

IN THE MATTER OF DOCUMENTING THE BIDS RECEIVED THROUGH PAVE CONNECT NATIONAL PAVING SERVICES FOR THE LAW ENFORCEMENT CENTER PAVING REPAIR PROJECT AND AWARD TO LINDY PAVING; AND AUTHORIZES THE EXECUTION OF SAID PROJECT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 9th day of September, 2025.

Commissioner Bergman moved the adoption of the following

RESOLUTION

WHEREAS, the Board of County Commissioners used the professional services of Pave Connect National Paving Services ("Company") to bid and the Company has received three quotes for the Law Enforcement Center Paving Project; and,

WHEREAS, the following three bids were received for the paving repair project:

Lindy Paving	\$260,200.00;
Platinum Paving	\$263,500.00;
Nationwide Paving	\$267,500.00; and,

WHEREAS, the bids were reviewed and compared by the Board of County Commissioners and County Administrator; and,

WHEREAS, the Board decided that the bid award for the project so named above be awarded to Lindy Paving with said award being made in the total amount of \$260,200.00; and,

WHEREAS, all necessary documentation for this project will be prepared and submitted to the Board for their approval and execution.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby award the bid for the Paving Repair Project for the Law Enforcement Center to Lindy Paving in the total amount of \$260,200.00; and,

BE IT FURTHER RESOLVED, that all necessary documentation for the above mentioned project will be prepared and submitted to the Board of County Commissioners for its approval; and,

BE IT STILL FURTHER RESOLVED that the Board of Auglaize County Commissioners does hereby authorize the President of said Board, to execute all necessary documents.

Commissioner Bambauer seconded the Resolution, and upon the roll being called, the Vote resulted in the adoption of the Resolution as follows:

Adopted this
9th day of
September, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

ABSENT,
Douglas A. Spencer

cc: Sheriff
✓ Project Manager
✓ Pave Connect



Customer Name: County of Auglaize Ohio

Contact Name: _____

Project Name: Law Enforcement Center

Project Address: 1051 Dearbaugh Avenue

City: Wapakoneta State: OH Zip: 45895

Project #: _____ Contract # / CPN #: Equalis Contract # R10-1103A

Project Type: Asphalt Installation

Submittal Date: 8-29-2025

Sales Manager Name: Melanie Leneghan

Sales Manager Phone: 614-975-9454

Sales Manager Email: Melanie.Leneghan@RoofConnect.com

The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.

OVERVIEW



OVERVIEW



SCOPE OF WORK

» Base Bid:

ASPHALT INSTALLATION

- TRANSITION MILL | 67,005 SF
- 0.5" LEVELING COURSE | 67,005 SF
- 1.5" SURFACE COURSE TYPE 1 | 76,194 SF
- 2" TYPE 2 INTERMEDIATE COURSE | 9,189 SF
- LINE STRIPING
- WIDENING | 1,548 SF

Includes:

- One (1) mobilization
- Final pavement joint sealing

» Safety and Project Preparation:

All safety and project preparation to be discussed in required pre-construction meeting.

Does not include repair of any underground utilities.

» Miscellaneous:

If additional mobilizations are required due to site not being ready on the scheduled date, additional charges will incur.

Pricing subject to change if full scope of work is not approved.

Repairs may necessitate permits. The need for permits will be confirmed upon approval of the proposal. Please note that any associated permitting costs and fees will be charged additionally

SCOPE OF WORK

	Description	Quantity	Units	Cost	Total Cost
1.	TRANSITION MILL	67005	SF	\$ 0.19	\$ 12,730.95
2.	0.5" LEVELING COURSE	67005	SF	\$ 0.61	\$ 40,873.05
3.	1.5" SURFACE COURSE TYPE 1	76194	SF	\$ 1.89	\$ 144,006.66
4.	2" TYPE 2 INTERMEDIATE	9189	SF	\$ 2.26	\$ 20,767.14
5.	LINE STRIPING	1	LS	\$ 6,047.92	\$ 6,047.92
6.	WIDENING	1548	SF	\$ 23.11	\$ 35,774.28
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
Total :					\$ 260,200.00
Taxes & Fees* :					\$ 0.00
Base Bid Total :					\$ 260,200.00

