

**Public Works Committee Meeting**  
**Tuesday, December 2, 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 Maintenance Agreement and Certificate of Compliance

3.B. Consider approving the amendments to the Waste Connections Agreement

3.C. Consider the AV Fuel Agreement

3.D. Consider appointing JEO as the 2026 City Engineer

3.E. Crete Crossing Study Grant Application

3.F. Consider authorizing to apply for the Civic and Community Center Financing Fund (CCCCF)

**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**

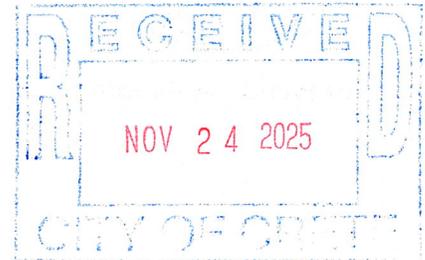
- The Council may enter into closed session to discuss any matter on this agenda when it is determined that a closed session is clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual (if such individual has not requested a public 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](http://www.crete.ne.gov).

# NEBRASKA

Good Life. Great Journey.

**DEPARTMENT OF TRANSPORTATION**

November 14, 2025



RE: Maintenance Agreement Renewal

Dear City Clerk:

Please execute the enclosed Maintenance Agreement and Certificate of Compliance and return all original forms to our office asap.

When we have all signatures required, a copy of the fully signed Maintenance Agreement will be returned to you.

Please return the signed forms to the address below:

Nebraska Department of Transportation  
Attn: Katy Ambriz  
302 Superior St  
Lincoln, NE 68521

Sincerely,

Katy Ambriz,  
NDOT – 302 Superior St, Lincoln, NE 68521  
[kathryn.ambriz@nebraska.gov](mailto:kathryn.ambriz@nebraska.gov)  
402-471-6796

Vicki Kramer, Director

**Department of Transportation**

District 1 Headquarters  
302 Superior Street  
Lincoln, NE 68521-2481

[dot.nebraska.gov](http://dot.nebraska.gov)

OFFICE 402-471-0850 FAX 402-471-3401  
NDOT.ContactUs@nebraska.gov



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DEPARTMENT OF TRANSPORTATION

# AGREEMENT RENEWAL

Maintenance Agreement No. 57

Maintenance Agreement between the Nebraska Department of Transportation and the Municipality of Crete  
Municipal Extensions in Crete

We hereby agree that Maintenance Agreement No. 57 described above be renewed for the period January 1, 2026 to December 31, 2026.

All terms and attachments to remain in effect as per the original agreement with revised rates per Attachment B attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 202 .

ATTEST: City of Crete

\_\_\_\_\_  
*City Clerk/Witness*

\_\_\_\_\_  
*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 202 .

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Transportation*

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
*(Streets Designated Part of the State Highway System excluding Freeways)*

Maintenance Responsibility

Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities	2 <sup>nd</sup> Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility

Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities > 40,000	1 <sup>st</sup> Class Cities < 40,000	2 <sup>nd</sup> Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



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DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Crete

Date: 11/14/25

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.46 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

$$10.46 \text{ lane miles} \times \$2,030.00 \text{ per lane mile} = \$21,233.80.$$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$\text{lane miles} \times \$ \text{ per lane mile} = \$$$

Other (*Explain*)

**STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**NEBRASKA REVISED STATUTE 39-1339  
AND NEBRASKA REVISED STATUE 39-2105**

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
West City Limits to Pine Ave	33	9.47	10.8	1.33	2	2.66	2.66	0
Pine Ave to East City Limits	33	10.8	13.29	2.49	3	7.47	4.98	2.49
South City Limits to Beginning of One-Way Cutoff	103	41.29	42.62	1.33	2	2.66	2.66	0
One-Way Cutoff to N-33 Jct	103	42.62	42.7	0.08	3	0.24	0.16	0.08
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
<b>Total Lane Miles</b>				<b>5.23</b>		<b>13.03</b>	<b>10.46</b>	<b>2.57</b>



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DEPARTMENT OF TRANSPORTATION

# CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 57 QE 2207 Supp 3  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Crete  
Municipal Extensions in Crete

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Brandon Varilek, Department of Transportation, Lincoln, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, 202 .

\_\_\_\_\_  
*City Clerk* *Mayor/Designee*

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
*District Engineer, Department of Transportation*

For Office Use Only	
Agreement No.:	_____
Pay/Bill Code:	_____
Contractor No.:	_____
Amount:	\$ _____

# NEBRASKA

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DEPARTMENT OF TRANSPORTATION

## City Maintenance Agreement

### Attachment B

City of: Crete

Date: 11/18/24

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.46 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

10.46 lane miles x \$2,030.00 per lane mile = \$21,233.80.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (*Explain*)

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339  
AND NEBRASKA REVISED STATUE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
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				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
<b>Total Lane Miles</b>				<b>5.23</b>		<b>13.03</b>	<b>10.46</b>	<b>2.57</b>

**FIRST AMENDMENT TO  
SOLID WASTE COLLECTION AGREEMENT**

This FIRST AMENDMENT to the Solid Waste Collection Agreement, Contract No. 20-01-\_\_\_\_, (the "First Amendment") is made and entered into as of ~~November~~January 1, ~~2025~~2026 (the "First Amendment Effective Date"), by and between the City of Crete, Nebraska (the "City") and Waste Connections of Nebraska, Inc. ("Waste Connections"). The City and Waste Connections are collectively referred to herein as the "Parties" and each individually as a "Party." Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

**RECITALS**

WHEREAS, the City and Waste Connections are parties to the Solid Waste Collection Agreement, Contract No. 20-01-\_\_\_\_, dated April 21, 2020 (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to extend the term of the Agreement and otherwise modify the Agreement as set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements set forth herein, the receipt and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

1. Term of Agreement. As of the First Amendment Effective Date, Section 1.02 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall begin on ~~November~~January 1, ~~2025~~2026 and end on ~~October~~December 31, 2029 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for successive periods of (4) years."

