

**#13474 LEASE AGREEMENT BETWEEN  
ALACHUA COUNTY AND ALACHUA COUNTY FARMERS MARKET, INC.  
FOR LEASE OF REAL PROPERTY**

**THIS LEASE AGREEMENT** made and entered into by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," and the Alachua County Farmers Market, Inc., a not-for-profit Corporation doing business at 5920 NW 13<sup>th</sup> Street, Gainesville, Florida 32653, hereinafter referred to as the "Lessee". Collectively, the County and Lessee shall be referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, the County owns fee simple title to the Premises described in paragraph 2 of this Lease; and

**WHEREAS**, Lessee is an active Florida not-for-profit corporation created and existing pursuant to Chapter 617, Florida Statutes, for the purposes of promoting community interests and welfare; and

**WHEREAS**, the Parties have maintained a long-term lease through which the Lessee has leases the premises from the County; and

**WHEREAS** the current Lease has no additional renewal options and the Lessee has applied to the County for a lease of the Premises to operate a Farmers Market thereon, for the purpose of bringing Alachua County farmers and Alachua County citizens together, in order for the citizens of Alachua County to have direct access to Florida-grown farm-fresh products; and

**WHEREAS**, the Board of County Commissioners has determined, and has duly adopted a Resolution stating, that the Premises are not needed for County purposes and that Lessee requires the Premises for the operation of the Farmers Market.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which be deemed an integral part of this Lease and incorporated hereto by reference, and the covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definition of terms:

- A The term "Lease" includes any renewals, extensions, or modifications of this Lease.
- B The terms "County" and "Lessee" include the respective successors and assigns of the Parties to this Lease.

C The term "Hazardous Substance" means those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state, or local "Superfund" or "Superlien" law, statute, ordinance, code, rule, regulation, order, or decree regulating, with respect to, or imposing liability (including strict liability) or standards of conduct concerning any Hazardous Substance (collectively Environmental Laws).

2. **The Premises.** The County agrees to lease to the Lessee the real property described in Exhibit A to this Lease, together with all improvements on the property which contains an office facility, covered sale display area, adjacent paved parking and storage area more specifically described in **Attachment A** attached hereto.

3. **Term.** The Term of this Lease is effective October 1, 2022, upon execution by both Parties, and continue through September 30, 2024, unless earlier terminated as provided herein, and shall include any renewals.

4. **Renewal.** Lessee shall have an option to renew the Lease for two (2) additional two (2) year Terms. The Lessee shall provide written notice to the County of its intent to exercise this option at least 90 (ninety) days before the end of the then current Term of the Lease.

5. **Rent.**

A The Lessee agrees to pay the County, in advance, an annual Rent payment of \$10.00, which shall be due and payable on October 1<sup>st</sup> of each Lease year. The Rent payment shall be sent to:

Alachua County Facilities Management  
915 SE 5<sup>th</sup> Street  
Gainesville, Florida 32601

6. **Alterations and Improvements.** Lessee will not make alterations in and to the Premises during the Term without the prior written consent of County, which consent shall not be unreasonably withheld or delayed. Detailed documentation shall be submitted to County with the alteration request.

7. **Use of Premises.**

A The Premises are to be used solely and exclusively for the purpose of providing a permanent facility to bring Alachua County farmers and Alachua County citizens together in order for Alachua County citizens to have direct access to Florida-grown farm-fresh product, plants, and other agricultural products. For the purpose of this paragraph, other agricultural products are defined as:

- 1 any fresh or processed apiculture (bees or the production of honey);
- 2 aquaculture (marine life, plants, alligator);

- 3 aviculture (birds, including but not limited to poultry, ostrich, and emu), dairy, horticultural, fish or seafood, livestock, forestry;
- 4 viticulture (grapes and value-added products derived therefrom); or
- 5 agriculture or other farm or garden product.

- B The Lessee may also allow craft vendors that use agricultural products in their crafts to sell such items on the Premises.
- C The Lessee may also operate a food concession to sell food and nonalcoholic beverages to customers provided lessee complies with all rules and regulations that apply to the sale of these items.
- D At any time that the Farmers Market is open for business, the Lessee shall allow citizens of Alachua County who seek to solicit signatures for petitions, ballot initiatives, and such similar activities to utilize areas identified as A, B, C on **Attachment B**, if those areas are not previously occupied. If those areas are occupied, those citizens who seek to solicit signatures shall be allowed to utilize those areas marked as 1 and 2 on **Attachment B**. The Lessee shall allow such activity if said activities do not unreasonably interfere with operation of the farmers market and that the established rules of the Farmers Market are followed
- E In addition, the Lessee may use the Premises for special events that attract new customers to the Farmers Market, including but not limited to dinners, meetings, workshops and conferences.

8. **Hazardous Substances**

- A If Lessee receives any notice of or in any way acquires actual knowledge of: (1) the happening of any material event involving the spill, release, leak, seepage, discharge, or cleanup of any Hazardous Substance on the Premises or in connection with Lessee's operations on the Premises; or, (2) any complaint, order, citation, or material notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting Lessee with regard to the Premises (Environmental Complaint) from any person or entity (including without limitation the EPA), then Lessee will immediately notify Lessor of the notice in writing.
- B If at any time Lessee has any Hazardous Substance on the Premises, it will handle and dispose of any Hazardous Substance in accordance with all Environmental Laws.
- C Upon termination, Lessee will remove all Hazardous Substances brought onto the Premises by or on behalf of Lessee and dispose of same in compliance with applicable environmental laws.

9. **Surrender of Premises**. Upon termination of the Term, by lapse of time or otherwise, the Lessee shall surrender the premises in as good a condition as the same was received at the commencement of the Term, reasonable use, wear, tear, and damage, only, expected.

**10. Services and Repairs Lessee.**

- A Lessee, at its own expense, will maintain appropriate lighting fixtures and will be responsible for replacement of all bulbs, lamps, and tubes used during the Term except those broken as a result of the County's activities within the facility. If the lighting does not meet State Codes, County will be responsible for any necessary remedial actions.
- B Lessee, at its own expense, will be responsible for, and will maintain, janitorial services and all necessary janitorial supplies for the Premises at all times during the Term. County may provide Lessee the option of paying County to provide these services.
- C Except as set forth to the contrary in this paragraph 10.C. and in paragraph 11, below, Lessee will maintain the Premises in conformance with all applicable health and safety laws, ordinances, and codes which are presently in effect and those subsequently enacted during the Term. However, County shall be responsible for such compliance of the structural aspects of the Premises at County's sole cost and expense provided that this shall not create a duty on behalf of the County to the Lessee nor in any way limit the provisions of paragraph 16, below. The Parties agree that this paragraph 10.C. shall be interpreted solely and exclusively as allocating the financial burden of the cost of maintenance and repair as between the Parties, and shall not be interpreted as creating any duty on behalf of the County whatsoever that would result in any liability for bodily injury, death, damage to property or loss of property. Lessee will keep the Premises in as good a state of repair as existed at the commencement of this Lease, reasonable wear and tear is expected. Lessee shall reimburse County for any damage to Premises beyond reasonable wear and tear.
- D Lessee will provide pest control services for the Premises during the Term. County may provide Lessee the option of paying County to provide these services.

**11. Services and Repairs County.**

- A County, at its own expense, will be responsible for heating and air conditioning equipment and related services (HVAC) on the Premises, if any, and will maintain the HVAC in good and satisfactory operating condition at all times during the Term.
- B County, at its own expense, shall maintain in good condition the exterior, grounds, roof, plumbing and electrical systems, and fire sprinkler system, and fire protection equipment, if any, except for damage resulting from the Lessee's activities on or in the Premises; provided that this shall not create a duty on behalf of the County to the Lessee nor in any way limit the provisions of paragraph 16, below. The Parties agree that this paragraph 11, and all subparts thereto, shall be interpreted solely and exclusively as



allocating the financial burden of the cost of maintenance and repair as between the Parties, and shall not be interpreted as creating any duty on behalf of the County whatsoever that would result in any liability for bodily injury, death, damage to property or loss of property.

C County will not unreasonably interfere with Lessee's use of the in performing such repairs and obligation.

