



CITY OF BELLEVUE

Regular City Council Meeting Agenda

Callahan Community Center

April 8, 2026 | 7:00 p.m. | 616 Poplar St., Bellevue, KY

[HTTPS://CAMPBELLMEDIA.ORG/LIVE/](https://cambellmedia.org/live/)

1. Call to Order and Greeting by Mayor Charlie Cleves (Prayer and Pledge of Allegiance).
2. Consideration of Minutes of Previous Meetings.
 - A. Minutes of Regular Meeting on March 11, 2026.
3. Correspondence reported by City Attorney.
4. Treasurer's Report.
 - A. Claims.
5. Council Reports.
6. Mayor's Report.
7. Administrator Report.
 - A. Staff Reports – Police, Fire, Code Enforcement, Engineer Projects Report and Public Services.
8. Audience Participation.
9. Unfinished Business.
10. New Business.
 - A. Order 2026-04-01 approving an agreement with Professional Lawn Care, Inc. for mowing services.
 - B. Order 2026-04-02 authorizing the mayor to enter into a revocable license agreement with the Christopher Keenan-Pfeiffer and Mary Keenan-Pfeiffer.
 - C. Order 2026-04-03 approving an order with Neyer Properties, Inc. to proceed with acquisition, development, installation, construction and operation of a mixed-use development project.
11. Announcements.
12. Good and Welfare.
13. Adjournment.

The Board of Council may elect to adjourn to Executive Session at the end of the regular Legislative Meeting and to re-adjourn in open session to conduct further business.

Next Regular Legislative Meeting: 7:00 P.M., Wednesday, May 13, 2026.

DRAFT

COUNCIL CHAMBER CITY OF BELLEVUE, CAMPBELL COUNTY, KENTUCKY

MINUTES OF THE REGULAR MEETING OF COUNCIL MARCH 11, 2026

Board of Council met in regular session on the above date at 7:00 p.m. Mayor Charlie Cleves called the meeting to order. The following answered roll call:

MEMBERS: Harp, Bothman, Guidugli, Ondeck, Almoslechner and Kruse. Mayor Charlie Cleves presiding.

MOTION: By Kruse seconded by Almoslechner that the Minutes of Vision Session on February 7, 2026 and Minutes of Regular Council on February 11, 2026 are accepted as received. Motion carried.

MOTION: By Guidugli seconded by Kruse that the following claims be paid:

General Fund	(54)	\$	553,614.19
General Fund (2/28/26)	(8)		27,106.79
Port Bellevue (2/28/26)	(1)		146.07
City Events	(5)		6,642.49
City Events (2/28/26)	(1)		450.00
Municipal Road Aid	(5)		31,222.33

Motion carried.

FOR THE RECORD: Councilmember Bothman provided a BNA update.

FOR THE RECORD: Mayor Charlie Cleves reported on the following:

First Friday, April 3rd – Chicks on the Avenue.

FOR THE RECORD: Police Chief Jon McClain was absent. City Administrator Warnock stated his report is provided in the packet.

FOR THE RECORD: Fire Chief Brent Schafer stated his report is provided in the packet and reported on the following:

157 runs, 39 fire, 118 EMS. Good training over the past month. 410 total training hours so. The FD Audit is completed. The SAFER grant is on hold. However, the Fire Board did approve them to apply for 3 positions. The FD has signed a contract with Safe Haven baby boxes to have one installed at the fire station. This is 100% donation funded.

FOR THE RECORD: Code Enforcement Director Tom McDaniel was absent. City Administrator Warnock stated his report is in the packet.

FOR THE RECORD: Rick Mallery, Public Services Director stated their report is provided in the packet.

FOR THE RECORD: City Administrator Frank Warnock reported the mayor and himself met with Will Weber from Southbank. Southbank has spent \$50,000 on the Bellevue Beach Park.

FOR THE RECORD: John Chamberlin from Chamberlin Owen & Co. Inc, presented the annual FY25 audit to Council. Mr. Chamberlin advised the firm did not find any issues with internal controls or compliance. Mr. Chamberlin provided an overview of the City's financials.

MOTION: By Almoslechner seconded by Guidugli to approve the FY25 audit. Motion carried.

FOR THE RECORD: Charlie Zimmerman provided an InVue updated.

FOR THE RECORD: Paul Shimmer presented the Council with a new lifestyle magazine being distributed through the historic district. The name of the magazine is 'Southbank.'

MOTION: By Guidugli seconded by Kruse that Order 2026-03-01 an ordering approving an agreement between Cincy Bike Share d/b/a Red Bike and the City of Bellevue. Motion carried.

MOTION: By Kruse seconded by Harp that Order 2026-03-02 an order approving an agreement between the City of Bellevue and Summit Lane Public Relations for marketing and communication services. Motion carried.

MOTION: By Almoslechner seconded by Bothman that Order 2026-03-03 an order approving a contract with Palmer Engineering for environmental review and services related to the Covert Run Improvement project. Motion carried.

MOTION: By Guidugli seconded by Ondeck that Order 2026-03-04 an order approving a contract with Edmunds GovTech for financial software. Motion carried.

MOTION: By Guidugli seconded by Almoslechner to adjourn at 7:40 p.m. Motion carried.

Mayor, Charlie Cleves

ATTEST:

Lindy Jenkins
City Clerk/Treasurer



FIRE DEPARTMENT OF BELLEVUE - DAYTON
BRENT SCHAFFER, FIRE CHIEF

514 Sixth Avenue, Dayton, KY 41074
Phone: 859-261-0083 • Fax: 859-261-2578
www.fdbd.org

Fire Chief's Report for April 2026

Responses: We made 143 responses: 45 fire and 98 ems runs.

Training: We have trained in Fire Behavior, pre plans, Pump Opps/Drivers training, OB/GYN, Airway, Trauma, and pharmacology. 592 hours ytd

CPR: No classes this month.

