

RESOLUTION NO.: 2020-R13 (AMENDED FEBRUARY 25, 2020)
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: FEBRUARY 11, 2020

ASSIGNED TO: Env. & Parks

A RESOLUTION APPROVING A LEASE AGREEMENT WITH RACHEL BELLIS AND JUSTIN TURNER FOR THE HARTONG FARMSTEAD LOCATED AT 6521 MT. PLEASANT ROAD, GREEN, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, in 2019, the City of Green began investigating the option of leasing the Hartong Farmstead located within Southgate Park for use as personal housing, a sustainable farming operation, and community engagement initiative; and

WHEREAS, the Parks and Recreation Board, the Historic Preservation Commission, and the Living Green Task Force met and unanimously supported this initiative; and

WHEREAS, the City made available the Request for Proposal on various city social media outlets and a wide distribution list including the Ohio Ecological Food and Farm Association, The Countryside Conservancy, The Ohio History Connection and the Cleveland Museum of Natural History; and

WHEREAS, the City received four (4) proposals for the operation for a sustainable farming operation at the historic Hartong Farmstead located within Southgate Park; and

WHEREAS, the City conducted two (2) interviews with individuals who submitted proposals; and

WHEREAS, the City desires to enter into a Lease Agreement with Rachel Bellis and Justin Turner to reside in the Hartong Farmhouse within Southgate Park and conduct a sustainable farming and community engagement operation at the historic Hartong Farmstead located within Southgate Park.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO THAT:

SECTION ONE:

Green City Council approves the Lease Agreement between the City of Green and Rachel Bellis and Justin Turner, a copy of which is attached hereto and incorporated herein as **AMENDED** Exhibit "A", and authorizes the Mayor to enter into the Lease Agreement on behalf of the City.

SECTION TWO:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION THREE:

Green City Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. City desires to enter into this Lease Agreement as soon as possible to allow Rachel Bellis and Justin Turner to commence

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the farming operation at the earliest practical date. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: MARCH 10, 2020

Molly Kapeluck
Molly Kapeluck, Clerk

Barbara Babbitt
Barbara Babbitt, Council President

APPROVED: March 11, 2020

Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

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MAY	FIN	LAW	PLAN	ENG
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ENACTED EFFECTIVE: March 11, 2020

ON ROLL CALL: Babbitt -aye Brandenburg -aye DeVitis Absent France -AYE
 Shaughnessy -aye Yeargin -aye Young -AYE Adopted 6-0

Suburbanite publication on March 20 and March 27, 2020

Molly Kapeluck
Molly Kapeluck, Clerk

Lisa Carey Dean

2020-R13 A
Exhibit "A" Amended

LEASE AGREEMENT FOR
HARTONG FARMSTEAD
6521 MT. PLEASANT ROAD
NORTH CANTON (GREEN), OHIO 44720

(NOTE: This lease is subject to amendment/approval by Green City Council)

DRAFT LEASE AGREEMENT

This Lease Agreement ("Lease") is made this ____ day of _____, 2020, by and between the City of Green ("Lessor") whose principal place of business is PO Box 278, Green, Ohio 44232, and _____ ("Lessee") whose address is _____.

1. **Premises.** Lessor is the owner of 167 acres of property generally known as Southgate Park which includes the Hartong Farmstead which has a mailing address of 6521 Mt. Pleasant Road, North Canton, Ohio 44720 (the "Premises"). Lessor agrees to rent to Lessee the Premises, including adjacent barn and related out buildings and farmland as detailed in the map attached as Exhibit "A". Lessee agrees to use the property as their personal residence and a commercial farming operation.

2. **Effective Date of Lease.** The term of this Lease shall commence on the ____ day of _____, 2020.

3. **Initial Term.** The initial Lease Term shall be ten (10) years beginning on the first day of April 2020 and ending on the 31st day of March 2030. Lessee shall also have the option to extend the Lease for four (4) additional terms of 5 years upon mutual agreement of Lessor and Lessee if the Premises is not needed for any municipal purpose by the Lessor. Lessee may execute the options by giving Lessor written notice of their intent to exercise the option at least ninety (90) days prior to the expiration of the current extension period. Lessor shall have thirty (30) days from receipt of written notice from Lessee of their intent to refuse the option.

4. **Early Termination of Lease.**

A. **Option of Lessor to Terminate** - If this Lease is terminated by the Lessor prior to the expiration of the term provided in Section 3, all the rights of the Lessee under this Lease and in the Premises shall terminate. If the Lease is terminated for default, the Lessee is entitled to no compensation for any losses or injury resulting from Lessee's default. The Lessee acknowledges the sovereign right of the Lessor to cancel this Lease at any time to the extent otherwise provided by law. Unless the Lease is terminated for default, the Lessor shall provide a 180-day notice of termination.

B. **Option of Lessee to Terminate** - The Lessee may terminate this Lease, without penalty, on giving a written notice to the Lessor of the intent to terminate at least 180 days prior to the date of intended termination. This period of notice may be reduced to 30 days should Lessee experience permanent disability or death. The notice of termination shall contain the date for the intended termination of the Lease. The intended termination date shall operate as if that date were the time originally fixed for the termination of this Lease, and all provisions of this Lease that are to become effective on termination shall become operative or effective on that date.

The giving of notice required in this section shall not release the Lessee from the full and faithful performance of all terms and conditions of this

Lease during the continued occupancy of the Premises by the Lessee after such notice and until the Lessee vacate and surrenders the Premises, whether on the date of the intended termination or at the conclusion of any period during which the Lessee holds over after the date contained in the notice.

- C. **Refund of Prepaid Rent** – If the Lease is terminated before the end of the term as set out in Section 3, the Lessee may be entitled to a proportional refund of any prepaid rent authorized by Section 5.
- D. **Abandonment** – The Lessor may reenter and repossess the Premises, and declare the term of this Lease forfeited, if the Lessee deserts or vacates the Premises for 14 or more consecutive days. The Lessor may pursue all remedies available under this Lease or as provided by law.
- E. **Ownership of Growing Crops** - If the Lease is terminated for default, at the Lessor’s election, the Lessor shall have the right to own and possess all crops both harvested and unharvested. Upon an early termination for convenience of the Lessor or at the option of the Lessee as provided in Section 4(B), the Lessee shall have the right to own and possess all harvested and unharvested crops for the Lease Year during which this Lease is terminated.

5. **Rent.** Lessee shall pay Lessor a monthly rent as outlined below for the Hartong Farmstead. The Hartong Farmstead includes the farmhouse, barn, other agricultural outbuildings and farm field. (See Exhibit A) The rent amount shall be adjusted as shown from the initial date of the lease:

• Year 1-2	\$1000.00
• Year 3-5	\$1100.00
• Year 6-10	\$1200.00
• Year 11-15	\$1300.00
• Year 16-20	\$1400.00
• Year 21-25	\$1500.00
• Year 26-30	\$1600.00

- A. The first month’s rent is due upon execution of this Lease Agreement. The monthly rent shall be due on the first day of each month beginning with the first full month of the Lease Term. The Lessee shall pay pro-rata rent for the period Lessee occupies the Premises prior to the first full calendar month of the Lease Term.
- B. Any rent payment required under this Agreement which is not made within ten (10) days of the date that it is due, shall be assessed a late charge equal to 10% of the monthly rental amount. All rent payments not made within thirty (30) days of the date they are due, shall be assessed interest at the rate of 15% per annum. Lessor also agrees that Lessee shall be charged the amount of Fifty Dollars (\$50.00) if any bank check given by Lessee to Lessor in payment of rent is returned to Lessor for

reason of insufficient funds. This charge shall be in addition to any late charges and interest due pursuant to the above Terms of the Lease.

C. The Lessee shall pay a security deposit in the amount of \$1000.00.

D. Pets will require an additional security deposit of \$500.00. No more than two (2) pets will be permitted. Lessee will be required to divulge number and type of pets. Also please note it is City of Green policy that pets in Southgate Park be on a leash at all times.

6. **Utilities.** The Lessor has provided the necessary infrastructure for basic household utilities including water, sewage, gas, electric, and telephone. The Lessee must contact and select service providers for these and other utilities (Cable, Internet). The Lessee is responsible for all additional alterations or installation fees, including, but not limited to all modifications, extension, and additions of utilities to implement all Lessee improvements. The Lessee is responsible for all fees and charges for utilities provided to the Premises.

7. **Real Estate Taxes and Assessments.** The Lessor shall be responsible and pay all real estate taxes assessed against the Property.

8. **Agricultural Use Covenants.**

A. **Agricultural Purposes of the Lease** - The Lessor enters into this Lease to implement the particular and unique proposal contained in Exhibit "B": Lessee Farming Enterprise Proposal (incorporated by reference). As basis for selection, the Lessee's Farm Enterprise Proposal forms the Lessee's obligations for farming under this Lease, excepting any modifications that may be approved in writing by the Lessor in the course of approving the Lessee's Proposed Operations and Development Plan. The Lessee acknowledges a responsibility to actively and affirmatively implement its proposal for the entire term of the Lease.

B. **Agricultural Practices** - All Agricultural practices on the Premises must conform with applicable Federal, State and local laws and regulations, except as those laws and regulations may be superseded by Agricultural guidelines of the Lessor. The Lessor will not allow any agricultural use or activity that would cause unacceptable adverse impacts on Southgate Park's resources, values, or purposes. The Lessee must comply with applicable public health and safety regulations regarding food service and distribution. Furthermore, all agricultural activities and livestock operations that take place in Lessor's parks shall be conducted in accordance with accepted best management practices that protect vegetation and wildlife and its habitat, safeguard sensitive species, control proliferation of exotic species, conserve soil, protect riparian areas and ground water, avoid toxic contamination, and preserve cultural sites. Specific required Agricultural management practices follow:

1. **Pest Management/Pesticide Use** - The Lessee must submit their proposed Integrated Pest Management (IPM) practices for review and approval by the City. The City of Green promotes cultural and biological means of pest control over chemical means. Cultural control measures include such practices as crop rotation, companion planting, manual removal of pests. Biological pesticides, control agents such as predators or parasites, and bioengineered/genetically-modified products or crops are subject to the same IPM review process as pesticides. Some agents may require additional compliance before approval.
2. **Use of Water Resources** – The Lessee’s use of surface waters and groundwater will comply with applicable Ohio water rights laws, and applicable Ohio EPA guidelines. The Lessee will follow a reasonable use doctrine to ensure that farm uses of water do not adversely affect downstream uses.
3. **Farming of Woodlands** – The farming of woodlands (e.g., syrup production, mushrooms, and medicinal plants) is not an approved activity and requires additional City of Green approval. However, the Lessee may tap trees that are clearly within leased yards and fields upon the prior written approval of the Lessor.
4. **Composting** – All plans for composting must be approved by the Lessor before the Lessee may implement such plans. The preferred method for disposal of dead livestock is on-farm composting. Lessees must be certified to conduct on-site livestock composting through completion of the Ohio State University Extension program “Livestock Mortality Composting Educational Training” as outlined by Ohio Department of Agricultural guidelines before undertaking such composting.

