City of Franklin
May 20, 2026 5:00 PM City Hall

1. Call Meeting to Order Roll Call
2. Verification of Open Meetings Notice
The Open meeting notice is posted on the north wall for viewing.
We encourage residents to participate in our council meetings. Public comment is an essential part of our democratic process. To ensure everyone has a fair opportunity to speak, we are implementing a three-minute time limit for each speaker per topic during the public comments section. This will allow us to hear from as many community members as possible. We appreciate your understanding and cooperation as we work to create a space that is respectful and open to all. Thank you
3. **Discussion and Action Items**
    3.a. Discussion and action **job descriptions:** Property manager, Interior Cleaning of commons area, and ground maintenance for Huthcins Building/Marcellus Flats.
    3.b. Discussion and action on commercial rates on the main floor, promotion/advertising, commercial lease agreement.
    3.c. Discussion and action on Hutchins Builind/Marcellus Flats operating budget review
    3.d. Discussion and action on Marcellus Flats review: Lease agreement, Tenant Rules, and Pet Policy
    3.e. Discussion and action on parking plan for Marcellus Flats residents and commercial space tenants.
    3.f. Discussion and action on invoice to EE Turf for sprinkler installation at the Library for the RCRP Grant.
    3.g. Discussion and action on hiring of a water/sewer superintendent.
    3.h. Discussion and action on cemetery/park caretaker/floater job description
    3.i. Discussion and action on dogs being held at Republican Valley Vet Clinic per our animal ordinance.
    3.j. **Public Comments**
4. Adjourn

The City of Franklin follows the Nebraska Open Meetings Act. A copy is displayed in this room as required by state law. The Mayor and City Council may enter an Executive Session anytime during the meeting, even if not listed on the agenda. The Mayor and City Council intend to follow the agenda order but may rearrange items to suit schedules. Individuals who wish to address the council may be allotted a speaking time of three minutes per person, per topic. Speakers are kindly requested to approach the podium and articulate their topic with clarity and professionalism.

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CITY OF FRANKLIN

Property Manager
Hutchins Building / Marcellus Flats

JOB TYPE: Contracted service provider with the City

COMPENSATION: $1,000/month

- $1,500 during initial lease-up 4-month period, September-December 2026
- Estimated 25–40 hours per month, with workload fluctuating based on lease-up, inspections, and unit turnover
- Two five-day vacation periods per calendar year (phone line transferred to City staff)
- Compensation reviewed quarterly, if needed, and annually as part of the City's NAHTF Annual Summary Report

SUMMARY:

The Property Manager (PM) is responsible for the day-to-day operational success of the Hutchins Building's two commercial tenants and eight residential apartments known as Marcellus Flats. This role serves as the primary point of contact for tenants, applicants, vendors, SCEDD, and the City, ensuring professional property operations, tenant satisfaction, regulatory compliance, and clear communication. The PM represents the City of Franklin and must demonstrate strong customer service, organization, and problem-solving skills.

KEY RESPONSIBILITIES:

Tenant Relations & Communication

- Serve as the primary point of contact for residential and commercial tenants
- Respond to non-emergency tenant inquiries and service requests within 24 hours
- Maintain consistent communication with tenants regarding requests, timelines, and updates
- Address tenant complaints and concerns professionally and consistently
- Enforce lease terms, Rules & Regulations, and Pet Agreement provisions; issue notices or warnings per City policy and escalate violations as required.
    - City Council > Allow City to handle escalated complaints after a defined threshold (such as 3rd similar incident?).
- Ensure all tenant interactions comply with Fair Housing laws and NAHTF program requirements
- Monitor monthly rent collection tracking late or missed payments and notifying City.

Maintenance & Vendor Coordination

- Oversee maintenance operations for residential and commercial units
- Receive, assess, and coordinate responses to work orders and service requests.
    - Resolve minor maintenance issues, which may include: clogged drains, toilets, lockouts, door hardware issues, package delivery concerns, parking or pet complaints, and similar routine matters.
- Respond immediately to emergency maintenance issues and notify City leadership as appropriate.
    - City Council > Emergencies are unpredictable and time-intensive. Even coordination (not repair) can consume evenings/weekends and disrupt monthly hour limits. Consider additional compensation as warranted.

    - Set expectations for availability v. response coordination. Define what qualifies as an “emergency”.
- Coordinate contracted vendors and City-owned services (utilities, trash removal, Wi-Fi fiber).
- Perform basic onsite assessments and schedule vendor repairs as needed.
    - City Council > pre-approve make-ready vendor lists to reduce PM time.
- Maintain communication with tenants regarding maintenance status and delays
- Verify completion and quality of vendor work prior to City payment approval.
    - City Council > Assign technical inspection authority to City staff for major repairs.
- Oversee unit turnover between leases, coordinating pest control, painting, cleaning, and repairs
- Maintain responsibility for common-area and high-reach light bulbs; tenants remain responsible for specified in-unit bulbs

Inspections, Compliance & Reporting

- **Monthly:** Walk-throughs of commercial spaces, common areas, exterior grounds, and parking areas
- **Quarterly:** Inspection of fire extinguishers, fire suppression systems, and dryer venting as required. Provide a quarterly operational update to the City Council (occupancy, tenant issues, expenses, and budget status)
- **Annual:** Coordinate NAHTF compliance activities with the City and SCEDD. Conduct annual income eligibility verification for all apartment tenants. Coordinate and participate in required tenant interviews. Coordinate with SCEDD prepared NAHTF Annual Compliance Summary for presentation to the City Council.
- Maintain accurate records of maintenance activities and budgets to comply with City accounting procedures.

Leasing & Application Management

- Coordinate marketing efforts using free City platforms and paid advertising when needed.
    - City Council > consider shifting some marketing role to City to reduce PM hours.
- Provide apartment tours and organize open-house viewings to support unit lease-up.
- Maintain accurate and timely updates to the City website and social media.
- Manage the apartment application process in accordance with the Tenant Selection Policy.
- Collect and log required applicant documentation and communications. Submit completed applications to SCEDD for review and approval.
    - City Council > consider shifting document review role to City staff and/or combination with SCEDD.
- Coordinate tenant move-in procedures, including collection of deposits and first month’s rent.
- Facilitate execution of all required lease and compliance documents
- Confirm move-in dates and coordinate key hand-off.
- Track rent payments and notify the City of late or missed payments.
    - City Council > by utilizing utility payment software, Asst City Clerk should be able to monitor payment status and trigger an automatic email response of late payment, assess late fee, then cc PM in the email to tenant as first-round response.

- Coordinate move-out walkthroughs, document unit condition with photos, and communicate tenant obligations.
    - Provide written recommendations to the City regarding security deposit refunds.
- Maintain organized digital tenant files to ensure record retention aligns with City, NAHTF, and audit requirements.

Supervision of Contracted Services:

- Supervise grounds maintenance services scheduled 2 times/week ensuring perimeter of building is clean of debris and well maintained.
- Supervise weekly interior cleaning of common areas.
    - Coordinate and schedule additional cleaning and turnover services as needed.

QUALIFICATIONS:

- Proven experience in property or facilities maintenance, minimum 1 year, preferred 5+ years.
- Experience coordinating vendors and managing service providers.
- Excellent customer service, organizational, and communication skills both written and verbal.
- Ability to track expenses and maintain records utilizing computer software and programs provided.
- Demonstrated problem-solving and decision-making ability. The Property Manager operates independently on routine operational matters.
- Ability to lift up to 40 pounds and safely use a ladder

City Council:

Note items above full job description in blue. Recommended for discussion to manage work-load and reasonable expectations of role to be a 'Jack/Jill-of-all-trades'.

For consideration: can someone handy with clearing a clogged drain, inspecting vendors work on a maintenance repair billed to the City, also be great at making marketing videos, updating website content, adding social media posts to promote unit openings, while also maintaining a high level of customer service with vendors, tenants, and the City? (Conscious of not making this a "unicorn" position of many, diverse areas of expertise!)

Is a laptop provided, or computer available for use in the City office when needed? Cell phone provided? Or just an assigned phone number that can be used on the PM's personal phone, then transferred via a software platform to another City -on-call phone number?

Other considerations:

- Security camera access only to applicable cameras
- Access to view payment status only of tenants in City software used for utility billing

Compensation Considerations / Options:

These suggestions align pay with actual risk and effort, reduces turnover risk of PM position by preventing under-compensation during high-workload months/events, provides Council clear control points of compensation for budgeting.

1. ***Initial Lease-Up Period***
   - **+ $250 per unit turnover** – OR - **$75 per week**, capped at **4 weeks per vacancy**

     Covers:
     - Move-out coordination and walkthrough documentation
     - Vendor scheduling (cleaning, paint, repairs, pest)
     - Unit readiness checks
     - Showings, open house coordination, and applicant communications up to lease execution
     - Move-in coordination and key handoff

     Recommended Guardrails:
   - Routine maintenance during tenancy remains standard expectations
   - Major City-directed capital repairs excluded
2. ***Annual Report Summary***
   - $250 additional for scheduling tenant coordination of interviews, conducting income eligibility verifications, and preparing deliverables for City Council report.
3. ***Emergency & Incident Response***
   - **Hourly Rate (ex. $40/hr)** for hours beyond scope – OR – **Flat incident fee** approved by City Council.
   - Defined as:
     - After-hours (between 9:00 PM and 7:00 AM), weekend or major holiday response requiring extended coordination.
     - Property incidents involving multiple agencies or vendors.
     - Situations requiring repeated follow-ups beyond routine maintenance

Optional Council Language for Adoption of a Compensation Policy:

“The Property Manager compensation shall consist of a base monthly retainer for routine operations, with additional event-based compensation for unit turnover, initial lease-up periods, NAHTF Annual Report Summary compliance coordination, and extraordinary emergency response, as outlined in the adopted Compensation Option schedule.”

