

## TERMS OF AGREEMENT

### BETWEEN THE CITY OF BRIDGEPORT AND RICHARD AND KAYLA ROBERTS

This Agreement is drafted from conversation resulting from a meeting on September 30, 2024, by and between the City of Bridgeport (hereinafter referred to as "City") and Richard and Kayla Roberts (hereinafter referred to as "Resident"), regarding their residence at 105 Recreation Road.

The meeting was attended by the Residents and Mayor Gail Beyer, City Attorney Travis Rodak, Interim City Administrator Michelle Coolidge, and City staff members Perry Nelson and Dane Jeffords. All parties met with the intention of outlining acceptable actions to address concerns that construction of a large workshop or partially enclosed car port did not meet standards outlined by ordinance with a portion of the structure sitting on top of a natural gas supply line.

As a result of the meeting, the following actions were agreed as necessary to meet the intent of compliance:

#### 1. Required Actions

The Residents agree to begin taking steps immediately upon the acceptance of the terms by both parties. Timelines for progress will be established as detailed below and monitored through communication from the Residents and with visual check in by the City. The Residents will complete the following tasks by May 1, 2025:

##### a. Vacate the Alley

The Residents shall agree to action taken by the City to vacate the alley adjacent to the property. In order to expedite this process, the Residents will ensure the area is free from any obstructions. This will be completed on or before Tuesday November 12<sup>th</sup>. This date will allow for inspection and confirmation ahead of the November Council meeting.

##### b. Finish Structure to Meet Code and Make Attractive

The structure on the property shall be completed in accordance with all applicable building codes. In addition, the structure shall be finished in a manner that is aesthetically appealing to the community.

##### c. No Items West of Structure

The Residents shall ensure that there are no items of any kind placed west of the structure up to Recreation Road. This area must always remain clear going forward and not infringe on the Game and Parks Right of Way (ROW). The ROW has been determined to be 33' from the center line of the road, which is maintained by the City per the agreement with the State signed May 23, 2023. This measurement will be marked by the City for visual reference.

It is not expected that existing trees be removed at this time but will be maintained in accordance with ordinance going forward.

##### d. Compliance with Black Hills Directive

The Residents agree to follow any instructions or directives issued by Black Hills related to the property at their expense. The City will maintain contact with both Black Hills Energy and the State Fire Marshal's office to monitor any changes in the project and ensure completion in a timely manner as can be reported to the Council.

**2. Deadline for Completion**

All actions specified in this Agreement must be completed on or before May 1, 2025, with notable progress taking place in advance of this date. Failure to meet this deadline will result in the City taking further action as outlined below.

**3. Failure to Comply**

If the Residents fail to complete the required actions by May 1, 2025, the City will demand that the structure on the property be dismantled as allowed, and the Residents will be responsible for any associated costs.

**4. Enforcement**

If reasonable measures taken to rectify the situation fail and communication or other efforts are not successful in redirecting the project on task, the City reserves the right to take any necessary legal action to enforce this Agreement and ensure compliance.

**5. Acknowledgment of Agreement**

By signing this Agreement, the City and the Residents acknowledges their understanding of the terms and conditions and agrees to fulfill the required actions as outlined.

**SIGNATURES**

City of Bridgeport:



Gail Beyer

Title: Mayor

Date: 11-14-24

Residents:

  
\_\_\_\_\_

Richard Roberts

Date: 11/13/24

  
\_\_\_\_\_

Kayla Roberts

Date: 11/11/24

This Agreement represents the complete understanding between the City of Bridgeport and the Resident concerning the property cleanup and modifications required for compliance with City ordinances.

**18-1722. Buildings; repair, rehabilitate, or demolish; remove; cost; special assessment; civil action.**

If any owner of any building or structure fails, neglects, or refuses to comply with notice by or on behalf of any city or village to repair, rehabilitate, or demolish and remove a building or structure which is an unsafe building or structure and a public nuisance, the city or village may proceed with the work specified in the notice to the property owner. A statement of the cost of such work shall be transmitted to the governing body. The governing body may:

(1) Levy the cost as a special assessment against the lot or real estate upon which the building or structure is located. Such special assessment shall be a lien on the real estate and shall be collected in the manner provided for special assessments; or

(2) Collect the cost from the owner of the building or structure and enforce the collection by civil action in any court of competent jurisdiction.

**Source:** Laws 1969, c. 101, § 1, p. 476; Laws 1990, LB 964, § 1.

**Annotations**

Section 19-2422 applies to and authorizes an appeal from a special assessment levied under the authority of subdivision (1) of this section. *Main St Properties v. City of Bellevue*, 309 Neb. 738, 962 N.W.2d 333 (2021).

The notice provided an owner was not sufficient to meet due process requirements where the notice did not inform the owner of the specific allegations concerning the building's condition or what was necessary in order to repair or rehabilitate the structure. *Blanchard v. City of Ralston*, 4 Neb. App. 692, 549 N.W.2d 652 (1996).