

**MINUTES OF THE EMERGENCY SPECIAL MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PAWNEE CITY, HELD ON THURSDAY, MAY 15, 2025, AT 7:00 P.M. AT THE CORNERSTONE BUILDING, 601 G STREET, ALL IN PAWNEE CITY, PAWNEE COUNTY, NEBRASKA.**

Notice of this special meeting was given in advance thereof by posting in four prominent places, a designated method for giving notice as shown by the Affidavit of Posting on file in the office of the City Clerk. Notice of this emergency special meeting was given to the Mayor and City Council and a copy of their acknowledgment of receipt of the notice and the Agenda are on file in the office of the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public **Present:** Mayor: Charlie Hatfield; Council Members: Donnie Fisher, Susan Eisenhauer, Vickie Zelenka & Pat Hatfield; City Attorney Jennifer Stehlik-Ladman, Foreman Spencer Cumley, Tamela S. Curtis, City Clerk/Treasurer and Deputy Clerk Kellie Wiers. **Absent:** None.

Mayor Hatfield called the meeting to order at 7:00 p.m. informing all those present of the poster stating the Open Meeting Laws posted on the West meeting room wall accessible to the public. At this time all those present stood to recite the Pledge of Allegiance.

**Review counteroffer received from Ed Raper regarding City's purchase of real property at 522 G Street and 526 G Street, Pawnee City vs. Original Purchase Agreement hand delivered to Ed Raper by City Clerk Curtis & Deputy Clerk Wiers; Review Letter from City Atty Stehlik-Ladman hand delivered to Ed Raper on 5/14/2025 by City Council Member Hatfield; Review Letter received in mail 5/14/2025 from Ed Raper's Attorney re: charging City \$10,000 for Ed & Crew to clean off the sidewalk:** Council Member Eisenhauer inquired to City Attorney Stehlik-Ladman if it was still her recommendation that the City decline Mr. Raper's counteroffer. Stehlik-Ladman stated the language Mr. Raper took out was his obligation to settle his claims with the Union Bank and the Pharmacy and basically sign releases of liability in the future. The main concern Stehlik-Ladman has for the City would be accepting liability for Ed's buildings as there is no protection for the City. Council Members Eisenhauer and Hatfield both agreed with that. Council Member Hatfield brought up the letter that the City received in today's mail from Ed Raper's attorney charging the City \$10,000 for Ed and his crew to remove the bricks off of the street and sidewalk, which Council Member Hatfield was upset about the letter and felt it was way off base. City Attorney Stehlik Ladman stated that letter was laughable because it's saying that an agreement, which he is referring to the purchase agreement, which Ed would not sign and saying that the City is bound to follow the terms that the City proposed to Ed. Council Member Eisenhauer stated that may have been the case, had he signed the agreement. Stehlik-Ladman stated that Ed presented a counteroffer which rejects the terms of the original purchase agreement. Council Member Hatfield stated that the City had full intentions of cleaning it all up after they purchased the lots from Mr. Raper. At this time Mr. Raper asked if he could speak stating the he received a text from the Mayor telling him to clean the sidewalk off, so that was a contract from the City that he had to clean the sidewalk off and that's what he did and he sent a reasonable bill for doing that work and therefore since he had a text from the Mayor to clean the sidewalk off. The Mayor didn't sign any agreement either except for the text telling Ed to do it, so he did. Council Member Hatfield inquired to Mr. Raper that didn't he think that sidewalk needed to be cleaned off without anybody even saying anything, especially since it was Ed's buildings that fell on a public sidewalk. Ed inquired, but was it, as in some ways it was.

