall be open Saturdays from 8:00am to 1:00pm, June 1 through October.

### **MANAGEMENT:**

The BFM volunteer committee shall select a Market Board consisting of a Market Manager, a Treasurer, and three Trustees. The committee will charge the Market Manager, trustees and Treasures with the following duties: assign market stalls, inspect displays, supervise selling practices, collect fees, and perform whatever duties are necessary to ensure the proper operation of the Market. All vendors must check in with the Market Manager prior to set up, pay fees if not done already, or make inquiries about additional spaces.

### **ELIGIBILITY REQUIREMENTS**

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- Plant and produce vendors may sell no more than 20% of items that are not vendor grown or produced on vendor property unless approved by the Market Board.
- Business name of vendor must be prominently displayed.
- All vendors must have a minimum of \$500,000 in liability insurance or sign a Hold Harmless form from Bedford Township. We may need guidance on this

### **FEES**

Season rate: \$125 per season per space. (\$75 per one half of season)



Weekly rate: \$10 per week per space for Saturday

## SETUP

Market participants shall pull into their assigned spaces no later than 1/2 hour before market time. If a space is not filled by that time, the Market Manager reserves the right to give that space to another vendor. No sales are permitted before the market start time. Anyone selling before that time shall be subject to one warning and for the second offense, a \$15.00 fine. The third offense will result in removal from the Market.

Vendors may not vacate before the end of the Market time without approval of the Market Manager.

Vendors will notify Market Manager at least 24 hours before market start if unable to set up. No more than four absences per season is allowed. Emergencies will be considered. Repeated failure to notify Market Manager could result in fines and/or removal from Market.

## DROP INS

Drop ins are allowed at the discretion of the Market Manager for already approved vendors up to 30 minutes before market open. Drop ins of new vendors are at the discretion and availability of the Market Manager no less than 45 minutes before market.

## PARKING

All vendors must park where the Market Manager designates after set up is done, to allow for customer parking, unless approved by the Market Manager. Failure to do so could result in fines or cancellation of vendor contract.

## MARKET SPACE

Everyone is limited to no more than two spaces. Market mix may be taken into consideration. Spaces are roughly 10' x 10'. Selling space and location assignments are determined by the Market Manager and are not transferable.

Market participants agree to make their stands and products offered for sale as attractive as possible. Each participant shall keep the Market space free from refuse during Market hours. Sales shall be conducted in a business-like manner. No shouting or other objectionable means of soliciting trade will be tolerated. Market participants agree not to practice distress pricing.

Sharing space with another vendor must be pre-approved by the Market Manager. Vendors will provide tables, canopy with appropriate weights, signage, and any display materials desired for their booth. All products, displays, signage, etc must be contained within space assigned. Do not spill into other booths or common areas unless pre-approved by Market

Manager. All displays, especially umbrellas and canopies, must be securely anchored.

Space Assignments - Specific space location requests will be accommodated when possible, but are not guaranteed. Agricultural products have priority at the Market. Other vendors may be asked to relocate to an alternate location during the season, to accommodate seasonal produce vendors, or when the Market Manager feels the product mix requires a change for the overall good of the Market. Vendor space assignments are made at the Market Manager's discretion taking into consideration product mix, customer flow, special promotions, and vendor seniority. Space assignments are not transferable.

Reserved Season Space - Vendors may be eligible to reserve their selling space by season on a first-come-first-served basis, and at the discretion of the Market Manager. Vendors in good standing may be eligible for the same space the following year.

### **GENERAL RULES**

During the course of the marketing season, vendors or their immediate family must grow or prepare 80% their products within a 50 mile radius of the market. Up to 20% of non-local items can come from as far away as 150 miles, and must be approved by the Market Manger or the Market Board in advance. Produce brought in from other sources is acceptable under certain circumstances, such as when the item/s are not available locally, or it adds well to the market mix. If the item is not available locally, but will be later, the Market Manager may ask that the item be discontinued from the farther away source, once the item is available locally.

All flowers must be locally grown and picked within 48 hours.

Fruits and vegetables must be picked within 48 hours of the market days, to the greatest degree possible. Sales of wilted low quality goods are unacceptable and may result in cancellation of the participant's privileges.

All vendors are responsible for the cleanliness of their selling area. At the conclusion of Market hours, participants shall remove any remaining food items associated with sales, equipment, tables, chairs, bushels, boxes, bags, trash, etc., from the site as quickly as possible. Participants not cleaning their spaces to the satisfaction of the Market Manager shall be subject to one warning, a \$10.00 fine for the second offense, and removal from the Market for the third offense.

Vendors shall conduct themselves in a courteous and businesslike manner. It is the market's goal to win friends and benefit vendors, customers, and the community.

