



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING AGENDA

Wednesday, June 07, 2023

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, June 7, 2023 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

APPROVAL OF MINUTES:

1. Consider a motion to approve the May 4, 2023 Special Work Session Commission Minutes, the May 10, 2023 Regular Meeting Minutes, the May 17, 2023 Closed Meeting Minutes, and the May 17, 2023 Regular Work Session Minutes.

VERIFIED CLAIMS:

2. Consider a motion to approve \$873,250.07 of verified claims for May 2023.

COMMISSION REPORTS:

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.

3. Consider a motion to authorize the sale and/or disposal of surplus property.
4. Consider a motion to approve the procurement contract with Nelson Roofing for re-roofing the north portion of the GRPU Combined Service Center (CSC) for \$101,897 and authorize the General Manager to sign the contract.
5. Consider a motion to ratify the procurement contract with Itasca Painting for painting the CSC back hallway for \$5,393.
6. Consider a motion to ratify the procurement contract with Electric Pump for the rebuilding of the Flygt pumps for the domestic lift station for \$19,278.
7. Consider a motion to ratify the procurement contract with Lake Country Lawn and Snow for lawn mowing services for W-WW and Electric departments for \$10,500.

SETTING OF REGULAR AGENDA: This is an opportunity to approve the regular agenda as presented, or add/delete an agenda item by a majority vote of the Commission members present.

SAFETY REPORT:

8. Review Safety Monthly Report

ADMINISTRATION:

9. Consider a motion to approve a Memorandum of Understanding (MOU) to modify Article 4, Section 1 of the 2021-2023 Collection Bargaining Agreement (CBA) between Grand Rapids Public Utilities Commission (GRPUC) and the American Federation of State, County & Municipal Employees (AFSCME).
10. Consider a motion to approve a Memorandum of Understanding (MOU) to modify Article 17, Section 5 of the 2021-2023 Collection Bargaining Agreement (CBA) between Grand Rapids Public Utilities Commission (GRPUC) and the American Federation of State, County & Municipal Employees (AFSCME).
11. Consider a motion to approve a 2.5% wage increase for exempt non-management employees, a 3% wage increase for exempt management employees, excluding the General Manager, effective July 1, 2023 and approve June 19 as a paid holiday for exempt employees.
12. Review Administration Monthly Report

BUSINESS SERVICES DEPARTMENT:

13. Review Business Services Monthly Report

ELECTRIC DEPARTMENT:

14. Review Electric Utility Monthly Report

WATER AND WASTEWATER DEPARTMENT:

15. Review Water Utility Monthly Report
16. Review Wastewater Utility Monthly Report

DEPARTMENT HEAD PRESENTATION:

17. W & WW Department Head Presentation

ADJOURNMENT:

The next Special meeting/Work Session is scheduled for Thursday, June 29, 2023 at 11:30 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting of the Commission is scheduled for Wednesday, July 12, 2023 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC's desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, please contact our office at 218-326-7024 and we will provide you with a copy of the policy.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION SPECIAL WORK SESSION MEETING MINUTES

Thursday, May 04, 2023

8:00 AM

CALL TO ORDER: Pursuant to due notice and call thereof, a Special Work Session Meeting of the Grand Rapids Public Utilities Commission will be held on Thursday, May 4, 2023 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

President Stanley called the meeting to order at 8:15 AM.

CALL OF ROLL:

PRESENT: President Tom Stanley, Commissioner Nancy Saxhaug, Commissioner Rick Smith, and Secretary Luke Francisco (arrived at 8:40 AM)

ABSENT: Commissioner Dale Adams

STAFF: Julie Kennedy, Steve Mattson, Jean Lane

BUSINESS:

1. Water Leak Policy

Discussion on the development of the water leak policy.

2. Governance Discussion

No discussion.

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:55 AM.

Respectfully submitted,

Julie Kennedy, General Manager

The next Regular Meeting of the Commission is scheduled for Wednesday, May 10, 2023 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Work Session is scheduled for Wednesday, May 17, 2023 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION

MEETING MINUTES

Wednesday, May 10, 2023
4:00 PM

President Stanley called the meeting to order at 4:00 PM.

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith, Commissioner Dale Adams

STAFF: Julie Kennedy, Jean Lane, Steve Mattson, Glen Hodgson

OTHERS: MN North ICC students Alex Olson, Jacob Petron, Ethan Crimmins and Tate Blomquist, ICTV Representative

PUBLIC FORUM:

No one from the public wished to speak.

GUEST PRESENTATION:

1. MN North College – Itasca Student Presentation on Wastewater Effluent Hydro Generator Project

MN North-ICC Campus students Alex Olson, Jacob Petron, Ethan Crimmins and Tate Blomquist presented on the Wastewater Effluent Hydro Generator Project they worked on during spring semester with W-WW Manager Steve Mattson and Glen Hodgson.

APPROVAL OF MINUTES:

2. Consider a motion to approve the April 19, 2023 Regular Commission Minutes and the April 26, 2023 Regular Work Session Minutes.

Motion made by Commissioner Adams, Seconded by Commissioner Saxhaug to approve Commission minutes as presented. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

VERIFIED CLAIMS:

3. Consider a motion to approve \$2,619,306.51 of verified claims for April 2023.

Motion made by Commissioner Adams, Seconded by Secretary Francisco to approve the verified claims as presented. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

COMMISSION REPORTS:

None

CONSENT AGENDA:

Motion made by Secretary Francisco, Seconded by Commissioner Saxhaug to approve the Consent Agenda as presented. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

4. Consider a motion to confirm hiring Mr. Glen Hodgson as a temporary, part-time Special Project Coordinator for the Engineering Advisor project.

Approved on consent agenda

5. Consider a motion to confirm hiring Ms. Candy Carsella-Kee as a part-time Special Project Coordinator for the ERP project implementation.

Approved on consent agenda

6. Consider a motion to ratify Amendment #1 to the procurement contract with Lake States Construction to extend the expiration date to Dec 31, 2023.

Approved on consent agenda

SETTING OF REGULAR AGENDA:

Motion made by Commissioner Saxhaug, Seconded by Commissioner Adams to approve the Regular Agenda as presented. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

SAFETY REPORT:

7. Reviewed Safety Monthly Report

ADMINISTRATION:

8. Consider a motion to approve the updated position description for the Executive Assistant and authorize the internal and external advertisement for the position.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the updated position description for the Executive Assistant and authorize the internal and external advertisement for the position. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

9. Consider a motion to approve the procurement contract with Gallagher for Employee Compensation and Classification Study in the amount of \$65,000.00 and authorize the General Manager to sign the contract.

Motion made by Commissioner Adams, Seconded by Commissioner Smith to approve the procurement contract with Gallagher for Employee Compensation and Classification Study in the amount of \$65,000.00 and authorize the General Manager to sign the contract. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith,

Commissioner Adams

10. Reviewed Administration Monthly Report

BUSINESS SERVICES DEPARTMENT:

11. Reviewed Business Services Monthly Report

ELECTRIC DEPARTMENT:

12. Reviewed Electric Utility Monthly Report

WATER AND WASTEWATER DEPARTMENT:

13. Reviewed Water Utility Monthly Report
14. Reviewed Wastewater Utility Monthly Report

DEPARTMENT HEAD PRESENTATION:

15. Administration Department Head Presentation - General Manager, Julie Kennedy

General Manager Julie Kennedy gave the Administration Department Head presentation.

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:06 PM.

Respectfully submitted,



Julie Kennedy, General Manager



**GRAND RAPIDS PUBLIC UTILITIES COMMISSION
CLOSED MEETING
MEETING MINUTES**

Wednesday, May 17, 2023

3:30 PM

President Stanley called the meeting to order at 3:30 PM.

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith, Commissioner Dale Adams

STAFF: Julie Kennedy, General Manager

President Stanley stated the reason for the closed meeting.

Motion made by Commissioner Adams, Second by Commissioner Smith to close the meeting. Voting Yea: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith, Commissioner Dale Adams

1. Conduct a closed meeting for the purpose of discussing labor negotiation proposals.

Commission conducted discussion regarding a labor negotiation proposal.

