



## City of Franklin

June 22, 2026 5:00 PM City Hall

1. Call Meeting to Order Roll Call

2. Verification of Open Meetings Notice

The Open meeting notice is posted on the north wall for viewing.

We encourage residents to participate in our council meetings. Public comment is an essential part of our democratic process. To ensure everyone has a fair opportunity to speak, we are implementing a three-minute time limit for each speaker per topic during the public comments section. This will allow us to hear from as many community members as possible. We appreciate your understanding and cooperation as we work to create a space that is respectful and open to all. Thank you

3. **Discussion and Action Items**

3.a. Discussion and action on the final payment to Duncan Theis Construction Inc for change order #002 for relaying the sod, in the amount of **\$2,509.00**

3.b. Discussion and action on payment to South Central Economic Development Districts final invoice #2097 for **\$5,000.00** for RCRP grant for administration services.

3.c. Discussion and action on final payment to Erickson Sullivan Architects for the RCRP grant for **\$1,150.00**

3.d. Interviews for the following open positions:

- **Cemetery/Park Caretaker Floater position**
- **Interviews for Ordinance Officer, Zoning & Floodplain Administrator**

3.e. Discussion and action on hiring for the available positions:

- **Cemetery/Park Caretaker Floater**
- **Ordinance Officer/Zoning & Floodplain Administrator**

3.f. Discussion and action with Franklin Little Flyer Academy Board quarterly reports and discussion on the lease agreement.

3.g. Discussion and action on advertising for the property manager job opening, and updated agreements.

3.h. **Public Comments**

4. Adjourn

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



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# AIA Document G702<sup>®</sup> – 1992

## Application and Certificate for Payment

<b>TO OWNER:</b> City of Franklin 619 15th Ave Franklin, NE 68939	<b>PROJECT:</b> City of Franklin Library Patio 1502 P Street Franklin, NE 68939	<b>APPLICATION NO:</b> 006	<b>Distribution to:</b> OWNER : [X] ARCHITECT : [X] CONTRACTOR [X]
<b>FROM</b> Duncan Theis Construction, Inc	<b>VIA</b> Erickson Sullivan Architects & Foodlines	<b>PERIOD TO:</b> June 9, 2026	<b>CONTRACT FOR:</b> Library Patio
<b>CONTRACTOR:</b> 1740 W Highway 40 Kearney, NE 68845	<b>ARCHITECT:</b> 110 S 14th St Suite 200 Lincoln, NE 68508	<b>CONTRACT DATE:</b> 08-06-2025	<b>PROJECT NOS:</b> / /
			<b>FIELD :</b> [ ] <b>OTHER :</b> [ ]

### CONTRACTOR'S APPLICATION FOR PAYMENT

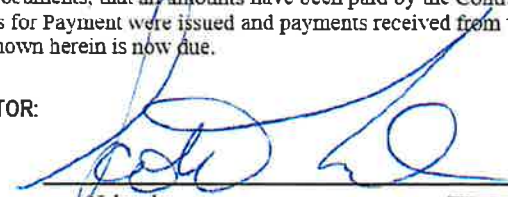
Application is made for payment, as shown below, in connection with the Contract. AIA Document G703<sup>®</sup>, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM.....	\$203,500.00
2. NET CHANGE BY CHANGE ORDERS.....	\$9,553.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$213,053.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$213,053.00
5. RETAINAGE:	
a. 0.00% of Completed Work	
(Column D + E on G703: \$213,053.00)=	\$0.00
b. 0.00% of Stored Material	
(Column F on G703: \$0.00)=	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$213,053.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$210,544.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$2,509.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$0.00

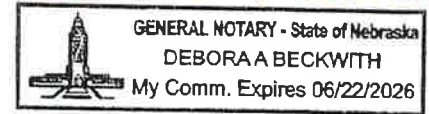
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$7,044.00	\$0.00
Total approved this Month	\$2,509.00	\$0.00
<b>TOTALS</b>	<b>\$9,553.00</b>	<b>\$0.00</b>
NET CHANGES by Change Order		\$9,553.00


The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:   
State of: Nebraska  
County of: Buffalo

Date: 6-9-2026



Subscribed and sworn to before me this 9th day of June, 2026  
Notary Public:   
My Commission expires: 6/22/26

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$2,509.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:  Date: 6/9/26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# AIA Document G703<sup>®</sup> – 1992

## Continuation Sheet

AIA Document G702<sup>®</sup>, Application and Certification for Payment, or G732<sup>™</sup>, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
Use Column I on Contracts where variable retainage for line items may apply.

