

ORDINANCE NO. 26-05

**AN ORDINANCE HIRING AN OPERATOR OF RECORD FOR
THE VILLAGE'S SANITARY COLLECTION SYSTEM AND
SETTING THE SALARY THEREOF.**

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BELLAIRE, COUNTY OF BELMONT, STATE OF OHIO:

SECTION 1: That Mike Reese is hired as the Village's Class II Operator of Record for the Village's sanitary collection system, starting March 1, 2026.

SECTION 2: That the Operator of Record will visit the system at least 5 times per week and complete all necessary or required EPA reports.

SECTION 3: The Operator of Record will be paid \$1,000.00 per month.

SECTION 4: This is a part-time position and not entitled to fringe benefits.

SECTION 5: That all other Ordinances or Resolutions, or portions thereof, which are in conflict with this Ordinance are hereby repealed.

SECTION 6: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

SECTION 7: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

ATTESTED:

Ginny R. Favede, Fiscal Officer

Robert Dodrill, Mayor

Date: _____

Date: _____

CERTIFICATE OF POSTING

I, _____, Clerk of Council, do hereby certify that the foregoing Resolution was published by posting the same in five (5) public places within the Village of Bellaire, Ohio as provided by Ordinance No 1229, for a period of not less than fifteen (15) days, said Ordinance having been first posted on _____.

ORDINANCE NO. 26-06

**AN ORDINANCE TO ACCEPT THE BID OF SILVER BRIDGE
EXCAVATING, LLC AND ENTER INTO A CONTRACT FOR THE
RECREATION AND ENTERTAINMENT COMPLEX -
SITWORK PACKAGE.**

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BELLAIRE, COUNTY
OF BELMONT, STATE OF OHIO:

SECTION 1: That the bid of Silver Bridge Excavating, LLC for the Recreation and Entertainment Complex – Sitework Package is accepted. A copy of the bid package and recommendation from the Engineer is attached to this Ordinance.

SECTION 2: That the Mayor is directed to enter into the Contract with Silver Bridge Excavating, LLC in the amount of \$252,035.98. A copy of the Contract is attached to this Ordinance.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

SECTION 4: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

ATTESTED:

Ginny R. Favede, Fiscal Officer

Robert P. Dodrill, Sr., Mayor

Date: _____

Date: _____

CERTIFICATE OF POSTING

I, _____, Clerk of Council, do hereby certify that the foregoing Resolution was published by posting the same in five (5) public places within the Village of Bellaire, Ohio as provided by Ordinance No 1229, for a period of not less than fifteen (15) days, said Ordinance having been first posted on

_____.

RECREATION & ENTERTAINMENT COMPLEX - SITEWORK PACKAGE

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Deputy Clerk, 3197 Belmont Street, Bellaire, OH 43906.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Bid Form
 - B. Unit Price Schedule
 - C. Bid Guaranty and Contract Bond

ARTICLE 3—BASIS OF BID

- 3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s): See Unit Price Schedule (Attached).

1. Total BASE BID Price:

\$ 252,035.98

NOTE: THE CONTRACTOR'S UNIT PRICES SHALL INCLUDE PURCHASE AND INSTALLATION, COMPLETE IN-PLACE, PER BID ITEM IN ACCORDANCE WITH THE DETAILED SPECIFICATIONS.

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contactor's overhead and profit for each separately identified item and estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all Unit Price Bid items will be based on actual quantities determined as provided in the Contract Documents.

- 3.02 Method of Award

If, at the time this contract is to be awarded, the lowest total bid submitted by a qualified, responsible Bidder does not exceed the amount of funds then estimated by the Owner as

available to finance the Contract, the Construction Contract will be awarded. If such Bids exceed such amount, the Owner may reject all bids. The Owner may award the Contract on the total bid submitted by a qualified, responsible Bidder, less the amount(s) of the deductive alternate(s) subtracted in numerical order, as listed in the Contract to produce the lowest bid within the funds available for financing.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be completed and ready for final payment on or before ninety (90) calendar days after award of the project.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages. A fee of \$500.00 per day for each day beyond the contract completion date will be assessed for work that has not been completed.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	11-06-25
2	11-18-25
3	11-24-25
4	01-07-26

BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 5.04 *Bidder's Representations*
 - A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder has calculated quantities based on site visit and field measurements.

4. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
5. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
6. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
7. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
8. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
9. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
10. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
11. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
12. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

5.05 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 6—BIDDER'S INFORMATION

BIDDER hereby submits this Bid as set forth above:

Bidder:

Silver Bridge Excavating, LLC
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Name: Brett Boothe
(typed or printed)

Title: Senior Vice President
(typed or printed)

Date: 01-17-26
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:
Name: Derek Muncy
(typed or printed)

Title: Protect Manager
(typed or printed)

Phone: 740-801-3313

Email: derek.muncy@americanfossil.com

Address: _____

Bidder's Contractor License No.: (if applicable) _____

ARTICLE 7 - UNIT PRICE SCHEDULE
VILLAGE OF BELLAIRE
RECREATION AND ENTERTAINMENT COMPLEX SITework PACKAGE

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION/DEMObILIZATION	1	LUMP	4,593.00	4,593.00
2	GENERAL CONDITIONS/INCIDENTALS	1	LUMP	6,442.00	6,442.00
3	SELECT DEMOLITION - FENCING & AGGREGATE	1	LUMP	8,003.00	8,003.00
4	EROSION & SEDIMENTATION CONTROLS	1	LUMP	29,767.00	29,767.00
5	EARTHWORK: EXCAVATION & EMBANKMENT	1	LUMP	19,892.00	19,892.00
6	CONCRETE DRIVE APRON	2,165	SF	17.00	36,805.00
7	AGGREGATE SURFACING - 2" BASE	225	TONS	46.00	10,350.00
8	AGGREGATE SURFACING - 6" TOP COURSE	675	TONS	41.00	27,675.00
9	AGGREGATE SURFACING - UNDERLAYMENT	2,850	SY	6.00	17,100.00
10	STORM SEWER PIPE - 12" W/BEDDING & SELECT	755	LF	38.00	28,690.00
11	- 15" W/BEDDING & SELECT	113	LF	42.00	4,746.00
12	- 24" W/BEDDING & SELECT	45	LF	59.00	2,655.00
13	STORM STRUCTURES - ODOT 2-2B CATCH BASIN	7	EACH	2,524.00	17,668.00
14	- ODOT 2-3 OUTLET STRUCTURE	1	EACH	3,474.00	3,474.00
15	- ADS NYLOPLAST INLINE DRAIN	3	EACH	1,017.00	3,051.00
16	- ODOT 2.1 HEADWALL	1	EACH	1,862.00	1,862.00
17	SANITARY FORCE MAIN LINE	350	LF	54.00	18,900.00
18	WATER SERVICE LINE	360	LF	20.00	7,200.00
19	SEEDING & MULCHING	1.67	ACRES	1,894.00	3,162.98
				TOTAL BID:	252,035.98

ARTICLE 8

Bid Guaranty Contract Bond Form

* * * * * IMPORTANT NOTICE * * * * *

(BIDDERS ARE STRONGLY ENCOURAGED TO FORWARD THIS NOTICE TO THEIR SURETY AGENT PRIOR TO PREPARING A BID GUARANTY AND CONTRACT BOND FOR THE ABOVE REFERENCED PROJECT)

Bidders are required to submit in the sealed envelope, along with their Bid Form, a Bid Guaranty as follows:

Option 1: Bid Guaranty and Contract Bond/Power of Attorney.