Council Member Eisenhower inquired to Ed if he was saying he didn't have clear title to the properties? Mr. Raper stated there are other circumstances going on here and so on and so forth and then they come down the other day and asked me about the agreement and I got threatened because he said it would be signed by Friday or the City was going to go to litigation and the City would pull their offer. Ed stated that the Mayor (Hatfield) was there when Council Member Hatfield said it and then after they left, he called his lawyer and he emailed Ed the counteroffer, he signed it, and he delivered it to the City Office right away. Ed continued that the City came to him wanting to buy the buildings, now the City wants him to sell it to them on their terms. In this original agreement it stated that Ed would be responsible for the clean-up and since he cleaned it up, therefore the City needs to pay him for that work he did. That is the way Ed sees it and also the way his lawyer sees it. Ed stated he had a plan submitted to demolish the building and the City Council rejected that plan, so Ed went on about his business and he started dismantling the buildings like he said he would and then Clerk Tammy Curtis came down and inquired if he would sell the property to the City. Ed stated they had agreed upon \$10,000 for the City to purchase this property and he signed a letter of intent at that time. Ed stated he had inquired how long this would take and Clerk Curtis told him about a month, but nothing was said about waiting for a grant to come in. Council Member Eisenhower stated that Clerk Curtis definitely told Ed about the grant because she was there with Clerk Curtis when they went to meet with Ed. Ed stated he did not recollect anything about a discussion on a grant. Eisenhower stated that Ed may not remember it, but it was clearly stated. Clerk Curtis stated that she would never have told Ed the city would be obtaining the property in 30 days because they weren't set to even find out about the grant until late fall, 2024. More discussion was had on Ed being responsible to clean the sidewalks and streets off from the building debris because he owned the buildings when they collapsed. The City had already put up a fence blocking off the street parking and sidewalk areas because the buildings were a danger to the public for months and months. Ed stated that he had sent the City a bill because the Mayor told him to clean up the sidewalk area and in the City's purchase agreement the City would be responsible for the clean-up of the demolished buildings. Council Member Hatfield inquired again about how Ed thought that the City should be responsible for cleaning up his building debris. The other part that Ed's attorney removed from the original purchase agreement was the part that stated that if while the City was cleaning up the building, they do damage to some other property, then Ed would be responsible for the damage. Mayor Hatfield stated that Ed says that it states that if something happens when the City is cleaning it up that he is going to be responsible. Mr. Raper stated that's what the original purchase agreement states.....act of gross negligence.....so anything that happens to the two buildings (HealthFirst Pharmacy & Union Bank and Trust) while the City is cleaning up the debris is Ed's problem, and he disagreed with that. Ed again stated that the City wants to purchase the property from him, but the City wants to purchase it under their terms and he's ready to sell it to the City, but under his terms. Council Member Zelenka inquired to Mr. Raper how long the City has been at this whole process on these buildings with him? Clerk Curtis stated it's been eight years since this all started with Mr. Raper and those buildings. Ed stated they were just discussing the process of the City buying the building and that's been less than a year, the other stuff doesn't count. On this meeting's agenda we are discussing the purchase agreement and then Council Member Hatfield went on about the letter from Ed's attorney charging the City for cleaning up the sidewalks, so we're getting that in the discussions too. That purchase agreement is the only thing that can be considered on here, not past history, nothing else but the purchase agreement. Council Member Hatfield stated that the letter from Ed's