City of Franklin Library Patio APPLICATION NO:

1502 P Street  
Franklin, NE 68939

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

006

06-09-2026

June 9, 2026

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
0	Procurement and Contracting Requirements	9,371.00	9,371.00	0.00	0.00	9,371.00	100.00%	0.00	0.00
1	General Requirements	19,978.00	19,978.00	0.00	0.00	19,978.00	100.00%	0.00	0.00
2	Existing Conditions	5,645.00	5,645.00	0.00	0.00	5,645.00	100.00%	0.00	0.00
3	Concrete	40,896.00	40,896.00	0.00	0.00	40,896.00	100.00%	0.00	0.00
4	Masonry	29,552.00	29,552.00	0.00	0.00	29,552.00	100.00%	0.00	0.00
5	Metals	9,076.00	9,076.00	0.00	0.00	9,076.00	100.00%	0.00	0.00
6	Woods and Plastics	7,328.00	7,328.00	0.00	0.00	7,328.00	100.00%	0.00	0.00
7	Thermal and Moisture Protection	31,495.00	31,495.00	0.00	0.00	31,495.00	100.00%	0.00	0.00
8	Doors and Windows	14,266.00	14,266.00	0.00	0.00	14,266.00	100.00%	0.00	0.00
9	Finishes	2,214.00	2,214.00	0.00	0.00	2,214.00	100.00%	0.00	0.00
22	Plumbing	553.00	553.00	0.00	0.00	553.00	100.00%	0.00	0.00
26	Electrical	10,138.00	10,138.00	0.00	0.00	10,138.00	100.00%	0.00	0.00
31	Earthwork	12,137.00	12,137.00	0.00	0.00	12,137.00	100.00%	0.00	0.00
32	Exterior Improvements	10,851.00	10,851.00	0.00	0.00	10,851.00	100.00%	0.00	0.00
CO 1	Midstates Report	493.00	493.00	0.00	0.00	493.00	100.00%	0.00	0.00
CO 2	Unsuitable Soils	6,551.00	6,551.00	0.00	0.00	6,551.00	100.00%	0.00	0.00
CO 3	Resod landscape area 3000 Sq ft.	2,509.00	0.00	2,509.00	0.00	2,509.00	100.00%	0.00	0.00
	<b>GRAND TOTAL</b>	<b>213,053.00</b>	<b>210,544.00</b>	<b>2,509.00</b>	<b>0.00</b>	<b>213,053.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>



South Central Economic Development District, Inc.

POB 79; 401 East Ave (2nd Floor)

Holdrege, NE 68949

# Invoice

Date	Invoice #
5/18/2026	2097

<b>Bill To</b>
City of Franklin 619 15th Avenue Franklin, NE 68939

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	RCRP Grant Administration for the City of Franklin 23-RCRP-031 - 100% of General Administration budget, 100% of budget expended. - Completion of Milestone #4	5,000.00	5,000.00
		<b>Total</b>	\$5,000.00

**Bill to:**  
Margaret Siel, Mayor  
City of Franklin, Nebraska  
619 15th Avenue  
Franklin, NE 68939



**Date:** 6/1/2026  
**Invoice:** 9-15025  
**Due date:** 7/15/2026

**Project: City of Franklin Park**  
**Project #: 15025**

Amount due for Architectural Services for the period ending May 31, 2026:

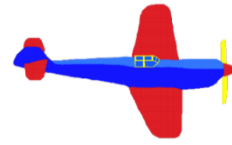
<b>Description: Lump Sum Fee of \$57,500</b>	<b>Amount</b>
Basic Compensation Earned to Date: (100% Completed)	\$57,500.00
Amount Previously Billed:	\$56,350.00
Basic Compensation Due this Invoice:	\$1,150.00
Reimbursable Expenses:	\$0.00
Total Due This Period:	\$1,150.00
Past Due Balance:	\$0.00
Finance Charge:	\$0.00
<b>Total Due This Invoice:</b>	<b>\$1,150.00</b>

Thank you,

Trevor L. Hull, AIA

Unpaid balances overdue 30 days from this Statement Date are subject to a finance charge of 1% per month.

# FRANKLIN Little Flyer ACADEMY



## Quarterly Report As of January 2026

Classification	Part-Time	Full-Time	Drop-In
Infant		1	
Toddler	6	6	
Preschool	2		
Infant Holds	1		
Current Total	8	7	
<b>Expected Enrollments</b>			
Infant	1 (June 2026)		
Toddler			
Preschool			

### Currently Providing Service for:

Infants	1
Toddlers	12
Preschool	2
<b>Total</b>	<b>15</b>

### Other Information:

We do have eight children on the waiting list.

