

UNION TOWNSHIP – WARREN COUNTY

BOARD OF TRUSTEES – Regular Meeting – September 2, 2025

CALLING THE MEETING TO ORDER: The regular meeting of the Union Township Board of Trustees was called to order by Chairperson of the Board, Fred Vonderhaar on Tuesday, 9/2/25 at 6:00 p.m. at the Union Township Building. Trustees in attendance: Fred Vonderhaar, Rhonda Cockerham & Chris Koch. The prayer was led by Mrs. Cockerham. Mr. Koch led everyone in The Pledge of Allegiance.

SPEAKERS: Attorney Bruce McGary spoke about the possible annexation of property to the City of Mason on Bunnell Road. This annexation is still under review as the property is in both Union & Turtlecreek Townships.

POLICE SUMMARY: Sergeant Adams had nothing to report.

ROAD SUPERINTENDENT'S REPORT: Mr. Sandlin was absent.

CHIEF'S REPORT: Chief Napier is planning the annual 9/11 luncheon for that date (9/11/25) at the firehouse and all Trustees were in agreement with the event. He asked if all were good with Highview Church using the building on Halloween for "Trick or Treat" and there were no issues.

FISCAL OFFICER'S REPORT: The Fiscal Officer presented the bills to pay, fund status, cemetery deeds, etc. through September 2, 2025. All were signed and approved by Mr. Vonderhaar, Mrs. Cockerham, & Mr. Koch. She mentioned the Ohio Auditor of State's office is requesting a cybersecurity program/policy be adopted by 7/1/2026.

NEW BUSINESS: Mr. Koch made a motion to accept the meeting minutes from 8/18/25, seconded by Mrs. Cockerham. The motion was carried by all "yeas". He stated there had been some clean up efforts at a residence on the corner of Lebanon Road & Hufford Street. Mr. Koch said a final notice had recently been sent as per the Warren County Zoning Department to a property owner concerning an issue at 4036 Riley Street, but it will continue to take time to conclude. Mr. Koch made a motion to adopt Resolution # 09022025-01, a Temporary Entrance & Work Agreement (see attached), seconded by Mrs. Cockerham. The motion was carried by all "yeas".

Mrs. Cockerham made a motion to pay the bills, seconded by Mr. Vonderhaar. The motion was carried by all "yeas".

Mr. Vonderhaar asked Attorney McGary to get back with the Trustees concerning the requirements for installing new "No Parking – Fire Lane" signs in Riverwalk Subdivision. Mr. Vonderhaar made a motion to accept a quote in the amount of \$2,554.62 for a new Durabook as requested by Chief Napier, seconded by Mrs. Cockerham. The motion was carried by all "yeas".

ADJOURNMENT: There being no further business, Mr. Vonderhaar made a motion, seconded by Mr. Koch, to adjourn the meeting at 7:44 p.m. The motion was carried by all "yeas". The next regular meeting will be held on Monday, September 15, 2025, at 6:00 p.m.

Temporary Entrance and Work Agreement

This Temporary Entrance and Work Agreement ("Agreement") is entered into on the date stated below by the Union Township Board of Trustees of Warren County, Ohio, an Ohio township and political subdivision (the "Township"), empowered to act pursuant to Chapter 5 of the Ohio Revised Code, et seq., whose mailing address for all purposes herein is 285 E. Pike Street, South Lebanon, Ohio 45065, and High Pointe Custom Homes, LLC, an Ohio limited liability company ("High Pointe"), whose mailing address for all purposes herein is 4234 Mason Pointe Drive, Suite 100, Mason, Ohio 45040. The parties may be referred to collectively as the "parties" or singularly as a "party" or as indicated above.

RECITALS:

WHEREAS, the Township owns the real property identified as Parcel # 12-13-200-028 and Auditor Acct. # 6200298 consisting of 2.9813 acres the use of which is currently vacant but anticipated for a future driveway and other uses related to Fellowship Cemetery, hereinafter referred to as the "Subject Parcel"; and,

WHEREAS, the Township owns additional parcels abutting the Subject Parcel identified as Parcel # 12-13-200-022 and Auditor Acct. # 6200219 consisting of 2.0AC currently the use of which is vacant but anticipated to be used for future expansion of Fellowship Cemetery for burial plots, and Parcel # 12-13-200-021 and Auditor Acct. # 6205842 consisting of 2.986 acres currently used as a Township Cemetery with burial plots, both parcels being collectively referred to herein as the "Fellowship Cemetery Parcels"; and,

