

City of Franklin Regular Meeting August 11, 2026 6:00 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. Mayor Communications

- **Set up a committee to work on updating the fireworks ordinance**
- **Set up a committee to work on updating the Zoning Permit**
- **Special meeting for Budget Workshop with AMGL on August 26th at 5:00 PM**
- **Congressional representative Adrian Smith will be at the Library patio to meet with Franklin business leaders on Wednesday, August 19th, from 4:30 to 5:00 PM**

4. Consent Agenda

4.a. Minutes of the previous meetings

4.b. Treasurer's Report

4.c. Budget Report

4.d. **CLAIMS**

- All approved claims, except for Duncan Welding, will be processed in a separate motion.

4.e. **Class C and CK Liquor License renewals** - We did not receive any protest to require a hearing.

- Pitstop and Shop Inc Class C- 102 16th Ave
- Topsy Cow Class CK - 709 15th Ave

4.f. Franklin County Sheriff's report

5. Discussion and Action Items

5.a. Discussion and action on needing concrete repairs around the Veteran's Memorial area in our City Park.

5.b. Discussion and action 2026 Nuisance abatement program

- **Rescind Declared Nuisances**

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.



- Rescind declared nuisance resolution on property that has been brought into compliance with the City's Nuisance Ordinance.
 - **Postponement requests**
 - Consider the property owners' written request for postponement of abatement action (if any have been received — none at this time)
 - **Parcel review/Next Steps**
 - Review parcels remaining out of compliance with the City's ordinance. Discuss next steps in moving forward with abatement.
- 5.c. Discussion and action on reviewing the Franklin Little Flyer Academy lease agreement
- 5.d. Discussion and action on the hiring of Jason Fox as the part-time Ordinance Officer, Zoning Administrator and Floodplain Administrator at \$18.00 per hour.
- 5.e. Discussion and action on the hiring of the Property Manager for Hutchins Building/Marcellus Flats to contractor Longshot Property Development. The pay will be \$1,500 per month initial up to 4 months, then \$1,200/ per month.
- 5.f. Discussion and action on the contract agreement with Longshot Property Development and City of Franklin, including any exceptions for the property manager.
- 5.g. Discussion and action on revising the City council wages for FY 2027.
- 5.h. Discussion and action on payment **#13** to RMV Construction for the amount of **\$95,700.16** for the NAHTF grant. Services for general conditions, paving, drywall work, fire suppression, electrical, grading, fees.
- 5.i. Discussion and action on payment **#02** to RMV Construction for the amount of **\$117,374.00** for the masonry, contractors fee, general conditions, small tool equipment, materials and labor.
- 5.j. Discussion and action on Marcellus Flats policies:
- Tenant application
 - Tenant Rules & Regs
 - Tenant Selection
 - Lease Agreement
 - Pet Agreement
- 5.k. Discussion and action on rescinding the motion for advertising of the small metal building behind the Fire Barn.
6. **Resolutions to be passed**
- 6.a. **RESOLUTION 2026-06**
- **Nebraska Department of Economic Development's Leadership Certified Community Program**
7. **Public Comments**

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8. Adjourn

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Congressman Adrian Smith
will join the

Franklin Chamber of Commerce
for a meeting on

Wednesday, August 19th
4:30 pm – 5:00 pm CT

Meeting Location
Franklin Public Library
1502 P Street, Franklin

For Further Details
Call: (308) 384-3900

Franklin, Nebraska
July 14, 2026

A meeting of the Mayor and Council of the City of Franklin, Nebraska was held at City Hall in said City on July 14, 2026, at 6:00 PM

Upon roll call, the following board members were in attendance: Dave Duncan, Dave Platt, Mike Stephens, Sandy Urbina. Absent: Margaret Siel.

Dave Platt 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 members. 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 shown hereafter were taken while the convened meeting was open to the public.

Thank you to the Franklin community for joining us at the July 1st ribbon-cutting event for the new park feature funded by the RCRP grant from the Nebraska Department of Economic Development. We also appreciate the South-Central Economic Development District and LeAnn Jochum for their guidance and support throughout the grant process. It was wonderful to see everyone enjoying the park, exploring the new amenities, and celebrating these exciting additions with us.

Motion made by Sandy Urbina, seconded by Mike Stephens to approve and/or receive the items on the Consent Agenda and to waive the oral reading of the minutes. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

AFLAC	\$356.60	INS.
MELODIE LYNN TURNER BELLAMY	\$4,899.00	FEE
BCBS	\$5,918.82	INS.
BLACK HILLS ENERGY	\$160.05	GAS
BUSINESS WORLD PRODUCTS	\$59.99	SUPPLY
CASPIAN GROUP INC	\$375.00	FEE
CHESTERMAN COMPANY	\$296.25	SUPPLY
CHRISTIE MALL	\$80.00	FEE
CITY OF FRANKLIN	\$461.91	FEE
CITY OF HOLDREGE	\$3,054.44	DISP.FEE
CPI	\$1,553.20	FUEL
CONNIE KAHRs	\$105.00	SUPPLY

DELTA DENTAL	\$304.46	INS.
DETERDINGS CLASSIC POOL	\$21.99	SUPPLY
DUNCAN THEIS CONST. INC	\$2,509.00	RCRP GRANT
DUTTON LAINSON	\$1,171.50	MAINT/FEE
EAKES OFFICE SOLUTIONS	\$49.49	FEE
EFTPS	\$16,055.67	PAYROLL
ERICKSON SULLIVAN ARCHITECTS	\$1,150.00	RCRP GRANT
ERICKSON SULLIVAN ARCHITECTS	\$3,712.50	NAHTF GRANT
CITY OF FRANKLIN ELECTRIC FUND	\$2,645.88	ELECTRIC
FELZIEN, RAQUEL	\$239.98	REIMB.
FRANKLIN AUTO PARTS	\$1,798.71	MAINT.
FRANKLIN CHAMBER	\$400.00	FEE
FRANKLIN COUNTY SHERIFF	\$6,032.00	FEE
FREEDOM CLAIMS	\$3,000.00	INS.
GERDES FEED & SUPPLY	\$12.98	MAINT.
GLENWOOD TELECOM.	\$643.21	PHONE
GRAINGER	\$165.35	MAINT.
HOMTOWN LEASING	\$441.82	LEASE FEE
JEO CONSULTING GROUP INC	\$1,688.75	FEE
JIM'S OK TIRE	\$384.50	MAINT.
JR'S CARPENTRY	\$186.25	FEE
KATHY JANSSEN	\$50.00	FEE
LIZ VOSS	\$449.66	FEE
LOYAL LAWN CARE	\$3,000.00	FEE
MADISON NATIONAL LIFE	\$56.30	FEE
MENARDS	\$73.18	MAINT.
MG TRUST	\$6,340.54	PAYROLL
MICHEAELA BALLARD	\$280.00	FEE
MIDWEST HYDRAULIC SERVICE	\$757.93	MAINT.
MID RIVERS BASEBALL LEAGUE	\$200.00	FEE
MUNICIPAL SUPPLY	\$1,448.09	SUPPLY
NDEE	\$280.00	SCHOOL

NE DEPT OF REV.	\$6,601.56	SALES TAX
NE POWER REVIEW BOARD	\$202.54	FEE
NE PUBLIC HEALTH ENVIROMENTAL	\$99.00	FEE
NUESYNERGY INC	\$751.00	PAYROLL
NMC CAT	\$8,360.00	LEASE FEE
ONE CALL CONCEPTS	\$43.73	FEE
PAYROLL	\$57,943.18	PAYROLL
PAULSEN INC	\$852.50	MAINT.
PITSTOP AND SHOP	\$367.10	FUEL
PLANKS LUMBER AND HARWARE	\$53.45	SUPPLY
QUADIENT FINANCE/POSTAGE	\$350.00	POSTAGE
R& R SALES	\$134.75	MAINT.
RELIABLE PEST CONTROL	\$160.00	MAINT.
RIGHTWAY GROCERY	\$496.47	SUPPLY
RMV CONST.	\$222,331.34	GRANT/NAHTF
ROCKIT EVENT PROS	\$416.63	FEE
ROSEBOWL PLAYHOUSE INC	\$343.52	FEE
SE SMITH AND SONS	\$1,648.32	MAINT.
SAHLING KENWORTH	\$1,632.54	MAINT.
SANITATION PRODUCTS	\$4,002.74	MAINT.
SCEDD	\$5,000.00	RCRP GRANT
SCHMIDT COMPUTER	\$420.00	FEE
SOUTHEAST LIBRARY SYSTEM	\$270.00	FEE
SOUTHERN PUBLIC POWER DISTRICT	\$48,135.91	FEE
SUNSET SPA & SUPPLY	\$394.66	MAINT.
TERRY MEADE	\$574.34	FEE
TWO RIVERS PUBLIC HEALTH	\$205.00	FEE
US BANK	\$8,229.72	SUPPLY/MAINT.
VERIZON	\$79.94	PHONE
VSP	\$98.12	INS.
WAPA	\$6,298.66	POWER
TOTAL:	\$449,366.72	

Motion made by Dave Duncan, seconded by Sandy Urbina to approve PEO Fall Fun, to close 15th Ave Main Street from the City Hall corner to K Street September 26, 2026, Event 10 AM to 12 PM close street from 7 AM to 12 PM. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Mike Stephens, seconded by Dave Duncan to approve abatement for property 2026-10001. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Sandy Urbina to approve Kearney Junk Removal as the abatement company for nuisances for 2026. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Sandy Urbina to approve hiring Lane Wenninghoff for the Cemetery/Park Caretaker Floater position at \$20 per hour with starting date of July 16, 2026. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Mike Stephens, seconded by Sandy Urbina to offering the position of ordinance officer/zoning and floodplain administrator to Jason Fox at \$18.00 per hour with a minimum of 20 hours a week. Motion Passed.

Duncan: Nay, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 3, Nay: 1

Duncan: Nay

Motion made by Dave Duncan, seconded by Mike Stephens to approve selling the property at 213 14th Ave with a minimum of \$10,000.00 deeming the total sum due of \$18,087.94 potentially uncollectable. Following the sheriff's sale the city thereby will forgive all the City of Franklin Liens and encumbrances above the minimum bid. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Mike Stephens to approve selling the property at 808 17th Ave with a minimum of \$3,000.00 deeming the total sum due to \$13,716.77 potentially uncollectable. Following the sheriff's sale the city thereby will forgive all the City of Franklin Liens and encumbrances above the minimum bid. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Mike Stephens, seconded by Sandy Urbina to table updating the zoning permit and get more information for future meetings, with a committee. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Mike Stephens to table updating the firework ordinance to add a timeframe of when the fireworks need picked up after firing them off. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Sandy Urbina to accept the donation of the bench and tree from Gene Hayes in memory of Avis Hayes at our City Park. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Sandy Urbina to award the C&D landfill project to Van Kirk Brothers Contracting for their bid amount of \$92,800.00. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Mike Stephens to approve the advertising request for proposal for sealed bids due by August 4, 2026, to move the metal building behind the Fire Barn at 618 14th Ave with the building removed between October 16, 2026, to October 30, 2026. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Mike Stephens, seconded by Sandy Urbina to approve payment #12 to RMV Construction for \$222,331.34. for the NAHTF grant. Services for general conditions, paving, drywall work, fire suppression, electrical, grading, fees. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Sandy Urbina to approve payment #16 to Erickson Sullivan Architects for \$3,712.50 for Architectural services period ending June 30, 2026, for NAHTF grant. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Duncan, seconded by Sandy Urbina to table these policies for Marcellus Flats for further information. SCEDD and City Lawyer will review. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Motion made by Dave Platt, seconded by Sandy Urbina to approve resolution 2026-08 LARM renewal for 3 years at the 5% discount of \$120,099.00. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea

Yea: 4, Nay: 0

Public comments: Steven Dallmann, 1610 O Street, asked about the public complaint he filed regarding a property and noted that a fence was being installed to address the issue. Open house was a great event with lots of residents attending. Good job and thank you to all those who were involved.

Adjourn meeting at 8:34 PM

ATTEST:

Raquel Felzien, City Clerk

APPROVED:

Margaret Siel, Mayor

Franklin Public Library
Board of Trustees
Regular Meeting
August 3, 2026

The meeting was called to order at 6:02 p.m. by President Joan Dorn. In attendance, were Trustees, Joan Dorn, Melinda Siel, Linda Lennemann, Brandi Siel and Librarian Amanda Shelton. Absent: Taylor Herrick Visitors: Katrina Burkhardt

Open Meetings Act posted.
Notice of Meeting posted.

Joan Dorn presented the agenda. The minutes of the June meeting were read. Linda made a motion and Brandi seconded the motion to approve the agenda and minutes. Motion carried 4-0.

Correspondence & Communication:

No visitor comments

Librarian Report:

2026 Summer Reading Program was well attended. The totals for the program were 309 children, 24 teens, and 125 adults. The new patio area worked great for the activities. The patio is a great addition to the library.

Circulation statistics for May and June were reviewed.

There were no committee reports.
Other items of interest:

It was approved to have a person employed with the city to fill in when the librarian is absent and the assistant librarian is unavailable.

There was no other business. Brandi made a motion to adjourn and Melinda seconded the motion. Motion carried 4-0

Meeting adjourned at 6:13 p.m.

The next regular meeting will be October 5, 2026

Melinda Siel, Secretary

Franklin, Nebraska
August 6, 2026

A meeting of the Ball Park Board of the City of Franklin, Nebraska was held at City Hall in said City on August 6, 2026, at 7:30 AM

Upon roll call, the following board members were in attendance: **Present:** Kelsey Sindt, Webb Antholz, Dave Duncan, Kathy Peterman, Zach Siel, **Absent:** Ale Siel.

Notice of this meeting was simultaneously given to the all members. 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 shown hereafter were taken while the convened meeting was open to the public.

Motion made by Kelsey Sindt, seconded by Kathy Peterman to approve minutes from previous meeting. Motion Passed.

Antholz: Yea, Duncan: Yea, Peterman: Yea, Siel: Absent, Siel: Yea, Sindt: Yea
Yea: 5, Nay: 0, Absent: 1

Motion made by Kelsey Sindt, seconded by Webb Antholz to approve \$500 bonus for Ballpark Manager Mark Florom. Motion Passed.

Antholz: Yea, Duncan: Yea, Peterman: Yea, Siel: Absent, Siel: Yea, Sindt: Yea
Yea: 5, Nay: 0, Absent: 1

Motion made by Webb Antholz, seconded by Zach Siel to approve donation from the Sindt Family of their swing set to be put out to the ball field. Motion Passed.

Antholz: Yea, Duncan: Yea, Peterman: Yea, Siel: Absent, Siel: Yea, Sindt: Yea
Yea: 5, Nay: 0, Absent: 1

Motion made by Kelsey Sindt, seconded by Webb Antholz to discussed and approve to surplus the current swing set at the ballfield. Motion Passed.

Antholz: Yea, Duncan: Yea, Peterman: Yea, Siel: Absent, Siel: Yea, Sindt: Yea
Yea: 5, Nay: 0, Absent: 1

Meeting adjourned at 8:00 a.m.

Submitted by:
Michelle Kahrs
Secretary

Cornerstone Bank & SCSB	for AUGUST 11, 2026 meeting				
Beginging Balance	\$847,472.81				
Credit Transactions	\$297,802.14				
Debit Transactions	\$437,045.14				
ending bank balance	\$708,229.81				
C & D Enterprise Fund	\$82,307.71				
Farmers State Bank Trust/ Health Acct	\$73,539.88				
TOTAL OF ALL CHECKING ACCOUNTS	\$864,077.40				
CD BALANCES CORNERSTONE BANK (C	CERTIFICATE VALUE	INTEREST EARNED	RATE	MATURITY DATE	ACCOUNT TERM
CSB CD#114064	\$56,502.60	\$0.00	3.70%	08/05/2026	7 MONTHS
CSB CD# 115430	\$288,236.96	\$2,635.58	3.70%	9/20/2026	7 MONTHS
CSB CD#127419	\$159,343.27	\$1,511.04	3.70%	2/9/2027	7 MONTHS
CSB CD#128049	\$311,699.24	\$0.00	3.70%	08/06/2026	7 MONTHS
CSB CD#128711	\$183,306.19	\$0.00	3.70%	08/26/2026	7 MONTHS
CSB CD#135024	\$79,864.98	\$0.00	3.70%	8/26/2026	7 MONTHS
CSB CD#137368	\$58,697.90	\$360.73	3.70%	12/9/2026	7 MONTHS
CSB CD#137370	\$58,148.16	\$357.35	3.70%	12/9/2026	7 MONTHS
Total CBS:	\$1,195,799.30	\$4,864.70			
SOUTH CENTRAL STATE BANK (SCS	CERTIFICATE VALUE	INTEREST EARNED	RATE	MATURITY DATE	ACCOUNT TERM
SCSB CD#405884	\$56,282.07	\$345.88	3.70%	11/07/2026	5 MONTHS
SCSB CD#405922	\$459,165.97	\$4,242.63	3.70%	8/21/2026	5 MONTHS
SCSB CD#405923	\$339,057.85	\$3,132.85	3.70%	08/21/2026	5 MONTHS
Total SCSB:	\$854,505.89	\$7,721.36			
Total CD's Investments:	\$2,050,305.19	\$12,586.06			
GRAND TOTAL CHECKING & CD'S:	\$2,914,382.59				

BUDGET REPORT

CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
05-00-4100	PROPERTY TAX	7,291.77	185,547.59	74.78	62,584.08	248,131.67
05-00-4103	CITY SALES TAX	10,748.03	86,818.43	72.35	33,181.57	120,000.00
05-00-4211	STATE EQUALIZATION PYMT		120,044.88	82.80	24,938.92	144,983.80
05-00-4300	INTEREST		263,416.35	1,053.67	238,416.35-	25,000.00
05-00-4305	MISC REVENUES	311.50	13,518.08	108.14	1,018.08-	12,500.00
05-00-4310	DOG LICENSE/IMPOUND FEES		377.00	75.40	123.00	500.00
05-00-4320	LIQUOR/TOBACCO LICENSE		900.00	25.71	2,600.00	3,500.00
05-00-4340	FINES & FEES	445.00	4,177.00	55.69	3,323.00	7,500.00
05-00-4343	GRANT MONEY - CDBG				10,000.00	10,000.00
05-00-4348	MOSQUITO SPRAYING/BLOOMINGTON	185.00	370.00		370.00-	
05-00-4380	FRANCHISE FEES		3,203.73	64.07	1,796.27	5,000.00
05-00-4400	INSURANCE PROCEEDS				10,000.00	10,000.00
05-00-4611	HSA REIMBURSEMENT	266.21	6,986.77		6,986.77-	
	ADMIN TOTAL	19,247.51	685,359.83	116.73	98,244.36-	587,115.47
SUMMER RECREATION DEPARTMENT						
05-01-4010	BALL PARK REGISTRATIONS		2,369.00	94.76	131.00	2,500.00
05-01-4014	BALL PARK ADMISSIONS		3,538.25	88.46	461.75	4,000.00
05-01-4016	BALL PARK CONCESSIONS		9,917.59		9,917.59-	
05-01-4640	SUMMER REC DONATIONS		1,750.00	87.50	250.00	2,000.00
	SUMMER RECREATION TOTAL	.00	17,574.84	206.76	9,074.84-	8,500.00
POOL DEPARTMENT						
05-03-4014	POOL ADMISSIONS	957.76	5,177.04	103.54	177.04-	5,000.00
05-03-4016	POOL CANDY	576.00	1,462.75	97.52	37.25	1,500.00
05-03-4017	SWIMMING LESSONS				1,500.00	1,500.00
05-03-4108	SWIM TEAM REVENUE				300.00	300.00
05-03-4303	POOL MISC REVENUE				200.00	200.00
	POOL TOTAL	1,533.76	6,639.79	78.12	1,860.21	8,500.00
PARK DEPARTMENT						
05-04-4015	RV PARK INCOME	329.58	3,293.89	164.69	1,293.89-	2,000.00
05-04-4343	GRANT MONEY		22,552.10	3.76	577,447.90	600,000.00
	PARK TOTAL	329.58	25,845.99	4.29	576,154.01	602,000.00
LIBRARY DEPARTMENT						
05-08-4018	LIBRARY INCOME	122.00	1,002.10	66.81	497.90	1,500.00
05-08-4305	MISC REVENUE - LIBRARY				500.00	500.00
	LIBRARY TOTAL	122.00	1,002.10	50.11	997.90	2,000.00

