

Public Safety Committee Meeting
Tuesday, July 15, 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 authorizing the Crete Police Department to apply for the Vested Interest in K-9s-K9 Vest grant.

3.B. Consider authorizing the Crete Police Department to apply for the CALEA Agency Support Program Grant

3.C. Consider Resolution 2025-10 authorizing the Mayor to enter into an agreement with NDOT

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.



Vested Interest in K9s – K9 Vest Application Form

**PLEASE SUBMIT ALL INFORMATION THROUGH THE APPLICATION PORTAL:
AT WWW.VIK9S.ORG/PORTAL (no other means of submission is available)**

Vested Interest in K9s, Inc. (VIK9s) is a 501(c)(3) organization providing K9 bullet- and stab-protective vests, essential equipment, and other assistance to law enforcement and related agencies throughout the United States. All vests are donated at no cost to eligible agencies.

K9 must be at least 20 months old. Vest awards are given on a first-come, first-served basis as funds become available through donations. Each vest is embroidered with one of seven available sentiments chosen by the donor. This application does not guarantee a K9 vest award.

VEST APPLICATION REQUIREMENTS:

1. The Application Form: All fields on this form must be completed, agreed to, and submitted by an authorized party, known as the Authorized Signer. Only a superior to the handler can serve as the Authorized Signer. By completing and signing this form, the Authorized Signer, on behalf of his/her agency, agrees to all Terms & Conditions (see below). The Authorized Signer must provide a signature and verifiable cell phone number.

***Please Note: the K9 handler may serve as the Public Information Officer (PIO). If the agency does not have an internal media person or is prohibited from distributing a press release, provide an alternate contact that you will distribute the press release to below.**

2. The Sizing Form: complete and submit as a fillable PDF or JPG file (see attached).

3. Certification: Provide proof of certification in a recognized discipline naming both the handler and the K9. It must be current from within the previous 12 months (unless otherwise stated). If not required by your state, submit a copy of your most recent pass/fail exam or latest up-to-date training record. *The submitter attests that the certifying agency approves of the use of the certifier's electronic signature.

4. Biography: Provide a one-paragraph biography for each applicant team (a template is provided). To be accepted, the biography must contain all of the following components: a) K9's name and age; b) K9's certification(s); c) name of handler (if allowed); d) name and location of agency; e) K9's off-duty likes and dislikes. Other K9 pertinent information is welcomed.

5. Provide two high-quality digital photos of your K9 (one on-duty and one off-duty). These photos must be taken up close and be in focus, in good lighting, and with pleasant backgrounds. Handler may be in the photos. **K9 cannot be wearing any equipment EXCEPT a leash, badge, and/or collar.**

PARTICIPATION TERMS & CONDITIONS:

1. Two separate press releases are required; one IMMEDIATELY upon notification of the vest award and one IMMEDIATELY upon receipt of the awarded vest(s) approximately ten weeks after vest order. A template with instructions is provided to the handler and serving PIO. It must appear in its entirety as defined by the accompanying instructions. VIK9s reserves the right to issue an independent press release regarding grant awards. Samples of published press releases are available at www.vik9s.org or www.facebook.com/vik9s.

2. Vest cancellations or returns can only be accepted if; 1) the K9, unfortunately, passes away or is no longer active at your agency; or 2) the agency's K9 program is disbanded; or 3) another vest product is being used instead. Vest returns to VIK9s are at the agency's expense within 45 days of any of these status changes. The agency will assume financial responsibility for any lost or stolen vest and reimburse VIK9s for vest replacement cost within 45 days of proof of delivery.

3. By signing below, the Authorized Signer gives permission to VIK9s for the following: a) the use of any and all submitted application components for fundraising activities through our website, social media, and third-party fundraising promotions; b) to use, publish, and reproduce comments/testimonials from the agency and/or grant recipient on behalf of his/her K9 partner, including handler (if allowed), K9's name, agency, city, and state for promotion, advertising, or other purpose.