Motion made by Commissioner Saxhaug, Second by Commissioner Adams to close the closed meeting. Voting Yea: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith, Commissioner Dale Adams

There being no further business, the meeting adjourned at 4:10 PM.

Respectfully submitted,

A handwritten signature in cursive script that reads "Julie Kennedy".

Julie Kennedy, General Manager



GRAND RAPIDS PUBLIC UTILITIES COMMISSION WORK SESSION

MEETING MINUTES

Wednesday, May 17, 2023

4:00 PM

President Stanley called the meeting to order at 4:12 PM.

PRESENT: President Tom Stanley, Secretary Luke Francisco, Commissioner Nancy Saxhaug, Commissioner Rick Smith, Commissioner Dale Adams

STAFF: Julie Kennedy, Jean Lane, Steve Mattson, Chad Troumbly

PRESENTATION:

1. Presentation by bakertilly on the 2022 audit.

Aaron Worthman and Dan LaHaye, Baker Tilly, virtually presented the 2022 audit findings.

BUSINESS:

2. Consider a motion to approve \$186,806.94 of verified claims for April and May 2023.

Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the verified claims. Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

3. Consider a motion to approve the 2022 audited financial statements.

Motion made by Secretary Francisco, Seconded by Commissioner Adams to adopt Resolution No. 05-17-23-4 accepting the 2022 audited financial statements.

Voting Yea: President Stanley, Secretary Francisco, Commissioner Saxhaug, Commissioner Smith, Commissioner Adams

There being no further business, the meeting was adjourned at 4:50 PM.

Respectfully submitted,

Julie Kennedy

Julie Kennedy, General Manager



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 7, 2023

AGENDA ITEM: Consider a motion to approve \$873,250.07 of verified claims for May 2023.

PREPARED BY: Jean Lane, Business Services Manager

BACKGROUND:

See attached check registers:

Computer check register \$248,805.51

Manual check register \$624,444.56

Total \$873,250.07

RECOMMENDATION:

Consider a motion to approve \$873,250.07 of verified claims for May 2023.

Grand Rapids Public Utilities
Accounts Payable
May 2023
(Meeting Date: 6/7/2023)

Item 2.

NAME	AMOUNT	NAME	AMOUNT
Aramark	222.80	MacQueen	55,311.98
Burgraff's	551.42	McMaster Carr	4,775.87
City of Grand Rapids	2,006.18	Metro Sales	1,024.71
Coles	151.26	Minuteman Press	79.75
Compass Minerals	4,378.26	North Central Laboratories	171.41
Core & Main	4,777.68	Northern Drug Screening	28.00
Duncan Co	1,314.49	Pitney Bowes	2,274.96
Environmental Consulting	1,750.00	Rapid Rooter	2,375.00
Fastenal	2,216.11	RMB Environmental Lab	962.67
Ferguson	4,644.07	Sandstroms	395.57
Frontier Energy	4,508.83	Sherwin-Williams	4.29
Government Finance Officers	530.85	Stuart Irby	56,520.06
Grainger	717.43	TNT Construction	29,776.00
Graybar	83.93	Treasure Bay	625.00
Hawkins	15,099.37	Trout Enterprises	75.00
Ingersoll Rand	32.52	UPS	55.06
L&M	137.69	USA Bluebook	327.14
Lake State Construction	11,330.50	Vessco	35,710.00
Latvala Lumber	156.48	Viking Electric	232.32
League of Mn Cities	500.00	Wesco	787.07
Locators & Supplies	2,033.78		
		Energy Efficiency Rebate:	
		Hron, Beatrice	150.00
			<hr/> 248,805.51

May 2023 Check Register

Item 2.

Document Date	Check #	Vendor Name	Document Amount	
5/1/2023	4859	Northeast Service Cooperative	3,698.00	5/31/2023
5/1/2023	4860	Northeast Service Cooperative	54,465.53	5/31/2023
5/2/2023	4861	WEX Health	3,857.33	5/31/2023
5/5/2023	4862	Invoice Cloud	2,913.90	5/31/2023
5/5/2023	4863	Public Employees Retirement Association	15,702.29	5/5/2023
5/5/2023	4864	MN Department of Revenue	4,309.65	5/5/2023
5/5/2023	4865	Wells Fargo Bank	25,756.35	5/5/2023
5/5/2023	4866	Empower Retirement	7,938.45	5/5/2023
5/8/2023	4867	WEX Health	985.65	5/31/2023
5/9/2023	4868	Public Employees Retirement Association	537.60	5/9/2023
5/9/2023	4869	MN Department of Revenue	217.20	5/9/2023
5/9/2023	4870	Wells Fargo Bank	1,352.06	5/9/2023
5/9/2023	4871	Empower Retirement	230.40	5/9/2023
5/19/2023	4872	MN Department of Revenue	68,816.00	5/31/2023
5/19/2023	4873	Public Employees Retirement Association	15,891.40	5/19/2023
5/19/2023	4874	MN Department of Revenue	4,412.18	5/19/2023
5/19/2023	4875	Wells Fargo Bank	26,532.92	5/19/2023
5/19/2023	4876	Empower Retirement	8,187.91	5/19/2023
5/23/2023	4877	WEX Health	985.65	5/31/2023
5/23/2023	4878	WEX Health	93.50	5/31/2023
5/30/2023	4879	MN Unemployment Insurance Fund	14,235.26	5/30/2023
5/8/2023	4880	Wells Fargo Pcard	1,759.51	5/8/2023
5/16/2023	4881	4M Fund	250,000.00	5/31/2023
5/5/2023	81452	MN Child Support Payment Center	391.32	5/5/2023
5/5/2023	81453	NCPERS Group Life Insurance	80.00	5/5/2023
5/8/2023	81454	Frost Jeff	28.55	5/8/2023
5/8/2023	81455	Keller Fence Company Incorporated	10,436.85	5/8/2023 *
5/8/2023	81456	Mattson Steve	26.20	5/8/2023
5/8/2023	81457	MN Department of Health	23.00	5/8/2023
5/8/2023	81458	MN Energy Resources Corporation	18.27	5/8/2023
5/8/2023	81459	MN Pollution Control Agency	930.78	5/8/2023
5/8/2023	81460	Pierzina, Chery	31.87	5/8/2023
5/8/2023	81461	Postage By Phone System	5,000.00	5/8/2023
5/8/2023	81462	Troumbly, Chad M	253.39	5/8/2023
5/8/2023	81463	UNUM Life Insurance Company of America	3,161.48	5/8/2023
5/8/2023	81464	Customer Refunds - V. Hardy	75.47	5/31/2023
5/8/2023	81465	Customer Refunds - T. Turk	101.36	5/31/2023
5/8/2023	81466	Customer Refunds - Yurrick	343.08	5/31/2023
5/8/2023	81467	Customer Refunds - L. Bildeaux	233.31	5/31/2023
5/11/2023	81508	City of LaPrairie	12,632.09	5/31/2023
5/18/2023	81549	Hansen Mark	204.99	5/18/2023
5/18/2023	81550	Ruder Rodney	209.99	5/18/2023
5/18/2023	81551	Dimich Corey	79.91	5/18/2023
5/18/2023	81552	Radtke James	4,148.16	5/18/2023
5/18/2023	81553	Customer Refunds - M. Kruchten	54.25	5/31/2023