Inspections: We conducted 12 inspections

Events:

- FDBD Showcase April 11th
- FDBD.org up and running. Site looks great.
- Presented at Dayton's strategic planning session
- 210 should be completed and back soon
- Tanker incident on 471

Respectfully submitted,

Chief Schaffer

Agency Activity Summary

Fire Department of Bellevue - Dayton

Agency: Fire Department of Bellevue - Dayton | Service Date: From 03/01/2026 Through 03/31/2026

Total Number of ePCRs: 92

Total Number of Incidents: 91

By Branch

01 Fire Department of Bellevue - Dayton, *Left Blank* = 14
Dayton, KY = 78

Billing Disposition (ePCR Data Only)

	#	%		#	%
Treated/Transported	60	65.2%	Dead Prior To Arrival	N/A	N/A
Treated / Transferred Care	N/A	N/A	Dead After Arrival	N/A	N/A
Treated/No Transport (AMA)	2	2.2%	Treat/Transported by Private Veh.	N/A	N/A
Treated / No Transport (Per Protocol)	1	1.1%	Assist	1	1.1%
Transported / Refused Care	N/A	N/A	Other	10	10.9%
No Transport / Refused Care	12	13.0%	No Patient Found	N/A	N/A
Cancelled	6	6.5%			
<i>Left Blank</i>	N/A	N/A			

Unit Disposition (ePCR Data Only)

Description	#	%
Cancelled Prior to Arrival at Scene	2	2.2%
No Patient Contact	1	1.1%
No Patient Found	3	3.3%
Non-Patient Incident (Not Otherwise Listed)	4	4.3%
Patient Contact Made	82	89.1%
<i>Left Blank</i>	0	0.0%
<i>Total</i>	92	100.0%

Patient Evaluation/Care Disposition (ePCR Data Only)

Description	#	%
Not Applicable	4	4.3%
Patient Evaluated and Care Provided	62	67.4%
Patient Evaluated and Refused Care	8	8.7%
Patient Evaluated, No Care Required	7	7.6%
Patient Refused Evaluation/Care	4	4.3%
Patient Support Services Provided	1	1.1%
<i>Left Blank</i>	6	6.5%
<i>Total</i>	92	100.0%

Crew Disposition (ePCR Data Only)

Description	#	%
Back in Service, Care/Support Services Refused	9	9.8%
Back in Service, No Care/Support Services Required	11	12.0%
Incident Support Services Provided (Including Standby)	1	1.1%
Initiated and Continued Primary Care	62	67.4%
<i>Left Blank</i>	9	9.8%
<i>Total</i>	92	100.0%

Transport Disposition (ePCR Data Only)

Description	#	%
No Transport	9	9.8%
Not Applicable	2	2.2%
Patient Refused Transport	10	10.9%
Transport by This EMS Unit (This Crew Only)	60	65.2%
<i>Left Blank</i>	11	12.0%
<i>Total</i>	92	100.0%

Run Type

	#	%		#	%
Emergency Runs	92	100.0%	Non-Emergency Runs	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	N/A	N/A	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A
Emergency Runs (Scheduled)	N/A	N/A	Non-Emergency Runs (Scheduled)	N/A	N/A
Stand By	N/A	N/A	Stand By	N/A	N/A
Mutual Aid	N/A	N/A	Mutual Aid	N/A	N/A
Interfacility	N/A	N/A	Interfacility	N/A	N/A
Intercept	N/A	N/A	Intercept	N/A	N/A

Emergency Type Left Blank: 0

Runs by Unit (ePCR Data Only)

Unit	Total Runs	Treat/Transp	Treat/Transfer	Treat/No Transp(AMA)	Treat/No Transp(PP)	Transp/Ref. Care	Cancelled	Dead Prior Arr	Dead After Arr	T/T Priv Veh	No Trans/Ref. Care	Assist	Other	No Pat. Found
M280	92	60	0	2	1	0	6	0	0	0	12	1	10	0
Total	92	60	0	2	1	0	6	0	0	0	12	1	10	0

Runs by Service Level (ePCR Data Only)

Dispatched Service Level	#	%	Recommended Service Level	#	%
BLS	37	40.2%	BLS	38	41.3%
ALS	55	59.8%	ALS1	54	58.7%
SCT	N/A	N/A	ALS2	N/A	N/A
			SCT	N/A	N/A
			Rotary Wing	N/A	N/A
			Fixed Wing	N/A	N/A

Runs by Insurance Type with Service Level (ePCR Data Only) (Multiple)

insurance types may have been marked on a run)

Type	BLS	%	ALS1	%	ALS2	%	SCT	%Rotary Wing	%Fixed Wing	%	Total	%
None	38	41.3%	54	58.7%	N/A	N/A	N/A	N/A	N/A	N/A	92	100.0%

Runs by Primary PI (ePCR Data Only)

Description	#	%
Abdominal Pain	3	3.3%
Airway Obstruction	1	1.1%
Alt. Level Conscious	4	4.3%
Anxiety	2	2.2%
Back Pain (No Trauma)	5	5.4%
Cardiac Symptoms	6	6.5%
Chest Pain	2	2.2%
Dehydration Symp.	1	1.1%
Dizziness	5	5.4%
Dyspnea-SOB	9	9.8%
Flu Symptoms	2	2.2%
GI -Bleed	1	1.1%
GI -Constipation	1	1.1%
Headache (no trauma)	1	1.1%
Hemorrhage-(severe medical)	1	1.1%
No Medical Problem	2	2.2%
Psychiatric Emerg.	1	1.1%
Syncope/Fainting	1	1.1%
Trauma Injury	16	17.4%
Unconscious	3	3.3%
Unknown Medical	7	7.6%
Vomiting	1	1.1%
Weakness	4	4.3%

