AGENDA

November 9, 2026

1. Call meeting to order.
2. Invocation * – Please stand- (The Invocation may include a prayer, a reflective moment of silence, or a short solemnizing message. The Invocation is the voluntary offering of a private citizen to and for the benefit of Council; and the views expressed in the Invocation have not been reviewed or approved by Council and do not necessarily represent the views of Council. No member of Council, no Village Employee, and no person in attendance is required to participate in the Invocation that is offered; and such decision will have no effect on any individual's right to participate in the business of the Council.)
3. Pledge of Allegiance – Please Stand
4. Roll Call of Members
5. Approval of Agenda
6. Approval of Minutes from the October 26, 2026 Regular Meeting
7. Public Questions and Statements (Note: Anyone wishing to speak must state their name and will be allowed 3 minutes on their subject)
8. Administrator's Report
9. Departmental Reports
    a. Mayor – Toby Thomas
    b. Police – Joe Hicks
    c. Fire – John Chapin
    d. Ambulance – Steve Roeder
    e. Recreation – Joe Thomas
10. Ordinance 2026-24 An Ordinance Authorizing the Village Administrator to Enter into a Contract with the Highest Bidder for the Temporary Agricultural Use of Certain Village Property. First Reading.
11. Resolution 2026-36 A Resolution to Approve a Then and Now Certificate for a Purchase Made, and Declaring an Emergency. Emergency Reading.
12. Old Business
13. New Business
14. Approval of Bills to be paid
15. Adjourn

- Any minister of a church or member of a religious order representing any religious organization with (501.(c)(3)" Status recognized by the Internal Revenue Service may volunteer to present the Invocation at a meeting by Council by contacting the Fiscal Officer. Volunteers will be accepted on a first come, first served, rotating basis; and, in the absence of such volunteers, the invocation may be delivered by the Mayor. In delivering the Invocation, a volunteer is free to follow the dictates of his own conscience without prior review by the Village, but is requested to maintain a spirit of respect for all; to not exploit the opportunity as an effort to convert others to a particular faith or disparage the faith or belief of others; and to not exceed three minutes.

ORDINANCE NO. 2026 - 24

AN ORDINANCE
AUTHORIZING THE VILLAGE ADMINISTRATOR TO
ENTER INTO A CONTRACT WITH THE HIGHEST BIDDER
FOR THE TEMPORARY AGRICULTURAL USE OF CERTAIN VILLAGE PROPERTY.

WHEREAS, the Village owns approximately 33.6 acres of farmland located at and near the New London Reservoir Park facility which is not presently needed for public purposes and may be advantageously used for temporary agricultural purposes (collectively, the "Property"); and

WHEREAS, in September, 2026 the Village advertised for competitive bids for the temporary agricultural use of the Property; and

WHEREAS, the Village received bids in response to such advertisement and determined Lawrence Zimmerman to be the highest bidder; and

WHEREAS, this Council now desires to enter into a license agreement with Lawrence Zimmerman in the form attached hereto as Exhibit A, for a period of three (3) years for the temporary use of the property for agricultural purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NEW LONDON, HURON COUNTY, OHIO, AS FOLLOWS

Section 1. That the Village Administrator is hereby authorized and directed enter into the License Agreement with Lawrence Zimmerman, the highest bidder, in the form attached hereto as Exhibit A, for the temporary, lawful, agricultural use of the Property, at the following bid rates:

2027 - $280/acre 33.6 acres = $9,408.00

2028 - $280/acre 33.6 acres = $9,408.00

2029 - $280/acre 33.6 acres = $9,408.00

Section 2. That this Ordinance shall take effect at the earliest period allowed by law.

PASSED: _____

_____
MAYOR

ATTEST:

_____
Fiscal Officer

EXHIBIT A

VILLAGE OF NEW LONDON
AGRICULTURAL LICENSE AGREEMENT

This Agreement is entered into this _____ day of _____, 2026, by and between the Village of New London, Ohio, hereinafter referred to as "Village," and Lawrence Zimmerman, hereinafter referred to as "Farmer," and witnesses to the following:

WHEREAS, the Village owns approximately 33.6 acres of farmland at the New London Reservoir Park, which is not presently needed for Village purposes; and

WHEREAS, such lands may be advantageously used for agricultural purposes which are not inconsistent with the Village Reservoir; and

WHEREAS, the Village has advertised for competitive bids and has found Farmer to be the highest bidder; and

WHEREAS, Farmer is ready, willing, and able to utilize said lands for agricultural purposes in accordance with the terms set forth herein;

NOW, THEREFORE, it is mutually agreed as follows:

1. A license is hereby granted to Farmer to utilize the Village's available lands at the Village Reservoir, which land consists of approximately 33.6 acres of land, more specifically identified on Exhibit "A," attached hereto and incorporated herein by reference, for lawful farming carried on in a lawful manner. The crops planted by Farmer shall not be inconsistent with the Village's primary use of the Reservoir and all crops shall be subject to prior approval by the Village Administrator.