Bidders utilizing this option must submit a Bid Guaranty and Contract Bond that is substantially in the form suggested by Section 153.571, ORC, and which meets the requirements of Section 153.54(8), ORC. Bidders are not required, but are strongly encouraged, to use the form Bid Guaranty and Contract Bond located in the Contract Documents, a copy of which is attached. USE OF AIA BOND FORMS AND OTHER FORMS NOT SUBSTANTIALLY SIMILAR TO THE ATTACHED BID GUARANTY AND CONTRACT BOND CANNOT BE ACCEPTED AND WILL BE CAUSE FOR REJECTION OF THE BIDDER'S BID.

IT IS RECOMMENDED THAT THE LINE FOR THE PENAL SUM ON THE BID GUARANTY AND CONTRACT BOND BE LEFT BLANK. If the blank line for the penal sum is filled in, the amount must not be less than the full amount of the Base Bid plus Alternates, stated in dollars and cents; A STATED PERCENTAGE IS NOT ACCEPTABLE. (See Section 153.571, ORC). The Bid Guaranty and Contract Bond must be accompanied by a Power of Attorney for the surety agent who signs the Bid Guaranty and Contract Bond.

Option 2: Certified Check, Cashiers Check, Letter of Credit.

Bidders utilizing this option must submit, in lieu of a Bid Guaranty and Contract Bond, a Bid Guaranty in the form of a certified check, cashiers check, or letter of credit (revocable only by the Owner) under Section 153.54, ORC. The certified check, cashiers check, or letter of credit shall be equal to ten per cent (10%) of the Base Bid plus Alternates.

BID GUARANTY AND CONTRACT BOND

(As prescribed by Section 153.571, ORC)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Silver Bridge Excavating, LLC
As Principal at
334 Second Ave., City Park Plaza, Unit 1E, Gallipolis, OH 45631

(Address) and Selective Insurance Company of America
40 Wantage Avenue, Branchville, New Jersey 07890

as Surety, are hereby held and firmly bound unto the
Village of Bellaire - Belmont County as Obligee in the penal sum
of the dollar amount of the bid submitted by the Principal to the Obligee on (date)
January 14, 2026 undertake the Project known as:

The penal sum, referred to herein, shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive Alternates made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \$ 252,035.92. (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including Alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above-referred to Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the Work covered by the bid; or resubmits the Project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising the printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void,

otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal, within ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, material men and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we, agreeing and assenting to, at this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications, therefore, shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications. The said Surety further stipulates that it is authorized to execute bonds in the State of Ohio, and that the liability incurred is within the limits of Section 3929.02, ORC.

SIGNED this 14th day of January, 2026.

Silver Bridge Excavating, LLC

PRINCIPAL (Seal)

By:

Bret A. Booke

Title:

SVP

Melissa K. Hudson



Melissa Kay Hudson
Notary Public, State of Ohio
Commission #: 2025-RE-992724
My Commission Expires 07-24-30

SURETY COMPANY ADDRESS:

SURETY (Seal)

Selective Insurance Company of America

By:

Alison L. Neumann
Alison L. Neumann
Attorney-in-Fact

40 Wantage Avenue

Street

Branchville NJ 07890

City State Zip

973-948-3000

Telephone

SURETY'S AGENT

Alison L. Neumann

Name

300 S. Front St.

Street

Marquette MI 49855

City State Zip

(906) 315-7232

Telephone

(906) 228-5385

Fax

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. B 1344512

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: Alison L Neumann

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety, issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of:

Four Million Dollars (\$4,000,000.00)

This certifies that this Power

of Attorney is in full force and effect as of the date of said fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety.

Signed this 14th day of January, 2026

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____

Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Commercial Lines ★



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 14th day of January, 2026 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2029
COMMISSION #2312839

Christine Marie Lawson
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 14th day of January, 2026.

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

CERTIFIED COPY

Rick Snuffer Construction, LLC
1124 Old Grandview Road
Beaver, WV 25813-8915
December 10, 2024
WV048215

To whom this may concern:

This letter is to represent the strongest possible recommendation I could give for Mr. Brett Boothe and his companies, American Fossil and Silver Bridge Construction, LLC.

In over 40 years of development and as a former member of the Roads and Transportation Committee in the West Virginia House of Delegates; I have never worked with or seen an Excavation Contractor that comes close to the standard Mr. Boothe and his Team operate by.

Beginning with our initial communications via phone, text, and email; through the pre-Construction Meeting; and the debrief and follow-up after completing their phase of our Project (over 10 weeks ahead of schedule!) their organization, experience, and knowledge were clearly evident.

As a former Safety Director for a National Corporation (formerly an international company) it was apparent that Safety First was more than just a motto for Mr. Boothe. When he laid out their agenda for the kick-off Safety Meeting, it was impressive ... but when they followed through with this plan and kept up the emphasis; this was refreshing to see in operation. Not once did they sacrifice the safety of their Team or any subcontractors to maintain their committed pace.

There were no change orders, no issues with our inspections (whether County & State Officials, our client's or Elgin's.) and no issues in the 5 months since the completion of their work.

Finally, Mr. Boothe and his capable Team went beyond the scope of work in our contract; even when the SOW wasn't clearly delineated in the task order.

It was truly a pleasure, and I have never experienced a Project of this magnitude go as smoothly as ours.

I look forward to the next time I will get to work with them again and would not hesitate to award them any future work I have.

If you would like any further information or if I can answer any questions, you may which I haven't covered here; do not hesitate to contact me, please?

All the best,

Rick

The Honorable Richard R (Rick) Snuffer
Senior Project Manager Elgin High Voltage
MSATE/NBCT-Design Engineering, & Fabrication
NCCER/USDOL Certified National Apprenticeship Training Program Director
WV Master Electrician
WV General Building/Engineering Contractor
304.207.8885 (mobile/text)
ricksnuffer1@gmail.com

December 10, 2024

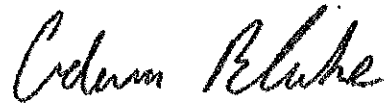
To Whom it may concern:

Silver Bridge Excavating performed the Lightstone Gavin Coal Storage Area Stormwater Management Project. This project was completed using Time and Material (T&M). There was one (1) extra work of just over \$3k due to a plan error missing a utility line in the way of the project.

Silver Bridge did not have any change orders on the project since the project was on T&M. There were not any equipment breakdowns outside normal equipment maintenance operations. The project was completed on time and a quality final product.

Overall, Silver Bridge Excavating completed the project to the plant satisfaction. Silver Bridge Excavating remains on the bidders list and continue to be awarded additional work since this project.

