



**ROBERT EHMET HAYES & ASSOCIATES, PLLC**  
465 Centre View Boulevard, Building 18, Crestview Hills, Kentucky 41017  
859-331-3121

September 17, 2025

VIA EMAIL

To: Ms. Misty Middleton, Superintendent  
Bellevue Independent Board of Education  
219 Center Street  
Bellevue, Kentucky 41073

Re: Bellevue High School - Gilligan Stadium and Ben Flora Improvements: THE MOTZ GROUP  
REH #372-822 / BG #24-224


Enclosures:

1. Application and Certificate for Payment No. 3 submitted by The Motz Group for referenced Project, which reflects final payment for this job.
2. Contractor's Affidavit Payment of Debts and Claims (G706).
3. Consent of Surety to Final Payment (G707).

Action

Required:

1. Review application
2. Obtain Board approval
3. Issue payment to Contractor.

  
\_\_\_\_\_  
Joseph Hayes  
JAH:hkw

**APPLICATION AND CERTIFICATE FOR PAYMENT**

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To (OWNER): Bellevue Independent  
Board of Education  
219 Center Street  
Bellevue, KY 41073

From: The Motz Group LLC  
1 Motz Way  
Cincinnati, OH 45244

Project: Bellevue High School  
Gilligan Stadium/Ben Flora  
1 Tiger Lane  
Bellevue, KY 41073

Via (Architect):

Application No: 3 *Retainer*  
Invoice No: 8138  
Period To: 9/30/2025

Architect's BG #24-224  
Project No:

Contract Date: 10/17/2024

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	7,004.00	0.00
Approved this month	0.00	0.00
TOTALS	7,004.00	0.00
Net change by change orders	7,004.00	

1. ORIGINAL CONTRACT SUM	\$	355,076.22
2. Net change by Change Orders	\$	7,004.00
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	362,080.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	362,080.22
5. RETAINAGE	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	362,080.22
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	325,872.20
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	36,208.02
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

State of: *Ohio* County of: *Hamilton*  
Subscribed and sworn to before me this *22nd* day of *Sept. 2025*  
Notary Public: *Julie L. Shelton*  
My Commission expires: *8/6/30*

CONTRACTOR: The Motz Group LLC  
By: *Michael S. Fen*

Date: *9/22/2025***ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ *36,208.02*  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Robert Ehmet Hayes &amp; Associates, PLLC

By: *Joseph Hayes* Date: *10/6/25*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Page 2

Application Number: 2  
 Application Date: 9/22/2025  
 Period To: 9/30/2025  
 Architect's Project No: BG #24-224

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Design/testing/gen.conditions/insurance/bond	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	250.00
2	Mobilization, site prep, layout	48,510.00	48,510.00	0.00	0.00	48,510.00	100	0.00	4,851.00
3	Installation of athletic equipment	9,500.00	9,500.00	0.00	0.00	9,500.00	100	0.00	950.00
4	Installation of pad	77,125.00	77,125.00	0.00	0.00	77,125.00	100	0.00	7,712.50
5	Installation of turf	133,691.22	133,691.22	0.00	0.00	133,691.22	100	0.00	13,369.12
6	Installation of infill	81,250.00	81,250.00	0.00	0.00	81,250.00	100	0.00	8,125.00
7	Punch list & close out	2,500.00	2,500.00	0.00	0.00	2,500.00	100	0.00	250.00
CO 1	Nailer board & laser grading	7,004.00	0.00	7,004.00	0.00	7,004.00	100	0.00	700.40
		<b>362,080.22</b>	<b>355,076.22</b>	<b>7,004.00</b>	<b>0.00</b>	<b>362,080.22</b>	<b>100</b>	<b>0.00</b>	<b>36,208.02</b>

**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

Bond No. 6022059516

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:  
*(Name and address)*

Bellevue Independent Board of Education  
219 Center Street  
Bellevue, KY 41073

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:  
*(Name and address)*

CONTRACT DATED: October 17, 2024

Bellevue - Gilligan Stadium & Ben Flora Improvements, 1 Tiger Lane, Bellevue, KY 41073, REH #372-822 / BG #24-224

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

United States Fire Insurance Company  
305 Madison Avenue  
Morristown, NJ 07960

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

The Motz Group, LLC  
1 Motz Way  
Cincinnati, OH 45244

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
*(Insert name and address of Owner)*

Bellevue Independent Board of Education  
219 Center Street  
Bellevue, KY 41073

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 22, 2025  
*(Insert in writing the month followed by the numeric date and year.)*

Attest:  
(Seal):

Lane Ward

United States Fire Insurance Company

*(Surety)*

By:

*(Signature of authorized representative)*

Jeffrey M. Wilson

Attorney-in-Fact

*(Printed name and title)*

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

50915

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Robert R. Freel, Anna K. Childress, Mark W. Edwards, II, Alisa B. Ferris,  
Robert Read Davis, R.E. Daniels, Shelby E. Daniels, Joshua T. Jones

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 24th day of March, 2025.

**UNITED STATES FIRE INSURANCE COMPANY**



Matthew E. Rubin, President

State of New Jersey }  
County of Morris }

On this 24th day of March, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 22nd day of September 20 25



**UNITED STATES FIRE INSURANCE COMPANY**

Michael C. Fay, Senior Vice President

# CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

☐  
☐  
☒  
☐

TO (Owner) ☐ Bellevue Independent Board of Education  
219 Center St.  
Bellevue, KY 41073

ARCHITECT'S PROJECT NO: BG #24-224

CONTRACT FOR: \$355,076.22

PROJECT: ☐ Bellevue High School Gilligan Stadium/Ben Flora  
(name, address) 1 Tiger Lane  
Bellevue, KY 41073

CONTRACT DATE: 10/17/24

State of: Ohio  
County of: Hamilton

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

## SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose. Indicate attachment: (yes) ( ) (xx) ( ).

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

## CONTRACTOR:

The Motz Group, LLC  
1 Motz Way  
Cincinnati, OH 45244

Address:

BY:

*Michael J. Jern*

Subscribed and sworn to before me this

1st day of October, 2025

Notary Public:

*Julie Z. Shelton*

My Commission Expires: 8/6/30



# CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

*ALA Document G706A*

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER: Bellevue Independent Board of Education  
(Name and address) 219 Center St.  
Bellevue, KY 41073

ARCHITECT'S PROJECT NO.: BG #24-224

CONTRACT FOR: \$355,076.22

PROJECT: Bellevue High School Gilligan Stadium/Ben Flora  
(Name and address) 1 Tiger Lane  
Bellevue, KY 41073

CONTRACT DATED: 10/17/24

STATE OF: Ohio  
COUNTY OF: Hamilton

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:  
(Name and address)

The Motz Group, LLC  
1 Motz Way  
Cincinnati, OH 45244

BY:

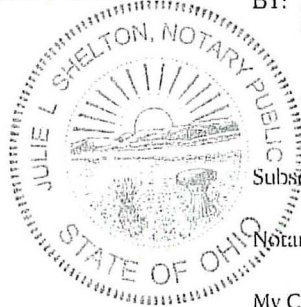
*Michael S. Ferraro*  
(Signature of authorized representative)

Michael S. Ferraro, CFO  
(Printed name and title)

Subscribed and sworn to before me on this date: 10/1/25

Notary Public:

My Commission Expires: 8/6/30



**CAUTION:** You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



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G706A—1994