

AGENDA
CITY COUNCIL, YORK, NEBRASKA
Thursday, October 21, 2021
7:00 PM



THE OPEN MEETINGS ACT IS POSTED ON
THE EAST WALL OF THE COUNCIL
CHAMBERS

1. The Open Meetings Act is posted on the East Wall of the Council Chambers
2. Pledge of Allegiance
3. Roll Call
4. Minutes of October 7, 2021 meeting
5. Cash Balances for September, 2021
6. Departmental Activities Report for September
7. Claims of Elected Officials
 - 7.1. Claim of Tony North for North Printing & Office Supply in the amount of \$874.47
 - 7.2. Claim of Jeff Pieper for Pieper's Inc. in the amount of \$10.85
8. Claims for the Period October 8, 2021 through October 21, 2021
9. City Administrator Report
10. Appointment of Fire Chief
11. City Clerk will administer the Oath of Office to the New Fire Chief
12. Public Hearing on an application filed by Renee I Rooney Jantz for a Class CK Liquor License for Chances R, Inc. and naming Renee Rooney Jantz as Manager of said License
13. Special Designated Permit application filed by Jayden Properties LLC to host a wine tasting event at Kirtsey's - 120 East 5th on November 7 from 1:00 pm. to 6:00 p.m.

14. Approve purchase of a 2022 Ford Police Utility Vehicle AWD - Total Price per State Contract # 15418 is \$35,589
15. Resolution No. 2021-30 - Field Marking Charges
16. Consider approval of proposal from Midwest Floor Covering, Inc. for floor covering at the York Community Center in the amount of \$58,188.00
17. Consider approval of a bid from Vortex for a splash pad in Harrison Park in the amount of \$46,296
18. Amend Chapter 35 Taxation - Ordinance No. 2300
 - 18.1. Suspend rules on Ordinance 2300
 - 18.2. Passage of Ordinance 2300
19. Amend Chapter 13 Electricity to enact additional sections to create requirements for installation of electrical equipment by owner and to require that any person who installs electrical equipment to be licensed and amend fees - Ordinance 2301
 - 19.1. Suspend the rules on Ordinance 2301
 - 19.2. Passage of Ordinance 2301
20. Amend Section 36-256 to add additional streets to the designated snow route and prohibit parking on said streets - Ordinance 2302
 - 20.1. Suspend the rules on Ordinance 2302
 - 20.2. Passage of Ordinance No. 2302
21. Adjournment

**REGULAR MEETING
CITY COUNCIL, YORK, NEBRASKA
OCTOBER 7, 2021
7:00 o'clock P.M.**

A meeting of the Mayor and City Council of the City of York, Nebraska, was convened in open and public session at 7:00 o'clock p.m. at the Council Chambers

The Mayor announced that the Open Meetings Act is posted on the east wall of the Council Chambers.

ROLL CALL

Present were: Mayor Redfern. Councilmembers: North, Hubbard, Pieper, Lones, VanEsch, Sheppard and Wagner. Absent: Wilkinson. b

Notice of this meeting was given in advance thereof by publication in the York News Times on October 2, 2021, the City's designated method for giving notice, a copy of the proof of publication being attached to these Minutes. Notice of this meeting was given to the Mayor and all members of the City Council and a copy of their acknowledgment and receipt of notice and the agenda is attached to these Minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

MINUTES

Councilmember Hubbard moved and Councilmember North seconded that the Minutes of the September 16, 2021 meeting be approved.

Roll Call Vote: Ayes: North, Hubbard, Pieper, Lones, VanEsch, Sheppard and Wagner. Nays: None. Absent & Not Voting: Wilkinson. Motion Carried.

CLAIMS OF ELECTED OFFICIAL

Councilmember Lones moved and Councilmember North seconded that the Claim of Jeff Pieper for Pieper's, Inc. in the amount of \$1,731.52 be approved and paid.

Roll Call Vote: Ayes: North, Hubbard Lones, VanEsch, Sheppard and Wagner. Nays: None. Absent & Not Voting: Wilkinson. Councilmember Pieper declared a conflict of interest inasmuch as he is the Vice President of Pieper's, Inc. and abstained from voting; Motion Carried.

Councilmember Lones moved and Councilmember Sheppard seconded that the claim of Jeff Pieper in the amount of \$2,250.00 for the transplant of 50 trees be approved and paid.

Roll Call Vote: Ayes: North, Hubbard, Lones, VanEsch, Sheppard and Wagner. Nays: None. Absent & Not Voting: Wilkinson. Councilmember Pieper declared a conflict of interest and abstained from voting. Motion Carried.

Councilmember Lones moved and Councilmember VanEsch seconded that the claim of Tony North for North Printing and Office Supply Co. in the amount of \$1,663.35 be approved and paid.

Roll Call Vote: Ayes: , Hubbard, Pieper, Lones, VanEsch, Sheppard and Wagner. Nays: None. Absent & Not Voting: Wilkinson. Councilmember North declared a conflict of interest inasmuch as he is owner of North Printing & Office Supply and abstained from voting. Motion Carried..

Councilmember Lones moved and Councilmember North seconded that the claim of Matt Wagner for conference expenses in the amount of \$246.64 be approved and paid.

Roll Call Vote: Ayes: North, Hubbard, Pieper, Lones, VanEsch, and Sheppard . Nays: None. Absent & Not Voting: Wilkinson. Councilmember Wagner declared a conflict of interest and abstained from voting. Motion Carried.

CLAIMS

Councilmember Lones moved and Councilmember North seconded that the claims for the period September 17, 2021 through October 7, 2021 be approved and paid.

Roll Call Vote: Ayes: North, Hubbard, Pieper, Lones, VanEsch, Sheppard and Wagner. Nays: None. Absent & Not Voting: Wilkinson. Motion Carried.

CITY ADMINISTRATOR REPORT

The City Administrator advised that her priority was fill vacancies – a front desk person has been hired and interviews for Fire Chief has been scheduled. The Asset Manager has been reviewing building codes and making recommendations for updates.

UPDATE OF WELL FIELD GROUND MANAGEMENT BY UPPER BIG BLUE NRD

Dave Eigenberg, General Manager, addressed the Council. Dan Leininger and Scott Gonnerman reported on their program on the city's well field. They addressed crop rotations and the principals of soil health. They have had 150 head of cattle on the property.

DECLARE 'CLEAN UP' DAY IN YORK

Councilmember Pieper moved and Councilmember Hubbard seconded that the following Resolution be adopted:

RESOLUTION 2021-29

WHEREAS the City of York encourages residents to maintain clean properties; and

WHEREAS the City of York has collaborated with York Realtors on City Clean Up Days in past years;
and

WHEREAS many city residents have participated in past City Clean Up Days;

THEREFORE, the City of York declares that October 23rd, 2021 will be York Clean Up Day and that residents can bring allowed items to the Landfill free of charge from 9:00 AM to 2:00 PM on that day.

Roll Call Vote: : Ayes: North, Hubbard, Pieper, Lones, VanEsch, Sheppard and Wagner. Nays: None. Absent & Not Voting: Wilkinson. Motion Carried.

APPROVE PURCHASE OF 2021 HALF TON CREW CAB FOR FIRE DEPARTMENT

Acting Chief Bestwick advised that he had used the State of Nebraska Contract Award 15420 OC to purchase a 2021 Half Ton Crew Cab 4 x 4 – 4 door F150 Ford through Anderson Ford for the York Fire Department. He advised that the funds have been budgeted.

Councilmember Hubbard moved and Councilmember Lones seconded to approve said purchase.

Roll Call Vote: Ayes: North, Hubbard, Pieper, Lones, VanEsch, Sheppard and Wagner. Nays: None. Absent & Not Voting: Wilkinson. Motion Carried.

APPROVE MAYOR'S APPOINTMENTS

The Mayor announced his appointment of Stephen Postier to the Community Redevelopment Authority Advisory Group.

Councilmember VanEsch moved and Councilmember North seconded that the appointment be approved.

Roll Call Vote: Ayes: North, Hubbard, Pieper, Lones, VanEsch, Sheppard and Wagner. Nays: None. Absent & Not Voting: Wilkinson. Motion Carried.

The Mayor announced his appointment of Brien Alley as a School Board member of the Parks and Recreation Advisory Committee.

Councilmember Lones moved and Councilmember Sheppard seconded that the appointment be approved.

Roll Call Vote: : Ayes: North, Hubbard, Pieper, Lones, VanEsch, Sheppard and Wagner. Nays: None. Absent & Not Voting: Wilkinson. Motion Carried.

ADJOURNMENT

There being no further business to come before the Council, the Mayor adjourned the meeting, the time being 7:45 o'clock p.m.

C. Jean Thiele, City Clerk

Barry Redfern, Mayor

**CITY OF YORK
CASH BALANCES
for the Month of September 2021 - Preliminary through 10/7/21 claims & prior to audit**

Fund #	Fund	10/1/2020 Balance	Current Month Receipts	YTD Receipts	Current Month Disbursements	YTD Disbursements	Ending Balance
10-101	General	\$3,115,749.28	\$1,297,154.59	\$8,570,187.92	\$667,715.11	\$7,640,917.84	\$4,045,019.36
	American Rescue Plan Act	\$0.00	\$0.00	\$694,322.93	\$0.00	\$0.00	\$694,322.93
10-102	Auditorium	\$0.00	\$12,792.83	\$128,631.87	\$3,836.83	\$106,533.05	\$22,098.82
10-103	Park	\$0.00	\$44,580.50	\$549,028.63	\$43,479.35	\$418,916.19	\$130,112.44
10-104	Police	\$0.00	\$185,297.41	\$2,224,378.62	\$147,918.66	\$1,917,726.93	\$306,651.69
10-105	Community Center	\$0.00	\$31,577.00	\$416,864.60	\$27,687.71	\$343,769.17	\$73,095.43
10-106	Aquatic Center	\$0.00	\$17,821.08	\$313,377.18	\$12,763.20	\$290,008.62	\$23,368.56
10-110	Senior Center	\$0.00	\$1,392.75	\$16,713.00	\$1,778.74	\$15,696.00	\$1,017.00
10-201	Convention Center	\$0.00	\$40,238.36	\$433,610.97	\$36,214.05	\$412,924.81	\$20,686.16
10-111	Ball Field	\$0.00	\$25,181.72	\$408,770.04	\$31,397.27	\$379,519.04	\$29,251.00
13	User Fees	\$13,000.00	\$0.00	\$3,710.00	\$0.00	\$0.00	\$16,710.00
22	Ambulance	\$0.00	\$140,433.27	\$1,641,186.09	\$99,969.13	\$1,451,370.19	\$189,815.90
22	Fire	\$0.00	\$32,915.08	\$469,578.92	\$29,859.43	\$409,627.30	\$59,951.62
24	Library	\$0.00	\$34,587.80	\$434,649.47	\$43,000.07	\$414,983.32	\$19,666.15
14-144	General Capital-Auditorium	(\$522,690.00)	\$281,000.00	\$3,524,454.47	\$13,743.96	\$2,935,297.21	\$66,467.26
14-145	General Capital-Comm Ctr	(\$7,147.54)	\$0.00	\$2,174,776.33	\$222,613.54	\$1,434,544.90	\$733,083.89
	General Balances	\$2,598,911.74	\$2,144,972.39	\$22,004,241.04	\$1,381,977.05	\$18,171,834.57	\$6,431,318.21
11	Keno	\$44,147.54	\$725.92	\$6,053.92	\$5,800.00	\$6,667.79	\$43,533.67
20	Aviation	\$607,252.10	\$71,414.32	\$296,317.88	\$71,820.40	\$392,660.55	\$510,909.43
20	Aviation - Federal Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	Fire Pension	\$326,983.87	\$62.56	\$1,200.23	\$16,715.47	\$159,611.03	\$168,573.07
30	Police Pension	\$223,492.71	\$58.08	\$907.35	\$6,887.68	\$64,319.80	\$160,080.26
32	911 Surcharge	\$52,726.27	\$21.84	\$8,310.19	\$0.00	\$0.00	\$61,036.46
33	Health Insurance	\$1,266,042.99	\$112,453.92	\$1,212,913.26	\$92,777.22	\$1,016,758.84	\$1,462,197.41
	Total Tax Funds	\$5,119,557.22	\$2,329,709.03	\$23,529,943.87	\$1,575,977.82	\$19,811,852.58	\$8,837,648.51
50	Street	\$893,206.19	\$247,857.63	\$3,092,273.69	\$338,223.98	\$2,305,419.04	\$1,680,060.84
70	Landfill-Cash & Invest	\$1,651,058.06	\$158,712.55	\$1,570,530.80	\$101,459.18	\$1,021,130.03	\$2,200,458.83
	Landfill-Operations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Landfill-Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
78	Old Landfill Closure	\$11,767.65	\$7.59	\$74.64	\$0.00	\$0.00	\$11,842.29
79	Landfill Post Closure	\$2,363,417.14	\$1,546.22	\$92,357.49	\$0.00	\$0.00	\$2,455,774.63
	C&D Site Closure/Post Closu	\$163,608.54	\$109.01	\$17,677.77	\$0.00	\$0.00	\$181,286.31
75	Landfill Construction	(\$55,779.17)	\$0.00	\$0.00	\$21,886.37	\$54,800.11	(\$110,579.28)
	Total Non-Tax Funds	\$ 5,027,278.41	\$ 408,233.00	\$ 4,772,914.39	\$ 461,569.53	\$ 3,381,349.18	\$ 6,418,843.62
12	CDBG Revolving Loan	\$28,487.87	\$4,178.31	\$50,171.88	\$0.00	\$0.00	\$78,659.75
12	Housing Grant - Federal Fund	\$58,208.82	(\$0.00)	\$252,259.01	\$117,377.39	\$368,834.88	(\$58,367.05)
12	Buy Rehab Sell	\$82,017.24	\$232.98	\$102,864.65	\$0.00	\$3,527.56	\$181,354.33
60	Federal Street Projects	\$771,633.08	\$332.16	\$171,240.85	\$0.00	\$0.00	\$942,873.93
60	Shadow Brook Project	(\$11,894.68)	\$0.00	\$0.00	\$285.00	\$2,480.00	(\$14,374.68)
19-192	Land Acq - Indust. Park	\$1,028,333.02	\$432.95	\$105,917.24	\$0.00	\$11,778.95	\$1,122,471.31
19-193	Land Acq - Right-of-ways	\$21,140.13	\$0.00	\$0.00	\$0.00	\$0.00	\$21,140.13
19-194	Land Acq - Parks	\$66,046.21	\$0.00	\$0.00	\$0.00	\$0.00	\$66,046.21
19-194	Council of Gov'ts CD's	\$32,289.01	\$0.00	\$0.00	\$0.00	\$0.00	\$32,289.01
16	Total Bond Funds	\$469,551.06	\$65,330.51	\$787,144.45	\$0.00	\$903,327.50	\$353,368.01
40	Total TIF Funds	\$565,487.41	\$3,508.14	\$20,863.31	\$0.00	\$151,205.67	\$435,145.05
	Total Misc. Funds	\$ 3,111,299.17	\$ 74,015.05	\$ 1,490,461.39	\$ 117,662.39	\$ 1,441,154.56	\$ 3,160,606.00
	Total All Funds	\$ 13,258,134.80	\$ 2,811,957.08	\$ 29,793,319.65	\$ 2,155,209.74	\$ 24,634,356.32	\$ 18,417,098.13

LB 357 Cash Available	(from Page 2)	\$1,689,310.60
Wastewater Cash Available	(from Page 3)	\$2,990,873.52
Water Cash Available	(from Page 3)	\$7,707,633.71
		<u>\$ 30,804,915.96</u>

City of York
LB 357 Funds Summary

	31-Aug-21	9/30/21 Preliminary
LB 357 Funds Allocation		
Cash Balance	\$14,221,129.71	\$14,349,792.78
Less: Quiet Zone	(\$1,503,528.97)	(\$1,503,528.97)
School-Owned Properties	(\$753,520.34)	(\$753,520.34)
Ball Field	(\$9,494,276.31)	(\$9,494,276.31)
City-Owned Properties	(\$862,301.70)	(\$909,156.56)
	\$1,607,502.39	\$1,689,310.60
Total Cash Available		
Less Restricted Funds		
Debt Service	(\$213,977.10)	(\$256,772.52)
Debt Service Reserve	\$0.00	\$0.00
	\$1,393,525.29	\$1,432,538.08
Total Unallocated LB 357 Funds	\$1,393,525.29	\$1,432,538.08

City of York Public Works Summary

	31-Aug-21	9/30/21 Preliminary
Wastewater		
Cash Balance	\$6,417,437.71	\$6,550,423.76
Less: Construction Fund	(\$3,559,550.24)	(\$3,559,550.24)
	\$2,857,887.47	\$2,990,873.52
Less Restricted Funds		
Operations	\$0.00	\$0.00
Debt Service	\$0.00	\$0.00
Debt Service Reserve	\$0.00	\$0.00
Renewal & Replacement	\$0.00	\$0.00
	\$2,857,887.47	\$2,990,873.52
Total Unrestricted Funds	\$2,857,887.47	\$2,990,873.52
Water		
Cash Balance	\$7,338,256.99	\$7,578,492.24
Less: Construction Fund	(\$501,742.25)	(\$535,542.34)
Add: Farm Management Acct	\$664,675.58	\$664,683.81
	\$7,501,190.32	\$7,707,633.71
Less Restricted Funds		
Operations	(\$108,577.00)	(\$108,577.00)
Debt Service	(\$149,123.93)	(\$208,390.78)
Debt Service Reserve	(\$266,768.69)	(\$266,768.69)
	\$6,976,720.70	\$7,123,897.24
Total Unrestricted Funds	\$6,976,720.70	\$7,123,897.24

City of York
for the Month of September 2021 - Preliminary through 10/7/21 claims & prior to audit

Auditors Grouping	<u>Total Amount</u>	<u>Restricted or Assigned</u>	<u>Unrestricted</u>	<u>Notes</u>
10 General:				
General	\$4,045,019.36	1,004.31	\$4,044,015.05	Restricted amount is York Community Foundation
ARP Act \$	\$694,322.93	\$694,322.93	\$0.00	Restricted grant money
Senior Center	\$1,017.00		\$1,017.00	
Police	\$306,651.69		\$306,651.69	
Community Center	\$73,095.43		\$73,095.43	
Park	\$130,112.44		\$130,112.44	
Auditorium	\$22,098.82		\$22,098.82	
Convention Center	\$20,686.16		\$20,686.16	
Aquatic Center	\$23,368.56		\$23,368.56	
Ball Park	\$29,251.00		\$29,251.00	
Total	<u>\$5,345,623.39</u>	<u>\$695,327.24</u>	<u>\$4,650,296.15</u>	
13 User Fees	\$16,710.00	\$16,710.00		Assigned
14 General Capital Projects	\$799,551.15		\$799,551.15	
22 Fire/EMS	\$249,767.52		\$249,767.52	
24 Library	\$19,666.15		\$19,666.15	
30 Police Pension	\$160,080.26		\$160,080.26	
31 Fire Pension	\$168,573.07		\$168,573.07	
Total General	<u>\$6,759,971.54</u>	<u>\$712,037.24</u>	<u>\$6,047,934.30</u>	
50 Street	\$1,680,060.84	\$1,680,060.84		
20 Aviation	\$510,909.43	\$510,909.43		Assigned
16 Debt Service	\$353,368.01	\$353,368.01		
15 LB 357	\$1,689,310.60	\$1,689,310.60		
60 Capital Projects	\$928,499.25	\$928,499.25		
12 CDBG	\$201,647.03	\$201,647.03		
11 Keno	\$43,533.67	\$43,533.67		
19 Sinking	\$1,241,946.66	\$32,289.01	\$1,209,657.65	
32 E911	\$61,036.46	\$61,036.46		
40 TIF	\$435,145.05	\$435,145.05		
Total Governmental	<u>\$13,905,428.54</u>	<u>\$6,647,836.59</u>	<u>\$7,257,591.95</u>	
70 Landfill:				
Landfill	\$2,200,458.83		\$2,200,458.83	
Landfill-Operations	\$0.00	\$0.00		Bond Requirements
Landfill-Debt Service	\$0.00	\$0.00		Bond Requirements
Old Landfill Closure	\$11,842.29	\$11,842.29		
Landfill Closure/Post	\$2,455,774.63	\$2,455,774.63		
C&D Site Closure/Post	\$181,286.31	\$181,286.31		
Construction	(\$110,579.28)		(\$110,579.28)	
Total Landfill	<u>\$4,738,782.78</u>	<u>\$2,648,903.23</u>	<u>\$2,089,879.55</u>	
80 Wastewater	\$2,990,873.52	\$0.00	\$2,990,873.52	
90 Water	\$7,707,633.71	\$583,736.47	\$7,123,897.24	
Total Enterprise	<u>\$15,437,290.01</u>	<u>\$3,232,639.70</u>	<u>\$12,204,650.31</u>	
33 Health Insurance	\$1,462,197.41	\$1,462,197.41		Assigned for insurance claims needs
Total City	<u><u>\$30,804,915.96</u></u>	<u><u>\$11,342,673.70</u></u>	<u><u>\$19,462,242.26</u></u>	

DEPARTMENTAL REPORTS

SEPTEMBER 2021

COMMUNITY CENTER

FIRE

KILGORE MEMORIAL LIBRARY

POLICE

PUBLIC WORKS

Community Center

Daily Totals at the City Auditorium:

Wednesday	9/1/2021	28		Thursday	9/16/2021	15
Thursday	9/2/2021	19		Friday	9/17/2021	38
Friday	9/3/2021	39		Saturday	9/18/2021	4
Saturday	9/4/2021	9		Sunday	9/19/2021	CLOSED
Sunday	9/5/2021	CLOSED		Monday	9/20/2021	9
Monday	9/6/2021	CLOSED		Tuesday	9/21/2021	26
Tuesday	9/7/2021	24		Wednesday	9/22/2021	32
Wednesday	9/8/2021	27		Thursday	9/23/2021	17
Thursday	9/9/2021	CLOSED		Friday	9/24/2021	34
Friday	9/10/2021	CLOSED		Saturday	9/25/2021	3
Saturday	9/11/2021	CLOSED		Sunday	9/26/2021	CLOSED
Sunday	9/12/2021	CLOSED		Monday	9/27/2021	4
Monday	9/13/2021	4		Tuesday	9/28/2021	30
Tuesday	9/14/2021	12		Wednesday	9/29/2021	21
Wednesday	9/15/2021	22		Thursday	9/30/2021	42

York College: Included in Daily Totals

Museum: Closed for Renovations

Total Income (Unofficial): \$5,050.00

	CASH	CHECK	CREDIT	TOTAL	Center Admission	FAC Admission	Center Programs	FAC Programs	Center Rentals	Aud Admission	Aud Rentals	Misc
TOTALS	\$5.00	\$4,785.00	\$260.00	\$5,050.00	\$0.00	\$0.00	\$325.00	\$0.00	\$0.00	\$0.00	\$1,475.00	\$3,250.00

Adult/Community/Youth Programs/Leagues:

The programs/leagues in September included Story Walk, Pickleball Open Rec, Noon Ball, Coed Softball League, Sandbox Saturdays, Bike at Night, and Yorkfest Coed 6’s Sand Volleyball Tournament.