5/18/2023	81554 Customer Refunds - T. Weishalla	151.50	5/31/2023
5/18/2023	81555 Customer Refunds - JBS Holdings	69.40	5/31/2023
5/22/2023	81556 MN Child Support Payment Center	391.32	5/22/2023
5/22/2023	81557 MN Council 65	1,806.00	5/22/2023
5/25/2023	81558 UPS	13.26	5/25/2023
5/25/2023	81559 MN Energy Resources Corporation	175.35	5/25/2023
5/25/2023	81560 Verizon Wireless	478.12	5/25/2023
5/25/2023	81561 UNUM Life Insurance Company of America	3,365.60	5/25/2023
5/25/2023	81562 US Bank Equipment Finance	315.73	5/25/2023
5/25/2023	81563 Jones, Jeremy	165.06	5/25/2023
5/25/2023	81564 Customer Refunds - N. Hogenson	64.61	5/31/2023
5/25/2023	81565 Customer Refunds - C. Wiener	264.98	5/31/2023
5/25/2023	81566 Customer Refunds - Old Dutch Foods	60.87	5/31/2023
5/26/2023	81567 First Net AT & T Mobility	316.16	5/26/2023
5/26/2023	81568 Verizon Wireless	1,109.09	5/26/2023
5/26/2023	81569 Langer Stephen A	204.99	5/26/2023
5/26/2023	81570 Xerox Corporation	131.91	5/26/2023
5/26/2023	81571 Johnson Killen & Seiler PA	809.60	5/26/2023
5/30/2023	81572 Customer Refunds - Genesis Properties	693.72	5/31/2023
5/30/2023	81573 Customer Refunds - JPD North	1,010.59	5/31/2023
5/31/2023	81574 City of Grand Rapids	156.00	5/31/2023
5/31/2023	81575 voided	0.00	
5/31/2023	81576 MN Department of Health	23.00	5/31/2023
5/31/2023	81577 Devries-Flinck, Tony W Jr	161.39	5/31/2023
5/31/2023	81578 City of Grand Rapids	71,600.10	5/31/2023

Checks Previously Approved ** 10,436.85

Manual Checks/EFT to be approved 624,444.56

Total Manual Checks 634,881.41



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 7, 2023

AGENDA ITEM: Consider a motion to authorize the sale and/or disposal of surplus property.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

The items shown in the attached document are no longer of use to the utility and are considered surplus property. In accordance with MN Statutes and Rules, we would like to sell, recycle, dispose of, or donate the items through means of public auction.

Grand Rapids Public Utilities will sell used surplus equipment by sealed bid at the GRPU Service Center, 500 SE 4th Street, Grand Rapids, MN. Items will be available for inspection Thursday, June 15, 2023 – Thursday, June 29, 2023 between the hours of 9:00 AM – 4:00 PM. Items are being sold as is. Some items will require minimum bids. Bid forms will be received until 9:00 AM on Friday, June 30, 2023 at which time they will be publicly opened and read aloud. Successful bidders will be notified by phone if not present. The expense to remove the bid item(s) and the liability in moving the same is the sole responsibility of the successful bidder. Unless special arrangements are made, all bid items must be removed between the hours of 9:00 AM to 4:30 PM on Friday, July 14, 2023. Grand Rapids Public Utilities reserves the right to reject any or all bids or award upon such basis as they may deem to be in Grand Rapids Public Utilities' best interest.

RECOMMENDATION:

Consider a motion to authorize the sale and/or disposal of surplus property.

GRAND RAPIDS PUBLIC UTILITIES SURPLUS EQUIPMENT SALE

Grand Rapids Public Utilities will sell used surplus equipment by sealed bid at the GRPU Service Center, 500 SE 4th Street, Grand Rapids, MN. Items will be available for inspection Thursday, June 15, 2023 – Thursday, June 29, 2023 between the hours of 9:00 AM – 4:00 PM. Items are being sold as is. Some items will require minimum bids. Bid forms will be received until 9:00 AM on Friday, June 30, 2023 at which time they will be publicly opened and read aloud. Successful bidders will be notified by phone if not present. The expense to remove the bid item(s) and the liability in moving the same is the sole responsibility of the successful bidder. Unless special arrangements are made, all bid items must be removed between the hours of 9:00 AM to 4:30 PM on Friday, July 14, 2023. Grand Rapids Public Utilities reserves the right to reject any or all bids or award upon such basis as they may deem to be in Grand Rapids Public Utilities' best interest.

GRPU SURPLUS EQUIPMENT BID FORM

Item: ~150 Count 24" x 48" Shop/Office Light – 277 Watt, Lay in Fixture Matched Set

Bidder Information

Name: _____

Phone Number: _____

Quantity: _____

Bid Amount per Unit _____



Item: ~30 Count 24" x 24" Shop/Office Light – 277 Watt, Lay in Fixture Matched Set

Bidder Information

Name: _____

Phone Number: _____

Quantity: _____

Bid Amount per Unit: _____



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 7, 2023

AGENDA ITEM: Consider a motion to approve the procurement contract with Nelson Roofing for re-roofing the north portion of the GRPU Combined Service Center (CSC) for \$101,897 and authorize the General Manager to sign the contract.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved CSC capital purchase with a budget of \$275,000. \$0 has been spent to date.

The north roof was scheduled for replacement in 2024, however the updated quotes were increased over the original quoted price due to inflation and consequently came in over budget for both the north and the south roof replacement. \$275,000 was approved for this year for the south roof but we will use the budget to repair the north roof and repair the south roof in 2024.

The GRPUC Procurement Policy was followed.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Consider a motion to approve the procurement contract with Nelson Roofing for re-roofing the north portion of the GRPU Combined Service Center (CSC) for \$101,897 and authorize the General Manager to sign the contract.

Capital Plan

2023 *thru* 2027

Item 4.

Grand Rapids Public Utilities Commission

Project # CSCW2201
Project Name North Roof Replacement

Department 6-Service Center
Contact Julie Kennedy
Type Unassigned
Useful Life 20
Category Buildings
Priority 02 - Significant Need
Status Active

Total Project Cost: \$80,000

Description

Replace north roof

Justification

Expenditures	2023	2024	2025	2026	2027	Total
Purchases		80,000				80,000
Total		80,000				80,000

Funding Sources	2023	2024	2025	2026	2027	Total
Rplcmt Fund-Elec share/business		52,000				52,000
Rplcmt Fund-Water share/business		16,000				16,000
Rplcmt Fund-WWC share/business		12,000				12,000
Total		80,000				80,000

Budget Impact/Other

Capital Plan

2023 *thru* 2027

Item 4.

Grand Rapids Public Utilities Commission

Project # CSCW2301
Project Name South Roof Replacement

Department 6-Service Center
Contact Julie Kennedy
Type Unassigned
Useful Life 20
Category Buildings
Priority 02 - Significant Need
Status Active

Total Project Cost: \$275,000

Description
Replace south roof

Justification

Expenditures	2023	2024	2025	2026	2027	Total
Purchases	275,000					275,000
Total	275,000					275,000

Funding Sources	2023	2024	2025	2026	2027	Total
Rplcmt Fund-Elec share/business	178,750					178,750
Rplcmt Fund-Water share/business	55,000					55,000
Rplcmt Fund-WWC share/business	41,250					41,250
Total	275,000					275,000

Budget Impact/Other

PROCUREMENT CONTRACT

This Procurement Contract (“**Contract**”) is by and between the Grand Rapids Public Utilities Commission, located at 500 SE 4th St, Grand Rapids, MN 55744 (“**GRPUC**”), and Nelson Roofing, INC., located at 1955 Hwy 37, Hibbing, MN 55746 (“**Contractor**”). GRPUC and Contractor may be referred to jointly as the “**Parties**” or individually as a “**Party**.”

Recitals

A. GRPUC has solicited and received quotations from contractors for Re-roofing the lower area smaller roof at the Combined Service Center for the Grand Rapids Public Utilities Commission (“**Solicitation**”);

B. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and

C. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

1.1 Effective date. The effective date of this Contract is May 15th, 2023. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by GRPUC’s Authorized Representative to begin the work.

1.2 Expiration date. The expiration date of this Contract is December 1st 2023, or until all of Contractor’s obligations have been satisfactorily fulfilled, whichever occurs first.

2. Contractor’s Duties

2.1 The Contractor shall:

Replace the roof on the lower part of the Combined Service Center

(The services (if any) to be provided by Contractor to GRPUC are referred to as the “**Services**.” The goods (if any) to be provided by Contractor to GRPUC are referred to as the “**Goods**.”). Contractor’s precise duties, specifications, deliverables, and completion dates related to the Goods and Services are more specifically described in **Exhibit C**.

2.2 GRPUC may make changes to the general scope of Goods and Services (including but not limited to, suspension of performance, changes in time of performance, schedule, quantities, or specifications) by written notice, or by oral notice subsequently confirmed by GRPUC in writing within ten (10) days thereafter, to Contractor. If such changes affect

the cost of or the time required to provide the Goods and Services, an equitable adjustment in the schedule and compensation under this Contract shall be made. Contractor shall proceed with providing the Goods and Services as so changed, notwithstanding any dispute regarding such equitable adjustment. Any claim of such adjustment must be submitted to GRPUC in writing within thirty (30) days from the date the change is ordered, and Contractor shall not be entitled to any adjustment unless such written claim is so submitted.