Runs by Dispatch (EMD) Code

Description	#	%
101 Abdominal/Stomach Pain	3	3.3%
105 Accident-w/Injuries	1	1.1%
109 Alarm-Medical Emergency	1	1.1%
111 Animal-Bite/Attack	3	3.3%
112 Arm/Hand Injury	3	3.3%
113 Assault	1	1.1%
114 Assault w/Injuries	4	4.3%
117 Back Pain/Injury	4	4.3%
118 Bleeding/Hemorrhage	2	2.2%
122 Burn/Scalding	1	1.1%
123 Chest Injury/Pains	5	5.4%
124 Childbirth/Labor/Maternity	1	1.1%
125 Choking	1	1.1%
126 Diabetic Reaction	1	1.1%
127 Difficulty Breathing	13	14.1%
128 Dizzy	5	5.4%
137 Fall	13	14.1%
140 Head Injury	2	2.2%
141 Headache	1	1.1%
143 Ill/Non-Specific	11	12.0%
146 Non-Responsive Person	9	9.8%
148 Overdose/Medication	3	3.3%
157 Stabbing	1	1.1%
158 Stroke	2	2.2%
162 Syncope	1	1.1%
Left Blank	0	0.0%
<hr/> Total	92	100.0%

Transport From (Category)

	#	%
Home/Residence	60	65.2%
Facility	1	1.1%
Public Building	1	1.1%
Street/Hwy	5	5.4%
Other	2	2.2%
Home/Residence - Apartment	13	14.1%
Educational Ins. - Elementary School	1	1.1%
Educational Ins. - High School	2	2.2%
Street/Hwy - Other Paved Roadways	1	1.1%
Private Commercial Establishment	4	4.3%
Facility - Health Care Provider Office	2	2.2%
<i>Total</i>	92	100.0%

Transport From (Facility) (ePCR Data Only)

	#	%
--Left Blank--	92	100.0%
<i>Total</i>	92	100.0%

Transport To (Destination Facility) (ePCR Data Only)

	#	%
St. Elizabeth Ft. Thomas ED	45	48.9%
--Left Blank--	32	34.8%
University Hospital Cincinnati	6	6.5%
Christ Hospital	4	4.3%
Cincinnati Childrens Hospital	3	3.3%
St. Elizabeth Edgewood ED	2	2.2%
<i>Total</i>	92	100.0%

Inspections March 2026

Lead Inspector	PBO Assigned To	Address
McGraw, Dan	StoreGo Self Storage	21 Mary Ingles HWY
Ottaway, Jordan	United Dairy Farmers	145 Fairfield AVE
Ottaway, Jordan	Buckhead Mountain Grill	35 Fairfield AVE
Ottaway, Jordan	Gold Star Chili	47 Donnermeyer DR
McGraw, Dan	Unnamed	312 8th ST
McGraw, Dan	Unnamed	1231 4th ST
Ottaway, Jordan	364 Taylor Ave.	364 Taylor
Ottaway, Jordan	E-Rides	500 Fairfield AVE
Knight, Gary	Ape Made It	200 Fairfield AVE
Ottaway, Jordan	Dew or Dye	364 Taylor AVE
Hodge, David	Mahan Veterinary Services	40 Donnermeyer DR
Hodge, David	Mahan Law	40 Donnermeyer DR

Fire Department of Bellevue-Dayton 2026 Training Hours

Last Name	First Name	Level	Total Hours
Cetrulo	Jacob	2	41
Duke	Robby	3	29
Hassert	Alex	3	52.5
Hodge	David	3	19
Knight	Gary	3	46
Lynn	Jeremy	3	22
McGraw	Dan	3	41.5
Nance	Logan	2	66
Nuckols	Steven	2	22
Ottaway	Jordan	3	28.5
Patula	John	3	19
Pellé	Corey	3	36.5
Schafer	William	3	11
Rath	Andrew	2	62
Scott	Nicholas	3	43
Siska	Andrew	2	52.5
PAID STAFF TOTAL HOURS			592
AVERAGE PAID HOURS			37.00

March Training

- Drivers Training
- Fire Behavior
- Pre Panning
- Pump Ops
- OB/GYN
- Airway
- Trauma
- Pharmacology



March Recap

Fire Department of Bellevue-Dayton



March Runs

Fire - 45
EMS - 98
Total - 143

Yearly Runs

Fire - 141
EMS - 310
Total - 451

Training

FDBD took advantage of the warm weather that came through in March by doing pump ops training. This training was conducted to help prepare 3 members for their apparatus operator test out.

Tanker Fire

FDBD would like to say job well done to everyone that responded to the tanker fire on 471. This event shows just how important mutual aid is to our region. 10+ fire departments responded including 2 from out of county and 2 from out of state for a total of 25+ apparatus on scene!

Where's the Ladder?

Recently we have been getting questions on where our ladder truck is. Not to worry, the truck is safe and sound, it is just getting some maintenance work done. We hope to have it back soon!



IAFF Local 3751

March Mania is in the air! March Madness has definitely not gone as most have thought, but we hope everyone is having luck on their Mania tickets!

Contact info

Phone: (859) 261-0083

Office hours: 8am-4pm M-F

Website: www.fdbd.org

PROJECT UPDATES FROM CITY ENGINEER

PROJECT	STATUS
FEMA SLIDE	Everything has been submitted to KYEM for project closeout. I sent a follow up email on 1/27/26 to see if it has been closed out yet.
DONNERMEYER DRIVE	PRIME is performing a final internal plan review. Updated plans will be sent to City for a final review and to Maggie at KYTC for the final environmental approval. PRIME sent me a plan set that has the disturb limits finalized. I have begun working on getting the consent and release forms signed and have contact information for all the owners.
Covert Run	We only need the consent and release form from 650 Covert Run because 3 cars stack up from the back of the driveway up to the edge of pavement. PRIME is checking to see if the design can be updated to stay off this property all together. Palmer has started on the environmental process and Nikki is working on the stormwater component. PRIME to send plans to review ASAP. A new storm inlet will be installed near 611 Covert Run so the owner can tie any private improvements into this if he wants.
Riverfront Commons Multi-Use Path	PRIME is updating the path design. Lochner is going to do the Environmental. I have asked PRIME to provide an estimated timeline on when the plans will be updated and ready for review. We met with the development team on 1/27 with PRIME AE to coordinate the path design with the updated site layout. This includes trying to accommodate the potential need for the ladder truck to access the river side of the development. The development team provided the design files for PRIME to use to help update the layout of the path. PRIME expects to have preliminary plans by the end of March.
Pedestrian Bridge	Sam has the plan for tree clearing in motion. All plan comments we received from CSX and KYTC have been addressed and approved. We are waiting on a construction agreement from CSX and final approval from KYTC. Everything has been submitted. The environmental has been approved by KYTC already. We will hold a pre-bid meeting to go over project details with the potential contractors. I met with KYTC District 6 to try and get this moving.
Lincoln Road Sidewalk	KYTC has said the project will receive construction authorization within the next couple of weeks. I followed up with Jackie Jones on this again and am trying to get it moving.
Annual Resurfacing	Eaton plans to be back in town near the middle of April to finish up the work they didn't complete in the fall. We will have another round of resurfacing that will take place between the middle of July and the middle of August for Grandview, Foote, and Washington following the water main relocation project.
Benke Sidewalk	We met with PRIME to go over the details on the project so that design can continue. PRIME to coordinate with Mike Jones with KYTC in Frankfort to see how environmental process will be handled.
Fairfield Ave Sidewalk	Environmental has been cleared. PRIME is looking into potentially extending the sidewalk in front of the Bellevue Vets back 6 inches to get 4' of clearance around each of the utility poles.