C. **Annual Farm Report (AFR)** - The Lessee will prepare an AFR for Lessor’s approval including the Year End Review for the year ending, and the Proposed Operations and Development Plan (“POD”) for the coming year. The Lessee will submit the AFR to the Lessor by January 15th of each year. The Lessor will review the AFR within thirty days following receipt. Lessor will review and respond to Annual Operating plans in a timely manner. An annual evaluation report will be created by the City of Green to ensure the Lessee is caring appropriately for premises, to determine City’s maintenance schedule for premises, and to ensure the Lessee is making acceptable progress toward their proposed plan. Annual Operating plan review and annual safety maintenance inspections of premises will be used to develop said evaluation. Inspections will be scheduled appropriately and with cooperation by the Lessee and Lessor. Approval of the POD subsection/s will constitute an amendments/s to the Lessee’s Farming Enterprise Proposal (Exhibit “B”).

Should the Lessor determine that the Lessee is not making sufficient progress toward plan goals, or if the Lessee fails to comply with the agreed terms of this agreement, the Lessor, may establish a 30 day probationary period, during which satisfactory progress must be made and compliance demonstrated. If Lessee fails to demonstrate compliance to the satisfaction of the

Lessor, at the completion of the probationary period, the Lessor may terminate this Lease, with or without further just cause.

Additionally, chronic non-compliance of the AFR of repeated probationary periods, shall also constitute just cause to terminate the lease.

D. Default of Agricultural Use Covenants - Lessor and Lessee expressly agree that Lessee must implement its proposal in full accord, harmony, and compliance with the Agricultural Use Covenants in this Lease, and with the Lessor's Sustainable Agricultural Guidelines set forth in Exhibit "C". The Lessor and Lessee expressly acknowledge that the Lessee must have the prior written approval of the Lessor for any agricultural activity or practice occurring on the Premises or otherwise associated with the approved enterprise. The Lessee's failure to observe, keep, perform, or fulfill the requirements of the Lessee's POD and the requirements of this Section, will constitute a default causing this Lease to become null and void at the option of the Lessor.

9. **Non-Agricultural Use Covenants.**

A. General Uses - As directed by Lessor, the Lessee must discontinue any activity or use of the Premises inconsistent with the City of Green's natural and cultural resource management objectives or that is determined by Lessor to be inappropriate in a park setting.

B. Occupancy - The Lessee must occupy the residence. Any occupancy arrangement that does not include the Lessee requires the prior written approval of the Lessor.

C. Public Engagement - As defined in the RFP, the Lessee agrees to engage with the public beyond a business customer relationship. The Lessee agrees to engage and interact with the public at minimum as described in their proposal. When appropriate and within reason, the Lessee agrees to work with the City of Green on public events and engagements specific to the Premises. The Lessee also agrees to interact with the public in a professional, positive manner at all times.

D. Commercial Activities - All Commercial Activities of Lessee must be approved by the Lessor in the Lessee's POD or by other written form, including approval of On-Premises Product and Service Sales and Off-Premises Products and Service Sales.

E. Commercial Products and Service Review- The Lessee may not offer any products or services for sale without the prior written approval of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed, regarding the nature, type, quantity and quality of such products and services.

F. Promotional Material- The Lessee must submit all promotional material, regardless of media format (i.e., printed, electronic, broadcast media), in connection with the services provided under this Lease to the Lessor for review and approval prior to use.

G. Advertisements and Other Signs - The Lessee may not post on the Premises signs, including those advertising the Lessee's activities, without the Lessor's prior express written approval of the size and content of the signs and the time period during which the signs may be posted.

H. Special Events- Any events, activities, or other public uses which have not been otherwise approved in the Lessee's POD require the Lessor's written approval.

I. Provision for Public Parking- In the event the Lessee desires to provide, within the Premises, parking for public or customer visitation to the Premises, the Lessee must first secure the prior written approval of the Lessor regarding the location, design, construction materials, and traffic pattern and control related to such parking.

J. Site and Ground Disturbance - The Lessee may not alter the landscape of the Premises in any way that does not correspond to the uses set forth in this Lease. The Lessee must submit a written request for site and/or ground changes, and may not proceed to make such changes until the Lessor approves the request in writing. The Lessor shall respond to written requests in a timely manner and will not unreasonably withhold approval of such proposed changes.

Topography - The Lessee will maintain the general topography of the landscape in its present condition and will undertake no excavation or topographic changes until the Lessor expressly has approved the changes in writing.

Dumping and Material Storage - The Lessee may not dispose or dump ashes, trash, or other materials. The Lessee may not place or store unsightly foreign material upon the Premises. This prohibition shall not be construed as prohibiting the temporary, short-term storage of construction or agricultural supplies necessary to the operation of the agricultural enterprise described in the Annual Operating Proposal.

Tree and Vegetation Removal - The Lessee shall not remove trees, tree limbs larger than 1" or other vegetation until the Lessor expressly has approved the same in writing. Due to the potential impact to endangered Indiana Bats, permission will not be granted for the cutting of trees or tree limbs between April 1 and September 30. For circumstances where there is an immediate threat to safety or property, a waiver to this policy may be requested, on a case-by-case basis.

Fire Prevention and Suppression - The Lessee may not burn brush, construction debris or similar materials within the Premises. The Lessee must take all reasonable precautions to prevent forest, brush, grass, and structural fires and assist the Lessor in extinguishing any fires on the Premises.

K. Harvesting Wood - The Lessor may give written permission to the Lessee to collect downed firewood for personal use within the Premises, but not for commercial purposes.

Under no circumstances does this Lease allow the Lessee to collect wood outside leased properties.

L. **Wildlife** - Small-scale artificial wildlife housing and feeding is allowed near occupied buildings (e.g., bird feeders, birdhouses), as approved by the Lessor. No other feeding of wildlife will be permitted.

10. **Compliance With Applicable Laws.** The Lessee, at its sole expense, shall comply with all applicable laws, ordinances, rules, and regulations of the United States. The Lessee also shall comply with the lawful requirement of all applicable State, County, and local governmental entities where the Premises are located with regard to construction, sanitation, licenses or permits to do business, and all other matters. Lessee must consult with Lessor regarding applicability of such laws and regulations prior to making application to any governmental entity. The Lessee shall provide to the Lessor copies of all license, verifications, use and occupancy permits, or other permits prior to engaging in activities requiring a permit. The Lessee shall give the Lessor immediate written notice of any notice of violation of applicable laws, ordinances, rules, and regulations received by or on the behalf of the Lessee. At the Lessee's sole expense, it shall rectify any such violation promptly.

11. **Rehabilitation and Maintenance of Premises.**

A. **Lessor's Pre-Lease Rehabilitation** - The Lessor has undertaken significant and sufficient repair and rehabilitation of the Premises to:

1. Make it readily habitable by the Lessee;
2. Make it readily usable by the Lessee for the agricultural and related purposes set out in Section 8 of this Lease;
3. **Degrees of rehabilitation:** The Lessor notes that differing treatment levels between the residence and outbuildings have been applied. **Residence:** the Lessor has undertaken all structural treatments necessary for immediate and satisfactory occupancy.
4. Establish the baseline conditions and standards that the Lessor expects the Lessee to observe and maintain during the Lease Term. These baseline conditions include but are not limited to the "as-is" conditions and expectations specified in Sections 8, 9, and 10.
5. "As-Is" Condition of the Premises – The Lessee agrees to take the Premises and all improvements thereon in their existing "as-is" condition. The Lessee acknowledges that in entering into this Lease, it does not rely on, and the Lessor does not make, any express or implied representations or warranties as to any matters including, without limitation:
 - a. The suitability of the soil or sub-soil;

b. Any characteristics of the Premises or improvements thereon;

c. The suitability of the Premises for the intended use;

d. The likelihood of deriving trade from or other characteristics of the Park Area;

e. The economic or programmatic feasibility of the Lessee's use and occupancy of the Premises;

g. Hazardous materials on or in the vicinity of the Premises. Lessor represents and warrants that Lessor has disclosed any known hazardous materials on the Premises to Lessee. Lessee acknowledges that there are no known hazardous materials on the premises known to Lessor. Lessor and Lessee shall each have a duty to disclose to the other any hazardous materials on the premises that become known hereafter. Hazardous materials on the premises that are discovered hereafter shall be a cause for Lessee to terminate the lease and vacate the premises upon 60 days of notice to Lessor so long as:

- 1) Lessee did not cause the hazardous material
- 2) The presence of the hazardous material precludes Lessee from using the Premises as intended by the terms of this Lease.

h. Any other matter.

The Lessee has satisfied itself as to such suitability and other pertinent matters by the Lessee's own inquiries and tests into all matters relevant in determining whether to enter into this Lease. The Lessee accepts the Premises in its existing condition, and hereby expressly agrees that if any remedial repair, alterations, or rehabilitation is required in order to conform the Premises to the requirements of applicable laws, or for the Lessee's use, it shall assume sole responsibility for any such work except as expressly set forth in Section 11B.

6. Lessee's Due Diligence – Prior to entering into this Lease, the Lessee has made a thorough, independent examination of the Premises and all matters relevant to the Lessee's decision to enter into this Lease. The Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that it is in an acceptable condition and meet the Lessee's needs.