- 2.3 GRPUC may from time to time, require additional Services or Goods from Contractor. Such additional Services or Goods, including the amount of compensation for such additional Services or Goods, mutually agreed upon by and between GRPUC and Contractor, shall be effective when incorporated by written amendment to this Contract. Additional Services or Goods shall not begin until the amendment is executed. Thereafter, such additional Services or Goods shall be subject to the terms of this Contract.
- 2.4 Contractor agrees that all Goods and Services shall be provided in accordance with all applicable laws, rules, regulations, ordinances, codes, and orders of all federal, state, and local governmental authorities, agencies, departments, or bureaus having jurisdiction and which affect the Goods or Services hereunder ("**Legal Requirements**") without extra charge or expense. Contractor will be responsible for a violation of any such Legal Requirements arising out of the provision of Goods or Services by Contractor and will indemnify, defend, and hold harmless GRPUC from and against any fine or expense, including reasonable attorneys' fees and disbursements, resulting to it by reason of any such violation by Contractor.
- 2.5 The Goods and Services will be provided in a manner that is consistent with the level of care and skill exercised by members of Contractor's profession currently working under similar conditions. All Goods and Services not conforming to this standard will be considered defective and Contractor shall, at no cost to GRPUC, promptly and satisfactorily correct all such defective Goods and Services. All Services shall be performed and all Goods shall be produced and delivered to the satisfaction of GRPUC, and in accordance with the Legal Requirements. Payment shall be withheld for Goods or Services found by GRPUC to be unsatisfactory or in violation of the Legal Requirements.
- 2.6 Contractor shall ensure that all persons who perform the Services or produce or deliver the Goods shall be professionally competent and properly qualified. If so requested by GRPUC, Contractor shall remove any person GRPUC deems incompetent, careless, or otherwise objectionable. At all times Contractor will be responsible for the acts, omissions, work, materials, and equipment of its employees, subcontractors, and agents and any other person, directly or indirectly, employed by any of them.
- 2.7 Contractor shall cooperate fully with GRPUC, other GRPUC contractors, municipalities, local government officials, public utility companies, and others as may be directed by GRPUC. This shall include attendance at meetings, discussions, and hearings as may be requested by GRPUC, furnishing data as may be requested from time to time by GRPUC to effect such cooperation, and compliance with all directives issued by GRPUC.

- 2.8 Contractor is solely responsible and assumes full and exclusive liability for the payment of all contributions or taxes to be paid on or to persons employed by Contractor, and for payment of all sales, use, or other taxes of whatever nature levied or assessed against GRPUC arising out of the furnishing of the Services or production or delivery of the Goods, and will indemnify, defend, and hold harmless GRPUC from any such liability.
- 2.9 Contractor shall be responsible for the health and safety, and shall provide and maintain a safe working environment, for all its employees, agents, subcontractors, and invitees. Contractor shall adopt, supervise, and enforce reasonable and adequate safety requirements, including GRPUC's work safety rules and any safety plan or requirements which may be established by GRPUC, and shall at all times observe and comply fully with all Legal Requirements relating to health and safety.
- 2.10 Contractor is responsible for the handling and distribution of its own tools, equipment, and materials. Contractor shall confine its tools, equipment, and materials, and its operations, to areas directed by GRPUC. Contractor shall organize and coordinate, well in advance of the time required by this Contract, the procurement and delivery of all necessary materials, supplies, and equipment so that they will be available as needed for timely completion of the Goods and Services.

3. Representations and Warranties

- 3.1 GRPUC is authorized to enter into this Contract.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of GRPUC.
- 3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Consideration and Payment

- 5.1 Consideration. GRPUC will pay for performance by the Contractor under this Contract as follows:
- 5.1.1 Compensation. The Contractor will be paid One Hundred and One Thousand Eight Hundred and Ninety Seven Dollars (\$101,897.00) in accordance with **Exhibit D**.

5.1.2 Total obligation. The total obligation and liability of GRPUC under this Contract will not exceed One Hundred and One Thousand Eight Hundred and Ninety Seven Dollars (\$101,897.00).

5.2 Payment.

5.2.1 Invoices. GRPUC will pay the Contractor after the Contractor presents an itemized invoice for the Services actually performed, and Goods actually delivered to GRPUC, in accordance with Section 1 of **Exhibit A**. Invoices must be submitted timely and according to the schedule set forth on **Exhibit D**.

6. Authorized Representative

GRPUC's Authorized Representative is Steve Mattson at the following business address: 500 SE 4th Street, and the following telephone number: 218.326.7024, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

Contractor's Authorized Representative is John Larrabee, Estimator/Project Manager at the following business address: 1955 Hwy 37, Hibbing, MN 55746, and the following telephone number: 218-262-3545, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify GRPUC.

7. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits (including any supplements), or between Exhibits (including any supplements), the order of precedence is first the Contract, and then in the following order:

Exhibit A: Contract Terms

Exhibit B: Insurance Terms

Exhibit C: Specifications, Duties, and Scope of Work

Exhibit D: Price and Payment Schedule

Nelson Roofing Inc.

By: 

Print Name: John Larrabee

Title: Estimator / Project Manager

Date: 5/17/2023

Grand Rapids Public Utilities Commission

By: _____

Print Name: Julie A. Kennedy

Title: General Manager

Date: _____

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing.

- 1.1 Prompt Payment. GRPUC will pay the Contractor within thirty (30) days following receipt of an undisputed invoice. Terms requesting payment in less than thirty (30) days will be changed to read “Net 30 days.” Notwithstanding the foregoing, GRPUC may pay the Contractor in advance in its sole discretion.

The payment for each invoice will only be made for Goods received or Services actually performed that have been accepted by GRPUC, and meet all terms, conditions, and specifications of the Contract.

- 1.2 Invoicing. The invoice must be in the same format as the sample invoice form approved as **Exhibit D, Supplement 1**, unless an alternative format is approved in writing by GRPUC’s Authorized Representative.

2. Termination.

- 2.1 Termination for Convenience. GRPUC may cancel this Contract at any time, with or without cause, upon thirty (30) days’ written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed and Goods satisfactorily produced and delivered.
- 2.2 Termination for Breach. GRPUC may terminate this Contract, with cause, upon thirty (30) days’ written notice to Contractor of the alleged breach and opportunity to cure. If after thirty (30) days, the alleged breach has not been remedied, GRPUC may immediately terminate the Contract.
- 2.3 Termination by Mutual Agreement. The Parties may terminate this Contract at any time by mutual written agreement.
- 2.4 Effect of Termination. Upon receipt of any notice of termination Contractor shall immediately stop performance of the Services and stop production and delivery of the Goods to the extent specified in such notice. In no event shall GRPUC be liable for any loss of revenue or profit incurred by Contractor as a result of any termination.
- 2.5 Return of Information. Upon termination of this Contract, or earlier upon GRPUC’s request, Contractor shall deliver to GRPUC all items requested by GRPUC containing any Confidential Information or work product information or make such other disposition thereof as GRPUC may direct in writing.

