

CITY OF CRETE, NEBRASKA
CITY COUNCIL REGULAR MEETING
October 19, 2021

Notice of the meeting was given by posting and publishing in The Crete News, the appointed method for giving notice as shown by the Proof of Publication attached to the minutes. Advance notice of the meeting was also given to the Mayor and City Council. Pursuant to Section 84-1412(8) of the Nebraska Open Meetings Act, the City has posted a current copy of the Open Meetings Act, Laws of the State of Nebraska in the back of the Council Chambers. Additional copies are available to read. The City may consider items listed on the agenda in random order. All proceedings shown were taken while the meeting was open to the attendance of the public.

Those in attendance pledged allegiance to the flag.

1. Open Meeting
2. Roll Call
Ryan Hinz: Present
Jack Oelschlager: Present
Dale Strehle: Present
Present: 3.

3. Items of Business

- A. Provide a recommendation to the City Council on authorizing the Police Chief to apply for a NDOT Highway Safety grant as part of the national Buckle Up, Every Trip, Every Time campaign.

Recommend to the City Council to authorize the Police Chief to apply for a NDOT Highway Safety grant as part of the national Buckle Up, Every Trip, Every Time campaign. Carried with a motion by Ryan Hinz and a second by Dale Strehle.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

Lieutenant Gary Young informed the committee that this grant is another one like 'Click It or Ticket' that they like to participate in around the Thanksgiving holiday.

- B. Provide a recommendation to the City Council on entering into the 2021 Rural Fire Protection agreement with Saline County Rural Fire Protection District.

Recommend to the City Council to enter into the 2021 Rural Fire Protection agreement with Saline County Rural Fire Protection District. Carried with a motion by Dale Strehle and a second by Ryan Hinz.

Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

Fire Chief Tod Allen explained that this agreement is beneficial to all parties involved. It's an agreement that each fire department helps each other out whenever possible.

- C. Provide a recommendation to the City Council on approving the employment of new firefighters Tiffany Carnahan, Hayden DeBoer, Alex Miguel-Jacinto, and Carissa Moore and adding them to the City's insurance roles.

Recommend to the City Council to approve the employment of new firefighters Tiffany Carnahan, Hayden DeBoer, Alex Miguel-Jacinto, and Carissa Moore and adding them to the City's insurance roles. Carried with a motion by Ryan Hinz and a second by Dale Strehle.
Ryan Hinz: Aye, Jack Oelschlager: Aye, Dale Strehle: Aye
Aye: 3, No: 0

- 4. Officers' Reports
- 5. Adjournment

Mayor

(SEAL)

City Clerk-Treasurer

I, Jerry Wilcox, City Clerk for the City of Crete, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council. I hereby certify that a copy of the Open Meetings Act was posted in the back of the Council Chambers. I certify that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk. I certify that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting and that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public. I certify that the minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of the City Council. I certify that all news media requesting notification concerning meetings of the City Council were provided with advance notification of the time and place of said meeting and the subjects to be discussed.

City Clerk-Treasurer

(S E A L)

NEBRASKA “Click It or Ticket”

November 2020 Schedule

** WATCH FOR THESE DATES	November 2 nd	Overtime Application Due	
	Week of Nov 8 th	Pre-Enforcement Wave Survey	
	Week of November 15 th	Local media event/Pre-Press Release	
	November 24 th – 28 th	Enforcement Wave	
	Week of November 29 th	Post-Enforcement Wave Survey	
	Week of November 29 ^h	Local media event/Post-Press Release	
	December 7 th	Activity Summary Due	

Overtime Application – Due November 2nd, 2020

- All Nebraska Law Enforcement Agencies are encouraged to participate in this mobilization.
- Requests for funding assistance must be approved before overtime enforcement activity takes place.

Pre-Wave Survey – Conduct week of November 8th, 2021

- A pre-wave seat belt and child safety seat usage observation survey should be conducted by agencies approximately 2 weeks before the enforcement wave to measure local restraint usage. The site selected for the survey should be representative of the community as a whole. By recording pre- and post-wave usage rates, you help measure the impact of this campaign. *Surveys can be conducted by other organizations (i.e., Kiwanis, Boy Scouts).

Local Media Event/Pre-Press Release – Release week of November 15th, 2021

- The media event will announce the upcoming enforcement wave and the results of the pre-wave observation survey.
- You are encouraged to enlist the help of local seat belt advocates (i.e., Safe Communities team, physicians, EMS, Child Passenger Safety Technicians).
 - <https://dot.nebraska.gov/safety/hso> Website containing Nebraska statistics, facts, links to national websites

Enforcement Wave – Enforcement dates are November 24 – 28th, 2021

- Increased traffic enforcement with zero tolerance for seat belt and child restraint violations will occur statewide **November 24 – 28, 2021**.
- Multi-agency enforcement activities are encouraged.
- Officers are asked to “Take the ticket as seriously as the problem,” by issuing tickets, not warnings, when possible.

