



# City of Grand Forks

## Staff Report

Committee of the Whole – January 26, 2026

City Council – February 2, 2026

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**Agenda Item:** Cost Participation, Construction, & Maintenance Agreement with the NDDOT and Construction and Maintenance Agreement with the NDDOT and BNSF for City Project No. 8823 – Reconstruction of the Intersection of Demers Ave and 42<sup>nd</sup> St

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**Submitted by:** Engineering Department, Todd Feland (City Administrator)  
Allen Grasser, PE (City Engineer)  
David Kuharenko, PE (Assistant City Engineer)

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**Staff Recommended Action:** **Approve Cost Participation, Construction, and Maintenance Agreement with the NDDOT and the Construction and Maintenance Agreement with the NDDOT and BNSF contingent upon City Attorney Review and Any Necessary Budget Amendment for City Project No. 8823 – Reconstruction of the Intersection of Demers Ave and 42<sup>nd</sup> St**

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**Committee Recommended Action:** Motion by Fridolfs, second by Berg to move staff recommendation to city council with a recommendation to approve. Motion carried unanimously.

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**Council Action:**

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### **BACKGROUND:**

The City of Grand Forks (City) and the State of North Dakota (State) have been working on the 42<sup>nd</sup> Street and Demers Avenue grade separation project for decades. The City and State have formed a strong relationship in working through the technical and financial components of the project. For this project there are two agreements under consideration. The first is the Cost Participation and Maintenance Agreement (CPMA) with the North Dakota Department of Transportation (NDDOT). Per the previously approved Memorandum of Understanding the City's contribution to the project is capped at \$21,633,000. The Agreement identifies the responsibilities for payment of the project costs and maintenance responsibilities for the project once completed. The second agreement is the Construction and Maintenance Agreement (CMA) between the City, NDDOT, and BNSF Railway. This agreement identifies that BNSF will contribute \$1,500,000 towards the project, the responsibilities of the contractor constructing the bridge, and maintenance responsibilities after construction is completed.

As part of the CPMA the City needs to provide the NDDOT and their contractor access to the City owned parcels located in the south west quadrant of the project (4251 Demers Ave and 750 S 42<sup>nd</sup> St). The City will need to replat the City owned parcels to dedicate the right-of-way for the extensions of S 43<sup>rd</sup> St and 7<sup>th</sup> Ave S. Per both the CPMA and CMA, the City will be responsible for maintaining the chain link fence that will start on the east end of the rail bridge and extend approximately 700 feet to the east. This fence is intended to prevent pedestrians and bicyclists from trespassing onto BNSF property as a short cut.

As part of the CPMA, the City will own and maintain the railroad bridge. This structure is not crossing a State Highway and would therefore not be within the NDDOT's jurisdiction. Conversations were had with BNSF for taking the ownership of the bridge. During these discussions it was identified that if we wanted to pursue this option, that there would be additional project delays to develop a separate maintenance agreement, this delay could impact the parallel redevelopment of the Ray Richards Golf Course, additional project costs anticipated with a delayed bid opening, and BNSF would expect a significant payment from the City to take ownership and maintenance responsibilities. With these factors in mind, staff did not pursue this topic further. The proposed CMA includes language that the City will maintain the bridge with the maintenance costs split 50%/50% between the City/BNSF. Since 42<sup>nd</sup> St is eligible for Federal funding through the Urban Roads Program, it is anticipated that the railroad bridge over it would also be eligible for this program.

As discussed in previous staff reports, this project was originally estimated to cost \$60 million. The project was awarded \$30 million through the Federal Railroad Administration's (FRA) Railroad Crossing Elimination program. At that time the City's contribution was anticipated to be approximately \$16.8 million. During project development the project cost estimate increased to \$90 million. To account for the \$30 million shortfall, Governor Armstrong announced an additional \$20 million infusion from the State's FLEX Fund, to match this the City contributed an additional \$10 million by shifting funding from another federal aid project and local dollars resulting in the City's current cost share of \$21,633,000.

The City share for this project is anticipated to be \$21,633,000. To fund this project the City is utilizing multiple funding sources and loan programs including cash on hand available from the Street/Infrastructure Fund 4815, State Revolving Fund (SRF) loans, Bank of North Dakota (BND) loans, and/or bonding opportunities based on availability and eligibility.

This project has been considered at a number of previous Council/Committee/Public meetings, some of which are as follows:

- This project has been programmed for several years and has been included on the NDDOT's listing for projects eligible for Federal Highway Urban Funding.
- August 16, 2004 - Council approved an agreement with the firm of Kadrmas Lee & Jackson (KLJ) in the amount of \$316,303.44 to provide Preliminary Design Engineering Services for this project which included development of a PCR, preliminary design, development of a cost estimate, etc.
- January 25, 2011 — A presentation was made at Service/Safety showing the different roadway configuration options currently being considered for the project.
- February 7, 2011 — Council approved Amendment No. 1 with KLJ in the amount of \$154,888.41 and approved a Budget Amendment in the amount of \$185,392.88. The work proposed was to update the PCR document into an EA document, reconsider 4(f) alternatives previously disregarded, and assist in selecting a preferred alternative.

- February 22, 2011 — A presentation was made at Council showing the different roadway configuration options currently being considered for the project.
- April 18, 2011 — Council approved an amendment to the Federal Aid Project Request to include a request to use Federal funds to repay \$359,000 for 4 acres of land adjacent to the project which was purchased in 1994 with Advance Right-of-Way Acquisition Funds that were due to be paid back in 2014.
- June 25, 2012 — A presentation was made at Service/Safety showing the 3 top roadway configuration alternatives recommended by staff.
- August 6, 2012 – Council concurred with the 3 project alternatives considered and selected the West Mainline Alternative thereby preserving right of ways necessary for future construction of this alternative as well as the Full Intersection Alternative.
- April 15, 2013 – Council approved a budget amendment in the amount of \$359,000 for repayment of the Advance Right-of-Way Acquisition Loan for the project. This was to repay Federal Highway Administration for purchasing a 4 acre parcel in 1994 directly south of a 2 acre parcel previously purchased by the City for the project.
- April 28, 2015 – The Service/Safety Committee received an update regarding the TIGER Grant funding program and it was decided to submit a TIGER grant application for this project.
- May 18, 2015 – Council authorized the Mayor to sign a letter of commitment for an \$8m local share if awarded a \$32m TIGER Grant for the project. Although a grant application was submitted, no grant funding was awarded.
- January 19, 2021 – Council approved preliminary engineering services agreement with KLJ in the amount of \$278,880 and any necessary budget amendment for the Environmental Document.
- June 7, 2021 – A project update was presented to City Council discussing the five alternatives under consideration.
- June 24, 2021 – A public input meeting was held from 5pm-7pm in Council Chambers.
- February 22, 2022 – Council approved Amendment No. 1 with KLJ in the amount of \$200,077 and approved any necessary budget amendment.
- August 15, 2022 – Council approved providing a letter of support to the NDDOT and BNSF for submitting federal grant applications for multiple grant programs for the 42<sup>nd</sup> St Grade Separated Crossing.
- October 3, 2022 – A project update was provided and staff recommended reducing the number of alternatives, City Council approved moving all five alternatives forward.
- June 5, 2023 – A regional projects update was presented to City Council including notification that this project was awarded up to \$30 million in federal funds through the Railroad Crossing Elimination grant program and \$7.5 million of additional federal funds.
- September 5, 2023 – City Council approved the Documented CatEx and selected alternatives B1 and C1 as the preferred alternatives and added comments requesting further evaluation of a backage road, a three-quarter access, and u-turn at the Demers Ave and jughandle intersection to allow traffic leaving the gas station to get back to the interstate.
- May 20, 2024 – City Council approved a Preliminary Engineering Reimbursement Agreement with the NDDOT for the project.
- November 18, 2024 – A project update at the 50% Design milestone was presented to City Council.

- March 17, 2025 – A project update was presented to City Council including an update of the State of North Dakota providing an additional \$20 million in FLEX funding towards the project.
- May 19, 2025 – City Council approved a resolution authorizing the City Administrator to execute and file an application for State Revolving Fund
- November 3, 2025 – City Council approved the Memorandum of Understanding with the NDDOT

**ANALYSIS AND FINDINGS OF FACT:**

- The project is currently scheduled for the February 27, 2026 bid opening.
- According to the proposed Agreement, the City’s project funding is capped at \$21,633,000.
- Project construction is anticipated to begin in the Spring 2026, be substantially completed Fall 2027, and minor work completed in 2028.
- The current proposed project funding breakdown are as follows:

Funding Source	Type	Amount
FRA RCE Grant	Federal	\$30 Million
NDDOT	Federal	\$7.5 Million
NDDOT	Non-Federal	\$4.2 Million
NDDOT (Flex Fund)	Non-Federal	\$20 Million
BNSF Railway	Non-Federal	\$1.5 Million
City	Non-Federal	\$18.5 Million
City (Urban Roads 48 <sup>th</sup> St)	Federal	\$5.2 Million
City (Urban Roads 48 <sup>th</sup> St Local Match)	Non-Federal	\$3.1 Million
<b>Total</b>		<b>\$90 Million</b>

- The City Cost share is proposed to be financed through a combination of State Revolving Fund (SRF) loans, funding through Street/Infrastructure Fund 4815, BND loans, and/or bonding opportunities based on availability and eligibility

**SUPPORT MATERIALS:**

- Pertinent pages of Cost Participation and Maintenance Agreement (17 pages)
- Pertinent pages of Construction Maintenance Agreement (8 Pages)
- Project Location Map (1 page)
- Rendering of the 42<sup>nd</sup> St Grade Separation and Ray Richard’s Golf Course (1 page)
- Page 548 of the 2026 City Budget project in the Six Year CIP (1 page)

**MEMO TO:** Ronald J. Henke, P.E.  
Director

**FROM:** Wayne A. Zacher, P.E.

**DATE:** 01/06/2026

**SUBJECT:** 38251425: RCE-FTF-NHU-SU-6-297(014)000, PCN 24115 - CPM Agreement

This is the Cost Participation and Maintenance Agreement between NDDOT and the city of Grand Forks for the construction of 2 grade separation structures and associated roadway reconstruction in Grand Forks. The project includes a roadway grade separation structure on ND Highway 297 (DeMers Ave) and a railroad separation structure of the adjacent BNSF Railroad over 42<sup>nd</sup> Street in Grand Forks. The project will also include: roadway reconstruction, PCC Pavement, grading, Aggregate base, signals, lighting, storm sewer, lift station, watermain relocation, an at grade railroad shoofly, sidewalk and shared use path reconstruction, etc.