3. Force Majeure.

Neither Party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the Party unless the act or occurrence could have been reasonably foreseen and reasonable action

could have been taken to prevent the delay or failure to perform. A Party relying on this provision to excuse performance must provide the other Party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

4. Confidentiality.

In connection with Contractor's provision of the Goods and Services under this Contract ("**Purpose**") GRPUC may disclose to Contractor, or Contractor may otherwise receive access to, confidential or proprietary information of GRPUC ("**Confidential Information**"). Contractor shall use the Confidential Information solely for the Purpose and shall not disclose or permit access to Confidential Information other than to its employees, officers, and advisors (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Contract; and (c) agree to be bound by the confidentiality terms contained herein. Contractor shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Contractor shall promptly notify GRPUC of any unauthorized use or disclosure of Confidential Information and cooperate with GRPUC to prevent further use or disclosure. Contractor will be responsible for any breach of this paragraph caused by its Representatives. If Contractor is required by law or court order to disclose Confidential Information, Contractor shall provide GRPUC with prompt written notice thereof, so that GRPUC may seek a protective order or other appropriate remedy, as well as notice of the terms and circumstances surrounding such request or requirement. Contractor and its Representatives will use reasonable efforts to obtain and will not oppose action by GRPUC to obtain such protective order or other appropriate remedy. If such protective order or other remedy is not obtained, then Contractor will furnish only that portion of the Confidential Information which Contractor is advised by Contractor's legal counsel is legally required and will exercise all reasonable efforts to obtain assurance that confidential treatment, if available, will be accorded such Confidential Information. This Section 4 is subject to any limitations or obligations imposed by the Minnesota Government Data Practices Act ("**MGDPA**").

5. Indemnification.

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless GRPUC, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by GRPUC, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

"**Indemnifying Party**" is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, and Contractor's agents and employees, to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of GRPUC's sole negligence. This clause will not be construed to bar any legal remedies the

Indemnifying Party may have for GRPUC's failure to fulfill its obligation under this Contract.

- 5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of GRPUC to indemnify, defend, hold harmless or release an Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Subcontracting and Subcontractor Payment.

- 6.1 Subcontracting. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by GRPUC can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of GRPUC, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by GRPUC, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by GRPUC, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performance of the obligations contemplated by the Contract.

- 6.2 Subcontractor Payment. Contractor must pay any subcontractor within ten (10) days of Contractor's receipt of payment from GRPUC for undisputed services provided by the subcontractor. Contractor must pay interest of 1-1/2 percent (1.5%) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action. So long as it does not conflict with this Contract, subcontractor payments will be set forth in the agreement between Contractor and the subcontractor.

7. Government Data Practices.

The Contractor and GRPUC must comply with the MGDPA, as it applies to all data provided by GRPUC under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the MGDPA, by either the Contractor or GRPUC.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with GRPUC's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

8. Intellectual Property Rights.

8.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

8.1.1 **"Documents"** are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

8.1.2 **"Pre-Existing Intellectual Property"** means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

8.1.3 **"Works"** means all inventions, improvements, discoveries (whether or not patentable), data, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, maps, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. **"Works"** includes Documents.

8.2 Ownership. GRPUC owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of GRPUC and all such Documents must be immediately returned to GRPUC by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to GRPUC. The Contractor must, at the request of GRPUC, execute all papers and perform all other acts necessary to transfer or record GRPUC's ownership interest in the Works and Documents.

8.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants GRPUC a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the Goods or Services that are purchased through the Contract.

8.4 Obligations.

8.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively

reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give GRPUC's Authorized Representative written notice thereof, and must promptly furnish GRPUC's Authorized Representative with complete information and/or disclosure thereon.

- 8.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of GRPUC, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.
- 8.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify, defend, and hold harmless GRPUC, at the Contractor's expense, from any action or claim brought against GRPUC to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or GRPUC's opinion is likely to arise, the Contractor must, at GRPUC's discretion, either procure for GRPUC the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of GRPUC will be in addition to and not exclusive of other remedies provided by law.]

9. Copyright.

The Contractor shall save and hold harmless GRPUC, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

10. GRPUC Audits.

The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by GRPUC for six (6) years from the expiration or termination of this Contract. After reasonable notice, Contractor shall make such books, records, documents, and accounting procedures and practices available to GRPUC for its examination and audit.

11. Publicity and Endorsement.

11.1 Publicity. Any publicity regarding the subject matter of this Contract must identify GRPUC as the sponsoring agency and must not be released without prior written approval from GRPUC's Authorized Representative. For purposes of this provision, publicity includes

notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the Goods or Services provided resulting from this Contract.

11.2 Endorsement. The Contractor must not claim that GRPUC endorses its products or services.

12. Debarment by the State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, state, or any of the state's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to GRPUC's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13. Equal Employment, Nondiscrimination, and Affirmative Action.

In connection with the work under this Contract, Contractor agrees to comply with the applicable Legal Requirements related to equal employment opportunity, nondiscrimination, affirmative action, and nonretaliation.

14. General / Miscellaneous.

14.1 Observance of GRPUC Policies. When Contractor's employees are working on the premises of GRPUC, wherever located, they shall observe the working rules, policies, and procedures of GRPUC, including, but not limited to, its respectful workplace policy.

14.2 Independent Contractor. It is understood and agreed that in providing the Goods and Services hereunder, Contractor shall act in the capacity of an independent contractor and not as an employee, partner, joint venturer, or agent of GRPUC. Contractor agrees that unless otherwise instructed in writing it shall not represent itself as the agent or legal representative of GRPUC for any purpose whatsoever. Contractor shall be solely responsible for the remuneration of and the payment of any and all taxes with respect to its employees and contractors and any claims with respect thereto and shall be solely responsible for the withholding and payment of all federal, state, and local income taxes as well as all FICA and FUTA taxes applicable to it, its employees, and its contractors. Contractor acknowledges that as an independent contractor, neither it nor any of its employees or contractors shall be eligible for any GRPUC employee benefits, including, but not limited to, vacation, sick, medical or dental insurance, or pension benefits.

14.3 Further Assurances. Each of the Parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Contract and give effect to the transactions contemplated by this Contract.

14.4 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Itasca County, Minnesota.

14.5 Notices. Any notice or other communication to any Party in connection with this Contract shall be in writing and shall be sent by hand-delivery, email, fax, overnight courier, or United States mail (postage prepaid) addressed to the address set forth below. All periods of notice shall be measured from the date of delivery thereof if hand-delivered, from the date of sending thereof if sent by email or fax (effective upon confirmation of receipt), from the first day after the date of sending if sent by overnight courier, or from three (3) business days after the date of mailing if mailed. Any Party may change such Party's address for notices by notice given not less than ten (10) calendar days prior to the effective date of the change.

GRPUC
Address: 500 SE 4th Street
Grand Rapids, MN 55744
Attn: General Manager
Email: jakennedy@grpuc.org

Nelson Roofing, INC.
Address: 1955 Hwy 37
Hibbing, MN 55746
Attn: John Larrabee
Email: johnl@nelsonkbc.com

14.6 Entire Agreement. This Contract (including any exhibits) represents the only agreement between the Parties concerning the subject matter hereof and supersedes all other prior agreements whether written or oral, relating thereto.

14.7 Modification and Waiver. No purported amendment, modification, or waiver of any provision hereof shall be binding unless set forth in a written document signed by all Parties (in the case of amendments or modifications) or by a Party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

14.8 Severability. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never constituted a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Contract a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

14.9 Binding Effect; Assignment. This Contract shall be binding on the Parties and on their respective heirs, devisees, representatives, successors, and assigns. Contractor shall not assign, sublet, or subcontract the Goods or Services or any portion thereof without the prior written

consent of GRPUC. Such consent shall not relieve Contractor of its obligations or liabilities under the Contract.

14.10 Counterparts; Electronic Signatures. This Contract may be executed in separate counterparts with the same effect as if all signatures were on the same Contract. For purposes of this Contract, a telecopy, electronic, or facsimile Contract and signature shall be deemed as, and shall serve as, an original Contract and signature.

14.11 Attorneys' Fees. In the event of any litigation between the Parties hereto with respect to this Contract, the prevailing party (the party entitled to recover the costs of suit, at such time as all appeals have been exhausted or the time for taking such appeals has expired) shall be entitled to recover reasonable attorneys' fees in addition to such other relief as the court may award.

14.12 Survival. The obligations of Contractor hereunder, including, without limitation, obligations concerning indemnity, warranties, confidentiality, intellectual property and defense of GRPUC, shall survive the expiration or earlier termination of this agreement.

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Exhibit B: Insurance Requirements

1. Notice to Contractor.

- 1.1 The Contractor is required to submit Certificates of Insurance acceptable to GRPUC as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the contract until it has obtained all the insurance described below and GRPUC has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify GRPUC of the cancellation of policies required under this Contract shall not constitute a waiver by GRPUC to the Contractor to provide such insurance.
- 1.4 GRPUC reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by GRPUC, and copies of policies must be submitted to GRPUC's Authorized Representative upon written request.

