



City of Franklin Regular Meeting September 10, 2024 6:00 PM City Hall

1. **Call Meeting to Order Roll Call**
2. **Verification of Open Meetings Notice**
3. **Mayor Communications**
 - **Joint Public Meeting September 17, 2024, at 6:01 PM with Franklin County at the Franklin County Ag Building**
 - **Special Budget Hearing Thursday, September 19, 2024, at 5:15 PM at City Hall council chambers**
4. **Consent Agenda**
 - 4.a. Minutes of the previous meetings
 - 4.b. Treasurer's Report
 - 4.c. Budget Report
 - 4.d. Payroll
 - 4.e. **Claims**
 - 4.f. **Permits:** Finishline Construction; new structure, Bernice Iman, new structure.
5. **Discussion and Action Items**
 - 5.a. Discussion and action nuisance abatement program - rescind declared nuisances
 - 5.b. Discussion and action nuisance abatement program - review of parcels
 - 5.c. Discussion and action STARR program - review application for assistance
 - Weston Brinda & Brandi Garvin, 1802 M Street
 - Caleb & Brittany Wagner, 409 12th Ave
 - 5.d. Discussion and action on next steps in the STARR program
 - 5.e. Discussion and action on code of conduct for council members
 - 5.f. Discussion and action on how to proceed with dogs at large within the City of Franklin
 - 5.g. Discussion and action on Franklin County Sheriff's Dept. report
 - 5.h. Discussion and action on Marcellus building update
 - 5.i. Discussion, action and update on City Shop building
 - 5.j. Discussion and action on Daycare Building use and agreement services
 - Integrated Security Solutions agreement for the building of fire sprinklers sytem
 - Setting up a committee for the daycare building's use.
 - 5.k. Discussion on salaries for fiscal year 2025
 - 5.l. Discussion and action updates on the engines at the Power Plant
6. **Resolution**

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.



6.a. Resolution 2024-10 Parade of Lights - November 3, 2024

7. Ordinances

7.a. Ordinance 886 - Electric Rates

7.b. Ordinance 872 - Dog Ordinance

7.c. Ordinance - Unoperable Vechiles - fence addtion

7.d. Ordinance #963 Vacant registry

8. Pending litigation or litigation which is imminent as evidence by communication of a claim or threat of litigation to or by the public body - possible closed session

9. Public Comments

10. Adjourn

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Franklin, Nebraska
August 13, 2024

A meeting of the Mayor and Council of the City of Franklin, Nebraska was held at City Hall in said City on August 13, 2024, at 6:00 PM

Upon roll call, the following board members were in attendance: Margaret Siel, Fred Beall, Kasey Loschen, Dave Platt, Sandy Urbina.

Mayor Siel gave notice that a copy of the Open Meetings Act was properly posted in the Council Chambers.

Notice of this meeting was simultaneously given to all board members and a copy of their acknowledgement of receipt of the notice and agenda was communicated in advance notice as in the notice to the board members of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Mayor communications: The City sold our 2022 Bobcat Skid Steer on Big Iron for \$54,000 and with their 11% commission we received \$48,060.00

Motion made by Sandy Urbina, seconded by Kasey Loschen to approve and/or receive the items on the Consent Agenda and to waive the oral reading of the minutes and the permits as presented. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

AFLAC	INS.	\$639.26
ALISSA BUSH DESIGN	FEE	\$225.00
AMANDA SHELTON	REIMB.	\$62.58
B&D DIAMOND PRO	MAINT.	\$6,040.00
BAKER & TAYLOR	SUPP.	\$260.22
BARCO MUNICIPAL	SUPP.	\$211.60
BELLAMY LAW	FEE	\$1,753.92
BCBS	INS.	\$5,926.55
BLACK HILLS	GAS	\$138.16
BORDER STATES	SUPP.	\$70.43
BYWAY 136 TRIALS	ADS	\$35.00
CASPIAN CREATES	FEE	\$540.00
CENTER MONUMENTS	MAINT.	\$1,364.96
CENTRAL HYDRAULIC	MAINT.	\$34.54
CHRISTIE MALL	SERV.	\$80.00

CITY OF FRANKLIN	PETTY CASH REIMB.	\$144.59
CITY OF HOLDREGE	DISP.FEE	\$2,866.81
CPI	FUEL	\$1,690.69
DELTA DENTAL	INS.	\$521.08
DITCH WITCH UNDERCON	MAINT.	\$155.19
DORN AUTO	MAINT.	\$550.00
DUNCAN WELDING	SUPPL.	\$51.65
DUNCAN WELDING	CDA GRANT	\$2,475.00
DUTTON LAINSON	SUPPL.	\$272.86
EAKES	FEE	\$44.99
EFTPS	PAYROLL	\$9,252.15
ELECTRIC FUND	ELECTRIC	\$3,315.34
FAST	ADS	\$100.00
FELZIEN, RAQUEL	REIMB.	\$108.00
FRANKLIN AUTO PARTS	SUPP.	\$651.21
FRANKLIN COUNTY CHRONICLE	ADS	\$609.40
FRANKLIN SHERIFF	FEE	\$6,032.00
FREEDOM CLAIMS	FEE	\$3,000.00
GLENWOOD TELE.	PHONE	\$638.31
GOLDSTAR PRODUCTS	MAINT.	\$4,023.09
GRAINGER	MAINT.	\$22.10
GRAND KUBOTA	MAINT.	\$67.68
HOMETOWN LEASING	FEE	\$407.38
JIM'S OK TIRE	MAINT.	\$51.00
JR WESTERN	UNIFORM	\$1,185.41
KEARNEY TOWING	MAINT.	\$3,330.69
KIDWELL	FEE	\$57.50
LEAGUE OF MUNIC.	DUES	\$1,828.00
LEAGUE OF MUNIC.	DUES	\$729.00
LIBERTY NATIONAL	FEE	\$39.49
MADISON LIFE	INS	\$43.52
MELLEN & ASSOCIATES	MAINT.	\$1,953.98
MUNICIPAL SUPPLY	SUPP.	\$2,749.28

MG TRUST	FEE	\$3,894.63
MRKVICKA RILEY	METER DEP.REFUND	\$122.70
NE DEPT OF REV	SALES TAX	\$5,332.04
NE DEPT OF REV	PAYROLL	\$1,068.61
NE PUBLIC HEALTH	FEE	\$15.00
NE REVIEW BOARD	FEE	\$151.00
PAYROLL	PAYROLL	\$37,382.87
PITSTOP	FUEL	\$488.33
PLANK'S HWDE	SUPPLY	\$455.13
PROFORMA	SUPPLY	\$254.91
QUADIENT/FINANCE	POSTAGE	\$350.00
RETIREMENTN PLAN	PAYROLL	\$1,099.61
RIGHTWAY	SUPP.	\$759.54
ROSEBOWL PLAYHOUSE	CDA GRANT	\$10,732.45
RUBENDALL BARRY	REIMB.FUEL/MEALS	\$541.62
S.E. SMITH & SONS	MAINT.	\$96.78
SANITATION PRODUCTS	MAINT.	\$3,530.55
SHARE CORP	SUPPLY	\$244.95
SOUTHERN POWER	FEE	\$69,975.56
SUNSET SPA	SUPP.	\$94.72
TILLEY SPRINKLER SYS.	MAINT.	\$543.31
TLC PEST	FEE	\$170.00
TRI CITY SIGN	MAINT.	\$5,980.00
UNEMPLOYMENT	PAYROLL	\$46.18
USA BLUE BOOK	SUPPLY	\$287.07
U.S. BANK	SUPP.	\$4,149.92
VERIZON	PHONE	\$82.91
VSP	INS	\$197.35
WAPA	FEE	\$6,075.30
WHITE GLASS	MAINT.	\$282.21
	TOTAL	\$220,754.86

Mayor Siel opened the public hearing on the construction and demolition site to hear questions and comments on the expansion at 6:03 PM. Discussion and questions from Randy Cline and Tom Hudson were the following: Where is the expansion going to be? The expansion will be to the east of the current location. Tom Hudson was concerned about the fence on the property line with erosion. The council assured their concern stating that the expansion will be carried out by a company that knows how to defer erosion along the fence line.

Mayor Siel closed the public hearing at 6:10 PM

Riverview Hootowls presented a check for \$1,000 to the City of Franklin for the hay bale contest from the county fair to use for the ballpark shade structure.

Discussion with Dennis Hamilton and Sharon Hueftle of SCEDD on the house structure in the 200 block of 16th Ave. Dennis Hamilton is going to participate in the STARR grant program to demo the house. There was discussion on zoning of the property and how to proceed.

No nuisance properties to rescind currently.

Motion made by Fred Beall, seconded by Sandy Urbina to approve postponement request for 2024-FRAN-9002. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Discussion and review on the several nuisance properties.

Motion made by Sandy Urbina, seconded by Dave Platt to approve to abate the following properties 2024-FRAN-9004; 9007; 2023-FRAN-8014; with 5-day notice. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion made by Sandy Urbina, seconded by Fred Beall to approve to go with penal action for the following property 2024-FRAN-9006. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion made by Kasey Loschen, seconded by Dave Platt to approve abatement contractors J & J Fatihscapes and Stanteiski Junk and waste when available for the abatement. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion made by Dave Platt, seconded by Kasey Loschen to approve abatement and demo of 2024-FRAN-NET 1 and NET 2 approve application for Dave Duncan and Dennis Hamilton for the STARR grant program. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Discussion on schedule of demo of the houses for the STARR grant program with SCEDD.

Motion made by Sandy Urbina, seconded by Fred Beall to approve the application for de-obligation of funds of \$20,469.49 plus interest from the Owner-Occupied Rehab grant from 2018 and put in General fund. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Franklin County Sheriff's report presented. No action

Discussion on the city adding Biz connect program through Cornerstone Bank. The biz connect is an online program with security controls. The city can have access to internal transfers, wire transfers, positive pay, ACH transfers, and remote deposit.

Discussion on wages for fiscal year 2025.

Discussion on raising electric rates. Rates have not been raised in nine years. We will work on an ordinance to present at the September 10, 2024, meeting.

Discussion on updating the city shop with an L shaped building for fiscal year 2025.

Motion made by Sandy Urbina, seconded by Fred Beall to approve purchasing a 2025 Chevrolet Silverado 2500HD 4WD reg cab work truck with utility box installed with the State bid from Husker Auto Group for \$53,977 this fiscal year. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Discussion on shoring up the Marcellus building. Motion made by Fred Beall, seconded by Sandy Urbina to approve special meeting to discuss the renovation of the Marcellus building Wednesday August 21, 2024, at 5:15 pm. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion made by Sandy Urbina, seconded by Fred Beall to table to the code of conduct to the September 10, 2024, meeting. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Discussion on setting up a committee of one or two board members, and residents of Franklin to form a plan for the daycare building.

Motion made by Dave Platt, seconded by Fred Beall to approve Resolution 2024-06 League of Association of Risk Management 2024-2025 renewal for 3 years for 5% discount with \$5,000 deductible. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion made by Dave Platt, seconded by Sandy Urbina to approve Resolution 2024-08 Homecoming Parade September 20, 2024. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Discussion on dog ordinance limiting how many dogs there are in one household, and the number of litters of dogs per year. Discussion on adding fence from public view in the inoperable or unlicensed vehicle ordinance. Melodie Bellamy is going to work on these two items and bring it back to the September meeting.

Pending litigation was discussed about a court case the City of Franklin is involved in.

No public comments

Adjourn the meeting at 10:52 PM

ATTEST:

APPROVED:

Raquel Felzien, City Clerk

Margaret Siel, Mayor

Franklin, Nebraska
August 13, 2024

City of Franklin Community Development Authority of the City of Franklin, Nebraska was held at City Hall in said City on August 13, 2024, at 6:00 PM

Upon roll call, the following board members were in attendance: Margaret Siel, Fred Beall: Present, Kasey Loschen: Present, Dave Platt: Present, Sandy Urbina.

Mayor Siel gave notice that a copy of the Open Meetings Act was properly posted in the Council Chambers.

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Discussion and action on forgivable loan with Franklin Little Flyer Academy building
Motion made by Fred Beall, seconded by Kasey Loschen to approve CDA board to forgive the \$10,000 forgivable loan that was granted to Franklin Little Flyer Academy August 11, 2020.
Motion Passed.

Fred Beall: Yea, Kasey Loschen: Yea, Dave Platt: Yea, Sandy Urbina: Yea
Yea: 4, Nay: 0

Discussion and action on Garvin Auto Body and Repair application for signage and windows and doors.

Motion made by Fred Beall, seconded by Sandy Urbina to approve application pending invoices and payment from owner of Garvin Auto Body Shop. Motion Passed.

Fred Beall: Yea, Kasey Loschen: Yea, Dave Platt: Yea, Sandy Urbina: Yea
Yea: 4, Nay: 0

Discussion and action on Siel & Associates PC application for window and awning
Motion made by Fred Beall, seconded by Sandy Urbina to approve Siel & Associates PC application for window and awning pending invoices and payment. Motion Passed.

Fred Beall: Yea, Kasey Loschen: Yea, Dave Platt: Yea, Sandy Urbina: Yea
Yea: 4, Nay: 0

No Public Comments

Adjourn meeting at 11:02 PM

ATTEST:

APPROVED:

Raquel Felzien, City Clerk

Margaret Siel, Mayor

Franklin, Nebraska
August 21, 2024

A meeting of the Mayor and Council of the City of Franklin, Nebraska was held at City Hall in said City on August 21, 2024, at 5:15 PM

Upon roll call, the following board members were in attendance: Margaret Siel, Kasey Loschen, Dave Platt, Sandy Urbina, Fred Beall. Attending meeting by google meet, Margaret Siel.

Kasey Loschen gave notice that a copy of the Open Meetings Act was properly posted in the Council Chambers.

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Motion made by Sandy Urbina, seconded by Fred Beall to approve Midwest Plastering & Construction proposal for the reinforcement and restoration of the Marcellus building at 613 & 615 15th Ave Franklin, Nebraska for the total of \$822,850.00 to approve Kasey Loschen signing the contract as presented, with a final contract to be completed in September 2024. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Adjourn meeting at 7:23 PM

ATTEST:

APPROVED:

Raquel Felzien, City Clerk

Kasey Loschen, Council President

Franklin, Nebraska
August 13, 2024

A meeting of the Mayor and Council of the City of Franklin, Nebraska was held at City Hall in said City on August 13, 2024, at 4:30 PM

Upon roll call, the following board members were in attendance: Margaret Siel, Fred Beall, Kasey Loschen, Dave Platt, Sandy Urbina.

Mayor Siel gave notice that a copy of the Open Meetings Act was properly posted in the Council Chambers.

Notice of this meeting was simultaneously given to all board members and a copy of their acknowledgement of receipt of the notice and agenda was communicated in the advance notice as in the notice to the board members of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Discussion on the fiscal year 2025 budget with Joe Stump from AMGL.

Adjourn meeting at 5:54 PM

ATTEST:

APPROVED:

Raquel Felzien, City Clerk

Margaret Siel, Mayor

Aug - 2024

Cornerstone Bank & SCSB for September 10, 2024 meeting

Beginging Balance	\$1,119,671.60
Credit Transactions	\$333,707.30
Debit Transactions	\$431,826.07
ending bank balance	\$1,021,552.85

KENO CHECKING	\$609.69
CDBG checking account	\$0.00
C & D Enterprise Fund	\$64,065.36
Farmers State Bank Trust/ Health Acct	\$46,069.08

closed 8/27/24

put funds in General ACCT.

TOTAL OF ALL CHECKING ACCOUNTS **\$1,132,296.98**

CD BALANCES CORNERSTONE BANK (CERTIFICATE VALUE	RATE	MATURITY DATE	ACCOUNT TERM
CSB CD#9251	\$54,031.80	4.91%	6/14/2025	15 MONTHS
CSB CD#9365	\$54,561.87	4.91%	9/20/2025	15 MOTNHS
CSB CD#9371	\$147,406.59	4.91%	9/20/2025	15 MONTHS
CSB CD#114064	\$51,879.59	4.91%	11/05/2024	7 MONTHS
CSB CD#114800	\$150,313.22	5.05%	11/03/2024	13 MONTHS
CSB CD#115429	\$338,796.74	5.25%	11/20/2024	13 MONTHS
CSB CD# 115430	\$264,862.55	4.91%	12/20/2024	7 MONTHS
Total CBS:	\$1,061,852.36			

SOUTH CENTRAL STATE BANK (CERTIFICATE VALUE	RATE	MATURITY DATE	ACCOUNT TERM
SCSB CD#405673	\$113,919.48	4.91%	01/24/2025	6 MONTHS
SCSB CD#405490	\$286,482.15	4.96%	11/01/2024	9 MONTHS
SCSB CD#405491	\$138,535.80	4.96%	11/01/2024	9 MONTHS
SCSB CD#405525	\$427,943.62	4.91%	2/12/2025	6 MONTHS
SCSB CD#405526	\$318,782.53	4.81%	11/12/2024	9 MONTHS
SCSB CD#405571	\$51,643.35	4.91%	09/01/2024	6 MONTHS
SCSB CD#405572	\$135,515.04	4.91%	09/01/2024	6 MONTHS
SCSB CD#405616	\$52,075.03	4.91%	10/19/2024	6 MONTHS
SCSB CD#405617	\$52,075.03	4.91%	10/19/2024	6 MONTHS
Total SCSB:	\$1,576,972.03			

NEW CD

Total CD's Investments: \$2,638,824.39

GRAND TOTAL CHECKING & CD'S: \$3,771,121.37

SCSB CD#405414	\$113,919.48	4.67%	7/24/2024	9 MONTHS	cashed and renewed 7/24/24
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Total of CD's coming due in the next few months if we need the cash.	
CORNERSTONE BANK	\$540,989.55
SCSB	\$291,308.45
	\$832,298.00