### Parent Concerns:

No concerns to present at this time.

### Possible Maintenance Concerns:

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**Other Comments:**

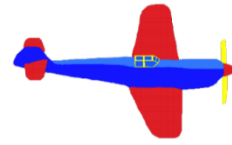
Andrea Schurman

Lead Teacher

(308) 470-6543

*"Play is the work of the child" – Maria Montessori*

# FRANKLIN Little Flyer ACADEMY



## Quarterly Report As of April 2026

Classification	Part-Time	Full-Time	Drop-In
Infant		2	
Toddler	6	6	
Preschool	2		
Infant Holds	1		
Current Total	8	8	
<b>Expected Enrollments</b>			
Infant	1 (June 2026)		
Toddler			
Preschool			

### Currently Providing Service for:

Infants	2
Toddlers	12
Preschool	2
<b>Total</b>	<b>16</b>

### Other Information:

We do have eight children on the waiting list. 4 babies and 4 toddlers.

### Parent Concerns:

No concerns to present at this time.

### Possible Maintenance Concerns:

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**Other Comments:**

Currently serving 16 children, but only 12 at a single time. We are able to schedule part-time children to be able to serve 16 children.

We have an active application for a grant. Waiting for advancement from foundation

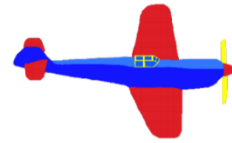
Andrea Schurman

Lead Teacher

(308) 470-6543

*"Play is the work of the child" – Maria Montessori*

# FRANKLIN Little Flyer ACADEMY



## Quarterly Report As of June 2026

Classification	Part-Time	Full-Time	Drop-In
Infant		2	
Toddler	6	6	
Preschool	2		
Infant Holds	1		
Current Total	8	8	
<b>Expected Enrollments</b>			
Infant	1 (June 2026)		
Toddler			
Preschool			

### Currently Providing Service for:

Infants	2
Toddlers	12
Preschool	2
<b>Total</b>	<b>16</b>

### Other Information:

We do have eight children on the waiting list. 4 babies and 4 toddlers.

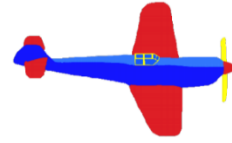
### Parent Concerns:

No concerns to present at this time.

### Possible Maintenance Concerns:

NONE

# FRANKLIN Little Flyer ACADEMY



## Other Comments:

Currently serving 16 children, but only 12 at a single time. We are able to schedule part-time children to be able to serve 16 children.

Focusing on implementing educational curriculum to promote school readiness. Due to changes in preschool opportunities, we will be working on more things with the children.

We were approved for advancement on grant. Board members are working on proper paperwork for grant.

Licensure is up for renewal. Application is being submitted by board member.

Fundraisers are being implemented to help assist with operational costs as costs continue to rise related to food, utilities, educational items, childcare equipment replacements.

Andrea Schurman

Lead Teacher

(308) 470-6543

*“Play is the work of the child” – Maria Montessori*



## LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 13 day of May, 2025, by and between the City of Franklin, a Municipal Corporation, hereinafter sometimes called CITY or LESSOR, and Franklin Little Flyer Academy, hereinafter sometimes called DAYCARE or LESSEE.

WHEREAS, the presence of a daycare is necessary and critical with regard to delivery of childcare in Franklin, Nebraska; and,

WHEREAS, The City of Franklin owns the real property and personal property described herein and wishes to encourage someone to operate a daycare in Franklin; and

WHEREAS, Franklin Little Flyer Academy, desires to operate a daycare in Franklin, Nebraska.

NOW THEREFORE, the parties being fully advised in the premises do hereby agree as follows:

### I.

#### CITY'S OBLIGATIONS

1. A. Daycare Space and Term. CITY agrees to provide DAYCARE the space located at 1312 Q Street ("the Premises"). The legal description for the property is as follows:

Lots 11-12, Block 12 Buck's and Greenwood Addition, Franklin, Bloomington, Franklin County, Nebraska; and

- B. The term of this Agreement shall be for a period of one (1) year, and further shall not be automatically renewed absent the express written mutual consent of CITY and DAYCARE.



- C. The parties shall commence negotiations for a new lease and operating agreement by March 1 , 2026, so that final negotiations can be completed within 60 days of the lease expiration. If DAYCARE plans to terminate this agreement, they must give 90 days' notice to the CITY. If CITY plans to terminate the agreement, they must give DAYCARE 90 days' notice.
  