List each handler/K9 team in the space below, limited to 10 K9s per form. Successful submission through the portal is based on agency's IT email space capacity.

Print Name: _____ Authorized Signature: _____

Authorized Signer (NOT HANDLER)

Original Signature Required

Date: _____ Authorized Signer Rank/Title: _____ REQUIRED CELL# _____

Email: _____ Agency: _____ State: _____

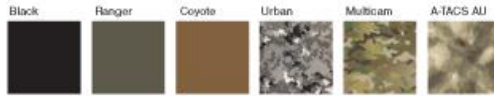
PIO/Media Contact: _____ Rank/Title: _____

Direct Phone: _____ Ext.: _____ Email: _____



Questions: Call (508) 824-6978

VIK9s REV Ref Date 6/14/24



K-9

Your K9 partner is covered with the VIK9s™ custom built carrier sized for each K9 . VIK9s newly developed carrier brings maximum comfort, mobility and light weight design to your K9's armor.

The vest features a heavy duty zipper closure combined with a velcro and snap system for easy donning and doffing and a breathable Dri-lex mesh liner for comfort. The girth is fully adjustable with a unique paracord lacing system. The vest features dual D-rings allowing for short or long leads at each end of a robust control handle and a left and right ID tag.

Made from durable materials, the VIK9s offers maximum coverage to the vital organs.

ARMOR OFFERING



Top of the line ballistic armor package. Extremely light weight, wearable, along with exceptional ballistic performance makes the Paladin the top choice for comfort and ballistic performance.





CALEA Agency Support Program

Application

Instructions: Please complete this form in its entirety. Incomplete applications may be rejected. Use additional pages if necessary.

GENERAL INFORMATION			
Agency Name (in full): Crete Police Department			
Street Address: 1945 Forest Avenue			P.O. Box:
City: Crete		County: Saline	
State/Province: NE	ZIP/Postal Code: 68333	Country: USA	
If a P.O. Box is preferred, check here: <input type="checkbox"/> (Please include street address for UPS deliveries.)			
Telephone: 402.826.4311		Fax: 402.826.6430	
AGENCY CEO			
Name: Gary Young, Jr.		Title: Chief of Police	
Telephone: 402.826.6427	Extension:	Email: gary.young@crete.ne.gov	
AGENCY ACCREDITATION MANAGER (if any)			
Name: Dawn Jonas		Title: Lieutenant	
Telephone: 402.826.6440	Extension:	Email: dawn.jonas@crete.ne.gov	
FINANCIAL OFFICER:			
Name: Wendy Thomas		Title: Financial Director	
Telephone: 402.826.6408	Extension:	Email: wendy.thomas@crete.ne.gov	
GOVERNMENTAL CEO			
Name: Dave Bauer		Title: Mayor	
Telephone: 402.826.4313	Extension:	Email: dave.bauer@crete.ne.gov	

City of Crete/ State of Nebraska Agreement

Installation and Operation of Automated License Plate Reader

On State Highway

This agreement is between the State of Nebraska, Department of Transportation (State) and the City of Crete, Nebraska (City). The Agreement is also being signed by the Crete Police Department (Police Department) to confirm the Police Department's understanding of its Statutory and Contractual obligations under this Agreement. The parties to this Agreement may be collectively referred to as the Parties.

Preliminary Statements

Whereas, the Crete Police Department is the local law enforcement agency of the City, and for purposes of this Agreement, the City and the Police Department will be referred to as "City", and

Whereas, under the Automatic License Plate Reader Privacy Act (the "Act") (Neb. Rev. Stat. 60-3201 through 60-3209), the City is allowed to install, operate, and maintain automatic license plate reader system ("ALPR System") so long as it is operated for the purposes allowed and as provided in the Act.

Whereas, the City is currently planning to install, operate and maintain and ALPR System on or along the State Highway at or near the location specified below in this Agreement, and

Whereas, part of an ALPR System could potentially be installed on part of the State highway right-of-way, outside the traveled portion of the public property, and for this Agreement, the area of the State highway located outside of the traveled way will be referred to herein as the "State Highway".