B. Lessor's Rehabilitation and Replacement Responsibilities - The Lessor will be responsible for rehabilitation, repair, or replacement of the structural components and operating systems of those historic and non-historic buildings on the Premises that are assets of the Lessor as of the Commencement Date. The Lessor will not be responsible for maintenance or routine repairs or replacements requested for the purposes of cosmetic changes. The Lessor's responsibilities include maintaining the following in good and functional condition:

1. **Structural components** - Repair/replacement of foundations, floors, walls, and roof systems. Removal of insect infestations that could undermine the structural integrity of the building, such as termites or carpenter ants.
2. **Electrical** - Repair/ replacement of wiring, switches, fixtures, breakers, outlets and all other electrical components up to the standards in the Ohio Basic Building Code.
3. **Heating, ventilating, and air conditioning (if applicable)** – Replacement or repair of furnace, ductwork, A/C condenser, and thermostat.
4. **Water supply systems (household)** – Replacement or repair to wells, cisterns, sump pumps, pipes due to functional failure; faucets, tubs, toilets, and sinks due to functional failure.
5. **Sewer/Waste treatment** – Replacement or repair of pipes, septic lines, holding tanks, leach/evapotranspiration fields, sand filters, including necessary root removal.
6. **Exterior fabric** – Replacement of siding, trim, porches, steps, windows, and doors.
7. **Interior fabric** – no additional responsibilities after the initial rehabilitation unless structural in nature.
8. **Roofing** – Replacement of shingles, flashing, gutters, downspouts.
9. **Residence and Farm roads and drives** – Initial rehabilitation of grade, surface, and material with assistance in major flood events.

C. Lessee's Routine and Cyclical Maintenance Responsibilities - The Lessee will be responsible for all general maintenance of the historic and non-historic buildings Premises and their operating systems. The Lessee will perform all repair, rehabilitation, and maintenance of historic properties in a manner that meets the Secretary of the Interior's Standards for Historic Rehabilitation. See Exhibit "D" for the version of those standards in effect as of the

Commencement Date. The Lessee's repair and maintenance responsibilities include, but are not limited to:

1. **Electrical** – Fuses, light bulbs, and face plates.
2. **Heating, ventilating, air conditioning** – Replacement of filters, cleaning ductwork, and annual and routine maintenance of furnace and AC condenser per manufacturer recommendations.
3. **Fireplaces:** Because the farmhouse fireplaces are not the primary heat source for the farmhouse, inspection and repair is required of the lessee prior to use. City will require paperwork to verify inspection has been completed and work is code compliant.
4. **Water supply systems (household)** – Replacement of washers and gaskets as needed, performing routine maintenance as per manufactures recommendations, including draining hot water tank and removing any clogs in water lines excepting those lines outside of the residence unless caused by lessee negligent use.
5. **Sewer/Waste treatment** – Reoccurring scheduled maintenance of septic systems. Unblocking/repair of toilets or drainage/sewage lines due to neglect and cyclical and/or emergency septic pumping. **NOTE: The Hartong Farmstead septic system is a residential system and cannot be used for commercial purposes or any purpose that would cause it to exceed capacity.**
6. **Interior fabric** - Painting, staining, or refreshing of surfaces, including walls, floors, ceilings, trim, windows, doors, built in cabinets and countertops.
7. **Roofing** – Cleaning gutters and maintaining downspouts in unblocked free-flowing condition ensuring positive drainage away from structure.

D. **Residential Grounds Maintenance** - Prior to occupancy, the Lessor will evaluate and remove all or portions of dead or dying trees located near the entrances of the residence on the Premises; if the trees represent a potential safety hazard to both the residential buildings and persons walking or moving in the area.

The Lessee will maintain residential grounds in an aesthetically pleasing and ecologically healthy manner at the Lessee's sole expense. The Lessee annually will evaluate and remove all or portions of dead or dying trees, located near the entrances of the residence on the Premises; if the trees represent a potential safety hazard to both the residential buildings and persons walking or moving in the area, subject to approvals specified under Section 9(F). Aesthetically pleasing is understood to include, but is not limited to, **regularly mowed and** managed lawn and any

ornamental plantings, and avoidance or removal of unsightly storage or parking of materials, equipment, and vehicles. The City of Green shall provide mowing of all grassed areas for a period of two years from the initial lease date. In year three the Lessee shall be responsible for maintenance of all lands within the leased area boundaries. The Lessee is responsible for all aesthetic and utilitarian snow removal. Ecologically healthy maintenance of residential grounds means application of the same general ecological/biological principles for agricultural production practices.

E. **Maintenance and Repair of Other Site Amenities** - The Lessee will undertake all needed major and minor maintenance, repairs, or replacement of any and all alterations or improvements to the Premises made in the course of implementing the Lessee's agricultural and related enterprises described in Section 8 and Exhibit "B". This includes, but is not limited to:

1. Existing and/or Approved agricultural or other buildings;
2. Existing and/or Approved fences of all sorts;
3. Existing and/or Approved agricultural and non-household water systems – wells, ponds, pumps, lines, etc.; and
4. Existing and/or Approved and additional farm roads and drives – maintenance of grade and surface.

F. **Project submittals and approvals** - Lessee must submit all project submittals to the Lessor including as much detail as required by Lessor. The Lessee has established the POD process as the primary means of compiling and submitting projects. In the event that an additional project is desired outside of the POD, the Lessor will similarly review the project but discourages the submittal of individual projects and may advise that the project be held and included in the next POD. Lessor will review all projects to ensure that City of Green Ordinance and the terms of Section 8 of this Lease are met. Thus, the Lessee shall plan accordingly and allow for a review period of no less than 30 days acknowledging that dependent on the scope and scale of the project that additional review time may be required. The Lessor will notify the Lessee in writing of the outcome of the review. The Lessee may not proceed with a project until written approval is received.

G. **No Smoking Policy** - To ensure long-term preservation of structures and to minimize fire danger, smoking is prohibited in all structures owned by the City of Green and assigned under this Lease (residence, barn, garages, etc.). Smoking is defined as lighted cigarettes, cigars or pipes and any similar/related products.

12. Insurance and Indemnification. At all times during the Lease Term and at the Lessee's sole expense, it shall obtain and keep in force for the benefit of the Lessee and Lessor the following insurance coverage:

A. **Property Insurance** - Lessees will be responsible to secure renter's insurance for personal contents.

B. **Worker's Compensation and Employer's Liability Insurance** - In the event Lessee hires employees to work at the Hartong Farmstead Initiative, Worker's Compensation insurance shall be required. Worker's Compensation insurance in the statutory amounts and coverage required under worker's compensation, disability and similar employee benefit laws applicable to the Premises and to the Lessee's use and occupancy of the Premises; and employer's liability insurance, with limits of not less than one hundred thousand dollars (\$100,000.00) for bodily injury per incident and one million dollars (\$1,000,000.00) aggregate, or such higher amounts as may be required by law.

C. **General Liability** - Comprehensive Farm Liability and/or Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises, the improvements thereon, or the streets, curbs or sidewalks adjoining the Premises, with such limits as may be required by the Lessor, but in any event not less than one million dollars (\$1,000,000.00) per incident and two million dollars (\$2,000,000.00) aggregate for the Premises. Such insurance shall insure the performance by the Lessee of its indemnity obligations under Section 12(G) of this Lease.

D. **Other** - All other insurance that the Lessee should maintain to adequately protect the Premises, Lessor, and Lessee. If the general liability coverage obtained in compliance with Section 12(C) does not include the Lessee's off-Premises farm related activities (such as sales at the farmers markets), the Lessee must secure additional coverage.

E. **Conditions on Insurance** - The policy or policies required under Section 12(A), 12(B), and 12(C) shall provide that in the event of loss, the proceeds of the policy or policies shall be payable to the Lessee to be used solely for the rehabilitation, repair, or maintenance of the property damaged or destroyed, as approved and directed by the Lessor. The balance of the proceeds not required for such payment may be retained by the Lessee, who will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

All property and general liability insurance shall name the City of Green as an additional insured.

All of the insurance required under this Lease and all renewals, shall be issued by one or more companies of recognized responsibility licensed to do business in Ohio with a financial rating of at least A- status or better, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the Lessor.

All policies provided for the Lease expressly must provide that such policies may not be cancelled, terminated, or altered without thirty (30) days prior written notice to the Lessor. **The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the Commencement Date, and**

annually thereafter. The Lessee shall maintain all required policies throughout the term of the Lease, and the Lessee shall renew such policies before the expiration of the term of the policy.

From time to time, as conditions warrant, the Lessor may modify the types and levels of insurance required in this Lease, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

F. Disposition of Insurance Proceeds - All insurance proceeds received by or payable with respect to damage or destruction of the Premises (except proceeds of insurance covering loss or damage of the Lessee's Personal Property), less actual expenses incurred in connection with their collection, shall be held by the Lessee in an interest bearing account, with all interest accrued thereon deemed proceeds of insurance for purposes of this Lease. However, if required by the Lessor, an insurance trustee acceptable to the Lessor shall hold such proceeds for application in accordance with this Lease.

G. Indemnity - The Lessee, its employees, and agents shall indemnify, defend, save and hold the Lessor, its employees, successors, agents and assigns, harmless from and against, and reimburse the Lessor for: any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of actions, judgments, and expenses, including without limitation, expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the Lessee or any other person or entity. The Lessee shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or gross negligence of the Lessor, or its employees, contractors, or agents. The provisions of this Article shall survive any termination of this Lease.

H. The Lessor shall be responsible to secure general liability insurance and shall provide proof of coverage as requested by Lessee.

13. **Liens.**

A. Limitation of Liens - The Lessee will have no power to do any act or to make any contract that may create or be the foundation for any lien, mortgage, or other encumbrance upon the reversion, fee interest or other estate of the Lessor, or of any interest of the Lessor in the Premises, except for such actions or contacts contemplated and taken in accordance with the Lease and as expressly approved by the Lessor prior to undertaking such action to create an encumbrance.

B. Assumption of Lessee Responsibilities - Any encumbrance approved by the Lessor pursuant to Section 13(A) must provide that in the event of foreclosure, the holder of the lien will assume the responsibilities of the Lessee under this Lease or to select a new Lessee subject to the approval of the Lessor. Additionally, no encumbrance may grant the holder of the lien the ability or authority to alter or amend the terms of this Lease without the express written agreement of the Lessor.