12. **Utilities and Services.** Lessee shall be solely responsible for and will promptly pay all charges which may become payable during the Term for electricity, gas, water, or telephone service, or any other utility service used or consumed by Lessee on the Premises, if any. Lessee will have control of thermostat settings within the building.
13. **Inspection.** The County or its representative, successors, or assigns shall have access to the Premises at all reasonable times for the purpose of inspecting the Premises or taking such action as may be necessary to protect the Premises from loss or damage; provided, however, that the County's right of entry and inspection shall be subject to security requirements of the Lessee and further provided that such inspections or actions shall not create any duty on behalf of the County to the Lessee. The County agrees to provide reasonable and adequate advance notice to the Lessee of any inspection and the Lessee shall have the right to have a staff member present during any inspection.
14. **Title Status.** The County represents that it owns the Premises in fee-simple, subject only to encumbrances, assessments, and restrictions which will not interfere with the intended use of the Premises, and that it has the full right, power, and authority to enter into this Lease for the Term herein granted.
15. **Insurance.** The Lessee will procure and maintain insurance throughout the entire Term of this Lease of the types and in the minimum amounts detailed in **Attachment C**, and will furnish evidence of the insurance to County prior to taking possession of the Premises. Lessee insurer shall issue an endorsement waiving subrogation against the County.
16. **Waiver, Release, Indemnification, and Assumption of all Risk and Liability.**

A **THE COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PREMISES FOR THE LESSEE'S INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PREMISES, AND LESSEE AGREES THAT IT HAS NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY. Lessee hereby acknowledges, agrees, represents and warrants that it accepts the Premises in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition, with knowledge of the dangers involved, and with full legal authority, hereby agrees to accept and assume ALL RISKS associated with entering and using**

**the Premises, including but not limited to bodily injury, death, property loss or property damage.**

B The Lessee agrees to protect, defend, indemnify, and hold harmless the County and its commissioners, officers, directors, employees, representatives, attorneys, agents and assigns (hereinafter collectively the "County") from and against any and all losses, penalties, damages, settlements, costs, charges, attorneys' fees, expert witness fees and expenses up to and including appeals, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Lease or the Lessee's use of the Premises or any improvements thereon, whether or not caused by the negligent acts or omissions of the County. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to bodily injury, death, damage to property (including destruction), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Lessee further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeals) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (*i.e.*, the claims, etc.) are groundless, false, or fraudulent. Lessee agrees that indemnification of the County shall extend to any and all of its guests, invitees, vendors, employees agents, servants or assigns. Lessee further covenants and agrees that its successors and assigns will not make any claim or institute any suit or action at law or in equity against the County by reason of conditions of the Premises, the activities occurring thereon, including but not limited to the negligent acts or omissions of the County. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Lessee's insurance coverage. This indemnification provision shall survive the termination of this Lease.

C Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

17. **Assignments.** This Lease is inferior to any mortgage now or on which may be placed on the land or building by the County.

18. **Sublease.** Lessee may not sublease the Premises.

19. **Modification and Waiver.** No amendment or modification of this Lease shall be valid unless and until the same is reduced in writing and executed by both Parties. No failure of a party to exercise any power given by this instrument, or to insist upon strict compliance of any obligation hereunder, and no custom or practice of the Parties at variance with the terms

hereof shall constitute a waiver of the future right to demand exact compliance with the terms of this Lease.

20. **Signs.** All signage must be approved by County prior to installation and be consistent with the signage of the rest of the building. Signs must be removed by Lessee at the end of the Term. Damage caused by erection or removal shall be paid by Lessee. Lessee shall pay for signage.
21. **County's Covenant of Quiet Enjoyment and Suspension During Declared Emergency.** Except during any declared state of emergency by the U.S. Federal Government, the State of Florida or the County, so long as the Lessee is not in default under the conditions and during the Term of this Lease and any extension of said Term, the Lessee's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by anyone claiming by, through, or under the County. During a declared state of emergency issued by the U.S. Federal Government, the State of Florida, or the County, Lessee's rights under this lease, including but not limited to the Lessee's right to quiet enjoyment, Lessee's right to occupy the Premises, and Lessee's right to use the Premises, may partially or entirely suspended by the County immediately upon the County emailing notice to the Lessee at the emails address listed in Section 27 of the Lease. In the event the county partially or entirely suspends Lessee's rights under the Lease, the County shall endeavor to coordinate with Lessee to reach a mutually agreed upon plan that would allow Lessee to continue using some or all of the Premises in a manner that does not interfere with the County's use of the Premises during the declared state of emergency. **LESSEE ACKNOWLEDGES AND AGREES THAT ANY SUSPENSION OF LESSEE'S RIGHTS UNDER THIS LEASE DURING A DECLARED STATE OF EMERGENCY SHALL NOT CONSTITUTE A BREACH OR DEFAULT OF THIS LEASE BY THE COUNTY, AND LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT LESSEE SHALL NOT BE ENTITLED TO ANY SETOFF, RENT ABATEMENT, INDEMNIFICATION, COMPENSATION OR ANY DAMAGES WHATSOEVER, WHETHER IN LAW OR EQUITY.**
22. **Police Security.** County has no duty to provide police or security guards. The decision to provide police or security guard shall not give rise to an increased duty of care.
23. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County health unit.
24. **Proration.** Rent Payments and other amounts owed by the Lessee shall be prorated between the County and the Lessee as the commencement and end of the Term, unless otherwise herein agreed to the contrary.
25. **Successor or Assigns.** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.

26. **Casualty.**

- A In the event that the Premises shall be damaged by fire, explosion, windstorm, or any other casualty, the County may, in its sole discretion, elect to either terminate this Lease or initiate any needed repairs within a reasonable period of time and put the Premises in good condition as within a reasonable period of time; however, the Lessee shall be entitled to an abatement of Rent during the period of time in which the Premises are not suitable for occupancy and not used by the Lessee. In the event of casualty, Lessee may terminate this Lease for convenience.
- B In the event of damages the County is responsible for repairs of County property or infrastructure, while the Lessee is responsible for repairs to Lessees property.

27. **Notices.** Except as otherwise provided in this Lease any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Lessee's and County representatives are:

County: Alachua County Facilities Management  
915 SE 5th Street  
Gainesville, Florida 32601  
[pthomas@alachuacounty.us](mailto:pthomas@alachuacounty.us)

Lessee: Alachua County Farmer's Market, Inc.  
John Beville, Chairman  
5920 NW 13th Street Gainesville, FL 32653  
[j.beville@yahoo.com](mailto:j.beville@yahoo.com)

A copy of any notice hereunder shall be sent to:

Jesse. K. Irby II, Clerk,  
Attention Finance and Accounting,  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32602

And to:

Procurement Division  
Attn: Contracts  
12 SE 1<sup>st</sup> Street  
Gainesville, Fl 32601  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)

Either Party may change its designated representative by providing the other Party written notice that states the name, title, mailing address, and email address of the new representative.

28. **Default and Termination.** Lessee shall maintain its status as an active Florida not-for-profit corporation in good standing, without interruption, during the Term of this Lease, and shall be in default of this Lease if Lessee fails to do so. Lessee shall also be in default of this Lease if Lessee ceases to use the Premises for the purposes set forth in paragraph 7, above, or uses the Premises for any other purpose not expressly identified in paragraph 7, above. If either party fails to fulfill its obligations under this Lease or if either party breaches any of the conditions or covenants of this Lease, the other party may terminate this Lease. However, prior to such termination, written notice shall be given to the party in default stating the failure or breach and providing a reasonable time period for correction of same. In the event the defect or default is not corrected within the allotted reasonable time, this Lease may be terminated upon thirty (30) days prior written notice. In the event of termination by reason of default by the County, Lessee's sole and exclusive remedy shall be reimbursement of its annual Rent payment to the County for the year in which the default occurred. Lessee shall have no other remedies, whether in law or in equity, against the County. Either party may terminate this Lease without cause at any time upon giving ninety (90) days written notice to the other party ("Termination for Convenience"). In the event of Termination for Convenience by the County, the Lessee's sole and exclusive recovery against the County shall be limited to the pro rata share of Lessee's annual Rent payment for the current Lease year and Lessee hereby waives and release, and shall not be entitled to, any other or further recovery against the County, including but not limited to, damages, consequential damage, special damages, anticipated fees or profits.
29. **Attorney's Fees.** In the event the County determines, in its sole discretion, that it is necessary for the County to employ an attorney to enforce any condition or covenant of this Lease, including but not limited to gaining possession of the Premises, Lessee agrees to pay all expenses so incurred, including reasonable court costs and attorney's fees.
30. **Parking Area.** On-site parking is provided AS-IS, with all faults and limitations.
31. **Severability Clause.** If any clause or any of the terms or conditions of this Lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.
32. **Third Party Beneficiaries.** This Lease does not create any relationship with, or any rights in favor of, any third party.
33. **Captions and Paragraph Headings.** Captions and paragraph headings used herein are for convenience only and shall not be used in construing this Lease.
34. **Construction.** This Lease shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Lease.