BUDGET REPORT

CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
CEMETERY DEPARTMENT						
05-11-4020	CEMETERY INCOME		6,175.00	77.19	1,825.00	8,000.00
	CEMETERY TOTAL	.00	6,175.00	77.19	1,825.00	8,000.00
	GENERAL TOTAL	21,232.85	742,597.55	61.06	473,517.92	1,216,115.47
ADMIN DEPARTMENT						
12-00-4230	HIGHWAY ALLOCATIONS - STR	16,615.52	149,878.50	89.08	18,368.50	168,247.00
12-00-4231	MOTOR VEHICLE FEES - STR	2,074.57	17,054.38	85.27	2,945.62	20,000.00
12-00-4321	ROAD TAX - STR	58.96	3,622.20	72.44	1,377.80	5,000.00
12-00-4331	MOTOR VEHICLE SALESTAX RECEIPT	979.58	14,820.31	49.40	15,179.69	30,000.00
12-00-4400	SALE OF EQUIPMENT				5,000.00	5,000.00
12-00-4611	HSA REIMBURSEMENT		1.22		1.22-	
	ADMIN TOTAL	19,728.63	185,376.61	81.22	42,870.39	228,247.00
	STREET TOTAL	19,728.63	185,376.61	81.22	42,870.39	228,247.00
14-00-4343	C4K GRANT MONEY REVENUE		357.77-		357.77	
	ADMIN TOTAL	.00	357.77	.00	357.77-	.00
	C4K GRANT TOTAL	.00	357.77	.00	357.77-	.00
16-00-4103	CDA CITY SALES TAX REVENUE	3,582.68	28,939.49	82.68	6,060.51	35,000.00
16-00-4125	LOAN PROCEEDS/CDA GRANT		730,300.51	51.36	691,699.49	1,422,000.00
16-00-4910	TRANSFER FROM OTHER FUNDS				500,000.00	500,000.00
	ADMIN TOTAL	3,582.68	759,240.00	38.80	1197,760.00	1,957,000.00
	CDA TOTAL	3,582.68	759,240.00	38.80	1197,760.00	1,957,000.00
	TOTAL REVENUE	44,544.16	1,687,571.93	49.61	1713,790.54	3,401,362.47

BUDGET REPORT
CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
SUMMER RECREATION DEPARTMENT						
05-01-5010	FUEL	12.91	143.03	71.52	56.97	200.00
05-01-5040	ELECTRICITY BALL PARK				200.00	200.00
05-01-5110	SALARIES- SUMMER REC		2,000.00	80.00	500.00	2,500.00
05-01-5111	UMPIRE FEES		3,000.00	100.00		3,000.00
05-01-5120	FICA		153.00	76.50	47.00	200.00
05-01-5150	PLAYER INSURANCE				400.00	400.00
05-01-5280	UNIFORMS		180.00	18.00	820.00	1,000.00
05-01-5310	CHEMICALS		790.53	316.21	540.53-	250.00
05-01-5320	MATERIALS/SUPPLIES	562.47	1,204.09	120.41	204.09-	1,000.00
05-01-5321	EQUIPMENT	115.93	1,571.83	104.79	71.83-	1,500.00
05-01-5322	FOOD FOR CONCESSION STAND	954.83	3,733.10		3,733.10-	
05-01-5350	PRINTING				100.00	100.00
05-01-5420	MAINT/REPAIRS		265.86	13.29	1,734.14	2,000.00
05-01-5450	FEES/DUES		1,651.29	165.13	651.29-	1,000.00
05-01-5610	SUMMER RECREATION MISC EXPENSE		400.00	80.00	100.00	500.00
05-01-5800	CAPITAL OUTLAY- SUM REC		5,604.28	112.09	604.28-	5,000.00
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	SUMMER RECREATION TOTAL	1,646.14	20,697.01	109.80	1,847.01-	18,850.00
POOL DEPARTMENT						
05-03-5020	PHONE - POOL	103.56	208.70	41.74	291.30	500.00
05-03-5030	NATURAL GAS - POOL	71.27	206.71	20.67	793.29	1,000.00
05-03-5040	ELECTRICITY - POOL				1,500.00	1,500.00
05-03-5070	PENSION PLAN - POOL		10.62		10.62-	
05-03-5110	SALARIES - POOL	18,986.21	31,152.75	77.88	8,847.25	40,000.00
05-03-5120	FICA EXPENSE - POOL	1,452.45	2,364.08	63.04	1,385.92	3,750.00
05-03-5140	PROFESSIONAL - POOL		1,457.75	97.18	42.25	1,500.00
05-03-5150	INSURANCE - POOL		4,692.24	93.84	307.76	5,000.00
05-03-5192	DENTAL/VISION INS		3.74		3.74-	
05-03-5310	CHEMICALS - POOL	21.99	2,865.61	23.88	9,134.39	12,000.00
05-03-5320	MATERIAL/SUPPLIES - POOL	4,279.38	5,430.08	181.00	2,430.08-	3,000.00
05-03-5420	MAINTENANCE & REPAIRS - POOL	510.83	9,790.69	48.95	10,209.31	20,000.00
05-03-5440	SCHOOLING - POOL		700.00	70.00	300.00	1,000.00
05-03-5450	FEES & DUES - POOL	5.31	527.81	65.98	272.19	800.00
05-03-5610	MISC EXPENSE - POOL		200.00	66.67	100.00	300.00
05-03-5611	SWIM TEAM EXPENSES				500.00	500.00
05-03-5630	CONTRACTS & AGREEMENTS - POOL		180.65	72.26	69.35	250.00
05-03-5800	CAPITAL OUTLAY - POOL		1,434.60	35.87	2,565.40	4,000.00
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	POOL TOTAL	25,431.00	61,226.03	64.38	33,873.97	95,100.00
PARK DEPARTMENT						
05-04-5010	FUEL - PARK	321.98	2,190.62	109.53	190.62-	2,000.00
05-04-5020	PHONE - PARK	34.95	349.50	69.90	150.50	500.00
05-04-5040	ELECTRICITY - PARK	77.77	1,645.69	54.86	1,354.31	3,000.00
05-04-5070	PENSION PLAN - PARK	308.26	1,935.81	193.58	935.81-	1,000.00
05-04-5110	SALARIES - PARK	5,908.22	38,232.34	127.44	8,232.34-	30,000.00

BUDGET REPORT

CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-04-5120	SOCIAL SECURITY - PARK	435.84	2,585.10	112.40	285.10-	2,300.00
05-04-5140	PROFESSIONAL - PARK		1,464.75	97.65	35.25	1,500.00
05-04-5150	INSURANCE - PARK		3,456.72	86.42	543.28	4,000.00
05-04-5151	LIFE INSURANCE - PARK		22.40	11.20	177.60	200.00
05-04-5152	FSA NUESYENERGY		1,627.06		1,627.06-	
05-04-5160	UNEMPLOYMENT - PARK		4.60	4.60	95.40	100.00
05-04-5190	HEALTH INSURANCE - PARK	414.48	11,350.40	81.07	2,649.60	14,000.00
05-04-5192	DENTAL/VISION INS	74.16	977.69	139.67	277.69-	700.00
05-04-5280	UNIFORMS - PARK		217.97	87.19	32.03	250.00
05-04-5310	CHEMICALS - PARK		790.53	45.17	959.47	1,750.00
05-04-5320	MATERIALS/SUPPLIES - PARK	23.63	2,839.63	94.65	160.37	3,000.00
05-04-5340	OFFICE EXPENSES - PARK		23.54	4.71	476.46	500.00
05-04-5420	MAINTENANCE/REPAIRS - PARK	159.77	2,074.23	33.46	4,125.77	6,200.00
05-04-5450	FEES & DUES - PARK		65.61	8.20	734.39	800.00
05-04-5610	MISCELLANEOUS - PARK	2,094.69	2,094.69	698.23	1,794.69-	300.00
05-04-5630	CONTRACTS & AGREEMENTS -PARK	40.00	7,712.00	1,542.40	7,212.00-	500.00
05-04-5800	CAPITAL OUTLAY - PARK	1,154.08	383,180.14	54.90	314,819.86	698,000.00
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	PARK TOTAL	11,047.83	464,841.02	60.32	305,758.98	770,600.00

GENERAL DEPARTMENT

05-05-5010	FUEL - GEN		291.66	41.67	408.34	700.00
05-05-5020	PHONE - GEN	221.95	2,192.58	87.70	307.42	2,500.00
05-05-5040	ELECTRICITY - GEN	165.95	2,041.07	51.03	1,958.93	4,000.00
05-05-5070	PENSION PLAN - GEN	514.47	3,520.93	78.24	979.07	4,500.00
05-05-5110	SALARIES - GEN	11,373.68	81,341.69	81.34	18,658.31	100,000.00
05-05-5120	SOCIAL SECURITY - GEN	892.60	6,342.11	82.90	1,307.89	7,650.00
05-05-5140	PROFESSIONAL - GEN	4,899.00	33,010.15	73.36	11,989.85	45,000.00
05-05-5150	INSURANCE - GEN		17,595.88	87.98	2,404.12	20,000.00
05-05-5151	LIFE INSURANCE - GEN	6.39	57.51	57.51	42.49	100.00
05-05-5152	FSA NUESYENERGY		1,200.00		1,200.00-	
05-05-5160	UNEMPLOYMENT - GEN		4.60	6.13	70.40	75.00
05-05-5190	HEALTH INSURANCE - GEN	670.72	6,655.96	22.19	23,344.04	30,000.00
05-05-5192	VISION/DENTAL INS	214.38	1,727.80	69.11	772.20	2,500.00
05-05-5280	UNIFORM - GEN	33.25	146.25	29.25	353.75	500.00
05-05-5310	CHEMICALS - GEN				1,000.00	1,000.00
05-05-5320	MATERIALS/SUPPLIES - GEN	359.76	1,907.56	27.25	5,092.44	7,000.00
05-05-5340	OFFICE EXPENSES - GEN	433.07	1,194.77	47.79	1,305.23	2,500.00
05-05-5360	POSTAGE - GENERAL	18.82	95.99	32.00	204.01	300.00
05-05-5420	MAINTENANCE/REPAIRS - GEN	220.52	5,080.06	21.17	18,919.94	24,000.00
05-05-5440	SCHOOLING - GEN	214.23	3,019.81	50.33	2,980.19	6,000.00
05-05-5450	FEES & DUES - GEN	4,983.98	50,680.75	92.15	4,319.25	55,000.00
05-05-5459	ELECTION EXPENSES - GEN				400.00	400.00
05-05-5610	MISC - GENERAL	576.34	11,197.97	1,119.80	10,197.97-	1,000.00
05-05-5630	CONTRACTS & AGREEMENTS- GEN	674.53	24,033.12	68.67	10,966.88	35,000.00
05-05-5800	CAPITAL OUTLAY - GEN		9,744.05	27.84	25,255.95	35,000.00
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	GENERAL TOTAL	26,473.64	263,082.27	68.38	121,642.73	384,725.00

POLICE DEPARTMENT

05-06-5110	SALARIES - POL		1,734.17	10.84	14,265.83	16,000.00
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BUDGET REPORT
CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-06-5120	SOCIAL SECURITY - POL		132.66	26.53	367.34	500.00
05-06-5140	PROFESSIONAL - POL		1,457.75	104.13	57.75-	1,400.00
05-06-5150	INSURANCE - POL		11,730.59	117.31	1,730.59-	10,000.00
05-06-5151	LIFE INSURANCE - POL				75.00	75.00
05-06-5160	UNEMPLOYMENT - POL		4.60		4.60-	
05-06-5630	CONTRACTS & AGREEMENTS - POL	6,032.00	70,320.00	85.36	12,064.00	82,384.00
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	POLICE TOTAL	6,032.00	85,379.77	77.37	24,979.23	110,359.00

LIBRARY DEPARTMENT

05-08-5020	PHONE - LIB	109.38	1,093.87	84.14	206.13	1,300.00
05-08-5040	ELECTRICITY - LIB	105.03	2,692.00	67.30	1,308.00	4,000.00
05-08-5070	PENSION PLAN - LIB	258.06	1,944.77	102.36	44.77-	1,900.00
05-08-5110	SALARIES - LIB	6,302.68	45,809.03	83.29	9,190.97	55,000.00
05-08-5111	SALARIES- CLEANING	50.00	500.00	83.33	100.00	600.00
05-08-5120	SOCIAL SECURITY - LIB	471.73	3,429.87	81.66	770.13	4,200.00
05-08-5140	PROFESSIONAL - LIB		1,457.75	97.18	42.25	1,500.00
05-08-5150	INSURANCE - LIB		2,346.12	117.31	346.12-	2,000.00
05-08-5151	LIFE INSURANCE - LIB	6.39	57.51	57.51	42.49	100.00
05-08-5152	FSA NUESYENERGY		944.31		944.31-	
05-08-5160	UNEMPLOYMENT - LIB		4.60	6.13	70.40	75.00
05-08-5190	HEALTH INSURANCE - LIB	656.54	6,447.32	80.59	1,552.68	8,000.00
05-08-5192	DENTAL/VISION INS	75.27	652.06	108.68	52.06-	600.00
05-08-5280	UNIFORMS - LIB	33.25	173.59	69.44	76.41	250.00
05-08-5310	CHEMICALS - LIB				50.00	50.00
05-08-5320	MATERIALS/SUPPLIES - LIB	89.53	1,099.65	73.31	400.35	1,500.00
05-08-5340	OFFICE EXPENSES - LIB	93.09	1,102.31	73.49	397.69	1,500.00
05-08-5420	MAINTENANCE/REPAIRS - LIB		5,876.88	97.95	123.12	6,000.00
05-08-5440	SCHOOLING - LIB	270.00	1,062.77	88.56	137.23	1,200.00
05-08-5450	FEES & DUES - LIB	27.99	1,898.50	102.62	48.50-	1,850.00
05-08-5610	MISCELLANEOUS - LIB				100.00	100.00
05-08-5630	CONTRACTS & AGREEMENTS - LIB	140.00	1,905.84	76.23	594.16	2,500.00
05-08-5662	SUMMER READING PROGRAM - LIB	36.95	1,005.25	100.53	5.25-	1,000.00
05-08-5800	CAPITAL OUTLAY - LIB		2,698.79	134.94	698.79-	2,000.00
05-08-5801	BOOKS/VIDEOS/MAG.LIB	741.75	4,019.32	64.31	2,230.68	6,250.00
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	LIBRARY TOTAL	9,467.64	88,222.11	85.26	15,252.89	103,475.00

CEMETERY DEPARTMENT

05-11-5010	FUEL - CEM		366.65	30.55	833.35	1,200.00
05-11-5070	PENSION PLAN - CEM	22.49	721.96	72.20	278.04	1,000.00
05-11-5110	SALARIES - CEM	1,955.21	19,528.96	65.10	10,471.04	30,000.00
05-11-5120	SOCIAL SECURITY - CEM	149.52	1,216.11	52.87	1,083.89	2,300.00
05-11-5140	PROFESSIONAL - CEM		1,457.75	97.18	42.25	1,500.00
05-11-5150	INSURANCE - CEM		1,173.06	83.79	226.94	1,400.00
05-11-5151	LIFE INSURANCE - CEM		22.33	11.17	177.67	200.00
05-11-5160	UNEMPLOYMENT - CEM		4.60	6.13	70.40	75.00
05-11-5190	HEALTH INSURANCE - CEM	16.35	9,522.23	68.02	4,477.77	14,000.00
05-11-5192	DENTAL/VISION INS	5.00	704.92	100.70	4.92-	700.00

BUDGET REPORT

CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-11-5310	CHEMICALS - CEM		790.54	395.27	590.54-	200.00
05-11-5320	MATERIALS/SUPPLIES - CEM	296.37	396.88	13.23	2,603.12	3,000.00
05-11-5420	MAINTENANCE/REPAIRS - CEM	262.50	889.18	12.70	6,110.82	7,000.00
05-11-5450	FEES & DUES - CEM		108.33	108.33	8.33-	100.00
05-11-5610	MISCELLANEOUS - CEM				100.00	100.00
05-11-5630	CONTRACTS & AGREEMENTS - CEM	3,000.00	7,112.21	1,016.03	6,412.21-	700.00
05-11-5800	CAPITAL OUTLAY - CEM				10,000.00	10,000.00
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	CEMETERY TOTAL	5,707.44	44,015.71	59.91	29,459.29	73,475.00
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	GENERAL TOTAL	85,805.69	1,027,463.92	66.01	529,120.08	1,556,584.00
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ADMIN DEPARTMENT

12-00-5010	FUEL - STR	941.33	6,997.83	55.98	5,502.17	12,500.00
12-00-5020	PHONE - STR	74.88	748.85	74.89	251.15	1,000.00
12-00-5040	ELECTRICITY - STR	1,622.83	20,083.71	73.03	7,416.29	27,500.00
12-00-5070	PENSION PLAN - STR	415.44	3,046.13	93.73	203.87	3,250.00
12-00-5110	SALARIES - STR	6,923.97	50,769.26	73.58	18,230.74	69,000.00
12-00-5120	SOCIAL SECURITY - STR	531.12	3,829.56	72.26	1,470.44	5,300.00
12-00-5140	PROFESSIONAL - STR		2,457.75	37.81	4,042.25	6,500.00
12-00-5150	INSURANCE - STR		17,595.88	87.98	2,404.12	20,000.00
12-00-5151	LIFE INSURANCE - STR	5.18	46.62	46.62	53.38	100.00
12-00-5160	UNEMPLOYMENT - STR		4.60	6.13	70.40	75.00
12-00-5190	HEALTH INSURANCE - STR	2,658.99	26,111.58	74.60	8,888.42	35,000.00
12-00-5192	DENTAL/VISION INS	225.23	1,815.78	90.79	184.22	2,000.00
12-00-5280	UNIFORMS - STR		120.34	48.14	129.66	250.00
12-00-5310	CHEMICALS - STR		384.94	54.99	315.06	700.00
12-00-5320	MATERIALS/SUPPLIES - STR	174.85	2,086.37	65.20	1,113.63	3,200.00
12-00-5340	OFFICE EXPENSES - STR				500.00	500.00
12-00-5380	SAND AND GRAVEL - STR		2,040.23	20.40	7,959.77	10,000.00
12-00-5381	JOINT SEAL - STR		13,750.00	91.67	1,250.00	15,000.00
12-00-5390	CEMENT - STR	852.50	1,469.90	4.90	28,530.10	30,000.00
12-00-5400	SIGNS - STR		886.72	59.11	613.28	1,500.00
12-00-5420	MAINTENANCE/REPAIRS - STR	900.85	24,744.45	82.48	5,255.55	30,000.00
12-00-5421	ARMOR COATING - STR		39,733.60	264.89	24,733.60-	15,000.00
12-00-5422	TAC COTE AND COLD MIX - STR				4,000.00	4,000.00
12-00-5423	ICE MELT - STR		1,162.66	38.76	1,837.34	3,000.00
12-00-5450	FEES & DUES - STR		57.62	28.81	142.38	200.00
12-00-5630	CONTRACTS & AGREEMENTS -STREET		80.00	40.00	120.00	200.00
12-00-5800	CAPITAL OUTLAY - STR		26,145.00	522.90	21,145.00-	5,000.00
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	ADMIN TOTAL	15,327.17	246,169.38	81.85	54,605.62	300,775.00
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	STREET TOTAL	15,327.17	246,169.38	81.85	54,605.62	300,775.00
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BUDGET REPORT
CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
14-00-5640	C4K EXPENSE	59.99	3,665.85	36.66	6,334.15	10,000.00
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	ADMIN TOTAL	59.99	3,665.85	36.66	6,334.15	10,000.00
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	C4K GRANT TOTAL	59.99	3,665.85	36.66	6,334.15	10,000.00
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16-00-5640	CDA EXPENDITURE				6,000.00	6,000.00
16-00-5700	REVOLVING LOAN		23,169.44		23,169.44-	
16-00-5800	CDA CAPITAL OUTLAY	226,043.84	1,089,002.20	56.66	832,997.80	1,922,000.00
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	ADMIN TOTAL	226,043.84	1,112,171.64	57.69	815,828.36	1,928,000.00
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	CDA TOTAL	226,043.84	1,112,171.64	57.69	815,828.36	1,928,000.00
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	TOTAL EXPENSES	327,236.69	2,389,470.79	62.96	1405,888.21	3,795,359.00
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	NET PROFIT/LOSS:	282,692.53-	701,898.86-	178.15	307,902.33	393,996.53-

