

CITY COUNCIL PROCEEDINGS

April 10, 2002

The Mayor and City Council of the City of David City, Nebraska met in open public session in the meeting room of the City Office, 557 4th Street, David City, Nebraska. The Public had been advised of the meeting by publication of notice in The Banner-Press on April 4, 2002, and an affidavit of the publisher is on file in the office of the City Clerk. The Mayor and members of the City Council acknowledged advance notice of the meeting by signing the Agenda which is a part of these minutes. The advance notices to the Public, Mayor and Council members conveyed the availability of the Agenda, which was kept continuously current in the office of the City Clerk and was available for public inspection during regular office hours. No new items were added to the agenda during the twenty-four hours immediately prior to the opening of the Council meeting.

Present for the meeting were: Mayor Stephen Smith, Council members Ted Lukassen, Gary Smith, Bill Schatz, Mark Kirby and Nick Hein, City Administrator Andrew Brannen, City Attorney Jim Egr, Police Chief Stephen Sunday, Water/Sewer Supervisor Gene Divis, Electric Supervisor Tim Kovar, and City Clerk Joan E. Kovar. Council member Gary Kroesing arrived at 7:05 p.m.. Also present were: Larry McPhillips, Dave Burbach of Burbach Aquatics, and Daniel J. Schleusener, and Sherri Nun of the Banner Press.

The minutes of the March 13th and March 25th, 2002 meetings of the Mayor and City Council were approved upon a motion by Council member Lukassen and seconded by Council member Smith. Voting YEA: Council members Smith, Schatz, Hein, Lukassen, and Kirby. Voting NAY: None. Council member Kroesing was absent. The motion carried.

Stephen Smith asked for Petitions, Communications and Citizens' Concerns in addition to those contained in the Agenda packets. There were no petitions or communications.

Council member Lukassen reported that Vicky Samek, 253 West D Street, installed a pool last year and there is still not a fence around the pool as required. City Administrator Brannen sent her a letter last year regarding the need for a fence, but apparently she ignored it. This issue will be addressed again.

Mayor Smith asked for consideration of claims. Council member Smith made a motion to authorize the payment of claims. Council member Kirby seconded the motion. Council member Kroesing arrived at 7:05 p.m.. Council member Hein questioned the Alltel Cellular bills. The City had switched to a new plan where departments could share minutes, but this month the bill is \$499.18. City Clerk Kovar stated that the police and water departments each bought new batteries. The Council asked that the Alltel Cellular bill be reviewed and explained at the next committee meeting. Voting YEA to authorize the payment of claims: Council members Schatz, Hein, Kirby, Lukassen, Kroesing, and Smith. Voting NAY: None. The motion carried.

Mayor Smith called for Committee and Officers' Reports in addition to those written reports contained in the Agenda packet.

The Consulting Engineer, Dave Burbach, of Burbach Aquatics, Whitefish Bay, Wisconsin was present to discuss the progress on the aquatic center. A meeting was held today between the City, Burbach Aquatics, and Lueder Construction to discuss how the project was moving along. Burbach stated that he couldn't guarantee that the pool would be completed by June 10th, but that's the goal. The discussion centered on 1) moving the work along, and 2) cost issues -

change orders. Burbach stated that Lueder Construction may start working overtime to meet the deadline date. There is a risk caveat - they want the work completely in a timely fashion, but do not want to cut quality in the process. Burbach stated that the meeting focused on pricing issues, which is not as bad as quality problems. 70% of the bath house is complete and approximately 65% of the pool vessel. There are 4 or 5 pours left. Once the concrete is poured, it will need to air dry before it can be painted. The paint must be applied under very specific circumstances. Burbach stated that he would be in his office Friday, April 12th, and available for a conference call if needed.

Electric Supervisor Tim Kovar reported the line crew has been working at the site of St. Mary's School addition, trenching in overhead wires, and performing various jobs. Next week they plan to install the fountains in the park lakes.

Council member Kroesing questioned if Park Supervisor Bill Buntgen had received the fishing regulation signs. City Administrator Brannen stated that he had and Brannen will advise Buntgen to get the signs posted by the lakes.