C. **Discharge of Liens by Lessee** - The Lessee shall not suffer or permit any liens known to the Lessee to stand against the Premises for any reason. If a lien is filed against the Premises, the Lessee shall cause it to be discharged of record within sixty calendar days (60) after notice to the Lessee of filing the lien. If the Lessee fails to discharge or contest the lien within this period and the failure shall continue for a period of fifteen calendar days (15) after notice by the Lessor, then, in addition to any other right or remedy of the Lessor, the Lessor may, but shall not be required, to procure the discharge of the lien either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by the Lessor for any of these purposes, and all other expenses of the Lessor and all necessary disbursements in connection with them, shall become due and payable forthwith by the Lessee to the Lessor upon written demand as additional Rent.

D. **No Consent or Waiver by Lessor** - Nothing in this Lease shall be deemed to be or be construed in any way as constituting the consent or request of the Lessor, expressed or implied, by inference or otherwise, to any person, firm or corporation, for performance of any labor or the furnishing of any materials in connection with the Premises.

14. **Assignments and Subletting.**

A. **Transferability** - The Lessor is entering into this Lease to implement the particular and unique proposal offered by the Lessee, and in reliance on the particular and unique skills and reputation of the Lessee. The Lessor would not enter into this lease except for such particular and unique proposal, skills, and reputation. The Lessor and the Lessee, expressly agree that the Lessee shall not transfer its interest in this Lease without the prior express written approval of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed. Any transfer of the right to occupy and operate the Premises shall be contingent upon the Lessee and the potential transferee satisfactorily demonstrating to the Lessor that such transfer will result in equal or superior management of the Premises, specifically:

1. That the potential transferee is financially and managerially capable of performing the obligations of the Lessee including, without limitation, those requirements set out in Sections 5, 6, 7, 8, 9, Exhibit "B", and the most current POD for the Premises; and
2. That the potential transferee is financially and managerially capable of carrying out the terms of this Lease; and
3. If the Lessee is a partnership (including a limited partnership, a limited liability partnership, or a limited liability company), this Section 14 applies to the transfer of a partnership interest or an interest in the limited liability company. If the Lessee is a corporation, this Section 14 applies to the transfer of stock by a shareholder, where such transfer effects a change in control of the corporation.

B. **Assignment and Subletting** - The Lessee shall not assign this Lease, in whole or in part, or any property on the Premises, nor sublet the Premises or any part of any property, nor grant any interest, privilege, or license in connection with this Lease without the express prior written permission of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed.

C. **Rights and Responsibilities of Successors** - The Lessor and Lessee agree that this Lease shall be binding upon, to the benefit of, and be enforceable by their respective assigns and/or any successors in interest.

15. **Defaults and Lessor's Remedies.**

A. **Default** - This Lease is made upon the express condition that should the Lessee fail to keep and perform any of the covenants, agreements or conditions hereof, including but not limited to the Covenants set forth in Sections 8, 9, and Exhibit "C", this Lease shall become null and void at the option of the Lessor.

B. **Notice of Default** - Before the default is effective, the Lessor shall first give the Lessee written notice, as set out in Section 21, of the Lessor's intention to terminate this Lease and regain possession of the Premises. This notice shall set forth the specific default under the Lease and the Lessor's intention to re-enter the Premises and declare this lease forfeited if such default continues.

C. **Time to Cure** - The Lessee must cure monetary defaults within 30 days after notice is given.

For non-monetary defaults that ordinarily can be corrected within 60 days, the Lessee must cure these defaults within 60 days after the notice is given.

If the non-monetary default is one that would ordinarily take more than 60 days to cure, then, within 60 days following the receipt of the notice described in Section 21, the Lessee must present to the Lessor a written plan to cure the default. The plan must outline the proposed cure and set reasonable goals and reporting dates toward completion of the cure. The Lessor will have 30 days to revise or approve the plan to its satisfaction following the receipt of the plan. If the Lessee does not provide the required plan, as described and within the required time, the Lease shall terminate.

D. **Failure to Cure** - If the Lessee does not cure the default pursuant to its approved plan to cure or does not present a plan for the cure, as applicable, within the applicable period, then the Lessor shall be entitled to the possession of the Premises and may enter into and upon the same or any part thereof and repossess the same and expel the Lessee and those claiming through or under the Lessee and remove its effects without being guilty of any manner of trespass and without and prejudice to any remedies that might otherwise be sued for areas of rent or preceding breach of covenant.

E. Right to Immediate Possession - The Lessee shall neither use nor permit the use of the Premises for any improper or unlawful purpose. Any such improper or unlawful use shall work as a forfeiture of this Lease agreement at the election of the Lessor, after which the Lessor shall have the right to immediately reenter and repossess the Premises without further notice to the Lessee, notwithstanding any other provision of this Lease.

F. Conditional Right to Transfer - In the case of non-monetary defaults, and at the sole discretion of the Lessor, should the Lessee neither cure the default nor present a satisfactory plan to cure the default within the 60 day period, upon written request of the Lessee, the Lessor may grant to the Lessee a conditional right to attempt the transfer of the Lessee's interest according to the terms of Section 14. The Lessee must submit such a request to the Lessor within the 60 day cure period. Should the Lessor grant this option to the Lessee, the transfer process must be completed within twelve months from the date of the Lessor's applicable notice of default. During this period the Lessee must maintain the conditions of the Premises and pay all applicable rent.

G. Consequences of Bankruptcy - The parties agree that this Lease shall terminate upon the filing or execution of:

1. A petition in bankruptcy by or against the Lessee;
2. A petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor;
3. An assignment for the benefit of creditors;
4. A petition or other proceeding against the Lessee for the appointment of a trustee, receiver, liquidator; or
5. The taking by any person of the leasehold created hereby or any part upon execution, attachment, or other process of law or equity.

H. No Waiver of Rights by the Lessor - No failure by the Lessor to insist upon the strict performance of any term, covenant agreement, provision, condition, or limitation of this Lease, or to exercise any right or remedy upon a default hereunder, or acceptance by the Lessor of full or partial rent during the continuance of any default, shall constitute a waiver of any such default or of such term, covenant, agreement, provision, condition, or limitation. No waiver of any default shall affect or alter this Lease, but each and every term, covenant, agreement, provision, and limitation of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.

I. Lessor's Rights to Cure Defaults - If the Lessee fails or neglects to perform any act or responsibility required herein to be done or performed, and fails to cure within the applicable cure period provided in Section 15(C), then the Lessor may, but shall not be required

to, do or perform or cause to be done or performed any other act or correction, including entering upon the Premises for such purposes. The Lessor shall not be held liable or in any way responsible for any loss, disturbance, inconvenience, annoyance, or damage resulting to the Lessee on account of exercising rights under this Section. The Lessee shall repay to the Lessor, upon demand, the entire expense of the Lessor's exercising its rights, including, without limitation, compensation to the agents, consultants and contractors of the Lessor and related expenses. The Lessor may act upon shorter notice or no notice at all if necessary in the Lessor's judgment to meet an emergency situation or governmental time limitation or to protect the Lessor's interest in the Premises. Any act or correction done by the Lessor pursuant to the provisions of this Section shall not be or be construed as a waiver of any such default by the Lessee, or as a waiver of any term, covenant, agreement or condition herein contained or the performance thereof.

16. **Surrender and Vacating of Premises.** On or before the date of expiration, termination, or revocation of this Lease, the Lessee shall surrender and vacate the Premises, remove its personal property from the Premises, and return the Premises, including the farm fields and equipment and the improvements to as good or better order and condition as existed on the commencement date of the Lease, damages due to ordinary wear and tear expected. If the Lessee fails or neglects to remove its personal property, then, at the Lessor's option, the Lessor may remove the Lessee's property and store it in a public warehouse at the expense of the Lessee. In either case, the Lessee will have no claim for damages against the Lessor, its officers or agents.

At the expiration, revocation, or termination of this Lease, the Lessor and Lessee shall prepare an Inventory and Condition Report of the Premises, similar to the report prepared by the Lessor pursuant to Section 8(C). This report will constitute the basis for settlement by the Lessee to the Lessor for farm fields and equipment, or improvements shown to be lost, damaged, or destroyed during the term of the Lease. The Lessee shall either replace or return any lost, damaged, or destroyed items to the condition required pursuant to this Section, ordinary wear and tear expected or, at the election of the Lessor, reimburse the Lessor for such items at the then current replacement value.

17. **Holding Over.** This Lease shall terminate upon the Termination Date and any holding over or failure to vacate the Premises by the Lessee after the Termination Date shall not constitute a renewal of this Lease or give the Lessee any rights hereunder or in or to the Premises. For each day the Lessee occupies the Premises, in whole or in part, following the Termination Date, the Lessee shall pay rent at a rate of 1.5 times the prorated daily rent in effect on the date of the Lease termination.

18. **Representation and Warranties of the Lessee.** The Lessee represents and warrants to the Lessor as follows:

The Lessee has the right, power, legal capacity, and authority to enter into and perform its obligations under this Lease, and to operate the Premises as contemplated by Lessee Farming Enterprise Proposal, Exhibit "B".

No approval or consent of any other persons or agency is required in connection with the execution and performance of this Lease.

The Lessee has taken all necessary action to authorize the execution, delivery and performance of this Lease.

This Lease constitutes the legal, valid and binding obligation of the Lessee.

19. **Representation and Warranties of the Lessor.** The Lessor represents and warrants to the Lessee as follows:

- The Lessor is a chartered municipality under the laws of the State of Ohio.
- The Lessor has taken all necessary action to authorize the execution, delivery, and performance of this Lease.
- This Lease constitutes the legal, valid, and binding obligation of the Lessor.
- The Lessor has made no representations or warranties, direct or implied, written or verbal, with respect to the Premises or any other property owned by the Lessor, except as specified in this Lease.

20. **Compliance with Federal Equal Opportunity Laws.** The Lessee shall comply with the requirements of:

- a. Title VII of the Civil Rights Act of 1964 (as amended), as well as Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967;
- b. Title V, Section 503 and 504 of the Rehabilitation Act of September 26, 1973, Public Law 93-112 (as amended), which prohibits discrimination on the basis of disability and requires Government contractors and subcontractors to take Affirmative Action to employ and advance in employment qualified handicapped individuals;
- c. 41 C.F.R. Chapter 60, which prescribes affirmative action requirements for government contractors and subcontractors;
- d. The Age Discrimination in Employment Act of December 15, 1967 (as

- e. amended);
The Americans with Disabilities Act, 42 U.S.C. Section 12111 et seq.; and
- f. All other applicable laws relating to nondiscrimination in employment and in providing facilities and services to the public.