35. **Laws & Regulations.** The Lessee will comply with all laws, ordinances, regulations, and building code requirements applicable to Lessee's use of the Premises. The Lessee represents and warrants that it is familiar with all federal, state and local laws, ordinances, code rules and regulations that may in any way affect Lessee's use of the Premises. If the Lessee is not familiar with state and local laws, ordinances, code rules and regulations, the Lessee remains liable for compliance therewith. In addition, Lessee shall comply with its By-Laws attached hereto and incorporated by reference as **Attachment D**.
36. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
37. **Governing Law.** This Lease shall be governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any actions arising under this Lease shall be in Alachua County, Florida.
38. **Entire Agreement.** This Lease constitutes the entire agreement and supersedes all prior written or oral leases, licenses, agreements, understandings, or representations between the Parties. Any representations, inducements, promises, agreements or otherwise between the Parties not embodied in this instrument shall be of no force or effect.

**IN WITNESS WHEREOF**, the Parties have caused this Lease to be executed for the uses and purposes therein expressed on the day and year first above written.

**ALACHUA COUNTY**

By: Marihelen Wheeler  
Marihelen Wheeler, Chair  
Board of County Commissioners

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

**APPROVED AS TO FORM**

DocuSigned by:  
David Forziano  
70E5E81DBE1E4D3...  
Alachua County Attorney's Office

**ALACHUA COUNTY FARMERS MARKET, INC. (LESSEE)**

ATTEST (By Corporate Officer)  
By: Will Wood  
Print: Will Wood  
Title: Secretary

DocuSigned by:  
John Beville  
D6412588B29F4FF...  
Print: John Beville  
Title: Chairman, Board of Directors

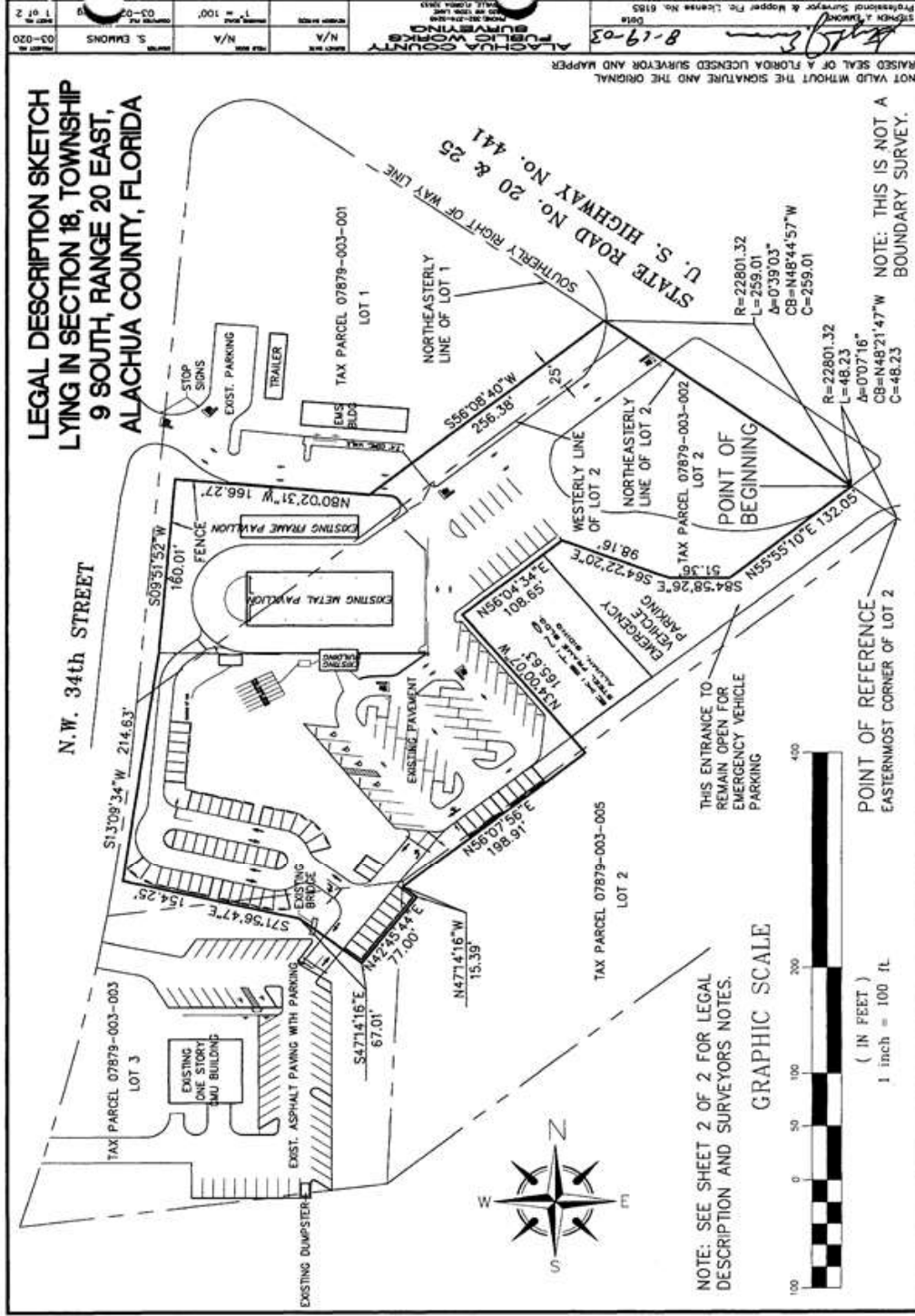
(Affix Corporate Seal)