Water/Sewer Supervisor Gene Divis reported that Aksarben Electric has a 1996 GMC pickup for sale for \$8500. The pickup has 80,000 miles on it, but has been well taken care of. After discussion the Council decided that Divis could administratively purchase the pickup since a pickup was included as a budgeted item in his budget.

Police Chief Sunday reported that thanks to a tip from Sherri Nun of the Banner Press, Sunday will be meeting with the Lincoln police department on April 16th to do some investigative work concerning our drop box theft. Lincoln has been experiencing the same problem.

City Attorney Egr stated that Joe Smith has only a few items to be removed from his property located at 595 C Street, to be in compliance with City codes. This is a permanent injunction.

City Administrator Brannen reported that a pre-construction meeting is scheduled for Monday, April 15, to discuss the park trail. Gen-Mech Contractors, Lincoln, Nebraska, plan to begin work on the trail in May and hopefully be completed by July 4, 2002.

Mayor Smith scheduled a Committee of the Whole meeting for Monday, April 29, at 5:30 p.m. in the City Office meeting room.

Council member Kirby made a motion to accept the Committee and Officers' Reports as presented. Council member Smith seconded the motion. Voting YEA: Council members Lukassen, Smith, Schatz, Kroesing, Kirby, and Hein. Voting NAY: None. The motion carried.

Council member Hein made a motion to approve the application of Richard Ludvik (Ka-Boomers Enterprises, Inc.) for a Fireworks Permit. He will be selling permissible fireworks at Stop-Inn, 1510 No. 4th Street, David City, Nebraska. Council member Kirby seconded the motion. All of the Council members were present, all voted YEA, and the motion carried.

Police Chief Sunday introduced Daniel J. Schleusener. Council member Kirby made a motion to appoint Daniel J. Schleusener as a police officer. Council member Kroesing seconded the motion. All of the Council members were present, all voted YEA, and the motion carried. City Attorney Jim Egr administered the official oath of office to Daniel J. Schleusener as a police officer for David City. Schleusener stated that he looked forward to serving the

community. Schleusener will begin work on April 20th and start school on July 1, with graduation on Sept. 19th.

The Community Redevelopment Authority considered the loan request of Beksal R.I.M. and recommended approving a loan of \$35,000. Larry McPhillips, representing Beksal R.I.M., stated that they are located on the second floor of the old David City Manufacturing Building, 312 5th Street. They manufacture a number of plastic and foam rubber products including duck decoys, arm pads for wheel chairs, the rubber material that goes on the underside of a basketball backboard, roller platens for printing machines, etc.. They would like to buy additional machines to produce at a faster pace and a larger quantity. They currently have three full time employees, but hope to employ 12 by the end of summer. Council member Kirby made a motion to accept the recommendation of the Community Redevelopment Authority that a CDBG Revolving Loan Fund be approved for Beksal R.I.M., not to exceed \$35,000, at a rate of 4% interest for a period of 10 years with a 5 year balloon payment. Council member Hein seconded the motion. All of the Council members were present, all voted YEA, and the motion carried.

When Midland Products purchased the building from Midland Resources, they just took over the lease and never had it formally transferred. Midland Products is in the process of securing a bank loan in order to repay the city the remaining amount of their loan from the CDBG revolving loan fund. In order to get financing from the bank, they need to clear up the existing lease on the land (a plot of ground at the David City Municipal Airport) that their building sits on.

Council member Kroesing made a motion to execute a ground lease for Midland Products Inc.. Council member Lukassen seconded the motion. Voting YEA: Council members Schatz, Kirby, Smith, Lukassen, Kroesing, and Hein. Voting NAY: None. The motion carried and the following ground lease was executed:

GROUND LEASE

THIS GROUND LEASE AGREEMENT, made and entered into this 10th day of April, 2002, by and between the CITY OF DAVID CITY, David City, Nebraska, a Municipal Corporation of the County of Butler, State of Nebraska, hereinafter referred to as Lessor, and MIDLAND PRODUCTS, INC., a Nebraska Corporation, hereinafter referred to as Lessee (whether one or more in number.)