CITY OF FRANKLIN

Contracted Services
Hutchins Building / Marcellus Flats

Contracted Service: Property Manager

The City of Franklin is seeking a part-time, contract Property Manager to oversee day-to-day operations of the Hutchins Building, including two commercial spaces and eight residential apartments (Marcellus Flats). *Contract anticipated date is late August, early September, 2026.*

Key Responsibilities:

- Serve as the primary point of contact for residential and commercial tenants
- Coordinate routine and emergency maintenance, vendors, and contracted services
- Manage leasing activities, including showings, applications, move-ins, and move-outs
- Conduct regular property inspections and oversee unit turnovers
- Support rent tracking, tenant compliance, and required documentation
- Coordinate annual income verification and compliance activities under the NAHTF program
- Provide clear communication and operational updates to City staff and Council

Desired Experience & Skills:

- Prior experience in property management, facilities management, or related field
- Strong customer service, organization, and communication skills
- Experience coordinating vendors and managing service providers
- Ability to work independently, manage time effectively, and handle fluctuating workloads
- Familiarity with housing compliance programs preferred

Compensation: $1,000/month; additional stipend for the initial 4-month lease-up period.

Time Commitment: Approximately **25–40 hours per month**, with additional compensation available for lease-up periods, unit turnovers, and extraordinary/emergency events.

Contracted Service: Interior Cleaning

- Provide **weekly interior cleaning** of common areas on the **first and second floors**, including **two common stairwells**.
- **Compensation:** **2 hours per week at $20/hour**, totaling **$40 per week**.
- Perform **sanitizing and deep cleaning services** during **unit lease turnovers**, including thorough cleaning of appliances and interior surfaces.
- Additional hours required for apartment turnover cleaning will be **scheduled and compensated at an hourly rate**, as approved.
- Respond to interior cleaning concerns as needed and **escalate maintenance or facility issues** to the Property Manager in a timely manner.
- Ensure all cleaning services meet **health, safety, and sanitation standards** appropriate for residential and commercial properties.
- *Contract anticipated start date is October 2026.*

Contracted Service: Grounds Maintenance (or City employee?)

- Provide **grounds maintenance services two (2) times per week**, with **snow removal performed as needed** during applicable seasons.
- **Compensation:** **2 hours per week at $20/hour**, totaling **$40 per week**.
- Responsibilities include maintaining the **building perimeter and exterior areas**, including:
  - Blowing or sweeping debris from walkways and building edges
  - Picking up litter and trash
  - Cleaning parking areas
  - Hosing exterior areas as needed to maintain appearance and cleanliness
- Monitor outdoor conditions and **address routine maintenance needs**, escalating larger issues or repair concerns to the Property Manager.
- Maintain grounds in a manner that promotes **safety, accessibility, and curb appeal** for residents, tenants, and visitors.
- *Contract anticipated start date is October 2026.*

COMMERCIAL LEASE

This Lease is entered into by and between:

Landlord:	CITY OF FRANKLIN
Landlord address:	619 15th Avenue, Franklin, NE 68939
Tenant:	TENANT NAME
Term:	The term of this lease shall be for a period of two (2) years commencing on the date of actual possession of the premises by Tenant. Both Landlord and Tenant understand that there is not a specific start date due to the need to complete the build out, that Landlord expects it to be completed approximately 6 months from now, and that this is acceptable to both Landlord and Tenant. Rent will be prorated to the date of actual possession of the premises.
Amount, Frequency and due dates for Base Rent Payment:	$1,367.00 per month due on or before the 1st day of each month with an annual increase of 3%.
Security Deposit:	$1,367.00
Property Legal Description/Address:	A commercial unit in the Hutchins Building located at 613 15th Avenue, Suite X, Franklin, NE 68939, consisting of approximately X2,050 square feet of interior space, together with X450 square feet of outdoor patio space, hereinafter described as the "Property."

1. PROPERTY DEFINITION. Whenever it is used in this Lease the term "the Property" shall refer to the Property described above.

2. RENT. Tenant shall pay to Landlord the base rent for the Property as listed above for the term of this Lease.

3. RENTAL PAYMENT DATE. The rent for the first month (or part of a month if the first month is not a full month) shall be paid at the time that this Lease is signed by both parties. The rent for each succeeding month (or part month if the last period is not a full month) shall be due and payable monthly in advance on the first day of the rental

month at the office of Landlord as stated in this Lease or at such other place as Landlord shall direct.

4. SECURITY DEPOSIT. Tenant shall pay to Landlord a security deposit in the amount listed above for the performance by Tenant of all of Tenant's promises contained in this Lease.

5. UTILITIES. Tenant agrees to pay all utility payments including water, gas, electricity, sewer, trash removal and similar payments, as they come due.

6. ADJUSTMENT OF RENT. Rent shall be increased by three percent (3.0%) each calendar year on the anniversary of the start of the term starting with June 1, 2026.

7. REPAIRS AND MAINTENANCE. In consideration of this Lease and the rate of rent contained in this Lease, Tenant agrees that during the term of this Lease, Tenant will, maintain and keep the premises in good repair and condition. Tenant, at its own expense, shall pay all maintenance and repair expenses for the Property, except for the exterior of the building. Tenant shall pay for the maintenance of any and all interior walls, windows, doors and glass. Tenant shall maintain and repair all systems including plumbing, electrical, air conditioning and heating systems, and mechanical systems contained in the premises, and shall provide for regular maintenance and repairs due to their use or damage caused by their patrons. Tenant shall enter an annual contract for HVAC maintenance with a competent, licensed contractor approved by or designated by the Landlord, at Tenants sole cost. The contract shall include inspection, cleaning, and testing semi-annually. Tenant shall be responsible for any servicing, maintenance, repairs, and replacement of filters, belts or other items determined to be necessary or appropriate as a result of the inspection or testing to ensure proper and efficient operation. Tenant shall provide landlord with an annual report of service. Tenant shall deliver the equipment back to the landlord in the same condition as it was received, absent reasonable wear and tear.

8. LANDLORD PERFORMING TENANT'S MAINTENANCE. In the event any of Tenant's maintenance or repair is performed by Landlord or its designees, Landlord shall be entitled to reimbursement for any expenses incurred by Landlord. Amounts advanced shall bear interest from the date of the advance. Nothing in this paragraph shall be interpreted as requiring Landlord to perform any such acts independent of the requirements of the other provisions of this Lease.

9. POSSESSION. Except as provided in this Lease, Landlord shall deliver possession of the premises on or before the commencement date of this Lease, subject to unavoidable delays beyond Landlord's control. Delivery of possession prior to commencement date shall not affect the expiration date of this Lease. If the premises shall not be available to Tenant for occupancy on the first day of the term, Landlord shall not be liable to Tenant for damages, but a pro-rata part of the rent shall be abated until the premises are ready for occupancy. The taking of possession

shall be abated until the premises are ready for occupancy. The taking of possession of the premises by Tenant shall be conclusive evidence that the premises are in the agreed-upon condition at the commencement of the lease term. By taking possession of the premises, Tenant will be deemed to have accepted the premises in their condition on the date of delivery of possession.

10. UNLAWFUL USE. Tenant agrees not to commit or permit any act to be performed on the Property or any omission to occur which will be in violation of any statute, regulation, or ordinance of any governmental body, city, state, or federal.

11. TENANT WILL NOT AFFECT LANDLORD'S INSURANCE. Tenant agrees not to commit or permit any act to be performed on the Property or any omission to occur which will increase the insurance rate on the building or which will be in violation of any insurance policy carried on the premises by Landlord.

12. LANDLORD'S ACCESS. Landlord, its employees, and its agents shall have access to the Property at reasonable times for the purpose of inspection, cleaning, repairing, altering, or improving the premises orto exhibit the premises to prospective Tenants, purchasers or others. Nothing in this paragraph shall be interpreted as requiring Landlord to perform any such acts independent of the requirements of the other provisions of this Lease. Landlord shall also be permitted to post notice of nonresponsibility for alterations, additions and repairs.

13. LANDLORD POST SIGNS. During the last 90 days of the lease, Landlord may post signs on the walls, windows or doors advertising that the Property is for rent or for sale. Tenant shall not take any action to prevent or interfere with the placement of the signs. Tenant shall not remove, deface or damage any such signs.

14. IMPROVEMENTS, ALTERATIONS, AND REMODELING BY TENANT. Tenant agrees that any improvements, alterations, and remodeling shall be made only with the written consent of Landlord and that said improvements, alterations, and remodeling shall be made at the sole expense of Tenant.

15. ALTERATIONS AND REPAIRS BY LANDLORD. Except as provided in this Lease, Landlord shall not be permitted to make any improvements or alterations to the Property without the written consent of Tenant. Landlord (after giving three days notice to Tenant to make the repairs) may make repairs to the premises without the written consent of Tenant if it reasonably appears that Tenant has failed to make the repairs. Landlord may make repairs to the premises without the written consent of Tenant and without advance notice in an emergency situation. The cost of any such repairs made by Landlord pursuant to this paragraph may be charged to Tenant as additional rent. Nothing in this paragraph shall be interpreted as requiring Landlord to perform any such acts.

16. WARRANTIES OF TITLE AND QUIET POSSESSION. Landlord warrants that Landlord has full right to make this Lease subject to the terms of this Lease, and

Tenant shall have quiet and peaceable possession of the premises during the term of this Lease as against the acts of all parties claiming title to, or a right to the possession of, the Property.

17. RESTORE PREMISES. In the event Tenant defaults or terminates this Agreement, Tenant agrees to restore the premises to substantially its present condition.

18. ASSIGNMENT AND SUBLETTING. Tenant may not assign or transfer this Lease or any interest in this Lease or any portion of this Lease without the prior written consent of Landlord in each instance. Tenant may not sublet the Property or any part of the Property without the prior written consent of Landlord in each instance. This provision shall apply to any assignment, transfer or sublease, whether by voluntary act, operation of law, or otherwise. Consent by Landlord to one assignment, transfer or sublease of this Lease or the Property shall not be a waiver to Landlord's rights under this Lease as to any subsequent assignment, transfer or sublease. Landlord shall not unreasonably withhold consent to assign. No assignment, transfer or sublease shall release Tenant of its obligations under this Lease.