Respectfully,



Adam Blake
Electric Process Owner
Lightstone Generation - Gavin Plant
Cell: 740-208-9989
Office: 740-925-3154
Email: Adam.Blake@lightstonegen.com
LIGHTSTONE



OHIO VALLEY ELECTRIC CORPORATION

KYGER CREEK STATION

5758 State Route 7 North
CHESHIRE, OHIO 45620
(740) 367-5050

Re: Silver Bridge Excavating Letter of Reference
OVEC Kyger Creek Landfill Operations

To Whom it may concern:

Silver Bridge Excavating performed the OVEC Kyger Creek Landfill Operations in 2024. To date, there have been no change orders and no major equipment breakdowns. The operations performed by Silver Bridge Excavating have been very smooth. Silver Bridge has been able to complete all tasks we have assigned them to our satisfaction.

Respectfully,

Paul R. Hutchins

Engineer IV

Ohio Valley Electric Corporation

5758 State Route 7 North

Cheshire, OH, 45620

Office: (740)367-5525

Cell: (740)222-5908

Email: phutchin@ovec.com

A handwritten signature in cursive script that reads "Paul R Hutchins".



VILLAGE OF BYESVILLE

Office of the Village Administrator

December 9, 2024

To Whom It May Concern:

I am writing to provide a letter of reference for Derek Muncy, who successfully completed the S 2nd Street Waterline Replacement Project at the Village of Byesville under my supervision. Throughout the course of the project, Mr. Muncy demonstrated exceptional professionalism, expertise, and dedication, ensuring that the work was completed safely, on time, and to the highest standards.

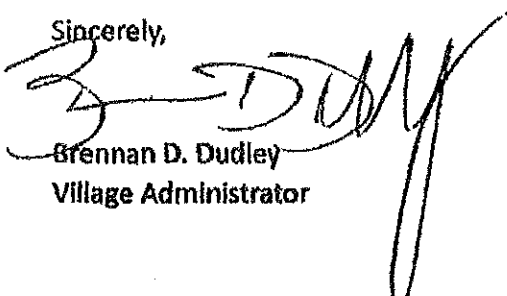
The scope of the project involved a complete replacement of approximately 1,478 linear feet of deteriorating 6" water main and associated services. Mr. Muncy and his team exhibited remarkable skill in managing both the technical challenges and the logistical complexities of the job, while also adhering to local regulations and industry standards. Mr. Muncy kept us informed on project progress, proactively addressed any issues that arose, and ensured that all work was completed according to the agreed-upon schedule and budget.

Additionally, the safety record during the course of this project was exemplary. Mr. Muncy and his team adhered to all safety protocols and maintained a clean, organized worksite at all times, minimizing risks to both workers and the surrounding community.

Based on my experience working with Mr. Muncy, I am confident that as a project manager he is highly skilled and a reliable partner for any waterline replacement or infrastructure project. I would not hesitate to recommend them him future projects.

Please do not hesitate to contact me if you require further information or if I can be of any assistance.

Sincerely,



Brennan D. Dudley
Village Administrator

221 E. Main Ave
PO Box 8
Byesville, OH 43723

PHONE 740-685-0800 ext 1001
FAX 740-685-8633
EMAIL bdudley@byesvilleoh.gov

Any changes in information must be submitted within 30 days to:

Bureau of Testing & Registration
PO BOX 529
Reynoldsburg, Ohio 43068
614-752-7126
614-995-4206 (fax)
webfmtr@com.state.oh.us

Mike DeWine
Governor

State of Ohio
Department of Commerce
Division of State Fire Marshal

Sheryl Maxfield
Director

2024 Fire Protection Company Annual Certificate

This is to certify that the company listed below meets the requirements of Ohio Revised Code 3737.65 for servicing, testing, repairing, or installing fire protection or firefighting equipment in the State of Ohio.

Expiration Date: 07/01/2025

53.27.1006
AMERICAN FOSSIL SOLUTIONS LLC
PO BOX 908
GALLIPOLIS, OH 45631-0908



Ohio Department of Commerce
Division of State Fire Marshal
Bureau of Testing & Registration
8895 E Main Street, PO Box 529
Reynoldsburg, Ohio 43068

AMERICAN FOSSIL
SOLUTIONS LLC
PO BOX 908
GALLIPOLIS, OH 45631-0908



171 W Main Street
PO Box 695
St. Clairsville, OH 43950
Phone 740.449.2194
www.chadanengineering.com

February 10, 2026

Ms. Janet Richardson
Village of Bellaire
3197 Belmont Street
Bellaire, OH 43906
E: jrich0426@gmail.com

RE: Recommendation For Award of Bid ~ Recreation & Entertainment Complex – Sitework Package

Ms. Richardson:

It is our recommendation that the sitework package be awarded to Silver Bridge Excavating, LLC based upon the bid information, qualifications packet, and letters of recommendation that were provided. Their bid submittal complied with all the requirements set forth in the bid documents and they provided the required bonding. One of their references was contacted and they were highly recommended. Chadan also conducted an interview with Derek Muncy and Jim Brown of Silver Bridge and found that they have a wealth of experience in public projects.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "C.M. Garvick". The signature is fluid and cursive.

Charles M. Garvick, P.E.
Chadan Engineering, Inc.

Contract No: _____

**STANDARD AGREEMENT
VILLAGE OF BELLAIRE,
OHIO**

I. INTRODUCTION

This Agreement is entered into this _____ day of _____, 2026, by and between the Village of Bellaire, Ohio (BELLAIRE), the Owner, located at 3197 Belmont St, Bellaire, OH 43906, and the CONTRACTOR: Silver Bridge Excavating, LLC for the following Project: **Recreation & Entertainment Complex Civil Site Work Package.**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS EXECUTION, COMPLETION AND MODIFICATION.

II. CONTRACT DOCUMENTS

This Agreement is for performance of a portion of the Work for the Project identified above. All Work by Contractor shall be performed in accordance with the Contract Documents. The "Contract Documents" follow and are hereby specifically incorporated herein as part of this Agreement and shall govern the Contractor for its portion of the Work related to the Project:

- . This Agreement
- . Supplemental Instructions to Bidders
- . Specifications
- . Project Specific Plans, Notes, and Drawings
- . Standard Construction Drawings, Notes and Requirements
- . Village Obtained Permits Including:
 - . Contractor's Permit
- . Invitation to Bid
- . Owner issued Addenda
- . Properly executed Change Orders
- . Bid
- . Bid Schedule
- . Combined Bid/Performance/Payment Bond
- . Non-Collusion Affidavit
- . Affidavit of Authority (if required based on Contractor entity)
- . List of Subcontractors
- . Contractor Qualification Statement
- . Contractor Bid Form For Construction Contract
- . Change Order Form

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the order listed in above. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards,

codes, and ordinances, Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement and follow the conflict resolution provision in the Bellaire General Contract Provisions.

Contractor shall furnish all materials, supplies, equipment, and other items proper or necessary to perform and complete the Work, including specifically providing all supervision and labor required for the completion of the Work in accordance with the Contract Documents.

Contractor agrees and acknowledges that it has evaluated and is satisfied with the conditions and limitations under which the Work is to be performed, including, without limitation (i) the location, condition, layout and nature of the Project site and surrounding areas; (ii) generally prevailing weather and climatic conditions; (iii) anticipated labor supply and costs; (iv) availability and cost of materials, tools and equipment; and (v) other similar issues. The Contractor shall not be responsible for unknown underground conditions. Contractor further represents and warrants that it is familiar with the entire Scope of its Work and that the Contract Price includes all of its Work that is specifically included in the Contract Documents or which is reasonably inferable from the Contract Documents.