WITNESSETH: That the Lessor has this day leased unto the Lessee the following described real estate, to-wit:

A plot of ground at the David City Municipal Airport located on the Northeast Quarter (NE ¼) of Section Thirty-one (31), Township Fifteen (15) North Range 3, East of the 6th P.M., Butler County, Nebraska, Two Hundred Fifty Feet (250') by Three Hundred Fifty Feet (350') North of the Access Road as more specifically shown on Exhibit "A" attached hereto and made part hereof

for a term of ten (10) years from the 1st day of June, 1998 to the 31st day of May, 2008, for the sum of \$600.00 per year, at \$50.00 per month, payable on the 1st day of each month during the term of said lease.

The following conditions are mutually agreed upon:

1. Lessee shall be in default hereunder if:
 - a. Lessee fails to pay rent due hereunder within thirty (30) days after the due date thereof, or
 - b. Lessee fails to perform any other agreement or covenant herein required to be performed by Lessee and such failure continues for thirty (30) days after Lessee has received written notice of such failure. Provided, however, that if such failure is of a nature that it cannot be remedied within such thirty (30) day period, Lessee shall not be deemed to be in default hereunder unless Lessee shall fail to commence the steps necessary to remedy such default within such thirty (30) day period and diligently pursue such remedy.

In the event Lessee shall be in default hereunder, it shall be lawful for Lessor to re-enter said premises and Lessee agrees to vacate said premises without further notice and if it is necessary to bring action at law to recover possession, to pay a reasonable attorneys fee therefor if permitted by law.

2. That Lessee covenants that it will not use said real estate or permit same to be used for any unlawful business or purpose whatsoever and it will use all due care and diligence in guarding said property, the building, gates, fences, etc., from damage by fire and the depredations of animals; will pay all water, sewer, and electric charges that shall become due thereon during this lease; that it will not permit anything on or about said real estate which will increase the rate of insurance; that the Lessor and its agent may enter at any time to view same or for any necessary purposes. The Lessee further agrees that it will in all respects comply with the city ordinances and with the requirements of the health authorities and particularly as to keeping said real estate and the streets and alleys adjacent thereto, free and clear from all filth, refuse and obstruction.

3. That at the expiration of the lease or upon a default by the Lessee, the Lessee will without further notice of any kind, quit, and surrender the possession and occupancy of said real estate in as good a condition as received.

4. The parties acknowledged that this is a ground lease with Lessor owning only the underlying real estate while Lessee owns the existing building and other improvements thereon. Lessee shall have the right to make any alterations or additions to the existing building or construct a new building on the premises provided the same is in full compliance with all the terms and provisions of this Ground Lease and provided further that Lessee shall indemnify and hold harmless Lessor from any liens, damages or responsibility whatsoever arising out of such alterations, additions or new construction.

5. The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public the right of flight for the passage of aircraft in the airspace above the surface of the real estate hereinbefore described, together with the right to cause in such airspace such noise as may be inherent in the operation of the aircraft, now known or hereinafter used, for navigation or flight in said airspace for landing on, taking off from, or operating on the David City Municipal Airport.

6. The Lessee expressly agrees for itself, its successors and its assigns to restrict the height of structures, objects of natural growth or other obstruction on the hereinbefore described real estate to a height of not more than approximately 65 feet above land level, 1675 feet above M.S.L.

7. The Lessee agrees for itself its successors and its assigns to prevent any use of the above described real estate which would interfere with landing or taking off of aircraft at the David City Municipal Airport, cause electronic interference or otherwise constitute an airport hazard including blowing papers or debris.

8. The Lessee will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

9. That access to the real estate be restricted to the present access to the airport property.

10. All notices required or permitted under this Agreement shall be ineffective unless made in writing and forwarded to the parties as follows:

- to Lessor at P.O. Box 191, David City, NE 68632-0191
 - to Lessee at P.O. Box 317, #2 Country Club Lane, Osceola, NE 68651-0317
- or to such other address as either party shall give the other party written notice of.