Produce and plants should be insect and disease free, pesticide safe, fresh and clean as is normally acceptable.

Anyone labeling or selling produce or food as "organic", can have an inspection of fields, gardens or preparation areas at the discretion of the Market Board. Vendors labeling or selling produce or food as "certified organic" will be required to show proof of the certification.

No music may be played by vendors during the Market. All entertainment to be held at the Market had to be approved by the Market Board. No pets or moving bicycles are allowed in the Market. No smoking or alcohol is allowed in the Market.

In addition to food sales, the Market may offer community-oriented workshops, demonstrations, children's areas or entertainment.

All produce vendors that sell by the pound must have certified scales at the Market.

All vendors of non-food items must collect and turn in sales taxes on their products to the State of Michigan.

The BFM or their designee can conduct on-site unannounced farm and production operation inspection of participants if a participant's reputability as a food grower or producer is in question. If vendor is in error of application, first violation is a warning, second violation can be a fine of \$50.00 and third violation can result in dismissal of vendor anytime during the season.

The Board shall promote the Market through advertising, newsletters, special events, press releases, posters and other appropriate means.

The rules and regulations are enforced by the Market Manager, then the Market Board.

All Market participants agree to abide by the rules of the Market.

Vendors may have relatives, friends or employees assigned to help with the running of the stall, or to run the stall with approval of the Market Manager.

#### PRODUCT EXCLUSIVITY/SPECIAL USES

The Market does not guarantee any vendor the exclusive right to sell anyone product. The customer usually benefits from having multiple vendors selling the same product. The Market will determine when a product category is adequately represented and make the decision to deny applications from vendors with similar products. The product mix in the Market as a whole, as well as customer demand, will serve as important factors in determining how many vendors will be allowed to sell similar items in the name of diversity. The general number of customers determines how many vendors will be allowed on a particular day.

The Market Board may reserve sales space in the Market for its own fund-raising activities. Funds from such sales are not intended for profit.

The Market Manager and Board may make available space for use by community groups for non-sales purposes. Groups may request such space by contacting the Market Manager in advance of the market day. The Board will not permit tables for petitions or material of a graphic, religious, or political nature. The Market Manager and Board reserves the right to deny any requests for community space use.

#### **PRICING**

Prices must be clearly marked or posted. Collusion and deceptive pricing practices are strictly prohibited. Vendors are not allowed to pressure, harass, or bully other vendors regarding the pricing of their products.

#### **DUMPING**

Undercutting, drastic price drops; dumping and other anti-competitive practices are prohibited and may be enforced by the Market Manager with appeals going to the Market Board.

#### **NURSERY PRODUCTS AND PLANTS**

Nursery products and plants must be propagated by the vendor from plugs, seeds, cuttings, bulbs or plant divisions and sold in standard, non-decorative nursery containers.

#### **BAKERY, PREPARED FOOD AND VALUE ADDED PRODUCTS**

Bakery products must be made locally, from scratch, from quality ingredients and may require approval from the Monroe County Health Department. All legalities must be followed. All products must be safe to consume and held at appropriate temperatures at all times. Prepared food must be manufactured locally and done under the direction of the owner. The owner is not required to raise any of the raw ingredients. Priority consideration will be given to processed food products that contain any locally grown ingredients. Value added products are processed food products whose main ingredients are raised by the farmer.

The Market Board may, at its discretion, limit the number of prepared, processed or value added food products in the market. Vendors may be required to submit a complete list of products at the time they make application. Additions to the complete list of products must be approved by the Committee. Products will be re-evaluated each year. All vendors selling bakery, prepared food, value added food, or potentially hazardous food must also show proof of product liability insurance.

All vendors of processed food must comply with sanitary rules and regulations imposed by the Monroe County Health Department and are responsible for obtaining the licenses and/or permits necessary to comply with town, county, and state regulations.

#### **CRAFT ITEMS /FLEA MARKET ITEMS**

Up to 25% of the market space is open to craftspeople, with a limit of one space. 100% of the items must be handmade by the vendor, with

exceptions made by the Market Manager or the Board. All crafts are to be approved by the Market Manager or the Market Board, either from photos or in person. Vendors may appeal the Market Manager's decisions on crafts and take their case to the Market Board. A waiting list will be established after the 25% rule is met.

No flea market items are acceptable at the market.

### **MEMBERSHIP**

All vendors from a previous year will be contacted by email, phone or mail by March 1. The vendor will have until March 25th to sign up and pay dues. After that date, waiting list vendors and other vendors will be contacted until a proper market mix is established. I left this in for future years as it doesn't hurt anything now, thoughts?

All vendors applying for seasonal contracts must submit contracts 30 days prior to first day of Market and pay their annual fee 30 days prior to first day of Market, regardless of when they plan to start vending at the Market. All paperwork must be completed including all items required. Checks will be deposited upon acceptance to the Market.