Please contact me at 701-328-4828 if there are any questions on this agreement.

38/waz

DocuSign Workflow:  
Stacey Hanson, LGD Review;  
Derek Pfeifer, LGD Signature;  
Nicole Lagasse, Finance;  
David Kuharenko, Grand Forks Assistant City Engineer;  
City Attorney;  
City Auditor;  
Mayor or President of Commission;  
Wayne Zacher, LGD 2<sup>nd</sup> Review;  
Clint Morgenstern, Legal;  
Chad Orn, DDP



## The NDDOT

Will provide federal, state and flexible transportation funds to be used on this project for preliminary engineering, right of way, utility relocations, drainage, construction, construction engineering, Ray Richards Golf Course reconfiguration and BNSF rail realignment. A funding plan based on the current engineer's estimate is attached and will be updated after bids are received. Project costs are estimates until the time of Final Voucher

## The LPA

- a. Will provide local funds for right of way, utility relocations, drainage, construction, construction engineering, Ray Richards Golf Course reconfiguration and BNSF rail realignment. Local funds will be capped at \$21,633,000; and
- b. Will pay 100 percent of the actual construction, preliminary engineering, construction engineering, utility relocation, right of way, and any other costs incurred of all items as requested by the LPA and determined to be non-participating or ineligible for federal aid.

## PART I

### LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$90,284,172, with the LPA's estimated share being \$21,633,000.
3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

### Additional LPA Obligation:

LPA owned parcels City 3 (Lot 1, Block 1, Dank's Addition), City 4 (Lot 2, Block 1, Dank's Addition) and City 5 (Lot 2, Block 1, Dank's Addition) of Sec 7-151-50 will be provided and available for use in the project with clear title.

LPA owned parcels City 1 (Lot 1, Block 1, Dank's Addition and City 2 (Lot 2, Block 1, Dank's Addition) of Sec 7-151-50 will be provided and available for use in the project with clear title. LPA through their process will replat parcels City 1 and City 2 as public street right of way prior to being opened to the public. Public street platting process must be completed prior to final voucher in order to maintain federal aid eligibility.

## PART II

### Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.

### **PART III**

#### Maintenance

The LPA will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

LPA agrees to the following maintenance items in addition to the above:

- a. Own and maintain the BNSF Railroad Bridge
- b. Chain link fence east of 42<sup>nd</sup> Street between DeMers Avenue and BNSF Tracks. This fence is on BNSF right of way

### **PART IV**

#### General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.

These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.

4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.

DRAFT

Executed by the LPA of \_\_\_\_\_, at \_\_\_\_\_,  
North Dakota, the last date below signed.

APPROVED:

LPA of \_\_\_\_\_

\_\_\_\_\_  
LPA ATTORNEY (TYPE OR PRINT)

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\*  
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota,  
the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
DIVISION DIRECTOR(TYPE OR PRINT)

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\*Mayor or President of Commission

CLA 17058 (Div. 38)  
L.D. Approved 10-17, 11-24

**CERTIFICATION OF LOCAL MATCH**

It is hereby certified that the LPA of \_\_\_\_\_ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided by LPA.** Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

**Source:**

\_\_\_\_\_  
\_\_\_\_\_

Executed at \_\_\_\_\_, North Dakota, the last date below signed.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
AUDITOR (TYPE OR PRINT)

LPA of \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (TYPE OR PRINT )

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\*

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\*Mayor or President of Commission

CLA 17058 (Div. 38)  
L.D. Approved 02-18; Rev. 1-23

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## Risk Management Appendix

### **Routine\* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:**

**Parties:** **State** – State of North Dakota, its agencies, officers and employees

**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees

**Governments** – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$468,750 per person and \$1,875,000 per occurrence**. The minimum limits of liability required of the State are **\$468,750 per person and \$1,875,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

**The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.**

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

\*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007  
Revised 6-25

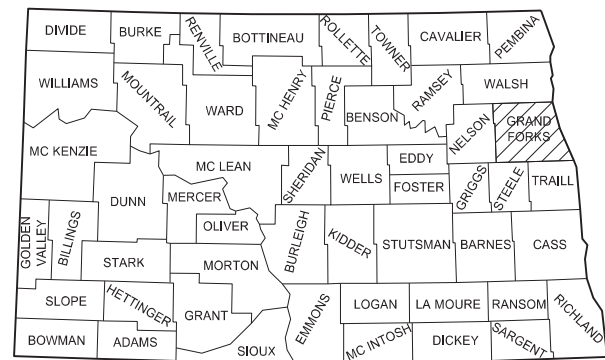


DESIGN DATA - ND 297 (DeMers Avenue)			
Traffic	Average Daily		
Current 2024	Pass:12,914 (96%)	Trucks:578 (4%)	Total: 13,492
Forecast 2045	Pass: 18,164	Trucks: 757	Total: 18,921
Clear Zone Distance: 16 ft - 18 ft		Design Speed: 40 MPH	
Minimum Sight Dist. for Stopping: 305'		Bridges: HL-93	
Sight Dist. for No Passing Zone:			
Pavement Design Life 30 (years)			
Design Accumulated One-way Heavy Trucks ESALs:2,930,170			

DESIGN DATA - South 42nd Street / North 42nd Street			
Traffic	Average Daily		
Current 2024	Pass:15,175 (98%)	Trucks:233 (2%)	Total: 15,408
Forecast 2045	Pass: 19,081	Trucks: 389	Total: 19,470
Clear Zone Distance: 16 ft - 18 ft		Design Speed: 35 MPH north / 40 MPH south	
Minimum Sight Dist. for Stopping: 250' / 305'		Bridges: N/A	
Sight Dist. for No Passing Zone:			
Pavement Design Life 30 (years)			
Design Accumulated One-way Heavy Trucks ESALs: 2,930,170			

DESIGN DATA - 7th Avenue South & South 43rd Street backage road			
Traffic	Average Daily		
Current N/A	Pass: N/A	Trucks: N/A	Total: N/A
Forecast N/A	Pass: N/A	Trucks: N/A	Total: N/A
Clear Zone Distance: 16 ft - 18 ft		Design Speed: 30 MPH	
Minimum Sight Dist. for Stopping: 200'		Bridges: N/A	
Sight Dist. for No Passing Zone:			
Pavement Design Life 30 (years)			
Design Accumulated One-way Heavy Trucks ESALs: 2,930,170			

DESIGNER Chris Dahl, Christian Kleve
DESIGNER Weston Mitchell, Ryan Genz
DESIGNER Matt Clevenger, Connor Kontz
DESIGNER Paul Strong, Bill Elliot, Tyler Schmalz
DESIGNER Eric Leagjeld, Marco Weidmer
DESIGNER Jeremy McLaughlin, Wes Keller
DESIGNER Travis Schafer, Mark Hanigan
DESIGNER James Fuller, John Perkins
DESIGNER Trent Berg, Ben Williams
DESIGNER Jake Folkeringa, Jake Rick
DESIGNER Colton Brown, Jordan Reihe