There were no Community Center rentals/reservations in September due to Community Center renovations. Programs/leagues that were previously at the Community Center are now at the City Auditorium due to the Community Center closure until tentatively early next year.

Auditorium

There were 37 Auditorium rentals/reservations in September for YPR programs/leagues (Pickleball Open Rec & Noon Ball), Flights of Honor display, Parks and Recreation Board meetings, a Chamber meeting, a Peyton Parker Lane Playground meeting, a rain date for ground breaking, and a housing meeting.

Parks

There were 10 park shelter rentals/reservations in September:

7 East Hill Park shelter rentals/reservations for YPR programs (Sandbox Saturdays & Yorkfest Coed 6’s Sand Volleyball tournament), a family picnic, a YHS boys V tennis invitational, a birthday party, a memorial family meal, and YHS boys JV & V duals.

3 Harrison Park shelter rentals/reservations for a YHS boys V tennis invitational, a Boy Scouts Pack 173 gathering, and YHS boys JV & V duals.

There were 8 Levitt Stadium rentals/reservations in September for YHS 9th grade football games, YHS JV & V football games, and YMS 7th grade football games.

There was 1 Beaver Creek Park rental/reservation for a YPR program (Bike at Night).

Family Aquatic Center

There were no FAC rentals/reservations in September due to the end of season closure in August.

Ballpark Complex

There were 3 Miller Park rentals/reservations in September for a YPR program (Coed Softball League).

There was 1 Ballpark Complex batting cage rental/reservation in September for a softball practice.

There were 145 Ballpark Complex field rentals/reservations in September for YC baseball practices, YC softball practices, YHS softball practices and games, Fusion softball practices, Knights baseball practices, a softball practice.

Total Income (Unofficial): \$3,833.00

	CASH	CHECK	CREDIT	TOTAL	Sponsorships	Complex Concession	Miller Concession	Concession Total	Rental Fee	Player Fee
TOTALS	\$1,007.00	\$2,730.00	\$96.00	\$3,833.00	\$2,700.00	\$912.50	\$0.00	\$1,133.00		

Supplyworks

Auditorium	248.22
Police Dept	195.93
City Office	114.42
Fire Dept	132.53
Library	144.44
Parks	460.49
Total:	1296.03

Report Completed by Cheree Folts, Director of Parks and Recreation on 10/19/2021

YORK FIRE DEPARTMENT

September 2021 Monthly Report

York Fire Department responded to 131 calls for service in September of 2021. On the fire side we responded to 1 automatic alarm, 1 grass fire, 2 vehicle fires with damage of \$5200, 1 storage fire, 1 carbon monoxide incident, and 1 natural gas leak with no problems found. There was 1 reported structure fire but it was contained to the pot on the stove. We did have to ventilate. There was also a run number for our live fire training.

We responded to 91 – 911 calls for EMS service, 57 of those 911 calls were for Advanced Life Support and 34 of those 911 calls were for Basic Life Support with 3 lift assists. We did 24 Inter-Agency transfers for the month of April. We also did 4 EMS standbys mostly for York High Football.

Training for the month of September started on the 21st with a flow path class for some of our newer people. This miniature house when burned will show the path of flame and smoke. We then stocked the house we burned the following weekend. On the 25th we did live fire training on an acquired structure at 1402 HWY 34. Items trained on were, tanker operations, rural water supply, fire engine drafting, use of SCBA, stretching of hose lines, and fire behavior. We had over 20 members attend. We also used 2 tanker trucks from the Waco VFD. On the 28th we then got our task books out and did tanker and 651 truck certifications. 2 of our volunteer firefighters were certified in firefighter 1 and 3 were certified in Haz mat operations. 2 volunteer firefighters were taken off probation, Nancy Davidson and Jacob Stutzman. We had tours of MacLean Beef and York Cold Storage and we did elevator rescue training for the shifts.

We had a lot of activities in September. We had a very good pancake feed turnout on September 11th. Followed by the parade. York Fire Departments parade float entry was a patriotic 20th anniversary of 09/01/2001. There were lots of flags and 343. York Fire was awarded the Overall Best Parade Entry. This was a great public relations event for YFD. Then with the cooperation of our mutual aid members we had them all line up their trucks behind the float and our trucks in a great show of unity. I personally thanked each fire department for taking part in our event. The Acting Fire Chief attended the Local Emergency Planning Council meeting at the York Courthouse on the 16th. We did a fire extinguisher class for Collins Aerospace on the 22nd.

Respectfully submitted,

Anthony Bestwick

Acting Fire Chief

Kilgore Memorial Library
Director's Report
Prepared for the October 21, 2021
York City Council meeting

1. The Elmer Baker Display Case is filled with a fall display by library staff member, Diane Crowder. The Kent Bedient Gallery has a poster display commemorating the 20th anniversary of 9/11 from the 9/11 Memorial & Museum. This display is still being enjoyed by the public and will be replaced in November.
2. Our very own Rachel Mayfield was awarded the Sandra Herzinger Award by the Technical Services Round Table (TSRT) of the Nebraska Library Association (NLA). This state award is to recognize distinguished service by a member. The award was announced during the Nebraska Library Association's annual conference.
3. Library staff members Diane Crowder, Janey Due and Deb Robertson along with the president of the Friends of the Library, Irene Duncan, attended the Nebraska Library Association's annual meeting sessions, held on October 13, on the topic of Makerspace and library services. In the morning the York group toured Do Space in Omaha, the afternoon session was held at the La Vista Public Library where there were demonstrations of Makerspace equipment and a panel presentation from several Nebraska libraries with these tools. The evening session was held at Papillion Landing where we toured the library's spaces and learned about their experience with programming in their Makerspace area. They also shared insights on their Innovation Lab targeting teens with gaming and other innovative technologies.
4. Our youth services staff led by Carol Baker hosted a Mad Hatter Tea Party during regular story time on September 21. This event was enjoyed by over 30 children and their care givers. This included classes from two local day care centers.
5. Library Assistant, Janey Due, has developed a program repurposing books headed to the recycle bin into Christmas decorations. The Christmas Craft Club is a test to learn if there is interest in this type of activity to add a monthly meeting to repurpose old books and other paper into journals or crafts. This activity is designed with families in mind.
6. Tyler Nelson has been working on a wiring project to clean up the tangled mess of network cables in our server room. Having each port labeled with the service it is connected with is amazing!

Respectfully submitted by,



Debora Robertson
Director, Kilgore Memorial Library

LIBRARY DATA AT A GLANCE

Data Type	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	March 2021	April 2021	May 2021	June 2021	July 2021	Aug 2021	Sept 2021	Year to Date
Added to Physical Collections	313	297	267	357	221	178	306	271	409	301	343	400	3,663
Added to E-Book Collections	669	410	700	473	484	729	630	284	1,180	1,893	2,074	1,158	10,684
Physical item circulation	5,104	4,457	4,594	4,336	4,381	4,579	4,497	4,646	5,669	5,604	4,969	5,044	57,607
E-books Circulations	1,433	1,416	1,473	1,668	1,411	1,495	1,423	1,498	1,651	1,488	1,405	1,285	17,646
New Patrons	24	15	28	18	10	31	31	25	42	29	32	50	335
Public Computer logins	602*	476*	515*	390*	350*	504*	476*	556	539	517	524	562	6,445
Door Count	3,444	3,024	3,146	3,453	3,638	3,979	5,024	4,298	6,019	4,868	4,158	3,004	48,055
Website visits	1,392	1,820	1,714	1,614	1,526	1,787	1,796	2,030	1,884	1,810	2,015	2,030	21,418
Meeting Room Use	803	127	47	79	159	270	553	167	531	139	156	434	3,765

*We have removed four public computers to create social distance between stations since reopening in June 2020.

**All eleven public workstations were put in use on May 28

Data Type	Total 2020	Total 2019	Total 2018
Physical Collections	63,037	63,921	61,933
E-Book Collections	57,200	52,276	47,755
Physical item circulation	45,885	64,409	67,385
E-book Circulations	16,935	12,790	11,587
Registered Borrowers	5,348	8,276	8,527
Public Computer logins	6,391	13,864	12,126
Door Count	36,276	52,003	51,756
Website visits	51,633	59,600	55,582
Meeting Room Use	3,576	5,331	7,963

DEPARTMENT OF PUBLIC WORKS

MONTHLY REPORT

September — 2021

STREET DEPARTMENT

During the month of September, the central garage serviced and repaired equipment for all city departments as follows:

Street	74	Airport	14	Park	25	Fire	0
Police	6	Landfill	0	Wastewater	4	Water	4

The street sweeper did not operate in September.

Other major labor activities included:

Job	Hours
General maintenance	137
Building maintenance	7
Right-of-way maintenance	60
Gravel street/alley maintenance	34
Snow removal	0
Mowing/weed control	29
Tree/shrub maintenance	16
Paved surface maintenance	616
Equipment services	0
Traffic signing/signal installation/repair	2
Shop cleaning	20
Property Maintenance	2
TOTAL	923

PARK DEPARTMENT

Park personnel performed the following activities:

Job	Hours
Trash removal	72
Restroom cleaning	47
Paved surface maintenance	4
Property maintenance	32
Mowing/weed control	226
Tree/shrub maintenance	37
Building maintenance	3
Ball field maintenance	151
Playground equipment maintenance	0
Equipment services	2
TOTAL	574

FAMILY AQUATIC CENTER

Park personnel performed the following activities:

Job	Hours
System maintenance	0
Mowing/weed control	10
Building maintenance	12
Property maintenance	0
TOTAL	22

AUDITORIUM

Park/Street personnel performed the following activities:

Job	Hours
General maintenance	0
Mowing/weed control	0
Building maintenance	0
Property maintenance	4
TOTAL	4

COMMUNITY CENTER

Public Works personnel performed the following activities:

Job	Hours
Property maintenance	21
Building maintenance	4
Mowing/weed control	3
Sidewalk repair	21
TOTAL	49

WASTEWATER TREATMENT PLANT

Plant operation for September and the comparison figures for September of last year:

	Last Month	2021	2020	Units
Total flow	29,553,510	29,895,175	29,243,589	gallons
Average flow/day	853,339	996,505	974,786	gallons
Average flow/person	119	125	121	gallons
Grit and screenings to landfill	23.37	141.28	55.94	tons
Bio solids wasted	1.076237	1.327583	.922981	MG

Wastewater Treatment Plant personnel performed the following activities:

Job	Hours
Plant wages	135
Laboratory testing	72
Sludge removal	8
Equipment maintenance	158
General maintenance	19
Building maintenance	25
Sewer system maintenance	35
Property maintenance	107
Mowing/weed control	35
One-call locates	12
TOTAL	606

WATER DEPARTMENT

Plant operation figures for September and the comparison figures for September of last year follow:

	Last Month	2021	2020	Unit
Total water pumped	67,156,000	48,880,000	49,546,000	gallons
Total water billed	75,758,700	37,349,745	36,779,595	gallons
Average use per day	2,166,323	1,629,333	1,651,533	gallons
Average use per person	271	204	206	gallons
Total electricity used	109,465	78,102	79,785	kW
Pumps yield	613	626	621	gallons/kW
Peak pumping date	15 th	27 th	30 th	
Peak amount	2,868,000	2,479,000	2,304,000	gallons

Report of office operations for September and comparison figures for September of last year:

	2021	2020
Water bills	1,730	1,718
Sewer bills	1,646	1,637
New taps	0	1" – 2
Service leaks	1	0
Main leaks	0	0
Diggers Hotline calls	122	115

Water Department personnel performed the following activities:

Job	Hours
Plant wages (monitoring wells, etc.)	28
Meter reading	28
Meter maintenance	0
Mowing/weed control	17
Pump/well maintenance	0
Final notice collection	2
Distribution maintenance	290
One-call locates	12
Property Maintenance	9
TOTAL	386

SOLID WASTE RECEIVING CENTER AND LANDFILL

Solid Waste Receiving Center operation figures for September as reported by scale:

	2021		2020	
	Trips	Tons	Trips	Tons
Landfill	707	2259.05	725	2463.39
C & D	112	312.71	224	594.41
Transfer Station	134	31.96	139	24.94
Brush Pile	92	30.57	114	96.33
Tire Pile	7	0.00	4	0.00
Metal Roll-off	12	0.00	16	0.00
Recyclables	1	0.00	0	0.00
Total	1065	2634.29	1222	3179.07

Revenue collected during September totaled \$156,835.19. The same period last year totaled \$140,528.69.

Landfill personnel performed the following activities:

Job	Hours
Scale/Transfer Station Operation	199
Landfill Equipment	575
Wind screen & litter control	0
Mowing/weed control	18
TOTAL	792

AIRPORT

Public Works personnel performed the following activities:

Job	Hours
Airport Attendant	101
Building maintenance	0
Mowing/weed control	0
TOTAL	101

SUMMARY BY DEPARTMENT

Department	Hours	Percentage	Full Time Equivalent
Street	923	26	5.8
Parks/FAC	596	17	3.7
Auditorium/Community Center	53	2	0.3
Landfill	792	23	5.0
Wastewater	606	18	3.8
Water	386	11	2.4
Airport	101	3	0.6
TOTAL	3457	100	21.6

BUILDING INSPECTIONS AND PERMITS

Our building inspection activity for September and comparison figures for September of last year are as follows:

Inspections:	2021	2020	Permits Issued:	2021	2020
Building	37	46	Building	27	21
Electrical	29	38	Electrical	5	2
Plumbing	21	34	Plumbing	3	1
Mechanical	11	27	Mechanical	9	2
Nuisance	7	0	Curb/Street	1	1
Total	105	145	Total	45	27

Twenty-seven (27) permits were issued in September for a value of \$804,700.65, which brings the total for the year to \$6,040,917.87. (See attached.)

Permits of note issued:

- York College Renovation & parking lot addition \$590,000.00

BOARD OF PUBLIC WORKS

The Board of Public Works met on September 14, 2021. Minutes of the meeting are attached.

Board of Public Works
September 14, 2021 4:00 PM
City Administrator's Office

Attendance taken at 4:00 P.M.

Present Board Members:

Bill Williamsen

Matt Leif

Greg Staehr

Kenny Ekeler

Absent:

Marlowe Wall

Also present:

James Paul, Director of Public Works

1. Agenda

2. Roll Call

3. Review Minutes of Last Meeting

Motion Passed: Minutes of the August meeting passed with a motion by Kenny Ekeler and a second by Marlowe Wall.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

4. Farm Management Report

Motion Passed: The August Farm Management Report passed with a motion by Marlowe Wall and a second by Kenny Ekeler.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

5. Wastewater Financial Reports

Motion Passed: The August Wastewater Financial Reports passed with a motion by Kenny Ekeler and a second by Matt Leif.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

6. Water Financial Reports

Motion Passed: The August Water Financial Reports passed with a motion by Kenny Ekeler and a second by Marlowe Wall.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

7. Wastewater Claims

Motion Passed: The August Wastewater Claims passed with a motion by Kenny Ekeler and a second by Marlowe Wall.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

7. Water Claims

Motion Passed: The August Water Claims passed with a motion by Kenny Ekeler and a second by Marlowe Wall.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

8. Director of Public Works Report

Motion Passed: The August Director of Public Works Report passed with a motion by Marlowe Wall and a second by Matt Leif.

Marlowe Wall	Absent
Matt Leif	Yes
Bill Williamsen	Yes
Greg Staehr	Yes
Kenny Ekeler	Yes

Meeting Adjourned at 4:20 P.M.