2. In consideration of renting the above identified real estate and the CITY's performance of its obligations as specified herein, DAYCARE agrees to pay rent on the Premises to CITY in the amount of One Hundred and 00/100ths (\$100.00) per month. Such rental payment shall be due the first of the month and shall be due thereafter during the term of this agreement. No billing shall be made by the City. Daycare shall pay rent by the 5th of every month without being billed.
  
3. **Maintenance.** DAYCARE will pay for all utilities used by DAYCARE on the Premises. The CITY be responsible for all major repairs for keeping the water, sewer, lighting, heating, air-conditioning, and plumbing fixtures in good order, condition and repair; Further, CITY will be responsible for the cost and/or provide all maintenance associated with the common areas, including, but not limited to, lawn care, de-icing of all sidewalks, snow removal of all sidewalks and parking facilities that are used by patrons and staff on the premises. In addition, CITY will be responsible for and/or provide all exterior maintenance of the Premises and the building housing the Premises including, but not limited to, exterior building surfaces and repair, replacement and care of all roofs, gutters and downspouts. DAYCARE will keep the interior premises neat, clean and safe and in proper working order for use for the intended purpose as a childcare facility.



4. Inspection. The city has the right to do random walk-throughs of the facility to make sure the property is being kept clean and maintained. DAYCARE will give CITY reasonable notice of a necessary repair and CITY shall repair or remedy the same within a reasonable period of time.
5. Insurance. CITY agrees to maintain general liability and fire insurance on the above-stated Premises and to provide evidence of insurance if requested. DAYCARE will be named as an insured on any such policies. Daycare shall be responsible for all other insurance coverage, including workers comp, renters, and liability.

## II.

### **DAYCARE OBLIGATIONS**

1. Daycare and Licensure. During the term of this agreement, in return for CITY's performance as required above, DAYCARE agrees to provide, at its cost, the necessary staffing including childcare workers, cooks, and janitors or any other positions needed to run the daycare. DAYCARE will, at its own cost, obtain and maintain necessary governmental approvals and licensing for operation of the daycare, as operated by DAYCARE.
2. DAYCARE will keep and maintain child records as is customary for a daycare.
3. DAYCARE shall manage the facility and will be financially responsible for all costs and debts incurred in the operation of the daycare except for the costs that the City has agreed to pay herein, and shall be entitled to retain all revenues from the service and operation of the daycare. DAYCARE shall pay all utilities.



4. If for any reason this agreement is terminated by DAYCARE and a substitute LESSEE is needed, the DAYCARE agrees to allow the substitute LESSEE to run under the current license until a new license is obtained.

### **III.**

#### **EQUIPMENT**

1. The CITY owns certain equipment that is located in the real property described above. CITY grants to DAYCARE the ability to use this equipment without cost during the term of this lease. A detailed list of equipment is marked as Exhibit "A" attached to this Agreement. Any equipment not being used by DAYCARE shall be returned to the CITY for disposition.
2. DAYCARE agrees to provide all the additional necessary equipment and all supplies which may be needed for the day-to-day operation of the daycare. DAYCARE will retain title to all such equipment and shall maintain and insure this equipment.

### **IV.**

#### **INSURANCE**

DAYCARE will carry liability insurance, workman's comp insurance, and will also insure their contents of the daycare against casualty loss. The daycare shall list the city as an additional insured where applicable. Daycare agrees to hold harmless the City and its employees from all liability under this contract.

### **V.**

#### **NOT PARTNERSHIP OR JOINT VENTURE**



This Agreement shall not be construed to form any sort of partnership, limited partnership, or joint venture between the City and Franklin Little Flyer Academy.

## **VI. INDEMNIFICATION**

Each party agrees to indemnify the other against any claims, damages, or liability incurred by reason of the negligence or intentional wrongdoing of the indemnitor, its agents, or servants.

## **VII. REPORTING**

DAYCARE will submit a quarterly report to the Mayor and Council of CITY that includes but not limited to the number of children cared for monthly; parental concerns; facility maintenance concerns; and copies of any public agency inspection reports.

## **IX. LAW OF NEBRASKA**

This Agreement will be construed in accordance with the laws of the State of Nebraska.



## **X. NOTICE**

Any notice given under this agreement shall be given to:

Daycare: Franklin Little Flyer Academy  
1312 Q Street  
Franklin NE 68939

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Amy Stephens, President of the Board

CITY: City Clerk  
Raquel Felzien  
619 15th Ave  
Franklin NE 68939

## **XI. CIRCUMSTANCES EXCUSING PERFORMANCE**

This contract is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, fire regulations or restrictions imposed by any government or governmental agency, or other causes beyond the control of the parties. If performance in whole or part is prevented by any cause of force majeure, then this contract shall be void without penalty to either party for any such part of performance so prevented.