STATE COUNTY MAP

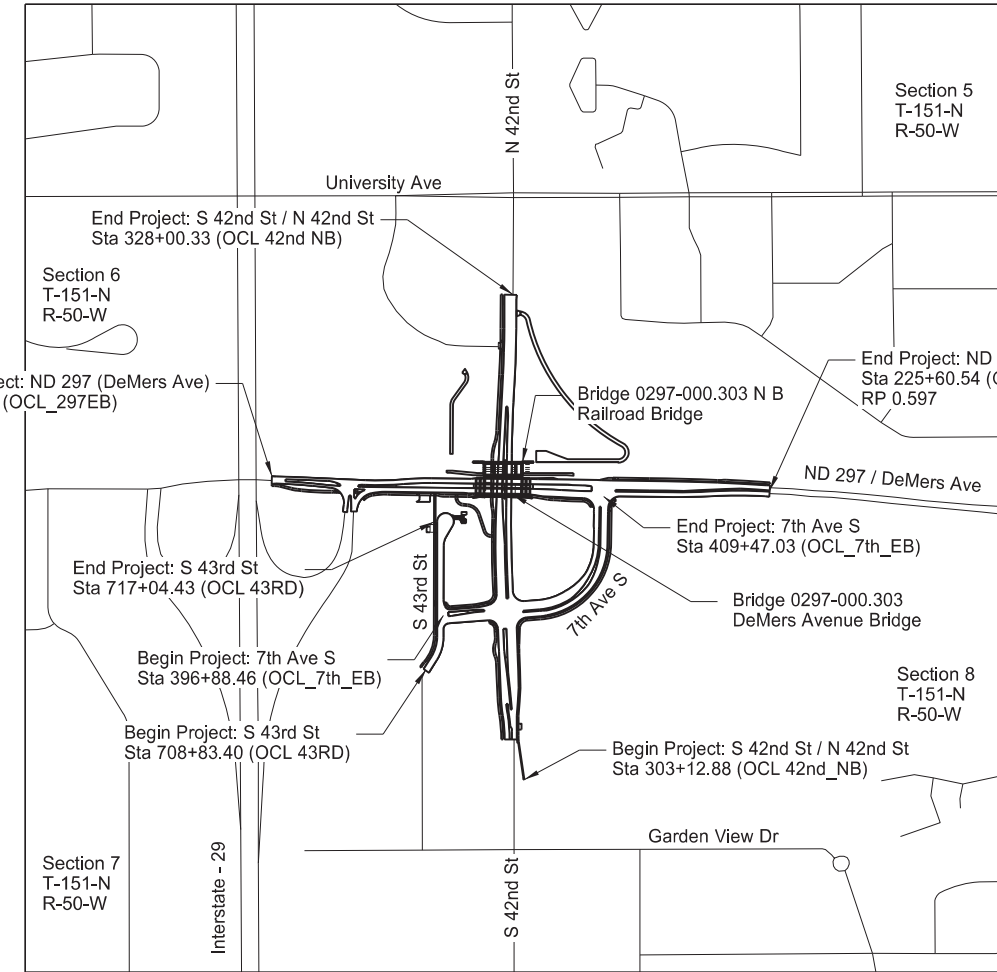
# NORTH DAKOTA

## DEPARTMENT OF TRANSPORTATION

### RCE-FTF-NHU-SU-6-297(014)000

Grand Forks  
ND Highway 297 (DeMers Avenue) & 42nd Street Grade Separation

PCC Reconstruction, Structures, Grading, Aggregate Base, PCC Paving,  
Signals, Lighting, Storm Sewer, Lift Station, Watermain Relocation,  
Railroad Shoofly Temporary Track, and Railroad Permanent Track



Grand Forks, ND

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	RCE-FTF-NHU-SU-6-297(014)000	24115	1	1

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2024
Supplemental Specifications	NONE

ROADWAY \ DESCRIPTION	NET MILES	GROSS MILES
ND 297 (DeMers Ave)	0.484	0.484
N 42nd St / S 42nd St	0.471	0.471
7th Ave S	0.238	0.238
S 43rd St	0.155	0.155

Bolton & Menk

ND DEPARTMENT OF TRANSPORTATION  
OFFICE OF PROJECT DEVELOPMENT

Jon Ketterling  
2/22/25

Funding Split for Grand Forks ND Hwy 297 (DeMers Ave) and 42nd St Grade Separation  
 Project: RCE-FTF-NHU-SU-6-297(014)000, PCN 24115

Description of Cost	Engineering Estimate	Engineering Cost (10%)	Total Estimate	Federal Funds (FHWA)	RCE Federal Funds (FRA)	State Funds	Flexible Transportation Funds	Local Funds	Other Funds (BNSF)	Total
Preliminary Engineering - NHU	\$ 7,322,324	\$ -	\$ 7,322,324	\$ 5,925,957	\$ -	\$ 1,396,367	\$ -	\$ -	\$ -	\$ 7,322,324
Right of Way and Easement - NHU	\$ 45,000	\$ -	\$ 45,000	\$ 36,419	\$ -	\$ 8,582	\$ -	\$ -	\$ -	\$ 45,000
Right of Way and Easement - RCE	\$ 2,501,568	\$ -	\$ 2,501,568	\$ 1,125,706	\$ 1,250,784	\$ 125,078	\$ -	\$ -	\$ -	\$ 2,501,568
<b>Subtotals =</b>	<b>\$ 9,868,892</b>	<b>\$ -</b>	<b>\$ 9,868,892</b>	<b>\$ 7,088,081</b>	<b>\$ 1,250,784</b>	<b>\$ 1,530,027</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,868,892</b>
<b>Construction Cost - DeMers</b>	<b>\$ 7,565,295</b>	<b>\$ 756,530</b>	<b>\$ 8,321,825</b>	<b>\$ -</b>	<b>\$ 4,160,912</b>	<b>\$ -</b>	<b>\$ 2,163,674</b>	<b>\$ 1,997,238</b>	<b>\$ -</b>	<b>\$ 8,321,825</b>
<b>Construction Cost - 42nd St</b>	<b>\$ 8,591,954</b>	<b>\$ 859,195</b>	<b>\$ 9,451,150</b>	<b>\$ 2,891,029</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,263,213</b>	<b>\$ 2,296,908</b>	<b>\$ -</b>	<b>\$ 9,451,150</b>
<b>Construction Cost - 43rd St cul-de-sac and 7th St</b>	<b>\$ 4,039,170</b>	<b>\$ 403,917</b>	<b>\$ 4,443,087</b>	<b>\$ 2,275,088</b>	<b>\$ 1,631,908</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 536,092</b>	<b>\$ -</b>	<b>\$ 4,443,087</b>
<b>Construction Cost - Roadway Bridge</b>	<b>\$ 11,359,338</b>	<b>\$ 1,136,213</b>	<b>\$ 12,498,341</b>	<b>\$ -</b>	<b>\$ 6,249,171</b>	<b>\$ -</b>	<b>\$ 3,249,569</b>	<b>\$ 2,999,602</b>	<b>\$ -</b>	<b>\$ 12,498,341</b>
<b>Construction Cost - Railroad Bridge</b>	<b>\$ 17,591,381</b>	<b>\$ 1,759,572</b>	<b>\$ 19,355,293</b>	<b>\$ -</b>	<b>\$ 8,927,647</b>	<b>\$ -</b>	<b>\$ 4,642,376</b>	<b>\$ 4,285,270</b>	<b>\$ 1,500,000</b>	<b>\$ 19,355,293</b>
<b>Construction Cost - Railroad Tracks</b>	<b>\$ 2,652,585</b>	<b>\$ 265,336</b>	<b>\$ 2,918,696</b>	<b>\$ -</b>	<b>\$ 1,297,068</b>	<b>\$ -</b>	<b>\$ 1,297,068</b>	<b>\$ 324,560</b>	<b>\$ -</b>	<b>\$ 2,918,696</b>
<b>Construction Cost - Water</b>	<b>\$ 4,438,471</b>	<b>\$ 443,940</b>	<b>\$ 4,883,341</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,883,341</b>	<b>\$ -</b>	<b>\$ 4,883,341</b>
<b>Construction Cost - Storm</b>	<b>\$ 7,541,673</b>	<b>\$ 754,338</b>	<b>\$ 8,297,716</b>	<b>\$ -</b>	<b>\$ 4,148,858</b>	<b>\$ -</b>	<b>\$ 2,157,406</b>	<b>\$ 1,991,452</b>	<b>\$ -</b>	<b>\$ 8,297,716</b>
<b>Construction Cost - BNSF Rail Realignment Work</b>	<b>\$ 5,079,225</b>	<b>\$ -</b>	<b>\$ 5,079,225</b>	<b>\$ 411,919</b>	<b>\$ 2,333,653</b>	<b>\$ -</b>	<b>\$ 1,213,500</b>	<b>\$ 1,120,153</b>	<b>\$ -</b>	<b>\$ 5,079,225</b>
<b>Construction Cost - Golf Course Reconfiguration</b>	<b>\$ 5,166,606</b>	<b>\$ -</b>	<b>\$ 5,166,606</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,669,973</b>	<b>\$ 1,298,249</b>	<b>\$ 1,198,384</b>	<b>\$ -</b>	<b>\$ 5,166,606</b>
<b>Subtotals =</b>	<b>\$ 74,025,699</b>	<b>\$ 6,379,041</b>	<b>\$ 80,415,280</b>	<b>\$ 5,578,036</b>	<b>\$ 28,749,216</b>	<b>\$ 2,669,973</b>	<b>\$ 20,285,055</b>	<b>\$ 21,633,000</b>	<b>\$ 1,500,000</b>	<b>\$ 80,415,280</b>
<b>GRAND TOTAL =</b>	<b>\$ 83,894,591</b>	<b>\$ 6,379,041</b>	<b>\$ 90,284,172</b>	<b>\$ 12,666,117</b>	<b>\$ 30,000,000</b>	<b>\$ 4,200,000</b>	<b>\$ 20,285,055</b>	<b>\$ 21,633,000</b>	<b>\$ 1,500,000</b>	<b>\$ 90,284,172</b>

Local Government Division: January 6, 2026  
 These costs are an estimate at the time of final plan completion, they may vary between now and final voucher.

SURVEYOR'S SEAL

This document is preliminary and not for recording or implementation purposes.