Whereas, The State is willing to allow the City to install, operate and maintain some or all of its ALPR System on the State Highway so long as it is accomplished at no cost, obligation or liability for the State, in accordance with the terms of the Act, and consistent with this Agreement, and

Whereas, the City Council authorizes the Mayor to sign this Agreement, as evidenced by the Resolution of the City Council dated the _____ day of _____, 202____, attached as Attachment A and made part of this Agreement.

NOW THEREFORE, in consideration of these facts and the mutual consideration of the Parties, the Parties agree as follows:

Section 1. Purpose of the Agreement. The purpose of this Agreement is to authorize and provide the conditions for the City to use and occupy the State Highway for the installation, operation and maintenance of an ALPR System.

Section 2. Definition of "City's ALPR System". The City's ALPR System includes, but is not limited to, all ALPR related equipment and materials installed by the City on the highway including, but not limited to, ALPR devices, cameras, transmitters, receivers, antennae, power cables and equipment, communication cables and equipment, attachment or connection devices, and other components, materials or equipment related to the ALPR System Project.

Section 3. Description of the Project. The City proposes to install, operate and maintain the City's ALPR System at the locations listed on Attachment B of this Agreement, not to exceed 3 (three) total proposed locations.

Section 4. Duration of the Agreement. This Agreement will be effective beginning on the date it is signed by both Parties and will end on December 31st of the fifth year after the date when the Agreement was effective. Upon written requests by the City, and upon written approvals by the State, this Agreement may be renewed for up to two (2) additional five (5) year terms.

Section 5. City's Duties. The City agrees to the following terms, conditions and obligations for the City's ALPR System project in exchange for obtaining a limited right to use and occupy the State Highway at no charge:

5.1 Costs, Obligations and Liability. The City will be solely responsible for all costs, obligations and liability arising out of (a) the City's ALPR System, and (b) the City's use and occupation of the State Highway. The City shall notify its insurance carrier, or its official risk management entity, of the City's obligations under this Agreement and the City will ensure it meets its obligations to be fully responsible for its use and occupancy of the State Highway as provided under this agreement.

5.2 ALPR System Location Selection Process. In Attachment B, the City has identified proposed locations for the installation of the City's ALPR System. The City and State will work together in good faith to attempt to identify a location or locations acceptable to the State for the placement of the ALPRs.

5.3 Compliance with the Act. The City will be solely responsible for complying with all applicable terms of the Act and any other State or Federal law related to the City's use or occupancy of the State Highway and operation of the ALPR System.

5.4 Obtain Permit from State. Before taking possession of the State Highway for the installation of the City's ALPR System, the City must apply for and obtain a permit to use or occupy the State Highway from the State's local District Office using the State's standard permitting process.

5.5 ALPR Design, Structural Review, Environmental Review, Purchase, Installation and Traffic Control. The City will be solely responsible for the design and installation of the City's ALPR System. If the City's design includes attachment of any ALPR components to any State personal property or an attachment to the real estate, the City must submit to State the opinion of a licensed structural engineer that the personal property or attachment has sufficient structural strength for installation of such device and shall obtain permission from State to use each such State item of personal property or attachment. The City will be responsible for any environmental review or necessary permitting required for the City's ALPR System Project. The City will be responsible for any traffic control related to the installation, operation, repair, and maintenance of the ALPR System, and such Traffic Control shall conform with the Manual on Uniform Traffic Control Devices and all State's typical requirements for traffic control for projects or operations of this type. The State encourages the City to place ALPR System attachments outside of the clear zone designated for the respective State Highway on which it will be installed. However, placement of ALPR System attachments within the clear zone, while meeting all other requirements of this Section, is not considered negligence by the City.

5.6 Notice to State of Start of Work on the State Highway. The City shall give State's District Engineer two weeks written notice of the date the City or City's representatives will first use or occupy the State Highway as a part of City's project to install City's ALPR System. The City will notify State's District Engineer anytime post-installation work, other than routine inspection or simple repair, will be completed on the State Highway. The City will notify State when the City's installation, repair or maintenance projects are completed.