XII.

ENTIRE AGREEMENT

This contains the entire agreement of the parties and supersedes all earlier prior agreements or understandings between the parties.

ATTEST:



CITY OF FRANKLIN

Raquel Felzien  
Raquel Felzien, City Clerk/Treasurer

BY: Margaret Siel  
Margaret Siel, Mayor

Franklin Little Flyer Academy

Amy Stephens  
BY: Amy Stephens, President of the Board



## Exhibit A As of May 2025

List of the equipment that the City owns:

1. Up-right Freezer
2. Washer/Dyer
3. Desk
4. Toys
5. Outside equipment
6. Laptop
7. Tablet
8. Printer
9. Small file cabinet
10. Sanitizer/dishwasher

List of equipment that Daycare owns:

1. Refrigerator
2. Stove
3. 2 units coat hanger cubbies
4. 2 toy cabinets
5. Kitchen supplies
6. Blinds for windows
7. 4 baby cribs



## Marcellus Flats – Franklin, NE

### Apartment 1 – First Floor

- 629 SF
- Bed: 1
- Bath: 1
- Handicap Accessible
  - Roll-in shower
  - Open kitchen
  - Side-by-side washer dryer
- Dishwasher provided
- LVT throughout
- Ceiling fan in living and sleeping area

12' spacious ceilings in all units

1 Bedroom Units:  
600-635 sf

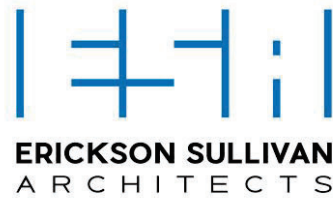
2 Bedroom Units:  
750-830 sf

### Apartment 2 – First Floor

- 830 SF
- Bed: 2 ( with [4] transom windows)
- Bath: 1
- Handicap Accessible
  - Roll-in shower
  - Open kitchen
  - Side-by-side washer dryer
- Bonus pantry closet
- Dishwasher provided
- LVT in living areas
- Carpet in sleeping areas
- Built-in linen cabinets in bathroom
- Ceiling fan in living and sleeping areas

### Apartment 3 – Second Floor

- 792 SF
- Bed: 2 (with [2] transom windows)
- Bath: 1
- Built-in kitchen island with cabinets and seating



- Dishwasher provided
- LVT in living areas
- Carpet in sleeping areas
- Stacked Washer Dryer
- Ceiling fan in living and sleeping areas

#### Apartment 4 – Second Floor

- 752 SF
- Bed: 2 (with [2] transom windows)
- Bath: 1
- Built-in kitchen island with cabinets and seating
- Dishwasher provided
- LVT in living areas
- Carpet in sleeping areas
- Stacked washer dryer
- Ceiling fan in living and sleeping areas

#### Apartment 5 – Second Floor

- 614 SF
- Bed: 1 (with [2] transom windows)
- Bath: 1
- Built-in kitchen island with cabinets and seating
- Built-in kitchen pantry cabinet
- Dishwasher provided
- LVT in living areas
- Carpet in sleeping areas
- Stacked washer dryer
- Ceiling fan in living and sleeping area

#### Apartment 6 – Second Floor

- 786 SF
- Bed: 2 (with [2] transom windows)
- Bath: 1
- Built-in kitchen island with cabinets and seating



- Dishwasher provided
- Built-in kitchen pantry cabinet
- LVT in living areas
- Carpet in sleeping areas
- Stacked washer dryer
- Ceiling fan in living and sleeping areas

#### Apartment 7 – Second Floor

- 605 SF
- Bed: 1 (with transom [3] windows)
- Bath: 1
- Open kitchen plan
- Built-in kitchen pantry cabinet
- Dishwasher provided
- LVT in living areas
- Carpet in sleeping areas
- Stacked washer dryer
- Ceiling fan in living and sleeping area

#### Apartment 8 – Second Floor

- 634 SF
- Bed: 1 (with [1] transom window)
- Bath: 1
- Built-in kitchen island with cabinets and seating
- Built-in kitchen pantry cabinet
- Dishwasher provided
- LVT in living areas
- Carpet in sleeping areas
- Stacked washer dryer
- Ceiling fan in living and sleeping area