2. The license shall be for a period of three (3) growing seasons, commencing May 1, 2027, hereinafter referred to as the "Commencement Date" and ending December 31, 2029. The term shall not automatically renew.

3. An annual license fee shall be payable by Farmer to the Village. The fee shall be:

2027	$9,408.00
2028	$9,408.00
2029	$9,408.00

payable in advance on or before the Commencement Date, or, for successive years, on or before the anniversary of the Commencement Date.

4. All agricultural work performed on this property shall be done by Farmer or his agents, with the Farmer's equipment, all at Farmer's expense.

5. Farmer acknowledges the Property is accepted in its current condition and the Village makes no representations concerning suitability for any particular crop or agricultural use.

6. The Farmer shall maintain throughout the Term commercial general liability insurance issued by an insurer authorized to do business in Ohio with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate. The Village, its elected officials, officers, employees, and agents shall be named as additional insureds on a primary and noncontributory basis. Before commencing work, Farmer shall provide a certificate of insurance acceptable to the Village Administrator. Coverage shall not be canceled or materially reduced unless the Village receives at least thirty (30) days prior written notice

7. Farmer assumes responsibility for all damages directly attributable to Farmer's activities. Farmer shall defend, indemnify, and hold harmless the Village, its elected officials, officers, employees, and agents from all claims, liabilities, damages, losses, fines, penalties, and expenses, including reasonable attorney fees, arising out of or relating to Farmer's use of the Property except to the extent caused by the Village's sole negligence.

8. Farmer acknowledges that the Property is located adjacent to and serves as part of the Village's reservoir system and water-resource infrastructure. Accordingly:

   (a) Farmer shall comply with all applicable federal, state, and local environmental, water quality, agricultural, and pesticide regulations;

   (b) No fuel tank, chemical storage facility, manure pile, waste disposal area, temporary structure, permanent structure, or similar improvement shall be placed upon the Property without the prior written approval of the Village Administrator;

   (c) No dumping, burial, discharge, or release of refuse, waste, hazardous substances, petroleum products, pesticides, herbicides, fertilizers, or other materials shall occur except in accordance with applicable law and accepted agricultural practices;

   (d) Farmer shall immediately notify the Village Administrator of any spill, leak, release, contamination event, fish kill, water-quality incident, or regulatory notice relating to activities conducted on the Property;

   (e) Farmer shall be solely responsible for all costs associated with investigation, containment, remediation, cleanup, governmental enforcement actions, and damages resulting from contamination caused by Farmer's activities;

   (f) No excavation, grading, ditching, tiling, drainage modification, tree removal, or alteration of existing waterways shall be performed without the prior written approval of the Village Administrator;

   (g) No livestock shall be kept on the Property unless specifically authorized in writing by the Village Administrator;

(h) The Village and its representatives may enter upon the Property at reasonable times to inspect compliance with this Agreement and to conduct reservoir, utility, park, and municipal operations; and

(i) Farmer shall conduct all farming operations in a manner that avoids or minimizes adverse impacts to the Village's reservoir, water supply, public facilities, and adjacent natural resources.

(j) Application of pesticides, herbicides, fertilizers, and other agricultural chemicals shall be performed in accordance with label requirements and applicable law, and no such materials shall be applied within any buffer area designated by the Village Administrator adjacent to the reservoir, waterways, or water-control facilities.

9. The Village may terminate this License, in whole or in part, upon ninety (90) days' written notice if the Village Council determines that the Property is needed for a public purpose, including but not limited to reservoir operations, utility improvements, public infrastructure projects, recreational facilities, environmental protection measures, or other municipal purposes, provided, however, that absent an emergency or immediate public necessity, the termination shall become effective at the conclusion of the then-current crop season. In the event of such termination, Farmer shall be entitled only to a prorated refund of any prepaid license fee applicable to the unused portion of the current license year. Farmer shall have no claim for lost profits, crop damages, relocation expenses, consequential damages, or any other compensation arising from such termination.

10. The Village shall retain a continuing right of access across the Property as may be necessary for public purposes.

11. Either party may terminate this Agreement, with fifteen (15) days written notice to the other, if the other party has materially breached the terms or conditions of this Agreement.

