



CITY OF BELLEVUE

Regular City Council Meeting Agenda

Callahan Community Center

May 13, 2026 | 7:00 p.m. | 616 Poplar St., Bellevue, KY

[HTTPS://CAMPBELLMEDIA.ORG/LIVE/](https://campbellmedia.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 April 8, 2026.
3. Correspondence reported by City Attorney.
4. Treasurer's Report.
 - A. Claims.
5. Council Reports.
6. Mayor's Report.
 - A. Marianne Theater.
 - B. Wiffle Ball – Bellevue Beach Park.
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. Ordinance 2026-05-01 an ordinance levying and assessing ad valorem taxes for the general fund and municipal purposes for the City of Bellevue, for fiscal year July 1, 2026, through June 30, 2027, of all motor vehicles assessed within the City and setting the tax rate at .385 per \$100.00 valuation.
 - B. Ordinance 2026-05-02 an ordinance amending Ordinance 2016-09-01 pertaining to the establishment of a development area for economic development purposes within the city to be known as the Bellevue Improvement District Development Area.

- C. Ordinance 2026-05-03 an ordinance of the City of Bellevue vacating certain public rights-of-way, including (I) certain public right of way adjacent to Harbor Greene Drive and Berry Ave; (II) certain public right-of-way extending from Lafayette Ave and adjacent to Eden Ave; and (III) certain unmade public right-of-way, in each case, pursuant to KRS 82.405.
- D. Order 2026-05-01 an order appointing Kathryn Pritchard to the Bellevue Code Enforcement Board.
- E. Order 2026-05-02 an order reappointing Jill Fessler to the Historic Preservation Commission.
- F. Order 2026-05-03 an order appointing Tim Wilhelm to the Bellevue Planning and Zoning Commission.
- G. Order 2026-05-04 an order appointing Harry “Nick” Brown to the Historic Preservation Commission.
- H. Order 2026-05-05 an order approving an agreement between the City of Bellevue and the Greater Cincinnati Wiffleball League.
- I. Order 2026-05-06 an order entering into an interlocal agreement with the Northern Kentucky Public Sector Joint Health Insurance Pool.
- J. Order 2026-05-07 an order authorizing the mayor to execute and deliver a MOU pertaining to the donation of property in connection with the Riverfront Development project.
- K. Order 2026-05-08 an order accepting a grant from the Opioid Abatement Advisory Commission to provide funding for the Police Department’s DARE Program.
- L. Resolution 2026-05-01 a resolution acknowledging and celebrating “National Public Works Week” in the City of Bellevue.

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, June 10, 2026.

COUNCIL CHAMBER CITY OF BELLEVUE, CAMPBELL COUNTY, KENTUCKY

MINUTES OF THE REGULAR MEETING OF COUNCIL APRIL 8, 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 Bothman seconded by Kruse that the Minutes of Regular Council on March 11, 2026 are accepted as received. Motion carried.

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

General Fund	(50)	\$	142,942.68
General Fund (3/31/26)	(9)		29,185.86
Capital Improvement	(1)		106.44
Port Bellevue (3/31/26)	(3)		5,596.61
City Events	(6)		1,985.09
Harbor Greene	(1)		24,350.00
Municipal Road Aid	(4)		27,122.04
Municipal Road Aid (3/31/26)	(1)		25,000.00
Parks	(4)		814.57

Motion carried.

FOR THE RECORD: Councilmember Bothman provided a BNA update.

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

The house on the Dupont property the City purchased at Beach Park was demoed. Next week Mayor Cleves will be looking for volunteers to help with rock cleanup on the property.

FOR THE RECORD: Officer Michael Brown presented the 'Distracted Driving Awards' to the following students from Holy Trinity: Braden Lattimore, Lola Moore and Bryant White (not present).

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:

141 runs, 45 fire, 98 EMS. Good training over the past month. 600 total training hours ytd. Department

inspected 12 businesses. The ladder truck is in the paint booth. Hopeful it is back by Memorial Day Parade. Responded to the accident on 471 – backside of Colfax.

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

FOR THE RECORD: Bev McPhail, Public Services Laborer stated their report is provided in the packet.

FOR THE RECORD: Assistant City Administrator Sam Shelton provided an update on the Bellevue-Dayton Memorial Day Parade.

FOR THE RECORD: City Administrator Frank Warnock reported that he sent the proposed street re-pavement list to the council to review for FY27.

FOR THE RECORD: Andy Schabell, City of Alexandria Mayor introduced himself. Mayor Schabell is running for Campbell County Judge Executive in the republican primary.

MOTION: By Guidugli seconded by Ondeck that Order 2026-04-01 an order approving an agreement with Professional Lawn Care Inc. for moving services pass. Motion carried.

MOTION: By Kruse seconded by Harp that Order 2026-04-02 an order authorizing the mayor to enter into a revocable license agreement with Christopher Keenan-Pfeiffer and Mary Keenan-Pfeiffer pass. Motion carried.

MOTION: By Kruse seconded by Ondeck that 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 pass. Motion carried.

FOR THE RECORD: Councilmember Guidugli asked City Administrator Warnock if we can get a cost estimate to repair the alley on Division. Councilmembers discussed the need to focus on repairing an alley every 1-2 years.

MOTION: By Guidugli seconded by Kruse to adjourn at 7:25 p.m. Motion carried.

Mayor, Charlie Cleves

ATTEST:

Lindy Jenkins
City Clerk/Treasurer



CITY OF BELLEVUE
616 POPLAR STREET
BELLEVUE, KY 41073
(859) 431-8888

CHARLIE CLEVES
MAYOR

LINDY JENKINS
CITY CLERK/TREASURER

May 8, 2026

Honorable Mayor and Board of Council:

Attached to this you will find the Treasurer's Report for the month of April, 2026.

Should you have any questions regarding the attached, or need further information, please let me know.

Best,

Lindy Jenkins
City Clerk/Treasurer

Revenue by Fund
April 2026

General Fund

REVENUE	Month	Annual	Budget	%
Property Taxes	\$ 4,702.49	\$ 2,343,221.48	\$ 2,000,000.00	1.17
PILOT	\$ -	\$ 156,599.65	\$ 175,000.00	0.89
Payroll Tax	\$ 358,847.83	\$ 1,875,423.30	\$ 2,250,000.00	0.83
Occupational License Tax	\$ 121,595.35	\$ 192,345.92	\$ 200,000.00	0.96
Insurance Preimum Tax	\$ 77,345.49	\$ 1,206,791.74	\$ 1,250,000.00	0.97
Public Service Fee	\$ 3,397.70	\$ 903,363.00	\$ 430,445.00	2.10
All Other Revenues	\$ 109,614.23	\$ 1,122,914.71	\$ 1,028,516.50	1.09
Reserves		\$ -	\$ 699,449.10	
Total	\$ 675,503.09	\$ 7,800,659.80	\$ 8,033,410.60	0.97

Other Funds

REVENUE	Month	Annual	Budget	%
Municipal Road Aid	\$ 7,481.74	\$ 609,534.78	\$ 3,958,058.00	0.15
Parks	\$ 406.67	\$ 5,351.25	\$ 239,000.00	0.02
Capital Improvement	\$ 138.42	\$ 204,867.38	\$ 215,200.00	0.95
Port Bellevue	\$ 13,177.72	\$ 365,111.92	\$ 1,151,006.00	0.32
Harbor Greene	\$ 6,024.80	\$ 408,587.98	\$ 408,263.00	1.00
Events	\$ 72.66	\$ 83,441.66	\$ 92,000.00	0.91
Police Forfeiture	\$ -	\$ -	\$ 3,640.00	0.00
Evidence	\$ -	\$ -	\$ 12,060.61	0.00
Total	\$ 27,302.01	\$ 1,676,894.97	\$ 6,079,227.61	0.28

**Expenses by Fund
April 2026**

General Fund	Month	Annual	Budget	%
Legislative	\$ 1,654.95	\$ 20,788.40	\$ 28,300.00	0.7346
Administrative *	\$ 102,405.68	\$ 1,670,124.17	\$ 1,384,974.00	1.2059
Police	\$ 150,232.61	\$ 1,654,275.58	\$ 2,245,591.50	0.7367
Public Services	\$ 112,725.32	\$ 1,112,718.41	\$ 1,520,050.00	0.7320
Special Appropriations	\$ 56,322.66	\$ 2,670,511.50	\$ 2,854,495.10	0.9355
Total	\$ 423,341.22	\$ 7,128,418.06	\$ 8,033,410.60	0.8873

*This is due to the property acquisition at Beach Park (\$445,000.00).

Other Funds	Month	Annual	Budget	%
Municipal Road Aid	\$ 27,122.04	\$ 444,229.72	\$ 3,958,058.00	0.1122
Parks	\$ 814.57	\$ 47,691.47	\$ 225,000.00	0.2120
Capital Improvement	\$ 106.44	\$ 144,700.70	\$ 215,200.00	0.6724
Port Bellevue	\$ 132.29	\$ 212,776.57	\$ 1,151,006.00	0.1849
Harbor Greene	\$ 24,355.00	\$ 413,016.26	\$ 408,263.00	1.0116
Events	\$ 1,985.09	\$ 63,773.57	\$ 92,000.00	0.6932
Police Forfeiture	\$ -	\$ -	\$ 3,640.00	0.0000
Evidence	\$ -	\$ -	\$ 12,060.61	0.0000
Total	\$ 54,515.43	\$ 1,326,188.29	\$ 6,065,227.61	0.2187



BELLEVUE POLICE DEPARTMENT

616 Poplar Street
Bellevue KY, 41073
Tel: 859-261-1122 Fax: 859-261-0436
www.bellevueky.org
Colonel Jon McClain, Chief of Police



Police Report for May, 2026

City Administration and Members of Council,

Below are the highlights from the month of April;

- I've been working on an ICAC investigation. Based on the images located on the suspect's phone, he is looking at several dozen counts of child pornography. I have served search warrants on his computer, a hard drive, and his Google Account.
- I attended Police Executive Command in-service training last week in Richmond
- Our new Tahoe is done. We are waiting on the mount for the MDT
- With the help of Lt. Bass and Ofc. Begley, I designed an America 250 patch, and ordered them. They should be here in a few weeks. I've attached a sample photo.
- I've spent much of the last week investigating the fatal house fire in Newport as a supervisor with the Campbell County Fire Investigation Team.
- All but two on the Flock cameras are up. We have already solved a theft case from One Stop because of the Flock cameras. The suspects are from Radcliff and have been in several other parts of the state.
- I met with Executive Director of the Kentucky Association of Chiefs of Police to go over the state conference Bellevue will be hosting next August, and to discuss re-accreditation we are up for this year.
- I got with Robin to get Lunch and Popsicles with police scheduled for this summer, She should have the dates out soon.
- Sgt. Bonar and Officer Brown made a trafficking arrest on a subject at UDF, which led to a search warrant of his home. This brought more trafficking charges as well as gun charges. Over \$8,000 was seized in the process.

PARKING CITATIONS

Yellow Zone	1
Abandoned / Inoperable	2



This concludes my report for April, 2026

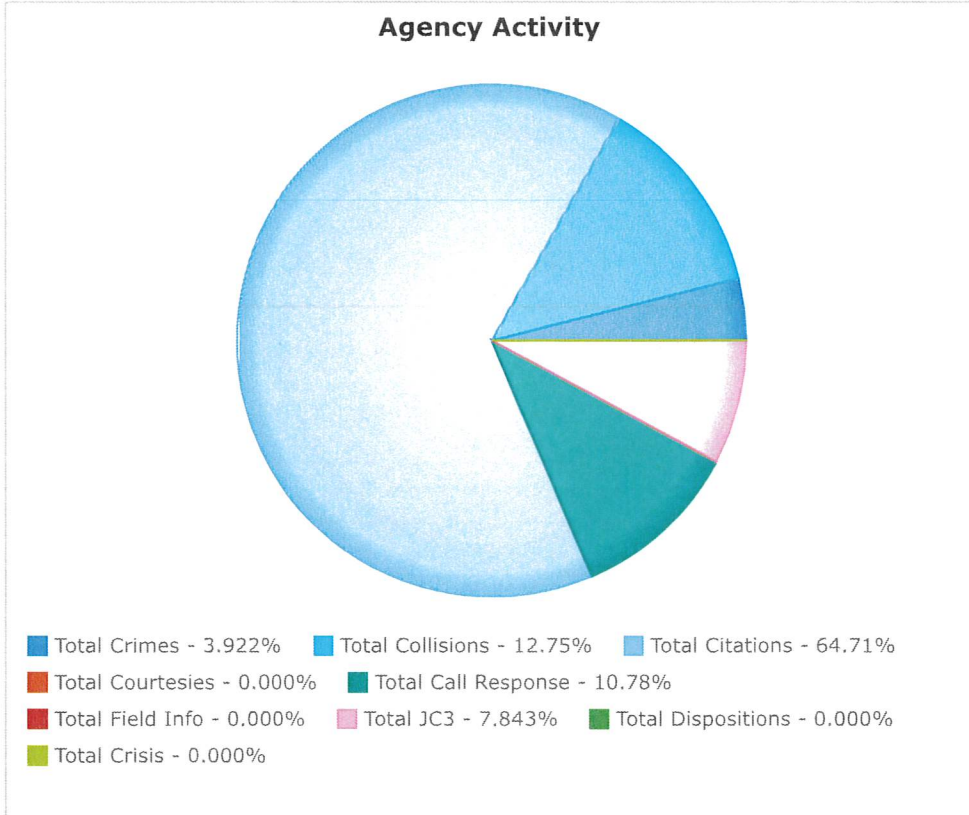
Chief Jon McClain

Quick Stats Results

5/4/2026 9:33 AM

Select records where all of the following apply
Incident Agency is in list BELLEVUE POLICE DEPARTMENT
and Incident Date within previous month

Powered by EasyQuery (<https://korzh.com/easyquery/>)



Stat Summary

Total Crimes	4
Total Collisions	13
Total Citations	66
Total Courtesies	0
Total Call Response	11
Total Field Info	0
Total JC3	8
Total Dispositions	0
Total Crisis	0

Citation: Arrest Count Summary

From: 4/1/2026 **To:** 4/30/2026

0190100 - BELLEVUE POLICE DEPARTMENT

Total Adult Arrests:	13
Total Juvenile Arrests:	0
Total Traffic Arrests:	1
Total Criminal Felony Arrests:	3
Total Criminal Misdemeanor Arrests:	3

Citation: Violation Code Summary By Agency

From: 4/1/2026 To 4/30/2026

0190100 - BELLEVUE POLICE DEPARTMENT

Total Citation Violations	81
Total Traffic Citation Violations	66
Total Criminal Citation Violations	15
Total Non-Traffic and Non-Criminal Citation Violations	0
Total Citation Violations with Juveniles Involved	0

<u>Violation Code and Description</u>	<u>Total Number</u>	<u>Juvenile Involved</u>	<u>Arrest Totals</u>	<u>Alcohol Involvement</u>	<u>Drug Involvement</u>
ALL OTHER OFFENSES					
01150 FAILURE TO APPEAR	1	0	1	0	0
02648 CONTEMPT OF COURT LIBEL/SLANDER RESISTANC TO ORDER	1	0	1	0	0
DRIVING UNDER THE INFLUENCE					
03118 OPER MTR VEHICLE U/INFL SUBST (189A.010(1C) - 1ST	1	0	1	0	1
DRUG EQUIPMENT VIOLATIONS					
42081 DRUG PARAPHERNALIA - BUY/POSSESS	1	0	1	0	1
DRUG/NARCOTIC VIOLATIONS					
42203 POSS CONT SUB 1ST DEG 1ST OFF (COCAINE)	1	0	1	0	1
42311 TRAF IN MARIJUANA (8 OZ TO < 5 LBS.) 1ST OFF	1	0	1	0	1
42382 TRAFF IN CONT SUB, 1ST DEGREE, 1ST OFF - (< 10D.U.DRUGUNSPECIFIED SCH 1 &2)	1	0	1	0	1
42465 IMPORTING CARFENTANIL, FENTANYL, OR FENTANYL DERIVATIVES	1	0	1	0	1
42472 TRAFF IN CONT SUB, 1ST OFFENSE (CARFENTANIL OR FENTANYL DERIVATIVES)	1	0	1	0	1
DRUNKENNESS					
02304 ALCOHOL INTOX IN A PUBLIC PLACE (1ST & 2ND OFFENSE)	2	0	2	2	0

Citation: Violation Code Summary By Agency

From: 4/1/2026 To 4/30/2026

0190100 - BELLEVUE POLICE DEPARTMENT

<u>Violation Code and Description</u>	Total Number	Juvenile Involved	Arrest Totals	Alcohol Involvement	Drug Involvement
OTHER VIOLATIONS					
00003 SPEEDING 03 MPH OVER LIMIT	2	0	0	0	0
00005 SPEEDING 05 MPH OVER LIMIT	9	0	0	0	0
00010 SPEEDING 10 MPH OVER LIMIT	3	0	0	0	0
00015 SPEEDING 15 MPH OVER LIMIT	1	0	0	0	0
00017 SPEEDING 17 MPH OVER LIMIT	1	0	0	0	0
00026 SPEEDING 26 MPH OR > SPEED LIMIT	1	0	0	0	0
00111 DISREGARDING STOP SIGN	1	0	0	0	0
00136 CARELESS DRIVING	1	0	0	0	0
00177 FAILURE TO YIELD RIGHT OF WAY TO PEDESTRIANS	1	0	0	0	0
00380 NO OPERATORS-MOPED LICENSE	1	0	0	0	0
00407 NO REGISTRATION RECEIPT	1	0	0	0	0
00424 NO REGISTRATION PLATES	15	0	0	0	0
00480 FAILURE OF OWNER TO MAINTAIN REQUIRED INS/SEC, 1ST OFF	3	0	0	0	0
00491 BOOSTER SEAT VIOLATIONS	1	0	0	0	0
00499 FAILURE TO WEAR SEAT BELTS	11	0	0	0	0
00519 FAILURE TO PRODUCE INSURANCE CARD	13	0	0	0	0
00569 LEAVING SCENE OF ACCIDENT-FAILURE TO RENDER AID OR ASSISTANCE	1	0	0	0	0
SIMPLE ASSAULT					
00797 ASSAULT, 4TH DEGREE (DOMESTIC VIOLENCE) NO VISIBLE INJURY	1	0	1	1	0
00798 ASSAULT, 4TH DEGREE (DOMESTIC VIOLENCE) MINOR INJURY	1	0	1	0	0
WEAPON LAW VIOLATIONS					
02549 USING RESTRICTED AMMO DURING FELONY (NO SHOTS)	1	0	1	0	1
52197 POSSESSION OF HANDGUN BY CONVICTED FELON	1	0	1	0	1
Total	81	0	15	3	9

COLLISION REPORT ANALYSIS FOR SAFER HIGHWAYS

SUMMARY OF COLLISIONS BY AGENCY

From: 4/1/2026 To: 4/30/2026

Includes Parking Lot/ Includes Private Property Collisions

Agency: 0190100 - BELLEVUE POLICE DEPARTMENT

Post Area: ALL POSTS

Agency	Total Collisions	Fatal Collisions	Injury Collisions	Property Damage Only	Number Killed	Number Injured
BELLEVUE POLICE DEPARTMENT	13	0	2	11	0	2
Totals:	13	0	2	11	0	2



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 May 2026

Responses: We made 177 responses: 50 fire and 127 ems runs.

Training: We trained in drivers training, fire behavior, pump opps, altered loc, protocols, trauma, auto extrication, Duke Energy electric safety, and Dr. Emery with new protocol updates. 776 hours ytd


CPR: No classes this month.

Inspections: We conducted 17 inspections

Events:

- Duke Energy Electric Safety class
- Bellevue Prom mock crash
- FDBD Showcase
- Easter candy on Taylor
- 210 back. A few items before going back in service
- Newport fatal fire
- Met with Fire Marshall and DOJ School security Marshall for school walk throughs in both cities.
- New Chief vehicle. Waiting on lighting.

Respectfully submitted,


Chief Schaffer



April Recap

Fire Department of Bellevue-Dayton



March Runs

Fire - 50
EMS - 127
Total - 177

Yearly Runs

Fire - 191
EMS - 437
Total - 628

Training

FDBD had 6 personnel enrolled in a fire inspector class this month. We are thrilled to report that all 6 have passed and are now certified by the state as level 1 fire prevention inspector.

Showcase

FDBD recently had a firefighter showcase. This showcase was for both City Councils and our Fireboard. They participated in different firefighting skills including extrication, victim drag, forcible entry, and more!

Car seat Installation

FDBD is proud to announce that we are officially a car seat installation center! To have a car seat installed please call ahead and schedule a time to make sure we have a tech available



IAFF Local 3751

Baseball is in the air! At the end of April our Blue Shift went out to support one of our member's nephew's little league game at the Bellevue Vets.