19. IF TENANT IS A CORPORATION. If Tenant is a corporation, then a merger, a consolidation, a reorganization, a liquidation, or any another change in the form of the corporation which results in a change in voting control of the corporation will be treated as an assignment of the lease requiring written consent of Landlord. Any transfer, hypothecation, or other change in Landlordship of the shares of voting stock of Tenant which results in a change in voting control of the corporation will be treated as an assignment of the lease requiring written consent of Landlord. A change of the voting control of Tenant occurs if the person or persons owning a majority of shares on the date of this Lease no longer own a majority of the shares.

20. COLLECTION OF RENT FROM ASSIGNEES AND SUBTENANTS. Landlord may collect any rents for this property directly from any assignee or Subtenant and apply the amount to the rent due under this Lease. No such collection shall be a waiver of the provisions of this Lease.

21. LANDLORD MAY ASSIGN. Landlord's rights to assign this Lease are and shall remain unqualified. No assignment by Landlord shall release Landlord of any of its obligations under this Lease for any time prior to the date of the assignment.

22. HAZARDOUS SUBSTANCE. Tenant will not use, store, keep or permit any hazardous, toxic, explosive or flammable substances on the Property without the express written consent of Landlord.

23. EMINENT DOMAIN. If the premises are taken by any public authority under the power of eminent domain or sold to any public authority pursuant to threat of eminent domain, then division of damages shall be made as follows:

a. Landlord shall receive the full appraised value of the building (valued at the greater of the value with this Lease or the value without this Lease).
b. Landlord shall receive any other damages or other awards based upon considerations other than value of the building which were awarded to Landlord.
c. Tenant shall receive any excess amount of any damages over Landlord's full appraised value determined in this Lease, which are awarded to the extent of the damages which ten ant has suffered for the loss of the remainder of its lease.
d. Landlord shall receive any excess damages based upon the value of the building.
e. Tenant shall receive any other damages or other awards based upon considerations other than value of the building which were awarded to Tenant.
f. The allocation of damages shall be mutually agreed upon by the governmental authorities exercising the power of eminent domain, by Landlord and by Tenant. In the event that there is not an agreement on allocation as provided in this paragraph, the parties may agree to an award of damages for the value of the building and the lease.

24. FIRE AND OTHER CASUALTY. If fire or other casualty shall render the premises untenantable, this Lease shall terminate immediately and any prepayments of rent shall be refunded pro-rata by Landlord; provided, however, that if the premises can be repaired within 90 days from the date of such event, then at Landlord's option, by notice in writing to Tenant, mailed within 30 days after such damage or destruction, this Lease shall remain in full effect, but the rent for the period during which the premises are untenantable shall be abated pro-rata.

25. LIABILITY INSURANCE. Tenant shall provide, at Tenant's expense, general liability coverage and any liability coverage which Landlord may require as a result of the particular use of the Property, at all times during the lease term. All insurers must be approved by and be satisfactory to Landlord. All liability policies shall have such liability limits as may be required by Landlord. Tenant shall maintain insurance coverage, either through its self-insurance or through third-party insurers, as follows: (1) commercial comprehensive general liability insurance with minimum coverage of not less than one million dollars ($1,000,000) per claim for injury to or death of any one person, two million dollars ($2,000,000) for injury or death in any one occurrence, and one million dollars ($1,000,000) for property damage liability. In the event that the general liability insurance has annual aggregation limits of liability, the insurance shall be endorsed to provide a separate annual aggregation limit, in an amount not less than the amounts shown above, applicable to the leased premises.

26. HAZARD INSURANCE REQUIRED. Tenant, at its expense, will maintain with insurers approved by and satisfactory to Landlord, insurance with respect to the improvements and personal property which are part of the Property against loss by fire, lightning, and other perils covered by the standard all-risk endorsement (and

any other perils which Landlord may require), in an amount equal to at least 100% of the full replacement value thereof, with no deduction for depreciation, and shall maintain insurance against such other hazards and in such amount as is customarily carried by Landlords and operators of similar properties and as Landlord may require for its protection. Flood insurance shall be carried if any portion of the Property lies within a 500-year flood plain or if required by Landlord. Tenant will comply with such other requirements as Landlord may from time-to-time reasonably request for the protection by insurance of the interest of the respective parties.

27. TERMS OF INSURANCE. All insurance policies maintained pursuant to this Lease shall name Tenant and Landlord as insureds, as their respective interests may appear. All insurance policies maintained pursuant to this Lease shall provide that there shall be no cancellation, non-renewal, termination for any reason, or modification without at least 15 days prior written notification to Landlord. All policies of insurance required by this Lease shall be delivered to and retained by Landlord.

28. FAILURE TO RENEW OR HAVE INSURANCE COVERAGE. If any policy maintained pursuant to this Lease is not renewed on or before 15 days prior to its expiration date or if no insurance policy is in force at any time, Landlord may procure such insurance, pay the premiums therefor, and such sums shall be immediately due and payable with interest, at the rate provided in this Lease, until paid.

29. PROOF OF LOSS UPON DAMAGE TO PROPERTY. If any loss occurs which may be covered by insurance, Tenant will immediately notify Landlord of the loss and shall make the proof of loss within the earlier of seven days or the time required under the insurance policy. If Tenant fails to make the proof of loss, Landlord may make the proof of loss.

30. SETTLEMENT WITH INSURANCE CARRIER. If the hazard insurance carrier refuses to pay a claim or offers to settle for less than the full cost of repairs or replacement, Tenant shall advise Landlord. Tenant shall not make a settlement for less than the full cost of repair or replacement without the written consent of Landlord. Any attorney fees or other costs which are incurred by Landlord in any action against an insurance carrier shall be repaid by Tenant upon demand.

31. COLLECTION OF AN AMOUNT LESS THAN THE MONTHLY RENT. Payment by Tenant or receipt by Landlord of an amount less than the monthly rent under this Lease shall be deemed to be a partial payment of the rent. No endorsement on any check shall be deemed an accord and satisfaction. Landlord may accept such payment without prejudice to Landlord's right to collect the balance of the rent.

32. SURRENDER. On the last day of the term of this Lease or on the earlier termination of this Lease, Tenant shall peaceably surrender the premises in good condition and repair, reasonable wear and tear excepted, consistent with Tenant's duty to make repairs as provided in this Lease. Tenant shall at its expense remove all of its equipment from the premises, and any property not removed shall be deemed

abandoned. All alterations, additions, and fixtures, other than Tenant's equipment and trade fixtures, which have been made or installed by either Landlord or Tenant on the premises shall remain as Landlord's property and shall be surrendered with the premises as a part of the premises. Trade fixtures shall not include any structural components of any buildings.

33. FAILURE TO SURRENDER. If the premises are not surrendered at the end of the lease' or on the earlier termination of the lease, Tenant shall indemnify Landlord against any loss or liability resulting from delay by Tenant in surrendering the premises. The indemnification includes, but is not limited to, claims made by any succeeding Tenant founded on such delay. Any succeeding Tenant is authorized to take legal action against Tenant to recover its damages from Tenant. The provisions of this section shall survive the termination of this Lease.

34. SURRENDER OF KEYS. Tenant shall promptly surrender all keys for the premises to Landlord at the place then fixed for payment of rent and shall inform Landlord of combinations on any locks and safes on the premises. Surrender of keys before the end of the lease shall not terminate this Lease unless Landlord accepts the surrender of the lease in writing. In no event shall Tenant be deemed to have abandoned the Property or this Lease during the term of this Lease unless Tenant first obtains the express written permission of Landlord. The provisions of this section shall survive the termination of this Lease.

35. HOLDING OVER. In the event that Tenant remains in possession of the premises after the expiration of this Lease without the execution of a new lease, Landlord may take any legal action to remove Tenant. If Landlord accepts a rent payment for a period of time after the end of the lease or otherwise acknowledges the tenancy, then Tenant is deemed to be occupying the premises as a Tenant from month-to-month. Any month-to-month tenancy is subject to all the conditions, provisions, and obligations of this Lease. The base rent for the hold-over period shall be increased to 150% of the base rent due under the terms of this Lease for the last year of the lease. The increased base rent shall then be adjusted by any CPI inflation index or by any other adjustment method provided in this Lease.

36. DEFAULT OF TENANT. A default by Tenant under this Lease shall occur if any of the following occur, but a default is not limited to the following:
    a. Any one or more rent payments due from Tenant to Landlord shall be and remain unpaid in whole or part after they are due and payable;
    b. Tenant fails to provide insurance as required by this Lease and the default continues for more than ten days after notice from Landlord;
    c. Tenant violates or defaults in any of the other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for a period of 30 days after written notice from Landlord of such violation of default;
    d. If Tenant shall become insolvent, make an assignment for the benefit of its creditors, or if a receiver is appointed for Tenant;

e. If any guarantor of this Lease shall become insolvent, make an assignment for the benefit of its creditors, a receiver is appointed for the guarantor, file a voluntary bankruptcy proceeding or have an involuntary bankruptcy petition filed against the guarantor which is not dismissed within 120 days; or
f. Abandonment of the Property by Tenant (any absence by Tenant for more than seven days without notice to Landlord shall be presumed to be an abandonment).

37. LANDLORD'S REMEDIES UPON TENANT'S DEFAULT. The remedies provided in this paragraph are not exclusive and are in addition to any other remedies now or later allowed by law. Upon default of Tenant:
    a. Landlord may, at its option, declare this Lease forfeited, the lease's term ended, have the right to reenter the Property and have the right to take possession of the Property without any further obligation to Tenant. Landlord may remove all persons and property at the cost of Tenant.
    b. Landlord may instead elect to keep Tenant in possession and continue to have all rights and remedies under this Lease. If Landlord elects to keep Tenant in possession, Landlord shall have the rights under subparagraph A for any future defaults or for any previous default which remains uncured.
    c. If Landlord elects under subparagraph B to keep the lease in force, Landlord may lease the premises at a rate of rent determined by Landlord to be reasonable. Tenant shall pay to Landlord any costs incurred in leasing the Property and any rents under this Lease in excess of the rent which Landlord actually receives from new Tenant. The new Tenant may pay rents directly to Landlord.
    d. Nothing in this paragraph shall be interpreted to release Tenant from any liability for any indemnification provided to Landlord under this Lease for any occurrence or omission prior to the date of termination of the lease.