2. Every Other Week Recycling. As of the First Amendment Effective Date, the frequency of recycling collection services as reflected in Section 1.03 of the Agreement for single-family residential units is hereby reduced to every other week.

3. Billing. As of the First Amendment Effective Date, Section 1.04 of the Agreement is hereby amended by deleting the last sentence of that section and replacing it with the following:

"The City is solely responsible for invoicing and collecting payments from residential customers. Waste Connections is solely responsible for invoicing and collecting payments from all commercial customers."

4. Residential Rates. As of the First Amendment Effective Date, Section 3.01 of the Agreement is hereby deleted in its entirety and replaced with the following:

"For the collection of solid waste and recyclable materials placed in approved containers, with occasional overages, from residential households, the residential rates set forth in Exhibit "A" attached hereto shall apply. "

5. Commercial Rates. As of the First Amendment Effective Date, Section 3.02 of the Agreement is hereby deleted in its entirety and replaced with the following:

"For the collection of solid waste and recyclable materials placed in approved carts/toters or dumpsters, with occasional overages, from commercial customers, the commercial rates set forth in Exhibit "A" attached hereto shall apply. "

6. CPI Rate Increase. On ~~November~~January 1, ~~2027~~2028, the rates set forth in Exhibit "A" attached hereto shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve Month Period. The "Prior Rolling Twelve Month Period" shall be the most recent twelve (12) month period for which the CPI-U is available on the date of the rate increase. For purposes of this Agreement, the term "CPI-U" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: Midwest Region, All Items (1982-84 = 100).

7. Reaffirmation and Entire Agreement. The Parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment. The Agreement and this First Amendment represents the entire agreement among the Parties with respect to the matters that are the subject hereof. All the terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.

8. Conflicting Provisions and Severability. In the event of any conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail. The provisions of this First Amendment shall be deemed severable. If any provision of this First Amendment is invalid or unenforceable, such provision shall be of no force or unenforceability and the First Amendment shall otherwise continue in full force and effect.

9. Authorization. Each Party executing this First Amendment represents and warrants that (a) it has carefully read and it understands the contents of this First Amendment, (b) it is duly authorized to cause this First Amendment to be executed and delivered and each person executing this First Amendment in a representative capacity is empower to do so, and (c) it executes this First Amendment freely.

10. Counterparts. This First Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

[Signatures on Next Page]

PASSED AND APPROVED BY THE CITY OF CRETE COUNCIL MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF STATE OF NEBRASKA AND ALL OTHER APPLICABLE LAWS AS OF THE FIRST AMENDMENT EFFECTIVE DATE.

CITY:

WASTE CONNECTIONS:

CITY OF CRETE, NEBRASKA

WASTE CONNECTIONS OF NEBRASKA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A  
Rates and Service Levels**

**Residential Pricing with Every Other Week Recycling**

**Residential Rate Schedule ~~2025~~2026-2029**

Pickup Frequency (Per week)	1 Cart/Toter	2 Carts/Toters
Year 1	\$20.00	\$26.00
Year 2	No Increase	No Increase
Year 3	CPI Increase	CPI Increase
Year 4	No Increase	No Increase

**Yard Waste Services**

Yard waste shall be collected one day each week from April 1 through November 30 of each year at an additional rate of \$12.00/month. Residential customers must elect to receive yard waste service

**Bulk Pick up Services**

This option would be available for every resident at \$0.50 per home per month

**Commercial Pricing for Solid Waste and Recycling Services**

**Crete Commercial ~~2025~~2026-2029 Rate Schedule- Dumpsters**

Pickup Frequency (Per week)	2 Yards	3 Yards	4 Yards	6 Yards	8 Yards
1 Time	\$63.15	\$82.56	\$110.27	\$165.27	\$220.56
2 Times	\$95.79	\$123.27	\$220.34	\$330.84	\$441.13
3 Times	\$127.29	\$165.29	\$330.84	\$496.26	\$661.35
4 Times	\$178.82	\$207.27	\$441.19	\$661.68	\$882.22
5 Times	\$228.89	\$249.26	\$551.41	\$827.11	\$1,102.82
6 Times	\$274.68	\$247.56	\$661.69	\$992.54	\$1,323.39

**Commercial ~~2025~~2026-2029 Rate Schedule Carts/Toters**

Pickup Frequency (Per week)	1 Cart/Toter	2 Carts/Toters
1 Time	\$22.56	\$36.42
2 Times	\$37.78	\$51.01
3 Times	\$51.75	\$65.28

4 Times	\$67.60	\$80.26
5 Times	\$82.29	\$95.82
6 Times	\$96.48	\$110.04

**Price Increases will be CPI Based on the same schedule as the Residential Services**

4898-8772-2356, v. 1

## FSP/NRRP: NATIONAL RAILROAD PARTNERSHIP/FEDERAL-STATE PARTNERSHIP FOR INTERCITY PASSENGER RAIL, NATIONAL PROGRAM

Applications are due January 07, 2026.

