Public Safety Committee Meeting
Tuesday, October 20, 2026 5:00 PM
Crete City Hall
243 E 13th Street
Crete, NE 68333

1. **Open Meeting**

    - In accordance with Nebraska law, a copy of the Open Meetings Act can be found in the back of the Council Chambers.
    - Items listed on the agenda may be considered in any order.

2. **Roll Call**

    - Attendance of members will be recorded to determine the presence of a quorum for official actions.

3. **Items of Business**

    - The Committee may discuss or limit discussion on, hear testimony in favor of or in opposition to, or take action to provide a recommendation to the City Council on any matter presented under this title.

    3.A. Consider The Saline County Rural Fire District Fire Protection Contract

    3.B. Consider the DANKO Bid for Emergency Equipment Apparatus Medix AL 171 mounted on a Ford F-550 4x4 Diesel in the amount of $361,015.20

    3.C. Consider the Application for Special Event Permit from Erika Newmyer to close off the west entrance into the neighborhood on corner of Iris Ave and St. Andrew's Drive

4. **Officers' Reports**

    - Reports may be given by the Mayor, Officers, Departments, or Councilmembers concerning the current operations of the City.
    - No action can be taken on matters presented under this title except to answer any questions or to refer the matter for further action.

5. **Adjournment**

Disclaimers & Notices

- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public meeting) or as otherwise allowed by law. Any closed session shall be limited to the subject matter for which the closed session was called. If the motion to close passes, then immediately prior to the closed session the Mayor shall restate on the record the limitation of the subject matter of the closed session.
- The City of Crete assures that no person shall on the grounds of race, color, national origin, age, disability, handicap or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of the City receiving Federal financial assistance. To report discrimination, contact the City Clerk's office.
- The complete agenda with attachments is available at www.crete.ne.gov.

KALKWARF & SMITH Law Offices PLC

Bradley T. Kalkwarf
Shaylene M. Smith
Jennifer S. Craven

1240 Ivy Avenue
P.O. Box 272
Crete, NE 68333-0272
Tel (402) 826-5136
Fax (402) 826-5140

Farmers & Merchants Bank Bldg.
321 South Main, P.O. Box 905
Wilber, NE 68465-0905
Tel (402) 821-2001

October 7, 2026

Ms. Nancy Tellez
P.O. Box 86
Crete, NE 68333

Ms. Moria Holly
P.O. Box 208
DeWitt, NE 68341

Ms. Jen Kasl
P.O. Box 287
Dorchester, NE 68343

Ms. Susan Bartles
P.O. Box 94
Tobias, NE 68453

Ms. Donna Rut
P.O. Box 23
Swanton, NE 68445

Mrs. Lori Rezny
P.O. Box 486
Wilber, NE 68465

Ms. Deb Schwisow
P.O. Box 387
Western, NE 68464

Re: Saline County Rural Fire District.

Dear Clerks:

The Saline County Rural Fire District held its budget hearing on September 15, 2026 and finalized its budget for the 2026-2027 year. Based upon the tax collection expected in the next year, they have set the amount for the fire contracts. Enclosed please find two original contracts that outline the payments to your city/village. If you could please obtain the signatures from your representatives and return both to me, I will finalize the signatures on behalf of the Rural Fire District. A fully executed original then will be returned to you for your records.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Bradley T. Kalkwarf

BTK:em
Enclosures

FIRE PROTECTION CONTRACT

1. PARTIES: The Saline County Rural Fire Protection District, a legally organized rural fire protection district in Saline County, Nebraska, hereinafter designated as the District and the City of Crete of Crete, a Municipal Corporation, by and with its Municipal Volunteer Fire Department hereinafter designated as the Municipality.

2. PURPOSE: The District is organized for the purpose of providing protection for the rural area within its boundaries supported by a general property tax levy on properties within said District, and has adopted the policy of contracting with the City of Crete, a Municipal Corporation, within said county to furnish said fire protection with its own firefighters and equipment for a consideration, in order to make more effective the use of the fighting equipment, and to avoid expensive duplication of apparatus and facilities. This arrangement is made as a substitute for the actual ownership and operation of fire fighting equipment by the District. This agreement is not a third party beneficiary contract, and no taxpayer within said District shall be construed to be a beneficiary thereof or have any rights, claims or demands in the premises, whatsoever; and that all acts of the parties in pursuance hereof shall constitute a governmental function and not a proprietary function.

3. RELATIONSHIP OF PARTIES: It is understood and agreed that the relationship of the parties to this contract is that of independent contractors and it shall not be otherwise construed either in law or equity.

4. TERMS: This contract covers the period from the 1st day of July, 2026, to the 30th day of June, 2027, inclusive.

5. CONSIDERATION: Subject to the tax collections, the District agrees to pay to the City of Crete the sum of $50,000.00 payable as follows:

50% thereof on or before the 1st day of January, 2027,

50% thereof on or before the 30th day of June, 2027,

provided however, that in the event of a deficiency in the funds of said District occasioned by the non-payment of taxes the payment of the above consideration may be postponed until adequate tax collections have been made.