The Lessee shall take no action in advertising for employees that will prevent those covered by these laws from qualifying for such employment.

21. **Notices.** Any notice, consent or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, email, sent by courier including delivery services such as Federal Express, sent by prepaid registered or certified mail with return receipt requested, addressed as set forth below (or to such other or further addresses as the parties may designate by notice given in accordance with this Section), and shall be deemed to have been given on the earliest of:

- a. Receipt;
- b. One business day after delivery to a courier for overnight expedited delivery service; or
- c. Five business days after the date deposited in the United States mail, registered or certified, with postage prepaid and return receipt requested (provide that such return receipt must indicate receipt at the address specified).

If to the Lessor:

City of Green
Attention:
P.O. Box 278
Green, Ohio 44232-0278

If to the Lessee:

6521 Mt. Pleasant Road
North Canton, Ohio 44270

22. **General Provisions.**

A. This Lease shall not, nor be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.

B. The Lessee, at the Lessee's expense, must comply with any statutory requirements for recording the Lease.

- C. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.
- D. In case any one or more of the provisions of this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such holding shall not affect any other provision of this Lease. This Lease, consequently, shall be construed as if such invalid, illegal or unenforceable provision(s) had not been contained herein.
- E. Article headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way limiting, prioritizing or amplifying the provisions of this Lease.
- F. The laws of the State of Ohio shall govern the validity, construction, and effect of this Lease.
- G. This instrument constitutes the entire agreement between the Lessor and Lessee and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect except by an instrument in writing signed by the Lessor and Lessee.
- H. The voluntary surrender of this Lease by the Lessee to the Lessor, or a mutual cancellation or the termination by the Lessor pursuant to any provision contained in this Lease, shall not work a merger. At the option of the Lessor, the voluntary surrender or mutual cancellation shall either terminate any or all existing subleases or sub-tenancies hereunder, or operate as an assignment to the Lessor of any or all of such subleases or sub-tenancies.
- I. The possession and consumption of alcoholic beverages on the Premises is authorized for private consumption for the terms of the Lease unless authorized by Lessor and applicable permits are obtained.
- J. If more than one Lessee is named in this Lease, each Lessee shall be jointly and severally liable for performance of the obligations of this Lease.
- K. Any and all remedies available to Lessor for the enforcement of the provisions of this Lease are cumulative and are not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease or remedies authorized by law, or both. Lessee shall be liable for any costs or expenses incurred by Lessor in enforcing any term of this Lease, or in pursuing legal action for the enforcement of Lessor's rights, including, but not limited to, court costs.

IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth on page 2 of the Lease.

WITNESS:

(Print Name)

(Print Name)

WITNESS:

(Print Name)

(Print Name)

By: Gerard Neugebauer
Its: Mayor

Approved As To Form:

By: _____
Its: Law Director

Tenants:

- Exhibit A Hartong Farmstead Lease Area
- Exhibit B Rachel Bellis Farming Proposal
- Exhibit C City of Green Sustainability Guidelines
- Exhibit D Secretary of Interior's Standards for Rehabilitation

Hartong Farmstead Lease Area

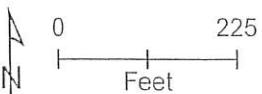
10' from edge of trail

25' from property line

driveway to gas storage tank

Mt Pleasant Rd

Note: Aerials flown 3/2017



Prepared by: The City of Green Planning Dept Aug 2019 CL



1. PROPOSER IDENTIFICATION

Rachel Bellis, primary applicant & farmer
8430 Sunnydale Dr.
Brecksville, OH 44141
440.832.0865
rachelbellis@gmail.com

Justin Turner (my husband)
8430 Sunnydale Dr.
Brecksville, OH 44141
330.208.3324
justino401@live.com

Personal References:

1. Gretchen Weiher
1565 Claretta Dr.
Cincinnati, OH 45231
404.683.1476
2. Jamie Nimitz
7900 Merrymaker Ln.
Cincinnati, OH
513.519.0865

Professional References:

1. Abby Lundrigan
Crop Production Manager, Turner Farm
7400 Given Rd.
Cincinnati, OH 45243
513.460.5680
2. Simon Dale
Owner & Operator, Chapel House Farm
Craswall, Hereford HR2 0PN, U.K.
+44 01981.510.590
E-mail: caepound@me

2. Describe in sufficient detail your farming enterprise. Include all elements such as the type of operation, the planned locations, and the proportion of your operation (acreage, funding and effort) dedicated to each element.

We propose to use the property for both both market gardening and grass-fed pastured livestock enterprises. We feel that diversity in farm income streams helps to support both ecological and financial sustainability. We have up to \$15,000 savings available for initial expenses in either enterprise.

Market Garden

The market garden plot would start off 0.5 acres in size, likely in the low area of the large field, across the drive from the well. I conducted soil tests and found the overall quality of the soil to be rather poor, sandy, and low in organic matter, but the low area was much better than other parts of the field.

The majority of the plot would be managed in an intensively cultivated, low-till, semi-permanent raised beds system. These techniques, popularized by market gardeners like Elliot Coleman, Jean Martin-Fortier and Curtis Stone, focus on high-profit, quick turnaround vegetables and herbs that are usually sold direct-to-consumer via CSAs and farmers markets. Primary examples include baby salad greens, scallions, and baby root vegetables, but I would reserve space for most other kinds of vegetables as well, such as tomatoes, peppers, and zucchini. No ownership of heavy equipment is necessary aside from a

two-wheeled BCS walk-behind tractor. I could rent something larger to help break up the initial sod. Weed control is provided through the use of mulches, hand cultivation, and occultation (silage tarps laid onto the ground to smother weeds). I would only use organically approved amendments. I would also follow organic regulations for pest control, emphasizing the use of biological methods such as beneficial insects, or physical methods such as row cover fabric or kaolin clay.

We plan to pump water from the agricultural well into a large storage tank next to it. This high point can gravity feed a drip irrigation system for the vegetable plot.

Soil health would be at the heart of the enterprise. I would conduct regular soil tests and work to improve the soil, eventually leading to higher outputs and profits from the same amount of land. The use of mulch, such as leaf mold or straw, will help to increase soil life and nutrient availability. Also of critical importance is keeping the ground covered with living green material all year long. Winter cover crops are essential in meeting this goal.

Harvest would be performed manually into buckets and totes. I would likely load harvested materials into my truck to take back near the house for washing. A safe and efficient wash and pack space is necessary in any successful vegetable enterprise. I plan to outfit the summer kitchen for this purpose so there is a space protected from the elements to process produce. Alternately, I could use the concrete pad outside with a temporary tent over it, a hose, and used restaurant sinks and rolling tables.

Another key component for any vegetable enterprise is a cooled storage area. I plan to construct a "cool bot" for pre-sales storage. This low cost method uses a retrofitted window air-conditioner unit and insulation to create a small walk-in cooler. It would probably be about 5 by 10 feet in area. Potential locations for this unit could be inside the summer kitchen or in the basement of the house.

I really want the local community to be made aware of the farm and to be invested in its success, so all of my sales channels will be located in Green or neighboring cities. In order to market my produce, I will use a combination of CSA, farmer's market and select restaurant sales, and potentially a periodic produce stand in the park. I plan to sell only a few "test" CSAs in the first year, shooting for an 18 week program. Without being able to break ground prior to April 2020, I feel that marketing a full CSA is too risky. By working with just a few customers, I will establish methods of operation and learn what the soil is capable of while minimizing risk. I am not counting on income from the farm in the first season. Anything produced and sold during this "test year" will be a bonus. I can actively use this time to establish relationships with restaurants and get our business name out there to potential customers.

In year two, I plan to roll out a full 22 week, 20 member CSA. I would ramp up social media and newsletter presence over the winter months to secure members. I believe that slow business growth is ideal for long-term fiscal sustainability in farming. The best customers are attracted by word of mouth. I expect the CSA to grow in subsequent years along with my own reputation in the community and confidence farming on this particular land.

The slow growth concept also applies to necessary capital investments on the farm. In the first year, I would make do with relatively lean equipment and facilities to avoid taking on debt. The only major

investment required in year one is an 8 foot deer fence surrounding the initial half acre plot. If my market garden footprint expands to one or two acres in subsequent years, I would plant only the most deer susceptible crops within the fence's parameters.

For such a small scale operation, I would not require an actual greenhouse, but would set up grow lights in the basement to start warm-season crops during the early spring. Long-term, an argument might be made for building a greenhouse on the property, but I do not feel it is necessary at the outset. Perhaps more importantly, I hope to eventually build an unheated 30 by 50 foot high tunnel to extend growing into the cooler months of the year. I would work on getting partial grant funding through NRCS EQIP (Environmental Quality Incentives Program) High Tunnel Initiative. I feel that constructing a high tunnel is achievable before the end of year three.

Pastured Meat

The incorporation of intensively rotated, grass-fed livestock is a critical tool for improving any of the cleared land on the farm. We plan to focus on cattle, but there is potential to incorporate poultry or sheep once the infrastructure has been set up. When well managed, pastured livestock help to increase organic matter in the soil, sequestering carbon by trampling and defecating on a new section of ground every day.

The grass-fed livestock operation will incorporate both the majority of the large field not occupied by vegetable production, and the 3.5 acres of existing pasture. We understand that the sheriff has rented the barn and pasture in recent years, but feel that these areas would be valuable resources for our business. The pasture currently appears to be degraded through compaction and overgrazing. We would hope to improve this area through careful rotational grazing. It is also a great place for us to start our livestock operation while we are still building a perimeter fence for the large field.

In the case that we do not have livestock right away, we would consider boarding the sheriff's horses for a fee. There is an inherent opportunity cost to our business in not having our own animals on the pasture, and we feel that should be accounted for. In the event that the sheriff and City desired a temporary arrangement of this sort, we would ask for control over the part of the pasture that the horses have access to.

Any pasture would be subdivided into different paddocks using electric wire and temporary fencing stakes. Electric wire would be charged using portable batteries and solar chargers where appropriate. We would create signage to "beware electric fence" where key trails intersect with livestock areas. Cattle will be moved every one to three days depending on paddock size and forage quality. After several years, we might consider rotating the vegetable plot into pasture and establish a new vegetable plot into former pastureland in the large field.