5.7 Ownership, Inspection, Operations, Maintenance and Data. The City will own the ALPR System and will also be solely responsible for all post installation duties related to the City's ALPR System including but not limited to the inspection, operation, repair, restoration, replacement, maintenance, and control of data.

5.8 Damage to ALPR Property. The City will be responsible for any work to repair or replace damage to the ALPR system caused by highway traffic, pedestrians, or others, including damage caused by vandalism or acts of nature. The City may take collection actions against any wrongdoer who has damaged the City's ALPR System. The City agrees to coordinate its collections efforts with State whenever the City knows that the State Highway real or personal property was also damaged by the same person or during the same incident.

5.9 Protection of State Highway. The City agrees to protect the State Highway real or personal property from damage or destruction arising out or related in any way to the City's use or occupancy of the State Highway under this Agreement. When damage or destruction of highway property occurs related to the ALPR System or the City's use or occupancy of the State Highway, the City shall promptly replace, repair, or restore the State Highway to its pre-existing condition, clean and neat, and safe for public use, in a manner and to a condition acceptable to the State. The State Highway includes all real and personal property and includes fixtures and appurtenances, including, but not limited to, highway pavements, paved or unpaved shoulders, turf or other ground cover, vegetation including trees and bushes, curbs, curb ramps, sidewalks, retaining walls, bricks, pavers, surfacing, bridges, drainage culverts, storm sewers, traffic signs and signals, highway lighting and any other structures and attachments of any kind on the State Highway.

5.10 Duty to Notify the State. The City agrees to notify the State when the City becomes aware of any condition, issue or concern on the State Highway that was caused or developed in any way related to the City's use or occupation of the State Highway under this Agreement.

5.11 Interference with State's Highway Devices. The City will be responsible for assuring that the installation or use of the City's ALPR System will not interfere in a significant way with the signals or operation of any State electronic devices located on or in proximity to the State Highway. The City agrees to work with State in good faith to resolve any electronic interference issues related to the City's ALPR System.

5.12 Removal of the City's ALPR System at end of Agreement. The City will be responsible for the removal of any part of the City's ALPR System from the State Highway within one month after termination or ending of this Agreement, except the State may require faster removal when justified for the safety of highway users or for highway projects. The City will restore the State Highway to a clean, neat, and safe condition, essentially to the same condition as it was prior to the installation of the City's ALPR System.

5.13 State Construction or Maintenance Projects. The City agrees to promptly remove at its own cost any part of the City's ALPR System found to conflict with any future State project to reconstruct, maintain, or repair the segment of highway where the City's ALPR System is located. State will assist the City in relocating any component that must be removed to some other location on the State Highway not in conflict with such project. The City further agrees to cooperate with State and to temporarily remove the City's ALPR System as needed, in good faith, for other State purposes.

5.14 Negligence. Each Party agrees to be responsible for that Party's own negligence or intentional acts, and for the negligence or intentional acts of any employees, contractors, representatives, or any person or entity working with or for that Party's benefit, related to the City's ALPR System or the use or occupancy of the State Highway under this Agreement. Further, this Agreement is not intended to shift from the City to the State any duties or any responsibility, liability or costs arising out of the City's ALPR System or the City's use or occupation of State Highway under this Agreement.

5.15 Liability for Improper Use of ALPR System. The City's ALPR System installation and operation is solely a City project and is not a joint enterprise with State. The City agrees to be solely responsible for any claims or liability related to the alleged improper placement or use of

the ALPR System or the ALPR System data. The City agrees to properly protect all data collected including, but not limited to personally identifiable information. The City agrees to defend the State at the City's sole cost, in the event a claim of any type is brought against the City and/or State related to the installation, operation or maintenance of the ALPR System on the State Highway.