9/26/2022

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

**MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION**

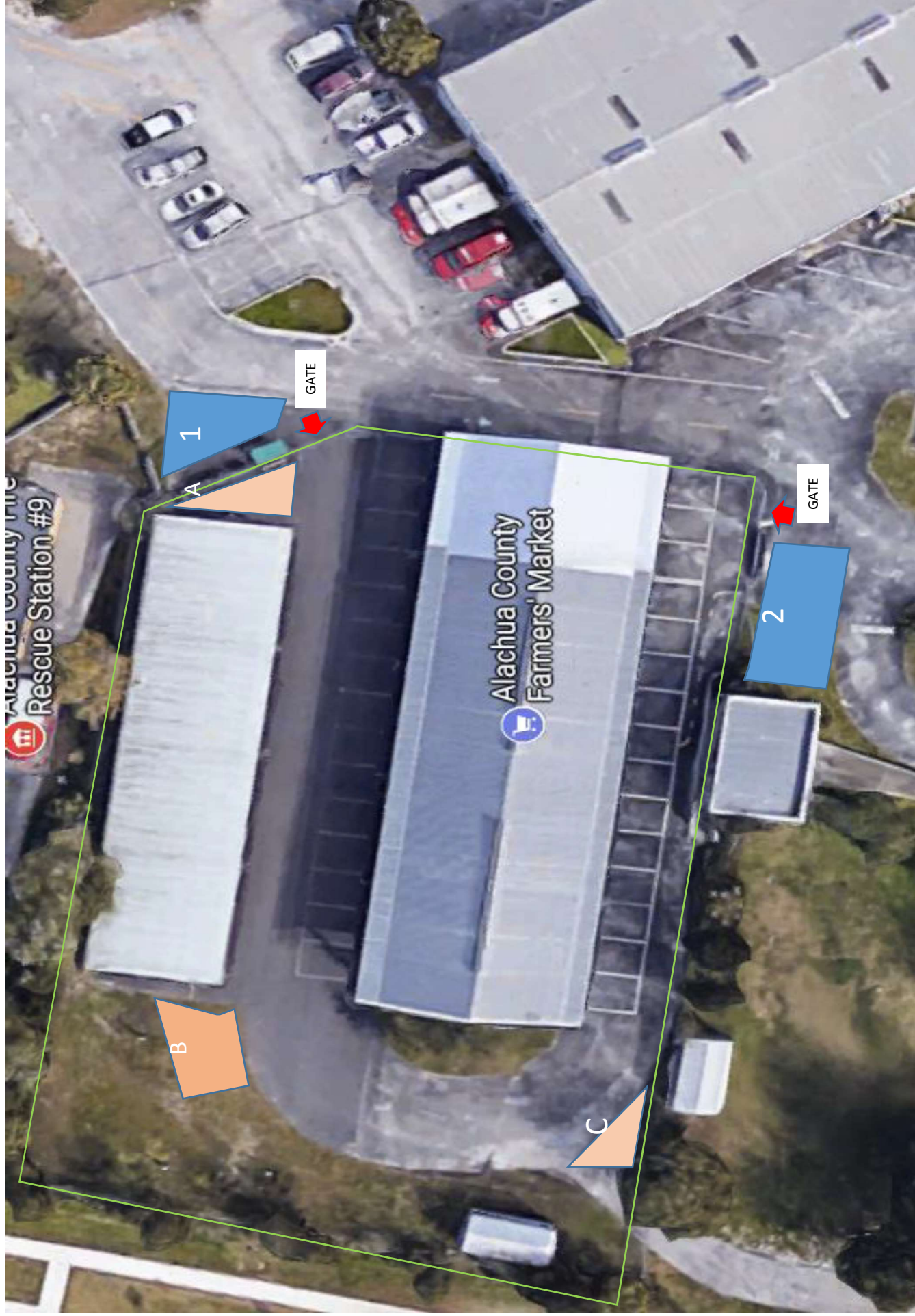
**Attachment A: Property Description**





		Scale: 1" = 100' Date: 03-02-20	S. EMMONS 03-02-20	2 of 2 03-02-20
<p><b>LEGAL DESCRIPTION SKETCH LYING IN SECTION 18, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA</b></p>				
<p><b>LEGAL DESCRIPTION (AS PREPARED BY THIS SURVEYOR):</b></p> <p>AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCE AT THE EASTERMOST CORNER OF LOT 2 OF A MINOR SUBDIVISION RECORDED IN MINOR SUBDIVISION BOOK 1, PAGE 45 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA FOR A POINT OF REFERENCE AND RUN NORTHWESTERLY, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF J. S. HIGHWAY #441 AND ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 22,801.32 FEET, THROUGH A CENTRAL ANGLE OF 00°07'16", AN ARC LENGTH OF 48.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N48°21'47"W, 48.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE ANC ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°39'03", AN ARC LENGTH OF 259.01 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N48°44'57"W, 259.01 FEET TO A POINT THAT LIES 25.00 FEET WESTERLY (MEASURED PERPENDICULAR) OF THE WESTERLY LINE OF SAID LOT 2; THENCE RUN S56°08'40"W, PARALLEL TO SAID WESTERLY LINE, A DISTANCE OF 256.38 FEET TO A FENCE; THENCE RUN N80°02'31"W, ALONG SAID FENCE, A DISTANCE OF 166.27 FEET TO A FENCE CORNER; THENCE RUN S09°51'52"W, A DISTANCE OF 160.01 FEET TO A FENCE CORNER; THENCE RUN S13°09'34"W, A DISTANCE OF 214.63 FEET; THENCE RUN S71°56'47"E, A DISTANCE OF 154.25 FEET; THENCE RUN S47°14'16"E, A DISTANCE OF 67.01 FEET; THENCE RUN N42°45'44"E, A DISTANCE OF 77.00 FEET; THENCE RUN N47°14'16"W, A DISTANCE OF 15.39 FEET; THENCE RUN N56°07'56"E, A DISTANCE OF 198.91 FEET; THENCE RUN N34°00'07"W, A DISTANCE OF 165.63 FEET; THENCE RUN N56°04'34"E, A DISTANCE OF 108.65 FEET; THENCE RUN S64°22'20"E, A DISTANCE OF 98.16 FEET; THENCE RUN S84°58'26"E, A DISTANCE OF 51.36 FEET; THENCE RUN N55°55'10"E, A DISTANCE OF 132.05 FEET TO THE POINT OF BEGINNING.</p>				
<p><b>SURVEYOR'S NOTES:</b></p> <p>1. THE BEARINGS SHOWN HEREON ARE BASED ON THE MINOR SUBDIVISION RECORDED IN MINOR SUBDIVISION BOOK 1, PAGE 45 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.</p> <p>2. THIS SKETCH IS FOR PICTORIAL PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY.</p>				
<p>NOTE: THIS IS NOT A BOUNDARY SURVEY.</p>				

### Attachment B: Market Layout



## Attachment C

### TYPE "D" INSURANCE REQUIREMENTS "Licensee and Tenants"

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

#### I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$200,000 General Aggregate, \$100,000 Products / Completed Operations Aggregate, \$100,000 Personal and Advertising Injury Liability, \$100,000 each Occurrence, \$100,000 Fire Damage Liability and \$5,000 Medical Expense.

#### II. AUTOMOBILE LIABILITY. (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

#### III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY. (While on County owned Property)

A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B Employer's Liability limits for not less then \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

OR:

C As an independent Lessee outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may chose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to work's compensation benefits.

#### IV. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

##### A Commercial General Liability Coverages

1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

2 The Licensee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Licensee's insurance and shall be non-contributory.

##### B Workers' Compensation and Employers' Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

##### C All Coverages

1 The Licensee shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

**SUBLESSEES**

Licensee shall include all subLessees as insured under its policies. All coverages for subLessees shall be subject to all of the requirements stated herein.

**CERTIFICATE HOLDER:**

**Alachua County Board of County Commissioners**

# Attachment D: Farmers Market By-Laws

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

BY-LAWS  
OF  
**ALACHUA COUNTY FARMERS' MARKET, INC.**  
A NOT-FOR-PROFIT FLORIDA CORPORATION

**EFFECTIVE 8 JANUARY 2000**

Table of Contents

ARTICLE I - NAME .....	2
ARTICLE II - PURPOSES .....	2
ARTICLE III - BASIC POLICIES .....	3
ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS .....	3
ARTICLE V - MEETINGS .....	4
ARTICLE VI - BOARD OF DIRECTORS .....	5
ARTICLE VII - NOMINATION OF DIRECTORS .....	6
ARTICLE VIII - RESPONSIBILITIES OF DIRECTORS .....	7
ARTICLE IX - OFFICERS .....	7
ARTICLE X - DUTIES OF THE OFFICERS .....	7
ARTICLE XI - CONTRACTS, LOANS, CHECKS, AND DRAFTS .....	9
ARTICLE XII - COMMITTEES .....	9
ARTICLE XIII - INDEMNIFICATION OF DIRECTORS AND OFFICERS .....	11
ARTICLE XIV - CORPORATE SEAL .....	14
ARTICLE XV - WAIVER OF NOTICE .....	14
ARTICLE XVI - AMENDMENTS .....	14
ARTICLE XVII - ADOPTION OF BY-LAWS .....	14



This copy printed 4 February 2002

By-Laws of the Alachua County Farmers' Market, Inc., Page 1



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**ARTICLE I - NAME**

The name of this Corporation is Alachua County Farmers' Market, Inc. and it is sometimes referred to herein as the "Corporation." The street address of the principal office of the Corporation is 5920 NW 13<sup>th</sup> Street, Gainesville, FL 32653; the mailing address of the Corporation is 5920 NW 13<sup>th</sup> Street, Gainesville, FL 32653.