400 Taylor

Survey is complete and we have started on the design. We have requested plans from NKWD and Duke Gas to ensure we don't have utility conflicts.

CITY OF BELLEVUE
ORDER NO. 2026-04-01

**AN ORDER APPROVING AN AGREEMENT WITH PROFESSIONAL
LAWN CARE, INC. FOR MOWING SERVICES.**

* * * * *

WHEREAS, Professional Lawn Care, Inc. presently provides lawn care mowing and maintenance services for the City of Bellevue; and

WHEREAS, Public Services recommends that the City continue its contractual relationship with Professional Lawn Care, Inc.

NOW, THEREFORE, BE IT ORDERED, that

An agreement between Professional Lawn Care, Inc. and the City of Bellevue is hereby approved. The agreement is on file with the City Clerk's Office and is incorporated by reference as if fully rewritten herein. The Mayor is hereby authorized to execute the agreement.

Approved this 8th day of April, 2026.

Charlie Cleves, Mayor

ATTEST:

Lindy Jenkins, City Clerk/Treasurer

AGREEMENT

This Agreement entered into at Bellevue, Kentucky on this 8th day of April, 2026, by and between the City of Bellevue (hereinafter “Bellevue”), a Home Rule Class City, by and through its Mayor, Charlie Cleves, and approved by Bellevue City Council on the 8th day of April, 2026, and Professional Lawn Care, Inc., a Kentucky corporation (hereinafter “Contractor”), by and through David Gauspohl, President and duly authorized agent.

WHEREAS, Bellevue is in need of grass trimming and cutting at certain locations throughout the City and desires to retain Contractor to perform said cutting and trimming; and

WHEREAS, Contractor has the requisite knowledge and equipment to perform the cutting and trimming required by Bellevue herein, and desires to provide those services;

WHEREFORE, the parties agree as follows:

1. DESCRIPTION OF WORK

Contractor agrees to maintain the below listed areas in an aesthetically pleasing condition during the spring, summer and fall of 2023. Cutting and trimming shall occur on a 7-10 day cycle. “Cutting and trimming” shall include, but not be limited to, cutting and trimming grass, removing clippings from all sidewalks, basketball courts, volleyball courts and other paved surfaces; the removal of heavy cuttings and trimmings from grass and lawn areas, and preventing grass trimmings from entering into landscaped areas. The areas to be cut and trimmed are as follows:

- Washington & Walnut Street Park
- Swope Park
- Taylor & Grandview Steps
- Negal Park
- North/East corner Foote & Center Street
- South/West corner Center Street & Ward Avenue
- North/West corner Center Street & Ward Avenue
- O’Fallon Park
- Foote Avenue right-of-way, 434 Foote & railroad right-of-way
- 417 Foote Avenue & railroad right-of-way
- Riviera Drive
- South side of Lincoln Road between Ward Avenue & 712 Lincoln Road
- Covert Run right-of-way between 338 & 630
- Memorial Parkway at Wilson Avenue and at Ft. Thomas Border
- Thomas J. Wiethorn Memorial Beach Park
- City owned property adjacent to 124 Lafayette
- Harbor Green
- L.A. Fitness

Contractor will provide all equipment, labor and materials necessary to complete the tasks set forth in this paragraph. The requirements under this paragraph, including but not limited to the cycle of cutting and trimming is conditioned upon favorable weather.

2. PAYMENT TO CONTRACTOR

Contractor shall be paid the amount of \$25,440.00, payable in monthly installments as billed/invoiced by Contractor. Payment shall not be unreasonably withheld and shall be due within thirty (30) days of billing/invoicing.

3. OTHER CONDITIONS

Contractor agrees to comply with all rules, regulations, ordinances, codes and laws including but not limited to: obtaining an occupational license to perform work in Bellevue; providing worker compensation coverage for any and all employees; and maintaining liability coverage with Bellevue named as an additional insured in an amount no less than One Million Dollars (\$1,000,000.00).

4. TERMINATION OF CONTRACT

This Contract may be terminated by either party upon providing thirty (30) days written notice to the other party by certified mail.

5. SURCHARGE

If gas prices rise above \$4.00 per gallon Contractor may charge a fuel surcharge in an amount as the parties shall agree.

6. INDEMNITY AND HOLD HARMLESS

Contractor agrees to indemnify and hold harmless Bellevue from any and all lawsuits, claims, causes of action, litigation, administrative hearings, arbitrations and any and all other claims including costs of litigation, attorney's fees and any judgment received arising out of Contractor's performance, acts and/or omissions under this Agreement. Said indemnification and hold harmless includes but is not limited to property damage, personal injury and/or death.

7. CONDITION PRECEDENT

This Agreement is conditioned upon approval by the Board of Council of the City of Bellevue.

8. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties without exception; there are no other agreements either oral, written, express or implied.

9. JURISDICTION AND VENUE

This Agreement shall be construed according to the laws of the Commonwealth of Kentucky. Jurisdiction and venue shall lie with the Campbell County Courts.

10. NOTICES

All notices to Bellevue, including notice of termination, shall be sent to 616 Poplar Street, Bellevue, Kentucky 41073.