XXX  
Nathan Vaughn  
REGISTERED LAND SURVEYOR

mm/dd/yy  
DATE

For Recording Purposes Only

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY PLAT of  
RCE-NHU-SU-CPU-6-297(014)000  
PCN. 24115  
In  
Grand Forks County

PLAT NO.	PARCELS
1 of 2	City 1 thru City 2
2 of 2	City 3 thru City 5 (Temp only)

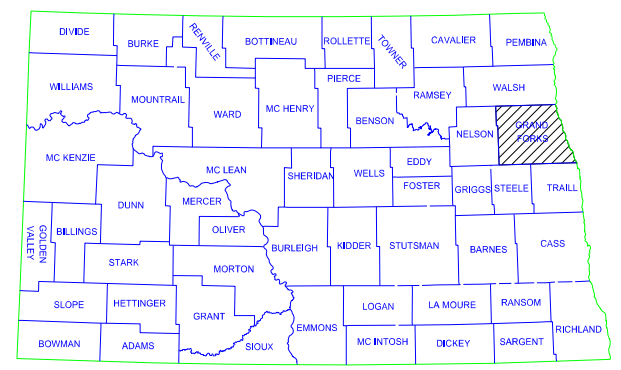


Bridge 0297-000.303 N B  
(Railroad)

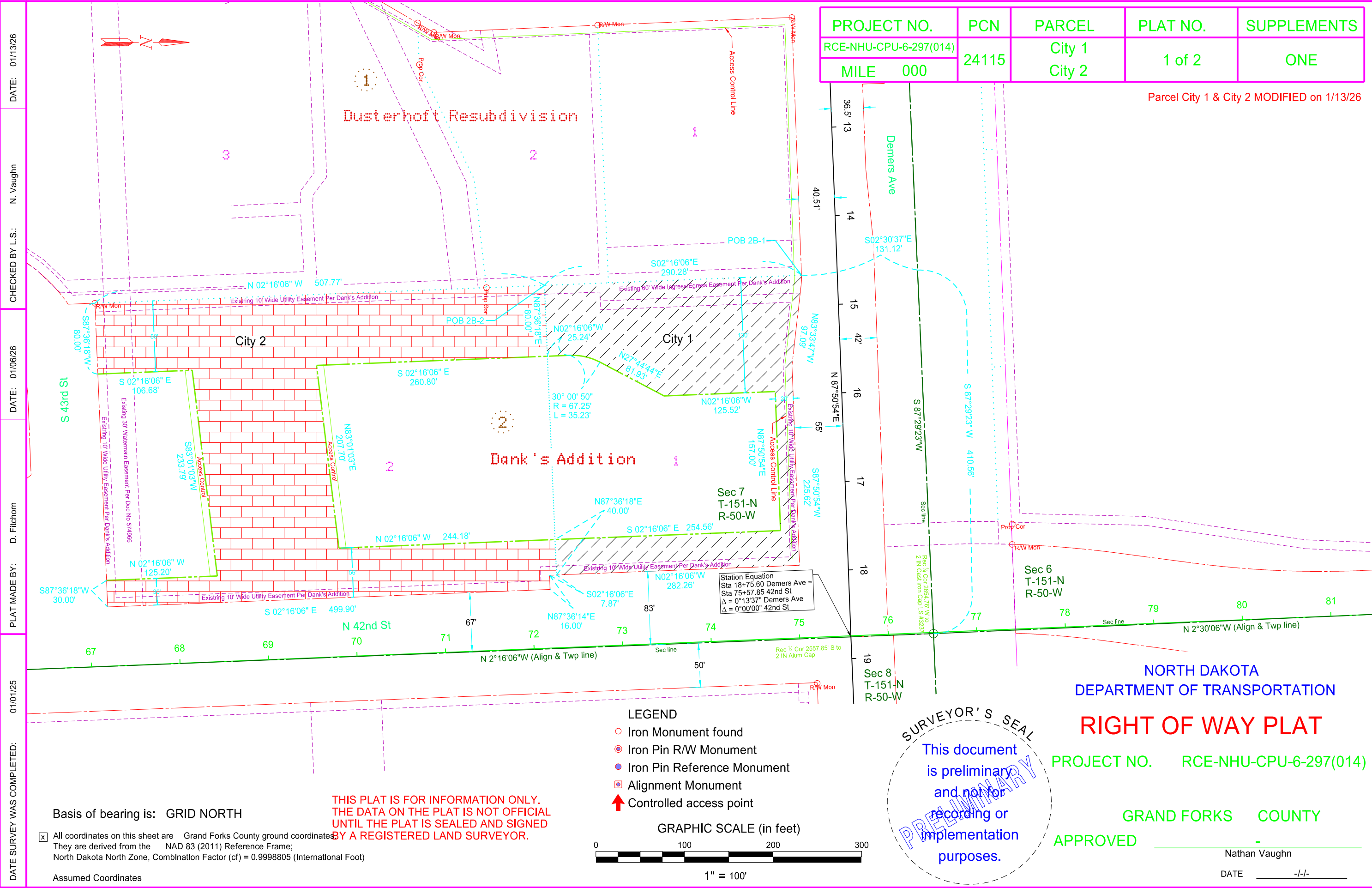
End Project  
6-297(014)000  
42nd St & DeMers Ave  
SCL 32+00  
RP 140.697

Bridge 0297-000.303  
(Roadway)

Begin Project  
6-297(014)000  
42nd St & DeMers Ave  
SCL 6+46  
RP 140.213



SKETCH MAP OF NORTH DAKOTA



PROJECT NO.	PCN	PARCEL	PLAT NO.	SUPPLEMENTS
RCE-NHU-CPU-6-297(014)	24115	City 1 City 2	1 of 2	ONE
MILE 000				

Parcel City 1 & City 2 MODIFIED on 1/13/26

DATE: 01/13/26  
 CHECKED BY L.S.: N. Vaughn  
 DATE: 01/06/26  
 PLAT MADE BY: D. Fitchorn  
 DATE SURVEY WAS COMPLETED: 01/01/25

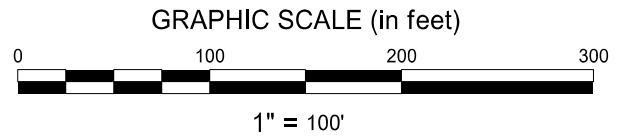
Basis of bearing is: GRID NORTH

[x] All coordinates on this sheet are Grand Forks County ground coordinates. They are derived from the NAD 83 (2011) Reference Frame; North Dakota North Zone, Combination Factor (cf) = 0.9998805 (International Foot)

Assumed Coordinates

**THIS PLAT IS FOR INFORMATION ONLY. THE DATA ON THE PLAT IS NOT OFFICIAL UNTIL THE PLAT IS SEALED AND SIGNED BY A REGISTERED LAND SURVEYOR.**

- LEGEND**
- Iron Monument found
  - ⊙ Iron Pin R/W Monument
  - Iron Pin Reference Monument
  - ⊠ Alignment Monument
  - ↑ Controlled access point



**SURVEYOR'S SEAL**

This document is preliminary and not for recording or implementation purposes.

**PRELIMINARY**

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

**RIGHT OF WAY PLAT**

PROJECT NO. RCE-NHU-CPU-6-297(014)

GRAND FORKS COUNTY

APPROVED

Nathan Vaughn


DATE -/-/

PROJECT NO. NHU-CPU-6-297(014)000  
PCN. 24115  
SUPPLEMENT TO PLAT NO. 1 OF 2

Plat created to provide information to the City of Grand Forks regarding dedication purposes.

Parcel City 1 & City 2 MODIFIED on 1/13/26

Lot 1, Block 1, Dank's Addition  
Sec 7-151-50

PARCEL NO. City 1  46,412 SF  
The City of Grand Forks  
PO Box 5200  
Grand Forks, ND 58206

Parcel Number City 1

A portion of Lot 1, Block 1, Dank's Addition to the City of Grand Forks, North Dakota of Section 7, Township 151 N, Range 50 W, of the 5<sup>th</sup> Principal Meridian, County of Grand Forks, State of North Dakota, described as follows and shown on plat 1 of 2:

Commencing at the NE corner of Section 7; thence westerly along the north line of Section 7, S 87 deg. 29 min. 23 sec. W a distance of 410.56 feet; thence S 02 deg. 30 min. 37 sec. E a distance of 131.12 feet to the NW corner of Lot 1 and the point of beginning; thence S 02 deg. 16 min. 06 sec. E along the west line of Lot 1 a distance of 290.28 feet to the SW corner of Lot 1; thence N 87 deg. 36 min. 18 sec. E along the south line of Lot 1 a distance of 80.00 feet; thence N 02 deg. 16 min. 06 sec. W a distance of 25.24 feet to the beginning of a tangent curve, concave to the right (easterly), having a radius of 67.25 feet; thence northeasterly along said curve 35.23 feet through a central angle of 30 deg. 00 min. 50 sec. to the end of the curve; thence N 27 deg. 44 min. 44 sec. E a distance of 81.93 feet; thence N 02 deg. 16 min. 06 sec. W a distance of 125.52 feet; thence N 87 deg. 50 min. 54 sec. E a distance of 157.00 feet; thence S 02 deg. 16 min. 06 sec. E a distance of 254.56 feet to the south line of Lot 1; thence N 87 deg. 36 min. 18 sec. E along the south line of Lot 1 a distance of 40.00 feet to the SE corner of Lot 1; thence N 02 deg. 16 min. 06 sec. W along the west line of South 42nd Street a distance of 282.26 feet to the NE corner of Lot 1; thence S 87 deg. 50 min. 54 sec. W along the south line of Demers Avenue a distance of 225.62 feet; thence N 83 deg. 33 min. 47 sec. W along the south line of Demers Avenue a distance of 97.09 feet to the point of beginning.