**ARTICLE II - PURPOSES**

1. The purposes for which the Corporation is formed are those set forth in the Articles of Incorporation, as may from time to time be amended, namely:
  - a. To own, manage, control, operate, govern, reconstruct, repair, and lease existing farmers markets and related support facilities, which may be constructed.
  - b. To establish and operate a farmers market for the purpose of furnishing a facility for marketing seller grown vegetables, fruit, flowers, herbs, nuts, honey, plants, berries, mushrooms, cut flowers and trees.
  - c. To carry on any educational or other activities relating to the use of Florida farm products and to promote the general welfare of the citizens of the State of Florida.
  - d. To participate in any activity designed and carried on to promote the use of farm products by citizens of the State of Florida.
  - e. To promote and carry on research related to farmers' market development.
  - f. To solicit and receive funds, endowments, donations, devises and bequest.
  - g. To lease or purchase land or lands, building or buildings, and purchase and construct buildings for the purposes in connection with the activities of the Corporation, including, but not limited to, farmers markets and other related business activity.
  - h. To exercise all the powers pursuant to Chapter 617.0302 Florida Statutes, as that statute now exists or is subsequently amended or superseded, and to do and perform such acts and to have such powers as shall be desirable and necessary in the furtherance of any of the powers herein above enumerated which are not in derogation of the laws of the State of Florida.
2. It is hereby provided that said purposes are not intended to limit or restrict in any manner the powers or purposes of this Corporation to any extent permitted by law, nor shall the expression of one thing be deemed to exclude another although it be of like nature.
3. This Corporation is organized pursuant to Chapter 617, Florida Statutes.

- 1 4. The purposes of the Corporation are promoted through the farmers market and other related
- 2 facilities as they exist or may be constructed in the future, and are governed and qualified by
- 3 the basic policies set forth in Article III of these By-laws.

4  
5  
6 **ARTICLE III - BASIC POLICIES**

- 7
- 8 1. The Corporation shall be nonsectarian, nonpartisan, and not-for-profit.
- 9
- 10 2. No person shall be denied access to services by the Corporation because of race, creed, age,
- 11 sex, nationality or religious belief.
- 12
- 13 3. The Corporation shall be an Equal Opportunity employer.
- 14

15  
16 **ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS**

- 17
- 18 1. Any natural person, who is interested in and supportive of the objects and purposes of this
- 19 Corporation may apply for membership.
- 20
- 21 2. Regular (voting) Members (hereafter "Members") shall be defined as persons who pay
- 22 Membership Dues, pay the Annual Assigned or Unassigned Market Selling Space Fee, and pay
- 23 the Annual Inspection Fee set by the Corporation. A Member shall either be the person legally
- 24 responsible for an agricultural operation or their designated individual. Membership shall be
- 25 for a period of one (1) year. All Members shall be entitled to one vote at any meeting of the
- 26 membership at which he or she is present. Regular (voting) Members shall include any person
- 27 elected by a majority of the membership to serve on the Board of Directors and shall have full
- 28 rights and responsibilities of a Regular (voting) member during their entire term served on the
- 29 Board of Directors.
- 30
- 31 3. The membership shall have a broad representation of a cross section of the communities the
- 32 Corporation serves and be limited to those of ages above eighteen. Affiliate (non-voting)
- 33 membership shall be available for a minimum annual contribution as determined by the
- 34 Corporation. Affiliate membership shall be for a period of one (1) year.
- 35
- 36 4. Application for membership shall be made upon forms approved by the Corporation and filed
- 37 with the Corporation.
- 38
- 39 5. Upon membership approved by the Board of Directors (B.O.D.) and Chief Operations Officer
- 40 (C.O.O.) of the Corporation and payment of the Annual Membership Fees, Annual Assigned or
- 41 Unassigned Market Selling Space Fee, and the Annual Inspection Fee, the Secretary of the
- 42 Corporation shall cause to be issued a card for a one-year membership to each member.
- 43
- 44 6. Those members present at a properly called meeting with a valid membership card approved
- 45 thirty (30) days prior to the meeting shall be entitled to one vote on any particular issue or
- 46 matter brought before the membership. Voting by absentee ballot may be granted due to
- 47
- 48

By-Laws of the Alachua County Farmers' Market, Inc., Page 3

1 hospitalization, death in the immediate family or sequestered jury duty. Voting by proxy is  
2 prohibited.

3  
4 7. Memberships are not transferable.

5  
6 8. The Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors, shall  
7 terminate and cancel the membership of any person who fails to pay any dues or fees, or any  
8 person who within a five (5) year period has been disciplined with a loss of selling privileges on  
9 three (3) or more separate occasions during said five (5) year period. Provided, however,  
10 before any action of the Board of Directors set forth in the preceding sentence shall take place,  
11 the Board of Directors shall provide said member with written notice of intent to terminate and  
12 cancel membership and shall, in said written notice, provide said member with a date and time  
13 to appear before the Board of Directors for an opportunity to be heard on the matter of  
14 termination and cancellation of membership. All rights and privileges of a member cease upon  
15 termination of membership. Any action of the Board of Directors set forth in this Section of this  
16 Article IV shall be taken at a meeting at which a quorum of the Board of Directors attend or  
17 participate by telephone or other means of simultaneous communication. No action of the  
18 Board of Directors set forth in this Section of this Article shall be taken by Directors without a  
19 meeting.

20  
21 9. The Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors may refuse to  
22 renew the membership of any member who has:

23  
24 a. received three (3) or more written Letters of Reprimand as described in Chapter IX, A. of  
25 the Market Rules and Regulations, or

26  
27 b. received two (2) or more written Letters of Reprimand as described in Chapter IX, A. of the  
28 Market Rules and Regulations and, in addition, has received one (1) actual suspension of  
29 selling privileges as described in Chapter IX, E. of the Market Rules and Regulations.

30  
31 Provided, however, before any action of the Board of Directors set forth in the preceding  
32 sentence shall take place, the Board of Directors shall provide said member with written notice  
33 of intent to refuse renewal of membership and shall, in said written notice, provide said  
34 member with a date and time to appear before the Board of Directors for an opportunity to be  
35 heard on the matter of refusal to renew membership. All rights and privileges of a member  
36 cease upon termination of membership. Any action of the Board of Directors set forth in this  
37 Section of this Article IV shall be taken at a meeting at which a quorum of the Board of  
38 Directors attend or participate by telephone or other means of simultaneous communication.  
39 No action of the Board of Directors set forth in this Section of this Article shall be taken by  
40 Directors without a meeting.

41  
42 **ARTICLE V - MEETINGS**

43  
44 1. An annual meeting of the membership shall be held each year on the third (3rd) Thursday in  
45 October, for the purpose of electing Directors, reporting on the affairs of the Corporation, and  
46 transacting all such business as may properly come before the meeting.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

- 2. Special meetings of Members for any purpose may be called by the Chairman of the B.O.D., by a majority of a quorum of the B.O.D. or shall be called upon a written request signed by a minimum of twenty five percent (25%) of the Members of the Corporation. Such written request shall state in detail the purpose of the meeting.
- 3. All meetings of Members shall be held at the principal office of the Corporation or at such other place as may be determined by the B.O.D.
- 4. Notice of the time and place of the annual meeting of the Members shall be given in writing and mailed not less than thirty (30) days nor more than sixty (60) days before the annual meeting. Notice of any special meeting of Members shall designate the time and place of the meeting and shall state in detail the purpose of the meeting.
- 5. Twenty-five (25) percent of the Members shall constitute a quorum for any meeting of members.
- 6. The Chairman of the B.O.D. shall preside at all meetings of the Membership and in his or her absence the Vice-Chairman. The person presiding at any meeting of members shall have the power to determine the procedure for taking and counting votes, the procedure for the conduct of such meetings, and the procedure for resolving any questions, which may be raised at such meetings.

