

ORDINANCE NO. 2024-39 FIRST READING April 8, 2024  
INTRODUCED BY: RUTH CAVANAGH SECOND READING WAIVED  
THIRD READING WAIVED

AN ORDINANCE APPROVING THE OPERATING AGREEMENT WITH GEAUGA FRESH FARMERS' MARKET, INC. FOR A LICENSE TO USE A DESIGNATED PORTION OF THE PARKING AREAS AND DRIVEWAYS OF THE SOUTH RUSSELL VILLAGE MUNICIPAL PROPERTY AT CHILlicothe ROAD AND BELL STREET AS A FARMERS' AND ARTISANS' MARKET FOR THE TIME PERIOD OF May 16 - October 12 AUTHORIZING THE MAYOR TO EXECUTE THE OPERATING AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of South Russell has reviewed the proposed Operating Agreement (the "Agreement") with Geauga Fresh Farmers' Market, Inc. ("GFFM") for a license to use a designated portion of the parking areas and driveways on the South Russell Village Municipal Property at Chillicothe Road and Bell Street ("SRV Property") as a farmers' and artisans' market ("Market") for the time period of MAY 11 - OCT 12; and

WHEREAS, the Council of the Village of South Russell agrees with the terms of the Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of South Russell, Geauga County, Ohio that:

**Section 1.** The Council of the Village of South Russell hereby accepts the Agreement, a copy of which is attached hereto as **Exhibit A**.

**Section 2.** The Council of the Village of South Russell hereby authorizes the Mayor to enter into the Agreement on behalf of the Village of South Russell to grant GFFM a license to use the SRV Property as a Market.

**Section 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

**Section 4.** This Ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, and safety of the Village of South Russell and to immediately provide a license to use the SRV Property to operate a Market. Wherefore, provided it receives two-thirds (2/3) of the votes of all members elected to Council, this Ordinance shall be in full and effect from and immediately upon

its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

William N. Koons  
Mayor- President of Council

ATTEST:

Danielle Romanowski  
Fiscal Officer

I certify that Ordinance No. 2024-39 was duly enacted on the 22<sup>ND</sup> day of APRIL, 2024 by the Council of the Village of South Russell and published in accordance with the Ordinances of the Village.

Danielle Romanowski  
Fiscal Officer

## EXHIBIT "A"

### OPERATING AGREEMENT BETWEEN GEAUGA FRESH FARMERS' MARKET AND SOUTH RUSSELL VILLAGE

This Operating Agreement ("Agreement") is made between South Russell Village (hereinafter called "SRV") and Geauga Fresh Farmers' Market, Inc. (hereinafter called "GFFM") (collectively, the "Parties"), for the purpose of authorizing GFFM to use a designated portion of the parking areas and driveways of the SRV municipal property at the junction Chillicothe Road (State Route 306) and Bell Street ("SRV Property") as a farmers' and artisans' market ("Market"), at times and under conditions as described herein. This Agreement shall be effective starting with the first market day on \_\_\_\_\_ and shall terminate after the last market day on or about \_\_\_\_\_, subject to determination of the exact termination date by later agreement of the Parties.