BUDGET REPORT
CALENDAR 8/2024, FISCAL 11/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
05-00-4100	PROPERTY TAX	3,166.11	132,775.94	77.94	37,581.51	170,357.45
05-00-4103	CITY SALES TAX	8,740.01	107,570.86	102.45	2,570.86-	105,000.00
05-00-4211	STATE EQUALIZATION PYMT		105,903.08	82.06	23,153.60	129,056.68
05-00-4305	MISC REVENUES	48,060.00	55,990.56	447.92	43,490.56-	12,500.00
05-00-4310	DOG LICENSE/IMPOUND FEES	50.00	1,070.00	71.33	430.00	1,500.00
05-00-4320	LIQUOR/TOBACCO LICENSE		2,100.00	60.00	1,400.00	3,500.00
05-00-4340	FINES & FEES	193.00	5,926.64	79.02	1,573.36	7,500.00
05-00-4348	MOSQUITO SPRAYING/BLOOMINGTON		328.94	131.58	78.94-	250.00
05-00-4380	FRANCHISE FEES		3,620.96	72.42	1,379.04	5,000.00
05-00-4400	INSURANCE PROCEES		215,358.77	86.14	34,641.23	250,000.00
	ADMIN TOTAL	60,209.12	630,645.75	92.11	54,018.38	684,664.13
SUMMER RECREATION DEPARTMENT						
05-01-4010	BALL PARK REGISTRATIONS		2,005.00	80.20	495.00	2,500.00
05-01-4014	BALL PARK ADMISSIONS		3,101.00	95.42	149.00	3,250.00
05-01-4016	BALL PARK CONCESSIONS				700.00	700.00
05-01-4640	SUMMER REC DONATIONS	1,000.00	2,739.06	136.95	739.06-	2,000.00
	SUMMER RECREATION TOTAL	1,000.00	7,845.06	92.84	604.94	8,450.00
POOL DEPARTMENT						
05-03-4014	POOL ADMISSIONS	265.69	6,226.74	124.53	1,226.74-	5,000.00
05-03-4016	POOL CANDY	142.00	1,177.60	78.51	322.40	1,500.00
05-03-4017	SWIMMING LESSONS				1,500.00	1,500.00
05-03-4610	MISC POOL REV		280.00		280.00-	
	POOL TOTAL	407.69	7,684.34	96.05	315.66	8,000.00
PARK DEPARTMENT						
05-04-4015	RV PARK INCOME	176.53	4,030.80	268.72	2,530.80-	1,500.00
	PARK TOTAL	176.53	4,030.80	268.72	2,530.80-	1,500.00
LIBRARY DEPARTMENT						
05-08-4018	LIBRARY INCOME	98.35	1,295.15	86.34	204.85	1,500.00
05-08-4305	MISC REVENUE - LIBRARY				500.00	500.00
05-08-4350	DONATIONS - LIBRARY		10.00		10.00-	
	LIBRARY TOTAL	98.35	1,305.15	65.26	694.85	2,000.00
CEMETERY DEPARTMENT						
05-11-4020	CEMETERY INCOME	825.00	8,250.00	82.50	1,750.00	10,000.00

BUDGET REPORT
CALENDAR 8/2024, FISCAL 11/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	CEMETERY TOTAL	825.00	8,250.00	82.50	1,750.00	10,000.00
	GENERAL TOTAL	=====	=====	=====	=====	=====
		62,716.69	659,761.10	92.32	54,853.03	714,614.13
		=====	=====	=====	=====	=====
ADMIN DEPARTMENT						
12-00-4230	HIGHWAY ALLOCATIONS - STR	14,097.35	166,279.05	98.91	1,829.95	168,109.00
12-00-4231	MOTOR VEHICLE FEES - STR	1,922.94	18,381.29	105.04	881.29-	17,500.00
12-00-4305	SALE OF EQUIPMENT-STR	444.27	1,125.53		1,125.53-	
12-00-4321	ROAD TAX - STR	75.91	3,158.54	78.96	841.46	4,000.00
12-00-4331	MOTOR VEHICLE SALESTAX RECEIPT	1,766.77	24,976.33	99.91	23.67	25,000.00
	ADMIN TOTAL	-----	-----	-----	-----	-----
		18,307.24	213,920.74	99.68	688.26	214,609.00
	STREET TOTAL	=====	=====	=====	=====	=====
		18,307.24	213,920.74	99.68	688.26	214,609.00
		=====	=====	=====	=====	=====
16-00-4103	CDA CITY SALES TAX REVENUE	2,913.33	35,856.88	102.45	856.88-	35,000.00
	ADMIN TOTAL	-----	-----	-----	-----	-----
		2,913.33	35,856.88	102.45	856.88-	35,000.00
	CDA TOTAL	=====	=====	=====	=====	=====
		2,913.33	35,856.88	102.45	856.88-	35,000.00
		=====	=====	=====	=====	=====
	TOTAL REVENUE	=====	=====	=====	=====	=====
		83,937.26	909,538.72	94.33	54,684.41	964,223.13
		=====	=====	=====	=====	=====

SUMMER RECREATION DEPARTMENT

05-01-5010	FUEL		17.72	8.86	182.28	200.00
05-01-5040	ELECTRICITY BALL PARK	19.10	54.10	27.05	145.90	200.00
05-01-5110	SALARIES- SUMMER REC		2,500.00	100.00		2,500.00
05-01-5111	UMPIRE FEES		1,200.00	48.00	1,300.00	2,500.00
05-01-5120	FICA		191.25	63.75	108.75	300.00
05-01-5280	UNIFORMS				1,000.00	1,000.00
05-01-5310	CHEMICALS		153.00	61.20	97.00	250.00
05-01-5320	MATERIALS/SUPPLIES	169.67	528.73	35.25	971.27	1,500.00
05-01-5321	EQUIPMENT	596.32	857.00	42.85	1,143.00	2,000.00
05-01-5350	PRINTING		23.02	11.51	176.98	200.00
05-01-5420	MAINT/REPAIRS		988.50	65.90	511.50	1,500.00
05-01-5450	FEES/DUES		1,002.00	100.20	2.00-	1,000.00
05-01-5610	SUMMER RECREATION MISC EXPENSE		200.00	40.00	300.00	500.00
05-01-5800	CAPITAL OUTLAY- SUM REC	6,040.00	6,190.00	82.53	1,310.00	7,500.00
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BUDGET REPORT
CALENDAR 8/2024, FISCAL 11/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	SUMMER RECREATION TOTAL	6,825.09	13,905.32	65.75	7,244.68	21,150.00
	POOL DEPARTMENT					
05-03-5010	FUEL - PARK				100.00	100.00
05-03-5020	PHONE - POOL	103.70	352.29	70.46	147.71	500.00
05-03-5030	NATURAL GAS - POOL	53.70	218.70	87.48	31.30	250.00
05-03-5040	ELECTRICITY - POOL	574.11	1,815.97	121.06	315.97-	1,500.00
05-03-5110	SALARIES - POOL	9,464.70	35,218.28	100.62	218.28-	35,000.00
05-03-5120	FICA EXPENSE - POOL	724.05	2,666.72	96.97	83.28	2,750.00
05-03-5140	PROFESSIONAL - POOL		1,253.67	83.58	246.33	1,500.00
05-03-5150	INSURANCE - POOL		4,198.77	104.97	198.77-	4,000.00
05-03-5310	CHEMICALS - POOL	94.72	8,198.99	81.99	1,801.01	10,000.00
05-03-5320	MATERIAL/SUPPLIES - POOL	651.21	4,746.05	158.20	1,746.05-	3,000.00
05-03-5420	MAINTENANCE & REPAIRS - POOL	69.58	2,199.93	22.00	7,800.07	10,000.00
05-03-5440	SCHOOLING - POOL		905.00		905.00-	
05-03-5450	FEES & DUES - POOL		759.95	126.66	159.95-	600.00
05-03-5610	MISC EXPENSE - POOL				300.00	300.00
05-03-5611	SWIM TEAM EXPENSES		336.00	67.20	164.00	500.00
05-03-5630	CONTRACTS & AGREEMENTS - POOL	19.95	132.20	52.88	117.80	250.00
	POOL TOTAL	11,755.72	63,002.52	89.68	7,247.48	70,250.00
	PARK DEPARTMENT					
05-04-5010	FUEL - PARK	277.43	1,869.39	93.47	130.61	2,000.00
05-04-5020	PHONE - PARK	34.95	424.46	84.89	75.54	500.00
05-04-5040	ELECTRICITY - PARK	146.47	2,174.95	72.50	825.05	3,000.00
05-04-5070	PENSION PLAN - PARK	23.45	324.83	32.48	675.17	1,000.00
05-04-5110	SALARIES - PARK	2,809.82	17,491.23	97.17	508.77	18,000.00
05-04-5120	SOCIAL SECURITY - PARK	195.40	1,266.63	50.67	1,233.37	2,500.00
05-04-5140	PROFESSIONAL - PARK		1,259.63	83.98	240.37	1,500.00
05-04-5150	INSURANCE - PARK		2,318.56	57.96	1,681.44	4,000.00
05-04-5151	LIFE INSURANCE - PARK	3.20	35.17	17.59	164.83	200.00
05-04-5160	UNEMPLOYMENT - PARK		23.83	23.83	76.17	100.00
05-04-5190	HEALTH INSURANCE - PARK	923.23	4,357.76	124.51	857.76-	3,500.00
05-04-5192	DENTAL/VISION INS	91.79	322.41	71.65	127.59	450.00
05-04-5280	UNIFORMS - PARK		201.54	67.18	98.46	300.00
05-04-5310	CHEMICALS - PARK	50.65	309.50	17.69	1,440.50	1,750.00
05-04-5320	MATERIALS/SUPPLIES - PARK	50.18-	2,696.67	49.03	2,803.33	5,500.00
05-04-5340	OFFICE EXPENSES - PARK				1,000.00	1,000.00
05-04-5420	MAINTENANCE/REPAIRS - PARK	299.71	9,566.79	191.34	4,566.79-	5,000.00
05-04-5450	FEES & DUES - PARK		319.99		319.99-	
05-04-5610	MISCELLANEOUS - PARK				500.00	500.00
05-04-5630	CONTRACTS & AGREEMENTS -PARK	28.32	436.26	124.65	86.26-	350.00
05-04-5800	CAPITAL OUTLAY - PARK		50,000.00	100.00		50,000.00
	PARK TOTAL	4,834.24	95,399.60	94.31	5,750.40	101,150.00
	GENERAL DEPARTMENT					
05-05-5010	FUEL - GEN		259.07	172.71	109.07-	150.00

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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-05-5020	PHONE - GEN	216.59	2,228.19	111.41	228.19-	2,000.00
05-05-5040	ELECTRICITY - GEN	230.63	2,510.61	100.42	10.61-	2,500.00
05-05-5070	PENSION PLAN - GEN	379.13	3,134.70	89.56	365.30	3,500.00
05-05-5110	SALARIES - GEN	7,624.66	69,384.43	99.12	615.57	70,000.00
05-05-5120	SOCIAL SECURITY - GEN	582.68	5,237.08	104.74	237.08-	5,000.00
05-05-5140	PROFESSIONAL - GEN	2,220.00	27,137.42	135.69	7,137.42-	20,000.00
05-05-5150	INSURANCE - GEN		11,963.58	59.82	8,036.42	20,000.00
05-05-5151	LIFE INSURANCE - GEN	6.39	70.29	46.86	79.71	150.00
05-05-5160	UNEMPLOYMENT - GEN		23.83	31.77	51.17	75.00
05-05-5190	HEALTH INSURANCE - GEN	2,357.15	20,449.50	51.12	19,550.50	40,000.00
05-05-5192	VISION/DENTAL INS	242.33	2,013.94	100.70	13.94-	2,000.00
05-05-5280	UNIFORM - GEN	110.20	151.82	60.73	98.18	250.00
05-05-5310	CHEMICALS - GEN				250.00	250.00
05-05-5320	MATERIALS/SUPPLIES - GEN	299.06	8,175.70	109.01	675.70-	7,500.00
05-05-5340	OFFICE EXPENSES - GEN	81.14	3,162.98	158.15	1,162.98-	2,000.00
05-05-5350	PRINTING - GEN	100.00	100.00		100.00-	
05-05-5360	POSTAGE - GENERAL	128.80	224.75		224.75-	
05-05-5420	MAINTENANCE/REPAIRS - GEN	93.25	18,012.27	240.16	10,512.27-	7,500.00
05-05-5440	SCHOOLING - GEN	134.59	3,516.19	117.21	516.19-	3,000.00
05-05-5450	FEES & DUES - GEN	4,183.75	48,050.06	96.10	1,949.94	50,000.00
05-05-5459	ELECTION EXPENSES - GEN				500.00	500.00
05-05-5610	MISC - GENERAL	5,980.00	116,356.74	46.17	135,643.26	252,000.00
05-05-5630	CONTRACTS & AGREEMENTS- GEN	675.71	28,774.75	89.92	3,225.25	32,000.00
05-05-5800	CAPITAL OUTLAY - GEN		6,751.00	27.00	18,249.00	25,000.00
	GENERAL TOTAL	25,646.06	377,688.90	69.25	167,686.10	545,375.00
POLICE DEPARTMENT						
05-06-5010	FUEL - POL		143.50		143.50-	
05-06-5020	PHONE - POL		934.14		934.14-	
05-06-5040	ELECTRICITY		192.35		192.35-	
05-06-5070	PENSION PLAN - POL		509.72		509.72-	
05-06-5110	SALARIES - POL	1,142.70	12,661.99	50.65	12,338.01	25,000.00
05-06-5120	SOCIAL SECURITY - POL	84.74	971.65		971.65-	
05-06-5140	PROFESSIONAL - POL		1,253.67		1,253.67-	
05-06-5150	INSURANCE - POL		9,651.14		9,651.14-	
05-06-5151	LIFE INSURANCE - POL		181.82		181.82-	
05-06-5160	UNEMPLOYMENT - POL		23.83		23.83-	
05-06-5190	HEALTH INSURANCE - POL		1,617.81		1,617.81-	
05-06-5192	DENTAL/VISION INS		104.09		104.09-	
05-06-5320	MATERIALS/SUPPLIES - POL		44.60		44.60-	
05-06-5360	POSTAGE - POL		6.55		6.55-	
05-06-5420	MAINTENANCE/REPAIRS - POL		2,002.04		2,002.04-	
05-06-5610	MISCELLANEOUS - POL		200.00		200.00-	
05-06-5630	CONTRACTS & AGREEMENTS - POL	6,032.00	112,859.90	112.86	12,859.90-	100,000.00
	POLICE TOTAL	7,259.44	143,358.80	114.69	18,358.80-	125,000.00
LIBRARY DEPARTMENT						
05-08-5020	PHONE - LIB	109.65	1,204.41	92.65	95.59	1,300.00

BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-08-5040	ELECTRICITY - LIB	142.39	2,764.53	61.43	1,735.47	4,500.00
05-08-5070	PENSION PLAN - LIB	227.37	1,830.11	107.65	130.11-	1,700.00
05-08-5110	SALARIES - LIB	5,526.74	43,193.56	101.39	593.56-	42,600.00
05-08-5111	SALARIES- CLEANING	50.00	550.00	91.67	50.00	600.00
05-08-5120	SOCIAL SECURITY - LIB	410.97	3,213.16	107.11	213.16-	3,000.00
05-08-5140	PROFESSIONAL - LIB		1,253.67	83.58	246.33	1,500.00
05-08-5150	INSURANCE - LIB		1,833.97	91.70	166.03	2,000.00
05-08-5151	LIFE INSURANCE - LIB	45.88	544.17	544.17	444.17-	100.00
05-08-5160	UNEMPLOYMENT - LIB		23.83	23.83	76.17	100.00
05-08-5190	HEALTH INSURANCE - LIB	628.57	7,278.12	90.98	721.88	8,000.00
05-08-5192	DENTAL/VISION INS	72.67	594.20	99.03	5.80	600.00
05-08-5280	UNIFORMS - LIB	38.28	186.60	93.30	13.40	200.00
05-08-5310	CHEMICALS - LIB				50.00	50.00
05-08-5320	MATERIALS/SUPPLIES - LIB	143.59	1,414.54	88.41	185.46	1,600.00
05-08-5340	OFFICE EXPENSES - LIB	133.81	631.94	42.13	868.06	1,500.00
05-08-5420	MAINTENANCE/REPAIRS - LIB	32.23	215.98	21.60	784.02	1,000.00
05-08-5440	SCHOOLING - LIB	62.58	317.43	26.45	882.57	1,200.00
05-08-5450	FEES & DUES - LIB	45.74	1,651.35	106.54	101.35-	1,550.00
05-08-5610	MISCELLANEOUS - LIB				100.00	100.00
05-08-5630	CONTRACTS & AGREEMENTS - LIB	193.82	2,165.67	86.63	334.33	2,500.00
05-08-5662	SUMMER READING PROGRAM - LIB		1,014.89	101.49	14.89-	1,000.00
05-08-5800	CAPITAL OUTLAY - LIB		120.00	6.00	1,880.00	2,000.00
05-08-5801	BOOKS/VIDEOS/MAG.LIB	400.50	5,715.82	91.45	534.18	6,250.00
	LIBRARY TOTAL	8,264.79	77,717.95	91.49	7,232.05	84,950.00
CEMETERY DEPARTMENT						
05-11-5010	FUEL - CEM	78.80	779.62	64.97	420.38	1,200.00
05-11-5020	PHONE-CEMETERY				300.00	300.00
05-11-5070	PENSION PLAN - CEM	6.55	317.83	37.39	532.17	850.00
05-11-5110	SALARIES - CEM	2,527.18	17,373.16	115.82	2,373.16-	15,000.00
05-11-5120	SOCIAL SECURITY - CEM	172.30	1,260.58	102.90	35.58-	1,225.00
05-11-5140	PROFESSIONAL - CEM		1,253.67	83.58	246.33	1,500.00
05-11-5150	INSURANCE - CEM		1,203.56	100.30	3.56-	1,200.00
05-11-5151	LIFE INSURANCE - CEM	3.19	35.12	7.02	464.88	500.00
05-11-5160	UNEMPLOYMENT - CEM		23.83	31.77	51.17	75.00
05-11-5190	HEALTH INSURANCE - CEM	934.66	4,412.68	117.67	662.68-	3,750.00
05-11-5192	DENTAL/VISION INS	87.24	324.37	64.87	175.63	500.00
05-11-5310	CHEMICALS - CEM		258.85	25.89	741.15	1,000.00
05-11-5320	MATERIALS/SUPPLIES - CEM		113.13	3.77	2,886.87	3,000.00
05-11-5420	MAINTENANCE/REPAIRS - CEM	1,364.96	2,155.83	30.80	4,844.17	7,000.00
05-11-5450	FEES & DUES - CEM				300.00	300.00
05-11-5610	MISCELLANEOUS - CEM				300.00	300.00
05-11-5630	CONTRACTS & AGREEMENTS - CEM	32.25	88.72	88.72	11.28	100.00
05-11-5800	CAPITAL OUTLAY - CEM		8,000.00	88.89	1,000.00	9,000.00
	CEMETERY TOTAL	5,207.13	37,600.95	80.34	9,199.05	46,800.00
	GENERAL TOTAL	69,792.47	808,674.04	81.30	186,000.96	994,675.00

BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
12-00-5010	FUEL - STR	1,265.22	10,214.18	81.71	2,285.82	12,500.00
12-00-5020	PHONE - STR	77.85	856.08	85.61	143.92	1,000.00
12-00-5040	ELECTRICITY - STR	1,574.38	21,591.59	78.51	5,908.41	27,500.00
12-00-5070	PENSION PLAN - STR	389.80	3,220.09	99.08	29.91	3,250.00
12-00-5110	SALARIES - STR	6,497.00	53,676.07	93.35	3,823.93	57,500.00
12-00-5120	SOCIAL SECURITY - STR	497.88	3,839.39	80.83	910.61	4,750.00
12-00-5140	PROFESSIONAL - STR		5,033.37	77.44	1,466.63	6,500.00
12-00-5150	INSURANCE - STR		13,822.22	76.79	4,177.78	18,000.00
12-00-5151	LIFE INSURANCE - STR	5.18	56.98	56.98	43.02	100.00
12-00-5160	UNEMPLOYMENT - STR		23.83	23.83	76.17	100.00
12-00-5190	HEALTH INSURANCE - STR	2,545.72	35,279.66	100.80	279.66	35,000.00
12-00-5192	DENTAL/VISION INS	214.53	1,444.48	96.30	55.52	1,500.00
12-00-5280	UNIFORMS - STR				200.00	200.00
12-00-5310	CHEMICALS - STR		443.46	88.69	56.54	500.00
12-00-5320	MATERIALS/SUPPLIES - STR	58.67	2,889.50	105.07	139.50	2,750.00
12-00-5340	OFFICE EXPENSES - STR				500.00	500.00
12-00-5380	SAND AND GRAVEL - STR		4,539.95	90.80	460.05	5,000.00
12-00-5390	CEMENT - STR		851.88	8.52	9,148.12	10,000.00
12-00-5400	SIGNS - STR		4,610.91	61.48	2,889.09	7,500.00
12-00-5420	MAINTENANCE/REPAIRS - STR	4,830.90	35,565.44	88.91	4,434.56	40,000.00
12-00-5421	ARMOR COATING - STR		20,620.95	51.55	19,379.05	40,000.00
12-00-5422	TAC COTE AND COLD MIX - STR		16,987.50	1,698.75	15,987.50	1,000.00
12-00-5423	ICE MELT - STR				2,500.00	2,500.00
12-00-5450	FEES & DUES - STR	70.05	70.05	14.01	429.95	500.00
12-00-5630	CONTRACTS & AGREEMENTS -STREET	28.40	312.40	62.48	187.60	500.00
12-00-5800	CAPITAL OUTLAY - STR		61,051.00	93.92	3,949.00	65,000.00
	ADMIN TOTAL	18,055.58	297,000.98	86.43	46,649.02	343,650.00
	STREET TOTAL	18,055.58	297,000.98	86.43	46,649.02	343,650.00
15-00-5640	DONATIONS- COMMUNITY BETTERMNT		150.00	17.96	685.00	835.00
	ADMIN TOTAL	.00	150.00	17.96	685.00	835.00
	COMMUNITY BETTERMENT TOTAL	.00	150.00	17.96	685.00	835.00
16-00-5640	CDA EXPENDITURE	300,000.00	348,409.40	99.40	2,090.60	350,500.00
16-00-5700	REVOLVING LOAN		17,597.93	25.14	52,402.07	70,000.00
16-00-5705	PROFESSIONAL FEES		667.00		667.00	
	ADMIN TOTAL	300,000.00	366,674.33	87.20	53,825.67	420,500.00

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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	CDA TOTAL	300,000.00	366,674.33	87.20	53,825.67	420,500.00
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	TOTAL EXPENSES	387,848.05	1,472,499.35	83.68	287,160.65	1,759,660.00
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	NET PROFIT/LOSS:	303,910.79-	562,960.63-	70.77	232,476.24-	795,436.87-

BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	60,209.12	630,645.75	92.11	54,018.38	684,664.13
	SUMMER RECREATION TOTAL	1,000.00	7,845.06	92.84	604.94	8,450.00
	POOL TOTAL	407.69	7,684.34	96.05	315.66	8,000.00
	PARK TOTAL	176.53	4,030.80	268.72	2,530.80-	1,500.00
	LIBRARY TOTAL	98.35	1,305.15	65.26	694.85	2,000.00
	CEMETERY TOTAL	825.00	8,250.00	82.50	1,750.00	10,000.00
	GENERAL TOTAL	62,716.69	659,761.10	92.32	54,853.03	714,614.13
	ADMIN TOTAL	18,307.24	213,920.74	99.68	688.26	214,609.00
	STREET TOTAL	18,307.24	213,920.74	99.68	688.26	214,609.00
	TOTAL REVENUE	81,023.93	873,681.84	94.02	55,541.29	929,223.13
	SUMMER RECREATION TOTAL	6,825.09	13,905.32	65.75	7,244.68	21,150.00
	POOL TOTAL	11,755.72	63,002.52	89.68	7,247.48	70,250.00
	PARK TOTAL	4,834.24	95,399.60	94.31	5,750.40	101,150.00
	GENERAL TOTAL	25,646.06	377,688.90	69.25	167,686.10	545,375.00
	POLICE TOTAL	7,259.44	143,358.80	114.69	18,358.80-	125,000.00

BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	LIBRARY TOTAL	8,264.79	77,717.95	91.49	7,232.05	84,950.00
	CEMETERY TOTAL	5,207.13	37,600.95	80.34	9,199.05	46,800.00
	GENERAL TOTAL	69,792.47	808,674.04	81.30	186,000.96	994,675.00
	ADMIN TOTAL	18,055.58	297,000.98	86.43	46,649.02	343,650.00
	STREET TOTAL	18,055.58	297,000.98	86.43	46,649.02	343,650.00
	TOTAL EXPENSES	87,848.05	1,105,675.02	82.62	232,649.98	1,338,325.00
	NET PROFIT/LOSS:	6,824.12-	231,993.18-	56.71	177,108.69-	409,101.87-

BUDGET REPORT
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ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
01-00-4010	CONSUMERS REVENUE - ELEC	138,978.13	1,083,463.59	77.39	316,536.41	1,400,000.00
01-00-4050	PENALTY REVENUE - ELEC	667.89	8,355.98	111.41	855.98-	7,500.00
01-00-4300	INTEREST - ELEC	354.38	3,746.65	124.89	746.65-	3,000.00
01-00-4500	METER DEPOSITS		4,800.00	160.00	1,800.00-	3,000.00
01-00-4610	MISC REVENUES - ELEC	63.35	3,656.96	91.42	343.04	4,000.00
	ADMIN TOTAL	140,063.75	1,104,023.18	77.89	313,476.82	1,417,500.00
POWER PLANT DEPARTMENT						
01-10-4360	NPPD AGREEMENT REV - PP	27,355.00	136,855.00	82.94	28,145.00	165,000.00
01-10-4361	NPPD PLANT GENERATION - PP				1,000.00	1,000.00
01-10-4362	NPPD REIMB NATURAL GAS - PP	412.57	2,273.77	75.79	726.23	3,000.00
01-10-4363	NPPD REIMB CELL PHONE - PP	60.00	220.00	91.67	20.00	240.00
	POWER PLANT TOTAL	27,827.57	139,348.77	82.34	29,891.23	169,240.00
	ELECTRIC TOTAL	167,891.32	1,243,371.95	78.36	343,368.05	1,586,740.00
ADMIN DEPARTMENT						
02-00-4010	CONSUMERS REVENUE - WTR	23,545.60	186,514.98	81.09	43,485.02	230,000.00
02-00-4011	LRNRD WATER INCOME - WTR	5,888.72	65,235.27	144.97	20,235.27-	45,000.00
02-00-4020	MISC WATER INCOME	20.60	969.72	32.32	2,030.28	3,000.00
02-00-4050	PENALTY REVENUE - WTR	104.00	1,433.50	95.57	66.50	1,500.00
02-00-4300	INTEREST - WATER	354.38	3,746.65	136.24	996.65-	2,750.00
	ADMIN TOTAL	29,913.30	257,900.12	91.37	24,349.88	282,250.00
	WATER TOTAL	29,913.30	257,900.12	91.37	24,349.88	282,250.00
ADMIN DEPARTMENT						
03-00-4010	CONSUMERS REVENUE - SWR	9,830.41	106,434.55	92.55	8,565.45	115,000.00
03-00-4050	PENALTY REVENUE - SWR	69.73	969.31	96.93	30.69	1,000.00
03-00-4300	INTEREST -SEWER	354.38	3,746.65	124.89	746.65-	3,000.00
	ADMIN TOTAL	10,254.52	111,150.51	93.40	7,849.49	119,000.00
	SEWER TOTAL	10,254.52	111,150.51	93.40	7,849.49	119,000.00
SANITATION DEPARTMENT						
04-07-4010	CONSUMERS REVENUE - SAN	17,215.60	171,113.48	97.78	3,886.52	175,000.00

BUDGET REPORT
CALENDAR 8/2024, FISCAL 11/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
04-07-4050	PENALTY REVENUE - SAN	101.51	1,492.00	99.47	8.00	1,500.00
04-07-4200	C & D REVENUE - SAN	2,741.90	13,681.10	195.44	6,681.10-	7,000.00
04-07-4300	INTEREST - SAN	354.38	3,746.54	124.88	746.54-	3,000.00
	SANITATION TOTAL	20,413.39	190,033.12	101.89	3,533.12-	186,500.00
WASTE REDUCTION DEPARTMENT						
04-14-4012	RECYCLING REVENUE - WR	278.00	5,277.45	351.83	3,777.45-	1,500.00
04-14-4304	COUNTY REIMBURSEMENT/WAGES - W		13,020.40	108.50	1,020.40-	12,000.00
	WASTE REDUCTION TOTAL	278.00	18,297.85	135.54	4,797.85-	13,500.00
	SANITATION/WASTE REDUCT TOTAL	20,691.39	208,330.97	104.17	8,330.97-	200,000.00
	TOTAL REVENUE	228,750.53	1,820,753.55	83.22	367,236.45	2,187,990.00

ADMIN DEPARTMENT

01-00-5010	FUEL - ELEC	177.09	2,385.04	59.63	1,614.96	4,000.00
01-00-5020	PHONE - ELEC	37.45	411.95	54.93	338.05	750.00
01-00-5030	NATURAL GAS - ELEC	44.07	1,214.16	80.94	285.84	1,500.00
01-00-5041	POWER PURCHASED - ELEC	74,546.86	658,030.60	79.76	166,969.40	825,000.00
01-00-5070	PENSION PLAN - ELEC	779.92	6,077.29	93.50	422.71	6,500.00
01-00-5110	SALARIES - ELEC	12,545.95	99,774.49	99.77	225.51	100,000.00
01-00-5120	SOCIAL SECURITY - ELEC	916.66	7,041.85	92.05	608.15	7,650.00
01-00-5140	PROFESSIONAL - ELEC	270.00	3,004.17	133.52	754.17-	2,250.00
01-00-5150	INSURANCE - ELEC		8,252.85	71.76	3,247.15	11,500.00
01-00-5151	LIFE INSURANCE - ELEC	19.17	210.87	84.35	39.13	250.00
01-00-5160	UNEMPLOYMENT - ELEC		23.83	23.83	76.17	100.00
01-00-5190	HEALTH INSURANCE - ELEC	5,741.13	59,342.42	118.68	9,342.42-	50,000.00
01-00-5192	DENTAL/VISION INS	451.15	3,391.94	96.91	108.06	3,500.00
01-00-5240	DISTRIBUTION SUPPLIES - ELEC	272.86	8,228.55	41.14	11,771.45	20,000.00
01-00-5280	UNIFORM - ELEC	1,185.41	1,409.06	112.72	159.06-	1,250.00
01-00-5310	CHEMICALS - ELEC				300.00	300.00
01-00-5320	MATERIALS/SUPPLIES - ELEC	550.04	1,165.05	77.67	334.95	1,500.00
01-00-5340	OFFICE EXPENSES - ELEC	50.98	198.98	13.27	1,301.02	1,500.00
01-00-5360	POSTAGE - ELEC	33.00	820.50	82.05	179.50	1,000.00
01-00-5420	MAINTENANCE/REPAIRS - ELEC	47.99	1,154.21	23.08	3,845.79	5,000.00
01-00-5440	SCHOOLING - ELEC		1,793.24	149.44	593.24-	1,200.00
01-00-5450	FEES & DUES - ELEC	1,794.00	2,314.00	92.56	186.00	2,500.00
01-00-5620	MISC REBATE REFUND	155.76	1,062.18	53.11	937.82	2,000.00
01-00-5630	CONTRACTS & AGREEMENTS - ELEC	140.02	6,566.32	87.55	933.68	7,500.00
01-00-5710	FRONTDESK SERVICE CHARGES	197.00	331.10		331.10-	
01-00-5800	CAPITAL OUTLAY - ELEC				51,000.00	51,000.00

BUDGET REPORT
CALENDAR 8/2024, FISCAL 11/2024

Table with columns: ACCOUNT NUMBER, ACCOUNT TITLE, MONTH BALANCE, YTD BALANCE, PERCENT OF BUDGET, REMAINING BUDGET, TOTAL BUDGET. Rows include ADMIN TOTAL, POWER PLANT DEPARTMENT (NATURAL GAS, SALARIES, FICA EXPENSE, INSURANCE, MATERIALS/SUPPLIES, MAINTENANCE/REPAIRS, CONTRACTS & AGREEMENTS), ELECTRIC TOTAL, ADMIN DEPARTMENT (FUEL, PHONE, ELECTRICITY, PENSION PLAN, SALARIES, SOCIAL SECURITY, PROFESSIONAL, INSURANCE, LIFE INSURANCE, UNEMPLOYMENT, HEALTH INSURANCE, DENTAL/VISION INS, DISTRIBUTION SUPPLIES, UNIFORMS, MATERIALS/SUPPLIES, OFFICE EXPENSES, POSTAGE, MAINTENANCE/REPAIRS, SCHOOLING, FEES & DUES, LABORATORY TESTING/MONITORING, CONTRACTS & AGREEMENTS, CAPITAL OUTLAY), ADMIN TOTAL, WATER TOTAL.

BUDGET REPORT
CALENDAR 8/2024, FISCAL 11/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
03-00-5010	FUEL - SWR	197.39	658.07	43.87	841.93	1,500.00
03-00-5040	ELECTRICITY - SWR	143.04	3,319.27	78.10	930.73	4,250.00
03-00-5070	PENSION PLAN - SWR	232.09	1,773.79	88.69	226.21	2,000.00
03-00-5110	SALARIES - SWR	3,885.87	29,753.88	95.98	1,246.12	31,000.00
03-00-5120	SOCIAL SECURITY - SWR	249.51	1,792.62	71.70	707.38	2,500.00
03-00-5140	PROFESSIONAL - SWR		1,253.67	83.58	246.33	1,500.00
03-00-5150	INSURANCE - SWR		1,364.00	109.12	114.00-	1,250.00
03-00-5151	LIFE INSURANCE		31.92	31.92	68.08	100.00
03-00-5160	UNEMPLOYMENT		23.83	23.83	76.17	100.00
03-00-5190	HEALTH INSURANCE - SWR	1,854.29	15,947.42	144.98	4,947.42-	11,000.00
03-00-5192	DENTAL/VISION INS	150.18	1,106.89	110.69	106.89-	1,000.00
03-00-5310	CHEMICALS - SWR	4,023.09	21,404.68	107.02	1,404.68-	20,000.00
03-00-5320	MATERIALS/SUPPLIES - SWR	249.54	4,192.22	4,192.22	4,092.22-	100.00
03-00-5340	OFFICE EXPENSES - SWR	50.98	101.48	6.77	1,398.52	1,500.00
03-00-5360	POSTAGE - SWR		787.50	157.50	287.50-	500.00
03-00-5420	MAINTENANCE/REPAIRS - SEWER		1,803.89	6.01	28,196.11	30,000.00
03-00-5630	CONTRACTS & AGREEMENTS -SEWER	61.48	3,577.53	17.89	16,422.47	20,000.00
03-00-5800	CAPITAL OUTLAY - SWR		15,040.80	75.20	4,959.20	20,000.00
	ADMIN TOTAL	11,097.46	103,933.46	70.08	44,366.54	148,300.00
	SEWER TOTAL	11,097.46	103,933.46	70.08	44,366.54	148,300.00

SANITATION DEPARTMENT

04-07-5010	FUEL - SAN	1,351.87	13,872.94	77.07	4,127.06	18,000.00
04-07-5020	PHONE - SANITATION	69.90	768.90	90.46	81.10	850.00
04-07-5070	PENSION PLAN - SAN	404.95	2,874.53	287.45	1,874.53-	1,000.00
04-07-5110	SALARIES - SAN	6,788.13	63,133.08	105.22	3,133.08-	60,000.00
04-07-5120	SOCIAL SECURITY - SAN	487.39	4,540.29	90.81	459.71	5,000.00
04-07-5140	PROFESSIONAL - SAN		1,907.42	38.15	3,092.58	5,000.00
04-07-5150	INSURANCE - SAN		11,003.79	220.08	6,003.79-	5,000.00
04-07-5151	LIFE INSURANCE		44.73		44.73-	
04-07-5160	UNEMPLOYMENT		23.83	23.83	76.17	100.00
04-07-5190	HEALTH INSURANCE - SAN	982.09	5,900.35	73.75	2,099.65	8,000.00
04-07-5192	DENTAL/VISION INS	233.89	1,346.07	134.61	346.07-	1,000.00
04-07-5280	UNIFORMS	137.19	267.18	106.87	17.18-	250.00
04-07-5300	OIL - SAN				3,000.00	3,000.00
04-07-5320	MATERIALS/SUPPLIES - SAN	269.96	1,388.49	27.77	3,611.51	5,000.00
04-07-5340	OFFICE EXPENSES - SAN	79.87	170.80	11.39	1,329.20	1,500.00
04-07-5360	POSTAGE - SAN	87.99	875.49	87.55	124.51	1,000.00
04-07-5420	MAINTENANCE/REPAIRS - SAN	3,601.08	15,598.30	51.99	14,401.70	30,000.00
04-07-5450	FEES & DUES - SAN		6,051.56	86.45	948.44	7,000.00
04-07-5451	DISPOSAL FEES - SAN	2,866.81	27,356.09	68.39	12,643.91	40,000.00
04-07-5475	C & D TICKET FEE	125.00	1,160.00	232.00	660.00-	500.00
04-07-5630	CONTRACTS & AGREEMENTS -SAN	94.10	9,121.00	304.03	6,121.00-	3,000.00
04-07-5800	CAPITAL OUTLAY - SAN				15,000.00	15,000.00
04-07-5850	C&D CLOSURE/POST-CLOSURE EXP		14,056.00	281.12	9,056.00-	5,000.00