III. CONTRACT PRICE

As full compensation for performance of the Agreement, Bellaire agrees to pay Contractor in current funds the maximum amount of \$252,035.98 (the "Contract Price"), as per the bid forms, for the satisfactory performance of the Work, subject to all applicable provisions of the Agreement and subject to additions and deductions as provided for in the Contract Documents.

The Contract Price includes full compensation for the Contractor's fee, and Contractor agrees that it shall make no additional request or claim in excess of the Contract Price for any reason, including, overhead, profit, home office services, general conditions, work and supervision, or any other costs or expenses incurred in connection with the performance of the work on the Project (including all work performed by any Subcontractors). Without limitation, the Contract Price includes all taxes, insurance and bonds, personnel costs and general conditions costs, costs for equipment and Materials (including rental equipment and tools and all equipment operation, maintenance and repair), transportation, temporary facilities, supplies and utilities (including all fuel, power, communications, light and water used for performance of the Project work at the Site, temporary fences, guard rails, scaffolding, hoists, temporary storage, office and sanitary facilities used in connection with the Project), and cleaning. The Contract Price includes all costs and expenses identified in the Proposal Schedule. Costs in excess of the Contract Price that are not permitted to be recovered by Contractor pursuant to the terms of this Agreement shall be borne and paid solely for by Contractor without any reimbursement by Village.

IV. SURETY BONDING

Contractor shall furnish to Bellaire appropriate surety bonds to secure performance of the Work and to satisfy all Contractor's payment obligations under the Agreement. The surety bond shall provide that the terms of the Agreement and Contract Documents are incorporated by reference therein. Any bond provided by Contractor pursuant to this provision is hereby deemed to so incorporate the Contract Documents and it is understood that the surety is accepting every responsibility and obligation that Contractor has assumed toward Bellaire under this Agreement and the Contract Documents, including but not limited to liability for indemnity, attorneys' fees and delay damages. The Surety Bond shall be submitted to:

Village of Bellaire
Attention: Fiscal Officer
3197 Belmont Street
Bellaire, Ohio 43906

If a performance or payment bond, or both, are required of the Contractor under this Agreement, then said bonds shall be in the full amount of the Contract Price, unless otherwise specified herein. The cost of the bond, if required, is included in the Contract Price.

In the event Contractor shall fail to provide the required bonds as required by the Contract Documents, Bellaire may terminate this Agreement and enter into a contract for the balance of the Work with another contractor. The Contractor shall pay all Bellaire's costs and expenses incurred by Bellaire because of said termination, limited to the difference between the Contract Price and the final price of the included work scope

V. INSURANCE REQUIREMENTS

During the term of the Agreement and for a period of at least three months after the term of the Agreement ends, Contractors hired by the Village shall maintain in force with a reputable insurance company or companies with AM Best's Key Rating of A-VII, or higher, licensed or authorized to transact insurance business in the State of Ohio, a policy or policies of insurance providing an adequate level of coverage in respect of all liabilities which may be incurred by the Contractor arising out of this Agreement.

The Contractor shall obtain and maintain in force the following specific insurance policies:

(i) Commercial General Liability insurance: \$1,000,000 for each occurrence and \$2,000,000 for general aggregate with Products and Completed Operations Coverage; (ii) Workers Compensation with Statutory limits; (iii) Employers' liability insurance with a limit of at least \$1 million per claim; (iv) Automobile Liability insurance for "Any Auto": to include a combined single limit of \$1,000,000; (v) Professional Liability insurance with a limit of at least \$1 million for claims arising from a single event or series of related events in a single calendar year; and (vi) Excess Liability insurance to provide coverage over and above the General Liability and Auto Liability policies with limits of coverage in the amount of \$3,000,000.

The Contractor shall ensure that any of its consultants, agents or sub-contractors also maintain adequate insurance with amounts equal to those stated within this Agreement. The Contractor shall notify the Village of Bellaire if any insurance policies referred to in this provision is (or will be) canceled or its terms are (or will be) subject to any material change. None of the Contractor's liabilities shall be deemed to be released or limited by the Contractor taking out the insurance policies required under this Agreement.

The Contractor shall cause (i) the insurer to waive all rights of subrogation against the Village of Bellaire by endorsement, (ii) the Village of Bellaire shall be listed as additional insured by endorsement and (iii) such policies are primary as to any other policy of the Village of Bellaire. The Contractor shall promptly provide the Village of Bellaire with Certificates of Insurance and endorsements satisfactory to the Village of Bellaire, to include policy endorsements evidencing Additional Insured, Waivers of Subrogation and primary policy coverage, and evidencing that the required insurance policies within this Agreement are current and active. Such evidence shall include renewal receipts and details of the coverage provided in respect of the insurance policies. The policy(ices) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days' written notice to the Village of Bellaire prior to cancellation.

VI. PERFORMANCE OF WORK

A. TIME IS OF THE ESSENCE

It is expressly understood and agreed by and between the Parties that time is of the essence regarding completion of the Work by Contractor. Contractor shall undertake all activities necessary for the performance of its Work immediately upon receipt of a letter of intent or notification of the award of this Agreement and shall commence work hereunder so that the entire Project may be completed in accordance with the Project Schedule. Contractor shall perform, coordinate and schedule its Work so as not to cause any delay or

disruption to the Project Schedule, the work of other entities on this Project or the completion date of the Project.

Contractor acknowledges and agrees that Bellaire will incur additional costs, damages, liabilities, lost profits or losses related to loss of use if this Project is not completed in accordance with any milestone or interim dates/deadlines or the substantial or final completion dates on the Project Schedule. As a result, Contractor shall be liable for and shall reimburse Bellaire for any such additional costs, damages and liabilities, for its failure to meet all milestone, interim, substantial or final completion dates in accordance with the Project Schedule including but not limited to Liquidated Damages as provided in the Contract Documents. Under no circumstances will the Contractor be responsible for consequential damages. The Contractor's liability will be limited to its insurance coverages.

B. RELATIONSHIP OF THE PARTIES

Contractor accepts the relationship of trust and confidence established by this Agreement to exercise its skill and judgment to further Bellaire's interests, and to perform the Work in an expeditious and economical manner consistent with Bellaire's interests. Nothing in this Agreement shall be construed to constitute the relationship between Contractor and Bellaire as a partnership, association, or joint venture.

Contractor shall perform its Work under the general direction of Bellaire (and/or Bellaire's representative, construction manager, architect, or other duly authorized individual/entity) and in accordance with this Agreement and as reasonably inferable from the Contract Documents as being necessary to produce the intended results as specified hereafter.

C. PROJECT SCHEDULE

Contractor agrees to perform its work in accordance with the sequence and schedule for this Project, and with any updates thereto (referred to in this Agreement as the "Project Schedule"). By agreeing to perform its Work in accordance with the Project Schedule, Contractor has included reasonable allowances for out of sequence work, and weather and unusual or unforeseen delays. If requested by Bellaire, Contractor shall participate and cooperate in the development of the Project Schedule and any revisions thereto.

