

ORDINANCE NO. 04

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

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 an agreement with Lawrence Zimmerman, the highest bidder, for the temporary, lawful, agricultural use of certain lands owned by the Village but not presently needed for public purposes, and which land consists of 33.6 acres of land located at the New London Reservoir Park facility, and described in the specifications on file with the Village Administrator, at the following bid rates:

2024 - \$180.00/acre 33.6 acres = \$6,048.00

2025 - \$180.00/acre 33.6 acres = \$6,048.00


2026 - \$180.00/acre 33.6 acres = \$6,048.00

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

PASSED: March 11, 2024


MAYOR

ATTEST:


Fiscal Officer

VILLAGE OF NEW LONDON
AGRICULTURAL LICENSE AGREEMENT

This Agreement is entered into this 11 day of April, 2024, 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 certain lands located at the New London Reservoir facility which are 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 growing seasons, commencing May 1, 2024, hereinafter referred to as the "Commencement Date" and ending December 31, 2026. The term shall not automatically renew.
3. An annual license fee shall be payable by Farmer to the Village. The fee shall be:

2024	\$6,048.00
2025	\$6,048.00
2026	\$6,048.00

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

- 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.
- The Farmer shall have in place prior to the Commencement Date, and throughout the continuation of the License, general liability insurance in a minimum amount of \$1,000,000, which shall name the Village as an additional insured. Before Farmer commences any work under this Agreement, Farmer shall provide the Village Administrator with a certificate of insurance, demonstrating that such coverage is in effect and that the Village will be provided ten days notice before the cancellation of the same.
- Farmer assumes responsibility for all damages directly attributable to Farmer's activities. Farmer shall defend, indemnify, and hold the Village harmless against any claim of any kind or description arising from the use, or alleged use, of any toxic or harmful chemical in connection with the bidder's activities on Village lands, and from any claim of any kind arising from Farmer's use of or activities on the Village's lands.
- The Village shall retain the right to cancel the License at the end of any current growing season in the event that a majority of the Village Council determines that the property is immediately needed for a public purpose, provided that Notice is given to Bidder prior to January 1 of the next year; and, in such case, neither party shall have any financial obligation to the other for the cancelled portion of the original term.
- The Village shall retain a continuing right of access across the leased premises as may be necessary for public purposes.
- Either party may terminate this Agreement, with fifteen (15) days written notice to the other, if the other party has materially

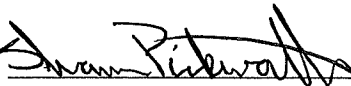
breached the terms or conditions of this Agreement.

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

In Witness Whereof, the parties have executed duplicate originals of this Agreement.

The Village of New London, Ohio

Farmer:

By: 


Lawrence Zimmerman