Available Funding: \$5.07 BILLION

FRA Website: <https://railroads.dot.gov/partnership-program>

Federal-State Partnership for Intercity Passenger Rail (FSP) National program seeks to improve American passenger rail assets by funding projects that enhance rail safety, reduce the state of good repair backlog, improve performance, or expand or establish new intercity passenger rail service, including privately operated intercity passenger rail service for eligible applicants. This program is for all projects not located on the Northeast Corridor.

- FRA gives preference to the following projects:
- Projects where Amtrak is not the sole applicant
- Projects that improve the financial performance, reliability, service frequency, or address the state of good repair of an Amtrak Route
- Projects identified and consistent with a corridor inventory prepared under the Corridor Identification and Development Program
- Projects that demonstrate an ability to foster a safe transportation system for the movement of goods and people or reduce transportation-related fatalities and serious injuries across the transportation system.

## **BUILD: BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT GRANT PROGRAM**

Available Funding (2024): \$150 MILLION

FRA Website: <https://www.transportation.gov/BUILDgrants>

The U.S. Department of Transportation's (USDOT) Better Utilizing Investments to Leverage Development (BUILD) grant program provides grants for surface transportation infrastructure projects with significant local or regional impact. The eligibility requirements of BUILD allow project sponsors, including state and local governments, counties, Tribal governments, transit agencies, and port authorities, to pursue multi-modal and multi-jurisdictional projects that are more difficult to fund through other grant programs.

For Round 1 of funding, a portion of the FY 2025 funding was reserved for Highly Rated FY 2024 Projects of Merit that were not selected in FY 2024. For Round 2, there will be another round of selections using up to \$150 million in FY 2025 funding. For Round 1:

- 195 FY 2024 Projects of Merit requested nearly \$2.4 billion
- 109 projects were awarded \$1.32 billion across 37 states
- Awards ranged from \$160,000 to \$25 million

## **RCE: RAILROAD CROSSING ELIMINATION PROGRAM**

Available Funding (2024): \$1.15 Billion (At least \$229.3 for Rural/Tribal)

FRA Website: <https://railroads.dot.gov/grants-loans/railroad-crossing-elimination-grant-program>

The Railroad Crossing Elimination (RCE) program seeks to promote the safety and efficiency of the national rail network by providing funding for highway-rail or pathway-rail grade crossing improvements – including projects that focus on safety and mobility enhancements. The RCE program supports the elimination of railroad crossings that pose a safety risk to motorists, pedestrians, and railroad passengers.

## Draft Scope of Work

# Crete, NE-BNSF Railway Corridor Highway/Rail Grade Crossing Safety Study Project

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### *Project Understanding*

The Crete, NE-BNSF Railway Corridor Highway/Rail Grade Crossing Safety Study Project will examine eight existing at-grade crossings in the vicinity of Crete, NE, to look for opportunities to improve safety, mobility, emergency access, and railroad operating efficiency in this busy BNSF rail corridor. There have been several highway-rail incidents in the City and adjacent portions of Saline County. The study will conduct an Alternatives Analysis for the corridor, located on BNSF's Hastings Subdivision, that consists of examining past crash history, performing traffic modeling and analyses to determine potential safety and mobility improvements for the Crete area for the future. These potential options include the following specific highway/rail at grade crossings;

- Conceptual engineering for a potential railroad/vehicle grade separation at Main Avenue (BNSF Milepost 79.64);
- Conceptual engineering for grade crossing upgrades/modifications and/or closures at:
  - Road 2000 (BNSF Milepost 82.24)
  - Blue River Road/Road 2100 (BNSF Milepost 81.23)
  - Arizona Avenue (BNSF Milepost 80.68)
  - W 13th Street (BNSF Milepost 80)
  - Hawthorne Avenue (BNSF Milepost 79.25)
  - Boswell Avenue (BNSF Milepost 79.03) and
  - SH 103 (BNSF 77.65)

The analysis will also look at the adjustments of crossing warning systems timing, railroad signal systems, and track alignment and superelevation to accommodate consistent railroad speed regimes through the City of Crete and its environs. This could potentially improve mobility through Crete by reducing the number of times vehicles wait at crossings for trains to pass and improve Amtrak and BNSF train schedule performance.

The study will also complete an environmental evaluation for the corridor, preliminary engineering for each discrete capital project, as well as cost estimates. The project will develop environmental documentation to enable the city to pursue future construction funding opportunities, conduct technical studies, and develop engineering to a 30% level for each project element. Its scope includes tasks appropriate to the Federal Railroad Administration's (FRA's) National Railroad Partnership Program/Federal-State Partnership Program (Project

Planning and Development Lifecycle Stages). This would position the project to enter the next two FRA Lifecycle Stages, Final Design and Construction.

## **Scope of Services**

### **Task 1 – Project Management**

Project management will be provided throughout the duration of the project. This includes the work necessary to guide and direct overall processes and project team. Project Management will consist of overseeing the study and production efforts including administering the contract, monitoring schedule and budget progress, and directing its quality control activities. It is anticipated that the substantive tasks included in this Scope of Work will require approximately 24 months (2 years) to complete, excluding an estimated 2 months of project initiation and project closeout.