Hay and silage will be supplemented while the pasture quality improves and during the worst part of the winter months if we overwinter any animals.

Our goal is to purchase two one-year-old steers as soon as possible. These steers would reach market weight by the end of the year, and then we wouldn't have to carry them over the winter. Eventually, we would keep our own breeding cows, but we need to first build a solid perimeter fence for the main field. This fence will basically follow the borders of the main field as outlined in the lease's map, with at least a ten foot buffer zone from the tree line and the drive. This major investment in both time and money would not be possible until the 2nd year at earliest. We are currently interested in hereford, angus or scottish highland genetics. All of these breeds are cold hardy and can be very resilient and docile.

A 100% grass-fed steer usually reaches market weight around 2 years old. We would prefer to pre-sell half or quarter animals in bulk to streamline the livestock part of the business. We would go through the same marketing channels as when selling CSAs.

3. Describe in detail all proposed construction or rehabilitation projects desired for your farming enterprise.

As mentioned in Question 2, we are interested in building a 10 by 15 foot greenhouse and a 30 by 50 foot high tunnel. We may be able to get by using indoor grow lights or buying in vegetable starts from other farms instead of building our own greenhouse. The high tunnel is critical to extend the growing season, especially for high-value salad greens. Ideally, this structure would have tracks installed under it to alternate the ground that it sits over. Both of these potential structures would be located in the large field, nearby the regular vegetable plot. We also need to build a "coolbot" refrigeration unit approximately 5 by 10 feet in size, but this would likely be located within an existing structure, as mentioned above.

By the end of year seven, we hope to install a small solar array to cover the majority of the farm's energy needs. They likely would be located in the small field along the drive.

4. Develop a timeline and narrative describing what you might expect to accomplish in years one through five of your operation. Also what will you accomplish by year ten and any other critical milestone years based on your plans. Describe your assumptions and contingencies.

By the end of the first year of living there, we would establish an AirBnB to supplement our income. We think an AirBnB would be an excellent agritourism outlet because of the property's beautiful location and proximity to the Akron airport. We would have a small flock of chickens to provide eggs for personal use and perhaps for the AirBnB breakfast.

I will create a farm website. I will try to connect with a yoga instructor to run weekly classes in the barn during the summer.

We would be making a lot of investments in the farm in year one, gathering supplies and building relationships with customers. First priorities for the vegetable enterprise include building a deer fence, setting up our seeding space in the basement, setting up our wash/pack space, constructing a coolbot,

and setting up an irrigation system. I would intensively manage a small vegetable plot, investigating marketing channels for the future.

By the end of year one, we will also have begun to experiment with the beginnings of a cattle or sheep program, depending upon when our actual move-in date is and cash flow at the time. We plan to buy at least one (maybe more) breeding female during year two. Our first beef processing date and sales will depend upon when we buy stock steers and what age they are at purchase.

Year two will also bring changes to the vegetable enterprise as I sell 20 CSA shares and begin plans for the high tunnel. I intend to apply for financial assistance through NRCS's season extension grants, and I hope to have a tunnel up by the end of our third growing season at the latest. This is also our goal timeline for completion of perimeter fencing for the large field.

With most of our initial start up costs behind us, and our enterprises and standard operating procedures established, we will begin to focus more on community engagement and agritourism in year three. We will host small tour groups and at least one farm to table dinner.

By the end of year five, we would hope to a small fruit tree orchard planted in the agricultural field. While not a key commercial component of the farm, a few fruit trees have the potential to diversify our farmers market table, and diversity on the farm is attractive for agritourism purposes. Silviculture (pasture planted with intermittent trees) is also attractive as a way to provide shade and shelter to livestock. At this point, our beef enterprise would have continued to grow to 8-10 head. We will also have constructed our small 10 by 15 foot greenhouse.

By the end of year seven, we would like to have installed solar panels on the property. We could probably get away with a \$2000 - \$4000 system if we do a lot of the installation ourselves. This would decrease our month to month utility expenses and help decrease the farms dependency on fossil fuels. Along the same lines, we hope to have a properly installed wood-heating stove in the house by then.

By year ten, we will have fine-tuned and expanded our vegetable CSA and meat sales. We will have potentially expanded to grow vegetables on closer to one-two acres. Any land not used up by vegetables will be intentionally grazed by a small number of cattle. The exact number is hard to say until we see how the land performs. If we haven't purchased a tractor by this point we would at this time. It would be useful for terminating pasture to rotate with vegetables, and for moving hay, compost and mulch.

Assumptions & Contingencies

We are working under the assumption that a single person can manage a small CSA and that a roadside stand or farmers market will be a robust and full of potential customers. If these sales outlets prove to be ineffective for whatever reason, there are several other possible sales outlets. We could expand on restaurant sales of specialty varieties or create a relationship with a CSA aggregator like Fresh Fork Market for example. Each year we will evaluate our sales outlets for their profitability and shift our focus wherever we feel there is the most potential for growth. I have found farmers market sales to be

extremely variable in the past. I suspect we will gradually shift our focus away from markets and build our CSA.

If our small scale cattle enterprise does not become cost effective by year seven, we would investigate one of the following: expansion of the existing vegetable operation potentially with hired help, raising Thanksgiving turkeys, or getting into larger farm-to-table corporate events or weddings. (With this last option we are aware of the need to rent a mobile restroom trailer and build it into the customer's costs.)

Much of our plan is contingent upon the assumption that we can afford to grow slowly and not make all of our investments in the first year. For example, would not expect to make a profit on cattle for at least five years. This means Justin must continue to have off-farm work for the foreseeable future. If he lost his job for whatever reason, we keep an emergency fund that could hold us together for about a year when combined with the farm income. Alternately, such a situation might become a blessing if the farm businesses blossom from having a second set of hands available at all times instead of just the weekends.

5. Describe in detail how you are going to market and sell your products. Explain your retail and niche marketing strategies and venues including the specific practices you intend to implement. Include associated buildings, equipment and staffing needs for processing, storing, distributing and selling your product (as applicable) and how you will meet these needs.

The first thing we would do to market our farm and products would be to set up a website. It's important for the website to be user-friendly. It is an easy way for customers to learn about the farm and how to contact us before they ever set foot on the farm. We have a friend who sets up websites that could get us started, and Justin has some web development experience. We also have friends in graphic design who will help us with a logo. This logo would appear not just on the website, but on our farm vehicle, our farmers market sign and a sign as you enter the farm. Over time, we would develop an email list, newsletter and social media presence for the farm. I have personal experience in writing a farm newsletter for my job at Turner Farm in Cincinnati.

Once settled and growing a few things, we could host an open house to showcase the farm, who we are as farmers, and what our goals for the property are. This would be a good chance to get ideas from the community about what they would want from a local farm, and also to get an idea about what our customer base in Green looks like. Promotion could come from social media, flyers and maybe a little help from the city.

Along with a sign with our business name on it, we hope to create a sign at the entrance to the farm giving some information about what is being produced in the current season, and where to sign up and purchase the produce. This is an easy way to catch the eye of people visiting the park. It would be nice to work with the city to get a sign out by the road as well.

Some sort of market stand is critical, especially in the first two years while building our confidence in fulfilling CSA and restaurant expectations. If the Green Farmers Market does not continue or is not robust, I would love to set up a periodic mobile market table nearby in Southgate Park. This set-up could be near the parking area off Mount Pleasant Road or, alternately, on the other side closer to Boettler Park where I assume there is more traffic. Year one is all about testing what works. If a roadside stand approach isn't feasible for whatever reason, maybe we will look into a farmers market in North Canton. I have taken classes in produce marketing using a market stand before. Some basic principles include the following: "pile it high and watch it fly," vertically integrated displays, color contrasting displays, and use of samples and recipe cards.

We will attract CSA members using all of the above strategies, and grow it slowly over time. Happy CSA customers are the best form of marketing. Selling quarter steers will be very much like selling CSA's. We will advertise months ahead of time, and interested parties will fill out the custom butchering form and put down a deposit.

Lastly, we are inspired by other farmers we have met whose most profitable crops include microgreens and pea shoots for local restaurants. If Twisted Olive is interested, building a relationship in the first year could be very beneficial to both parties. Transportation costs for products would be almost zero. Plus, an association with an already successful restaurant business is a great marketing tool and outlet for finding new customers. I find that attracting and retaining restaurant partnerships starts with providing quality product samples. Following up with great communication and working around the chef's schedule requirements are also essential.

All of our products have some processing and storage requirements as outlined in Question 2. To wash and prepare produce for sale, we will outfit the concrete pad outside the summer kitchen with hoses, a sink and tables. To store produce we will need to build a refrigeration unit within one of the buildings. This walk-in cooler is also critical while we wait for people who have pre-ordered beef to come pick up their order once we have retrieved it from the butcher.

6. Describe any non-farming enterprises proposed for the property such as a personal business enterprise. Explain the relationship of the non-farming enterprise to the farming enterprises including its scale, time and labor required, impact on the farming operations, etc.

Supplemental income is critical in order to fund initial start-up investments such as a produce washing area, storage and cooling facilities, greenhouse, tools, equipment etc. My husband Justin will have an off-farm job, at least during the first five years, but I plan to work exclusively on-property. We will reassess Justin's job after that time period. If he is advancing in his career, he may choose to stay on that path.

One of our proposed strategies for supplemental income would be to set up an AirBnB listing for the spare bedroom. With a beautiful location, proximity to Akron Canton Airport, and farm-to-table spin, we believe that such an enterprise would be very successful and require minimal labor. Between

cleaning the space and communicating with guests, it would not require more than four hours of time per week maximum, so it would not get in the way of farming operations.

Another possibility for generating creative income is to offer on-farm events. One good example is team-building excursions for companies. I have worked at several farms in which these team-building events are a success on both sides. They usually involve a tour of the farm and a few hours of volunteer work. Simple things that need to get done like planting or picking garlic can be a novelty for a group who have desk jobs. I could even offer a farm-to-table lunch if the group was willing to pay the extra expense. Setting up these kinds of events involves a minimal level of monetary investment, such as several picnic tables and liability insurance, but they do not require a big time investment to set up. As an added bonus, on-farm experiences are a great marketing tool, educating potential customers about the local sustainable food movement and winning their loyalty.