Heidi Gregg

Building Permits issued in September 2021

06-Oct-21

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
98031	Tim Gardner	119 S. Delaware Ave		Replace concrete in ROW	2,000.00
98033	Steve Norquest	36 Edison Ave.		Replace portion of sidewalk & drive	5,000.00
98036	Richard Olivera	51 S. Nebraska Ave.		Privacy fence	500.00
98037	Bill Hoefener	929 E. 14th St.		Re-roof	14,500.00
98038	Kelly Mostrom	1306 Road L		Concrete patio & fence	8,000.00
98040	Janet Jensen	1213 N. Iowa Ave.		Rebuild deck, move fence in, remov	2,000.00
98041	Dennis Dooley	331 S. Delaware Ave.		Windmill	2,000.00
98042	Brady Fickenscher	304 S. Delaware Ave		Privacy fence	12,000.00
98043	Richard Kant	1115 E. Nobes Rd.		Re-roof	13,200.00
98044	Matt Holthe	1717 Duke Circle		Egress window	8,335.53
98045	Lincoln Tel & Tel Co	409 E. 6th St.		Sign	7,500.00
98046	Dan Danhauer	552 W. 7th St.		Approach & sidewalk replacement	6,000.00
98047	Dannot LLC	514 E. 13th St.		Replace foundation in garage	4,000.00
98050	Dawn Sloan	926 Alice Ave		Additions	36,000.00
98051	Terry Knight	713 W. Nobes Rd.		Deck in backyard	8,000.00
98052	Jodie Ward	412 College Ave.		Replace sidewalk	400.00
98053	Dave Dickey	404 College Ave.		Repair concrete, sidewalk	600.00
98054	Dustin Roberts	515 Florida Ave.		Roof over patio	5,000.00
98055	Linda Dose	903 N. Maine Ave		Fence	3,500.00
98056	Tammy Eikenhorst	1022 Kiplinger Ave.		Re-roof	7,350.00
98057	Karen Jones	557 W. 7th St.		Re-side	14,000.00
98059	Alexander Walker	1807 Nebraska Ave.		Privacy fence	1,600.00

	OWNER	ADDRESS	LEGAL DESCRIPTION	DESCRIPTION	AMOUNT
98061	Stan Nolte	1047 W. Elm St.		Lower existing deck	250.00
98062	York College	1810 E. 12th St.		Renovation & parking lot addition	590,000.00
98065	Dairy Queen	3608 S. Lincoln Ave.		Enclose dumpster area	10,000.00
98066	Roswitha Crisman	1522 E. 4th St.		Re-roof	10,800.00
98067	Jake Brooke	128 N. Blackburn Ave.		Detached garage	32,165.12
					\$804,700.65
					Permits Issued: 27

IDOR CLASS(ES) : ALL CLASSES SORTED BY VENDOR

IDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L ACCT NO#	G/L NAME	G/L AMOUNT
-00001	CITY OF YORK - WATER DEPT	1	20,446.88	N		
-00010	GALE	4	147.69	N		
-00090	THE HOME DEPOT PRO	3	886.21	N		
-00120	JACKSON SERVICES INC	9	518.16	N		
-00150	MISSIONSQUARE RETIREMENT	2	1,157.38	N		
-00200	NEBRASKA MACHINERY CO	6	174.76	N		
-00230	CORNHUSKER STATE IND.	1	9.25	N		
-00290	NORTH PRINTING & OFFICE S	10	874.47	N		
-00340	BOUND TREE MEDICAL LLC	2	3,974.78	N		
-00360	CITY OF YORK	2	5,333.55	N		
-00540	GLOBAL TECH, INC.	5	23,839.16	N		
-00640	NEBRASKA PUBLIC POWER DIS	1	32,944.16	N		
-00680	NE DEPT. OF AERONAUTICS	1	543.33	N		
-00710	OVERLAND SAND & GRAVEL	2	2,380.01	N		
-00740	TK ELEVATOR CORP	1	217.38	N		
-00750	PIPPERS INC	1	10.85	N		
-00780	PRESTO X COMPANY	3	113.00	N		
-00800	BURST, LLC	25	828.65	N		
-00911	CORNERSTONE INS GROUP	1	625.00	N		
-00960	GRAINGER	2	159.41	N		
-01050	MICROFILM IMAGINGSYSTEMS	2	240.00	N		
-01090	BAKER & TAYLOR, INC	1	21.80	N		
-01100	NE STATEWIDEARBORETUM	1	130.00	N		
-01270	NABER'S REPAIRSERVICE	1	62.25	Y		
-01290	GRAND CENTRAL FOODS, INC.	3	61.51	N		
-01330	JLC, INCORPORATED	1	9,187.43	N		
-01340	KOPCHOS SANITATION, INC	7	690.75	N		

NDOR CLASS(ES) : ALL CLASSES SORTED BY VENDOR

NDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
-01420	NE CHLD SUPPRT PAYMENT	1	104.77	N		
-01470	SERVI-TECH LABORATORIES	2	140.30	N		
-01490	NE DEPT OF REVENUE	3	9,291.24	N		
-01510	HACH CO.	1	62.15	N		
-01640	INTERNAL REVENUE SERVICE	7	48,319.30	N		
-01650	UNION BANK	5	26,927.77	N		
-01750	NEBRASKA PUBLIC HEALTH EN	1	3,863.00	N		
-01840	CORNERSTONE BANK	2	5,000,095.00	N		
-01940	SARGENT DRILLING	4	126,502.55	N		
-02010	YORK EQUIPMENT, INC.	1	160.23	N		
-02060	NE DEPT OF ENVIRONMENT &	1	9,064.91	N		
-02080	TYLER TECHNOLOGIES - INCO	1	17,159.93	N		
-02200	JACK'S UNIFORMS & EQUIP	1	249.69	N		
-02230	MCCORMICK HEATING & AC	2	266.32	N		
-02250	MILLER SHED & SUPPLY CO	22	10,884.32	N		
-02560	CITYSERVICEALCON LLC	1	26.76	N		
-02620	LEAGUE OF NEBRASKA MUNICI	1	1,456.00	N		
-02650	O'REILLY AUTO PARTS	8	352.82	N		
-03240	YORK COUNTY DEVELOPMENT C	1	833.34	N		
-03380	POWER SERVICE INC	1	49.48	N		
-03460	IN-LINE COLLISION REPAIR	1	78.00	N		
-03510	MOMAR	1	259.96	N		
-03930	YORK CHAMBER OF COMMERCE	1	416.67	N		
-04050	GALLS INCORPORATED	2	119.90	N		
-04420	SOUTHEAST NE DEV DIST	1	7,753.65	N		
-05150	LINCOLN JOURNAL STAR	1	110.00	N		
-05600	YORK GENERAL HOSPITAL	1	263.75	N		

SORTED BY VENDOR

JUDOR	NAME	NO#	INVOICES	TOTAL	G/L	TOTAL	G/L	TOTAL	G/L
				AMOUNT	ACCT NO#	AMOUNT	NAME	AMOUNT	
-05870	WEX BANK	1		7,611.57	N				
-06230	NEBRASKA FIRE SPRINKLER C	1		470.00	N				
-06630	FASTENAL	2		380.81	N				
-08410	BEACON ATHLETICS	1		1,555.00	N				
-09090	WINDSTREAM	1		25.93	N				
-09480	NRPA	1		110.00	N				
-1	MISCELLANEOUS VENDOR	6		2,565.66	N				
-10840	TOTAL ADMINISTRATIVE SERV	2		3,299.95	N				
-11010	VERIZON	1		791.56	N				
-11220	PAUL DAVIS RESTORATION &	1		760.00	N				
-11670	STEVE HOLMES	1		13.62	N				
-12480	WESTERN EDGE	1		35.80	N				
-14410	LINCOLN WINWATERWORKS	1		4,514.68	N				
-14420	911 CUSTOM	1		174.81	N				
-14670	OCLC INC	1		466.79	N				
-14740	BRIAN QUICK	1		50.62	N				
-14770	STRYKER MEDICAL	2		6,047.70	N				
-14880	ALFRED BENESCH & CO	4		7,554.41	N				
-29-8-		1		1,329.87	N				
-15560	TRUCK CENTER	7		841.48	N				
-15770	CHRIS WITZE	1		101.08	N				
-15880	CHARLIE'S U-SAVE RX	1		54.94	N				
-17390	BEN QUICK	1		115.00	N				
-17530	BFT LP dba PET WASTE ELIM	1		71.99	Y				
-18120	TERRI CARLSON	1		143.90	N				
-18230	AMERICOM COMMUNICATIONS	1		812.17	N				
-19280	PARAMOUNT LINEN & UNIFORM	4		123.61	N				

IDOR CLASS (ES) : ALL CLASSES SORTED BY VENDOR

IDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
.04600	UNITED STATES POSTAL		6,000.00	N		
.19370	NE TECHNOLOGY & TELECOMMU	3	175.93			
.19570	AED PROFESSIONALS	1	68.95	N		
.20170	AMAZON	12	741.70	N		
.20810	PYRAMID TARP & REPAIR LLC	1	360.00	N		
.20850	DEARBORN LIFE INSURANCE C	1	3,571.46	N		
.21050	MELTON CARPET CLEANING	1	875.04	Y		
.21730	HERB'S WINDOW SERVICE	1	1,428.00	Y		
.22050	HEAVY METAL SUPPLY CO	4	956.59	N		
.22100	SLACK AUTO SUPPLY LLC	6	793.47	N		
.22660	SPECTRUM ENTERPRISE	2	1,896.82	N		
.22670	NATIONWIDE INS	2	200.00	N		
.22700	SPECTRUM BUSINESS	4	775.24	N		
.23610	MID-AMERICAN RESEARCHCHE	1	356.30	N		
.24090	AXIA PAYMENTS	1	243.58	N		
.24100	GLOBAL PAYMENTS	1	209.02	N		
.24440	QUALITY SOUND & COMMUNICA	1	35.00	Y		
.24800	HAYLIE ZIMA	1	63.84	N		
.26010	SOARIN GROUP	2	1,653.00	N		
.26080	AMGL	1	130.00	N		
.26130	RAYNOR GARAGE DOORS	1	225.00	N		
.26330	QUICK MED CLAIMS	1	4,911.88	N		
.27030	JAMCO ABATEMENT SERVICES	1	17,470.00	N		
.27190	EMERGENCY SERVICESMARKET	1	660.00	N		
.27210	MIDWEST AUTO PARTS INC.	1	22.08	N		
.27460	ESSENTIAL SCREENS	1	24.00	N		
.27520	YORK CREEKSIDEAPARTMENTS	1	13,883.22	N		

SORTED BY VENDOR

IDOR	NAME	NO# INVOICES	TOTAL AMOUNT	G/L ACCT NO#	G/L NAME	G/L AMOUNT
-28050	MARIA OLSEN	1	150.00	N		
-28060	BEN MOHORN	1	750.00	N		

*** REPORT TOTALS *** 275 5,469,261.17

SELECTION CRITERIA

DOR SET: 01 CITY OF YORK

DOR: ALL

PK: ALL

DOR CLASS(ES) : ALL CLASSES

ANSACTION SELECTION

PORTING: PAID ITEMS

-----PAYMENT DATES-----
ID ITEMS DATES : 10/08/2021 THRU 10/21/2021

-----ITEM DATES-----
0/00/0000 THRU 99/99/9999

-----POSTING DATES-----
0/00/0000 THRU 99/99/9999

PRINT OPTIONS

REPORT SEQUENCE: VENDOR #

, EXPENSE DISTRIBUTION: NO

CHECK RANGE: 000000 THRU 999999

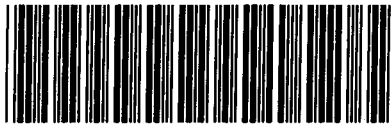
**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

RECEIVED	
AUG 31 2021	
NEBRASKA LIQUOR CONTROL COMMISSION	
Hot List: YES / NO	New/Replacing # <u>0001916</u>
Class Type <u>CK</u>	124510 Initial <u>BK</u>

Applicant name Chances R Inc - Renewed Rooney Jantz
 Trade name Chances R Inc Restaurant
 Previous trade name Chances R Inc
 Contact email address rjantz@ic outlook.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

<p>Office use only</p> <p>PAYMENT TYPE <u>PayPort 8/31/21</u></p> <p>AMOUNT: <u>\$400-</u></p> <p>Received: <u>BK</u></p>	 <p style="text-align: center;">2100010643</p>
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PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
jackie.matulka@nebraska.gov
OTC Local Ref ID: 63671986
8/31/2021 02:53 PM

Status: **APPROVED**
Customer Name: Renee I Rooney Jantz
Type: Visa
Credit Card Number: **** * 7054

Items	Quantity	TPE Order ID	Total Amount
Catering Endorsement (Class K)	1	65239458	\$100.00
License Number:: 00196			
Trade Name (DBA):: Chances R inc			
Address:: 124 West 5th St			
City:: York			
State:: Nebraska			
Zip Code:: 68467			
Phone Number:: 14023627755			
Email Address:: rjantz01@outlook.com			
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	65239458	\$400.00
Applicant Name:: Renee I Rooney Jantz			
Trade Name (DBA):: Chances R Inc			
Address:: 124 West 5th St			
City:: York			
State:: NE			
Zip Code:: 68467			
Phone Number:: 14023627755			
Email Address:: rjantz01@outlook.com			
Total remitted to the Nebraska Liquor Control Commission			\$500.00
Total Amount Charged			\$512.45

**APPLICATION FOR CATERING (K)
TO LIQUOR LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use	RECEIVED
	AUG 31 2021
	NEBRASKA LIQUOR CONTROL COMMISSION

Include application fee of \$100 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport

- Copy of this application will be forwarded to your local governing body for recommendation per Neb. Rev. Stat. §53-134(7), after receipt of recommendation there is a 10 day holding period for any citizen protests
- Processing may take approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission
- The holder of a catering license may deliver, sell, or dispense alcoholic liquor, including beer, for consumption at premises designed in a special designed license (SDL) issued pursuant to section §53-124.11
- SDL must be applied for and received 10 working days prior to the day of each event
- A holder of a catering license shall not cater an event unless such licensee receives a SDL
- SDL application form 108 may be found at this link:
<http://www.lcc.nebraska.gov/LicensingForms/108%20SDL%206-2013a.pdf>
- Only twelve (12) SDLs will be issued at any specific location that could otherwise hold a liquor license Rules and Regulations Chapter 2-013.06
- Renewal fee is \$100 payable at time of underlying liquor license

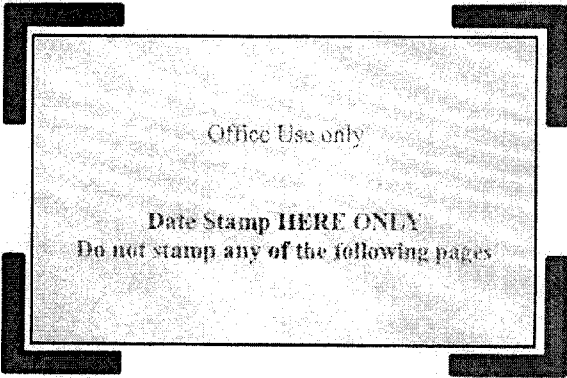
PAYMENT TYPE	PayPort 8/31/21
AMOUNT	\$100
PKT. NO.	8/31/21
RECEIVED	

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
website: www.lcc.nebraska.gov

License
Class: K

License
Number: _____



- Application fee \$100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE
Charles R Inc

TRADE NAME
Charles R Inc

PREMISES ADDRESS
124 West 5th St

CITY York **ZIP CODE** NE

CONTACT PERSON
Renee I Rooney Jantz

PHONE NUMBER
402-362-7755 / 402-366-7922

EMAIL
rjantz01@outlook.com

Renee I Rooney Jantz
Signature of **AUTHORIZED LICENSEE REPRESENTATIVE**
(Do not sign until in the presence of the Notary Public)

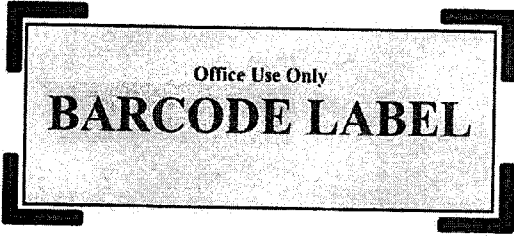
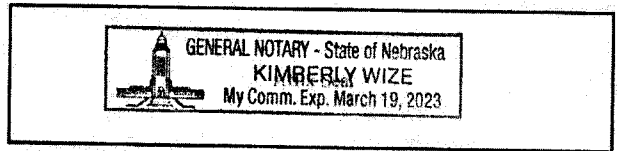
Renee I Rooney Jantz
Printed Name of **AUTHORIZED LICENSEE REPRESENTATIVE**

State of Nebraska, County of YORK

The foregoing instrument was acknowledged before me this:
9/9/2021
(Date)

By: Renee I Rooney Jantz
Name of person signing document in front of Notary

Kimberly Wize
Notary Public Signature



1. Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. Enclose a list of any inventory or property owned by other parties that are on the premises. **NONE**
9. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Rebecca Rooney Jantz
 Signature

8-31-21
 Date

RECEIVED

AUG 31 2021
NEBRASKA LIQUOR
CONTROL COMMISSION

APPLICATION FOR LIQUOR LICENSE
RETAIL

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov/

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS

- RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Communication will call the person with any questions we may have on the application

Name _____ Phone number: _____

Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) Chances R Inc Restaurant

Street Address #1 124 West 5th Street

Street Address #2 _____

City York County York Zip Code 68467

Premises Telephone number 402 362 7755

Business e-mail address rijantz@ieoutlook.com

Is this location inside the city/village corporate limits: YES X NO _____

Mailing address (where you want to receive mail from the Commission)

Name Chances R Inc

Street Address #1 124 W. 5th Street

Street Address #2 _____

City York State NE Zip Code 68467

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. **Be sure to indicate the direction north and number of floors of the building.**

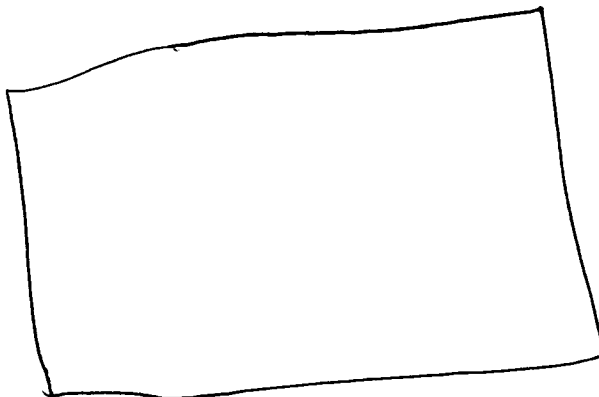
****For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 120 x width 120 in feet

Is there a basement? Yes _____ No X If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No X If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



APPLICANT INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. **Include traffic violations.** Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

 YES X NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Are you buying the business of a current retail liquor license?

 X YES NO

If yes, give name of business and liquor license number Chances R Inc 00196

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

 X YES NO

If yes, give name and license number Chances R Inc 00196

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

 X YES NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) Cornerstone Bank

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner.

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)
Provide letter of support or opposition, see FORM 134 - church or FORM 135 - campus

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Cornerstone Bank Renee Rooney Jantz, Bryan C Jantz

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

None

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed **Form 116** – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed **Form 116** – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed **Form 116** – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed **Form 116** – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

List of NLCC certified training programs
Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
29 years experience		Chances R

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date _____
 Deed _____
 Purchase Agreement

14. When do you intend to open for business? business will continue as is

15. What will be the main nature of business? Serving food & alcohol

16. What are the anticipated hours of operation? 11am-9pm Mon-Sat. 11am-3pm Sun

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
YORK NE	1992	current	YORK NE	2008	current

If necessary attach a separate sheet.

PERSONAL OATH AND CONSENT OF INVESTIGATION

SIGNATURE PAGE -

PLEASE READ CAREFULLY

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

**Must be signed in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Renee I Rooney Jantz
Signature of **APPLICANT**

(Do not sign until in the presence of the Notary Public)

Renee I Rooney Jantz
Printed Name of **APPLICANT**

Printed Name of **APPLICANT**

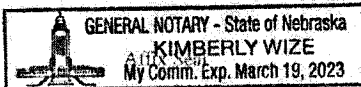
State of Nebraska, County of York

The foregoing instrument was acknowledged before me this

9/9/2021
(Date)

By Renee I Rooney Jantz
Name of person(s) signing document in front of Notary

Kimberly Wize
Notary Public Signature



Bryan C Jantz
Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

Bryan C Jantz
Printed Name of **SPOUSE**

Printed Name of **SPOUSE**

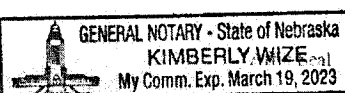
State of Nebraska, County of York

The foregoing instrument was acknowledged before me this

9/9/2021
(Date)

By Bryan C Jantz
Name of person(s) signing document in front of Notary

Kimberly Wize
Notary Public Signature



**APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a**

Office Use

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation (must show electronic stamp or barcode receipt by Secretary of States Office)

Name of Registered Agent: _____

Name of Corporation that will hold license as listed on the Articles

_____ Chances R Inc _____

Corporation Address: _____ 124 West 5th St _____

City: _____ York _____ State: _____ NE _____ Zip Code: _____ 68467 _____

Corporation Phone Number: _____ 4023627755 _____ Fax Number _____

Total Number of Corporation Shares Issued: _____ 135 _____

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: _____ Rooney Jantz _____ First Name: _____ Renee _____ MI: _____ I _____

Home Address: _____ 1014 N. Burlington Ave _____ City: _____ York _____

State: _____ NE _____ Zip Code: _____ 68467 _____ Home Phone Number: _____ 402 3667922 _____

_____ Renee I Rooney Jantz _____
Signature of President/CEO

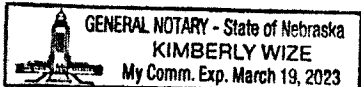
ACKNOWLEDGEMENT

State of Nebraska _____
County of _____ York _____

Date _____ 9/9/2021 _____

_____ Kimberly Wize _____

The foregoing instrument was acknowledged before me this _____
by _____ Renee I Rooney Jantz _____
name of person acknowledge

Affix Seal 

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Rooney Jantz First Name: Renee MI: T

Title: President Number of Shares 51

Spouse Full Name (indicate N/A if single): Bryan C Jantz

Last Name: Jantz First Name: Bryan MI: C

Title: Vice President Number of Shares 49

Spouse Full Name (indicate N/A if single): Renee I Rooney Jantz

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID # _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

Nebraska Secretary of State

CHANCES R, INC.