6. PAYMENT CALCULATION: This contract shall include the base contract sum of $40,000.00 and the additional sum of $10,000.00 for population density payment. Due to the increasing development around Crete and exposure for potential higher losses due to fire in those areas, the Saline County Rural Fire Protection District Directors voted for the contract to include the additional payment.

7. USE OF CONSIDERATION: As a part of the covenants hereof, it is understood and agreed that the above consideration paid to the said Municipality

may be expended only for fire protection purposes, including the purchase and maintenance of equipment.

8. RECEIVING AGENCY: The City of Crete hereby designates the City Treasurer of the City of Crete as the official to whom the consideration above mentioned shall be paid and as the person who shall officially receipt for the same.

9. SCOPE OF OPERATION: The scope of operation contemplated by the parties hereto are as follows:

A. The City of Crete agrees to keep and maintain in use fire fighting equipment and apparatus suitable for rural fire protection in conformity with the suggestions and recommendations of the State Fire Marshal of the State of Nebraska and the Nebraska Inspection Bureau Minimum Specifications.

B. That the Municipality agrees to answer all emergency fire calls in the rural area embraced within said Fire District and to have a representative at the Annual District Meeting to report on the number of fire calls answered and general information concerning fire protection and equipment.

C. The City of Crete shall not be obligated to answer fire calls in the event that its firefighters or equipment are not available for reasons beyond the control of said Municipality.

D. In answering rural fire calls the City of Crete agrees only to make a reasonable human effort, and while its firefighters and equipment will be put to their best efforts, it shall not be held accountable or responsible for loss or destruction of property or for errors of judgment, mistakes, accidents or negligence, either gross or slight, of any of its members; and said Municipality shall be the sole judge of its manner of answering calls and the use of its equipment and its fire fighting activities.

10. INSURANCE: The City of Crete covenants and agrees to maintain in force Workmen's Compensation Insurance on all persons registered and certified with said Municipality as Volunteer Firefighters engaged in answering rural fire calls, and adequate general Liability Insurance on all motor vehicles used by it to answer rural fire calls.

11. CANCELLATION: In the event of willful failure or refusal of said Municipality to answer fire calls as herein provided, the District may cancel this contract by giving written notice thereof to the receiving agents named in paragraph 7 hereof.

12. AUTHORITY: The City of Crete covenants that this contract has been formally approved by the governing body of said City and authority for its execution passed and approved and that this contract has been formally approved by the

official Fire Department of said Municipality and authority for its execution duly passed and approved.

Dated this _____ day of _____, 2026.

SALINE COUNTY RURAL FIRE PROTECTION DISTRICT

_____
President

_____
Secretary

CITY OF CRETE

By:_____
Mayor

By:_____
City Clerk

By:_____
Chief

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official Fire Department of said Municipality and authority for its execution duly passed and approved.

Dated this _____ day of _____, 2026.

SALINE COUNTY RURAL FIRE PROTECTION DISTRICT

_____
President

_____
Secretary

CITY OF CRETE

By:_____
Mayor

By:_____
City Clerk

By:_____
Chief

Danko Emergency Equipment
302 East 4th Street
Snyder, NE 68664 (866) 568-2200

PROPOSAL

City of Crete
243 East 13th Street
Crete , NE 68333

Wednesday, September 30, 2026

We hereby propose to furnish, after your acceptance, approval, and proper execution of the accompanying contract, the fire apparatus as follows:

One (1) Medix AL 171 mounted on a Ford F-550 4X4 Diesel

As per the specifications attached herewith. FOB - Snyder, NE

TOTAL APPARATUS

Three Hundred Sixty-One Thousand Fifteen and 20/100 $361,015.20 *

ADDITIONAL TERMS

Graphics included in the proposal. Graphics by Revolution Wraps.

* Does not include applicable taxes. Any local or state tax, if applicable, must be added to the above price.

PAYMENT TERMS

Payment is DUE UPON delivery of the apparatus. NOTE: The price is subject to increase because of changes in market condition or increases in cost of raw materials or components. Primarily based on the price of the chassis. Delivery subject to change. All payment are to made to Danko Emergency Equipment.

Upon payment, Danko Emergency Equipment shall furnish the purchaser a "Statement of Origin" or the necessary validated documents required for title application.

Shipment of completed apparatus shall be made within 730 calendar days after our approval of properly signed contract, subject to causes beyond our control. This proposal is made subject to your acceptance within thirty (30) days from date of same. If acceptance is delayed beyond that period, we will, upon request, advise you of any increase in said amount which may be occasioned by causes beyond our control.

Respectfully submitted,
Danko Emergency Equipment

Customer acceptance of proposal only signed at contract signing.

Date: _____

BY: Jeff Horn

Printed Name: _____

Danko Emergency Equipment

Signature: _____

NOTE: Additional Payment terms available upon request.