All notices to Contractor, including but not limited to notice of termination shall be sent to 1007 Monmouth Street, Newport, Kentucky 41071.

CITY OF BELLEVUE, KENTUCKY:

Charlie Cleves

Date

ATTEST:

City Clerk

Date

CONTRACTOR:

David Gauspohl, Professional Lawn Care, Inc.

Date

ATTEST:

City Clerk

Date

CITY OF BELLEVUE, KENTUCKY

ORDER NO. 2026-04-02

AN ORDER AUTHORIZING THE MAYOR TO ENTER INTO A REVOCABLE LICENSE AGREEMENT WITH CHRISTOPHER KEENAN-PFEIFFER AND MARY KEENAN-PFEIFFER TO ALLOW THE FAMILY TO BUILD A FENCE ON THE CITY'S RIGHT-OF-WAY.

* * *

WHEREAS, there is a public right-of-way, a “paper street,” adjacent to the Keenan-Pfeiffer family home at 16 South Foote Ave.; and

WHEREAS, the family wants to construct and maintain a fence on the paper street, and have additional yard area; and

WHEREAS, the right-of-way is a “paper” street, there is no pavement there and the area appears to be an extension of the Keenan-Pfeiffer yard; and

WHEREAS, for and in consideration of the Keenan-Pfeiffer family maintaining, mowing, and landscaping the right-of-way, the City hereby agrees to grant the family a revocable license agreement.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF BELLEVUE, KENTUCKY, AS FOLLOWS:

The Board of Council authorizes the Mayor to execute a Revocable License Agreement on behalf of the City with Christopher Keenan-Pfeiffer and Mary Keenan-Pfeiffer to allow the family to build a fence on the City's right-of-way adjacent to the home. The Revocable License Agreement is on file with the City Clerk's Office and is incorporated by reference herein as if fully rewritten herein.

SO ORDERED and approved by the City Council of the City of Bellevue, Kentucky, on this 8th day of April, 2026.

Charlie Cleves, Mayor

ATTEST:

Lindy Jenkins, City Clerk/Treasurer

CITY OF BELLEVUE, KENTUCKY

ORDER NO. 2026-04-03

AN ORDER OF THE CITY COUNCIL OF THE CITY OF BELLEVUE, KENTUCKY (“CITY”), ENCOURAGING NEYER PROPERTIES, INC., ITS AFFILIATES, SUCCESSORS AND/OR ASSIGNS (THE “COMPANY”), TO PROCEED WITH THE ACQUISITION, DEVELOPMENT, INSTALLATION, CONSTRUCTION, AND OPERATION OF A MIXED-USE DEVELOPMENT PROJECT COMPRISING AN “INDUSTRIAL BUILDING” WITHIN THE MEANING OF KRS 103.200, *ET SEQ.* BY AGREEING TO UNDERTAKE THE ISSUANCE OF ONE OR MORE SERIES OF INDUSTRIAL BUILDING REVENUE BONDS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$90,000,000, SUBJECT TO ADJUSTMENT, ISSUED IN ONE OR MORE SERIES; AGREEING TO A MEMORANDUM OF AGREEMENT REGARDING THE ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS (“MOA”); AND AGREEING TO TAKE SUCH OTHER ACTION AS NECESSARY OR REQUIRED TO AUTHORIZE THE ISSUANCE OF THE BONDS.

WHEREAS, it has been determined that the City of Bellevue, Kentucky (the “Issuer” or “City”), may assist Neyer Properties, Inc., an Ohio corporation, and/or its affiliates, successors, and/or assigns (the “Company”), by causing the acquisition, installation, construction, equipping, and operation of a mixed-use development project of the Company consisting of certain real property improvements, operating equipment and machinery, deemed necessary by the Company, in connection therewith, described in Exhibit “A”, attached hereto and made a part hereof (collectively, the “Project”); and

WHEREAS, in furtherance of the foregoing transaction, the City and the Company have entered into an Amended and Restated Development Agreement dated August 19, 2025 (the “Development Agreement”) and an Agreement In Lieu of Taxes dated as of December 23, 2025 (the “PILOT Agreement”); and

WHEREAS, the Company desires to enter into, at the appropriate time or times, one or more lease agreements with the Issuer (each a “Lease Agreement”) pertaining to the Project, all pursuant to the authority and purposes of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes, as amended (the “IRB Act”), and the ensuing public benefit to the residents of the Issuer and its environs, said Lease Agreement to be upon terms and conditions as the IRB Act may require and as the Issuer and the Company may deem acceptable; and

WHEREAS, the Company has represented to the Issuer that the acquisition, installation, construction, and operation of the Project, if constructed, will result in economic development, the creation of new housing and the creation of new job opportunities within the environs of the Issuer; and

WHEREAS, the Issuer is authorized by the IRB Act to issue bonds in one or more series to finance an “industrial building,” as hereinafter defined (the “Bonds”), for the purpose of defraying the costs of acquiring, constructing, equipping, and operating an “industrial building”, which term includes any activity, including new construction, that would result in an increase of forty-eight (48) units or more to the stock of residential multifamily housing units, and for the purpose of promoting the economic development of the Commonwealth of Kentucky (the “State”) and the City, including relieving conditions of unemployment by creating jobs and encouraging the increase of industry in the State and the City; and

WHEREAS, the Company and the Issuer have discussed the issuance of the Bonds and the provision of incentives to the Company from the Issuer; and

WHEREAS, the Issuer has agreed to issue the Bonds subject to certain contingencies set forth in the MOA and the Development Agreement and the approval of the terms of all agreements, resolutions, or ordinances, and other documents by and between the Company and the Issuer required to issue the Bonds, including but not limited to, a Lease Agreement, one or more trust indentures or similar agreements, and/or one or more agreements securing the repayment of the Bonds; and

WHEREAS, the Issuer has authorized the Company to proceed with the undertaking of the Project, subject to reimbursement of the initial costs of the Project from the proceeds of the Bonds, when and as issued; and