Contractor shall continuously monitor the Project Schedule to be fully familiar with the timing, phasing and sequence of operations of Contractor's Work and the other work being performed on the Project. Contractor shall coordinate its Work with all other work on the Project to avoid conflict or interference with such other work.

If Bellaire determines that Contractor's Work has failed to meet the Project Schedule or any update thereof, Contractor shall within seventy-two (72) hours of its receipt of written notice from Bellaire prepare and submit a recovery schedule relating to its activities. Contractor agrees that it shall at its sole cost and expense take such measures as are necessary, including adding manpower and/or equipment and/or working overtime to accelerate its activities to conform to the Project Schedule or any update thereto. Should Contractor fail to undertake such measures Bellaire shall have the right to supplement Contractor's forces and/or equipment and back-charge Contractor for the costs so incurred, together with a markup of ten percent (10%) for overhead and profit.

D. PERFORMANCE

Contractor shall use its best care, skill, and diligence in supervising, directing and performing the Work. Contractor shall have sole responsibility for the performance of the Work, including the methods, techniques and means for completing all portions of the Work. Contractor has the responsibility to ensure that all material suppliers and subcontractors adhere to the Contract Documents, and that they order materials in time, taking into account the current market regarding both pricing and delivery conditions.

E. EXTRAORDINARY MEASURES BY BELLAIRE

If the performance of the Work, as of a milestone or interim date/deadline on the Project Schedule, has not progressed or reached the level of completion required by the Contract Documents, Bellaire shall have the right to order Contractor to take corrective measures necessary to expedite the progress of the Work, including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. Bellaire's right to require Extraordinary Measures is solely for ensuring the Contractor's compliance with the Project Schedule. Contractor shall not be entitled to an adjustment in the Contract Price in connection with Extraordinary Measures required by Bellaire.

VII. INTERPRETATION OF AGREEMENT

A. INCONSISTENCIES AND OMISSIONS

Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of Contractor to notify Bellaire in writing within three (3) working days of Contractor's discovery thereof. Upon receipt of said notice, Bellaire shall instruct the Contractor as to the measures to be taken and Contractor shall comply with Bellaire's instructions. If Contractor performs work knowing it to be contrary to any applicable laws, statutes, ordinances, building codes, rules or regulations without notice to Bellaire and advance approval by appropriate authorities, then Contractor shall assume full responsibility for such work and shall bear all associated costs, charges, fees and expenses necessarily incurred to remedy the situation.

B. LAW AND EFFECT

The performance of this Agreement and all of its terms and conditions shall be interpreted and governed by the laws of the State of Ohio, unless otherwise noted herein.

C. SEVERABILITY

The partial or complete invalidity of anyone or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

D. ENTIRE AGREEMENT

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the Parties hereto and, unless specifically referenced herein, supersedes any prior negotiations, representations, or agreements, either written or oral.

VIII. CONTRACTOR'S OBLIGATIONS

A. RESPONSIBILITIES

Contractor shall furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and equipment as may be necessary for the proper performance of the Work in accordance with and as reasonably inferable from the Contract Documents.

B. SUBCONTRACTING

Contractor shall provide to Bellaire written notice that it intends to subcontract any of the Work covered by the scope of the Contract Documents to a third party. Bellaire shall have the right to approve any and all such subcontracts and Contractor shall not allow any work to be performed by any subcontractor that has not been approved in writing by Bellaire. Contractor agrees that it shall not be entitled to any additional

compensation in the event that Bellaire does not approve a proposed subcontractor. Contractor further agrees to incorporate the terms and conditions of this Agreement into every subcontract.

In the event that Contractor has work performed by a subcontractor who has not been approved by Bellaire, Bellaire shall have the right to terminate this Agreement or supplement Contractor's Work as necessary to have the same completed in accordance with the Contract Documents. All costs incurred by Bellaire because of such action shall be the responsibility of Contractor and Bellaire may back-charge Contractor, therefore.

C. SHOP DRAWINGS SAMPLES, PRODUCT DATA AND MANUFACTURERS' LITERATURE

To the extent applicable or required, Contractor shall promptly submit to Bellaire for approval all shop drawings, samples, product data, manufacturers' literature and similar submittals as required by the Contract Documents or as required by the Contract Documents. Contractor shall prepare and deliver its submittals to Bellaire in such time and sequence so as not to delay the Project. The approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Contract Documents unless express written approval is obtained from Bellaire authorizing such deviation, substitution or change.

D. COORDINATION AND COOPERATION

Contractor shall:

- i. cooperate with Bellaire and all others whose work may interfere or interface with the Work;
- ii. before proceeding with the Work under this Agreement, accurately check all previous and surrounding work done by other entities, determine its correctness, specifically note and immediately advise Bellaire of any interference or discrepancies with the Work. Failure of Contractor to detect and report discrepancies shall relieve Bellaire of any and all Contractor claims to recover cost, expense or damage resulting there from; and
- iii. participate in the preparation of coordination drawings and work schedules involving the Work, to the extent required or requested by Bellaire.

E. AUTHORIZED REPRESENTATIVE

Unless otherwise stated in writing by Bellaire, Contractor shall have a competent supervisor, superintendent, or representative, satisfactory to Bellaire, on the Project at all times with authority to act on behalf of Contractor with respect to the work and for the purpose of receiving notices, orders and instructions. Contractor shall identify the person or persons so authorized to act on its behalf, in writing, before commencing work on the Project. All decisions, agreements or representations made by Contractor's designated representative for this Project, whether oral or written, shall be binding on Contractor.

F. TESTS AND INSPECTIONS

Contractor shall schedule all required tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or the Project. Contractor shall bear all expenses associated with tests, inspections and approvals required of the Contractor by the Contract Documents, unless otherwise agreed to.

G. WORKMANSHIP

Contractor agrees and warrants that every part of the Work shall be executed in accordance with the Contract Documents in a workmanlike and professional manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be

new.

H. MATERIALS FURNISHED BY OTHERS

In the event the scope of the Work includes installation of materials or equipment furnished by others, it shall be the responsibility of Contractor to examine those items, store and install the items, unless otherwise provided for in the Contract Documents, with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of Contractor shall be deducted from any amounts due or to become due Contractor under this Agreement.

I. SUBSTITUTIONS

No substitutions shall be made in the Work unless permitted in the Contract Documents and then only upon the Contractor first receiving all approvals required under the Contract Documents for substitutions.

J. WARRANTY

In addition to other warranties that are in the Contract Documents, Contractor warrants and guarantees that its Work conforms in all respects to the Contract Documents and that it is free from defects in material and/or workmanship. Contractor further agrees to furnish any special warranties required by the Contract Documents relating to its Work prior to and as a condition of final payment. Contractor agrees to perform any remedial or corrective work necessary to satisfy its warranty obligations without cost to Bellaire.

K. UNCOVERING/CORRECTION OF WORK

If directed in writing by Bellaire, Contractor must uncover any portion of the Work, which has been covered by the Contractor in violation of the Contract Documents or contrary to a directive issued by Bellaire. Upon receipt of a written directive from Bellaire, Contractor shall uncover such Work for Bellaire's inspection and then restore the uncovered Work to its original condition at the Contractor's time and expense.

