

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, with Lenny Eliason presiding, Chris Chmiel and Charlie Adkins in attendance.

**Agenda**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the following agenda:  
Athens County Board of County Commissioners

Meeting Agenda for Tuesday, November 18, 2025 Convenes at 9:30 a.m.

**Approve Agenda**

**Approve Appropriations, Transfers, New Line Items Requests/Changes, Then & Nows, & Bills**

- Fund to Fund: Health Dept \$500.00 from 662.2662.580100 Transfer Out to 671.2671.422101 Transfer In
- Fund to Fund: Health Dept \$500.00 from 662.2662.580100 Transfer Out to 672.2672.422101 Transfer In
- Fund to Fund: Health Dept \$500.00 from 662.2662.580100 Transfer Out to 660.2660.422101 Transfer In
- Fund to Fund: Health Dept \$1,000.00 from 662.2662.580100 Transfer Out to 663.2663.422101 Transfer In
- Fund to Fund: Comm \$1,041.28 from 001.1236.589000 Transfer Out to 571.2571.417100 Other Rev-Pub Assist

- 9:30 Planner Connor LaVelle - ODNR/Rural Action Easement - Grant Proposals for Approval
- 9:45 DJFS Dir Jean Demosky - weekly updates
- 10:00 Boone Troyer- ACCVB
- 10:15 Francis Scolaro - Petition
- 10:30 W&S Supt Oscar Carson - weekly updates
- 11:15 Jessie Markins- Budget
- 11:30 LUNCH
- 1:00 Juvenile Court
- 2:00 Common Pleas Court

**Agenda Items**

- Amended Certificate
- Utility Permits
- Common Pleas Transfer \$51,213.00
- VOCA/SVAA Grant
- HAPCAP Letter of Support
- BOE Budget
- Auditor Contracts - JL Uhrig (3)
- Port Authority Appointments
- VOCA Grant Award
- Holiday Closing
- HVCRC Grant

**~TRAVEL**

- Engineer: Jeff Maiden; CCAO/CEAO Winter Conference, Downtown Columbus; 12/03 - 12/05/25
- Engineer: Andrea Frensdcho; CCAO/CEAO Winter Conference, Downtown Columbus; 12/04 - 12/05/25

**ADJOURNMENT**

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

**Appropriations, Transfers, New Line Items Requests/Changes, Then & Nows, & Bills**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Appropriations, Transfers, New Line Items Requests/Changes, including Fund to Fund: Health Dept \$500.00 from 662.2662.580100 Transfer Out to 671.2671.422101 Transfer In, Fund to Fund: Health Dept \$500.00 from 662.2662.580100 Transfer Out to 672.2672.422101 Transfer In, Fund to Fund: Health Dept \$500.00 from 662.2662.580100 Transfer Out to 660.2660.422101 Transfer In, Fund to Fund: Health Dept \$1,000.00 from 662.2662.580100 Transfer Out to 663.2663.422101 Transfer In, Fund to Fund: Comm \$1,041.28 from 001.1236.589000 Transfer Out to 571.2571.417100 Other Rev-Pub Assist and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 11/11/2025 To: 11/13/2025 and the bills are hereby the same and authorize the County Auditor to issue warrants on the County Treasurer for payment in the same.

Complete list of bills maintained in the Auditor's office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

#### **ODNR/Rural Action Easement - Planner Connor LaVelle**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve and authorize Commissioner Eliason to sign the Conservation Easement with EJB Enterprises. See the Conservation Easement on page 389 front & back.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

#### **Athens County Together Micro Grants - Planner Connor LaVelle**

Planner LaVelle provided the following applications review (2025 cycle)

Village of Jacksonville – \$1,000 to support children's activities and the senior center (supplemental to any other funding).

Millfield (via Chrystal Balloon Association, working with Dover Township Trustees) – \$1,000 toward playground improvements (rubber mulch, akin to Ferndale Park), alongside Athens Elks funding.

Formality: Applicants used the 2024 form; content is current. Connor confirmed local government support for Millfield and will request a W-9 from Crystal Balloon Association.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve both \$1,000.00 grants and proceed with announcements. See applications on back of page 382.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

#### **DJFS Dir Jean Demosky - Weekly Updates**

Dir Demosky provided the following weekly updates:

##### **1. SNAP & Outreach Updates**

- \* SNAP benefits: State has begun releasing partial allotments; many clients have received funds. Full release is expected tomorrow after state reprogramming/adjustments. Positive news ahead of Thanksgiving.
- \* Mobile services: Robin B. connected the department with a contact regarding shared mobile unit opportunities to extend services to remote areas. Updates to follow.

##### **2. Nelsonville Appraisal**

- \* Status: No response yet from appraiser Matt Sweeney on the Nelsonville property appraisal; a follow-up "ping" was sent this morning.
- \* Alternatives discussed: Consider contacting Larry Conrath Real Estate and/or Sweeney Commercial (Athens Co.) and asking Larry for other commercial-certified appraisers, given the limited pool.
- \* Note: Commissioners are contemplating sale of the building; appraisal is time-sensitive.

##### **3. CSEA 4D Contracts (Re-establishment)**

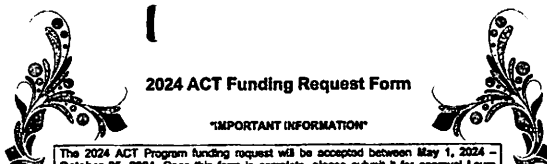
- \* State guidance: After meeting with Sabrina and another state representative, the state is supportive of re-establishing the 4D pass-through contracts.
- \* Scope: Sheriff, Domestic Relations, Prosecutor, Courts (total of five partners).
- \* Funding mechanics: As before—66% reimbursed through 4D; remaining 34% is borne by the respective office holder's budget.
- \* Contract management: Proposal to have Maximus draft/manage standardized contracts (they already do the county's indirect cost work and handle similar contracts in other counties). Meeting with Tate/Jill (Maximus) to be scheduled; Clerk will also solicit sample language via the clerks' group (state cannot share other counties' contracts).
- \* Key clauses to add/confirm:
  - \* Non-automatic add-on: Spending beyond contracted amounts is not guaranteed ("live within the contract").
  - \* Pause/exit clause: Allows pausing (or terminating) if funds or federal/state reimbursements are interrupted—avoids the previous need to terminate for lack of a pause clause.
  - \* Conflict safeguards: Address self-approval concerns (e.g., prosecutor's office) and require third-party or board sign-off as appropriate.
  - \* Notification triggers: Clear process/timeline for notifying partners if funds are exhausted or reimbursement rules change.

\* Timeline: Aim for January 1 effective date; draft contracts will come back to the Board for review/approval.

\* Board action: No vote taken today; consensus to proceed with drafting and bring back details.

##### **4. Community Cares Fund**

\* Transition plan: In lieu of operating the JFS-run nonprofit, Athens County Foundation will hold and manage the funds.



## 2024 ACT Funding Request Form

### "IMPORTANT INFORMATION"

The 2024 ACT Program funding request will be accepted between May 1, 2024 – October 25, 2024. Once this form is complete, please submit it for approval Laura Obers at lobers@athensoh.org OR mail it to the Athens County Regional Planning Department, 1 S Court Street RM 122, Athens, OH 45701.

Each team can receive up to \$1,000 for the 2023 ACT Program year. The deadline to turn in all receipts/paperwork is December 1, 2024.

Participating Community:  
Jacksonville

Team Leader(s):  
Rachel Gritz & Andrew Gregory

Each team must consist of at least 7 community members that represent at least one of the following criteria:

1. Elected official (Mayor, Council Member, TWP Trustee)
2. Young adult (ages 11 to 19)
3. Employed professional
4. Retired person or senior citizen
5. Local civic organization representative
6. Local school representative (employee, teacher, PTO member, etc.)
7. Local artist

Any additional members may be listed under any of these categories or listed as "team member".

