

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Red River Bridge Maintenance Agreement

Location: Red River

Date of Hearing: 5/18/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/26/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a revised Red River Bridge Maintenance Agreement between City of Fargo, Fargo Park District, City of Moorhead, and Clay County.

An updated version of this Maintenance Agreement was approved by PWPEC in March, but since that time we have revised the agreement to now include the Main Avenue Bridge.

On a motion by Ben Dow, seconded by Gary Lorenz, the Committee voted to recommend approval of the revised Red River Bridge Maintenance Agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the updated Red River Bridge Maintenance Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

<u>Yes</u>	<u>No</u>
<u>N/A</u>	
<u>N/A</u>	
<u>N/A</u>	

COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Gary Lorenz, Fire Chief
Brenda Derrig, City Administrator
Ben Dow, Director of Operations
Tom Knakmuhs, City Engineer
Susan Thompson, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
☒	☒	☐	☒
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ATTEST:


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy Gorden, PE, PTOE
Division Engineer - Transportation

Date: May 13, 2026

Re: Approval of Revised Red River Bridge Maintenance Agreement with the City of Moorhead, Fargo Park District and Clay County

Background:

I have attached a revised Bridge Maintenance Agreement for your review. Since 2015, we have had an agreement between us, Fargo Park District, Moorhead, and Clay County covering inspection and maintenance responsibilities for our shared bridges over the Red River. Due to changes that have happened since the original agreement, it is appropriate to revise that agreement. Some of the changes are the removal of the North Broadway Bridge, the completion of the Oak Grove/Memorial Park Pedestrian Lift Bridge, the planned construction of the Bluestem Pedestrian Bridge and the recent agreement between NDDOT and MnDOT on border bridge inspections.

We approved a version of this maintenance agreement in March, but since that time, we've revised the agreement to now include the Main Avenue Bridge. Since it was constructed and opened in 2005, we had a verbal agreement between us, Moorhead, and Fargo Parks on who was going to be maintaining what. We now want to get that memorialized. One item to note is the Fargo Park District no longer wants to maintain the three flags on our side of the mid-span plaza, or raise or lower them as directed by the Governor or President. There is an American flag, a POW/MIA flag, and a State of North Dakota flag. I think it's reasonable for the City of Fargo to maintain these three flags. Moorhead has agreed to maintain the three flags on the east side of the mid-span plaza.

Recommended Motion:

Approve the revised Red River Bridge Maintenance Agreement and forward to the City Commission for final approval, pending review by City Attorney's Office.

JMG/klb
Attachment

BRIDGE MAINTENANCE AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into between the City of Moorhead, whose address is 500 Center Avenue, P.O. Box 779, Moorhead, Minnesota 56561-0779 (“Moorhead”), the City of Fargo, whose address is 225 Fourth Street North, Fargo, North Dakota 58102 (“Fargo”), the Park District of the City of Fargo, whose address is 6100 38th Street South, Fargo, North Dakota 58104 (the “Park District”), and Clay County, whose address is 807 — 11th Street North, Moorhead, Minnesota 56560 (“Clay County”).

RECITALS

WHEREAS, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo’s Home Rule Charter, authorize Fargo to enter into contracts; and

WHEREAS, Moorhead City Charter § 6.05, authorizes Moorhead to enter into contracts; and

WHEREAS, Minnesota Statutes Annotated § 373.01, authorizes Clay County to enter into contracts; and

WHEREAS, North Dakota Century Code § 40-49-04, authorizes the Park District to enter into contracts; and

WHEREAS, there are a number of bridges serving the Fargo-Moorhead area that need to be or will need to be inspected, repaired and maintained; and

WHEREAS, the parties have agreed to share in the responsibility of maintenance, inspection, and repair of the bridges, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

AGREEMENT

1. **The Bridges.** The bridges to be inspected, maintained, and/or repaired pursuant to this Agreement are:
 - a. 40th Avenue North (CSAH 20)/Wall Street Avenue (CSAH No. 22) Bridge (Bridge No. 14539)
 - b. 12th Avenue North/15th Avenue North Bridge (Bridge No. 14523)
 - c. 1st Avenue North Bridge (Bridge No. 14511)
 - d. Center Avenue/NP Avenue Bridge (Bridge No. 5270)
 - e. Main Avenue Bridge (Bridge No. 14012)
 - f. 52nd Avenue South/60th Avenue South (CSAH No. 12) Bridge (Bridge No. 14510)
 - g. Lindenwood-Gooseberry Pedestrian Bridge
 - h. Oak Grove-Memorial Pedestrian Bridge
 - i. Floating Pedestrian Bridge
 - j. Bluestem Pedestrian Bridge (Bridge No. R1122)

(hereinafter collectively referred to as the “Bridges”).