**All applicable taxes included. See all terms, conditions, & exclusions.*

»» Base Bid Total: \$ 260,200.00

PAYMENT TERMS



Schedule or Reimbursement

- _____ due upon delivery of materials
- 100% _____ due upon substantial completion of project
- _____ due upon acceptance and issuance of warranty

Notes: The above work including tax, insurance, warranties, hosting, and all safety equipment are included in this proposal.



Exclusions:

Survey & Staking, Traffic Control, Concrete Work, Permits, Testing, Striping, Flagging, Dewatering, Erosion Control, Turf Restoration, Subgrade or Soil Corrections, Valve Box / Casting Adjustments, More than 1 Mobilization Unless Stated Otherwise Within The Scope of Work.

ACCEPTANCE OF TERMS

» As authorized representative of County of Auglaize Ohio, I hereby accept the proposal, summarized as follows:

Proposed Item	Price	Accept
Base Bid	\$ 260,200.00	<input checked="" type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

Accepted By:

Name: David Bambauer

Signature: David Bambauer

Approval Date: 9.9.2025

Approved Contract Amount: \$260,200.00

Purchase Order Number: MY251002

PROJECT AGREEMENT TERMS AND CONDITIONS



1. This proposal is not an offer to enter into a contract but, instead, is submitted for Customer's information and consideration with the understanding that it must be approved by PaveConnect after its acceptance by Customer and is not binding upon PaveConnect until so approved in writing.

2. Customer's acceptance of this proposal constitutes Customer's acceptance of these Terms and Conditions. Any additional or different terms or conditions set forth in Customer's purchase order or in any other agreement between Customer and PaveConnect are hereby rejected by PaveConnect and shall not be binding or effective unless assented to in writing by an authorized representative of PaveConnect. If there is a conflict between the provisions in these Terms and Conditions and any other agreement between Customer and PaveConnect, then Customer agrees that these Terms and Conditions will control and supersede the provisions of any other agreement between the parties. Any order or any statement of intent to proceed or any direction to proceed with installation or acceptance of this proposal or payment in full or partial payment for any of the work or equipment furnished shall constitute Customer's acceptance of the terms and conditions of this proposal.

3. Customer will promptly pay PaveConnect's invoices upon receipt. Any invoice will be considered delinquent after 30 days, unless specified in a previous agreement or contract. If Customer fails to timely pay any of PaveConnect's invoices, PaveConnect may stop work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. In addition, PaveConnect reserves the right to file a lien for unpaid invoices or exercise any other legal remedies available to PaveConnect. Any invoices that are not timely paid will accrue interest at the rate set forth in any applicable prompt payment statute under the laws of the State where the Project is located. Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to collect payment under this Agreement. In addition, in the event of a dispute between the parties, Customer agrees to pay all attorneys' fees, expert fees, and other costs incurred by PaveConnect to prosecute or defend against any claims arising out of or related to PaveConnect's performance of this Agreement whether asserted by Customer or any other person or entity.

4. Customer acknowledges that PaveConnect is not an insurance adjuster. PaveConnect can not legally negotiate directly with Customer's insurance carriers on Customer's behalf. Customer shall be solely responsible for payment in full to PaveConnect for the work and any reimbursement to Customer by an insurance carrier shall be Customer's sole responsibility to negotiate and resolve.

5. If PaveConnect knowingly encounters asbestos or other hazardous substances on the site, PaveConnect will stop work and report the condition to the Customer or Owner. PaveConnect will not be required to resume work in the affected area until the asbestos or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat. Customer agrees to indemnify, hold harmless, and defend PaveConnect against any claims, damages, or causes of action arising out of asbestos or other hazardous substances on the site.