Contact info

Phone: (859) 261-0083

Office hours: 8am-4pm M-F

Website: www.fdbd.org

Fire Department of Bellevue-Dayton 2

Last Name	First Name	Total Hours
Cetrulo	Jacob	58.5
Duke	Robby	40.5
Hassert	Alex	60.5
Hodge	David	27
Knight	Gary	59.5
Lynn	Jeremy	31
McGraw	Dan	59
Nance	Logan	74
Nuckols	Steven	34.5
Ottaway	Jordan	40.5
Patula	John	28
Pelle	Corey	51
Schafer	William	21
Rath	Andrew	72
Scott	Nicholas	53
Siska	Andrew	65.5
PAID STAFF TOTAL HOURS		776
AVERAGE PAID HOURS		48.50

April Training

- Prom Extrication Demo
- Drivers Training
- Fire Behavior
- Duke Energy Electric Demo
- Pump Ops
- Altered LOC
- EMS Protocol
- Trauma

Inspections performed April 2026

Lead Inspector	PBO Assigned To	Address	
Knight, Gary	Quick Cash Inc	547 Lafayette AVE	
Knight, Gary	Fessler's	343 Fairfield AVE	
Ottaway, Jordan	Bellevue Eagles	409 Eden AVE	
Ottaway, Jordan	Kent Lofts	241 Grandview AVE	
Ottaway, Jordan	Berry St Apartments	516 Berry ST	
Ottaway, Jordan	Grandview Elementary	500 Grandview AVE	
Ottaway, Jordan	Circle K	136 6th ST	
McGraw, Dan	501 Salon & Spa	501 Fairfield AVE	
McGraw, Dan	Siam Orchid	511 Fairfield AVE	
McGraw, Dan	Mackey Advisors	601 Fairfield AVE	
McGraw, Dan	Prost	615 Fairfield AVE	
Ottaway, Jordan	Bellevue Vets	24 Fairfield AVE	
Ottaway, Jordan	Chipotle	52 Donnermeyer DR	
Ottaway, Jordan	Konen's Pittstop	539 Berry AVE	
Hodge, David	Gamma Tech, Llc	200 Benham ST	
Scott, Nick	Acute Pet Urgent Care	331 Fairfield AVE	
Knight, Gary	330 6th	330 6th AVE	



CITY OF BELLEVUE

616 Poplar Street
Bellevue, Kentucky 41073
Phone: (859)292-4223
Fax: (859)261-8387
tom.mcdaniel@bellevueky.org

Tom McDaniel, Code Enforcement Director



May 5, 2026

MEMO

TO: Frank Warnock, CAO

SUBJECT: Code Enforcement Activities in April 2026

NOVs	14
CITATIONS	3
CODE ENFORCEMENT BOARD CASES	4

A	B	C	D	E	F
1	NOV#	Address/Business	PIDN/BUSINESS	NAME	Violation
2	3131	450 Berry Ave	999-9906-709.00	Bray	animal violations
3	3132	1014 Taylor Ave	999-99-08-075.00	Anderson	Trim tree 2nd warning
4	3133	126 Division St	999-99-08-108.00	PKV Investments	Garage
5	3134	123 Anspaugh Ave	999-99-06-203.00	Vickers	Animal waste
6	3135	522 Lafayette Ave	999-99-06-172.00	Hughes	Bamboo
7	3136	540 Berry Ave	999-99-07-402.00	White	grass
8	3137	154 Foote Ave	999-99-06-349.00	Russo	No Occ or Rental License
9	3138	231 Retreat St	999-99-07-686.00	Rieger	rubbish
10	3139	154 Foote Ave	999-99-06-349.00	Russo	rubbish
11	3140	300 Berry Ave	999-99-06-315.00	Chesterfield	grass
12	3141	226 Berry Ave	999-99-06-412.00	DMD Ent	grass
13	3142	906 Clayton Ct	999-99-07-361.00	Tanner	grass
14	3143	310 Eden Ave	999-99-06-547.00	Wilson	grass
15	3144	319 Taylor Ave	999-99-06-011.00	TRUE	grass

A	B	C	D	E	F	G	H
Citation Number	Date	Owner	Violation Address	Owner Address	PIDN	Violations	Pay Out Fine
1							
2	2026-521 4/7/2026	Myong-In LLC	402 Foote Ave	Same	999-99-07-808.00	Chronic Criminal Nuisance (3rd offense)	\$ 250.00
				303 Cooper Rd, West Union OH 45693		Chronic Nuisance Property	
3	2026-522 4/21/2026	Daniel J McNeilan (estate)	253 Berry Ave		999-99-06-798.00		\$ 500.00
4	2026-523 4/23/2026	Potter Thomas P Susan C (Estate)	280 O'Fallon Ave	same	999-99-07-585.00	Vacant not registered; fence rubbish; fence window not weater tight	\$ 500.00

A	B	C	D	E	F	G	H	I
Citation Number	Date	Owner	Violation Address	Owner Address	PIDN	Violations	Pay Out Fine	FO Amount
1				10871 Rosebriar Dr, Union, KY 41091				
2	2026-514 1/6/2026	Rebound Remodel	206 Lafayette Ave	999-99-07- 305.00	NO COA NO BP		\$ 250.00	Continue for abatement
3	2026-515 1/7/2026	Jasso Jose Frias & Aguilera Blanca	129 Retreat St	442 Foote Ave	999-99-07- 327.00	Chronic Nuisance	\$250.00 to \$14,000.00	continued for abatement
4	2026-519 3/24/2026	Myong-In LLC	402 Foote Ave	Same	999-99-07- 808.00	Chronic Criminal Nuisance (2nd offense)	\$ 200.00	2 cases combined fine \$450.00 unless abaed
5	2026-521 4/7/2026	Myong-In LLC	402 Foote Ave	Same	999-99-07- 808.00	Chronic Criminal Nuisance (3rd offense)	\$ 250.00	combined with 2026-519



Bellevue Public Service Monthly Report

Mayor Cleves, and Board of Council the following is our April 2026 monthly report.

5/1/2026

Parks

- 1) Safety checks.
- 2) Weed tree beds.
- 3) Beach Park beds weeded and mulched.
- 4) Remove pile of rocks from new beach park area.

Tasks

- 1) Filling potholes
- 2) Finishing up Port Bellevue Entrance Way.
- 3) Pickups for cleanup week.
- 4) Remove several tree stumps.
- 5) Planting of perennial flowers in different spots.
- 6) Removal of Riverfront commons signs per Will of Southbank.
- 7) Replace street signs as needed.
- 8) Pickup and plant tree 421 Taylor.
- 9) New brakes 2012 F350.
- 10) Grass cutting begins.
- 11) Mulching begins.
- 12) Taylor Ave parking lot clean up of weeds removal of mulch seed planted.
- 13) Fireman memorial weeded cleaned up.
- 14) Landmark/Riveria stop sign and pole replaced.
- 15) 124 Lafayette lot weedeated.
- 16) Port Bellevue island cleanup.
- 17) Repair catch basin high school alley.

Weekly Duties

Parks inspected, repairs, and cleanup twice a week and as needed.

- 1) Catch basins clean before and after rain events.
- 2) Clean and setup Callahan Center and City Building yard for Council and other meetings.
- 3) Clean Fairfield Ave. for first Friday events.
- 4) Change Marquee as needed.
- 5) Grass cutting.
- 6) Trash Route twice a week and as needed.

Thank you, Public Service Dept.

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. Here is the response we got: all the closeout information has been sent to FEMA but FEMA is only open partially. They are limited to discussing BRIC only and HMGP is unfortunately still at a halt, so there is no telling when they will get back to us.
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 Danny 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 to 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.
Pedestrian Bridge	We need the construction agreement from CSX signed by the City. Spec comments from KYTC have been addressed. We will hold a pre-bid meeting to go over project details with the potential contractors.
Lincoln Road Sidewalk	KYTC has said the project will receive construction authorization within the next couple of weeks. OKI has this on their board meeting agenda to move all remaining funds to construction.
Annual Resurfacing	Eaton is back in town 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	Plan layout is ready to review. If ok, we can submit to SD1 for consideration.



April 2026

Marketing Communications Report

Submitted by Robin Klaene, Communications Director

Media

Press releases were written and distributed about mock crash demonstration, Earth Day events and Adopt a Class visit on Monday, May 4. WLWT covered mock crash demonstration. Link to story:

[Mock Prom night crash demonstration encourages safe decisions for students](#)

Mock Prom night crash demonstration encourages safe decisions for students



Farmer’s Market

Secured 16 vendors who have participated in past markets. Developed an application form to go on social media in May for new vendors. Met with a vendor who wants to assist efforts. Connected with NKY Health Department regarding food trucks they have vetted. Reached out to potential food truck contacts. Secured petting zoo. Researched and asked Lindy to order items for consideration as giveaways for the Farmer’s Market and other events.

Social Media

Bellevue Events Facebook page. Views are beginning to bounce back.

Last 28 days: Apr 3 - Apr 30


18,701 Views

+37.4% from previous 28 days

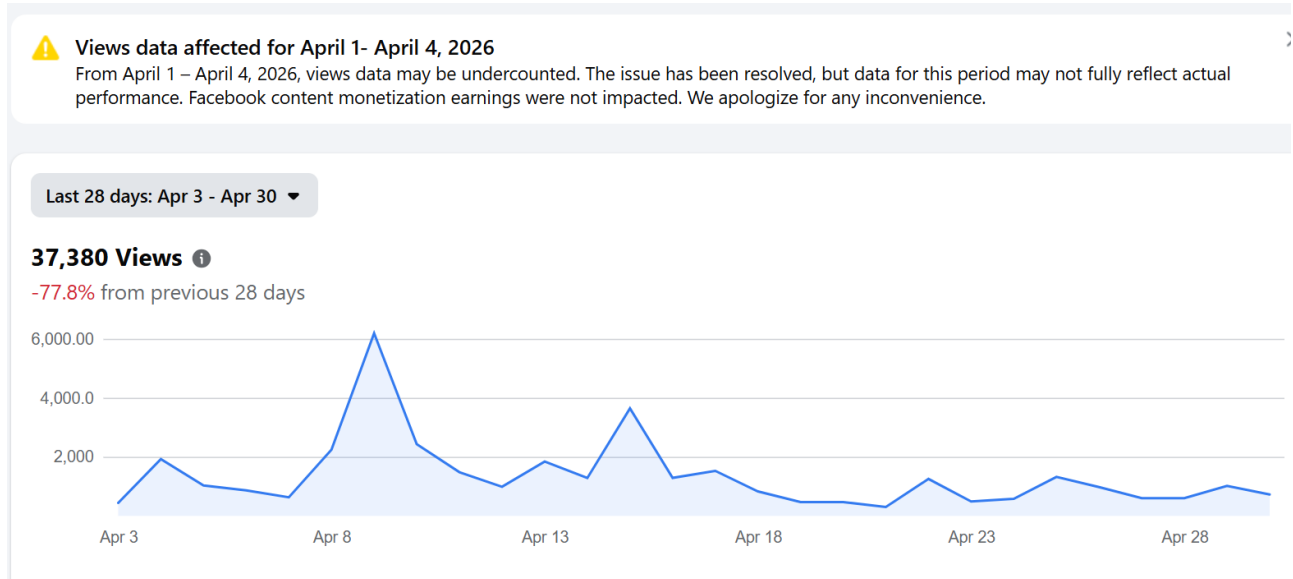


The post with the highest view was the mayor asking for cleanup help. 5,772 views.

Preview **Views** **Viewers** **Engagement**


 **Don't forget that tonight, C...** **5,772** **3,921** **239**
Published • Apr 22 at 12:10 PM

City of Bellevue Facebook. Statistics are down. However, Facebook had a note at the top of the analytics stating these numbers may not be accurate.

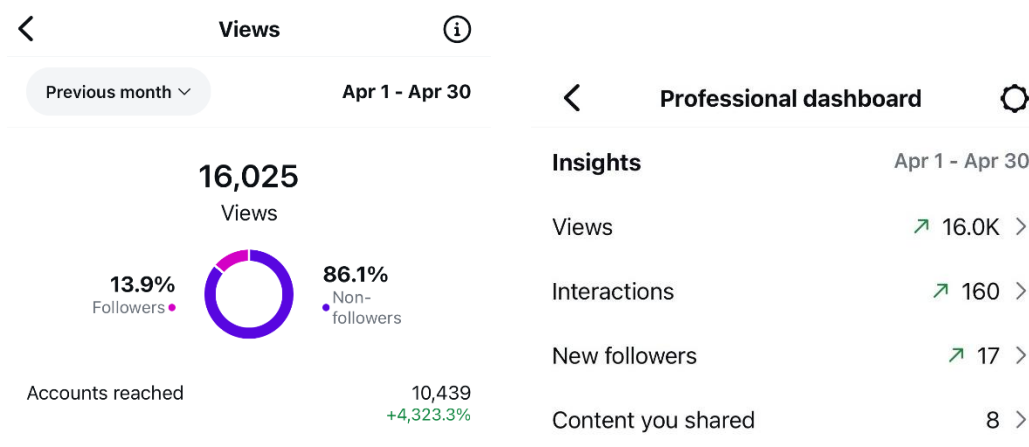


The post with the highest views was about the students who won the distracted driving art competition. 9,225 views.

Preview **Views** **Viewers** **Interactions**

 **Congratulations to Braden L...** **9,255** **5,346** **89**
Published • Apr 9 at 12:00 PM

Bellevue Instagram page. Viewership is trending up:



Miscellaneous

- Met public works teams.
- Toured storage area for events.
- Met with Sam Shelton and Jerrod Brown regarding Memorial Day activities.
- Filmed and photographed Easter Bunny visit.
- Connected with graphic designer to do a graphic design package for summer collateral and marketing materials.
- Prepared content for Community Events.
- Reviewed, reposted tags from businesses and organizations on Events Facebook page.
- Created events on Facebook page.
- Developed a one-sheet event list with who oversees each event.
- Created a one-page document on focuses of social media platforms (below)

Social Media photo and video use

A guide for photos and video use across city channels



City of Bellevue, Kentucky

8.7K followers • 254 following
Experience Bellevue, Kentucky, a small historic city across the Ohio River.
Government organization

City Facebook (Official)

Our City Hall voice

Official announcements
City-led events
Department updates
Leadership messages

Think: If it affects residents or requires action, it goes here.

Commenting prohibited.



Bellevue, KY Events

7.4K followers • 264 following
Southern Living Magazine recently named Bellevue place to be!
Community Organization ☎ +1 859-431-8888

Events Facebook (Community)

Our community bulletin board

Event promotions
Event recaps
Community happenings
Business events (if city is tagged)

Think: If it brings people together, it goes here.

Commenting permitted.

Instagram (Visual)

Our highlight reel



Commenting prohibited.

Event promotions
Great photos of Bellevue
Short videos and reels
Behind-the-scenes moments
Lifestyle content

Think: If it looks good and tells a quick story, it goes on Instagram.

Please send questions, ideas, suggestions or content to share to
Communications Director Robin Klaene at robin.klaene@bellevueky.org.
Save or search for photos and videos on the *J Drive at TBD????*

CITY OF BELLEVUE

ORDINANCE 2026-05-01

AN ORDINANCE LEVYING AND ASSESSING AD VALOREM TAXES FOR GENERAL FUND AND MUNICIPAL PURPOSES FOR THE CITY OF BELLEVUE, CAMPBELL COUNTY, KENTUCKY, FOR FISCAL YEAR JULY 1, 2026, THROUGH JUNE 30, 2027, OF ALL MOTOR VEHICLES ASSESSED WITHIN THE CITY AND SETTING THE TAX RATE AT .385 PER \$100.00 VALUATION.

* * * *

WHEREAS, pursuant to the pertinent section of the constitution of the Commonwealth of Kentucky, the general laws thereof and KRS 132.487 the Board of Council is required to pass an ordinance, annually, levying and providing for the collection of ad valorem taxes of the assessed valuation of motor vehicles registered within the city at a rate not to exceed that which could have been levied on the January 1, 1983 assessments, and

WHEREAS, after due consideration and deliberation, the Board of Council has determined the required tax rate for the fiscal year.

NOW, THEREFORE, be it ordained by the Board of Council of the City of Bellevue, Campbell County, Kentucky:

SECTION 1

There shall be levied against all motor vehicles registered in the City, on each \$100.00 of assessed valuation, duly assessed in accordance with KRS 132.487 an ad valorem tax at the rate of \$0.385.

SECTION 2

This ordinance shall become effective on January 1, 2026, after its adoption and publication according to law.

Charlie Cleves, Mayor

ATTEST:

Lindy Jenkins, City Clerk

1st Reading:

2nd Reading:

Publication:

CITY OF BELLEVUE, KENTUCKY

ORDINANCE NO. 2026-05-02

AN ORDINANCE OF THE CITY OF BELLEVUE, KENTUCKY ("CITY") AMENDING ORDINANCE NO. 2016-09-01 PERTAINING TO THE ESTABLISHMENT OF A DEVELOPMENT AREA FOR ECONOMIC DEVELOPMENT PURPOSES WITHIN THE CITY TO BE KNOWN AS THE BELLEVUE IMPROVEMENT DISTRICT DEVELOPMENT AREA TO DESIGNATE THE CITY'S OFFICE OF THE CLERK/TREASURER AS THE AGENCY RESPONSIBLE FOR OVERSIGHT, ADMINISTRATION AND IMPLEMENTATION OF THE DEVELOPMENT AREA; AUTHORIZING THE MAYOR AND OTHER OFFICIALS TO TAKE SUCH OTHER APPROPRIATE ACTIONS AS ARE NECESSARY OR REQUIRED IN CONNECTION WITH THE DESIGNATION OF THE AGENCY, INCLUDING EXECUTING AND DELIVERING A FIRST AMENDMENT TO THE HEREINAFTER DESCRIBED AND DEFINED LOCAL PARTICIPATION AGREEMENT.

WHEREAS, pursuant to Ordinance No. 2016-09-01 ("Original Development Area Ordinance"), the City Council of the City of Bellevue, Kentucky, by virtue of the laws of the Commonwealth of Kentucky ("State"), Kentucky Revised Statutes, specifically Sections 65.7041 to 65.7083, as may be amended (the "Act") (1) established a development area to encourage reinvestment in and development and reuse of areas of the City, (2) entered into agreements in connection with the establishment and development of a development area, (3) established a special fund for deposit of incremental revenues resulting from the development of a development area, and (4) designated the Bellevue Urban Renewal and Community Development Agency (the "Original Agency") to oversee, administer and implement projects within the development area; and

WHEREAS, City Council desires to amend the Original Development Area Ordinance to provide for the designation of the City of Bellevue Office of the Clerk/Treasurer as the successor agency to the Original Agency (the "Successor Agency"); and

WHEREAS, City Council further desires to approve the execution and delivery of a First Amendment to Local Participation Agreement to facilitate the substitution of the Successor Agency for the Original Agency together with such other amendments as may be desirable to the City, including amending the date of the Local Participation Agreement and the modification of the Activation Date (as defined in the Original Development Area Ordinance);

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

Section 1

That Ordinance 2016-09-01 and any amendments thereto are amended as indicated herein.

Section 2

Section 1.1 of the Original Development Area Ordinance is hereby amended and modified hereinafter as hereinafter set forth with changes and new provisions being underlined to read as follows:

"Agency" means the City of Bellevue, Office of the Clerk/Treasurer [~~Bellevue Urban Renewal and Community Development Agency~~].

Section 3

Section 6 of the Original Development Area Ordinance is hereby amended and modified hereinafter as hereinafter set forth with changes and new provisions being underlined to read as follows:

First Amendment to Local Participation Agreement. The Mayor of the City is hereby authorized and directed to execute, acknowledge and deliver on behalf of the City and on behalf of the Office of the Clerk/Treasurer the First Amendment to Local Participation Agreement which authorizes the pledge of a portion of the Incremental Revenues of the City from the Development Area to the payment of Redevelopment Assistance, Project Costs and/or Approved Public Infrastructure Costs and Financing Costs, the form of First Amendment to Local Participation Agreement to be signed by the Mayor on behalf of City and the Agency and by the County, shall be in substantially the form attached to this Ordinance, subject to further negotiations and changes therein that are not inconsistent with this Ordinance and not substantially adverse to the City. The approval of such changes by said officers, and that such changes are not substantially adverse to the City, shall be conclusively evidenced by the execution of, as applicable, such Local Participation Agreement by such officials.

Section 4

The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Ordinance.

Section 5

All prior resolutions, municipal orders or ordinances or parts of any resolution, municipal order or ordinance in conflict herewith are hereby repealed.

Section 6

This Ordinance shall be in full force and effect from and after its passage, attestation, recordation and publication of a summary hereof pursuant to KRS Chapter 424.