2 Notice to Insurer.

The Contractor's insurance company(ies) waives its right to assert the immunity of GRPUC as a defense to any claims made under said insurance.

3 Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to GRPUC with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify GRPUC within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to GRPUC.
- 3.3 Contractor is responsible for payment of Contract-related insurance premiums and deductibles.
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached.

3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in Minnesota, or (2) be domiciled in Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4 Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

4.1 Commercial General Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance minimum limits are as follows: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

\$1,500,000 – per occurrence

\$1,500,000– annual aggregate

\$1,500,000– annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- Other; if applicable, please list _____
- **GRPUC must be named as an Additional Insured**, to the extent permitted by law

4.2 Commercial Automobile Liability Insurance. Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract, and in case any work is subcontracted the Contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows: GRPUC does not allow limits lower than \$1.5 M. Contractor can use umbrella coverage to get to the minimum limit amount of \$1.5M

\$1,500,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor.

4.3 Workers' Compensation Insurance. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with applicable Legal Requirements, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

4.4 \$100,000 – Bodily Injury by Disease per employee
 \$500,000 – Bodily Injury by Disease aggregate
 \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the state, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the Contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide GRPUC with a certificate of insurance.

4.5 Professional Liability, Errors, and Omissions. This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the Contract. Insurance **minimum** limits are as follows:

\$2,000,000 - per claim or event
 \$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of GRPUC. If the Contractor desires authority from GRPUC to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that GRPUC can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

- 4.6 **Property of Others Insurance (or equivalent).** The Contractor shall maintain a property insurance policy covering “All Risk” of direct physical loss or damage, or equivalent, including the perils of theft, flood, transit, earthquake, and pollution clean-up expense for property owned by GRPUC that is in the Contractor’s care, custody, and control. Any deductible shall be the sole responsibility of the Contractor. Insurance **minimum** limits are as follows: The Contractor is solely responsible for the coverage equal to that of the actual cash value of GRPUC-owned property in the Contractor’s care, custody, and control at any given point in time.

Exhibit C: Specifications, Duties, and Scope of Work

Re-roof Lower area roof at the Main service Center for Grand Rapids Public Utilities commission of approx. 13,000 SF.

1. Remove existing metal cap and save for reuse.
2. Move ballast rock as needed and save for reuse.
3. Remove/ cut existing roofing per manufactures recommendations and dispose of.
4. Install one layer of 2" PolyIso insulation over existing insulation to bring up R Value to Minnesota State Code of R-35.
5. Install a 060 mil ballasted roofing system.
6. Flash and seal all roof penetrations.
7. Replace ballast rock and reinstall metal cap flashing.
8. Furnish a manufacturer's 20year roof system warranty.
9. Clean up job site.
10. Building Permit included.

Exhibit D: Price and Payment Schedule

Total Compensation: The Contractor will be paid One Hundred and One Thousand Eight Hundred and Ninety Seven Dollars (\$101,897.00).

Payment: GRPUC will pay the Contractor within thirty (30) day following receipt of an undisputed invoice that complies with Exhibit C. Payment will only be made for Goods received or Services actually performed that have been accepted by GRPUC.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 7, 2023

AGENDA ITEM: Consider a motion to ratify the procurement contract with Itasca Painting for painting the CSC back hallway for \$5,393.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved CSC capital project with a budget of \$125,000. \$0 has been spent to date.

The GRPUC Procurement Policy was followed.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Itasca Painting for painting the CSC back hallway for \$5,393.

Capital Plan

2023 *thru* 2027

Item 5.

Grand Rapids Public Utilities Commission

Project # CSCW2302
Project Name Red Rubber Flooring Replacement

Department 6-Service Center
Contact Julie Kennedy
Type Unassigned
Useful Life 30
Category Buildings
Priority 02 - Significant Need
Status Active

Total Project Cost: \$125,000

Description
red flooring replacement

Justification

Expenditures	2023	2024	2025	2026	2027	Total
Contractor Labor	125,000					125,000
Total	125,000					125,000

Funding Sources	2023	2024	2025	2026	2027	Total
Rplcmt Fund-Elec share/business	81,250					81,250
Rplcmt Fund-Water share/business	25,000					25,000
Rplcmt Fund-WWC share/business	18,750					18,750
Total	125,000					125,000

Budget Impact/Other



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 7, 2023

AGENDA ITEM: Consider a motion to ratify the procurement contract with Electric Pump for the rebuilding of the Flygt pumps for the domestic lift station for \$19,278.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

This procurement is for an approved Water Wastewater maintenance purchase with a budget of \$22,281. \$9,154 has been spent to date.

This purchase is deemed an emergency due to the damage to multiple pumps that is limiting output from the lift station. The deficit in the particular budget will be covered with a reduction in category 1 piping repairs.

The GRPUC Procurement Policy was followed.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Electric Pump for the rebuilding of the Flygt pumps for the domestic lift station for \$19,278.



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 7, 2023

AGENDA ITEM: Consider a motion to ratify the procurement contract with Lake Country Lawn and Snow for lawn mowing services for W-WW and Electric departments for \$10,500.

PREPARED BY: Steve Mattson, Water/Wastewater Department Manager

BACKGROUND:

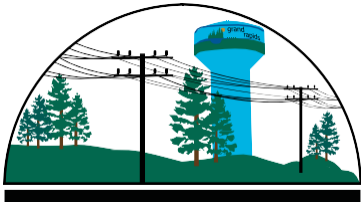
This procurement is for an approved Electric/Water/Wastewater operating project with a budget of \$10,500. \$0 has been spent to date.

The GRPUC Procurement Policy was followed and two quotes are on file.

The vendor's Certificate of Insurance has been verified to meet the contract requirement and is on file.

RECOMMENDATION:

Consider a motion to ratify the procurement contract with Lake Country Lawn and Snow for lawn mowing services for W-WW and Electric departments for \$10,500.



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Item 8.

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SAFETY REPORT June 2023 Commission Meeting

Safety Topic Last Month

Safety Brad conducted a second training session of ERTK/FROI/OSHA for those employees who weren't able to attend in April. He also conducted safe trench training for our field crews on May 17 and is continuing to work with Admin on reviewing and walking through the EAP.

Safety Topic This Month

Safety Brad will conduct hurt man and bucket truck rescue training for our field crews on June 28. He will also be reviewing the traffic control for our crews working in the road right-of-way.

Incidents Reported last Month by Department

Administration: None Electric: None
Business Services: None Water-Wastewater: None

Cumulative Incidents for 2023

Recordable Incidents	1
Lost Time Days 2023	0
Restricted Days 2023	0
First Aid Only (not recordable)	0

Total FROI 1

Recordable Incident 5-year History

	2019	2020	2021	2022	2023
ADMIN	0	0	0	0	0
BUS SVCS	4	0	0	0	1
ELEC	1	0	0	0	0
W-WW	5	3	1	0	0
TOTAL	10	3	1	0	1



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 7, 2023

AGENDA ITEM: Consider a motion to approve a Memorandum of Understanding (MOU) to modify Article 4, Section 1 of the 2021-2023 Collection Bargaining Agreement (CBA) between Grand Rapids Public Utilities Commission (GRPUC) and the American Federation of State, County & Municipal Employees (AFSCME).

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

A bill to establish Juneteenth as a state-recognized holiday was signed into law by Gov. Tim Walz. The holiday is to recognize the date on which slavery was abolished in the United States. Public business cannot be conducted on June 19 in observance of the holiday.

The new law was set to go into effect on Aug. 1, 2023, however, a provision contained in [HF 1830](#) ([Rep. Ginny Klevorn](#), DFL-Plymouth/[Sen. Samakab Hussein](#), DFL-St. Paul), the state and local government omnibus bill, changes the effective date to make the new holiday effective before June 19 of this year, requiring that the day be observed. The HF 1830 conference committee report containing the updated effective date was passed by the House and Senate and will now go to Gov. Tim Walz to be signed. Cities will need to update their existing schedules to reflect the June 19 holiday and make any necessary adjustments.

