

ORDINANCE NO.	2025- 28	FIRST READING	April 24, 2025
		SECOND READING	WAIVED
INTRODUCED BY:	DENNIS GALICKI	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 ROAD AS A FARMERS' AND ARTISANS' MARKET FOR THE TIME PERIOD OF MAY-NOVEMBER 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 Road ("SRV Property") as a farmers' and artisans' market ("Market") for the time period of MAY-NOVEMBER; 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.



Mayor- President of Council

ATTEST:



Fiscal Officer

I certify that Ordinance No. 2025- 28 was duly enacted on the 28th day of APRIL, 2025 by the Council of the Village of South Russell and published in accordance with the Ordinances of the Village.



Fiscal Officer

**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 Road ("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 MAY 10 and shall terminate after the last market day on or about OCTOBER 11, 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 MAY 10, which includes the months of May, June, July, August, September, and ends on or about OCTOBER 11. 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

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 ensure 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 2025 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: _____

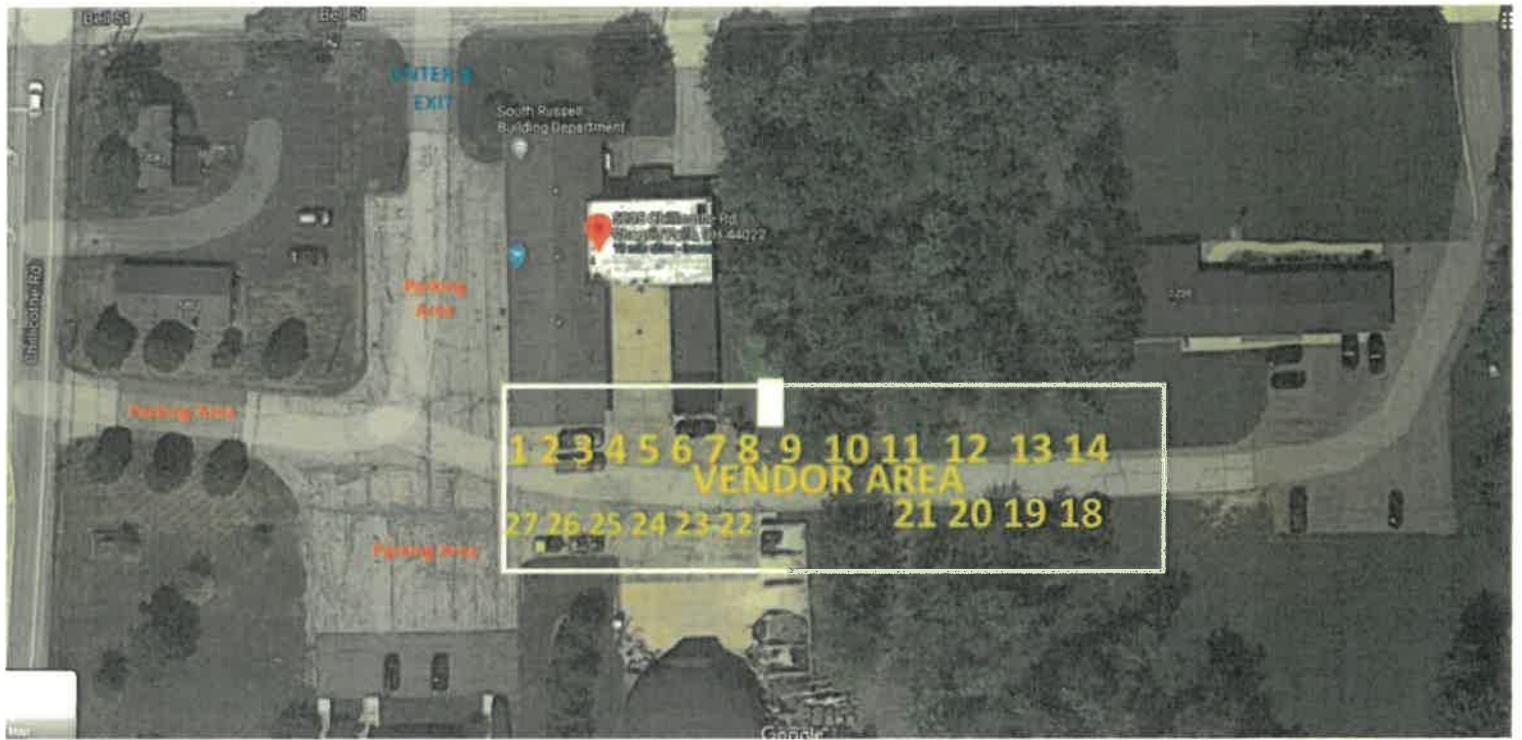
South Russell Village

By: William G. Koons

Printed Name: WILLIAM G. KOONS

Title: Mayor

Date: 4-28-25





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2025

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).

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

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"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			05315868	07/20/2024	07/20/2025	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	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			05315868	07/20/2024	07/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Limit \$ 1,000,000 EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 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 <i>Rhonda Conkey</i>
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