Community in Motion

CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT

Event Title: Halloween street block

Date of Event October 31, 2026

Start Time of Event 6:00 PM

Finish Time of Event 8:00 PM

Location of Event West entrance into neighborhood.
Corner of Iris Ave and St. Andrew's Dr.

DO NOT WRITE IN THIS SPACE

Application #_____

City Admin. Review _____

Public Works Review _____

Emergency Services Review _____

Parks & Recreation Review_____

Council Meeting Date

_____

Approved _____

Denied _____

Insurance Certificate Required _____

Ins. Cert. Received _____

☑ This request is for temporary occupation of the street or sidewalk right-of-way.

Streets or Alleys requesting to be closed . West entrance into neighborhood. St. Andrew's Dr.

Special Equipment traffic barricade

Organization Neighborhood

Responsible Party Erika Newmyer

Address 2005 Fairway Dr. Crete, NE 68333

Phone 402-699-8661

(COMPLETE REVERSE SIDE)

By signing this application, Applicant agrees to indemnify and hold the City of Crete and all of its officers and employees harmless from and against any and all claims made by any person or any loss or damage sustained by any person as a direct result of the acts or omissions of the Applicant, its employees, agents, invitees, or guests or as a direct result of the event set forth in the application and any activities related thereto (the "Event"). Applicant agrees to abide by all applicable laws, rules, and regulations pertaining to Applicant's event, including those relating to copyright and intellectual property. Applicant shall bear the sole responsibility for securing any necessary licenses, including music licenses, prior to the event and shall indemnify and hold the City of Crete and all of its officers and employees harmless from and against any and all claims made by any person alleging intellectual property infringement or other claims related to licensure or lack thereof.

Signature of Responsible Party

REQUIRED ATTACHMENTS:

☐ Diagram or print of location of event.

☐ If alcoholic liquor will be served, copy of SDL.

☐ If alcoholic liquor will be served, description of barricades, devices, security measures, etc. to ensure compliance with The Nebraska Liquor Control Act:

_____

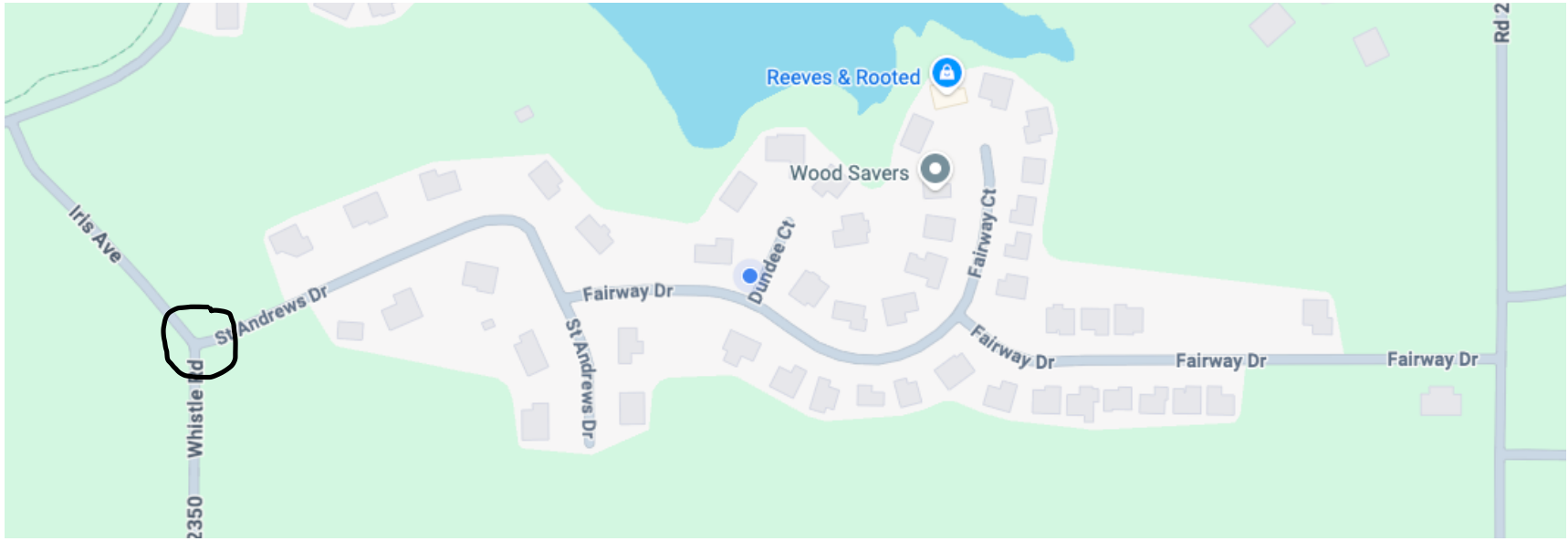
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☐ Copy of insurance covering event with City of Crete as named insured.


Reeves & Rooted
Wood Savers
Iris Ave
St Andrews Dr
Fairway Dr
Dundee Ct
Fairway Ct
St Andrews Dr
Fairway Dr
Fairway Dr
Fairway Dr
Whistle Rd
2350
Rd 2