**ARTICLE VI - BOARD OF DIRECTORS**

- 1. The B.O.D. shall be comprised of not less than five (5) members.
- 2. The Directors shall serve three year staggered terms. At the annual meeting, the Members of the Corporation shall elect members to fill the expected vacancies on the B.O.D. Directors may serve no more than two (2) consecutive terms as a director but will be eligible to serve additional terms upon one year absence from the B.O.D.
- 3. All Directors must exhibit the desire, time, interest and ability to govern the affairs of the Corporation in the best interest of the Corporation. The B.O.D. will contain at least fifty (50) percent growers. If an affiliate member becomes a Director, membership fees shall be waived for their term of office.
- 4. Regular meetings of the B.O.D. shall be held, as determined from time to time by the B.O.D., at a time and place to be fixed by the B.O.D. A quorum shall consist of greater than fifty (50) percent of the elected directors. Directors are expected to attend all B.O.D. meetings and the meetings of the committees to which they have been appointed. The Chairman of the B.O.D. may grant excused absences for good and sufficient cause. The Secretary of the B.O.D. shall maintain attendance records and the minutes of all B.O.D. meetings. If a director misses more than two consecutive meetings or more than twenty-five (25) percent of the meetings without

By-Laws of the Alachua County Farmers' Market, Inc., Page 5

- 1 an excused absence in a twelve-month period, he/she may be removed by a majority vote of
- 2 the B.O.D.
- 3
- 4 5. Notice of the time and place of any meeting of the B.O.D., except scheduled meetings, shall be
- 5 given in person, via telephone or in writing to each director not less than twenty-four (24) hours
- 6 in advance of such meeting. Notice of the postponement of any scheduled regular meeting
- 7 shall be given via telephone or in writing to each director not less than twelve (12) hours before
- 8 the scheduled date of such meeting.
- 9
- 10 6. Each elected director shall be entitled to one vote on any matter before the B.O.D. Voting by
- 11 proxy shall not be permitted.
- 12
- 13 7. Except as otherwise provided in Article IV or V, above, any action required or permitted to be
- 14 taken by the B.O.D. or its Committees under any provision of law, the Articles of Incorporation,
- 15 or these by-laws may be taken without a meeting of the B.O.D. by the individual or collective
- 16 consent in writing setting forth the action so taken by a majority of a quorum of the Directors.
- 17 Such written consents shall be filed with the proceedings of the B.O.D. Such action by written
- 18 consent shall have the same force and effect as a formal meeting of the Directors. Any
- 19 certificate or other document filed under law relating to action so taken shall state that the
- 20 action was taken by written consent of the B.O.D. without a meeting and that the by-laws
- 21 authorize the directors to so act.
- 22
- 23 8. Emergency management decisions may be made by telephone poll and ratified at the next
- 24 B.O.D. meeting.
- 25
- 26 9. A director who fails to satisfy the requirements of these by-laws may be removed from the
- 27 B.O.D. by a majority vote of a quorum of the remaining members of the B.O.D. Any director
- 28 sought to be removed by the B.O.D. shall be given reasonable written notice and an
- 29 opportunity to be heard regarding the cause or causes stated for his/her removal.
- 30
- 31 10. Vacancies in elected directorship due to health, death, removal, resignation or an increase in
- 32 authorized number of directors may be filled by appointment by a majority vote of all of the
- 33 remaining directors even if the number so remaining is less than a quorum. Any director so
- 34 appointed shall hold the office for the unexpired portion of the term, and in the case of newly
- 35 created directorship, until the next election of directors. All appointments must be ratified at
- 36 the next Membership meeting by a majority vote of a quorum of Members.
- 37
- 38 11. Any director may resign at any time by giving oral or written notice to the Chairman or
- 39 Secretary of the Corporation. Such resignations, which will be contingent on formal
- 40 acceptance, shall take effect on the date of acceptance or at any later time specified therein.
- 41
- 42

**ARTICLE VII - NOMINATION OF DIRECTORS**

- 45 1. There shall be a Nominating Committee appointed by the B.O.D., which shall meet to select a
- 46 slate of nominees for directorship who must meet the criteria set forth for directors in Article VI
- 47
- 48

1 of these by-laws. The slate of nominees must be submitted to the membership not less than  
2 fifteen (15) days prior to the annual meetings.  
3

4 2. Nominations may also be made from the floor at the annual meeting in keeping with the  
5 qualifications set forth in Article VI.  
6

7  
8 **ARTICLE VIII - RESPONSIBILITIES OF DIRECTORS**  
9

10 1. Except as otherwise provided by law, by the Articles of Incorporation, or by these by-laws, the  
11 B.O.D. shall exercise the powers of the Corporation, conduct its business affairs, and control its  
12 property. The B.O.D. is also expressly authorized to make appropriate delegations of authority  
13 through management agreements.  
14

15 2. The B.O.D. shall assume responsibility for setting goals of the corporation, reviewing and  
16 approving the Corporation's operational and strategic plans, and evaluating operational and  
17 strategic performance. No acquisitions of divestitures shall occur without prior approval of the  
18 B.O.D.  
19

20 3. The B.O.D. may employ one individual to manage the everyday affairs of the Corporation  
21 under the title of Chief Operations Officer (C.O.O.). The B.O.D. shall ensure that obligations  
22 set forth in the contract between the C.O.O. and the Corporation are fulfilled.  
23

24 4. The B.O.D. shall establish and annually review job descriptions for employees.  
25  
26

27 **ARTICLE IX - OFFICERS**  
28

29 1. The officers of the Corporation shall be Chairman, Vice-Chairman, Secretary, Treasurer, and  
30 such officers as may be deemed necessary by the B.O.D. The Chairman and Vice-Chairman,  
31 Secretary and Treasurer must be members of the B.O.D. of the Corporation. All officers must  
32 be members of the Corporation. They shall be elected for a one-year term at the first meeting  
33 of the B.O.D. after the annual membership meeting. Such officers shall perform the duties  
34 prescribed from time to time by the B.O.D. as provided for in these by-laws. In the event that  
35 an officer is employed under contract by the Corporation to manage its markets, he/she shall be  
36 known as the C.O.O. The C.O.O. shall be supervised solely the B.O.D. or Executive and  
37 Operations Committee as authorized by the B.O.D.  
38

39 2. Any officer may resign at any time by giving oral or written notice to the Chairman or to the  
40 Secretary. Such resignations, which will be contingent on formal acceptance, shall take effect  
41 on the date of acceptance or at any later time, specified in said notice. The B.O.D., by  
42 two-thirds (2/3) majority vote, with or without cause, may remove any elected or appointed  
43 officer at any time.  
44

45 3. The B.O.D. may fill a vacancy in any office for the unexpired portion of the term.  
46  
47  
48

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**ARTICLE X - DUTIES OF THE OFFICERS**

1. The Chairman shall preside at all meetings of the regular members and of the B.O.D. and perform such other duties as may be prescribed by the B.O.D. from time to time. He/she shall also be a member ex-officio of all committees of the Corporation. In the absence of the C.O.O. or in the event of his/her death, resignation, or disability, the Chairman may appoint any Officer or member of the Corporation to perform in whole, or in part, the duties of the C.O.O. until such time as the B.O.D. employs a new C.O.O.
2. The Vice-Chairman shall perform such duties as may be assigned to them by the B.O.D. or by the Chairman. In the absence of the Chairman or in the event of his disability or inability, the Vice-Chairman shall perform the duties of the Chairman with full powers of and subject to the restriction on the Chairman. There shall be at least one Vice-Chairman, or any additional number of Vice-Chairmen as the B.O.D. determines.
3. The Treasurer shall perform all duties instant to the office of Treasurer, except those delegated to the C.O.O. by the B.O.D., and such other duties as may from time to time be assigned by the B.O.D. The Treasurer shall cause a review of the books of the Corporation, to be made as soon as practical after the close of the fiscal year of the Corporation by the Finance Committee and to have it reported to the B.O.D.
4. The Secretary shall supervise the keeping of the minutes of the meetings of the Corporation and the B.O.D. in one or more books provided for that purpose, and shall be responsible for supervising all notices that are duly given or required in accordance with the provision of these by-laws or as required by law. The Secretary shall supervise the keeping of the register of the name and post office address of each director, and in general, shall perform all duties instant to the office of the Secretary and such other duties as may from time to time be assigned by the B.O.D.
5. The C.O.O. shall have the general authority and responsibility to direct, manage and carry on the ordinary affairs and operations of the Corporation. These affairs and operations include but are not limited to:
  - a. Responsibility for carrying out all policies established by the B.O.D.
  - b. Acting as official custodian of the records and of the Seal of the Corporation and having responsibility for affixing the Seal to all documents, the execution of which on the behalf of the Corporation, under its Seal, is duly authorized in accordance with the provisions of the by-laws.
  - c. Selection, employment, contract and discharge of the employees of the Corporation.
  - d. Enforcement of all rules and regulations that the B.O.D. has deemed necessary and desirable for the proper conduct of the ordinary affairs of the Corporation. This includes but is not limited to issuing Verbal Warnings and Letters of Reprimand, and Notices of Intent to Suspend Selling Privileges as prescribed in the Market Rules and Regulations.