Post-Wave Survey – Conduct week of November 29th, 2021

- A post-wave seat belt usage observation survey should be conducted the week after the enforcement wave to measure local restraint usage.
- The survey should be conducted at the same site, on the same day of the week, and at the same time as the original pre-wave survey.

Local Media Event/Post-Press Release – Release week of November 29th, 2021

- This media event will announce the enforcement results, including observational survey results, number of citations issued, and “beyond the ticket” activity.

Activity Summary – Due December 7th, 2021

- This form is compiled with those of other enforcement agencies, allowing us to report on efforts in Nebraska.

NEBRASKA
Seat Belt and Child Restraint Observational Survey Form

Agency: _____ Survey Date: _____ Time: _____

Survey Location: _____

Check the appropriate column to indicate a belted or unbelted driver, front seat passenger, or rear seating for Child Safety Seats, child 8 years or younger.

	Yes	No		Yes	No		Yes	No		Yes	No
1			26			51			76		
2			27			52			77		
3			28			53			78		
4			29			54			79		
5			30			55			80		
6			31			56			81		
7			32			57			82		
8			33			58			83		
9			34			59			84		
10			35			60			85		
11			36			61			86		
12			37			62			87		
13			38			63			88		
14			39			64			89		
15			40			65			90		
16			41			66			91		
17			42			67			92		
18			43			68			93		
19			44			69			94		
20			45			70			95		
21			46			71			96		
22			47			72			97		
23			48			73			98		
24			49			74			99		
25			50			75			100		

NEBRASKA
Seat Belt and Child Restraint Observational Survey Form

Agency: _____ Survey Date: _____ Time: _____

Survey Location: _____

Check the appropriate column to indicate a belted or unbelted driver, front seat passenger, or child 5 years or younger.

	Yes	No		Yes	No		Yes	No		Yes	No
1			26			51			76		
2			27			52			77		
3			28			53			78		
4			29			54			79		
5			30			55			80		
6			31			56			81		
7			32			57			82		
8			33			58			83		
9			34			59			84		
10			35			60			85		
11			36			61			86		
12			37			62			87		
13			38			63			88		
14			39			64			89		
15			40			65			90		
16			41			66			91		
17			42			67			92		
18			43			68			93		
19			44			69			94		
20			45			70			95		
21			46			71			96		
22			47			72			97		
23			48			73			98		
24			49			74			99		
25			50			75			100		

Please Type

DATE: _____

APPLICANT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ E-MAIL: _____

TELEPHONE #: _____ FAX #: _____ FEDERAL I.D. #: _____

Data Universal Numbering System (DUNS) #: _____ Commercial and Government Entity (CAGE) Code: _____

Does the Applicant have an active registration at SAM.gov? Yes No Active registration at SAM.gov is required for all Federal Funding.

Please see details at: <https://dot.nebraska.gov/safety/hso/grants/mini/>

PROJECT DESCRIPTION: The purpose of this mini-grant contract is to provide funding assistance to law enforcement agencies for selective overtime enforcement in the emphasis area of: **(Check One) Occupant Protection , Alcohol , Speed , Distracted Driving , or General Traffic** . The funding assistance will provide reimbursement for overtime salaries. Regular traffic enforcement activities must remain at the current level and all activities funded by this mini-grant must be above and beyond the current level of enforcement activity.

Please complete items 4 – 5 below using the definitions on the reverse side and submit a copy of your department’s current seat belt policy and drug-free workplace policy.

1. **Baseline Information:**
To participate in the National Click It or Ticket High-Visibility Enforcement Mobilization November 24-28, 2021.
2. **Selective Overtime Enforcement Objective:**
To increase statewide observed seat belt use of front seat outboard occupants in passenger vehicles by 4.4 percentage points from 80.6 percent (5 year rolling average in 2016-2020) to 85.0 percent by December 31, 2022.
3. **Selective Overtime Enforcement Activity:**
Overtime enforcement will be scheduled during the highest traffic and crash days and hours in our jurisdiction.
4. **Selective Overtime Enforcement Budget:**
5. **Impact Evaluation:**

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.**

This mini-grant contract is financed on a reimbursement basis. The applicant must 1) receive approval of the mini-grant contract from the NDOT-HSO; 2) incur the expenses (pay the bills); 3) request reimbursement on a **Mini-Grant Contract Claim for Reimbursement** (CR) located on the NDOT-HSO website at <http://dot.nebraska.gov/safety/hso/grants/grant-forms/>; and 4) complete the CR and attach the required supporting documentation as prescribed below.

- a) Copies of the pre- and post-publicity announcing the overtime enforcement activity.
- b) **Grant Funded Enforcement Activity Summary** (provided with award letter).
- c) Provide the name, the time and number of hours worked, regular and overtime hourly rates for each officer.
- d) Provide the amount paid to each officer and payroll documents to substantiate each expenditure.