6. Any work scheduled dates given in advance are estimated. Work will be subject to prior orders with PaveConnect. PaveConnect shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond PaveConnect's reasonable control. PaveConnect shall be entitled to an extension of time for performance of its work for any delays that are the result of anything other than the negligence or wrongful misconduct of PaveConnect.

7. All skilled or common labor that may be furnished by the Customer shall be considered and treated as

PROJECT AGREEMENT TERMS AND CONDITIONS

Customer's own employees, and Customer agrees to indemnify, hold harmless, and defend PaveConnect against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

8. No oral representations are binding upon PaveConnect unless reduced to writing and signed by authorized representatives of both PaveConnect and the Customer. All changes to this Agreement, or to the materials or equipment being provided under this Agreement, must be in writing.

9. Workmanship Warranty: PaveConnect will warrant all workmanship for the period of 12 months from the date that PaveConnect completes its work on the Project. This one-year warranty excludes any defects in the materials installed. No full system watertight warranty is provided, unless otherwise specified.

OTHER THAN THE EXPRESS WARRANTIES STATED HEREIN, PAVECONNECT MAKES NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH REGARD TO THE LABOR, MATERIALS, AND/OR EQUIPMENT FURNISHED UNDER THIS AGREEMENT OR WITH REGARD TO THE WORK ITSELF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

10. Indemnity. PaveConnect and Customer agree to indemnify and to hold each other, including their officers, agents, directory and employees, harmless from all liabilities, costs (including attorneys' fees), claims, demands, or suits of any kind resulting from the negligence or wrongful conduct or breach of this Agreement by the indemnifying party or its employees, contractors or agents, including, without limitation, liabilities, costs, claims, demands, or suits for personal injury or property damage. This indemnity only requires the indemnifying party to indemnify the other party to the extent that such liabilities, costs (including attorneys' fees), claims, demands, or suits of any kind are the result of the indemnifying party's negligence, wrongful conduct or breach of this Agreement.

11. Limitation of Liability. Customer agrees that PaveConnect's liability for any damages arising out of this Agreement shall be limited to the lesser of: (i) the total costs of PaveConnect's labor and materials; or (ii) twenty-five thousand dollars (\$25,000.00). This limitation of liability applies to all claims that arise out of PaveConnect's performance of the work under this Agreement, including, without limitation, claims for loss or damage arising out of this Agreement or from the performance or breach thereof, or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds. PaveConnect shall not, in any circumstance, including, but not limited to, breach of contract, warranty, tort (including negligence) or other grounds be liable for special, consequential; incidental; delay (including liquidated damages), exemplary, or punitive damages including, but not limited to, damages for lost profits, lost revenues, business interruption, loss of the product or any associated product, cost of capital, cost of substitute products, cost of substitute facilities or services, delay damages (including liquidated damages), downtime costs, home office overhead, extended general conditions costs, or claims of the Customer for such damages. If PaveConnect furnishes Customer with advice or other assistance that concerns any labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of any such equipment, goods, or material may be installed, and which is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject PaveConnect to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

12. PaveConnect is not responsible for any property damage, including damage to landscaping, except to the extent such damage is caused by the negligence or wrongful conduct of PaveConnect and is not covered

PROJECT AGREEMENT TERMS AND CONDITIONS

by any insurance policy insuring the Project or the Work. PaveConnect shall have no liability to pay for any deductibles related to any insurance policy.

13. Customer shall ensure that there is a place at the site where PaveConnect can safely store all materials or equipment that will be included in PaveConnect's work. Customer accepts full responsibility and any damages to PaveConnect's stored materials or equipment. Customer shall provide all trash dumpsters for PaveConnect's use on the Project, unless otherwise specified and agreed upon by PaveConnect and Customer or Owner.