Team members, their role in the community, and email:

Name	Representative Role	Email
Rachel Gritz	Elected Official/Council	rachelgritz@hotmail.com
Angela Stock	Elected Official/Council	astock2002@yahoo.com
Emily Swart	Retired Person	eswart@yahoo.com
Kathryn Hill	Employed Professional	kathryn.hill@gmail.com

Evelyn and Isaac Hill	Young Adults	kathryn.hill@gmail.com
Chloe Simons	Local School Representative	briston04@jaxsonvillev.com
Debbie Malone	Local Civic Organization	malone@jaxsonvillev.com
Andrew Gregory	Local Artist	asg04952@gmail.com

List a project your team would like to implement in your community:  
We will increase community engagement between residents through community meals and activities.

Our grant will have three parts: providing sports equipment for community use at the park, assisting with community meals, and hosting activities for residents to engage in throughout the year in Jacksonville.

How would this improve your community?  
It will provide opportunities for residents of all ages to be involved with one another doing positive activities.

The sports equipment will increase usage of the Jacksonville park space, while the meals and year-round activities create time for people to know each other better and develop stronger connections within our town.

List project expenses:

Item Description	Cost	Supplier	Additional Notes
Sports equipment and games	\$250	Amazon, Walmart, Menards	Free check-out rentals for use at local park
Supplies for community activities for adults and kids	\$400	Amazon, Walmart, Menards	Bi-monthly events for residents to participate in, crafts, coloring, woodworking, etc.
Community meals - food and supplies	\$250	Kroger, Aldi, Walmart	Meal after Trick-or-Treat and other community meals

Funding request amount: \$ 1,000  
 If you are using additional funds not provided by the grant to complete your community project, please list them below (ex. donations, sponsors, etc):

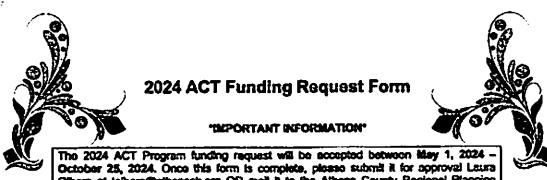

List a project your team would like to implement in your community:  
Miffield Park Restoration

How would this improve your community?  
Safety compliant for an area used as a playground.

List project expenses:

Item Description	Cost	Supplier	Additional Notes
Mulch	1,000	Landscape structures	combine cost with other grant

Funding request amount: \$ 1,000.00  
 If you are using additional funds not provided by the grant to complete your community project, please list them below (ex. donations, sponsors, etc):



## 2024 ACT Funding Request Form

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The 2024 ACT Program funding request will be accepted between May 1, 2024 – October 25, 2024. Once this form is complete, please submit it for approval Laura Obers at lobers@athensoh.org OR mail it to the Athens County Regional Planning Department, 1 S Court Street RM 122, Athens, OH 45701.

Each team can receive up to \$1,000 for the 2023 ACT Program year. The deadline to turn in all receipts/paperwork is December 1, 2024.

Participating Community:  
Chrystal Blue Association, Miffield Ohio

Team Leader(s):  
CEO Stephanie Stanley

Each team must consist of at least 7 community members that represent at least one of the following criteria:

1. Elected official (Mayor, Council Member, TWP Trustee)
2. Young adult (ages 11 to 19)
3. Employed professional
4. Retired person or senior citizen
5. Local civic organization representative
6. Local school representative (employee, teacher, PTO member, etc.)
7. Local artist

Any additional members may be listed under any of these categories or listed as "team member".

Team members, their role in the community, and email:

Name	Representative Role	Email
CEO Stephanie Stanley	executive Director/pressure	helpchrystalblue@gmail.com
Laura Jordan	Co-Director/secretary	helpchrystalblue@gmail.com
Shannon Converse	marketing specialist	helpchrystalblue@gmail.com

Partnering with the Jacksonville Fire Association for publicity and marketing and to help provide community meals. In-kind donations from residents to support activities year-round.

Athens County Laws and Regulations  
 There are laws and regulations found in each neighborhood, village, town, city, township, county, state, and at the national level. Each of these regulators have various responsibilities for the various areas of development. Multiple permits may be required from a variety of entities, for example, a village council may require a permit approved for use of the park/shelter, if food is served at your event you will need approval from the Athens City-County Health Department. Some of these forms can be found online, but you may have to speak directly with the city council to obtain the necessary approval.

Make a list of requirements needed/acquired for your project (if applicable). If a permit was obtained for your project please attached it to this form:  
not applicable

Teams can engage through community meetings (in-person or virtual), social media, email, or something as simple as an informational post/flyer.

List how you have been engaging with your team and/or community members:

Form of Engagement	Additional Notes
Team meetings	Planning, discussing ideas, reviewing feedback from last year's programming
Posts on Facebook and Village website	Promoting upcoming activities
Door-to-door conversations	Gathering feedback from previous participants and residents

Once this form is complete, please submit it for approval to Laura Obers at lobers@athensoh.org OR mail it to the Athens County Regional Planning Department, 1 S Court Street, RM 122, Athens, OH 45701.

applying for a donation from Athens Elks in the amount of \$10,000 to assist with remaining mulch ground set up for skyrim elmer playground equipment

Athens County Laws and Regulations  
 There are laws and regulations found in each neighborhood, village, town, city, township, county, state, and at the national level. Each of these regulators have various responsibilities for the various areas of development. Multiple permits may be required from a variety of entities, for example, a village council may require a permit approved for use of the park/shelter, if food is served at your event you will need approval from the Athens City-County Health Department. Some of these forms can be found online, but you may have to speak directly with the city council to obtain the necessary approval.

Make a list of requirements needed/acquired for your project (if applicable). If a permit was obtained for your project please attached it to this form:  
Mulch for safety compliance skyrim elmer play ground equipment.

Teams can engage through community meetings (in-person or virtual), social media, email, or something as simple as an informational post/flyer.

List how you have been engaging with your team and/or community members:

Form of Engagement	Additional Notes
meetings	
e-meets	

Once this form is complete, please submit it for approval to Laura Obers at lobers@athensoh.org OR mail it to the Athens County Regional Planning Department, 1 S Court Street, RM 122, Athens, OH 45701.

JFS can continue fundraising and make draws for the three supported programs (e.g., Winterfest/Back-to-School/Operation Full Belly) without needing a separate 501(c)(3).

\* Effect: Maintains service support while reducing administrative burden (no nonprofit board/minutes required).

#### **Executive Session - DJFS**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to enter into executive session at 9:46 with Dir Jean Demosky, Assist Dir Lisa Radford, and Administrator JoAnn Rockhold to discuss discipline of a public employee and labor negotiations.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

#### **Regular Session**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to return to regular session at 10:16 with No Action to be taken at this time.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

#### **ACCVB - Boone Troyer**

Boone Troyer presented the 2025 Highlights and Performance for the Visitor's Bureau:

##### **1. 2025 Highlights & Performance**

\* Record year: Most successful year in the organization's history—highest number of national events brought to the area and sustained growth each quarter.

\* Headquarters move: Relocated from the former house to 8 W. Stimson Ave.

\* Interior designed with Hoon Contracting & BDT Architects; open house held last month.

\* Visitor traffic: First month at the new site exceeded half a year of foot traffic at the old location, attributed to better visibility/accessibility and improved facility condition.

##### **2. Strategic Plan (launching Jan 2026)**

\* Led by a tourism professional from the Ohio Travel Association; emphasizes actionable checklists (not a "shelf" plan).

\* Core goals:

\* Deepen ties with Ohio University.

\* Elevate smaller communities (mayor engagement, local asset development).

\* Update board structure and internal ops to match growth.

##### **3. Organizational Professionalism & Roles**

\* Focus on operating as a professional, state-recognized tourism economic development office.

\* Role updates:

\* Amy Spouts – Group Sales Manager: Direct recruitment of conferences/groups; serves on Ohio's Appalachian Country, Ohio Society of Association Professionals; Tourism Leadership Academy grad.

\* Liz Merrill – Finance Manager: HAPCAP rep; Tourism Leadership Academy grad.

\* Joel Prince – Creative Director: Leads design/photography/guide/social; regional branding cohort; Tourism Leadership Academy grad.

