

FARMERS MARKET ADVISORY BOARD

AGENDA

Monday, November 16, 2020, 9:00 am

Zoom: <https://us02web.zoom.us/j/83863817699>

Webinar ID: 838 6381 7699

www.downtowntc.com

1. Roll Call
2. [Approval of Minutes](#)
3. Public Comment
4. 2020 Market Review (SEEDS)
5. Moving Forward
 - a. Online Farmers Market
 - b. Programming Committee
 - c. Operations Committee
6. Public Comment
7. Adjournment

The Traverse City Downtown Development Authority does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. The DDA Director has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice Regulations. Information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the DDA office.

FARMERS MARKET ADVISORY BOARD

DRAFT MINUTES

Tuesday, February 25, 2020, 9:00 am
Training Room, Second Floor
Governmental Center, 400 Boardman Avenue, Traverse City
www.downtowntc.com

1. Roll Call
 - a. Present: Lori Buchan, Linda Grigg, Courtney Lorenz, Meghan McDermott, Joanne Brown, Tricia Phelps, Sue Kurta, Scott Hardy, Nic Welty, Keith Adler, & Brenin Wertz-Roth (9:04am)
 - b. Absent: Scott Hardy, Gary Jonas & Tim Werner
2. [Approval of Minutes](#)
 - a. Motion to approve, Buchan. Second from McDermott. Approved unanimously.
3. Public Comment
4. Introduction of New Advisory Board Members
 - a. Keith Adler, Retired MSU Professor
5. Election of Officers
 - a. Nomination of slate of candidates
 - i. Chair - Tricia Phelps
 - ii. Vice Chair - Lori Buchan
 - iii. Secretary - Courtney Lorenz
 - b. Motion to approve from McDermott. Second from Welty. Approved unanimously.
6. iCompass Update
 - a. We will not be moving to iCompass and will continue the same packet
7. Operations Committee Update
 - a. Application & Rules
 - i. Motion to approve the application and rules with the edit of removing the cost of August 30th from the prepayment schedule.
 - ii. Motion by Phelps. Second by Lorenz. Approved unanimously.
 - b. Operations Committee to review the Nursery Vendor rules & crafters from plant materials
 - c. Cannabis/CBD sales to be reviewed after the Michigan Farmers Market Association meeting
8. Programming Update
 - a. Budget Meeting Update
 - i. Meeting scheduled this Thursday with Tricia and Jean Derenzy & Harry Burkholder. Will bring back information to the March board meeting.
 - b. Taste the Local Difference Update
 - c. Printed Program (Non profits, special dates, etc.)
 - i. Banners for Farmers Market to get prices for for the

9. Public Comment

10. Adjournment

- a. Motion by Phelps. Second by Buchan

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2021 SHFM Online Market Quote

SEEDS Ecology & Education Centers proposes to manage a year-round Sara Hardy Online Farmers Market. Utilizing the robust online shopping platform developed in 2020, a winter market can open as early as January 2021.

Adding to the current contract to manage the seasonal market, the following is a detailed outline fully describing the on-line market scenario including:

1. Overall Structure,
2. Responsibilities of SEEDS & DDA staffs,
3. Weekly and Market Day Procedures,
4. Costs to the DDA,
5. Fee Revenues to the DDA, and
6. Infrastructure Needed & Next Steps

Structure:

- Weekly shopping period and pick up
- All standard payments by credit card or check
- Food assistance option to pay with EBT, DUFB, or cash
- Open to previously-approved SHFM vendors
- New applications to be reviewed by advisory committee in December, January
- Limit each vendor to a maximum of 30 unique products listed and add option to include multiple selling units to list different varieties of same product, i.e. a vendor could list “Microgreens” as a product and list “kale,” “dill,” and “cilantro” as different selling units
- Consider Cottage Law products to be listed for \$0 and have vendors present to complete transactions during pickup
- Managed and staffed by experienced market staff members

DDA Staff Responsibilities:

- Process payments after shopping period closes and before market day
- Refund customers as needed
- Reimburse vendors for sales
- Send mass emails and post social media posts as scheduled, including sign up form for volunteers
- Hold food assistance records for submission and record-keeping
- Provide requested signage
- Track data from the online store platform



- Keep licensing for platform up to date

SEEDS Staff Administrative Responsibilities:

- Maintain online store
- Approve new products
- Answer vendor and customer questions
- Fix product availability issues
- Resolve customer complaints
- Update automatic reminder language as needed
- Issue credits
- Request refunds as needed
- Solicit bags from local businesses
- Create social media content and emails to send
- Run reports for market day
- Verify all orders are paid
- Prepare and make any deposits as needed
- Coordinate food assistance transactions and maintain records
- Solicit and coordinate volunteers as needed

SEEDS Staff Weekly Procedures:

- Before new period starts, staff resolve any product issues and categorize any newly added product
- When new period starts, staff send email content if due and create social media post to be shared with SEEDS, DDA, and Sara Hardy pages
- Each business day during the shopping period, staff is available to respond to customer and vendor questions
- When shopping period closes, staff resolves any credit issues, then DDA runs credit cards
- Before market day, staff prepares reports and paperwork, including food assistance and any other unpaid orders
- The day after market day, staff resolves any final credit issues, makes any needed deposits, completes food assistance records, marks unpaid orders as paid, and orders any needed supplies for upcoming week
 - Staffing needs: 7-10 hours