Bellaire may direct Contractor to uncover portions of the Work for inspection by Bellaire at any time. Contractor is required to uncover such Work whether or not Bellaire had requested to inspect the Work prior to it being covered. This Agreement shall be adjusted by Change Order for the cost and time of uncovering and restoring any Work that is uncovered for inspection and proves to be installed in accordance with the Contract Documents, provided Bellaire had not previously instructed the Contractor to leave the Work uncovered. If Contractor uncovers Work pursuant to a directive issued by Bellaire, and such Work upon inspection does not comply with the Contract Documents, then Contractor shall be responsible for all costs and time of uncovering, correcting and restoring the Work to make it conform to the Contract Documents.

Contractor is required to correct in a timely fashion any Work rejected by Bellaire for failing to comply with the Contract Documents whether observed prior to the commencement of the warranty period(s) or during the warranty period(s). Contractor shall correct at its own cost and time and bear the expense of additional services for any nonconforming Work for which it is responsible.

L. CLEANUP

Contractor shall at all times: (a) keep the Project and premises free from all rubbish and debris resulting from the Work; (b) broom clean each of its work areas prior to discontinuing work each day; and (c) cleanup to the satisfaction of Bellaire, including, but not limited to, dirt, grease, machine marks, etc., from walks, ceilings, floors, fixtures, etc. deposited or placed by or resulting from its Work.

If Contractor fails to immediately commence compliance with cleanup duties within twenty-four (24) hours after written notification from Bellaire of non-compliance, Bellaire may implement appropriate cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due to Contractor under this Agreement.

M. SAFETY OF PERSONS AND PROPERTY

Contractor is responsible for the health and safety of its employees, agents, subcontractors, and other persons on and adjacent to the Project site. Contractor, however, shall take all necessary and prudent safety precautions with respect to its Work and shall comply with all safety programs and measures, and with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, OSHA. Contractor shall also coordinate work activities with Bellaire, other contractors or entities, or any other parties involved with this Project to reduce the risk of an accident or injury occurring.

Contractor shall protect any of its Work and materials susceptible to damage from moisture or hosting of mold at all times. Contractor agrees to indemnify, hold harmless and defend Bellaire from any and all claims, losses, costs and expenses (including, but not limited to, all attorneys' and consultants' fees) relating to or arising from mold resulting from Contractor's Work.

Attachment 1: Silver Bridge Excavating, LLC Bid Form For Construction Contract

BELLAIRE/OWNER: MAYOR

VILLAGE OF BELLAIRE, OHIO

By: (Signature)

(Printed Name)

Date:

CONTRACTOR

By: (Signature)

Brett A. Boonke, SVP

(Printed Name)

BRETT A. BOONKE, SVP

Date:

3-3-2026

APPROVED AS TO FORM:

Law Director

By:

A. FISCAL OFFICER CERTIFICATION

(Section 5705.41, R.C.)

I, Ginny Favede, hereby certify that I am the Fiscal Officer for the Village of Bellaire and that the amount of money to wit \$ 252,035.98 required to meet the cost of the attached Contract between the Village of Bellaire and Silver Bridge Excavating, LLC has been or will be, prior to the ordering of any materials, lawfully appropriated for the purpose of said Contract and the money so appropriated is on deposit or in process of collection to the credit of the appropriate fund free from any previous encumbrances. Moneys due in excess of the Contract Sum and any Contingency amount assigned thereto shall require an additional and separate Fiscal Officer's Statement of Availability which shall not be given unless the Contract adjustment is directly attributable to one of the express methods for increasing the Contract Sum under the Contract Documents; and, such process is completed in the manner required by the Contract Documents.

Date: _____, 2026

By: _____
Ginny Favede, Fiscal Officer

ORDINANCE NO. 26-07

AN ORDINANCE CREATING THE POSITION OF PART-TIME ASSISTANT TO THE FISCAL OFFICER SETTING THE SALARY THEREOF.

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BELLAIRE, COUNTY OF BELMONT, STATE OF OHIO:

SECTION 1: That the position of part-time assistant to the fiscal officer is created. That the hourly rate will be \$18.00 per hour. This is a part-time position. This position and pay will be effective March 5, 2026.

SECTION 2: The job description for the Assistant to the Fiscal Officer position is attached to this ordinance as Exhibit A.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

SECTION 4: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

ATTESTED:

Ginny R. Favede, Fiscal Officer

Robert P. Dodrill, Sr., Mayor

Date: _____

Date: _____

CERTIFICATE OF POSTING

I, _____, Clerk of Council, do hereby certify that the foregoing Resolution was published by posting the same in five (5) public places within the Village of Bellaire, Ohio as provided by Ordinance No 1229, for a period of not less than fifteen (15) days, said Ordinance having been first posted on

_____.

Job Title: Part Time Assistant to the Fiscal Officer

Employer: Village of Bellaire

Department: Fiscal Office

Status: Part Time

Reports To: Fiscal Officer

Position Summary

The Village of Bellaire is seeking a reliable, detail oriented Part Time Assistant to support the Fiscal Officer in the daily financial and administrative operations of the Village. This position plays an important role in maintaining accurate financial records, supporting internal controls, and ensuring efficient office operations. The ideal candidate is organized, trustworthy, and comfortable working with confidential information.

Key Responsibilities

Financial Support

- Assist with processing invoices, purchase orders, and requisitions
- Prepare documentation for accounts payable and accounts receivable
- Assist with payroll processing and related recordkeeping
- Maintain organized and accurate financial files
- Support bank reconciliations and basic bookkeeping tasks
- Help prepare reports for Village Council, auditors, and state agencies

Administrative Support

- Answer phone calls and assist residents, vendors, and department staff
- Manage incoming and outgoing mail
- Maintain electronic and paper filing systems
- Schedule meetings and assist with preparation of meeting materials
- Enter data into financial software and spreadsheets

Compliance and Recordkeeping

- Maintain confidentiality of financial and personnel records
- Assist with records retention requirements in accordance with Ohio law
- Support preparation for annual audits and financial reporting

Qualifications

- High school diploma required, associate degree or coursework in accounting, finance, or business preferred
- Prior experience in bookkeeping, accounting, payroll, or municipal government preferred
- Strong attention to detail and organizational skills
- Proficiency in Microsoft Office, especially Excel

- Ability to learn municipal accounting software
- Strong communication and customer service skills
- Ability to handle sensitive information with discretion

Work Schedule

This is a part time position. Hours are flexible but will generally be scheduled during regular Village office hours. Specific schedule to be determined based on operational needs.

Compensation

Hourly rate commensurate with experience and qualifications.

Physical Requirements

This position requires sitting for extended periods, working at a computer, and occasional lifting of files or office materials.

Equal Opportunity

The Village of Bellaire is an equal opportunity employer and complies with all applicable federal and state employment laws.

ORDINANCE NO. 26-08

**AN ORDINANCE TO REPEAL ORDINANCE 2024-10 AND
2021-13 AND SETTING NEW HIRING STANDARDS.**

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BELLAIRE, COUNTY OF BELMONT, STATE OF OHIO:

SECTION 1: That Ordinance 2021-13 and Ordinance 2024-10 are hereby repealed.