\* Director: 2026 President of OACVB, board member of Ohio Travel Association, Tourism Leadership Academy valedictorian, and new EODA board member Boone Troyer.

##### **4. Grants, Events & Partnerships**

\* Grant program: Grew from \$15K – \$45K over three years; added two \$5K Innovation Awards; 32 applicants last cycle.

\* Major 2025 events/conferences (selected): BMW RA National Rally (signature win after 2 years of courting), annual flat track race, Iowa HOG Rally, Black Alumni Weekend, AAA Travel Show, Heartland Travel Showcase, Small Market Meetings, CORA Bike Conference, Solstice Car Classic, Jeep/ADV rallies, Waylon Wayne, Athena Red for Women, and more.

\* OU & Armory collaborations and statewide relationship-building continue.

##### **5. Marketing & Reach**

\* Visitor Guide distribution expanded across the East Coast and Canada; Toronto digital billboard focused on Windy 9; ads placed in Canadian publications.

\* Niche print buys: RoadRunner (motorcycle), Hocking Hills/outdoor rec (featuring Bailey's Trail).

\* Pro sports yearbooks/programs: Multi-league placements (NFL, NBA, NHL, MLB); rotating Pittsburgh and Detroit creatives (general brand; Windy 9 for Detroit); leverages large, captive audiences.

\* Broadway programs (Encore): Full-page buys in Charlotte, NC and Atlanta, GA (e.g., Wicked) to reach seated, device-free patrons.

6. Data, Measurement & Impact

- \* Placer AI in production: geofences attractions, hotels, and events to measure origins, flows, dwell, and visitor journeys; now includes spend estimates (credit-card-based panel data).
- \* Can produce custom, site-specific reports (e.g., top 10 visited, Bailey's, Windy 9, wineries, individual hotels) in ~a day per set; hotels receive comparative packets during lodging meetings.
- \* After normalizing for more rooms and higher ADRs, Athens County shows ~7% quarterly growth attributable to CVB efforts.
- \* Commissioners requested more economic reporting (jobs supported, spend lift, trendlines); bureau will prepare 1-2 page summaries and can brief one-on-one.

7. Positioning & Community Balance

- \* Tourism framed as economic development (lodging, dining, fuel, retail, parking, etc.).
- \* Strategic stance: Grow without over-tourism—avoid paths like Asheville/Hocking Hills; keep benefits local, engage communities, and manage capacity.

8. 2026 Priorities & Campaigns

- \* Implement strategic plan (see above).
- \* Riverway designation initiative with a planned paddling product/route culminating in Coolville (coordination with Connor in progress).
- \* ADV/Gravel motorcycle routes: Partnering with RoadRunner; national Backcountry Discovery Routes (BDR) loop will include Athens—timed co-release of maps/routes for amplified marketing.

9. Administrative & Policy Notes

- \* Short-term lodging/tax compliance: Outreach to new "extended-stay" operators; reminder that stays <30 days trigger certain requirements.
- \* Code regulation model: Bureau reviewed Ottawa County's guideline (shared by Auditor) and found it suitable to support enforcement (including lodging tax compliance).
- \* Creative assets: Bureau welcomes high-quality photos for the revamped website and upcoming Visitor Guide production window.

**Francis Scolaro - Petition**

**Parcel at End of Frum Road & Access Issue**

- \* Requester: Francis Scolaro and spouse; recently moved back into a long-time family home.
- \* Ask: Permission/process guidance to purchase a 1.6-acre township parcel at the end of Frum Road (now a dead-end due to a road slide).
- \* Reason:
  - \* The corner stake of the parcel sits at the end of his driveway; when/if the road is formally abandoned, he would no longer have legal access to the turnaround because he does not currently own adjacent land there.
  - \* Their house sits on ~3 acres atop a narrow "finger" with steep drop-offs; they own an additional ~17 acres beyond. Practical access for trucks/trailers to those 17 acres is via the turnaround; other approaches are too steep or blocked since the slide.
  - \* Operational impacts today: Trash hauler must back down the road; repairing a dead-end road deemed not financially viable by the requester after discussing with Curtis and Brian Baker.
- \* Site observation: Commissioner Adkins noted he visited the site that morning.

**Jurisdiction & Process**

- \* Ownership/Jurisdiction: The land in question is township property (likely acquired via a state project per markings on the plat).
- \* County role: County Commissioners have no authority over township property; trustees are an independent body.
- \* Next steps (for Mr. Scolaro):
  - \* Work directly with the Township Trustees.
  - \* Trustees should consult their legal counsel on the proper disposition process (township law/process may differ from county/city).
  - \* Expect a public sale mechanism (e.g., auction or sealed bids) with required public notice/advertising; private sale is not permitted.
  - \* Because the parcel may have been acquired from the State of Ohio, there may be a reverter clause; a state release could be needed before any sale.
- \* Commissioners' position: No objection from the county; emphasized the county has no formal role. Mr. Scolaro may cite this guidance back to township officials; any legal questions should go through township counsel.
- \* See petition documents on back of page 384.

14 November 2023

A PETITION TO THE ATHENS COUNTY COMMISSIONERS

FROM: Francis and Piper Scolaro  
6725 Frum Rd  
Athens, OH 45701  
Francis.scolaro@gmail.com  
Piper1313@gmail.com

Dear Commissioners,

We are petitioning to acquire parcel #A010910027394 legal description SECT 7-13 FRA 35 1.61 as noted in the Athens County Tax assessors' website as DEED\_REF 329-1200 through a purchase or transfer.

**BACKGROUND:** This parcel is located at the north end of Frum Rd. It serves the Township to enable any repairs or maintenance the turn around which shares a boundary on one side. The parcel shares two sides with our property and one with the State of Ohio. The turnaround and parcel are cut off from any public access due to a land slide which rendered the end of Frum Road to the turnaround inaccessible. The only access to the turnaround is now through our driveway. Our driveway affords us vehicular access to the turnaround and to the remainder of our property. The topography of the parcel is generally fielded, rocky with a fairly steep grade of heavy brush from when the State built new US 33.

I have discussed this request with Mr. Curtis Mayle from the Athens Road Department who referred me to the Athens County Township Trustees. I spoke with Mr. Brian Baker, one of the Trustees who told me this matter needed to go to the County Commissioners before the Trustees could entertain the request. We understand it is cost prohibitive to repair the slide and agree. Additionally, we understand road affected by the slide and the turnaround, which is cut off from public access will be considered abandoned, and the Township is no longer maintaining the portion after the new established dead end.

Due to the location and topography of the turnaround and the property boundaries of our property, we need continued access to the turnaround to get access to 17 of our 20-acre parcel. Our home sits on an elevated finger of land from the remaining 17 acres and bordered by Frum Rd. By acquiring this parcel, we will have access to the previous road and turnaround to maintain access to the remaining 17 acres of our property.

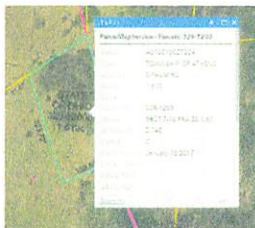
I have attached an overhead view of the parcel and its orientation to our property and additional photos of the slide and our lower gated access in relation to the turnaround.

Lastly, we understand that we would be responsible for maintaining the turn around to ensure our access and that by acquiring this parcel, taxes will be assessed against it, which would be our responsibility. Thank you for this consideration and please let us know if you have any additional questions.