Wed Sep 15 12:55:10 2021

SOS Account Number

0023558

Status

Active

Principal Office Address

124 W 5TH STREET
YORK, NE 68467-0000

Registered Agent and Office Address

THOMAS L. VANOUS
124 W 5TH STREET
YORK, NE 68467

Nature of Business

RETAIL FOOD AND BEVERAGE

Entity Type

Domestic Corp

Date Filed

Mar 25 1970

Corporation Position	Name	Address
President	THOMAS L VANOUS	1020 E 3RD ST YORK, NE 68467
Secretary	SUZANNE L VANOUS	1020 E 3RD ST YORK, NE 68467
Treasurer	THOMAS L VANOUS	1020 E 3RD ST YORK, NE 68467
Director	SUZANNE L VANOUS	1020 E 3RD ST YORK, NE 68467
Director	THOMAS L VANOUS	1020 E 3RD ST. YORK, NE 68467-0000

Next Report Due Date

Jan 01 2022

Associated Entities

Account Number	Name	Type	Status
1154423	CHANCES 'R' RESTAURANT & HOB NOB LOUNGE	Trade Name	Active

Filed Documents

Filed documents for CHANCES R, INC. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Articles Perpetual	Mar 25 1970	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Apr 14 1999	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Apr 10 2000	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 29 2001	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Apr 04 2002	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 28 2003	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 30 2004	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 17 2006	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 26 2008	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Mar 08 2010	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Apr 09 2010	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 20 2012	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Jan 08 2014	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 10 2016	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 08 2018	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Feb 14 2020	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation
\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use	RECEIVED
	AUG 31 2021
	NEBRASKA LIQUOR CONTROL COMMISSION

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

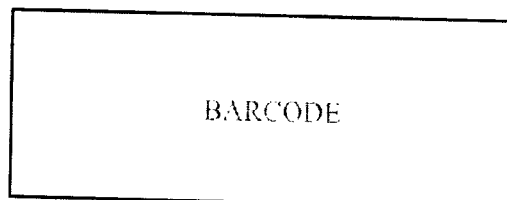
- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

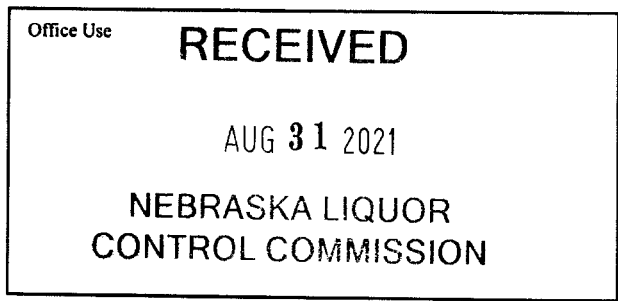
Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required



**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Chances R Inc

License information

Liquor License Number: _____ Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Chances R Inc

Premise Street Address: 124 West 5th Street

City: York County: York Zip Code: 68467

Premise Phone Number: 402 362 7755

Premise Email address: rjantzd1@outlook.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.

Renee Rooney Jantz

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below. PLEASE PRINT CLEARLY

Last Name: Rooney Jantz First Name: Rence MI: I

Home Address: 1014 N. Burlington Ave

City: York County: York Zip Code: 168467

Home Phone Number: 402 366 7922



Email address: rjantz@outlook.com

Are you married? If yes, complete spouse's information. (Even if a spousal affidavit has been submitted)

YES

NO

Spouse's information

Spouses Last Name: Jantz First Name: Bryan MI: C



APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>York NE</u>	<u>1992</u>	<u>current</u>	<u>York NE</u>	<u>2008</u>	<u>current</u>

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1992		Charles R. Zirc	Tom Vanous	402 362 7755

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Renee Jantz General Manager	Feb 92	Charcus R - York NE

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT FOR INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Renee I Rosney Jantz
Signature of Manager Applicant

Erin C Jantz
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of York

The foregoing instrument was acknowledged before me this

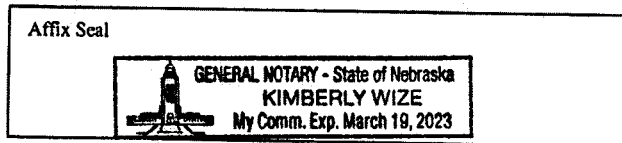
9/9/2021

date

by Renee I Rosney Jantz

NAME OF PERSON BEING ACKNOWLEDGED

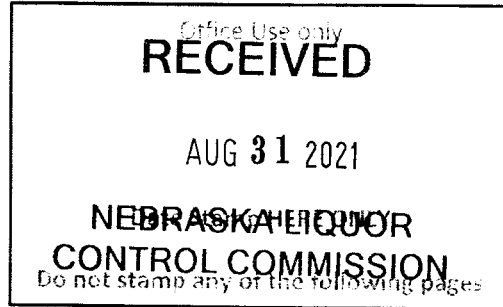
Kimberly Wize
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol; It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Charles R Inc

Name of Person Being Fingerprinted: Renee T Rooney Jantz

Date fingerprints were taken: 8-31-21

Location where fingerprints were taken: York County

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Renee Rooney Jantz
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

PAYPORT

NEBRASKA.GOV


PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

3800 NW 12th Street, Suite A
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 63585734
8/27/2021 04:40 PM

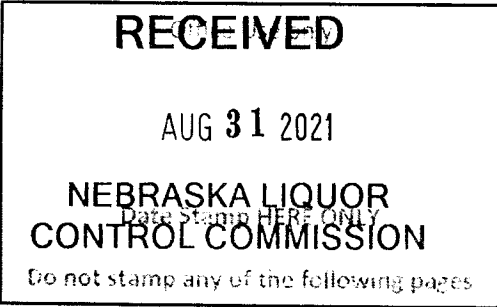
THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: Renee I Rooney Jantz
Type: Visa
Credit Card Number: **** * 7054

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	65156318	\$45.25
Applicant Name: Renee I Rooney Jantz			
			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$45.25
Total Amount Charged			\$46.38

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
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It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
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Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Chances R Inc

Name of Person Being Fingerprinted: Bryan C Tantz

Date fingerprints were taken: 8/31/2021

Location where fingerprints were taken: York County

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Bryan C Tantz
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

PAYPORT

NEBRASKA.GOV

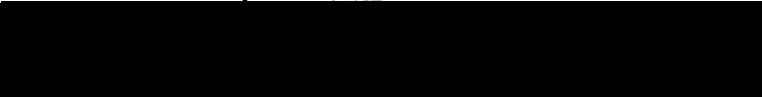
PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

3800 NW 12th Street, Suite A
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 63585842
8/27/2021 04:42 PM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: Renee i Rooney Jantz
Type: Visa
Credit Card Number: **** * 7054

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	65156956	\$45.25
Applicant Name: Bryan C Jantz			
			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$45.25
Total Amount Charged			\$46.38



[Back to Lookup](#) / [Registrant Detail](#)

Renee Rooney Jantz

Political Party
Republican

Precinct
Ward 2A

Election Details

11/03/2020 2020 General Election ▼

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Holthus Convention Center

📍 3130 Holen Ave York, NE 68467



Ballot Styles

1001 Ward 2A CiYork 12

Districts

Show ▼

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[Back to Lookup](#) / [Registrant Detail](#)

Bryan C Jantz

Political Party
Republican

Precinct
Ward 2A

Election Details

11/03/2020 2020 General Election ▼

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Holthus Convention Center

📍 3130 Holen Ave York, NE 68467



Ballot Styles

1001 Ward 2A CiYork 12

Districts

Show ▼

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Business Plan

8/31/2021

Business Plan for Chances R, Inc.

Chances R, started in 1965, when Raymond Reetz went to the banker for a loan and said "Chances R" we will make or we won't. It has been a successful business ever since. A fourth-generation family-owned business. I, an employee since February 1992 and my husband are purchasing this amazing Restaurant and will continue on with the great tradition that I have learned over the last 30 years.

We will continue to served the best homemade food to all whom come through our door. We will continue to Cater the best homemade food.

Thank you

Renee I Rooney Jantz

Bryan C Jantz

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made and entered into as of August 23rd, 2021 by and between Renee I. Rooney Jantz and Bryan C. Jantz, wife and husband, of York, Nebraska ("Buyer"), and Chances "R", Inc. of York, Nebraska (Chances R); and Thomas L. Vanous and Suzanne L. Vanous (collectively the "Shareholders"); and S&T Properties, LLC ("S&T"). Shareholders and Buyer are each a "Party" and collectively, the "Parties."

WHEREAS, Chances R and S&T are engaged in the business of owning and operating the Chances R restaurant and holding real estate for their business (the "Business"); and

WHEREAS, the Shareholders are the holders of an aggregate of Eighty-five (85) shares of common stock of Chances R, which shares constitute all of the issued and outstanding shares of capital stock of Chances R and (all such shares of Chances R held by Shareholders are herein referred to as the "Shares"); and

WHEREAS Shareholders own One Hundred percent (100%) of the outstanding equity interest in S&T which is a real estate holding company, (Equity Interests); and

WHEREAS, Buyer desires to own and control Chances R and S&T and Shareholders desire to transfer control and ownership of Chances R and S&T to Buyer and Shareholders shall, assign, transfer, convey and deliver to Buyer, and Buyer shall acquire from the Shareholders, all of their right, control, shares and interest of Chances R and S&T, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound, the Parties hereto agree as follows:

1. PURCHASE AND SALE OF SHARES

1.1 Transaction. On and subject to the terms and conditions of this Agreement, Buyer agrees to gain control and ownership of Chances R from Shareholders, and Shareholders agree to transfer and convey to Buyer, all Shareholders' interests in Chances R for the consideration specified below in Sections 1.2 and 1.3. The effective date of the purchase and sale transaction contemplated by this Agreement shall be September 30, 2021 at 10:00 a.m. on the Closing Date (the "Effective Date").

1.2 Ownership Transfer. On or before September 30, 2021, Chances R shall issue 50 shares of common stock in Chances R to Renee I. Jantz in consideration for \$100.00 payable to Chances R. Upon issuance of the 50 shares to Renee I. Jantz, Chances R will have a total of 135 issued and outstanding shares of common stock. The holders of the issued and outstanding shares of Chances R shall hold a special meeting and elect Renee I. Jantz as President of Chances R. The President of Chances R and

Shareholders shall then take the following action:

1.2.1 Chances R by and through its President shall make a loan application to Cornerstone Bank of York, Nebraska for \$560,000.00.

1.2.2 Upon approval and funding of the loan by Cornerstone Bank to Chances R, then Chances R on the Closing Date shall redeem the 85 Shares owned by Shareholders in Chances R for the sum of \$700,000.00 plus adjustments provided for in 1.3.1, by Chances R paying Shareholders \$560,000.00 in liquid funds on Closing Date and on Closing Date, the President of Chances R shall sign a Promissory Note to Shareholders in the amount of \$140,000.00 payable over 5 years, with semiannual principal and interest payments of \$15,000.00 starting May 15 and November 15 of 2022 and on the same dates thereafter with interest accruing at 4.5% until the Note is paid in full and Buyer shall sign a personal Guaranty to Shareholders; and

1.2.3 Chances R and Buyer shall pay Shareholders that portion of the Employee Retention Credit (ERC) earned by Chances R during and through the Date of Closing upon receipt of the same by Chances R after closing.

1.3 Additional Conditions. Chances R and Buyer further agree to the following additional consideration, conditions, adjustments and exclusions:

1.3.1 The \$700,000.00 valuation for the redemption of Shareholders Shares was determined by Shareholders being responsible for accounts payable through Closing Date from cash and accounts receivable through Closing Date. If the receipts are greater than the payables then the redemption price will be increased by the difference and Chances R will pay the difference to Shareholders within 30 days of the Closing Date. If the payables are greater than the receipts then the \$140,000.00 Note from Chances R to Shareholders will be reduced by said amount.

1.3.2 All inventory that is located at Chances R on the Closing Date is the property of Chances R and Chances R will pay all liabilities and expenses received after the Closing Date, and will pay all payroll and taxes relating thereto after the Closing Date.

1.3.3 Buyer and Chances R will honor all gift certificates presented at Chances R after the Closing Date.

1.3.4 Buyer and Chances R will contact the Liquor Control Commission and make application to change the license due to the change in control of Chances R.

2. PURCHASE AND SALE OF EQUITY INTERESTS

2.1 Equity Interest Transaction. On and subjected to the terms and conditions of this Agreement, Buyer agrees to purchase from Shareholders, and Shareholders agree to sell, transfer and convey to Buyer, free and clean of all liens, encumbrances and restrictions of any nature whatsoever, all Equity Interests in S&T for the consideration specified below in Section 2.2. The effective date fo the purchase and sale transaction contemplated by this Agreement shall be September 30, 2021 at 10:00 a.m. on the Closing Date (the "Effective Date")

2.2 Purchase Price. The aggregate purchase price for the Equity Interests shall be the following:

2.2.1 Buyer shall pay a \$1,000.00 deposit paid to Michael J. Murphy, Attorney, Trust Account, upon execution of this Agreement; and

2.2.2 On the Closing Date, Buyer shall pay Shareholders \$499,000.00 immediate available funds less any 2020 real estate taxes due and owing and less the real estate taxes for 2021 prorated to the Closing Date.

3. VOTING RIGHTS, DISTRIBUTION RIGHTS

3.1 Voting Rights; Distribution Rights. Buyer acknowledges and agrees that all the issued and outstanding Shares in Chances R are voting shares and accordingly contains voting power or rights. The Parties acknowledge that the mechanics and logistics of redeeming and canceling share certificates and executing the Closing instruments and documents that are contemplated by this Agreement may occur after the Effective Date. Notwithstanding that potential delay, the Parties agree that all equitable right, title and interest in and to Chances R shall pass to Buyer as of the Effective Date even though a change in record title may not be accomplished until a later date. The Parties agree to take all steps as may be necessary and appropriate in order to accomplish the transfer of legal title to Buyer's shares and consummate the other portions of this Agreement as expeditiously as possible.

4. CLOSING

4.1 Closing. Subject to the terms and conditions set forth in this Agreement, the payment of the Purchase Price and redemption of Shares and the transfer of shares to Buyer (the "Closing") shall be coordinated through Michael J. Murphy, Shareholder's attorney, and take place on September 30, 2021 at 10:00 a.m. or on such date as the parties may mutually agree.

4.2 Closing Deliveries. At the Closing, the Parties shall deliver the following documents, and take the following actions, all of which deliveries and actions shall be deemed to occur simultaneously and non of which shall be effective until all have occurred:

a. *Buyer Deliveries:* Buyer shall deliver, or cause to be delivered to Shareholders:

- i. the Purchase Price as contemplated pursuant to Sections 1.2, 1.3 and 2.2;
 - ii. Guaranty to Shareholders signed by Buyer;
 - iii. any other documents and agreements as may be contemplated by this Agreement or as necessary to affect the Closing of the Agreement;
- b. *Shareholders's Deliveries*: Shareholders will deliver and/or cause to be delivered, as the case may be, to Buyer/Chances R:
- i. all certificates representing the Shares to be redeemed;
 - ii. a resignation duly executed and delivered by Shareholders, resigning from all officer and director positions with Chances R;
 - iii. a Noncompetition Agreement, on terms agreed upon, duly executed by Shareholders;
 - iv. a Service Agreement, on terms agreed upon, to supply consulting services, duly executed by Tom Vanous;
 - v. for Chances R, a certificate of good standing (or its equivalent) certified by the secretary of state;
 - vi. Bill of Sale transferring the Equity Interests from Shareholders to Buyer.
 - vii. such other documents and agreements as may be contemplated by this Agreement or as necessary to complete the Closing of this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF SHAREHOLDERS

Shareholders hereby represent and warrant to Buyer that the following are true and correct as of the date of this Agreement and will be true and correct as of the Closing Date.

5.1 Shareholders have full power and authority to execute and deliver this Agreement and to perform the obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Shareholders, enforceable in accordance with its terms and conditions. Shareholders need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Authority or Person in order to consummate the transactions contemplated by this Agreement.

5.2 Neither the execution and the delivery of this Agreement, nor the

consummation of the transactions contemplated hereby, will (a) violate any Law to which the Shareholders or Chances R are subject; (b) violate any provision of the Articles of Incorporation of bylaws, as amended, or any resolution adopted by the board of directors or Shareholders of Chances R, or the Operating Agreement of S&T.

5.3 Shareholders are the sole and exclusive record and beneficial holders and owners of the Shares, free and clear of any pledges, liens, claims, or options, and Shareholders have full right, power and authority to sell the Shares and Equity Interests as provided herein.

5.4 Upon consummation of the transactions contemplated by this Agreement, Buyer will receive 100% ownership of Chances R and 100% of the Equity Interests, free and clear of any liens, encumbrances or restrictions of any nature whatsoever, EXCEPT the debt to Cornerstone Bank and Shareholders provided for in this Agreement.

5.5 Upon redemption of the Shares and transfer of the Equity Interests, Buyer will be the title holder and beneficial owner of all common shares of Chances R and all Equity Interests in S&T, constituting one hundred percent (100%) ownership of each entity.

5.6 Chances R and S&T are a Nebraska corporation and limited liability company and are duly organized, validly existing and in good standing under the laws of Nebraska.

5.7 The entire authorized capital shares of Chances R consists of One Thousand (1,000) shares of common shares of which Eighty Five (85) shares of common shares have been issued and are outstanding, each with a par value of \$10.00 per share. Eight Five (85) shares are presently issued and outstanding as of the date of this Agreement and will be issued and outstanding as of the Closing Date, except for the 50 shares that will be issued to Buyer pursuant to this Agreement. The Shares are duly authorized, validly issued and fully paid, and non-assessable. There are not outstanding or authorized options, warrants, purchase rights, subscription rights, conversation rights, exchange rights, pre-emptive rights or other agreements or commitments that could require Chances R to issue, see, or otherwise cause to become outstanding, any of its capital shares.

5.8 Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Chances R and S&T are subject or any provision of the charter of bylaws; or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party of the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which Chances R and S&T are a party or by which either is bound or to which any of their assets are subject (or result in the imposition of any lien upon any of its assets). Chances R and S&T do not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the parties to consummate the

transaction contemplated by this Agreement, except the Nebraska Liquor Commission as to the Chances R liquor license.

5.9 There are no judgments unsatisfied nor any claims known to the Shareholders or not filed in court proceedings, in mediation or arbitration of any kind against Chances R and S&T, or consent decrees or injunctions to which Chances R, S&T or Shareholders are subject, are no actions, suits, proceedings, hearings, investigations, audits, charges, complaints, claims or demands of any kind pending or, to the Shareholders knowledge, threatened, against or affecting Chances R and S&T or Shareholders, or the properties or business of Chances R and S&T, EXCEPT contamination exists under some of the S&T properties due to dry cleaning solvent and Buyer has full and complete knowledge of said issue.

5.10 Chances R and S&T have complied with all Laws applicable to it and the Business, including orders relating to employment matters, and has obtained all Permits required to conduct the Business, and such Permits are current and have not been revoked, suspended, canceled or terminated nor has notice been given of any threatened revocation, suspension, cancellation or termination.

5.11 The books of account and related records of Chances R and S&T, accurately and completely reflect all of its assets, Liabilities and transactions, applied on a consistent basis throughout the periods covered.

5.12 There are no arrearages in the payment of wages or salaries to any of the Chances R employees. Chances R has no oral or written employment agreements, deferred compensation arrangements or consulting arrangements with any employee, other person or entity or which is not terminable at will. Chances R has complied with all Laws relating to employment and has not committed any unfair labor practice.

5.13 Chances R has (i) filed in a timely manner all Tax Returns, forms, reports, statements or similar documents ("Tax Returns") required to be filed prior to the Closing Date, and such Tax Returns are true and complete in all respects; (ii) withheld or paid all Taxes, that are shown to be due in connection with or with respect to the periods or transactions covered by such Tax Returns, and withheld or paid all other Taxes as are due, except such as are being contested in good faith by appropriate proceedings (to the extent that any such proceedings are required) and with respect to which Chances R is maintaining reserves or accruals in its Financial Statements in an amount equal to the Taxes being contested; (iii) collected all taxes that Chances R is required to collect, and to the extent required, paid such taxes to the proper Authority; and (iv) maintained accruals and reserves in their Financial Statements which are in all respects adequate to cover any Liability for Taxes.

5.14 Chances R does maintain employee benefit plans governed by the Employee Retirement Income Security Act of 1974, as amended.

5.15 No covenant, representation or warranty by the Shareholders, and no written

statement, schedule or certificate furnished or to be furnished by the Shareholders pursuant hereto or at the Closing hereunder, contains or will contain any untrue statement of a material fact, or will omit to state a material fact necessary to provide Buyer with complete and accurate information as to the Shareholders, the Chances R and S&T, the Business or the assets of the Chances R and S&T or to make the statements therein not misleading.

EXCEPT AS SET FORTH ABOVE, SHAREHOLDERS MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND RELATIVE TO CHANCES R AND S&T, ANY ASSETS OR LIABILITIES OF THE CHANCES R AND S&T, OR SHAREHOLDERS'S SHARES THEREIN. THIS AGREEMENT CONSTITUTES AN "AS IS" TRANSFER OF SHARES, AND EQUITY INTERESTS OTHER THAN REPRESENTATIONS AND WARRANTIES AS LISTED HEREIN.

6. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Shareholders that, the following are true and correct as of the date of the Agreement and will be true and correct as of the Closing Date:

6.1 That Buyer has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and to perform Buyer's obligations under this Agreement.

6.2 That the execution, delivery and performance of this Agreement by Buyer does not, and will not, conflict with, result in the breach of, or constitute a default or violation under any Law, or of any agreement, indenture or other instrument to which such Buyer is a party or by which Buyer is bound.

