

Public Safety Committee Meeting
Tuesday, September 19, 2023 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 a recommendation to the City Council on the MACH user agreement and price increase for the Crete Police Department.
- 3.B. Consider a recommendation to the City Council on the Application For Special Event Permit SE23-07 from the Crete Chamber of Commerce for the Pumpkin Festival Children's Parade.
- 3.C. Consider a recommendation to the City Council on the Application For Special Event Permit SE23-08 from the Crete Chamber of Commerce for Crete's Great Pumpkin Festival.
- 3.D. Consider a recommendation to the City Council on lowering the age requirement to 18 years old with consent for fire department volunteers.
- 3.E. Consider a recommendation to the City Council on eliminating the US citizenship requirements for fire department volunteers.
- 3.F. Discussion on allowing associate membership for the fire department for those that live outside our district.
- 3.G. Consider a recommendation to the City Council on a 4-year service agreement for the Fire Department's Lifepak AED's.

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.



Jim Pillen
Governor

STATE OF NEBRASKA

NEBRASKA STATE PATROL
Colonel John A. Bolduc
Superintendent
P.O. Box 94907
Lincoln, NE 68509-4907
Phone (402) 471-4545

Chief Gary Young
Crete Police Department
1945 Forrest Avenue
Crete, NE 68333

September 1, 2023

Dear Chief Young,

The purpose of this letter is to address necessary cost increases associated with maintenance and infrastructure of MACH (Mobile Architecture for Communications Handling). The Nebraska State Patrol administrates the MACH application, which provides a collaborative command and control vehicle location and communication tool to over 125 federal, state, county, local and tribal law enforcement agencies in Nebraska.

The MACH software was shared with agencies beginning in 2016. The rate of \$24 per user/year has remained the same over the 6-year period of the statewide shared software model. The MACH fees paid by the agencies cover the cost of the infrastructure needed to support MACH as well as an annual Google Map License Fee. Cost increases are now necessary to cover the cost of the Google license fee and the infrastructure. In 2023, the Google License fee increased from \$12 per user/year to \$15 per user/year. In response to that increase as well as increased costs for infrastructure, effective January 1, 2024, the annual MACH fee will be \$29 per user/year.

Pursuant to the software sharing agreement executed between your agency and the Nebraska State Patrol, you may terminate your current agreement with 30 days written notice. If you choose not to terminate, to avoid any interruption in service, please sign the enclosed revised Exhibit A, Mach Agreement reflecting this rate increase and return to the NSP TraCS/MACH mailbox at nsp.tracsmach@nebraska.gov or via mail to Nebraska State Patrol, 4600 Innovation Drive, Lincoln NE 68521, Attn: NSP IT, no later than November 30th, 2023.

If we do not receive your executed agreement, nor a cancellation notice, your agreement for Mach software will automatically terminate on December 31st, 2023. We are attempting to provide enough advance notice for all agencies to make the proper adjustments to their respective annual budgets.

If you have any questions concerning these increases, please do not hesitate to contact Christine Neukirch at (402) 479-4016. Thank you for your continued partnership in public safety.

Sincerely,

A handwritten signature in blue ink that reads "John A. Bolduc".

Colonel John Bolduc
Superintendent of Law Enforcement and Public Safety



AN INTERNATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

An Equal Opportunity Employer



EXHIBIT A
MACH AGREEMENT

Whereas the parties have an agreement to share software services, and whereas **Crete Police Department** desires to have access to the MACH software, pursuant to prior agreement, the parties agree pursuant to Sections 1 and 2 of the Software Sharing Agreement to the following additional terms and conditions:

SERVICES

The parties agree that the Nebraska State Patrol will provide the infrastructure and access to MACH. The infrastructure includes databases, server and a redundant system. The Nebraska State Patrol will also provide initial training, agency and user account set-up and on-going support.