WHEREAS, based upon the Company’s present estimate of the aggregate costs of the Project together with a reasonable allowance for contingencies and incidental costs, the Issuer proposed to issue its industrial building revenue bonds, in one or more series, in an amount not to exceed \$90,000,000, in each case subject to final adjustment, for a term not to exceed forty (40) years from the date of issuance of each series of Bonds, to pay the costs of the Project, including costs incident to the authorization, sale, and issuance of the Bonds and other financing costs, with the understanding that such maximum aggregate amount may be increased by subsequent official action of the Issuer; and

WHEREAS, the Bonds will not be secured by the full faith, credit and taxing power of the Issuer, nor any of the Issuer’s other assets or properties, and Bonds will be payable solely from payments to be made by the Company under the Lease Agreement and from any other revenue sources arranged for by the Company and specifically pledged for the payment of principal, premium (if any) and interest on the Bonds; and

WHEREAS, subject to the contingencies set forth in the MOA and the Development Agreement and the issuance of the Bonds, the Issuer proposes to acquire title to the real property where the Project is to be constructed (the “Real Property”), and to lease the Real Property and the Project to the Company; and

WHEREAS, the Issuer proposes to enter into, at the appropriate time or times, the Lease Agreement with the Company under which the Company will covenant and agree to pay amounts sufficient to provide for the payment of principal of, premium, if any, and interest due

on the Bonds, together with all trustee, paying agent, and/or servicing agent's fees in connection with the Bonds and any other related charges as the same come due and payable; and

WHEREAS, the issuance of the Bonds pursuant to the IRB Act, the transfer of the Real Property to the Issuer, the construction of the Project thereon and the leasing of the Project to the Company, all as contemplated by the IRB Act, will result in the abatement of *ad valorem* taxes relating to the Project, pursuant to KRS 103.285; and

WHEREAS, to evidence the preliminary agreement of the Issuer and the Company with respect to the matters set forth in these recitals, the parties propose to enter into a Memorandum of Agreement Regarding Issuance of Industrial Revenue Bonds, substantially in the form set out in Exhibit "B", attached hereto and made a part hereof (the "Memorandum of Agreement").

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF BELLEVUE, KENTUCKY, AS FOLLOWS:

Section 1. It is found, determined, and declared that (a) the recitals set forth in the preambles to this Order, which are incorporated in this Section 1 by reference thereto, are true and correct; (b) the amount of money necessary to be provided by the Issuer through the issuance of the Bonds for the acquisition, installation, construction, equipping, and operation of the Project will be an aggregate principal amount not to exceed \$90,000,000, subject to adjustment, for a term not to exceed forty (40) years from the date of issuance of each series of Bonds; (c) the Company has represented it intends to have sufficient financial resources to acquire, construct, equip, and operate the Project and to continue to operate, maintain, and insure the Project throughout the term of the Bonds, meeting when due the obligations of the Lease Agreement and the PILOT Agreement; and, (d) sufficient safeguards shall be provided by the Lease Agreement to insure that all money provided by the Issuer from the proceeds of the sale of the Bonds will be expended, by way of direct expenditure or reimbursement, solely and only for the purpose of financing the Project.

Section 2. It is hereby found, determined and declared that (a) the costs of acquiring, constructing, equipping, and operating the Project will be paid out of the proceeds of the Bonds, together with such contributions of the Company as may be necessary; (b) that the Bonds do not constitute a debt, liability, general obligation, or other obligation of the Issuer; (c) that neither the full faith and credit nor the taxing power of the Issuer is pledged to the payment of the principal, premium, if any, or interest due on the Bonds; (d) that the Bonds, and the payment of interest and premium thereon, shall be secured and payable solely by a pledge of amounts to be paid by the Company, or otherwise to be available, under the Lease Agreement and any other revenue sources arranged for by the Company and specifically pledged for that purpose; (e) that no part of said costs will be payable out of any general funds, assets, properties, or other contributions of the Issuer; and, (f) that the Company shall pay all reasonable costs and expenses of the Issuer related to or arising from the issuance of the Bonds, including Issuer's reasonable attorney's fees and costs incurred by Issuer's attorney or Bond Counsel (defined herein) for the Bonds, and costs and expenses, including statutorily required publication cost.

Section 3. The acquisition, installation, construction, equipping, and operation of the Project may be initiated and undertaken, or caused to be initiated and undertaken, by the

Company forthwith and the Company is authorized to formulate and develop plans and specifications for the Project and to enter into such contracts and undertakings, as may be required for the acquisition, installation, construction, equipping, and operation of the Project. Payments or reimbursements to or on behalf of the Company after the receipt of the proceeds of the sale of the Bonds, by the Issuer, shall be made as set out in the Lease Agreement and the Development Agreement.

Section 4. No funds of the Issuer shall be expended for the costs of issuance of the Bonds or for the costs of the Project, except such as are derived from Bond proceeds.

Section 5. The Memorandum of Agreement substantially in the form attached hereto, and made a part hereof as Exhibit "B" is hereby approved and the Mayor, attested by the City Clerk, is hereby authorized to execute the Memorandum of Agreement on behalf of the Issuer.

Section 6. FBT Gibbons LLP is hereby approved and appointed as bond counsel ("Bond Counsel"). Bond Counsel is authorized and directed to take any legal action necessary or appropriate in connection with the issuance of the Bonds.

Section 7. This Order and the Memorandum of Agreement approved hereby constitute the present intent of the Issuer to issue the Bonds at a later date; provided, however, that the issuance of the Bonds is specifically conditioned upon those contingencies set forth in the MOA and the Development Agreement. The commitments of the Issuer and the Company are further conditioned upon the Issuer and the Company finalizing and agreeing to the terms of the Lease Agreement and such other documents as may be reasonably required in connection with the issuance and sale of the Bonds.

Section 8. The terms and provisions of the MOA may be amended by the Mayor, without further action of the City Council, after the adoption of this Order, provided such amendments are not material and not adverse to the Issuer, do not violate the provisions of the IRB Act, and are agreed to by the Company. The Mayor's execution of the Memorandum of Agreement shall be evidence of the approval of any amendments.

