

ORDINANCE NO. 2025-16

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH THE HIGHEST BIDDER FOR THE REAL PROPERTY KNOWN AS THE CLARK BOULEVARD PROPERTY.

WHEREAS, advertisement for the lease of real property further described herein was made pursuant to Ohio Revised Code Section 721.03; and

WHEREAS, after advertisement, according to law, Council desires to enter into a lease agreement for the real property described herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: After bidding conducted according to law, it is hereby determined that the bid submitted by Majors Farms on March 17, 2025, is the highest bidder.

SECTION 2: The City Manager is hereby authorized to enter into a lease agreement by and between the City of Monroe and Majors Farms for the lease pursuant to the terms and conditions and as described in Exhibit "A" attached hereto and made a part hereof.

SECTION 3: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: April 22, 2025

ATTEST:



Clerk of Council

APPROVED:



Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

LEASE AGREEMENT

This Agreement made and concluded this ____ day of ____, 2025; by and between the City of Monroe ("Lessor") and Majors Farms ("Lessee")

WITNESSETH

THAT SAID LESSOR does hereby demise, let and lease unto the said Lessee the real property outlined on the map attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same for and during the term commencing the date hereof and ending on the 28th day of May, 2026.

Said Lessee does hereby covenant and agree with Lessor as follows:

1. Lessee shall pay to Lessor, its successors and assigns, a rent of \$1.500 for the Real Property payable on the 15th of November, 2025.
2. The term of this lease shall be for one year.
3. The Real Property shall used for farming purposes only, i.e., no hunting.
4. The crop or crops to be grown on the Real Property shall be subject to the approval of the City of Monroe.
5. The roots of any trees growing in any field, or near any fence on said Real Property shall not be cut or injured and when plowing a space around said trees sufficient for their protection will be left.
6. The Real Property shall be used and occupied in a careful, safe, and proper manner.
7. The Real Property shall not be used or occupied for any unlawful purpose, and compliance with all requirements of law and with all ordinances, regulations, or orders of any federal, state, county, municipal or other public authority must be made.
8. All ditches, drains, water courses, and sewers on said Real Property shall be kept clean, open, and free from obstructions.
9. No part of the Real Property shall be occupied or used by any person, for any purpose or in any manner not consistent with the terms hereof, nor as to increase the insurance risk or rates or prevent the obtaining of insurance.

10. Lessee acknowledges the lease of said property after an examination of same without any representation on the part of the City of Monroe, and that the City of Monroe shall not be responsible at any time or in any event for any latent defect, deterioration, or change in the condition of the Real Property.
11. Lessee shall indemnify the City of Monroe, its employees, agents, contractors, and representatives against any expense, loss or liability paid, suffered or incurred as a result of any breach of the successful Lessee, Lessee's agents, servants, employees, customers, visitors, or licensees, of any covenant or condition of this lease, or as a result of Lessee's use of occupancy of the Real Property, or the carelessness, negligence or improper conduct of the Lessee, Lessee's agents, servants, employees, customers, visitors, or licensees.
12. In the event the City of Monroe at any time during the term of the lease desires to use or sell all or any of the Real Property, it may repossess all or any part of said Real Property upon seven days written notice to the successful bidder. Upon receipt of said notice, the successful bidder shall forthwith vacate the premises.
13. If the Lessee shall abandon or vacate said premises during said term, or shall assign this lease or underlet said premises or any part thereof, or shall fail to keep and perform any of the covenants, agreements or conditions of this lease on the successful bidder's part to be kept or performed, the City of Monroe, its successors or assigns, may enter immediately onto said premises and have, repossess and enjoy the same as if the lease had not been made, except that the City of Monroe may retain the total rent paid by the successful bidder, and thereupon the lease and everything herein contained on the part of said City of Monroe to be done and performed shall cease, determine and be utterly void. The commencement of a proceeding or suit in forcible entry or detainer or in ejectment, or otherwise, after any default by the successful bidder, shall be equivalent in every respect to actual entry by the City of Monroe.

14. The City of Monroe, for itself, its successors and assigns, hereby covenants and agrees with the successful bidder, successful bidder's executors, administrators, successors, and assigns, that the successful bidder keeping and performing the covenants of said lease to be kept and performed, the successful bidder shall peaceably and quietly hold, occupy, and enjoy said premises during said term.

IN WITNESS WHEREOF, the Lessor and Lessee, being first duly authorized, have hereunto set their hands to duplicates hereof the day and year first written above.

CITY OF MONROE, OHIO

MAJORS FARMS

By: _____
Larry Lester, City Manager

By: _____
Name: _____

Title: _____