Acceptance of Conditions: The mini-grant contract award recipient agrees to comply with all applicable federal and state laws, rules and regulations, and certification and assurances located in Attachment A of the **Grant Contract Proposal Guide and Policies and Procedures**. The Guide 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

Return completed form to: NDOT - Highway Safety Office Email: ndot.hso@nebraska.gov
P.O. Box 94612 Phone: (402) 471-2515
Lincoln, Nebraska 68509-4612 FAX: (402) 471-3865

TO BE COMPLETED BY NDOT-HSO

FUNDING ASSISTANCE: The NDOT-HSO will provide reimbursement for the following expenditures:
Overtime Salaries \$ _____ Total Reimbursement not to Exceed \$ _____

Project No.: _____ **SB:** **DF:** **RA:** **Contract Approval Date:** _____

The Catalog of Federal Domestic Assistance (CFDA) number assigned to this Mini-Grant Contract is **20.600**.
Federal Aid Identification Number (FAIN) **69A37521300004020NE0**.

DEFINITIONS

BASELINE INFORMATION explains the following:

- Who* is being affected by a specific injury problem?
What injuries are occurring (type, severity and frequency of fatal and non-fatal injury)?
· Include at least 3 years of data.
When the injuries are occurring (i.e., time of day, day of week)?
Where the injuries are occurring (specific geographic location)?
Why the injuries are occurring (contributing factors -- i.e., alcohol, speed, lack of belt use, etc.)?

NOTE: The number of deaths is low in most communities. Non-fatal serious injury crash data may provide a more complete picture.

SELECTIVE OVERTIME ENFORCEMENT OBJECTIVE

Every selective overtime enforcement activity must have an objective to reduce fatal and serious injury crashes as outlined by the baseline information. The objective states exactly how much injury reduction will be achieved in a specific period of time. The contributing factors must also be addressed (i.e., alcohol, speed, etc.). Every objective must be SMART: Specific, Measurable, Action oriented, Realistic, and have a Time frame.

SELECTIVE OVERTIME ENFORCEMENT ACTIVITY

The activity must coincide with the problems outlined in the baseline data and respond to the stated objective. The specific locations, time of day, day of week, number of officers and traffic problem (i.e., alcohol, speed, etc.) must be included.

SELECTIVE OVERTIME ENFORCEMENT BUDGET

The budget must include the total number of officers, total number of hours, officer's hourly rate of pay, and the total amount of funding assistance being requested.

IMPACT EVALUATION answers the question "Did we reduce injuries?"

In the application, explain what you will evaluate. In the project summary (submitted after the completion of the activity) answer the following:

- Question #1: Did the activity reduce the types of injuries that were targeted?
Question #2: Did the activity reduce those kinds of injuries by as much as predicted?



KALKWARF & SMITH

LAW OFFICES LLC

Farmers & Merchants Bank Bldg.
321 South Main, P.O. Box 905
Wilber, NE 68465-0905
Tel (402) 821-2001
Fax (402) 821-3368

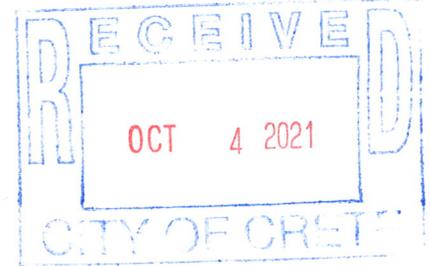
BRADLEY T. KALKWARF
SHAYLENE M. SMITH

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

September 30, 2021

Ms. Judi Meyer
P.O. Box 86
Crete, NE 68333

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



Ms. Gloria Riley
P.O. Box 287
Dorchester, NE 68343

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

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

Ms. Donna Rut
P.O. Box 387
Western, NE 68464

Ms. Donna Rut
P.O. Box 94
Tobias, NE 68453

Re: 2021-2022 Rural Fire Contract.

Dear Clerks:

Enclosed please find two (2) originals of the 2021-2022 Rural Fire Contract for review and signature. The Saline County Rural Fire District Board voted to set the contract at \$30,000.00 each for this fiscal year. If you could please obtain the three signatures on both copies and return them to me at your earliest convenience, I will then get the signatures of the rural fire board members and return one original for your records.

Should you have any questions, please advise.

Very truly yours,

Bradley T. Kalkwarf

BTK:ks
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, 2021, to the 30th day of June, 2022, inclusive.

5. **CONSIDERATION:** Subject to the tax collections, the District agrees to pay to the City of Crete the sum of \$30,000.00 payable as follows:
50% thereof on or before the 1st day of January, 2022,
50% thereof on or before the 30th day of June, 2022,
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. **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.

7. **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.

8. 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.

9. 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.

10. 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.

11. 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 _____, 2021.

SALINE COUNTY RURAL FIRE
PROTECTION DISTRICT

CITY OF CRETE

President

By: _____
Mayor

Secretary

By: _____
City Clerk

By: _____
Chief