WHEREAS, the elevation of a part of the Subject Parcel is lower than the elevation of the Fellowship Cemetery Parcels such that it would be beneficial for all such parcels to have the same elevation; and,

WHEREAS, High Pointe owns the real estate that abuts the Subject Parcel identified as Parcel # 12-13-200-030 consisting of 98.6164 acres ("High Pointe's Parcel"); and,

WHEREAS, a part of High Pointe's Parcel fronting along Columbia Road and abutting the Subject Parcel currently has a low elevation same or similar to a part of the Subject Parcel such that it would be beneficial for such areas to have the same elevation and create a smoother and stable transition between the two parcels and prevent an unfinished grade or drop-off condition on the Township's Parcel; and,

WHEREAS, High Pointe will be transporting, dumping clean fill and grading High Pointe's Parcel to raise the elevation, and it would be beneficial to High Pointe's Parcel to have the Subject Parcel's elevation match and be the same, accordingly, High Pointe desires for the

Township to grant permission for High Pointe to dump clean fill and grade the Subject Parcel (the "Improvements") to the same elevation simultaneously with High Pointe's Parcel.

AGREEMENT

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, the Township does hereby grant a temporary *license* to High Pointe, its employees, agents and contractors, to enter onto the Subject Parcel to complete the Improvements in the approximate area illustrated on the attached Exhibit (see legend for "clean fill and grading area"), subject to the following conditions:

- 1) High Pointe agrees and warrants that the area where the Improvements are to be completed shall contain only clean fill, be compacted and graded in a stable and clean condition.
- 2) High Pointe shall have no obligation to sod or seed or landscape the Improvements.
- 3) The Township shall have no obligations relating to providing any workforce or materials, or paying for or reimbursing High Pointe or its contractors, materialman, and suppliers for materials, labor, or equipment used to make the Improvements.
- 4) High Pointe agrees and warrants that High Pointe and its agents and contractors will have, at all times during the term of this Agreement, worker's compensation, automobile liability, and commercial general liability insurance, and stipulates that the Township is a third party beneficiary of such insurance coverages. The agreements and warranty in this paragraph shall survive the termination date of this Agreement.
- 5) High Pointe hereby agrees and warrants to indemnify and hold harmless the Township, its elected officials, employees, or insurers, from any claims arising out of this Agreement, except to the extent caused by the Township's own negligence. The agreements and warranty in this paragraph shall survive the termination date of this Agreement.

Unless the parties mutually agree in writing to an extension, the term of the temporary license granted herein shall expire upon completion of the grading of the Subject Parcel or December 1, 2026, whichever occurs first.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement does not grant any permanent easement, licenses, rights of way, dedication or other property rights or interest to High Pointe or its successors and assigns.

TOWNSHIP

IN EXECUTION WHEREOF, the Union Township Board of Trustees, intending to be legally bound by the foregoing terms and conditions, has caused this Agreement to be executed by Fred Vonderhaar, its President, on the date stated below, pursuant to Resolution Number 09-02-2025 01, dated 9.2.25.

SIGNATURE: Fred Vonderhaar
NAME: Fred Vonderhaar
TITLE: President
DATE: 9/2/2025

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 2ND day of September, 2025 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be **Fred Vonderhaar**, in his capacity as **President** of the **Union Township Board of Trustees**, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to a Resolution authorizing him to so act.

This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Notary Public: Shelley Lamb

[SEAL]

Prepared by:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary
Bruce A. McGary, Asst. Prosecutor
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SHELLEY LAMB
Notary Public, State of Ohio
My Commission Expires
January 20, 2030

HIGH POINTE

IN EXECUTION WHEREOF, High Pointe Custom Homes, LLC, an Ohio limited liability company, intending to be legally bound by the foregoing terms and conditions, has caused this Agreement to be executed by Mike Williams, its Member and President, on the date stated below, pursuant to a company resolution or the company's operating agreement.

SIGNATURE: _____

NAME: Michael K. Williams

TITLE: Member/President

DATE: 9/2/2025

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 2ND day of September, 2025 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be **Michael K. Williams**, in his capacity as the **Member** and **President** of **High Pointe Custom Homes, LLC**, an Ohio limited liability company, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to a company resolution or the company's operating agreement authorizing him to so act.

This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

Notary Public: _____

[SEAL]



SHELLEY LAMB
Notary Public, State of Ohio
My Commission Expires
January 20, 2030