6.3 Other than as expressly contemplated by this Agreement, there are no consents of third parties or approvals of any governmental authority required to be obtained by Buyer in order to consummate the transactions contemplated by this Agreement, except for approval of the liquor license transfer.

6.4 No broker or finder has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commissions in respect of such transactions based upon agreements, arrangements or understandings made by or on behalf of Buyer.

7. PRE-CLOSING COVENANTS

The Parties covenant and agree as follows with respect to the period between the date of this Agreement and Closing:

7.1 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by

Buyer in each instance, Shareholders shall cause Chances R and S&T to do as follows:

- a. conduct the Businesses in the same manner as presently being conducted and refrain from entering into any transaction or contract other than in the Ordinary Course of Business;
- b. not enter into any written employment agreement or commitment to employees (including any commitment to pay retirement, severance or other benefits);
- c. not to (i) create or incur any Indebtedness except in the Ordinary Course of Business in an amount not exceeding \$5,000.00; (ii) enter into or terminate any lease of real estate; (iii) create any subsidiary; or (iv) authorize or make any change in the capital structure of Chances R;
- d. not make any capital expenditure or capital expenditure commitment, or enter into any lease, as lessee, of capital equipment, except in the Ordinary Course of Business; and
- e. not sell any asset or make any commitment relating to its assets other than in the Ordinary Course of Business.
- f. not take or omit to take any action, which, if taken or omitted prior to the Closing, would constitute a breach of any representations, warranties, or covenants of Shareholders in this Agreement, including the taking of any action, or omitting to take any action, that would cause or could reasonably be expected to have a material adverse effect.

7.2 Preservation of Business. Shareholders will cause Chances R and S&T to keep the Businesses and its properties substantially intact, including its present operations, physical facilities, working conditions, and relationships with licensors, suppliers, customers and employees.

7.3 Notice of Developments. Shareholders will give prompt written notice to Buyer of any material adverse development causing a breach of any of the representations and warranties above (as if such representations and warranties were given as of such time). Buyer will give prompt written notice to Shareholders of any material adverse development causing a breach of any of its representations and warranties in above (as if such representations and warranties were given as of such time). Notwithstanding the foregoing, no disclosure by any party pursuant to this Section shall be deemed to amend or supplement the schedules attached hereto or to prevent or cure any misrepresentation, breach of warranty or breach of covenant.

7.4 Access to Information. From the date of this Agreement until the Closing, Shareholders shall (a) afford Buyer and its representatives full and free access to and the right to inspect all of the real property, properties, assets, premises, books and records,

contracts, and other documents and data related to the Businesses; (b) furnish Buyer and its representatives with such financial, operating and other data and information related to the Businesses as Buyer or any of its representatives may reasonably request; and (c) make the employees of the Businesses reasonably available to Buyer.

7.5 Miscellaneous Covenants.

a. Expenses. Chances R will pay all expenses incident to the transactions contemplated by this Agreement which are incurred by either Party or their representatives.

b. No Assignment. No assignment by Buyer of any part of this Agreement or any right or obligation hereunder may be made without the prior written consent of all other parties, and any assignment attempted without that consent will be void.

c. Prior Acts. Prior to the Effective Date, Shareholders shall not vote affirmatively to change the Articles of Incorporation or bylaws of Chances R or the authorized or issued capital Shares of Chances R (of which there is currently Eighty-Five (85) shares of issued and outstanding common Shares), except issuance of the 50 shares to Renee I. Jantz, and shall not vote affirmatively to cause Chances R or S&T to alter their corporate existence or powers and shall use Shareholders's reasonable best efforts to maintain the goodwill and employees of Chances R's business.

7.6 Closing Current Liabilities. At least three (3) days before Closing, Chances R and Shareholders shall deliver to Buyer its good faith estimation of all current liabilities of Chances R as of close of business on the day before the Closing Date, which shall include, but not be limited to: accounts payable, accrued expenses, wages payable, payroll liabilities and all other current liabilities, plus customer deposits.

7.7 Closing Accounts Receivable. On the day before Closing, Shareholders and Chances R shall deliver to Buyer a complete and accurate list of all outstanding accounts receivable of Chances R as of close of business on the day before the Closing Date.

8. POST-CLOSING COVENANTS

The Parties covenant and agree as follows:

8.1 General. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties shall take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party.

8.2 Access to Information and Retention of Records. Without limiting the

generality of Section 8.1, Shareholders and Buyer shall cooperate fully with each other after the Closing so that each Party has access to the Business records, contracts, and other information existing at the Closing Date and relating in any manner to the transfer/redemption of shares, the assets, the Liabilities, or the conduct of the Business (whether in the possession of Shareholders or Buyer).

8.3 Transition. Shareholders shall not take any action that is intended to have the effect of discouraging any licensor, customer, supplier, sales representative, dealer, distributor or other business associate of Chances R from maintaining the same business relationships with Chances R after Closing as it maintained with Chances R prior to Closing. Shareholders shall refer all inquiries relating to the Business to Buyer from and after Closing.

8.4 Employees. Shareholders shall use reasonable efforts to cause all employees of Chances R to remain with Chances R at and after the Closing Date.

8.5 Tax Matters.

a. At its sole cost and expense, Chances R shall prepare and file or cause to be filed the Federal and State 2021 tax return(s) of Chances R and S&T that are to be filed after the Closing Date.

b. Chances R has elected to carry forward the net operating loss for tax year 2021. Chances R is a C-corp and Chances R will be responsible for any taxes (Federal and State) that are due and payable for the 2021 tax year. Shareholders shall have no responsibilities for federal and/or state taxes of Chances R for tax year 2021 or thereafter.

c. S&T is a limited liability company and said tax return for S&T will be filed by Buyer and S&T will elect to cut-off and allocate the net income to Shareholders through the Closing Date and to Buyer from Closing Date to end of the tax year.

d. Each party shall provide the other with such assistance as may reasonably be required in connection with the preparation of any tax return and the conduct of any audit or other examination by any taxing Authority or in connection with judicial or administrative proceedings relating to any Liability for Taxes.

9. TERMINATION

This Agreement may, by notice given prior to or at the Closing, be terminated:

9.1 Material Breach. By either Shareholder or Buyer if a material breach of any provision of this Agreement has been committed by the other party and such breach has not been waived or cured within ten (10) days of the breaching Party's receipt of written

notice of such breach from the non-breaching Party;

9.2 Mutual Consent. By mutual written consent of Shareholders and Buyer;

9.3 By Buyer. By Buyer if any of the conditions precedent to Buyer's obligation to close have not been, or if it becomes apparent that any of such conditions will not be, satisfied by Closing, or waived by Buyer (unless the failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing); or

9.4 By Shareholders. By Shareholders if any of the conditions precedent to Shareholders's obligation to close have not been, or if it becomes apparent that any of such conditions will not be, satisfied by Closing, or waived by Shareholders (unless the failure shall be due to the failure of Shareholders to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing).

9.5 Effect of Termination. In the event of the termination of this Agreement in accordance with this Section 9, this Agreement shall forthwith become void and there shall be no Liability on the part of any Party hereto except: (a) as set forth in Section 10.1; and (b) any Liability of any Party in breach of any provision hereof.

10. MISCELLANEOUS

10.1 Costs. Except as otherwise provided in this Agreement, if any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding, in addition to any other relief to which it or they may be entitled.

10.2 Entire Agreement and Modification. This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes (along with the other agreements and documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by all parties hereto.

10.3 Assignments, Successors, and No Third-Party Rights. Buyer shall not have any right to assign any of its rights under this Agreement. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

10.4 Counterparts: Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Copied, faxed and digitally imaged signatures shall be deemed originals.

10.5 Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered in person, sent by facsimile or electronic mail, or mailed, postage prepaid, either by registered or certified mail, return receipt requested, or overnight express carrier, addressed as follows:

If to Shareholder:

Thomas L. Vanous
1020 E. 3rd Street
York, NE 68467

With a copy to:

Michael J. Murphy, #12987
ANGLE, MURPHY & CAMPBELL, P.C., L.L.O.
617 Grant Avenue
PO Box 584
York, NE 68467
mjmurphy@windstream.net

If to Buyer:

Renee I. Rooney Jantz
1014 N. Burlington Avenue
York, NE 68467

Or to such other address as a party may designate for itself by notice given as herein provided. All notices sent pursuant to the terms of this Section 10.5 shall be deemed received (a) if personally delivered, then on the date of delivery; (b) if sent by facsimile or electronic mail, on the day sent if during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; (c) if sent by overnight, express carrier, on the next business day immediately following the day sent; or (d) if sent by registered or certified mail, on the earlier of the third (3rd) business day following the day sent or when actually received.

10.6 Further Assurances. In case at any time before or after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement or the transactions contemplated thereby, each of the Parties hereto will take such further action (including the execution and delivery of such further instruments and documents) as any other party hereto may reasonably request, all at the sole cost and expense of the requesting party. Shareholders acknowledges and agrees that from the date of Execution of this Agreement, Buyer will be entitled to possession of all documents, books, records (including tax records), agreements and financial information of any sort relating to Company.

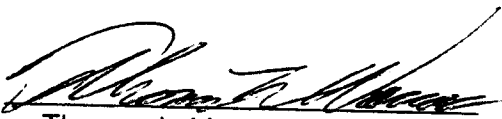
10.7 Waivers. Compliance with the provisions of this Agreement may be waived only by an instrument in writing executed by the Party granting the waiver. The failure of

any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect the right of such party at a later time to enforce the same or any other provision of this Agreement. No waiver of any condition or of the breach of any term contained in this Agreement in one or more instances shall be deemed to be or be construed as a further or continuing waiver of such condition or breach or of any other condition or of the breach of any other term of this Agreement.

10.8 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to the conflicts of laws principles thereof. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal and state courts located in York County, Nebraska, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding, and irrevocably waives any venue objections.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

SHAREHOLDERS:

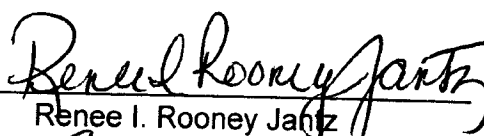
By: 
Thomas L. Vanous

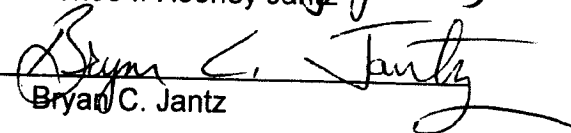
By: _____
Suzanne L. Vanous

Chances R, Inc.

By: 
Thomas L. Vanous, President

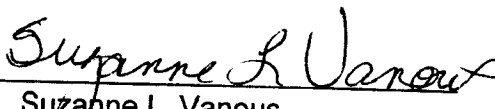
BUYER:

By: 
Renee I. Rooney Jantz

By: 
Bryan C. Jantz

S&T Properties, LLC

By: 
Thomas L. Vanous

By: 
Suzanne L. Vanous

ANDERSON

www.AndersonAutoGroup.com

October 7th, 2021

York Police Department
Chief Edward Tjaden
315 N. Grant Ave
York, NE 68467
402-363-2640

State Contract # 15418

- 2022 Ford Police Utility Vehicle AWD: \$34,496
- Cargo lamp-included
- White exterior-included
- 3.3L V6 automatic-included
- Cloth front seats/rear vinyl seats: (-\$40)
- Driver side LED spotlights-included
- Deep tint glass-\$395
- Tow package-included
- Rear view camera (placement in mirror)-included
- Courtesy lamp disabled-included
- Wheel center caps-included
- 100 watt siren speaker—included
- Remote keyless entry with key fobs-\$340
- Push bumper: \$299
- Front led's: \$99
- Weather tec floor mats-included

Total Price: \$35,589

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521/Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN



LINCOLN NORTH
2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH
3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND
120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH
2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000

RESOLUTION NO.

WHEREAS, The Mayor and City Council of the City of York, Nebraska recognize that the City allows the York College and local schools to use its athletic facilities and fields and the City incurs labor and expense in the preparation of its athletic facilities and fields by other users, and the City should be reimbursed for the labor and expense that it incurs in the preparation of its fields and facilities for the college and schools.

NOW, THEREFORE, BE IT RESOVLED that the following charges will be imposed by the City to York College and schools for the use of its athletic facilities.

The city will charge for the paint used to mark the East Hill Park football field. The College/School will pay for the materials and the City will provide the labor.

A minimum of 48 hours must be given to the Parks and Recreation Department to obtain field preparation by the City. The City may deny field and facility usage if the weather or field conditions pose a risk of harm to participants and/or the facility or field.

Users may prepare a field for an activity/event themselves at no charge by the City. Only vehicles designated or approved by the City are allowed on the playing fields. The City may grant permission for the storage of a user's equipment.

Dated this 21st day of October, 2021

Barry Redfern, Mayor

ATTEST:

C. Jean Thiele, City Clerk

Midwest Floor Covering, Inc.

Commercial Flooring Contractors

BUDGET PROPOSAL

DATE	<u>October 4, 2021</u>	CUSTOMER	<u>York Community Center</u>
JOB NAME	<u>Community Center</u>	CONTACT	<u>Bob Ailor</u>
LOCATION	<u>211 E 7th Street</u>	PHONE	<u>402-366-5395</u>
	<u>York, NE 68467</u>	TAX INFO	<u>Exempt</u>

We hereby submit our estimate for:

CARPET TILE: Mannington "Sketch" Tile; Color 15217 Bourough

LVT: Mohawk "Optic Hues" Tile; Color 932 Gravel

RUBBER TILE: Tarkett Dropzone 8mm Interlocking Tile; Color DZ02 Grey (10% Color)

RESILIENT BASE: Burke 4" Cove standard base; Color 701 Black

WE PROPOSE hereby to furnish material and labor -- complete in accordance with the plans, drawings and specifications for said building for the sum of:

\$58,188.00

Fifty-Eight Thousand One Hundred and Eighty-Eight Dollars

NOTE: This proposal may be withdrawn by us if not accepted within 10 days from letting date.

The following notes are part of this bid proposal & will be incorporated into the contract documents:

All material as specified or per our notes and all work is guaranteed to be completed in a workmanlike manner according to industry standards for a period of one year from date of installation.

Any alteration or deviation from specifications involving extra cost will be executed only upon written orders and will become extra charges beyond this estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. All installation to be by non-union, independent contract labor. Lights, HVAC, dumpsters, power and dust control by others.

OTHER SPECIAL NOTATIONS:

Demo of existing floor covering, base, adhesives, concrete sealers, etc., by others.

Vacuuming, waxing, sealing, caulking, protection and final clean up by others.

Includes minor floor prep only. Any floor corrections or leveling by time and material.

Work to be completed in one phase during normal working hours.

All furniture and equipment moving by others.

Material payment required prior to ordering materials.

**ALL Warranties are void at all areas where chemical abatement has been performed.

Any cutback (black glue) residue will need to be sealed on a time and material basis.

THANK YOU Steve McGinnis

3725 Touzalin Avenue

Lincoln, NE 68507

402/466-5626

fax 466-6291

Accepted by: _____

Print Name: _____

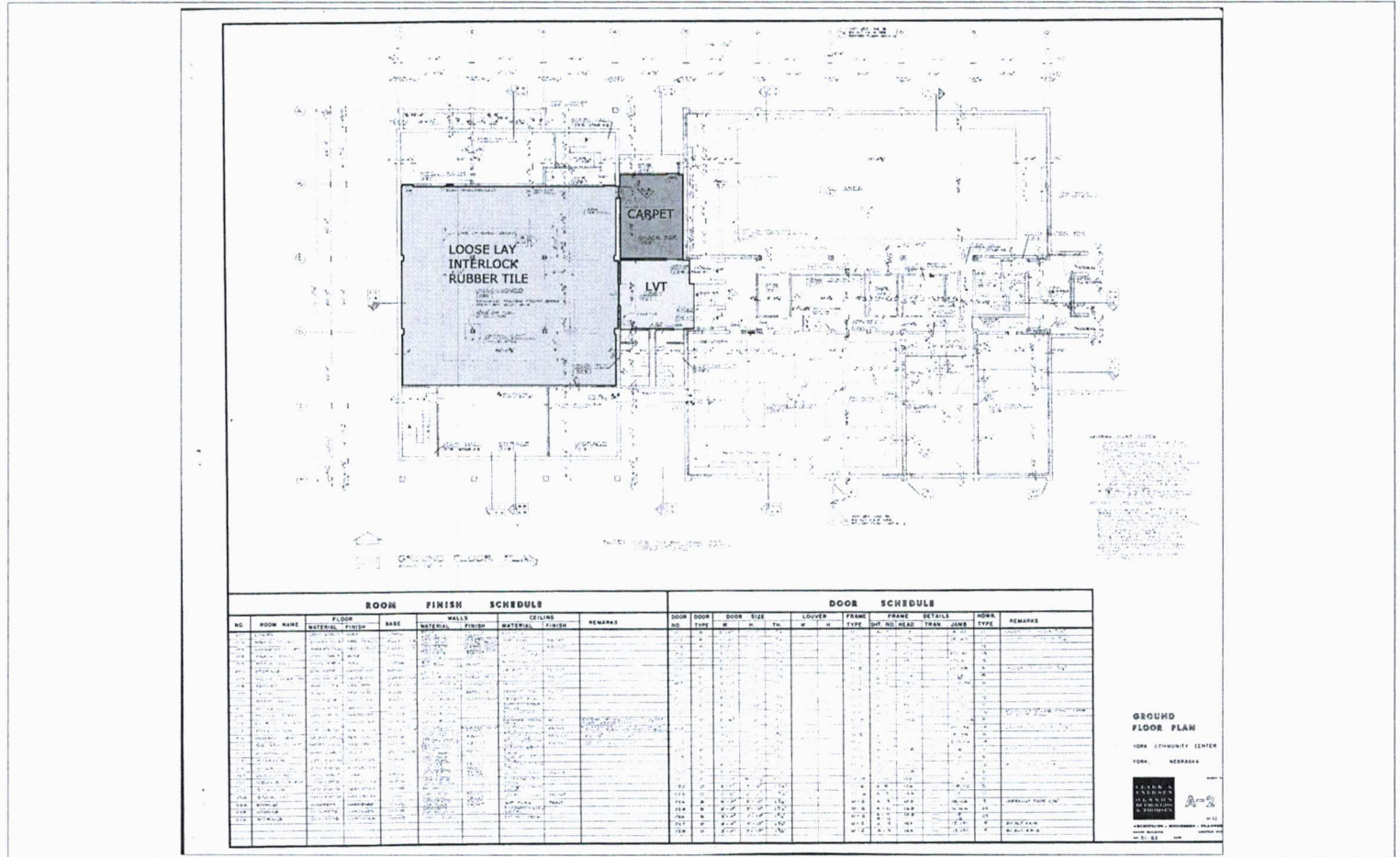
Date: _____

York Community Center

04 October 2021 : Second Floor
 Summary Report



Scale 1:430 (original drawing scale 1:96)



QUOTE



Account Name: City of York, Park & Recreation NE
 Project Name: Harrison Park, NE
 Project ID: 30888
 Bill To Name: City of York, Park & Recreation NE
 Bill To Address:
 Contact Name: Patrick Pierce
 Email: patrick.pierce@crs4rec.com

Created Date: 9/30/2021 10:37 AM
 Quote Number: QUO-10041-Q1T7T9
 Quote Name: Verison B_phase 1
 Prepared By: Kathelyn Vezina
 Email: KVezina@vortex-intl.com

Product No.	Product Name	Description	QTY	Sales Price (Per Unit)	Sales Price
104379-304L	Activator N°3(SW, PC)		1	2,704.00	2,704.00
103777-304L	Fountain Spray N°2 (EM)		1	520.00	520.00
101253-304L	Geyser N°1 (EM)		2	468.00	936.00
101126-304L	Jet Stream N°1 (EM)		3	468.00	1,404.00
103080-304L	PlaySafe Drain No.4		1	1,248.00	1,248.00
102944-304L	RAINBOW N°2 (SW,PC)		1	12,480.00	12,480.00
102620-304L	Sparkle No.1		2	728.00	1,456.00
12010	Buying Group - Products	Buying Group	1	(2,250.00)	(2,250.00)
	Custom WDS	See Description Below	1	16,188.00	16,188.00
55002.0010R01	TOOL KIT #0	TOOL KIT #0	1	0.00	0.00
55002.0070R01	TOOL KIT #1 :SECURITY BITS (ALL)	TOOL KIT #1 :SECURITY BITS (ALL)	1	0.00	0.00
55002.0090R01	TOOL KIT #3 : 2 PIN KEY	TOOL KIT #3 : 2 PIN KEY	1	0.00	0.00
55000.0570R02	Safeswap N°2		3	832.00	2,496.00
55000.0430R02	Safeswap N°1		2	832.00	1,664.00
49000.0357R02	Safeswap Spraycap Kit-Medium- Geyser		3	780.00	2,340.00
49000.0356R02	Safeswap Spraycap Kit-Large- Geyser		1	780.00	780.00
49000.0385R02	Safeswap Spraycap Kit-Large- Rooster		1	780.00	780.00
19030	Freight Fee	Freight Fee	1	2,600.00	2,600.00
18020	Packaging Fee	Packaging Fee	1	950.00	950.00

QUOTE



Additional Information

WDS ECCC 10V BFP PR 2x2" FT Maestro 120V

Water Distribution System
Serial Number: 30888D1904R01

ECCC Cabinet Command Center - Flow-Through
Double 2" Inlet
With Pressure Regulator; Backflow Preventer Installed
Controller Installed in Equipment
0 Additional Output
1 Activation Device

5x 1-1/2" PVC Solenoid Valve Line
5x 1-1/2" PVC Solenoid Valve Line
1x Maestro Controller, Flow-Through Standard 16 out / 8 in 120V

Total Summary

Customer Signature:

Cheree Folts, Director, 10-13-21

**Enquire about our cooperative purchasing programs.
Thank you for doing business with us!**

Products:	44,996.00
Discount:	(2,250.00)
Transport:	3,550.00
Subtotal:	46,296.00
Total:	46,296.00
Currency:	US Dollar

Terms & Conditions

Products Payment Terms: Product <\$100K: 50% deposit at PO, 50% Net 45

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms

Vortex Aquatic Structures International, Corporate Headquarters
7800 Trans Canada, Pointe-Claire, Québec, Canada, H9R 1C6
Tel: +1-514-694-3868 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

Vortex Aquatic Structures International, USA Office
11024 Bailey Road Suite C, Cornelius, North Carolina, USA, 28031
Tel: +1 (704) 280-09271 or 1-877-586-7839 (USA & Canada)
Email: info@vortex-intl.com Website: vortex-intl.com

QUOTE



Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the "Purchase Price") shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods and services included in the Purchase Contract as amended from time to time. Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, title to and right to possession of such products shall remain with Vortex until the Purchase Price and all sums due or become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected to the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times areas contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

Vortex reserves the right to refuse a Customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the Customer. All fees related to the delivery will be the sole responsibility of the Customer and will be borne by them. Storage fees will be charged if the Customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support

QUOTE



Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OHSA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation; resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.