FEES

Effective, January 1, 2024, the fee for MACH Support is \$29 per user account per year. For any services provided prior to January 1, 2024, services will be prorated at a rate of \$24 per user account. For any activation of services after January 1, 2024, services will be prorated at \$29 per user account per year. User accounts added or removed during the year between reporting periods will not affect the rate. In subsequent years, the number of user accounts will be determined by the Nebraska State Patrol and billed in December. Payments shall comply with Section 2 of the prior agreement referenced above.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:

Crete Police Department

By: _____ Date: _____
Signature

Name and Title: _____

Party providing services:

Nebraska State Patrol

By: _____ Date: _____
Kevin M. Ryan, Captain
Administrative Services



CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT
CHILDREN'S PARADE

Date of Event 10-7-23

Start Time of Event 10:00 AM (SETUP @ 9:30 AM)

Finish Time of Event 2:00 PM

Location of Event PARADE
ROUTE BEGINS @ 10TH & MAIN,
DOWN MAIN, TURN ON 12TH STREET
AND END AT CITY PARK

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

Streets or Alleys requesting to be closed _____

12TH STREET BETWEEN LINDEN & KINGWOOD
INCLUDING ALLEY. TEMPORARY BARRICADES
AT 10TH & LINDEN AND 10TH & MAIN
REQUEST USAGE OF CITY PARKING LOT LOCATED

Special Equipment BARRICADES FOR STREET / ALLEY CLOSURES

4-55 GALLON TRASH CONTAINERS

Organization CRETE CHAMBER OF COMMERCE

Responsible Party JACK COCHAN

Address 1302 LINDEN AVENUE CRETE, NE 68333

Phone 402-691-2821

[Signature] 9-1-23
Signature of Responsible Party

DO NOT WRITE IN THIS SPACE

Application # SE 23-07

Public Works Review _____

Emergency Services Review _____

Council Meeting Date 9-19-23

Approved _____

Denied _____

Insurance Certificate Required _____

Ins. Cert. Received _____

Conditions listed on back

Park & Rec Revi

REQUIRED ATTACHMENTS:

Diagram or print of location of event.

If alcoholic liquor will be served, copy of SDL.