Approved vendors will not be permitted to sell until fees are paid and contracts are in order.

Each participant shall be issued a signed contract. All business names must be on the contract.

Each participant shall have a general location in the market that will be held for the entire season unless otherwise mandated by the Market Manager. Variation on the designated area will happen as the number of vendors fluctuates during the season.

No participant shall have the right to sell, sublease, transfer or permit any other seller to use an assigned market location except by special approval of the Market Board.

All vendors must report gross sales at the end of the season, or whenever a vendor is done for the season, to the Market Manager. Please keep good records if possible. All numbers are confidential and are used for fundraising purposes.

Non-profit groups are included at the discretion of the Market Manager, with market mix kept in mind.

### **VIOLATION OF RULES**

The first violation of the General Rules by a vendor will get a warning from the Market Manager. The second offence will come in writing from the Market Board. The third offense also be in writing and will result in a two week suspension from the market. A fourth violation in the same year, will result in expulsion from the market. Vendors may appeal in writing to the Market Board.



Complaints from vendors must be in writing and signed. The identity of the person making the complaint will be confidential. Complaint resolution is the responsibility of the Market Manager and the Market Board.

## **MODIFICATIONS**

The Board reserves the right to cancel the privileges of any member/market participant who, in the opinion of the Market Board, has violated the rules and regulations governing the Market.

The Board reserves the right to cancel the market season up to one month prior to the opening of the Market. Participants agree to hold the market harmless for any and all losses except fees paid to the Bedford Farmers Market.

The Bedford Farmers Market reserves the right to revise the General Rules and Requirements or to make exceptions when beneficial to the Market.

## **LIABILITY**

Each vendor agrees to be responsible for all damages to life and property due to the vendor's activities or those of their employees or family members at the Market.

## **Indemnification**

The Vendor hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the BFM and its agents and employees and the Market Manager and Market Board for all bodily and personal injury, including injuries resulting in death, and property damage, claims actions, damages, liabilities and expenses; including reasonable attorneys' fees and court costs, which may occur as a result of Vendor's participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the Market Manager and Market Board.

Name, Address, phone and email of Vendor

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Please list items for sale this season \_\_\_\_\_

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

Any items not produced by you that need approval? Please list:

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

Any additions to this list during the season are at the approval of the Market Manager or Market Board only.

This contract is effective upon execution.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Signature (required): \_\_\_\_\_

Accepted by Vendor/s \_\_\_\_\_

Accepted by Market Manager \_\_\_\_\_



April 11, 2013

Dear Greg Stewart, Supervisor:

Pursuant to our conversation addressing a Flea Market to be held within the Bedford Township Hall Parking lot, following are some questions that would assist in providing an appropriate recommendations/suggestions.

1. Who will be the sponsor/organizer of the event?
2. Will the event be held on a weekend during closed ours of the township hall?
3. How often do they want to hold the event (one time or over a series of days or weekends)?

If the township will be merely allowing the event to be held on township property, please allow me to offer the following:

1. The following should develop and implement a written contract outlining requirements for this event to be held on township property (e.g. – address use of water and/or electricity and outline specific use of the township property along with restrictions that may be applicable) and should include a hold harmless clause along with insurance requirements.
2. The sponsor of the Flea Market should develop and implement a Registration Form that entails a hold harmless clause on behalf of the township and require each participant to complete and sign.

Attached is very basic sample Registration Form that may be of assistance to the township and/or the party organizing this event. As we discussed, initially I was not in favor of the township allowing this event: however, if the board decides to allow it, they should set up restricted hours (when the township hall is enclosed) and set parameters / rules as to the number of table/tent set ups and ensure there would be adequate parking that does not interfere with roadway traffic.

I hope you find this helpful, and if you have any questions, please do not hesitate to contact me at any time. (P.S. – I tweaked this Registration Form that could utilized by the township or sponsor. The key is to ensure the township is being held harmless for use of their property). Thank you for contacting me for assistance.

Sincerely,  
John Gandolfi, Risk Manager

## **REGISTRATION FORM**

( Event Name )  
( Date(s) / Times of Event )

( Entity Name )

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Table / Tent Number:** \_\_\_\_\_

**Copy of Proof of Insurance (attached):** Y / N

The following rules must be observed (*Entity should outline all rules pertaining to the specific event*):

- 1.
- 2.
- 3.
- 4.

The "Registrant/Participant" agrees to defend, indemnify and hold harmless the (**Entity Name**) from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed, or recovered against or from (**Entity Name**) by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death, arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the participant, or by third parties, or by the agents, servants, volunteers, employees or factors of any of them.

I have read and understand the above disclaimer.

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_