SEEDS Staff Winter Market Day Procedures:

- Staffing needs: (1) 2-Person Market
- 15 MINUTES - Staff members arrive at location TBD and set up tables, bags, and packing lists



- 1 HOUR 15 MINUTES - Vendors arrive in their assigned fifteen-minute window to check in their products. One staff member checks in product, the other begins packing
- 2 HOURS - Staff members (and volunteers if needed) finish packing orders
- 1 HOUR 30 MINUTES - Customers arrive and pick up their orders. All orders are reviewed by customer and staff to ensure correctness; packing slip is signed and filed
- 30 MINUTES - Staff begin calling customers who have not picked up their orders yet and pack up
 - Possible Wednesday evening time frame: 12:30 PM - 6:00 PM
 - Possible Saturday morning time frame: 7:30 AM - 1 PM

SEEDS Staff Summer Market Day Procedures:

- Staffing needs: (1) 2-Person Market combined with (1) 2-Person Market from morning live market
- 1 HOUR - Staff member filling “split shift” between live market and online market sets up tables, bags, and packing lists
- 2 HOURS - Other staff members arrive. Vendors arrive in their assigned fifteen-minute window to check in their products. One staff member checks in product, the other begins packing
- 2 HOURS 30 MINUTES - Staff members (and volunteers if needed) finish packing orders
- 1 HOUR 30 MINUTES - “Split Shift” staff member leaves. Customers arrive and pick up their orders. All orders are reviewed by customer and staff to ensure correctness; packing slip is signed and filed
- 30 MINUTES - Staff begin calling customers who have not picked up their orders yet and pack up
 - Possible Wednesday evening time frame: 11 AM - 6:30 PM
 - *Important Note: The procedures above assume the market schedule will remain on Wednesday.*

Costs:

- 2-person market flat fee = \$300
- Estimate (7-10) admin hours at a rate of \$30/hour = \$210-\$300
- Estimated weekly costs = \$510-\$600
- *Important Note: These costs assume the market schedule will remain on Wednesday, allowing SEEDS to overlap staffing between the live market and the online market. The advantage would be to have a third staff member available during order packing, which is the most labor intensive part of the process, especially if there is a high number of orders.*



Proposed Fee Structure - DDA Revenues from Vendors and Customers

- 5% of sales from each vendor
- \$2 fee for each customer transaction
- 3% credit card fee
- Low estimate of weekly sales: \$1,250, 25 orders: **\$112.50 fee revenue**
- High estimate of weekly sales: \$7,500, 150 orders: **\$675 fee revenue**
- Mid estimate of weekly sales: \$2,500-\$5,000, 50-100 orders: **\$225-450 fee revenue**
- The high to mid estimates are likely scenarios for traditional market season. The mid to low estimates are likely scenarios for the winter.

Infrastructure Needed

- Winter: Indoor space to store tables, bags, office supplies, cooler and freezer during the week. Optimally the space we use will already have tables and a cooler and freezer available. Space to set up tables and access cooler and freezer during market day.
- Summer: Sheltered space to store tables, bags, office supplies, cooler and freezer during the week. Optimally the space we use will already have tables and a cooler and freezer available. Space to set up tables and access cooler and freezer during market day.
- (2) small coolers or (1) large cooler; (1) freezer
- Signage directing online customers to pickup location
- Optional: Bushel baskets for packing, may be able to borrow from Interwater

Next Steps:

- Vendors commitments to participate on winter online market (likely candidates include 9 Bean Rows, Bakkers Acres, Second Spring, Boss Mouse Cheese, Natural Northern, Duerkson's, Gallagher's, Modern Bird, Champion Hill Honey)
- Find appropriate winter location



Quote for the Services of SEEDS Ecology & Education Centers

Date: November 13, 2020

Valid Until: 30 Days

Customer:

Traverse City DDA

Project Description:

Online Market for Sara Hardy Farmers Market

SEEDS Project Manager Signature:

Estimated weekly costs outline in above proposal: **Total \$510-\$600**

Once signed, please fax, mail, or email it to the provided address.
Payment will be collected according to the Terms and Conditions
described in this quote. SEEDS is a fully insured organization.

Please confirm your acceptance of this quote by signing:

Name, Title

Signature



This is an Agreement, by and between SEEDS (a Michigan nonprofit organization), located at PO Box 2454, Traverse City, Michigan 49685 and the Customer Named above, (hereinafter referred to as "Client")

RECITALS

Client desires to utilize the consulting services of SEEDS who agrees to provide such services on the terms and conditions set forth herein.

TERMS

Engagement. Client engages SEEDS to perform the consulting services set forth in this proposal (hereinafter referred to as "Services"). Services other than those set forth in the proposal shall be performed only pursuant to a written addendum to this Agreement signed by both SEEDS and the Client. Unless otherwise specified in such addendum, additional Services shall be rendered by SEEDS subject to the terms and conditions of this Agreement.