NOW, THEREFORE, BE IT ORDAINED by the Board of Council of the City of Bellevue,
Campbell County, Kentucky, that:

Charlie Cleves, Mayor

ATTEST:

Lindy Jenkins, City Clerk/Treasurer

First Reading:

Second Reading:

Publication:

FIRST AMENDMENT TO LOCAL PARTICIPATION AGREEMENT FOR THE BELLEVUE IMPROVEMENT DISTRICT DEVELOPMENT AREA

This First Amendment to Local Participation Agreement for the Bellevue Improvement District Development Area, dated May __, 2026 (the “Effective Date”) (this “First Amendment”), is made among the City of Bellevue, Kentucky (the “City”), the County of Campbell, Kentucky (the “County”) and the Office of the Clerk/Treasurer of the City of Bellevue, Kentucky (the “Agency,” and collectively referred to as the “Parties”). Capitalized terms not defined herein shall have the meanings assigned to them under that certain Local Participation Agreement for the Bellevue Improvement District Development Area, dated October 1, 2016, made by and among the City, the County, and the Bellevue Urban Renewal and Community Development Agency, as predecessor Agency (the “Original Agreement”).

RECITALS

WHEREAS, the Parties established the Bellevue Improvement District Development Area (the “Development Area”), by Ordinance Number 2016-09-01, dated October 12, 2016 (the “Development Area Ordinance”), pursuant to the provisions of KRS 65.7041 to KRS 65.7083 (the “Act”); and

WHEREAS, the Development Area Ordinance approved the Local Participation Agreement, relating to a pledge of Incremental Revenues under a Tax Increment Financing (“TIF”) program, as authorized by the Act to support the comprehensive development within the Development Area (the “Project”) as identified more fully in the LPA; and

WHEREAS, pursuant to Ordinance No. 2026-__-__, dated May __, 2026 (the “Amended Development Area Ordinance”), the City and the Clerk/Treasurer are authorized to amend the Local Participation Agreement by entering into this First Amendment; and

WHEREAS, the City initially designated the Bellevue Urban Renewal and Community Development Agency as the “Agency” to administer the Development Area; and

WHEREAS, under the Amended Development Area Ordinance, the City has designated the Office of the Clerk/Treasurer to succeed the Bellevue Urban Renewal and Community Development Agency as the “Agency”; and

WHEREAS, since the establishment of the Development Area pursuant to the Development Area Ordinance, the City has not collected any Incremental Revenues as contemplated under the Local Participation Agreement; and

WHEREAS, the Parties now wish to enter into this First Amendment to (i) designate the Office of the Clerk/Treasurer as the “Agency,” (ii) amend the date of the Local Participation Agreement, (iii) amend the “Activation Date” as provided herein, and (iv) incorporate such additional amendments as are desirable to the Parties for the purpose of facilitating the Project;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. The Local Participation Agreement shall remain in full force and effect except to the extent that it has been modified by this First Amendment. To the extent of any conflict between the provisions of the Local Participation Agreement and this First Amendment, this First Amendment shall control.

Section 2. The definitions of the below terms set forth in Section II of the Local Participation Agreement are hereby amended and restated to read as follows:

1. “Agency.” Shall mean the Office of the Clerk/Treasurer of the City of Bellevue, Kentucky.
2. “Development Area Ordinance.” Shall mean the Development Area Ordinance referred to in the Recitals of this Agreement, as amended by the Amended Development Area Ordinance referred to in the Recitals of this Agreement.
3. “Excess Incremental Revenues.” Shall mean Incremental Revenues in excess of the amounts required to support Increment Bonds or other revenue bonds and to meet any coverage test set forth in the Bond Documents.
4. “Increment Bonds.” Shall mean the bonds or notes issued by the City pursuant to the Act to pay for Project Costs or Redevelopment Assistance within the Development Area as approved by the issuer of the Increment Bonds, the payment of which shall be supported by the applicable Incremental Revenues pledged by any or all of the City, County, State, and other revenues.
5. “Special Fund.” Shall mean The Bellevue Improvement District Development Area Special Fund together with any subaccounts therein established by the City and maintained by the Agency for the purpose of holding and disbursing City and County Incremental Revenues pledged herein, and State Incremental Revenues (for individual development projects within the Development Area that receive a pledge of State Increment Revenues pursuant to a Tax Incentive Agreement approved by KEDFA) in connection with the development of the Project or any component thereof.

Section 3. Section VI(6) of the Local Participation Agreement is hereby amended and restated in its entirety to read as follows:

“6. On or before August 1, 2029, and then each year thereafter by August 1, so long as the pledge of Incremental Revenues as provided in this Agreement is in effect, the Agency shall calculate the New Revenues from the Development Area for the previous calendar and thereafter shall provide written notice to the City and County of the Incremental Revenues that are due from the City and County.”

Section 4. Section X of the Local Participation Agreement is hereby amended in its entirety to read as follows:

“It is anticipated by the Parties that the construction of the Project will take place over time and require a combination of funding from the Incremental Revenues pledged herein, private financing, private equity, direct public funding, grants, or other incentives and financing. In the event that Increment Bonds or other revenue bonds are issued to pay for Project Costs, the Incremental Revenues pledged to the repayment of the Increment Bonds or revenue bonds may include all of the Incremental Revenues available under the Special Fund or only those Incremental Revenues attributable to the parcels of real property comprising an individual development project located within the Development Area. Any Excess Incremental Revenues may be expended to pay Project Costs or Redevelopment Assistance as determined by the Agency with approval of the City. It is understood that the Financing Plan for the Project (or any discrete development project) may be modified as development of the Project progresses and that more specific details of the nature of each aspect of financing the Project shall be more particularly contained in the Bond Documents and other documents at the time that each aspect of the financing needed for the Project is obtained, subject to approval by the City.”

Section 5. Section XI of the Local Participation Agreement is hereby amended and restated in its entirety to read as follows:

“This Agreement shall commence and be effective on January 1, 2026. The Activation Date for the pledge of Incremental Revenues as set forth in Section VII hereof shall be January 1, 2028. This Agreement shall terminate thirty (30) years after the Activation Date of January 1, 2028. This Agreement shall not terminate upon the execution of any deeds or other agreements required or contemplated by this Agreement, or referred to herein, and the provisions of this Agreement shall not be deemed to be merged into the deeds, or any other such deeds or other agreements, it being the intent of the Parties hereto that this Agreement shall survive the execution and delivery of any such agreements.”

(Balance of page intentionally blank; Signatures below)

IN WITNESS WHEREOF, the Parties hereby set their hands on the date and year set forth above as the Effective Date of this First Amendment.

City of Bellevue, Kentucky

By: _____
Charlie Cleves
Title: Mayor

County of Campbell, Kentucky

By: _____
Steve Pendery
Title: County Judge/Executive

Office of The Clerk/Treasurer, Bellevue

By: City of Bellevue, Kentucky

By: _____
Charlie Cleves
Title: Mayor

**CITY OF BELLEVUE, KENTUCKY
ORDINANCE NO.: 2026-05-03**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLEVUE, KENTUCKY, VACATING CERTAIN PUBLIC RIGHTS-OF-WAY, INCLUDING (I) CERTAIN PUBLIC RIGHT OF WAY ADJACENT TO HARBOR GREENE DRIVE AND BERRY AVENUE; (II) CERTAIN PUBLIC RIGHT-OF-WAY EXTENDING FROM LAFAYETTE AVENUE AND ADJACENT TO EDEN AVENUE; AND (III) CERTAIN UNNAMED PUBLIC RIGHT-OF-WAY, IN EACH CASE, PURSUANT TO KRS 82.405.

WHEREAS, KRS 82.405(1) provides a method for a municipality to vacate and close a public right-of-way or portion thereof; and

WHEREAS, this City Council has determined that the following public rights-of-way should be vacated and closed: (i) certain public right-of-way adjacent to Berry Avenue and Harbor Greene Drive as depicted on attached Exhibit A-1 and described on Exhibit A-2 (the “**Harbor Greene Right-of-Way**”); (ii) certain public right-of-way extending from Lafayette Avenue and adjacent to Eden Avenue as depicted on attached Exhibit B-1 and described on Exhibit B-2 (the “**Eden Right-of-Way**”); and (iii) certain unnamed public right of way depicted on attached Exhibit C-1 and described on Exhibit C-2 (the “**Unnamed Right-of-Way**”) should be vacated and closed; and

WHEREAS, the City of Bellevue, Kentucky (the “**City**”), by virtue of its ownership of Campbell County Parcel Identification Numbers 999-99-05-982.02, 999-99-05-982.03, 999-99-07-254.00 and 999-99-05-982.00, which are in or abut the Harbor Greene Right-of-Way and the Eden Right-of-Way has been identified as the only property owner in or abutting the portions of such rights-of-way to be closed; and

WHEREAS, the City, by virtue of its ownership of Campbell County Parcel Identification Numbers 999-99-05-982.00, 999-99-05-982.03, and 999-99-06-449.01 and, 179 FAIRFIELD AVENUE, LLC, an Ohio limited liability company (“**179 Fairfield**”), by virtue of its ownership of Campbell County Parcel Identification Number 999-999-06-456.00, which are adjacent to the Unnamed Right-of-Way have been identified as the property owners in or abutting the portions of such right-of-way to be closed; and

WHEREAS, the written notice required under KRS 82.405(2)(b) of the proposed closing was waived by the City as the only property owner in or abutting the Harbor Greene Right-of-Way and the Eden Right-of-Way and such notice was waived by both the City and 179 Fairfield as the property owners in or abutting the Unnamed Right-of-Way; and

WHEREAS, the City has determined that the closing of said public rights-of-way is in the public interest; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, CAMPBELL COUNTY, KENTUCKY, AS FOLLOWS:

SECTION I

That the City Council hereby gives written consent to the vacation of the Harbor Greene Right-of-Way, the Eden Right-of-Way, and the Unnamed Right-of-Way.

SECTION II

That the City Council hereby makes the following findings of fact with respect to the aforementioned vacation in accordance with KRS 82.405(2):

(a) The City has been identified as the only property owner in or abutting the portions of the Harbor Greene Right-of-Way and the Eden Right-of-Way to be closed;

(b) The City and 179 Fairfield have been identified as the only property owners in or abutting the portions of the Unnamed Right-of-Way to be closed;

(c) The written notice required under KRS 82.405(2)(b) was waived by the City as the only property owner in or abutting the Harbor Greene Right-of-Way and the Eden Right-of-Way, and such written notice was waived by the City and 179 Fairfield as the only property owners in or abutting the Unnamed Right-of-Way; and

(d) The City as the only property owner in or abutting the Harbor Greene Right-of-Way and the Eden Right-of-Way, and as a property owner in or abutting the Unnamed Right-of-Way has given its written notarized consent to the closing, hereto attached as Exhibit D-1.

(e) 179 Fairfield as a property owner in or abutting the Unnamed Right-of-Way has given its written notarized consent to the closing, hereto attached as Exhibit D-2.

SECTION III

That the City Council hereby vacates (i) the Harbor Greene Right-of-Way depicted on attached Exhibit A-1 and described on Exhibit A-2; (ii) the Eden Right-of-Way depicted on attached Exhibit B-1 and described on Exhibit B-2; and (iii) the Unnamed Right-of-Way depicted on attached Exhibit C-1 and described on Exhibit C-2.

SECTION IV

The provisions of this Ordinance are severable; and the invalidity of any provision of this Ordinance shall not affect the validity of any other provision thereof; and such other provisions shall remain in full force and effect, so long as they remain valid in the absence of those provisions determined to be invalid.

SECTION V

Subject to Section III and IV of this Ordinance, this Ordinance shall take effect and be in full force when passed, published, and recorded according to law. This Ordinance may be published in abbreviated form.

CITY OF BELLEVUE, KENTUCKY,
a Kentucky City of the Home Rule Class

By: _____
Charlie Cleves, Mayor

ATTEST:

Lindy Jenkins, City Clerk/Treasurer

First Reading:
Second Reading:
Publication:

EXHIBIT A-1

DEPICTION OF HARBOR GREENE RIGHT-OF-WAY TO BE CLOSED

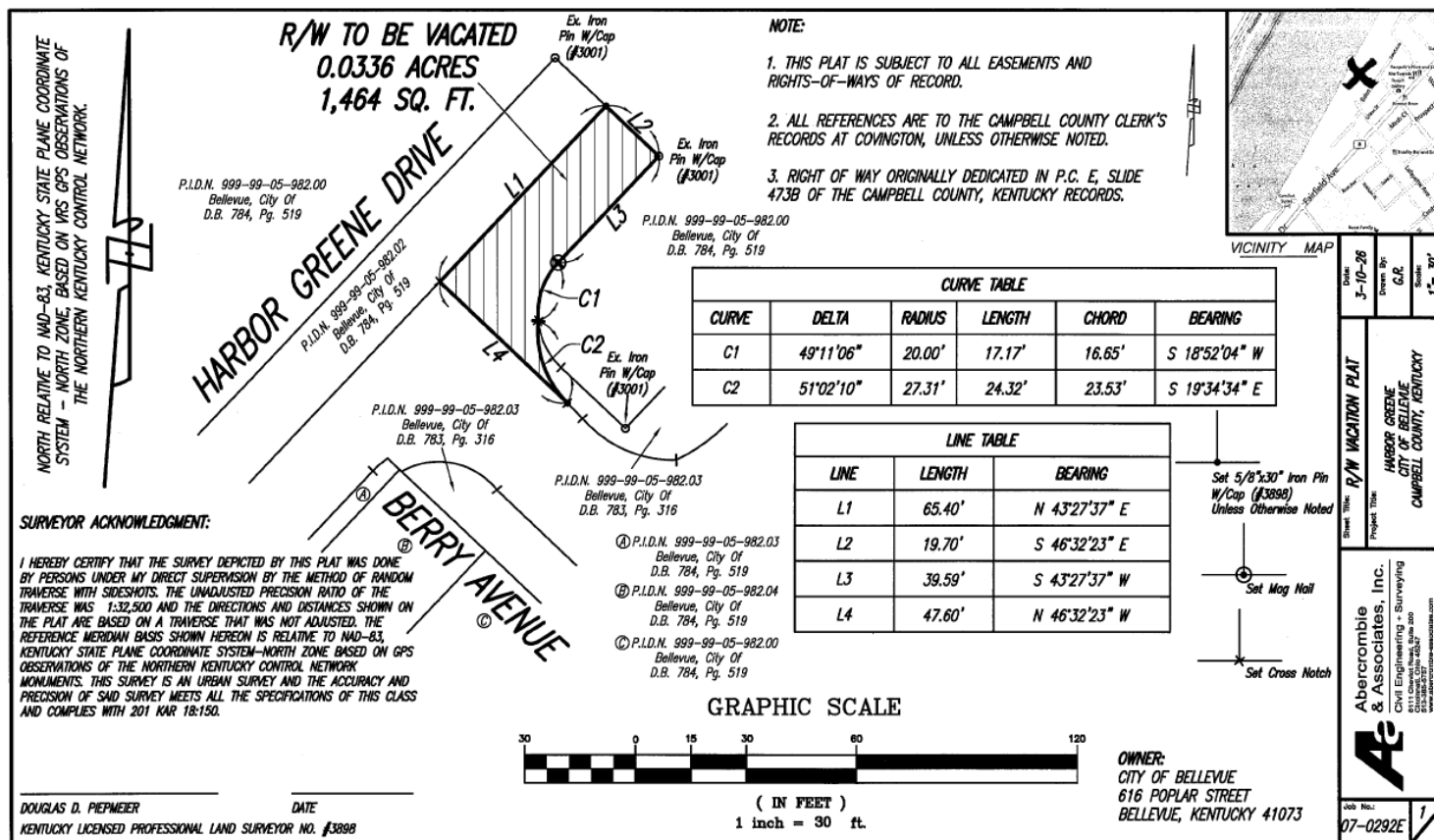
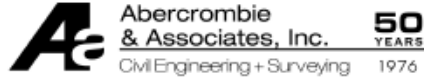


EXHIBIT A-2

DESCRIPTION OF HARBOR GREENE RIGHT-OF-WAY TO BE CLOSED



APRIL 23, 2026

LEGAL DESCRIPTION
HARBOR GREENE DRIVE RIGHT OF WAY TO BE VACATED
0.0336 ACRES

SITUATE IN THE CITY OF BELLEVUE, CAMPBELL COUNTY, KENTUCKY, BEING PART OF THE RIGHT OF WAY OF HARBOR GREENE DRIVE, PART OF THE RIGHT OF WAY OF BERRY AVENUE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET $\frac{3}{4}$ " X 30" IRON PIN AND CAP (#3898) AT THE TERMINUS OF THE CENTERLINE OF HARBOR GREENE DRIVE IN THE SOUTHEASTERLY TERMINUS OF THE RIGHT OF WAY OF HARBOR GREENE DRIVE; THENCE ALONG THE NORTHEASTERLY TERMINUS OF THE RIGHT OF WAY OF HARBOR GREENE DRIVE, SOUTH 46°32'23" EAST, 19.70 FEET TO AN EXISTING IRON PIN & CAP (#3001) AT THE NORTHEAST CORNER OF THE NORTHEASTERLY TERMINUS OF THE RIGHT OF WAY OF HARBOR GREENE DRIVE;

THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF HARBOR GREENE DRIVE, SOUTH 43°27'37" WEST, 39.59 FEET TO A SET MAG NAIL;

THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A DISTANCE OF 17.17 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 18°52'04" WEST, 16.65 FEET TO A SET CROSS NOTCH;

THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 27.31 FEET, A DISTANCE OF 24.32 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 19°34'34" EAST, 23.53 FEET TO A SET $\frac{3}{4}$ " X 30" IRON PIN AND CAP (#3898)

THENCE NORTH 46°32'23" WEST, A DISTANCE OF 47.60 FEET TO A SET CROSS NOTCH IN THE CENTERLINE OF HARBOR GREENE DRIVE;

THENCE ALONG THE CENTERLINE OF HARBOR GREENE DRIVE, NORTH 43°27'37" EAST, 65.40 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.0336 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO NAD-83, KENTUCKY STATE PLANE COORDINATE SYSTEM – NORTH ZONE, BASED ON VRS GPS OBSERVATIONS OF THE NORTHERN KENTUCKY CONTROL NETWORK.

THE ABOVE DESCRIBED REAL ESTATE IS PART OF THE RIGHT OF WAY OF HARBOR GREENE DRIVE AND PART OF THE RIGHT OF WAY OF BERRY AVENUE. BEING THE RESULT OF A SURVEY AND PLAT DATED 3-10-2026 MADE BY DOUGLAS D. PIEPMEIER, KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR #3898.