BUDGET REPORT
CALENDAR 8/2024, FISCAL 11/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	SANITATION TOTAL	17,580.22	181,460.84	84.32	33,739.16	215,200.00
WASTE REDUCTION DEPARTMENT						
04-14-5010	FUEL - WR	21.45	175.56	70.22	74.44	250.00
04-14-5040	ELECTRICITY - WR	69.48	1,349.37	67.47	650.63	2,000.00
04-14-5070	PENSION PLAN - WR		16.82		16.82-	
04-14-5110	SALARIES - WR		280.32		280.32-	
04-14-5120	SOCIAL SECURITY - WR		20.99		20.99-	
04-14-5140	PROFESSIONAL - WR		1,253.67	71.64	496.33	1,750.00
04-14-5150	INSURANCE - WR		1,233.86	123.39	233.86-	1,000.00
04-14-5160	UNEMPLOYMENT		23.81	23.81	76.19	100.00
04-14-5190	HEALTH INSURANCE - WR		40.04		40.04-	
04-14-5310	CHEMICALS - WR				250.00	250.00
04-14-5420	MAINTENANCE/REPAIRS - WR		734.52	24.48	2,265.48	3,000.00
04-14-5800	CAPITAL OUTLAY - WR				1,500.00	1,500.00
	WASTE REDUCTION TOTAL	90.93	5,128.96	52.07	4,721.04	9,850.00
	SANITATION/WASTE REDUCT TOTAL	17,671.15	186,589.80	82.91	38,460.20	225,050.00
	TOTAL EXPENSES	145,998.81	1,325,426.46	73.01	489,923.54	1,815,350.00
	NET PROFIT/LOSS:	82,751.72	495,327.09	132.92	122,687.09-	372,640.00

BUDGET REPORT
CALENDAR 8/2024, FISCAL 11/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	140,063.75	1,104,023.18	77.89	313,476.82	1,417,500.00
	POWER PLANT TOTAL	27,827.57	139,348.77	82.34	29,891.23	169,240.00
	ELECTRIC TOTAL	167,891.32	1,243,371.95	78.36	343,368.05	1,586,740.00
	ADMIN TOTAL	29,913.30	257,900.12	91.37	24,349.88	282,250.00
	WATER TOTAL	29,913.30	257,900.12	91.37	24,349.88	282,250.00
	ADMIN TOTAL	10,254.52	111,150.51	93.40	7,849.49	119,000.00
	SEWER TOTAL	10,254.52	111,150.51	93.40	7,849.49	119,000.00
	SANITATION TOTAL	20,413.39	190,033.12	101.89	3,533.12-	186,500.00
	WASTE REDUCTION TOTAL	278.00	18,297.85	135.54	4,797.85-	13,500.00
	SANITATION/WASTE REDUCT TOTAL	20,691.39	208,330.97	104.17	8,330.97-	200,000.00
	TOTAL REVENUE	228,750.53	1,820,753.55	83.22	367,236.45	2,187,990.00
	ADMIN TOTAL	99,956.51	874,204.65	78.92	233,545.35	1,107,750.00
	POWER PLANT TOTAL	2,969.53	35,441.34	47.57	39,058.66	74,500.00
	ELECTRIC TOTAL	102,926.04	909,645.99	76.94	272,604.01	1,182,250.00

BUDGET REPORT
CALENDAR 8/2024, FISCAL 11/2024

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	14,304.16	125,257.21	48.22	134,492.79	259,750.00
	WATER TOTAL	14,304.16	125,257.21	48.22	134,492.79	259,750.00
	ADMIN TOTAL	11,097.46	103,933.46	70.08	44,366.54	148,300.00
	SEWER TOTAL	11,097.46	103,933.46	70.08	44,366.54	148,300.00
	SANITATION TOTAL	17,580.22	181,460.84	84.32	33,739.16	215,200.00
	WASTE REDUCTION TOTAL	90.93	5,128.96	52.07	4,721.04	9,850.00
	SANITATION/WASTE REDUCT TOTAL	17,671.15	186,589.80	82.91	38,460.20	225,050.00
	TOTAL EXPENSES	145,998.81	1,325,426.46	73.01	489,923.54	1,815,350.00
	NET PROFIT/LOSS:	82,751.72	495,327.09	132.92	122,687.09-	372,640.00

C CTR DESCRIPTION	REG HRS	OT HRS	VAC HRS	SCK HRS	TOT HRS	REG AMT	OT AMT	VAC AMT	SCK AMT	TOT AMT	DEDUCTIONS
10010 ELECTRIC	118.06	6.94	14.25	11.94	153.19	2920.46	232.45	329.03	307.79	3825.51	371.46
11010 POWER PLANT	7.00	.00	.00	.00	7.00	180.08	.00	.00	.00	180.08	.00
12010 STREET	41.00	.00	44.00	.00	85.00	1095.08	.00	1165.12	.00	2260.20	143.21
20010 WATER	63.06	11.81	.00	5.06	81.93	1298.00	342.09	.00	95.56	1771.43	.00
30010 SEWER	55.06	8.44	.00	2.94	68.44	1097.47	226.79	.00	52.55	1412.59	.00
40710 SANITATION	95.57	5.56	.00	5.06	108.19	1937.35	151.60	.00	95.57	2220.30	194.80
50310 POOL	337.25	.00	.00	.00	337.25	3749.63	.00	.00	.00	3749.63	.00
50410 PARK	46.00	.13	.00	.00	46.13	954.35	.00	.00	.00	954.35	.00
50510 GENERAL	96.25	11.50	.00	.00	107.75	2668.85	414.00	.00	.00	3082.85	178.83
50810 LIBRARY	120.50	2.00	.00	.00	122.50	1772.67	.00	.00	.00	1772.67	149.11
51110 CEMETERY	43.00	.12	.00	.00	43.12	869.27	.00	.00	.00	869.27	.00
99999 SPLIT PAY	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	534.32
TOTAL	1022.75	46.50	58.25	25.00	1160.50	18543.21	1366.93	1494.15	551.47	22098.88	1571.73

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City of Franklin

OPER: MK
JRNL 2393

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PAID THROUGH 8/27/2024

COST CENTER REPORT

LAST PAY MONTH

CALENDAR 8/2024, FISCAL 11/2024 DATES 8/27/2024 -- 8/30/2024

C CTR DESCRIPTION	REG HRS	OT HRS	VAC HRS	SCK HRS	TOT HRS	REG AMT	OT AMT	VAC AMT	SCK AMT	TOT AMT	DEDUCTIONS
10010 ELECTRIC	150.44	12.81	6.75	.00	170.31	3674.25	484.46	155.86	.00	4320.16	681.33
11010 POWER PLANT	8.00	1.75	.00	.00	9.75	226.88	74.45	.00	.00	301.33	.00
12010 STREET	56.00	.00	24.00	.00	80.00	1482.88	.00	635.52	.00	2118.40	308.22
20010 WATER	56.07	7.94	.00	.00	71.95	1135.82	138.30	.00	.00	1437.55	.00
30010 SEWER	52.06	.43	.00	.00	60.42	1022.37	1.68	.00	.00	1187.48	.00
40710 SANITATION	96.18	9.32	7.75	.00	113.57	1959.44	161.06	156.86	.00	2282.95	219.09
50310 POOL	82.75	.00	.00	.00	82.75	942.69	.00	.00	.00	942.69	.00
50410 PARK	45.25	.00	.00	.00	46.25	932.89	.00	.00	.00	952.89	.00
50510 GENERAL	59.25	1.50	20.75	.00	81.50	1422.00	63.81	498.00	.00	1983.81	271.85
50610 POLICE	.00	.00	.00	.00	.00	553.85	.00	.00	.00	553.85	.00
50810 LIBRARY	105.00	.00	.00	11.00	116.00	1555.02	.00	.00	170.94	1725.96	149.11
51110 CEMETERY	39.00	3.50	.00	.00	43.50	780.00	.00	.00	.00	800.00	.00
99999 SPLIT PAY	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1213.32
TOTAL	750.00	37.25	59.25	11.00	876.00	15688.09	923.76	1446.24	170.94	18607.07	2842.92

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
				CORNERSTONE CHECK ACCT BK#1				
09102024	1	9/10/24	9/10/24	943 BUSH DESIGN RENDERINGS FOR MARCELLUS BLDG	150.00	05	05-05-5450	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	150.00			
09102024	1	9/10/24	9/10/24	794 AMANDA SHELTON MILEAGE/ONEWAY/LIBRARY	126.63	05	05-08-5440	1
	2			BOOK/LIBRARY	15.00	05	05-08-5801	1
				INVOICE TOTAL	141.63			
				VENDOR TOTAL	141.63			
09102024	1	9/10/24	9/10/24	427 ARMOR EQUIPMENT MAINT/STREET SWEEPER	1,934.28	12	12-00-5420	1
				INVOICE TOTAL	1,934.28			
				VENDOR TOTAL	1,934.28			
09102024	1	9/10/24	9/10/24	963 ATLAS AUTOMATION LLC MAINT/WATER/SEWER SYST. PANEL	240.00	02	02-00-5420	1
	2			MAINT/WATER/SEWER SYST. PANEL	240.00	03	03-00-5420	1
				INVOICE TOTAL	480.00			
				VENDOR TOTAL	480.00			
09102024	1	9/10/24	9/10/24	755 BAKER & TAYLOR BOOKS/LIBRARY	399.42	05	05-08-5801	1
				INVOICE TOTAL	399.42			
				VENDOR TOTAL	399.42			
09102024	1	9/10/24	9/10/24	886 MELODIE LYNN TURNER BELLAMY PROFESSIONAL FEE	2,004.00	05	05-05-5140	1
				INVOICE TOTAL	2,004.00			
				VENDOR TOTAL	2,004.00			
09102024	1	9/10/24	9/10/24	164 MIKE BOWER SUPPLIES/POWER PLANT	162.59	01	01-10-5420	1
				INVOICE TOTAL	162.59			
				VENDOR TOTAL	162.59			
09102024	1	9/10/24	9/10/24	628 CENTRAL PLAINS LIBRARY SYSTEM DUES/LIBRARY	50.00	05	05-08-5450	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	50.00			
09102024	1	9/10/24	9/10/24	691 CHRISTIE MALL CLEANING	80.00	05	05-05-5450	1
				INVOICE TOTAL	80.00			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
				VENDOR TOTAL	80.00			
09102024	1	9/10/24	9/10/24	15 CITY OF HOLDREGE DISPOSAL FEES	2,804.90	04	04-07-5451	1
				INVOICE TOTAL	2,804.90			
				VENDOR TOTAL	2,804.90			
09102024	1	9/10/24	9/10/24	20 COOPERATIVE PRODUCERS INC FUEL	272.66	01	01-00-5010	1
	2			FUEL	281.26	03	03-00-5010	1
	3			FUEL	29.75	04	04-07-5010	1
	4			FUEL/PROPANE	53.46	14	04-14-5010	1
	5			FUEL	840.40	12	12-00-5010	1
	6			CHEMICALS	50.65	12	12-00-5310	1
	7			FUEL	93.58	05	05-04-5010	1
	8			FUEL	78.72	05	05-05-5010	1
				INVOICE TOTAL	1,700.48			
				VENDOR TOTAL	1,700.48			
09102024	1	9/10/24	9/10/24	962 CYPRESS ENGINE ACCESSORIES LLC MAINT/ENGINE/POWER PLANT	48,506.20	01	01-10-5420	1
				INVOICE TOTAL	48,506.20			
				VENDOR TOTAL	48,506.20			
09102024	1	9/10/24	9/10/24	333 DITCH WITCH UNDERCON MAINT/WATER	155.19	02	02-00-5420	1
				INVOICE TOTAL	155.19			
				VENDOR TOTAL	155.19			
09102024	1	9/10/24	9/10/24	688 DUNCAN WELDING MAINT/WATER LOAD OUT @ PP	24.34	02	02-00-5420	1
				INVOICE TOTAL	24.34			
				VENDOR TOTAL	24.34			
09102024	1	9/10/24	9/10/24	33 DUTTON-LAINSON COMPANY STREET LIGHTS	1,208.76	12	12-00-5420	1
	2			DIST. SUPPLIES/ELECT	414.07	01	01-00-5420	1
				INVOICE TOTAL	1,622.83			
				VENDOR TOTAL	1,622.83			
09102024	1	9/10/24	9/10/24	55 EAKES OFFICE SOLUTIONS EGOLD FAX/LIB	25.74	05	05-08-5450	1
	2			EGOLD FAX/GEN	19.25	05	05-05-5450	1
	3			COPIES/LIB	24.47	05	05-08-5450	1
	4			COPIES/GEN	32.60	05	05-05-5450	1
				INVOICE TOTAL	102.06			
				VENDOR TOTAL	102.06			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				36 CITY OF FRANKLIN-ELECTRIC FUND				
09102024	1	9/10/24	9/10/24	ELECTRICITY	515.15	02	02-00-5040	1
	2			ELECTRICITY	135.76	03	03-00-5040	1
	3			ELECTRICITY	93.26	05	05-04-5040	1
	4			ELECTRICITY	236.11	05	05-05-5040	1
	5			ELECTRICITY	150.91	05	05-08-5040	1
	6			ELECTRICITY	1,664.47	12	12-00-5040	1
	7			ELECTRICITY	74.43	14	04-14-5040	1
	8			ELECTRICITY	557.25	05	05-03-5040	1
				INVOICE TOTAL	3,427.34			
				VENDOR TOTAL	3,427.34			
				65 FRANKLIN AUTO PARTS				
09102024	1	9/10/24	9/10/24	SUPPLIES/WATER	20.97	02	02-00-5320	1
	2			MAINT/STREET	17.59	12	12-00-5420	1
	3			SUPPLIES/PARK	32.91	05	05-04-5320	1
	4			SUPPLIES/POWER PLANT	64.64	01	01-10-5320	1
	5			SUPPLIES/SAN	96.25	04	04-07-5320	1
				INVOICE TOTAL	232.36			
				VENDOR TOTAL	232.36			
				86 FRANKLIN COUNTY CHRONICLE				
09102024	1	9/10/24	9/10/24	ADS/PUBLICATIONS	338.10	05	05-05-5630	1
	2			ADS/PUBLICATIONS	46.05	05	05-08-5630	1
				INVOICE TOTAL	384.15			
				VENDOR TOTAL	384.15			
				39 FRANKLIN COUNTY SHERIFF				
09102024	1	9/10/24	9/10/24	LAW ENFORCEMENT	6,032.00	05	05-06-5630	1
				INVOICE TOTAL	6,032.00			
				VENDOR TOTAL	6,032.00			
				891 GERDES FEED & SUPPLY LLC				
09102024	1	9/10/24	9/10/24	MAINT/MOWERS/CEM/PARK	131.13	05	05-04-5420	1
	2			MAINT/MOWERS/CEM/PARK	131.13	05	05-11-5420	1
				INVOICE TOTAL	262.26			
				VENDOR TOTAL	262.26			
				393 GLENWOOD TELECOMMUNICATIONS				
09102024	1	9/10/24	9/10/24	PHONE/INTERNET	71.45	02	02-00-5020	1
	2			PHONE/INTERNET	37.45	01	01-00-5020	1
	3			PHONE/INTERNET	109.78	05	05-08-5020	1
	4			PHONE/INTERNET	69.90	04	04-07-5020	1
	5			PHONE/INTERNET	103.67	05	05-03-5020	1
	6			PHONE/INTERNET	34.95	12	12-00-5020	1
	7			PHONE/INTERNET	34.95	05	05-04-5020	1
	8			PHONE/INTERNET	178.32	05	05-05-5020	1
				INVOICE TOTAL	640.47			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	640.47			
09102024	1	9/10/24	9/10/24	800 HARLAN COUNTY ABSTRACT INC TITLE SEARCH/907 15TH/T.DAVIS	100.00	05	05-05-5450	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			
09102024	1	9/10/24	9/10/24	185 HOLMES PLBG & HTG SUPPLY CO. MATIN/SWIMMING POOL SHOWER	285.34	05	05-03-5420	1
				INVOICE TOTAL	285.34			
				VENDOR TOTAL	285.34			
09102024	1	9/10/24	9/10/24	54 JIM'S OK TIRE INC LOADER TIRES/STREET	2,211.00	12	12-00-5420	1
	2			TIRE DISPOSAL/SAN	28.00	04	04-07-5420	1
				INVOICE TOTAL	2,239.00			
				VENDOR TOTAL	2,239.00			
09102024	1	9/10/24	9/10/24	446 MIDLANDS CONTRACTING, INC CLEANING OF SEWER/YEARLY	14,895.10	03	03-00-5420	1
	2			LIFT STATION CLEANING	1,700.00	03	03-00-5420	1
				INVOICE TOTAL	16,595.10			
				VENDOR TOTAL	16,595.10			
09102024	1	9/10/24	9/10/24	535 MADISON NATIONAL LIFE INSURANCE	6.39	05	05-08-5151	1
	2			INSURANCE	5.18	12	12-00-5151	1
	3			INSURANCE	6.39	05	05-05-5151	1
	4			INSURANCE	19.17	01	01-00-5151	1
	5			INSURANCE	3.20	05	05-04-5151	1
	6			INSURANCE	3.19	05	05-11-5151	1
	7			INSURANCE	6.39	04	04-07-5151	1
				INVOICE TOTAL	49.91			
				VENDOR TOTAL	49.91			
09102024	1	9/10/24	9/10/24	79 MUNICIPAL SUPPLY, INC DIST SUPPLIES/WATER	1,964.41	02	02-00-5240	1
				INVOICE TOTAL	1,964.41			
				VENDOR TOTAL	1,964.41			
09102024	1	9/10/24	9/10/24	72 NEBRASKA MUNICIPAL CLERKS ASSN DUES/RF	100.00	05	05-05-5450	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			
09102024	1	9/10/24	9/10/24	569 PAULSEN INC CEMENT REPAIR/PARK/RV PARK	354.83	05	05-04-5420	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	2			CEMENT REPAIR/POWER PLANT	354.83	01	01-10-5420	1
	3			CEMENT REPAIR/J STREET	354.84	12	12-00-5420	1
				INVOICE TOTAL	1,064.50			
				VENDOR TOTAL	1,064.50			
				99 PITSTOP & SHOP				
09102024	1	9/10/24	9/10/24	FUEL	221.84	05	05-11-5010	1
	2			FUEL	143.43	05	05-04-5010	1
				INVOICE TOTAL	365.27			
				VENDOR TOTAL	365.27			
				52 PLANKS LUMBER & HARDWARE				
09102024	1	9/10/24	9/10/24	SUPPLIES/POWER PLANT	7.86	01	01-10-5420	1
	2			SUPPLIES/PARK	32.99	05	05-04-5320	1
	3			MAINT/STREET	27.18	12	12-00-5420	1
				INVOICE TOTAL	68.03			
				VENDOR TOTAL	68.03			
				63 RIGHTWAY GROCERY				
09102024	1	9/10/24	9/10/24	ACCT#901 SUPPLIES/POOL	18.91	05	05-03-5320	1
	2			ACCT#134 SUPPLIES/GENERAL	63.57	05	05-05-5320	1
	3			ACCT#134 SUPPLIES/SAN	18.18	04	04-07-5320	1
	4			ACCT#134 SUPPLIES/STREET	11.10	12	12-00-5320	1
				INVOICE TOTAL	111.76			
				VENDOR TOTAL	111.76			
				62 S.E. SMITH & SONS				
09102024	1	9/10/24	9/10/24	MAINT/WATER	114.06	02	02-00-5420	1
	2			PVC FENCE/PARK/HAIL STORM	3,439.35	05	05-04-5420	1
				INVOICE TOTAL	3,553.41			
				VENDOR TOTAL	3,553.41			
				126 SCHMIDT COMPUTER SYSTEMS				
09102024	1	9/10/24	9/10/24	COMPUTER/LIBRARY	660.00	05	05-08-5800	1
				INVOICE TOTAL	660.00			
				VENDOR TOTAL	660.00			
				46 SOUTHERN PUBLIC POWER DIST.				
09102024	1	9/10/24	9/10/24	POWER	68,897.69	01	01-00-5041	1
	2			POWER	1,438.00	02	02-00-5040	1
				INVOICE TOTAL	70,335.69			
				VENDOR TOTAL	70,335.69			
				384 TERRY L. CARPENTER, JR.				
09102024	1	9/10/24	9/10/24	PEST CONTROL	28.32	01	01-10-5630	1
	2			PEST CONTROL	28.32	05	05-08-5630	1
	3			PEST CONTROL	28.32	05	05-04-5630	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	4			PEST CONTROL	28.32	05	05-05-5630	1
	5			PEST CONTROL	28.32	05	05-05-5630	1
	6			PEST CONTROL	28.40	12	12-00-5630	1
				INVOICE TOTAL	170.00			
				VENDOR TOTAL	170.00			
09102024	1	9/10/24	9/10/24	180 USA BLUE BOOK SUPPLIES/TRASH PUMP	1,215.65	02	02-00-5320	1
	2			SUPPLIES/TRASH PUMP	1,215.64	03	03-00-5320	1
				INVOICE TOTAL	2,431.29			
				VENDOR TOTAL	2,431.29			
09102024	1	9/10/24	9/10/24	3 VERIZON WIRELESS PHONE	42.90	12	12-00-5020	1
	2			PHONE	40.01	05	05-05-5020	1
				INVOICE TOTAL	82.91			
				VENDOR TOTAL	82.91			
09102024	1	9/10/24	9/10/24	90 US DEPARTMENT OF ENERGY POWER	6,096.60	01	01-00-5041	1
				INVOICE TOTAL	6,096.60			
				VENDOR TOTAL	6,096.60			
09102024	1	9/10/24	9/10/24	115 WESCO RECEIVABLES CORP 2 HARNESS/ELECTRIC DEPT/MB/SC	1,412.19	01	01-00-5320	1
				INVOICE TOTAL	1,412.19			
				VENDOR TOTAL	1,412.19			
				CORNERSTONE CHECK ACCT TOTAL	178,981.91			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	178,981.91			
				GRAND TOTALS	178,981.91			