Said parcel is shown on the plat as parcel City 1 and contains 46,412 sq. ft. more or less, and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION

The legal description was prepared by Nathan Vaughn, PLS, SRF Consulting Group, Inc.  
1 North Second Street, Case Plaza, Suite 102, Fargo, North Dakota 58102

Lot 2, Block 1, Dank's Addition  
Sec 7-151-50

PARCEL NO. City 2  94,781 SF  
City of Grand Forks  
PO Box 5200  
Grand Forks, ND 58206

Parcel Number City 2

A portion of Lot 2, Block 1, Dank's Addition to the City of Grand Forks, North Dakota of Section 7, Township 151 N, Range 50 W, of the 5<sup>th</sup> Principal Meridian, County of Grand Forks, State of North Dakota, described as follows and shown on plat 1 of 2:

Commencing at the NE corner of Section 7; thence westerly along the north line of Section 7, S 87 deg. 29 min. 23 sec. W a distance of 410.56 feet; thence S 02 deg. 30 min. 37 sec. E a distance of 131.12 feet to the southerly line of Demers Avenue; thence S 02 deg. 16 min. 06 sec. E a distance of 290.28 feet to the NW corner of Lot 2 and the point of beginning; thence N 87 deg. 36 min. 18 sec. E along the north line of Lot 2 a distance of 80.00 feet; thence South 02 deg. 16 min. 06 sec. E a distance of 260.80 feet; thence N 83 deg. 01 min. 03 sec. E a distance of 207.70 feet; thence N 02 deg. 16 min. 06 sec. W a distance of 244.18 feet to the north line of Lot 2; thence N 87 deg. 36 min. 18 sec. E along the north line of Lot 2 a distance of 40.00 feet to the westerly line of South 42nd Street; thence S 02 deg. 16 min. 06 sec. E along the westerly line of South 42nd Street a distance of 7.87 feet; thence N 87 deg. 36 min. 14 sec. E along the westerly line of South 42nd Street a distance of 16.00 feet; thence S 02 deg. 16 min. 06 sec. E along the westerly line of South 42nd Street a distance of 499.90 feet to the southeast corner of Lot 2; thence S 87 deg. 36 min. 18 sec. W along the south line of Lot 2 a distance of 30.00 feet; thence N 02 deg. 16 min. 06 sec. W a distance of 125.20 feet; thence S 83 deg. 01 min. 03 sec. W a distance of 233.79 feet; thence S 02 deg. 16 min. 06 sec. E a distance of 106.68 feet to the south line of Lot 2; thence S 87 deg. 36 min. 18 sec. W along the south line of Lot 2 a distance of 80.00 feet to the SW corner of Lot 2; thence N 02 deg. 16 min. 06 sec. W along the west line of Lot 2 a distance of 507.77 feet to the point of beginning.

Said parcel is shown on the plat as parcel City 2 and contains 94,781 sq. ft. more or less, and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION

The legal description was prepared by Nathan Vaughn, PLS, SRF Consulting Group, Inc.  
1 North Second Street, Case Plaza, Suite 102, Fargo, North Dakota 58102



Lot 1, Block 1, Dank's Addition  
Sec 7-151-50

PARCEL NO. City 3  44,315 SF  
Temporary Const. Easement  
The City of Grand Forks  
PO Box 5200  
Grand Forks, ND 58206

Parcel Number City 3

A portion of Lot 1, Block 1, Dank's Addition to the City of Grand Forks, North Dakota of Section 7, Township 151 N, Range 50 W, of the 5<sup>th</sup> Principal Meridian, County of Grand Forks, State of North Dakota, described as follows and shown on plat 2 of 2:

Commencing at the NE corner of Section 7; thence westerly along the north line of Section 7, S 87 deg. 29 min. 23 sec. W a distance of 410.56 feet; thence S 02 deg. 30 min. 37 sec. E a distance of 131.12 feet to the NW corner of Lot 1; thence S 02 deg. 16 min. 06 sec. E along the west line of Lot 1 a distance of 290.28 feet to the SW corner of Lot 1; thence N 87 deg. 36 min. 18 sec. E along the south line of Lot 1 a distance of 80.00 feet to the point of beginning; thence N 87 deg. 6 min. 18 sec. E along the south line of Lot 1 a distance of 207.00 feet; thence N 02 deg. 16 min. 06 sec. W a distance of 254.56 feet; thence S 87 deg. 50 min 54 sec. W a distance of 157.00 feet; thence S 02 deg. 16 min. 06 sec. E a distance of 125.52 feet; thence S 27 deg. 44 min. 44 sec. W a distance of 81.93 feet to the beginning of a tangent curve, concave to the left (easterly), having a radius of 67.25 feet; thence southerly along said curve a distance of 35.23 feet through a central angle of 30 deg. 00 min. 50 sec. to the end of the curve; thence S 02 deg. 16 min. 06 sec. E a distance of 25.24 feet to the point of beginning.

Said parcel is shown on the plat as parcel City 3 and contains 44,315 sq. ft. more or less, and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION

It is the condition of this easement that it shall not be filed for record and that all rights conveyed to the state of North Dakota and North Dakota Department of Transportation by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first.

The legal description was prepared by Nathan Vaughn, PLS, SRF Consulting Group, Inc.  
1 North Second Street, Case Plaza, Suite 102, Fargo, North Dakota 58102

Parcel Number City 4

A portion of Lot 2, Block 1, Dank's Addition to the City of Grand Forks, North Dakota of Section 7, Township 151 N, Range 50 W, of the 5<sup>th</sup> Principal Meridian, County of Grand Forks, State of North Dakota, described as follows and shown on plat 2 of 2:

Commencing at the NE corner of Section 7; thence westerly along the north line of Section 7, S 87 deg. 29 min. 23 sec. W a distance of 410.56 feet; thence S 02 deg. 30 min. 37 sec. E a distance of 131.12 feet to the southerly line of Demers Avenue; thence S 02 deg. 16 min. 06 sec. E a distance of 290.28 feet to the NW corner of Lot 2; thence N 87 deg. 36 min. 18 sec. E along the north line of Lot 2 a distance of 80.00 feet; thence S 02 deg. 16 min. 06 sec. E a distance of 260.80 feet; thence N 83 deg. 01 min. 03 sec. E a distance of 207.70 feet; thence N 02 deg. 16 min. 06 sec. W a distance of 244.18 feet to the north line of Lot 2; thence thence S 87 deg. 36 min. 18 sec. W along the north line of Lot 2 a distance of 207.00 feet to the point of beginning.

Said parcel is shown on the plat as parcel City 4 and contains 52,265 sq. ft. more or less, and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION

It is the condition of this easement that it shall not be filed for record and that all rights conveyed to the state of North Dakota and North Dakota Department of Transportation by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first.

The legal description was prepared by Nathan Vaughn, PLS, SRF Consulting Group, Inc.  
1 North Second Street, Case Plaza, Suite 102, Fargo, North Dakota 58102

Lot 2, Block 1, Dank's Addition  
Sec 7-151-50

PARCEL NO. City 4  52,265 SF  
Temporary Const. Easement  
City of Grand Forks  
PO Box 5200  
Grand Forks, ND 58206

Parcel Number City 5

A portion of Lot 2, Block 1, Dank's Addition to the City of Grand Forks, North Dakota of Section 7, Township 151 N, Range 50 W, of the 5<sup>th</sup> Principal Meridian, County of Grand Forks, State of North Dakota, described as follows and shown on plat 2 of 2:

Commencing at the NE corner of Section 7; thence westerly along the north line of Section 7, S 87 deg. 29 min. 23 sec. W a distance of 410.56 feet; thence S 02 deg. 30 min. 37 sec. E a distance of 131.12 feet to the southerly line of Demers Avenue; thence S 02 deg. 16 min. 06 sec. E a distance of 798.05 feet to the SW corner of Lot 2; thence N 87 deg. 36 min. 18 sec. E along the south line of Lot 2 a distance of 80.00 feet to the point of beginning; thence N 87 deg. 36 min. 18 sec. E along the south line of Lot 2 a distance of 233.00 feet; thence N 02 deg. 16 min. 06 sec. W a distance of 125.20 feet; thence S 83 deg. 01 min. 03 sec. W a distance of 233.79 feet; thence S 02 deg. 16 min. 06 sec. E a distance of 106.68 feet to the point of beginning.

Said parcel is shown on the plat as parcel City 5 and contains 26,992 sq. ft. more or less, and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION

It is the condition of this easement that it shall not be filed for record and that all rights conveyed to the state of North Dakota and North Dakota Department of Transportation by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first.

The legal description was prepared by Nathan Vaughn, PLS, SRF Consulting Group, Inc.  
1 North Second Street, Case Plaza, Suite 102, Fargo, North Dakota 58102


PROJECT NO. RCE-FTF-NHU-SU-CPU-6-297(014)000

PCN. 24115

SUPPLEMENT TO PLAT NO. 2 OF 2

Parcel City 3, City 4, & City 5 MODIFIED on 1/14/26

Lot 2, Block 1, Dank's Addition  
Sec 7-151-50

PARCEL NO. City 5  26,992 SF  
Temporary Const. Easement  
City of Grand Forks  
PO Box 5200  
Grand Forks, ND 58206



Contract Number: Document ID

NDDOT Contract No. 20241640  
BNSF File No. BF-20602768

**North Dakota Department of Transportation**  
**CONSTRUCTION AND MAINTENANCE AGREEMENT**  
**Project No. RCE-NHU-SU-CPU-6-297(014)000, PCN 24115**  
**NDDOT Bridge No. 0297-000.303 N B**  
**Crossing ID 081329H**

**BNSF Railway Bridge over 42<sup>nd</sup> Street (adjacent to ND Highway 297, DeMers Avenue) in Grand Forks, ND**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT or Agency, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, the city of Grand Forks, North Dakota, hereinafter referred to as the City, whose address is 255 N 4<sup>th</sup> St, Grand Forks, North Dakota 58203, and BNSF Railway Company, hereinafter referred to as the Railroad or BNSF, whose address is 80 - 44th Avenue NE, Minneapolis, Minnesota 55421

WITNESSETH:

WHEREAS, NDDOT will construct a grade separated rail crossing at the intersection of ND Highway 297 (DeMers Avenue) and 42<sup>nd</sup> Street, and

