ORDINANCE NO. 2024-39 FIRST READING April 8, 2024
SECOND READING WAINED
THIRD READING WAINED

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 SOUTH RUSSELL **VILLAGE MUNICIPAL PROPERTY** CHILLICOTHE ROAD AND BELL STREET AS A FARMERS' AND PERIOD OF MAY 11 - Octobe 12 ARTISANS' MARKET FOR THE TIME THE **AUTHORIZING** THE **MAYOR** TO **EXECUTE 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 MANNO 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:
- <u>Section 1.</u> The Council of the Village of South Russell hereby accepts the Agreement, a copy of which is attached hereto as **Exhibit A**.
- <u>Section 2.</u> 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.

Mayor- President of Council

ATTEST:

Danielle Romanowski

Fiscal Officer

I certify that Ordinance No. 2024 39 was duly enacted on the 22 day of Apple, 2024 by the Council of the Village of South Russell and published in accordance with the Ordinances of the Village.

iscal 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 Market day on or about October 12 2021 subject to determination of the exact termination date by later agreement of the Parties.

- 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.
- The location of the farmers' market shall be as described on a diagram attached hereto as <u>Attachment 1</u>. 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 Way U2014, which includes the months of May, June, July, August, September, and ends on or about October 12,2024. 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
- 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

- 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.
- 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 <u>Attachment</u>
 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:

|--|--|



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).

		ROGATION IS WAIVED, subject ertificate does not confer rights to				ich end	dorsement(s)).	equire all enuorsel	ment.		tatement VII
PRO	DUCE					CONTACT Rhonda Conkey						
Professional Insurance Management			PHONE 440 050 4000				FAX (A/C, No): 440-729-2840					
7879 Auburn Road Suite 1B					E-MAIL ADDRESS: rconkey@proinsm.com							
Concord, OH 44077				INSURER(S) AFFORDING COVERAGE NAI								
				INSURER A: OWNERS						32700		
INSURED Geauga Fresh Farm Market Inc					INSURER B:							
2711 Dodd Rd Willoughby Hills, OH 44094						INSURER C :						
						INSURER D :						
						INSURER E :						
						INSURER F :						
COVERAGES CERTIFICATE NUMBER:					NIIMBER.	INSURE	KF.		REVISION NUMBE	R:		-
Г	HIS I	S TO CERTIFY THAT THE POLICIES	OF	INSUR	RANCE LISTED BELOW HAY	VE BEE	N ISSUED TO	THE INSURE	D NAMED ABOVE FO	OR TH	E PO	LICY PERIOD
	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.											
INSF	2	TYPE OF INSURANCE		SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	3	
A	1	COMMERCIAL GENERAL LIABILITY			05315868		07/20/2023	07/20/2024	EACH OCCURRENCE		\$	1,000,000
		CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES Ea occurrence	e)	\$	300,000
									MED EXP (Any one perso	n)	\$	10,000
	-								PERSONAL & ADV INJUR	RY	\$	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		\$	2,000,000
	17.02	POLICY PRO-							PRODUCTS - COMP/OP	AGG	\$	2,000,000
	-	OTHER:									\$	
A	AUT	OMOBILE LIABILITY			05315868		07/20/2023	07/20/2024	COMBINED SINGLE LIMITED ACCIDENT	Т	\$	
^		ANY AUTO							BODILY INJURY (Per per	son)	\$	
		OWNED SCHEDULED AUTOS							BODILY INJURY (Per acc	ident)	\$	
	V	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)		\$	
		AUTOS ONET							Limit		\$	1,000,000
	7	UMBRELLA LIAB OCCUR							EACH OCCURRENCE		\$	
	-	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
		DED RETENTION\$									\$	
г		RKERS COMPENSATION							PER STATUTE O	TH- R		
		PROPRIETOR/PARTNER/EXECUTIVE Y/N							E.L. EACH ACCIDENT		\$	
	OFFI (Mar	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPL	OYEE	\$	
	If yes	s, describe under CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY L		\$	
г	DEG	ONE HONO! OF EIGHTONO BEION										
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)												
CERTIFICATE HOLDER CANCELLATION												
	.17.1.11	IOATE HOLDEN		_		5,7140						

CERTIFICATE HOLDER

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