SECTION 2: That the Village's hiring practices will be governed by the Ohio Revised Code, with the administration filling open positions as needed and terminating underperforming employees as necessary.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including section 121.22 of the Ohio Revised Code.

SECTION 4: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

ATTESTED:

Ginny R. Favede, Fiscal Officer

Robert P. Dodrill, Sr., Mayor

Date: _____

Date: _____

CERTIFICATE OF POSTING

I, _____, Clerk of Council, do hereby certify that the foregoing Resolution was published by posting the same in five (5) public places within the Village of Bellaire, Ohio as provided by Ordinance No 1229, for a period of not less than fifteen (15) days, said Ordinance having been first posted on _____.

RESOLUTION NO. 1127

**A RESOLUTION ADOPTING A FORMAL PROCLAMATION
AFFIRMING THE VILLAGE OF BELLAIRE'S COMMITMENT TO THE
PROTECTION OF CHILDREN AND TO STRENGTHENING
COMMUNITY RESPONSIBILITY**

WHEREAS, the Village Council of the Village of Bellaire, Ohio, recognizes that the safety, dignity, and well being of children are fundamental to a strong and thriving community; and

WHEREAS, the protection of children from abuse, exploitation, neglect, and harm must remain a clear and unwavering priority shared by families, schools, faith communities, civic organizations, and local government; and

WHEREAS, recent events have prompted reflection within our community and underscore the importance of reaffirming our collective commitment to safeguarding children while respecting the integrity of the judicial process; and

WHEREAS, The Village Council supports the fair and impartial administration of justice and acknowledges that all legal matters must proceed through the appropriate courts without interference or prejudice; and

WHEREAS, The Village of Bellaire stands in solidarity with victims and survivors of all forms of abuse and affirms that their safety, healing, and support are matters of community concern; and

WHEREAS, The Village encourages residents to remain vigilant, to promptly report suspected abuse or exploitation to appropriate law enforcement or child protection authorities, and to utilize available local, state, and national resources dedicated to child safety and victim assistance; and

WHEREAS, The Village of Bellaire is committed to fostering a culture defined by unity, accountability, compassion, and mutual respect, and seeks to strengthen trust and cooperation throughout the community;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Bellaire, State of Ohio:

SECTION 1. That the Village Council hereby adopts and issues this formal Proclamation reaffirming its unwavering commitment to the protection of children and to promoting safe environments throughout the community.

SECTION 2. That the Village Council calls upon families, educators, coaches, faith leaders, organizations, and all residents to work together in safeguarding children, encouraging open communication, and reinforcing community standards that reject abuse in any form.

SECTION 3. That this Resolution and Proclamation are intended to express the values and commitment of the Village of Bellaire and shall not interfere with or influence any ongoing investigation or judicial proceeding.

SECTION 4. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Adopted at a regular meeting of the Council of the Village of Bellaire held this ____ day of February, 2026 by the ____yea votes of its eligible members.

ATTESTED:

Ginny R. Favede, Fiscal Officer

Robert P. Dodrill, Sr. Mayor

Date: _____

Date: _____

CERTIFICATE OF POSTING

I, _____, Clerk of Council, do hereby certify that the foregoing Resolution was published by posting the same in five (5) public places within the Village of Bellaire, Ohio as provided by Ordinance No 1229, for a period of not less than fifteen (15) days, said Ordinance having been first posted on



Office of the Mayor Village of Bellaire Ohio

A Proclamation Affirming Bellaire's Commitment to Protecting Children and Strengthening Community Responsibility

WHEREAS, the Village of Bellaire recognizes that the safety and well-being of children is a fundamental responsibility shared by families, schools, faith communities, civic organizations, and local government; and

WHEREAS, the protection of children from abuse, exploitation, neglect, and harm must remain a top priority in every community, regardless of circumstance; and

WHEREAS, a strong and healthy community is built on trust, accountability, and a collective commitment to safeguarding the most vulnerable among us; and

WHEREAS, the Village of Bellaire acknowledges that incidents involving harm to children deeply affect families and the broader community, and reaffirming our shared values is both necessary and meaningful; and

WHEREAS, the Village Council supports the fair and impartial administration of justice and recognizes that all legal matters must proceed through the proper judicial process without interference; and

WHEREAS, the Village of Bellaire stands in solidarity with victims and survivors of all forms of abuse and affirms that their voices matter, their experiences are real, and their healing is important; and

WHEREAS, the Village encourages all residents to remain vigilant, to report suspected abuse or exploitation to appropriate authorities, and to utilize available local, state, and national resources dedicated to child protection and victim support;

NOW, THEREFORE, BE IT PROCLAIMED, that the Village Council of Bellaire, Ohio, hereby reaffirms its unwavering commitment to the protection of children and to fostering a culture of responsibility, respect, and care throughout our community.

BE IT FURTHER PROCLAIMED, that the Village calls upon families, educators, coaches, faith leaders, organizations, and residents to work together to create safe environments for all children and to strengthen our collective resolve to prevent abuse in any form.

BE IT FURTHER PROCLAIMED, that Bellaire will continue striving to be a community defined not by challenges, but by unity, integrity, compassion, and a shared commitment to one another.

Adopted this 5th day of March, 2026.

Mayor Robert P. Dodrill, Sr.

RESOLUTION NO. 1128

**A RESOLUTION TO ENTER INTO AGREEMENT FOR
PREPARATION OF THE REGULATORY CASH BASIS
FINANCIAL STATEMENTS AND RELATED NOTES.**

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BELLAIRE,
COUNTY OF BELMONT, STATE OF OHIO:

SECTION 1: The Village wishes to enter into an agreement with James Bates, CPA to prepare the regulatory cash basis financial statements and notes to the regulatory cash basis financial statements of the Village of Bellaire, Belmont County as of December 31, 2025. A copy of the Engagement Letter is attached as Exhibit A. The Mayor is authorized to enter into the agreement.

SECTION 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 3: That Council hereby declares this Resolution to be an emergency measure necessary for the preservation of the public peace, health, and safety of the citizens of the city, and for the further reason that it is of great importance to immediately provide for the proper and usual daily operation of the government of the city.

SECTION 4: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Adopted at a regular meeting of the Council of the Village of Bellaire held this day of February, 2026 by the _____yea votes of its eligible members.

ATTESTED:

Ginny R. Favede, Fiscal Officer

Robert P. Dodrill, Sr., Mayor

Date: _____

Date: _____

CERTIFICATE OF POSTING

I, _____, Clerk of Council, do hereby certify that the foregoing Resolution was published by posting the same in five (5) public places within the Village of Bellaire, Ohio as provided by Ordinance No 1229, for a period of not less than fifteen (15) days, said Ordinance having been first posted on

_____.

JAMES BATES, CPA

245 Linvale Drive
Norwich, Ohio 43767

740-270-5973

December 18, 2025

Marla Krupnik
Village of Bellaire
3197 Belmont Street
Bellaire, Ohio 43906

To the Village Council:

You have requested that we prepare the regulatory cash basis financial statements and notes to the regulatory cash basis financial statements of the Village of Bellaire, Belmont County as of December 31, 2025. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

Our Responsibilities

The objective of our engagement is to:

Prepare the financial statements and notes to the financial statements in accordance with the regulatory cash basis of accounting permitted by Ohio Revised Code Section 117.38 and Ohio Administrative Code Section 117-2-03(C) based on information provided by you.