Sincerely,

Francis and Piper Scolaro

Attachment 1



Attachment 2



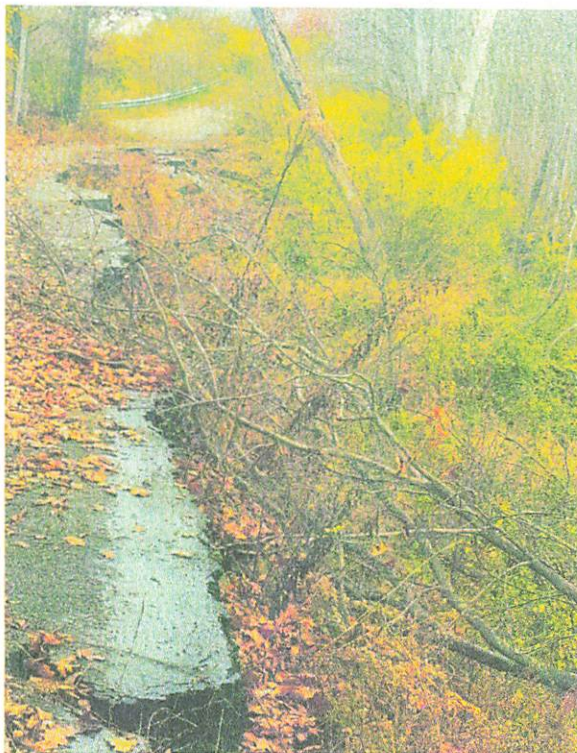
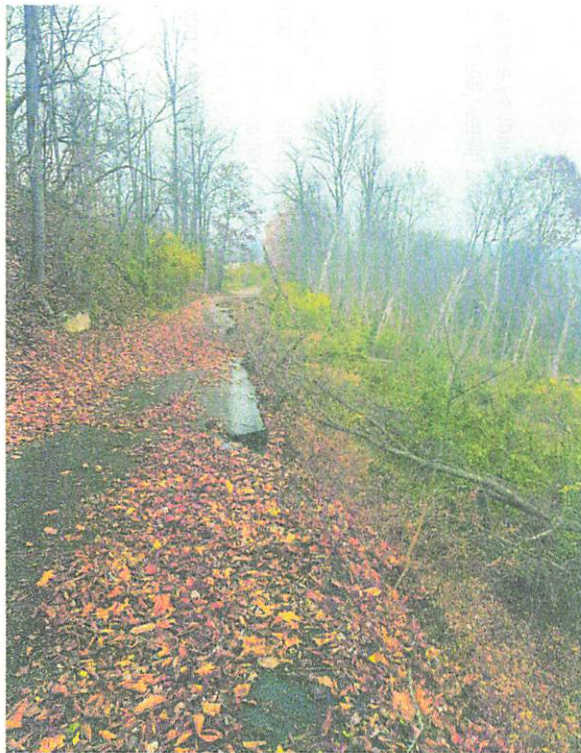
Attachment 3



Attachment 4



View from the turnaround towards the slide, our driveway and gated access to 17 of our 20 acres



**No Engine Brake Signage Request - Francis Scolaro**  
No Engine Brake" Signage Request (US-33/682 corridor)

Separate issue raised by Mr. Scolaro: Install "No Engine Brake" (Jake brake) restrictions/signage from the top of the hill on the new US-33 into the 682/Richland area.

Prior reply indicated waiting until full construction completion (~3 years), but the requester argues the specified segment is already four lanes and not under construction.

Jurisdictional guidance:

The targeted segment is believed to be inside the City of Athens, not county jurisdiction.

Action: Contact the City Safety-Service Director (or Assistant Andrew Chiki) to initiate the request. City will coordinate with ODOT as needed.

**W&S - Budget**

W&S Supt Oscar Carson & Manager Stephanie Morris presented the 2026 W&S Budget.

**W&S Supt Oscar Carson - Weekly Updates**

1. Contracts & Project Admin

- \* DLZ construction contract:
  - \* Awaiting finalization; last seen returned from TL with changes; Gary reportedly said "looks good," but no executed contract on file yet.
  - \* Action: Staff to confirm with TL that the DLZ agreement is final, get Gary's sign-off, then execute/send.

2. Developer & Connections Updates

- \* Avenel project (sewer line & station ownership):
  - \* Mr. Funk (junior partner) contacted; still undecided.
  - \* He plans to attend next Tuesday's meeting to discuss.
  - \* Staff relayed board position: if developer insists on retaining ownership of private sewer line/pump station, they must come before the board; default policy is county ownership.
- \* Plains apartment projects:
  - \* East First St. site: Breaking ground now.
  - \* Beside bus garage: Equipment staged; work to start right after Thanksgiving.
- \* Route 50 water connections: Several new sign-ups since notice of turnover; many residents decided to connect now that it's required/impending.

**Amended Certificate**

A motion was made by Mr. Adkins and seconded by Mr. Eliason acknowledging receipt of the Amended Certificate for Athens County, Athens County Commissioners, dated November 18, 2025 prepared by Jill Davidson, Athens County Auditor.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, absent; Mr. Adkins, yea.

**Utility Permits**

A motion was made by Mr. Adkins and seconded by Mr. Eliason to approve the following Utility Permits:

Permit No. 25-640  
 From: AEP  
 369 E. O'Connor Ave  
 Lima, OH 45801

We hereby request permission to install utility lines within public right-of-way limits.

Location of work: Co Rd # 30, Co Rd Name: Hocking Parkway

Description of Work: Electric

Type of Installation: Other - Replacing Utility Poles

Estimated Project Schedule: 11/07/2025 - 05/16/2026

Agreed to by: /s/Chris Postle, AEP

Athens County Commissioners

/s/ Lenny Eliason

/s/ Chris Chmiel

/s/ Charlie Adkins

/s/Jeff Maiden, Athens County Engineer

Permit No. 25-641  
From: AEP Ohio  
700 Morrison Rd  
Gahanna, OH 43230

We hereby request permission to install utility lines within public right-of-way limits.

Location of work: Co Rd # 1, Co Rd Name: Kimberely  
Description of Work: Electric  
Type of Installation: Utility Pole Installation & Fiber Optic Line  
Estimated Project Schedule: 02/06/2026 - 08/06/2026

Agreed to by: /s/Emily Covert, AEP

Athens County Commissioners

/s/ Lenny Eliason

/s/ Chris Chmiel

/s/ Charlie Adkins

/s/Jeff Maiden, Athens County Engineer

Permit No. 25-642  
From: AEP Ohio  
700 Morrison Rd  
Gahanna, OH 43230

We hereby request permission to install utility lines within public right-of-way limits.

Location of work: Co Rd # 73, Co Rd Name: Wolfe-Bennett  
Description of Work: Electric  
Type of Installation: Utility Pole Installation & Fiber Optic Line  
Estimated Project Schedule: 02/06/2026 - 08/06/2026

Agreed to by: /s/Emily Covert, AEP

Athens County Commissioners

/s/ Lenny Eliason

/s/ Chris Chmiel

/s/ Charlie Adkins

/s/Jeff Maiden, Athens County Engineer

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, absent; Mr. Adkins, yea.

#### **Common Pleas Transfer \$51,213.00**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Common Pleas Transfer of \$51,213.00.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

#### **VOCA/SVAA Grant**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to authorize Commissioner Eliason to sign the VOCA/SVAA Grant Award for 2025-2026 for the Prosecutor's Office. The grant period is from October 1, 2025 through September 30, 2026.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

#### **HAPCAP Letter of Support**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to ratify the HAPCAP Letter of Support for Mobility Management: November 5<sup>th</sup>, 2025

Ohio Department of Transportation,

The Board of Athens County Commissioners is pleased to extend our full support for HAPCAP's Athens & Hocking Mobility Management Program. HAPCAP has demonstrated exemplary leadership in managing this critical transportation service, which is especially vital in our rural communities.

In areas like Athens and Hocking counties, where residents who lack personal transportation options face numerous challenges, the Athens \* Hocking Mobility Management Program is a lifeline. It serves individuals with disabilities by ensuring they have access to essential appointments, many of which require travel beyond county lines. This service bridges significant gaps in access, improving quality of life for those who might otherwise face substantial barriers to mobility.

We respectfully urge the Ohio Department of Transportation to continue funding this valuable program, as it plays an irreplaceable role in supporting the health, independence, and well-being of our rural residents.

Thank you for considering this request, and please don't hesitate to reach out if you have further questions or require additional information.

