



## **CITY COUNCIL AGENDA**

Tuesday, January 17, 2017, at 7:00 p.m.  
Springfield City Hall  
170 North 3<sup>rd</sup> Street

### **CALL TO ORDER**

- Public announcement that a copy of the Nebraska Open Meetings Law is posted in the entry to the meeting room
- Roll call
- Pledge of Allegiance

### **CONSENT AGENDA**

*All consent agenda items are approved in one motion unless removed by a Council Member. Removed items will be placed under the Regular Agenda for consideration and action by the Council.*

1. Approve Minutes of the January 3, 2017 Council Meeting
2. Approve Treasurer's Report

### **REGULAR AGENDA**

1. Conduct a Public Hearing for the One and Six Year Road Plan; approve **Resolution 2017-1** accepting and adopting the One and Six Year Road Plan
2. Consider approval of **Ordinance No. 940** AN ORDINANCE GRANTING A CABLE SYSTEM FRANCHISE TO CHARTER COMMUNICATIONS VI, LLC; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM
3. Consider approval of **Ordinance No. 941** AN ORDINANCE OF THE CITY OF SPRINGFIELD, NEBRASKA, AMENDING SPRINGFIELD MUNICIPAL CODE CHAPTER 4 HEALTH AND SANITATION, ARTICLE 3 NUISANCES, SECTION 4-301 NUISANCES; SPECIFICALLY DEFINED; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE

## DEPARTMENT REPORTS

1. Sewer Department – Roy Swenson
2. Library & Community Building – Michael Herzog
3. Street Department – Chad Nolte
4. Water & Parks Department – Dan Craney
5. Mayor’s Report – Bob Roseland
6. City Staff Reports

*The Mayor and City Council reserve the right to adjourn into executive session per Section 84-1410 of the Nebraska Revised Statutes.*

## ADJOURNMENT

### MINUTES

A regular meeting of the Mayor and Council of the City of Springfield, Nebraska was held at 7:00 o’clock p.m. at City Hall on January 17, 2017. Present were Mayor Bob Roseland; Council Members: Roy Swenson, Michael Herzog, Dan Craney. Absent: Chad Nolte. Notice of this meeting was given in advance by posting in three public places, one of the designated methods of giving notice. Notice of this meeting was given in advance to the Mayor and all Council Members and a copy of their receipt of notice is attached to these Minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the public. The Mayor publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

### Consent Agenda

Motion by Swenson, seconded by Herzog, to approve the Consent Agenda. AYES: Swenson, Herzog, Craney. NAYS: None. Motion carried.

The City Clerk reported a balance on hand of \$1,225,738.84 in cash assets; Prestige Treasury-\$204,586.12; Prestige Bond-\$685,463.03; Keno Community Betterment-\$182,738.76; Keno Progressive Jackpot-\$50,012.60; Water Deposit Savings-\$4,191.24; Refundable Deposit Savings-\$1,223.69; Water Tower Savings-\$140,144.66; Sewer Restricted-\$129,068.86; Water Capital Facilities Fees-\$32,330.73; Sewer Capital Facilities Fees-\$75,438.38; City Sales Tax-\$152,512.50; Money Mark Library Bricks-\$2,867.91; Government Securities-\$104,962.41; Library Savings-\$53,487.34; Time Certificates as follows: Bond-\$77,100.08; Tower-\$57,709.97; Water-\$126,546.07; Library Bricks-\$21,394.35; Cash Receipts-\$118,057.50; Cash Disbursements-\$81,279.30.

### Regular Agenda

Agenda Item 1. A Public Hearing of the Springfield City Council was opened at 7:01 p.m. regarding the One and Six Year Road Plans. Council reviewed the plan prepared by Dennis Graham, City Engineer with Olsson Associates. Mayor Roseland asked for comments from the floor. No comments were

provided and no changes were requested. Motion by Swenson, seconded by Craney, to close the Public Hearing. AYES: Swenson, Herzog, Craney. NAYS: None. Public Hearing closed at 7:03 p.m.