EXHIBIT B-1
DEPICTION OF EDEN RIGHT-OF-WAY TO BE CLOSED

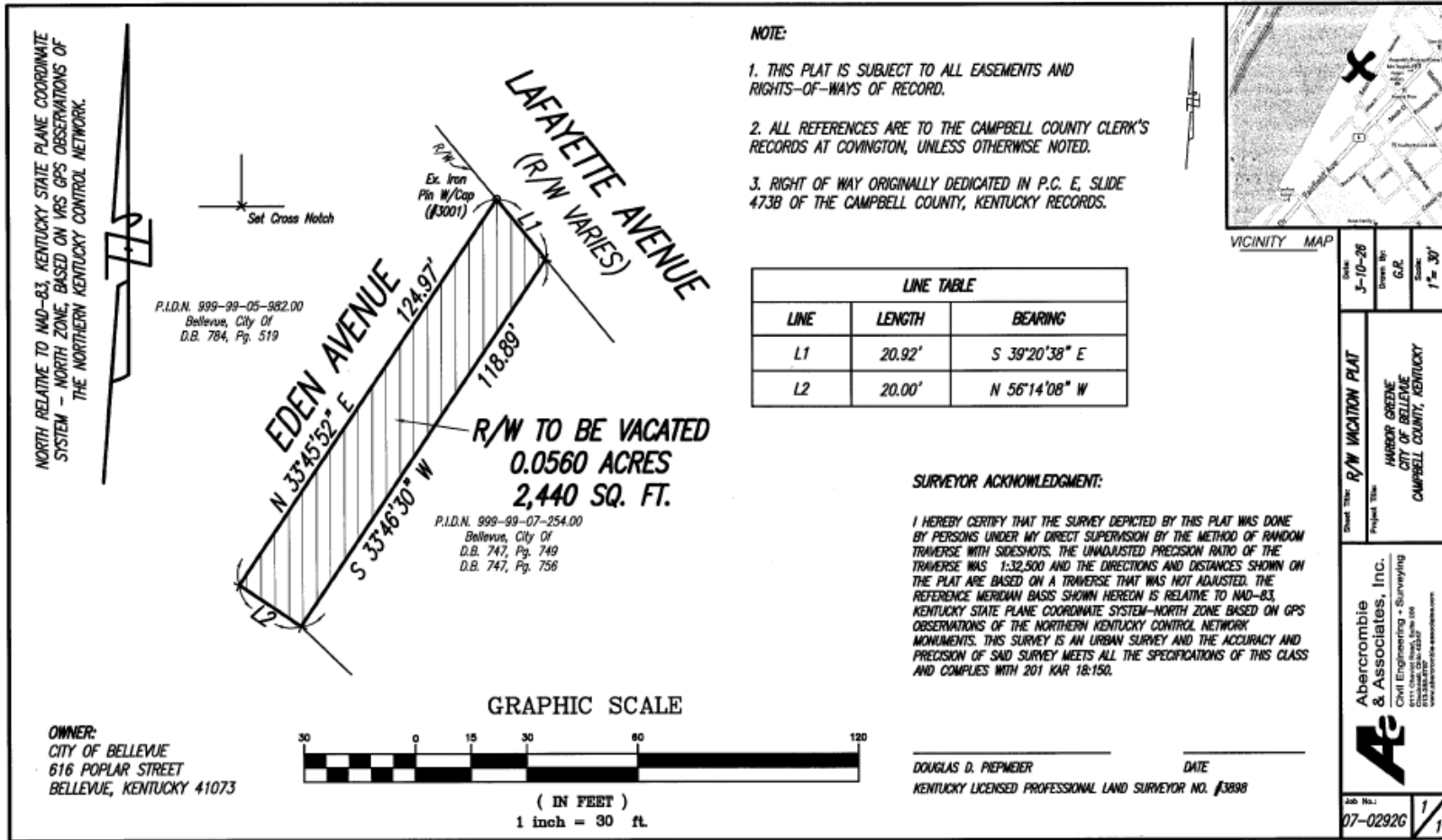


EXHIBIT B-2

DESCRIPTION OF EDEN RIGHT-OF-WAY TO BE CLOSED



Abercrombie
& Associates, Inc.
Civil Engineering + Surveying

50
YEARS
1976

APRIL 23, 2026

**LEGAL DESCRIPTION
EDEN AVENUE RIGHT OF WAY TO BE VACATED
0.0560 ACRES**

SITUATE IN THE CITY OF BELLEVUE, CAMPBELL COUNTY, KENTUCKY, BEING PART OF THE RIGHT OF WAY OF EDEN AVENUE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN AND CAP (#3001) AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF EDEN AVENUE WITH THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE, SOUTH 39°20'38" EAST, 20.92 FEET TO A SET CROSS NOTCH AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF EDEN AVENUE WITH THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE;

THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF EDEN AVENUE, SOUTH 33°46'30" WEST, 118.89 FEET TO A SET CROSS NOTCH AT THE SOUTHWEST TERMINUS OF THE RIGHT OF WAY OF EDEN AVENUE;

THENCE ALONG THE SOUTHWESTERLY TERMINUS OF THE RIGHT OF WAY OF EDEN AVENUE, NORTH 56°14'08" WEST, 20.00 FEET TO A SET CROSS NOTCH AT THE SOUTHWEST CORNER OF THE SOUTHERLY TERMINUS OF THE RIGHT OF WAY OF EDEN AVENUE;

THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY OF EDEN AVENUE, NORTH 33°45'52" EAST, 124.97 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.0560 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

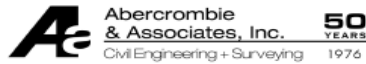
BEARINGS USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO NAD-83, KENTUCKY STATE PLANE COORDINATE SYSTEM – NORTH ZONE, BASED ON VRS GPS OBSERVATIONS OF THE NORTHERN KENTUCKY CONTROL NETWORK.

THE ABOVE DESCRIBED REAL ESTATE IS PART OF THE RIGHT OF WAY OF EDEN AVENUE. BEING THE RESULT OF A SURVEY AND PLAT DATED 3-10-2026 MADE BY DOUGLAS D. PIEPMEIER, KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR #3898.

FILE:07-0292.LD14-0.0560AC

EXHIBIT C-1

DESCRIPTION OF UNNAMED RIGHT-OF-WAY TO BE CLOSED



50
YEARS

APRIL 23, 2026

**LEGAL DESCRIPTION
UNNAMED STREET RIGHT OF WAY TO BE VACATED
0.2215 ACRES**

SITUATE IN THE CITY OF BELLEVUE, CAMPBELL COUNTY, KENTUCKY, BEING PART OF THE RIGHT OF WAY OF AN UNNAMED STREET AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET CROSS NOTCH AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF AN UNNAMED STREET WITH THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE, SOUTH 39°20'38" EAST, 48.59 FEET TO A SET CROSS NOTCH AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF AN UNNAMED STREET WITH THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE;

THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF SAID UNNAMED STREET THE FOLLOWING SEVEN COURSES AND DISTANCES:

- 1) SOUTH 43°21'52" WEST, 77.80 FEET TO AN EXISTING MAG NAIL;
- 2) THENCE NORTH 46°45'48" WEST, 5.78 FEET TO AN EXISTING MAG NAIL;
- 3) THENCE SOUTH 43°20'35" WEST, 59.93 FEET TO A POINT;
- 4) THENCE SOUTH 46°38'08" EAST, 0.39 FEET TO A POINT;
- 5) THENCE SOUTH 43°21'43" WEST, 80.00 FEET TO A SET MAG NAIL;
- 6) THENCE SOUTH 46°38'08" EAST, 2.45 FEET TO A POINT AND
- 7) THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 11.93 FEET, A DISTANCE OF 10.38 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 15°12'35" EAST, 10.06 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF BERRY AVENUE WITH THE SOUTHWESTERLY RIGHT OF WAY OF SAIF UNNAMED STREET;

THENCE LEAVING THE SOUTHWESTERLY RIGHT OF WAY OF SAID UNNAMED STREET, THE NORTHEASTERLY RIGHT OF WAY OF BERRY STREET, NORTH 46°17'45" WEST, 51.82 FEET TO A POINT IN THE NORTHWESTERLY RIGHT OF WAY OF SAID UNNAMED STREET;

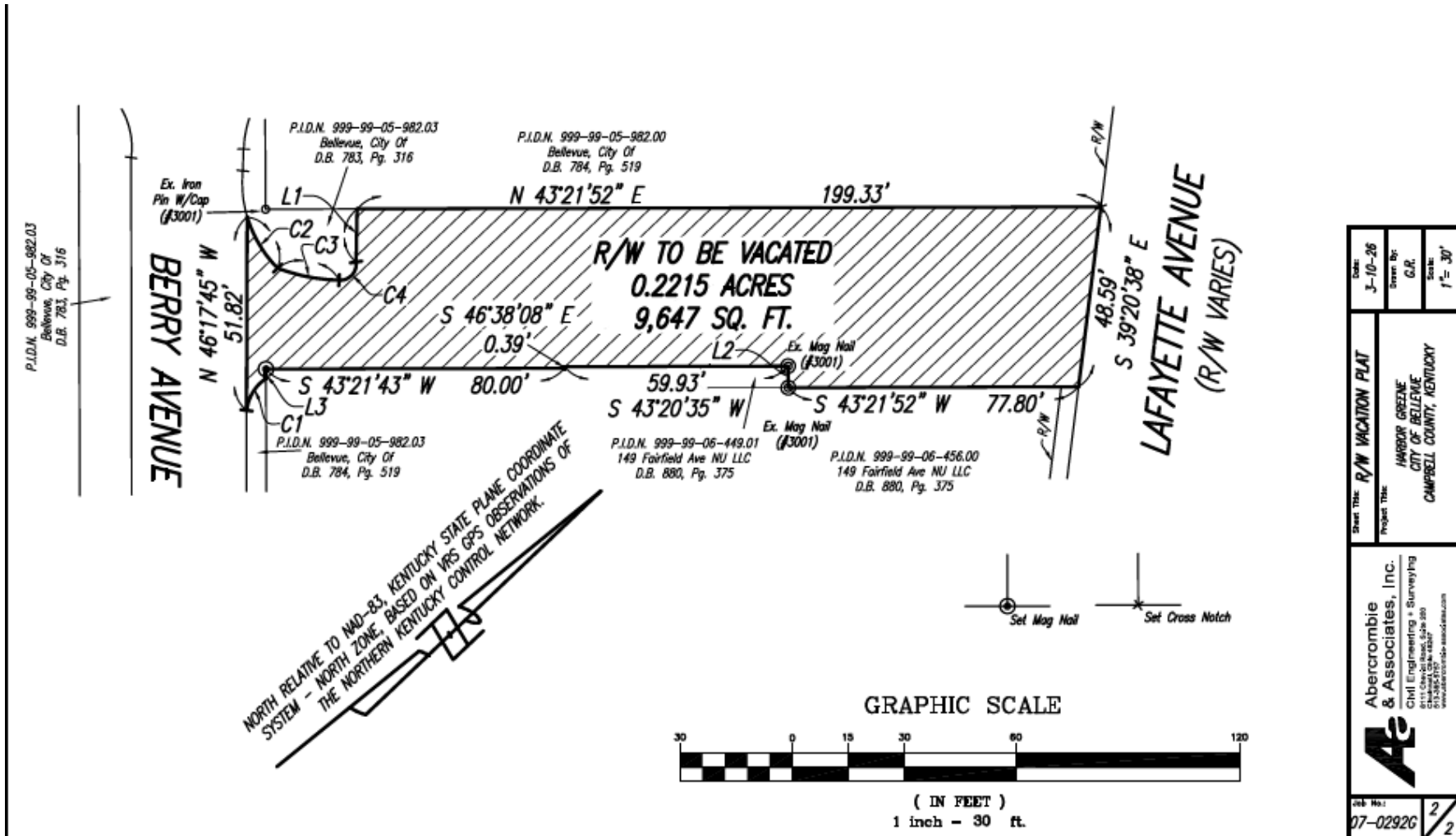
THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY OF SAID UNNAMED STREET THE FOLLOWING FIVE COURSES AND DISTANCES:

- 1) ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 32.31 FEET, A DISTANCE OF 16.15 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 77°12'17" EAST, 15.98 FEET TO A POINT;
- 2) THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 50.90 FEET, A DISTANCE OF 16.88 FEET, THE CHORD OF SAID CURVE BEARS NORTH 54°34'59" EAST, 16.80 FEET TO A POINT;
- 3) THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 4.30 FEET, A DISTANCE OF 7.62 FEET, THE CHORD OF SAID CURVE BEARS NORTH 03°34'31" WEST, 6.66 FEET TO A POINT;
- 4) THENCE NORTH 45°11'50" WEST, A DISTANCE OF 14.21 FEET TO A POINT AND
- 5) THENCE NORTH 43°21'52" EAST, 199.33 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.2215 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THE ABOVE DESCRIBED REAL ESTATE IS PART OF THE RIGHT OF WAY OF AN UNNAMED STREET. BEING THE RESULT OF A SURVEY AND PLAT DATED 3-10-2026 MADE BY DOUGLAS D. PIEPMEIER, KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR #3898.

EXHIBIT C-2
DEPICTION OF UNNAMED RIGHT-OF-WAY TO BE CLOSED



Scale:	3-10-26
Sheet No.:	C.R.
State:	1" = 30'
Sheet Title:	R/W VACATION PLAT
Project Title:	HARBOR GREENE CITY OF BELLEVUE CAMPELL COUNTY, KENTUCKY
Abercrombie & Associates, Inc. Civil Engineering + Surveying 614 S. Lewis St., Suite 200 913-382-5157 info@aber-associates.com	
Job No.:	07-0292G
	2/2

P.I.D.N. 999-99-05-982.03
 Bellevue, City Of
 D.B. 783, Pg. 316

07-0292G

EXHIBIT D-1

CONSENTS OF CITY OF BELLEVUE, KENTUCKY

[To be attached prior to adoption]

CITY'S CONSENT TO CLOSING OF PUBLIC WAYS

[Harbor Greene Right-of-Way; Eden Right-of-Way; Unnamed Right-of-Way]

WHEREAS, the City of Bellevue, Kentucky, a Kentucky city of the Home Rule Class ("**Owner**") is the owner of the real property situated in Bellevue, Kentucky described in (i) attached Exhibit A-1 (the "**Owner's Harbor Greene Property**"); (ii) attached Exhibit B-1 (the "**Owner's Eden Property**"); and (iii) attached Exhibit C-1 (the "**Owner's Berry Property**"); and

WHEREAS, 179 Fairfield Ave NU, LLC, an Ohio limited liability company ("**179 Fairfield**"), as owner of real property abutting the Unnamed Right-of-Way proposed to be closed is requesting that the City Council of the City of Bellevue, Kentucky close the Unnamed Right-of-Way described in attached Exhibit C-2 and depicted in Exhibit C-3 which is attached hereto and incorporated herein (the "**Unnamed ROW**"), which abuts the Owner's Berry Property; and

NOW THEREFORE, the City as owner of the Harbor Greene Property, the Eden Property and the Berry Property, hereby agrees as follows:

The City as owner, the title record owner the Harbor Greene Property, the Eden Property, and the Berry Property described under attached exhibits Exhibit A-1, B-1, and C-1, hereby (i) consents to the closure of the Harbor Greene ROW, the Eden ROW, and the Unnamed ROW that 179 Fairfield has requested that the City Council of the City closes, and (ii) waives its right to receive the notice of closure otherwise required under KRS 82.405(2)(b).

[Balance of page left intentionally blank; signatures follow below]

Owner:

CITY OF BELLEVUE, KENTUCKY

Charlie Cleves, Mayor

The foregoing Consent to Closing of Public Ways was acknowledged before me this ____ day of _____, 2026 by Charlie Cleves, on behalf of the City of Bellevue, Kentucky, a Kentucky city of the Home Rule Class, its Mayor, who executed the foregoing instrument, acknowledged that he voluntarily executed the same, and swore and attested as to the truth of the facts stated herein.

Notary Public

My Commission Expires: _____

Exhibit A-1
Owner's Harbor Greene Property

PIDN: 999-99-05-982.00; Group Nos. 30762/A1; 41014/A1; 41014/A2; 41014/A3; 41015/A1; 41015/A2; 41015/A3; 41016/A1; 41016/A2; 41016/A3; 41016/A4; 41017/A2; 41017/A3

D.B. 784, 519

Being a particular tract of land situated on the north side of Fairfield Avenue, on the easterly side of Patchen Avenue and on the westerly side of Lafayette Avenue in the City of Bellevue, County of Campbell, State of Kentucky, being more particularly described as follows:

Beginning at a recovered cross notch located in the said sidewalk being on the northerly side of Fairfield Avenue and the easterly side of Patchen Avenue;

Thence North 46° 38' 08" West, along the easterly right-of-way of Patchen Avenue, for a distance of 601.94 feet, passing a recovered steel pin (Woolpert) at a distance of 305.82 feet to a point now located in the Ohio River, being the previous low mark;

Thence continuing along said low mark, North 33° 21' 52" East, for a distance of 528.00 feet to a point;

Thence continuing along said low mark, North 30° 09' 52" East, for a distance of 536.93 feet to a point;

Thence South 39° 38' 08" East, for a distance of 270.00 feet to a point;

Thence South 29° 51' 52" West, for a distance of 30.31 feet to a point, said point being on the vacated northerly right-of-way of River Avenue (Vacation Ordinance No. 2004-10-02), said point being on the westerly side of Lafayette Avenue;

Thence along the westerly side of Lafayette Avenue, South 39° 20' 38" East, for a distance of 239.97 feet to a point on the said northerly right-of-way of Eden Avenue;

Thence continuing along the northerly right-of-way of Eden Avenue, South 33° 45' 52" West, for a distance of 124.98 feet to a point;

Thence leaving the northerly right-of-way of Eden Avenue, South 56° 14' 08" East, for a distance of 20.00 feet to a point being on the southerly right-of-way of Eden Avenue;

Thence leaving the southerly right-of-way of Eden Avenue and along the westerly boundary line of Daniel Maloney and Florence Matthew as recorded in Deed Book 455, Page 566, South 46° 15' 06" East, for a distance of 37.26 feet to a point;

Thence along the southerly boundary line of Maloney/Matthews, North 43° 21' 53" East, for a distance of 110.18 feet to a point in the westerly right-of-way of Lafayette Avenue;

Thence continuing along the westerly right-of-way of Lafayette Avenue, South 39° 20' 38" East, for a distance of 227.16 feet to a point on the said northerly right-of-way of Fairfield Avenue;

Thence continuing along the right-of-way of Fairfield Avenue, South 43° 21' 52" West, for a distance of 4.63 feet to a point;

Thence leaving said right-of-way and along a common boundary line with Eden Enterprises as recorded in Deed Book 517, Page 406, North 39° 20' 38" West, for a distance of 131.17 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, South 43° 21' 52" West, for a distance of 73.17 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, North 46° 45' 48" West, for a distance of 5.78 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, South 43° 20' 35" West, for a distance of 59.93 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, South 46° 38' 08" East, for a distance of 0.39 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, South 43° 21' 43" West, for a distance of 80.01 feet to a point;

Thence along the westerly boundary line of Eden Enterprises, South 46° 38' 08" East, for a distance of 135.48 feet to a point being on the said northerly right-of-way of Fairfield Avenue;

Thence continuing along said right-of-way of Fairfield Avenue, South 43° 21' 52" West, for a distance of 119.99 feet to a point, a recovered cross notch in the sidewalk being located at a bearing of North 80° 34' 09" East, at a distance of 0.77 feet from said point;

Thence leaving said right-of-way and along the boundary line of United Dairy Farmers (UDF) as recorded in Deed Book 624, Pages 131 and 145, North 46° 38' 08" West, for a distance of 110.00 feet to a point, a recovered cross notch set in the top of a wall being located at a bearing of South 71° 45' 00" East, a distance of 1.05 feet from said point;

Thence continuing along the boundary line of UDF, South 43° 21' 52" West, for a distance of 40.00 feet to a point;

Thence continuing along the boundary line of UDF, North 46° 38' 10" West, for a distance of 105.22 feet to a point, a recovered cross notch being located at a bearing of North 85° 59' 12" East, and a distance of 0.32 feet from said point, said point being located on the southerly right-of-way of Eden Avenue;

Thence leaving the southerly right-of-way, North 56° 14' 08" West, for a distance of 20.00 feet to a point located on the northerly right-of-way of Eden Avenue;

Thence continuing along the northerly right-of-way, South 33° 45' 52" West, for a distance of 192.70 feet to a point;

Thence leaving the northerly right-of-way, South 56° 14' 08" East, for a distance of 20.00 feet to a point located on the southerly right-of-way of Eden Avenue;

Thence leaving the right-of-way of Eden Avenue and along the boundary line of UDF as recorded in Deed Book 626, Page 117, South 46° 38' 08" East, for a distance of 183.09 feet to a bent steel pin on the northerly right-of-way of Fairfield Avenue;

Thence continuing along the right-of-way of Fairfield Avenue, South 43° 21' 52" West, for a distance of 360.00 feet to the point of beginning, containing 592,946.3832 square feet or 13.6122 acres.

As shown on plat recorded in Plat Cabinet E, Slide 371-A of the Campbell County Clerk's records at Newport, Kentucky.

LESS AND EXCEPT the following parcels:

EXCEPTION NO. 1 (PIDN 999-99-05-982.01): That 1.7190 acre parcel conveyed to Harbor Greene Residential, LLC, a Kentucky limited liability company, by Special Warranty Deed dated February 9, 2005 and recorded in Deed Book 682, Page 431 of the Campbell County Clerk's records at Newport, Kentucky.

EXCEPTION NO. 2 (PIDN 999-99-05-982.05): That 3.2797 acre parcel conveyed to M.I.A. Development Company, LLC, a Kentucky limited liability company, by Special Warranty Deed dated November 10, 2006 and recorded in Deed Book 702, Page 12 and to Ackermann/Bellevue Commercial, LLC, a Kentucky limited liability company, by Special Warranty Deed dated November 10, 2006 and recorded in Deed Book 701, Page 889 and as shown on plat recorded in Plat Cabinet E, Slide 437-B, all references being to the Campbell County Clerk's records at Newport, Kentucky.

EXCEPTION NO. 3 (PIDN 999-99-05-982.06): That 0.1647 acre parcel conveyed to Harbor Greene Condominium Association, Inc., a Kentucky non-profit, non-stock

corporation, by Limited Warranty Deed dated April 11, 2014 and recorded in Deed Book 759, Page 852 of the Campbell County Clerk's records at Newport, Kentucky.

EXCEPTION NO. 4: That 0.4200 acre parcel conveyed to Harbor Greene Condominium Association, Inc., a Kentucky non-profit corporation, by Special Warranty Deed and Easement Agreement dated October 7, 2015 and recorded in Deed Book 782, Page 668 of the Campbell County Clerk's records at Newport, Kentucky.