WHEREAS, work in Railroad right of way will consist of roadway reconstruction, structures, retaining walls, temporary shoring, storm sewer, a shoofly and other project related items, and

WHEREAS, NDDOT will quit claim Parcel ??? to the Railroad and the Railroad will quit claim Parcel ??? to NDDOT as a right of way exchange for project construction and future maintenance, and

WHEREAS, this agreement will address the work at the railroad underpass and at the intersection of DeMers Avenue and 42<sup>nd</sup> Street adjacent to BNSF property, and

WHEREAS, the parties desire the Project to be constructed in accordance with plans and specifications to be prepared by NDDOT, and

WHEREAS, in connection with the highway construction, the Project will require permanent and temporary easements from the Railroad's right of way, and

WHEREAS, NDDOT will undertake the construction of said Project, using federal funds, the Railroad will agree to the execution of NDDOT's Project upon the terms and conditions herein stated, and

WHEREAS, BNSF will maintain the track over the bridge structure and approaches including ballast, ties, rails,



Contract Number: Document ID

maintenance and access roads and appurtenances. In addition, BNSF will maintain drainage on its right of way, and

WHEREAS, City will maintain the bridge, bridge walks, bridge railings, downspouts, drains, retaining walls, etc. at a cost of one-half (1/2) Railroad and one-half (1/2) City, and

WHEREAS, City will maintain fencing on the east side of bridge as described in the attached plans, and

NOW, THEREFORE, in consideration of the premises and the mutual dependent promises hereafter contained, the parties agree as follows:

**I.**

The Railroad, by signature of this agreement, accepts the proposed work as shown on Exhibit A, attached hereto and made a part hereof. The Railroad shall grant to NDDOT by separate instrument, and at a price and location to be agreed upon between the parties, permanent and temporary construction easements for construction and maintenance of the grade separation as shown on said Exhibit A. The form of the temporary easement is as attached in Exhibit "I" and made a part hereof.

The Railroad will contribute, not to exceed, \$1,500,000.00 (hereinafter referred to as "Railroad's share") towards the total costs of the bridge superstructure and substructure work. The Railroad's share will be based on the costs for construction of the bridge superstructure including concrete walks and railings and entire substructure.

NDDOT will submit billing for the Railroad's share within sixty (60) days of a billing period. The Railroad shall pay all billings within 90 days from the date the billing is received.

**II.**

NDDOT shall submit to Railroad prior to the commencement of any work, plans and specifications of the work to be done on Railroad's right-of-way. No work shall be commenced on Railroad's right-of-way before notice to proceed is given by Railroad's Manager, Public Projects, to NDDOT.

Nothing provided in this agreement with respect to plans and specifications shall be construed or deemed to be a ratification, approval or an adoption by Railroad of plans and specifications.

**III.**

NDDOT (by its contractors, each a "Contractor") and Railroad shall perform the various items of work to the satisfaction of the Railroad and in accordance with the plans and specifications as agreed to by Railroad and NDDOT.

**A. WORK TO BE PERFORMED BY NDDOT'S CONTRACTOR AT EXPENSE OF NDDOT.**

1. Except as provided by this agreement, furnish all plans, engineering supervision (including construction surveying), labor, materials, supplies, and equipment necessary to complete the Project.



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2. Remove existing sidewalk, curb and gutter, roadway pavement, and storm sewer, replace with new storm sewer, sidewalk, curb and gutter, roadway and roadway structure as shown in plans in Appendix A.
3. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right of way.
4. Provide suitable drainage, both temporary and permanent.
5. Jobsite cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter, and other waste materials to the sole satisfaction of BNSF.
6. Perform all other work, not specifically mentioned as work to be performed by the Railroad, necessary to complete the Project in accordance with the plans and specifications.
7. Coordinate all work with the Railroad's Roadmaster and Manager, Public Projects. Phone numbers and contact information are provided in the plans.
8. NDDOT will cause its Contractors to comply with all Railroad safety and other requirements as specified in Exhibits C, C-1 and H, all of which are incorporated herein. All NDDOT Contractors must execute C & C-1 before commencing any work on BNSF property.

**B. WORK TO BE PERFORMED BY RAILROAD**

1. Provide flagging for the work of NDDOT or its Contractor at the expense of NDDOT as specified in Exhibits C, C-1 and G.
2. Place and remove all ballast, track, signing and signals needed to temporarily relocate the train track alignment to the shoofly alignment at the expense of NDDOT as specified in Exhibit G.
3. Furnish engineering and inspection as required in connection with the construction of the Project as specified in Exhibit G.
4. If a suitable and safe location exists and the contractor needs a temporary construction crossing across the existing tracks, the location and the cost of the crossing shall be agreed upon by the contractor and the Railroad and an appropriate construction crossing agreement shall be entered into. The Railroad shall install and remove the temporary construction crossing and furnish all materials necessary to provide for such crossing, all at the expense of the NDDOT contractor.
5. The estimated cost of various items of work to be performed by Railroad under this agreement is shown on the estimate attached hereto and marked Exhibit G. All costs incurred by Railroad are subject to Federal aid and shall meet the requirements of NDDOT.

**IV.**

All work to be done by NDDOT or its Contractor on Railroad's right-of-way or in the vicinity of Railroad's tracks shall be done in a manner satisfactory to Railroad and shall be performed at such a time and in such manner as not to interfere with the movement of trains or traffic upon the tracks of Railroad. NDDOT will require its



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Contractor to use all care and precaution necessary to avoid accident or damage to, or interference with, Railroad's tracks or trains, and to notify Railroad's Roadmaster and Manager, Public Projects 30 days in advance whenever the Contractor is about to perform work on or adjacent to Railroad's right of way and tracks to enable Railroad to furnish flagging and such other protective services and devices as in Railroad's judgment may be necessary to ensure safety of railroad operation. Wherever safeguarding of trains or traffic of railroad is mentioned in this agreement, it is intended to cover and include all users of Railroad's tracks having permission for such use.

NDDOT will reimburse Railroad directly for a share of costs incurred for flagging and other protective services/devices furnished. Bills for flagging and other protective services and devices ascertained in accordance with the provisions of 23 CFR 646-B and 23 CFR 140-1 and other pertinent instructions issued by the Federal Highway Administration, Department of Transportation, will be submitted by Railroad to NDDOT.

BNSF agreed to observe and comply, and to require any of its contractors or subcontractors to observe and comply with Federal laws attached in Exhibit "E", to the extent such laws may apply to work to be performed by BNSF under this agreement. Where compliance is not applicable of BNSF, its contractors or subcontractors will be required to comply with such requirements.

Railroad will submit complete billing for flagging and other protective services and devices within one hundred twenty (120) days after completion of the Project. NDDOT will review all billings and pay all accepted billings within 90 days from the date the billing is received by the NDDOT.

**V.**

BNSF will give NDDOT notice in advance of awarding any contracts for any of the work to be performed by Railroad hereunder in excess of \$50,000. NDDOT may request an audit of any Railroad invoice for which Railroad has incurred expenses and is seeking reimbursement within three (3) years of the date of such invoice. Railroad shall reasonably cooperate with all such audit requests timely made.

**VI.**

In addition to any rights and remedies that Railroad may have directly against the Contractor under Exhibits C and C-1, NDDOT shall require that should the Contractor in any way interfere with Railroad operations or damage property during construction operations over Railroad's tracks and right-of-way, the Contractor shall stop his work to allow the Railroad to investigate and make necessary repairs at Contractors' sole cost and expense. No work will proceed until authorized in writing by the Railroad.

**VII (Intentionally Deleted.)**

**VIII.**

The Railroad agrees to observe and comply with all applicable laws; provided, however, that nothing in this agreement is intended to waive, nor shall it waive, the preemptive effect of Federal law as to railroad.

**IX.**



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Upon completion of the items of work, NDDOT shall require its Contractor to leave the Railroad right-of-way in a condition satisfactory to the Railroad.

**X.**

Upon completion of the Project, neither party shall do or permit anything to be done to reduce the horizontal or vertical clearances provided by plans; provided, however, that the Railroad reserves the right to make such ballast raises to its existing and future tracks as may be justified, and further reserves the right to make changes or additions to its facilities within the limit of the overpass. In the event any changes in, or additions to the tracks or other facilities of the Railroad, NDDOT or City are made in the future, the usefulness of the overpass for the purposes of grade separation shall not be impaired.

In addition to the terms and conditions set forth elsewhere in this agreement, BNSF, the NDDOT and City agree to the following terms upon completion of construction of the Project:

- a. City will own and be fully responsible for repairs, maintenance, future construction or reconstruction of 42<sup>nd</sup> Street.
- b. City will do nothing and permit nothing to be done in the maintenance of 42<sup>nd</sup> Street, which will interfere with or endanger facilities of BNSF.
- c. It is expressly understood by NDDOT, City and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.

The parties mutually agree that neither construction activities for the Project, nor future maintenance of the structure once completed, will be permitted during the fourth quarter of each calendar year, unless approved in advance in writing by Railroad. Emergency work will be permitted only upon prior notification to BNSF's Network Operations Center (telephone number: 800 832-5452). The parties hereto mutually understand and agree that trains cannot be subjected to delay during this time period.

