



City of Grand Forks
Staff Report
Committee of the Whole – April 13, 2026
City Council – April 20, 2026

APPROVED & ACCEPTED
by City Council
Maureen Storstad
04/20/2026
Maureen Storstad
City Auditor

Agenda Item: Cost Participation and Maintenance Agreement for City Project No. 8730– Point Bridge Rehab

Submitted by: Engineering Department, David Kuharenko, PE (Assistant City Engineer)
Carter Hunter, PE (Senior Civil Engineer)

Staff Recommended Action: **Approve Cost Participation and Maintenance Agreement for City Project No. 8730, Point Bridge Rehab and Any Necessary Budget Amendments.**

Committee Recommended Action: Motion by Berg, second by Lunski to move staff recommendation to City Council with a recommendation to approve. Motion carried unanimously.

Council Action: Motion by Sande, second by Lunski to approve staff recommendation.
Motion passed unanimously on consent agenda.

BACKGROUND:

The Agreement under consideration is a standard agreement with the North Dakota Department of Transportation (NDDOT). The Agreement identifies the responsibilities for payment of the project costs and maintenance responsibilities for the project once completed. The proposed project will require a federal fund transfer between NDDOT and Minnesota Department of Transportation (MNDOT) and language referring to this transfer is included in the Agreement. This proposed project was programmed through the Urban Roads Program, which provides Federal grant funding through the Federal Highway Administration (FHWA) and administered through the NDDOT. The cost of the project is split 50-50 between Grand Forks and East Grand Forks. The cost split for the city of Grand Forks’ share on this project under this funding program is 80% Federal Share/20% Local Share. The total construction cost is estimated to be \$2,261,948 with a city cost share for construction of \$226,195. The Federal funding only covers the construction cost. We will have additional costs for design and construction services that are split 50-50 with East Grand Forks with our estimated cost share being \$108,413. Estimated total project cost for Grand Forks of \$334,608.

The proposed project includes the rehabilitation of the Point Bridge which includes replacement of expansion & swivel joints, repairing damaged concrete curbing, partial depth repairs of concrete decking, mill & overlay entire concrete bridge deck, painting of handrails and steel beams, approach work on the Minnesota side, and bridge superstructure work. MNDOT and East Grand Forks’ city engineer Widseth will take lead on this project. The Point Bridge was originally built in 1967. The last bridge rehabilitation was completed in 2006. The City of East Grand Forks completed a bridge condition report on the Point Bridge in 2024 with Widseth.

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 ND Department of Transportation's listing for projects eligible for Federal Highway Urban Funding.
- November 15, 2021 – City Council approved the Federal Aid request for funding.
- April 21, 2025 – City Council approved the Cooperation Rehabilitation Agreement that lays out the responsibilities and cost share for the City of East Grand Forks and the City of Grand Forks.
- March 16, 2026 – City Council approved the plans and specifications.

ANALYSIS AND FINDINGS OF FACT:

- According to the proposed Agreement, the project funding split for eligible project expenses is 80.93% Federal and 19.07% Local.
- The current estimated total project cost split per the Cost Participation and Maintenance Agreement is as follows for construction:

\$2,261,948	Total Cost
\$1,130,974	Less East Grand Forks' Share
<u>\$ 915,297</u>	Less Federal Share
\$ 226,195	Local Share
- The funding for the local share will be from the Street/Infrastructure Fund 4815 where \$230,000 is budgeted for this project. A budget amendment will likely be needed to cover the design and construction services costs.
- This project will be presented again to Council for the concurrence of bids in spring of 2026.
- Construction is expected to take place during the 2026 construction season.

SUPPORT MATERIALS:

- Pertinent pages from CPMA Agreement (6 pages)
- Project Location Map (1 page)
- Page 547 of the 2026 City Budget indicating funding source for this project (1 page)

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Palo, George H., Urban Project Manager

DATE: 03/31/2026

SUBJECT: 38260315: SU-6-986(141) PCN 24056 Cost Participation and Maintenance Agreement.

