

ORDINANCE NO. 2025- 28 FIRST READING April 24, 2025
INTRODUCED BY: DENNIS GALICKI 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 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: Tiffany Mushrush Mentzer

Printed Name: Tiffany Mushrush Mentzer

Title: Market Manager

Date: 4-30-25

South Russell Village

By: William G. Koons

Printed Name: WILLIAM G. KOONS

Title: Mayer

Date: 4-28-25