BUDGET REPORT
CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	19,247.51	685,359.83	116.73	98,244.36-	587,115.47
	SUMMER RECREATION TOTAL	.00	17,574.84	206.76	9,074.84-	8,500.00
	POOL TOTAL	1,533.76	6,639.79	78.12	1,860.21	8,500.00
	PARK TOTAL	329.58	25,845.99	4.29	576,154.01	602,000.00
	LIBRARY TOTAL	122.00	1,002.10	50.11	997.90	2,000.00
	CEMETERY TOTAL	.00	6,175.00	77.19	1,825.00	8,000.00
	GENERAL TOTAL	21,232.85	742,597.55	61.06	473,517.92	1,216,115.47
	ADMIN TOTAL	19,728.63	185,376.61	81.22	42,870.39	228,247.00
	STREET TOTAL	19,728.63	185,376.61	81.22	42,870.39	228,247.00
	TOTAL REVENUE	40,961.48	927,974.16	64.25	516,388.31	1,444,362.47
	SUMMER RECREATION TOTAL	1,646.14	20,697.01	109.80	1,847.01-	18,850.00
	POOL TOTAL	25,431.00	61,226.03	64.38	33,873.97	95,100.00
	PARK TOTAL	11,047.83	464,841.02	60.32	305,758.98	770,600.00
	GENERAL TOTAL	26,473.64	263,082.27	68.38	121,642.73	384,725.00
	POLICE TOTAL	6,032.00	85,379.77	77.37	24,979.23	110,359.00

BUDGET REPORT

CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	LIBRARY TOTAL	9,467.64	88,222.11	85.26	15,252.89	103,475.00
	CEMETERY TOTAL	5,707.44	44,015.71	59.91	29,459.29	73,475.00
	GENERAL TOTAL	85,805.69	1,027,463.92	66.01	529,120.08	1,556,584.00
	ADMIN TOTAL	15,327.17	246,169.38	81.85	54,605.62	300,775.00
	STREET TOTAL	15,327.17	246,169.38	81.85	54,605.62	300,775.00
	TOTAL EXPENSES	101,132.86	1,273,633.30	68.57	583,725.70	1,857,359.00
	NET PROFIT/LOSS:	60,171.38-	345,659.14-	83.70	67,337.39-	412,996.53-

BUDGET REPORT
CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
01-00-4010	CONSUMERS REVENUE - ELEC	117,124.45	1,059,558.13	78.49	290,441.87	1,350,000.00
01-00-4050	PENALTY REVENUE - ELEC	532.61	9,475.11	126.33	1,975.11-	7,500.00
01-00-4300	INTEREST - ELEC		353.35	11.78	2,646.65	3,000.00
01-00-4340	FINES & FEES - ELEC				25.00	25.00
01-00-4500	METER DEPOSITS	450.00	2,700.00	79.41	700.00	3,400.00
01-00-4610	MISC REVENUES - ELEC	1,912.63	5,128.45	128.21	1,128.45-	4,000.00
01-00-4611	HSA REIMBURSEMENT	153.03	2,238.30		2,238.30-	
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	ADMIN TOTAL	120,172.72	1,079,453.34	78.91	288,471.66	1,367,925.00
POWER PLANT DEPARTMENT						
01-10-4360	NPPD AGREEMENT REV - PP	14,001.40	123,815.30	60.40	81,184.70	205,000.00
01-10-4362	NPPD REIMB NATURAL GAS - PP		1,359.47	27.19	3,640.53	5,000.00
01-10-4363	NPPD REIMB CELL PHONE - PP	20.00	180.00	75.00	60.00	240.00
01-10-4611	HSA REIMBURSEMENT		48.81		48.81-	
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	POWER PLANT TOTAL	14,021.40	125,403.58	59.65	84,836.42	210,240.00
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	ELECTRIC TOTAL	134,194.12	1,204,856.92	76.35	373,308.08	1,578,165.00
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ADMIN DEPARTMENT						
02-00-4010	CONSUMERS REVENUE - WTR	20,131.87	166,780.86	72.51	63,219.14	230,000.00
02-00-4011	LRNRD WATER INCOME - WTR	7,799.32	56,609.70	87.09	8,390.30	65,000.00
02-00-4020	MISC WATER INCOME	315.50	193,978.07	3,879.56	188,978.07-	5,000.00
02-00-4050	PENALTY REVENUE - WTR	112.59	1,472.83	73.64	527.17	2,000.00
02-00-4300	INTEREST - WATER		353.35	12.85	2,396.65	2,750.00
02-00-4611	HSA REIMBURSEMENT	178.39	1,028.72		1,028.72-	
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	ADMIN TOTAL	28,537.67	420,223.53	137.89	115,473.53-	304,750.00
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	WATER TOTAL	28,537.67	420,223.53	137.89	115,473.53-	304,750.00
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SEWER DEPARTMENT						
03-00-4010	CONSUMERS REVENUE - SWR	9,629.60	95,582.55	79.65	24,417.45	120,000.00
03-00-4050	PENALTY REVENUE - SWR	76.66	915.23	91.52	84.77	1,000.00
03-00-4300	INTEREST -SEWER		353.35	11.78	2,646.65	3,000.00
03-00-4611	HSA REIMBURSEMENT	70.83	699.61		699.61-	
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	ADMIN TOTAL	9,777.09	97,550.74	78.67	26,449.26	124,000.00
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	SEWER TOTAL	9,777.09	97,550.74	78.67	26,449.26	124,000.00
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BUDGET REPORT

CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
04-00-4611	HSA REIMBURSEMENT	301.56	1,910.78		1,910.78-	
	ADMIN TOTAL	301.56	1,910.78	.00	1,910.78-	.00
SANITATION DEPARTMENT						
04-07-4010	CONSUMERS REVENUE - SAN	15,957.28	153,618.31	76.81	46,381.69	200,000.00
04-07-4050	PENALTY REVENUE - SAN	101.02	1,620.02	108.00	120.02-	1,500.00
04-07-4200	C & D REVENUE - SAN	2,367.50	13,397.50	133.98	3,397.50-	10,000.00
04-07-4300	INTEREST - SAN		353.36	11.78	2,646.64	3,000.00
	SANITATION TOTAL	18,425.80	168,989.19	78.78	45,510.81	214,500.00
WASTE REDUCTION DEPARTMENT						
04-14-4012	RECYCLING REVENUE - WR	40.00	777.65	15.55	4,222.35	5,000.00
04-14-4304	COUNTY REIMBURSEMENT/WAGES - W	3,770.94	14,877.60	99.18	122.40	15,000.00
	WASTE REDUCTION TOTAL	3,810.94	15,655.25	78.28	4,344.75	20,000.00
	SANITATION/WASTE REDUCT TOTAL	22,538.30	186,555.22	79.55	47,944.78	234,500.00
	TOTAL REVENUE	195,047.18	1,909,186.41	85.18	332,228.59	2,241,415.00
ADMIN DEPARTMENT						
01-00-5010	FUEL - ELEC	45.01	1,548.36	44.24	1,951.64	3,500.00
01-00-5020	PHONE - ELEC	37.45	374.50	74.90	125.50	500.00
01-00-5030	NATURAL GAS - ELEC	51.92	1,297.76	64.89	702.24	2,000.00
01-00-5041	POWER PURCHASED - ELEC	52,712.57	581,396.85	70.47	243,603.15	825,000.00
01-00-5070	PENSION PLAN - ELEC	502.03	5,544.93	85.31	955.07	6,500.00
01-00-5110	SALARIES - ELEC	8,384.76	93,921.03	77.30	27,578.97	121,500.00
01-00-5120	SOCIAL SECURITY - ELEC	601.25	6,326.98	71.49	2,523.02	8,850.00
01-00-5140	PROFESSIONAL - ELEC		2,267.75	56.69	1,732.25	4,000.00
01-00-5150	INSURANCE - ELEC		10,557.53	87.98	1,442.47	12,000.00
01-00-5151	LIFE INSURANCE - ELEC	19.17	172.53	86.27	27.47	200.00
01-00-5152	FSA NUESYENERGY		9,193.40		9,193.40-	
01-00-5160	UNEMPLOYMENT - ELEC		4.60	6.13	70.40	75.00
01-00-5190	HEALTH INSURANCE - ELEC	5,288.40	56,475.86	80.68	13,524.14	70,000.00
01-00-5192	DENTAL/VISION INS	375.22	3,840.64	109.73	340.64-	3,500.00
01-00-5240	DISTRIBUTION SUPPLIES - ELEC	165.35	26,159.07	74.74	8,840.93	35,000.00
01-00-5280	UNIFORM - ELEC		264.12	16.51	1,335.88	1,600.00
01-00-5310	CHEMICALS - ELEC				300.00	300.00
01-00-5320	MATERIALS/SUPPLIES - ELEC		778.41	38.92	1,221.59	2,000.00
01-00-5340	OFFICE EXPENSES - ELEC	264.95	660.73	44.05	839.27	1,500.00
01-00-5360	POSTAGE - ELEC		612.50	61.25	387.50	1,000.00

BUDGET REPORT

CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
01-00-5420	MAINTENANCE/REPAIRS - ELEC	35.94	896.96	17.94	4,103.04	5,000.00
01-00-5440	SCHOOLING - ELEC	454.22	2,315.26	92.61	184.74	2,500.00
01-00-5450	FEES & DUES - ELEC	235.04	520.04	26.00	1,479.96	2,000.00
01-00-5620	MISC REBATE REFUND	172.67	403.75	20.19	1,596.25	2,000.00
01-00-5630	CONTRACTS & AGREEMENTS - ELEC	1,220.28	10,992.48	73.28	4,007.52	15,000.00
01-00-5710	FRONTDESK SERVICE CHARGES		4,296.40	1,432.13	3,996.40-	300.00
01-00-5800	CAPITAL OUTLAY - ELEC				75,000.00	75,000.00
01-00-5910	TRANSFER EXPENSE - ELEC				250,000.00	250,000.00
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	ADMIN TOTAL	70,566.23	820,822.44	56.58	630,002.56	1,450,825.00
POWER PLANT DEPARTMENT						
01-10-5030	NATURAL GAS - PP	135.00	1,294.86	23.54	4,205.14	5,500.00
01-10-5110	SALARIES - PP		2,816.51	53.65	2,433.49	5,250.00
01-10-5120	FICA EXPENSE - PP		209.59	52.40	190.41	400.00
01-10-5150	INSURANCE - PP		25,807.30	95.58	1,192.70	27,000.00
01-10-5310	CHEMICALS - PP		504.82	50.48	495.18	1,000.00
01-10-5320	MATERIALS/SUPPLIES - PP		136.10	2.72	4,863.90	5,000.00
01-10-5420	MAINTENANCE/REPAIRS - PP		3,756.01	7.51	46,243.99	50,000.00
01-10-5630	CONTRACTS & AGREEMENTS - PP		2,560.00	73.14	940.00	3,500.00
01-10-5910	TRANSFER EXPENSE POWER PLANT				50,000.00	50,000.00
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	POWER PLANT TOTAL	135.00	37,085.19	25.12	110,564.81	147,650.00
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	ELECTRIC TOTAL	70,701.23	857,907.63	53.67	740,567.37	1,598,475.00
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ADMIN DEPARTMENT						
02-00-5010	FUEL - WTR	201.81	1,742.37	62.23	1,057.63	2,800.00
02-00-5020	PHONE - WTR	71.08	711.91	54.76	588.09	1,300.00
02-00-5040	ELECTRICITY - WTR	2,108.29	19,851.56	70.90	8,148.44	28,000.00
02-00-5070	PENSION PLAN - WTR	326.53	2,229.17	89.17	270.83	2,500.00
02-00-5110	SALARIES - WTR	7,842.06	50,579.63	106.48	3,079.63-	47,500.00
02-00-5120	SOCIAL SECURITY - WTR	544.34	3,327.55	95.07	172.45	3,500.00
02-00-5140	PROFESSIONAL - WTR		1,457.75	58.31	1,042.25	2,500.00
02-00-5150	INSURANCE - WTR		7,038.35	93.84	461.65	7,500.00
02-00-5151	LIFE INSURANCE - WTR	6.39	25.59	25.59	74.41	100.00
02-00-5160	UNEMPLOYMENT - WTR		4.60	6.13	70.40	75.00
02-00-5190	HEALTH INSURANCE - WTR	3,070.38	17,671.69	98.18	328.31	18,000.00
02-00-5192	DENTAL/VISION INS	290.56	1,429.99	119.17	229.99-	1,200.00
02-00-5240	DISTRIBUTION SUPPLIES - WTR	1,448.09	14,768.36	86.87	2,231.64	17,000.00
02-00-5280	UNIFORMS - WTR	105.00	115.00	46.00	135.00	250.00
02-00-5320	MATERIALS/SUPPLIES - WTR	288.89	8,239.19	329.57	5,739.19-	2,500.00
02-00-5340	OFFICE EXPENSES - WTR	210.00	216.79	43.36	283.21	500.00
02-00-5360	POSTAGE - WTR	55.41	1,109.50	55.48	890.50	2,000.00
02-00-5420	MAINTENANCE/REPAIRS - WTR	2,920.88	27,830.89	92.77	2,169.11	30,000.00
02-00-5440	SCHOOLING - WTR	311.45	772.45	15.45	4,227.55	5,000.00

BUDGET REPORT

CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
02-00-5450	FEES & DUES - WTR	248.73	1,457.71	182.21	657.71-	800.00
02-00-5520	LABORATORY TESTING/MONITORING	99.00	1,116.75	37.23	1,883.25	3,000.00
02-00-5630	CONTRACTS & AGREEMENTS - WATER	654.12	7,055.26	141.11	2,055.26-	5,000.00
02-00-5800	CAPITAL OUTLAY - WTR		177,759.33	95.06	9,240.67	187,000.00
02-00-5910	TRANSFER OUT				100,000.00	100,000.00
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	ADMIN TOTAL	20,803.01	346,511.39	74.04	121,513.61	468,025.00
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	WATER TOTAL	20,803.01	346,511.39	74.04	121,513.61	468,025.00
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03-00-5010	FUEL - SWR	132.63	658.67	43.91	841.33	1,500.00
03-00-5040	ELECTRICITY - SWR	198.74	3,308.86	77.86	941.14	4,250.00
03-00-5070	PENSION PLAN - SWR	75.86	1,546.26	77.31	453.74	2,000.00
03-00-5110	SALARIES - SWR	3,339.77	33,522.31	83.81	6,477.69	40,000.00
03-00-5120	SOCIAL SECURITY - SWR	202.63	2,033.17	65.59	1,066.83	3,100.00
03-00-5140	PROFESSIONAL - SWR		1,457.75	97.18	42.25	1,500.00
03-00-5150	INSURANCE - SWR		1,173.06	83.79	226.94	1,400.00
03-00-5151	LIFE INSURANCE	6.39	25.53	25.53	74.47	100.00
03-00-5160	UNEMPLOYMENT		4.60	6.13	70.40	75.00
03-00-5190	HEALTH INSURANCE - SWR	2,888.76	17,099.88	85.50	2,900.12	20,000.00
03-00-5192	DENTAL/VISION INS	237.66	1,282.49	85.50	217.51	1,500.00
03-00-5310	CHEMICALS - SWR		32,225.24	161.13	12,225.24-	20,000.00
03-00-5320	MATERIALS/SUPPLIES - SWR		472.88	47.29	527.12	1,000.00
03-00-5340	OFFICE EXPENSES - SWR				1,000.00	1,000.00
03-00-5360	POSTAGE - SWR		612.50	87.50	87.50	700.00
03-00-5420	MAINTENANCE/REPAIRS - SEWER		1,239.07	12.39	8,760.93	10,000.00
03-00-5630	CONTRACTS & AGREEMENTS -SEWER	68.36	18,369.91	122.47	3,369.91-	15,000.00
03-00-5910	TRANSFER EXPENSE- SEWER				100,000.00	100,000.00
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	ADMIN TOTAL	7,150.80	115,032.18	51.56	108,092.82	223,125.00
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	SEWER TOTAL	7,150.80	115,032.18	51.56	108,092.82	223,125.00
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SANITATION DEPARTMENT

04-07-5010	FUEL - SAN	2,817.95	10,936.13	60.76	7,063.87	18,000.00
04-07-5020	PHONE - SANITATION	69.90	699.00	82.24	151.00	850.00
04-07-5070	PENSION PLAN - SAN	522.01	3,552.04	101.49	52.04-	3,500.00
04-07-5110	SALARIES - SAN	8,892.38	59,379.45	75.16	19,620.55	79,000.00
04-07-5120	SOCIAL SECURITY - SAN	619.31	4,207.38	68.97	1,892.62	6,100.00
04-07-5140	PROFESSIONAL - SAN		1,457.75	36.44	2,542.25	4,000.00
04-07-5150	INSURANCE - SAN		14,275.27	114.20	1,775.27-	12,500.00
04-07-5151	LIFE INSURANCE	6.39	57.51	57.51	42.49	100.00
04-07-5152	FSA NUESYENERGY		2,921.44		2,921.44-	
04-07-5160	UNEMPLOYMENT		4.60	6.13	70.40	75.00

BUDGET REPORT
CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
04-07-5190	HEALTH INSURANCE - SAN	1,175.57	10,793.27	83.03	2,206.73	13,000.00
04-07-5192	DENTAL/VISION INS	259.21	2,079.07	103.95	79.07-	2,000.00
04-07-5280	UNIFORMS		109.68	43.87	140.32	250.00
04-07-5320	MATERIALS/SUPPLIES - SAN		801.94	16.04	4,198.06	5,000.00
04-07-5340	OFFICE EXPENSES - SAN	85.92	128.79	16.10	671.21	800.00
04-07-5360	POSTAGE - SAN		612.50	61.25	387.50	1,000.00
04-07-5420	MAINTENANCE/REPAIRS - SAN	2,715.14	14,376.87	47.92	15,623.13	30,000.00
04-07-5450	FEES & DUES - SAN		6,455.25	92.22	544.75	7,000.00
04-07-5451	DISPOSAL FEES - SAN	3,054.44	28,066.10	70.17	11,933.90	40,000.00
04-07-5475	C & D TICKET FEE	35.00	810.00	67.50	390.00	1,200.00
04-07-5630	CONTRACTS & AGREEMENTS -SAN	1,797.11	37,645.76	418.29	28,645.76-	9,000.00
04-07-5850	C&D CLOSURE/POST-CLOSURE EXP		1,797.00	7.19	23,203.00	25,000.00
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	SANITATION TOTAL	22,050.33	201,166.80	77.86	57,208.20	258,375.00
WASTE REDUCTION DEPARTMENT						
04-14-5010	FUEL - WR		79.53	7.95	920.47	1,000.00
04-14-5040	ELECTRICITY - WR	89.27	1,220.21	61.01	779.79	2,000.00
04-14-5140	PROFESSIONAL - WR		1,457.75	83.30	292.25	1,750.00
04-14-5150	INSURANCE - WR				1,800.00	1,800.00
04-14-5160	UNEMPLOYMENT		4.60	4.60	95.40	100.00
04-14-5310	CHEMICALS - WR				250.00	250.00
04-14-5320	MATERIALS/SUPPLIES - WR	4,002.74	4,002.74	4,002.74	3,902.74-	100.00
04-14-5420	MAINTENANCE/REPAIRS - WR		520.80	17.36	2,479.20	3,000.00
04-14-5800	CAPITAL OUTLAY - WR		24,133.00		24,133.00-	
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	WASTE REDUCTION TOTAL	4,092.01	31,418.63	314.19	21,418.63-	10,000.00
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	SANITATION/WASTE REDUCT TOTAL	26,142.34	232,585.43	86.66	35,789.57	268,375.00
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		=====	=====	=====	=====	=====
	TOTAL EXPENSES	124,797.38	1,552,036.63	60.67	1005,963.37	2,558,000.00
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	NET PROFIT/LOSS:	70,249.80	357,149.78	112.81-	673,734.78-	316,585.00-