## **Marcellus Commercial – Franklin, NE**

### Commercial Space A

- 1618 SF
- Single restroom
- LVT throughout
- Access to shared janitor closet

### Commercial Space B

- 960 SF
- Single restroom
- LVT throughout
- Access to shared janitor closet



This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Franklin, Owner, and \_\_\_\_\_, Tenant(s), in consideration of their mutual promises agree as follows:

**A. PURPOSE**

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

The Tenant desires and has received written approval from the Owner to keep the pet named \_\_\_\_\_ and described as follows (photo must be attached):

\_\_\_\_\_

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

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

**B. CERTIFICATE**

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

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

**C. PET FEE & RENTAL DEPOSIT**

1. Tenant agrees to pay a Pet Fee of **\$400.00 (four-hundred dollars)** in addition to the rental security deposit.
2. The Pet Fee is nonrefundable and will be used towards, but is not limited to, repairs, cleaning, removal of dander in ventilation systems, treatment for flea infestation, or replacement of any part of the apartment or premises damaged by the pet. The Tenant’s liability for damages applies to flooring, doors, walls, window fixtures, windows, screens, cabinets, appliances, and any other part of the dwelling unit, landscaping, or other improvements to Owner’s property. It is further understood that damage charges are not limited to the deposit held by the Owner.



#### D. PET CATEGORIES

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

1. Only one dog or one cat may be maintained by the Tenant and may not exceed forty (40) pounds.
2. An aquarium up to a 10 (ten) gallon tank may be maintained for non-dangerous fish only, and may not be used for other animals such as amphibians, reptiles, rodents, etc.

#### E. PET EMERGENCY

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

Name: \_\_\_\_\_ Relationship to Tenant: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Signature of Responsible Party: \_\_\_\_\_

#### F. RESPONSIBILITIES & CARE

1. The Tenant agrees that if for any reason the Pet is left unattended as specified or whose health is jeopardized by the Tenant neglect, mistreatment, or inability to care for the animal, the Owner shall contact the Pet Emergency Person named above. Such circumstances shall be deemed an emergency for the purposes of the Owner's right to enter the Tenant's unit to allow such person to remove the animal from the premises. The Owner accepts no responsibility for any pet so removed. The specifications for unattended pets are as follows:
  - a. Dogs – 9 hours, Cats – 12 hours
2. All animal waste or litter from litter boxes or cages is to be picked up and disposed of in SEALED PLASTIC BAGS and placed in the trash bin outside the building.
  - a. Cat litter must be emptied and replaced at least twice weekly and cleaned daily to minimize odor.
  - b. Litter from litter boxes nor waste is **not** to be disposed of down the toilet.
  - c. If a smell is developed because of improper care of the Pet, the Owner shall first give one verbal reprimand, followed written notice to remedy within 7 days. The next notice of the problem shall result in the Tenant required to remove the Pet from the building.
  - d. The Tenant agrees to use an appropriate scoop to clean up Pet waste on the exterior grounds and all surrounding property. The debris shall be disposed of in a sealed plastic bag in a designated outdoor trash receptacle.
  - e. An aquarium must be routinely cleaned and water changed to maintain an odor free environment, at a minimum monthly.
3. The Tenant agrees to provide adequate care, nutrition, exercise, and medical care for the Pet.
4. The Tenant agrees and is aware that the Owner may impose a \$25.00 per occurrence waste removal charge, in the event that the Tenant does not comply with the procedures of disposal of pet waste.

#### G. INSPECTION

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

#### H. PET RESTRAINTS

1. The Pet must be kept in the Tenant's apartment at all times.
2. The Pet must be on a leash at all times when on the building property outside the apartment unit. At no time will the Pet be allowed to roam free.
3. The Tenant agrees to keep the Pet under control at all times so that the Pet does not jump up on other tenants or guests on the property and that they are not bothered or unduly frightened by



excessive barking or other aggressive behavior.

4. A Pet that disturbs the peace and quiet of the neighbors through noise, smell, animal waste, biting, scratching or other nuisance will be in non-compliance as set forth in Section A.
5. The Pet shall be totally removed from their units for the full amount of specified time for any commercial treatments of chemicals or applications, exterminating or defleaing of the building, for the safety of the Pet.
6. The Tenant acknowledges that other tenants may have chemical sensitivities or allergies or are easily frightened by animals. The Tenant, therefore, agrees to exercise common sense and common courtesy in respect of other tenants' rights to peaceful and quiet enjoyment of the premises.
7. The Tenant assures the Pet is quiet and housebroken and will not cause damage or disrupt other Tenant's living environment.
8. Tenants shall not alter their apartment or any part of the premises to create an enclosure for the Pet.
9. Tenants are prohibited from feeding stray animals. Feeding of stray animals shall constitute having a Pet without permission.
10. Visitors or guests are prohibited from bringing pets onto the premises.
11. All aquariums must be sealed against leakage and properly cleaned and maintained.