#### **Task 1 Activities**

1. Develop Project Management Plan for project.
  - Approved project Budget (per FRA requirements)
2. Monthly invoice and Progress Reports
  - 1 per month – 24 total months, 24 total
3. Developing and Maintaining Project Schedule
  - Develop Baseline project Schedule
  - Utilize MS Project to develop and maintain project schedule.
  - Monthly Schedule updates
4. Bi-weekly Team Coordination Meetings
  - 24 Total with eight (8) consultant staff each
5. Coordination of Consultant Team and Sub-consultants
6. FRA, Agency, and key stakeholder meetings
  - 24 Total with two (2) consultant staff each
7. Quality Control/Quality Assurance Plan Development
  - Include in PMP
8. Procurement Strategy

- Develop a comprehensive procurement strategy for cost-effective, timely, and construction strategies necessary for project delivery. Activities may include consultant/contractor solicitation development, construction planning, scheduling, and other development in accordance with BNSF and local agency guidelines.

## 9. Change and Risk Management

### **Task 2 – Stakeholder/Public/Community Outreach**

The community engagement consultant will prepare a draft and a final Stakeholder and Community Engagement Plan and will work with the Project Leadership Team (PLT) and the project's engineering/planning consultant to prepare a preliminary Project Purpose and Need to initiate the engagement process. The Stakeholder and Community Engagement Plan will identify a comprehensive set of strategies designed to elicit feedback from all stakeholders and preferences for interaction (in person or virtual) to ensure that a wide range of viewpoints are captured.

#### *Task 2 Activities*

1. Create Stakeholder and Community Outreach Plan
2. Community Outreach Planning and Coordination
  - Prepare plans for each public open house or meeting, 2 total events
  - Prepare and conduct public notifications for the events
  - Event attendance by consultant (2 total, 3-hour meetings with 2 staff members)
  - Prepare post-event summaries including public feedback received
3. Conduct two Design Charette Events in the community
4. On-line public open house for public involvement
  - Preparing and hosting one open house
  - Prepare post-meeting summaries including public feedback received
5. Social Media engagement Activities supporting outreach efforts.
6. Graphics Preparation
  - Prepare concept and/or preliminary level plan and/or alternative graphics for additional grant applications and public/community outreach events.
7. Stakeholder and Community Engagement

- In accordance with the final Stakeholder and Community Engagement Plan, the stakeholder and community engagement consultant will work with the grantee and the PLT to implement the plan and will ensure that all voices are heard. A Draft and Final Community Engagement Report shall be prepared.

### **Task 3 – Transportation and Traffic Study**

This task will consist of conducting a traffic analysis of up to 15 intersections. The analysis will include the following scenarios: existing, future no-build, and future build #1 and future build #2. The existing traffic patterns will be utilized to understand volumetric travel pattern shifts that would occur due to either closures or grade separations. The two future build scenarios have not yet been identified and therefore are not described in detail in this task. The study will include a safety analysis of existing crash history and provide recommendations focused on reducing the number of and severity of the crashes.

#### *Task 3 Activities*

1. **Data Collection:** Traffic counts will be collected at up to 15 intersection in the yellow pin locations shown (AM and PM Peak period counts) on the map on the following page. The AM and PM peak 2-hour periods are assumed to occur from 7:00 to 9:00 AM and from 4:00 to 6:00 PM.
2. **Field Observations:** Up to two (2) staff will be on-site during the traffic data collection periods to observe traffic operations, queuing, and driving behaviors within the project area.
3. **Safety Analysis:** Consultant will obtain the most recent five years of crash data from the FRA and NDOT and perform a safety analysis for the study area. The existing crashes will be summarized in table and figure form. For the analysis we will utilize the Extended Highway Safety Manual (HSM) Spreadsheet Tool to summarize the predicted performance of future safety in terms of crashes by severity (fatal, injury A, injury B, injury C, and property damage only) and expected average crash frequency. The build conditions will be compared to the no-build condition.
4. **Traffic Volume Development:** The existing traffic counts will be adjusted to the peak month. An annual growth rate will be calculated and utilized to predict future year vehicular demands at the study area intersections and rail crossing locations.
5. **Operations Analysis:** The Synchro operations analysis software will be used to analyze traffic operations for the AM and PM peak hours for the following scenarios: existing, future no-build, future build #1, and future build #2. If study area intersections are predicted to fail to meet the applicable operational standards in the future year build conditions, mitigations will be summarized that would allow the intersections to meet standards.

6. Report: The analysis will be summarized and documented in a draft Traffic Safety and Operations Report. Client will review the draft report and provide one set of consolidated non-conflicting comments. The comments will be reviewed and incorporated into a final report.

DRAFT

Anticipated Intersection Traffic Count Locations



## **Task 4 – Alternatives Analysis**

The Consultant, in collaboration with BNSF Railway, will assess the condition of current railroad operations and roadway infrastructure and other relevant conditions within the project area to prepare the Alternatives Analysis Summary document. This assessment will include information on the roadway crossing characteristics, train operations and safety, road network performance and traffic analysis, maintenance activities, and engineering/capacity constraints of the existing highway facilities and/or railway infrastructure. This task will identify any planned or programmed infrastructure improvements contained in state and local planning documents and check to determine whether rail operators have planned infrastructure enhancements within the project study area [to be defined]. The Alternatives Analysis Summary document will also include conceptual design alternatives for roadway alignments/cross-sections and preliminary cost estimates.