11. Lessee is hereby granted options to extend this lease for eight (8) additional terms of ten (10) years each and one (1) additional term of nine (9) years, with each additional term to commence on the expiration of the preceding ten (10) year term. All of the provisions of this Ground Lease shall apply during each such extension except that Lessor shall have the right to increase the monthly rental payable by Lessee as of the beginning of each such extended term and the rental as so increased shall be payable throughout such ten (10) (or nine) (9) year term. Provided, however, that no such increase in excess of \$25.00 per month shall be permitted. On or before the first day of March of any year in which the original term or an extended term of this lease expires, Lessor shall notify Lessee in writing of the amount of monthly rental which will be payable by Lessee during the next ten (10) (or nine) (9) year term Lessee chooses to exercise its option to extend the term of this lease. Lessee shall have until April 1 of the same year in which to notify Lessor in writing of Lessee's exercise of such option. In the event Lessor fails to notify Lessee of any proposed increase in rental within the time period so allowed, the rental shall not be increased if Lessee exercises its option. In the event Lessee fails to so notify Lessor of its exercise of any such option during the time period provided, such option and all succeeding options herein granted shall expire and be of no further force or effect.

12. In addition to the foregoing this lease shall be subject to the following general terms and conditions:

- a. This lease constitutes the full agreement between the parties and no amendment or modification shall be effective unless made in writing and signed by the parties.
- b. No term or provision in this lease shall be construed to have been waived by any party unless such waiver shall have been secured in writing.

c. The terms and conditions of this lease shall be binding upon and inure to the benefit of the parties hereto in their respective successors and assigns.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names on the date above written.

LESSOR

LESSEE

By: _____
Stephen Smith, Mayor for the
CITY OF DAVID CITY
David City, Nebraska
A Municipal Corporation

By:
MIDLAND PRODUCTS, INC.
A Nebraska Corporation

ATTEST:

City Clerk Joan E. Kovar

State of Nebraska)
) ss.
County of Butler)

The foregoing instrument was acknowledged before me on _____, 2002 by Stephen Smith, Mayor for the CITY OF DAVID CITY, David City, Nebraska, a Municipal Corporation, on behalf of the Corporation.

Notary Public

State of Nebraska)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 2002 by _____, _____ for MIDLAND PRODUCTS, INC., a Nebraska Corporation, on behalf of the Corporation.

Notary Public

Rental rates for the track were discussed at the March 25 Committee of the Whole Meeting. Tom Jahde, Athletic Director of David City Public Schools and Ron Mimick, Activities Director of Aquinas Catholic Schools had submitted a letter which stated that they have no concerns regarding the rates we are charging the local schools, but rather with the rates we are charging other schools. Mimick and Jahde felt that the other schools should pay a damage deposit and a higher rental rate since the local schools provide the equipment.

Council member Kroesing stated that we put the track in to be used and he hoped a higher rental rate doesn't scare anyone off. Council member Schatz agreed. Council member Smith noted that he went to the track one evening to walk, there was equipment lying everywhere. If they are concerned about their equipment they should pick it up at night.

Council member Kroesing introduced Resolution No. 7 - 2002 and moved for its passage and adoption. Council member Smith seconded the motion. Voting YEA: Council members Schatz, Kirby, Smith, Lukassen, Kroesing, and Hein. Voting NAY: None. The motion carried and Resolution No. 7 - 2002 was passed and adopted as follows:

RESOLUTION NO. 7 - 2002

WHEREAS, Resolution No. 1 - 2001, set the rental/rate schedule for the Park, Auditorium, Track, and Football Field facilities, and,

WHEREAS, the City has completed the track project and has determined a need to increase the costs for rentals of the Track facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA that the following rental/rate schedule for the Park, Auditorium, Track, and Football Field facilities is hereby approved and adopted.

Municipal Auditorium - Bar Charges

Beer.....	\$36.00 / case
Whiskey	\$30.00 / liter
Vodka.....	\$28.00 / liter
Rum.....	\$28.00 / liter
Peach Schnapps.....	\$30.00 / liter
Pop.....	\$40.00 / tank
Orange Juice.....	\$10.00 / gallon
Keg Beer	\$100.00 / ½ barrel

..... \$55.00 / ¼ barrel

Renters must use the city bartenders

All liquor and beer must be purchased from the city - even for the reception.