BUDGET REPORT
CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	120,172.72	1,079,453.34	78.91	288,471.66	1,367,925.00
	POWER PLANT TOTAL	14,021.40	125,403.58	59.65	84,836.42	210,240.00
	ELECTRIC TOTAL	134,194.12	1,204,856.92	76.35	373,308.08	1,578,165.00
	ADMIN TOTAL	28,537.67	420,223.53	137.89	115,473.53-	304,750.00
	WATER TOTAL	28,537.67	420,223.53	137.89	115,473.53-	304,750.00
	ADMIN TOTAL	9,777.09	97,550.74	78.67	26,449.26	124,000.00
	SEWER TOTAL	9,777.09	97,550.74	78.67	26,449.26	124,000.00
	ADMIN TOTAL	301.56	1,910.78	.00	1,910.78-	.00
	SANITATION TOTAL	18,425.80	168,989.19	78.78	45,510.81	214,500.00
	WASTE REDUCTION TOTAL	3,810.94	15,655.25	78.28	4,344.75	20,000.00
	SANITATION/WASTE REDUCT TOTAL	22,538.30	186,555.22	79.55	47,944.78	234,500.00
	TOTAL REVENUE	195,047.18	1,909,186.41	85.18	332,228.59	2,241,415.00
	ADMIN TOTAL	70,566.23	820,822.44	56.58	630,002.56	1,450,825.00
	POWER PLANT TOTAL	135.00	37,085.19	25.12	110,564.81	147,650.00

BUDGET REPORT

CALENDAR 7/2026, FISCAL 10/2026

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ELECTRIC TOTAL	70,701.23	857,907.63	53.67	740,567.37	1,598,475.00
		=====	=====	=====	=====	=====
	ADMIN TOTAL	20,803.01	346,511.39	74.04	121,513.61	468,025.00
		=====	=====	=====	=====	=====
	WATER TOTAL	20,803.01	346,511.39	74.04	121,513.61	468,025.00
		=====	=====	=====	=====	=====
	ADMIN TOTAL	7,150.80	115,032.18	51.56	108,092.82	223,125.00
		=====	=====	=====	=====	=====
	SEWER TOTAL	7,150.80	115,032.18	51.56	108,092.82	223,125.00
		=====	=====	=====	=====	=====
	SANITATION TOTAL	22,050.33	201,166.80	77.86	57,208.20	258,375.00
		=====	=====	=====	=====	=====
	WASTE REDUCTION TOTAL	4,092.01	31,418.63	314.19	21,418.63-	10,000.00
		=====	=====	=====	=====	=====
	SANITATION/WASTE REDUCT TOTAL	26,142.34	232,585.43	86.66	35,789.57	268,375.00
		=====	=====	=====	=====	=====
	TOTAL EXPENSES	124,797.38	1,552,036.63	60.67	1005,963.37	2,558,000.00
		=====	=====	=====	=====	=====
	NET PROFIT/LOSS:	70,249.80	357,149.78	112.81-	673,734.78-	316,585.00-

Paid Claims, reviewed and approved at August 11, 2026		by Council members Platt, Stephens, Urbina, Duncan	
Date	Vendor	Amount	Item
7/31/26	Aflac	\$534.90	Insurance
7/2/26	BCBS	\$11,587.87	Insurance
7/20/26	Black Hills Energy	\$258.19	gas bill
07/08/26	Caspian Group	\$375.00	Website
08/15/26	CPI	\$1,874.86	Fuel
07/07/26	Delta Dental	\$641.18	Insurance
7/3/26	EFTPS	\$5,487.59	Payroll taxes
7/17/26	EFTPS	\$5,493.51	Payroll taxes
7/3/26	Freedom Claims	\$3,000.00	insurance
8/3/26	Glenwood Telecom.	\$645.55	phone/internet
7/27/26	Hometown Leasing	\$441.82	lease agreement
08/12/2026	Karsen Felzien	\$625.75	Website/posting jobs/links
08/12/2026	Madison National Life Ins	\$49.91	insurance
7/6/26	MG Trust	\$2,076.45	Payroll retirement
07/21/26	MG Trust	\$2,082.18	Payroll retirement
07/31/2026	MG Trust	\$2,066.62	Payroll retirement
07/17/2026	NE Dept of Rev	\$6,264.14	Sales tax
07/30/2026	NE Dept of Rev	\$1,257.06	Payroll taxes
07/31/2026	Nuesynergy inc	\$3,799.42	payroll/fsa/dca employee accounts
07/02/2026	Payroll	\$20,283.84	Payroll
7/17/26	Payroll	\$19,700.68	Payroll
7/31/2026	Payroll	\$19,915.00	Payroll
7/6/2026	Quadient Finance/postage	\$350.00	Postage
7/20/2026	Retirement Plan	\$1,643.73	Payroll retirement
8/12/2026	RMV Construction LLC	\$95,700.16	Pymt#13 construction NAHTF Marcellus bld
8/12/26	RMV Construction LLC	\$117,374.00	Pmt#2 Exterior Facade
7/22/26	Rosebowl Playhouse Inc	\$142.00	July 1st Event/Drinks for movie
8/15/26	Southern Public Power Dist	\$1,846.00	power/water wells
08/12/2026	US Bank	\$5,632.46	supplies/maint/fuel/postage
8/17/26	Verizon	\$79.94	phone
07/02/26	VSP	\$185.87	Insurance
08/12/2026	WAPA	\$7,818.84	Power
	TOTAL CLAIMS REPORT:	\$339,234.52	

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
08112026	A-1 REFRIGERATION CITY SHOP/MAINT CITY SHOP/MAINT CITY SHOP/MAINT	12-00-5420 05-04-5420 02-00-5420	176.08 176.09 176.09	528.26		
08112026	AMANDA SHELTON SCHOOLING/MILEAGE TO CONF/AS	05-08-5440	76.41	76.41		
08112026	AMY LYNN STEPHENS C4K REIMB. MEETING/FOOD	14-00-5640	10.65	10.65		
08112026	BELLAMY LAW PROFESSIONAL FEE	05-05-5140	2,784.00	2,784.00		
08112026	BUSINESS WORLD PRODUCTS SUPPLIES/GENERAL PRINTER CARTRIDGES/CITY SHOP PRINTER CARTRIDGES/RECYCLING	05-05-5320 12-00-5320 04-07-5320	53.94 75.58 75.58	205.10		
08112026	CENCON OF KANSAS ROCK/HUTHCINS BLD/NEW FIRE BAR	12-00-5420	1,320.90	1,320.90		
08112026	CHOQUETTE ELECTRIC INC ELECTRICAL WEST SHELTER	05-04-5800	4,242.90	4,242.90		
08112026	CHRISTIE MALL CLEANING	05-05-5450	80.00	80.00		
08112026	CITY OF HOLDREGE DISPOSAL FEES	04-07-5451	2,976.44	2,976.44		
08112026	DUTTON-LAINSON COMPANY DIST.SUPPLIES/ELECTRIC STREET LIGHT MAINT METER READING CONTRACT METER READING CONTRACT	01-00-5240 12-00-5420 01-00-5630 02-00-5630	637.50 481.06 582.03 582.02	2,282.61		
08112026	EAKES OFFICE SOLUTIONS EGOLDFAX EGOLDFAX	05-08-5450 05-05-5450	27.99 21.50	49.49		
08112026	ELECTRIC FUND POWER POWER POWER POWER POWER POWER POWER POWER POWER	02-00-5040 03-00-5040 05-04-5040 05-05-5040 05-08-5040 12-00-5040 04-14-5040 05-01-5040 05-03-5040	379.36 185.64 67.72 187.09 140.09 1,533.98 93.19 139.23 486.98	3,213.28		
	FIGGINS CONSTRUCTION CO I					

8/11/2026 THRU 8/11/2026

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
08112026	FIGGINS CONSTRUCTION CO I COLD MIX/STREET	12-00-5422	2,125.50	2,125.50		
08112026	FRANKLIN AUTO PARTS MAINT/ELECTRIC MAINT/WATER MAINT/SANITATION MAINT/PARK MAINT/STREET	01-00-5420 02-00-5420 04-07-5420 05-04-5420 12-00-5420	7.67 28.41 38.56 22.92 255.46	353.02		
08112026	FRANKLIN COUNTY SHERIFF ENFORCEMENT CONTRACT	05-06-5630	6,032.00	6,032.00		
08112026	GERDES FEED & SUPPLY LLC MAINT/PARK	05-04-5420	154.42	154.42		
08112026	HASTINGS TRIBUNE ADS	05-05-5630	195.00	195.00		
08112026	JEO CONSULTING GROUP INC C&D LANDFILL MODIFICATION	04-07-5630	5,465.00	5,465.00		
08112026	LEAGUE OF NE MUNICIPALITI MEMBERSHIP 9/1/26 - 8/31/27 MEMBERSHIP 9/1/26 - 8/31/27	01-00-5450 05-05-5450	1,253.00 1,253.00	2,506.00		
08112026	LEAGUR OF NE UTILITIES MEMBERSHIP 09/01/26 - 8/31/27 MEMBERSHIP 09/01/26 - 8/31/27	01-00-5450 02-00-5450	396.00 396.00	792.00		
08112026	LOYAL BRADRIK MOWING 7/10/-7/13 2026	05-11-5630	1,500.00	1,500.00		
08112026	MUNICIPAL SUPPLY, INC DIST. SUPPLIES/WATER	02-00-5240	372.14	372.14		
08112026	NE PUBLIC HEALTH ENVIRONM WATER TESTING	02-00-5520	380.00	380.00		
08112026	NEBRASKA RURAL WATER ASSN ANNUAL MEMBERSHIP FEE	02-00-5450	300.00	300.00		
08112026	PAULSEN, INC. 223 12TH AVE WATER 600 BLK 12TH AVE WATER BREAK	12-00-5390 12-00-5390	350.00 388.75	738.75		
08112026	PITSTOP & SHOP FUEL/SANITATION FUEL/PARK	04-07-5010 05-04-5010	297.77 181.83	479.60		
08112026	PLANKS LUMBER & HARDWARE PARK SUPPLIES POOL SUPPLIES	05-04-5320 05-03-5320	18.88 30.75			

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
	PLANKS LUMBER & HARDWARE					
	MAINT/T.KAHRS/WATER	02-00-5420	26.75			
	MAINT/SPRAYER/GENERAL	05-05-5420	29.99			
				106.37		
08112026	R&R SALES & SERVICES INC					
	MAINT/STREET	12-00-5420	229.42			
				229.42		
08112026	RELIABLE PEST CONTROL					
	PEST CONTROL/POWER PLANT	01-10-5630	40.00			
	PEST CONTROL/CITY HALL	05-05-5630	40.00			
	PEST CONTROL/CITY SHOP	12-00-5630	20.00			
	PEST CONTROL/CITY SHOP	05-04-5630	20.00			
	PEST CONTROL/FIRE BARN	05-05-5630	40.00			
				160.00		
08112026	RIGHTWAY GROCERY					
	ACCT#245 SUPPLIES/LIBRARY	05-08-5320	27.35			
	ACCT#212 SUPPLIES/WATER	02-00-5320	92.09			
	ACCT#109 SUPPLIES/BALL PARK	05-01-5320	1,273.70			
	ACCT#134 SUPPLIES/7/1/EVENT	05-05-5320	172.77			
	ACCT#134 SUPPLIES/GENERAL	05-05-5320	25.36			
	ACCT#901 SUPPLIES/POOL	05-03-5320	328.75			
				1,920.02		
08112026	S.E. SMITH & SONS					
	MAINT/POWER PLANT	01-10-5420	34.07			
	MAINT/PAINT/GENERAL	05-05-5420	8.19			
				42.26		
08112026	SOUTHERN POWER DISTRICT					
	POWER	01-00-5041	72,664.02			
				72,664.02		
08112026	TERRY MEADE					
	WATER LICENSE REIMB.	02-00-5450	115.00			
				115.00		
08112026	TWO RIVERS PUBLIC HEALTH					
	SHOTS/L.WENNINGHOFF	05-04-5610	85.00			
				85.00		
08112026	VAN DIEST SUPPLY COMPANY					
	MOSQUITO SPRAYING/GENERAL	05-05-5310	786.20			
	MAINT/GENERAL	05-05-5310	261.78			
				1,047.98		
				=====		
	REPORT TOTAL			115,533.54		

AFFIDAVIT OF PRINTER

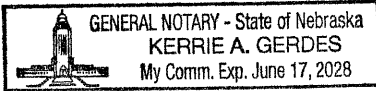
STATE OF NEBRASKA)
) SS.
FRANKLIN COUNTY)

I, *Evonne Naden*, editor of the Franklin County Chronicle, a newspaper of general circulation published weekly at Franklin, Neb., do solemnly swear that a copy of the above as per clipping attached, was published in the regular entire issue of said newspaper and not in supplement thereof for 1 consecutive week/s commencing with the issue date July 15, 2026 and ending with the issue dated July 15, 2026.

Evonne Naden
Printer's Fees \$19.27

Subscribed and sworn to
me before this 16 day of

July, 2026.
Keith A. Gerdes



First Published in Franklin County
Chronicle Wednesday, July 15,
2026

PITSTOP & SHOP INC. -
CLASS C

Licensee: PITSTOP &
SHOP INC., P.O. BOX
162, FRANKLIN, NE
68939-162

PREMISE: PITSTOP &
SHOP, 102 16TH AVE.,
FRANKLIN, NE 68939-
1051

Notice of renewal of liquor license

Notice is hereby given
that pursuant to section
53.138.01 liquor licenses
may be automatically re-
newed for one year from
November 1, 2026 for the
following retail liquor li-
censee to wit:

PITSTOP & SHOP INC.
PO BOX 162, FRANKLIN,
NE 68939-162

PREMISE: PITSTOP &
SHOP, 102 16TH AVE.,
FRANKLIN, NE 68939-
1051

Beer off sale only inside
corporate limits

Notice is hereby given
that written protest to the is-
suanace of automatic re-
newal of license may be
filed by any resident of the
city on or before August 5,
2026 in the office of the City
Clerk; that in the event
protests are filed by three
or more persons, hearings
will be had to determine
whether continuation of
said license shall be al-
lowed.

Raquel Felzien,
City Clerk
ZNEZ

AFFIDAVIT OF PRINTER

STATE OF NEBRASKA)
) SS.
FRANKLIN COUNTY)

I, *Evonne Naden*, editor of the Franklin County Chronicle, a newspaper of general circulation published weekly at Franklin, Neb., do solemnly swear that a copy of the above as per clipping attached, was published in the regular entire issue of said newspaper and not in supplement thereof for 1 consecutive week/s commencing with the issue date

July 15, 2026
and ending with the issue dated

July 15, 2026.

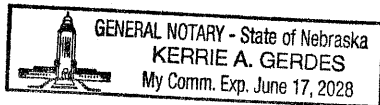
Evonne Naden

Printer's Fees \$ 16.12

Subscribed and sworn to
me before this 16 day of

July, 2026.

Ken A. Berde



First Published in Franklin County
Chronicle Wednesday, July 15,
2026

TIPSY COW - CLASS CK

Licensee: FLOROM,
MARK R, 1232 Country
Club Ln., Franklin, NE
68939-5178

PREMISE: Topsy Cow, 709
15th Ave., Franklin, NE
68939-511

Notice of renewal of liquor license

Notice is hereby given
that pursuant to section
53.138.01 liquor licenses
may be automatically re-
newed for one year from
November 1, 2026 for the
following retail liquor li-
censee to wit:

FLOROM, MARK R,
1232 Country Club Ln.,
Franklin, NE 68939-5178

PREMISE: Topsy Cow,
709 15th Ave., Franklin, NE
68939-511

Beer off sale only inside
corporate limits

Notice is hereby given
that written protest to the is-
suanee of automatic re-
newal of license may be
filed by any resident of the
city on or before August 5,
2026 in the office of the City
Clerk; that in the event
protests are filed by three
or more persons, hearings
will be had to determine
whether continuation of
said license shall be al-
lowed.

Raquel Felzien,
City Clerk
ZNEZ



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 July 2026

Dispatch received 134 calls that generated a number in our CAD system regarding activities within the City Limits,

Deputies patrolled 173 hours.

In addition to patrol hours Deputies had 82 hours spent on calls, we had 6 animal complaints, two driving complaints, two traffic stops, three warrant arrests, twenty five alarms activated, three disturbances, Three citizen assists, three traffic control, and two welfare checks.

I have contacted Melodie and Raquel about scooters, electric bikes and similar modes of transportation in the City Limits. I don't see a lot in Ordinance that with cover them. If the Council would like to discuss getting something together to address this it would be appreciated. It seems I am getting more questions about what they are allowed to do. Thank You.

Sheriff Bryon Detlefsen



Prepared by:
Cody Weldon
cody.weldon@gothrasher.com

Thrasher, Inc.
gothrasher.com
TF (800) 827-0702
F (402) 393-4002
License# 10011-111

Prepared for:
Jerrold Gerdes
jferdes@hotmail.com
H 3084700576

Job location:
405 15th Avenue
Franklin, NE 68939

Prepared on:
8-6-26

Project Summary

Lift Settled Concrete
Repair Cracks
Protect from Pitting & Staining
Lift, Stabilize & Seal All Concrete

Total Investment	\$14,520.63
Same Day Savings	\$626.03
Total Contract Price	\$13,894.60
Deposit Required - 20%	\$2,778.92
Deposit Paid	\$0.00
Amount Due Upon Installation	\$13,894.60

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 180 days.