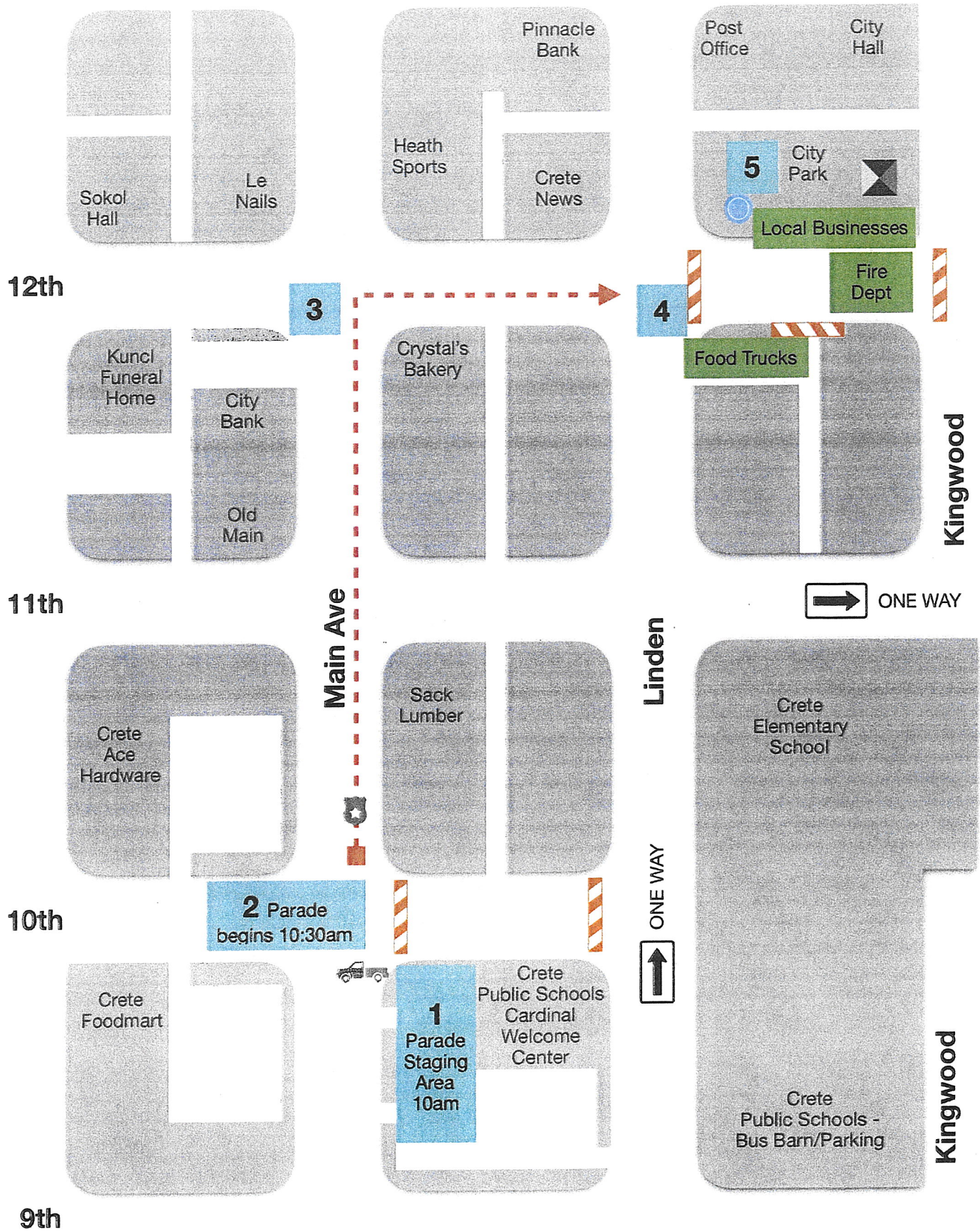
If alcoholic liquor will be served, description of barricades, devices, security measures, etc.
to ensure compliance with The Nebraska Liquor Control Act:

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

Crete's Great Pumpkin Festival - Children's Parade

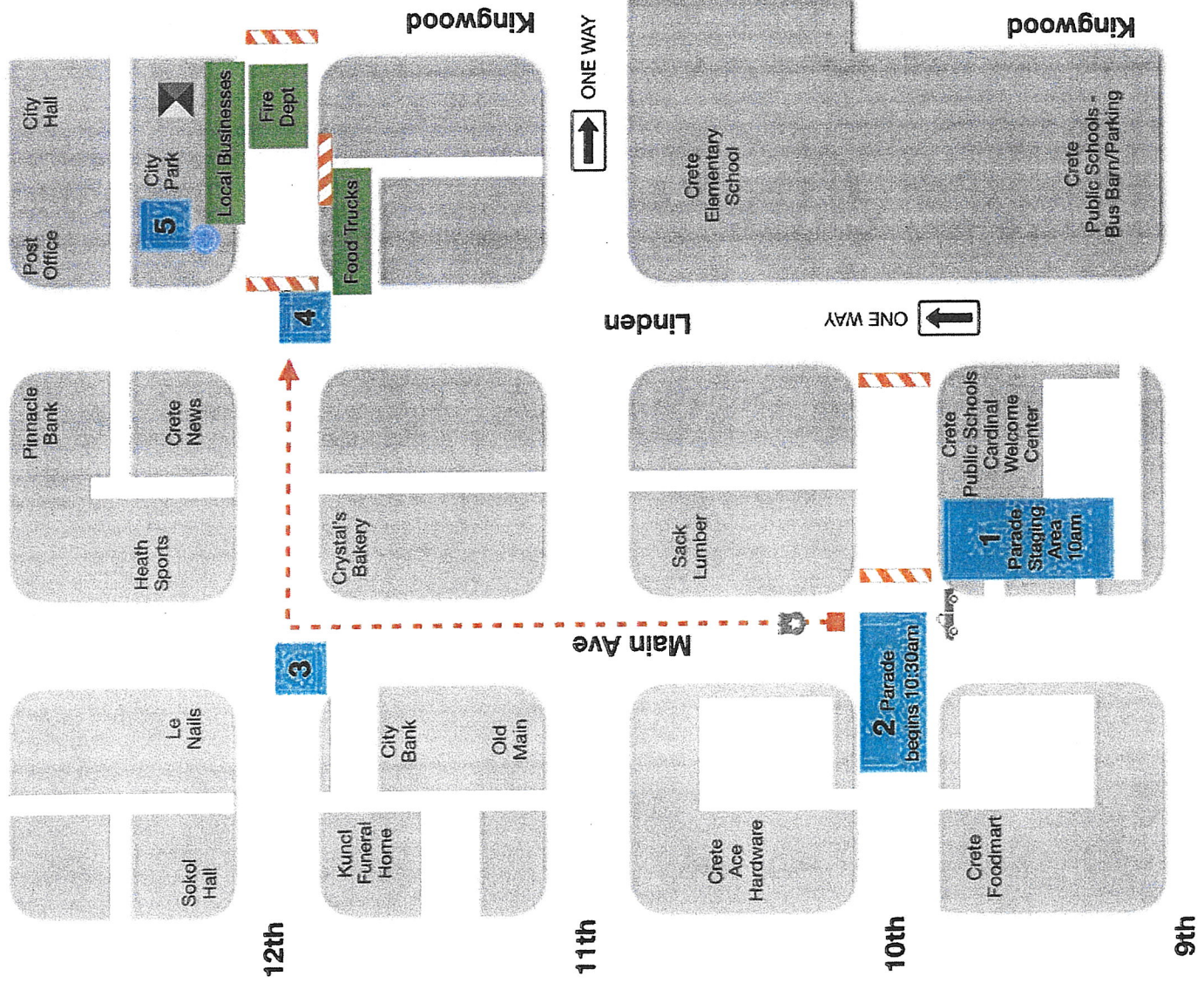
Saturday, Oct. 7, 2023

13th Street/Highway 33



Crete's Great Pumpkin Festival - Children's Parade Saturday, Oct. 7, 2023

13th Street/Highway 33



1. 10:00 to 10:30 am
Parade participants arrive and stage at Crete Public Schools Cardinal Welcome Center parking lot
2. 10:30 am
Police car leads parade onto Main Ave while City truck blocks northbound traffic. All participants stay on east side of Main Ave.
3. Parade turns east onto 12th Street. All participants stay on the south side of 12th Street.
4. At Linden Ave, the parade crosses the intersection into City Park as the lead police officer directs traffic.
5. Parade ends at City Park



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Bauer Insurance Inc. 1241 Main P.O. Box 159 Crete, NE 68333 David A Bauer	402-826-5141	CONTACT NAME: David A Bauer PHONE (A/C, No, Ext): 402-826-5141 E-MAIL ADDRESS: daveb@bauerinsuranceinc.com	FAX (A/C, No): 402-826-4322
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Auto Owners Insurance		18988	
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		39997389	12/04/2022	12/04/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			INCL IN GENERAL LIABILITY			COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	39108118	12/04/2022	12/04/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 100,000
			N/A				E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Crete is listed as an additional insured as required by contract.

CERTIFICATE HOLDER City of Crete 223 E 13th Street Crete, NE 68333	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CITY OF CRETE
APPLICATION FOR SPECIAL EVENT PERMIT
CRETE'S GREAT PUMPKIN FESTIVAL

Date of Event 10-8-23

Start Time of Event 12:00pm (SETUP @ 7:00am)

Finish Time of Event 5:00 pm

Location of Event _____

DOWNTOWN CRETE AND CITY PARK

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

Streets or Alleys requesting to be closed _____

MAIN AVENUE FROM 13th to 9th ST
LINDEN AVENUE FROM 13th to 11th ST
12th STREET (NORMAN to JUNIPER STREETS)
11th STREET (NORMAN to LINDEN'S FILEETS)
10th STREET (NORMAN to LINDEN STREETS)