38. TAXES. Landlord shall pay the real estate taxes upon the Property.

39. INTEREST. If Tenant fails to perform any of its promises contained in this Lease, including the failure to pay rent, then any unpaid rent and any sum advanced by Landlord under the terms of this Agreement shall bear interest from the due date or the date of payment by Landlord, respectively, to the date of payment to Landlord by Tenant at the rate of 16% per annum.

40. DEFAULT OF LANDLORD. Landlord shall not be deemed to be in default under this Agreement until Tenant has given Landlord written notice specifying the nature of the default and until Landlord fails to cure the default within 30 days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than 30 days to cure.

41. TENANT TO HOLD LANDLORD HARMLESS. Except in the case of the negligence of Landlord, Landlord's agents or Landlord's employees, Tenant agrees to indemnify

and defend Landlord against any liability for damages to any person or property in or about the premises. Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the Property.

42. PERSONAL PROPERTY AT TENANT'S RISK. All personal property including fixtures kept, stored or maintained on the Property shall be so kept, stored or maintained at the sole risk of Tenant.

43. TENANT TO PAY FOR WORK DONE FOR TENANT. Tenant agrees to promptly pay all sums of money in respect to labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or on behalf of Tenant in or about the premises.

44. CONSTRUCTION LIENS. Tenant hereby agrees that Tenant will not permit or allow any construction, mechanic's or materialman's liens to be placed on Landlord's interest in the premises during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on Landlord's interest, Tenant shall take all steps necessary to see that it is removed within 30 days of its being filed; provided, however, that Tenant may contest any such lien, provided Tenant first posts a surety bond in favor of and insuring Landlord in an amount sufficient to remove the lien pursuant to the terms of the Nebraska lien law.

45. NO PARTNERSHIP, JOINT VENTURE OR PRINCIPAL/AGENT RELATIONSHIP CREATED. Nothing in this Agreement shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the parties.

46. CUMULATIVE RIGHTS. No right or remedy given in this Lease to Tenant or Landlord is intended to be exclusive of any other right or remedy hereof provided by law. Each right and each remedy shall be cumulative and in addition to every other right or remedy given in this Lease or now or hereafter existing at law or in equity or by statute.

47. TERMINATION BY LANDLORD. Landlord and Landlord's successor or assigns shall have the right to terminate this Lease at the end of any calendar month, if such person has first given to Tenant or Tenant's assigns a written notice of termination at least six months prior to the date of termination. The written notice may only be given upon Landlord's intention to remodel, remove or demolish the building or upon the sale of the building. Only the purchaser of the building may give this notice in the event of the sale of the building and the notice must be given within 30 days of closing.

48. REASONABLE CONSENT. Whenever Landlord's or Tenant's consent shall be required under this Lease, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld. The consent of Landlord or of

Tenant shall be deemed to have been given, unless within 20 days of the request for such approval or consent, Landlord or Tenant, as appropriate, notifies the requesting party that the receiving party is denying such approval or consent. The refusal must state the reasonable ground for the refusal to grant such approval or consent.

49. FURTHER ASSURANCES. In addition to any other information which may reasonably be requested, any party shall without charge, at any time and from time-to-time hereafter, within ten days after written request from another party for the same, certify by written instrument duly executed and acknowledged to any person, firm or corporation the following information which was specified in such request:

    a. Whether this Agreement has been supplemented or amended, and if so, the substance and manner of such supplement or amendment;
    b. Whether this Agreement is still valid;
    c. The existence of any default under this Agreement;
    d. The existence of any claims or amounts owed to such party by any other party;and
    e. The commencement and expiration dates of the term of this Agreement.
    f. Any such certificate may be relied on by the party who requested it and by any other person, firm or corporation to whom it may be exhibited or delivered, and the contents of the certificate shall be binding on the party executing it.

50. NOTICE. If any notice is required to be given under this Agreement, it may only be given in writing and delivered by mail, telegram, personal delivery, facsimile transmission, or electronic data transmission. Delivery of notice shall be effective as follows:
    a. Delivery by any means other than mail shall be effective upon receipt.
    b. Delivery by mail may be by first class mail, certified mail or registered mail.
    c. Delivery by first class mail is complete upon the third postal business day after mailing.
    d. Delivery by certified mail or registered mail is complete upon delivery; if the certified mail is not delivered as a result of refusal to accept, then upon the date of the refusal to accept; or if there is a failure of delivery as a result of the inability of the post office to deliver after three attempts at delivery (to the last-known address as provided in this Agreement) have been made, then upon the date of the last attempt.
    e. Delivery may be made to any agent for service of process.
    f. If the party is a corporation, delivery of notice may be made to any officer. If the party is a partnership, notice may be given to any partner.

51. ADDRESSES. Each party shall supply any address changes to the other party in writing. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in this paragraph. The newly designated address shall be that party's address for the purpose of all communications,

demands, notices or objections permitted or required to be given or served under this Lease.

52. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective assigns, executors, heirs, personal representatives, and successors.

53. SUBORDINATION. Tenant agrees that at Landlord's election, this Lease shall be subordinate to any land lease, mortgages or trust deeds now on or placed on the Property and to any and all advances to be made thereunder, and to the interest thereon, and to all renewals, replacements and extensions thereof. Tenant hereby appoints Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

54. AMENDMENT. No amendment of this Agreement shall be valid unless it is in writing and is signed by the parties or by their duly authorized representatives, and unless it specifies the nature and extent of the amendment.

55. SEVERABLE PROVISIONS. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Lease.

56. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

57. REPRESENTATIONS. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Agreement. Neither party has relied on any verbal representations, agreements, nor understandings not expressly set forth in this Agreement.

58. DUPLICATE ORIGINALS. This Agreement may be executed in several duplicate originals, but all copies shall be only one agreement.

59. CAPTIONS, HEADINGS, OR TITLES. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement as a limitation of the scope of the particular paragraphs or sections to which they apply.

60. WAIVER. Any waiver by any party of a default of any other party of this Agreement shall not affect or impair any right arising from any subsequent default. No custom or practice of the parties which varies from the terms of this Agreement shall be a

waiver of any party's right to demand exact compliance with the terms of this Agreement.

61. GRAMMATICAL CHANGES. The use of any particular gender in this Agreement shall refer to all genders. The use of the singular of an expression may be read as the plural and the use of the plural may be read as the singular.

62. JOINT AND SEVERABLE LIABILITY. If there is more than one person liable under this Agreement, the liability of each shall be joint and several.

63. NEBRASKA LAW. This Agreement shall be construed and enforced in accordance with the laws of the state of Nebraska without regard to any of its conflicts of law rules.

64. SOLDIER'S AND SAILOR'S RELIEF ACT. No party is a member of the armed forces of the United States or of any of its allies. Each party states that the Soldiers and Sailors Relief Act does not apply to him, her or it.

Executed: _____
Date

_____
City of Franklin, Landlord (designee, Mayor?)

NOTARY SIGNATURES recommended of Tenant acting on behalf of LLC.

City of Franklin 'Marcellus Flats' Apartments

# of bedrooms /unit	# of units	Finished sq ft /unit	Total Sq Ft		Gross monthly rent /unit	Less tenant paid utility	Net monthly rent /unit	Total net monthly rent
NAHTF UNITS remain "Affordable" Income-qualified units for 10 years								
1	2	660	1320		$ 725		**$ 725**	$ 1,450
2	3	875	2625		$ 850		**$ 850**	$ 2,550
Sub-total	**5**		3945					**$ 4,000**
Market Rate or Not Income-Restricted UNITS								
1	2	660	1320		$ 850		**$ 850**	$ 1,700
2	1	875	875		$ 975		**$ 975**	$ 975
Sub-total	**3**		2195					**$ 2,675**
TOTAL UNITS	**8**					***Monthly***	**TOTAL RENT**	**$ 6,675**

ANNUAL OPERATING EXPENSE INFORMATION

General and\or Administrative Expenses:

Advertising	$ 600
Legal	
Accounting \ Auditing	
Security (software license)	
Management Fee	$ 12,000
Office Supplies	$ 150
Salaries	$ 2,400
Other (please list below):	
Sub-total	**$ 15,150**

Utilities and Service Expenses:

Trash Removal	$ 1,920
Electricity	$ 14,400
Water \ Sewer	$ 1,920
Snow Removal	$ 1,440
Internet Service	$ 2,880
Other (please list below):	
Sub-total	**$ 22,560**

Maintenance Expenses:

Painting & Repairs	$ 2,000
Exterminating	$ 1,200
Grounds \ Landscape	$ 300
Internet Maintenance Costs	$ 500
Other (please list below):	
Sub-total	**$ 4,000**

Other Expenses:

Insurance	$ 4,165	
Real Estate Taxes		
Annual Commercial/ Non-Residenta	$ 500	(estimated value x mill levy rate)
Other Expenses	$ -	Related to commercial rental space
description:		
Sub-total	**$ 4,665**	

TOTAL ANNUAL EXPENSES:	**$ 46,375**
TOTAL ANNUAL REPLACEMENT	$ 2,400 ($300 per unit per year)
TOTAL ANNUAL EXPENSES + RESERVES	**$ 48,775**

NET ANNUAL CASH FLOW FROM OPERATIONS

Net Monthly Gross Income	$ 6,675
Annual Income	**$ 80,100**
Less:	
Total Annual Expenses	**$ 46,375**
Replacement Reserves	**$ 2,400**
Net Operating Income (NOI)	$ 31,325
Less:	
Annual Debt Service*	
Net Annual Cash Flow	**$ 31,325**

Zu Haus Flats
PET AGREEMENT AND POLICIES

THIS AGREEMENT entered into this _____ day of _____, by and between Longshot Property Development, Owner, and _____, Tenant, in consideration of their mutual promises agree as follows:

A. PURPOSE

The purpose of this addendum to the Lease Agreement is to ensure that pet ownership will not be injurious to persons or property, nor violate the right of all tenants to clean, quiet, and safe surroundings in apartment complexes specifically designed for the elderly.