2. **Inspection.** The Bridges must be inspected in accordance with federal and state requirements and the National Bridge Inspection Standards as required by 23 CFR 650.3. Pursuant to a border bridge agreement between the North Dakota Department of Transportation (NDDOT) and the Minnesota Department of Transportation (MnDOT), those two agencies will be the lead agencies for conducting bridge inspections. Where bridge inspections are conducted by NDDOT, they will coordinate directly with Fargo. Where bridge inspections are conducted by MnDOT, they will coordinate directly with Moorhead or Clay County. Fargo and Moorhead or Clay County will notify each other when a DOT inspection is to be conducted. Bridge inspection responsibilities will be as follows:
 - a. MnDOT will act as the lead in arranging for and conducting the routine inspections of Bridge No. 14523 and for the special inspections of the pin and hanger assemblies of Bridge No. 5270. NDDOT will act as the lead in arranging for and conducting the routine inspections of Bridge Nos. 14511 and 5270, and for the inspections of the underwater elements of Bridge Nos. 14523, 14511, and 5270. Fargo and Moorhead agree to share the costs of inspection that are not covered by MnDOT and/or NDDOT, including all administrative costs, for these three bridges equally. Timing of inspections will be, at a minimum, as required by federal or state law, or by National Bridge Inspection Standards. Inspection of the Bridges may be done more frequently than required by federal or state law, or by National Bridge Inspection Standards, if any party to this Agreement deems the inspection necessary.
 - b. MnDOT will act as the lead in arranging for and conducting the inspections of Bridge No. 14539. NDDOT will act as the lead in arranging for and conducting the routine inspections of Bridge No. 14510, and for the inspections of the underwater elements of Bridge Nos. 14510 and 14539. Fargo and Clay County agree to share the costs of inspection that are not covered by MnDOT and/or NDDOT, including all administrative costs, for these two bridges equally. Timing of inspections will be, at a minimum, as required by federal or state law, or by National Bridge Inspection Standards. Inspection of the Bridges may be done more frequently than required by federal or state law, or by National Bridge Inspection Standards, if any party to this Agreement deems the inspection necessary.
 - c. The Main Avenue Bridge (#14012) is owned and operated by MnDOT and NDDOT, and those agencies are responsible for all inspections for that bridge.
 - d. There are no current federal or state requirements to inspect pedestrian bridges. In the event federal or state requirements change, or if any party wishes to inspect the pedestrian bridges, the responsibility for the inspection will be as set forth in paragraph 7 below.
3. **Snooper Truck.** A snooper truck is a truck with a long arm used by qualified inspectors to perform thorough evaluations of bridges to identify necessary repairs. A snooper truck may be utilized in conducting the inspection of the Bridges. For purposes of this Agreement, if Fargo, Moorhead, or Clay County conduct an inspection, the snooper truck will be provided by MNDOT. Any and all costs, including all administrative costs, associated with rental or use of the snooper truck will be split equally between the responsible parties.
4. **General Maintenance.** General maintenance includes, but is not limited to, flushing of joints,

pavement markings, sweeping, and snow removal. General maintenance responsibilities will be as follows:

- a. Roadway snow removal and General Maintenance for the Main Avenue Bridge is the responsibility of MnDOT and NDDOT except for any responsibilities that Fargo and Moorhead may have agreed to through construction and maintenance agreements with their respective DOT's. These agreements include, but are not limited to the Cost Participation, Construction and Maintenance Agreement for the Mid-Span Plaza between the City of Fargo and NDDOT, and Cooperative Construction Agreement #84518-R between the City of Moorhead and MnDOT. Subject to those other agreements, the Cities of Fargo and Moorhead agree to share maintenance responsibilities for the Main Avenue Bridge as follows:
 - i. Fargo will be responsible for:
 - 1) Snow removal and General Maintenance of the sidewalks
 - 2) The street lights on the west half of the bridge
 - 3) Decorative columns and railings on the west half of the bridge
 - 4) Retaining walls and decorative railings connected to the west abutment of the bridge
 - 5) The flagpoles and flags on the west half of the Mid-Span Plaza
 - 6) Snow removal and General Maintenance of the Mid-Span Plaza, including garbage and litter pick-up
 - 7) Other maintenance of aesthetic features of the Mid-Span Plaza, including light poles, benches, decorative railings and columns, and other aesthetic features
 - ii. Fargo Park District will be responsible for:
 - 1) Mowing, trimming, and landscape maintenance of turf and planting around the west abutment and retaining walls
 - iii. Moorhead will be responsible for:
 - 1) The street lights on the east half of the bridge
 - 2) Decorative columns and railings on the east half of the bridge
 - 3) Retaining walls and decorative railings connected to the east abutment of the bridge, including the Bridgehead Plaza
 - 4) Flagpoles and flags on the east half of the Mid-Span Plaza
- b. Roadway snow removal for each of the locally owned Bridges will be the responsibility of whichever entity is first to arrive at the location, unless otherwise agreed between the parties responsible for each bridge.
- c. Street sweeping, pavement marking, joint flushing and sidewalk snow removal for Bridges Nos. 14511, 14523, 14539, and 5270 will be the responsibility of Moorhead and Fargo.
 - i. Moorhead will be responsible for these activities on Bridge Nos. 14523 and 5270.
 - ii. Fargo will be responsible for these activities on Bridge Nos. 14511 and 14539.
- d. The costs associated with General maintenance of the Bridges will be split pursuant to the terms of this Agreement. General maintenance of items on each party's own property, including the approaches and bridge abutments, will be the responsibility of that party. Repairs to the superstructure or the deck will be split pursuant to the terms of this