Pricing is valid for a period of 90 days.

QUOTE



X

Name

Title

ORDINANCE NO. 2300

AN ORDINANCE TO AMEND CHAPTER 35. TAXATION, ARTICLE III OCCUPATION TAX, TO ADOPT ADDITIONAL REGULATIONS, REVISE FEES AND REPEAL SECTIONS FROM THIS CHAPTER; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 35 Taxation, Article III. Occupation Tax is amended to enact, amend and repeal the following sections of this Ordinance:

I. Section 35-48 is enacted as follows:

Sec. 35-48. Identification with business vehicles.

All motor vehicles utilized by licensed contractors while being so utilized, shall be conspicuously marked with the individual, firm or corporate name and telephone number under which said business is conducted.

II. Sec. 35-54. Auctioneers is repealed.

III. Sec. 35-57. Billard halls, pool rooms is repealed.

IV. Sec. 35-59. Bowling alley is repealed.

V. Sec. 35-63. Circus, menagerie is repealed.

VI. Sec. 35-69. Electric service company is repealed.

VII. Sec. 35-72. General contractor is amended as follows:

Sec. 35-72. General contractor.

There is hereby levied and imposed upon each general contractor, construction contractor or sub-contractor doing business within the city an occupation tax as follows:

Per year \$100.00

VIII. Sec. 35-83. Skating rink is repealed.

IX. Sec. 35-88. Tree surgeons is amended as follows:

Sec. 35-88. Tree surgeons.

There is hereby levied and imposed upon each tree surgeon doing business within the city an occupation tax as follows:
Per year \$100.00

X. Sec. 35-89 Water service company is repealed.

Section 2. Except as amended herein Chapter 35 Taxation, Article III, Occupation Tax shall remain in full force and effect.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED by the York City Council this _____ day of _____, 2021.

Barry Redfern, Mayor

ATTEST:

C. Jean Thiele, City Clerk

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ARTICLE III. OCCUPATION TAX¹

DIVISION 1. GENERALLY

Sec. 35-32. Imposed.

There is hereby levied an occupation tax upon each and every occupation or business carried on within the city as hereinafter specified and enumerated.

(Code 1955, § 14-201)

Sec. 35-33. Payment of tax.

Every person carrying on any occupation or business specified in this article within this city shall pay to the city clerk-treasurer annually, or otherwise as provided in this article, the sum hereinafter named, as a tax upon the occupation or business.

(Code 1955, § 14-201)

Sec. 35-34. Disposition, use of proceeds.

All money paid into the city treasury under the provisions of this article shall be a part of the general fund of the city.

(Code 1955, § 14-201)

Sec. 35-35. Exceptions.

It is hereby declared that the provisions of this article shall not extend to or affect individuals selling livestock, meat, butter, eggs, vegetables, fruit, hay, grain, honey and fuel raised or produced by said vendors or their employees; provided, that the sale or offering for sale of said products and commodities in the city shall be prima facie evidence in any action brought for the collection of an occupation tax hereunder, or for the prosecution of any person for the violation of this article, that the same were not raised nor produced by said vendors.

All scientific and literary lectures, entertainments and concerts, as well as other entertainments given exclusively by the citizens of this city, shall be exempt from such tax.

(Code 1955, § 14-202)

¹Cross reference(s)—Alcoholic beverages, Ch. 5; amusements, Ch. 6; food and food handlers, Ch. 15; Junk and junkyards, Ch. 17; mobile home courts, § 21-13 et seq.; pawnbrokers, Ch. 25½ peddlers, Ch. 26.

State law reference(s)—Occupation tax, R.R.S. 1943, § 16-205.

Sec. 35-36. Interstate or government business.

The occupation tax levied by this article is not levied upon any business or occupation which is interstate or which is done or conducted by any department of the government of the United States, the state, or city or the officers of either as such in the course of its or their official duties, or by any county or subdivision of this state or its officers as such.

(Code 1955, § 14-203)

Sec. 35-37. When due.

On all occupants and businesses on which an occupation tax is levied under this article at a yearly rate, the year for such tax shall be deemed to begin with the first day of May of each year and shall end on the last day of April following; and the occupation tax for that year shall be due and payable in advance on the first day of May of every year and thereafter shall be delinquent.

On all occupations or businesses on which an occupation tax is levied at a monthly, daily or weekly rate, the tax shall be due and payable in advance before the business begins, for the number of months, days or weeks, as the case is, for which the occupation or business is to be carried on within the taxing year.

(Code 1955, § 14-204)

Sec. 35-38. Manner of payment.

Every occupation tax levied at a daily or yearly rate, or other rate, must be paid in one (1) payment in advance before the business is commenced whether receipt is issued at the beginning of the day, year or other term, or at any time thereafter, but no such receipt shall be issued at the beginning of the day, year or other term for any certain time less than the day, year or other term.

(Code 1955, § 14-207)

Sec. 35-39. To whom paid.

The tax levied by this article shall be paid to the city clerk-treasurer who, upon payment thereof by any person shall issue a receipt therefor to the person paying the same, properly dated and specifying the person for whom and for what purpose the tax is paid.

(Code 1955, § 14-206)

Sec. 35-40. Effect of receipt.

The receipt for the payment of a tax levied by this article shall be the warrant and proper authority of any person to carry on and conduct the business specified in such receipt and for which the tax was paid.

(Code 1955, § 14-206)

Sec. 35-41. Refunds prohibited.

No person paying an occupation tax under the provisions of this article shall be entitled to a refund of any part of such tax for any reason.

(Code 1955, § 14-207)

Sec. 35-42. Clerk's records.

The city clerk-treasurer shall keep a proper account of every tax paid him under the provisions of this article.

(Code 1955, § 14-206)

Sec. 35-43. Non-assignable.

No receipt issued for the payment of a tax levied under the provisions of this article shall be assignable.

(Code 1955, § 14-206)

Sec. 35-44. Failure to pay; collection by clerk.

Upon the failure of any person to pay any tax levied by this article, and which, when the demand is made by the city clerk-treasurer, appears not to have been paid, such clerk-treasurer shall immediately attempt to collect the same by distress or sale of the personal property of any such person in the manner provided for levy and sale on execution issued by court of appropriate jurisdiction. This section shall be sufficient authority to the clerk-treasurer for making the distress and sale and the clerk-treasurer shall be entitled to such fees out of the property distrained and sold, for making the distress and sale, as constables receive for making levy and sale under execution. The costs created by reason of the distress and sale shall be paid out of the property levied upon in addition to the amount due on the occupation.

(Code 1955, § 14-208)

Sec. 35-45. Recovery by suit.

Whenever the city clerk-treasurer shall deem himself unable to collect any tax levied by this article, if the same is due and payable, he shall so report the same to the city attorney with authority and instruction to proceed by suit in the name of the city to collect the amount due the city. The remedies hereby prescribed shall not be exclusive of any other right of action available to the city, but merely cumulative.

(Code 1955, § 14-208)

Sec. 35-46. Suspension, revocation.

The privilege of doing or carrying on any occupation or business in this city granted to any person for the payment of the tax imposed by this article may be suspended or revoked by the city council for the violation of or noncompliance with any applicable provision of this Code, state law or city ordinance, rule or regulation by such person.

Sec. 35-47. Display of receipt.

Every person paying the tax imposed by this article and receiving a receipt therefor shall display such receipt in a conspicuous place in his place of business.

Sec. 35-48. Identification of business vehicles.

All motor vehicles utilized by licensed contractors while being so utilized, be conspicuously marked with the individual, firm or corporate name and telephone number under which said business is conducted.

Secs. 35-49—35-52. Reserved.

DIVISION 2. FEE SCHEDULE²

Sec. 35-53. Generally.

An occupation tax is hereby levied in the amounts specified on the various businesses and occupations listed herein and conducted or pursued within the city. For the purposes of this division, the catchlines of the sections set out herein shall be deemed substantive parts of the sections.

(Code 1955, § 14-202)

Sec. 35-54. Auctioneers. Delete this section.

There is hereby levied and imposed upon each auctioneer, not having a regularly conducted permanent place of business in this city, selling or offering for sale new goods or merchandise belonging to them or in their possession anywhere on private premises within this city doing business within the city an occupation tax as follows:

Per day\$5.00

Per 6 months25.00

Per year40.00

Provided, nothing herein contained shall be construed as permitting or allowing auctions upon the public streets, avenues or common grounds of the city. Provided further, this tax shall not apply to auctioneers engaged exclusively in the selling at auction of livestock, farm implements or the household goods and effects of any resident family.

(Code 1955, § 14-202)

Secs. 35-55, 35-56. Reserved.

Editor's note(s)—Ord. No. 2128, § 1, adopted May 21, 2015, repealed former §§ 35-55, 35-56 in their entirety. The subject matter and legislative history of these former sections are listed below.

Section	Subject	Legislative History
35-55	Bankrupt stock.	Code 1955, § 14-202
35-56	Billboard advertising	Code 1955, § 14-202

²Cross reference(s)—Fees for alcoholic beverages dealers, § 5-34; permit fee for peddlers, § 26-24; registration for electricians, §§ 13-67, 13-83; for plumbers, §§ 28-48, 28-59; license fee for radio, television installers, § 13-153.

Sec. 35-57. Billiard halls, pool rooms. Delete this section.

There is hereby levied and imposed upon each billiard hall or pool room doing business within the city an occupation tax as follows:

First table, per year\$50.00

Second table, per year15.00

Third table, per year10.00

Each additional table, per year5.00

(Code 1955, § 14-202)

Cross reference(s)—Billiard halls and pool halls, § 6-49 et seq.

Sec. 35-58. Reserved.

Editor's note(s)—Ord. No. 2128, § 1, adopted May 21, 2015, repealed former § 35-58 in its entirety which pertained to a tax imposed on bingo games and derived from Ord. No. 970, § 2, adopted in 1959.

Sec. 35-59. Bowling alley. Delete this section.

There is hereby levied and imposed upon each bowling alley doing business within the city an occupation tax as follows:

Per lane, per year\$5.00

(Code 1955, § 14-202)

Cross reference(s)—Bowling alleys, § 6-49 et seq.

Secs. 35-60—35-62. Reserved.

Editor's note(s)—Ord. No. 2128, § 1, adopted May 21, 2015, repealed former §§ 35-60—35-62 in their entirety. The subject matter and legislative history of these former sections are listed below.

Section	Subject	Legislative History
35-60	Bread, pastry, bakery products—Wholesale.	Code 1955, § 14-202
35-61	Same—Retail.	Code 1955, § 14-202
35-62	Bus company.	Code 1955, § 14-202)

Sec. 35-63. Circus, menagerie. Delete this section.

There is hereby levied and imposed upon each circus doing business within the city an occupation tax as follows:

Per day\$25.00

Combined with menagerie or other shows, per day50.00

Parade, where tent is outside city limits, per day25.00
(Code 1955, § 14-202)

Cross reference(s)—Amusements generally, Ch. 6.

Secs. 35-64—35-68. Reserved.

Editor's note(s)—Ord. No. 2128, § 1, adopted May 21, 2015, repealed former §§ 35-64—35-68 in their entirety.
The subject matter and legislative history of these former sections are listed below.

Section	Subject	Legislative History
35-64	Concessions.	Code 1955, § 14-202
35-65	Creamery company.	Code 1934, Ch. 15, § 5
35-66	Dance hall.	Code 1955, § 14-202
35-67	Dance, public.	Code 1955, § 14-202
35-68	Dry cleaners.	Code 1955, § 14-202

Sec. 35-69. Electric service company. Delete this section.

There is hereby levied and imposed upon each electric service company furnishing light, heat or power to the city or its inhabitants, whether selling electrical supplies, appliances or merchandise or not doing business within the city an occupation tax as follows:

Per year\$125.00

(Code 1955, § 14-202)

Sec. 35-69.1. Electricians.

There is hereby levied and imposed upon each electrical contractor, master electrician, journeyman electrician and apprentice electrician, doing business within the city an occupation tax as follows:

<i>Occupation Tax (per year)</i>	
Electrical contractor	\$100.00
Master electrician	100.00
Journeyman electrician	25.00
Apprentice electrician	5.00
Installer	50.00

(Ord. No. 1503, § 5, 4-11-85)

Sec. 35-69.2. Fireworks.

- (a) It shall be unlawful for any person to possess, sell, offer for sale, bring into this city, or discharge any pyrotechnics, commonly known as fireworks other than permissible fireworks as determined by the state fire marshal; provided, that the provisions of this section shall not apply to:

-
- (1) Any fireworks for purposes of public exhibitions or displays purchased from a licensed distributor or the holder of a display license to be issued by the state fire marshal, which license shall be good only for the calendar year and which shall not authorize the holder to sell or hold for sale any permissible fireworks as defined by the fire marshal or any firecrackers of any description, whether soft shell or hard shell;
 - (2) Any public exhibition or display by the City of York or its agents or employees;
 - (3) Any fireworks brought into this state for storage by a licensed distributor and held for sale outside of this state.
- (b) *Permit to sell fireworks.* It shall be unlawful for any person to sell or offer for sale permissible fireworks in the city without first having made application to the city clerk and obtaining a permit to do so from the clerk. The applicant for a permit shall pay a fee of one hundred dollars (\$100.00) at the time of submitting the application for each of the premises from which the fireworks are to be sold in the city and shall otherwise comply with all regulations and conditions as set forth herein, and all rules and regulations imposed by the state fire marshal, and all requirements under state statute. The application shall be filed with the city clerk and fee paid prior to the 24th day of June of each year.
- (c) *Dates and times of lawful sale.* Permissible fireworks may be sold or offered for sale in the city on June 28 through and including July 4 of each year between the hours of 9:00 a.m. and 11:00 p.m. A waiver of the restriction provided for by this section on the authorized time for the discharge of fireworks may be obtained only by a governmental entity or a licensed distributor or the holder of a display license from the mayor.
- (d) *Age limitation for selling fireworks.* Retail sales establishments shall, at all times, be supervised by a person of at least nineteen (19) years of age. Failure to comply with this regulation may result in the immediate revocation of the permit.
- (e) *Discharging fireworks where sold.* It shall be unlawful for any person to discharge fireworks in or upon the premises where fireworks are sold.
- (f) *Permit and insurance requirements.* Any person desiring to sell any permissible fireworks as set forth in this section, shall make application on a form prepared by the city clerk and approved by the chief of the fire department. Said application for a permit to sell permissible fireworks shall provide the following information:
- (1) The name and residence address of the applicant;
 - (2) Location of the premises for which the permit is sought;
 - (3) The address or legal description of the premises, an accurate drawing or plat showing the location of the structure, and a description of the structure to be used and the location of the structure on the premises;
 - (4) Where the inventory will be stored;
 - (5) When the inventory will arrive;
 - (6) Where the inventory will be stored during the off season;
 - (7) A copy of the certificate of insurance for the premises in the amount of one million dollars (\$1,000,000.00) per occurrence/two million dollars (\$2,000,000.00) aggregate coverage, naming the City of York as an additional insured.
- (g) *Dates and times of lawful discharge of fireworks.* Permissible fireworks may be discharged, exploded, or used in the city on June 28 through and including July 4 of each year; provided that on such days the discharge and explosion of fireworks shall be permitted during the following times:
- June 28 through July 3 9:00 a.m. to 11:00 p.m.

July 4 9:00 a.m. to midnight

- (h) *Penalty for unlawful discharge of fireworks.* The sale, discharge or exploding of fireworks within the city on any dates or times other than as set out in this section shall be unlawful and shall be subject to a penalty of not less than twenty-five dollars (\$25.00) nor more than one hundred dollars (\$100.00). Each separate sale, discharge or explosion of fireworks within the city other than as permitted in this section shall constitute a separate offense.
- (i) *Declaration of emergency.* The mayor, in the event of drought conditions, shall have the authority to make an emergency declaration banning the discharge of fireworks within the city. Said emergency declaration shall have the force of law and violations of the declaration shall be punishable as set forth in this Section.

(Ord. No. 1020, § 2, 6-13-63; Ord. No. 1914, §§ 1—9, 9-16-04; Ord. No. 1982, §§ 1—6, 3-1-07)

Secs. 35-70, 35-71. Reserved.

Editor's note(s)—Ord. No. 2128, § 1, adopted May 21, 2015, repealed former §§ 35-70, 35-71 in their entirety. The subject matter and legislative history of these former sections are listed below.

Section	Subject	Legislative History
35-70	Fruits, commodities.	Code 1955, § 14-202
35-71	Garbage collector.	Code 1955, § 14-202

Sec. 35-72. General contractor.

There is hereby levied and imposed upon each **general contractor, construction contractor or sub-contractor** doing business within the city an occupation tax as follows:

Per year \$100.00

(Code 1955, § 14-202; Ord. No. 1503, § 5, 4-11-85; Ord. No. 1509, § 1, 5-9-85)

Secs. 35-73—35-82. Reserved.

Editor's note(s)—Ord. No. 2128, § 1, adopted May 21, 2015, repealed former §§ 35-73—35-82 in their entirety. The subject matter and legislative history of these former sections are listed below.

Section	Subject	Legislative History
35-73	Insulator.	Code 1955, § 14-202
35-74	Mechanical music machines	Code 1955, § 14-202
35-75	Merry-go-rounds, etc.	Code 1955, § 14-202
35-76	Minstrel troupes, etc.	Code 1955, § 14-202
35-77	Motion picture.	Code 1955, § 14-202
35-78	Petroleum dealer.	Code 1934, Ch. 15, § 6
35-79	Physician, surgeon, etc.	this codification
35-80	Retail dealer	Code 1955, § 14-202
35-81	Shooting gallery.	Code 1955, § 14-202
35-82	Shows.	Code 1955, § 14-202

Sec. 35-83. Skating rink. Delete this section.

There is hereby levied and imposed upon each stationary or portable skating rink doing business within the city an occupation tax as follows:

First day\$3.00

Each additional day1.00

Per year25.00

(Code 1955, § 14-202)

Cross reference(s)—Skating rinks, § 6-49 et seq.

Secs. 35-84—35-86. Reserved.

Editor's note(s)—Ord. No. 2128, § 1, adopted May 21, 2015, repealed former §§ 35-84—35-86 in their entirety.

The subject matter and legislative history of these former sections are listed below.

Section	Subject	Legislative History
35-84	Skill game.	Code 1955, § 14-202
35-85	Taxicab.	Code 1955, § 14-202
35-86	Telegraph company.	Code 1955, § 14-202

Sec. 35-87. Reserved.