    The rights and remedies of the Village under this Agreement are cumulative and not exclusive. In the event of a default by Farmer, the Village may, in addition to termination, recover any unpaid license fees, costs of restoration of the Property, environmental remediation costs, and any other damages permitted by law. The Village may seek injunctive relief or specific performance to prevent or remedy any violation of this Agreement, including unauthorized activities, environmental violations, or continued occupancy after termination.

12. Upon expiration or termination, Farmer shall remove all equipment, debris, and personal property and return the Property in substantially the same condition as existed at the commencement of the License, reasonable wear and tear excepted.

13. This Agreement grants only a revocable license to use the Property and does not create a lease, tenancy, easement, possessory interest, or any other real property right in favor of Farmer. The Village retains possession and control of the Property at all times.

14. The terms of this Agreement supersede any prior agreement, representation, conversation, or understanding.

15. Bidder will at all times act as an independent contractor and not as an employee of the Village. Bidder will not subcontract or assign this Contract.

16. Prior to the commencement of any work, Bidder shall provide the Village with a Certification of Personal Property Tax, and a Certification of Compliance with Ohio Revised Code Section 3517.13.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

The Village of New London, Ohio

By: _____

Farmer:

_____
Lawrence Zimmerman

(Attach descriptions of land here)

RESOLUTION NO. 2026 – 36

A RESOLUTION TO APPROVE A THEN AND NOW CERTIFICATE FOR A PURCHASE MADE, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5705.41(d) provides a process for the taxing authority (Council) to authorize "Then and Now Certificates" to cover financial commitments made to vendors by the Village prior to a formal purchase order being generated; and

WHEREAS, this Council has received from the Village Fiscal Officer within the prior thirty (30) days certification(s), with respect to the item(s) listed in Section 1 of this Resolution, that there was at the time of the making of such contracts or order and at the time of the execution of such certificates a sufficient sum appropriated for the purpose of such contract(s) and in the treasury, or in process of collection, to the credit of an appropriate fund free from any previous encumbrances; and

WHEREAS, this Council finds and determines that appropriate funds were at hand both then and now for the expenditure(s) stated below, and that the subject expenditure(s) is/are currently budgeted, and the purchase order(s) was/were processed after the order date;

WHEREAS, Council now desires to authorize the drawing of warrant(s) in payment of the amount due upon such contract(s) or order(s); Now, Therefore,

BE IT RESOLVED by the Council of the Village of New London, Huron County, Ohio:

Section 1. That the following purchase(s) is/are approved for Then and Now Certification:

Vendor	Description	Amount	Fund Account Number
A & H Equipment	Hose Reel/Transfer Caser Repair	$1,311.39	Street-2011-620-432-0000
A & H Equipment	Hose Reel/Transfer Case Repair	$1,311.39	Storm-5602-559-432-0000
A & H Equipment	Hose Reel/Transfer Case Repair	$1,311.39	Sewer-5201-549-394-0000
A & H Equipment	Hose Reel/Transfer Case Repair	$1,311.41	Water-5101-539-432-0000
Ed Burdue & Co	New London Avenue Project	$87,026.94	Sewer-5201-549-590-0000
Ed Burdue & Co	New London Avenue Project	$87,026.94	Storm-5602-800-590-0000
Ed Burdue & Co	Manhole Adjustments	$10,758.12	Sewer-5201-549-590-0000
Ed Burdue & Co	Manhole Adjustments	$3,036.88	Storm-5602-800-590-0000
JD Indoor Comfort	HVAC Maintenance	$117.00	Police-2092-110-431-0000
JD Indoor Comfort	HVAC Maintenance	$236.00	Sewer-5201-549-392-0000
JD Indoor Comfort	HVAC Maintenance	$202.00	Sanitation-5601-563-431-0000
JD Indoor Comfort	HVAC Maintenance	$298.51	Recreation-2042-310-431-0000
JD Indoor Comfort	HVAC Maintenance	$1,027.00	General-1000-730-431-0000
JD Indoor Comfort	HVAC Maintenance	$400.00	Fire-2092-120-431-0000
JD Indoor Comfort	HVAC Maintenance	$915.00	Water-5101-539-431-0000

Section 2. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety, and for the welfare of the citizens of the Village, and for the further reason that it is necessary that this measure become effective at the earliest possible time in

order to allow the Village to pay for this expenditure that is now due and owing, and that, provided it receives the majority vote of two-thirds or more of those elected to Council, this Resolution shall therefore take effect and be in force immediately from and after its passage, and otherwise it shall take effect at the earliest period allowed by law.

PASSED: _____ _____

ATTEST: MAYOR

_____

FISCAL OFFICER