14. PaveConnect's proposal assumes that the site will be available and accessible to PaveConnect during normal business hours, unless stated otherwise in the agreed upon scope of work. If this assumption is incorrect, then PaveConnect shall be entitled to a change order for any increased costs incurred by PaveConnect due to different working hours.

15. Governing Law. This Agreement shall be governed by, the laws of the State in which the project is completed.

16. Arbitration. Any and all disputes arising out of this Agreement shall be decided by binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. The location for the arbitration hearing shall be in the state in which the project is completed. Customer agrees to the joinder of any third parties in the arbitration at the request of PaveConnect.

TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER AND PAVECONNECT SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL.

17. Exclusions. The following items, unless specifically included in PaveConnect's agreed to scope of work, are excluded from PaveConnect's proposal and are not included in this Agreement:

- Bonds of any kind
- Costs for permits or third-party inspections
- Overtime, after-hours work, or work on any legally recognized holiday
- Provisions for LEED Certification or any other type of green building certification
- Painting or repair of any damaged property, including landscaping
- Labor or materials not specifically identified in PaveConnect's proposal
- Asbestos abatement or abatement of any other hazardous material
- Security services

**IN THE MATTER OF AWARDING THE BID FOR PARCEL #1 FOR THE 8.16 ACRES FOR THE HAY
GROUND LEASE OF COUNTY OWNED FARMLAND LOCATED OFF OF STATE ROUTE 65 TO KEVIN
WRIGHT.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of
September, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, September 2, 2025, being the date set in Resolution #25-413, the Board of County Commissioners did on
said date receive and publicly opened the bid for the lease of County owned hay ground located off of State Route
65 near Uniopolis; and,

WHEREAS, the Board of Auglaize County Commissioners have reviewed the bid; and,

WHEREAS, the only bid for the hay ground lease was from Kevin Wright for \$72.51 per acre.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby
award the bid for the lease of County owned 8.16 acres of hay ground to Kevin Wright; this award is for Parcel #1
at \$72.51 per acre; and,

BE IT FURTHER RESOLVED that the lease agreement is to be drafted with the Board of County Commissioners and
hereby authorizes the Board to execute said lease agreement.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote
resulted in the adoption of the Resolution as follows:

Adopted this
9th day of
September, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

ABSENT,
Douglas A. Spencer

✓cc: Kevin Wright

LEASE AGREEMENT

This lease agreement is entered into this 9th day of September, 2025, by and between the Board of County Commissioners, 209 S. Blackhoof St., Room 201, Wapakoneta, Ohio 45895 Auglaize County, Ohio, hereinafter known as the **Lessor**, and **Kevin Wright, 18217 State Route 67, Wapakoneta, Ohio 45895**, hereinafter known as the **Lessee**.

1. Lease of the farm acreage. Lessor hereby leases to the Lessee APPROXIMATELY 8.16 ACRES CONSISTING of that tract of land which includes the area around the Uniopolis Sewer facility. Copies of the land map description of said tract is attached hereto marked "Exhibit A". The aforementioned tract is located off State Route 65 near Uniopolis.
2. Terms of the Lease. The terms of this lease shall begin on the date the agreement is signed and end at the end of the October 31, 2025 with the possibility of two (2) one (1) year extension after the initial three (3) year lease.
3. Rent. The Lessee agrees to lease the acreage for the consideration of **\$72.51 per acre**, per year, to be paid to the Lessor. The annual lease payment under this contract is to be paid, to the Lessor, at the above address in one payment, no later than June 1st. The County Commissioners' Clerk will invoice the Lessee May of each year.
4. Additional Terms. Within six (6) months from the date that this Lease shall terminate, the Lessee may exercise an option to extend the Lease for an additional year ending October 31, 2028 for the same lease per acre price and subject to the same terms and conditions as set forth in the Lease. Further, if Lessee exercises such renewal option the Lessee shall have six (6) months prior to October 31, 2029 to request the second extension of the Lease to October 31, 2030 at the same terms and conditions as set forth in the Lease. The Lessee would have the potential to lease the hay ground for the original period with two extensions periods for a total of five (5) years.
5. Repairs of tiles. If the Lessee shall notify the Lessor that the leased acreage has incurred tile damage, the Lessor will inspect the area and make a reasonable determination regarding the necessity of such repairs. If such repairs are deemed necessary, the Lessor will purchase the required materials and the Lessor will be responsible for all installations including any cost that might be incurred.
6. The Lessor shall be responsible for and shall pay all real estate taxes and assessments due during the term of this lease or any extensions thereof.