This is the CPM between the NDDOT and City of Grand Forks for the Spall Repair, Structure Painting, Lighting and Guardrail work on the Point Bridge. This CPM contains one time changes in wording describing how the transfer of funds will take place, who will construct the project, and who is responsible once the Federal funding Cap is met.

If you have any questions, please contact me at (701) 787-6539

38/ghp

Docusign Workflow:
Stacey Hanson;
Derek Pfeifer;
Nicole Lagasse;
David Kuharenko (Assign City Signers);
City Attorney;
City Auditor;
City Mayor/ President of Commission;
George Palo;
Clint Morgenstern;
Chad Orn

**North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Palo, George H.

Telephone: 701-787-6539

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only.

FHWA Authorization date:

**Project No. SU-6-986(141) PCN: 24056 LPA: CITY OF GRAND FORKS
Location: GRAND FORKS POINT BRIDGE-MINNSOTA AV
Type of Improvement: SPALL REPAIR, STRUCTURE PAINTING, LIGHTING, GUARDRAIL
Length: 0.16 MILES**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of GRAND FORKS, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the MNDOT construct the project and the LPA to maintain this project according to the terms and conditions set forth in this agreement.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$920,000.00 for the North Dakota side of the project. The balance of the North Dakota side of the project is the obligation of the LPA.

Additional Funding Clause
N/A



Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
2. To assume full responsibility for the operation and maintenance of any facility constructed or improved under this agreement.
3. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
4. 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 streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
5. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.

PART II

Contracting and Construction:

1. During the construction of the project, the LPA will:
 - a. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed, the LPA agrees to:

1. Control the length and location of curb openings for future entrances and to 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 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. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.



5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
7. Provide maintenance to the completed project at its own cost and expense.
8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will transfer federal funds to MNDOT in accordance with the transfer funds agreement. MN Agreement No. 1062769 and ND Agreement No. 38260237.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. 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.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700



7. 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; has not been suspended, debarred, voluntarily excluded, or determined ineligible 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.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

LPA/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

LPA of _____

*

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer *SH*

SIGNATURE

03/31/26

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

M

SIGNATURE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27; C.M. 03/27/2026



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, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27; C.M. 03/27/2026