Section 9. Compliance with Kentucky Revised Statutes. It is hereby found and determined that all formal actions of the City Council concerning and relating to the passage of this Order were taken in an open meeting of the City Council, and that all deliberations of this City Council and of any of its committees, if any, that resulted in such formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements of the Kentucky Revised Statutes.

Section 10. This Order shall be in full force and effect from and after its adoption.

ADOPTED by the City Council of Bellevue, Kentucky, at a meeting held on April __, 2026.

By: _____
CHARLIE CLEVES, MAYOR

Attest:

By: _____
LINDY JENKINS, CITY CLERK

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the City Council of Bellevue, Kentucky, (the "Issuer"), and as such I further certify that the foregoing (with the attached Exhibits "A" and "B"), is a true, correct and complete copy of an Order duly adopted by the City Council of the Issuer at a regular meeting properly held on April 8, 2026 signed by the Mayor and is now in full force and effect, all as appears from the official records of the Issuer in my possession and under my control.

IN WITNESS WHEREOF, I have hereunder set my hand this _____ day of April 2026.

Lindy Jenkins, City Clerk

EXHIBIT A

Project Description

The initial phase of the Project consists of estimated capital requirements of \$60,025,000 for the improvements.

The initial phase Project components to be financed by the Bonds are as follows:

1. Acquisition of real property located within the jurisdictional boundary of the City, including (i) the acquisition of certain City-owned property for \$2,000,000, and (ii) the acquisition of privately owned property for \$1,400,000.

2. Installation, construction, and equipping of improvements consisting of (i) approximately 186 market-rate apartment units, (ii) approximately 7,000 square-feet of commercial space within a mixed-use building, and (iii) approximately 306 spaces of structured parking and surface parking, the estimated cost of which is approximately \$45,250,000 (the “**Mixed-Use Project**”).

3. Installation, construction, and equipping of off-site infrastructure improvements, including (i) grading and shoring, roadway improvements, and streetscaping; (ii) utility improvements, (iii) traffic signalization, and related improvements, the estimated cost of which is \$1,950,000 (collectively, the “**Off-Site Infrastructure Project**”).

4. Soft costs, including (i) legal costs, insurance, title costs, (ii) real estate commissions; (iii) development fee, (iv) contingency, and (v) interest carry during construction and lease-up, the estimated cost of which is \$9,425,000 (the “**Soft Costs**”).

The second phase of the Project will consist of an approximately 60-100 room hotel, or with the City’s prior approval, an alternative hospitality use or for-sale condominiums, in each case, with an estimated cost of \$20,000,000.

EXHIBIT B

Form of Memorandum of Agreement

MEMORANDUM OF AGREEMENT REGARDING ISSUANCE
OF INDUSTRIAL BUILDING REVENUE BONDS

This MEMORANDUM OF AGREEMENT REGARDING ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS, by and between the CITY OF BELLEVUE, KENTUCKY (the “City”) and NEYER PROPERTIES, INC., an Ohio corporation, or its permitted assignee, authorized to do business in the Commonwealth of Kentucky (the “Company”).

WITNESSETH:

Section 1. Preliminary Statement. Among the facts and circumstances which have resulted in the execution of this Memorandum of Agreement by and between the parties are the following:

(a) The Company is desirous of acquiring, constructing, equipping and installing a mixed-use development project that will result in the new construction of forty-eight units or more of multifamily housing within the City of Bellevue, Campbell County, Kentucky (the “Project”).

(b) The Project proposed to be acquired, constructed, equipped and installed for use by the Company will constitute an “industrial building” within the meaning of Section 103.200 of the Kentucky Revised Statutes.

(c) The Company is initiating the development of plans, specifications and designs for the Project and has entered into discussions with the City with respect to the financing thereof, and the parties have entered into an Amended and Restated Development Agreement dated August 19, 2025 (the “Development Agreement”). The Company estimates that the aggregate cost of the Project will not exceed NINETY MILLION DOLLARS (\$90,000,000), including financing costs and issuance costs.

(d) The City is authorized and empowered by the provisions of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes (collectively, the “IRB Act”) to issue bonds, which term under the IRB Act encompasses bonds, notes, variable rate bonds, commercial paper bonds, bond anticipation notes or any other obligations for the payment of money issued by a city, county or other authority pursuant to the IRB Act, for the purpose of defraying the costs of acquiring, constructing, equipping and installing an industrial building or buildings, as defined in the IRB Act, in order to promote the economic development of the Commonwealth and the establishment, retention or expansion of industry. The City is empowered, with respect to such industrial building facilities so acquired, constructed, equipped and installed, to enter into at the appropriate time a lease agreement with a concern such as the Company providing for such payments by the Company and such other terms and conditions as the City may deem advisable.

(e) The purposes of the IRB Act, inter alia, are to promote the economic development of the Commonwealth of Kentucky, to relieve conditions of unemployment, to promote reconversion to a peacetime economy, to aid in the rehabilitation of returning veterans, to encourage the increase of industry in Kentucky, and to aid in the retention of existing industry by certain described means. In furtherance of such purposes the City, at the request of the Company, proposes to cause to be acquired, constructed, equipped and installed the Project for the Company's use in connection with the operations of the Company in the City. The City intends to finance the Project and to enter into at the appropriate time a lease agreement with the Company pursuant to the provisions of the IRB Act with respect to the Project.

(f) The Company is ready, willing and able to cause initial acquisition, construction, equipping and installation of the Project to be undertaken, but has been advised by counsel that in order to warrant the issuance of industrial building revenue bonds by the City it is necessary that official action be taken by the City approving the Project and agreeing to issue at the appropriate time industrial building revenue bonds to finance the costs of acquisition, construction, equipping and installation of the Project.

(g) Representatives of the City have indicated the willingness of the City to proceed with and to carry out such industrial building revenue bond financing in order to effectuate the purposes of the IRB Act and have advised the Company that, subject to due compliance with all requirements of law and the obtaining of all necessary consents and approvals required by law, and to the happening of all acts, conditions and things required precedent to such financing, including (i) the satisfaction of all contingencies under the Development Agreement, and (ii) satisfaction of all other requirements of the City relating to the Project, the City, by virtue of authority of the IRB Act, will issue and sell its industrial building revenue bonds in one or more series as determined by the Company and agreed to by the City in an amount not to exceed NINETY MILLION DOLLARS (\$90,000,000) (the "Bonds").