The Tenant desires and has received written approval from the Owner to keep the pet named _____and described as follows:

_____

(photo attached)

This Agreement serves as written approval and will be granted after all conditions of this Agreement have been fulfilled.

This Agreement is an Addendum to and part of the Lease Agreement between the Owner and the Tenant executed on _____. In the event of default by Tenant of any terms of this Agreement, Tenant agrees, upon proper written notice of default from the Owner, to cure the default, remove the Pet or vacate the premises. Tenant agrees Owner may revoke permission to keep said Pet on the premises by giving Tenant proper written notice. Failure to comply on the part of the Tenant will be deemed material non-compliance of the Residential Lease Agreement and will be grounds for termination of tenancy.

B. CERTIFICATE

The Tenant must present a Veterinarian's Certificate that the Pet is in good health, has had the necessary inoculations and booster shots, is spayed or neutered, and declawed in the appropriate cases. The Certificate must be updated annually. The Certificate must be presented prior to the Pet coming onto the premises. If the animal is too young, The Tenant agrees to have the Pet neutered or spayed when the Pet reaches the suitable age. Failure to do so is in non-compliance with the terms of this addendum and the Residential Lease Agreement.

1. The Tenant will provide the Owner with a Certificate indicating proper licensing by the Village of Bertrand prior to bringing the Pet onto the premises.
2. The Tenant agrees to comply with all Health and Safety Codes and all other applicable governmental laws and regulations relating to pets.

C. DEPOSIT AND FEES

1. Tenant agrees to pay a Pet Fee of **$300.00 (three-hundred dollars**) in addition to the rental security deposit.
2. The Pet Fee is nonrefundable and will be used towards, but is not limited to, repairs, cleaning, removal of dander, treatment for flea infestation, or replacement of any part of the apartment or premises damaged by the pet. The Tenant's liability for damages applies to carpets, doors, walls, drapes, windows, screens, cabinets, appliances, and any other part of the dwelling unit, landscaping, or other improvements to Owner's property. It is further understood that damage charges are not limited to the deposit held by the Owner.

D. PET CATEGORIES

A common household pet shall be defined as: A domesticated animal, such as a cat, dog, bird, or fish, which is traditionally kept in the home for pleasure rather than for commercial purposes.

1. Only a pet from the following categories may be maintained and may not exceed seventy-five (75) pounds: dog, cat, birds (up to 2 small love birds such as finches or parakeets are allowed), or fish in a maximum size aquarium not to exceed ten (10) gallons.
2. Only domestic animals such as dogs, cats, birds, and fish will be admitted to the premises. No small rodents such as hamsters, rats, mice, and guinea pigs will be admitted. No reptiles, monkeys, or other exotic or undomesticated animals of any type will be allowed. No meat eating or poisonous species will be allowed in aquariums. No birds of prey will be admitted.
3. Pet limit is restricted to 2. (Fish amount is limited by aquarium space, not the 2-pet restriction)

E. PET EMERGENCY

In case of an emergency or illness, the following person, located no more than 60 miles from the dwelling, will remove my Pet from the premises and be solely responsible for its care:

Name: _____ Relationship to Tenant:_____

Address: _____ Telephone: _____

Signature of Responsible Party: _____

F. RESPONSIBILITIES & CARE

1. The Tenant agrees that if for any reason the Pet is left unattended as specified or whose health is jeopardized by the Tenant neglect, mistreatment, or inability to care for the animal, the Owner shall contact the Pet Emergency Person named above. Such circumstances shall be deemed an emergency for the purposes of the Owner's right to enter the Tenant'' unit to allow such person to remove the animal from the premises. The Owner accepts no responsibility for any pet so removed. The specifications for unattended pets are as follows:
    a. Dogs – 8 hours, Cats – 12 hours, Birds – 24 hours, Fish – 24 hours
    b. Bird(s) must be caged at all times.
2. All animal waste or litter from litter boxes or cages is to be picked up and disposed of in SEALED PLASTIC BAGS and placed in the trash bin outside the building.
    a. Cat litter must be emptied and replaced at least twice weekly and cleaned daily.
    b. Litter from litter boxes nor waste is **not** to be disposed of down the toilet.
    c. If a smell is developed because of improper care of the Pet, the Owner shall first give one verbal reprimand, followed written notice to remedy within 7 days. The next notice of the problem shall result in the Tenant being required to remove the Pet from the complex.
    d. The Tenant agrees to use an appropriate scoop to clean up Pet waste on the exterior grounds and all surrounding property. The debris shall be disposed of in a sealed plastic bag in a designated outdoor trash receptacle.
3. The Tenant agrees to provide adequate care, nutrition, exercise, and medical care for the Pet.
4. The Tenant agrees and is aware that the Owner may impose a $20.00 per occurrence waste removal charge, in the event that the Tenant does not comply with the procedures of disposal of pet waste.

G. INSPECTION

The Owner reserves the right to inspect the Tenant's unit on a frequency of not less than every three months to verify unit condition.

H. PET RESTRAINTS

1. The Pet must be kept in the Tenant's apartment at all times.
2. The Pet must be on a leash at all times when on the grounds of the complex. At no time will the Pet be allowed to roam free.
3. The Tenant agrees to keep the Pet under control at all times so that the Pet does not jump up on other tenants or guests on the property and that they are not bothered or unduly frightened by excessive barking or other aggressive behavior.
4. A Pet that disturbs the peace and quiet of the neighbors through noise, smell, animal waste, biting, scratching or other nuisance will be in non-compliance as set forth in Paragraph X.
5. The Pet will be totally removed from their units for the full amount of specified time for any exterminating or defleaing of the complex. This restraint must be complied with in the fullest.
6. The Tenant acknowledges that other tenants may have chemical sensitivities or allergies or are easily frightened by animals. The Tenant, therefore, agrees to exercise common sense and common courtesy in respect of such other tenants' rights to peaceful and quiet enjoyment of the premises.
7. The Tenant assures the Pet is quiet and housebroken and will not cause any damage or annoy other tenants.
8. Tenants shall not alter their apartment or any part of the premises to create an enclosure for the Pet.
9. Tenants are prohibited from feeding stray animals. Feeding of stray animals shall constitute having a Pet without permission.
10. Visitors or guests are prohibited from bringing pets onto the premises.
11. Only two pets will be allowed per apartment.
12. All aquariums must be sealed against leakage.
13. Only one birdcage will be allowed, and it must have a removable litter tray.

I. NON-COMPLIANCE

Tenants who violate the terms of this Agreement will be required to remove the Pet from the premises upon notice from the Owner within:

1. A reasonable time commensurate with the exigency of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants or the Owner's employees.
2. Thirty days in all other cases.
3. Failure to comply may result in revocation of permission to have a Pet by the Owner.
4. Failure to comply could result in termination of tenancy.

The Tenant has read and agrees to comply with this Agreement and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by the Owner. The Tenant further agrees to review this Agreement at the time of annual recertification.

Tenant Signature: _____ **Date:** _____

Co-Tenant Signature: _____ **Date:**_____

Owner/Manager Signature:_____ **Date:**_____

EQUAL HOUSING OPPORTUNITY

City of Franklin
Nebraska Affordable Housing Trust Fund Program

DOWNTOWN APARTMENTS TENANT RULES & REGULATIONS

The following rules and regulations are for the benefit of all tenants and will be enforced. Our goal is to make this a happy and pleasant home for all who reside here. The cooperation of all tenants and their household members is expected and greatly appreciated.

RENT COLLECTIONS

1. Rent is due and payable in advance on the first day of each month.
2. If rent is not paid on or before the tenth day, a delinquent notice will be delivered to the TENANT. A late fee not to exceed the higher of $50 or an amount equal to 5% of the rental rate will be imposed after the tenth day of the month.
3. If rent is not paid within three (3) days after the "Notice of Delinquent Rent" notice has been delivered, eviction will commence.
4. Partial payment of rent will be accepted under extenuating circumstances only if the TENANT has made prior arrangements with the OWNER before the first of the month.
5. A $30.00 administrative fee will be charged for checks returned by the bank for insufficient funds. This will be in addition to the late charge.
6. The terms of any rent extension will be spelled out in writing, signed by both parties and a copy retained by each. If the rent is not paid on the date set forth in the extension, the TENANT will be served an eviction notice as soon thereafter as possible.
7. Rent must be paid by cash, check, or money order.
8. TENANT may either mail or deliver such payment to:

   Checks should be made to: **City of Franklin**
   Mailing Address: % Downtown Apartments
   619 15th Avenue
   Franklin, NE 68939

9. TENANT will pay Court costs incurred for the collection of rents or due to eviction.

UTILITIES

1. Water, sewer, refuse, gas, electricity, and WiFi internet services are provided.
2. The Tenant must contact the local preferred Company for telephone and cable.

ANIMALS

1. One pet is allowed as specified and upon completion of the Downtown Apartments - Pet Agreement & Policies.

2. Only an approved service animal or assistance animal, with proper documentation provided, is permitted and must complete the Downtown Apartments – Pet Agreement & Policies.

ANTENNAS

1. No antenna of any description shall be installed on the buildings or hung from the windows.

GARBAGE

1. TENANT shall deposit all garbage, trash, and rubbish in the receptacles provided by the OWNER.
2. Containers are to be kept at the location provided and in the designated space.
3. The local sanitation department will pick up the garbage on a regular basis.
4. Please keep the area around the garbage cans as clean as possible.
5. Large items that do not fit into the receptacles are the TENANT'S responsibility to properly dispose.

PARKING

1. Off-street parking for up to 1 vehicle per unit is available for the TENANTS. The driveway and garage should be used.
2. Do not park on the lawn under any circumstances.
3. Park so you do not obstruct the sanitation service's pick-up area or the utility company trucks that may be working in the area.
4. No car repair is allowed in the parking area.
5. Inoperable or unlicensed vehicles or parts shall not be stored in the parking area.
6. Two-wheel motor vehicles are subject to the same rules as automobiles.
7. RV's, boats, personal recreation vehicles, etc. are not permitted for parking beyond a 24-hour period on the premises and must be stored offsite.