Reviewed and Approved at September 10, 2024			
Date	Vendor	Amount	Item
8/30/24	Aflac	\$958.89	Insurance
8/1/24	BCBS	\$10,842.92	Insurance
8/19/24	Black Hills Energy	\$510.34	gas bill
8/14/24	Capital One/Menards	\$96.24	supplies/park
8/19/24	Caspian Creates	\$540.00	Website/Calendar fee/Accessiblity
08/23/24	Conrnerstone Bank	\$239.95	Supplies/checks
08/12/24	Delta Dental	\$562.18	Insurance
8/2/24	EFTPS	\$4,360.56	Payroll taxes
8/16/24	EFTPS	\$4,575.38	Payroll taxes
8/30/24	EFTPS	\$3,647.96	Payroll taxes
8/1/24	Freedom Claims	\$3,000.00	Insurance
8/27/24	Hill, Hunter	\$61.85	meter deposit refund
8/26/24	Hometown Leasing	\$407.38	lease agreement
8/30/24	Liberty National	\$39.49	Payroll
8/7/24	MG Trust	\$1,924.34	Payroll retirement
08/23/24	MG Trust	\$1,980.25	Payroll retirement
9/4/24	MG Trust	\$1,928.37	Payroll retirement
8/20/24	NE Dept of Rev	\$6,938.38	Sales Tax
08/30/2024	NE Dept of Rev	\$1,015.61	Paryroll tax
08/02/2024	Payroll	\$17,490.14	Payroll
8/16/2024	Payroll	\$17,069.21	Payroll
8/30/24	Payroll	\$12,954.83	Payroll
8/27/24	Petty, Cathy	\$93.91	meter deposit refund
9/5/24	Quadient Finance/NEO Post	\$350.00	Postage
08/29/24	Quadient Leasing	\$179.97	lease agreement/postal machine
08/22/24	Midwest Plaster Com.	\$200,000.00	repairs/Marcellus bldg
08/30/24	midwest Plaster Com.	\$100,000.00	repairs/Marcellus bldg
08/29/24	Mrkicka, Riley & Abigail	\$122.70	meter deposit refund
08/02/24	US Bank	\$4,131.86	credit card pymt/lost June pmyt
08/02/24	VSP	\$185.87	Insurance
	TOTAL CLAIMS REPORT:	\$396,208.58	
	Bills to be paid online:		
9/11/2024	U.S. Bank	\$2,140.39	
	CDA GRANT PAYMENTS	to be paid 9/11/2024	
Date	Vendor	Amount	Item
9/11/2024	Siel & Associates PC	\$4,337.53	CDA COMM. GRANT
9/11/2024	Garvin Auto Body	\$5,571.82	CDA COMM. GRANT
		\$0.00	CDA COMM. GRANT
	Total:	\$9,909.35	
	Approved 9/10/2024		
	Council Beall	Council Urbina	
	Council Platt	Coucil Loschen	



CITY OF FRANKLIN

Application for Zoning Permit

Date of Application: 3-12-24 Phone Number: 308-470-0998

Homeowner Name: Andy Corp. Finish Line Construction Email: _____

Legal Description of Property and residence address:
20 All of Lot 16'; w 100 6' of Lots 13-15
Greenwood Addn. Franklin Bloomington

Name of Contractor (business or individual): Finish Line Construction

PERMIT TYPE & FEE CALCULATION

NOTE: The cost (fee) for each permit is listed next to the permit type. Check one

- | New Structure Permit (\$25.00)
- | Addition to Existing Structure Permit (\$25.00)
- | Remodeling of Existing Structure Permit (\$25.00)
- | Demolition of a Structure Permit (\$25.00)
- | Moving a Structure Permit (\$25.00)
- | Fence Building Permit (\$25.00)
- | Water System Connection Permit (\$10.00)

Total project valuation: \$ 50,000

Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit: Building metal
wood frame - Storage Building

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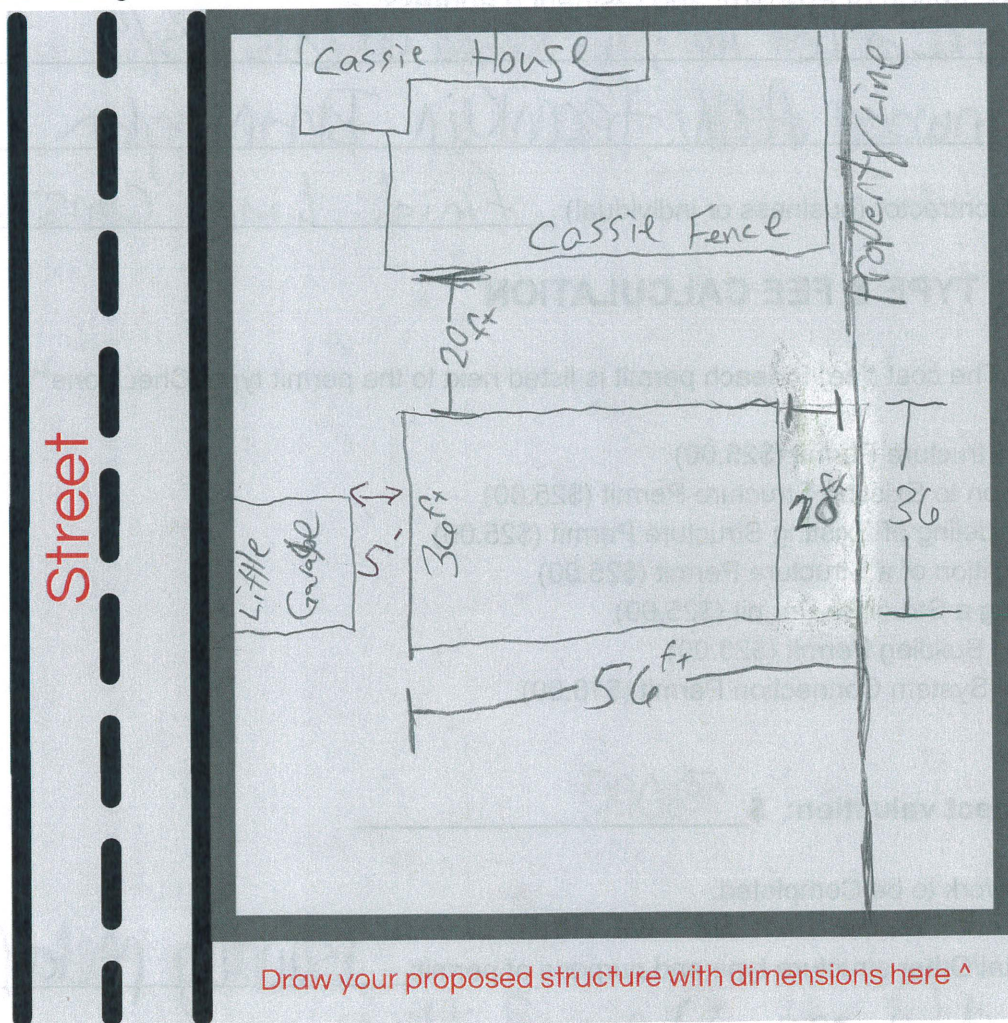


Application for Zoning Permit

Draw an outline of the structure here (required):

***Show all dimensions of the lot, building, front yard, side yards, rear yard, garages and other buildings. The proposed structure in residential must be at least five (5) feet on the sides and (7) feet inside the rear yard (10) feet from front property lines unless you are a corner lot.

Commercial storage units ask for regulations.



Draw your proposed structure with dimensions here ^

Continued on Next Page →



+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939





CITY OF FRANKLIN

Application for Building Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska.

Applicant Signature: Andy Guba Date: 3-12-24

OFFICE USE ONLY

Permit# 2024-29

| APPROVED

| DECLINED

Date Approved/Declined: 9/06/2024

Date of Permit Expiry: 9/06/2025

If declined, reason for declination: _____

[Signature]
Zoning Enforcement Officer Signature

City Clerk Signature





Application for Zoning Permit

Date of Application: 9-4-24 Phone Number: 308-991-1763 308-991-0154

Homeowner Name: Bernice Imman Email: berniceiman@gmail.com

Legal Description of Property and residence address:
PT SE 1/4 NW 1/4 NON DESCRIBI FR MR

Name of Contractor (business or individual): _____

PERMIT TYPE & FEE CALCULATION

NOTE: The cost (fee) for each permit is listed next to the permit type. Check one

- | New Structure Permit (\$25.00)
- | Addition to Existing Structure Permit (\$25.00)
- | Remodeling of Existing Structure Permit (\$25.00)
- | Demolition of a Structure Permit (\$25.00)
- | Moving a Structure Permit (\$25.00)
- | Fence Building Permit (\$25.00)
- | Water System Connection Permit (\$10.00)

Total project valuation: \$ 50,000⁰⁰

Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit: wood

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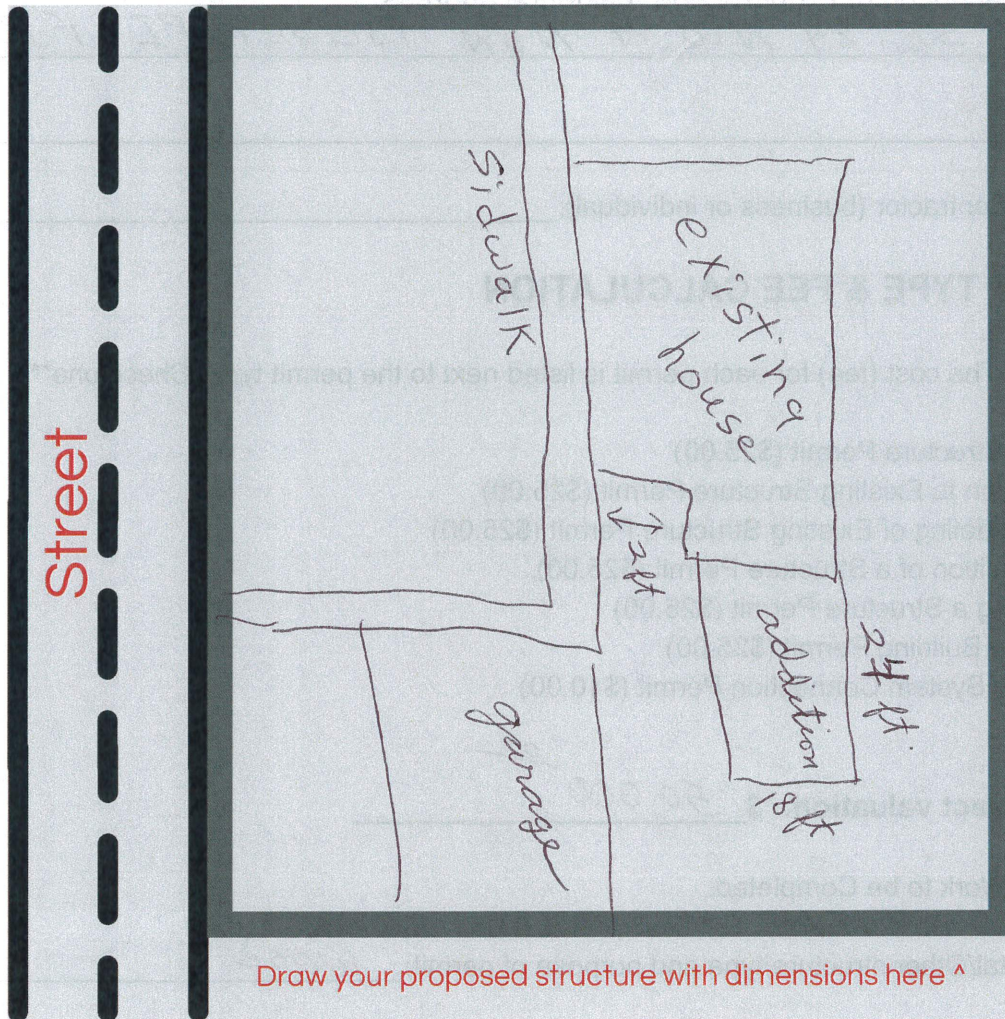


Application for Zoning Permit

Draw an outline of the structure here (required):

***Show all dimensions of the lot, building, front yard, side yards, rear yard, garages and other buildings. The proposed structure in residential must be at least five (5) feet on the sides and (7) feet inside the rear yard (10) feet from front property lines unless you are a corner lot.

Commercial storage units ask for regulations.



Draw your proposed structure with dimensions here ^

Continued on Next Page →



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619 15th Ave., Franklin, NE 68939





CITY OF FRANKLIN

Application for Zoning Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska.

Applicant Signature: Bernice Lman Date: 9-4-24

OFFICE USE ONLY

Permit# 2024-030

APPROVED

DECLINED

Date Approved/Declined: 9/06/2024

Date of Permit Expiry: 9/06/2025

If declined, reason for declination: _____

[Signature]
Zoning Enforcement Officer Signature

Council Approval Signature



CODE OF CONDUCT STATEMENT

Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members (Council Members, as well as Board, Commission, and Committee Members) shall work for the common good of the people of Franklin and not for any private or personal interest and they shall assure fair and equal treatment of all persons, claims, and transactions coming before the Franklin City Council or a City of Franklin Board, Commission, or Committee.

Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, use of inappropriate language or profanity, personal charges or verbal attacks upon other members of the Council, Boards, Commissions, Committees, staff, or members of the public. Members shall exhibit respect for all people and shall be sensitive to different cultures, ethnicities, and backgrounds.

Members acknowledge that they act collectively as a governing body during public meetings. Members acknowledge that they do not have authority to make decisions or take individual actions on behalf of the City, unless expressly directed to do so by the City Council, Board, Commission, or Committee.

Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the City Council governing deliberation of public policy issues. Members shall encourage meaningful involvement of the public and implementation of policy decisions of the City Council by City staff.

Members shall respect the confidentiality of information concerning property, City personnel, and affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial, or other private interests.

When members or staff engage in conversation with residents, applicants, developers, and officials of other governmental agencies, they shall be cautious not to make representations or promises about future actions of the Council, Boards, Commissions, and Committees. Members

acknowledge future actions of the Council, Board, Commission, or Committee cannot be promised or predicted with certainty.

Conduct of Public Meetings

Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the Council, Board, Commission, or Committee and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings. For the purpose of establishing the public record and informing members of the public, they shall articulate reasons for policy decisions. Members acknowledge that within the public setting surprises are counterproductive and agree not to spring a surprise on each other or staff during a public meeting. If in doubt, members shall meet with staff beforehand and members shall not ask staff sensitive questions in a public meeting.

Members acknowledge the importance of their attendance at meetings of their respective body. Members shall make it a priority to be in attendance at all meetings, arrive on time, and stay for the duration of the meeting.

Conflict of Interest

In accordance with the *Nebraska Political Accountability and Disclosure Act*, and in order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

Gifts and Favors

Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors, or promises of future benefits, which might compromise their independence of judgment or action or give the appearance of being compromised.

Use of Public Resources

Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies, or facilities, for private gain or personal purposes. Members, individually, shall not direct, order, or make demands on any City employee, other than inquiries that can be answered routinely and without research.

Representation of Private Interests

In keeping with their role as stewards of the public interest, Council Members shall not appear on behalf of the private interests of third parties before the Council or any Board, Commission, or Committee, or proceeding of the City, nor shall members of the Board, Commission, or Committee appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

Advocacy

Members shall represent the official policies of the City Council, Board, Commission, or Committee to the best of their ability when designated as delegates for such purpose. When presenting their individual opinions or positions, members shall explicitly state they do not represent their body or the City of Franklin nor shall they allow the inference that they do.

Members shall leave decisions made at the public meetings at the meeting and shall refrain from disputing such decisions at a later date or later public meeting.

Policy Role Matters

Members shall respect and adhere to the Mayor-Council-Administrator form of Franklin City government as outlined by the Municipal Code. In this structure, the City Council determines the policies of the City with the advice, information, and analysis provided by the public, Boards, Commissions, or Committees, and City staff.

Go through City Administration

Except as provided in the Franklin Municipal Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall members impair the ability of staff to implement Council, Board, Commission, or Committee decisions.