attorney charging the City \$10,000 to clean his own debris off the City ROW and sidewalk was stated as #6 on tonight's meeting agenda. Council Member Zelenka stated that Ed still owns the building so just like I own my own home and property and if something happens to my neighbor my liability insurance covers that, so I take care of that, but Ed still owns the building so why wouldn't his liability insurance take care of the damage to those two other buildings that received damages. Ed stated who is saying that it is not? What Ed is talking about is that in the original purchase agreement it states after the City gets the property and during the clean up of the debris, any future damage that happens to those two buildings would be considered because of the building collapsed, therefore Ed would still be liable for the damages and that's what he is trying to get removed from that original agreement. Council felt that was a misinterpretation of what was written in that original agreement. Council Member Eisenhower read an excerpt from the agreement stating by this agreement the seller hereby assumes, releases and agrees to indemnify, defend, protect and hold harmless Purchaser and its officials, agents and representatives from and against any loss of and /or damage to the property and all loss and/or damage or injury to persons or property arising in any way from the ownership, maintenance, alteration, negligent, use or demolition of the property by Seller or his agents, representatives, and independent contractors, including the cost of any legal action and attorney's fees. That just means for what Ed has done, not for what the City will do. It is saying that Ed has to abide by everything that occurs while he owns it and it is saying that Ed is going to release the City from any responsibility financially for anything that occurred when that building collapsed or anything that occurred subsequently, so if there are any other claims that are filed. City Attorney Stehlik-Ladman stated that if you look at paragraph #7 of the original agreement it does talk about damage to neighboring property that occurs during the removal of the debris, will be considered damage arising from the collapse of the building unless said damage is caused by an intervening act of gross negligence by the Purchaser, its agents or independent contractors. Mr. Raper inquired about gross negligence. Stehlik-Ladman stated it says that because if there was breaking of buildings against the other buildings and it caused damage by removing the debris, which should not be on the City as part of the continuance collapse of the buildings. Ed stated he felt that it was the party removing the debris then he should not be liable for it. More discussion followed about the damage to the surrounding buildings being the fault of Mr. Raper as he was the owner of the properties and was negligent in removing the buildings that had been deemed a nuisance by the City for years. Mr. Raper stated he intended to do that, but the City rejected his plan for removal. City Attorney Stehlik-Ladman stated that Mr. Raper removed all of the language that indemnified the City..... Mr. Raper stated he had told everyone the two clauses he wanted removed from the purchase agreement, but he did agree, yes that the damages that happened to the bank with the window, he was responsible for that and the insurance man for the pharmacy told Ed that there was no damages but he took pictures anyway. Stehlik-Ladman stated that it is her understanding that the pharmacy's insurance is stating a demand. Mr. Raper stated all they sent to him was a claim number, but they didn't tell him any damage. The bank hasn't responded to Mr. Raper yet. City Attorney Stehlik-Ladman stated she had spoken with Union Bank's attorney. Stehlik-Ladman stated that since Ed has an attorney now, the Bank's Attorney cannot talk to Ed, they have to go directly to Ed's attorney, which Ed was unaware of that rule. Ed stated that was his position on it, that he would sell the property to the City under his terms and make a couple adjustments to either one of those paragraphs that the City wants to, but he is not going to accept all of the terms in the original purchase agreement. Stehlik-Ladman inquired what Mr. Raper's "terms" were? Mr. Raper stated that he would still be responsible for the