### **Task 4 Activities**

- Conceptual design and alternatives analysis for grade separation at Main Avenue crossing
- Conceptual design and alternatives analysis for grade crossing upgrades/modifications and/or closures at:
  - Road 2000 (BNSF Milepost 82.24)
  - Blue River Road/Road 2100 (BNSF Milepost 81.23)
  - Arizona Avenue (BNSF Milepost 80.68)
  - W 13th Street (BNSF Milepost 80)
  - Hawthorne Avenue (BNSF Milepost 79.25)
  - Boswell Avenue (BNSF Milepost 79.03) and
  - SH 103 (BNSF 77.65)
- Conceptual design for railway infrastructure improvements necessary to achieve identified speeds (wayside signal, track, etc.)
- A concept level roll plot will be developed to be used as the basis of design for preliminary design services. This will identify basic alignment, roadway configurations, and ROW impacts. This will be the basis of initial discussions with project stakeholders prior to moving to a 30% preliminary design level.
- Draft Alternatives Analysis Summary document
- Final Alternatives Analysis Summary document

## **Task 5 – Environmental**

For the environmental review, the Consultant shall prepare Technical Reports (TRs) to support both the NEPA and SEPA documentation complying with the National Environmental Policy Act

(NEPA), State Environmental Policy Act (SEPA) and other applicable environmental regulations. The environmental review will analyze the proposed improvements following completion of preliminary design. The Consultant will review potential effects on environmental elements required by NEPA and SEPA as appropriate including: construction period and long-term operational impacts; direct, indirect, and cumulative impacts; measures to avoid, minimize, or mitigate for impacts; and any potential additional measures that could be employed to otherwise minimize or mitigate remaining impacts.

### *Task 5 Activities*

1. Discipline Memos
  - Transportation
  - Wetland Delineation
  - Biological Assessment
  - Section 106 Assessment for Cultural, Historic, and Archeological resources
  - Noise, Air Quality, and Vibration
  - Hazardous Materials
  - Section 4(f) Assessment
  - Critical Areas
  - Nebraska Environmental Protection Act Requirements
2. Draft & Final NEPA documentation
3. Draft & Final SEPA documentation

### **Task 6 – Utilities**

#### *Task 6 Activities*

1. Initial Coordination with Utility Agencies
  - Identifying impacted utility agencies/Initial Utility Contacts
2. Utility Coordination and Meetings
  - Ongoing coordination meetings with utility agencies to identify conflicts with proposed design
  - Utility Coordination Meetings

- 3 Total with three (3) consultant staff each

### 3. Utility Conflict Plans

- Develop initial utility conflict plans for distribution to impacted utility agencies.

## **Task 7 – Geotechnical**

The purpose of this work element is to provide geotechnical engineering design, and construction recommendations for the proposed grade separation or roadway modification projects. Much of the grade separation could consist of either embankment fill slopes/fill walls placed or cut slopes/cut walls (depending on the final design solutions), where highly organic soil may be present under the proposed construction areas. Explorations will be completed to determine the soil and groundwater conditions that underlie the proposed improvements. Methods for mitigating the impacts of the presence of these soils will be evaluated and will vary depending on tested soil conditions. Geotechnical engineering recommendations will be developed for walls, structures, bridges, tunnels, pavements, signal pole foundations, soil bearing pressures for utility structures, and infiltration for potential LID technologies for drainage.

### *Task 7 Activities*

1. Kickoff Meeting
2. Collect and review available geotechnical data
3. Pavement Coring
  - Preparation of Exploration Plans
  - Utility locates for pavement cores
  - Conduct pavement coring explorations
  - Generate logs and photographs
4. Geotechnical Borings
  - Preparation of Exploration Plans
  - Utility locates for soil borings
  - Conduct geotechnical boring explorations
  - Generate boring logs and soils laboratory testing
5. Geotechnical Design

- Evaluate field and laboratory data
- Develop geologic profiles
- Generate AASHTO seismic design parameters
- Structures/retaining wall design and recommendations
- Storm water facility analysis
- Signal pole/luminaire design and recommendations
- Groundwater monitoring
- Draft Geotechnical Engineering Report
- Final Geotechnical Engineering Report