Respectfully,

/s/Lenny Eliason, President

/s/Charlie Adkins

/s/Chris Chmiel

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

#### **BOE Budget**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approved releasing the previously-withheld \$100,000.00 in BOE Budget.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

#### **Auditor Contracts - JL Uhrig (3)**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Three (3) JL Uhrig Contracts:  
Athens County Outside Agencies, for each of the Fiscal Years Ended 12/31/2025 through 12/31/2027  
Athens County ACFR GAAP, for the Years Ended December 31, 2025, 2026 and 2027  
Athens Count PAFR, for the Years Ended December 31, 2025, 2026 and 2027

Contracts Available on file in the Commissioners Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

#### **Port Authority Appointments**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the reappointments of Faith Knutsen, Tim Warren, & Mick Harris for Port Authority. See back of page 387 for the Port Authority Appointments.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

#### **Recorders - Budget**

Jessie Markins presented the 2026 Recorders Budget.

#### **VOCA Grant Award**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve and authorize Commissioner Eliason to sign the CASA VOCA Grant Award and Acceptance Documents.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

#### **Holiday Closing**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Holiday Schedule: close at noon on December 24, 2025; closed December 25, 2025; and closed December 26, 2025.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

# Athens County Commissioners



15 South Court St  
Athens, Ohio 45701  
(740) 592-3219  
Visit us at our website:  
co.athensoh.org

Charlie Adkins  
cadkins@athensoh.org  
Chris Chmiel  
cchmiel@athensoh.org  
Lenny Eliason, MPA  
leliason@athensoh.org

JoAnn Rockhold  
Administrator  
jsikorski@athensoh.org  
Telephone (740) 592-3292  
Alison Pierson  
Clerk  
apierson@athensoh.org  
Telephone (740) 592-3202

November 25, 2025

November 25, 2025

Faith Knutsen  
13840 Mansfield Road  
Athens, Ohio 45701

Dear Ms. Knutsen:

The Board of Athens County Commissioners, in its regular meeting on November 18, 2025, re-appointed you to serve on the Athens County Port Authority. You will be filling an unexpired term ending on October 31, 2029.

Thank you for your willingness to serve Athens County in this capacity.

Sincerely,

Lenny Eliason, President

Charlie Adkins, Vice-President

Chris Chmiel

ACC:jr

# Athens County Commissioners



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Clerk  
apierson@athensoh.org  
Telephone (740) 592-3202

November 25, 2025

Mick Harris  
PO Box 127  
15 N. Liberty St  
Amesville, Ohio 45711

Dear Mr. Harris:

The Board of Athens County Commissioners, in its regular meeting on November 18, 2025, re-appointed you to serve on the Athens County Port Authority. You will be filling an unexpired term ending on October 31, 2029.

Thank you for your willingness to serve Athens County in this capacity.

Sincerely,

Lenny Eliason, President

Charlie Adkins, Vice-President

Chris Chmiel

ACC:jr

The Board of Athens County Commissioners is an Affirmative Action employer and does not discriminate for reasons of race, gender, age, religion or disability.



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Clerk  
apierson@athensoh.org  
Telephone (740) 592-3202

November 25, 2025

Tim Warren  
5565 Warren Dr.  
Nelsonville, Ohio 45674

Dear Mr. Warren:

The Board of Athens County Commissioners, in its regular meeting on November 18, 2025, re-appointed you to serve on the Athens County Port Authority. You will be filling an unexpired term ending on October 31, 2029.

Thank you for your willingness to serve Athens County in this capacity.

Sincerely,

Lenny Eliason, President

Charlie Adkins, Vice-President

Chris Chmiel

ACC:js

The Board of Athens County Commissioners is an Affirmative Action employer and does not discriminate for reasons of race, gender, age, religion or disability.



**HVCRC Grant**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve and authorize Commissioner Eliason to sign the HVCRC Grant Agreement for Community Corrections Facilities:

This Grant Agreement is made and entered into by and between the State of Ohio, Department of Youth Services (hereinafter referred to as "Department") and the Hocking Valley Community Residential Center (hereinafter referred to as "Grantee") located in Athens County.

The Grantee has made application to the Department to fund a sixteen-bed facility and has submitted a grant plan for the use of these funds. The Department approves funding for the Grantee in the sum of \$2,488,507.00 for the period beginning July 1, 2025, ;and ending June 30, 2026, subject to the terms and conditions of this agreement.

See Full Agreement on back of page 388.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

**Travel**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the following travel:

Engineer: Jeff Maiden; CCAO/CEAO Winter Conference, Downtown Columbus; 12/03 - 12/05/25

Engineer: Andrea Friendscho; CCAO/CEAO Winter Conference, Downtown Columbus; 12/04 - 12/05/25

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

**Opioid Settlement**

Opioid settlement funds:

- \* A local group is preparing a comprehensive proposal for use of funds; the Board will review once submitted.
- \* Public interest noted (e.g., Bridge Builders). Commissioners requested a simple email/one-pager outlining how organizations can request funds and basic eligibility.
- \* Ballpark balance discussed: ~\$300,000 accrued to date; none spent yet.
- \* Allowable uses lean toward prevention and treatment; only limited support for direct law-enforcement operations.
- \* Commissioners asked to explore whether any court- or sheriff-related needs (e.g., supportive services) could legitimately qualify within settlement guidelines.

**Suspend Rules**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to suspend the rules and declare an emergency and add the following to the agenda:

Surplus - Clerk of Courts/Title

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

**Surplus - Clerk of Court/Title Office**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the declared surplus to destroy for the Clerk of Courts/Title Office.

Description:

4 High Back Office Chairs

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

**Juvenile Court - Budget**

Judge Saunders presented the 2026 Juvenile Court Budget.

**Common Pleas Court - Budget**

Judge McCarthy & Judge Lang presented the 2026 Common Pleas Court Budget.

**GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES**

This Grant Agreement is made and entered into by and between the State of Ohio, Department of Youth Services (hereinafter referred to as "Department") and the Hocking Valley Community Residential Center (hereinafter referred to as "Grantee") located in Athens County.

The Grantee has made application to the Department to fund a sixteen-bed facility and has submitted a grant plan for the use of these funds. The Department approves funding for the Grantee in the sum of \$1,489,597.00 for the period beginning July 1, 2025, and ending June 30, 2026, subject to the terms and conditions of this agreement.

**A. TERMS AND CONDITIONS:**

1. The Grantee agrees to implement the plan as outlined in the grant application submitted by the Grantee and approved by the Department (including any conditions hereafter imposed by the Department for purposes of provisional approval).
2. Grantee agrees to submit a budget plan which is reviewed and approved by the Department.
3. The Grantee agrees to comply with Ohio Revised Code Section 5139.36 and Ohio Administrative Code Chapter 5139-36.
4. The obligations of the Department under this agreement are subject to the determination of the Director that sufficient funds have been appropriated by the General Assembly to the Department for the purposes of this agreement and to the certification of the availability of such funds by the Director of Budget and Management as required by R.C. 126.07.
5. The initial amount of funding approved by the Department under this agreement is subject to quarterly review by the Department and may be increased or reduced based upon occupancy, operational and maintenance needs of the Facility and availability of funds. Budget adjustments will not be made without this review. The Facility will be notified in writing of any change in the initial funding within 10 working days after the review of the budget. The decision of the Director shall be final and is not appealable.
6. The Grantee agrees that it will not employ as staff, or on a contract basis, any employee of the Department.