damage to the buildings. Stehlik-Ladman stated so Ed admits that he is responsible for the damage that was done to the bank. Ed stated yes as he owns the buildings, and he admits to handling those damages unless they come out with an absorbent fee of \$10,000 or something to replace that window. Stehlik-Ladman stated so Ed admits that he is responsible for the damage that was done to the pharmacy. Ed again stated that their insurance agent was down here, and he told him there was no damage. Stehlik-Ladman stated that was not her question. She wanted to know if Ed admitted that he is responsible for the damage that may have been done to the pharmacy by the collapse of the buildings. Ed stated that it was his building, so yes but they have to tell him what damage was done to their building and their insurance adjuster was down here and said there was no damage that he could see. Stehlik-Ladman inquired what Ed's other terms were? Ed stated another thing he disagreed with..... Stehlik-Ladman stated she was not asking what Ed disagreed with, she was asking him what his terms were as Ed had stated several terms that he was willing to sell to the city under his terms, so the City needs to know what his terms are. Ed stated that most of his terms were in his purchase agreement but he hadn't noticed that the damages for the bank and the pharmacy was taken out of there, so he is willing to put that language back in there but he is not going to be responsible for any damage that happens when the City is having the debris cleaned up. Stehlik-Ladman inquired how Ed was going to settle the claims with the bank and the pharmacy. Ed stated that was between him, the bank and the pharmacy and their insurance companies. Stehlik-Ladman stated that the claims have to be settled before the transaction between the City and Ed can close. Ed stated he had just found out that his lawyer was going to have to get ahold of their lawyers and find out the terms are and what the price is. Stehlik-Ladman inquired if Ed were agreeing that their settlement could come out of his sale proceeds, so that the City can close on this. Ed stated that depends on the amount of the settlement. Stehlik-Ladman stated that Ed cannot say that he is going to settle the claims, but he was limiting the amount that he was willing to pay. Ed stated that if they come back and say that they want \$15,000 to replace that window, he plans to argue with that because that's not a fair price. Ed doesn't want them to hold out on all of his money because they are just liable to do it. Stehlik-Ladman stated with that outstanding claim then the City cannot close the sale, so Ed has to settle these claims first. Ed inquired to Jennifer how much the claims were for since she had been in contact with the attorney. Stehlik-Ladman stated that she was stating there was an attorney, but she has not seen any settlement amount. Ed stated that he hadn't either so he can't talk about something that he knows nothing about. All Ed knows is that there was damage to the Bank's window. Stehlik-Ladman asked Ed if he had insurance that was going to cover this. Ed stated that it doesn't matter whether he has insurance or not. Stehlik-Ladman stated there was no way they were going to be able to close by the 30<sup>th</sup> of May if Ed still has to go around with the insurance companies, attorneys or owners of the buildings that damages were done to. Ed stated that he does not have to sell his property. Council Member Hatfield stated that in his opinion on how everything sits right now he would just assume withdraw the City's offer and go to abatement as he is tired of messing with it. If the City goes through abatement, then they will have it cleaned up and assess the charges against the property but at least it will be safer for the neighborhood and not look so bad. Council Member Eisenhauer stated it has been an eyesore for years. Ed stated that there are all sorts of properties in this town that have been an eyesore for years. Council Member Hatfield stated that was correct, but that property is right there on the square where everybody is at and can see it. Council Member Zelenka stated that the City is in litigation right now with a bunch of those properties and taking them to court. Zelenka continued that everyone has watched for the last year things fall off of that building continually so Ed knew

it was not in standard condition. Ed stated he had an offer to the City to take the building down, which it would have been down by now, but the City said no you can't do it that way. Council was confused by this statement. Mr. Raper looked through his papers to show Council, even though it was stated this item was not on the agenda as Ed had stated previously to a Council Member. Ed showed a letter from his attorney that was dated May 22, 2024, which Ed stated the document stated that the City had rejected his offer to which Ed stated that they would see the City in court. [The document Mr. Raper presented at the meeting actually gave his travel schedule on why he could not meet with the City Council until August, 2024 and then gave a detailed plan on how Mr. Raper planned to dismantle the building over the summer months, but no completion dates included and a complaint about the City disconnecting his water service to the property, which Council had decided it was too dangerous to send a City Crew Member in to turn the water back on as the meter was in the basement and up to the front of the building.] Mr. Raper stated that he showed that he had a plan to dismantle the building and then the City came down and decided to offer him money to buy it and almost a year later the City still hasn't bought it. Council Member Eisenhower stated again that was because they had to wait for approval of the grant and for the funds to be released before we could purchase it and those funds were just released. Mr. Raper inquired what date they were released. Council Member Eisenhower stated that the funds were released right around April 15<sup>th</sup> because the City Attorney had the purchase agreement ready and it was hand delivered to Ed by Clerk Curtis and Deputy Clerk Wiers on April 16<sup>th</sup>. Council Members Eisenhower and Hatfield both stated that they were tired of dealing with this property. Mr. Raper stated for the City to give him \$10,000 and then the City will be done with it forever. Council Member Eisenhower stated she could be done with it forever by just saying the City rejects the offer and we'll just walk, and the City won't pay you \$10,000 and Ed will end up cleaning up his own building debris that fell on City property. Mr. Raper stated that the debris had all been taken off of City property. Clerk Curtis inquired to Mr. Raper if he remembered the conversation the two of them had shortly after the building collapsed with Mayor Hatfield also standing right there in which Mr. Raper stated to Clerk Curtis that he would get his Bobcat loader up there and remove all of the bricks and debris off of the street and sidewalk areas first thing the next morning, but that didn't happen. At this time Deputy Clerk Wiers returned to the meeting from the City Office with the City's file on those two buildings owned by Ed Raper, which was about 2" deep. **Public Comments:** At this time Mayor Hatfield asked for any public comments. Scott Hanna stated that if he was Ed he would give the buildings to the City for free, paying for the damage the buildings caused to the bank and pharmacy, then give the buildings to the City and be done with it. Hanna continued that it had no value now. Mr. Raper felt that it was worth more now because it doesn't have the standing buildings on it. Hanna stated that there's Memorial Weekend coming up in a couple weeks and when people come to look at the flags at the Courthouse they are going to have to look at that mess. Mr. Ed stated that the City came and made me an offer to buy it, and they haven't come through with the money yet. Council Member Eisenhower stated that was because Mr. Raper rejected the purchase agreement, so it was his fault that the City didn't give him the money. Discussion was had that he wasn't going to get the money until the claims on the other two businesses on either side of his property were settled, that's what being a good neighbor is all about. More discussion was had about the damage to those businesses. Lynn Curtis inquired how the insurance adjustor could state that there weren't any damages to those businesses when there is a pile of bricks up against both of those buildings. City Attorney Stehlik-Ladman understood from the pharmacy owner that they planned to get a structural engineer out, which had been done, but she was unaware of what