1. SRV hereby grants to GFFM a license to use the SRV Property for the purposes of operating the Market, subject to the terms and conditions of this Agreement. The Parties intend that no other rights of any kind be granted under this Agreement. This Agreement is non-transferable and non-assignable.
  2. The location of the farmers' market shall be as described on a diagram attached hereto as **Attachment 1**. GFFM shall use only driveways and parking areas as indicated on the diagram for the Market. There shall be no access to any municipal buildings of SRV for any purpose, except as permitted by duly authorized personnel of SRV.
  3. The hours of operation of the Market, including set-up and removal of Market booths, shall be Saturdays from 7:00 AM to 2:00 PM., during a period of operation that begins \_\_\_\_\_, which includes the months of May, June, July, August, September, and ends on or about \_\_\_\_\_. Depending upon availability of farmers' produce to sell at the Market, the months of operation may be shortened by GFFM. GFFM shall give seven days' notice to SRV of any Saturday during the designated months of operation when the Market shall not be in operation. It is understood that the SRV Property shall be used at all other times for municipal purposes, and GFFM shall remove all materials, tables, signs, trash and trash containers, or other objects from the SRV Property at the end of the Market by 2:00 PM each Saturday of operation.
  4. GFFM shall provide in its discretion portable toilets for use of farmers selling at the Market and the general public. The location of portable toilets shall be approved in advance by SRV and shall be marked on the diagram attached hereto as **Attachment 1**.
  5. GFFM shall provide trash containers as needed for use by farmers and the public during the hours of operation of the Market. All trash containers and trash shall be
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removed by 2:00 PM on any Saturday that the Market is in operation, and the site shall be left free of trash or items used in operation of the Market.

6. GFFM may place signs on SRV Property advertising the Market, subject to the approval of SRV for the location and time of placement of each sign. The location of approved signs shall be marked on the diagram attached hereto as Attachment 1.
7. GFFM shall provide a designated Market manager at the site at all times that the Market is in operation, which shall be available to representatives of SRV, and shall be responsible for the operation of the Market. The Market shall operate under a set of rules, a copy of which has been provided to SRV. Issues relating to the operation of the Market that are not specifically covered by the rules shall be resolved according to the reasonable judgment of the Market manager.
8. GFFM shall insure that traffic flow and parking within the Market are controlled in a safe and efficient manner. SRV may, but is not obligated to, provide police or other traffic control personnel, at its own expense, to direct traffic and assist in traffic flow during the hours of operation of the Market.
9. GFFM shall indemnify and hold harmless SRV, its officials, employees, and designated representatives, from any cause of action arising out of the operation of the GFFM that is not caused by the negligence of SRV or the negligence of its official's employees, or designated representatives. GFFM shall maintain liability insurance sufficient to protect the interest of SRV at all times during the period of operation of the Market. GFFM will supply a Certificate of Insurance, to the Village, naming the Village as an "Additionally Insured" party and demonstrating that such insurance is reasonably sufficient to protect SRV's interest, prior to the operation of any Market under this Agreement.
10. This Agreement may be terminated at the sole discretion of SRV, with seven days' notice to GFFM. It is understood that the Parties shall evaluate the operation of the Market at the end of the period of operation, and that a determination by each Party as to the feasibility and desirability of continuing the Market beyond 2024 shall be made at that time, at each Party's sole discretion.

Agreed to by the Parties:

Geauga Fresh Farmers' Market, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

South Russell Village

By: William G. Koons

Printed Name: WILLIAM G. KOONS

Title: MAYOR

Date: 4-23-24





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Professional Insurance Management 7879 Auburn Road Suite 1B Concord, OH 44077	<b>CONTACT NAME:</b> Rhonda Conkey <b>PHONE (A/C, No, Ext):</b> 440-853-1288 <b>E-MAIL ADDRESS:</b> rconkey@proinsm.com	<b>FAX (A/C, No):</b> 440-729-2840
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Geauga Fresh Farm Market Inc 2711 Dodd Rd Willoughby Hills, OH 44094	<b>INSURER A:</b> OWNERS	<b>NAIC #</b> 32700
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			05315868	07/20/2023	07/20/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			05315868	07/20/2023	07/20/2024	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Limit	\$ 1,000,000
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

South Russell Village Hall  
 5205 Chillicothe Rd  
 South Russell, OH 44022

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1 2 3 4 5 6 7 8 9 10 11 12 13 14  
VENDOR AREA  
21 20 19 18  
27 26 25 24 23 22

Parking Area

Parking Area

Parking Area

ENTER  
EXIT

South Russell  
Building Department  
8505 Chillicothe Rd  
Columbus, OH 43222

Chillicothe Rd

Bell St

Bell St