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Michael Garrett, Deputy Director  
30 West Spring Street, 5th Floor  
Columbus, Ohio 43215  
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7. The Grantee will make its best efforts to augment the funding received from the Department through other funding resources, including but not limited to: tuition reimbursement, Medicaid, NSLA, and other sources identified by the Department.
8. The Grantee agrees to serve youth who would have otherwise been committed to the Department.
9. The Grantee agrees to serve youth who are in the Department's custody per Ohio Revised Code 5139.36(E)(2).
10. The Grantee shall ensure that the average daily population (ADP) for the funded period meets or exceeds a minimum threshold of eighty percent (80%) of the facility's funded bed capacity.
11. The Grantee agrees that the approved funds shall only be used to support operations and maintenance costs of the Facility and shall not be used for the provision of aftercare services.
12. The Grantee agrees to be ACA accredited.
13. The Grantee agrees to be PREA certified.
14. The Grantee agrees to maintain the Problematic Sexual Behavior certification.
15. Grantee agrees that it shall not use or disclose any information and records made available to it for any purpose other than to fulfill its obligations under this Agreement. Grantee specifically agrees to comply with all applicable state and federal confidentiality, privacy and disclosure laws, rules, and regulations, including but not limited to Ohio Revised Code 3701.243, R.C. 5139.05(D), R.C. 3319.321, the Family Educational Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. § 1232g, 34 C.F.R. Part 99 and 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. § 1320d et al., and 45 C.F.R. Parts 160 and 164, in the performance of services under this Agreement and the program under which this Agreement exists.
16. The Grantee shall implement and maintain the following admission criteria:
  - a. Youth accepted to the facility must be an adjudicated felony offender who has been diverted to the facility in lieu of a commitment to the Department of Youth Services.
  - b. Youth's age is 12-20 for secured facility & 12-17 for non-secured facilities

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- e. The CCF shall not admit any juvenile who is a resident of another state or country unless the CCF documents that the party making the placement has the legal authority to make the placement.
- d. Although not an automatic exclusion from consideration, a youth's acceptance into a CCF is predicated on demonstrating a genuine desire and commitment to engage with the program's offerings.
  - e. Will accept youth whose needs can be met by the services provided by the facility.
  - f. Cannot be actively suicidal or homicidal
- g. The CCF reserves the right to exclude a youth from admission if the facility determines that it cannot adequately address the individual's mental health and safety needs, such as those requiring acute medical care and continuous 24-hour supervision.
- h. No youth exhibiting severe withdrawal symptoms from drugs or alcohol will be accepted prior to their detoxification.
- i. Program acceptance requires a behavioral review. Individuals exhibiting violent or aggressive conduct—such as assault, severe self-harm, sexually inappropriate behavior, or riot participation—or a pattern of frequent critical incidents indicating significant behavioral challenges may be denied admission if this behavior occurred within the 90 days preceding the application.
- j. No youth will be accepted or denied admission based upon sex, disability, race, creed, ethnicity, gender, or national origin.
- k. Youth not meeting the above criteria may be considered on a case-by-case basis.

**B. PROGRAM EVALUATION:**

1. The Grantee shall maintain statistical records for the grant in the format and frequency as established by the Department.
2. The Grantee shall prepare and submit to the Department a report comprised of statistical data pursuant to the Department's instructions.
3. The Grantee shall prepare and submit to the Department reports comprised of the statistical data set forth above based upon the time frame established by the Department.
4. The Grantee agrees to maintain intake and assessment forms for each youth referred or placed in the Facility.

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5. All provisions above include the use of the Department's case management system.
6. The Grantee acknowledges that failure to comply with Items (B) (1) through (5) of this Grant Agreement may result in delayed grant payments to the Grantee.

**C. COMPLIANCE:**

1. The Grantee agrees that it will cooperate with and provide any additional information as may be required by the Department to fulfill its obligation in the administration and evaluation of the facility and program.
2. The Grantee understands that failure to comply with the rules of Chapter 5139-36 of the Ohio Administrative Code, which are applicable under this Grant Agreement, may cause for the Director of the Department of Youth Services to terminate further funding. Furthermore, the Grant Agreement may be terminated by the Department in accordance with section D of this agreement and/or if:
  - a. There has been a reduction in the quality and extent of the program services.
  - b. There has been a financial or audit disclosure involving misuse of state funds.
  - c. A substantial reduction in commitments to the Department is not achieved, as indicated in the approved plan.
  - d. Program modifications required by the Department are not made.
3. The Grantee agrees to compensate the Department for the costs of any audit performed by the Auditor of State which is deemed necessary by the Department.
4. The Grantee understands that, per OAC 5139-36-07 (D), fiscal audit findings, once resolved, shall be paid from the governing county's general fund. The governing county's fiscal agent shall be required to refund to the department from the governing county's general fund the amount of the fiscal finding within forty-five days of notification unless an appeal of the exception is filed. For a multi-county facility, the amount of the fiscal finding may be refunded to the department, in accordance with a multi-county agreement, from the general revenue fund of multiple counties, provided that all counties in the multi-county facility have agreed as documented through the terms of the annual grant agreement signed by all the counties.

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**D. TERMINATION:**

1. The Department shall provide written notice to the Grantee of any intention to terminate funding. This notice will be provided thirty (30) days prior to any such action being taken.
2. The Grantee shall have thirty (30) days following the receipt of such notice to present a request for reconsideration to the Director of the Department of Youth Services. The decision of the Director shall be final and is not appealable.
3. Either the Department or the Grantee may terminate this agreement without cause by providing the other party written notification of the date of the termination, which shall not be less than thirty (30) days from the date of the written notice.

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**E. AUTHORIZED SIGNATURES:**

**THE OHIO DEPARTMENT OF YOUTH SERVICES:**

Director \_\_\_\_\_ Date \_\_\_\_\_

**FACILITY:**

\_\_\_\_\_ 11-17-25  
Facility Administrator Date  
Community Correctional Facility

**GOVERNING BOARD (one for each member):**

\_\_\_\_\_ Date \_\_\_\_\_

**COUNTY COMMISSIONER (Physical Plant Site):**

\_\_\_\_\_ 11/17/25  
Date

Division of Community-Based Innovations & Solutions  
Michael Garrett, Deputy Director  
30 West Spring Street, 5th Floor  
Columbus, Ohio 43215  
www.dys.ohio.gov

CONSERVATION EASEMENT

This Deed of Conservation Easement (hereinafter Conservation Easement), dated November 15, 2025, is made and entered into pursuant to Ohio Revised Code ("R.C.") Sections 5301.67 through 5301.70 by EJB Enterprises LLC (Grantor), having an address of 6750 Hawk Rd., New Mansfield, OH 44868 and the Board of Commissioners of Athens County, Ohio, a political subdivision of the State of Ohio (Grantee and Enforcing Agency, hereinafter "the Board") for the purpose of subjecting certain property (the Easement Area) to the activity and use limitations set forth herein. The parties agree that the Ohio Department of Natural Resources, (ODNR), has the right to enforce this Conservation Easement as if it were a party to this Conservation Easement, as its interest may appear herein. This Conservation Easement is entered into for the purpose of preserving the Easement Area, in perpetuity, as a forested riparian buffer described herein.

Grantor claims title by Deed of Trustee, recorded in official record, Volume 451, Page 461, on 9/03/2010 in the Athens County Recorder's Office.

and/or Key/Tax Number: A040020039900, G010010048902

WHEREAS, Grantor is receiving ODNR funds via an H2Ohio grant award agreement between Rural Action Inc. (RA) and ODNR, Legal Contract ID No. 2025-0731, to construct a certain project on certain land property;

WHEREAS, Grantor is the Owner in fee of certain real property, which contains the Easement Area and is situated in the unincorporated area of Athens Township and Dover Township, Athens County, Ohio, which is more particularly described in Exhibit A, attached hereto and made a part hereof and;

WHEREAS, pursuant to Exhibit A, Description of a 42.47 Acre Conservation Easement, attached hereto and fully incorporated herein, the parties to this Conservation Easement agree to the following:

**Grant of Easement:** Subject to existing encumbrances, reservations, restrictions and matters of record, including, but not limited to, those set forth below, Grantor hereby grants and conveys to the Board, its successors and assigns, an estate, interest, easement and servitude in and to the Easement Area of the nature and character and to the extent hereinafter expressed, to be used to constitute a servitude upon the Easement Area, which estate, interest, easement and servitude will result from the covenants and restrictions set forth herein and hereby imposed upon the use of the Easement Area by Grantor, and, to that end and for

the purpose of accomplishing the intent of the parties hereto, the Grantor covenants on behalf of itself, its successors and assigns, with the Board, its successors and assigns, to do and refrain from doing, severally and collectively, upon the Easement Area, the various acts hereinafter described; it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof, is and will be for the benefit of the Board.