Schweser House and Campground

Schweser House	8 a.m. - 6 p.m.	\$30.00
	All day	\$45.00
Campground		\$8.00

Municipal Gym Rental

Per hour charge \$15.00

Football Field Rental

Varsity Football Field	\$300.00
Junior Varsity - Freshman and Middle School:	
without lights	\$40.00
with lights	\$60.00
Practice Scrimmage.....	\$60.00
Playoff Games	\$325.00
Non-local School.....	\$400.00
Clean-up Fee	\$50.00 *
Gym Rental - Before Game - Half Time	\$20.00 ***

* only includes field and stands clean-up. Schools have the option of doing their own clean-up and saving the \$50.00 charge. If concession stand needs clean-up there will be an additional \$50.00 charge.

*** If auditorium gym is to be used there will be an additional \$20.00 charge.

Municipal Running Track Rental

Practice (per season).....	\$500.00	
(use of locker rooms would be additional)		
Track Meets:	Dual, Triangular	\$100.00
	District, Invitational, Conference	\$250.00

Non David City Schools

Deposit.....	\$250.00	
Track Meets:	Dual, Triangular (Only allowed on Saturdays).....	\$100.00
	District, Invitational, Conference.....	\$350.00

Football Practice Field

Football Practice Field - per hour \$15.00

Municipal Auditorium Rental

Lower Level 8 a.m. - 6 p.m. \$225.00
after 6 p.m. (per hour)..... \$20.00

Dance..... \$175.00

Preparation Time (1/2 day).....
.....\$40.00

Meetings, Civic, Religious Activity \$100.00

Auctions \$225.00
preparation time (1/2 day)..... \$40.00

Table Coverings..... \$1.00

Deposit - applied towards rental fee
..... \$50% of total rental fee

Dated this 10th day of April, 2002.

Mayor Stephen Smith

City Clerk Joan E. Kovar

City Attorney Egr explained that State Statute #17-503 is confusing but basically the Council adopts a resolution directing the sale of real and/or personal property at public auction or by sealed bids. After the passage of the Resolution, and conducting a public auction or opening sealed bids, notice of the proposed sale is published once each week for three consecutive weeks in a legal newspaper published in or of general circulation in the city. Following (a) passage of the resolution directing the sale, (b) publishing of the notice of the proposed sale, and (c) passing of the thirty day right-of-remonstrance period without protest, the property shall then be sold. Such sale shall be confirmed by the passage of an ordinance stating the name of the purchaser and terms of the sale.

Council member Kroesing introduced Resolution No. 8 - 2002 and moved for its passage and adoption. Council member Hein seconded the motion. Voting YEA: Council members Schatz, Kirby, Smith, Lukassen, Kroesing, and Hein. Voting NAY: None. The motion carried and Resolution No. 8 - 2002 was passed and adopted as follows:

RESOLUTION NO. 8 - 2002

WHEREAS, Nebraska State Statute 17-503 allows any city of the second class to convey any real and personal property owned by it providing the passage of a resolution directing the sale at public auction or by sealed bid of such real and personal property and the manner and terms thereof; and,

WHEREAS, the City of David City, Nebraska, is the owner of the property located at Lot Nine (9), except for the south 4.7 feet (4.7') of Lot Nine (9), all of Lot Ten (10), and Lot Eleven (11) except for the north 5.8 feet (5.8') of Lot Eleven (11), all in Block Twenty-Four, Original Town of David City, and,

WHEREAS, the City of David City, Nebraska, desires to sell said property as is to the highest bidder. (The City of David City reserves the right to reject any and all bids.)

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DAVID CITY, NEBRASKA, that the City of David City shall accept sealed bids for the sale of the property located at Lot Nine (9), except for the south 4.7 feet (4.7') of Lot Nine (9), all of Lot Ten (10), and Lot Eleven (11) except for the north 5.8 feet (5.8') of Lot Eleven (11), all in Block Twenty-Four (24), Original Town of David City.

BE IT FURTHER RESOLVED that the sale of real property and the terms thereof shall be published once each week for three consecutive weeks in a legal newspaper published in or of general circulation in David City.

Dated this 10th day of April, 2002.

Mayor Stephen Smith

City Clerk Joan E. Kovar

City Administrator Brannen received a request from a family who recently had someone pass away concerning the planting of a tree on the east lake island. The funeral home gave the family a tree and the person that died was very fond of the park and they would like to have the tree planted on the island if possible. After much discussion, the Council determined that it would be best if the tree was not planted on the island. City Administrator Brannen will meet with Park Supervisor Bill Buntgen and together they will work with the family on finding a suitable location for the tree in the park; just not on the island.

