

First Reading: June 3, 2025
Second Reading: Dispensed

RESOLUTION NO. 2025- 046

**A RESOLUTION APPROVING AN AGREEMENT WITH THE HARTZELL UNITED
METHODIST CHURCH FOR A YARD WASTE DISPOSAL SITE**

WHEREAS, the Board of Township Trustees of Sycamore Township wishes to approve an agreement to obtain access to a yard waste disposal through a site owned by the Hartzell United Methodist Church;

NOW THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The attached agreement between The Board of Township Trustees of Sycamore Township and the Hartzell United Methodist Church is hereby approved and the President of the Board and the Fiscal Officer, or the Township Administrator, are hereby authorized and directed to execute the Joint Agreement on behalf of the Board.

SECTION 2. That this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That the Board finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with any requirement

that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

SECTION 5.

This resolution shall take effect on the earliest date allowed by law.

VOTE RECORD:

Mr. Kellums aye Ms. Schwegmann aye Mr. Weidman aye

Passed at the meeting of the Board of Trustees this 3rd Day of June 2025.


Tracy Schwegmann, Chairman


Thomas J. Weidman, Vice-Chairman


Tracy Kellums, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed, and filed with the Sycamore Township Fiscal Officer, on this 3 day of June 2025.


Jonathan T. Deters
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:


Lawrence E. Barbieri, Law Director

ACCESS AGREEMENT

(1st Renewal June 1, 2025)

This Access Agreement (“Agreement”) is effective June 1, 2024 between the Leadership Board of Hartzell United Methodist Church (“HUMC”) and the Board of Township Trustees of Sycamore Township, Ohio (“Township”).

In consideration of the mutual promises contained herein, the parties agree as follows:

- 1.) **Right of Ingress and Egress.** HUMC hereby grants to the Township the right of ingress and egress over HUMC’s entrance drive off of Applewood Drive which is in Sycamore Township, down HUMC’s drive which is in Blue Ash, Ohio and across HUMC’s parking lot (the “Access Area”) for trucks and equipment to access the existing yard waste disposal site currently located adjacent to the western property line of HUMC, which site is owned by Hamilton County, Ohio. In the event HUMC conveys the Access Area to a third party during the Term of the Agreement or the renewal thereof, HUMC shall notify the Township within ten days of such conveyance.
- 2.) **Term.** The term of this (**Renewal**) Agreement shall be for one year beginning June 1, 2025 and continuing until May 31, 2026.
- 3.) **Consideration.** In consideration of this grant, the Township shall pay the sum of Three Thousand and no/100 dollars (\$3,000) to HUMC. Such payment shall be by check, shall be payable to Hartzell United Methodist Church and delivered to HUMC immediately upon the acceptance and proper execution of this Agreement.
- 4.) **Refund of Consideration.** In the event HUMC conveys the Access Area or takes such action as to render the access to the Township’s yard waste disposal site unusable during the initial term or renewal term of this Agreement, HUMC shall within sixty (60) days of such conveyance or action, refund the consideration paid by the Township under this agreement (or for any renewal period) prorated to the end of the term from the date of a qualifying conveyance.
- 5.) **Renewal.** HUMC will consider a one year renewal of this Agreement with the Township on the same terms, and for the same consideration noted above to be properly executed by June 1, 2025. After a cumulative two (2) years under this Agreement, the Township and HUMC can, if desired by both parties, negotiate a longer term Agreement or renew this one year agreement yet again. – **(This June 1, 2025 Agreement constitutes the first Renewal)**
- 6.) **Additional Regulations.** At all times while the Township is using the Access Area under the terms of this Agreement, or any renewal hereof, the following regulations shall be observed:
 - A.) The Township shall maintain the gravel drive, from the western side of the HUMC parking lot to the yard waste disposal site;
 - B.) A post and locked chain system shall continue to be used to discourage unauthorized use;
 - C.) Existing signs shall be maintained at the site as necessary.
 - D.) Access should be limited to Township employees, equipment and vehicles and contractors’ employees, vehicles and equipment only and only yard waste may be disposed of at the disposal site. (The exception to this Access is: contractors, surveyors, employees and any other persons authorized by the owners (Currently Hamilton County) of the land containing the yard waste area can have Access to the entire tract, including but not limited to the yard waste area.) Access by any other persons is prohibited. Notwithstanding the above, the

general public shall also be granted access to the Access Area on days when the Township is holding a mulch giveaway program. The Township will provide HUMC seven (7) days advanced notice of such giveaway programs by giving direct notice to the HUMC Leadership Board;

- E.) Access shall be permitted Monday through Saturday. No access shall be permitted on Sunday; unless specifically approved prior to the Sunday date by the HUMC Leadership.
- F.) Mud and debris deposited on HUMC property by the Township or its contractors shall be removed by the Township as needed. Ruts and/or other damage incurred on HUMC property as result of Township trucks, equipment, and/or persons accessing the yard waste area or its mulch under Township auspices shall be repaired by the Township as needed.
- G.) Upon completion of each leaf collection season, the post and chain system at the HUMC/County property line shall be locked and provision made on the graveled drive to permit mowing of the grass on either side throughout the year.
- H.) Hartzell shall not be liable for any physical and/or property damage to any person due to the Township usage of the Access Area.

7.) Previous Expired Contract: This Section is no longer applicable as the Township paid a pro-rated fee of \$7,250 on June 18, 2024 for previous access under terms of the expired contract.

NOTE: This Agreement is meant to be binding if executed under and for the term(s) noted above. Still, the Agreement is meant to be temporary in nature. HUMC is in the process of considering options for use of certain portions of its property. Those options may reconfigure how Access could be granted. One to two years (more) should be sufficient to determine if and where the HUMC property will be impacted. The Township has been a good neighbor as regards the yard waste Access. HUMC does not want to negatively impact the Township, but does desire to have the flexibility to possibly move forward with changes.

HARTZELL UNITED METHODIST CHURCH

By: Nancy E. N. Bobbitt

Nancy E. N. Bobbitt
Co-Chair Leadership Board, Hartzell United Methodist Church

By: Vicki Penley-Kelly

Vicki Penley-Kelly
Co-Chair Leadership Board, Hartzell United Methodist Church

SYCAMORE TOWNSHIP, OHIO

By: Greg Bickford

Greg Bickford
Township Administrator