Editor's note(s)—Section 1 of Ord. No. 1377, adopted July 12, 1979, repealed § 35-87, levying a tax on telephone companies. The repealed section derived from Code 1955, § 14-202.

Sec. 35-88. Tree surgeons.

There is hereby levied and imposed upon each tree surgeon doing business within the city an occupation tax as follows:

Per year\$100.00

(Ord. No. 1209, § 2, 5-13-71)

Cross reference(s)—Tree surgeons, § 38-30 et seq.

Sec. 35-89. Water service company. Delete this section.

There is hereby levied and imposed upon each water service company, furnishing water to the inhabitants of the city doing business within the city an occupation tax as follows:

Per year\$100.00

(Code 1934, Ch. 15, § 6)

Sec. 35-90. Reserved.

Editor's note(s)—Ord. No. 2128, § 1, adopted May 21, 2015, repealed former § 35-90 in its entirety which pertained to a tax imposed on wholesale dealers and derived from the Code 1955, § 14-202.

Secs. 35-91—35-100. Reserved.

ORDINANCE NO. 2301

AN ORDINANCE TO AMEND CHAPTER 13 ELECTRICITY TO ENACT ADDITIONAL SECTIONS TO CREATE REQUIREMENTS FOR INSTALLATION OF ELECTRICAL EQUIPMENT BY OWNER AND TO REQUIRE THAT ANY PERSON WHO INSTALLS ELECTRICAL EQUIPMENT TO BE LICENSED; TO AMEND FEES CHARGED BY THIS CHAPTER; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Chapter 13 Electricity is amended to enact and amend the following sections:

1. Sec. 13-11. Installation of electrical by owner.
All electrical equipment installed by the homeowner shall comply with the requirements of this chapter, and in such event, the word "homeowner" shall be substituted for the word "electrician" throughout this chapter; provided that said homeowner shall:
 - (a) Apply for and secure a permit.
 - (b) Pay required fees.
 - (c) Do the work in accordance with chapter.
 - (d) Apply for inspection.
 - (e) Receive approval of electrical inspector.
 - (f) Receive certificate of approval.

Personal installation of the electrical equipment shall be by the homeowner in the homeowner's own home/primary residence and shall exclude commercial and industrial installation, installation in a public use building or facility, and shall be without compensation from any other person for such labor or installation. A homeowner who installs electrical equipment in his/her own home and primary residence shall not employ any other electricians, but shall perform all installation by himself/herself.

2. Sec. 13-12. Duty of owner of premises.
It shall be unlawful for any owner or other person to cause or to permit any installation of electrical equipment unless the installer is licensed as required by this Chapter. Any person causing or permitting any installation to be done in violation of this section shall be subject to prosecution and penalties as provided by section 1-8 of this Code.
3. Sec. 13-61. Fees for Licenses.
 - (a) Any person duly licensed by the state electrical board and who

holds a State of Nebraska Class A contractors, Class A master electricians, Class A journeyman electricians, apprentice electricians, or installers registration will automatically be granted a city registration of equal classification without an additional fee, upon filing application for registration with the city clerk.

(b) For those not licensed by the state, fees to be paid to the city clerk-treasurer for licenses shall be charged as follows:

Classification Fee	
(1)	Electrical contractor's license fee \$100.00
(2)	Master electrician's license fee \$100.00
(3)	Journeyman electrician's license fee \$25.00
(4)	Apprentice electrician's license fee \$5.00

4. Sec. 13-99. Inspection Fees

The applicant for a permit required by the provisions of this article shall pay an inspection fee charge as follows:

Minimum inspection fee	\$15.00
For the issuance of each permit	\$10.00
Service Entrance:	
0 ampere through 200 ampere	\$5.00
200 ampere through 400 ampere	\$10.00
For each additional 100 ampere capacity or fraction thereof	\$2.50
Branch circuit, each	\$2.00
Temporary electrical service	\$5.00
Mobile home hookup	\$5.00
Reinspection fee (wrong address, work not complete, inaccessibility of equipment, and equipment that does not pass inspection) . .	\$50.00

Where work for which a permit is required by this code is started to prior to obtaining the prescribed permit, the fees above specified shall be doubled; provided, in the event of an emergency where it is absolutely necessary to perform the electrical work immediately before a permit can be secured, such as on nights, weekends, or holidays, said fees shall not be doubled if a permit is secured at the earliest possible time after the emergency electrical work has been performed. The payment of such double fees shall not relieve any person from fully complying with the requirements for this Code or from any penalties prescribed herein.

5. Sec. 13-100. Issuance of permit.

If the initial plan or electrical work to be done under a permit required under this article complies in all respects with the provisions of this chapter, the city clerk

shall issue a permit for the installation thereof.

Section 2. Except as amended herein Chapter 13 Electricity, shall remain in full force and effect.

Section 3. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED by the York City Council this _____ day of _____, 2021.

Barry Redfern, Mayor

ATTEST:

C. Jean Thiele, York City Clerk

Chapter 13 ELECTRICITY¹

ARTICLE I. IN GENERAL

Sec. 13-1. Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them:

Electric equipment. All wires, wiring, materials, machinery, appliances, equipment, fixtures and apparatus used or designed to be used in the utilization of electricity when connected with a source of electromotive force for the purpose of producing light, heat or power.

Electrician. The person licensed by the State of Nebraska Electrical Board and under the provisions of this chapter to install electrical apparatus.

Electricians, classes of:

- (a) Class A Electrical Contractor.
- (b) Class A Master Electrician.
- (c) Class A Journeyman Electrician.
- (d) Apprentice Electrician.
- (e) Installer.

Install, installed or installation. The construction and placing in position for service and use of any new electric apparatus, and the alteration, modification or repair of existing electric apparatus.

Installer. Any person holding a State of Nebraska Installer's License may lay out and install electrical wiring, apparatus and equipment for major electrical home equipment on the load side of the main service.

(Ord. No. 983, §§ 4-301.2, 4-303.10, 3-27-61; Ord. No. 1503, § 2, 4-11-85)

Sec. 13-2. Application of chapter.

The provisions of this chapter shall apply to all installations of electrical conductors, fittings, devices, appliances or fixtures made within the city, or within two (2) miles thereof, with the following exceptions:

- (a) Installations in mines, ships or railway cars, or automotive equipment;
- (b) Installations used by electricity supply or communication agencies in the generation, transmission or distribution of electricity or for the transmission of intelligence, and located within or on buildings or premises used exclusively by such an agency or on public thoroughfares;

¹Cross reference(s)—Building, Ch. 9; fire protection and prevention, Ch. 14; housing, Ch. 18; mobile homes, Ch. 21; planning and zoning, Ch. 27; utilities, Ch. 37.

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- (c) Electrical equipment used for radio transmission in amateur radio transmitting stations, but it shall apply to all electrical equipment used for power supply to such radio transmitting equipment;
 - (d) The assembly, erection and connection of electrical apparatus and equipment, but not including any electric wiring, other than that involved making electrical connections on the apparatus or equipment itself or between two (2) or more parts of such apparatus or equipment.

(Ord. No. 983, § 4-301.02, 3-27-61; Ord. No. 1503, § 2, 4-11-85)

Sec. 13-3. Liability for damages.

This chapter shall not be construed to relieve from or lessen the responsibility of liability of any party owning, operating, controlling or installing any electrical equipment for damages to persons or property caused by any defect therein, nor shall the city be held as assuming any such liability by reason of the inspection or re-inspection authorized herein, or the certificate of approval issued as herein provided, or by reason of the approval or disapproval of any equipment authorized herein.

(Ord. No. 983, § 4-305.07, 3-27-61)

Sec. 13-4. Right of entry.

The electrical inspector shall, upon proper identification, have the right during reasonable hours to enter any building, manhole, or subway within the city in the discharge of his official duties, or for the purpose of making any test of the electric apparatus or appliances therein contained; and for that purpose he shall be given prompt access to all buildings, private or public, and to all manholes and subways, on application to the company or individual owning or in charge or control of the same.

(Ord. No. 983, § 4-302.03, 3-27-61)

Sec. 13-5. Interference.

It shall be unlawful for any person to interfere with the electrical inspector while in the performance of his official duties.

Sec. 13-6. Regular inspections.

The electrical inspector shall make an inspection of all places of business in the city at least once each calendar year.

(Ord. No. 983, § 4-302.02, 3-27-61)

Sec. 13-7. Notice of defects.

The electrical inspector shall notify the owner of the premises on which any electrical apparatus has been installed, or the electrician installing the same, of any work done contrary to the provisions of this chapter, and of any defective workmanship or material therein.

(Ord. No. 983, § 4-302.03, 3-27-61)

Sec. 13-8. Duty to correct.

It shall be the duty of the owner of the premises on which any electrical apparatus has been installed, or the electrician installing the same, to immediately remedy or correct the work done contrary to the provisions of this chapter or any defective workmanship or material therein.

(Ord. No. 983, § 4-302.03, 3-27-61)

Sec. 13-9. Disconnection authorized; emergency.

If the owner of the premises on which any electrical apparatus has been installed, or the electrician installing the same, shall fail to remedy or correct any defective workmanship or material or work done contrary to the provisions of this chapter within ten (10) days following notice so to do, the electrical inspector shall disconnect such electrical apparatus from its electrical power supply; provided, if such defect is such as to endanger life or property, then the electrical inspector shall disconnect such electrical apparatus immediately.

(Ord. No. 983, § 4-302.03, 3-27-61)

Sec. 13-10. Reconnection restricted.

When any electric apparatus shall have been disconnected from the electric power supply, it shall be unlawful for any person to again connect the same with the electric supply until all defects have been remedied or until the installation complies strictly with the provisions of this chapter.

Sec. 13-11. Installation of electrical by owner.

All electrical installed by the homeowner shall comply with the requirements of this chapter, and in such event, the word "homeowner" shall be substituted for the word "electrician" throughout this chapter; provided that said homeowner shall:

- (a) Apply for and secure a permit.
- (b) Pay required fees.
- (c) Do the work in accordance with chapter.
- (d) Apply for inspection.
- (e) Receive approval of electrical inspector.
- (f) Receive certificate of approval.

Personal installation of the electrical equipment shall be by himself for himself, in his own home/primary residence, excluding commercial or industrial installations or installations in public-use buildings or facilities, without compensation or pay from any other person for such labor or installation. The owner exercising this privilege shall not set himself up as an electrical contractor nor shall he employ journeyman electricians.

Sec. 13-12. Duty of owner of premises.

It shall be unlawful for any owner, or other person, to cause or to permit any installation of electrical equipment unless the installer doing said work has been licensed as required by this article; and any such person causing or permitting any such installation to be done in violation of the provisions hereof shall be guilty of a violation of this division and subject to the penalties provided in section 1-8.

(Code 1955, § 4-410)

Secs. 13-13—13-22. Reserved.

ARTICLE II. ELECTRICAL INSPECTOR²

Sec. 13-23. Office created.

There is hereby created in and for the city the office of electrical inspector.

(Ord. No. 983, § 4-302.01, 3-27-61)

Sec. 13-24. Qualifications.

The person chosen to fill the office of electrical inspector shall be of good moral character, shall be possessed of such executive ability as is required for the performance of his duties and shall have a thorough knowledge of the standard materials and methods used in the installation of electrical equipment; shall be well versed in approved methods of construction for safety to persons and property, the statutes of the state relating to electrical work and any orders, rules and regulations issued by authority thereof, and the National Electrical Code, as approved by the American Standards Association, and considered competent by the city council.

(Ord. No. 983, § 4-302.01, 3-27-61)

Sec. 13-25. Appointment.

The mayor, with the consent of the city council, shall appoint some competent person to fill the office of electrical inspector.

(Ord. No. 983, § 4-302.01, 3-27-61)

Sec. 13-26. Duties generally.

The electrical inspector shall have such powers and perform such duties as are prescribed by this chapter and state law, and such other powers and duties as may be required of him by the city council.

(Ord. No. 983, § 4-302.02, 3-27-61)

Sec. 13-27. Records.

The electrical inspector shall make and keep a record of all inspections, giving the location, date, name of electrician, for whom installed, and also a general description of the inspection. All documents, records and other papers coming into the possession of the electrical inspector by virtue of his office shall be deemed public records, the property of the city.

Secs. 13-28—13-57. Reserved.

²Cross reference(s)—Appointive officers and employees generally, § 2-101 et seq.

ARTICLE III. ELECTRICIAN'S LICENSE³

DIVISION 1. LICENSE AND REGISTRATION

Sec. 13-58. Required.

It shall be unlawful for any person to engage in business or work as an electrician within the city or within two (2) miles thereof, without first having registered with the city clerk.

(Ord. No. 983, § 4-302.04, 3-27-61; Ord. No. 1503, § 2, 4-11-85)

Sec. 13-59. When not required.

The following acts, work and conduct shall be expressly permitted without examination or license as an electrician:

- (a) Minor repair work such as, but not limited to, repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping joints and repairing drop cords, the repairing of appliances, motors and other devices when not attached to permanent wiring; the wiring which is an integral part of machinery, appliances or vehicles; experimental work of a temporary nature in testing laboratories or electrical shops, educational institutions and the like; wiring supplied with current by approved bell-ringing transformers; and the attaching of portable appliances to existing outlets.
- (b) The installation, alteration or repair of electrical equipment for the operation of signals for the transmission of intelligence by wire.
- (c) The installation, alteration or repair of electrical equipment installed by or for an electricity supply agency for the use of such agency in the generation, transmission, distribution or metering of electricity.
- (d) Installation, alteration or repairs made to electrical equipment, not located in an area classed as hazardous by the National Electrical Code, where such equipment operates at a voltage not exceeding fifty (50) watts of energy.
- (e) Any work involved in the manufacture, test or repair of electrical materials, devices, appliances or apparatus, but not including any permanent wiring other than that required for testing purposes.

³Editor's note(s)—Ord. No. 1503, § 2, adopted April 11, 1985, deleted Div. 1 and Div. 2, §§ 13-39, 13-46—13-51 in their entirety, and renumbered Div. 3 and Div. 4 as Div. 1 and Div. 2. Former Div. 1, Generally, and Div. 2, Examining Board, derived from Code 1972 and Ord. No. 983, § 4-302.06, adopted March 27, 1961, respectively. Ord. No. 1503 also made extensive changes in the provisions of the aforementioned divisions which are reflected in the Code comparative table.

Cross reference(s)—Occupation taxes generally, § 35-32 et seq.

State law reference(s)—Licensing of electricians by state, R.R.S. 1943, § 81-553 et seq.

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- (f) Repair or replacement of fixed motors or fixed approved appliances of the same type and rating in the same location.
 - (g) The adjustment, repair or maintenance of appliances designed to consume natural or artificial gas, fuel oils, or coal; provided, this exception shall not permit the replacement of an existing motor with one of a different rating.

The provisions of this section shall not be construed to exempt any person from compliance with the standards prescribed by this chapter for the installation of electrical equipment, or from inspection as provided by this chapter.

(Ord. No. 983, § 4-302.04, 3-27-61)

Sec. 13-60. Application.

Application for registration under the provisions of this article shall be made in writing to the city clerk and shall show the name, residence and business location of the applicant, previous experience, copy of state license, and such other information as may be required.

(Ord. No. 983, § 4-302.05, 3-27-61; Ord. No. 1503, § 2, 4-11-85)

Sec. 13-61. Fees for licenses.

- (a) Any person duly licensed by the state electrical board and who holds a State of Nebraska Class A contractors, Class A master electricians, Class A journeyman electricians, apprentice electricians, or installers registration will automatically be granted a city registration of equal classification without an additional fee, upon filing application for registration with the city clerk.
- (b) For those not licensed by the state, fees to be paid to the city clerk-treasurer for licenses shall be charged as follows:

Classification Fee

- (1) Electrical contractor's license fee \$100.00
- (2) Master electrician's license fee 100.00
- (3) Journeyman electrician's license fee 25.00
- (4) **Apprentice** electrician's license fee 5.00

(Ord. No. 1503, § 2, 4-11-85)

Sec. 13-62. Registration—Generally.

Any corporation, firm or partnership which may be registered as electrical contractors in the name of such corporation, firm or partnership shall have a master electrician licensed under this division as a bona fide officer of such corporation or a member of such firm or partnership. Before such corporation, firm or partnership shall be registered in its corporate, firm or partnership name, as a master electrician, there shall be filed with the city clerk a certificate from the board showing the fitness and competency of such officer of such corporation, or such member of such firm or partnership to engage in the business or calling of master electrician; provided, further, that if, after a certificate of registration is issued to such corporation, firm, or partnership, such master electrician as an officer of such corporation or a member of such firm or partnership, shall withdraw therefrom and cease to

be connected therewith, then and in the event, the city council shall forthwith revoke the certificate of registration of such corporation, firm or partnership.

(Ord. No. 983, § 4-302.11, 3-27-61; Ord. No. 1503, § 2, 4-11-85)

Sec. 13-63. Same—Other electricians.

Each Class A contractor and Class A master electrician when registering as required by this division, shall register with the city clerk the name of each Class A Journeyman electrician and electrician's apprentices or helpers who shall be working under such master electrician's license. A Class A journeyman electrician or electrician's apprentice or helper must be registered before doing work.

(Ord. No. 983, § 4-302.18, 3-27-61; Ord. No. 1503, § 2, 4-11-85)

Sec. 13-64. Current licenses; license granted without examination.

Any person duly licensed by the City of York and who has been registered and engaged in the occupation of master electrician, journeyman electrician or apprentice electrician in accordance with the respective classification, shall be granted a license at this level of qualification.

(Ord. No. 1503, § 2, 4-11-85)

Sec. 13-65. Same—Renewal.

Certificates of registration, at the time of their expiration, may be renewed upon payment of the required registration fee.

(Ord. No. 983, § 4-302.13, 3-27-61; Ord. No. 1503, § 2, 4-11-85)

Sec. 13-66. Lapsed registrations.

Any person registered under the provisions of this division who does not renew his certificate of registration for a period of six (6) months after the expiration of the same, shall be required to take an electricians licensing examination offered by the State of Nebraska electrician division before such person can be again registered hereunder.

(Ord. No. 983, § 4-302.14, 3-27-61; Ord. No. 1503, § 2, 4-11-85)

Sec. 13-67. Registered electricians not to permit another person to work on his certificate.

No registered electrician shall allow his name to be used by another person, directly or indirectly, to obtain a permit for the installation of any work, and if any registered electrician violates this provision, the city council shall forthwith revoke the certificate of registration issued to such electrician. In addition to having his certificate of registration revoked, such master electrician may be prosecuted under section 1-8 of this Code.

(Ord. No. 983, § 4-302.16, 3-27-61, Ord. No. 1503, § 2, 4-11-85)

Sec. 13-68. Reserved.

Editor's note(s)—Section 2 of Ord. No. 1553, adopted June 11, 1987, amended Ch. 13 by deleting in their entirety the provisions of § 13-68, which provisions pertained to bond conditions and which were derived from Ord. No. 983, § 4-302.19, adopted March 27, 1961; and Ord. No. 1503, § 2, adopted April 11, 1985.

Sec. 13-69. Certificate of insurance.

- (a) Every person applying for a permit required by this article shall present to and deposit evidence with the city clerk that he has an insurance policy providing public liability and property damage insurance for the general public in the amount of three hundred thousand dollars (\$300,000.00) public liability and one hundred thousand dollars (\$100,000.00) property damage, such coverage shall name the City of York as an additional insured, which shall provide liability insurance coverage for all claims arising out of all work done by him or under his supervision in the City of York and within two (2) miles of the corporate limits thereof, and shall be executed by an insurance company authorized to do business in the state and acceptable to the city, and providing thirty (30) days' written notice to be given to the city clerk in the event of expiration or of proposed cancellation of the insurance policy.
- (b) If the permit holder seeking the permit is a corporation, firm or partnership, then the certificate of insurance must also include as a named insured the employee or partner whose name appears on the certificate of registration for such corporation, firm or partnership.
- (c) Separate certificates of insurance showing the permit holder to be covered under one policy and the city to be covered under another policy may be deposited in lieu of a single certificate, at the option of the permit holder. All certificates of insurance shall provide that in the event of expiration or cancellation of any of said minimum insurance requirements, the city clerk of the City of York shall be given at least thirty (30) days advance written notice thereof. Expiration or cancellation of any insurance coverage required by this section shall constitute an automatic and immediate termination of the permit holder's privilege to be issued permits under the provisions of this Code, unless other insurance meeting the requirements of this section is provided and in full force and effect at the time of such expiration or cancellation. All insurance coverage required by this section shall be approved by the city attorney prior to the issuance of any permit authorized under this code.

(Ord. No. 1503, § 2, 4-11-85; Ord. No. 1512, § 2, 7-1-85; Ord. No. 1553, § 2, 6-11-87)

Sec. 13-70. Year.

No registration shall be issued under this division for more than one year; and the registration shall begin on May first of each year.