Since GRPUC and AFSCME are parties to a Collective Bargaining Agreement (CBA), the attached MOU has been drafted to authorize the wage change. No other provisions of the CBA are to be modified by this MOU.

RECOMMENDATION:

Consider a motion to approve a Memorandum of Understanding (MOU) to modify Article 4, Section 1 of the 2021-2023 Collection Bargaining Agreement (CBA) between Grand Rapids Public Utilities Commission (GRPUC) and the American Federation of State, County & Municipal Employees (AFSCME).

MEMORANDUM OF UNDERSTANDING

The Grand Rapids Public Utilities Commission ("Employer") and American Federation of State, County & Municipal Employees, Local No. 3456 ("Union") are parties to a Collective Bargaining Agreement, effective January 1, 2021 to December 31, 2023 ("CBA").

Governor Walz signed Senate File 13 amending Minnesota Statute 645.44, subdivision 5 establishing June 19 ("Juneteenth") as an official state holiday effective August 1, 2023. A provision contained in House File 1830, the state and local government omnibus bill, changes the effective date to make the new holiday effective before June 19 of this year, requiring that the day be observed in 2023.

The Employer and the Union agree to provide Juneteenth as a paid holiday to all GRPUC employees effective immediately in 2023.

Article 4 (Holidays), Section 1 of the CBA shall be amended to include Juneteenth as a paid holiday.

The provisions of this Memorandum of Understanding do not modify the CBA in any other way. All other provisions of the CBA shall continue in full force and effect.

Our respective signatures below indicate the parties' agreement to the terms of this Memorandum of Understanding.

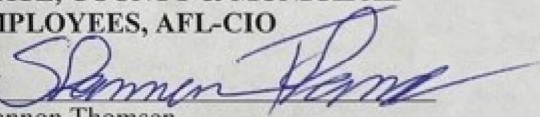
GRAND RAPIDS PUBLIC UTILITIES COMMISSION

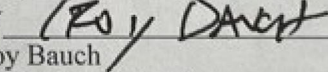
BY _____
Thomas G. Stanley
President

BY _____
Luke Francisco
Secretary

Date _____

LOCAL UNION NO. 3456 AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO

BY 
Shannon Thomsen
President

BY 
Troy Bauch
Labor Representative

Date 6/5/23



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 7, 2023

AGENDA ITEM: Consider a motion to approve a Memorandum of Understanding (MOU) to modify Article 17, Section 5 of the 2021-2023 Collection Bargaining Agreement (CBA) between Grand Rapids Public Utilities Commission (GRPUC) and the American Federation of State, County & Municipal Employees (AFSCME).

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

As discussed at the closed meeting on May 17, management staff recommended a 2.5% wage increase to non-management positions effective July 1, 2023. Since GRPUC and AFSCME are parties to a Collective Bargaining Agreement (CBA), the attached MOU has been drafted to authorize the wage change. No other provisions of the CBA are to be modified by this MOU.

RECOMMENDATION:

Consider a motion to approve a Memorandum of Understanding (MOU) to modify Article 17, Section 5 of the 2021-2023 Collection Bargaining Agreement (CBA) between Grand Rapids Public Utilities Commission (GRPUC) and the American Federation of State, County & Municipal Employees (AFSCME).

MEMORANDUM OF UNDERSTANDING

The Grand Rapids Public Utilities Commission ("Employer") and American Federation of State, County & Municipal Employees, Local No. 3456 ("Union") are parties to a Collective Bargaining Agreement, effective January 1, 2021 to December 31, 2023 ("CBA").

The Employer and the Union agree that, effective July 1, 2023, all employees covered by the CBA shall receive a 2.5% increase to their 2023 wages, as set forth in Article 17, Section 5, of the CBA.

The provisions of this Memorandum of Understanding do not modify the CBA in any other way. All other provisions of the CBA shall continue in full force and effect.

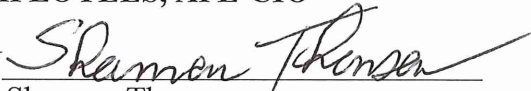
Our respective signatures below indicate the parties' agreement to the terms of this Memorandum of Understanding.


**GRAND RAPIDS PUBLIC UTILITIES
COMMISSION**

BY _____
Thomas G. Stanley
President

BY _____
Luke Francisco
Secretary

**LOCAL UNION NO. 3456
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO**

BY 
Shannon Thomsen
President

BY 
Troy Bauch
Labor Representative



GRAND RAPIDS PUBLIC UTILITIES COMMISSION AGENDA ITEM

AGENDA DATE: June 7, 2023

AGENDA ITEM: Consider a motion to approve a 2.5% wage increase for exempt non-management employees, a 3% wage increase for exempt management employees, excluding the General Manager, effective July 1, 2023 and approve June 19 as a paid holiday for exempt employees.

PREPARED BY: Julie Kennedy, General Manager

BACKGROUND:

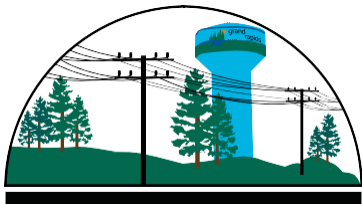
As discussed at the closed meeting on May 17, management staff recommended a 2.5% wage increase to non-management positions and a 3% increase to management positions, excluding the General Manager. The wage increases are to be effective July 1, 2023.

Additionally, a bill to establish Juneteenth as a state-recognized holiday was signed into law by Gov. Tim Walz. The holiday is to recognize the date on which slavery was abolished in the United States. Public business cannot be conducted on June 19 in observance of the holiday.

The new law was set to go into effect on Aug. 1, 2023, however, a provision contained in [HF 1830](#) ([Rep. Ginny Klevorn](#), DFL-Plymouth/[Sen. Samakab Hussein](#), DFL-St. Paul), the state and local government omnibus bill, changes the effective date to make the new holiday effective before June 19 of this year, requiring that the day be observed. The HF 1830 conference committee report containing the updated effective date was passed by the House and Senate and will now go to Gov. Tim Walz to be signed. Cities will need to update their existing schedules to reflect the June 19 holiday and make any necessary adjustments.

RECOMMENDATION:

Consider a motion to approve a 2.5% wage increase for exempt non-management employees, a 3% wage increase for exempt management employees, excluding the General Manager, effective July 1, 2023 and approve June 19 as a paid holiday for exempt employees.



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ADMINISTRATION DEPARTMENT MONTHLY REPORT June 2023 Commission Meeting

Office Closures

- GRPU offices will be closed on June 19, 2023 in observance of the Juneteenth holiday.
- GRPU offices will be closed on July 3 & 4, 2023 in observance of the Independence Day holiday.

Human Resources

- All-employee quarterly meeting held on May 18
- Jake Stampohar, summer business intern, hired through Personnel Dynamics on May 30.
- Executive Assistant application period closes June 12.

Community Involvement

- Solar Plus Battery Storage presentation to local group, Grand Regional Voices, on June 17, 2023.
- Solar Plus Battery Storage presentation at a TeachScience educator workshop on June 27, 2023.
- Solar plus Battery Storage ribbon-cutting event from 2 to 6 PM on Thursday, June 29, 2023.