the claim was. Mr. Raper stated he didn't know what the claims were either because nobody has been in contact with him. The "May 30<sup>th</sup> date" was discussed with City Atty Stehlik-Ladman stating that date wasn't the deadline to have the purchase agreement signed but that date gave the City plenty of time to get the purchase agreement signed, get a title search, title insurance, get the documents prepared with the 30<sup>th</sup> being the proposed closing date. Council Member Hatfield stated for the record that it was not a threat that he was saying to Ed, he was saying to him that the City had to have this done by Friday or we were going to withdraw the offer, it wasn't a threat, he was just trying to get Ed to move a little quicker and then 20 minutes later Ed showed up at the City Office with a signed counteroffer on the purchase agreement. Hatfield apologized if that is how Ed took it, but it was not the intention of it to be a threat. Clerk Curtis stated in other words it takes a couple weeks to get all of the paperwork done in order to get to the closing. Suzanne Borchers stated she was an insurance agent, and she can guarantee nothing happens fast, it takes time to determine everything. Usually nobody is notified of a claim amount until there has been adequate research done. As a banker, Ms. Borchers stated she deals with real estate transactions and would never close on a real estate transaction with open claims against it much less two open claims, with them being liability claims on top of it, so all that needs to be taken into consideration. Also, there is a lamppost that is damaged or gone, too as a result of this whole thing that has never been mentioned. Mrs. Borchers continued that when she got the notice about the special meeting, she was in awe that this is even happening and she couldn't sleep, so she wrote down some thoughts. Ms. Borchers continued reading a statement to Mr. Raper that she "finds it really disappointing that they are all even here discussing this in this matter; as she looks around the room 98% of the people here are working really hard to make Pawnee City a better place by donating time, money, volunteering hours and hours to make it a better place but Ed you have not. You are not part of the solution, but you represent the fight, the cost, and the burden that the rest of us are working so hard to overcome. She hopes he takes this moment to reflect and choose to do what is right and for the betterment of this community." Council Members thanked Suzanne for reading her statement to everyone. Jerry Graham stated that he can name on one hand how many people have tried to come over there to help Ed try to get this building cleaned up, if they were so interested in getting this community cleaned up, then why don't you donate? Nobody has come over there to help Ed get that building cleaned up. Mr. Hanna stated that Ed created the problems with that building by tearing the back of that building off. More discussions were had on why that building went down with Raper, Graham and Walter Paul Nimmich all stating it was because of vandalism caused by juveniles trespassing on Ed's property, pulling foundation stones out from behind that building and then the wind. Mayor Hatfield called for order. Mr. Raper stated that there was a lot of stuff in the history of those buildings that everybody's had the wrong idea on but he was not going to go into that tonight but if we end up going into litigation then it will all come out then and the court case will carry on for a long time so it would be in everyone's best interest to go ahead and sign the purchase agreement and get on with this tonight with what he had stated could be put back into that agreement. City Atty Stehlik-Ladman stated that they can't sign it tonight because Mr. Raper took the language out of the agreement. Mr. Raper stated to re-type it up and bring it back to him tomorrow and then he'd sign it. Council Member Eisenhower stated that is what Ed says now, but then tomorrow when the City gets it to him, he will probably change his mind again. Mr. Raper stated he guessed the City won't know that until they do it. Council Member Hatfield stated that Mr. Raper accused him of threatening him, but Ed just stood right there and threatened the whole Council that we better sign this and make it right for everybody or else it's going to last forever.