(Ord. No. 983, § 4, 3-27-61; Ord. No. 1503, § 2, 4-11-85)

Secs. 13-71—13-80. Reserved.

DIVISION 2. RESERVED⁴

Secs. 13-81—13-95. Reserved.

ARTICLE IV. PERMITS AND INSPECTIONS

Sec. 13-96. Required.

No person shall install any electrical apparatus within the city or within two (2) miles thereof, without first obtaining a written permit therefor from the city clerk.

(Ord. No. 983, § 4-304.01, 3-27-61; Ord. No. 1503, § 2, 4-11-85)

Sec. 13-97. When not required.

No permit shall be required by the provisions of this article for the following work:

- (a) Minor repair work such as, but not limited to, repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping joints and repairing drop cords, the repairing of appliances, motors and other devices when not attached to permanent wiring; the wiring which is an integral part of machinery, appliances or vehicles; experimental work of a temporary nature in testing laboratories or electrical shop, educational institutions and the like; wiring supplied with current by approved bell-ringing transformers; and the attaching of portable appliances to existing outlets.
- (b) The installation, alteration or repair of electrical equipment for the operation of signals for the transmission of intelligence by wire.
- (c) The installation, alteration or repair of electrical equipment installed by or for an electricity supply agency for the use of such agency in the generation, transmission, distribution or metering of electricity.
- (d) Installation, alteration or repairs made to electrical equipment, not located in an area classed as hazardous by the National Electrical Code, where such equipment operates at a voltage not exceeding fifty (50) watts of energy.
- (e) Any work involved in the manufacture, test or repair of electrical materials, devices, appliances or apparatus, but not including any permanent wiring other than that required for testing purposes.
- (f) Repair or replacement of fixed motors or fixed approved appliances of the same type and rating in the same location.

⁴Editor's note(s)—Ord. No. 1689, § 1, adopted April 13, 1995, repealed former Div. 2, §§ 13-81—13-83, in its entirety which pertained to the registration of nonresident electricians and derived from Ord. No. 983, §§ 4-303.01, 4-303.03, 4-303.04, adopted March 27, 1961, and Ord. No. 1503, § 2, adopted April 11, 1985.

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- (g) The adjustment, repair or maintenance of appliances designed to consume natural or artificial gas, fuel oils, or coal; provided, this exception shall not permit the replacement of an existing motor with one of a different rating.

The provisions of this section shall not be construed to exempt any person from compliance with the standards prescribed by this chapter for the installation of electrical equipment, or from inspection as provided by this chapter.

(Ord. No. 988, § 4-304.01, 3-27-61)

Sec. 13-98. Application.

Application for a permit required by this article, describing the work to be done, shall be made to the city clerk by a Class A contractor, class A master electrician or installer who is responsible for supervising the installation of the work. The application showing the name of the owner, agent or occupant of the premises shall be accompanied by such plans and schedules as may be necessary to determine whether the installation as described will be in conformity with the requirements of this chapter.

(Ord. No. 983, § 4-304.02, 3-27-61; Ord. No. 118, § 1, 8-10-67; Ord. No. 1503, § 2, 4-11-85)

Sec. 13-99. Inspection fees.

The applicant for a permit required by the provisions of this article shall pay an inspection fee charge as follows:

Minimum inspection fee \$15.00

For the issuance of each permit 10.00

Service Entrance:

0 ampere through 100 ampere 15.00

101 ampere through 200 ampere 15.00

For each additional 100 ampere capacity or fraction thereof 15.00

Branch circuit, each 5.00

~~Appliances: Such as disposal, dishwasher, dryer, range, furnace, air conditioner, heat pump, unit heater, duct heater, water heater, industrial motor, etc., each 1.50~~

Temporary electrical service 15.00

Mobile home hookup 15.00

Reinspection fee (wrong address, work not complete, inaccessibility of equipment, and equipment that does not pass inspection) 50.00

Where work for which a permit is required by this code is started prior to obtaining the prescribed permit, the fees above specified shall be doubled; provided, in the event of an emergency where it is absolutely necessary to perform the electrical work immediately before a permit can be secured, such as on nights, weekends, or holidays, said fees shall not be doubled if a permit is secured at the earliest possible time after the emergency electrical work has been performed. The payment of such double fees shall not relieve any person from fully complying with the requirements of this Code or from any penalties prescribed herein.

(Ord. No. 983, § 4-304.02, 3-27-61; Ord. No. 1118, § 1, 8-10-67; Ord. No. 1503, § 2, 4-11-85; Ord. No. 1768, § 2, 4-16-98)

Sec. 13-100. Issuance of permit.

If the initial plan of electrical work to be done under a permit required under this article complies in all respects with the provisions of this chapter, the city clerk shall issue a permit for the installation thereof.

(Ord. No. 983, § 4-304.02, 3-27-61)

Sec. 13-101. Inspection, approval required.

No electric apparatus for the installation of which a permit is required by the provisions of this article shall be used until the same has been inspected by the electrical inspector, and a certificate issued by him approving the same and permitting its use.

(Ord. No. 983, § 4-305.04, 3-27-61)

Sec. 13-102. Notice of work to be inspected.

Upon the completion of the installation of any electric apparatus for which an installation permit and inspection is by this article required, the electrician installing the same shall notify the electrical inspector, who shall inspect such electric apparatus and the installation thereof.

(Ord. No. 983, § 4-305.04, 3-27-61)

Sec. 13-103. Work to be concealed from view.

When any electrical equipment is to be hidden from view by the permanent placement of parts of the building, the person installing the equipment shall not conceal such equipment until it has been inspected and approved by the electrical inspector. Inspections shall be made within five days of the appropriate request, exclusive of Saturday, Sundays and holidays. If wiring is concealed before rough-in inspection without adequate notice having been given to the inspector, the person responsible for having enclosed the wiring shall be responsible for all costs resulting from uncovering and replacing the cover material. When necessary, circuits may be energized by the authorized installer prior to inspection but the installation shall remain subject to condemnation and disconnection.

Sec. 13-104. Defective installations.

If, upon inspection, the electrical installation is not found to be fully in conformity with the provisions of this chapter, the electrical inspector shall notify licensee responsible for the installation, stating the defects which have been found to exist. If such licensee fails to correct such defects within such reasonable time as may be specified in the notice thereof by the electrical inspector, said licensee shall be deemed in violation of this chapter.

(Ord. No. 983, § 4-305.04, 3-27-61)

Sec. 13-105. Issuance of certificate.

If, upon inspection of the installation or alteration, modification or repair of electric apparatus performed under a permit issued under this chapter, the electrical inspector shall determine that all the provisions of this chapter have been complied with, he shall issue a certificate of approval therefor.

(Ord. No. 983, § 4-305.04, 3-27-61)

Sec. 13-106. Re-inspection.

In order to alleviate hazards to life and property due to lack of maintenance, deterioration, unapproved alterations or additions, the electrical inspector shall re-inspect electric wiring installations as and when he shall deem advisable or necessary.

(Ord. No. 983, § 4-305.05, 3-27-61)

Sec. 13-107. Prerequisite to use.

All companies engaged in the business of distributing electrical current in the city are hereby prohibited from connecting to any new electrical installation, or any new alteration or repair in any electrical installation, unless and until the same has been inspected by the electrical inspector, and a certificate issued by him approving the same, and permitting its use.

Sec. 13-108. Temporary use of current.

- (a) The electrical inspector may permit, at his discretion, the temporary use of electrical energy for electric wiring, before final approval thereof, whenever any unnecessary hardship would otherwise result, and inspection can effectively be made after the commencement of the temporary use. A meter when installed in the regular meter socket, if left unsealed, shall be considered as temporary use of electrical energy under this provision.
- (b) The electrical inspector shall place those restrictions upon temporary use as necessary to insure safety, to secure compliance with all other provisions of this chapter, and to facilitate inspection.
- (c) No temporary use of electrical energy shall be permitted in any case where a hazard to life or property would be created.
- (d) The temporary use of electrical energy may be ordered discontinued and the supply discontinued upon notice to the user.

(Ord. No. 983, § 4-305.06, 3-27-61)

Secs. 13-109—13-119. Reserved.

ARTICLE V. ELECTRICAL CODE

Sec. 13-120. Adopted.

The National Electrical Code, 2017 Edition, one (1) copy of which is on file in the office of the city clerk, is hereby adopted as the electrical code, incorporated in and made a part of the provisions of this Code, as the same as though spread at large herein.

(Ord. No. 1297, § 1, 8-20-75; Ord. No. 1416, § 1, 4-9-81; Ord. No. 1495, § 1, 12-13-84; Ord. No. 1542, § 1, 4-9-87; Ord. No. 2174, § 1, 8-3-17)

State law reference(s)—Adoption of standard codes, R.R.S. 1943, § 18-132.

(Supp. No. 43)

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Sec. 13-121. Conflicts.

In the event of any conflict between the provisions of the electrical code adopted by the provisions of this article and the provisions of this Code of Ordinances, state law or city ordinance, rule or regulation, the latter provisions shall prevail and be controlling.

Sec. 13-122. Subsequent editions.

Subsequent editions or revisions of the electrical code adopted by the provisions of this article shall be considered adopted and of full force and effect within the city upon the approval thereof by the council and the filing of three (3) copies thereof in the office of the city clerk-treasurer.

Sec. 13-123. Standards for installation.

All electric heat, light and power wires, fixtures, appliances, conductors, apparatus and their supports placed or installed in or upon any building or other structure in the city shall be in strict conformity with approved standards of construction for safety to life and property and in accordance with the provisions of this article; provided, that materials for wiring, appliances and equipment shall conform to the standards of the Underwriters Laboratories, Inc., and shall be prima facie evidence that the same comply with the provisions of this article.

Sec. 13-124. Extraterritorial application.

The provisions of the code adopted by the provisions of this article shall apply and be enforced to the unincorporated area two (2) miles beyond and adjacent to the corporate boundaries of this city with the same force and effect as if such outlying area were within the corporate boundaries of this city; provided, no such provision shall be extended or applied so as to prohibit, prevent or interfere with the conduct of existing farming, livestock operations, businesses or industry.

State law reference(s)—Authority to extend provisions, R.R.S. 1943, § 16-901.

Sec. 13-125. Variations.

Whenever in the opinion of the electrical inspector, a variation from the code adopted by this article is consistent with public safety, a special permit in writing may be issued by him, permitting such variation, and prescribing specifically the method of installation that shall be followed.

Secs. 13-126—13-136. Reserved.

ARTICLE VI. TELEVISION AND RADIO ANTENNAS

DIVISION 1. GENERALLY

Sec. 13-137. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them:

Antenna. The outdoor portion of the receiving equipment used for receiving television or radio signals from space.

Height. The overall vertical length of the antenna system then above the ground level of such building upon which the system rests.

Mast. That portion of the outside antenna system to which the antenna is attached, and the support or extension required to elevate the antenna to a height deemed necessary for adequate operation.

(Code 1955, § 4-401)

Sec. 13-138. Application of article.

No television receiving antenna shall be erected, or any existing antenna increased in height, rebuilt, structurally altered or relocated, within this city by any person except in strict conformity with the provisions of this article.

(Code 1955, § 4-403)

Sec. 13-139. Authority of inspector.

- (a) It shall be the duty of the electrical inspector to investigate all complaints from the general public pertaining to television and radio antennas to ascertain if the work has been done in a workmanlike manner.
- (b) The electrical inspector is hereby empowered to inspect and reinspect any wiring, equipment or apparatus conducting or using electrical current for television or radio receiving service in city. If conductors, equipment or apparatus are found to be unsafe to life or property, or not in conformity with the provisions of this article, he shall notify in writing the person owning or operating such wiring or equipment to correct the condition within a specified time. Failure to correct violations within such specified time shall constitute a violation of this article.

(Code 1955, § 4-404)

Sec. 13-140. Materials to be approved.

No electrical material, devices, or equipment designed for attachment to or installation of any electrical circuit or system for television antennas, shall be installed or used in the city unless they are in conformity with the approved methods of construction for safety to life and property, and unless the electrical materials, devices or equipment conforms with the standards of the Underwriters' Laboratories, Inc., current as of the time of installation.

(Code 1955, § 4-408)

Sec. 13-141. Maker's name, etc., required on equipment.

The makers name, trade-mark, or other identification symbol shall be placed on all electrical devices or equipment that use 115 volts or more which are sold, offered for sale or use or used in the city. These markings and others such as voltage, amperage, wattage, and power-factor or appropriate ratings described in the National Electrical Code shall be required, and are necessary to determine the character of the material, device or equipment and the use for which it is intended.

(Code 1955, § 4-409)

Sec. 13-142. Codes supplemental.

The National Electrical Code is hereby adopted and approved as a part of this article as a minimum standard. The provisions of this article shall also be deemed as supplemental to the building code of the city and any other pertinent laws or ordinances of the city, and all work shall conform to these requirements.

(Code 1955, § 4-411)

Sec. 13-143. Installations in automobiles.

It shall be unlawful for any person to install a television set forward of, or which is visible from the front seats of any motor operated vehicle. Otherwise the provisions of this article shall not apply to automobiles.

(Code 1955, § 4-412)

Secs. 13-144—13-150. Reserved.

DIVISION 2. LICENSE

Sec. 13-151. Required.

No person shall engage in the erection, maintenance or repair of television or radio antennas of any type for hire in the city unless he shall have a license therefor. Provided, the provisions of this section shall not apply to licensed electrical contractors.

(Code 1955, § 4-405)

Sec. 13-152. Duty of owner of premises.

It shall be unlawful for any owner, or other person, to cause or to permit any installation of television antenna unless the installer doing said work has been licensed as required by this article; and any such person causing or permitting any such installation to be done in violation of the provisions hereof shall be guilty of a violation of this division and subject to the penalties provided in section 1-8.

(Code 1955, § 4-410)

Sec. 13-153. Fee.

The fee for a license required by the provisions of this division shall be as follows:

- (a) Original license \$10.00
- (b) Each annual renewal 2.00

(Code 1955, § 4-405)

Sec. 13-154. Bond required.

Every person engaged in the business of television or radio antenna installations, repairs and maintenance works shall annually file with the city a good and sufficient bond in the sum of one thousand dollars (\$1,000.00), executed by a bonding or surety company authorized to do business in the state, the form thereof to be approved by the city attorney. Said bond shall be conditioned upon the faithful observance of all laws and ordinances of the city and shall indemnify, save and keep harmless the city from any and all damages, judgments, costs or expenses which the city may incur or suffer by reason of the violation of this article. The maintenance of said bond in full force and effect shall be a requisite to the issuance of any permit required under the provisions of this article. Provided, that the provisions of this section shall not apply to licensed electrical contractors. This provision shall not apply to installations, repairs or maintenance of antennas by an owner or occupant of the real estate where such antenna is located.

(Code 1955, § 4-406)

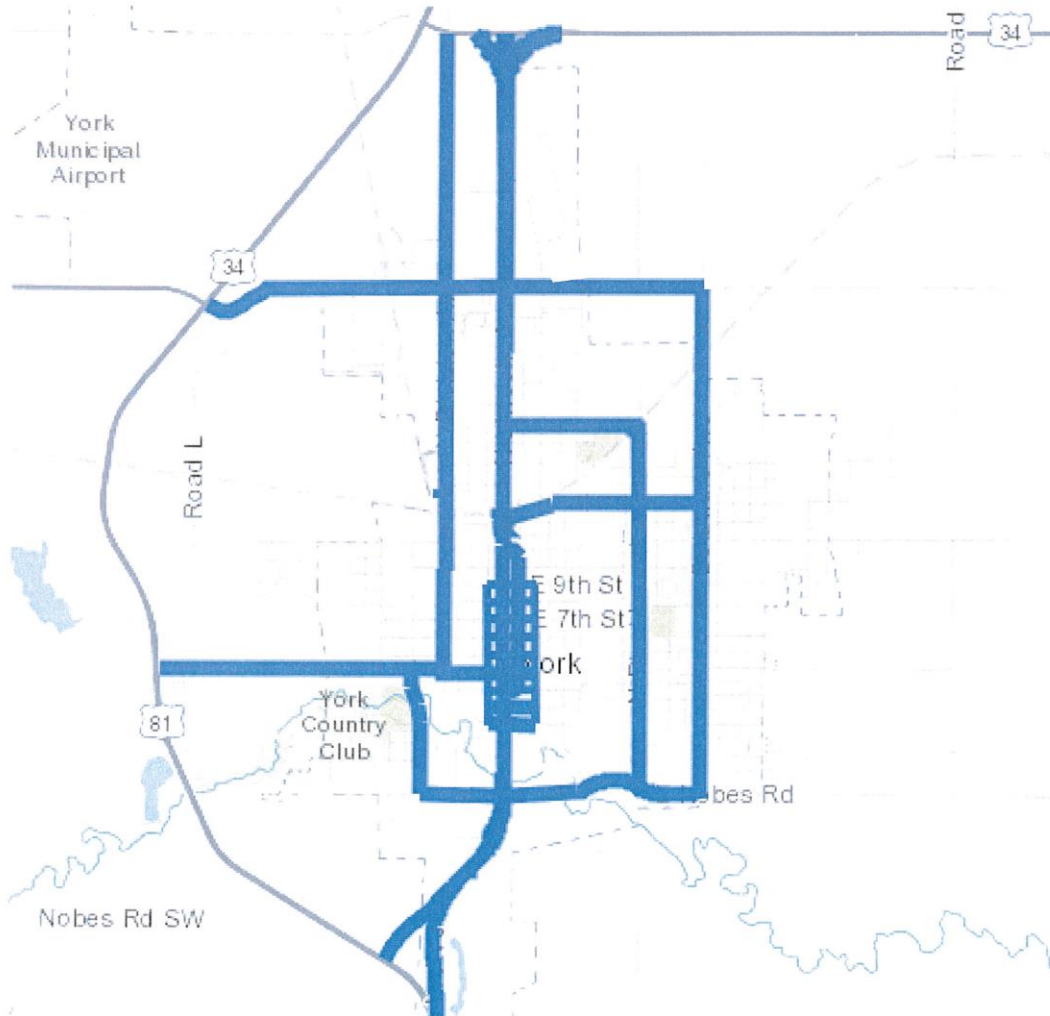
Sec. 13-155. Duration.

Every license issued under the provisions of this division shall be valid from the first day of May to the following thirtieth day of April.

(Code 1955, § 4-405)

City of York

Emergency Snow Removal Routes



ORDINANCE NO. 2302

AN ORDINANCE OF THE CITY OF YORK, NEBRASKA TO AMEND SECTION 36-256 OF THE CITY CODE TO ADD ADDITIONAL STREETS TO THE DESIGNATED SNOW ROUTE AND PROHIBIT PARKING ON SAID STREETS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND TO PROVIDE FOR AN EFFECTIVE DATE FOR THIS ORDINANCE.

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

Section 1. section 36-256 of the York City Code is hereby amended to provide as follows:

Sec. 36-256. Parking Prohibited for 6 hours on an unplowed street following a declaration of a snow emergency.

It shall be unlawful for any person to park any vehicle on an unplowed street included in the snow emergency route for 6 hours after a declaration by the Public Works Director. Parking will be allowed after snow removal, if removed within 6 hours from declaration. Notice will be posted on the City of York website, newspaper published in the City of York, and on the radio station published by the City of York, giving notice of no parking in the City for emergency snow removal, on any of the streets or portions of streets as designated below: The Public Works Director may issue a small scale notice for further snow removal in the Central Business District, at some point in time after a snow event.

All streets in the Central Business District designated as the area for First Street to Ninth Street and Platte Avenue to Nebraska Avenue;

Washington Avenue from East Twelfth Street to East Sixteenth

Street; Twelfth Street from Delaware Avenue to Washington

Street; Delaware Avenue from East Twenty-fifth Street to East

Nobes Road; Blackburn Avenue from East Nineteenth Street to

East Nobes Road; Lincoln Avenue from Highway 81 to

Highway 34;

Grant Avenue from East Eleventh Street to East First

Street; Division Avenue from West First Street to

Highway 34;

Kingsley Avenue from West Fourth Street to West Nobes

Road; Nobes Road from Kingsley Avenue to South Delaware Avenue; Fourth Street from Highway 81 to Grant Avenue;
Fourteenth Steet from Lincoln Avenue to Delaware Avenue; Sixth Street from Lincoln Avenue to Delaware Avenue; Twenty-fifth Street from Highway 81 to Delaware Avenue; Off Ramp of North Lincoln Avenue to East Fourteenth Street; On Ramp of East Fourteenth Street to North Lincoln Avenue;

Section 2. All ordinances and parts of ordinance in conflict herewith are repealed.

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

PASSED AND APPROVED by the York City Council this __day of _____, 2021.

Barry Redfern, Mayor

ATTEST:

C. Jean Thiele, York City Clerk