In a similar vein, I have offered on-farm classes at my previous job, specifically in mushroom inoculation and cultivation. (While I understand that we cannot use the surrounding wood to harvest lumber for mushroom production, I have sourced it from local tree removal companies in the past without issue.) Once I have developed a good email list and strong support on social media, I could market this class or others related to farming. I would not schedule on-farm events, excursions or classes more than once every couple weeks in order to maintain the peace of the property and my focus on the actual business of production.

7. Describe in detail the farming knowledge, skills, and experience that you and any partners have. Include the type of farming, number of years, as well as demonstrated success such as certifications, awards and other recognition.

I have been working on organic or sustainable farms for the better part of six years. I started by volunteering full-time on two family farms in Missouri a couple months in 2013. Then, I moved on to complete two rigorous internship programs. One was in Moorpark, California at Apricot Lane Farms, now quasi-famous as the subject of the recent film "Biggest Little Farm." Apricot Lane is a large diverse biodynamic farm. There, I spent most of my time helping in the kitchen garden or the pastured poultry and sheep programs. I also assisted on orchard, composting and pasture improvement projects.

Next, I moved on to Cincinnati, Ohio where I interned at Turner Farm, a certified organic farm and nonprofit educational organization. Turner practices year-round vegetable production, cultivating eight acres using an intensive, market-garden-style of production, and about four acres in more of a traditional row-cropping pattern. The 50-60 different crops grown each season supply an on-farm market, 60-member CSA, two farmers markets, an onsite teaching kitchen, and wholesale and restaurant accounts. Crops grown are mainly annual vegetables but also some perennials, cut flowers, berries and mushrooms. Turner Farm also operates a pasture-based livestock business, an onsite events center, community garden program, and a variety of educational programs, including classes and workshops for adults as well as summer camps. I worked for the gardens department, but all of the departments had to communicate and work together to maintain the farm and accomplish the

organization's goals. I was asked to join the team full time at the conclusion of the 2014 growing season, and agreed to come back in 2016, but I will elaborate on my experience as a full time team member below.

I spent the 2015 growing season with Spice Acres, one of the Countryside Initiative farms within Cuyahoga Valley National Park. At Spice, I worked alongside the Farm Manager to produce 2.5 acres of vegetables and cut-flowers. We also cared for 200 laying hens, and several pastured pigs. Spice Acres was in its first year of production when I was on the team. I found it to be a valuable experience to see their struggles to establish protocols and systems of management that worked for their new business.

My experience at Spice gave me confidence leading a team of volunteers in field work. In addition, I gained a lot of farmers market sales experience, managing our weekly stand at Countryside Conservancy's market and progressively increasing sales over the course of the season. Spice Acres also has a sister restaurant, Spice Kitchen & Bar where I delivered the chef's requested products, including specialty items from our high tunnel such as figs and ginger. I also picked up some shifts front-of-house at the restaurant, gaining valuable insight into the needs of a farm-to-table restaurant, which I feel will serve me well in communicating and selling to chefs in the future.

When the position did not turn into a year-round opportunity, I went back to Turner Farm in 2016. I started off as a Crew Leader and was promoted to Assistant Crop Production Manager after my first season. In these roles, I helped to hire, train and supervise a team of five seasonal interns. I also developed and managed a small gourmet mushrooms enterprise at the farm, selling shiitakes and oyster mushrooms. I regularly worked with various kinds of tractors and heavy equipment: discing, tilling, cultivating, subsoiling, seeding and spreading. I was the Crop Production Manager's eyes in the field, regularly meeting to make key decisions pertaining to crop planning and prioritization of field work. Together we co-created and enacted a soil health monitoring and improvement plan, including multispecies cover crops, inoculation with beneficial microbes, low-till techniques, composting, and monitoring of Brix data.

In addition to my practical experience, I have expanded my farming knowledge by attending yearly technical conferences such as OEFFA or ACRES USA. I also completed the Annie's Project program in 2015, a farm business series geared specifically toward women, and I have attained Ohio State's Livestock Mortality Composting certification. (See attached documentation.)

My husband and business partner Justin is a Mechanical Engineer by degree with 5 years of applicable electrical experience. He also has experience building and maintaining equipment at home and professionally. His experience working in factories and maintaining efficiency will help when difficult situations arise. An example would be a tractor breaking down on a scheduled planting day. What spare parts do we need to have lying around in order to get past that situation? Do we need to have redundant machinery to get us through the day until the tractor is repaired? At his job, he found that it is always important to have a backup plan if plan A doesn't work out, and to run a flexible schedule. He loves to garden and hopes to be involved in any future farming enterprise that we embark on.

Together, we have gained more hands-on farming experience this year by volunteering on organic farms in Europe through WWOOF organizations (World Wide Opportunities on Organic Farms). Over the course of eight months and nine hosts, we have pruned over 500 Olive trees, made cheese, learned how to make hazelnut butter, herded sheep and cattle, learned some additional woodworking skills while building a camping 'pod', harvested grapes, and learned how wine is made. The main thing we learned over the past year is how to run a small farming business, and that we are ready to embark on this journey ourselves.

8. Describe and explain any directly relevant non-farm experience that would be helpful to your farming/business enterprise. Please describe, in detail, any non-farm experience such as food safety/preparation, mechanics, etc. Include the type, number of years, demonstrated success and certifications, awards and recognition, if any.

Rachel: I spent about three years working front-of-house for farm-to-table or fine dining restaurants. Through this experience, I am not only well-versed in food safety protocols, but also excellent customer service. Perhaps more critical, I have an understanding of chefs' needs. I find that farm-to-table sales relationships can quickly break down if the farmer and chef do not have great communication.

I also have direct knowledge and experience in environmental stewardship having obtained a B.S. in biology with honors from Baldwin Wallace University in 2013. (See attached.) During my time at B.W.U., I was repeatedly honored for my academic record and research into wildlife populations. I also tutored freshman level biology and chemistry courses and helped lead our student Biology League Club. All this is to say that I have a great foundation in ecology and respect for the natural world and all of its complex relationships. I feel that this knowledge has only helped me as I became a farmer. Understanding how plants and animals work, and how they interact with the other players in their environments, allows me to better help them to achieve their greatest growth potential, and to ultimately feed people.

Justin: When I was 15, I got my first job as a Wendy's employee. Food safety was very important there, as well as getting customers food quickly. In my most recent job as an application engineer, I worked on a few projects that involved wash down ready equipment for food packing facilities. This meant that everything had to be stainless steel and able to remain watertight when sprayed down with a high pressure water hose. Certain shapes had to be mitigated in order to avoid bacteria from growing. Additionally, my wife and I participated in a herd share for two years where we milked two cows every other week. We were always very careful about sanitizing all of our jars, buckets, and of course, the cow's udders!

Food safety aside, I have almost five years of electrical and mechanical system troubleshooting experience under my belt, much of this in high stress factory environments. I've found this experience to be invaluable when it comes to working with electrical systems in a house or on a farm. For example, when the temperature control system in the mushroom house at Turner Farm wasn't working in one room, I was able to come in on a Sunday and get it working again. Over the last year, I gained experience laying high voltage cable, pouring concrete, and laying a structural foundation. I observed and partook in

the installation of a door into a concrete structure. In my free time, I like to repair cars, which I think will be useful for repairing farm equipment.

9. Describe in detail any related business experience including the type, number of years, demonstrated success and certifications, awards and recognition, if any. Describe how this experience strengthens your farming proposal.

Rachel: I have been running farmers market stands for over five years. This experience has helped me on the customer relations side of farming. I have also worked alongside CSA members for three years at my previous job. At the beginning of the year, it was my job to inventory and buy all of the necessary soil amendments and topsoil for Turner Farm. Additionally, I managed the mushroom enterprise at Turner Farm like it was its own business to evaluate its profitability. This meant that I was keeping track of my labor, equipment and sales, and seeing if we were meeting the expected output efficiency per mushroom bag. After three years, we decided that oyster mushroom production was too labor intensive to be sufficiently profitable, but that shiitake mushrooms made lots of money and were worth continuing. I believe this experience is crucial to understanding what it feels like to run a small business. It is important to know when to cut losses on a losing enterprise and continue doing what is making money for the farm.

Justin: I have about five years of experience in customer relations. At my last job, I took countless calls regarding technical questions and issues regarding the products that we sold, including the occasional cold call about the business. It was critical to answer questions truthfully and promptly, or to get the correct person with the right knowledge on the phone with the customer. I often had to keep track of part replacement orders or repair requests from customers when they had gone to "second level", which meant the production plant in Austria.

Aside from giving a sales pitch myself, I've been deeply involved in the sales process. I provided technical product explanations in sales meetings, and also helped develop the scope of work for a number of projects. When planning a project with a customer, it was almost always necessary to provide a rough estimate for the number of engineering hours it would take to complete the project. There would need to be a good reason if the engineer came in above the mark. Tracking the number of hours that each engineer spent on a project, and what they spent their time working on, was necessary at times for billing the customer. I believe this will prove useful when keeping track of farm profits, expenses, and equipment.

10. Describe in detail your marketing experience (i.e., promotion, distribution and sales). Include the type of marketing, the number of years, as well as demonstrated success such as certifications, awards and other recognition. Describe how this experience strengthens your farming proposal. (The terms business and marketing are related but distinct. We understand marketing to include promotion, distribution and sales.)

Rachel: As described in Question 5, I have personal experience in writing a weekly farm newsletter and managing social media content for my job at Turner Farm in Cincinnati. We liked to showcase the farm employees' and CSA members' hard work growing sustainable, locally sourced, organic produce. Often, we would interview people working in different areas of the farm so that they could "sell" what they were doing. I am convinced that many people today are craving some kind of relationship with the environment and with where their food comes from. By providing interactive and informational content to the customers, they become more invested in the farm, the ultimate goal of marketing efforts.

Additionally, as described in the previous question, I have over five years of experience in distribution & sales. This comes from working with CSAs, at farmers markets, and at on-farm stores. Over the years, I have witnessed on-farm stores set up excellent signage that makes it easy for customers to buy produce and is pleasing to the eye. At the same time, I know how devastating it can be for sales if this is not done well. People like attending farmers markets and on-farm stores for the experience. The food is part of that, but there are a lot of other pieces that contribute to a positive customer experience and help ensure customers are coming back year after year.