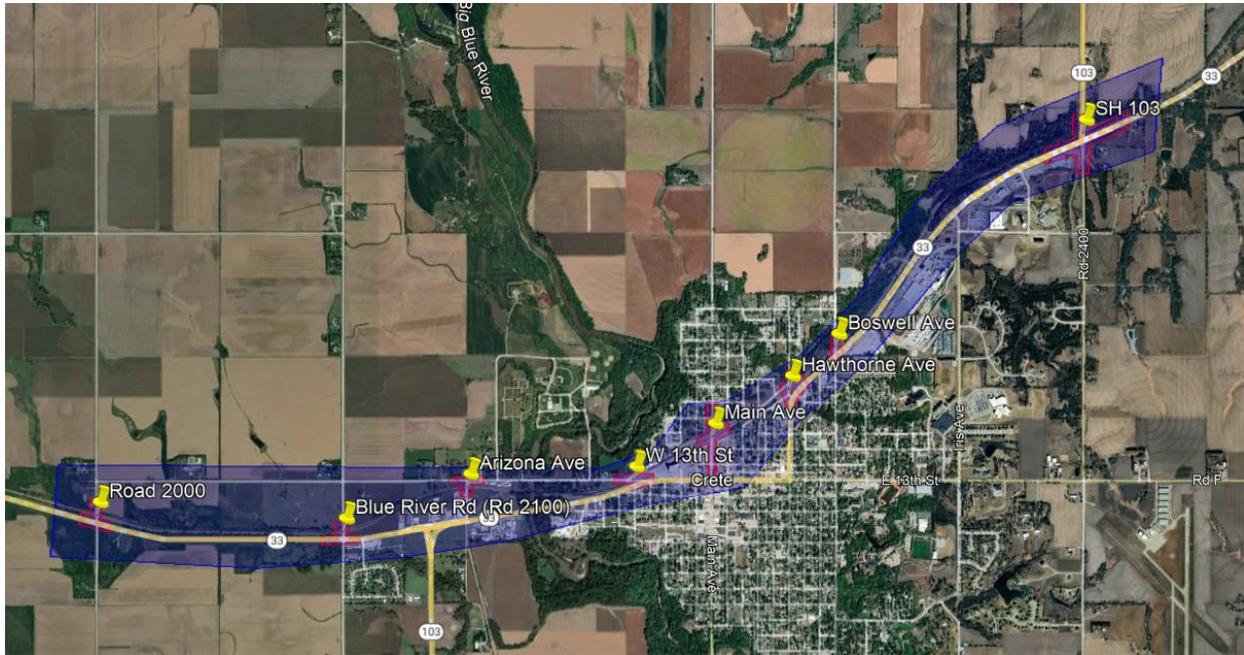
## **Task 8 – Surveying**

Development of topographic and cadastral survey base mapping for the project area. Survey activities will be a combination of topographic, cadastral, and aerial mapping. Refer to the exhibit below for the boundaries.

### *Task 8 Activities*

1. Field Reviews
2. Data collection – existing roadway, ROW, and utility information
3. Horizontal and Vertical Control Networks
4. Establishing Road Centerline Alignments and Rights-of-Way base mapping
5. Aerial Topographic survey with boundaries shown in blue below.
6. Supplemental Topographic and Cadastral Survey with boundaries shown in red below.
7. Alignment, ROW, and Survey Control Plans

Red: Ground Topographic and Cadastral  
Blue: Aerial Survey



## Task 9 – Preliminary Engineering & Plans Preparation

The Consultant will complete preliminary engineering for FRA review and approval, consistent with the FRA-approved National Environmental Policy Act (NEPA) document. Preliminary engineering will include all design development and documentation to demonstrate the effectiveness, feasibility, and readiness of the Project. The Consultant will prepare the preliminary engineering plans (30%) and specifications for the construction of each discrete capital projects.

### Task 9 Activities

1. Data Collection
  - Roadway, utility, and rail as-built collection and review
  - Existing Site Conditions
  - 3 site/field visits with two (2) consultant staff per visit
2. Type, Size, and Location (TS&L) Analysis for grade separation of Main Avenue
  - This preliminary design report will detail different bridge/structures needs for the grade separated crossing.

### 3. 30% Plans Preparation

- A 30% preliminary level set of plans will be developed to be used as the basis of design for final design services but also for use in obtaining future grant funding for the entire project or partial elements of the project.
- The 30% preliminary design objectives will be to include the:
  - 30% preliminary engineering design for a railroad/vehicle grade separation at Main Avenue & BNSF Railway.
  - 30% preliminary engineering design for grade crossing upgrades/modifications and/or closures at:
    - Road 2000 (BNSF Milepost 82.24)
    - Blue River Road/Road 2100 (BNSF Milepost 81.23)
    - Arizona Avenue (BNSF Milepost 80.68)
    - W 13th Street (BNSF Milepost 80)
    - Hawthorne Avenue (BNSF Milepost 79.25)
    - Boswell Avenue (BNSF Milepost 79.03) and
    - SH 103 (BNSF 77.65)
- 30% preliminary plans to be developed include the following disciplines:
  - Cover Sheet & Note Plans
  - Alignment, Right-of-Way, and Survey Control Plans (covered in survey scope)
  - Typical Sections
  - Site Preparation/Removal Plan
  - Roadway/Paving Plans
  - Drainage Plan
  - Structural/Wall Plan
  - Channelization and Signing Plans
- Once the 30% plans preparation is completed, a right-of-way (ROW) needs evaluation will be completed for the grade separation location. This will be developed on plan sheets to show where anticipated ROW acquisitions,

temporary construction easements, and potential (if needed) permanent easements.

#### 4. Estimating

- Preparation an itemized quantity takeoff of bid items and a bottom-up engineer's estimate for the project at the preliminary level submittal. Where practical, the bid items shall be NDOT standard bid items described in NDOT standard specifications and listed in NDOT standard bid item list. The Consultant shall modify unit costs on the basis of their experience and judgment to reflect specific construction requirements of this contract and the general bidding environment.

#### 5. QC Review of 30% Design Deliverables

- Consultant will conduct an internal QC process on the 30% design deliverables. This process will follow the Consultant QC standard process and stored electronically as verification the process has been completed.