APARTMENT MAINTENANCE

1. TENANT shall keep the premises in a clean and sanitary condition.
2. Apartment doors should be kept closed in consideration of other tenants. An effort should be made at all times to be considerate of other tenants, particularly with regard to loud television sets, music, or conversation, especially after 9:00 P.M. and before 9:00 A.M.
3. TENANT, members of their household, and visitors shall comply with all laws and City Ordinances affecting the use or occupancy of the premises.
4. TENANTS shall not conduct nor permit loud parties or noisy activities in their dwelling, or in any manner create any disturbances, which cause annoyance or discomfort to other tenants or to the community.
5. The OWNER will not be responsible for any lost or stolen articles or personal property, including mail left with any employee.
6. Household or other property must not be stored outside the dwelling unit.
7. When you are absent from your apartment, **all doors should be locked.**
8. Contents of your apartment should be adequately covered by renter's insurance.

9. TENANTS should notify the Property Manager before leaving on an extended trip.
10. TENANTS should notify the OWNER immediately when the Rules and Regulations are being violated.
11. TENANT shall notify the OWNER promptly of the need for any repairs to the premises. Such problems requiring immediate notification may include plumbing leaks or malfunctions, and any problems with electrical outlets, switches, light fixtures, or appliances.
12. Preventive and corrective maintenance services will be provided in accordance with state and local codes.
13. TENANTS are responsible for replacing light bulbs in their apartments or appliances after initial occupancy.
14. Plumbing, electrical or gas burning equipment shall not be used for any other purposes than those for which they are intended.
15. Flammables, gasoline, naphtha, solvent, etc., must not be kept in the dwelling unit.
16. TENANT shall display no signs, nor any articles of any description be hung from the windows or doors or placed on the exterior windowsills. Nothing shall be thrown from the windows nor swept outside or thrown out the doors of any dwelling unit.
17. TENANTS are not to install additional major appliances unless approved in writing by the OWNER.
18. Children are not to play in designated parking area or driveways of other tenants.
19. Parents are liable for any damage their children may cause.
20. Children's playthings must not be left on the lawn, sidewalks, or in the parking area. Personal property may not be kept on the lawn and must be properly stored each day.
21. All items such as bicycles, tricycles, etc., must be kept in the individual's apartment or back patio, or in the bicycle rack, if one is provided.
22. TENANT will be responsible for damage caused by nails or pre-drilled wall hangers. Use small nails or picture hangers to hang wall ornaments.
23. Tubs and showers must be cleaned with non-abrasive cleaners to prevent damage to surfaces.
24. Garbage disposals, if provided, should be used with care. Do not put such items as corncobs, potato peels, banana peels, celery, or other fibrous material in the disposal, as they will clog the line.
25. **NO SMOKING:** Smoking is prohibited within the interiors of **all** apartments. Smoking shall mean carrying a lighted cigar, cigarette, pipe, E-Cigarettes, or any other lighted smoke equipment. Smoking will be permitted in the designated area only and must be a minimum of 25 feet from all entry ways as required for all public housing units. Discarding of any smoking materials on property grounds is prohibited.

CARPET MAINTENANCE

1. Carpeting in the apartments should be vacuumed at least once a week.
2. TENANTS are responsible for any carpet burns.

3. Spot cleaning on spills should be done immediately for best results. Use only preparations made especially for carpets. Do not use ammonia, bleach, or other strong household cleaners intended for hard surfaces.
4. Carpet will be professionally cleaned upon vacating the unit, with $75 deducted from the deposit for normal cleaning. Additional charges will be deducted from the deposit if carpet is damaged beyond normal wear and tear.

APPLIANCE MAINTENANCE

If any appliance begins to malfunction the TENANT must notify the OWNER immediately to have the appliance properly serviced and must not attempt to repair the appliance on their own.

1. Regular cleaning of the oven is necessary with manufacturer's instructions followed.
2. Clean the top burners/glass tops of the kitchen range as they become soiled.
3. Exhaust fan screens on the range hoods should be removed regularly and washed in warm, soapy water to remove any grease build-up.
4. Clean the refrigerator as necessary. Do not use sharp instruments when defrosting the refrigerator; let the ice melt at room temperature.
5. The air conditioner filter will be cleaned and or changed bi-monthly during the operating season by maintenance personnel who will schedule access with the TENANT.
6. Washing machine door should remain open when not in use to allow to air dry and prevent mold growth. Run a cleaning cycle and wipe down the gasket around the door to ensure proper sealing and prevent odors as necessary.
7. Dryers should be maintained to ensure proper use by clearing the lint screen often, periodically vacuuming out the lint screen compartment, and make sure the exterior exhaust vent is not obstructed.

HEATING AND PLUMBING MAINTENANCE

1. Thermostats should not be turned below 55 degrees during cold weather as it may cause pipe damage.
2. Windows must be closed at night during cold weather months to avoid pipe damage.
3. Notify the OWNER immediately of any problems with heating or plumbing systems.

KEYS

Key(s) to Apartment issued: **2, unless otherwise specified**

1. Additional keys may not be made by the tenant but may be requested.
2. If a key is lost, the charge of changing out the locks will be assessed to the TENANT.
3. Upon vacating the apartment units, the TENANT shall return to the OWNER all keys provided during the term of the tenancy. Twenty dollars ($20.00) will be charged for each key not returned by the TENANT.

ALTERATIONS

1. Without prior written approval of the OWNER, the TENANT **shall not**:

(1) Paint, wallpaper, or otherwise redecorate or make alterations, additions, or improvements in or to the property;
(2) Install a washing machine, dryer, air-conditioning unit, or any other electrical equipment or appliance;
(3) Place fixtures, signs, or fences in or about the premises; or

2. The TENANT is not authorized to change door locks or install additional door locks.

ABANDONMENT

1. In the event the TENANT is absent from the property for five (5) consecutive days while in default of rent, TENANT shall, at the option of the OWNER, be deemed to have abandoned the property and any remaining personal property of the TENANT shall be considered abandoned and may be disposed of by the OWNER according to State Law.

GUESTS

1. TENANTS are permitted to have guest(s) visit their household; however, an adult person(s) making reoccurring visits or one continuous visit of 14 days and nights in a 45-day period without the consent of the management will be counted as a household member(s).

MOVING-OUT

1. TENANTS are expected to return their apartment in a clean and rentable condition. You will be requested to accompany the Owner/Manager on the move-out inspection. This will help avoid misunderstandings on damages being assessed against your deposit.
2. A Move Out Inspection Checklist will be provided upon notice to the OWNER you plan to vacate.

"I have read and understand the above Tenant Rules & Regulations of the City of Franklin's Downtown Apartments and agree to abide by them."

Tenant Printed Name	Signature	Date
Co-Tenant Printed Name	Signature	Date

City of Franklin, Nebraska
Position Description

Class Title:	**Cemetery/ Park Caretaker/Floater**
Department:	**Cemetery/Park**
Age Requirement:	**Minimum - 21 Years / Maximum - none**
Salary Range:	**$12.50 - $25.00 per hour - revised 11/12/25**
	Date Adopted: September 19, 2023, revised 10/10/2023

GENERAL PURPOSE

Full-time outside position for the City of Franklin as a floater in all departments and perform a variety of job duties as required. Primary responsibility is to maintain all City parks, cemetery, and ballpark.

SUPERVISION RECEIVED: Receives direction from the Mayor and CIty Council.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Mowing, trimming around stones and other objects, trimming trees in both city parks, cemetery and ball fields/park
- Spray for weeds, stickers, etc. in the parks, cemetery, ballpark
- Maintain the restrooms in RV park and main city park
- Open and winterize the restrooms at the ballpark
- Operating hand and power tools, mowers, weed eaters, heavy equipment
- Maintain playground equipment and buildings in good condition
- Maintain/perform maintenance on all equipment (mowers, trimmers, chain saws, etc.), as well as other departments as needed
- Keep holes filled in the City parks, cemetery and ball park for liability purposes
- Maintain/perform maintenance on the sprinkler system in the all parks, and ballpark
- Dig, flag for headstones, and maintain the graves
- Empty trash cans around parks.
- Install and care for cemetery markers; including flag poles in the cemetery
- Utilize proper safety precautions in all work performed
- Work with the general public and the City’s staff in a courteous and efficient manner

- Completes on-call duties as required during the on-call period. If you are out of town for any reason, find a replacement. Must be available within 30 minute response time.
- Submit a monthly report to clerk to be forwarded to Mayor/Council
- Follow safety procedures as outlined in the safety policy.
- Assist other departments as required

DESIRED MINIMUM QUALIFICATIONS

- Working knowledge of equipment, materials and supplies used in all departments; knowledge of first aid and applicable safety precautions

SPECIAL REQUIREMENTS

- Valid state driver's license
- Ability to obtain one prior to employment. CDL license or ability to obtain one within six (6) months of employment.

WORK ENVIRONMENT

- Work is performed almost entirely in an outdoor setting. Outdoor work is required for completing line work and service work.
- Employees must frequently lift and or move up to 75 pounds, and occasionally lift even greater weight.
- Minimal portions of work are administrative in nature and are conducted in an office environment.

JOB DESCRIPTION ACKNOWLEDGEMENT FORM

I have received a copy of the job description for my position of Cemetery/Park Caretaker/Floater with Revision Date of October 10, 2023. I have reviewed this job description and I understand all my job duties and responsibilities. I am able to perform the essential functions as outlined. I understand that my job may change on a temporary or regular basis according to the needs of my location or department without it being specifically included in the job description. If I have any questions about job duties not specified on this description that I am asked to perform, I should discuss them with my immediate supervisor or the city council. I further understand that future performance evaluations and merit increases to my pay are based on my ability to perform the duties and responsibilities outlined in this job description to the satisfaction of my immediate supervisor. I have discussed any questions I may have had about this job description prior to signing this form.