**I. NON-COMPLIANCE**

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

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

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

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**Tenant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-Tenant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Owner/Manager Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





**CITY OF FRANKLIN**

**Property Manager  
Hutchins Building / Marcellus  
Flats**



**JOB TYPE:** Contracted service provider with the City

**COMPENSATION:** \$1,200/month

- \$1,500 during initial lease-up 4-month period, August/September-November/December 2026.
- Estimated 25–40 hours per month, with workload fluctuating based on lease-up, inspections, and unit turnover.
- Ten relief days per calendar year allowed with phone line transferred to City staff, with a minimum 48-hour coordination in advance.
- Compensation reviewed annually as part of the City's NAHTF Annual Summary Report
- Cell phone number assigned through the City, using Contractor's phone device.
- Option of apartment unit provided with compensation adjusted accordingly.

**SUMMARY:**

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

**KEY RESPONSIBILITIES:**

**Tenant Relations & Communication**

- Serve as the primary point of contact for residential and commercial tenants
- Respond to non-emergency tenant inquiries and service requests by the next business day, defined as Monday thru Friday, 8:00 am to 4:00 pm, excluding federal holidays.
- Response to emergencies will be directed to the Property Manager to then disseminate to the appropriate City designee or department. In most cases a site visit of the incident is required within 48-hours for follow-up and logged appropriately.
- Maintain consistent communication with tenants regarding requests, timelines, and updates
- Address tenant complaints and concerns professionally and consistently
- Enforce lease terms, Rules & Regulations, and Pet Agreement provisions; issue notices or warnings per City policy and escalate violations as required.
  - Maintain the Hutchins Building logbook of incidents, complaints, responses.
  - Escalate to the City Council representative as needed and minor complaints or incidents by the 3<sup>rd</sup> similar incident.
- Ensure all tenant interactions comply with Fair Housing laws and NAHTF program requirements

- Monitor monthly rent collection tracking late or missed payments with tenant as needed.

### **Maintenance & Vendor Coordination**

- Oversee maintenance operations for residential and commercial units
- Receive, assess, and coordinate responses to work orders and service requests. Coordinate with City designee/employee for first review of needed vendor work.
  - Resolve minor maintenance issues, which may include: clogged drains, toilets, lockouts, door hardware issues, package delivery concerns, parking complaint, pet complaints, and similar routine matters.
- Respond to emergency maintenance issues within 30 minutes by phone call, and onsite if warranted, and notify City designee/employee as appropriate.
- Coordinate contracted vendors and City-owned services when needed (utilities, trash removal, Wi-Fi fiber).
- Perform basic onsite assessments and schedule vendor repairs as needed. Utilize the City's preferred vendors.
- Maintain communication with tenants regarding maintenance status and delays.
- Verify completion and quality of vendor work prior to City payment approval. Notify City designee/employee to inspect the work.
- Oversee unit turnover between leases, coordinating pest control, painting, cleaning, and repairs.
- Maintain responsibility for common-area and high-reach light bulbs; tenants remain responsible for specified in-unit bulbs.

### **Inspections, Compliance & Reporting**

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

### **Leasing & Application Management**

- A City of Franklin assigned email will be provided for tenant and property communication.
- Coordinate marketing efforts with City employee using website, social media, and online rental platforms, and paid advertising when needed.
- Provide apartment tours and organize open-house viewings to support unit lease-up.
- Maintain accurate and timely updates to the City website and social media.
- Manage the apartment application process in accordance with the Tenant Selection Policy.

- Collect and log required applicant documentation and communications. Submit completed applications to SCEDD for final review and approval.
- Coordinate tenant move-in process, including collection of deposits and first month's rent.
- Facilitate execution of all required lease and compliance documents.
- Confirm move-in dates and coordinate key hand-off.
- Track rent payments, communicate with tenant on late payments, and notify the City of status of payments.
- Coordinate move-out walkthroughs, document unit condition with photos, and communicate tenant obligations.
  - Provide written recommendations to the City regarding security deposit refunds.
- Maintain organized digital tenant files to ensure record retention aligns with City, NAHTF, and audit requirements.

**Supervision of Contracted Services:**

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

The Property Manager compensation shall consist of a base monthly retainer for routine operations, with additional event-based compensation for initial lease-up periods and extraordinary emergency response if and when applicable.