- 1 e. Attending meetings of the corporation and being an ex-officio member of the B.O.D. and
- 2 committees as designated by the Chairman of the B.O.D. Serving as the official liaison
- 3 officer and channel of communications between the B.O.D., the markets and all
- 4 organizations working for or with the Corporation. Giving all notices in accordance with
- 5 the provisions of these by-laws as required by law.
- 6
- 7 f. Acting as the duly authorized representative of the B.O.D. in all matters that have not been
- 8 formally assigned to another person or persons.
- 9
- 10 g. Managing the day-to day operations of the Corporation’s Markets.
- 11
- 12 6. In case of an emergency, volunteers may serve as the acting C.O.O. at the direction of the
- 13 B.O.D. with duties and responsibilities as determined by the B.O.D.
- 14
- 15 7. All officers and assistant officers of this Corporation shall deliver to their successors in office all
- 16 official material of the Corporation not later than ten (10) days following the election of their
- 17 successors.
- 18
- 19

**ARTICLE XI - CONTRACTS, LOANS, CHECKS, AND DRAFTS**

- 20
- 21
- 22 1. Contracts: The B.O.D. may authorize any Officer or Agent to enter into any contract or execute
- 23 and deliver any instrument in the name of and in behalf of the Corporation. Such authority
- 24 may be general or confined to specific instances.
- 25
- 26 2. Loans: No loan shall be contracted on behalf of the Corporation and no evidence of
- 27 indebtedness shall be issued in its name unless authorized by action of the B.O.D. Such
- 28 authority may be general or confirmed to a specific instance.
- 29
- 30 3. Checks and Drafts: All checks, drafts, or other orders for the payment of money, notes, or other
- 31 evidences of indebtedness issued in the name of the Corporation shall be signed by two officers
- 32 or agents of the Corporation and in such manner as shall from time to time be determined by
- 33 Resolution of the B.O.D.
- 34

**ARTICLE XII - COMMITTEES**

- 35
- 36
- 37
- 38 1. Except as otherwise provided in the by-laws, all the committees and committee chairmen shall
- 39 be appointed by the Chairman of the B.O.D., subject to approval of the B.O.D. Committees
- 40 may be either standing or special. Any person, who is a Member or is associated with the
- 41 ACFM, Inc. as a Daily Seller as defined under Chapter II, B., of the Market Rules and
- 42 Regulations or as part of the family of a Member or a Daily Seller is eligible to serve on any
- 43 committee, except as otherwise provided in the by-laws. Unless specifically designated in the
- 44 by-laws, all committee members shall serve for a period of one year.
- 45
- 46
- 47
- 48

- 1 2. With the exceptions of Executive and Operations and Finance, all committees shall be subject  
2 to the general supervision of the C.O.O. in agreement with the B.O.D.  
3
- 4 3. Special ad hoc committees may be appointed for any special tasks or as circumstances may  
5 warrant, at the discretion of the Chairman of the B.O.D. and B.O.D. They shall limit their  
6 activities to that task for which the committee was organized, and will have no authority to act  
7 except as specifically conferred upon them by the B.O.D.  
8
- 9 4. One-half of the committee members shall constitute a quorum for the carrying out of the  
10 committee functions and actions. Each committee shall keep a record of its proceedings and  
11 shall appoint a secretary of the committee for that purpose. Any vacancy on the committee  
12 may be filled by the Chairman of the B.O.D., subject to the approval by the directors. Each  
13 committee will have as a voting member at least one corporation member appointed by the  
14 Chairman of the B.O.D.  
15
- 16 5. The Chairman of the B.O.D. shall be ex-officio member of all committees.  
17
- 18 6. The following standing management committees shall be established as determined by the  
19 B.O.D.:  
20
  - 21 a. Executive and Operations Committee: The Executive and Operations Committee shall  
22 consist of the Chairman, the Vice-Chairman, the Secretary, the Treasurer and the  
23 immediate past Chairman of the B.O.D. When the B.O.D. is not in session, the Executive  
24 and Operation Committee shall have and may exercise all the powers of the B.O.D. in the  
25 management of the ordinary affairs of the Corporation, but such powers shall be exercised  
26 only in conformity with the policies established by the B.O.D. The Executive and  
27 Operations Committee shall also have the duty and responsibility to develop and  
28 recommend to the B.O.D. necessary or desirable policies relating to the organization and  
29 operation of the Corporation to include a biennial review of the Corporation by-laws and  
30 revision as necessary. The Committee shall from time to time, formulate and recommend  
31 to the B.O.D., policies designed to promote and maintain the good will of patrons in the  
32 Corporations' markets; promote and maintain general public interest in and support of the  
33 Corporation; recommend the compensation for the C.O.O.; and develop and maintain  
34 adequate fund raising support in the community to assist in meeting the capital needs of  
35 the Corporation. The Committee may retain legal counsel and institute or accept suits on  
36 behalf of the Corporation.  
37
  - 38 b. Finance Committee: The Finance Committee shall consist of the Treasurer, who shall be  
39 the Chairman of the Committee, and not less than three other members of the B.O.D. The  
40 Finance Committee shall be responsible for devising ways and means to secure funds for  
41 the support of the Corporation; shall attend to all financial interests of the Corporation; and  
42 shall report its actions to the B.O.D. at such times as the B.O.D. may direct. The  
43 Committee shall advise and counsel the Treasurer in the preparation of the annual budget  
44 for submission to the B.O.D. at its last regular meeting before the end of the corporate  
45 fiscal year. The balanced budget shall show anticipated receipts, expenses and income for  
46 the ensuing fiscal year of the Corporation, and shall be in a form and contain such matters,  
47  
48

By-Laws of the Alachua County Farmers' Market, Inc., Page 10

- 1 as the B.O.D. shall prescribe. The Finance Committee shall review the Books of the  
2 Corporation and present its findings to the B.O.D.  
3
- 4 c. Planning Committee: The Planning Committee shall recommend a planning process to  
5 develop plans through which: areas of need and opportunity are defined and analyzed;  
6 general goals related to each need are established; alternative courses of actions are  
7 identified and selected; and provision for implementation of the plan of action and  
8 evaluation of the effect of the chosen plan are made. The overall plan shall coordinate  
9 services with other methods of marketing farm products. Plans to provide or expand a  
10 specific service should be developed only when it has been determined that the proposed  
11 program represents the most effective available method for improving the market's services  
12 to local growers.  
13
- 14 d. Growers/ Sellers Committee: This committee of growers who are selling at the Farmers'  
15 Market shall be composed of at least ten (10) members and shall meet semi-annually and  
16 advise the B.O.D. concerning methods for the espousal of free enterprise in farming,  
17 improvements in quality and efficiency, elimination of ineffective methods, promotion of  
18 cooperation among growers, the provision of high quality cost-effective customer services  
19 and appropriate rules for market participants.  
20
- 21 e. Building and Grounds Committee: The Building and Grounds Committee shall consist of  
22 five (5) members, one of whom shall be appointed chairman by the Chairman of the  
23 B.O.D. The Committee shall keep abreast of developments and trends in the field of  
24 farmers markets, and shall coordinate facilities planning with the Planning Committee by  
25 determining the physical facilities necessary and desirable to implement the plan. The  
26 Committee shall be responsible for overseeing all modifications in the facilities and  
27 grounds of the Corporation. Major modifications will be recommended to the B.O.D. for  
28 its approval. This committee shall also supervise arrangements for building and grounds  
29 maintenance.  
30
- 31 f. Additional Committees: The Chairman of the B.O.D., subject to the limitations imposed on  
32 his or her authority by the B.O.D., or the B.O.D. itself, may create or abolish additional  
33 committees. Additional committees shall discharge such responsibilities as may be  
34 assigned to them by the B.O.D.  
35
- 36 g. Committee Chairman: The Chairman of each committee shall have the following general  
37 duties, responsibilities and powers, together with such others as may be designated from  
38 time to time by the B.O.D.  
39 (1) Coordinate committee activities.  
40 (2) Prepare an agenda for each committee meeting.  
41 (3) Preside or designate an alternate to preside at committee meetings.  
42 (4) Provide for maintenance of official records of the committee.  
43 (5) Report committee activities and recommendations to the B.O.D. at its regular or called  
44 meetings.  
45 (6) Delegate specific responsibilities among committee members.  
46 (7) Appoint members to subcommittees as necessary.  
47  
48

By-Laws of the Alachua County Farmers' Market, Inc., Page 11

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48

**ARTICLE XIII - INDEMNIFICATION OF DIRECTORS AND OFFICERS**

- 1. Third Party Suits: To the extent permitted by Florida law from time to time in effect and subject to the provisions of this Article, the Corporation shall indemnify any person who was or is a party to any proceedings (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another Corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation or its members, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination or any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Corporation or its members and, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.
  