Special Equipment BARRICADES FOR STREET / ALLEY CLOSURES

12-55 gallon TRASH CONTAINERS

Organization CRETE CHAMBER OF COMMERCE

Responsible Party JACK COCHAR

Address 1302 LINDEN AVENUE CRETE, NE 68333

Phone 402-641-2821

Jack Cochar 9-1-23
Signature of Responsible Party

DO NOT WRITE IN THIS SPACE

Application # SE23-08

Public Works Review _____

Emergency Services Review _____

Council Meeting Date

9-19-23

Approved _____

Denied _____

Insurance Certificate Required

Ins. Cert. Received _____

Conditions listed on back

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:

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



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INSURED Crete Chamber of Commerce PO Box 465 Crete, NE 68333															

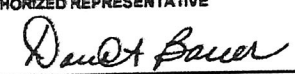
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		INCL IN GENERAL LIABILITY			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	39108118	12/04/2022	12/04/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Crete is listed as an additional insured as required by contract.

CERTIFICATE HOLDER City of Crete 223 E 13th Street Crete, NE 68333	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CRETE RESCUE SQUAD LP15 and LP1000

Quote Number: 10734921

Version: 1

Prepared For: CRETE RESCUE SQUAD

Attn:

Rep: Scott Pufahl

Email:

Phone Number:

GPO: EMS

Service Rep: Steve Lutjemeier

Quote Date: 07/13/2023

Email: steve.lutjemeier@stryker.com

Expiration Date: 08/12/2023

Contract Start: 05/16/2023

Contract End: 05/15/2027

Delivery Address

Name: CRETE RESCUE SQUAD

Account #: 20011963

Address: 210 E 14TH ST

CRETE

Nebraska 68333-1643

Bill To Account

Name: CRETE RESCUE SQUAD

Account #: 20011963

Address: 210 E 14TH ST

CRETE

Nebraska 68333-1643

ProCare Products:

#	Product	Description	Months	Qty	List Price	Disc % Off Contract	Sell Price	Total
1.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPK-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	48	1	\$2,204.00	15.0%	\$7,493.60	\$7,493.60
2.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR Preventative Maintenance Batteries Service	48	2	\$456.00	0.0%	\$1,824.00	\$3,648.00
3.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR Preventative Maintenance Batteries Service	48	3	\$456.00	0.0%	\$1,824.00	\$5,472.00
4.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPK-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance Batteries Service	48	2	\$2,204.00	15.0%	\$7,493.60	\$14,987.20

ProCare Total: \$31,600.80

ProCare Annual Payment: \$7,900.20

Price Totals:

Grand Total: \$31,600.80



CRETE RESCUE SQUAD LP15 and LP1000

Quote Number: 10734921

Version: 1

Prepared For: CRETE RESCUE SQUAD

Attn:

Rep: Scott Pufahl

Email:

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Quote Date: 07/13/2023

Email: steve.lutjemeier@stryker.com

Expiration Date: 08/12/2023

Contract Start: 05/16/2023

Contract End: 05/15/2027

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Payment Schedule

Starting Balance:

\$31,600.80

Date	Payment	Balance
05/01/2023	\$7,900.20	\$23,700.60
05/01/2024	\$7,900.20	\$15,800.40
05/01/2025	\$7,900.20	\$7,900.20
05/01/2026	\$7,900.20	\$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	46513658
2.0	PROCARE-SVC-AED-FIELD-REPAIR	36269565
2.0	PROCARE-SVC-AED-FIELD-REPAIR	36269564
3.0	PROCARE-SVC-AED-FIELD-REPAIR	36066418
3.0	PROCARE-SVC-AED-FIELD-REPAIR	36066402
3.0	PROCARE-SVC-AED-FIELD-REPAIR	36066430
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50574937
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50574739

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number _____

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.