EXCEPTION NO. 5: That 0.0792 acre parcel conveyed to Harbor Greene Condominium Association, Inc., a Kentucky non-profit corporation, by Special Warranty Deed dated October 7, 2015 and recorded in Deed Book 782, Page 696 of the Campbell County Clerk's records at Newport, Kentucky.

PIDN: 999-99-05-982.02; Group Nos. 30762/I1; 41015/A1; 41015/A2; 41015/A3; 41016/A2; 41016/A3; 41016/A4; and 41017/A1

D.B. 784, 519

Situate in the City of Bellevue, County of Campbell, Commonwealth of Kentucky, being a particular tract of land situated on the south side of River Avenue (vacated), on the north side of Fairfield Avenue and on the westerly side of Lafayette Avenue, being more particularly described as follows:

Commencing at a cross notch in the sidewalk of the northeast corner of Fairfield Avenue and Patchen Avenue;

Thence North 46° 38' 08" West, along the easterly side of Patchen Avenue and along the westerly side of the Harbor Greene Commercial, LLC parcel as recorded in Deed Book 668, Page 622 for a distance of 142.48 feet to the former northerly right-of-way of Eden Avenue (now vacated) per City of Bellevue Ordinance;

Thence along the former northerly right-of-way of Eden Avenue (now vacated), North 33° 45' 52" East, for a distance of 367.98 feet to a point;

Thence North 46° 32' 23" West, for a distance of 38.75 feet to a point;

Thence North 43° 27' 37" East, for a distance of 155.76 feet to the real point of beginning for this tract;

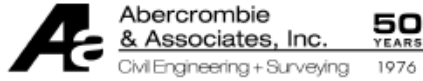
Thence North $46^{\circ} 32' 23''$ West, for a distance of 18.91 feet to a point;

Thence North $43^{\circ} 27' 37''$ East, for a distance of 251.00 feet to a point;

Thence South $46^{\circ} 32' 23''$ East, for a distance of 18.91 feet to a point;

Thence South $43^{\circ} 27' 37''$ West, for a distance of 251.00 feet to the real point of beginning, containing 4,747.09 square feet or 0.1090 acres, more or less.

Exhibit A-2
Description of Harbor Greene Right-of-Way



APRIL 23, 2026

LEGAL DESCRIPTION
HARBOR GREENE DRIVE RIGHT OF WAY TO BE VACATED
0.0336 ACRES

SITUATE IN THE CITY OF BELLEVUE, CAMPBELL COUNTY, KENTUCKY, BEING PART OF THE RIGHT OF WAY OF HARBOR GREENE DRIVE, PART OF THE RIGHT OF WAY OF BERRY AVENUE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 3/4" X 30" IRON PIN AND CAP (#3898) AT THE TERMINUS OF THE CENTERLINE OF HARBOR GREENE DRIVE IN THE SOUTHEASTERLY TERMINUS OF THE RIGHT OF WAY OF HARBOR GREENE DRIVE; THENCE ALONG THE NORTHEASTERLY TERMINUS OF THE RIGHT OF WAY OF HARBOR GREENE DRIVE, SOUTH 46°32'23" EAST, 19.70 FEET TO AN EXISTING IRON PIN & CAP (#3001) AT THE NORTHEAST CORNER OF THE NORTHEASTERLY TERMINUS OF THE RIGHT OF WAY OF HARBOR GREENE DRIVE;

THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF HARBOR GREENE DRIVE, SOUTH 43°27'37" WEST, 39.59 FEET TO A SET MAG NAIL;

THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 20.00 FEET, A DISTANCE OF 17.17 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 18°52'04" WEST, 16.65 FEET TO A SET CROSS NOTCH;

THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 27.31 FEET, A DISTANCE OF 24.32 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 19°34'34" EAST, 23.53 FEET TO A SET 3/4" X 30" IRON PIN AND CAP (#3898)

THENCE NORTH 46°32'23" WEST, A DISTANCE OF 47.60 FEET TO A SET CROSS NOTCH IN THE CENTERLINE OF HARBOR GREENE DRIVE;

THENCE ALONG THE CENTERLINE OF HARBOR GREENE DRIVE, NORTH 43°27'37" EAST, 65.40 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.0336 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO NAD-83, KENTUCKY STATE PLANE COORDINATE SYSTEM – NORTH ZONE, BASED ON VRS GPS OBSERVATIONS OF THE NORTHERN KENTUCKY CONTROL NETWORK.

THE ABOVE DESCRIBED REAL ESTATE IS PART OF THE RIGHT OF WAY OF HARBOR GREENE DRIVE AND PART OF THE RIGHT OF WAY OF BERRY AVENUE. BEING THE RESULT OF A SURVEY AND PLAT DATED 3-10-2026 MADE BY DOUGLAS D. PIEPMEIER, KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR #3898.

Exhibit A-3 Depiction of Harbor Greene Right-of-Way to be Closed

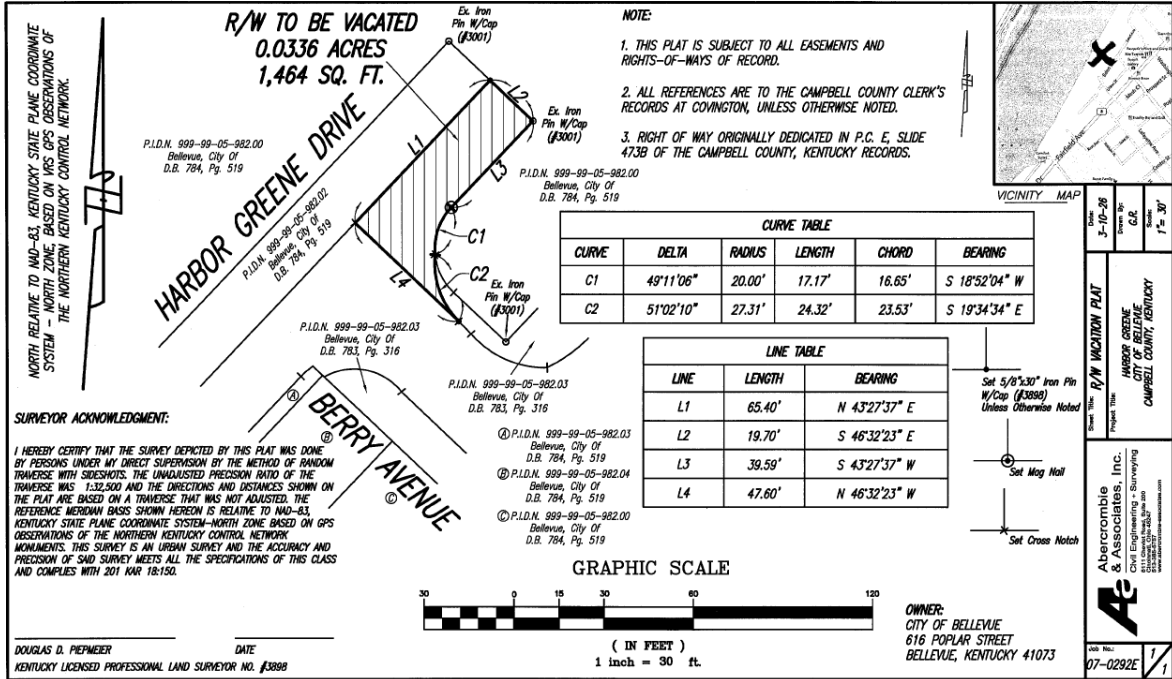


Exhibit B-1
Owner's Eden Property

PIDN: 999-99-07-254.00; Group No. 41015-A3

D.B. 747, 749 and D.B. 747, 756

The northerly part of Lots Nos. 24 and 25 in Berry's Original Plan of the Town of Bellevue, Campbell County, Kentucky, bounded thus:

Beginning at the southwest corner of Lafayette Avenue and Rensford Street; thence running west with the southerly line of Rensford Street one hundred sixteen and 66/100 (118.66) feet to the northeast corner of Lot No. 23 a distance of thirty-seven (37) feet; thence eastwardly one hundred and thirteen (113) feet to a point in the westerly line of Lafayette Avenue, sixty-one (61) feet southwardly from Rensford Street; thence northwardly, with the westerly line of Lafayette Avenue, sixty-one (61) feet to the place of beginning, reference being hereby made to the recorded plat of said Original Plan for a more particular description.

PIDN: 999-99-05-982.00; Group Nos. 30762/A1; 41014/A1; 41014/A2; 41014/A3; 41015/A1; 41015/A2; 41015/A3; 41016/A1; 41016/A2; 41016/A3; 41016/A4; 41017/A2; 41017/A3

D.B. 784, 519

Being a particular tract of land situated on the north side of Fairfield Avenue, on the easterly side of Patchen Avenue and on the westerly side of Lafayette Avenue in the City of Bellevue, County of Campbell, State of Kentucky, being more particularly described as follows:

Beginning at a recovered cross notch located in the said sidewalk being on the northerly side of Fairfield Avenue and the easterly side of Patchen Avenue;

Thence North 46° 38' 08" West, along the easterly right-of-way of Patchen Avenue, for a distance of 601.94 feet, passing a recovered steel pin (Woolpert) at a distance of 305.82 feet to a point now located in the Ohio River, being the previous low mark;

Thence continuing along said low mark, North 33° 21' 52" East, for a distance of 528.00 feet to a point;

Thence continuing along said low mark, North 30° 09' 52" East, for a distance of 536.93 feet to a point;

Thence South 39° 38' 08" East, for a distance of 270.00 feet to a point;

Thence South 29° 51' 52" West, for a distance of 30.31 feet to a point, said point being on the vacated northerly right-of-way of River Avenue (Vacation Ordinance No. 2004-10-02), said point being on the westerly side of Lafayette Avenue;

Thence along the westerly side of Lafayette Avenue, South 39° 20' 38" East, for a distance of 239.97 feet to a point on the said northerly right-of-way of Eden Avenue;

Thence continuing along the northerly right-of-way of Eden Avenue, South 33° 45' 52" West, for a distance of 124.98 feet to a point;

Thence leaving the northerly right-of-way of Eden Avenue, South 56° 14' 08" East, for a distance of 20.00 feet to a point being on the southerly right-of-way of Eden Avenue;

Thence leaving the southerly right-of-way of Eden Avenue and along the westerly boundary line of Daniel Maloney and Florence Matthew as recorded in Deed Book 455, Page 566, South 46° 15' 06" East, for a distance of 37.26 feet to a point;

Thence along the southerly boundary line of Maloney/Matthews, North 43° 21' 53" East, for a distance of 110.18 feet to a point in the westerly right-of-way of Lafayette Avenue;

Thence continuing along the westerly right-of-way of Lafayette Avenue, South 39° 20' 38" East, for a distance of 227.16 feet to a point on the said northerly right-of-way of Fairfield Avenue;

Thence continuing along the right-of-way of Fairfield Avenue, South 43° 21' 52" West, for a distance of 4.63 feet to a point;

Thence leaving said right-of-way and along a common boundary line with Eden Enterprises as recorded in Deed Book 517, Page 406, North 39° 20' 38" West, for a distance of 131.17 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, South 43° 21' 52" West, for a distance of 73.17 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, North 46° 45' 48" West, for a distance of 5.78 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, South 43° 20' 35" West, for a distance of 59.93 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, South 46° 38' 08" East, for a distance of 0.39 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, South 43° 21' 43" West, for a distance of 80.01 feet to a point;

Thence along the westerly boundary line of Eden Enterprises, South 46° 38' 08" East, for a distance of 135.48 feet to a point being on the said northerly right-of-way of Fairfield Avenue;

Thence continuing along said right-of-way of Fairfield Avenue, South 43° 21' 52" West, for a distance of 119.99 feet to a point, a recovered cross notch in the sidewalk being located at a bearing of North 80° 34' 09" East, at a distance of 0.77 feet from said point;

Thence leaving said right-of-way and along the boundary line of United Dairy Farmers (UDF) as recorded in Deed Book 624, Pages 131 and 145, North 46° 38' 08" West, for a distance of 110.00 feet to a point, a recovered cross notch set in the top of a wall being located at a bearing of South 71° 45' 00" East, a distance of 1.05 feet from said point;

Thence continuing along the boundary line of UDF, South 43° 21' 52" West, for a distance of 40.00 feet to a point;

Thence continuing along the boundary line of UDF, North 46° 38' 10" West, for a distance of 105.22 feet to a point, a recovered cross notch being located at a bearing of North 85° 59' 12" East, and a distance of 0.32 feet from said point, said point being located on the southerly right-of-way of Eden Avenue;

Thence leaving the southerly right-of-way, North 56° 14' 08" West, for a distance of 20.00 feet to a point located on the northerly right-of-way of Eden Avenue;

Thence continuing along the northerly right-of-way, South 33° 45' 52" West, for a distance of 192.70 feet to a point;

Thence leaving the northerly right-of-way, South 56° 14' 08" East, for a distance of 20.00 feet to a point located on the southerly right-of-way of Eden Avenue;

Thence leaving the right-of-way of Eden Avenue and along the boundary line of UDF as recorded in Deed Book 626, Page 117, South 46° 38' 08" East, for a distance of 183.09 feet to a bent steel pin on the northerly right-of-way of Fairfield Avenue;

Thence continuing along the right-of-way of Fairfield Avenue, South 43° 21' 52" West, for a distance of 360.00 feet to the point of beginning, containing 592,946.3832 square feet or 13.6122 acres.

As shown on plat recorded in Plat Cabinet E, Slide 371-A of the Campbell County Clerk's records at Newport, Kentucky.

LESS AND EXCEPT the following parcels:

EXCEPTION NO. 1 (PIDN 999-99-05-982.01): That 1.7190 acre parcel conveyed to Harbor Greene Residential, LLC, a Kentucky limited liability company, by Special Warranty Deed dated February 9, 2005 and recorded in Deed Book 682, Page 431 of the Campbell County Clerk's records at Newport, Kentucky.

EXCEPTION NO. 2 (PIDN 999-99-05-982.05): That 3.2797 acre parcel conveyed to M.I.A. Development Company, LLC, a Kentucky limited liability company, by Special Warranty Deed dated November 10, 2006 and recorded in Deed Book 702, Page 12 and to Ackermann/Bellevue Commercial, LLC, a Kentucky limited liability company, by Special Warranty Deed dated November 10, 2006 and recorded in Deed Book 701, Page 889 and as shown on plat recorded in Plat Cabinet E, Slide 437-B, all references being to the Campbell County Clerk's records at Newport, Kentucky.

EXCEPTION NO. 3 (PIDN 999-99-05-982.06): That 0.1647 acre parcel conveyed to Harbor Greene Condominium Association, Inc., a Kentucky non-profit, non-stock corporation, by Limited Warranty Deed dated April 11, 2014 and recorded in Deed Book 759, Page 852 of the Campbell County Clerk's records at Newport, Kentucky.

EXCEPTION NO. 4: That 0.4200 acre parcel conveyed to Harbor Greene Condominium Association, Inc., a Kentucky non-profit corporation, by Special Warranty Deed and Easement Agreement dated October 7, 2015 and recorded in Deed Book 782, Page 668 of the Campbell County Clerk's records at Newport, Kentucky.

EXCEPTION NO. 5: That 0.0792 acre parcel conveyed to Harbor Greene Condominium Association, Inc., a Kentucky non-profit corporation, by Special Warranty Deed dated October 7, 2015 and recorded in Deed Book 782, Page 696 of the Campbell County Clerk's records at Newport, Kentucky.

Exhibit B-2
Description of Eden Right of Way to be Closed



Abercrombie
& Associates, Inc.

Civil Engineering + Surveying

50
YEARS

1976

APRIL 23, 2026

LEGAL DESCRIPTION
EDEN AVENUE RIGHT OF WAY TO BE VACATED
0.0560 ACRES

SITUATE IN THE CITY OF BELLEVUE, CAMPBELL COUNTY, KENTUCKY, BEING PART OF THE RIGHT OF WAY OF EDEN AVENUE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN AND CAP (#3001) AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF EDEN AVENUE WITH THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE, SOUTH 39°20'38" EAST, 20.92 FEET TO A SET CROSS NOTCH AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF EDEN AVENUE WITH THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE;

THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF EDEN AVENUE, SOUTH 33°46'30" WEST, 118.89 FEET TO A SET CROSS NOTCH AT THE SOUTHWEST TERMINUS OF THE RIGHT OF WAY OF EDEN AVENUE;

THENCE ALONG THE SOUTHWESTERLY TERMINUS OF THE RIGHT OF WAY OF EDEN AVENUE, NORTH 56°14'08" WEST, 20.00 FEET TO A SET CROSS NOTCH AT THE SOUTHWEST CORNER OF THE SOUTHERLY TERMINUS OF THE RIGHT OF WAY OF EDEN AVENUE;

THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY OF EDEN AVENUE, NORTH 33°45'52" EAST, 124.97 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.0560 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO NAD-83, KENTUCKY STATE PLANE COORDINATE SYSTEM – NORTH ZONE, BASED ON VRS GPS OBSERVATIONS OF THE NORTHERN KENTUCKY CONTROL NETWORK.

THE ABOVE DESCRIBED REAL ESTATE IS PART OF THE RIGHT OF WAY OF EDEN AVENUE. BEING THE RESULT OF A SURVEY AND PLAT DATED 3-10-2026 MADE BY DOUGLAS D. PIEPMEIER, KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR #3898.

FILE:07-0292.LD14-0.0560AC

Exhibit B-3 Depiction of Eden Right of Way to be Closed

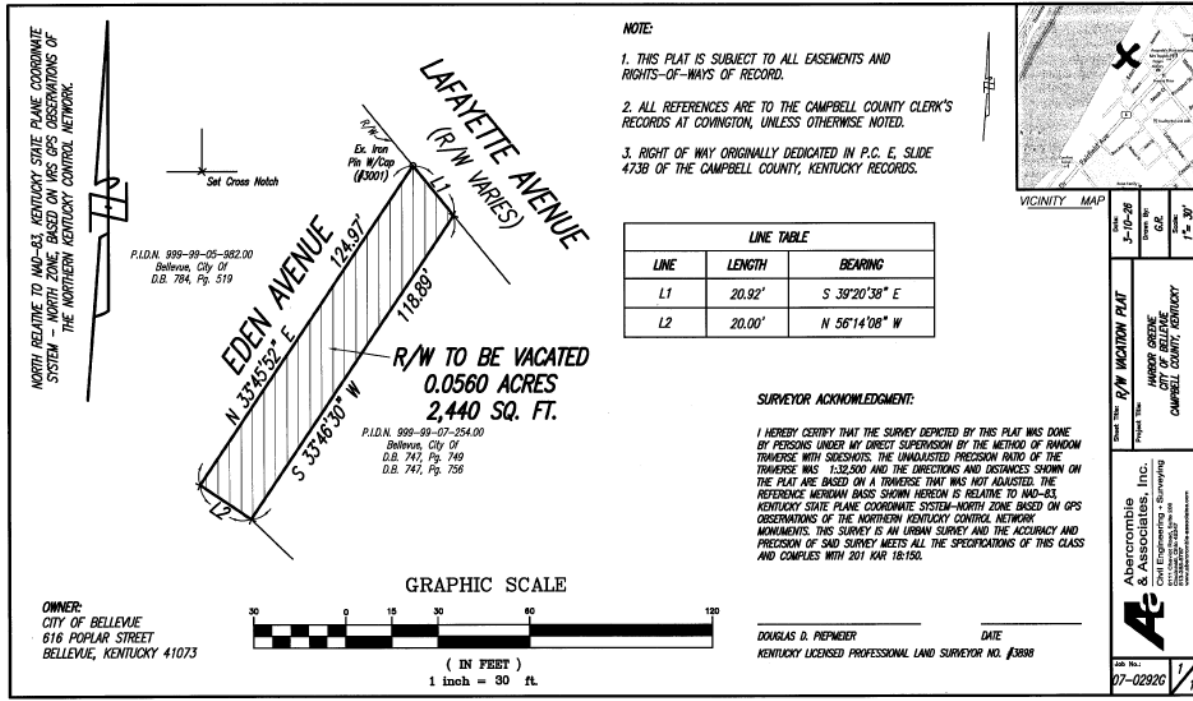


Exhibit C-1

Owner's Berry Property

PIDN: 999-99-05-982.03; Group Nos. 30762/I1; 41015/A1; 41015/A2; 41015/A3; 41016/A3; 41016/A4; and 41017/A1

D.B. 783, 316 and D.B. 784, 519

Situate in the City of Bellevue, County of Campbell, Commonwealth of Kentucky, being particular tract of land situated on the south side of River Avenue (vacated), on the north side of Fairfield Avenue and on the westerly side of Lafayette Avenue, being more particularly described as follows:

Commencing at a cross notch in the sidewalk of the northeast corner of Fairfield Avenue and Patchen Avenue;

Thence North 46° 38' 08" West, along the easterly side of Patchen Avenue and along the westerly side of the Harbor Greene Commercial, LLC parcel as recorded in Deed Book 668, Page 622 for a distance of 142.48 feet to the former northerly right-of-way of Eden Avenue (now vacated) per City of Bellevue Ordinance;

Thence along the former northerly right-of-way Eden Avenue (now vacated North 33° 45' 52" East, for a distance of 367.98 feet to the real point of beginning for this tract;

Thence North 46° 32' 23" West, for a distance of 38.78 feet to a point;

Thence North 43° 27' 37" East, for a distance of 406.76 feet to a point;

Thence South 46° 32' 23" East, for a distance of 19.70 feet to a point;

Thence South 43° 27' 37" West, for a distance of 39.59 feet to a point;

Thence along a curve to the left with the following data: R=20.00', arc length = 31.45', chord length = 28.31', chord bearing South 1° 35' 15" East, to a point;

Thence South 46° 38' 08" East, for a distance of 23.99 feet to a point;

Thence North 43° 21' 52" East, for a distance of 223.91 feet to a point in the westerly right-of-way of Lafayette Avenue;

Thence along the westerly right-of-way of Lafayette Avenue, South 39° 20' 38" East, for a distance of 48.59 feet to a recovered x-notched on a wall;

Thence continuing along the westerly right-of-way of Lafayette Avenue, South 39° 20' 38" East, for a distance of 131.17 feet to the northerly right-of-way of Fairfield Avenue;

Thence continuing along the northerly right-of-way of Fairfield Avenue, South 43° 21' 52" West, for a distance of 4.63 feet to a point;

Thence leaving the northerly right-of-way of Fairfield Avenue, North 39° 20' 38" West, for a distance of 131.17 feet to point;

Thence South 43° 21' 52" West, for 73.17 feet to point;

Thence North 46° 45' 48" West, for a distance of 5.78 feet to a point;

Thence South 43° 20' 35" West, for a distance of 59.93 feet to a point;

Thence South 46° 38' 08" East, for a distance of 0.39 feet to a point;
Thence South 43° 21' 43" West, for a distance of 80.01 feet to a point;

Thence South 46° 38' 08" East, for a distance of 135.48 feet to a point in the northerly right-of-way of Fairfield Avenue;

Thence along the northerly right-of-way of Fairfield Avenue, South 43° 21' 52" West, for a distance of 50.00 feet to a point;

Thence leaving the northerly right-of-way of Fairfield Avenue, North 46° 38' 08" West, for a distance of 215.04 feet to a point;

Thence South 43° 27' 37" West, for a distance of 110.00 feet to a point;

Thence North 46° 38' 10" West, for a distance of 20.28 feet to a point;

Thence South 33° 45' 52" West, for a distance of 189.82 feet to the real point of beginning, containing 31,071.57 square feet or 0.7133 acres, more or less.