Compensation. Client shall pay SEEDS for services rendered according to Quote and the attached terms and conditions.

Client's Authorized Agent. The Client has appointed the person named above as signatory the authorized agent of the Client for purposes of this Agreement. As such, the agent is duly authorized and shall be responsible for the execution of any document pertaining to this Agreement or any amendment hereof, and for approving all change orders, addenda, and additional Services to be performed by SEEDS, if any.

Terms and Conditions. The terms and conditions of this Agreement shall include the provisions printed on the reverse side hereof and are hereby incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date indicated above.

TERMS AND CONDITIONS

1. This proposal will be considered null and void if project authorization is not received within 30 days of the date of proposal.
2. The Client hereby authorizes the above-described services and agrees to pay SEEDS at the stated price unless another basis of charge is indicated. The Client will pay SEEDS for work outlined above.



The Client will be invoiced and, except as noted within these terms and conditions, payment is due within 30 days of the date of invoice. A service charge of 1.5% per month will be added to past due accounts. Accounts 30 days past due are subject to the Michigan Mechanic's Lien Law.

3. Client agrees to pay SEEDS within thirty (30) days after receipt of an invoice. Unless otherwise noted above, deposits of 50% are required for material/supplies over \$2500 prior to the start of work outlined herein. This requirement may be waived for government agencies.
4. SEEDS agrees to perform in accordance with a standard of care generally exercised by other environmental and facilitation consultants within this state acting under similar circumstances and conditions.
5. SEEDS' relationship to the Client is that of an independent contractor and not that of a partner, joint venture, or employee of the Client.
6. The Client is to provide copies of all sampling and testing data regarding relevant engineering or environmental studies, which may have been previously performed. SEEDS may be required to utilize sampling, analysis, engineering and other studies prepared by the Client or other consultants. The Client understands that unless otherwise stated in the proposal or this agreement, SEEDS shall not verify or validate, nor shall it be liable for the completeness or accuracy of such data or studies or for claims, fines or penalties arising from the use thereof.
7. SEEDS will use reasonable efforts to maintain confidentiality and not divulge information regarding the proposal, services or its report, except to the Client, parties designated by the Client in writing, or as required by law. Information that is in the public domain shall not be deemed confidential.
8. Client in no way grants SEEDS, its employees, consultants, agents, representatives, contractors and subcontractors, for the purpose of performing all activities, studies and research the right at any time to enter the Site.
9. SEEDS and the Client agree that acceptance by SEEDS of its responsibility under this agreement does not in any way impose upon SEEDS the obligations, responsibility, or liabilities of an owner or operator of the Site.
10. The Client and SEEDS recognize that professional standards and ethics govern the performance of SEEDS' services under this agreement. If circumstances arise which, in SEEDS' opinion, preclude it for professional or ethical reasons from continuing such performance, SEEDS shall advise the Client of that fact. The parties shall immediately attempt to arrive at a mutually satisfactory solution. If this cannot be done to both parties' satisfaction, either party may terminate this agreement. If so, the Client shall compensate SEEDS in accordance with these terms and conditions.



11. The Client bears full responsibility for any fines, penalties or administrative actions that may be incurred due to non-compliance with Federal or State reporting requirements that may be the results of any delays or actions by the Client or any suspension or termination of performance between the Client and SEEDS as defined within these terms and conditions.
12. The Client may at any time, after providing ten days written notice, suspend further performance by SEEDS. SEEDS may, after providing written notice ten days in advance, suspend further performance if, at any time, payments by the Client for services rendered by SEEDS are not made in accordance with established payment terms. SEEDS may continue suspension of performance until payment is received for all services rendered by SEEDS prior to the date of suspension. Suspension of performance for a period exceeding 30 days for any reason, shall at the sole option of SEEDS result in termination or renegotiation of project scope of work, services provided, terms and conditions, schedule, and estimated costs prior to renewal of project activities and services. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, but at a minimum, the extension shall equal the duration of the suspension.
13. The Client, at its sole discretion, may terminate, upon ten days written notice, the authorized project or any subsequent change order. SEEDS may, at its sole discretion and upon 10 days prior written notice, may terminate the authorized project or any subsequent change order.
14. The Client shall pay SEEDS promptly within 15 days from receipt of invoice for services performed and charges incurred prior to the effective date of suspension or termination, plus suspension or termination charges.
15. The Client and SEEDS acknowledge that differences, including but not limited to interpretation and opinion with respect to regulatory and technical issues, may arise between regulatory agencies and SEEDS as consultant for the Client during or after completion of the proposed services.
16. If a dispute arises out of this agreement and if it cannot be settled through direct discussions, the parties agree to submit this dispute to mediation by a professional mediator selected by the parties. If all or any portion of the dispute remains unsettled, the parties agree to submit any unresolved controversy to arbitration. The parties further agree that a judgment upon the award rendered by the arbitrator(s) may be entered in the appropriate Circuit Court of the State of Michigan. The obligation to mediate and arbitrate disputes arising from this agreement shall survive termination of this agreement.
17. The proposal, project acceptance form and these terms and conditions constitute the full agreement between SEEDS and the Client.