- 2. Suits by or in Right of the Corporation: To the extent permitted by Florida Law from time to time in effect and subject to the provisions of this Article, the Corporation shall indemnify any person, who was or is a party to any proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of any other Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise., against expenses and amounts paid in settlement not exceeding, in the judgment of the B.O.D., the estimated expenses of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, except that no indemnification shall be made under this subsection in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable unless and only to the extent that the court in which such proceeding was brought, or any other court or competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in the view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
  
- 3. Indemnification Against Expenses: To the extent that a person who is or was a director, officer, employee or agent of the Corporation or a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise with which he/she is or was serving at the request of the Corporation has been successful on the merits or otherwise in defense of any proceeding referred to in Section 1 and/or 2 of this article, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses actually and reasonably incurred by him/her in connection therewith.



- 1 4. Determination that Indemnification is Proper: Any indemnification under Section 1 and/or 2,  
2 above (unless ordered by a court), shall be made by the Corporation only upon a determination  
3 that indemnification of the person is proper under the circumstances because he has met the  
4 applicable standard of conduct set forth in said Section 1 and/or 2, above. Such determination  
5 shall be made (1) by the B.O.D. by a majority vote of a quorum consisting of directors who  
6 were not parties to such proceeding; or, (2) if such a quorum is not obtainable, or, even if  
7 obtainable, by majority of a committee duly designated by the B.O.D. (in which directors who  
8 are parties may participate) consisting solely of two or more directors not at the time parties to  
9 the proceeding; (3) by independent legal counsel, a: selected by the B.O.D. prescribed in  
10 paragraph (1) or the committee prescribed in paragraph (2), or b: if a quorum of the directors  
11 cannot be obtained for paragraph (1) and the committee cannot be designated under paragraph  
12 (2), selected by a majority vote of the full B.O.D. ( in which directors who are parties may  
13 participate) or (4) by the members by a majority vote of a quorum consisting of members who  
14 are not parties to such proceeding. Evaluation of the reasonableness of expenses and  
15 authorization of indemnification shall be made in the same manner as the determination that  
16 indemnification is permissible. However, if the determination of permissibility is made by  
17 independent legal counsel, persons specified by Section 4.(3), above shall evaluate the  
18 reasonableness of expenses and may authorize indemnification.  
19
- 20 5. Reimbursement of Expenses: Expenses incurred by an officer or director in defending a civil or  
21 criminal proceeding may be paid by the Corporation in advance of the final disposition of such  
22 proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay  
23 such amount if he is ultimately found not to be entitled to indemnification by the Corporation  
24 pursuant to this section. Expenses incurred by other employees and agents may be paid in  
25 advance upon such terms or conditions that the B.O.D. deems appropriate.  
26
- 27 6. By-Laws Not Exclusive: The indemnification and advancement of expenses provided pursuant  
28 to this section are not exclusive, and a corporation may make any other or further  
29 indemnification or advancement of expenses to any of its directors, officers, employees, or  
30 agents, under any by-law, agreement, vote of members of disinterested directors, to otherwise,  
31 both as to action in his official capacity and as to action in another capacity while holding such  
32 office. However, indemnification or advancement of expenses shall not be made, to or on  
33 behalf of any director, officer, employee, or agent if a judgment or other final adjudication  
34 establishes that his actions, or omissions to act, were material to the cause of action so  
35 adjudicated and constitute; (1) a violation of the criminal law, unless the director, officer,  
36 employee, or agent had reasonable cause to believe his conduct was lawful or had no  
37 reasonable cause to believe his conduct was unlawful; (2) a transaction from which the  
38 director, officer, employee, or agent derived an improper personal benefit; or (3) willful  
39 misconduct or a conscious disregard for the best interest of the Corporation in proceeding by or  
40 in the right of the Corporation to procure a judgment in its favor or in its proceeding by or in  
41 the right of the members. The indemnification and advancement of expenses as provided in  
42 this section shall continue as, unless otherwise provided when authorized or ratified to a person  
43 who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the  
44 heirs, executors, and administrators of such person, unless otherwise provided when authorized  
45 or ratified.  
46  
47  
48

- 1 7. Insurance: The Corporation may purchase and maintain insurance (and pay the entire premium
- 2 therefore) on behalf of any person who is or was a director, officer, employee, or agent of the
- 3 Corporation, or is or was serving at the request of the Corporation as a director, officer,
- 4 employee or agent of another corporation, partnership, joint venture, trust or other enterprise
- 5 against any liability asserted against him and incurred by him in such capacity or arising out of
- 6 his status as such, whether or not the Corporation would have the power to indemnify him
- 7 against such liability under the provision of this Article or under the laws of the State of Florida.
- 8
- 9 8. Servability: The invalidity or unenforceability of any provisions of this Article shall not affect the
- 10 validity and enforceability of the remaining provisions of this Article.
- 11

12 **ARTICLE XIV - CORPORATE SEAL**

13  
14  
15 The B.O.D. may provide for a Corporate Seal in such form and with such inscription as it shall  
16 determine, provided such seal shall always contain the words "Corporation, Not-for-Profit."

17  
18  
19 **ARTICLE XV - WAIVER OF NOTICE**

20  
21 Whenever any notice is required to be given under the provisions of Florida's Not-for-Profit  
22 Corporation Act, of the Articles of Incorporation, or of these by-laws, a waiver thereof in writing  
23 signed by the person, entitled to such notice, whether before or after the same stated therein, shall  
24 be deemed equivalent to the giving of such notice where such waiver is permitted by State law. All  
25 waivers shall be filed with the corporate records, or shall be made a part of the minutes of the  
26 relevant meeting.

27  
28  
29 **ARTICLE XVI - AMENDMENTS**

30  
31 These by-laws may be amended, altered, repealed or adopted by a majority vote of the Members  
32 present at a properly called meeting in accordance with Article V, Meetings, of the By-Laws of the  
33 Alachua County Farmers' Market, Inc.

34  
35  
36 **ARTICLE XVII - ADOPTION OF BY-LAWS**

37  
38 These by-laws, as revised on 11/17/99, are adopted this 8th day of January 2000 by unanimous  
39 consent of the B.O.D. of the Alachua County Farmers' Market, Inc., a Not-for-Profit Corporation.

41 Revised 1/6/88	Revised 10/15/92	Revised 7/12/99	Revised 10/21/99
42 Revised 4/15/90	Revised 2/10/98	Revised 9/6/99	Revised 11/17/99
43 Amended 10/17/02	Amended 3/20/03	Amended 10/11/04	


# Item #32, 22-0806

Final Audit Report

2022-10-04

Created:	2022-10-03
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANKu1FeG3Plarox78XGhpBqmTJJentaGf

## "Item #32, 22-0806" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)  
2022-09-27 - 7:00:28 PM GMT- IP address: 216.194.145.253
-  Document created by Steve Donahey (asd@alachuaclerk.org)  
2022-10-03 - 2:08:51 PM GMT- IP address: 216.194.145.253
-  Document emailed to bocchairsignature@alachuacounty.us for signature  
2022-10-03 - 2:09:55 PM GMT
-  Email viewed by bocchairsignature@alachuacounty.us  
2022-10-04 - 6:33:35 PM GMT- IP address: 163.120.80.11
-  Signer bocchairsignature@alachuacounty.us entered name at signing as Marihelen Haddock Wheeler  
2022-10-04 - 6:33:59 PM GMT- IP address: 163.120.80.69
-  Document e-signed by Marihelen Haddock Wheeler (bocchairsignature@alachuacounty.us)  
Signature Date: 2022-10-04 - 6:34:01 PM GMT - Time Source: server- IP address: 163.120.80.69
-  Agreement completed.  
2022-10-04 - 6:34:01 PM GMT