Justin: I have experience in the sales area, travelling with Motor Systems sales personnel to secure new customers, and starting new projects with existing customers. I have helped put together brochures for new machines. Most of my experience has been in the sales and project scope area, though. If we found ourselves struggling in the marketing area, I would want to leverage the experience of some of our friends and family. My dad, for instance, has been in sales and marketing for over 20 years. I also have two local friends in medical sales and hope to get ideas from them.

During Rachel's and my trip abroad this year, we witnessed many different marketing strategies used by small scale farmers. Some farmers were marketing mainly to their local community, while others had goals of catching the eye of tourists. The "buy local" movement seems to be increasingly popular, as well as organic, grass fed and other recognized buzzwords. I've even seen items marketed as "ecologically regenerative", which I would hope this farming enterprise would be.

11. Provide a five-year start-up budget showing anticipated capital expenditures, annual farm operating expenses (including rental of the property), annual living expenses, annual income, and annual revenues. Demonstrate that the budget is realistic for both your farming enterprise and personal needs. Provide supporting data such as real experience or market research to justify the budget numbers presented.

We attached a budget to the back of the proposal. We pulled real numbers from Rachel's experience, friends that we have currently in the market, and tool costs from websites such as Tractor Supply Co. and Johnny's Seed Company.

12. Describe your financial resources for implementing your proposal. Include specific, individual funding plans for start-up capital, projected major capital investments planned over time (barn, hoop

house, etc.) and long-term operating plans to finance your operation over time. Describe your funding sources (farm and non-farm), amounts and availability of funds.

From what we have learned by spending time with many small businesses, it is better to grow slowly than to take out too many loans. We have \$30,000 in savings, some of which can be allocated towards starting up the farm. Justin has a degree in Mechanical Engineering and is currently looking for jobs in the Cleveland/Akron area. In the past, he has made \$75,000/year. We currently only have \$2000 on a car loan and are otherwise debt free, so his salary should be plenty for subsidizing farm start-up costs. Because the farming costs can be written off as business expenses, we will probably also have a good tax year.

13. Describe the physical resources (equipment, tools, etc.) readily available to implement your farming enterprise.

We already own a number of hand tools suitable for small scale vegetable production such as several shovels, hoes, rakes, wheelbarrows, soil knives and harvest knives. Food grade harvest buckets are easy to come by secondhand from local bakeries. I have family members in the area willing to let me use their walk-behind rototiller until I purchase my own. My uncle also has a livestock trailer that we could borrow in the first year if needed. I plan to buy a used farm truck from a family member when we are ready. I already own weather-resistant work gear, farm boots, gloves, etc.

14. Describe the human resources beyond yourself that are available to contribute to your proposed farming enterprise (hired staff or interns, family members, friends, volunteers, expert advisors, etc.). Include the amount of time anticipated, and the reliability of the commitment.

Our proposed farm would only rely on labor from the two of us. In my experience, it is dangerous for a business to rely on volunteers to function. Volunteers can be a wonderful addition, but the enterprise must remain small enough to function without them. At some point after the farm is well established, we hope to sign up to host volunteers through Worldwide Opportunities on Organic Farms (WWOOF). We took part in this program ourselves, volunteering on farms in exchange for food, housing and exchange of knowledge, and found it to be a highly valuable experience for both parties. Alternately, we are interested in a small number of work-share CSAs in which members are offered a discounted CSA in exchange for committed work hours through the season.

Additionally, we have some support from family and friends in the area. Justin's father is a salesman and Rachel's is the vice president of a construction firm. Both live in Brecksville. They would be available for advice and occasional weekend volunteer help. My brother in law's parents said they wanted to come live with us for two months to help get us started and to get the experience of living on a farm. Because these aren't permanent positions, we cannot rely on them being significant contributions to the farm and any help they do give is an added bonus.

15. Describe in specific detail your intended farm production practices. Explain where you fit on the spectrum of sustainable production practices outlined in Appendix B. Describe other planned sustainability practices (residential and farm) you intend to implement such as energy conservation, waste reduction, recycling, composting, etc.

As mentioned in Question 2, I subscribe to many sustainable agriculture practices such as strategic cover crop use, intercropping with cover crops, crop rotation, non-chemical weed and insect control, minimized soil disturbance, and rotational mob grazing for carbon sequestration. I studied biology and became a farmer out of a passionate interest in preserving our environment. Every decision I make while farming takes into account how my actions will affect the system, the soil and the surrounding environment. I firmly believe that if you take care of your soil biology by avoiding synthetic chemicals, using minimal tilling, and incorporating a diversity of plant and animal life, your soil biology will take care of you. By supporting a robust community of fungi and bacteria in the soil, plants and animals have access to better nutrition and healthier outcomes. We should be building soil, not eroding it.

Other aspects of sustainability that we hope to practice include waste reduction, recycling, composting, energy conservation, and eventual installation of solar panels. We are already in the habit of practicing the most of these. After spending time in Europe this year, where public recycling and composting programs are often much stronger than in the U.S., we are even more committed to these practices. I plan to have a small personal flock of chickens, because they turn household kitchen waste (and farm vegetable waste) into something useful. They not only produce eggs, but also manure that is a fundamental fertility resource. I also avoid non-reusable plastic packaging where I can, as food packaging in particular has become one of the leading waste products filling up today's landfills.

Coming from an engineering background, Justin has a particular interest in solar energy. Any of our livestock portable electric fencing will eventually be powered by small solar chargers. He is also interested in installing a small solar array to cover the majority of the energy needs for the farmhouse and other buildings. This is a goal we hope to achieve within 7 years at the property.

16. Describe how your farm will encourage interaction with park visitors and residents from surrounding communities (educational programming, tours, farm stand, etc.). Include the types of interaction, type and number of people targeted and frequency of events.

As mentioned above, we would start workshopping small events like "Yoga in the Barn" or a "Meet your Farmers" event during our inaugural season, but mainly focus on establishing production initially. After a couple years running the farm, I think it would be easy to set up semi-regular farm tours, classes, etc. We did not include this in our budget, but it would be an interesting item to discuss with the city and local residents. For instance, we could do one farm tour per season, or we could have a season where a series of farm tours happen. Farm tours can be very educational, as they display what kinds of vegetables and plants are growing at different times of the year, as well as why sustainable and low

Impact farming is better for the environment. Farm tours would be targeted at a group of 15-20 people. This way, we have the time and ability to address individual questions.

Once or twice per year, we would host a potluck dinner for the farm's CSA members. It's a nice way to encourage the "community" in "community supported agriculture," and allows people to share recipes, especially using vegetables that aren't as common in the supermarket. Once the farm has been established, we would like to offer some of our CSA members to partially pay with work-share hours. This allows for a deeper on-farm experience for those interests, as well as increases the overall output of the property.

We also want to develop relationships with chefs to sell farm-to-table dinner events at the farm at least once per season.

Another interaction with the local community is through sales and education at our farm stand (whether this is in the park, at a farmer's market or both). Obviously, passive interaction with the community will occur as people walk through the park too. We expect and welcome interested visitors to stop by and chat when they see us in the fields!

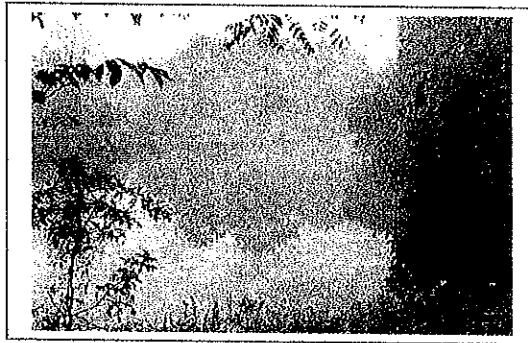
What would the ideal farm operation look like?

The Hartong farmstead is suitable for culturally intensive fruit and vegetable production, small intensive grazing operations, or small integrated crop-livestock enterprises. Marketing methods may take such forms as: pick your own, community supported agriculture, roadside stands, local farmers' markets, and direct sales to individuals and restaurants.

Farmer(s) will be expected to possess substantial knowledge of ecologically sustainable production practices and must demonstrate their knowledge and their intent of sustainable management in their proposal submission. Subsequently, the lessee(s) will have to provide significant detail on their production practices in annual operating plan submissions and ensure ecologically sustainable practices are implemented throughout the term of the lease.

There are a wide range of practices which are acceptable for most enterprise types, and the lessee will be free to choose whichever practices they prefer, so long as they adhere to the general principles of sustainability. Some examples of sustainable practices are: strategic cover cropping, permaculture, pastured-based systems, rotational grazing, restorative agriculture, non-chemical weed and insect control and Organic Certification.

Conservationist Aldo Leopold observed in 1939 that "every farmer's land is a portrait of himself" – a poetic way to describe an understanding common among farmers and homeowners alike. The way the Hartong Farmstead looks is a reflection on the chosen farmer. The farmer should expect that community members will be visiting Southgate Park to view the Hartong farmstead. And so, the farmer will need to pay very careful attention to the aesthetics and appearance of the farm. The Hartong Farmstead should be expressive of the natural beauty in this public park – tended, valued, cared for.



"We fully support the city's efforts to restore not only the buildings but the original use of the farmstead in a way that promotes and shares this precious resource with the community and surrounding region. Though the architecture of the house and outbuildings speak impressively of its history, the context of the adjacent fields communicates even more directly the significance of that history to the development of the community. The farm buildings need the setting of the farm."

Amanda S. Terrell, Director, Ohio Historic Preservation Office

Key Considerations:

1. The proposer has a strong farm business proposal that is based on food production or value added agricultural production that is well-suited to the Hartong property and field.
2. The proposer has a strong business management plan clearly articulated in the proposal with demonstrated experience to match.
3. The proposer will conduct all their farming and commercial activities on the farm in a sustainable manner, taking into account the beautiful and fragile surrounding landscape of Southgate Park, protecting and managing these natural, cultural and historic resources.
4. In addition to environmental sustainability, the proposer will show a clear intent to be socially responsible, including adhering to all laws and licensing requirements.
5. The proposer will also show a well-thought-out plan for how their farm enterprise will invite and engage the public, beyond just commercial activity.



Secretary of Interior's Standards for Rehabilitation

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.