_____

Signature of employee

_____

Print Employee Name

_____

Date

ORDINANCE NO. 966

AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA TO AMEND CHAPTER 6, ARTICLE 1 OF THE MUNICIPAL CODE; TO ESTABLISH REGULATIONS FOR ANIMALS; TO DEFINE DANGEROUS, POTENTIALLY DANGEROUS, AND VICIOUS DOGS; TO PROVIDE CERTAIN REQUIREMENTS FOR DANGEROUS, POTENTIALLY DANGEROUS, AND VICIOUS DOGS; TO CHANGE THE PENALTIES FOR VIOLATION OF THIS ARTICLE: TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; AND TO PROVIDE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FRANKLIN, NEBRASKA:

Section 1. Chapter 6, Article 1 of the Municipal Code of the City of Franklin, Nebraska is hereby amended to read as follows:

CHAPTER 6 - LAW ENFORCEMENT REGULATIONS

ARTICLE 1. ANIMALS

§6-101 ANIMALS: OWNER DEFINED

Any person who shall harbor or permit any dog, cat, or other animal / household pet to be for ten (10) days or more in or about his or her house, store, or enclosure, or to remain to be fed, shall be deemed the owner and possessor of such dog, cat or other animal and shall be deemed to be liable for all penalties herein prescribed.

§6-102 ANIMALS: NUMBER LIMITED

No person, including a family or guest on or in a premises, shall be allowed to own, keep, maintain, or harbor more than a total combination of three dogs, cats, or other animals / household pets in their household within the limits of the City. This section does not animals that are younger than 16 weeks of age.

§6-103 ANIMALS: MORE THAN THREE REQUIRES A KENNEL LICENSE

If any person, including a family or guest on or in a premises, wishes to keep, raise, breed, or board more than three dogs, cats and / or domesticated animal, or any combination of three dogs, cats or other domesticated animals, that being more than three total animals including dogs, cats, or other domesticated animals four months or more in age, on or in any one premises, he or she must first obtain a kennel permit for each address or premises from the City and secure a

license under the State Commercial Dog and Cat Operator Inspection Act, if necessary. Each kennel permit must comply with all local, state, and federal regulations, including zoning requirements.

The City Clerk shall have an application form for a kennel permit for those residents or businesses desiring to have a kennel, where they may have more than three dogs, cats, or other domesticated animals on or in their premises.

At a minimum, the kennel permit application shall list:
1-Name and address of the applicant,
2-Location of where the animals will be kept and the current zoning of that location,
3-Kind and breed of animals to be kept and how they are to be kept,
4-Number of animals to be kept,
5-A detailed diagram of the premises, showing dimensions, size, and location of pens and cages and distances from any residence and property line of any other person adjacent to the facility, and
6-A fee of $100.00 shall accompany each kennel application.

No permit shall be issued until proper inspection by City officials and approval by the City Council. Approval of the application shall be indicated on the application form by signatures of the proper City officials and Mayor. No permit shall be issued if the facility will be a detriment to the neighborhood or is in violation of any law or ordinance, including zoning regulations.

Each permit shall be issued for up to one year and must be renewed between January 1 and January 31 of the following year, and each year thereafter. Renewal fees shall be paid each year.

§6-104 ANIMALS: KENNEL REGULATION
All animals kept within kennels within the City shall be kept clean and sanitary.
All kennels within the City shall be subject to the USDA requirements and standards for operation and sanitation of such kennels.
All animals kept in kennels within the City shall be securely penned up and confined at all times, except when in charge of the owner or some employee of such kennel.
No kennel shall be operated at any place within the City in violation of any other provisions of this Code, state law or City ordinance, rule or regulation, including zoning ordinances.

City officials with enforcement power shall have the right to enter any licensed kennel for the purpose of conducting inspection and enforcement.
A license may be revoked by the city whenever it is determined that the kennel is being operated in violation of this section.

§6-105 ANIMALS: LIVESTOCK, WILD, AND EXOTIC ANIMALS PROHIBITED
It shall be unlawful for any person to keep or maintain within the corporate limits any horses, mules, cattle, sheep, goats, hogs, or similar animals, roosters, ducks, geese, turkeys, guineas, or other fowl, or any wild or exotic animal.

§6-106 ANIMALS: HENS ALLOWED
A person may keep up to six (6) chicken hens. A person who keeps or houses chicken hens or bantams on his or her property shall comply with all the following requirements:

a. No more than six (6) chicken hens and/or hen bantams may be kept on anyone (1) zoning lot. Hereinafter "hens" and "hen bantams" will be referenced collectively as "chickens."
b. The principal use of the property shall be a single-family dwelling, and the license applicant shall be the owner of the property.
c. No person shall keep any rooster.
d. No person shall slaughter any chickens.
e. The chickens shall be provided with a covered fenced enclosure or coop (hereinafter, "chicken enclosure") and must be always kept in the chicken enclosure. Such chicken enclosure shall contain at least four (4) square feet of floor area per chicken, and the chicken enclosure shall provide at least ten (10) square feet of open area per chicken; no chicken enclosure shall exceed one hundred twenty (120) square feet of floor area or exceed seven (7) feet in height.
f. A person shall not keep chickens in any location on the property other than in the chicken enclosure in the rear yard. For purposes of this section "rear yard" means that portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the dwelling and extending to the side lot lines.
g. No chicken enclosure shall be located closer than ten (10) feet to any property line of an adjacent property.
h. No chicken enclosure shall be located closer than forty (40) feet to any residential structure on another person's property.

i. All chicken enclosures shall be constructed or repaired to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure.

§6-107 ANIMALS: PROCLAMATION

It shall be the duty of the City Council or its representative whenever in its opinion the danger to the public safety from rabid dogs or cats is great or imminent, to issue a proclamation ordering all persons owning, keeping, or harboring any dog or cat to confine it for a period of not less than thirty (30) days or more than ninety (90) days from the date of such proclamation, or until such danger is passed. The dogs or cats may be harbored by any good and sufficient means in a house, garage, or yard on the premises wherein the said owner may reside. Upon issuing the proclamation it shall be the duty of all persons owning, keeping, or harboring any dog or cat to confine the same as herein provided.

§6-108 ANIMALS: RUNNING AT LARGE.

No person shall permit any dog or other animal owned, kept, or harbored by him to run at large. All animals found running at large upon the streets, alleys, public grounds, or property of another are hereby declared a public nuisance. The penalty for violation of this section is $100.00 for the first offense, $150.00 for the second offense, $200.00 for the third offense, and $250.00 for the fourth or subsequent offense in a calendar year. In addition, the city will charge $35 per day, including partial days, to house the dogs or other animals. The owner picking up any dog or other animal shall be required to comply with rabies vaccination requirements prior to the animal being released.

§6-109 ANIMALS: ANIMALS DAMAGING PROPERTY OF OTHERS

It shall be unlawful for the owner of a dog or other animal to allow or permit his dog or other animal to damage the property of others or to cause bodily injury. If the owner is adjudged guilty of a violation of this section, the court may, in addition to the penalty provided for the violation of this Code, order such disposition or destruction of the offending dog or other animal as may seem reasonable and proper.

§6-110 ANIMALS: CAPTURE IMPOSSIBLE

The Nuisance Officer and / or Animal Control Authority shall have the authority to kill any animals showing vicious tendencies, or characteristics of rabies which make capture impossible because of the danger involved.

§6-111 DOGS: DANGEROUS, POTENTIALLY DANGEROUS, AND VICIOUS ANIMALS GENERALLY

(1) No person shall own, keep or harbor, or allow to be in or upon any premises occupied by him, or under his charge or control, any dangerous animal, potentially dangerous animal, or vicious animal without complying with the requirements of this chapter regarding dangerous, potentially dangerous, or vicious animals.

(2) A dangerous animal is defined as one who, according to the records of the Law Enforcement, Nuisance Officer and / or Animal Control Authority of the City, meets one or more of the following conditions:

(A) Has killed a human being,

(B) Has inflicted injury on a human being that requires medical treatment,

(C) Has killed a domestic animal without provocation, or

(D) Has been previously determined to be potentially dangerous dog by the city, the owner has received notice from the City or Law Enforcement of such determination, and the dog inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals.

(3) A potentially dangerous animal is defined as one who meets one or more of the following conditions:

(A) Any animal that when unprovoked:

(i) inflict an injury on a human being that does not require medical treatment,

(ii) injures a domestic animal, or

(iii) chases or approaches a person.upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

(B) Any specific animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

(4) Any other dog which is of a dangerous or ferocious disposition which habitually snaps or manifests a disposition to bite persons or other animals.

(5) No animal may be declared dangerous or potentially dangerous that inflicts injury or damage on a person committing a willful trespass or other tort upon

premises occupied by the owner or lessee of the animal or committing or attempting to commit a crime. No animal may be declared dangerous or potentially dangerous for taking any action to defend or protect a human being within the immediate vicinity of the animal from an unjustified attack or assault. No animal used in connection with lawful activities of law enforcement officials shall be declared a dangerous or potentially dangerous animal.

The court may, in addition to any other fine or judgment, order Law Enforcement, Nuisance Officer and / or Animal Control Authority to forthwith put the animal to death by removing the same to the Animal Shelter for such purpose. Any person found guilty of violating this section shall pay all expenses, including shelter, food, veterinary expenses for identification or certification of the animal, boarding and veterinary expenses necessitated by the seizure of any animal for the protection of the public and such other expenses as may be required for the destruction of any such animal.

§6-112 DOGS: DETERMINATION OF POTENTIALLY DANGEROUS OR DANGEROUS

The City shall initiate administrative proceedings to determine an animal to be a potentially dangerous animal or dangerous animal if it meets the definition of potentially dangerous animal or dangerous animal, by service of a notice, in writing, upon such animal's owner either by certified or regular mail to the owner's last-known address or by personal service.

The notice shall contain:

(A) The name and address of the owner whose animal is subject to such determination.

(B) The name (if known) and the description of the animal who is subject to such determination.

(C) A description of the facts which form the basis of such determination.

An owner whose animal is determined to be a potentially dangerous or dangerous animal shall be required to comply with section 6-115 immediately, section 6-114 within 30 days, unless a notice of appeal of the notice order is filed with the City Clerk, provided noncompliance with any of the sections set forth above in this paragraph, shall result in a violation of this section.