#### 6. NDOT Coordination

- NDOT Coordination Meetings
  - Consultant will attend up to 10 meetings with NDOT to collaborate on required design elements, discuss alternatives, structure types, and overall design discussions.
  - Consultant will set up initial kickoff meeting with NDOT to identify necessary documentation.
- NDOT Documentation Support
  - Develop an outline of required documentation needed for project work on NDOT facilities.
  - Support developing required NDOT documentation up to the hours within the scope. It is anticipated that this level of effort will not cover all required documentation, but to get the project documentation completed to a level to support ongoing design deliverables, potential grant funding, NDOT/agency decision points, and overall progress of preliminary engineering.

**BNSF Crete, NE Corridor Study  
Preliminary Cost Estimate**

**A. Summary of Estimated Hours**

Role	Name	Hrs.	x	Direct Rate	=	Cost
1	Project Manager	751		\$ 95.00		\$71,345
2	Principal-in-Charge	30		\$ 130.00		\$3,900
3	QC Manager	242		\$ 90.00		\$21,780
4	Engineering Lead	766		\$ 80.00		\$61,280
5	Senior Engineer	714		\$ 65.00		\$46,410
6	Utilities Lead	280		\$ 60.00		\$16,800
7	Water and Sewer Lead Engineer	110		\$ 55.00		\$6,050
8	Civil Engineer	944		\$ 50.00		\$47,200
9	Design Engineer	470		\$ 40.00		\$18,800
10	Constructability Review Engineer	40		\$ 92.00		\$3,680
11	Traffic Manager/QC	239		\$ 90.00		\$21,510
12	Traffic Lead Engineer	154		\$ 70.00		\$10,780
13	Traffic Engineer	300		\$ 50.00		\$15,000
14	GIS Analyst	175		\$ 46.00		\$8,050
15	Railroad Coordination and Engineering	159		\$ 75.00		\$11,925
16	Track Engineering Designer	165		\$ 40.00		\$6,600
17	Environmental Manager	219		\$ 70.00		\$15,330
18	Environmental Planner	180		\$ 60.00		\$10,800
19	Senior Biologist	160		\$ 60.00		\$9,600
20	Scientist	180		\$ 45.00		\$8,100
21	Survey Manager	95		\$ 60.00		\$5,700
22	Survey QC	30		\$ 85.00		\$2,550
23	Senior Project Surveyor	73		\$ 60.00		\$4,380
24	Project Surveyor	240		\$ 45.00		\$10,800
25	Party Chief	265		\$ 40.00		\$10,600
26	Survey Field Technician	440		\$ 35.00		\$15,400
27	Survey Office Technician	535		\$ 45.00		\$24,075
28	Technical Editor	100		\$ 36.50		\$3,650
29	Project Coordinator	205		\$ 30.00		\$6,150
30	Project Accountant	59		\$ 36.12		\$2,131
31	Public Engagement Manager	70		\$ 80.00		\$5,600
32	Public Engagement Professional	0		\$ 60.00		\$0
33	Public Involvement Coordinator	115		\$ 40.00		\$4,600
		<b>Total Hrs.</b>		<b>8505</b>		

**Total Raw Labor Cost      \$      510,576**

**B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead**

Overhead	Total Raw Labor Cost	\$510,576.08	x	Overhead Mult. 176.36%	=	\$	<b>900,452</b>
FCCM	Total Raw Labor Cost	\$510,576.08	x	FCCM Mult. 0.90%	=	\$	<b>4,595</b>

**C. Profit**

Profit	Total Raw Labor Cost	\$510,576.08	x	Profit 30.00%	=	\$	<b>153,173</b>
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**Subtotal Labor Costs      \$      1,568,796**

**D. Reimbursable Expenses**

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
1 Round Trip Mileage Cost	0	@ \$	134.28 Trip	\$ -
2 Mileage (Miscellaneous)	1000	@ \$	0.700 Mile	\$ 700.00
3 Airfare	0	@ \$	550.00 Trip	\$ -
4 Airfare	0	@ \$	450.00 Trip	\$ -
5 Parking	10	@ \$	10.00 Day	\$ 100.00
6 Rental Car	0	@ \$	150.00 Day	\$ -
7 Lodging (rate + 12% tax)	0	@ \$	150.00 Day	\$ -
8 Meals (and Incidentals)	30	@ \$	59.00 Day	\$ 1,770.00
9 Meals (and Incidentals) - Travel Day	0	@ \$	59.00 Day	\$ -
10 Traffic Counts (Turning Movement)	30	@ \$	250.00 EA	\$ 7,500.00
11 Traffic Counts (ADT)	20	@ \$	300.00 EA	\$ 6,000.00
12 Storm Drain Camera Inspection	0	@ \$	10,000.00 LS	\$ -
13 Survey Aerial	1	@ \$	200,000.00 LS	\$ 200,000.00
14 Survey Miles	1500	@ \$	0.70 Mile	\$ 1,050.00
15 Basic Mail Service	0	@ \$	0.50 EA	\$ -
16 Print/Copy by Vendor (B&W)	0	@ \$	0.07 EA	\$ -
17 Print/Copy by Vendor (Color)	0	@ \$	1.00 EA	\$ -