Police Chief Sunday presented the following letter:

March 21, 2002

Curtis W. Brahmsteadt
851 10th Road
West Point, NE 68788

RE: Property located at 988 E Street, David City, Butler County, Nebraska

Dear Curtis:

The matter regarding your house located at 988 E Street has been placed on the City Council's agenda for their April 10th, 2002 council meeting. The meeting will begin at 7:00 p.m. and will be held at the City Office building at 557 N. 4th Street.

I have not heard from you as to whether you have sold the property, and I have not observed that anything has been done to physically change the house from being in a state of disrepair. Our last contact with you took place at the Council meeting of November 14, 2001.

The City Council will be in a position on April 10, 2002, to decide what is to take place with the house. The Council will have the option of having the house torn down, or burned down and assessing the costs to you and or the property.

This letter is your notice that the matter regarding your house has been placed on the council agenda for April 10, 2002.

Sincerely,
Stephen M. Sunday
Inspector/Secretary, Board of Health
Chief of Police
Certified Mail #7000 0520 0024 0463 5411

Council member Hein introduced Resolution No. 9 - 2002 and moved for its passage and adoption. Council member Smith seconded the motion. It was noted that the house may contain asbestos, and this will need to be determined prior to demolition or burning. Voting YEA: Council members Schatz, Kirby, Smith, Lukassen, Kroesing, and Hein. Voting NAY: None. The motion carried and Resolution No. 9 - 2002 was passed and adopted as follows:

RESOLUTION NO. 9 - 2002

WHEREAS, the City of David City has authority by Municipal Code Section No. 4-401 to establish definitions of what constitutes a public nuisance. Specifically, the maintaining, using, placing, depositing, leaving, or permitting any of the specific acts, omissions, places, conditions, and things as set out in the twelve sections of said municipal code.

WHEREAS, the City of David City, as established in code #4-402, has the authority to abate all nuisances as defined in code #4-401.

WHEREAS, the David City Board of Health at a public meeting held on July 19, 2001, declared the property located at 988 E Street, David City, Butler County, Nebraska, to be in violation of Municipal Code Section No. 4-401 (8), and a public nuisance.

WHEREAS, at the October 10, 2001 City Council meeting, the Governing Body affirmed

the findings of the Board of Health, and further ordered that notice be given to the owner, occupant, lessee, or mortgagee of said property, of the violations.

WHEREAS, the City of David City, held a public hearing at a regularly scheduled City Council meeting on November 14, 2001, regarding the property located at 988 E Street, David City, Butler County, Nebraska.

WHEREAS, the City of David City, having followed the rules and procedures as set out in code #4-402, and having held a public hearing on November 14, 2001, does hereby declare said property, owned by Curtis and Kimberly Brahmsteadt, to be a public nuisance.

WHEREAS, the Governing Body (City Council) having declared said property to be a public nuisance, by this Resolution, orders and directs the owner, occupant, lessee, or mortgagee to remedy the said public nuisance at once. The owner, occupant, lessee, or mortgagee may appeal such decision to the District Court of Butler County, Nebraska.

WHEREAS, the City of David City, by this Resolution, shall proceed to abate the nuisance if the owner, occupant, lessee or mortgagee fails to remedy said public nuisance at once. Upon the completion of the work by the Municipality, a statement of the costs of such work shall be transmitted to the Governing Body (City Council), which is authorized to bill the property owner, occupant, lessee or mortgagee.

THEREFORE, BE IT RESOLVED THAT, the City of David City has declared the property located at 988 E Street, David City, Butler County, Nebraska, to be a public nuisance, and further more directs that the Municipality begin cleaning up said property on, or after, April 10, 2002, unless a notice of appeal is made with the District Court of Butler County, Nebraska.

DATED, this 10th day of April, 2002.