Authorized Signature _____ **Date** _____

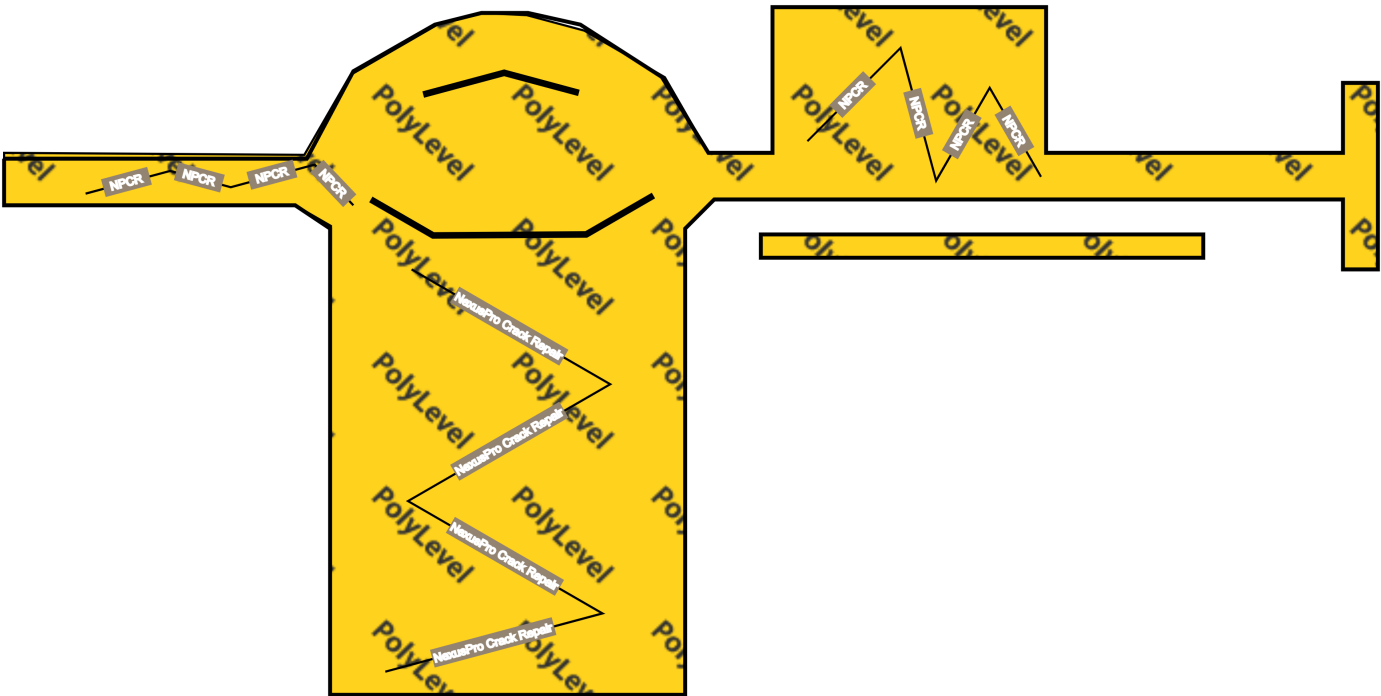
Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), the attached Limited Warranty, and Arbitration Clause, (together, the "Contract"). I am/we are the owner(s) of the property specified in the Contract, and you are authorized to do the work as specified in the Contract. I/we will make the payment at the completion of the project. If there are multiple projects, I/we will make payment after each individual project is completed. I understand all major credit cards and checks are accepted, but no cash payments are accepted. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

Customer Signature _____ **Date** _____

Customer has a three day right of rescission but after midnight of the 3rd business day, deposits are non-refundable. **Initial** _____

Payments are due after the completion of each project. A 3% processing fee will be included for all credit card payments. **Initial** _____

Job Details



Job Details (Continued)

Specifications

1) Install PolyLEVEL and seal concrete joints with NexusPro in PolyLevel areas as indicated on job drawing. If concrete is poured against the foundation a 2-3 inch joint may have to be cut to allow for lifting. In those cases, Thrasher will make the cut and seal it at no additional cost. 2) Clean up and prepare crack as needed and apply NexusPro joint sealant. Caulking may need to be re-applied in the future. 3) Thrasher to clean concrete surface and apply SealantPro to seal concrete as indicated on proposal. We do not guarantee removal of existing concrete stains. 4) Project Difficulty

Product List

Lift Settled Concrete

PolyLEVEL 7 areas

Repair Cracks

NexusPro Crack Repair 103 ft

Protect from Pitting & Staining

SealantPro 2387 sqft

Lift, Stabilize & Seal All Concrete

Project Difficulty 4 Crew Hour

Lift and Level - Areas

Area Title	LxWxD	Lbs	Location	Notes
A Lifting	13x3x0.5	6	Front	
B Lifting	54x4x0.5	35	Front	
C Lifting	38x2x0.5	12	Front	
D Lifting	12x24x0.5	46	Front	
E Lifting	40x30x0.5	193	Front	
F Lifting	18x26x0.5	75	Front	
G Lifting	25x4x0.5	16	Front	

Repair Cracks - Areas

Area Title	LnFt	Location	Notes
C	6	Front	
D	16	Front	
E	32	Front	
F	12	Front	
G	37	Front	

Job Details (Continued)

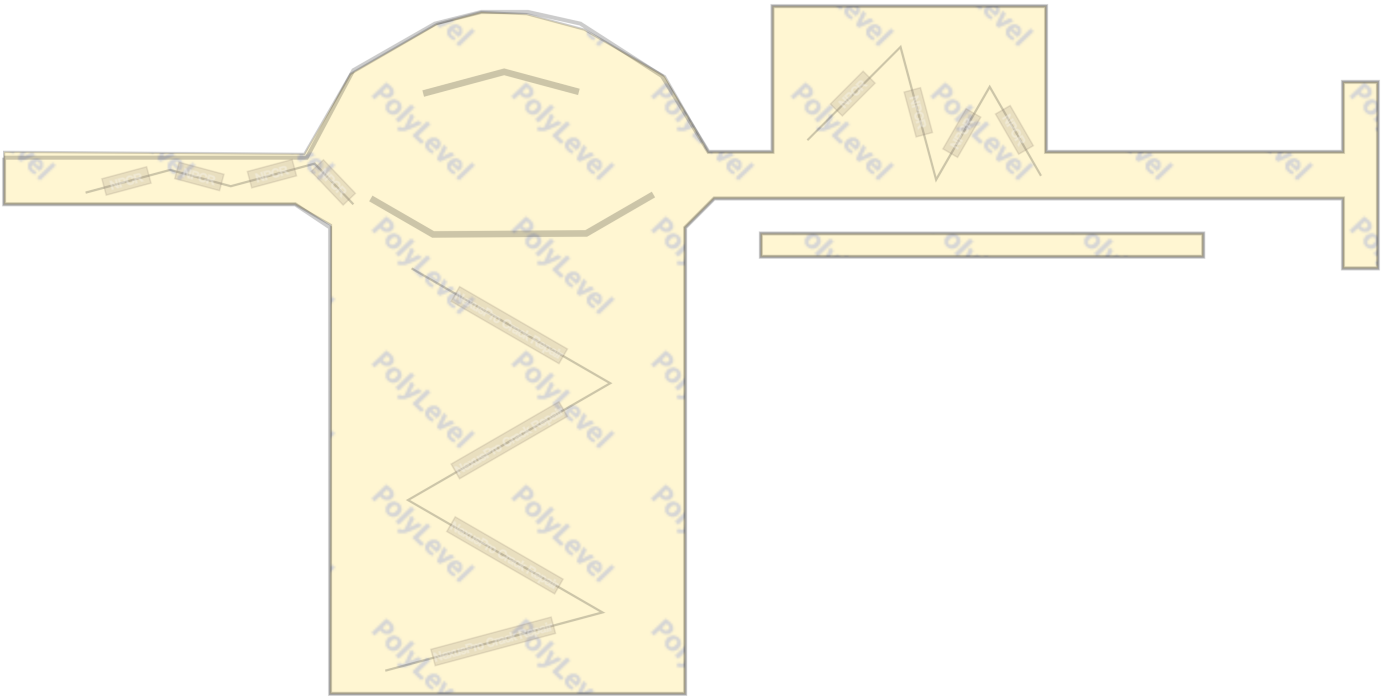
Seal Surface - Areas

Area Title	SqFt	Location	Notes
A	39	Front	
B	216	Front	
C	76	Front	
D	288	Front	
E	1200	Front	
F	468	Front	
G	100	Front	

Recommendations to Your Project

	☒ Project	Recommended
	Regular \$14,520.63 Savings \$626.03 Total ... \$13,894.60	Regular \$14,520.63 Savings \$626.03 Total ... \$13,894.60
Lift Settled Concrete	☒ All Areas	☒ All Areas
A	✓	✓
B	✓	✓
C	✓	✓
D	✓	✓
E	✓	✓
F	✓	✓
G	✓	✓
Repair Cracks	☒ All Areas	☒ All Areas
C	✓	✓
D	✓	✓
E	✓	✓
F	✓	✓
G	✓	✓
Protect from Pitting & Staining	☒ All Areas	☒ All Areas
A	✓	✓
B	✓	✓
C	✓	✓
D	✓	✓
E	✓	✓
F	✓	✓
G	✓	✓
Lift, Stabilize & Seal All Concrete	☒	☒
Concrete	✓	✓

Recommendations to Your Project



THRASHER, INC.
CONCRETE REPAIR LIMITED WARRANTY

This Limited Warranty is from Thrasher, Inc. ("Contractor") to each purchaser ("Customer") of any of the products described in the "Limited Warranty" section below ("Products") which are installed by Contractor at Customer's property ("Property"). **This Limited Warranty is made by Contractor in lieu of and excludes all other warranties, express or implied, relating to the Products and to any services or other products provided by Contractor in connection therewith, including any IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** In the event applicable law prohibits the disclaimer of any implied warranty, all such implied warranties shall be limited in duration to the term of the Limited Warranty set forth below. This Limited Warranty is transferrable to subsequent owners of the Property, provided that any such transfer shall not extend the duration of the term of the Limited Warranty set forth below. This Limited Warranty is null and void if full payment is not received. Any claims made pursuant to this Limited Warranty should be addressed in writing to Contractor at 11844 Valley Ridge Dr. Papillion, NE 68046.

LIMITED WARRANTY

Remedial work completed under this Limited Warranty will not extend the Warranty Period. Subject to the Exclusions from Coverage set forth below, Contractor provides the following Limited Warranty for the Products:

Concrete Leveling. For concrete slabs raised by Contractor with POLYLEVEL® and joint sealed with NEXUSPRO® Joint Sealant ("Sealant"), Contractor warrants that, for a period of 5 years from the original date of installation, the area where the slab of concrete was lifted will not settle causing a trip hazard of more than ¼ inch or Contractor will provide the labor and materials to re-lift the area at no additional cost to the Customer. In the event cracking of the concrete occurs during the installation process, Contractor will rout out the crack and apply Sealant at no additional cost to the Customer. Contractor does not represent that POLYLEVEL® will lift the Customer's slab to meet any criteria of levelness, but instead that it will lift the slab as much as practical. This Warranty is void if Customer does not maintain grade around slabs. Exclusion: Contractor does not warrant heave of any slab where the work is performed, nor any damages caused by such heave. Joint sealant is not required to maintain the warranty on work performed on the interior of a home.

Joint and Crack Sealant. For areas where Contractor has installed NEXUSPRO® Joint Sealant ("Sealant") and POLYLEVEL® Contractor warrants that, for a period of 5 year from the original date of installation, the Sealant will remain intact. In the event the Sealant does not stay intact, Contractor will re-apply the Sealant to the area at no additional cost to the Customer. For areas where Contractor has installed NEXUSPRO® Joint Sealant ("Sealant") and there is no POLYLEVEL® Contractor warrants that, for a period of 1 year from the original date of installation, the Sealant will remain intact. In the event the Sealant does not stay intact, Contractor will re-apply the Sealant to the area at no additional cost to the Customer.

Concrete Protection System. For areas where Contractor has installed Concrete Protection Systems, Contractor warrants that, for a period of 5 years from the original date of installation, the concrete will not experience settlement that causes a trip hazard of more than ¼ inch and the Sealant will remain intact. In the event the concrete settles causing a trip hazard of more than ¼ inch and/or Sealant does not stay intact, Contractor will repair the area at no additional cost to Customer. Exclusion: Contractor does not warrant heave of any slab where the work is performed, nor any damages caused by such heave.

ADDITIONAL EXCLUSIONS FROM COVERAGE

This Limited Warranty does not cover Defects caused directly or indirectly by any of the following: (1) Neglect, misuse, abuse, or alteration of the Product; (2) Failure to seal all joints and cracks in areas surrounding the work area; (3) Failure to keep gutters and downspouts in good working order and sufficiently directed away from the foundation/concrete slab; (4) Failure or delay in performance or damages caused by acts of God (flood, fire, storm, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; and (5) any items mentioned in this Contract under "Customer Will", "Contractor Will", "Specifications", "Labels", and "Additional Notes".

LIMITED REMEDY

Contractor's sole obligation to Customer with respect to this Limited Warranty is to provide the labor and materials necessary to replace or repair any Defect as set forth in the "Limited Warranty" section above. Contractor is not responsible for any consequential, incidental, or indirect damages, including without limitation and Customer holds Contractor harmless from: (a) water damage to the Property or personal property; (b) damage to real or personal property such as walls, wall coverings, sheetrock, finished /unfinished flooring, door and/or window framing, concrete, exterior veneers, cabinets, any other rigid materials, or including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job, or alleged to have been done during a foundation lifting operation; (c) costs for any finish carpentry, painting, paneling, landscaping, or other work necessary to restore the Property after Contractor's work is completed; (d) utility damage that occurs as a result of Contractor's installation is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons; (e) damages arising from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils; and (f) damages caused by mold or water seepage including, but not limited to, property damage, bodily injury, loss of income, loss of use, loss of value, emotional distress, adverse health effects, death, or any other effects.

EXCLUDED PRODUCTS

DecoShield®. – The performance of DecoShield stain is not warranted, however, with proper maintenance it will last many years. Maintenance includes cleaning and resealing the concrete with a clear sealer. Timing of maintenance varies based on the amount of traffic that the concrete experiences, but intervals of every 1-3 years are most common. Use of pressure washer is not recommended as it may remove the sealer and the stain unprotected. While our process uses products to ensure the concrete pores are open to accept the stain, chemical stains (like those caused by tire cleaning products containing siliconates) can impede color absorption. The finish of DecoShield will vary depending on the porosity and finish of concrete and the amount and type of stains that exist.

All Other Products. Except for the Products listed in the "Limited Warranty" section above, Contractor makes no express warranty, and disclaims all implied warranties, for any other product or service provided by Contractor to Customer.

NOTICE TO OWNER

Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanics lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in paying for labor and material twice.

ARBITRATION CLAUSE

Any dispute arising out of or relating to the Contract shall be submitted to resolution by final and binding arbitration. The binding arbitration shall be conducted in Douglas County, Nebraska before a single arbitrator and pursuant to the American Arbitration Association ("AAA") Construction Industry Rules and Arbitration procedure. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be one arbitrator, selected jointly by the parties. This arbitration clause shall in all respects be governed in accordance with the laws of the State of Nebraska. The arbitrator may include in its award an allocation to any party of such costs and expenses, including attorneys' fees, as the arbitrator shall deem reasonable. The arbitrator will have no authority to award any indirect, incidental, consequential, special, or punitive damages, including, without limitation, lost profits, loss of goodwill or business interruption.



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

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

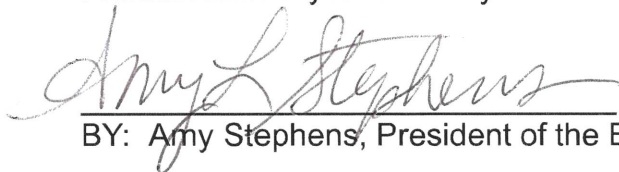


Raquel Felzien, City Clerk/Treasurer

BY: 

Margaret Siel, Mayor

Franklin Little Flyer Academy



BY: Amy Stephens, President of the Board



Exhibit A As of May 2025

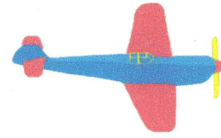
List of the equipment that the City owns:

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

FRANKLIN Little Flyer ACADEMY



To: Franklin City Council Members

From: Patti Schurman, FLFA Treasurer

Date: 06/10/2026

Subject: Financial Sustainability Concerns and Request for Consideration

Dear City Council Members,

I am writing to bring attention to the growing financial challenges facing our daycare facility and to explain why fundraising efforts have become necessary to support basic operational costs.

As a childcare provider serving families within our community, our goal has always been to offer safe, affordable, and high-quality care for children. However, rising operational expenses have placed significant strain on our budget and long-term sustainability.

Over the past year, the daycare has experienced increases in multiple areas of operating costs, including:

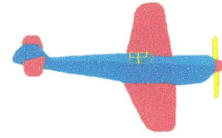
- Employee wages
- Educational supplies and equipment
- Food and program expenses
- Regulatory compliance requirements

In addition to these rising expenses, concerns have emerged regarding the increased rent associated with the building and ongoing grounds and building maintenance costs. While facility improvements provide valuable benefits to the community and the children we serve, the resulting financial obligations will have added substantial pressure to the daycare's operating budget.

As a result, fundraising activities have become necessary not to expand programs or create new services, but simply to help offset everyday operational expenses. Reliance on fundraising for basic operating costs is not a sustainable long-term solution and creates uncertainty for both the organization and the families who depend on our services.

Access to affordable childcare is essential for working families and contributes directly to the economic health of our community. When childcare providers face financial instability, families may experience reduced access to care, increased tuition costs, or limitations in available services.

FRANKLIN Little Flyer ACADEMY



We respectfully ask the City Council to review the financial impact of the rental increase and maintenance arrangements and consider opportunities that may help reduce the burden on the daycare. Potential considerations may include:

- Request for temporary rent stabilization

As the daycare assumes increased financial responsibility for building maintenance and groundskeeping, I would like to request that the current rent remain unchanged for an additional year.

Taking on these new responsibilities represents a significant increase in our annual operating expenses. Maintaining the current rental rate for one more year would provide the daycare with an opportunity to adjust to these additional obligations without placing further financial strain on the daycare of the families we serve.

This temporary rent stabilization would allow us to:

- Establish a sustainable budget that incorporates the new maintenance and groundskeeping expenses.
- Reduce reliance on further fundraising efforts for basic operational costs.
- Minimize the need for tuition increases that could impact local families.
- Continue providing high-quality childcare services to the community.

We appreciate the City's ongoing support and commitment to the well-being of local families. We welcome the opportunity to discuss these concerns further and work together toward sustainable solutions that ensure the continued success of our daycare program.

Thank you for your consideration with this matter,

Patti Schurman

Patti Schurman
FLFA, Treasurer
Franklin Little Flyer Academy Inc
(308) 470-1476

Class	City	Pay Schedule	Mayor Amt	Council Amt	Extras
2nd	Alma	Yearly	\$3,000	\$2,600	
2nd	Bassett	Yearly	\$2,500	\$1,500	
2nd	Blue Hill	Quarterly	\$2,100	\$1,200	1 excused absense/yr
2nd	Broken Bow	Quarterly	\$7,500	\$3,500	
2nd	Central City	Quarterly	\$7,500	\$5,000	
2nd	Fairfield	Monthly	\$3,000	\$1,500	
2nd	FRANKLIN	YEARLY	\$2,400	\$1,200	
2nd	Harvard	Quarterly	\$3,000	\$1,500	
2nd	Hickman	Monthly	\$5,400	\$3,000	plus \$100 for meeting attendance
2nd	Longpine	Monthly	\$3,300	\$840	
2nd	Loup City	Monthly	\$7,200	\$3,600	\$50 for each special meeting
2nd	Milford	Yearly	\$6,000	\$3,000	
2nd	Plainview	Quarterly	\$3,000	\$2,000	
2nd	Red Cloud	Yearly	\$6,825	\$4,550	If you miss a meeting it gets deducted
2nd	Ravenna	Monthly	\$4,000	\$1,200	\$25 for each special meeting
2nd	Valley	Quarterly	\$4,500	\$3,000	\$60 & \$75 more per special/additional meetings
2nd	Wakefield	Bi-Annually	\$3,000	\$2,000	
2nd	Wisner	yearly	\$1,500	\$720	plus \$70 per council meeting and any committee meeting lasting more than 30 min
2nd	Wymore	Quarterly	\$1,700	\$1,500	
		Average for Mayor:	\$4,300.00		
		Average for Council	\$2,400.00		

Document G702® – 1992

Application and Certificate for Payment

TO OWNER: City of Franklin 619 15th Avenue Franklin, NE 68939	PROJECT: City of Franklin Downtown Apartments & Commercial Project a/k/a The Marcellus Building Project 615 15th Ave Franklin, NE 68939	APPLICATION NO: 013 PERIOD TO: July 31, 2026 CONTRACT FOR: General Construction CONTRACT DATE: 04-08-2025 PROJECT NOS: 35024 / 2510 /
Distribution to: OWNER : [X] ARCHITECT : [X] CONTRACTOR : [] FIELD : [] OTHER : []		
FROM RMV Construction LLC CONTRACTOR: 1515 E 11th Street Kearney, NE 68847	VIA Erickson Sullivan Architects & Associates, LLC ARCHITECT: 110 S. 14th Street, Suite 200 Lincoln, NE 68508	

CONTRACTOR'S APPLICATION FOR PAYMENT

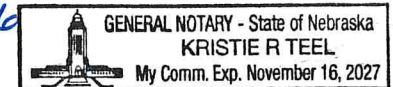
Application is made for payment, as shown below, in connection with the Contract. AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM.....	\$1,922,800.00
2. NET CHANGE BY CHANGE ORDERS.....	\$113,404.70
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$2,036,204.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$1,496,376.70
5. RETAINAGE:	
a. 5.00% of Completed Work (Column D + E on G703: \$1,496,376.70)=	\$74,818.84
b. 5.00% of Stored Material (Column F on G703: \$0.00)=	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$74,818.84

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: RMV Construction LLC
 By: [Signature] Date: 7/27/2026
 State of: Nebraska
 County of: Buffalo

Subscribed and sworn to before
 me this 27th day of July 2026
 Notary Public: Kristie Teel
 My Commission expires: November 16, 2027



6. TOTAL EARNED LESS RETAINAGE..... (Line 4 Less Line 5 Total)	\$1,421,557.86
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... (Line 6 from prior Certificate)	\$1,325,857.71
8. CURRENT PAYMENT DUE.....	\$95,700.16
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$614,646.84

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$114,119.70	\$715.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$114,119.70	\$715.00

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..... \$95,700.16

(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: [Signature] Date: 8/6/26

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

NET CHANGES by Change Order		\$113,404.70

Owner or Contractor under this Contract.

AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, 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 Downtown
Apartments & Commercial
Project a/k/a The Marcellus
Building Project
615 15th Ave
Franklin, NE 68939

APPLICATION NO:

013

APPLICATION DATE:

07-20-2026

PERIOD TO:

July 31, 2026

ARCHITECT'S PROJECT NO:

35024

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
001	General Conditions	338,406.00	269,810.00	22,865.00	0.00	292,675.00	86.49%	45,731.00	0.00
002	Demolition	110,400.00	110,400.00	0.00	0.00	110,400.00	100.00%	0.00	0.00
003	Cast-In-Place Concrete - Reinforcing	3,100.00	3,100.00	0.00	0.00	3,100.00	100.00%	0.00	0.00
004	Cast-In-Place Concrete	22,360.00	16,099.00	0.00	0.00	16,099.00	72.00%	6,261.00	0.00
005	Structural Steel	54,732.00	31,197.00	0.00	0.00	31,197.00	57.00%	23,535.00	0.00
006	Rough Carpentry	139,240.00	139,240.00	0.00	0.00	139,240.00	100.00%	0.00	0.00
007	Finish Carpentry / Casework	83,114.00	0.00	0.00	0.00	0.00	0.00%	83,114.00	0.00
008	Insulation	11,683.00	11,683.00	0.00	0.00	11,683.00	100.00%	0.00	0.00
009	Liner	9,776.00	9,776.00	0.00	0.00	9,776.00	100.00%	0.00	0.00
010	Joint Sealants	2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	0.00
011	Doors, Frames, and Hardware	92,047.00	11,581.00	0.00	0.00	11,581.00	12.58%	80,466.00	0.00
012	Gypsum Board Assemblies	149,126.00	96,931.00	28,334.00	0.00	125,265.00	84.00%	23,861.00	0.00
013	Flooring	40,155.00	24,949.00	0.00	0.00	24,949.00	62.13%	15,206.00	0.00
014	Painting	48,193.00	0.00	0.00	0.00	0.00	0.00%	48,193.00	0.00
015	Specialties / Accessories	8,572.00	0.00	0.00	0.00	0.00	0.00%	8,572.00	0.00
016	Fire Suppression	39,950.00	19,975.50	19,550.00	0.00	39,525.50	98.94%	424.50	0.00
017	Plumbing	178,750.00	143,660.25	0.00	0.00	143,660.25	80.37%	35,089.75	0.00
018	HVAC	182,950.00	108,518.00	7,954.00	0.00	116,472.00	63.66%	66,478.00	0.00
019	Electrical	184,990.00	139,239.00	0.00	0.00	139,239.00	75.27%	45,751.00	0.00
020	Earthwork	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00%	0.00	0.00
021	Bond	16,961.00	16,961.00	0.00	0.00	16,961.00	100.00%	0.00	0.00
022	Contractor's Fee	191,295.00	120,515.25	19,130.00	0.00	139,645.25	73.00%	51,649.75	0.00
023	Alternate #003 - Disposal Fees	(8,500.00)	(7,500.00)	0.00	0.00	(7,500.00)	88.24%	(1,000.00)	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO #001	Change Order #001	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
024	RFP #002 - Fire Extinguisher	(715.00)	(715.00)	0.00	0.00	(715.00)	100.00%	0.00	0.00
025	COR #001 - Basement - Stone Tuckpointing	26,210.00	26,210.00	0.00	0.00	26,210.00	100.00%	0.00	0.00
026	COR #003 - Extend Electrical Service	4,086.05	4,086.05	0.00	0.00	4,086.05	100.00%	0.00	0.00
027	RFP #001 - Floor Decking Replacement	4,252.00	4,252.00	0.00	0.00	4,252.00	100.00%	0.00	0.00
028	RFP #002 - Fire Extinguisher	50.00	50.00	0.00	0.00	50.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO #002	Change Order #002	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
029	RFP #005 - Radon Mitigation	14,465.00	14,465.00	0.00	0.00	14,465.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO #003	Change Order #003	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
030	COR - #004R East Beam and Structural Components	10,699.00	10,699.00	0.00	0.00	10,699.00	100.00%	0.00	0.00
031	COR #006 - Electrical Changes	4,976.65	4,976.65	0.00	0.00	4,976.65	100.00%	0.00	0.00
032	RFP #004 - Brick Tuckpointing	6,870.00	6,870.00	0.00	0.00	6,870.00	100.00%	0.00	0.00
033	RFP #007 - Fire Marshal Response	1,687.00	0.00	0.00	0.00	0.00	0.00%	1,687.00	0.00
034	RFP #008 - Add Floor Insulation	10,023.00	10,023.00	0.00	0.00	10,023.00	100.00%	0.00	0.00
035	RFP #009 - Access Panels	2,309.00	0.00	0.00	0.00	0.00	0.00%	2,309.00	0.00
036	RFP #010 - Plumbing Chases and MEP Updates	10,368.00	7,464.00	2,904.00	0.00	10,368.00	100.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
CO #004	Change Order #004	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
037	RFP #003.2 - Roof Structure & Opening Reinforcement	18,124.00	18,124.00	0.00	0.00	18,124.00	100.00%	0.00	0.00
	GRAND TOTAL	2,036,204.70	1,395,639.70	100,737.00	0.00	1,496,376.70	73.49%	539,828.00	0.00



August 6, 2026

Margaret Siel, Mayor
City of Franklin, Nebraska
619 15th Avenue
Franklin, NE 68939

Project: City of Franklin Marcellus Building – RMV Pay Ap Summary

Ms. Siel:

Please find attached the signed, approved Pay Application #13 from RMV Construction for the Marcellus Building Project for the month of July 2026. During our site visit last week we observed continued drywall work underway and electrical, plumbing and HVAC had progressed since last month. Their work this past month includes the following:

- General Conditions (Rentals, Supervision, Site Costs)
- Gypsum Board Assemblies (Drywall work)
- Fire Suppression
- HVAC
- Fees

Please let me know if you have any questions.

Thank you,

Trevor L. Hull, AIA

AIA Document G702® – 1992

Application and Certificate for Payment

TO OWNER: City of Franklin 619 15th Avenue Franklin, NE 68939	PROJECT: City of Franklin Downtown Apartments & Commercial Project - Exterior Facade Project 619 15th Avenue Franklin, NE 68939	APPLICATION NO: 002 PERIOD TO: July 31, 2026 CONTRACT FOR: General Construction CONTRACT DATE: 07-06-2026 PROJECT NOS: 35024 / 2510 /
Distribution to: OWNER : [X] ARCHITECT : [X] CONTRACTOR : [] FIELD : [] OTHER : []		
FROM RMV Construction LLC CONTRACTOR: 1515 E 11th Street Kearney, NE 68847	VIA Erickson Sullivan Architects & Associates, LLC ARCHITECT: 110 S. 14th Street, Suite 200 Lincoln, NE 68508	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$313,275.00
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$313,275.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$185,481.00
5. RETAINAGE:	
a. 0.00% of Completed Work	
(Column D + E on G703: \$185,481.00)=	\$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

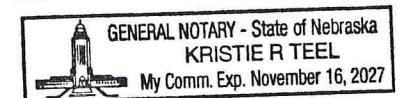
6. TOTAL EARNED LESS RETAINAGE.....	\$185,481.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$68,107.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$117,374.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$127,794.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00

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: RMV CONSTRUCTION LLC
 By: [Signature] Date: 7/27/26
 State of: Nebraska
 County of: Buffalo

Subscribed and sworn to before me this 27th day of July 2026
 Notary Public: Kristie Teel
 My Commission expires: 11-16-2027



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..... **\$117,374.00**

(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: [Signature] Date: 8/6/26
 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.

NET CHANGES by Change Order	\$0.00
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Continuation Sheet

AIA Document G702[®], Application and Certification for Payment, or G732[™], 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 Downtown
Apartments & Commercial
Project - Exterior Facade
Project
619 15th Avenue
Franklin, NE 68939

APPLICATION NO:

002

APPLICATION DATE:

07-27-2026

PERIOD TO:

July 31, 2026

ARCHITECT'S PROJECT NO:

35024

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
EXTERIOR FACADE	EXTERIOR FACADE	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
001	MATERIALS / LABOR	24,035.00	15,623.00	6,730.00	0.00	22,353.00	93.00%	1,682.00	0.00
002	SMALL TOOLS/EQUIPMENT	2,967.00	1,038.00	1,722.00	0.00	2,760.00	93.02%	207.00	0.00
004	GENERAL CONDITIONS	16,272.00	8,136.00	6,318.00	0.00	14,454.00	88.83%	1,818.00	0.00
005	MASONRY	212,000.00	0.00	100,000.00	0.00	100,000.00	47.17%	112,000.00	0.00
006	ALUMINUM STOREFRONT	39,405.00	39,405.00	0.00	0.00	39,405.00	100.00%	0.00	0.00
007	CONTRACTORS FEE	18,596.00	3,905.00	2,604.00	0.00	6,509.00	35.00%	12,087.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	GRAND TOTAL	313,275.00	68,107.00	117,374.00	0.00	185,481.00	59.21%	127,794.00	0.00



MARCELLUS FLATS - TENANT APPLICANT CHECKLIST

Dear Applicant:

Marcellus Flats in the Hutchins Building was funded in part through the Nebraska Affordable Housing Trust Fund as a City of Franklin project. **All of the following documents are required** to be considered as an eligible tenant.

1. Every section must be completed of the Tenant Application for Occupancy. Documentation from both the Applicant and Co-Applicant is required, if applicable.
2. Please provide a copy of each for the Applicant and Co-Applicant as listed in the chart below, if applicable.

	Copy of Government Issued ID (Driver's License) – front and back side
	Copy of Social Security Card
	Citizenship Attestation Form signed – pg. 6 of the Application, one form per person age 18 and over
	Last 2 years' federal income tax return – (1040 form, W-2s, all schedules, 1098/1099 forms)
	Last 3-months pay stubs of all working occupants of household* , including children 18 years old or older
	Last 2 months of bank/credit union statement(s) – all pages of statement*
	Most recent statement of other assets >ONLY< if you receive regular or annual income (CD's, IRA's, 401(k), life insurance, property, etc.).
	*Verification of Deposit (your Bank) and/or Verification of Employment Forms – if the above items are not provided or not available (Ex. started new employment or new bank account)
	Credit Report – <i>Either a signed 'Consent to Verify Credit Information' (last page of application), – OR – provide a credit report recent within the past 12 months</i> from either Trans Union, Experian, or Equifax, available free of charge
	Documentation on all monthly benefits received, such as: Social Security, ADC (Aid to Dependent Children), Food Stamps, Worker's Compensation, Unemployment Compensation, etc.
	If applicable, case number and county for any alimony or child support received by any household member. Include copy of complete divorce decree.

3. Upon notification of selection as an eligible Tenant, the *Nebraska RentWise Tenant Education* course must be completed online. Allow 6 to 8 hours for course completion. A completion certificate is required within 7 (seven) days of notification. Failure to complete the RentWise course will forfeit your reserved housing unit.

	Certificate of Completion: Nebraska RentWise Tenant Education, https://training.rentwise.org/
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4. To process your application, the listed items must be submitted in full by email to:
City of Franklin, Hutchins Building Property Manager: apartments@cityoffranklin.net
Email or in-person turn-in to the City office is recommended for the application to avoid delays in processing the application.
Applications emailed, mailed, or in-person turned in will be accepted and dated the on the day and time of receipt.
South Central Economic Development District, Inc. (SCEDD), 308.455.4776, will be reviewing applications for eligibility and a staff member may be in contact with you if additional documentation is needed.

If you have any questions about the application, please contact the City of Franklin, Hutchins Building Property Manager, at **308.xxx.xxxx**, or the City of Franklin office at 308.425.6295. We look forward to working with you.



MARCELLUS FLATS – TENANT APPLICATION FOR OCCUPANCY*Nebraska Affordable Housing Trust Fund – City of Franklin*Size of Unit ☐ 1 Bedroom
Requested ☐ 2 Bedroom**FOR OFFICE
USE ONLY**Date
Received:

Time:

ALL SECTIONS OF THIS APPLICATION MUST BE COMPLETE. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED.**I. APPLICANT INFORMATION AND RESIDENCE HISTORY****DATE TO MOVE IN:** _____

Applicant	Co-Applicant (if applicable)
Name: _____	Name: _____
Current Address: _____	Current Address: _____
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____
Phone #: _____ Work #: _____	Phone #: _____ Work #: _____
Email: _____	Email: _____
How long have you resided at this address? _____	How long have you resided at this address? _____
Landlord's Name: _____	Landlord's Name: _____
Landlord's Address: _____	Landlord's Address: _____
Landlord's Phone #: _____	Landlord's Phone #: _____
Previous Address: _____	Previous Address: _____
City _____ State _____ ZIP _____	City _____ State _____ ZIP _____
How long did you reside at this address? _____	How long did you reside at this address? _____
Landlord's Name: _____	Landlord's Name: _____
Landlord's Address: _____	Landlord's Address: _____
Landlord's Phone No: _____	Landlord's Phone No: _____

II. HOUSEHOLD MEMBER INFORMATION

A. Provide the following information for all persons who will be members of the household. Give relationship of each family member to the Applicant, each member's age, social security #, sex, date of birth, and age.

Name	Relationship	Social Security #	Sex	Date of Birth	Age
1.					
2.					
3.					
4.					

B. Does anyone else claim the Tenant or Co-Tenant as a dependent on their Income Tax Return?

☐ Yes ☐ No

C. Does anyone live with you now who is not listed above?

☐ Yes ☐ No

D. Does anyone plan to live with you in the future who is not listed above?

☐ Yes ☐ No

Please explain if you answer 'Yes' to any of the questions above: _____

III. SPECIAL HOUSING ACCOMMODATIONS

A. The design of the project is for the dwelling to be readily accessible and usable by people with disabilities in accordance with the Nebraska Fair Housing Act. Households where the tenant, co-tenant, or household member is disabled or handicapped, may make reasonable accommodation requests. The Owner may approve and allow the tenant to make reasonable modifications on the condition the renter agrees to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

• Do you or members of your household require handicap accessible features or modifications?

☐ Yes ☐ No

• If yes, please explain any special housing modifications necessary: _____

- B. One pet from **one of the following categories** is permitted: a Dog under 45 pounds, *or* a Cat under 25 pounds.
- Do you plan to have a pet living with you? (if yes, circle one) *1 Dog – OR – 1 Cat – OR 1 aquarium with non-dangerous fish (no reptiles or other species)* ☐ Yes ☐ No
 - Specify weight and breed of the pet: _____
 - The *Pet Agreement & Policies* signed form in addition to the Pet Fee paid in advance, must be completed in full prior to a pet permitted in the living unit.
 - Any changes in the status of the specified approved pet must be documented in the *Pet Agreement & Policies* form.

IV. ESTIMATED HOUSEHOLD INCOME FOR THE NEXT 12 MONTHS

A. Verification of Employment

Applicant:

Employer Name	Address	Phone No.	Rate Per Hour	Hours per Week	Annual Income	Date Started

Co-Applicant:

Employer Name	Address	Phone No.	Rate Per Hour	Hours per Week	Annual Income	Date Started

B. All Sources of Household Income Calculated Monthly

Income Source by Month	Applicant	Co-Applicant	Other Household Member(s) 18 or Older
Salary			
Overtime Pay (estimate average)			
Commissions (estimate average)			
Tips (estimate average)			
Bonuses (estimate average)			
Investment Interest and/or Dividends — note if received annually			
Net Income from Business			
Net Rental Income			
Social Security (including SSI or SSD), Pension(s), Retirement Funds (Please circle appropriate one[s])			
Unemployment Benefits			
Workers Compensation, etc.			
Alimony and/or Child Support Provide the Case Number and County where alimony and/or child support court order was filed. Please provide a copy of divorce decree that outlines child custody and support payments.	Amount: \$ _____ /mo. Case #: _____ County: _____ ☐ Child Support ☐ Alimony	Amount: \$ _____ /mo. Case #: _____ County: _____ ☐ Child Support ☐ Alimony	Amount: \$ _____ /mo. Case #: _____ County: _____ ☐ Child Support ☐ Alimony
Welfare Payments (TANF, Food			

Stamps, ADC, etc.)			
Other			
TOTALS			
Annual Total (= Totals x 12)			

V. ASSETS

A. List assets for all household members. If denoted as (*) only list *if annual income/dividends are received*.

Type	Current Estimated Cash Value of Acct(s)	Annual Income (i.e., Interest, dividends)	Bank or Investment Company Name & Address	Account #
Checking Account(s)				
Savings Account(s)				
Credit Union Account(s)				
Certificate(s) of Deposit				
Stocks, Bonds, IRAs, etc.				
*401(k), retirement, pension accounts – for which annual income is received				
*Life Insurance Policies – for which annual income is received				
*Other Assets/ Investments – for which annual income is received				

VI. OTHER INFORMATION

- A. Have you or any household member been subject to a lifetime registration requirement under a State Sex Offender Registration Program? ☐Yes ☐No
- B. Are you or any other household member a current user or have been convicted of using, dealing, or manufacturing a controlled substance? ☐Yes ☐No
- If Yes, has that person(s) successfully completed a controlled substance abuse recovery program or presently enrolled in such a program? ☐Yes ☐No
- C. Have you or any members of the household been convicted of a felony? ☐Yes ☐No
- If Yes, please explain circumstances: _____

VIII. EMERGENCY CONTACT(s):

In case of an emergency the Tenant or Co-Tenants desire that the following person(s) be contacted, if possible:

Name: _____ Phone: _____ Address: _____

Name: _____ Phone: _____ Address: _____

IX. GRIEVANCE PROCEDURE

In accordance with Federal Law and the Nebraska Fair Housing Act, the Owner (City of Franklin) is prohibited from discrimination because of race, creed, religion, color, national origin, sex, disability, familial status, or any other protected status.

An applicant/tenant that has been denied placement or has a grievance, should first try to resolve the issue with the Hutchins Building Property Manager. To file a complaint of discrimination or grievance, write: City Fair Housing Representative, Raquel Felzien, City Clerk, 619 15th Avenue, Franklin, NE 68939, or email info@cityoffranklin.net. Grievances must be in writing and will be considered at the next regularly scheduled City of Franklin Council meeting. The City Council will respond in writing within 7 (seven) days of the Council meeting. The applicant may appeal the decision of the City of Franklin, by submitting an appeal within 14 (fourteen) days of the date of the Board's decision letter. The appeal will be reviewed by a third-party entity, a representative from South Central Economic Development District, Inc., serving as NAHTF grant administrator, or other third-party entity. Their decision will be provided in writing, to the applicant/tenant and the City of Franklin. Any subsequent grievance appeals will be forwarded to the Nebraska Department of Economic Development or designee overseeing NAHTF housing projects, as the final party to address grievance.

