

Public Safety Committee Meeting
Tuesday, August 5, 2025 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 Crete Police Department applying for the Highway Safety Mini-grant for car seats.

3.B. Consider the Saline County Rural Fire MFO Agreement

3.C. Consider authorizing to apply for the LARM Safety Grant

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.



Nebraska Department of Transportation Highway Safety Office (NDOT-HSO)
CHILD SAFETY SEATS MINI-GRANT CONTRACT APPLICATION AND AWARD
MUST BE APPROVED BY NDOT-HSO PRIOR TO PURCHASE

Please Type DATE: July 29, 2025
APPLICANT: Crete Police Department
ADDRESS: 1945 Forest Avenue
CITY, STATE, ZIP: Crete, NE 68333 E-MAIL: dawn.jonas@crete.ne.gov
TELEPHONE #: 402-826-4311 FAX #: 402-826-6430 FEDERAL I.D. #: 47-06006154
Unique Entity Identifier (UEI) #: (Required after April 1, 2022) NSZJX92LS4R3
Commercial and Government Entity (CAGE) Code: 6VZ55

PROJECT DESCRIPTION: This reimbursement Mini-Grant Contract provides funding assistance to Nebraska Child Safety Seat Inspection Stations to acquire child safety seats for distribution to low-income residents. NDOT-HSO will provide funding assistance for child safety seats as demonstrated by the needs in the community not to exceed \$2,500.00 per award.

Applicant must attach the required supporting documentation as prescribed below:

- 1) number of requested child safety seats.
2) description of equipment to be purchased (U.S. product make, model, manufacturer).
3) itemized cost summary of equipment to be purchased (3 competitive bids).
4) counties/cities served and days and hours of operation per month.
5) current inventory of child safety restraints for distribution to low-income clients.
6) copy of applicant's policies outlining inspection fee amount (if any), low-income guidelines.
7) criteria for providing new child safety seats to low-income clients.
8) copy of inspection station's activity logs for previous 12-month period.
9) copy of organization's current seat belt policy and drug-free workplace policy, and
10) if applicable, submit proof showing current 501 (c) (3) status, as granted by the IRS.

BUDGET: 1) Number of Child Safety Seats # 32
2) Total Cost \$ 2500
3) Cost to NDOT Highway Safety Office \$ 2500

Activity Dates: From: 08-15-25 To: 02-15-26

Applicant agrees to complete and return to the manufacturer all Product Registration Cards upon distribution of the child safety seats. Within sixty (60) days from the conclusion of the activity the reimbursement request must be submitted. After sixty (60) days, reimbursements may not be honored.

Applicant must 1) receive approval of the Mini-Grant Contract from the NDOT-HSO prior to purchase; 2) incur the expenses (pay the bills); 3) request reimbursement for the amount awarded on a "Mini-Grant Contract Claim for Reimbursement (CR); and 4) complete the CR and attach the required supporting documentation as prescribed below.

Itemize expenditure(s) on the Claim for Reimbursement located on the NDOT-HSO website under Grant Forms.

- 1) Attach a copy of the invoice(s) from the vendor with the itemized costs of the child safety seats.
2) Attach a copy of the check(s) paid by the applicant to the vendor for the child safety seats.

Acceptance of Conditions: Mini-Grant Contract Award recipient agrees to comply with all applicable federal and state laws, rules and regulations, and certifications and assurances located in Attachment A of the Grant Contract Proposal Guide and Policies and Procedures. Guide and forms can be found on the NDOT-HSO website at http://dot.nebraska.gov/safety/hso/grants/. Failure to comply with these conditions may result in termination of this Grant Contract Award. All Awards are subject to availability of Federal Funding.

Authorized Signature of Applicant Date Print or Type Name and Title
William J. Kovarik, Administrator
NDOT Highway Safety Office Date Print or Type Name and Title

Return completed form to: NDOT - Highway Safety Office
P.O. Box 94612
Lincoln, Nebraska 68509-4612

Email: ndot.hso@nebraska.gov
Phone: (402) 471-2017
FAX: (402) 471-3865

TO BE COMPLETED BY NDOT-HSO

Project No.: SB: DF: RA: 501 (c)(3) Contract Approval Date:

The Catalog of Federal Domestic Assistance (CFDA) number assigned to this Mini-Grant Contract is 20.616

Federal Aid Identification Number (FAIN): 69A3752430000405BNEL 69A3752530000405BNEL

FY2025

Revised 9/2024

KALKWARF Law
& SMITH Offices
LLC



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

April 29, 2025

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

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

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

Mr. Jerry Wilcox
P.O. Box 86
Crete, NE 68333

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

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

Ms. Heather Varney
235 Maple St.
Friend, NE 68359

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

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

Diane Notiffee
Saline County Clerk

Re: Saline County Rural Fire MFO Agreement

Dear Clerks:

Enclosed please find a draft copy of the above-referenced agreement for review and consideration by your City/Village/County Agency. This agreement would be for the fiscal years 2025-2026, 2026-2027 and 2027-2028. As you may recall this will be the third multi-year agreement for the MFO. The 2019-2022 agreement had a levy of 1.4¢ and the 2022-2025 agreement had a levy of 1.5¢. In keeping with that same pattern, this current agreement has a common levy of 1.6¢.

Each of your cities, villages and county agencies will need to vote on approval of the contract. Once you have approved the MFO agreement, please contact my office so that we can provide you with the original contract for signatures. We will also need a copy of the minutes showing the motion and approval of the agreement, as we need to attach that to the application for the MFO grant money each year.