**XI.**

In addition to and consistent with its obligations under Article X above, NDDOT or City shall own, maintain, repair, and reconstruct, as necessary and at its own expense, the highway roadway and other improvements as described herein; excluding rail, ballast, ties and the Railroad crossing surface; provided, however, that any such reconstruction must be performed by a Contractor and not by NDDOT's or City's own forces. NDDOT and City agrees that as to any maintenance, repair or reconstruction, it will comply with the following:

- A. Cause its Contractor to comply with Exhibit C and to execute Exhibit C-1 with Railroad.
- B. Require its Contractor to carry regular contractor's public liability and property damage insurance as then specified by NDDOT Spec. 107.14 or any subsequent NDDOT specification for limits equal to those then required of public contractors performing work under contract with NDDOT; and
- C. Reimburse the Railroad for all costs and expenses related to the maintenance or reconstruction of the structure incurred by the Railroad in connection with such maintenance, repair, or reconstruction.
- D. City with its own personnel may perform the following routine maintenance and delamination surveys without



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providing advance notice to BNSF or coordinating with BNSF's Public Projects group; however City shall comply with BNSF's applicable rules and regulations in performing any of such items.

- Snow and ice control on the roadway and sidewalk
- Repairing or replacing guard rails and crash attenuators on the approaches leading up to the bridge
- Delamination surveys
- Maintain drainage facilities
- Lighting maintenance and repair
- Sidewalk railing maintenance and repair
- Fencing maintenance and repair
- Removal of graffiti
- Pavement marking
- Street sweeping
- Installation, removal and replacement of signs
- Bridge and retaining wall painting and/or staining

City with its own personnel may perform inspections of the bridge; provided, however, City must first furnish notice to BNSF's Manager, Public Projects and must comply with BNSF's applicable rules and regulations.

Should City wish to perform other maintenance or repair activities not listed above with its own personnel, City understands an additional agreement may be necessary and will coordinate with BNSF's Manager, Public Projects.

## **XII.**

In the event the overpass shall cease to be used for highway purposes, the NDDOT or City shall notify the Railroad of such abandonment, and at City's expense, remove the overpass and approaches located upon the property of the Railroad except and unless it is mutually agreed, within 120 days following City's notification of abandonment, that portions of all the overpass and approaches are to be left in place. Removal and cleaning up of the Railroad's property shall be done to the satisfaction of the Railroad.

## **XIII.**

Other Agreements. This agreement shall supersede any and all other agreements, arrangements, or understandings between the signatory jurisdictions covering, in whole or in part, any of the matters covered in this agreement.



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**XVI.**

This agreement shall be for the benefit of and be binding upon the parties hereto, their successors, and assigns.

EXECUTED the date last below signed.

WITNESS: BNSF RAILWAY COMPANY

\_\_\_\_\_  
NAME (TYPE OF PRINT)

\_\_\_\_\_  
OFFICERS NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Executed by the city of Grand Forks, North Dakota, the date last signed below.

APPROVAL: CITY OF GRAND FORKS

\_\_\_\_\_  
CITY ATTORNEY (TYPE OR PRINT)

\_\_\_\_\_  
MAYOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
CITY AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_



Contract Number: Document ID

DATE

Executed by the North Dakota Department of Transportation, the date last signed below:

WITNESS:

NORTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
(TYPE OR PRINT)

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

APPROVED AS TO SUBSTANCE BY:

\_\_\_\_\_  
BRIDGE ENGINEER (TYPE OR PRINT)

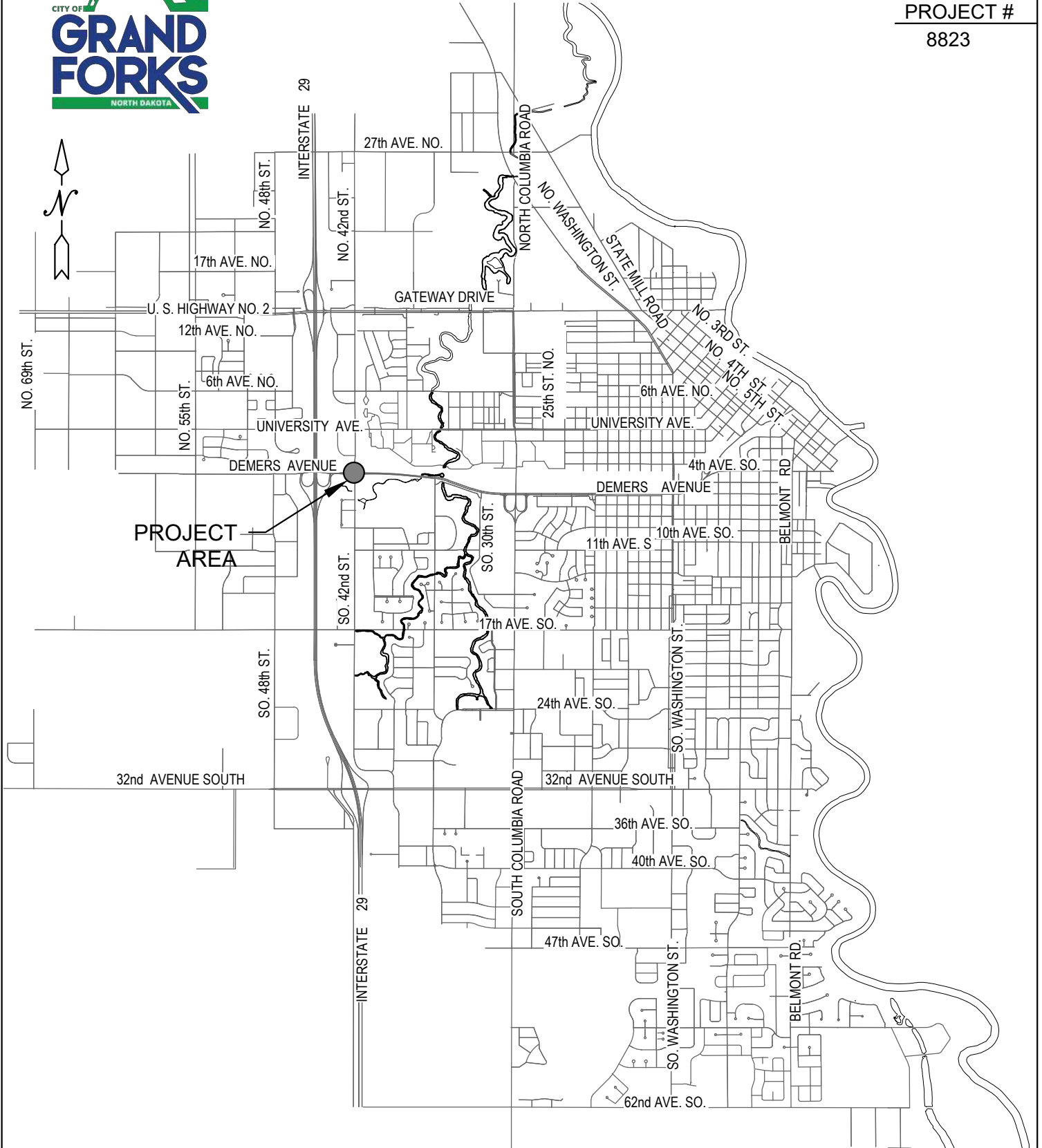
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# PROJECT LOCATION MAP GRAND FORKS, NORTH DAKOTA

## RECONSTRUCT DEMERS AVE AND 42ND ST

PROJECT #  
8823



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**LEGEND**

- 1 WET POND
- 2 DRY POND
- 3 ROADWAY BRIDGE
- 4 RAILROAD BRIDGE
- 5 JUG HANDLE CONNECTION TO DEMERS AVE
- 6 TOP TRACER DEVELOPMENT PARKING LOT
- 7 TOP TRACER DEVELOPMENT CLUBHOUSE
- 8 ENGLISH COULEE / EXISTING WETLANDS
- 9 TOP TRACER DRIVING RANGE
- 10 PEDESTRIAN PATHWAY
- 11 EXISTING HOLES TO REMAIN UNTOUCHED
- 12 RECONFIGURED HOLES
- 13 GREENVIEW DEVELOPMENT BUILDING
- 14 GREENVIEW DEVELOPMENT PARKING LOT