Council Member Zelenka stated to Mr. Raper that he had just accused CM Hatfield of making a threat towards him, but that statement Ed just made was a threat made to the City Council and remember if the City were to go to court on this a lot will come out, so it's not just going to be Mr. Raper to have a lot of things come out, the City Council will also have a lot to come out about so why can't this be settled peacefully. Raper stated he was willing to settle this peacefully but now the City is saying that you're not going to and just go to litigation, taking it to court and come after him again. Mr. Graham stated he had heard the City had gotten a grant for like \$90,000 to clean that building up. Clerk Curtis stated oh gosh no, that amount was for everything. Council Member Fisher stated the grant was for everything, cleaning up the debris, bringing in dirt and building the whole park in that area including landscaping, benches, and a gazebo. Council inquired to City Attorney Stehlik-Ladman if she had any advice on how the Council could move forward at this point. Stehlik-Ladman stated that the original language has to come back into the original Purchase Agreement... Council Member Eisenhower inquired if the purchase agreement needed to go back to the original or could the City remove one or two small things? Stehlik-Ladman stated if Ed's only issue is that sentence that talks about damages as part of the removal, if the City is willing to remove that language they could and based on inspections by someone that knows more than her about buildings they could remove that or alternatively the City Council's option would be to withdraw the City's offer and decide on whether they will accept or reject Ed's counteroffer that he presented. Council Member Hatfield moved to reject Ed Raper's counteroffer on the purchase agreement. Council Member Eisenhower seconded the motion. Roll Call vote indicated all present voting in favor of the motion, whereupon motion carried. City Attorney Stehlik-Ladman stated that the City's alternative is to pursue abatement as his buildings are clearly in violation of the City Ordinance. She's not speaking on behalf of the health board, but in her opinion it constitutes a safety hazard to the public and she felt the Health Board should be convened to make that determination and the City proceed with the ordinance violations and abatement. Mr. Raper asked how much of a hazard it is to the public safety? City Attorney Stehlik-Ladman stated she felt that was pretty obvious. Mr. Raper stated that the building was already down so the only time anyone is going to get hurt is if they go in and trespass on the property. Council Members stated that kids trespass all of the time. Mr. Raper stated that was what happened in the past and this City Council said to not worry about it because they will take it up with the property owner as he read that in the newspaper. Council Member Hatfield inquired if the City went to abatement, how long before the City can go in there and clean the debris up? Stehlik-Ladman stated that Ed would have to be served with notice and then he has a right to request a hearing. Then the City would have a hearing on it and then once the City approves the clean up then they would go in and clean it up, so hopefully within 90 days. Mr. Graham inquired if the City had gotten prices for what it was going to cost to clean it up before the building went down. Clerk Curtis stated no because the City couldn't put it out for bid until we got the grant and owned the property. Mr. Graham stated that with the buildings down, it's certainly not going to cost near what it would have if it was still standing. Foreman Cumley stated that all of the debris is going to get hauled to a landfill, so there will be a lot of dumping and trucking charges. Council Member Hatfield stated that is what blows the Council's minds is that if Ed would have just agreed to the original terms and made sure that the liability for the pharmacy and the bank was covered then the City would have paid Mr. Raper \$10,000 and then still took on cleaning it up. Council Member Hatfield moved to move forward with the Abatement Proceedings. Council Member Zelenka seconded the motion. The audience inquired that if the City took this to abatement, would Mr. Raper still be responsible for taking care of the