Council Member Swenson introduced Resolution 2017-1 and moved its adoption. Council Member Herzog seconded the foregoing motion and on roll call on the passage and adoption of said resolution, the following voted YEA: Swenson, Herzog, Craney. The following voted NAY: None. Whereupon the Mayor declared said motion carried and said resolution passed and adopted. A true, correct and complete copy of said resolution is as follows:

**RESOLUTION  
2017-1**

BE IT RESOLVED by the Mayor and City Council of the City of Springfield, Nebraska as follows:

WHEREAS, the City Street Superintendent has prepared and presented a One Year and Six Year Plan for the Street Improvement Program for the City of Springfield, Nebraska; and

WHEREAS, a public meeting was held on the 17<sup>th</sup> day of January, 2017, in accordance with the requirements of the Board of Public Roads Classification and Standards, to present this plan and there was discussion held with respect to said plan;

THEREFORE, BE IT RESOLVED BY THE Mayor and City Council of Springfield, Nebraska, that the One and Six Year Plan for streets as presented at said public hearing has been accepted and approved.

Introduced and Passed this 17<sup>th</sup> day of January, 2017.

Ayes   3  

Nays   0  

Abstain   0  

Absent   1  

Approved:

\_\_\_\_\_   
Mayor

SEAL

Attest:

\_\_\_\_\_  
City Clerk

Agenda Item 2. Council Member Swenson introduced Ordinance No. 940 entitled:

AN ORDINANCE GRANTING A CABLE SYSTEM FRANCHISE TO CHARTER COMMUNICATIONS VI, LLC; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM

and moved that the statutory rule requiring reading on three different days be suspended. Council Member Herzog seconded the motion to suspend the rules and upon roll call vote on the motion the following Council Members voted AYE: Swenson, Herzog, Craney. The following voted NAY: None. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said ordinance. Said ordinance was then read by title and thereafter Council Member Craney moved for final passage of the ordinance, which motion was seconded by Council Member Swenson. The Mayor then stated the question "Shall Ordinance No. 940 be passed and adopted?" Upon roll call vote, the following Council Members voted AYE: Swenson, Herzog, Craney. The following voted NAY: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto and ordered the ordinance to be published or posted as required by law and as provided therein. A true, correct and complete copy of said ordinance is as follows:

## **ORDINANCE 940**

### **FRANCHISE AGREEMENT**

AN ORDINANCE GRANTING A CABLE SYSTEM FRANCHISE TO CHARTER COMMUNICATIONS VI, LLC; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM.

The City Council of Springfield, Nebraska ordains.

**This Franchise Agreement** ("Franchise") is between the City of Springfield, Nebraska, hereinafter referred to as the "Grantor" and Charter Communications VI, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

#### **1. Definitions:**

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. "Gross Revenues" means all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular,

recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, franchise fee, or sales or utility taxes; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable State law.

- e. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- f. "Service Area" shall mean the geographic boundaries of the Grantor.
- g. "State" means the State of Nebraska
- h. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
- i. "Subscriber" means any Person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law. The Grantor specifically reserves the right to grant, at any time, additional non-exclusive franchises in accordance with State and federal law.

3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 17. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 14, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then precede under the federal Cable Act renewal procedures.

4. **Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

5. **Use of the Streets and Dedicated Easements.**

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.

- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control. Such repair or replacement shall be completed to Grantor's satisfaction, provided such conditions and regulations are uniformly and consistently applied by the Grantor or other public utility companies and other existing operators in the Service Area.

**6. Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor.
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as they may, from time to time, be amended, regardless of the transmission technology utilized.

**7. Service.**

- a. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.
- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that

will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 11 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

- c. Subject to applicable law, Grantee shall provide one (1) outlet of Basic Service to City Hall and public schools within 150 feet of existing cable plant and which are not already being served by another cable service provider. Additional outlets will be installed at normal Commercial installation rates.

**8. Insurance/Indemnity.**

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- b. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- c. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage.
- d. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

**9. Revocation.**

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial

noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to State its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- b. At the hearing, the Grantor shall give the Grantee an opportunity to State its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor de novo.
- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

**10. Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

**11. Confidentiality.** If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential to any Person.

**12. Notices.**

- a. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Springfield



P.O. Box 189, 170 N 3<sup>rd</sup> Street  
Springfield, NE 68059  
ATTN: City Administrator

E-mail: kathleen@springfieldne.org

Grantee: Charter Communications  
6550 Winchester Avenue  
Kansas City, MO 64133  
ATTN: Director, Government Affairs

E-Mail: jarad.falk@charter.com

Copy to: Charter Communications  
Attn: Legal Department  
12405 Powerscourt Drive  
St. Louis, MO 63131

13. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14. **Franchise Fee.**

- a. Grantee shall pay to the Grantor annually an amount equal to three percent (3%) of the Gross Revenues for such calendar year, transmitted by electronic funds transfer to a bank account designated by Grantor.
- b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than ninety (90) days after the end of each calendar year the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

15. **Rights of Individuals Protected.** Discriminatory practices are prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against subscribers or general citizens on the basis of race, color, religion, national origin, sex or age.