An appeal for such determination shall be heard by a hearing officer designated by the City within ten days of the date of the filing of the notice of appeal and shall provide an opportunity for the owner to appear and offer evidence to dispute the determination order. The filing fee for each notice of appeal shall be $50.00. A decision to affirm or reverse such an order shall be entered into by the hearing officer within ten days of the date of the hearing. The decision of the hearing officer shall be the final decision of the City but may be appealed in accordance with the provisions of Nebraska law. If such an appeal is undertaken, and the animal is being held in custody of the City or the Municipal Animal Shelter, then an appeal bond in an appropriate amount shall be paid to and held by the City to cover the cost of impound or other approved Animal Shelter or veterinarian clinic pending the outcome of the appeal. Costs will be charged to the animal owner.

§6-113 DOGS AND CATS: EXCLUDED ANIMALS.

It shall be unlawful for any person to bring any animal into the City, which has, in another jurisdiction, been judicially determined to be a dangerous, potentially dangerous, vicious, a nuisance, or a threat to the health or safety of human beings.

§6-114 DOGS: DANGEROUS OR POTENTIALLY DANGEROUS ANIMALS - SPAYING OR NEUTERING: MICROCHIP IDENTIFICATION AND LICENSE REQUIRED.

Any animal determined to be dangerous or potentially dangerous shall be spayed or neutered and implanted with microchip identification by a licensed veterinarian at the owner's expense no less than 30 days after such determination is entered with written proof of spaying or neutering and the microchip identification number being provided to the City Clerk within 72 hours of the procedure being completed.

§6-115 DOGS: REQUIREMENTS FOR VICIOUS DOGS, POTENTIALLY DANGEROUS DOGS AND DANGEROUS DOGS.

It shall be unlawful for any person to own, keep, or harbor a vicious dog, potentially dangerous dog, or dangerous dog unless such a dog is kept securely confined as provided in this section.

No person shall permit a vicious dog, potentially dangerous dog, or dangerous dog to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than four feet (4') in length. No person shall permit a vicious dog, potentially dangerous dog, or dangerous dog to be kept on a chain, rope,

or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such dogs may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition, any vicious dog, potentially dangerous dog or dangerous dog on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such dog from biting people or other animals.

All vicious dogs, potentially dangerous dogs and dangerous dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled as above provided. Such pen, kennel, or structure must have secure sides, and a secure top attached to the sides. All structures used to confine vicious dogs, potentially dangerous dogs or dangerous dogs must be locked with a key or combination lock when such animals are within the structure. Such a structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than two feet (2'). All structures erected to house vicious dogs, potentially dangerous dogs or dangerous dogs must comply with all zoning and building regulations of the City. All such structures must be adequately lit and ventilated and kept in a clean and sanitary condition. The pen, kennel, or structure shall be at least ten feet from any property line of the owner and shall also protect the dog from the elements.

No vicious dogs, potentially dangerous dogs or dangerous dogs may be kept on a porch, patio, or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.

All owners, keepers, or harborers of vicious dogs, potentially dangerous dogs, or dangerous dogs within the City shall, within ten (10) days display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog". In addition, a similar sign is required to be posted on the kennel or pen of such an animal.

All owners, keepers, or harborers of vicious dogs, potentially dangerous dogs, or dangerous dogs within the City shall carry public liability insurance covering each dog in a single incident amount of not less than $500,000.00 for bodily injury to or death of any person or persons or for damage to property owned by any persons which may result from the ownership, keeping or maintenance of such dogs.

All owners, keepers, or harborers of vicious dogs, potentially dangerous dogs or dangerous dogs within the City shall submit proof of said liability insurance to the City Clerk. The insurance may be in the form of a special liability policy or a standard homeowners or renters insurance policy from a Nebraska licensed insurer which does not have a policy of limiting or excluding such breeds or types of dogs. Proof of insurance must be in the form of a certificate of insurance from said insurer showing coverage for the specific dog sought to be licensed as well as the breed of said dog.

If any vicious dog, potentially dangerous dog or dangerous dog is kept in any manner other than as required in this Section or allowed to run at large, the owner shall be in violation of this section and as part of its judgment the Court may order Law Enforcement, Nuisance Officer and / or Animal Control Authority to put the dog put to death.

§6-116 DOGS: INTERFERENCE WITH ENFORCEMENT AUTHORITY

It shall be unlawful for any person to hinder, delay, or interfere with any Law Enforcement Officer, Nuisance Officer and / or Animal Control Authority who is performing any duty enjoined upon him by the provisions of this Article, or to break open, or in any manner directly or indirectly aid, counsel, or advise the breaking open of the animal shelter, any ambulance wagon, or other vehicle used for the collecting or conveying of animals to the shelter.

§6-117 ANIMALS: KILLING AND POISONING.

It shall be unlawful to kill, or to administer, or cause to be administered, poison of any sort to a dog, cat, or other animal, or in any manner to injure, maim, or destroy, or in any manner attempt to injure, maim, or destroy any dog, cat, or other animal that is the property of another person, or to place any poison or poisoned food where the same is accessible to a dog, cat, or other animal.

§6-118 DOGS: BARKING AND OFFENSIVE

It shall be unlawful for any person to own, keep, or harbor any dog which by loud, continued, or frequent barking, howling, or yelping shall annoy or disturb any neighborhood or person or which habitually barks at or chases pedestrians, drivers, or owners of horses or vehicles while they are on any public sidewalks, streets, or alleys in the Municipality; provided, that the provisions of this Section shall not be construed to apply to the City Impound or other approved animal shelter or veterinarian clinic.

§6-119 ANIMALS: LIABILITY OF OWNER

It shall be unlawful for any person to allow a dog, cat, or other animal / household pet owned, kept, or harbored by him, or under his charge or control, to injure or destroy any real or personal property of any description belonging to another person. The owner or possessor of any such dog, cat, or other animal, in addition to the usual judgment upon conviction, may be made to be liable to the person so injured in an amount equal to the value of the damage sustained.

§6-120 DOGS: IMPOUNDING

It shall be the duty of the nuisance officer or animal control authority to capture, secure, and remove in a humane manner to the City Animal Shelter any animal violating any of the provisions of this Article. The animals so impounded shall be treated in a humane manner and shall be provided with a sufficient supply of food and fresh water each day. Each impounded animal shall be kept and maintained at the pound for a period of not less than five (5) days unless reclaimed earlier by the owner. Notice of impoundment of all animals, including any significant marks or identifications, shall be posted at the pound as public notification of such impoundage. Any animal may be reclaimed by its owner during the period of impoundage by payment of one hundred dollars ($100.00) general impoundment fee for the first impoundment and one hundred and fifty dollars ($150.00) for all subsequent impoundments in the same calendar year. The owner of a dog being reclaimed shall then be required to comply with the rabies vaccination requirements before release. Animal owner is responsible for the cost of said vaccination which must be paid before release of the dog if proof of current rabies is not provided. If the animal is not claimed at the end of the required waiting period after public notice has been given, Law Enforcement, Nuisance Officer, and / or Animal Control Authority may dispose of the animal in accordance with the applicable rules and regulations pertaining to the same; provided, that if, in the judgment of the Law Enforcement, Nuisance Officer, and / or Animal Control Authority, a suitable home can be found for any such animal, the animal shall be turned over to that person and the new owner shall then be required to pay all fees and meet all licensing and vaccinating requirements provided in this Article. The City shall acquire legal title to any dog, cat, or other animal impounded in the Animal Shelter for a period longer than the required waiting period after giving notice. All animals shall be destroyed and buried in a humane manner unless a suitable home can be found for such an animal.

§6-122 ANIMALS: ANIMAL SHELTER

The Animal Shelter shall be safe, suitable, and conveniently located for the impounding, keeping, and destruction of animals. The shelter shall be

sanitary, ventilated, and lighted.

§6-123 DOGS AND CATS: SUSPECTED RABIES

Any animal suspected of being afflicted with rabies, or any animal not vaccinated in accordance with the provisions of this Article which has bitten any person and caused an abrasion of the skin, shall be seized and impounded for a period of not less than ten (10) days. If, upon examination by a veterinarian, the animal has no clinical signs of rabies at the end of such impoundment, it may be released to the owner. If the owner of the said animal has proof of vaccination, it shall be confined by the owner or some other responsible person for a period of at least ten (10) days, at which time the animal shall be examined by a licensed veterinarian. If no signs of rabies are observed, the animal may be released from confinement.

§6-124 ANIMALS: NUISANCE FEEDING PROHIBITED

The feeding of dogs, cats, or any wild animals except birds and squirrels, by setting out food to be left attended or unattended which attracts or is intended to attract dogs, cats, or wild animals is hereby declared to be a public nuisance and to be unlawful.

§6-125 ANIMALS: SANITATION REQUIREMENTS

The owner of any dog, cat, or other animal shall keep any yard, enclosure, shelter structure, or dwelling wherein such animals are kept in a clean and sanitary condition so as not to give off offensive odors which are a source of discomfort to persons residing in the vicinity thereof. The owner shall not allow offal, manure, and waste material of such animal to accumulate or remain in the yard, pen, enclosure, shelter structure, and/or dwelling, upon which such animal resides or is confined in any manner which is conducive to the breeding or attraction of flies, mosquitoes, or other noxious insects or in any manner which endangers the public health or safety or which creates an unhealthy environment. The maintenance or permitting of any of the foregoing conditions on any premises is hereby declared to be a public nuisance. The owner shall, in a sanitary manner, remove or dispose of all offal, manure, and waste material accumulating from such animals at least once every seven days.

§6-126 ANIMALS: VIOLATION; PENALTY

Any person who violates any of the provisions of this Article shall be deemed guilty of a misdemeanor and shall be fined as follows: For the first offense, a fine of $50.00; for a second offense, a fine of $100.00; and for a third or subsequent offense, a fine of $150.00 or imprisonment for not to exceed three

(3) months, or both such fine and imprisonment.

Section 2. This ordinance shall be published in pamphlet form as part of the Municipal Code of the City of Franklin, Nebraska.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this day 11, March 2025

Margaret M. Siel, Mayor

CITY OF FRANKLIN CORPORATE SEAL FRANKLIN COUNTY, NEBRASKA

Attest:

Raquel Felzien, City Clerk