**City of Grand Forks  
2026 Budget**

**CIP (Continued)  
Street Infrastructure Fund - Multi Year Plan**

	2025	2026	2027	2028	2029	2030	2031	Out Years
Bridge GF-09 Columbia Rd/English Coulee	-	-	-	-	80,000	-	-	-
Bridge 18-136-18.0 N 69th St/English Coulee Diversion	-	-	-	-	-	-	-	2,000,000
<b>Railroad Crossing Improvements</b>								
Rail Crossing #086750Y N 55th St	-	100,000	-	-	-	-	-	-
Rail Crossing #0812865 2nd Ave N/Mill Spur	-	-	-	100,000	-	-	-	-
Rail Crossing #081292V 7th Ave N/Mill Spur	-	-	-	-	-	100,000	-	-
Contingency (Pre & Post Project Costs)	100,000	100,000	100,000	100,000	100,000	100,000	100,000	-
Mill & Overlay Undesignated	-	-	787,500	787,500	787,500	787,500	787,500	-
M/O Near North Side Neighborhood (S of 7th Ave N)	924,000	-	-	-	-	-	-	-
2025 Fog & Scrub Seal	300,000	87,500	87,500	87,500	87,500	87,500	87,500	-
M/O Near North Side Neighborhood (North of 7th Ave N)	739,200	-	-	-	-	-	-	-
Reconstruct Alley Between N 3rd St & N 4th St	-	168,000	-	-	-	-	-	-
Reconstruct 2nd Ave N (N 23rd St to N Columbia Rd)	1,394,400	-	-	-	-	-	-	-
Reconstruct 24th Ave S (S 29th St to Roundabout)	1,239,000	-	-	-	-	-	-	-
Reconstruct 17th Ave S (S 20th St to Rider)	-	966,000	-	-	-	-	-	-
M&O Belmont Rd (S 5th St to 17th Ave S)	-	542,500	-	-	-	-	-	-
M&O 62nd Ave S (S Washington St to S Columbia Rd)	-	525,000	-	-	-	-	-	-
Reconstruct 17th Ave S (Rider Rd to S Columbia Rd)	-	-	1,046,500	-	-	-	-	-
M/O 24th Ave S (Belmont Rd to S Washington St)	-	-	527,800	-	-	-	-	-
Reconstruct 32nd Ave S (Belmont Rd to Cherry St)	-	-	1,344,000	-	-	-	-	-
M&O S 30th St (Demers Ave to 14th Ave S)	-	-	-	218,750	-	-	-	-
Reconstruct 13th Ave N (Wash to N 20th St)	-	-	-	851,200	-	-	-	-
Reconstruct 30th Ave S (S 34th St to S 38th St)	887,000	-	-	-	-	-	-	-
Reconstruct 5th Ave S (Demers to Xcel)	-	420,000	-	-	-	-	-	-
Reconstruct 11th Ave N (Gateway to N 4th St)	-	154,000	-	-	-	-	-	-
Reconstruct N 43rd St (5th Ave N to 10th Ave N)	-	-	-	-	1,682,800	-	-	-
Reconstruct 13th Ave S (S Washington St to S 10th St)	-	-	-	-	914,900	-	-	-
Reconstruct Walnut St (1st Ave S to 4th Ave S)	-	-	-	-	738,500	-	-	-
Reconstruct S Columbia Rd (47th Ave S to 55th Ave S) 5-Lane	-	-	-	-	-	-	8,910,000	-
CPR 29th Ave S (S 38th St to S 42nd St)	-	-	-	-	-	172,200	-	-
CPR&G 36th Ave S (S Columbia Rd to S 31st St)	-	-	-	-	-	236,600	-	-
Reconstruct S 4th St (Demers Ave to Woodland Ave)	-	-	-	-	-	-	-	2,908,500
Recon S Washington St (57th Ave S to 62nd Ave S) 5-Lane	-	-	-	-	-	7,600,000	-	-
Recon S Columbia Rd (55th Ave S to 62nd Ave S) 5-Lane	-	-	-	-	-	-	-	8,580,000
Reconstruct N 43rd St (Gateway Dr to 10th Ave N)	-	-	-	-	-	-	-	1,059,100
Reconstruct S 29th St (17th Ave S to 24th Ave S)	-	-	-	-	-	-	-	2,009,700
Recon 62nd Ave S S Washington St to S Columbia Rd) 3-Lane	-	-	-	-	-	-	-	6,625,000
Reconstruct Chestnut St (25th Ave S to 32nd Ave S)	-	-	-	-	-	-	-	1,547,000
Reconstruct Chestnut St (1st Ave S to 5th Ave S)	-	-	-	-	-	-	-	841,400
Reconstruct Gertrude Ave (S 3rd St to Belmont Rd)	-	-	-	-	-	-	-	778,400
Reconstruct Franklin Ave (S 3rd St to S 5th St)	-	-	-	-	-	-	-	455,700
Reconstruct 19th Ave S (Cherry St to S Washington)	-	-	-	-	-	-	-	1,400,000
Reconstruct 1st Ave N (N Washington St to N 14th St)	-	-	-	-	-	-	-	217,000
<b>Sub-total Operations and Maintenance</b>	<b>7,311,400</b>	<b>4,662,600</b>	<b>5,296,900</b>	<b>3,598,950</b>	<b>6,185,200</b>	<b>10,492,800</b>	<b>11,349,000</b>	<b>32,921,800</b>
<b>PRIORITY D</b>								
<b>SUPPORTING EXPANDING DEVELOPMENT</b>								
27th Ave N Storm Sewer (Covered by Transfer from 2175)	3,000,000	-	-	-	-	-	-	-
40th Ave S (S 42nd St to S 44th St)	1,440,000	-	-	-	-	-	-	-
Korynta-Lemm Paving N 55th St and 17th Ave N	-	4,500,000	-	-	-	-	-	-
27th Ave N (N Washington St to N 32nd St)	-	1,587,600	-	-	-	-	-	-
27th Ave N (N 32nd St to N 39th St)	-	-	1,764,000	-	-	-	-	-
Unknown Future Development	-	-	437,500	437,500	437,500	437,500	437,500	-
6th Ave (55th to 58th)	-	-	-	-	-	-	-	1,274,000
<b>Sub-total Supporting Expanding Development</b>	<b>4,440,000</b>	<b>6,087,600</b>	<b>2,201,500</b>	<b>437,500</b>	<b>437,500</b>	<b>437,500</b>	<b>437,500</b>	<b>1,274,000</b>
<b>PRIORITY E</b>								
<b>ADDITIONAL PROJECTS</b>								
University Ave Reconstruct (N Columbia Rd to N 25th St)	-	-	1,982,400	-	-	-	-	-
Reconstruct 42nd St (17th Ave S to 24th Ave S) for Birkholz (5-Jane)	-	-	-	-	-	-	-	6,237,000
S 30th St (Demers Ave to 11th Ave S)	-	-	-	-	-	-	-	1,890,000
S 30th St (11th Ave S-14th Ave S)	-	-	-	-	-	-	-	1,680,000
AISAC 17th Ave S	-	1,800,000	-	-	-	-	-	-
Alerus Parking Lot Rehabilitation	-	-	-	250,000	-	250,000	-	-
<b>Sub-total Additional Projects</b>	<b>-</b>	<b>1,800,000</b>	<b>1,982,400</b>	<b>250,000</b>	<b>-</b>	<b>250,000</b>	<b>-</b>	<b>9,807,000</b>
<b>PRIORITY F1</b>								
<b>LARGE REGIONAL PROJECTS (42nd St Underpass)</b>								
42nd St Underpass Support	1,000,000	-	-	-	-	-	-	-
42nd St Underpass	-	-	-	-	-	-	-	-
2025 \$1MM Upfront Support Cash	-	1,000,000	2,833,000	-	-	-	-	-
2027 \$2.8MM from S 48th St Transfer	-	-	-	-	-	-	-	-
42nd St Underpass (Bond Payments)	-	-	-	-	-	-	-	-
2026 ROW, Utility Relocation & Environmental Mitigation \$5M Bond	-	350,000	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000	1,150,000
2027 Construction & Construction Engineering \$12.8M Bond	-	-	-	-	-	-	-	-
<b>PRIORITY F2</b>								
<b>LARGE REGIONAL PROJECTS (47th Ave Interchange)</b>								
47th Ave Interchange Supporting Roadways ROW	1,000,000	1,500,000	-	-	-	-	-	-
S 34th St (45th Ave S to 47th Ave S)	-	819,000	-	-	-	-	-	-
47th Ave S (S 34th St to S 38th St) (5 Lane)	-	-	-	-	-	-	-	5,610,000
I-29 and 47th Ave S Interchange Utility Relocate	-	-	-	-	-	-	-	403,700
S 38th St (40th Ave S to 47th Ave S)	-	-	-	-	-	-	-	2,268,000
S 48th St (32nd Ave S to 40th Ave S)	-	-	-	-	-	-	-	3,141,600
S 48th St (40th Ave S to 47th Ave S)	-	-	-	-	-	-	-	3,094,000
47th Ave S (I-29 to S 48th St) ( 5 Lane)	-	-	-	-	-	-	-	7,590,000
S 42nd St (40th Ave S to S 48th St)	-	-	-	-	-	-	-	3,367,000
Inter City Bridge	-	-	-	-	-	-	-	-
<b>Sub-total Large Regional Projects</b>	<b>2,000,000</b>	<b>3,669,000</b>	<b>3,983,000</b>	<b>1,150,000</b>	<b>1,150,000</b>	<b>1,150,000</b>	<b>1,150,000</b>	<b>27,274,300</b>
<b>Summary of Sub-total Priorities</b>								
<b>Sub-total of Annual Non-Project Operating Costs Priority A</b>	2,165,291	2,619,759	3,244,727	2,309,069	2,375,341	2,443,601	2,513,909	-
<b>Sub-total of Projects with Federal Funding</b>	1,305,227	3,271,000	1,651,826	1,252,845	6,515,000	3,420,000	2,750,000	-
<b>Sub-total of Operations and Maintenance</b>	7,311,400	4,662,600	5,296,900	3,598,950	6,185,200	10,492,800	11,349,000	-
<b>Sub-total of Expanding Development</b>	4,440,000	6,087,600	2,201,500	437,500	437,500	437,500	437,500	-
<b>Sub-total of Additional Projects</b>	-	1,800,000	1,982,400	250,000	-	250,000	-	-
<b>Sub-total of Large Regional Projects (42nd St Underpass)</b>	1,000,000	1,350,000	3,983,000	1,150,000	1,150,000	1,150,000	1,150,000	-
<b>Sub-total of Large Regional Projects (47th Ave Interchange)</b>	1,000,000	2,319,000	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>17,221,918</b>	<b>22,109,959</b>	<b>18,360,353</b>	<b>6,998,364</b>	<b>16,663,041</b>	<b>18,193,901</b>	<b>18,200,409</b>	-
<b>Net Amount Available for Carryover (Cash)</b>	<b>\$ 14,711,084</b>	<b>\$ 8,257,259</b>	<b>\$ 3,591,006</b>	<b>\$ 10,209,713</b>	<b>\$ 7,849,599</b>	<b>\$ 5,922,335</b>	<b>\$ 2,607,168</b>	-
Revenue over/(under) expenditures annually	\$ 6,361,084	\$ (6,453,825)	\$ (4,666,252)	\$ 6,618,707	\$ (2,360,114)	\$ (1,927,264)	\$ (3,315,167)	-