Marshfield Farmers Market Cooperative Bylaws

Marshfield, Wisconsin
(Approved: 12/13/2025)

1.0 INTRODUCTION

Welcome to the Marshfield Farmers Market Cooperative Bylaws. We will refer to Marshfield Farmers Market Cooperative throughout as the "Farmers Market". The articles of incorporation are hereby made a part of these bylaws. In case of any inconsistency between the articles of incorporation and these bylaws, the provisions of the articles of incorporation are controlling.

1.1 CONTACT INFORMATION: Any Farmers Market communication can be directed to The email will be checked and answered by a designated market member or Marshfield Farmers Market Cooperative board member For those that do not use e-mail or have access to technology a phone number and/or address will be provided.

1.2 MARKET GOALS - The Marshfield Farmers Market is a producer run cooperative founded to pursue the following goals:

- To give growers and producers of Central Wisconsin agricultural commodities and other farm-related products alternative marketing opportunities;
- To promote the sale of Central Wisconsin-grown farm products, handmade artisan crafts, and bakery items;
- To improve the variety, freshness, taste and nutritional value of produce and food items available in the Marshfield area;
- To provide an opportunity for farmers, handmade craftspeople, and people from urban communities to deal directly with each other rather than through third parties and to thereby get to know and learn from one another;
- To improve access to local, healthy food to all people in our community, including people living with food insecurity;
- To provide an educational forum for consumers to learn the uses and benefits of quality, locally grown or prepared food products;
- To provide educational opportunities for producers to test and refine their products and marketing skills;
- To enhance the quality of life in the greater Marshfield area by providing a community activity which fosters social gathering and interaction; and

- To preserve Wisconsin's unique agricultural heritage and the historical role which farmers markets have played in it, as well as improving the agricultural capacity of the area for local and sustainable production.

2.0 PRODUCER RUN COOPERATIVE

The Marshfield Farmers Market Cooperative is a producer-run cooperative made up of vendor members.

2.1 COOPERATIVE PRINCIPLES

Cooperatives are based on the values of self-help, self-responsibility, democracy, equality, equity, and solidarity. Cooperative members believe in the ethical values of honesty, openness, social responsibility and caring for others.

The Marshfield Farmers Market Cooperative believes the cooperative principles of:

1. Voluntary Open Membership
2. Democratic Member Control
3. Member Participation
4. Autonomy and Independence
5. Education and Information
6. Cooperation Among Cooperatives
7. Concern for Community

2.2 COOPERATIVE LEADERSHIP

The farmers market membership elects 5 farmers market board members to organize the running of the market and ensures the business management of the farmers market. One of the board seats may be a non-member of the farmers market. Elections for the volunteer positions occur at the annual membership meeting prior to the next summer market season (March or April). Board seats will be elected in rotation. 2 seats will be up for election on odd numbered years and 3 seats will be up for election on even numbered years. The first year of the farmers market induction, 2 board members will be seated for 2 years only and 3 board members will be seated for the full term of 3 years. After 2028 any future board members would follow the rotation listed above.Those elected will serve as the market board members for the next three years. There are no limits on the amount of terms a farmers market board member can serve.

2.2.1 RESIGNATION AND REMOVAL OF COOPERATIVE LEADERSHIP

A board member may resign from their board position by informing current board members of their intention in writing.
A board member may be removed upon a majority vote of all members during the annual member meeting or if a special meeting is called by the membership (see 3.5.1.2 for more information on calling a special meeting).

2.2.2 CONFLICT OF INTEREST

It shall be the duty of all board members to make prompt and full disclosure to the board of any personal, professional, or financial conflict of interest in a matter under discussion. When a

conflict of interest is disclosed, the board member must not participate in the discussion or vote on the relevant issue.

2.3 BOARD OFFICERS

Farmers market board officer positions are as follows

1. Chair--schedules and chairs meetings, creates agendas, sets timelines, answers emails, and member contact, assisting other board members as needed, implements board decisions.
2. Vice Chair--assists chair in all areas needed, takes lead in facilitating committees, assisting other board members as needed, implements board decisions.
3. Secretary-- takes meeting minutes, upkeeps market contracts, maintains all legal documentation relevant to the farmers market, manages correspondences.
4. Treasurer – manages finances, budget goals, banking, etc.
    a. The secretary and treasurer roles may hold the same seat
5. Marketing - manages social media accounts, advertising, and public relations.

2.3.1 BOARD OFFICER DESIGNATION

Board officer roles shall be determined at the first meeting following the board meeting through simple majority vote of board members.

2.4 BOARD MEETINGS

The farmers market board shall meet no less than 3 times per year to discuss and make decisions on matters of the farmers market (the annual member meeting shall be considered a board meeting). Members are invited to attend any board meetings and notice of the board meetings will be shared with farmers market members upon request.

2.4.1 BOARD MEETING QUORUM

Quorum for board meeting decision making is 80% of the board or 4 members.