X. SIGNATURE AND CONSENT

I/We certify that the information provided above is true and complete to the best of my/our knowledge and belief. I/We consent to the disclosure of such information for purposes of income verification. I/We understand that any willful misstatement of material fact will be grounds for disqualification.

Applicant Signature: _____ **Date:** _____

Co-Applicant Signature: _____ **Date:** _____

XI. CONSENT FOR SCEDD, INC. & OWNER TO VERIFY CREDIT INFORMATION

I/We hereby authorize the South Central Economic Development District (SCEDD), Inc. of Nebraska, and the City of Franklin, to verify my bank accounts, employment, outstanding debts, including any present or previous mortgages, to order a consumer credit report, and to make any other inquiries pertaining to my qualifications for a Tenant Application. I/We also authorize SCEDD, Inc., and the City of Franklin, to make copies of this letter for distribution to any party with which I have a financial or credit relationship and that party may treat such copy as an original.

I/We also authorize release of all Social Security benefit information to SCEDD, Inc., and the City of Franklin.

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective renter, under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not, your application for approval as a prospective renter may be delayed or rejected.

Right to Financial Privacy Act Certification: South Central Economic Development District (SCEDD), Inc. and the City of Franklin, acting on behalf of HUD/FHA certifies, in compliance with the Right to Financial Privacy Act of 1978, that in connection with this request to financial records, it is in compliance with the applicable provisions of the said Act.

Applicant Signature: _____ **Date:** _____

Co-Applicant Signature: _____ **Date:** _____

OR – I/We decline to sign the Consent for SCEDD, Inc. & Owner to Verify Credit Information and will provide a current, within 12 months, credit report in full for both the Applicant and Co-Applicant, if applicable, from one of the approved credit reporting agencies as part of my Application for Occupancy. Initial(s) _____

COMPLETE FOLLOWING PAGE FOR U.S. CITIZENSHIP ATTESTATION FORM

XII. Each Applicant and Co-Applicant must complete a separate United States Citizenship Attestation Form

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☐ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the federal Immigration and Nationality Act. In addition to this Form, I have included a current and legible copy of the front and back of one or more of the available USCIS forms, (listed below), required for verification.

- ☐ I-327 (Reentry Permit)
- ☐ I-551 (Permanent Resident Card)
- ☐ I-571 (Refugee Travel Document)
- ☐ I-766 (Employment Authorization Card)
- ☐ Certificate of Citizenship
- ☐ Naturalization Certificate
- ☐ Machine Readable Immigrant Visa (with Temporary I-551 Language)
- ☐ Temporary I-551 Stamp (**on passport or I-94**)
- ☐ I-94 (Arrival/Departure Record)
- ☐ **Unexpired Foreign Passport (must include an I-94)**
- ☐ I-20 (Certificate of Eligibility for Nonimmigrant (F-1) Student Status)
- ☐ DS2019 (Certificate of Eligibility for Exchange Visitor (J-1) Status)

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

Print Name

(First, Middle, Last)

Signature

Individual NMLS ID #

Date

Revised 7/2012



MARCELLUS FLATS - TENANT RULES & REGULATIONS

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

RENT COLLECTIONS

1. Rent is due and payable in advance on the first day of each month. If rent is not paid on or before the tenth day, a delinquent notice will be delivered to the TENANT. The TENANT agrees to pay a late charge of fifty dollars (\$50.00). In addition, a Two Dollar (\$2.00) per day charge will be assessed beyond the fifth (5th) day of non-payment.
2. If rent is not paid within three (3) days after the "Notice of Delinquent Rent" notice has been delivered, eviction will commence.
3. A \$30.00 administrative fee will be charged for checks returned by the bank for insufficient funds. This will be in addition to the late charge.
4. The terms of any rent extension will be spelled out in writing, signed by both parties and a copy retained by each. If the rent is not paid on the date set forth in the extension, the TENANT will be served an eviction notice as soon thereafter as possible.
5. Rent must be paid by check, or money order (or online if available through the City payment portal).
6. TENANT may deliver such payment utilizing the City Utility Drop Box or processed through electronic bill-pay.

Checks payable to:

City of Franklin

% Marcellus Flats

619 15th Avenue, Franklin, NE 68929

7. TENANT will pay Court costs and other fees incurred for the collection of rents or due to eviction.

UTILITIES

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

PET POLICY

1. One pet, defined as a domesticated dog or cat not weighing more than 40 (forty) pounds or one small aquarium with non-dangerous fish, is allowed upon completion of the Pet Agreement & Policies.
2. The nonrefundable Pet fee is required upon approval of the pet..

ANTENNAS

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

GARBAGE

1. TENANT shall deposit all garbage, trash, and rubbish in the receptacles provided by the OWNER.

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

PARKING

1. Off-street parking for up to two vehicles per unit is available for the TENANTS.
2. Do not park on 15th Avenue under any circumstances as that is designated for daily business patron use.
3. Do not obstruct the sanitation service's pick-up area or the utility company trucks that may be working in the area.
4. No car repair is allowed in the parking area.
5. Inoperable or unlicensed vehicles or parts shall not be stored in the parking area.
6. Two-wheel motor vehicles are subject to the same rules as automobiles.
7. RV's, boats, personal recreation vehicles, etc. are not permitted for parking beyond a 24-hour period on the premises and must be stored offsite.

APARTMENT MAINTENANCE

1. TENANT shall keep the premises in a clean and sanitary condition.
2. Apartment doors should be kept closed in consideration of other tenants. An effort should be made at all times to be considerate of other tenants, particularly with regard to loud television sets, music, or conversation, especially after 10:00 P.M. and before 7:00 A.M.
3. TENANT, members of their household, and visitors shall comply with all laws and City Ordinances affecting the use or occupancy of the premises.
4. TENANTS shall not conduct nor permit loud parties or noisy activities in their dwelling, or in any manner create any disturbances, which cause annoyance or discomfort to other tenants or to the community.
5. The OWNER will not be responsible for any lost or stolen articles or personal property, including mail left with any employee.
6. Household or other property must not be stored outside the dwelling unit.
7. When you are absent from your apartment, **all doors should be locked.**
8. Contents of your apartment should be adequately covered by renter's insurance.
9. TENANTS should notify the Property Manager before leaving on an extended trip.
10. TENANTS should notify the OWNER immediately when the Rules and Regulations are being violated.
11. TENANT shall notify the OWNER promptly of the need for any repairs to the premises. Such problems requiring **immediate** notification may include plumbing leaks or malfunctions, and any problems with electrical outlets, switches, light fixtures, or appliances.
12. Preventive and corrective maintenance services will be provided in accordance with state and local codes.
13. TENANTS are responsible for replacing light bulbs in their apartments or appliances after initial occupancy, in the bathrooms and closets. Those light fixtures more than 8 feet high in the common living space and bedrooms will be replaced by OWNER. Contact the OWNER/Property Manager to replace these light bulbs.
14. Plumbing, electrical or gas burning equipment shall not be used for any other purposes than those for which they are intended.
15. Flammables, gasoline, or solvents shall not be kept in the dwelling unit.

16. TENANT shall display no signs, nor any articles of any description be hung from the windows or doors or placed on the exterior windowsills. Nothing shall be thrown from the windows nor swept outside or thrown out the doors of any dwelling unit.
17. TENANTS are not to install additional major appliances unless approved in writing by the OWNER.
18. Children are not to play in designated parking areas.
19. Parents are liable for any damage their children may cause.
20. Children's playthings and personal property may not be stored or left in the parking areas or sidewalks with the exception of up to two bicycles per unit kept in the bicycle rack, if one is provided.
21. TENANT will be responsible for damage caused by nails or pre-drilled wall hangers. Use small nails or picture hangers to hang wall ornaments.
22. Tubs and showers must be cleaned with non-abrasive cleaners to prevent damage to surfaces.
23. Garbage disposals, if provided, should be used with care. Do not put such items as corncobs, potato peels, banana peels, celery, or other fibrous material in the disposal, as they will clog the line. Tenant will be responsible for damage or maintenance as a result of clogs.
24. **NO SMOKING:** Smoking is prohibited within the interior of the Hutchins Building and all apartments. Smoking shall mean carrying a lighted cigar, cigarette, pipe, E-Cigarettes, or any other lighted smoke equipment. Smoking will be permitted in the designated area only and must be a minimum of 25 feet from all entry ways as required for all public housing units. Discarding any smoking materials on property grounds is prohibited.
 - a. Smoking inside the premises may result in a damage cleaning fee for each occurrence and will be grounds for eviction.

CARPET MAINTENANCE

1. Carpeting in the apartments should be vacuumed at least once a week.
2. TENANTS are responsible for any carpet damage.
3. Spot cleaning on spills should be done immediately for best results. Use only products made especially for carpets. Do not use ammonia, bleach, or other strong household cleaners intended for hard surfaces.
4. Carpet will be professionally cleaned upon vacating the unit, with a minimum \$75 deducted from the deposit for normal cleaning. Additional charges will be deducted from the deposit if carpet is damaged beyond normal wear and tear.

APPLIANCE MAINTENANCE

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

1. Regular cleaning of the oven is necessary with manufacturer's instructions followed.
2. Clean the top burners/glass tops of the kitchen range as they become soiled.
3. Exhaust fan screens on the range hoods should be removed regularly and washed in warm, soapy water to remove any grease build-up.
4. Clean the refrigerator as necessary. Do not use sharp instruments when defrosting the freezer; let the ice melt at room temperature.
5. The air conditioner filter will be cleaned and/or changed bi-monthly during the operating season by maintenance personnel who will schedule access with the TENANT.

6. Washing machine door should remain open when not in use to allow to air dry and prevent mold growth. Run a cleaning cycle and wipe down the gasket around the door to ensure proper sealing and prevent odors as necessary.
7. Dryers should be maintained to ensure proper use by clearing the lint screen after every load, periodically vacuuming out the lint screen compartment, and make sure the exterior exhaust vent is not obstructed.

HEATING AND PLUMBING MAINTENANCE

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

KEYS

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

1. Additional keys may not be made by the tenant but may be requested.
2. If a key is lost, the charge of changing out the locks will be assessed to the TENANT.
3. Upon vacating the apartment units, the TENANT shall return to the OWNER all keys provided during the term of the tenancy. A minimum of fifty dollars (\$50.00) will be charged for each key not returned by the TENANT.

ALTERATIONS

1. Without prior written approval of the OWNER, the TENANT **shall not**:
 - (1) Paint, wallpaper, or otherwise redecorate or make alterations, additions, or improvements in or to the property;
 - (2) Install a washing machine, dryer, air-conditioning unit, or any other electrical equipment or appliance;
 - (3) Place fixtures, signs, or fences in or about the premises.
2. The TENANT is not authorized to change door locks or install additional door locks.

ABANDONMENT

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

GUESTS

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

MOVING-OUT

1. TENANTS are expected to return their apartment in a clean and rentable condition. You will be requested to accompany the Owner/Manager on the move-out inspection. This will help avoid misunderstandings on damages being assessed against your deposit.

2. A Move Out Inspection Checklist will be provided upon notice to the OWNER you plan to vacate.

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

Tenant Printed Name	Signature	Date
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Co-Tenant Printed Name	Signature	Date
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MARCELLUS FLATS - TENANT SELECTION POLICY

Applications and copies of this Tenant Selection Policy are available online and at the City of Franklin Office, Franklin, NE 68959. The City, as Owner/Property Manager, will accept completed applications with the time and date stamped as received. All completed applications received will be reviewed by the Owner in the order of submission regardless of delivery method.

Applicant Eligibility

1. Ineligibility of dangerous sex offenders for admission to Public Housing:
U.S. Code: Title 42: Section 13663: Subchapter V states in part as follows:
"Notwithstanding any other provision of law, an owner of federally assisted housing shall prohibit admission to such housing for any household that includes any individual who is subject to a lifetime registration requirement under a State Sex Offender Registration Program."
2. Applicant(s) must meet the following criteria to be determined eligible to live in the project:
 - a. Meet Nebraska Department of Economic Development income-eligibility requirements, according to the definition found in 24 CFR5.609. The Owner must initially verify income, landlord references, personal information, social security number(s), and credit history, as part of the income-eligibility determination. Limits are reviewed annually by the U.S. Department of Housing and Urban Development (HUD).
 - b. Must have legal capacity to enter into a lease agreement.
 - c. Must have a history of compliance with past rental agreements, if applicable.
 - d. Must not be engaged in or convicted of an illegal act including being a current user, manufacturer, or distributor of a controlled substance. Persons presently enrolled in, or who have successfully completed a controlled substance abuse recovery program may be considered for occupancy.
 - e. Must have the ability to maintain a housing unit in a safe, sanitary, and decent condition.
 - f. The applicant's tenancy must not constitute a direct threat to the health and safety of other individuals or their property.
 - g. Must have a good credit history and demonstrate willingness to pay debts. Mitigating factors will be taken into consideration when applicants have had or are presently experiencing a hardship situation that is beyond their control such as when they have had disputes with creditors, including landlords, or when they were having difficulty paying rent and utility expenses that exceeded 30 percent of adjusted monthly income. Applicants not having sufficient credit history and/or verification that rent does not exceed 30% of their household income, may be required to provide a Guarantor with the completion of the Tenant Guarantor form. The Guarantor's income will not contribute to the household's income; Guarantor will be responsible for rent should it become delinquent.
 - h. Must have the financial capacity to meet the household's basic living expenses and pay required rents.
 - i. Must have good landlord/good housekeeping references, if available.
 - j. Must agree to allow reference checks with previous landlords, credit reporting agencies, and other agencies as required to process the application.
 - k. Occupancy standard for units as follows:
 - i. 1-bedroom rental unit: Minimum – 1 person, Maximum 2 persons
 - ii. 2-bedroom rental unit: Minimum – 1 person, Maximum 4 persons

Application Acceptance & Selection

1. All potential applicants who inquire will be given the opportunity to complete and submit an application to become a tenant.
2. **ONLY COMPLETED APPLICATIONS WITH REQUIRED INCOME VERIFICATION DOCUMENTS WILL BE PROCESSED FOR ELIGIBILITY.**

3. All applications will be processed using the same procedures. This policy is applicable to all Nebraska Affordable Housing Trust Fund Program (NAHTF) projects. Admission and occupancy of any housing units which are financed in whole or in part with NAHTF shall be governed by any and all applicable laws pertaining to such funding.
4. Applicant households must meet the criteria identified in "Applicant Eligibility," above, to be determined eligible to live in the project.
5. Applicants not meeting the project's eligibility policies will be informed in writing by email, within 15 days of their application that they were not considered eligible. The correspondence will include the reasons for the denial and advise them of their right to appeal the decision under the "Tenant Grievance and Appeal" procedure.
6. Applicants determined eligible will be informed in writing by email that they have been selected for immediate occupancy or that their name has been placed on the project's waiting list for the size of unit for which they are eligible. The name of each applicant will be placed on the respective waiting list in chronological order by date and time.
7. If the applicant is offered an apartment, a security deposit equal to the first month's rent must be paid within 72 hours and is required to hold the unit or their name **will be removed** from the waiting list, unless extenuating circumstances exist. In addition, first month's rent is payable prior to move-in.
8. Upon notification of an apartment offered, the applicant will have 7 days to complete the online *Nebraska RentWise Tenant Education* course: <https://training.rentwise.org/>. A certificate of completion must be provided to the Owner by email. Failure to complete the course by the deadline will forfeit your reserved housing unit.
9. Except for the above priorities, selections will be made on a first come, first served basis from applicant(s) for the Income Qualified Units. The maximum tenant household income for an income qualified unit is 120% Area Median Income (AMI) as defined by HUD annually for Franklin County, Nebraska. Selections for the Market Rate designated units require the same application process, including income verification.

Tenant Selection Policy Amendments

Any revisions made to the Tenant Selection Policy must have approval from: 1) City of Franklin City Council, 2) South Central Economic Development District, Inc., and 3) Nebraska Department of Economic Development Program Representative.

Conflict of Interest

No member of the governing body, official employee, agent, or member of their immediate family of the City of Franklin who exercises policy, decision-making functions, or responsibilities in connection with the planning and implementation of the housing rental program shall be involved in the decision affecting an application or grievance by an immediate family member. The Nebraska Department of Economic Development (NDED) may grant written exception. This prohibition shall continue for one year after an individual's relationship with the City of Franklin ends. Any other employee, officer, or board member may be eligible, but will be treated no differently in the determination of applications accepted in the program. Enclosed with the tenant's application shall be a statement of disclosure which outlines the nature of the possible conflict and a description of how the public disclosure was made. Included will also be verification that the affected person has withdrawn from the active involvement in any housing grant related issues.

Fair Housing

The City of Franklin attests the Nebraska Affordable Housing Trust Fund program for the Marcellus Flats will comply with the Nebraska Fair Housing Act. Further, the City supports Title VIII of the Civil Rights Act of 1968 which prohibits discrimination in the sale, rental and financing of dwellings based on

race, color, religion, sex, national origin, disability, familial status, or any other legally protected status, and sets forth enforcement of mechanisms with HUD attorneys bringing actions before administrative law judges on behalf of victims of housing discrimination; and allows U.S. Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts. The City furthermore supports the elimination of unlawful discriminatory practices within the City of Franklin.

If you feel you have been a victim of housing discrimination, please contact the City's Fair Housing Representative – Raquel Felzien, City Clerk, phone 308.425.6295, email info@cityoffranklin.net.

Grievance & Appeal Procedure

In accordance with Federal Law and the Nebraska Fair Housing Act, the Owner (City of Franklin) is prohibited from discrimination because of race, creed, religion, color, national origin, sex, disability, familial status, or any other protected status.

An applicant/tenant that has been denied placement or has a grievance, should first try to resolve the issue with the Hutchins Building Property Manager. To file a complaint of discrimination or grievance, write: City Fair Housing Representative, Raquel Felzien, City Clerk, 619 15th Avenue, Franklin, NE 68939, or email info@cityoffranklin.net. Grievances must be in writing and will be considered at the next regularly scheduled City of Franklin Council meeting. The City Council will respond in writing within 7 (seven) days of the Council meeting. The applicant may appeal the decision of the City of Franklin, by submitting an appeal within 14 (fourteen) days of the date of the Board's decision letter. The appeal will be reviewed by a third-party entity, a representative from South Central Economic Development District, Inc., serving as NAHTF grant administrator, or other third-party entity. Their decision will be provided in writing, to the applicant/tenant and the City of Franklin. Any subsequent grievance appeals will be forwarded to the Nebraska Department of Economic Development or designee overseeing NAHTF housing projects, as the final party to address grievance.

I have read and understand the Tenant Selection Policy described above.

Tenant Date

Co-Tenant Date

Owner/Manager Signature Date

Property Owner:

City of Franklin
619 15th Avenue
Franklin, NE 68939
Email: rfelzien@cityoffranklin.net



MARCELLUS FLATS – LEASE AGREEMENT

City of Franklin, Nebraska Affordable Housing Trust Fund Program



Whereas, City of Franklin, the OWNER (lessor) does hereby lease to _____ the TENANT (leasee), a _____ unit in the rental housing project known as **Marcellus Flats, Hutchins Building**, located at **613 15th Avenue, Franklin, NE**, for a term of **one year** and renewing automatically for successive one month periods thereafter, until either party terminates said lease as provided herein. (If the beginning date is other than the first day of the month, "Lease Attachment-Partial Month's Lease Agreement" should be used to prorate rent from move-in to First of Month.)

A. RENTAL RATE & INCOME ELIGIBILITY

This rental unit has been financed in part through the Nebraska Affordable Housing Trust Fund (NAHTF), a Government Agency. Eligibility for TENANTS to reside in this project in the Income Qualified designated units, is based upon TENANT'S income. The OWNER will determine the TENANT'S eligibility based upon NAHTF regulations. Eligibility at the Income Qualified Rate, will be determined upon the execution of this lease agreement and at least annually thereafter. The TENANT agrees to pay the OWNER the following specified monthly rental payment on, or before, the First Day of each month.