A. The purpose of this Conservation Easement is to permanently maintain the Easement Area as a forested riparian buffer. In accordance with this purpose, the Easement Area may be used as a low impact recreational area for activities such as fishing, hunting, hiking and wildlife observation.

B. The Grantor shall provide (30) days advance notice, in writing, to the Board prior to initiating any transfer of the property.

C. The Easement Area, subject to the existing uses described herein, will be retained forever, predominantly in its open space condition. As herein used, the term "open space" is intended to mean that no buildings, billboards, signs or other structures of any kind, either temporary or permanent, shall be placed or erected on the Easement Area, unless otherwise expressly provided herein. The use of the Easement Area is confined to low impact recreational activities such as fishing, hunting, hiking, and wildlife observation that are not inconsistent with the general purpose of this Conservation Easement.

D. Any use of the Easement Area that will impair or interfere with its use as a forested riparian buffer is forbidden. Future development to enhance the use of open space may be provided in as much as they are consistent with the general purpose of the Conservation Easement and the predominant attributes of the Easement Area remain in a natural state; and are approved, in writing, by the Board.

E. This Conservation Easement is in effect immediately and forever in perpetuity. This document may not be modified or extinguished without advance approval of the Board.

F. Any violation of this Conservation Easement that occurs, without the advance written consent and waiver of the Board, is enforceable under Ohio Revised Code (ORC) sections 5301.67 through 5301.70.

G. On or in the Easement Area, there shall be no fillings, excavating, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner, other than that consistent with the improvement or maintenance of the uses stated in Sections A and D above. Maintenance or improvements that are consistent with the uses stated in Sections A and D must still ensure compliance and receive permitting in accordance with the Athens County Flood Damage Reduction Regulations.

H. Herbicides or pesticides may be used on the Easement Area, but only according to prescribed methods approved by the Board.

6. **Termination:** This Conservation Easement may be extinguished only by an unexpected change in conditions which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain.

A. **Unexpected Change in Conditions:** If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings in a court of competent jurisdiction. The Board will be entitled to compensation in accordance with applicable laws and in proportion to the Board's interest in the Easement Area at the effective date of this Conservation Easement.

B. **Eminent Domain:** If the Easement Area is taken, in whole or in part, by power of eminent domain, then the Board will be entitled to compensation in accordance with applicable laws and in proportion to the Board's interest in the Easement Area at the effective date of this Conservation Easement.

7. **Recordation:** Within thirty (30) days after the date of the Board's signature upon this Conservation Easement, the Grantor shall file this Conservation Easement for recording, in the same manner as a deed to the property, with the County Recorder's Office.

8. **Distribution of Conservation Easement:** The Grantor shall distribute a file- and date- stamped copy of the recorded Conservation Easement to the Board and each person holding a recorded interest in the Conservation Easement.

9. **Assignment:** With the prior written consent of ODNR, and the non-assigning party, this Conservation Easement is assignable, but the Board may assign its rights and obligations hereunder only to an organization or entity that is qualified to hold conservation easements under Ohio law, and any applicable federal tax law, at the time of transfer. As a condition of such transfer, the Board shall require that the conservation purposes that this Conservation Easement is intended to advance continue to be carried out in perpetual duration.

10. **Liberal Construction:** This Conservation Easement shall be liberally construed in favor of maintaining the conservation values of the Easement Area. The section headings and subheadings identified herein are for reference purposes only and shall not be used to interpret the meaning of any provision hereof.

11. **Notice:** For purposes of this Conservation Easement notices may be provided to either party by mailing a written notice to that party at the address shown below:

To Grantor:  
EJB Enterprises LLC  
Eric Brooks  
6750 Hawk Rd.  
New Mansfield, OH 4576

To the Board:  
Athens County Board of Commissioners  
15 South Court Street  
Second Floor  
Athens, OH 45701

I. The Grantor shall not grant any utility easements or rights-of-way after the recording of this Conservation Easement that would permit construction of utilities within the Easement Area. There are two existing utility right of way agreements noted in Exhibit B, Part of Conservation Easement, attached hereto and made a part hereof.

J. Other than as necessary to accomplish activities authorized herein, no trees, ground cover, or other vegetation shall be cut or removed from the Easement Area unless approved in writing by the Board.

K. The Easement Area shall at all times be kept free of garbage, trash, and machinery by Grantor, and no other extraneous material shall be allowed to accumulate or be stored thereon, except Grantor shall have no duty to remove garbage, trash, and the like, deposited on the Easement Area by natural phenomena (such as flooding or wind) or by persons acting without the Grantor's consent.

L. The recreational use of ATVs, UTVs, dirt bikes or other off-road vehicles is prohibited in the Easement Area. However, the Grantor shall maintain the right to use such equipment for the purposes of property maintenance, retrieval of game, and in cases where disability or physical limitations may prevent access to the Easement Area.

M. The Grantor hereby grants to the Board, its agents, contractors, and employees the right of access to the Easement Area in connection with the implementation, maintenance, or enforcement of the Conservation Easement.

2. **Term of Easement:** The easement granted hereunder shall be perpetual and shall have no expiration date.

3. **Grantor's Remedies:** In the event of a violation of this Conservation Easement occurs, the Board shall have the following remedies in addition to those set forth in Paragraph 1.F above and shall be subject to the following limitations:

A. **Notice and Demand:** If the Board determines that the Grantor is in violation of this Conservation Easement, or that a violation is threatened, the Board shall provide written notice to the Grantor unless the violation constitutes immediate and irreparable harm. The written notice shall identify the violation and request corrective action to cure the violation or return the Easement Area.

B. **Failure to Act:** If, for a twenty-eight (28) day period after the date of written notice provided pursuant to subparagraph A, above, the Grantor continues violating this Conservation Easement, or if the Grantor does not abate the violation and begin to implement corrective measures within the foregoing twenty-eight (28) day period, or fails to commence diligently to cure such violation until finally cured, the Board may bring an action in law or in equity to enforce the terms of the Conservation Easement and recover any damages for the loss of the conservation values protected hereunder. The Board is also entitled to enjoin the violation through injunctive relief, seek specific

Delivery will be complete upon depositing the properly addressed notice with the U.S. Postal Service by simultaneous U.S. Regular Mail and U.S. Certified Mail, return receipt requested to the names and addresses as listed in this Paragraph.

12. **Severability:** If any portion of this Conservation Easement is determined to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect.

13. **Subsequent Transfer:** This Conservation Easement shall be a covenant running with the land and shall constitute a burden on the Easement Area and shall run to the benefit of the parties hereto and their successors in interest. All subsequent owners of the Easement Area shall be bound to all provisions of this Conservation Easement to the same extent as the current parties. The Grantor shall incorporate the terms of this Conservation Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Easement Area, including, without limitation, a leasehold interest. The Grantor further agrees to give written notice to the Board of the transfer of any interest at least thirty (30) days prior to the date of such transfer, subject, however, to the provisions of Paragraph 1.B. above.

14. **Termination of Rights and Obligations:** A party's future rights and obligations under this Conservation Easement shall terminate upon the transfer of that party's interest in the Easement Area, except that liability for acts or omissions occurring prior to transfer shall survive any such transfer.

15. **Amendment:** If circumstances arise under which an amendment or modification of this Conservation Easement would be appropriate, Grantor may amend this Conservation Easement with ODNR and the Board's prior written consent, provided that any amendment shall be consistent with the purpose of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Athens County, Ohio.

16. **Applicable Law:** This Conservation Easement shall be governed by and construed in accordance with the law of the State of Ohio.

17. **Entire Agreement:** This Conservation Easement sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.

TO HAVE AND TO HOLD, this Conservation Easement for the purposes stated above and with all the privileges and appurtenances thereto belonging to the Board, its successors and assigns forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the Grantor, its successors and assigns, and each of them, and shall constitute a servitude upon the Easement Area and said Grantor does COVENANT and WARRANT that the title to the Property is CLEAR, FREE, and UNENCUMBERED, and that it will DEFEND the same against all lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the Grantor has hereto set its hand on the day and year first above written.