2.5 COMMITTEES

Being a member-run cooperative means that the members need to share the work in the running of the farmers market. Committees are organized around the areas that need the most help from the membership:

- ADVERTISING
- SET UP/ RUN INFO BOOTH
- SPECIAL EVENTS
- GOVERNANCE
- ELECTIONS

Other committees can be created as needed.

3.0 MEMBERSHIP

To be a member in good standing, members must have paid annual dues by the market start date and follow all rules laid out in bylaws and Membership and Vendor Agreements. Members must also complete a signed member contract each year. If this fee is not paid, membership (and associated privileges) will be suspended until payment is received.

3.1 HOW TO BECOME A MEMBER

Applicants must submit an "Application for Membership" form online or in person and send copies of all current, applicable licenses, and proof of insurance. It is the applicant's responsibility to find out which licenses and permits are required. New applications shall be received on a first come, first served basis. New applications will start being reviewed by the board after the annual membership meeting. All new members will be approved by the board.

3.2 TERMINATING MEMBERSHIP
A member may terminate membership in the farmers market by informing the farmers market secretary in writing of their desire to end membership. Terminated members will be removed from membership lists/responsibilities.

3.3 MEMBER ELIGIBILITY
To be eligible for membership or to sell at the market, vendors must abide by all rules set forth in the bylaws, the Membership Agreement, and Vendor Contracts.

3.3.1 MARKET RULES
The rules following are specific to the Marshfield Farmers Market Cooperative. The purpose of these rules is not to replicate all relevant Federal, State, and Local laws. It is the responsibility of the member to know what laws apply to them and their products.

3.3.2 PRODUCER ONLY
Members may sell only those products they themselves helped to produce. “Produce” means the actual hands-on making of the final product, not just clerical, administrative, or marketing activities, or reselling.

Members may sell (but not resell) items produced by another local producer, ONLY after being approved by the board with a simple majority vote. Members should note this request on the vendor contract. If items are approved by the board, the items produced by another producer must be less than 50% of the items offered by the vendor on any given market day.

3.3.3 INSURANCE
The farmers market is required to have liability insurance. This covers the farmers market but not individuals. Although vendors are not required to have insurance they are recommended to provide the farmers market (defined as Marshfield Farmers Market Cooperative) with proof of insurance with $1,000,000 liability coverage, whether their own personal liability and/or commercial liability insurance. If the Seller is processing a product onsite, they are responsible for adding the farmers market as an additional insured on their policy. All vendors are recommended to submit the aforementioned proof of insurance (certificate of insurance, ACCORD 25, proof of insurance, or necessary documentation needed from the farmers market insurance policy) to the board prior to vending in paper form or via e-mail. In addition, the farmers market insurance policy may require additional information.

3.3.4 LICENSING
All members and non-member vendors must abide by and all products must comply with all applicable federal, state, and local regulations. It is the responsibility of the vendor to know what laws apply to them and provide copies of required licenses and permits.

3.3.5 SAMPLES
All samples offered by members must follow the law and proper food safety rules. Samples must be protected from insects and environmental contaminants at all times. It is the member/vendor's responsibility to know the sampling laws that apply to their products. Violators may be asked to rectify issues or discontinue offering samples.

3.3.6 PRODUCT TEMPERATURE
The vendor is responsible for monitoring and maintaining proper temperatures in accordance with health codes.

3.3.7 LABELING
Members are responsible to know the laws that apply to labeling and producing their products. This includes licensed products and items exempted by the cottage food laws and acidified food laws (cookie and pickle bill). All vendors using the term organic or other USDA-defined terms must follow the appropriate federal regulations.

3.3.8 LIVE ANIMALS AND PET POLICY
No live animal sales – for health and safety reasons, vendors can't sell or display live animals. Vendors are not allowed to bring pets to their booths. Service animals are welcome. Transportation animals (like horses) are allowed, but must stay in their own designated area to be determined by the board prior to the first day the vendor will be in attendance. Visitors can bring pets, but they must be leashed, well-behaved, and kept away from vendor tables and food.

3.4 MEMBERSHIP DUES AND FEES
- Membership Fee - $50 (one time only)
- Annual Membership Dues - $50 (not required for first year, due on subsequent membership years)

Membership fee is required to join the market as a voting member. Additional fees may be assessed, and will be reflected in the Vendor Contract.

3.5 MEMBERSHIP PRIVILEGES
Membership in the Farmers Market Cooperative includes:
- the right to sell at the Summer Market, and consideration for selling at winter market (according to provisions laid out in Vendor Contract),
- the right to vote on changes to bylaws, venue selection, and committee proposals,
- meeting participation,
- access to financial records,
- and participation in market management and advertising and committees

Membership is business-based, and confers one vote per business. Votes will be cast using your vendor number as your member number.

3.5.1 MEMBERSHIP MEETINGS

Members are encouraged to attend the yearly membership meeting, and any ad hoc meetings called by membership or the board.

3.5.1.1 ANNUAL MEMBERSHIP MEETING

The Annual Membership Meeting will be held in March or April prior to the start of the summer farmers market season. Any scheduled board elections and proposed bylaw amendments will be held at this meeting. Notice of the annual membership meeting shall be given at least 14 days prior to meeting date.
Location of the meeting will be shared in the notice of the meeting.