Section 6. State's Limited Responsibility. The City and State agree as follows:

6.1 ALPR System Project. The State will have no duty, liability, or responsibility with respect to the City's ALPR System including but not limited to the design, purchase, installation, operation, repair, or maintenance of the City's ALPR System.

6.2 Proposed Locations. The State will assist the City in good faith to attempt to find a location, or locations, where the City's ALPR System may be installed on the State Highway. The State reserves the right to deny access to the State Highway if, after a good faith attempt to find a location to install the City's ALPR System, a location acceptable to the State cannot be found, in State's sole discretion.

6.3 Cooperation. The State will cooperate in good faith with the City when requested concerning any issues of the City related to the use or occupancy of the State Highway with the City's ALPR Project. The State's cooperation with the City will not be found to create a duty of care on behalf of the State to anyone related to the City's ALPR System or the City's use or occupancy of the State Highway. It is understood that the State's representatives will not have any training, expertise or obligation with respect to the City's ALPR System or related to the City's use or occupancy of the State Highway.

Section 7. Termination. This Agreement will be terminated under the following conditions:

7.1 Change of Law. The Act is changed in a way that will directly or indirectly restrict or prohibit in a significant way the use of the State Highway for the ALPR System as contemplated under this Agreement.

7.2 Removal or Discontinuance of Use. The City removes the ALPR System or discontinues use of the State Highway for the operation of an ALPR System for six-months or longer.

7.3 Failure to Follow the Terms of the Act. Breach of the terms of this act, or failure to follow the terms of the Act, after notice from the State, and a failure by the City to cure the alleged breach within the time allowed in the notice of breach.

7.4 By Order of Court. A court with appropriate jurisdiction finds the installation or operation of the ALPR System is contrary to Nebraska law.

Section 8. Drug Free Workplace. The City shall have an acceptable and current drug-free workplace policy on file with the State.

Section 9. Fair Employment Practices. If the City performs any part of the work on this project itself, the City shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126.

Section 10. Disabilities Act. The LPA agrees to comply with the Americans with Disabilities Act of 1990 (P. L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

Section 11. Lawful Presence in USA and Work Eligibility Status Provisions. The City agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its ALPR System project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a

public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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EXECUTED by the City this ____ day of _____, 2025

ATTEST: CITY OF CRETE

City Clerk

Mayor

I am the Chief of Police in the City of Crete. I understand the terms and conditions of this Agreement and hereby agree to require the Crete Police Department to conform to the Act and to the terms and conditions set out in this Agreement.

Chief of Police

Date

Executed by the State this ____ day of _____, 2025

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION

Director

RECOMMENDED:

District Engineer

ATTACHMENT B

Proposed Location: See Attached

State Highway 33

Side of Highway: North

Description of the proposed location along the State Highway where the City requests the City's ALPR System to be installed.

1. Either the Northeast or Northwest corners of the intersection where Highway 33 and Highway 103 intersect.

Description of all ALPR Devices, Equipment and Components expected to be installed on the State Highway:

Equipment will include a camera and solar panel attached to the pole with tensioning straps.

RESOLUTION NO. 2025-10

A RESOLUTION OF THE CITY OF CRETE, NEBRASKA AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH THE STATE OF NEBRASKA DEPARTMENT OF TRANSPORTATION AUTHORIZING CRETE POLICE DEPARTMENT TO INSTALL AUTOMATIC LICENSE PLATE READERS ON STATE HIGHWAY RIGHT OF WAY

WHEREAS, the City of Crete (“City”), a municipal corporation, wishes to install an Automatic License Plate Reader at the intersection of highways 103 and 33; and

WHEREAS, the Automated License Plate Reader would be required to be placed within state highway right-of-way; and

WHEREAS, due to the placement location of the Reader, the City must enter into an agreement with the State of Nebraska, Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CRETE, NEBRASKA:

That the Mayor, David Bauer, be authorized to sign the Installation and Operation of Automated License Plate Reader on State Highway Agreement.

PASSED AND APPROVED this 15th day of July, 2025.

Mayor

ATTEST:

City Clerk