(h) The City considers and determines that the acquisition, construction, equipping and installation of the Project, and the execution of a lease agreement with the Company at the appropriate time with reference to the Project, will promote and further the purposes of the IRB Act.

(i) Pursuant to KRS 103.230(l), the Company has requested and hereby requests that the sale of the Bonds by the City be made upon a negotiated basis in a manner to be determined by the Company.

(j) The Company represents that the Project will result in the new construction of forty-eight (48) units or more to the stock of residential multifamily housing units in the City as contemplated under KRS 103.200(p).

Section 2. Representations and Undertakings on the Part of the Company. The Company represents, undertakes, covenants and agrees as follows:

(a) That the Company intends to utilize the Project, or cause the Project to be utilized, at all times during the term of the lease agreement to be entered into at the appropriate

time by and between the City and the Company with reference to the Project for the purposes hereinbefore indicated;

(b) That the Project will tend to provide housing and relieve conditions of unemployment;

(c) That the Company will cause contracts to be entered into for, or will otherwise provide for, the acquisition, construction, equipping and installation of the Project;

(d) That prior to or contemporaneously with the delivery of the Bonds the Company will enter into a lease agreement with the City under the terms of which the Company will obligate itself to undertake and to complete the acquisition, construction, equipping and installation of the Project and to pay to the City sums sufficient in the aggregate to pay the principal of, interest on, and premium, if any, on the Bonds as and when the Bonds shall become due and payable, such lease agreement to contain such other provisions as shall be agreed upon by the City and the Company;

(e) Upon the passage of the Inducement Order, the Company agrees to deposit with the City, a nonrefundable legal deposit in the aggregate amount of twenty thousand dollars (\$20,000) for legal costs associated with the preparation of the Development Agreement and the Bond documents, which deposit shall be applied against the City's legal costs upon closing of the Bonds. If for any reason the Bonds are not issued, sold and delivered, this Agreement shall terminate in accordance with the terms and conditions set forth herein, and (a) the Company shall pay or reimburse the City for all expenses that have been incurred by the City in excess of the \$20,000 deposit in connection with the planning, developing, and financing of the Project, and (b) the Company shall be solely responsible for costs incurred with respect to the Project through the date of such termination; and

(f) The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it or the City may deem appropriate in pursuance thereof.

Section 3. Undertakings on the Part of the City. Subject to the fulfillment of the several conditions herein stated, the City agrees as follows:

(a) That it will upon satisfaction of all contingencies contained herein authorize or cause to be authorized the issuance and sale of the Bonds pursuant to the terms of the IRB Act as then in force in an aggregate principal amount not to exceed NINETY MILLION DOLLARS (\$90,000,000), or such other aggregate principal amount as shall be sufficient to pay the costs of the Project and related costs when actually determined;

(b) That it will adopt or cause to be adopted such proceedings and authorize the execution of such documents as may be necessary or acceptable for (i) the authorization, issuance and sale of the Bonds, (ii) the acquisition, construction, equipping and installation of the Project, (iii) providing for the payment of principal of and interest on the Bonds by the lease agreement with the Company pursuant to the IRB Act, all as shall be authorized by the IRB Act and upon terms which shall be mutually satisfactory to the City and the Company;

(c) That the aggregate basic payments stipulated to be made by the Company under the lease agreement with the City with reference to the Project shall be at least sufficient (in addition to covenants of the Company to properly operate, maintain and insure the Project) to pay the principal of, interest on and redemption premium, if any, on all of the Bonds as and when the same become due and payable, whether at maturity or prior redemption or upon any acceleration of payment of principal as provided in the Bond proceedings; and

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings as it may deem appropriate.

Section 4. General Provisions.

(a) The Company has requested that the sale of the Bonds be negotiated in the manner permitted by statute and that the terms of the sale be subject to approval by the City and Company.

(b) All commitments of the City and the Company pursuant to this Memorandum of Agreement with respect to the initial phase of the Project are subject to the condition that on or before one year from the date hereof or such later date as shall be agreed upon by the City and the Company, the City and the Company shall have agreed to mutually acceptable terms and conditions with respect to the lease agreement referred to in this Memorandum of Agreement and the details of the industrial building revenue bond financing.

(c) If the event set forth in (b) of this paragraph does not take place within the time set forth therein, or any agreed extension thereof, and the Bonds are not issued within such time, the Company agrees that it will reimburse the City for all reasonable and necessary direct out-of-pocket expenses which the City may incur at the Company's request arising from the execution of this Agreement, and the performance by the City of its obligations hereunder shall thereupon terminate.

(d) This Memorandum of Agreement and the Order approving this Memorandum of Agreement constitute the present official intent of the City to issue the Bonds at a later date.

(e) NONE OF THE BONDS WILL BE GENERAL OBLIGATIONS OF THE CITY AND NEITHER THE BONDS NOR THE INTEREST THEREON SHALL CONSTITUTE OR GIVE RISE TO ANY INDEBTEDNESS OF THE CITY OR ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE BONDS AND THE PAYMENT OF INTEREST THEREON SHALL BE SECURED AND PAYABLE SOLELY AND ONLY BY A PLEDGE OF AMOUNTS TO BE PAID BY THE COMPANY UNDER ANY LEASE AGREEMENT WITH THE CITY AS REQUIRED BY THE IRB ACT. NO PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING THE PROJECT WILL BE PAYABLE OUT OF ANY GENERAL FUNDS, REVENUES, ASSETS, PROPERTIES OR OTHER CONTRIBUTIONS OF THE CITY.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.)

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement Regarding Issuance of Industrial Revenue Bonds by their officers thereunto duly authorized as of the ____ day of _____, 2026.

CITY OF BELLEVUE, KENTUCKY

BY: _____
Mayor

NEYER PROPERTIES, INC., an Ohio corporation

BY: _____

TITLE: _____