**QUALIFICATIONS:**

- Experience in property or facilities maintenance, or similar management role.
- Experience coordinating vendors and managing service providers.
- Excellent customer service, organizational, and communication skills both written and verbal.
- Ability to track expenses and maintain records utilizing computer software and programs provided. The contractor must provide their own computer access.
- Demonstrated problem-solving and decision-making ability. The Property Manager operates independently on routine operational matters.
- Ability to climb stairs routinely, lift up to 60 pounds, and safely use a ladder for changing of light bulbs in common areas and high fixtures inside apartment units when needed.



**CITY OF FRANKLIN**

## **Contracted Services Hutchins Building**



### **Contracted Service: Property Manager**

The City of Franklin is seeking a contracted Property Manager to oversee day-to-day operations of the Hutchins Building in a part-time flex role. Property Management is for two commercial spaces and eight residential apartments (Marcellus Flats) in the newly renovated downtown Hutchins Building. *Contract anticipated start date is mid-August to early September, 2026.* The option for a live-in position will be considered, upon request, with compensation adjusted accordingly for rent.

#### **Key Responsibilities:**

- Serve as the primary point of contact for residential and commercial tenants
- Coordinate routine and emergency maintenance, vendors, and contracted services
- Manage leasing activities, including showings, applications, move-in, and turnover
- Conduct regular property inspections
- Support rental payment tracking, tenant compliance, and required documentation
- Coordinate annual income verification and compliance activities of the residential units to comply with the Nebraska Affordable Housing Trust Fund program
- Provide clear communication and operational updates to City staff and Council

#### **Desired Experience & Skills:**

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

**Compensation:** \$1,200/month; additional stipend for the initial 4-month lease-up period.

**Time Commitment:** Varies with an estimated **25–40 hours per month**, dependent upon tenant turnover and extraordinary/emergency events.

## Contracted Service: Interior Cleaning **\*\*TO BE ADVERTISED\*\***

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

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*\*\*\* FOR INTERNAL USE ONLY – as City Council determined best to assign to existing employee(s) for a trial period. The role will be re-evaluated in 6 months with City employee and PM feedback considered.*

## City Employee: Grounds Maintenance

- Provide grounds maintenance services a minimum two (2) times per week, with snow removal performed as needed during applicable seasons.
- Responsibilities include maintaining the building perimeter and exterior areas, including:
  - Blowing or sweeping debris from walkways and building edges
  - Picking up litter and trash
  - Cleaning parking areas
  - Hosing exterior areas as needed to maintain appearance and cleanliness
- Monitor outdoor conditions and address routine maintenance needs, escalating larger issues or repair concerns to the Property Manager and/or City Designee (City Council or management).
- Maintain grounds in a manner that promotes safety, accessibility, and curb appeal for residents, tenants, and visitors.
- *Scope of work to begin upon anticipated significant building completion, mid-late September 2026.*



## Property Manager Application – Hutchins Building / Marcellus Flats

Please complete this application and submit all requested materials by the deadline indicated in the position posting. A resume providing at least 5 years of work experience is required. Additional pages may be attached if necessary.

### Applicant Information

Full Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_ Email: \_\_\_\_\_

### Professional Experience

Describe your experience in property or facilities management, customer service, or related fields. Include the number of years of experience and types of properties or facilities managed, if applicable.

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### Relevant Skills & Qualifications

Please briefly describe your experience in the following areas (check all that apply):

Tenant relations and/or customer service:

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Maintenance coordination and/or vendor oversight:

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Leasing, showings, unit turnover coordination, and/or promotion/marketing:

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Rent tracking and/or financial documentation:

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Recordkeeping, reporting, and use of computer software:

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### Availability & Capacity

This position requires an estimated commitment of 25–40 hours per month, with occasional workload spikes during unit turnover or compliance periods. Please describe your availability and ability to meet these requirements and describe additional time commitments and obligations, for consideration. As this is a part-time flex position, applicants maintaining other employment is anticipated.

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### Independent Contractor Status

This position is a contracted service provider role with the City of Franklin.

Do you currently operate as an independent contractor or business entity?  Yes  No

If yes, please provide business name and Nebraska EIN (if applicable):

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### References

Please provide at least two professional references, unrelated people to you, familiar with your management and customer service experience.

Reference 1 Name: \_\_\_\_\_ Phone/Email: \_\_\_\_\_

Reference 2 Name: \_\_\_\_\_ Phone/Email: \_\_\_\_\_

### Certification & Signature

I certify that the information provided in this application is true and complete to the best of my knowledge. I understand that providing false information may result in disqualification.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_