18	Print/Mount/Laminate by Vendor	0	@ \$ 25.00 EA	\$ -
19	Control Rebar Supplies	60	@ \$ 5.00 EA	\$ 300.00
20	Misc. Survey Supplies (Flagging, Lathe, etc.)	8	@ \$ 1,000.00 EA	\$ 8,000.00
21	ROW Monuments	0	@ \$ 5.00 EA	\$ -
22	Existing Monument Carsonite Posts/Stickers	0	@ \$ 5.00 LS	\$ -
23	Control Markers	0	@ \$ 5.00 EA	\$ -
24	sUAS Equipment Fees	5	@ \$ 650.00 EA	\$ 3,250.00
25	Title Reports	30	@ \$ 350.00 EA	\$ 10,500.00
26	Title Company RW Deed Research	30	@ \$ 100.00 HR	\$ 3,000.00
27	Miscellaneous Office Expenses	0	@ \$ 1.00 EA	\$ -
28	Private Utility Locates	1	@ \$ 40,000.00 LS	\$ 40,000.00
29	Traffic Control	10	@ \$ 4,000.00 LS	\$ 40,000.00
30	Mobile Scanning Fees	1	@ \$ 25,000.00 LS	\$ 25,000.00
31	sUAS Mapping Drone LiDAR	1	@ \$ 15,000.00 LS	\$ 15,000.00
32	sUAS Mapping Drone Tier 3 RTK	0	@ \$ 900.00 Day	\$ -
33	Static 3D Laser Scanner	30	@ \$ 589.00 Day	\$ 17,670.00

**Subtotal Reimbursable Expenses**      **\$ 379,840**

**Prime Consultant Subtotal**      **\$ 1,948,636**

D. Salary Adjustment

Total Raw Labor Cost + Overhead		per year	% of Contract with Adjustment	
\$510,576.08	x	4%	x	2.0
				<b>\$40,846.09</b>

E. Prime Total **\$ 1,989,482.15**

F. Subconsultants & Additional Services Total

1 Geotechnical Services	10.75%	-	-	\$ 266,714.30
<b>Total</b>	<b>10.75%</b>	<b>0.00%</b>	<b>0.00%</b>	
		10.75%	<b>Subconsultants Subtotal</b>	\$ 266,714.30

Project Subtotal      \$ 2,256,196.45

10% Contingency      \$ 225,619.65

**PROJECT TOTAL (E + F) = \$ 2,481,816**



DAVID EVANS  
AND ASSOCIATES INC.

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## 11/25/25 BNSF – Crete Grant Opportunity Follow-Up

<https://deainc.zoom.us/j/94594286172?pwd=9d1fPIJ6tkkHuAmtiHrEdd3BRfctqW.1>

Meeting ID: 945 9428 6172

Passcode: 439870

### Agenda Items (Central Time)

**11:00**

#### **Gather/Introductions**

- Introduce Chris Malm

**11:05**

#### **Review Action Items**

- BNSF/Crete Comment on Preliminary SOW
  - City showed it to council committee, didn't have any issues either
- DEA Develop project budget
- DEA Develop one-pager once clear ideas about scope and budget are had

**11:15**

#### **Scope of Work**

- Comprehensive and holistic
- City does not have survey data
- Budget
  - Need some aspects from BNSF - signal
  - Probably closer to \$3M
    - Full study take you through preliminary engineering and environmental
    - Give you a lot of information
    - Crossing improvements, potential closers,
    - Make best decisions for the city and the community

#### **Project Narrative**

- Template – show the City the different sections that go into the application

### **Fed Forms and Submission**

- SAM-ID – Crete has this.

### **Letters of Support**

- Letter of Support request should come from the City
  - School district weigh in
  - Fire district
  - Sheriff
  - Elected officials - congress person, Nebraska Senate delegation
  - Organization within the city (chamber of commerce, other groups)
  - Operators that run through that with BNSF and Amtrak?
- Jeremy sent the request to Amtrak
- BNSF will have a LOS and commitment
- Crete has some experience in this

### **Benefit-Cost Analysis**

- Involves track record of crossings themselves
- Accidents that have actually occurred and some of the risk indicators
- Guidance has changed - qualitative BCA
- Local level information is really important
  - Any letter of support is really helpful
- Crete - lots of complaints from fire department on crossings being blocked as well as PD and school has been a partner for various research on getting students across
- Calculation for emergency response times - any recurring problems that emergency services have
  - Setting up a meeting with the right personnel

### **Crossing Safety Data**

- Why is Crossing 2000 included -
  - Doesn't have to be in the study
  - 2100 is a concern

- One on Arizona - active project for section 130 for lights and gates
  - BNSF talked about

### **Grant Matching Funding**

- Requires 20% non-federal match
- 2.5-3 million - 500k-600k in match
- BNSF able to do some of that match, talk about in the City's component
- Crete - talked about it with RR transportation safety district
  - Some taxing authority
  - Trying to include as many partners as we can
- Important to answer sooner rather than later

### **Grant Opportunities**

- FSP
- BUILD
- RCE

**11:45**

### **Action Items/Follow-Up Meeting**

Send SOW and Budget  
 Send template of project narrative  
 Send LOS template  
 Crete - potentially setting up meeting with personnel (school, PD, fire, etc.) on BCA  
 Talk offline with BNSF/operators  
 Write up on the benefits of each grant program  
 Crete – matching funds