damages to the pharmacy and bank. Council stated that Mr. Raper would still own the property so he would still be responsible for taking care of the damages to the other buildings. Council Member Hatfield stated the bad part about it is that now that debris is just going to sit there until the City can get through all of the steps so that they can go in there and clean up the property and it will no longer be a park, just an empty lot. Eisenhower stated the City will then file a lien against the property so if he ever sells it, the City can get some of their money back. Roll Call vote indicated all present voting in favor of the motion, whereupon motion carried. At this time Ed Raper was served Abatement papers by City Attorney Stehlik-Ladman. Council Member Eisenhower inquired how the City was to handle the \$10,000 bill Ed Raper had his attorney send to the City for removing the building debris off of the sidewalk. Stehlik-Ladman stated if the City decides to deny his request for payment, then she would encourage the Council to do so in a motion. Council Member Eisenhower moved to deny the bill of \$10,000 for Ed Raper cleaning the debris off the sidewalk from Ed's collapsed building. Council Member Hatfield seconded the motion. Roll Call vote indicated all present voting in favor of the motion, whereupon motion carried. Mayor Hatfield asked if there were any other public comments at this time. Jan Vetrovsky stated that there is glass over there by the street that she has been picking up at different times. Council stated they would have the City Crew take a closer look at the street area to make sure it is cleaned up. An inquiry was made by Mr. Hanna on whether the building site would still need to be checked for asbestos. Council Member Eisenhower stated it may be difficult to have it inspected in its current state. Mr. Raper stated that the building was built too long ago to have asbestos in it. Council Member Zelenka disagreed stating that there were a lot of buildings and homes that were built in this town back in that period of time and she is sure they have asbestos in them. Mayor Hatfield stated he believed some asbestos can be found in the putty. Mr. Curtis stated that he had a comment on why that property is a health hazard as he felt that critters like skunks, coons and opossums can get in there and that's a safety hazard to the community. Mr. Raper stated so are feral cats that there are a lot of them in town. Mr. Curtis stated that feral cats could also get in there too so that mess needs to be cleaned up. City Attorney Stehlik-Ladman added that the building debris is sitting right next to an ice cream shop, and we are heading into summer and what happens if a kid goes over there and gets hurt. Stehlik-Ladman stated to Mr. Raper that he needed to talk with his attorney on what an attractive nuisance was. More about no trespassing was discussed with Mr. Raper stating that what it amounts to is if a kid goes over there and gets hurt then the City is going to sick their lawyer on him again just like the kids did the last time and caused damage. Council Member Zelenka stated she lived right next door to the city's swimming pool and she carries more than liability insurance because she doesn't know who is going to be walking up the alley or decide to cut through her yard to get home and if they fell over something that they left by accident out there and they got hurt, she is responsible for it, not the kids walking on her property. That is why she carries extra liability insurance just in case something like that happens because it is her responsibility as a landowner and she wouldn't charge criminal trespassing because there wasn't anything criminal about some kids walking through her yard. Zelenka continued that Mr. Raper does not have a fence of any kind up there to keep kids out of there. Council Member Zelenka moved to adjourn the meeting. Council Member Eisenhower seconded the motion. Roll Call vote indicated all in favor of the motion, whereupon meeting adjourned at 7:53 p.m.

ATTEST: Tamela S. Curtis, City Clerk/Treasurer

Charlie Hatfield, Mayor