LESS AND EXCEPT, .0925 acres for right-of-way purposes taken by plat recorded in Plat Cabinet E, Slide 473-B of the Campbell County records.

PIDN: 999-99-05-982.00; Group Nos. 30762/A1; 41014/A1; 41014/A2; 41014/A3; 41015/A1; 41015/A2; 41015/A3; 41016/A1; 41016/A2; 41016/A3; 41016/A4; 41017/A2; 41017/A3

D.B. 784, 519

Being a particular tract of land situated on the north side of Fairfield Avenue, on the easterly side of Patchen Avenue and on the westerly side of Lafayette Avenue in the City of Bellevue, County of Campbell, State of Kentucky, being more particularly described as follows:

Beginning at a recovered cross notch located in the said sidewalk being on the northerly side of Fairfield Avenue and the easterly side of Patchen Avenue;

Thence North $46^{\circ} 38' 08''$ West, along the easterly right-of-way of Patchen Avenue, for a distance of 601.94 feet, passing a recovered steel pin (Woolpert) at a distance of 305.82 feet to a point now located in the Ohio River, being the previous low mark;

Thence continuing along said low mark, North $33^{\circ} 21' 52''$ East, for a distance of 528.00 feet to a point;

Thence continuing along said low mark, North $30^{\circ} 09' 52''$ East, for a distance of 536.93 feet to a point;

Thence South $39^{\circ} 38' 08''$ East, for a distance of 270.00 feet to a point;

Thence South $29^{\circ} 51' 52''$ West, for a distance of 30.31 feet to a point, said point being on the vacated northerly right-of-way of River Avenue (Vacation Ordinance No. 2004-10-02), said point being on the westerly side of Lafayette Avenue;

Thence along the westerly side of Lafayette Avenue, South $39^{\circ} 20' 38''$ East, for a distance of 239.97 feet to a point on the said northerly right-of-way of Eden Avenue;

Thence continuing along the northerly right-of-way of Eden Avenue, South $33^{\circ} 45' 52''$ West, for a distance of 124.98 feet to a point;

Thence leaving the northerly right-of-way of Eden Avenue, South $56^{\circ} 14' 08''$ East, for a distance of 20.00 feet to a point being on the southerly right-of-way of Eden Avenue;

Thence leaving the southerly right-of-way of Eden Avenue and along the westerly boundary line of Daniel Maloney and Florence Matthew as recorded in Deed Book 455, Page 566, South $46^{\circ} 15' 06''$ East, for a distance of 37.26 feet to a point;

Thence along the southerly boundary line of Maloney/Matthews, North $43^{\circ} 21' 53''$ East, for a distance of 110.18 feet to a point in the westerly right-of-way of Lafayette Avenue;

Thence continuing along the westerly right-of-way of Lafayette Avenue, South $39^{\circ} 20' 38''$ East, for a distance of 227.16 feet to a point on the said northerly right-of-way of Fairfield Avenue;

Thence continuing along the right-of-way of Fairfield Avenue, South 43° 21' 52" West, for a distance of 4.63 feet to a point;

Thence leaving said right-of-way and along a common boundary line with Eden Enterprises as recorded in Deed Book 517, Page 406, North 39° 20' 38" West, for a distance of 131.17 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, South 43° 21' 52" West, for a distance of 73.17 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, North 46° 45' 48" West, for a distance of 5.78 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, South 43° 20' 35" West, for a distance of 59.93 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, South 46° 38' 08" East, for a distance of 0.39 feet to a point;

Thence along the northerly boundary line of Eden Enterprises, South 43° 21' 43" West, for a distance of 80.01 feet to a point;

Thence along the westerly boundary line of Eden Enterprises, South 46° 38' 08" East, for a distance of 135.48 feet to a point being on the said northerly right-of-way of Fairfield Avenue;

Thence continuing along said right-of-way of Fairfield Avenue, South 43° 21' 52" West, for a distance of 119.99 feet to a point, a recovered cross notch in the sidewalk being located at a bearing of North 80° 34' 09" East, at a distance of 0.77 feet from said point;

Thence leaving said right-of-way and along the boundary line of United Dairy Farmers (UDF) as recorded in Deed Book 624, Pages 131 and 145, North 46° 38' 08" West, for a distance of 110.00 feet to a point, a recovered cross notch set in the top of a wall being located at a bearing of South 71° 45' 00" East, a distance of 1.05 feet from said point;

Thence continuing along the boundary line of UDF, South 43° 21' 52" West, for a distance of 40.00 feet to a point;

Thence continuing along the boundary line of UDF, North 46° 38' 10" West, for a distance of 105.22 feet to a point, a recovered cross notch being located at a bearing of North 85° 59' 12" East, and a distance of 0.32 feet from said point, said point being located on the southerly right-of-way of Eden Avenue;

Thence leaving the southerly right-of-way, North 56° 14' 08" West, for a distance of 20.00 feet to a point located on the northerly right-of-way of Eden Avenue;

Thence continuing along the northerly right-of-way, South 33° 45' 52" West, for a distance of 192.70 feet to a point;

Thence leaving the northerly right-of-way, South 56° 14' 08" East, for a distance of 20.00 feet to a point located on the southerly right-of-way of Eden Avenue;

Thence leaving the right-of-way of Eden Avenue and along the boundary line of UDF as recorded in Deed Book 626, Page 117, South 46° 38' 08" East, for a distance of 183.09 feet to a bent steel pin on the northerly right-of-way of Fairfield Avenue;

Thence continuing along the right-of-way of Fairfield Avenue, South 43° 21' 52" West, for a distance of 360.00 feet to the point of beginning, containing 592,946.3832 square feet or 13.6122 acres.

As shown on plat recorded in Plat Cabinet E, Slide 371-A of the Campbell County Clerk's records at Newport, Kentucky.

LESS AND EXCEPT the following parcels:

EXCEPTION NO. 1 (PIDN 999-99-05-982.01): That 1.7190 acre parcel conveyed to Harbor Greene Residential, LLC, a Kentucky limited liability company, by Special Warranty Deed dated February 9, 2005 and recorded in Deed Book 682, Page 431 of the Campbell County Clerk's records at Newport, Kentucky.

EXCEPTION NO. 2 (PIDN 999-99-05-982.05): That 3.2797 acre parcel conveyed to M.I.A. Development Company, LLC, a Kentucky limited liability company, by Special Warranty Deed dated November 10, 2006 and recorded in Deed Book 702, Page 12 and to Ackermann/Bellevue Commercial, LLC, a Kentucky limited liability company, by Special Warranty Deed dated November 10, 2006 and recorded in Deed Book 701, Page 889 and as shown on plat recorded in Plat Cabinet E, Slide 437-B, all references being to the Campbell County Clerk's records at Newport, Kentucky.

EXCEPTION NO. 3 (PIDN 999-99-05-982.06): That 0.1647 acre parcel conveyed to Harbor Greene Condominium Association, Inc., a Kentucky non-profit, non-stock

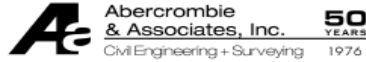
corporation, by Limited Warranty Deed dated April 11, 2014 and recorded in Deed Book 759, Page 852 of the Campbell County Clerk's records at Newport, Kentucky.

EXCEPTION NO. 4: That 0.4200 acre parcel conveyed to Harbor Greene Condominium Association, Inc., a Kentucky non-profit corporation, by Special Warranty Deed and Easement Agreement dated October 7, 2015 and recorded in Deed Book 782, Page 668 of the Campbell County Clerk's records at Newport, Kentucky.

EXCEPTION NO. 5: That 0.0792 acre parcel conveyed to Harbor Greene Condominium Association, Inc., a Kentucky non-profit corporation, by Special Warranty Deed dated October 7, 2015 and recorded in Deed Book 782, Page 696 of the Campbell County Clerk's records at Newport, Kentucky.

Exhibit C-2

Description of Unnamed Right Of Way to be Closed



APRIL 23, 2026

LEGAL DESCRIPTION UNNAMED STREET RIGHT OF WAY TO BE VACATED 0.2215 ACRES

SITUATE IN THE CITY OF BELLEVUE, CAMPBELL COUNTY, KENTUCKY, BEING PART OF THE RIGHT OF WAY OF AN UNNAMED STREET AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET CROSS NOTCH AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF AN UNNAMED STREET WITH THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE, SOUTH 39°20'38" EAST, 48.59 FEET TO A SET CROSS NOTCH AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF AN UNNAMED STREET WITH THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE;

THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF SAID UNNAMED STREET THE FOLLOWING SEVEN COURSES AND DISTANCES:

- 1) SOUTH 43°21'52" WEST, 77.80 FEET TO AN EXISTING MAG NAIL;
- 2) THENCE NORTH 46°45'48" WEST, 5.78 FEET TO AN EXISTING MAG NAIL;
- 3) THENCE SOUTH 43°20'35" WEST, 59.93 FEET TO A POINT;
- 4) THENCE SOUTH 46°38'08" EAST, 0.39 FEET TO A POINT;
- 5) THENCE SOUTH 43°21'43" WEST, 80.00 FEET TO A SET MAG NAIL;
- 6) THENCE SOUTH 46°38'08" EAST, 2.45 FEET TO A POINT AND
- 7) THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 11.93 FEET, A DISTANCE OF 10.38 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 15°12'35" EAST, 10.06 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF BERRY AVENUE WITH THE SOUTHWESTERLY RIGHT OF WAY OF SAIF UNNAMED STREET;

THENCE LEAVING THE SOUTHWESTERLY RIGHT OF WAY OF SAID UNNAMED STREET, THE NORTHEASTERLY RIGHT OF WAY OF BERRY STREET, NORTH 46°17'45" WEST, 51.82 FEET TO A POINT IN THE NORTHWESTERLY RIGHT OF WAY OF SAID UNNAMED STREET;

THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY OF SAID UNNAMED STREET THE FOLLOWING FIVE COURSES AND DISTANCES:

- 1) ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 32.31 FEET, A DISTANCE OF 16.15 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 77°12'17" EAST, 15.98 FEET TO A POINT;
- 2) THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 50.90 FEET, A DISTANCE OF 16.88 FEET, THE CHORD OF SAID CURVE BEARS NORTH 54°34'59" EAST, 16.80 FEET TO A POINT;
- 3) THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 4.30 FEET, A DISTANCE OF 7.62 FEET, THE CHORD OF SAID CURVE BEARS NORTH 03°34'31" WEST, 6.66 FEET TO A POINT;
- 4) THENCE NORTH 45°11'50" WEST, A DISTANCE OF 14.21 FEET TO A POINT AND
- 5) THENCE NORTH 43°21'52" EAST, 199.33 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.2215 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THE ABOVE DESCRIBED REAL ESTATE IS PART OF THE RIGHT OF WAY OF AN UNNAMED STREET. BEING THE RESULT OF A SURVEY AND PLAT DATED 3-10-2026 MADE BY DOUGLAS D. PIEPMEIER, KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR #3898.

Exhibit C-3 Depiction of Unnamed Right of Way to be Closed

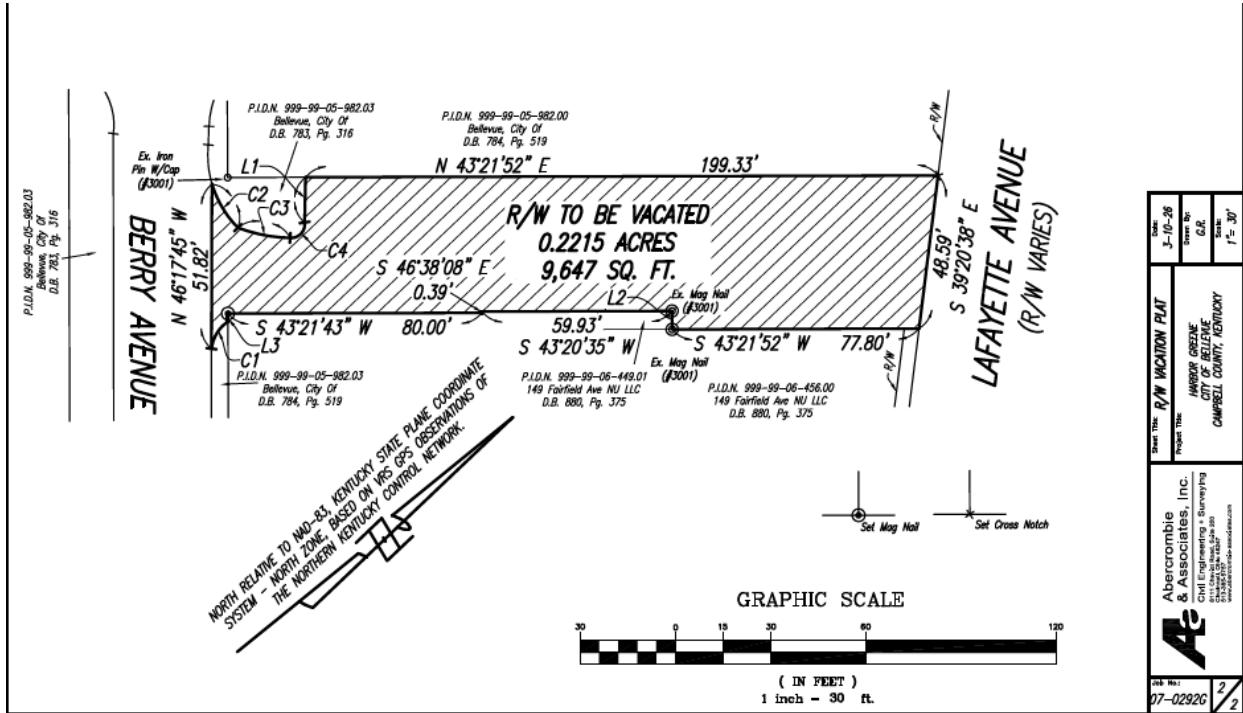


EXHIBIT D-2

CONSENT OF 179 FAIRFIELD AVE NU, LLC

[To be attached prior to adoption]

CONSENT TO CLOSING OF A PUBLIC WAY

[Unnamed Right-of-Way, Bellevue, Kentucky]

WHEREAS, 179 Fairfield Ave NU, LLC, an Ohio limited liability company (“**Owner**”) is the owner of the real property that is located at 179 Fairfield Avenue, situated in Bellevue, Kentucky described in attached Exhibit A (the “**Owner’s Property**”); and

WHEREAS, the Owner is requesting that the City of Bellevue, Kentucky (the “**City**”) close an unnamed right-of-way described in Exhibit B-1 and depicted in Exhibit B-2 each of which is attached hereto and incorporated herein (the “**Unnamed ROW**”), which abuts the Owner’s Property; and

NOW THEREFORE, the Owner hereby agrees as follows:

179 Fairfield Ave NU, LLC, the title record owner of the Owner’s Property described under attached Exhibit A, hereby (i) consents to the closure of the Unnamed ROW that it has requested the City Council of the City close, and (ii) waives its right to receive the notice of closure otherwise required under KRS 82.405(2)(b).

Owner:

179 Fairfield Ave NU, LLC

Print: _____

Title: _____

The foregoing Consent to Closing of a Public Way was acknowledged before me this ____ day of ____, 2026 by _____, on behalf of 179 Fairfield Ave NU, LLC, an Ohio limited liability company, its _____, who executed the foregoing instrument, acknowledged that he voluntarily executed the same, and swore and attested as to the truth of the facts stated herein.

Notary Public
My Commission Expires: _____

Exhibit A
Owner's Property

PARCEL 1: PIDN 999-99-06-456.00 / Group Nos. 41015/A2 & 41015/A3

Situate in the City of Bellevue, Campbell County, Kentucky, and shown on Plat Book 6, Page 6, of the Original Plan of the City of Bellevue, more particularly described as follows:

BEGINNING at the northwest corner of Fairfield Avenue and Lafayette Avenue, thence westwardly along the northerly line of Fairfield Avenue approximately 200.83 feet to a point being the corner of Lots 20 and 21; thence northerly along the dividing line of Lots 20 and 21 approximately 135 feet to a point; thence easterly perpendicular to the dividing line between Lots 20 and 21 approximately 80 feet to a point in the dividing line between Lots 22 and 23; thence northwardly along the dividing line between Lots 22 and 23 approximately 76/100 feet; thence easterly along a line, if extended, perpendicular to the dividing line between Lots 22 and 23 36½ feet to a point; thence southwardly, parallel to the dividing line between Lots 22 and 23, 5.76 feet; thence easterly along a line, if extended, perpendicular to the dividing line between Lots 22 and 23, 100.75 feet to a point in the westerly line of Lafayette Avenue; thence southwardly along Lafayette Avenue 10 feet; thence westerly 63.25 feet to a point; thence southerly along a line parallel to the dividing line between Lots 22 and 23 approximately 30 feet to a point; thence easterly along a line, if extended, perpendicular to the dividing line between Lots 22 and 23 approximately 63 feet more or less to a point in the westerly line of Lafayette Avenue; thence along Lafayette Avenue 90.93 feet to the place of beginning. Being part of Lots 21, 22, 23, 24, and 25 of the Original Plan of Bellevue.

PARCEL 2: PIDN 999-99-06-455.00 / Group Nos. 41015

Parts of Lots 24 and 25 of the original plan of the City of Bellevue, Campbell County, Kentucky:

Beginning at a point in the westerly line of Lafayette Avenue 90.93 feet northwardly from the northwest corner of Fairfield and Lafayette Avenues; thence northwardly with the westerly line of Lafayette Avenue 30.31 feet, more or less, to a point; thence westwardly parallel to Fairfield Avenue 63.25 feet more or less to a point; thence at right angles southwardly 30 feet to a point; thence at right angles eastwardly 63 feet more or less to the place of beginning.

