

VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO

ORDINANCE NO. 2026 - 36

AN ORDINANCE AUTHORIZING THE LEASE OF APPROXIMATELY SIXTEEN ACRES  
OF VILLAGE FARMLAND TO J&J STERLING FARMS FOR THE 2027 CROP YEAR; AND  
DECLARING AN EMERGENCY

WHEREAS, the Village of North Baltimore owns approximately sixteen (16) acres of tillable farmland adjacent to New Maplewood Cemetery that are not presently needed for public purposes; and

WHEREAS, pursuant to Resolution No. 22-2026, the Village advertised for competitive sealed bids for the agricultural lease of the property, with bids due and publicly opened on September 23, 2026; and

WHEREAS, the Village received one (1) bid, submitted by J&J Sterling Farms in the amount of Three Hundred Nine Dollars (\$309.00) per acre, and Council desires to accept the bid and authorize the lease of the property for the 2027 crop year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NORTH BALTIMORE, WOOD COUNTY, OHIO:

SECTION 1. Council hereby accepts the bid of J&J Sterling Farms in the amount of Three Hundred Nine Dollars (\$309.00) per acre for the lease of approximately sixteen (16) acres of Village-owned farmland for the 2027 crop year, for a total annual rent of Four Thousand Nine Hundred Forty-Four Dollars (\$4,944.00), and authorizes the Village Administrator to execute the farmland lease agreement attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Village Administrator, Fiscal Officer, and other appropriate Village officials are authorized to take such administrative actions as may be necessary to carry out this Ordinance and administer the lease.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting, and that all deliberations of Council and its committees that resulted in such formal action were conducted in meetings open to the public in compliance with ORC 121.22.

SECTION 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety of the Village and for the further reason that the existing farmland lease expires November 30, 2026, and immediate effectiveness is necessary to ensure execution of the new lease prior to its commencement on December 1, 2026. Therefore, provided this Ordinance receives the affirmative vote required by law, it shall take effect immediately upon its passage and approval.

The motion to adopt the foregoing Ordinance was moved by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_.

EMERGENCY CLAUSE VOTE  
YEAS \_\_\_\_ NAYS \_\_\_\_

VOTE ON FINAL ADOPTION  
YEAS \_\_\_\_ NAYS \_\_\_\_

ADOPTED AND EFFECTIVE this 10th day of November, 2026.

\_\_\_\_\_  
Dee Hefner, President of Council

\_\_\_\_\_  
Aaron Patterson, Mayor

Attest: \_\_\_\_\_  
Mason Davis, Clerk of Council

**ORDINANCE NO. 2026 – 36: EXHIBIT A**

**CEMETERY FARM LEASE**

THIS AGREEMENT OF LEASE is entered into by and between the Village of North Baltimore, Ohio (hereafter “VILLAGE”) and J&J Sterling Farms, 3606 Liberty High Road, North Baltimore, Ohio 45872 (hereafter “LESSEE”), to wit:

WHEREAS, the VILLAGE owns sixteen (16) acres of farmland located in the Southeast quarter (¼), Section thirty-four (34), Henry Township, Wood County, Ohio; and

WHEREAS, the VILLAGE advertised for bids for the lease of said farmland, and the bid submitted by J&J Sterling Farms in the amount of Three Hundred Nine Dollars (\$309.00) per acre was accepted;

NOW, THEREFORE, the Parties agree as follows:

The VILLAGE leases to LESSEE sixteen (16) acres of farmland located in the Southeast quarter (¼), Section thirty-four (34), Henry Township, Wood County, Ohio, for one (1) crop year commencing December 1, 2026 and ending November 30, 2027. Farming operations shall be confined to the sixteen (16) acres designated by the existing survey. This Lease shall not be assigned by LESSEE without the prior written consent of the VILLAGE.

LESSEE shall pay rent at the rate of Three Hundred Nine Dollars (\$309.00) per acre, for a total annual rent of Four Thousand Nine Hundred Forty-Four Dollars (\$4,944.00). Twenty-five percent (25%), or One Thousand Two Hundred Thirty-Six Dollars (\$1,236.00), shall be due June 1, 2027, with the remaining Three Thousand Seven Hundred Eight Dollars (\$3,708.00) due on or before November 1, 2027.

The premises shall be used for grain farming purposes only. No animals shall be kept on the premises, no equipment shall be parked or stored on the property, and no buildings or structures shall be erected thereon without the prior written consent of the VILLAGE. LESSEE shall follow sound agricultural practices so as not to cause excessive damage to the leasehold.

The VILLAGE shall have the right to enter upon the property for the purpose of depositing and spreading leaves collected by the VILLAGE when deemed necessary or in the best interest of the VILLAGE. The VILLAGE shall not deposit or spread leaves on portions of the property occupied by growing crops until after harvest.

LESSEE shall not plant winter wheat or undertake fall plowing or other work that would result in a carryover crop, harvest, or claim for payment extending beyond the expiration of this Lease.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2026.

VILLAGE OF NORTH BALTIMORE

By: \_\_\_\_\_  
Josh Bender, Village Administrator

Attest:

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Mason Davis, Clerk of Council

LESSEE

By: \_\_\_\_\_  
Joe Sterling, J&J Sterling Farms