Select	Unit Size	Income Qualified Rate		Market Rate	
	One-Bedroom		\$725		\$850
	Two-Bedroom		\$850		\$975

This rate includes utilities and basic WiFi broadband service; the rate does not include telephone or other service which may be contracted by the TENANT separately.

If annual income exceeds the Income Qualified Rate at the next Annual Income Verification, my rental rate will be adjusted to the current Market Rate and reviewed annually.

B. UTILITIES

The OWNER shall provide the following utilities to the rental units which are included in the rental charges: electricity, gas, water, sewer, trash pick up, basic WiFi, lawncare and snow removal.

TENANT is responsible for maintaining other optional utilities provided to the rental unit, to include telephone, cable, or other service; which the TENANT shall pay to the respective provider thereof in a timely manner.

C. DAMAGES & INDEMNIFICATION

A security deposit in the amount equal to one month's rent of \$ _____ is required and acknowledged. These funds may be used by the OWNER at the time the unit is vacated by the TENANT to address any maintenance and/or cleaning required, beyond normal wear and tear. Deposit will be returned to TENANT **less a \$75 carpet cleaning charge** should condition be determined by OWNER as "Normal" cleaning, otherwise a professional cleaning service will be used and cost will be deducted from deposit. Balance of the deposit will be refunded to the TENANT within two weeks after the termination of the tenancy and receipt of the TENANT'S mailing address or delivery instructions. *(The security deposit is not an advance payment of rent and does not relieve the TENANT from obligation to pay rent, including rent for the last month of occupancy.)*

TENANT will maintain liability insurance, as well as renter's insurance on its personal property and contents. TENANT understands that OWNER is not maintaining any insurance on the TENANT's personal property and contents. OWNER shall not be liable for claims arising from damage by water leaking from or stoppage of plumbing equipment, heating or air conditioning

equipment, rain, snow, or from the failure to repair the premises or any part thereof, or any fixture, equipment, apparatus, or appurtenances thereto, and TENANT agrees to indemnify, save harmless and defend owner from any and all such claims.

D. SECURITY DEPOSIT

Contemporaneous with the execution of this Agreement, the TENANT has paid to Owner as security deposit in the amount equal to one month's rent, and first month's rent as specified above. The security deposit shall secure the performance of TENANT's obligations hereunder. OWNER may, but shall not be obligated to, apply a portion of the deposit on account of the TENANT's obligations; provided, however, in no event shall the security be deemed or considered as the advance payment of rent for the last or any month of the term of this Agreement, unless otherwise agreed by OWNER in writing. The security deposit shall be returned to the TENANT upon the following terms and conditions:

1. The TENANT has occupied the dwelling unit for the full term of the Lease Agreement, with extensions;
2. The TENANT has given written notice on or before the rent due date at least one month prior to vacating the dwelling unit and has fulfilled full term of lease agreement;
3. The TENANT has not damaged the dwelling unit and the Owner's personal property and has kept the dwelling unit and the Owner's personal property in as good condition, ordinary wear and tear excepted, as when the TENANT took position of the dwelling unit;
4. The TENANT has returned all keys to the dwelling unit;
5. The TENANT has paid all rent due; and
6. The TENANT has left the dwelling unit and the Owner's personal property in a clean condition;
7. Non-refundable Pet fee of \$400 (four-hundred dollars) has been paid, if applicable.

E. OCCUPANCY STANDARD

In order to achieve maximum utilization of subsidized space without causing overcrowding or providing more space than needed by the number of people in the building, the following standard is established:

Number of Bedrooms	Minimum Persons	Maximum Persons
1	1	2
2	1	4

A larger sized unit may be assigned, if available, to a tenant other than allowed above so that related (other than spouses) and unrelated adults, children of opposite sex, and persons of different generations are not required to share a bedroom.

An apartment unit is considered to be overcrowded when the household size exceeds the number of occupants permitted as determined by the HUD Occupancy Standards or as defined by local ordinance.

F. OCCUPANTS

The following person(s) are members of the TENANT'S household and are approved for occupancy of the apartment unit:

	Name	Age		Name	Age
1.			3.		
2.			4.		

G. PET POLICY & AGREEMENT

If an approved pet, as specified in the *Pet Policy & Agreement* form is living in the unit, the TENANT will provide the initial documentation and required annual documentation to the OWNER. If the status of the approved pet changes or the TENANT chooses to complete the *Pet*

Policy & Agreement form for approval for a pet, this will be accomplished prior to the pet living in the unit, at which time the pet fee is payable to OWNER.

H. ESCALATION CLAUSE

OWNER may raise the rental rates on the apartment unit due to changes in costs incurred by the OWNER in the operation and maintenance of the apartment complex. The OWNER must notify the TENANT of any change in the rental rates at least thirty (30) days prior to the effective date of the change.

I. ASSIGNMENT

TENANT agrees not to assign this Lease Agreement, or sublet any portion of the premises without the prior written consent of OWNER. The TENANT(s) may not sell or give accommodations to roomers, boarders, or lodgers; not to permit the use of the premises for any other purpose than a private dwelling solely for the TENANT and TENANT household.

J. NOTICE TO TENANT

Notice shall be in writing and shall be delivered by:

1. Sending an email to the TENANT or household MEMBER; or
2. Serving a copy of the notice to any adult person answering the door at the dwelling unit; or
3. If no adult responds, by placing the notice under or through the door at the TENANT's address, if possible, or by affixing the notice to the door.

K. NOTICE TO OWNER

Notice shall be in writing and delivered to the OWNER either:

1. By email to inf@cityoffranklin.net; or
2. Hand delivered to the City Office; or
3. At the place designated by the OWNER as the place for receipt of the communication.

L. MODIFICATION OF LEASE

OWNER may modify the term and conditions of the lease, effective at the end of the initial term or a successive term by serving appropriate notice on the TENANT together with the tender of the revised lease or an addendum revising the existing lease. The notice must be received at least thirty (30) days prior to the last date on which the TENANT has the right to terminate (leases are effective first of the month; notice must be given on or before the first of the month before the modification is effective) the tenancy without executing the revised lease.

M. TERMINATION OF LEASE BY TENANT

TENANT may terminate this lease agreement by providing the OWNER with a written notice not less than thirty (30) days prior to the end of the rental period established by the lease (leases are effective the first of the month; notice must be given on, or before, the first of the month of move-out to meet the required timeframe). The lease may also be terminated by the TENANT with thirty (30) days-notice, prior to the end of the calendar month in which the unit is to be vacated for "good cause" as determined by the OWNER. Failure to fulfill the initial terms of the lease, defined as 12-months, will result in rent owed for the remainder of the rental period if and until a the unit is leased, or the lease term ends.

N. TERMINATION OF LEASE BY OWNER

OWNER may terminate this lease agreement if the TENANT no longer meets the eligibility requirements defined by NAHTF regulations or if the TENANT is in material noncompliance with the lease or other good cause. Should the OWNER find it necessary to evict the TENANT, such eviction will be accomplished according to State law. TENANT shall be responsible for costs incurred as a result of the eviction process.

O. CATASTROPHE

In the event the premises are damaged by fire or other casualty as to be untenable, without fault or negligence of the TENANT, the lease shall automatically terminate as of the destruction and a prorated proportion of the prepaid rent shall be refunded to the TENANT.

P. GRIEVANCE PROCEDURE

Any TENANT grievance or appeal from management's decision as found in 7 CFR 3560.160 (d) (e) shall be resolved in accordance with procedures consistent with NAHTF regulations covering such procedures, which are posted in the rental office or posted on the bulletin board.

Q. NON-DISCRIMINATION

OWNER shall not discriminate against the TENANT in the provision of services or in any manner on grounds of race, color, religion, familial status, sex, national origin, age, disability, or any other legally protected status.

R. TENANT AGREEMENTS

1. TENANT understands and agrees that TENANT household will no longer be eligible for occupancy in the Income Qualified units of this project if their income exceeds the maximum allowable adjusted income as defined periodically by NAHTF for **Franklin County, Nebraska**.
2. TENANT understands that the size of apartment to which TENANT household is entitled is based upon household composition and the occupancy standard previously described in this agreement. Should, during the term of this lease agreement, the TENANT'S household no longer meets the requirements of the occupancy standard, the TENANT will be required to vacate the apartment unit at the end of the lease period unless eligibility can be established following specified steps, such as moving to an appropriate size unit or an exception is granted by management.
3. TENANT understands that should TENANT no longer meet the eligibility requirements of the project during the term of the lease agreement, TENANT will be required to vacate the unit unless an exception is authorized by NAHTF. If a Market Rate unit were available, TENANT may be permitted to stay under the Market Rate rent if other eligibility requirements are met.
4. TENANT agrees to immediately notify the OWNER when there is a change in their gross household income, adjustment to income, or when there is a change in the number of persons living in the household. TENANT understands their eligibility may be affected as a result of this information. TENANT also understands that failure to report such changes may result in their losing eligibility and may result in the OWNER taking corrective action to include requirement of TENANT to vacate the premises within thirty (30) days. TENANT understands that the corrective action that the OWNER may take includes the initiation of a demand for repayment of the difference between the Market Rate and Income Qualified Rate.
5. TENANT understands the income certification is a requirement of occupancy and agrees to promptly provide any certificates and income verifications required by the OWNER to permit determination of eligibility.
6. TENANT agrees to pay the monthly TENANT rate specified in this agreement when due. If not paid by the 10th day of the month, the TENANT agrees to pay a late charge of fifty dollars (\$50.00). In addition, a Two Dollar (\$2.00) per day charge will be assessed beyond the fifth (5th) day of non-payment. A service charge of Twenty-five Dollars (\$25.00) will be made on returned payments of any kind.

7. TENANT'S initial 'Application for Occupancy' and subsequent annual recertification, with date designated by OWNER, shall set forth the gross family income and rental payment rate.
8. TENANT agrees that a new recertification may be requested at any time there is a change in projected annual income. If the TENANT no longer qualifies at the Income Qualified Rate **AND** a Market Rate unit is available, the Market Rate will be effective on the first of the month following the execution of the recertification.
9. The use by the TENANT, or household members, of common areas outside, or other facilities on the premises, are at the risk of the person using the same. It is understood that this section is not to be construed to relieve the TENANT of liability for personal injury or damage caused by the TENANT'S unlawful or negligent acts or omissions.
10. TENANT agrees to preserve the premises in safe and to keep the same in good condition and to refrain from intentionally or negligently destroying, defacing, impairing, or removing any part of the premises, common areas, or property appurtenant thereto, and to refuse to allow any other person to do so. TENANT shall notify the OWNER promptly of any known need for repairs of the apartment unit and of any known unsafe conditions, which may lead to injury or damage except for normal wear and tear. TENANT agrees to pay reasonable charges for repair of intentional or negligent damage to the leased premises caused by TENANT, family, dependents, or guests.
11. TENANT acknowledges, by completing and signing an "Inspection Move-In/Move-Out Report" the condition of the unit at the time of occupancy. An "Inspection Move-In/Move-Out Report" will also be provided by the OWNER and signed by the TENANT at the time the unit is vacated. The TENANT is expected to accompany the OWNER on these inspections.
12. TENANT agrees to permit the OWNER to enter the apartment unit at reasonable hours to inspect the premises, make needed repairs or show the apartment to prospective tenants. Except for emergency repairs, the OWNER will provide the TENANT with a 24-hour written notice.
13. TENANT understands and agrees that the use, attempted use, or possession, manufacture, sale, or distribution of an illegal controlled substance (as defined by Local, State, or Federal law) while in or on any part of this apartment complex or cooperative is an illegal act. It is further understood that such action is a material lease violation. Such violations hereafter called "drug violation(s)" may be evidenced upon the admission to or conviction of a drug violation. It is further understood that domestic violence will not be tolerated on City of Franklin properties, and that such action is a material lease violation. All perpetrators will be evicted, while the victim and other household occupants may remain in the unit in accordance with eligibility requirements.
14. The OWNER may require any lessee or other adult member of the TENANT household occupying the unit (or other adult or non-adult person outside the TENANT household who is using the unit) who commits a drug violation or domestic violence to vacate the leased unit permanently, within timeframes set by the OWNER, and not thereafter enter upon the TENANTS premises or the TENANT unit without the OWNER's prior consent as a condition for continued occupancy by members of the TENANT household. The OWNER may deny consent for entry unless the person agrees to not commit a drug violation or domestic violence in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation or domestic violence, or completed a counseling or recovery program.

15. OWNER may require any TENANT to show evidence that any non-adult member of the TENANT household occupying the unit, who committed a drug violation or domestic violence, agrees to not commit a drug violation or domestic violence in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation or domestic violence, completed a counseling or recovery program within time frames specified by the landlord as a condition for continued occupancy in the unit. Should a further drug violation or domestic violence be committed by any non-adult person occupying the unit the OWNER may require the person to be severed from tenancy as a condition for continued occupancy by the TENANT.
16. If a person vacating the unit, as a result of the above policies, is one of the TENANTS, the person shall be severed from the tenancy and the lease shall continue among any other remaining TENANT(S) and the OWNER. The OWNER may also, at OWNER's option, permit another adult member of the household to be a lessee.
17. Should any of the above provisions governing a drug violation or domestic violence be found to violate any law or ordinance, the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of TENANTS afforded by law.
18. TENANT agrees not to assign this lease, nor to sublet or transfer possession of the premises or any portion thereof; nor to sell or give accommodations to roomers, boarders, or lodgers; not to permit the use of the premises for any other purpose than a private dwelling solely for the TENANT and TENANT household.
19. TENANT agrees to advise the OWNER of any planned absences from the apartment unit which will exceed five (5) days. If TENANT does not personally reside in the unit for a period exceeding sixty (60) consecutive days, for reasons other than health or emergency, the OWNER may take the appropriate steps to terminate TENANT'S tenancy.
20. TENANT understands and agrees that should TENANT abandon the apartment unit, the disposition of any remaining personal property will be disposed of as provided by State Law.
21. TENANT agrees that should the project be sold to a buyer approved by the NAHTF, the lease will be transferred to the NEW OWNER.
22. TENANT understands and agrees that should TENANT receive the Income Qualified Rate, to which they are not entitled due to incorrect information provided by TENANT(S) or on TENANT(S) behalf by others, or for any other household member, TENANT(S) may be required to make restitution and TENANT(S) agree to pay any amount of benefit to which they were not entitled.
23. TENANT certifies that the apartment TENANT(S) will occupy under this agreement will be TENANT(S)'s permanent residence and that TENANT(S) do not maintain a separate rental unit in a different location.
24. TENANT agrees to comply with the Occupancy Rules and Regulations which are incorporated herein by reference and made a part of this lease.
25. TENANT shall, at Tenant's own expense, obtain and maintain during the entire term of this Lease a renter's liability insurance policy of not less than \$100,000 per occurrence in an amount sufficient to cover potential loss or damage of personal property and liability.

The Owner shall be listed as an 'Interested Party' for notification purposes. Proof of insurance is required prior to occupancy and upon annual income eligibility renewal. Failure to maintain the required insurance constitutes a breach of this Lease and may result in termination of tenancy.

S. OWNER AGREEMENTS

1. OWNER agrees that any TENANT GRIEVANCE OR APPEAL from management's decision shall be resolved in accordance with procedures consistent with NAHTF regulations covering such procedures, which are posted in the rental office or posted on the bulletin board.
2. OWNER agrees to maintain the buildings and any common areas in a decent, safe, and sanitary condition in accordance with NAHTF regulations and applicable building and housing codes materially affecting health and safety. Failure to maintain the buildings and any common areas in a safe and habitable condition shall constitute a breach of an expressed and implied warranty of habitability. In such an event, TENANT may pursue any action or remedy afforded by law. OWNER'S liability shall be limited under this agreement to damages incurred by TENANT from a material breach of a warranty of habitability.
3. OWNER agrees to furnish the following appliances without additional charge to TENANT: refrigerator, range, oven, dishwasher, heating & air conditioning, and a combination washer/dryer.

OWNER shall not be held liable for damages in case of failure to furnish any of the above-listed items during any portion of the term of this lease if prevented from doing so by circumstances beyond the OWNER'S control.

4. OWNER agrees to provide and maintain appropriate receptacles and conveniences for the removal of garbage, ashes, and other wastes incidental to the occupancy of the premises and arrange for their removal.
5. OWNER reserves the right to use separate legal process to collect monetary claims for damages if the security deposit is not adequate for damages.
6. OWNER agrees to accept tenant monthly rental rate without regard to any other charges owed by the TENANT to the OWNER and to seek legal remedy for the collection of any other charges which may accrue to the OWNER from the TENANT(S).
7. In accordance with 7 CFR §3560.2, the OWNER agrees not to discriminate against the TENANT in the provision of services or in any other manner with regard to race, color, religion, familial status, sex, national origin, age, disability, or other legally protected status.
8. The OWNER agrees that should the project be sold to a buyer approved by the NAHTF, the lease will be transferred to the NEW OWNER.

T. CONTENTS OF THIS AGREEMENT

TENANT(S) certify that TENANT(S) received a copy of this agreement and understands that these documents are incorporated herein and made a part of this lease. TENANT(S) acknowledges the receipt of these copies by initialing beside each document provided. The copies received should be maintained by the TENANT(S) in a safe place for future reference.

Date copies completed by TENANT/CO-TENANT:

1. NAHTF Applicant Income Verification Form, <i>Signed</i>	
2. Lease Agreement –Month Down Payment, <i>Signed</i>	
3. Inspection Report – Move-In/Move-Out	
4. Marcellus Flats Rules and Regulations, <i>Signed</i>	
5. Pet Agreement with Deposit (if applicable), <i>Signed</i>	
6. Tenant Selection & Grievance Policy, <i>Signed</i>	
7. Proof of Tenant – Renter’s Insurance Policy	

This LEASE evidences the entire agreement between the parties herein and no modification thereof shall be made except in writing.

BY _____ TENANT _____ DATE

BY _____ CO-TENANT _____ DATE

AND BY _____ OWNER _____ DATE

An approved representative of the City of Franklin.

This project financed by Nebraska Affordable Housing Trust Fund is subject to the nondiscrimination provisions of Title VI of the Civil Rights ACT of 1964, Title VIII of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American’s with Disabilities Act.



CITY OF FRANKLIN

Marcellus Flats PET AGREEMENT & POLICIES



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. 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 **\$185.00 (one-hundred eighty-five 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 kept 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, no longer than:
 - 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 by written notice to remedy within 7 days. The next notice of the problem shall result in the Tenant being required to remove the Pet from the 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 cleaned monthly and water changed to maintain an odor free environment.
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 when not under the direct control of the Tenant.
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 the 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.
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.

Tenant Signature: _____ **Date:** _____

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

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



RESOLUTION NO. 2026-06

WHEREAS, local municipal government, county government, and regional economic development entities must provide leadership and coordination for community development efforts; and

WHEREAS, community development needs can best be solved through a cooperative effort between local, county, regional and state economic development organizations and entities; and

WHEREAS, there is a need to recognize and promote our community's organizational readiness, infrastructure investment, and ability to respond to business needs; and

WHEREAS, the Nebraska Department of Economic Development's Leadership Certified Community Program has been reviewed and found to be a resource promoting our community's economic development preparedness; and

WHEREAS, the community desires to maintain its Leadership Designation by applying for recertification prior to the end of the current designation period;
THEREFORE, BE IT RESOLVED by the City Council of Franklin that the community herewith pledges its full support, endorsement, and cooperation for recertification in the Nebraska Department of Economic Development's Leadership Certified Community Program.

BE IT FURTHER RESOLVED that CITY OF FRANKLIN is hereby identified and designated as the lead local contact person for the recertification application passed and approved this day **11, August, 2026**.

Margaret Siel, Mayor

ATTEST:

Raquel Felzien, City Clerk

Approved this ____ day of _____, 20__

Signed _____

Title _____

Entity Represented _____