LESS AND EXCEPTING FROM PARCELS 1 & 2 the following three (3) tracts conveyed in Deed Book 674, Page 317, of the Campbell County Clerk's Records at Newport, Kentucky, and being more particularly described as follows:

Situate in the City of Bellevue, County of Campbell, State of Kentucky, being the following three tracts:

Tract 1 – Being a particular tract of land situated along Lafayette Ave and Fairfield Ave, being more particularly described as follows:

Beginning at a point in the westerly intersection of Lafayette Ave. & Fairfield Ave., said point being the most easterly property corner of Eden Enterprises Parcel VII, as recorded in Deed Book 517, Page 406; thence, along the westerly right of way of Fairfield Ave. South $43^{\circ}21'52''$ West for a distance of 4.63 feet to a point; thence, leaving the right of way of Fairfield Ave. North $39^{\circ}20'38''$ West for a distance of 90.52 feet to a point, said point being on the south property line of Eden Enterprises parcel VI; thence, North $43^{\circ}21'52''$ East for a distance of 4.63 feet to the westerly right of way of Lafayette Ave.; thence, along the westerly right of way of Lafayette Ave. South $39^{\circ}20'38''$ East for a distance of 90.52 feet to the point of beginning, containing 0.0095 acres.

Tract 2 – Being a particular tract of land situated along Lafayette Ave., being more particularly described as follows:

Beginning at a point in the westerly right of way of Lafayette Ave., said point being the most northerly property corner of Eden Enterprises Parcel VII, as recorded in Deed Book 517, Page 406, said point being a Recovered X-Notch in the top of a stone wall; thence, along the westerly right of way of Lafayette Ave. South $39^{\circ}20'38''$ East for a distance of 10.40 feet to a point, said point being on the north property line of Eden Enterprises Parcel VI; thence, leaving the right of way of Lafayette Ave., and along the northerly property of Eden Enterprises Parcel VI South $43^{\circ}21'52''$ West for a distance of 4.63 feet to a point; thence, North $39^{\circ}20'38''$ West for a distance of 10.40 feet to a point on the northerly property line of Eden Enterprises Parcel VII; thence, North $43^{\circ}21'52''$ East for a distance of 4.63 feet to the Point of Beginning, containing 0.0011 acres.

Tract 3 – Being a particular tract of land situated along Lafayette Ave. and Fairfield Ave., being more particularly described as follows:

Beginning at a point in the westerly intersection of Lafayette Ave. & Fairfield Ave., said point being the most easterly property corner of Eden Enterprises Parcel VII, as recorded in Deed Book 517, Page 406; thence, along the westerly right of way of Lafayette Ave. North $39^{\circ}20'38''$ East for a distance of 90.52 feet to the REAL POINT OF BEGINNING; thence, leaving the right of way of Lafayette Ave. South $43^{\circ}21'52''$ West for a distance of 4.63 feet to a point; thence, North $39^{\circ}20'38''$ West for a distance of 30.24 feet to a point; thence, North $43^{\circ}21'52''$ East for a distance of 4.63 feet to a point; thence, along the right of way of Lafayette Ave. South $39^{\circ}20'38''$ East for a distance of 30.24 feet to the REAL POINT OF BEGINNING, containing 0.0032 acres.

This description was based on a survey performed by E. J. Foltz, P.E., L.S. (#3322) of Cartec Engineering Corp., from field work performed on December 17, 2003, May 10 & 13, 2004.

FOR INFORMATIONAL PURPOSES, ONLY: Parcels 1 and 2 being a portion of the property conveyed to Eden Enterprises, LLC, a Kentucky limited liability company, formerly known as Eden Enterprises, a Kentucky general partnership, by Deed dated January 6, 1989 and recorded January 6, 1989 in Deed Book 517, Page 406, Campbell County, Kentucky Records.

PARCEL 3: PIDN 999-99-06-449.01 / Group Nos. 41015

Parts of Lots 23, 24, and 25 of the Original Plan of the City of Bellevue, County of Campbell, State of Kentucky, beginning at a point on the west side of Lafayette Avenue 124-40/100 feet south of Rhensford Street, thence westwardly 101-38/100 feet to the dividing line between Lots 23 and 24, thence at right angles Southwardly with said line 26-97/100 feet, thence at right angles westwardly 3-50/100 feet, thence at right angles southwardly 5-76/100 feet, thence at right angles eastwardly 100-75/100 feet to Lafayette Avenue, thence northwardly with said Lafayette Avenue 31 feet, to the place of beginning.

LESS AND EXCEPTING FROM PARCEL 3 the following tract conveyed in Deed Book 674, Page 317, of the Campbell County Clerk's Records at Newport, Kentucky, and being more particularly described as follows:

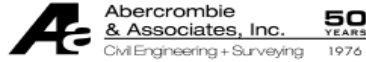
Situate in the City of Bellevue, County of Campbell, State of Kentucky, being a particularly tract of land situated along Lafayette Ave., being more particularly described as follows:

Beginning at a point in the westerly right of way of Lafayette Ave., said point being the common property corner of Eden Enterprises Parcel I & VII, as recorded in Deed Book 517, Page 406, said point being a recovered X-Notch in the top of a stone wall; thence, leaving the right of way of Lafayette Ave. South 43°21'52" West for a distance of 77.80 feet to a point; thence North 46°45'48" West for a distance of 5.78 feet to a point; thence South 43°20'35" West for a distance of 19.93 feet to a point; thence North 46°38'08" West for a distance of 24.87 feet to a point; thence North 43°21'52" East for a distance of 101.67 feet to a point in the right of way of Lafayette Ave.; thence, along the right of way of Lafayette Ave. South 39°20'38" East for a distance of 30.89 feet to the Point of Beginning, containing 0.0675 acres.

This description was based on a survey performed by E. J. Foltz, P.E., L.S. (#3322) of Cartec Engineering Corp., from field work performed on December 17, 2003, May 10 & 13, 2004.

FOR INFORMATIONAL PURPOSES, ONLY: Parcel 3 being a portion of the property conveyed to Eden Enterprises, LLC, a Kentucky limited liability company, formerly known as Eden Enterprises, a Kentucky general partnership, by Deed dated January 6, 1989 and recorded January 6, 1989 in Deed Book 517, Page 406, Campbell County, Kentucky Records.

Exhibit B-1
Description of Unnamed Right-of-Way to be Closed



APRIL 23, 2026

**LEGAL DESCRIPTION
UNNAMED STREET RIGHT OF WAY TO BE VACATED
0.2215 ACRES**

SITUATE IN THE CITY OF BELLEVUE, CAMPBELL COUNTY, KENTUCKY, BEING PART OF THE RIGHT OF WAY OF AN UNNAMED STREET AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET CROSS NOTCH AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY OF AN UNNAMED STREET WITH THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE, SOUTH 39°20'38" EAST, 48.59 FEET TO A SET CROSS NOTCH AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT OF WAY OF AN UNNAMED STREET WITH THE SOUTHWESTERLY RIGHT OF WAY OF LAFAYETTE AVENUE;

THENCE ALONG THE SOUTHEASTERLY RIGHT OF WAY OF SAID UNNAMED STREET THE FOLLOWING SEVEN COURSES AND DISTANCES:

- 1) SOUTH 43°21'52" WEST, 77.80 FEET TO AN EXISTING MAG NAIL;
- 2) THENCE NORTH 46°45'48" WEST, 5.78 FEET TO AN EXISTING MAG NAIL;
- 3) THENCE SOUTH 43°20'35" WEST, 59.93 FEET TO A POINT;
- 4) THENCE SOUTH 46°38'08" EAST, 0.39 FEET TO A POINT;
- 5) THENCE SOUTH 43°21'43" WEST, 80.00 FEET TO A SET MAG NAIL;
- 6) THENCE SOUTH 46°38'08" EAST, 2.45 FEET TO A POINT AND
- 7) THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 11.93 FEET, A DISTANCE OF 10.38 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 15°12'35" EAST, 10.06 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF BERRY AVENUE WITH THE SOUTHWESTERLY RIGHT OF WAY OF SAIF UNNAMED STREET;

THENCE LEAVING THE SOUTHWESTERLY RIGHT OF WAY OF SAID UNNAMED STREET, THE NORTHEASTERLY RIGHT OF WAY OF BERRY STREET, NORTH 46°17'45" WEST, 51.82 FEET TO A POINT IN THE NORTHWESTERLY RIGHT OF WAY OF SAID UNNAMED STREET;

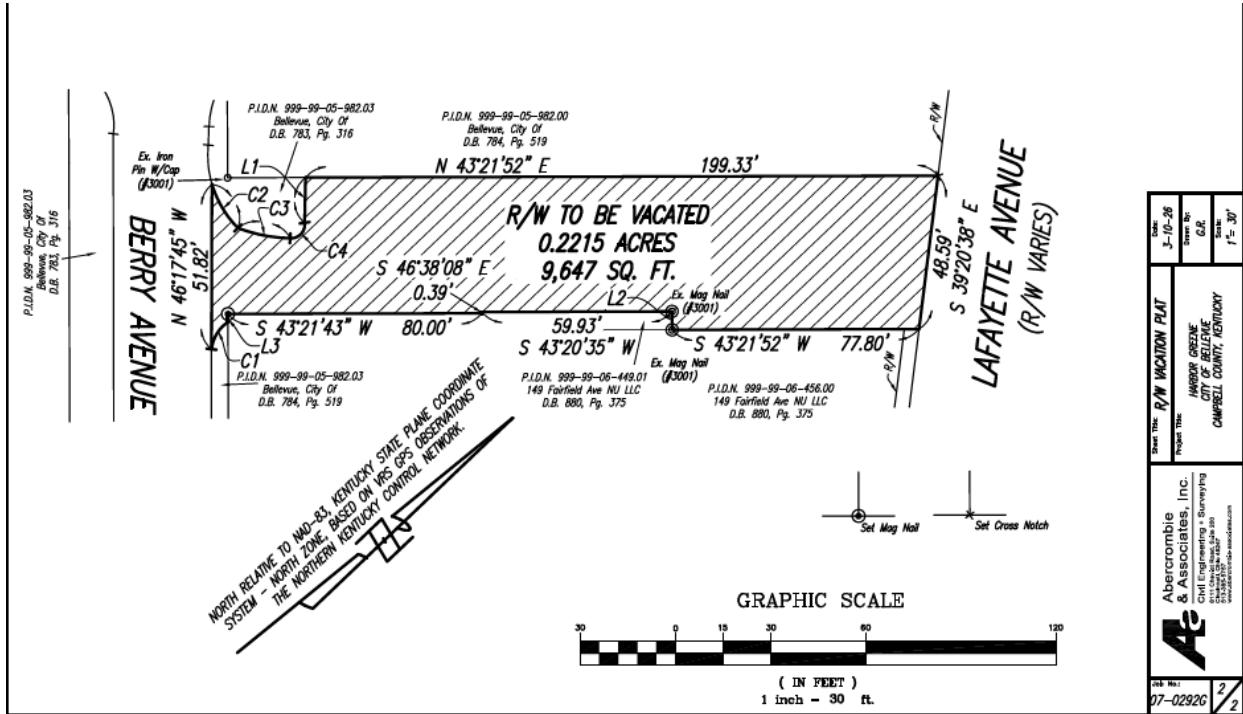
THENCE ALONG THE NORTHWESTERLY RIGHT OF WAY OF SAID UNNAMED STREET THE FOLLOWING FIVE COURSES AND DISTANCES:

- 1) ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 32.31 FEET, A DISTANCE OF 16.15 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 77°12'17" EAST, 15.98 FEET TO A POINT;
- 2) THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 50.90 FEET, A DISTANCE OF 16.88 FEET, THE CHORD OF SAID CURVE BEARS NORTH 54°34'59" EAST, 16.80 FEET TO A POINT;
- 3) THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 4.30 FEET, A DISTANCE OF 7.62 FEET, THE CHORD OF SAID CURVE BEARS NORTH 03°34'31" WEST, 6.66 FEET TO A POINT;
- 4) THENCE NORTH 45°11'50" WEST, A DISTANCE OF 14.21 FEET TO A POINT AND
- 5) THENCE NORTH 43°21'52" EAST, 199.33 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.2215 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THE ABOVE DESCRIBED REAL ESTATE IS PART OF THE RIGHT OF WAY OF AN UNNAMED STREET. BEING THE RESULT OF A SURVEY AND PLAT DATED 3-10-2026 MADE BY DOUGLAS D. PIEPMEIER, KENTUCKY LICENSED PROFESSIONAL LAND SURVEYOR #3898.

Exhibit B-2
 Depiction of Unnamed Right-of-Way to be Closed



DATE	J-10-26
Drawn By	C.R.
Scale	1" = 30'
Drawn Title	R/W VACATION PLAT
Project Title	WABOR GRAZING UNIT SURVEY CAMPBELL COUNTY, KENTUCKY
Surveyor	Abercrombie & Associates, Inc. Civil Engineering - Surveying 6115 S. 20th Street, Suite 200 Louisville, KY 40228 502-261-1111
Job No.	07-0292C
Sheet No.	2

CITY OF BELLEVUE

ORDER NO. 2026-05-01

**AN ORDER APPOINTING KATHRYN PRITCHARD TO THE BELLEVUE
CODE ENFORCEMENT BOARD.**

* * *

WHEREAS, it is appropriate to reappoint members to serve on commissions and boards, when terms expire, who will participate in meetings and vote; and

WHEREAS, Kathryn “Katie” Pritchard will be appointed to a three-year term on the Code Enforcement Board beginning May 13, 2026 and expiring May 9, 2029.

NOW, THEREFORE, BE IT ORDERED, that

Kathryn “Katie” Pritchard is hereby appointed to the City of Bellevue Code Enforcement Board and shall serve until May 9, 2026.

Adopted this 13th day of May, 2026.

Charlie Cleves, Mayor

ATTEST:

Lindy Jenkins, City Clerk/Treasurer

CITY OF BELLEVUE

ORDER NO. 2026-05-02

**AN ORDER REAPPOINTING JILL FESSLER TO THE HISTORIC
PRESERVATION COMMISSION.**

* * *

WHEREAS, it is appropriate to reappoint members to serve on commissions and boards, when terms expire, who will participate in meetings and vote; and

WHEREAS, Jill Fessler will be reappointed to a three-year term on the Historic Preservation Commission beginning May 13, 2026 and expiring May 9, 2029.

NOW, THEREFORE, BE IT ORDERED, that

Jill Fessler is hereby appointed to the City of Bellevue Historic Preservation Commission and shall serve until May 9, 2026.

Adopted this 13th day of May, 2026.

Charlie Cleves, Mayor

ATTEST:

Lindy Jenkins, City Clerk/Treasurer

CITY OF BELLEVUE

ORDER NO. 2026-05-03

**AN ORDER APPOINTING TIM WILHELM TO THE BELLEVUE
PLANNING AND ZONING COMMISSION.**

* * *

WHEREAS, it is appropriate to reappoint members to serve on commissions and boards, when terms expire, who will participate in meetings and vote; and

WHEREAS, Tim Wilhelm will be appointed to finish Patty Horwitz's tenure on the Planning and Zoning Commission beginning May 13, 2026 and expiring December 8, 2027.

NOW, THEREFORE, BE IT ORDERED, that

Tim Wilhelm is hereby appointed to the City of Bellevue Planning and Zoning Commission and shall serve until December 8, 2027.

Adopted this 13th day of May, 2026.

Charlie Cleves, Mayor

ATTEST:

Lindy Jenkins, City Clerk/Treasurer

CITY OF BELLEVUE

ORDER NO. 2026-05-04

**AN ORDER APPOINTING HARRY BROWN TO THE HISTORIC
PRESERVATION COMMISSION.**

* * *

WHEREAS, it is appropriate to reappoint members to serve on commissions and boards, when terms expire, who will participate in meetings and vote; and

WHEREAS, Harry “Nick” Brown will be appointed to a three-year term on the Historic Preservation Commission beginning May 13, 2026 and expiring May 9, 2029.

NOW, THEREFORE, BE IT ORDERED, that

Harry “Nick” Brown is hereby appointed to the City of Bellevue Historic Preservation Commission and shall serve until May 9, 2026.

Adopted this 13th day of May, 2026.

Charlie Cleves, Mayor

ATTEST:

Lindy Jenkins, City Clerk/Treasurer

CITY OF BELLEVUE

ORDER NO. 2026-05-05

AN ORDER ACCEPTING THE PROPOSAL FROM THE GREATER CINCINNATI WIFFLEBALL LEAGUE TO ESTABLISH AND MAINTAIN A WIFFLE BALL FIELD IN THE DUPONT PURCHASE AREA OF THE BEACH PARK.

WHEREAS, the Greater Cincinnati Wiffleball League (GCWL) has agreed to build a wiffle ball field; donate labor, time and expertise; design, build and donate a strike zone system; provide project management, turf-management and wiffle-specific field experience for a wiffle ball field and program in the Dupont purchase area of Beach Park; and

WHEREAS, for and consideration of the GCWL's contributions, the City of Bellevue would fund materials and equipment with an estimated cost of up to \$10,000.00 for materials and equipment.

BE IT ORDERED BY THE CITY OF BELLEVUE, KENTUCKY, THAT:

The Board of Council of the City of Bellevue authorizes the Mayor to enter into an agreement with the Greater Cincinnati Wiffleball League that will provide the services as indicated above, and that will commit the City to paying for the costs as indicated above to establish a wiffleball field in the Dupont purchase area of the Bellevue Beach Park. The agreement is on file at the City Clerk's Office and is incorporated by reference as if fully rewritten herein.

Adopted this 13th day of May, 2026.

Charlie Cleves, Mayor

ATTEST:

Lindy Jenkins, City Clerk/Treasurer

CITY OF BELLEVUE, KENTUCKY

ORDER NO. 2026-05-06

AN ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE NORTHERN KENTUCKY PUBLIC SECTOR JOINT HEALTH INSURANCE POOL (“NKPSJHIP”) TO PROVIDE HEALTH INSURANCE COVERAGE TO THE CITY OF BELLEVUE.

* * *

WHEREAS, the City of Bellevue, Kentucky (“City”), along with other Northern Kentucky cities and entities find mutual benefit in joining together with other Northern Kentucky communities to establish a joint powers agreement; and

WHEREAS, by participating in the NKPSJHIP, Bellevue benefits from a cost-effective efficiencies and rates to provide quality health insurance coverage for City staff employees; and

WHEREAS, signing and entering into this interlocal agreement is best practice in regards to cost-savings and provided insurance.

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

The Board of Council authorizes the Mayor to enter into an Interlocal Agreement with the Northern Kentucky Public Sector Joint Health Insurance Pool to provide health insurance coverage for the City of Bellevue, the terms of which are outlined in more detail in the attached agreement, which is incorporated by reference herein.

SO ORDERED and approved by the City Council of the City of Bellevue, Kentucky, on this 13th day of May, 2026.

Charlie Cleves, Mayor

ATTEST:

Lindy Jenkins, City Clerk/Treasurer

**KRS 65.230 INTERLOCAL AGREEMENT
AND JOINT EXERCISE OF POWERS AGREEMENT
TO ESTABLISH, OPERATE AND MAINTAIN A JOINT PROGRAM FOR HEALTH
INSURANCE COVERAGE FOR MEMBERS TO PROVIDE HEALTH INSURANCE
COVERAGE TO THEIR EMPLOYEES**

(July 1, 2025 -June 30, 2035)

This Agreement is entered into pursuant to the provisions as defined by KRS 65.230 of the Kentucky Revised Statutes relating to the Interlocal Agency joint exercise of powers, between the public governmental entities signatory hereto, and also those which may hereafter become signatories, for the purpose of creating a public health insurance pool, which shall be designated at the Northern Kentucky Public Sector Joint Health Insurance Pool (hereinafter designated as the "Pool")

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this Joint Powers Agreement to accomplish the purposes hereinafter set forth; and,

WHEREAS, the participants to this agreement have chosen to provide quality health insurance coverage for their employees in order to ensure the most cost-effective method of providing such a benefit; and,

WHEREAS, the development, organization, and implementation of such an Authority is of such magnitude that it is desirable for aforesaid parties to join together through an interlocal agreement in order to accomplish the purposes hereinafter set forth; and,

WHEREAS, it has been determined by the signatories that there is a need for a health insurance pool in which they can make the most efficient use of funds expended for health insurance, and as a result confers a value on an individual and mutual basis for services that best serves the participants' individual workforce needs and their communities with quality health insurance products and pricing;

NOW, THEREFORE, FOR AND INCONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES, each of the parties hereto does agree as follows:

SECTION ONE: PURPOSE AND DURATION OF AGREEMENT

- 1.1 Consistent with the public agencies that choose to provide health insurance coverage to their employees, the signatories to this agreement are expressly utilizing the authorities contained in the Interlocal Cooperation Act to jointly establish and administer a health insurance pool.
- 1.2 Members adopting this Interlocal Agreement agree to remain in the health insurance pool for at least two (2) plan years.
- 1.3 New members may join the pool through adoption of this agreement at any time during its duration.

A. Membership in the **Legacy** pool is limited to Kentucky cities, counties, or special purpose governmental entities **whose principal place of business** is located within the jurisdiction of the Northern Kentucky Area Development District.

B. Membership in the Extended pool is limited to Kentucky cities, counties, or special purpose governmental entities whose principal place of business is located outside of the jurisdiction of the Northern Kentucky Area Development District.