Independence of Boards and Commissions

Because of the value of the independent advice of Boards, Commissions, and Committees to the public decision making process, members of the Council shall refrain from using their position to unduly influence the deliberations of outcomes of Board, Commission, and Committee proceedings.

Positive Workplace Environment

Members shall support the maintenance of a positive and constructive workplace environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees in order to not create the perception of inappropriate direction to staff.

Implementation

As an expression of the standard of conduct for members expected by the City, the Franklin Code of Conduct is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, standards of conduct shall be included in the regular orientations for candidates for City Council, applicants to Boards, Commissions, and Committees, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Franklin Code of Conduct.

Board Member

Date



FRANKLIN COUNTY SHERIFFS OFFICE



Bryon Detlefsen, Sheriff

405 15th Avenue
P.O. Box 292
Franklin, NE. 68939

Office: (308) 425-6231
Fax: (308) 425-3261
sheriff@franklincountyne.gov

Monthly Report for the City of Franklin

The following report is activity for the month of August 2024

Dispatch received 124 calls that generated a number in our CAD system regarding activities within the City Limits,

Deputies patrolled 117 hours.

In addition to patrol hours Deputies had 72 hours spent on calls, which Deputies spent a lot of time with Domestic situations, Dog and Traffic issues. We have issued Willful Reckless Driving citations.

Sheriff Bryon Detlefsen



INTEGRATED SECURITY SOLUTIONS

INTEGRATED SECURITY SOLUTIONS, LLC
1710 West 2nd Street
Hastings, NE 68901
(402) 462-0348/Info@iss-ne.net

SCHEDULE OF EQUIPMENT AND SERVICES

Describe Equipment (Model #): _____

Describe Services: _____

INTEGRATED SECURITY SOLUTIONS, LLC:

SUBSCRIBER:

By: _____
Signature

Signature by Authorized Officer (Name must be printed below)

Print Name

Title

Date



INTEGRATED SECURITY SOLUTIONS

1710 West 2nd Street
Hastings, NE 68901
(402) 462-0348 / info@iss-ne.net

AGREEMENT FOR SERVICES

Customer: _____ Date: _____
Customer Address: _____ Protected Premises: _____
City/State/Zip: _____ Address: _____
Telephone Number: _____ City/State/Zip: _____

1. INTEGRATED SECURITY SOLUTIONS, LLC (hereinafter referred to as "ISS" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic system consisting of the equipment and services described below and/or in the **attached Schedule of equipment and Services.**
2. **DESCRIPTION OF EQUIPMENT AND SERVICES:**
Check Services Provided:
 Central Station Monitoring Service Inspection Remote Subscriber Access/Cameras Access Control Administration
 Alarm Signal Verification System Software/Updates Support Virtual Keypad Services Other: (See Attached Schedule of Equipment and Services.)
 Cellular Connection Self-Monitoring (By other means than Virtual Keypad)
3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF ISS:** Provided Subscriber performs this agreement for the full term, upon termination ISS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by ISS is the intellectual property of ISS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. The Equipment shall remain Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by ISS. ISS' signs and decals remain the property of ISS and must be removed upon termination of this agreement.
4. **CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:**
SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:
Billing shall be: Monthly Quarter Annually Semi-Annually Annually

(a) **CENTRAL STATION MONITORING CHARGES:** Subscriber agrees to pay ISS:

- (i) The sum of \$ _____, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.
- (ii) The sum of \$ _____ per month for the monitoring of the System for the term of this agreement.

(b) **SERVICE (Select i or ii)**

- (i) Subscriber agrees to pay ISS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay ISS for all parts and labor at time of service. Subscriber is not obligated to call ISS for per call service and ISS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than ISS during warranty period relieves ISS of any further obligations under the Limited Warranty.

Subscriber to initial for per call service option: _____

- (ii) Subscriber agrees to pay ISS for service of the equipment the sum of \$ _____ per month for the term of this agreement.

(c) **INSPECTION AND TESTING:** Subscriber agrees to pay ISS \$ _____ annually for the term of this agreement for inspection services. If this option selected ISS will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirement ISS will notify Subscriber in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which ISS has no responsibility or liability.

(d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay ISS the sum of \$ _____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, ISS or its designated central station shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by ISS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CCTV / AUDIO / SELF-MONITORING:** Subscriber agrees to pay ISS the sum of \$ _____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

- Recording Device Central Station Remote Video / Audio Monitoring for Live Streaming
 Video Clips Monitored Upon Alarm Activation Only Verification Recorded Video Clips Cloud Service Data Storage and Retrieval
 Remote Access by Subscriber Video Data to Subscriber's Smart Phone Self-Monitoring Audio Other (describe):

- (f) ACCESS CONTROL ADMINISTRATION SERVICES:** Subscriber agrees to pay ISS the sum of \$ _____ per month for the term of this agreement. Select Access Control Administration services to be provided:
- Remote Access Administration On-Site Administration Data Storage Data Backup
- (g) System Software Support/Remote Updates of Software/Firmware:** Subscriber agrees to pay ISS the sum of \$ _____ per month for the term of this agreement
- (h) Virtual Keypad Services/Self-Monitoring:** Subscriber agrees to pay ISS the sum of \$ _____ per month for the term of this agreement for self-monitoring services. Self-Monitoring is provided by third party vendors who facilitate signals and data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Central Station Monitoring, signals from Subscriber's system will not be monitored by and no signals will be received by any professional central station.
- (i) Cellular Services:** Subscriber agrees to pay ISS the sum of \$ _____ per month for the term of this agreement, for self-monitoring services.

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of five years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof ISS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. ISS may invoice Subscriber in advance monthly, quarterly, or annually at ISS' option. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. CENTRAL STATION MONITORING SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's system, ISS or its designee central station shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from ISS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of ISS or ISS' designee central station and ISS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of ISS and are not maintained by ISS except ISS may own the radio network, and ISS shall not be responsible for any failure which prevents transmission signals from reaching the central station monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. The Fire System and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish ISS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, ISS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with ISS' notification obligation. All changes and revisions shall be supplied to ISS in writing. Subscriber authorizes ISS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central station to monitor video or sound then upon receipt of an alarm signal, central station shall monitor video or sound for so long as central station, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests ISS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay ISS \$85.00 for each such service. If Subscriber requests ISS to reprogram system functions remotely, Subscriber shall pay ISS \$85.00 for each such service, and any change in programming requires a full physical test of all fire alarm components pursuant to NFPA 72 and AHJ requirements which testing shall be at Subscriber's expense at ISS' customary charges. ISS may, without prior notice, suspend or terminate its services, in ISS' sole discretion, in event of Subscriber's default in performance of this agreement or in event central station facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by ISS.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and ISS shall service upon Subscriber's request the alarm system installed in Subscriber's premises between the hours of 8 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the alarm system as originally installed without ISS' written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by ISS, the equipment will transmit data via Subscriber's high-speed Internet, cellular or radio communication service from remote device supplied by ISS or Subscriber's Internet or wireless connection device which is compatible with ISS' remote services. ISS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which ISS has no control. The remote services server is provided either by ISS or a third party. ISS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. ISS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology or any other established criteria for encryption and ISS shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. ISS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, ISS will authorize Subscriber access. ISS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and ISS shall have no liability for such third-party unauthorized access. ISS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. ISS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service ISS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. ISS shall have no liability for data corruption or inability to retrieve data even if caused by ISS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by ISS and ISS has no responsibility for such access or IP address service. ISS shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided ISS will maintain the data base for the operation of the Access Control System. Subscriber will advise ISS of all change in personnel and or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to ISS regarding personnel access must be in writing via email or fax to addresses designated by ISS. ISS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. ISS shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, ISS shall store data received from Subscriber's system for one year. ISS shall have no liability for data corruption or inability to retrieve data even if caused by ISS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by ISS and ISS has no responsibility for such access or IP address service. If system has remote access ISS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. ISS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. ISS has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

LIMITED WARRANTY ON SALE

12. In the event that any part of the equipment becomes defective, ISS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. ISS reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. ISS is not the manufacturer of the equipment and other than ISS' limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, ISS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and ISS shall not be liable for consequential damages.** ISS does not represent nor warrant that the system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **ISS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than ISS. Subscriber acknowledges that any affirmation of fact or promise made by ISS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on ISS' skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that ISS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for ISS' breach of this agreement or negligence to any degree under this agreement is to require ISS to repair or replace, at ISS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, ISS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

13. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: ISS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including ISS' negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of ISS, ISS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay ISS the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of ISS on less than 24-hour notice to ISS. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of ISS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should ISS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ISS for such service or material.

14. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS / PERMIT FEES / NON-SOLICITATION / ADDITIONAL COSTS / OTHER LICENSED TRADES / CO AND ECB VIOLATIONS / AND EXPERT WITNESS FEES: Subscriber is responsible for all alarm permits and permit fees, agrees to file for and maintain any permits required by applicable law and AHJ and indemnify or reimburse ISS for any fees or fines relating to permits, code compliance or false alarms. ISS shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should ISS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ISS for such service or material. Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of ISS assigned by ISS to perform any service for or on behalf of Subscriber for a period of two years after ISS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, ISS shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with ISS, times twelve, together with ISS' counsel and expert witness fees. Subscriber is responsible for engaging licensed trades to perform any work which ISS is not licensed to perform interconnecting the fire alarm to HVAC, elevators, appliances and other electronic and mechanical systems. It is Subscriber's responsibility to obtain a Certificate of Occupancy for the intended use of the premises affected by the fire alarm or obtain a Letter of No Objection from the AHJ if a Certificate of Occupancy is not available. It is Subscriber's sole responsibility to cure any building or Environmental Control Board violations. In the event Subscriber or any third party subpoenas or summons ISS requiring any services or appearances, Subscriber agrees to pay ISS \$150 per hour for such services and appearances. Subscriber shall reimburse ISS for any central station charges for excessive signals.

15. FIRE ALARMS: Unless the Schedule of Equipment and Services provides for a fire alarm system to code ISS makes no representation that the fire alarm equipment meets local code, fire department or any Authority Having Jurisdiction [AHJ] requirements, and it is not ISS' responsibility to apply for any permits or fees in connection with such equipment. The law requires and ISS recommends that Subscriber install a Fire Alarm System to code with plans and specifications filed with AHJ, properly permitted, inspected and approved by AHJ. Subscriber represents that existing fire alarm system is approved by AHJ and that any repairs or replacement parts installed by ISS are not additional equipment which would require AHJ approval. ISS may in its sole discretion notify AHJ if ISS' services are to be terminated or have terminated or that the fire alarm system is not functioning and ISS is unable to provide monitoring or the fire alarm system is otherwise non-compliant with applicable fire codes.

16. TESTING OF SYSTEM: The parties hereto agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the equipment and to notify ISS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. ISS shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, ISS shall, during the warranty or repair service plan period, service the equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 5p.m. Subscriber agrees to test and inspect the equipment and to advise ISS of any defect, error or omission in the equipment. In the event Subscriber complies with the terms of this agreement and ISS fails to repair the equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the equipment is in need of repair to ISS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the equipment is in issue, the Subscriber shall be precluded from raising the issue that the equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by ISS, evidencing that warranty service was requested by Subscriber.

17. CARE AND SERVICE OF SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the System which shall remain in the same location as installed. All repairs, replacement or alteration of the system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the system as originally installed without ISS' written consent.

18. ALTERATION OF PREMISES FOR INSTALLATION: ISS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in ISS' sole discretion for the installation and service of the system, and ISS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the system under the terms of this agreement.

19. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by ISS.

20. LIEN LAW: ISS or any subcontractor engaged by ISS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

21. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless ISS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by ISS' performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against ISS or ISS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of ISS. ISS shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

22. EXCULPATORY CLAUSE: ISS and Subscriber agree that ISS is not an insurer and no insurance coverage is offered herein. The system, equipment, and ISS' services are designed to detect and reduce certain risks of loss, though ISS does not guarantee that no loss or damage will occur. ISS is not assuming liability, and therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by ISS' breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. Subscriber releases ISS from any claims for contribution, indemnity or subrogation.

23. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and ISS is named as additional insured and which shall cover any loss or damage ISS' services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or ISS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. ISS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against ISS and its subcontractors for loss or damages caused by perils intended to be detected by ISS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

24. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ISS AS A RESULT OF ISS BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF ISS' OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON ECONOMIC, IN CONTRACT OR IN TORT, THAT ISS' LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE ISS' AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH ISS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

25. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by ISS, the payments to be made by the Subscriber for the term of this agreement form an integral part of ISS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix ISS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to ISS Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and ISS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. ISS may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement and deactivate the System without relieving Subscriber of any obligation herein and may notify AHJ of termination.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its reasonable legal fees from the other party. In any action commenced by ISS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER AGREES THAT SUBSCRIBER MAY BRING CLAIMS AGAINST ISS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement and is authorized to conduct proceedings by telephone, video or by submission of papers. By agreeing to this arbitration provision you are waiving your right to a jury trial, waiving your right to appeal the arbitration award and waiving your right to participate in a class action. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Nebraska and agree that any litigation or arbitration between the parties may be commenced and maintained in the county where ISS' principal place of business is located or Nassau County, New York.

The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against ISS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

26. ISS' RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that ISS is authorized and permitted to subcontract any services to be provided by ISS to third parties who may be independent of ISS, and that ISS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints ISS to act as Subscriber's agent with respect to such third parties, except that ISS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to ISS' disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central station of ISS.

27. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS / FIRE STOP BREACH: Subscriber shall notify ISS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event ISS discovers the presence of suspected asbestos or other hazardous material, ISS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate ISS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If ISS, in its sole discretion, determines that continuing the work poses a risk to ISS or its employees or agents, ISS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate ISS for all services rendered and material provided to date of termination. ISS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall ISS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof. ISS shall have no liability for any breach of fire stops or for inspection or certification of integrity of fire stops in the premises.

28. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of ISS assigned by ISS to perform any service for or on behalf of Subscriber for a period of two years after ISS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, ISS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with ISS, times twelve, together with ISS' counsel and expert witness fees.

29. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ISS for any fees or fines relating to permits or false alarms. ISS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons ISS requiring any services or appearances, Subscriber agrees to pay ISS \$150 per hour for such services and appearances. Subscriber shall reimburse ISS for any central station charges for excessive, run-a-way or false alarm signals.

30. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants ISS a security interest in the equipment installed by ISS and ISS is authorized to file a financing statement.

31. CREDIT INVESTIGATION: Subscriber and any guarantor authorize ISS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

32. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

**INTEGRATED SECURITY
SOLUTIONS, LLC:**

SUBSCRIBER:

By: _____
Signature

Subscriber: Signature by Authorized Officer _____ Title of Person Signing _____

Print Name of Subscriber _____

Subscriber's Email Address: _____

Tax ID or EIN _____

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS# _____

Print Name _____

RESOLUTION #2024-10
A RESOLUTION ACKNOWLEDGING NEBRASKA DEPARTMENT OF TRANSPORTATION
REQUIREMENTS FOR THE TEMPORARY USE OF THE STATE HIGHWAY
SYSTEM FOR SPECIAL EVENTS

_____ introduced the following resolution and moved its adoption:

WHEREAS the City of Franklin will allow the Franklin County 4-H to sponsor and organize a Parade of Lights parade/event. We, the City of Franklin, appoint the Franklin County 4-H to organize, on the City of Franklin's behalf, a Parade of Lights parade/event; and

WHEREAS, the City of Franklin accepts control of the highway for the Parade of Lights, which will be held from 1001 M Street east to Main Street (Hwy 136), then south to J Street (beginning and ending locations for closure of the highway) on **Sunday November 03, 2024** from 6:00 p.m. to approximately 7:30 p.m. or immediately after the parade, at which time the city will relinquish control of this section of Highway 136 back to the Nebraska Department of Roads. The highway traffic will be re-routed from 10th and M to 16th & M Streets north to 16th and P Streets then west on P Street to 10th Street then south on 10th Street back to Highway 136; and

WHEREAS, during the above time period of this event, the City of Franklin acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

NOW, THEREFORE, BE IT RESOLVED, that during the above time period of this event, the City of Franklin, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

BE IT FURTHER RESOLVED, by the Mayor and City Council of Franklin, Nebraska, that if a claim is made against the State, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.

PASSED AND APPROVED this 10 day of September, 2024

ATTEST:

Raquel Felzien, City Clerk

Margaret M. Siel, Mayor

(SEAL)

AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA, ESTABLISHING RATES TO BE CHARGED BY THE CITY FOR ELECTRICAL SERVICES TO THE PUBLIC; REPEALING ALL OTHER RATES OR ORDINANCES AND PART OF ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING THE EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND COUNCIL of the City of Franklin, Nebraska:

Section 1: The City of Franklin shall charge the following rates and charges as authorized in Chapter 3, Article 3, of the Municipal Code of the City of Franklin, and, specifically, Section 3-816.

As provided in this Ordinance, summer rates shall be for the months of June through September and winter rates shall be for the months of October through May.

A. Residential (RES)

Availability: Available to single family residences, individually metered apartments and churches for all domestic purposes, including space heating, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	\$12.50
Energy Charge	
Summer	
First 600 kWh, per kWh	\$0.1290
Excess, per kWh	\$0.1290
Winter	
First 600 kWh, per kWh	\$0.1290
Excess, per kWh	\$0.0860

Minimum Bill: The sum of the Customer Charge and Energy Charge.

B. Residential All Electric (RES-AE)

Availability: Available to single family residences and individually metered apartments for all domestic purposes, including space heating, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility, and the primary source of winter space heating is electrical energy. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase, at any of the City’s standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	\$12.50
Energy Charge	
Summer	
First 600 kWh, per kWh	\$0.1290
Excess, per kWh	\$0.1290
Winter	
First 600 kWh, per kWh	\$0.080
Excess, per kWh	\$0.060

Minimum Bill: The sum of the Customer Charge and Energy Charge.

C. General Service (GS)

Availability: Available to non-residential customers whose monthly demand does not exceed 75 kW per month for three (3) consecutive months and whose entire requirements are provided by the electric utility. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City’s standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	
Single-Phase	\$18.25
Three-Phase	\$34.50
Energy Charge	
Summer	
First 1,100 kWh, per kWh	\$0.132
Excess, per kWh	\$0.132
Winter	
First 1,100 kWh, per kWh	\$0.132
Excess, per kWh	\$0.098

Minimum Bill: The sum of the Customer Charge and Energy Charge.

D. General Service All Electric (GS-AE)

Availability: Available to non-residential customers whose monthly demand does not exceed 75 kW per month for three (3) consecutive months and whose entire requirements are provided by the electric utility, and the primary source of winter space heating is electrical energy. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City’s standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	
Single-Phase	\$18.25
Three-Phase	\$34.50
Energy Charge	
Summer	
First 1,100 kWh, per kWh	\$0.132
Excess, per kWh	\$0.132
Winter	
First 1,100 kWh, per kWh	\$0.080
Excess, per kWh	\$0.064

Minimum Bill: The sum of the Customer Charge and Energy Charge.