Mayor Stephen Smith

City Clerk Joan E. Kovar

Council member Kirby introduced Resolution No. 10 - 2002 and moved for its passage and adoption. Council member Kroesing seconded the motion. Voting YEA: Council members Schatz, Kirby, Smith, Lukassen, Kroesing, and Hein. Voting NAY: None. The motion carried and Resolution No. 10 - 2002 was passed and adopted as follows:

RESOLUTION NO. 10 - 2002

A RESOLUTION ENDORSING TRANSPORTATION IMPROVEMENTS FOR DAVID CITY, NEBRASKA AND THE ENACTMENT BY THE NEBRASKA UNICAMERAL OF A NEW STATE-WIDE COMPREHENSIVE TRANSPORTATION PROGRAM.

WHEREAS, one of the major responsibilities of City government is to plan for the immediate and long-term transportation needs of the city;

WHEREAS, the City Council of David City, Nebraska (hereinafter the "City"), has conducted the necessary investigations to identify the transportation capital improvements that

are needed in the City; and

WHEREAS, these specific transportation capital improvements are essential to the health, safety and welfare of its citizens in the future; and

WHEREAS, these specific transportation capital improvements are vital to the economic well-being of the City and to its long-term growth and development; and

WHEREAS, the failure to undertake these transportation capital improvements will impede and may prevent the economic needs and goals of the City from being accomplished; and

WHEREAS, the City is unable to finance such capital improvements without substantial assistance from the State of Nebraska and the Nebraska Department of Roads and other state government entities; and

WHEREAS, the State of Nebraska and the Department of Transportation and other state government entities cannot sufficiently address the transportation needs of the City and other counties and cities across the state without the enactment of a new Comprehensive Transportation Program by the Nebraska Unicameral.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DAVID CITY, NEBRASKA:

Section 1. Priority Transportation Projects. After careful investigation of the transportation needs in the City, the following transportation capital improvements are hereby declared to be vital to the future economic growth and development of the City and the safety of its citizens:

- 1) A major paving project for the residential and commercial areas of town.

Section 2. New Comprehensive Transportation Program. The City hereby endorses and supports the enactment of a new Comprehensive Transportation Program by the Nebraska Legislature of sufficient size and magnitude to address the specific transportation capital improvements set forth in Section 1.

Section 3. The city clerk shall send copies of this resolution and any supporting documentation to: Governor Mike Johanns; State Senators; all candidates for state senator; all local news media outlets; and the League of Nebraska Municipalities; and Nebraska on the Move.

Adopted this 10th day of April, 2002.

ATTEST:

Mayor Stephen Smith

City Clerk Joan E. Kovar

Mayor Smith declared a ten minute recess at 8:26 p.m. The meeting resumed at 8:36 p.m.

Council member Hein made a motion to go into executive session to discuss contractual agreements concerning the new aquatic center. Council member Lukassen seconded the motion. All of the Council members were present, all voted YEA, and the motion carried. The Council, Mayor Smith, City Attorney Egr, City Administrator Brannen, and City Clerk Joan Kovar went into executive session at 8:38 p.m..

Council member Kroesing made a motion to come out of executive session. Council member Kirby seconded the motion. All of the Council members were present, all voted YEA, and the motion carried. The Council came out of executive session at 9:01 p.m..

Council member Kroesing made a motion to continue the additional compensation of \$500.00 per month for the next 6 months, (April thru September, 2002) to be paid out of the Contingency Fund, to City Administrator Andrew Brannen for his work on the swimming pool project. Council member Smith seconded the motion. Voting YEA: Council members Kroesing, Smith, Schatz, Kirby, Hein, and Lukassen. Voting NAY: None. The motion carried.

There being no further business to come before the Council, Council member Hein made a motion to adjourn. Council member Kroesing seconded the motion. Voting YEA: Council members Smith, Schatz, Kirby, Lukassen, Kroesing, and Hein. Voting NAY: None. The motion carried and Mayor Smith declared the meeting adjourned at 9:07 p.m..

Mayor Stephen Smith

City Clerk Joan E. Kovar



CERTIFICATION OF MINUTES
April 10, 2002

I, Joan E. Kovar, duly qualified and acting City Clerk for the City of David City, Nebraska, do hereby certify with regard to all proceedings of April 10, 2002; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that the minutes of the meeting of the City Council of the City of David City, Nebraska, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided with advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Joan E. Kovar