- 1.4 The duration of this Agreement shall be ten (10) years from July 1, 2025 through June 30, 2035, or until terminated as hereinafter provided.

SECTION TWO: CREATION OF THE NORTHERN KENTUCKY PUBLIC SECTOR JOINT HEALTH INSURANCE POOL

- 2.1 An interlocal entity, separate and apart from the public agencies signatory hereto, shall be and is hereby created and shall hereafter be designated as **THE NORTHERN KENTUCKY PUBLIC SECTOR JOINT HEALTH INSURANCE POOL (“POOL”)** .
- 2.2 The Pool is established for the purposes of administering this Agreement, and shall be governed by a Board of Directors. The POOL shall exercise all powers and authority normally reserved to each Member individually to secure and award bids; to oversee and direct the plan of insurance as established by the Members; and to obtain appropriate insurance coverage as determined by the Members and/or the Board of Directors.

- 2.3** The Original Members to this Agreement are the signatories below, namely: Boone County Water District, Carrollton Utilities, City of Carrollton, City of Bellevue, City of Ludlow, City of Park Hills, City of Southgate, City of Villa Hills, City of Walton, City of Warsaw, Crescent Villa Fire Authority, East Pendleton County Water District, Grant County Fiscal Court, Independence Fire District, Northern Kentucky Area Development District, Northern Kentucky Area Development District, Pendleton County Ambulance District, Pendleton County Fiscal Court. **These agencies shall collectively be known as Legacy Pool.**
- 2.31** Additional public entities – cities, counties, and/or special purpose governmental entities **within the jurisdiction of the Northern Kentucky Area Development District**—may join the **Legacy** Pool upon approval of two-thirds (2/3) of the vote of the ~~[Board of Directors]~~ **Legacy Pool Membership**, without need for amendment of this Agreement. Any member (other than the Original Members) joining the **Legacy** Pool shall be required to make a buy-in payment equal to their share of pool reserves based on the employee membership numbers as of June 30 in the year they join. For example, if the pool has \$2,000,000.00 in savings and has 500 employee members, the agency joining would have to pay \$4,000.00 for each employee they bring to the Pool. This buy-in payment can be made over a period of time determined by the Board. In the event that the new member withdraws from the Pool while a balance is owed on the buy-in obligation, the balance shall come due and payable on the date that the new member gives notice of its intention to withdraw from the Pool.
- 2.32 Additional public entities – cities, counties, and/or special purpose governmental entities within the Commonwealth of Kentucky whose principal place of business is located outside of the jurisdiction of the Northern Kentucky Area Development District—may join the Extended Pool upon approval of two-thirds (2/3) of the vote of the Board of Directors, without need for amendment of this Agreement. A Northern Kentucky jurisdiction that does not wish to join the Legacy Pool, or which is not approved for Legacy Pool Membership will shall become members of the Extended Pool.**
- 2.4** New members shall, upon approval of the existing membership, exercise the same privileges as all other members, including the privilege of a board appointment; voting privileges; and approval of applicant members, and shall be subject to all of the obligations and liabilities of the other members of the Pool. New members shall adopt and sign this Agreement before becoming eligible to exercise the privileges of membership to the Pool.
- 2.5** New members agree that they will remain a member of the Pool for a minimum of two years.

SECTION THREE: BOARD OF DIRECTORS

- 3.1 The membership of the Board for the Pool will be comprised of one (1) appointed member of each signatory [~~hereinafter referred to as “Original Members”~~]. Each member shall have one (1) vote on all matters.
- 3.2 The name of the Board shall be the **Northern Kentucky Public Entity Joint Health Insurance Board**
- 3.3 The functions of the Board are:
- To provide a joint program and system for health insurance coverage for each Member and as such to perform, or contract for the performance of, the financial administration, policy formulation, claims management or other necessary duties for the provision of health benefits to each member’s employees;
 - To enter into contracts, including, but not limited to:
 - To contract with such professionals (consultants, accountants, auditors, attorneys, etc.) administrators, or providers or vendors as the Board deems necessary for the maintenance and operation of the Pool and any plan, program, or service necessary to implement this Agreement. Without limiting the powers herein granted to the Board, the Board shall also have the specific authority to purchase liability and errors and omissions insurance for the Board and/or its individual members at its discretion.
 - To contract with a Third-Party Administrator (TPA) to administer the daily operations of the Pool and/or plan. Such TPA will work at the direction and discretion of the Board and shall enter into agreements to carry out the duties assigned by the Board.
 - To acquire, hold, and dispose of property, real and personal, all for the purpose of providing the membership with the necessary education, study, development, and implementation of a joint health insurance pool, and the operation and maintenance of a governance for the handling of the joint program.
 - To incur debts, liabilities, and obligations necessary to accomplish the purposes of this Agreement;
 - To invest surplus reserve funds as deemed appropriate by the Board of Directors and as subject to law;

- To receive gifts, contributions, and donations of property, funds, services and other forms of assistance from persons, firms, corporations, associations, and any governmental entity;
- To provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding the Pool;
- To sue and be sued in the name of the Pool;
- To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by state or federal law.

3.4 The operations of the Board are as follows:

A. Meetings

1. The persons appointed to serve on this Board by their respective public entity shall serve at the pleasure of the appointing authority and continue thereafter until their successor is appointed. Board members must be re-appointed by their respective entities annually and may be re-appointed for any number of consecutive terms. Any vacancy by reason of death, incapacity, disqualification or for other reasons shall be filled by the individual public entity, which is the appointing authority for that board member. Board members shall adhere to and be subject to the ethics code for their appointing authority. All board members shall serve without compensation, but upon approval of a majority vote of the Board, can be reimbursed for all necessary and reasonable expenses.
2. The Board shall elect from their number a Chair, Vice-Chair, and a Treasurer.
There shall be an Acting Secretary for the Board, which shall consist of a staff member from the Northern Kentucky Area Development District. The Acting Secretary shall hold no voting powers or decision-making powers on the Board and shall be responsible for the minutes of the Board meetings and serve in a clerical function to the Board.
3. The Board will meet at least two times per year, on a regularly scheduled basis. Meetings may be virtual or in-person, or a combination of both, at the discretion of the Chair. In-person meetings shall be held at the Northern Kentucky Area Development District offices, or any other office convenient to the board if the NKADD offices are unavailable. Additional meetings may be

scheduled at the discretion of the Board on an as needed basis or as described in the By-Laws.

4. At all times the Board shall comply with the Kentucky Open Meetings, Kentucky Open Records, and Kentucky Archives laws. The Board Chair shall be designated as the custodian of the records for the purposes of the Open Records Act.
5. At the first meeting of each fiscal year, the Board shall elect its officers and approve the By-Laws, or any amendments thereto. Bylaws for the Board shall be approved and adopted within 60 days of the initial meeting.
6. The Board shall ensure that each board member receives a year-end written report, provided on or before the August board meeting. At a minimum, the year-end report will provide information on the fixed expenses, maximum liabilities, fees and funding factors.
7. The Board shall also provide to the Executive Authority of each public entity fiscal year premiums and plan details no later than May 1 of each calendar year. The Board shall cause to be prepared a yearly budget and annual review of all funds.

B. Appeals Committee

1. The Appeals Committee is the former Health Benefit Executive Advisory Committee. It is a standing committee of the Board of Directors.
2. The Appeals Committee meets annually at least four times per year, and on an as needed basis for additional meetings in order to review claims appeals. The Committee may at its option meet virtually, or in-person at the offices of the Northern Kentucky Area Development District.
3. Other duties of the Appeals Committee are to study, discuss, research, and provide advice and recommendations to the Board of Directors on benefit design and cost issues.
4. The Appeals Committee shall consist of a minimum of five (5) members to include the Chairperson, Vice-Chairperson, and Treasurer. Members of the Appeals Committee serve two-year terms from the date of their appointment by the Board of Directors, and

each Appeals Committee member is eligible for re-appointment to successive terms by the Board. If an appointee is appointed to replace an existing Appeals Committee member, then the appointee shall serve the remainder of the term, and then be eligible for re-appointment to a new term.

C. Legacy Committee

1. The Legacy Committee shall be comprised of the voting members of Board of Directors from the Legacy pool membership.

2. The Legacy Committee will meet as needed, and may meet as a subset of the Board of Directors during a regularly or special called Board meetings to conduct the duties of this committee.

3. The Duties of the Legacy Committee shall be to approve membership to the Legacy Pool and oversee the disposition of the funds carried over from the previous interlocal agreement in effect from July 1, 2014 until June 30, 2025, including any interest, investment gains, or buy-in payments made by Legacy pool members. These funds shall be known as Legacy Funds

SECTION FOUR: FINANCING

Costs associated with the Pool are to be borne by the participating public entities as follows:

4.1 Every participating public entity will submit monthly installments due on the first of each month based on their number of participants and types of coverage determined by a pre-set monthly premium rate. Payments will begin immediately upon membership to the Pool. Payments made after the tenth (10th) of the month will carry a late fee of 2%

4.2 The pre-set monthly premium rates approved by the Board will include all costs associated with administering the Plan for the plan year. To the extent that additional funds are necessary, the Board will determine the assessment of these costs to each entity. The Board will be required to notify the Executive Authority of each participating public entity thirty (30) days prior to any vote involving additional assessments above the pre-set monthly premium rates.

4.3 The Board shall maintain an adequate reserve as defined by the By-Laws, Board policies, Kentucky law, and/or any plan or plan document.

4.4 Legacy Funds may be used for the benefit of Legacy Pool jurisdictions to buy down premium increases or remit additional assessments with the approval of the Legacy Committee. Extended Pool members shall not have any rights, privileges, licenses, or access to Legacy Funds.

SECTION FIVE: TERMINATION OF AGREEMENT

5.1 Any member of this Agreement may terminate its membership by providing written notice to the remaining members one hundred and twenty days (120) prior to the intended date of separation. In the event a participating member withdraws from this Agreement, the members shall forfeit any partial-month credits. Such participating member will remain responsible for claims processed and paid after their withdrawal for their covered employees and any covered dependents. A terminating member forfeits its interest in the plan if and to the extent that there is any balance remaining after the payment of all claims.

5.2 In the event that this Agreement is terminated completely and no members remain party to this Agreement or remain members of the Pool, then after all remaining claims have been processed and paid and all outstanding liabilities have been paid in full, any remaining unexpended funds shall be divided proportionally among the remaining members based on the total amount of premiums paid during the term of this Agreement. Any member with a buy-in balance shall have their distribution amount reduced by the amount of said buy-in balance, and the proceeds divided and distributed equally to the remaining members.

5.3 This Agreement may be terminated effective at the end of any fiscal year by the affirmative vote of three-fourths (3/4) of the members of the Pool; provided however that the Board of Directors shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the Pool.

SECTION SIX : WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP

6.1 Any party to this Agreement that has completed two complete years as a Member of the Pool, may voluntarily terminate this Agreement as to itself, and withdraw from membership in the Pool. Such termination and withdrawal of membership shall become effective subject and according to the conditions, manner and means set forth in the By-Laws.

6.2 A public entity may be involuntarily terminated from the Pool upon a two-thirds (2/3) of the vote of all of the remaining members of the Board of Directors, and as provided in the By-Laws. Such removal from membership shall operate to terminate the Agreement only as to the removed party.

SECTION SEVEN: DISPOSITION OF PROPERTY AND FUNDS

7.1 In the event of the dissolution of the Pool, the complete rescission, or other final termination of this Agreement by the Pool, or at law, any property interest remaining in the Pool following a discharge of all obligations shall be disposed of as provided for in the By-Laws.

SECTION EIGHT: AMENDMENTS

8.1 This Agreement may be amended at any time with a subsequent written agreement signed by all of the members of the Pool. Any such amendment shall be effective upon the date of final execution thereof, unless otherwise provided in this document.

SECTION NINE: SEVERABILITY

9.1 Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Kentucky, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

SECTION 10: ENFORCEMENT

10.1 The Board of Directors is hereby given authority to enforce this Agreement. In the event suit is brought upon this Agreement and judgment is recovered against a member public entity, the member shall pay all costs incurred by the Board of Directors and/or the Pool, including court costs and attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement to be duly executed by their authorized officers or officials thereunto duly authorized as set forth herein below:

NAME OF ENTITY:

DATE:

SIGNATURE:

PRINT NAME:

TITLE:

Approved by the Kentucky Attorney General:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**CITY OF BELLEVUE, KENTUCKY
ORDER 2026-05-07**

AN ORDER OF THE BOARD OF COUNCIL OF THE CITY OF BELLEVUE, KENTUCKY (“CITY”) AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A MEMORANDUM OF UNDERSTANDING PERTAINING TO THE DONATION OF PROPERTY IN CONNECTION WITH THE RIVERFRONT DEVELOPMENT PROJECT.

WHEREAS, Neyer Properties, Inc., an Ohio corporation, and/or its affiliates, successors, and/or assigns (“Developer”), and the City of Bellevue, Kentucky (“City”) entered into an Amended and Restated Disposition and Development Agreement dated August 19, 2025 (the “Development Agreement”) related to the development of a mixed-use commercial and residential project along the north side of Fairfield Avenue in the City of Bellevue, Kentucky, known as the Riverfront Development Project (“Project”); and

WHEREAS, the Development Agreement has been approved and executed and the Developer is proceeding with the Project; and

WHEREAS, in furtherance of the Project, the Developer will purchase real property from the City and plans to donate back a portion of such property (“Donated Property”) to the City after the Project has been undertaken; and

WHEREAS, the City and Developer have negotiated and agreed to the terms of a Memorandum of Understanding (“MOU”), attached hereto as Exhibit A, setting forth the terms and conditions of the donation of the Donated Property.

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

Section 1. Approval of the Memorandum of Understanding. The Memorandum of Understanding substantially in the form attached hereto as Exhibit A is hereby approved, and the Mayor is hereby authorized to execute the Memorandum of Understanding on behalf of the City.

Section 2. 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.

That this Order shall be signed by the Mayor, attested to by the City Clerk, recorded and be effective upon adoption.

[Signatures below.]

ADOPTED: May 13, 2026

Charlie Cleves
Mayor

Attest:

Lindy Jenkins
City Clerk/Treasurer

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the City Council of Bellevue, Kentucky, (the "City"), and as such I further certify that the foregoing (with the attached Exhibit "A"), is a true, correct and complete copy of an Order duly adopted by the City Council of the City at a regular meeting properly held on May 13, 2026 signed by the Mayor and is now in full force and effect, all as appears from the official records of the City in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of May 2026.

Lindy Jenkins
City Clerk

EXHIBIT A
Memorandum of Understanding

(See attached.)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), dated the ___ day of April, 2026, by and between the City of Bellevue, Kentucky, a Kentucky city of the Home Rule Class (the “City”) and Neyer Properties, Inc., an Ohio Corporation (the “Developer”);

WITNESSETH

WHEREAS, the City and the Developer entered into an Amended and Restated Disposition with Development Agreement, dated August 19, 2025 (the “Agreement”), related to the development of a mixed-use commercial and residential project along the north side of Fairfield Avenue in the City of Bellevue, Kentucky (the “Project”); and

WHEREAS, pursuant to the Agreement, the Developer has the right to purchase real property from the City, defined as the “City-Owned Property” in the Agreement under the terms and conditions as set forth in the Agreement; and

WHEREAS, should the Developer (or a special purchasing entity created by the Developer) purchase the City-Owned Property, the Developer plans to donate back to the City a portion of the City-Owned Property with the land planned to be donated back to the City being generally shown as the area shaded in yellow in Exhibit A (the “Donated Property”).

THE CITY AND DEVELOPER AGREE:

Should Developer purchase the City-Owned Property for the construction of the Project in accordance with the terms of the Agreement, and Developer conveys the Donated Property to the City at no cost to the City, the City agrees as follows:

1. That it will accept the Donated Property, so long as the property donated conforms generally to the area shown on Exhibit A.
2. That it will execute an acknowledgement of the Donated Property and other commercially reasonable documents, including IRS Form 8283, to allow Developer to take a charitable donation for the value of the Donated Property.
3. Any costs related to the gift of the Donated Property and the tax deduction, including any appraisal fees, deed preparation, preparation of the acknowledgment of gift and the preparation of IRS form 8283, etc., shall be paid by the Developer.

IN WITNESS WHEREOF, the City and Developer have executed this MOU.

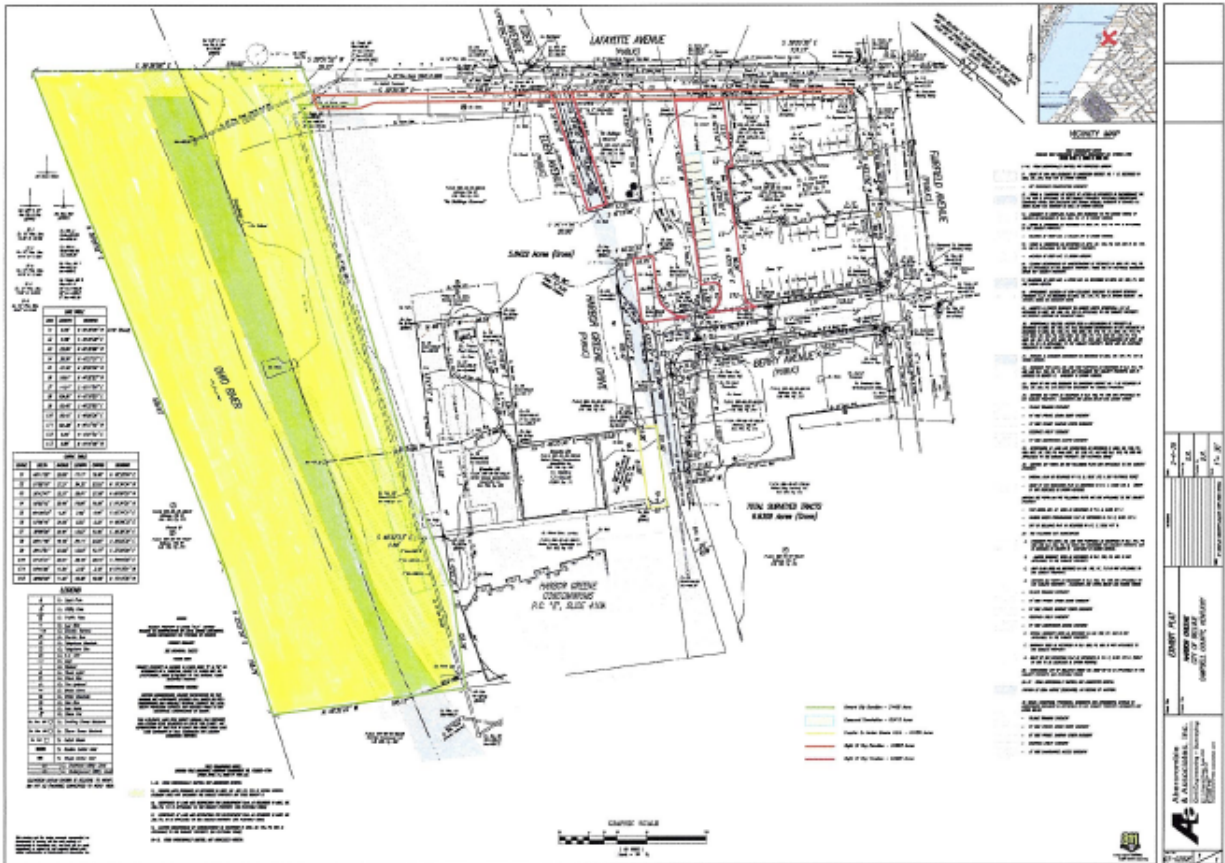
CITY OF BELLEVUE, KENTUCKY

NEYER PROPERTIES, INC.

By: _____
Charlie Cleves, Mayor

By: _____
Dan Neyer, President

EXHIBIT A DONATED PROPERTY



CITY OF BELLEVUE

ORDER NO. 2026-05-08

**AN ORDER ACCEPTING A GRANT FROM THE OPIOID ABATEMENT
ADVISORY COMMISSION TO PROVIDE FUNDING FOR THE POLICE
DEPARTMENT'S DARE PROGRAM.**

WHEREAS, the City of Bellevue applied for and was awarded a grant from the Opioid Abatement Advisory Commission to provide funding for the City of Bellevue's DARE program administered by the Bellevue Police Department; and

WHEREAS, the amount of the grant is \$29,315.00, and there is no matching funds required by the City of Bellevue.

BE IT ORDERED BY THE CITY OF BELLEVUE, KENTUCKY, THAT:

The Board of Council of the City of Bellevue accepts the grant as indicated above. The Mayor is authorized to execute any documents necessary to effectuate the grant.

Adopted this 13th day of May, 2026.

Charlie Cleves, Mayor

ATTEST:

Lindy Jenkins, City Clerk/Treasurer