E. General Service Demand (GSD)

Availability: Available to customers with demand of 75 kW or more per month for three (3) consecutive months and whose entire requirements are provided by the electric utility. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, three-phase, at any of the City’s standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	\$60.75
Demand Charge	
Summer, per kW-month	\$18.75
Winter, per kW-month	\$15.25
Energy Charge	
Summer, per kWh	\$0.061
Winter, per kWh	\$0.054

Billing Demand: The billing demand shall be the higher of the peak demand for the current month or 65% of the maximum summer demand for the previous 11 months. Peak demand is calculated as the highest 60 minute integrated demand occurring during the billing month.

Minimum Bill: The sum of the Customer Charge, Demand Charge and Energy Charge.

Power Factor: The customer shall maintain a minimum power factor of 95% (lagging or leading). If the customer fails to do this, measured demand shall be adjusted by multiplying by a correction factor of 0.95 divided by the actual power factor at peak demand.

F. Municipal Facilities – Residential Facilities (MRF)

Availability: Available to all municipal residential facilities, including the Golden Age Village, for all domestic purposes, including space heating, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility.

Character of Service: AC, 60 Hertz, single-phase, at any of the City’s standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	\$12.50
Energy Charge	
Summer, per kWh	\$0.095
Winter, per kWh	\$0.095

Minimum Bill: The sum of the Customer Charge and Energy Charge.

G. Municipal Facilities – Non-Residential Facilities (MNR)

Availability: Available to all non-residential facilities operated by the City of Franklin or as provided by Interlocal Agreement, single-phase or three-phase, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City’s standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	
Single-Phase	\$18.25
Three-Phase	\$34.50
Energy Charge	
Summer, per kWh	\$0.087
Winter, per kWh	\$0.087

Minimum Bill: The sum of the Customer Charge and Energy Charge.

H. Irrigation (IR)

Availability: Available for seasonal irrigation service to customers served from existing single or three-phase distribution lines, whose entire requirements are taken through a single meter, under a contract of standard form. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, three-phase, at any of the City’s standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Horsepower Charge, per connected horsepower	\$54.25
Energy Charge, per kWh	\$0.111

Minimum Bill: The sum of the Horsepower Charge and Energy Charge.

I. Street Lighting (SL)

Availability: Available to the City of Franklin for municipal street lighting services.

Character of Service: AC, 60 Hertz, three-phase, at any of the City’s standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Energy Charge	
Summer, per kWh	\$0.093
Winter, per kWh	\$0.093

Minimum Bill: The Energy Charge.

- J. The meter charge shall be assessed for each electric meter held by each customer of the Municipal electric distribution system.
- K. All bills for electric use shall be due and payable on the 15th day of each month, without notice, at the office of the City Clerk. In no case shall the minimum charge for any use of electric energy be less than the minimum amounts herein provided for any respective type of electric use.
- L. When electric service to any meter has been disconnected for any reason other than delinquent or nonpayment of customer’s electric bill, the customer shall pay a reconnection fee of \$25.00 for restoration of service.
- M. The Mayor and Council may, by resolution or motion, make adjustments of the rates to be charged to customers of the electric distribution system to reflect periodic fluctuations in the cost of purchased power. Such adjustments shall be temporary and shall remain in effect only

until further adjustments are necessary or until subsequent amendment of this Section of the Municipal Code.

Section 2: Any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this Ordinance, and in conflict with its provisions, are hereby repealed.

Section 3: This Ordinance shall take effect and be in full force from now and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 10th day of December, 2024.

CITY OF FRANKLIN, NEBRASKA

Margaret Siel, Mayor

Attest:

Raquel Felzien, City Clerk

AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA, ESTABLISHING RATES TO BE CHARGED BY THE CITY FOR ELECTRICAL SERVICES TO THE PUBLIC; REPEALING ALL OTHER RATES OR ORDINANCES AND PART OF ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING THE EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND COUNCIL of the City of Franklin, Nebraska:

Section 1: The City of Franklin shall charge the following rates and charges as authorized in Chapter 3, Article 3, of the Municipal Code of the City of Franklin, and, specifically, Section 3-816.

As provided in this Ordinance, summer rates shall be for the months of June through September and winter rates shall be for the months of October through May.

A. Residential (RES)

Availability: Available to single family residences, individually metered apartments and churches for all domestic purposes, including space heating, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	\$11.75
Energy Charge	
Summer	
First 600 kWh, per kWh	\$0.1290
Excess, per kWh	\$0.1290
Winter	
First 600 kWh, per kWh	\$0.1290
Excess, per kWh	\$0.0860

Minimum Bill: The sum of the Customer Charge and Energy Charge.

B. Residential All Electric (RES-AE)

Availability: Available to single family residences and individually metered apartments for all domestic purposes, including space heating, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility, and the primary source of winter space heating is electrical energy. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase, at any of the City’s standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	\$11.75
Energy Charge	
Summer	
First 600 kWh, per kWh	\$0.1290
Excess, per kWh	\$0.1290
Winter	
First 600 kWh, per kWh	\$0.0752
Excess, per kWh	\$0.060

Minimum Bill: The sum of the Customer Charge and Energy Charge.

C. General Service (GS)

Availability: Available to non-residential customers whose monthly demand does not exceed 75 kW per month for three (3) consecutive months and whose entire requirements are provided by the electric utility. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City’s standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	
Single-Phase	\$17.50
Three-Phase	\$33.75
Energy Charge	
Summer	
First 1,100 kWh, per kWh	\$0.132
Excess, per kWh	\$0.132
Winter	
First 1,100 kWh, per kWh	\$0.132
Excess, per kWh	\$0.098

Minimum Bill: The sum of the Customer Charge and Energy Charge.

D. General Service All Electric (GS-AE)

Availability: Available to non-residential customers whose monthly demand does not exceed 75 kW per month for three (3) consecutive months and whose entire requirements are provided by the electric utility, and the primary source of winter space heating is electrical energy. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	
Single-Phase	\$16.00
Three-Phase	\$33.75
Energy Charge	
Summer	
First 1,100 kWh, per kWh	\$0.132
Excess, per kWh	\$0.132
Winter	
First 1,100 kWh, per kWh	\$0.080
Excess, per kWh	\$0.064

Minimum Bill: The sum of the Customer Charge and Energy Charge.

E. General Service Demand (GSD)

Availability: Available to customers with demand of 75 kW or more per month for three (3) consecutive months and whose entire requirements are provided by the electric utility. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	\$60.00
Demand Charge	
Summer, per kW-month	\$18.00
Winter, per kW-month	\$14.50
Energy Charge	
Summer, per kWh	\$0.061
Winter, per kWh	\$0.054

Billing Demand: The billing demand shall be the higher of the peak demand for the current month or 65% of the maximum summer demand for the previous 11 months. Peak demand is calculated as the highest 60 minute integrated demand occurring during the billing month.

Minimum Bill: The sum of the Customer Charge, Demand Charge and Energy Charge.

Power Factor: The customer shall maintain a minimum power factor of 95% (lagging or leading). If the customer fails to do this, measured demand shall be adjusted by multiplying by a correction factor of 0.95 divided by the actual power factor at peak demand.

F. Municipal Facilities – Residential Facilities (MRF)

Availability: Available to all municipal residential facilities, including the Golden Age Village, for all domestic purposes, including space heating, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility.

Character of Service: AC, 60 Hertz, single-phase, at any of the City’s standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	\$11.75
Energy Charge	
Summer, per kWh	\$0.095
Winter, per kWh	\$0.095

Minimum Bill: The sum of the Customer Charge and Energy Charge.

G. Municipal Facilities – Non-Residential Facilities (MNR)

Availability: Available to all non-residential facilities operated by the City of Franklin or as provided by Interlocal Agreement, single-phase or three-phase, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City’s standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Customer Charge, per month	
Single-Phase	\$17.50
Three-Phase	\$33.75
Energy Charge	
Summer, per kWh	\$0.087
Winter, per kWh	\$0.087

Minimum Bill: The sum of the Customer Charge and Energy Charge.

H. Irrigation (IR)

Availability: Available for seasonal irrigation service to customers served from existing single or three-phase distribution lines, whose entire requirements are taken through a single meter, under a contract of standard form. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Horsepower Charge, per connected horsepower	\$53.50
Energy Charge, per kWh	\$0.111

Minimum Bill: The sum of the Horsepower Charge and Energy Charge.

I. Street Lighting (SL)

Availability: Available to the City of Franklin for municipal street lighting services.

Character of Service: AC, 60 Hertz, three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	December 15, 2024
Energy Charge	
Summer, per kWh	\$0.093
Winter, per kWh	\$0.093

Minimum Bill: The Energy Charge.

- J. The meter charge shall be assessed for each electric meter held by each customer of the Municipal electric distribution system.
- K. All bills for electric use shall be due and payable on the 15th day of each month, without notice, at the office of the City Clerk. In no case shall the minimum charge for any use of electric energy be less than the minimum amounts herein provided for any respective type of electric use.
- L. When electric service to any meter has been disconnected for any reason other than delinquent or nonpayment of customer's electric bill, the customer shall pay a reconnection fee of \$25.00 for restoration of service.
- M. The Mayor and Council may, by resolution or motion, make adjustments of the rates to be charged to customers of the electric distribution system to reflect periodic fluctuations in the cost of purchased power. Such adjustments shall be temporary and shall remain in effect

only until further adjustments are necessary or until subsequent amendment of this Section of the Municipal Code.

Section 2: Any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this Ordinance, and in conflict with its provisions, are hereby repealed.

Section 3: This Ordinance shall take effect and be in full force from now and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 9th day of December, 2013.

CITY OF FRANKLIN, NEBRASKA

Rhn Jacobsen, Mayor

Attest:

Cheryl K. Saathoff, City Clerk

Ordinance No. 886

AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA, ESTABLISHING RATES TO BE CHARGED BY THE CITY FOR ELECTRICAL SERVICES TO THE PUBLIC; REPEALING ALL OTHER RATES OR ORDINANCES AND PART OF ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING THE EFFECTIVE DATE.

BE IT RESOLVED BY THE MAYOR AND COUNCIL of the City of Franklin, Nebraska:

Section 1: The City of Franklin shall charge the following rates and charges as authorized in Chapter 3, Article 3, of the Municipal Code of the City of Franklin, and, specifically, Section 3-816.

As provided in this Ordinance, summer rates shall be for the months of June through September and winter rates shall be for the months of October through May.

A. Residential (RES)

Availability: Available to single family residences, individually metered apartments and churches for all domestic purposes, including space heating, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	January 1, 2014	January 1, 2015
Customer Charge, per month	\$11.00	\$11.75
Energy Charge		
Summer		
First 600 kWh, per kWh	\$0.1200	\$0.1250
Excess, per kWh	\$0.1200	\$0.1250
Winter		
First 600 kWh, per kWh	\$0.1200	\$0.1250
Excess, per kWh	\$0.0790	\$0.0830

Minimum Bill: The sum of the Customer Charge and Energy Charge.

B. Residential All Electric (RES-AE)

Availability: Available to single family residences and individually metered apartments for all domestic purposes, including space heating, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility, and the primary source of winter space heating is electrical energy. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	January 1, 2014	January 1, 2015
Customer Charge, per month	\$11.00	\$11.75
Energy Charge		
Summer		
First 600 kWh, per kWh	\$0.1200	\$0.1250
Excess, per kWh	\$0.1200	\$0.1250
Winter		
First 600 kWh, per kWh	\$0.0725	\$0.0745
Excess, per kWh	\$0.0540	\$0.0580

Minimum Bill: The sum of the Customer Charge and Energy Charge.

C. General Service (GS)

Availability: Available to non-residential customers whose monthly demand does not exceed 75 kW per month for three (3) consecutive months and whose entire requirements are provided by the electric utility. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	January 1, 2014	January 1, 2015
Customer Charge, per month		
Single-Phase	\$16.00	\$17.50
Three-Phase	\$30.75	\$33.75
Energy Charge		
Summer		
First 1,100 kWh, per kWh	\$0.1250	\$0.1280
Excess, per kWh	\$0.1250	\$0.1280
Winter		
First 1,100 kWh, per kWh	\$0.1250	\$0.1280
Excess, per kWh	\$0.0925	\$0.0950

Minimum Bill: The sum of the Customer Charge and Energy Charge.

D. General Service All Electric (GS-AE)

Availability: Available to non-residential customers whose monthly demand does not exceed 75 kW per month for three (3) consecutive months and whose entire requirements are provided by the electric utility, and the primary source of winter space heating is electrical energy. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	January 1, 2014	January 1, 2015
Customer Charge, per month		
Single-Phase	\$16.00	\$17.50
Three-Phase	\$30.75	\$33.75
Energy Charge		
Summer		
First 1,100 kWh, per kWh	\$0.1250	\$0.1280
Excess, per kWh	\$0.1250	\$0.1280
Winter		
First 1,100 kWh, per kWh	\$0.0740	\$0.0770
Excess, per kWh	\$0.0610	\$0.0620

Minimum Bill: The sum of the Customer Charge and Energy Charge.

E. General Service Demand (GSD)

Availability: Available to customers with demand of 75 kW or more per month for three (3) consecutive months and whose entire requirements are provided by the electric utility. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	January 1, 2014	January 1, 2015
Customer Charge, per month	\$50.00	\$60.00
Demand Charge		
Summer, per kW-month	\$17.50	\$18.00
Winter, per kW-month	\$13.50	\$14.50
Energy Charge		
Summer, per kWh	\$0.0570	\$0.0590
Winter, per kWh	\$0.0520	\$0.0520

Billing Demand: The billing demand shall be the higher of the peak demand for the current month or 65% of the maximum summer demand for the previous 11 months. Peak demand is calculated as the highest 60 minute integrated demand occurring during the billing month.

Minimum Bill: The sum of the Customer Charge, Demand Charge and Energy Charge.

Power Factor: The customer shall maintain a minimum power factor of 95% (lagging or leading). If the customer fails to do this, measured demand shall be adjusted by multiplying by a correction factor of 0.95 divided by the actual power factor at peak demand.

F. Municipal Facilities – Residential Facilities (MRF)

Availability: Available to all municipal residential facilities, including the Golden Age Village, for all domestic purposes, including space heating, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility.

Character of Service: AC, 60 Hertz, single-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	January 1, 2014	January 1, 2015
Customer Charge, per month	\$11.00	\$11.75
Energy Charge		
Summer, per kWh	\$0.0888	\$0.0920
Winter, per kWh	\$0.0888	\$0.0920

Minimum Bill: The sum of the Customer Charge and Energy Charge.

G. Municipal Facilities – Non-Residential Facilities (MNR)

Availability: Available to all non-residential facilities operated by the City of Franklin or as provided by Interlocal Agreement, single-phase or three-phase, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	January 1, 2014	January 1, 2015
Customer Charge, per month		
Single-Phase	\$16.00	\$17.50
Three-Phase	\$30.75	\$33.75
Energy Charge		
Summer, per kWh	\$0.0821	\$0.0843
Winter, per kWh	\$0.0821	\$0.0843

Minimum Bill: The sum of the Customer Charge and Energy Charge.

H. Irrigation (IR)

Availability: Available for seasonal irrigation service to customers served from existing single or three-phase distribution lines, whose entire requirements are taken through a single meter, under a contract of standard form. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	January 1, 2014	January 1, 2015
Horsepower Charge, per connected horsepower	\$53.50	\$57.50
Energy Charge, per kWh	\$0.1000	\$0.1070

Minimum Bill: The sum of the Horsepower Charge and Energy Charge.

I. Street Lighting (SL)

Availability: Available to the City of Franklin for municipal street lighting services.

Character of Service: AC, 60 Hertz, three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective Date:	January 1, 2014	January 1, 2015
Energy Charge		
Summer, per kWh	\$0.0870	\$0.0900
Winter, per kWh	\$0.0870	\$0.0900

Minimum Bill: The Energy Charge.

- J. The meter charge shall be assessed for each electric meter held by each customer of the Municipal electric distribution system.
- K. All bills for electric use shall be due and payable on the 15th day of each month, without notice, at the office of the City Clerk. In no case shall the minimum charge for any use of electric energy be less than the minimum amounts herein provided for any respective type of electric use.
- L. When electric service to any meter has been disconnected for any reason other than delinquent or nonpayment of customer's electric bill, the customer shall pay a reconnection fee of \$25.00 for restoration of service.
- M. The Mayor and Council may, by resolution or motion, make adjustments of the rates to be charged to customers of the electric distribution system to reflect periodic fluctuations in the cost of purchased power. Such adjustments shall be temporary and shall remain in effect only until further adjustments are necessary or until subsequent amendment of this Section of the Municipal Code.

Section 2: Any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this Ordinance, and in conflict with its provisions, are hereby repealed.

Section 3: This Ordinance shall take effect and be in full force from now and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 9th day of December, 2013.

CITY OF FRANKLIN, NEBRASKA



Rhn Jacobsen

Rhn Jacobsen, Mayor

Attest:

Cheryl K Saathoff

Cheryl K. Saathoff, City Clerk

ORDINANCE NO. 872

AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA TO AMEND CHAPTER 6, ARTICLE 1 OF THE MUNICIPAL CODE; 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. That Chapter 6, Article 1 of the Municipal Code of the City of Franklin, Nebraska is hereby amended to read as follows:

CHAPTER 6 - POLICE REGULATIONS

ARTICLE 1. DOGS

§6-101 DOGS; DOG LICENSE.

Any person who shall own, keep, or harbor a dog over the age of six (6) months within the Municipality shall within fourteen (14) days after acquisition of said dog acquire a license for each such dog. Dog licenses shall be renewable annually on January 1st of each year commencing in the year 2005. Any license which has not been renewed by January 31st shall be delinquent and of no further force and effect. The possessor of any dog brought into or harbored within the corporate limits subsequent to January 1st of any year, shall be liable for the payment of the dog tax levied herein. Licenses shall be issued by the Municipal Clerk upon the payment of a license fee of ten dollars (\$10.00) for each dog. Said license shall not be transferable and no refund will be allowed in case of death, sale, or other disposition of the licensed dog. The owner shall state at the time the application is made and upon printed forms provided for such purpose, his name and address and the name, breed, color, and sex of each dog owned and kept by him. A certificate that the dog has had a rabies shot, effective for the ensuing year of the license, shall be presented when the license is applied for and no license or tag shall be issued until the certificate is shown. If the dog is a vicious dog, potentially dangerous dog, or a dangerous dog as defined in §6-109 of this Code, the owner shall also submit a certificate of insurance, upon both the initial dog license application as well as each successive renewal, from his or her insurance company showing each dog covered and the breed of dog covered by public liability insurance 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. 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.