PROJECT LOCATION MAP

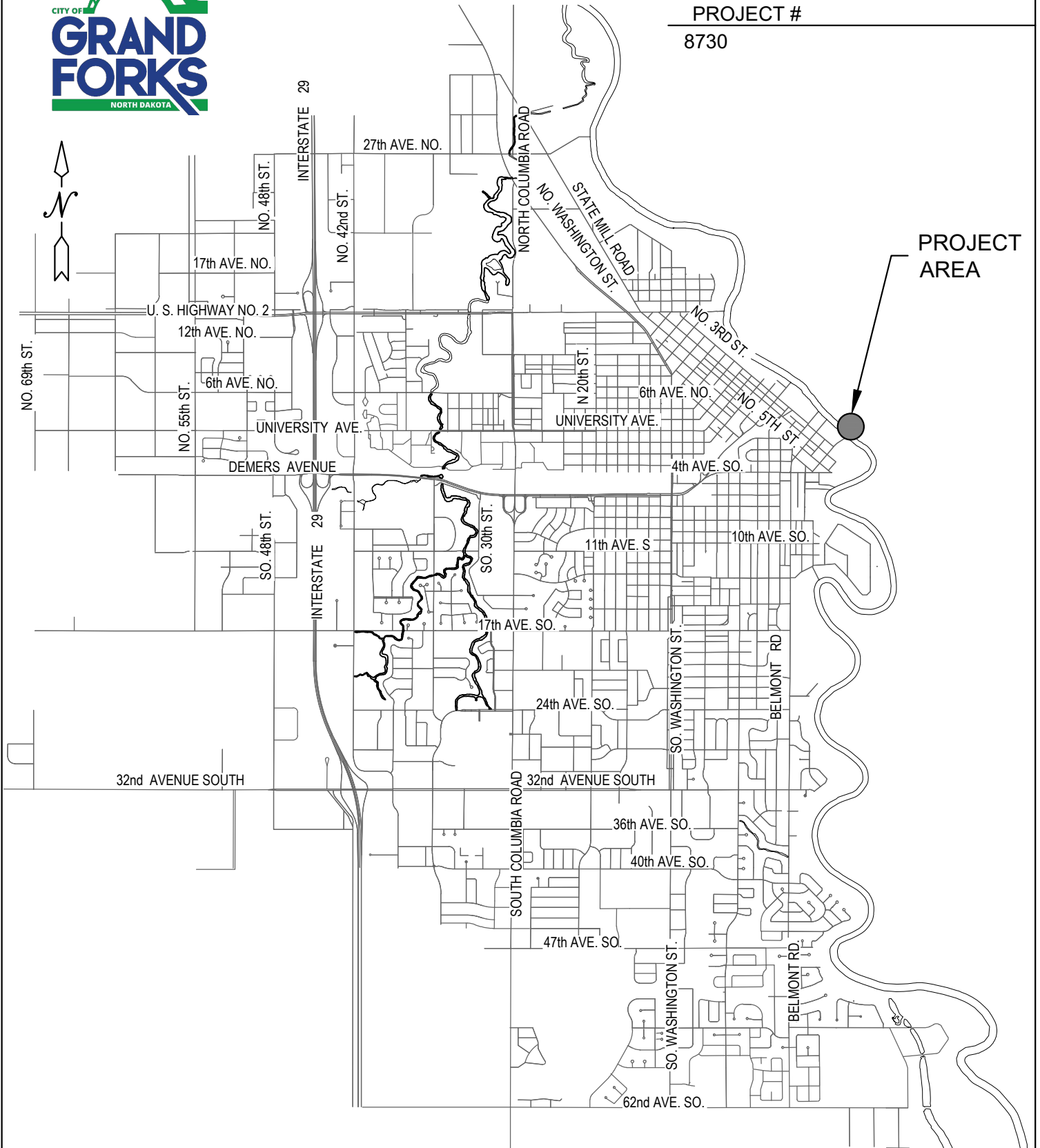
GRAND FORKS, NORTH DAKOTA

Point Bridge Rehabilitation



PROJECT #

8730



PROJECT AREA



Street/Infrastructure Fund

G/L Account	Account Description	2023 Amended Budget	2023 Actual Amount	2024 Amended Budget	2024 Actual Amount	2025 Adopted Budget	2026 Adopted Budget	
Fund 4815 - Street/Infrastructure Fund								
	Council Adopted					1.0000	350,000.00	350,000.00
4815.100.650.0010	Council Adopted					1.0000	1,500,000.00	1,500,000.00
	Council Adopted					1.0000	1,331,000.00	1,331,000.00
	Council Adopted					1.0000	1,100,000.00	1,100,000.00
	Council Adopted					1.0000	1,800,000.00	1,800,000.00
	Council Adopted					1.0000	100,000.00	100,000.00
	Council Adopted					1.0000	100,000.00	100,000.00
	Council Adopted					1.0000	250,000.00	250,000.00
	Council Adopted					1.0000	210,000.00	210,000.00
	Council Adopted					1.0000	87,500.00	87,500.00
	Council Adopted					1.0000	50,000.00	50,000.00
	Council Adopted					1.0000	90,000.00	90,000.00
	Council Adopted					1.0000	4,500,000.00	4,500,000.00
	Council Adopted					1.0000	60,000.00	60,000.00
	Council Adopted					1.0000	525,000.00	525,000.00
	Council Adopted					1.0000	542,500.00	542,500.00
	Council Adopted					1.0000	10,000.00	10,000.00
	Council Adopted					1.0000	230,000.00	230,000.00
	Council Adopted					1.0000	50,000.00	50,000.00
	Council Adopted					1.0000	100,000.00	100,000.00
	Council Adopted					1.0000	154,000.00	154,000.00
	Council Adopted					1.0000	966,000.00	966,000.00
	Council Adopted					1.0000	420,000.00	420,000.00
	Council Adopted					1.0000	168,000.00	168,000.00
	Council Adopted					1.0000	819,000.00	819,000.00
	Council Adopted					1.0000	833,600.00	833,600.00
	Council Adopted					1.0000	80,000.00	80,000.00
	Council Adopted					1.0000	300,000.00	300,000.00