7. Lessee shall secure and shall be responsible for payment of a policy of general liability insurance for said leased premises in the amount of \$ 1,000,000 coverage and provide a copy to the Lessor. Further, the Lessee, his agents, employs, assigns or heirs shall hold the Lessor, it agents, employs, assigns, and successors harmless on any liability associated with Lessee's use of said premises and shall indemnify the Lessor for any loss or costs associated with a claim arising there from.
8. Lessee shall not assign any portion or the whole of premises described in this agreement without the express written consent of the Lessor.
9. This agreement may be terminated at any time by the signed mutual written agreement of the parties hereto.
10. The Board of County Commissioners reserves the right to remove any part of the leased acreage from the agreement. Notification of removal of the acreage shall be made to the Lessee before October 1st of the applicable planting year.

IN WITNESS WHEREOF, the parties have executed this agreement.

ATTEST:

Board of County Commissioners
Auglaize County, Ohio

Esther M. Leffel

David Bambauer
John N. Bergman

This document was acknowledged before me on September 9, 2025 by David Bambauer, John N. Bergman and Douglas A. Spencer, as the Board of Auglaize County Commissioners.



ESTHER M. LEFFEL
Notary Public
State of Ohio
My Comm. Expires
February 12, 2027

Esther M. Leffel
Notary Public

ATTEST:

Lessee of Parcel #1 containing 8.16 acres:

Esther M. Leffel

Kevin Wright
Name: Kevin Wright
Address: 18217 St. Rt. 67,
Wapakoneta, OH 45895

This document was acknowledged before me on September 9, 2025, by

Kevin Wright for Name.

(Name)

Esther M. Leffel
Notary Public

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of September, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows: and,

Automatic Data Processing Board Fund:

Amount:	From:	To:
\$601.74	001.0109.530600 (Software Support)	001.0109.530300 (Supplies)
\$ 97.46	001.0109.530601 (Hardware Support)	001.0109.530300 (Supplies)

County Auditor – General Office Fund:

Amount:	From:	To:
\$750.00	001.0103.536400 (Workers Comp)	001.0103.530700 (Travel)
\$110.00	001.0103.530600 (Contract Services)	001.0103.530900 (Other)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
9th day of
September, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

ABSENT,
Douglas A. Spencer

✓cc: County Auditor

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A WORKFARE PROGRAM AGREEMENT WITH
THE ST. MARYS COMMUNITY LIBRARY AND THE AUGLAIZE COUNTY JOB AND FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 9th day of
September, 2025.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Ohio Department of Job & Family Services has created the Workfare Program which is to provide work experience for OWF, ABAWDs and FSET participants in an employment environment, that would provide them the opportunity to acquire or upgrade general work skills, training, knowledge and work habits. The main goal of the program is to move participants to self-sufficiency through employment. The St. Marys Community Library agrees to provide a work experience location and further agrees that as a condition of this agreement, there shall be no discrimination against any participant on the basis of race, color, national origin, sex, or handicap or any other factor as specified by federal and state laws regarding discrimination; and,

WHEREAS, this agreement shall be become effective on September 1, 2025 and will expire on August 31, 2027.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the execution of the Workfare Program Agreement negotiated with St. Marys Community Library.

Commissioner Bambauer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
9th day of
September, 2025

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

ABSENT,
Douglas A. Spencer

cc: ✓ Auglaize County Department
of Job & Family Services