Agreement.

5. **Maintenance and Repair — Bridges Nos. 14511, 14523, 5270.** Maintenance and repair work for Bridge Nos. 14511, 14523, and 5270 will be the responsibility of Moorhead and Fargo.
 - a. Moorhead will be responsible for:
 - i. Contracting with an engineering firm for the preparation of any plans and specifications necessary for the completion of any recommended maintenance or repair;
 - ii. Contracting with the proper party to perform any and all maintenance or repair of the Bridge as identified by the inspection, or as identified by either Moorhead or Fargo;
 - iii. Arranging for any necessary materials testing;
 - iv. Arranging for the necessary traffic control during the maintenance or repair, including both pedestrian and vehicular traffic; and
 - v. Contributing one half of the total cost, including all administrative costs, of the maintenance or repair.
 - b. Fargo will be responsible for:
 - i. Contributing one half of the total cost of the maintenance or repair, including construction, testing, engineering, legal, and all administrative costs.
 - c. In the event the river reaches a level which requires additional work be done to Bridge No. 14523, including but not limited to, removal of light poles and fencing on the Bridge, Moorhead will be the responsible party for ensuring the work is completed. Any and all costs, including all administrative costs, associated with this work will be shared equally between Moorhead and Fargo.
 - d. Approval must be given in writing by the authorized person or persons for both Fargo and Moorhead prior to incurring any cost for maintenance or repair of the Bridges identified in this paragraph. Planning for repairs should be completed one year in advance unless repair constitutes an emergency.
6. **Maintenance and Repair — Bridges Nos. 14510 and 14539.** Maintenance and repair work for Bridge Nos. 14510 and 14539 will be the responsibility of Clay County and Fargo.
 - a. Clay County will be responsible for:
 - i. Contracting with an engineering firm for the preparation of any plans and specifications necessary for the completion of any recommended maintenance or repair;
 - ii. Contracting with the proper party to perform any and all maintenance or repair of the bridge as identified by the inspection, or as identified by either Clay County or Fargo;
 - iii. Arranging for any necessary materials testing;
 - iv. Arranging for the necessary traffic control during the maintenance or repair, including both pedestrian and vehicular traffic; and
 - v. Contributing one half of the total cost, including all administrative costs, of the

maintenance or repair.

b. Fargo will be responsible for:

- i. Contributing one half of the total cost of the maintenance or repair, including construction, testing, engineering, legal, and all administrative costs.
- ii. Approval must be given in writing by the authorized person or persons for both Fargo and Clay County prior to incurring any cost for maintenance or repair of the bridges identified in this paragraph. Planning for repairs should be completed one year in advance unless repair constitutes an emergency

7. **Maintenance and Repair — Bridge Nos. 14012.** Maintenance and repair work for Bridge No. 14012 is the responsibility of NDDOT and MnDOT, and is not covered by this agreement, with the exception of the items described above in section 4.a.i and 4.a.ii.

8. **Maintenance and Repair — Pedestrian Bridges.**

a. *Floating Pedestrian Bridge.* The Park District and Moorhead, through the Park Department, will share equally in any repair costs associated with the floating pedestrian bridge. The Park District and Moorhead will alternate responsibility for the maintenance, installation, and removal of the floating pedestrian bridge.

i. Moorhead will be responsible for:

- 1) maintenance and removal of the floating pedestrian bridge in even- numbered years;
- 2) installation of the floating pedestrian bridge in the spring of the following odd-numbered year; and
- 3) contributing one half of the total cost of any repairs associated with the floating pedestrian bridge.

ii. The Park District will be responsible for:

- 1) maintenance and removal of the floating pedestrian bridge in odd- numbered years;
- 2) installation of the floating pedestrian bridge in the spring of the following even-numbered year; and
- 3) contributing one half of the total cost of any repairs associated with the floating pedestrian bridge.

b. *Permanent Pedestrian Bridges.* Responsibility for the permanent pedestrian bridges will be as follows:

i. The Park District will be responsible for:

- 1) 100% of the operation and maintenance of the Lindenwood-Gooseberry Pedestrian Bridge.

ii. Fargo will be responsible for:

- 1) 100% of the maintenance of the lighting on the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028); and
- 2) 50% of the cost of any repairs associated with the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028).

iii. Moorhead will be responsible for:

- 1) 100% of the operation and maintenance of the Oak Grove-Memorial Pedestrian Bridge; and
 - 2) 100% of the snow removal on the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028); and
 - 3) 50% of the cost of any repairs associated with the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028).
- c. In the event any of the pedestrian floating or lift bridges referenced in this section are in need of any major capital improvement, meaning an improvement that exceeds \$5,000, the cost of that improvement will be the joint responsibility of the Park District and Moorhead. Any and all major capital improvements must first be approved, in writing, by both the Park District and Moorhead.
 - d. In the event the Bluestem Pedestrian Bridge is in need of any major capital improvement, meaning an improvement that exceeds \$5,000, the cost of that improvement will be the joint responsibility of Fargo and Moorhead. Any and all major capital improvements must first be approved, in writing, by both Fargo and Moorhead.
 - e. Moorhead, Fargo and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the pedestrian bridges in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.
 - f. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute. If they cannot otherwise settle the dispute, the matter will be submitted to binding arbitration. Unless the parties can agree upon a single arbitrator, each party will select one arbitrator and the two so selected will select the third arbitrator. The decision of a majority of the arbitrators, or the single arbitrator chosen, will be conclusive and binding upon the parties.

9. **Easements.** Each party will each grant any other party any and all necessary easements to enable the other party to perform their obligations under the terms of this Agreement.
10. **Term.** The term of this Agreement will be ten (10) years, with an expiration date of December 31, 2036. This Agreement will automatically renew for successive periods of one (1) year unless terminated by any party. Any party may terminate this Agreement by providing one (1)

year written notice to the other parties.

11. **Liability.** The employees and officers of a party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of that party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party. Any and all liability of the parties related to the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in North Dakota Century Code § 32-12.1-03 and Minnesota Statutes Annotated § 466.04, irrespective of whether any party may have waived the limit on liability set forth in those chapters. These statutory limitations may not be stacked to increase the maximum amount of liability for each party.
12. **Release and Waiver.** In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this Agreement and each party releases the other parties, their officers, employees, agents or designees relating to or arising out of that party's, its agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, asserted or unasserted, direct or indirect, at law or in equity, from the beginning of time, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.
13. **Insurance.** Moorhead, through League of Minnesota Cities Insurance Trust (LMCIT), will maintain insurance on Bridge Nos. 14511, 14523, 5270, and the pedestrian bridges. Moorhead will bill the Park District and Fargo for their respective share of the cost of the insurance. Clay County will maintain insurance on Bridge Nos. 14510, 14524, and 14539. Clay County will bill Fargo for their respective share of the cost of the insurance. The parties may annually review the costs of insurance and potential insurance providers.
14. **Notice.** Any notice or election required or permitted to be given or served by any party to this Agreement upon any other will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo
ATTN: City Auditor
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102

If to Moorhead:

City of Moorhead
ATTN: City Manager
P.O. Box 779
Moorhead, MN 56561-0779

If to the Park District: Park District of the City of Fargo
ATTN: Park Director
6100 38th Street South
Fargo, ND 58104

If to Clay County: Clay County
ATTN: County Auditor
807 – 11th Street North
Moorhead, MN 56560

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

15. **Time is of the Essence.** Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.
16. **Entire Agreement.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.
17. **Amendments.** No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.
18. **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
19. **Remedies.** Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.
20. **Binding Effect.** All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.
21. **Governing Law.** This Agreement has been made and entered into under the laws of the State of

North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

22. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
23. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
24. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
25. **Previous Agreements Superseded.** This Agreement supersedes any previous agreement between any of the parties hereto regarding any of the Bridges, or its predecessor.

(Remainder of page intentionally left blank.)

Dated this ____ day of _____, 2026.

CITY OF FARGO, NORTH DAKOTA:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ____ day of _____, 2026.

CITY OF MOORHEAD, MINNESOTA:

By: _____

Its: _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ____ day of _____, 2026.

PARK DISTRICT OF THE CITY OF FARGO:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ____ day of _____, 2026.

CLAY COUNTY, MINNESOTA:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____