EJB Enterprises L.L.C. (Grantor)

By: Eric Brooks  
Its: \_\_\_\_\_  
Date: 11.13.25  
State of Ohio  
County of Athens

The Board of Commissioners of Athens County, Ohio (Grantee, the Board)

By: Lenny Eliason  
Its: Participant  
Date: 11.17.25  
State of Ohio  
County of Athens

Before me, a notary public, in and for said county and state, personally appeared Mr. Lenny Eliason, President of the Board of Commissioners of Athens County, a duly authorized representative of the Board of Commissioners of Athens County, who acknowledged to me that he did execute the foregoing instrument on behalf of the Board of Commissioners of Athens County.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 18 day of November, 2025.



Jo Ann Rockhold  
Notary Public

This instrument prepared by Jonathan Sowah, Attorney, Sowah Law Offices, L.P.A., P. O. Box 2629, Athens, Ohio 45701.

DESCRIPTION OF A 42.427 ACRE CONSERVATION EASEMENT

Situated in the State of Ohio, County of Athens, Township of Adams and Township of Dover, being part of Lanes Lots 70, 71, and 72 of Section 18, Township 9, Range 14, being part of River Lot 337 of Section 11, Township 12, Range 14, Ohio Company Purchase, being part of a 126.68 acre tract of land (Parcel 78) described in deed in OJB Enterprises, LLC of record in Official Record 451, Page 461, all references being of record in the Recorder's Office, Athens County, Ohio, and being more particularly described as follows:

COMMENCING at a point of intersection of the North Limited Access Right-of-Way Line of U.S. Route 33 and the East right-of-way line of the Norfolk and Southern Railroad, said point being South 3566.62 feet and East 2165.23 feet from the Northwest Corner of Section 18, and being at the southwest corner of said 126.68 acre tract;

Thence with the east right-of-way line of said Norfolk and Southern Railroad and with the west line of said 126.68 acre tract, the following three (3) courses:

1. North 10°19'07" East, a distance of 1193.45 feet, to a point of curvature;
2. With an arc of a curve to the left having a radius of 3854.87 feet, a central angle of 147°21'37", an arc length of 1223.29 feet, a chord bearing of North 6°43'54" East, and a chord distance of 1238.05 feet, to a point of tangency;
3. North 2°20'00" West, a distance of 1562.75 feet, to the northeast corner of said 126.68 acre tract, being on the south line of a 94.45 acre tract of land divided in deed to O. Bruce Gansway of record in Official Record 536, Page 775, being on the south line of said River Lot 337, and being on the south line of River Lot 336.

Thence South 06°45'22" East, a distance of 713.38 feet with the north line of said 126.68 acre tract, with the south line of said 94.45 acre tract, and with the common line of River Lots 336 and 337, to the POINT OF BEGINNING, of the easement to be described;

Thence South 06°45'22" East, a distance of 74.83 feet continuing with the north line of said 126.68 acre tract, with the south line of said 94.45 acre tract, and with the common line of River Lots 336 and 337, to a point;

Thence crossing said 126.68 acre tract with following twenty-eight (28) courses:

1. South 07°37'09" East, a distance of 237.69 feet, to a point;
2. South 12°09'04" East, a distance of 1274.58 feet, to a point;
3. South 13°13'12" West, a distance of 281.91 feet, to a point;
4. South 22°04'10" West, a distance of 416.38 feet, to a point;
5. South 45°46'24" West, a distance of 180.76 feet, to a point;
6. South 00°17'26" East, a distance of 327.40 feet, to a point;
7. South 36°18'41" East, a distance of 393.44 feet, to a point;
8. South 42°39'34" East, a distance of 162.68 feet, to a point;
9. South 21°54'09" West, a distance of 1803.76 feet, to a point;
10. South 17°05'43" West, a distance of 721.90 feet, to a point;
11. North 55°33'32" West, a distance of 412.46 feet, to a point;
12. North 05°52'50" East, a distance of 412.46 feet, to a point;
13. North 34°43'17" East, a distance of 388.53 feet, to a point;
14. North 02°16'22" West, a distance of 209.58 feet, to a point;

Date Prepared: 10/1/2025  
File Name: 354790-0101-03MT-LEGAD-018

Before me, a notary public, in and for said county and state, personally appeared Eric Brooks, a duly authorized representative of EJB Enterprises L.L.C., who acknowledged to me that he did execute the foregoing instrument on behalf of EJB Enterprises L.L.C.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 13 day of November, 2025.



Diana Ooms  
Notary Public, State of Ohio  
My Commission Expires  
February 08, 2029

Diana Ooms  
Notary Public

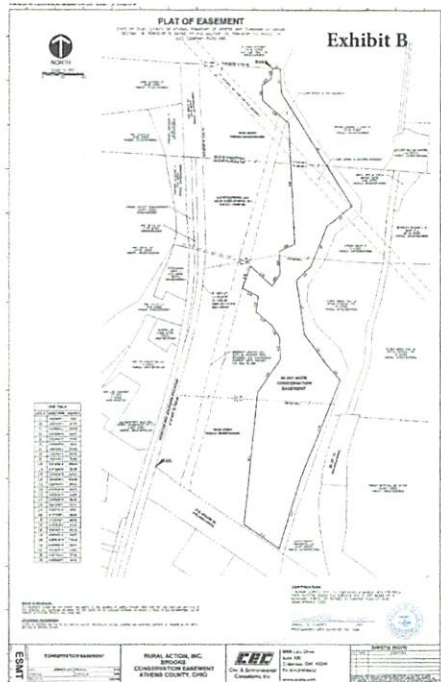
15. North 32°40'31" West, a distance of 123.99 feet, to a point;
16. North 09°42'35" West, a distance of 203.25 feet, to a point;
17. North 00°19'04" East, a distance of 352.51 feet, to a point;
18. North 62°57'43" West, a distance of 169.07 feet, to a point;
19. North 1°15'39" East, a distance of 228.28 feet, to a point;
20. South 47°40'48" East, a distance of 204.45 feet, to a point;
21. North 34°54'30" East, a distance of 341.34 feet, to a point;
22. North 02°52'27" West, a distance of 213.90 feet, to a point;
23. North 64°21'21" East, a distance of 365.67 feet, to a point;
24. North 02°51'57" West, a distance of 1116.52 feet, to a point;
25. North 49°19'15" West, a distance of 334.67 feet, to a point;
26. North 02°13'54" West, a distance of 149.03 feet, to a point;
27. North 50°13'35" East, a distance of 185.83 feet, to a point;
28. North 07°46'23" East, a distance of 102.30 feet, to the POINT OF BEGINNING, containing 42.427 acres, there being 3.043 acres in River Lot 337, being 8.122 acres in Lanes Lot 70, being 16.127 acres in Lanes Lot 71, being 14.212 acres in Lanes Lot 72, and being subject to all easements and encumbrances of record.

Basis of Bearings: The bearings shown on this survey are based on the bearing of North 10°18'01" West for the east right-of-way line of the Norfolk and Southern Railroad and are based on an assumed meridian as shown in deed to EJB Enterprises, LLC of record in Official Record 451, Page 461.

This description was prepared from existing deeds and surveys and is not based on a boundary survey as defined in Chapter 4753-37 Ohio Administrative Code.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

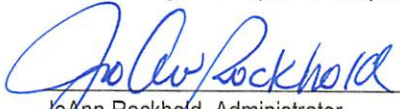
Darwin B. Thomas, J.S.  
Darwin B. Thomas, J.S.  
Professional Surveyor No. 7555




**Adjourn**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to adjourn the above meeting.

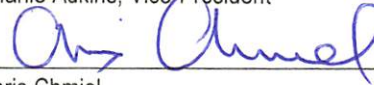
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

  
\_\_\_\_\_  
JoAnn Rockhold, Administrator

  
\_\_\_\_\_  
Alison Pierson, Clerk

  
\_\_\_\_\_  
Lenny Eliason, President

  
\_\_\_\_\_  
Charlie Adkins, Vice-President

  
\_\_\_\_\_  
Chris Chmiel