Should you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

Bradley T. Kalkwarf

BTK:em
Enclosures

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2025 by and between the undersigned cities, villages and rural fire protection districts of the State of Nebraska (hereinafter referred to as “Participants”), which, by this agreement, create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. 35-1201, et. Seq. (as amended).

WHEREAS, certain cities, villages and rural fire protection districts located in Saline County, Nebraska, desire to create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. 35-1201, et. seq. (as amended).

NOW THEREFORE, BE IT AGREED BY THE UNDERSIGNED PARTICIPANTS AS FOLLOWS:

Section 1. That the Participants hereby create a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. 35-1201, et. seq. (as amended). This mutual finance organization shall be known as the Saline County Rural Fire Protection Mutual Finance Organization.

Section 2. The Mutual Finance Organization Board shall determine the property tax levy needed to jointly finance the undersigned fire districts, excluding any bonded indebtedness and lease purchase contracts which are in existence on July 1, 2025.

The Participants hereby agree pursuant to Neb. Rev. Stat. §35-1204(1) that the Mutual Finance Organization levy and agreed upon property tax rate of .01600 for the first year of this agreement. Further the Participants agree that no Participant shall levy a higher tax rate for the remaining tax years covered by this agreement.

Section 3. This agreement shall terminate on June 30, 2028, unless extended by the mutual agreement of all Participants.

Section 4. There is hereby established a joint board responsible for administration of this cooperative undertaking to be formally known as the Saline County Rural Fire Protection Mutual Finance Organization Board of Directors (hereinafter referred to as “the Board”).

Section 5. The governing body of each Participant shall designate one representative to serve on the Board herein established. The governing body of each participant shall also appoint one person to serve as an alternate representative on the Board to serve temporarily for the representative as may be necessary in the event that the representative cannot serve. No prior notice need be given to the Board that the alternate representative will serve. The Board is authorized and directed to prepare and submit a timely application to the Nebraska Mutual Finance Assistance Fund for the maximum assistance available to the Saline County Rural Fire Protection Mutual Finance Organization for the years 2025-2026, 2026-2027 and 2027-2028. The Board is authorized to do all things necessary and proper to obtain such assistance, including

signing applications and receiving funds without further or additional authorization of the individual parties to this agreement. A majority vote of the members of this board is empowered to act for the joint and mutual benefits of the parties in such matters. Each member shall be entitled to one vote. The Board shall distribute all assistance funds to the participants as herein provided. It shall not acquire or hold any property other than public funds to be distributed to the participants hereunder.

Section 6. The Chairperson shall be the Chairperson of the Saline County Rural Fire Protection District and the Secretary shall be the Secretary of the Saline County Rural Fire Protection District. An annual meeting shall be held in conjunction with the annual meeting of the Saline County Rural Fire Protection District and notice shall be given to all participants with at least forty-eight (48) hours written notice to all members of the Board.

Section 7. The Mutual Finance Organization Board shall divide among the undersigned Fire Districts/Departments any funding it receives for operational and equipment needs of the Fire Districts. Any special payments received under the Nebraska Municipal Finance Assistance Act shall be paid directly to the Rural Fire District, City or Village that qualified for said payment, in accordance with the Act.

That funding shall then become the property of the respective Fire Districts/Departments. All real and personal property currently owned or acquired in the future by the respective Fire Districts/Departments shall remain their own separate property.

Section 8. This agreement shall supplement and not replace or modify the terms of any mutual assistance agreements or interlocal cooperation agreements among the parties or any of them in effect upon the date of this agreement.

Section 9. This agreement shall not be construed to have created a separate legal entity.

Section 10. Except as herein specifically provided otherwise, each Participant shall maintain its authority and indebtedness as a governmental subdivision.

DATED this _____ day of _____, 2025.

SALINE COUNTY RURAL FIRE
PROTECTION DISTRICT

Attest:

Gary Baxa, Secretary

BY: _____
Allen Papik, President

Attest:

Sheldon Kohout, Secretary

FRIEND RURAL FIRE DISTRICT

By: _____
Mike Weber, President
Date: _____

Attest:

Susan Bartels, Village Clerk

VILLAGE OF TOBIAS, NEBRASKA
A Municipal Corporation

By: _____
Gary Dick, Chairperson
Date: _____

Attest:

Donna Rut, Village Clerk

VILLAGE OF SWANTON, NEBRASKA
A Municipal Corporation

By: _____
Charles Runty, Chairperson
Date: _____

Attest:

Moria Holly, Village Clerk

VILLAGE OF DE WITT, NEBRASKA
A Municipal Corporation

By: _____
Lyle Fink, Chairperson
Date: _____

Attest:

Deb Schwisow, Village Clerk

VILLAGE OF WESTERN, NEBRASKA
A Municipal Corporation

By: _____
Andy Schoenbeck, Chairperson
Date: _____

Attest:

Jennifer Kasl, Village Clerk

VILLAGE OF DORCHESTER,
NEBRASKA
A Municipal Corporation

By: _____
Roger Miller, Chairperson
Date: _____

Attest:

Heather Varney, Deputy City Clerk

CITY OF FRIEND, NEBRASKA
A Municipal Corporation

By: _____

Judith Knoke, Mayor

Date: _____

Attest:

Nancy Tellez, City Clerk

CITY OF CRETE, NEBRASKA
A Municipal Corporation

By: _____

Dave Bauer, Mayor

Date: _____

Attest:

Lori Rezny, City Clerk

CITY OF WILBER, NEBRASKA
A Municipal Corporation

By: _____

Roger Chrans, Mayor

Date: _____