We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the regulatory cash basis financial statements and notes to the regulatory cash basis financial statements.

Our engagement cannot be relied upon to identify or disclose any misstatements in the notes to the regulatory cash basis financial statements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the regulatory cash basis financial statements and notes to the regulatory cash basis financial statements in accordance with, accounting principles generally accepted in the United States of America and assist you in the presentation of the regulatory cash basis financials and notes to the regulatory cash basis financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARSs:

- a. The selection of the regulatory cash basis as the financial reporting framework to be applied in the preparation of the financial statements and note disclosures.
- b. The preparation and fair presentation of the financial statements and note disclosures in accordance with regulatory cash basis.
- c. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and note disclosures.
- d. The prevention and detection of fraud.
- e. To ensure that the entity complies with the laws and regulations applicable to its activities.

- f. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- g. To provide us with:
 - i. Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements note disclosures, such as records, documentation, and other matters.
 - ii. Additional information that we may request from you for the purpose of the preparation engagement.
 - iii. Unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

As part of our engagement, we will issue a disclaimer report that will state that the financial statements and note disclosures were not subjected to an audit, review or compilation engagement by us and, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them.

Our fees for these services will be \$4,500. However, if we encounter unexpected circumstances that require us to devote more staff time to the engagement than anticipated, we will discuss the matter with you.

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

We look forward to a continued relationship with your organization, and we are available to discuss the contents of this letter or other professional services you may desire. If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us.

Respectfully,

James F. Bates, CPA
Norwich, Ohio

RESPONSE:

This letter correctly sets forth our understanding.

Village of Bellaire

Acknowledged and agreed on behalf of the Village of Bellaire by:

Name: _____

Title: _____

RESOLUTION NO. 1129

**A RESOLUTION OF THE VILLAGE OF BELLAIRE, OHIO,
SUPPORTING THE OHIO COMMISSION FOR THE UNITED
STATES SEMIQUINCENTENNIAL (AMERICA 250-OH), AND
DECLARING AN EMERGENCY.**

WHEREAS, the Ohio legislature and the Governor created AMERICA 250-OH in 2021 to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and Ohio's integral role in that event and the role of its people on the nation's past, present, and future; and

WHEREAS, AMERICA 250-OH hopes to engage all Ohioans and all 88 counties through their many signature and officially-recognized programs, projects, and events over the next several years by inspiring future leaders and celebrating all Ohioans' contributions to the nation over the last 250 years; and

WHEREAS, by adoption of AMERICA 250-OH Resolution, we hope to educate, preserve, innovate, and celebrate.

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BELLAIRE,
COUNTY OF BELMONT, STATE OF OHIO:

SECTION 1: The Village hereby endorses AMERICA 250-OH and their mission to educate, preserve, innovate and celebrate EVERY Ohioan in EVERY county.

SECTION 2: That a copy of this resolution be sent to the Municipal legislative delegation and AMERICA 250-OH Commission.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 4: That Council hereby declares this Resolution to be an emergency measure necessary for the preservation of the public peace, health, and safety of the citizens of the Village, and for the further reason that it is of great importance to celebrate and coordinate the commemoration of the 250th anniversary of the United States of America.

SECTION 4: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Adopted at a regular meeting of the Council of the Village of Bellaire held this ____ day of March, 2026 by the ____ yea votes of its eligible members.

ATTESTED:

Ginny R. Favede, Fiscal Officer

Robert P. Dodrill, Sr., Mayor

Date: _____

Date: _____

CERTIFICATE OF POSTING

I, _____, Clerk of Council, do hereby certify that the foregoing Resolution was published by posting the same in five (5) public places within the Village of Bellaire, Ohio as provided by Ordinance No 1229, for a period of not less than fifteen (15) days, said Ordinance having been first posted on _____.

VILLAGE ADMINISTRATOR'S COUNCIL REPORT 03/05/26

SANITATION:

Replacement CDL DRIVER & 1-SLINGER - IMMEDIATE NEED

REPAIRS FOR BACK-UP SANITATION DEPARTMENT PACKER - \$15,000 for PURCHASE and INSTALLATION of the used PACKING QUADRANT

SANITARY SEWER:

2 - Blocked Lines during February

1 - Reportable incident at Pine Alley

1 - Non - Reportable blockage 36th & Belmont

Contracted with ZIMBA BROTHERS to resolve

STREETS:

Revisiting sites of recent waterline repairs, adding gravel where needed.

Establishing a route plan and budget for the POT HOLE repairs.

Major Inbound and Outbound Routes:

Belmont, W23rd Street, Washington Street, Noble, Guernsey, Jefferson

Then the neighborhoods.

41st Street Intersection - old creek under the road.

Approximately 12,000 sq ft. Void

Needs evaluated for load limit?

PROPERTIES:

COMMITTEE MEETING REQUESTED - SITE VISITS TO THE FOLLOWING LOCATIONS

FIREHOUSE: 2450 Belmont St. Coordinate with the chief

Roof - shingles are falling off/ History of issues

- leaks evident
- electrical issues/lighting excess electric use.
- exhaust vacuum system does not work
- Roll Up door's sensors are malfunctioning/Rear Entrance Door needs replaced

SERVICE GARAGE - JEFFERSON STREET

WATER:

Requesting council authorization to advertise for the vacant WATER DISTRIBUTION LEAD Position.

LEAD LINE REPLACEMENT - Work is progressing in the village. Residents need to schedule a time for the contractor to access the water meters inside to complete this work.

The Ohio EPA notified me that the village is permitted to use the remaining funds from WATER TREATMENT PLANT UP-GRADE project #9408, Phase 1 Lead Line Replacement funding prior to disbursing funds from Phase 2 lead Line Project #9996 funds. Phase 1 has a balance remaining of \$598,555.68 for additional lead line replacements during phase 2.

STORMWATER:

Evaluating System during March & April

Completing Maintenance projects as funding allows.

PROJECTS UPDATES

HAMILTON STREET: Engineering Plans are needed to move forward with the necessary water line replacement. Cost tbd (as of 03/01/26). increase the scope of work, (pending funding of the waterline), Paving would need to be moved to fall of 2026.

Funding Sources:

OWDA LOAN - Loan that can be rolled into the grant application.

Enterprise Fund- Water Allocations

ADDITIONAL NOTES:

- RECOGNIZING THE VILLAGE HAS MULTIPLE FUTURE PROJECTS THAT WILL REQUIRE ENGINEERING FOR GRANT SUBMISSION.
- RECOMMEND THE VILLAGE PUBLICLY ADVERTISE - A REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES, WHICH WILL ESTABLISH A VETTED DATA BASE OF ENGINEERING COMPANIES TO EXPEDITE ENGINEERING SERVICES ONCE FUNDS ARE ALLOCATED.

Recreation & Entertainment Complex:

Civil Work begins in April

Completion Projected July 2026

Reminder: JB GREEN CLEAN-UP this month

Scott Porter
Village Administrator
Village of Bellaire
3197 Belmont Street
Bellaire, OH 43940
740-676-6538 Office
740-298-6915 Cell