§6-101.01 DOG; DOG GUIDES, HEARING AID DOGS, AND SERVICE DOGS; EXEMPT

FROM LICENSE TAX.

Every dog guide for a blind or visually impaired person, hearing aid dog for a deaf or hearing-impaired person, and service dog for a physically limited person shall be licensed as required by the Municipal Code, but no license tax shall be charged upon a showing by the owner that the dog is a graduate of a recognized training school for dog guides, hearing aid dogs, or service dogs. Upon the retirement or discontinuance of the dog as a dog guide, hearing aid dog, or service dog, the owner of the dog shall be liable for the payment of the required license tax.

§6-102 DOGS; DOG LICENSE TAGS.

Upon the payment of the license fee, the Municipal Clerk shall issue to the owner of a dog a license certificate and a metallic tag for each dog so licensed. The metallic tags shall be properly attached to the collar or harness of all dogs so licensed and shall entitle the owner to keep or harbor the said dog until the 31st day of December following such licensing. In the event that a license tag is lost and upon satisfactory evidence that the original plate or tag was issued in accordance with the provisions herein, the Municipal Clerk shall issue a duplicate or new tag for the balance of the year for which the license tax has been paid and may charge and collect a fee set by resolution of the Governing Body for each duplicate or new tag so issued. All license fees and collections shall be immediately credited to the General Fund. It shall be the duty of the Municipal Clerk to issue tags of a suitable design that are different in appearance each year.

§6-103 DOGS; WRONGFUL LICENSING OF DOG.

It shall be unlawful for the owner, keeper, or harbinger of any dog to permit or allow such dog to wear any license, metallic tag, or other Municipal identification than that issued by the Municipal Clerk for dogs.

§6-104 DOGS; OWNER DEFINED.

Any person who shall harbor or permit any dog 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 and shall be deemed to be liable for all penalties herein prescribed.

§6-105 DOGS; PROCLAMATION.

It shall be the duty of the Governing Body 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.

§6-106 DOGS; RUNNING AT LARGE.

No person shall permit any dog owned, kept, or harbored by him to run at large. All dogs 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 \$25.00 for each offense.

§6-107 DOGS; DOGS DAMAGING PROPERTY OF OTHERS.

It shall be unlawful for the owner of a dog to allow or permit his dog or cat 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 cat as may seem reasonable and proper.

§6-108 DOGS; CAPTURE IMPOSSIBLE.

The Municipal Police shall have the authority to kill any animals showing vicious tendencies, or characteristics of rabies which make capture impossible because of the danger involved.

§6-109 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 Municipal Police and/or 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.

(D) Has been previously determined to be a potentially dangerous dog by the City, the owner has received notice from the City or the Municipal Police 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) inflicts 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.

(6) No animal may be declared potentially dangerous or dangerous without an administrative determination as provided in section 6-110.

The court may, in addition to any other fine or judgment, order the Municipal Police to forthwith put the animal to death by removing the same to the Municipal 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.

§6-110 DOGS; DETERMINATION OF POTENTIALLY DANGEROUS OR DANGEROUS ANIMAL.

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 under §6-109, 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, description, and license number of the animal who is subject to such determination;
- (C) A description of the facts which form the basis of such determination;
- (D) A summary of the effects of such determination, including the requirements for sections 6-112 and 6-113 and a statement that noncompliance will result in an owner being cited with a violation of this article and in the case of the animal being declared a potentially dangerous animal, the animal subject to such determination potentially being declared a dangerous animal for a violation of §6-109(2)(D);
- (E) The date of proposed entry of the determination which shall be not less than ten days after the date of mailing or personal service of the notice; and
- (F) Notification of the availability of an appeal if the owner objects to such determination, within ten days of the date of mailing or personal service of the notice.

An owner whose animal is determined to be a potentially dangerous or dangerous animal shall be required to comply with section 6-113 immediately,

section 6-112 within 30 days of the date of entry of the determination order, unless a notice of appeal of the order is filed with the Municipal Clerk, provided, noncompliance with any of the sections set forth above in this paragraph, shall result in a violation of this section.

An appeal of such determination order 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 \$25.00. A decision to affirm or reverse such order shall be entered 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 under-taken, and the animal is being held in the 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 or Municipal Animal Shelter pending the outcome of the appeal.

The City will notify the owner of any potentially dangerous animal that has been involved in no incidents of the type specified in section 6-109(3) for a two year period following the date of the determination order, that his or her dog is no longer declared a potentially dangerous animal.

§6-111 DOGS AND CATS; JUDICIALLY 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.

§6-112 DOGS; DANGEROUS OR POTENTIALLY DANGEROUS ANIMALS - SPAYING OR NEUTERING; MICROCHIP IDENTIFICATION AND LICENSE REQUIRED.

Any animal judicially determined to be dangerous or administratively determined to be 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 Municipal Clerk within 72 hours of the procedure being completed. In addition, such dangerous or potentially dangerous animal shall be required to be licensed as a dangerous or potentially dangerous dog within 30 days of the determination.

§6-113 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 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 persons 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 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 lighted 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 of the effective date of this Section, 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 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 Municipal Clerk upon both the initial application for a dog license and each successive renewal. 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 the Municipal Police to put the dog put to death.

§6-114 DOGS; INTERFERENCE WITH POLICE.

It shall be unlawful for any person to hinder, delay, or interfere with any Municipal Policeman 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.

§6-115 DOGS; KILLING AND POISONING.

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

§6-116 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 Municipal Animal Shelter.

§6-117 DOGS; LIABILITY OF OWNER.

It shall be unlawful for any person to allow a dog or cat 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 or cat, in addition to the usual judgment upon conviction, may be made to be liable to the persons so injured in an amount equal to the value of the damage so sustained.

§6-118 DOGS; REMOVAL OF TAGS.

It shall be unlawful for any person to remove or cause to be removed, the collar, harness, or metallic tag from any licensed dog without the consent of the owner, keeper, or possessor thereof.

§6-119 DOGS; IMPOUNDING.

It shall be the duty of the Municipal Police to capture, secure, and remove in a humane manner to the Municipal 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 five dollars (\$5.00) general impoundment fee for the first impoundment and ten dollars (\$10.00) for all subsequent impoundments in the same calendar year. The owner of a dog being reclaimed shall then be required to comply with the licensing and rabies vaccination requirements before release. If the animal is not claimed at the end of the required waiting period after public notice has been given, the Municipal Police 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 Municipal Police, 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 Municipality shall acquire legal title to any cat and any unlicensed dog 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 the summary and humane manner as prescribed by the Board of Health unless a suitable home can be found for such animal.

§6-120 DOGS; 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.

§6-121 DOGS AND CATS; RABIES SUSPECTED.

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 under the supervision of the Board of Health 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.

§6-122 DOGS AND CATS; 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.

§6-123 DOGS AND CATS; SANITATION REQUIREMENTS.

The owner of any dog or cat shall keep any yard, enclosure, shelter structure, or dwelling wherein such animal is 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 animal at least once every seven days.

§6-124 DOGS AND CATS; 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 14th day of February, 2023.

APPROVED:

ATTEST:



Margaret Siel, Mayor.



Raquel Felzien, City Clerk.



6-327 MISDEMEANORS; UNLICENSED OR INOPERABLE VEHICLES.

(A) No person in charge or control of any property within the city, other than city property, whether as owner, tenant, occupant, lessee, or otherwise, shall allow any partially dismantled, inoperable, wrecked, junked, or discarded vehicle to remain on that property longer than 30 days.

(B) No unlicensed vehicle shall be permitted to remain on any private or public property for any length of time, provided that this section shall not apply to the following:

(1) A vehicle bearing a valid "In Transit" sticker;

(2) A vehicle in an enclosed building; or which is which is screened from any public place or public right-of-way by means of a solid opaque fence of sufficient size, shape, and density to obscure the vehicle from ordinary public view and to prohibit ready access to children. In no case shall any cover placed over a vehicle constitute adequate screening.

(3) A vehicle on the premises of a business enterprise operated in a lawful place and manner when the vehicle is necessary to the lawful operation of the business; or

(4) A vehicle in an appropriate storage place or depository maintained in a lawful place and manner by the city.

(C) Any vehicle allowed to remain on property in violation of this section shall constitute a nuisance and shall be abated, and any person violating this section shall be guilty of an offense.

(Ord. 811, passed 6-11-2007; Ord. 818, passed 10-8-2007, Ord. ____, passed _____)

Statutory reference:

"In Transit" stickers, see Neb. RS 60-376

Cross reference:

Unattended motor vehicle, see § [5-314](#)

ORDINANCE No. 818

AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA PERTAINING TO THE KEEPING OF INOPERABLE AND UNLICENSED VEHICLES; TO DECLARE SUCH VEHICLES TO BE A NUISANCE; TO AMEND SEC. 6-360 OF THE MUNICIPAL CODE; TO REPEAL THE ORIGINAL SECTION; TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; AND TO DECLARE AN EFFECTIVE DATE.

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

Section 1. That Section 6-360 of the Municipal Code of the City of Franklin, Nebraska, is hereby amended to read as follows:

56-360 KEEPING OF INOPERABLE OR UNLICENSED VEHICLES; EXCEPTIONS.

Inoperable vehicles and unlicensed automobiles and trucks which are kept in violation of this Section are hereby declared to be a nuisance.

No person who is in charge or control of any property within the City, whether as owner, tenant, occupant, lessee, or otherwise, shall allow any inoperable vehicle or any unlicensed automobile or truck to remain upon such property for longer than thirty (30) days. This provision shall not be apply to:

1. A vehicle held for sale by a licensed motor vehicle dealer.
2. A vehicle which has been delivered by a customer to be repaired at a repair shop.
3. A vehicle which is kept or stored in an enclosed building; or which is which is screened from any public place or public right-of-way by means of a solid opaque fence of sufficient size, shape, and density to obscure the vehicle from ordinary public view and to prohibit ready access to children. In no case shall any cover placed over a vehicle constitute adequate screening.
4. A vehicle kept in a junkyard which complies with all zoning requirements of the City of Franklin, and which complies with all laws and regulations of the State of Nebraska.

Any person who is convicted of violation of the provisions of this Section shall, as a part of the judgment on conviction and in addition to the fine or other penalty to be assessed, be required to remove any inoperable vehicle or unlicensed automobile or truck from his or her premises. If the person fails to remove such a vehicle, then the City of Franklin may remove it and place it in an impoundment facility within the city. Within five (5) working days after such removal and impoundment, the City Clerk shall give written notice of such removal and impoundment by certified mail or by personal service to the last registered owner of the vehicle, to any lien holders of record, and to the owner or occupant of the property from which the vehicle was removed advising them of the removal and impoundment of the vehicle. If the vehicle is not claimed by any of such persons within two weeks from the date of their receipt of notice, then the vehicle shall be deemed to be an abandoned vehicle and shall be subject to the provisions of §6-345 of this Code. Any

person who claims a vehicle from the impoundment facility shall be required to pay the cost of removal and storage before the vehicle will be released.

Section 2. The original provisions of Sec. 6-360 of the Municipal Code are hereby repealed.

Section 3. This ordinance shall be published in pamphlet form as part of the Municipal Code of the City of Franklin, Nebraska.

Section 4. This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 10th day of September 2024.

APPROVED:

Margaret Siel, Mayor

ATTEST:

Raquel Felzien, City Clerk.

(SEAL)

ORDINANCE NO. 963

AN ORDINANCE TO AMEND CHAPTER 98: NUISANCES OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, NEBRASKA TO REGULATE THE REGISTRATION OF VACANT PROPERTY; TO COLLECT FEES FOR VACANT PROPERTIES; TO PLAN FOR REHABILITATION OF VACANT PROPERTIES; TO ENCOURAGE OCCUPANCY OF VACANT PROPERTIES; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR THE POSTING OR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE FOR A TIME WHEN THIS ORDINANCE SHALL TAKE EFFECT.

Section 1. Chapter 98 of the Municipal Code of the City of Franklin, Nebraska is amended as follows:

§ 98.06 REGISTRATION OF VACANT PROPERTY

(A) For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL BUILDING. Commercial building means any building used for commercial purposes. Examples of commercial buildings include, but are not limited to, offices, retail spaces, warehouses, and factories.

OWNER. Owner means the person or persons shown to be the owner or owners of record on the records of the register of deeds.

PROGRAM ADMINISTRATOR. The program administrator means the City Clerk or his or her designee.

PROPERTY. Property means either a residential building or a commercial building located within the corporate limits of the City of Franklin, but does not include the property owned by the federal government, the State of Nebraska, or any political subdivision thereof.

RESIDENTIAL BUILDING. Residential building means a house, condominium, townhouse, an apartment unit or building, a trailer house, or any other structure used or designed for use as a residence.

SEASONAL RESIDENCE: Any property that is:

1. Occupied for less than six months of the year; and
2. Maintained such that it does not otherwise meet the definition of vacant, even when unoccupied.

3. Registered by the owner with the program administrator (**The Clerk, or Ordinance Officer**) when the property will be unoccupied for more than one week at a time.

Owners of seasonal residences are required to maintain the property so as not to give the appearance of being vacant.

VACANT. A property is vacant if any condition or circumstance that on its own, or in combination with other conditions or circumstances, would lead a reasonable person to believe that the property is vacant. Such conditions or circumstances may include, but are not limited to:

- (1) Overgrown or dead vegetation, including grass, shrubbery, and other plantings;
- (2) An accumulation of abandoned personal property, trash, or other waste;
- (3) Visible deterioration or lack of maintenance of any building or structure on the property;
- (4) Graffiti or other defacement of any building or structure on the property;
- (5) Any other condition or circumstance reasonably indicating that the property is not occupied for residential purposes or being used for the operation of a lawful business.

(B) The city shall create a vacant property registration database. The program administrator may utilize the **Ordinance Officer** and such additional city employees as may be necessary to administer the program with the approval of the employee's supervisor.

(C) The owner of a vacant property must register such property with the program administrator if the property has been vacant for one-hundred eighty (180) days or longer. At the time of registration, the owner must submit a plan for occupancy for the property detailing how and when the property will be occupied or used.

(D) The program administrator is hereby authorized and directed to make complaint-initiated inspections to determine the condition of property located within the corporate limits of the City, in order to safeguard the welfare and safety of the general public and to ascertain that property as set forth in this title is maintained as required herein. Personnel authorized to enforce this section may also initiate inspections to determine the condition of property based on their own personal observations which are not complaint-initiated.

(E) The program administrator may, but is not obligated to, determine a property is vacant. The program administrator will provide written notice to the owner of any such determination by personal service or certified mail to the owner at the address maintained in the register of deeds' office at least ten days prior to registration of such property on the registration database. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the city or by conspicuously posting the notice on the property or building which is vacant.

(F) Each registration shall expire at the end of one hundred eighty (180) days unless removed from the registration database. If the building has not been removed from the registration database at the expiration of a registration herein, the owner or the City shall re-register the building pursuant to this section.

(G) One hundred eighty (180) days after the initial registration of a vacant property, or three-hundred sixty (360) days after the property becomes vacant, whichever is earlier, the owner must pay a fee of two-hundred fifty dollars (\$250) for a residential building or one-thousand (\$1,000) for a commercial building.

(H) Every six months following the assessment of the initial registration fee, the owner of a vacant property must pay a supplemental registration fee of five-hundred dollars (\$500) for a residential building or two-thousand (\$2,000) for a commercial building as long as the property remains vacant. Unpaid vacant property registration fees shall become a lien on the applicable property upon the recording of a notice of such lien in the Franklin County Register of Deeds Office. The lien created under this section shall be subordinate to all liens on the applicable property recorded prior to the time the notice of such lien under this section is recorded. Interest as allowed by applicable Nebraska law shall also accrue unless reduced, waived or stayed by the program administrator.

(I) An owner who, in good faith, advertises a vacant property for sale or lease is exempt from the above registration and fee requirements.

(J) The following exemptions may apply to the vacant property registration and fee requirements:

- a. A residential building used on as seasonal residence is exempt provided the building is seasonally occupied;
- b. A property damaged by fire, weather, explosion, act of God, or vandalism within six months prior to becoming vacant is exempt from the requirements. Such damaged properties are no longer exempt after the six-month period;
- c. A property under construction or renovation is exempt to the extent the construction or renovation is ongoing with measurable progress and in compliance with all relevant building permits and codes;

- d. A residential building where the owner is temporarily absent, but who has demonstrated his or her intent to return is exempt unless it is subsequently determined the owner does not intend to return; and
- e. Property which is subject to divorce, probate, or estate proceedings is exempt until the end of the respective proceeding.

(K) Any subsequent owner of a vacant property subject to this ordinance assumes the obligations of the previous owner.

(L) The program administrator may annually inspect the interior and exterior of a registered vacant property so long as the property remains on the vacant property registration database. An owner will be provided at least ten (10) days' notice prior to an annual inspection.

(M) Upon written notice from the owner of a registered vacant property to the program administrator that the property is no longer vacant, the program administrator will within thirty (30) days inspect the interior and exterior of the property to confirm the property is no longer vacant. The owner must pay any supplemental registration fee that comes due during the period between the owner's written notice and the program administrator's inspection, but upon the program administrator's confirmation the property is no longer vacant, the program administrator may refund the supplemental registration fee.

(N) After the program administrator confirms a property is no longer vacant, the program administrator will remove the property from the vacant property registration database within seven (7) days. No supplemental registration fee will be assessed after confirmation a property is no longer vacant irrespective of the property's presence on the registration database.

(O) Owners have the right to prior notice and to appeal decisions of the program administrator to the City Council. Such appeal shall be taken by filing with the City Council, within ten (10) days after a notice of the decision has been mailed to the owner's last known address, a written statement setting forth the grounds for the appeal. The City Council shall set the time and place for a hearing on such appeal, and notice shall be given to the owner by personal service or certified mail, postage prepaid, at the owner's last known address. Any order of the City Council on such appeal may be appealed as permissible under law.

(P) Failure to comply with the requirements of this ordinance is a violation of this Code and is subject to the penalties found in section 98.999.

(Q) The requirements and remedies in this section are supplemental and in addition to any other laws of the State of Nebraska and the ordinances of this Code relating to vacant property.

Section 2. All ordinances or parts of ordinances passed and approved prior to the passage of this ordinance and which are in conflict with the provisions of this ordinance are hereby repealed.

Section 3. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof, not adjudged invalid or unconstitutional.

Section 4. This ordinance shall be in full force and effect and after its passage, approval and either posting or publication in pamphlet form as provided by law.

Passed and approved this 9 day of April, 2024.

CITY OF FRANKLIN, NEBRASKA

By: _____
MAYOR, Margaret M. Siel

Attest:

CITY CLERK/TREASURER Raquel Felzien