Members in good standing will have the right to vote on changes to the bylaws, committee proposals, changes to the venue, etc.

3.5.1.2 SPECIAL ELECTIONS

If a board member resigns or is otherwise voluntarily or involuntarily removed from the board, the board will fill the position by appointment (with majority board vote). The new appointee will hold the role until the next annual membership meeting, at which time a general election will be held for that position.

3.5.1.3 QUORUM FOR VOTING

Quorum is met when fifty percent of members in good standing (or fifty members in good standing, whichever number is smaller) are present. Virtual attendance and votes will be counted for quorum. If annual elections do not hit quorum, elections will be rescheduled within one month.

3.5.1.4 VOTE THRESHOLDS

For board elections and bylaw changes, a passing vote must achieve a simple majority. Votes will be tallied by an election committee of non-board members.

3.5.1.5 SPECIAL MEETINGS

The farmers market members may call a special meeting to discuss matters of urgency that need a group decision. All members must be notified of the special meeting at least 14 days prior to the meeting. Quorum must be met at the meeting and decisions made at this meeting must be recorded. Any decision made at this meeting will go into effect immediately but must be ratified at the annual member meeting.

3.6 MEMBER AND VENDOR CONDUCT

Members and vendors shall conduct themselves in a manner that is courteous to other vendors and the public. Behavior that is offensive, threatening, abusive, or harassing shall constitute a violation of Market rules and grounds for the loss of membership.

Committing a criminal act at the farmers market may cause the vendor to be expelled from the farmers market, which means a termination of vending privileges, seniority, and farmers market membership.

3.6.1 REPORTING VIOLATIONS

A member or customer may submit a complaint to the farmers market board against a vendor where there is reason to believe a violation of farmers market rules exists. The identity of the complainant will not be revealed by the farmers market board.

3.6.2 PENALTY ASSESSMENT

If violations of farmers market rules are minor or believed by those involved and farmers market board to be accidental, members will be given a verbal warning and timeline to make needed corrections.
If violations of farmers market rules are serious or believed by those involved and farmers market board to endanger customers or other vendors, members will be given a written warning and timeline to make needed corrections.

In the case of serious, deliberate, or continued violations, the membership gives the authority to the farmers market board to terminate membership.

If membership is terminated due to rule violations, any subsequent application during the following market season enrollment by that former member must be approved by a two-thirds vote of the farmers market members. If approval is denied, the applicant may not reapply for a period of one year following the denial.

3.7 ATTENDANCE

The summer farmers market will be filled on a first come, first serve basis with a minimum attendance requirement of five markets for members to remain in good standing. Members and vendors can set up as frequently as they desire.
The winter market eligibility and attendance requirements will be determined by venue constraints, and set forth in the Vendor Contract.

4.0 NON-MEMBER VENDORS

Applications for non-member vendors, vendors that attend weekly, seasonally, or daily will be accepted at any time throughout the season. Fees will be listed on Vendor Contract, and must be paid prior to set up. Non-member vendors are not considered members of the farmers market.

5.0 DAILY MARKET OPERATIONS

The board has the authority to hire a market manager or other workers to assist with the operations of the farmers market. Compensation for those doing farmers market work will be determined by the board ensuring a sound farmers market operations budget.

5.1 STALLS

Each vendor will be granted a stall (dimensions specified in Vendor Contract). Canopy, tables, signage, and all other displays and equipment should fit within your given stall dimensions.

If the vendor's booth set-up cannot fit in one spot, the vendor must pay an additional fee as laid out in the vendor contract.

5.2 SET-UP AND TAKE-DOWN

Set-up will begin one hour before the market opens, and takedown will occur within one hour of market close. Once the market is open no vehicles can enter the farmers market area. This is to ensure the safety of our customers, no exceptions. If you sell out of items you must wait or cart your items to your vehicle.

5.3 PARKING

Vendors will park in designated spots. Spots will be determined by the person designated by the farmers market board.

5.4 CLEAN UP

All vendors present are responsible for cleaning their own stalls and spaces. Vendors are encouraged to assist in cleaning communal spaces if present.

If assistance is required for setting up or tearing down a vendor's stall, please contact the person designated by the farmers market board as laid out in the vendor contract.

6.0 AMENDING THE BYLAWS

Bylaws may be amended by a majority vote in a board meeting but must be ratified at the annual membership meeting. Members may make amendments to the bylaws at a special meeting, annual membership meeting, or board meeting by a majority vote. Any meeting that includes a bylaw amendments must be explicitly stated in the meeting notice and be given thirty days notice.

7.0 DISSOLVING THE MARKET

The membership may, by a two-thirds vote, decide to dissolve the Marshfield Farmers Market Cooperative. If there are funds or assets left to distribute once all debts are paid, the membership will vote on the designated charity for asset distribution per articles of incorporation at the meeting when dissolution was approved.