16. **Miscellaneous.**

- a. Compliance with Laws.

- i. Any renewal of this Franchise shall be done in accordance with applicable federal, State and local laws and regulations.
- ii. If any federal or State law or regulation shall require or permit Grantor or Grantee to perform any service or act or shall prohibit Grantor or Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then the affected party shall use best effort to notify the other of the point of conflict believed to exist between such law or regulation.

If the Grantor believes the Grantee has misinterpreted any federal or State law or regulation which permits the Grantee to forego any terms of this Franchise, the Grantor shall notify the Grantee in writing of the alleged point of conflict believed to exist between such law or regulation, and set forth the basis for the Grantor's position. Upon such notice, the Grantee shall respond to the Grantor within 30 days and shall provide the basis for Grantee's legal interpretation and position concerning the federal or State law or regulation at issue.

- iii. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with.
- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- d. Non-Enforcement by City. Grantee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure or delay of the Grantor to enforce prompt compliance.

17. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on \_\_\_\_\_, \_\_\_\_ unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

18. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this 17<sup>th</sup> day of January, 2017

City of Springfield, Nebraska

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

PASSED AND APPROVED THIS 17<sup>TH</sup> DAY OF  
JANUARY, 2017.

(SEAL)

Attest:

\_\_\_\_\_  
City Clerk

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2017, subject to applicable federal, State and local  
law.

Charter Communications VI, LLC  
By Charter Communications, Inc., Its Manager

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agenda Item 3. Council Member Swenson introduced Ordinance No. 941 entitled:

AN ORDINANCE OF THE CITY OF SPRINGFIELD, NEBRASKA, AMENDING SPRINGFIELD MUNICIPAL CODE CHAPTER 4 HEALTH AND SANITATION, ARTICLE 3 NUISANCES, SECTION 4-301 NUISANCES; SPECIFICALLY DEFINED; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE

and moved that the statutory rule requiring reading on three different days be suspended. Council Member Craney seconded the motion to suspend the rules and upon roll call vote on the motion the following Council Members voted AYE: Swenson, Herzog, Craney. The following voted NAY: None. The motion to suspend the rules was adopted by three-fourths of the Council and the statutory rule was declared suspended for consideration of said ordinance. Said ordinance was then read by title and thereafter Council Member Swenson moved for final passage of the ordinance, which motion was seconded by Council Member Craney. The Mayor then stated the question "Shall Ordinance No. 941 be passed and adopted?" Upon roll call vote, the following Council Members voted AYE: Swenson, Herzog, Craney. The following voted NAY: None. The passage and adoption of said ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor in the presence of the Council signed and approved the ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto and ordered the ordinance to be published or posted as required by law and as provided therein. A true, correct and complete copy of said ordinance is as follows:

## ORDINANCE NO. 941

AN ORDINANCE OF THE CITY OF SPRINGFIELD, NEBRASKA, AMENDING SPRINGFIELD MUNICIPAL CODE CHAPTER 4 HEALTH AND SANITATION, ARTICLE 3 NUISANCES, SECTION 4-301 NUISANCES; SPECIFICALLY DEFINED; TO HARMONIZE WITH STATE LAW; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. Chapter 4, Article 3, Section 4-301 of the Municipal Code of Springfield, Nebraska is amended to read as follows:

### **§4-301 Nuisances; Specifically Defined.**

The maintaining, using, placing, depositing, leaving, or permitting of any of the following specific acts, omissions, places, conditions, and things are hereby declared to be nuisances:

- (1) Any odorous, putrid, unsound or unwholesome grain, meat, hides, skins, feathers, vegetable matter, or the whole or any part of any dead animal, fish, or fowl;
- (2) Privies, vaults, cesspools, dumps, pits or like places which are not securely protected from flies or rats, or which are foul or malodorous;
- (3) Filthy, littered or trash-covered cellars, houseyards, barnyards, stable-yards, factory-yards, mill yards, vacant areas in rear of stores, granaries, vacant lots, houses, buildings, or premises;
- (4) Animal manure in any quantity which is not securely protected from flies and the elements, or which is kept or handled in violation of any ordinance of the Municipality;
- (5) Liquid household waste, human excreta, garbage, butcher's trimmings and offal, parts of fish or any waste vegetable or animal matter in any quantity; provided, nothing herein contained shall prevent the temporary retention of waste in receptacles in a manner provided by the health officer of the Municipality, nor the dumping of non-putrefying waste in a place and manner approved by the health officer;
- (6) Tin cans, bottles, glass, cans, ashes, small pieces of scrap iron, wire metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster, and all trash or abandoned material, unless the same be kept in covered bins or galvanized iron receptacles;
- (7) Trash, litter, rags, accumulations of barrels, boxes, crates, packing crates, mattresses, bedding, excelsior, packing hay, straw or other packing material, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, old automobiles or parts thereof, or any other waste materials when any of said articles or materials create a condition in which flies or rats may breed or multiply, or which may be a fire danger or which are so unsightly as to depreciate property values in the vicinity thereof;
- (8) Any unsightly building, billboard, or other structure, or any old, abandoned or partially destroyed building or structure or any building or structure commenced and left unfinished, which said buildings, billboards or other structures are either a fire hazard, a menace to the public health or safety, or are so unsightly as to depreciate the value of property in the vicinity thereof;
- (9) All places used or maintained as junk yards, or dumping grounds, or for the wrecking and disassembling of automobiles, trucks, tractors, or machinery of any kind, or for the storing or leaving of worn-out, wrecked or abandoned automobiles, trucks, tractors, or machinery of any kind, or of any of the parts thereof, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which said places are kept or maintained so as to essentially interfere with the comfortable enjoyment of life or property by others, or which are so unsightly as to tend to depreciate property values in the vicinity thereof;
- (10) Stagnant water permitted or maintained on any lot or piece of ground;

(11) Stockyards, granaries, mills, pig pens, cattle pens, chicken pens or any other place, building or enclosure, in which animals or fowls of any kind are confined or on which are stored tankage or any other animal or vegetable matter, or on which any animal or vegetable matter including grain is being processed, when said places in which said animals are confined, or said premises on which said vegetable or animal matter is located, are maintained and kept in such a manner that foul and noxious odors are permitted to emanate therefrom, to the annoyance of inhabitants of the Municipality, or are maintained and kept in such a manner as to be injurious to the public health;

(12) All trees on private property that are in a diseased, dying, or dead condition or that may serve as a breeding place for the European Elm Bark Beetle, Scolytus Multistriatus, or other disease carrying insects.

(13) Sinkholes that constitute a hazard, physical or otherwise, and/or creates an unsafe condition. Sinkholes are defined as a circular, elliptical, or irregular-shaped depression in the ground surface, usually formed by surface collapse into a subsurface void that (1) exceeds 24 inches in diameter in any one direction, or (2) exceeds 48 inches in depth at any location, or (3) any bank of the hole exceeds 45 degrees in slope from the horizontal surface edge of the hole. Remediation shall include filling the sinkhole with clean fill dirt level with the ground at the sinkhole's edge and seeding and strawing the fill area to prevent erosion.

(14) All other things specifically designated as nuisances elsewhere in this Code.  
(Ref. 18-1720 RS Neb.) (Amended by Ord. No. 882, 5/5/15; Ord. No. 941, 1/17/17)

Passed and approved this 17<sup>th</sup> day of January, 2017.

\_\_\_\_\_  
Mayor

(SEAL)

\_\_\_\_\_  
City Clerk

### **Department Reports**

Agenda Item 1. No Department Report from Swenson.

Agenda Item 2. Herzog reported that the library is accepting donations.

Agenda Item 3. No Department Report from Nolte. Mayor Roseland noted that the street department did a nice job keeping the streets clear after the ice storm.

Agenda Item 4. No Department Report from Craney.

Agenda Item 5. Mayor Roseland reported that the Sarpy County Economic Development Corporation was reaching out to Sarpy County cities regarding future development sites.

Agenda Item 6. No additional city staff reports.

### **Adjournment**

Motion by Swenson, seconded by Craney, to adjourn. AYES: Swenson, Herzog, Craney. NAYS: None. Meeting adjourned at 7:13 p.m. Motion carried.

I, the undersigned, City Clerk for the City of Springfield, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on January 17, 2017; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

Kathleen Gottsch  
City Clerk