Governance

- Commission work session - strategic planning kickoff – 11:30 to 1:00 – Thursday, June 29, 2023
- Council/Commission work session – bus tour and joint meeting - 4 PM – Monday, August 7, 2023

Legislative

- HF 669, Omnibus Bonding Bill, passed - \$2.5M grant for the WTP Renovation Project (attached)

A bill for an act

relating to capital investment; authorizing spending to acquire and better public land and buildings and for other improvements of a capital nature with certain conditions; establishing new programs and modifying existing programs; modifying prior appropriations; authorizing the sale and issuance of state bonds; authorizing the conveyance of state bond-financed property; requiring reports; appropriating money; amending Minnesota Statutes 2022, sections 16A.966, subdivision 2; 116J.417, subdivision 2; 134.45, subdivision 5; 174.38, subdivisions 1, 3; Laws 2018, chapter 214, article 1, sections 7, subdivisions 7, 9, 11, 18; 16, subdivisions 14, 19, as amended; 17, subdivision 7, as amended; 18, subdivision 5; 21, subdivisions 17, 29, as amended; Laws 2020, Fifth Special Session chapter 3, article 1, sections 7, subdivisions 12, 24; 15, subdivision 6; 16, subdivisions 4, 11, 26; 17, subdivisions 7, 13; 20, subdivision 11; 21, subdivisions 17, 36, 46, 48; 22, subdivision 33, as amended; article 3, section 2, subdivision 2; Laws 2021, First Special Session chapter 14, article 11, section 42; proposing coding for new law in Minnesota Statutes, chapters 116J; 446A.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

ARTICLE 1

APPROPRIATIONS

Section 1. **CAPITAL IMPROVEMENT APPROPRIATIONS.**

(a) The sums shown in the column under "Appropriations" are appropriated from the bond proceeds fund, or another named fund, to the state agencies or officials indicated, to be spent for public purposes. Appropriations of bond proceeds must be spent as authorized by the Minnesota Constitution, article XI, section 5, clause (a), to acquire and better public land and buildings and other public improvements of a capital nature, or as authorized by the Minnesota Constitution, article XI, section 5, clauses (b) to (j), or article XIV. Unless otherwise specified, money appropriated in this act:

2.1 (1) may be used to pay state agency staff costs that are attributed directly to the capital
2.2 program or project in accordance with accounting policies adopted by the commissioner of
2.3 management and budget;

2.4 (2) is available until the project is completed or abandoned subject to Minnesota Statutes,
2.5 section 16A.642;

2.6 (3) for activities under Minnesota Statutes, sections 16B.307, 84.946, and 135A.046,
2.7 should not be used for projects that can be financed within a reasonable time frame under
2.8 Minnesota Statutes, section 16B.322 or 16C.144;

2.9 (4) is subject to the policies and procedures adopted by the commissioner of management
2.10 and budget or otherwise specified in applicable law; and

2.11 (5) is available for a grant to a political subdivision after the commissioner of management
2.12 and budget determines that an amount sufficient to complete the project as described in this
2.13 act has been committed to the project, as required by Minnesota Statutes, section 16A.502.

2.14 (b) Unless otherwise specified, appropriations in this article from the general fund are
2.15 made in fiscal year 2024 and are onetime appropriations.

2.16 (c) Recipients of grants from money appropriated in this article must demonstrate to the
2.17 commissioner of the agency making the grant that the recipient has the ability and a plan
2.18 to fund the program intended for the facility. This paragraph does not apply to state agencies.

2.19 APPROPRIATIONS

2.20 Sec. 2. UNIVERSITY OF MINNESOTA

2.21 Subdivision 1. Total Appropriation \$ 135,950,000

2.22 To the Board of Regents of the University of
2.23 Minnesota for the purposes specified in this
2.24 section.

2.25 Subd. 2. Higher Education Asset Preservation
2.26 and Replacement (HEAPR) 43,350,000

2.27 To be spent in accordance with Minnesota
2.28 Statutes, section 135A.046.

2.29 Subd. 3. Twin Cities - Chemistry Undergraduate
2.30 Teaching Laboratory 92,600,000

2.31 To construct, furnish, and equip the renovation
2.32 of and an addition to Fraser Hall for an

3.1 undergraduate chemistry teaching laboratory
3.2 facility on the Twin Cities campus. This
3.3 project includes the demolition of obsolete
3.4 portions of Fraser Hall.

3.5 **Subd. 4. University Share**

3.6 Except for the appropriations for HEAPR, the
3.7 appropriations in this section are intended to
3.8 cover approximately two-thirds of the cost of
3.9 each project. The remaining costs must be paid
3.10 from university sources.

3.11 **Subd. 5. Unspent Appropriations**

3.12 Upon substantial completion of a project
3.13 authorized in this section and after written
3.14 notice to the commissioner of management
3.15 and budget, the Board of Regents must use
3.16 any money remaining in the appropriation for
3.17 that project for HEAPR under Minnesota
3.18 Statutes, section 135A.046. The Board of
3.19 Regents must report by February 1 of each
3.20 even-numbered year to the chairs of the house
3.21 of representatives and senate committees with
3.22 jurisdiction over capital investment and higher
3.23 education finance, and to the chairs of the
3.24 house of representatives Ways and Means
3.25 Committee and the senate Finance Committee,
3.26 on how the remaining money has been
3.27 allocated or spent.

3.28 **Sec. 3. MINNESOTA STATE COLLEGES AND**
3.29 **UNIVERSITIES**

3.30 **Subdivision 1. Total Appropriation** **\$ 179,752,000**
3.31 To the Board of Trustees of the Minnesota
3.32 State Colleges and Universities for the
3.33 purposes specified in this section.

4.1	<u>Subd. 2. Higher Education Asset Preservation</u>	
4.2	<u>and Replacement (HEAPR)</u>	<u>44,733,000</u>
4.3	<u>To be spent in accordance with Minnesota</u>	
4.4	<u>Statutes, section 135A.046.</u>	
4.5	<u>Subd. 3. Minnesota State University, Moorhead</u>	<u>23,099,000</u>
4.6	<u>To design, renovate, expand, and equip Weld</u>	
4.7	<u>Hall, including the construction of additions</u>	
4.8	<u>to improve building accessibility at Minnesota</u>	
4.9	<u>State University, Moorhead.</u>	
4.10	<u>Subd. 4. Inver Hills Community College</u>	<u>22,025,000</u>
4.11	<u>To design, renovate, and equip the Technology</u>	
4.12	<u>and Business Center building, including the</u>	
4.13	<u>construction of a link to Heritage Hall at Inver</u>	
4.14	<u>Hills Community College.</u>	
4.15	<u>Subd. 5. Minneapolis Community and Technical</u>	
4.16	<u>College</u>	<u>20,457,000</u>
4.17	<u>To design, renovate, and equip phases 1 and</u>	
4.18	<u>2 of the Management Education Center shared</u>	
4.19	<u>with Metropolitan State University on the</u>	
4.20	<u>Minneapolis Community and Technical</u>	
4.21	<u>College campus to support baccalaureate</u>	
4.22	<u>programming expansion.</u>	
4.23	<u>Subd. 6. Pine Technical and Community College</u>	<u>21,468,000</u>
4.24	<u>To design, renovate, construct, and equip the</u>	
4.25	<u>renovation of the main building allied health</u>	
4.26	<u>space and an addition of the technical trade</u>	
4.27	<u>and applied learning labs at Pine Technical</u>	
4.28	<u>and Community College.</u>	
4.29	<u>Subd. 7. Saint Paul College</u>	<u>1,671,000</u>
4.30	<u>To design the renovation of classroom, lab,</u>	
4.31	<u>and student services space and design the</u>	
4.32	<u>demolition of the College Learning Center</u>	

5.1	<u>Building which will be replaced by the</u>	
5.2	<u>renovations at the Saint Paul College campus.</u>	
5.3	<u>Subd. 8. Northeast Higher Education District -</u>	
5.4	<u>Vermilion Community College</u>	<u>3,633,000</u>
5.5	<u>To design, renovate, and equip the classroom</u>	
5.6	<u>building and common space at Northeast</u>	
5.7	<u>Higher Education District - Vermilion</u>	
5.8	<u>Community College.</u>	
5.9	<u>Subd. 9. Central Lakes College</u>	<u>11,591,000</u>
5.10	<u>To design, renovate, and equip the student</u>	
5.11	<u>services, academic support areas, and athletics</u>	
5.12	<u>space of the Central Lakes College, Brainerd</u>	
5.13	<u>campus.</u>	
5.14	<u>Subd. 10. Northland Community and Technical</u>	
5.15	<u>College</u>	<u>3,282,000</u>
5.16	<u>To design, renovate, and equip teaching and</u>	
5.17	<u>learning lab space at Northland Community</u>	
5.18	<u>and Technical College, East Grand Forks</u>	
5.19	<u>campus.</u>	
5.20	<u>Subd. 11. Minnesota State University, Mankato</u>	<u>8,460,000</u>
5.21	<u>To design and renovate space in the lower</u>	
5.22	<u>level of the Clinical Sciences Building; to</u>	
5.23	<u>design the demolition and replacement of</u>	
5.24	<u>Armstrong Hall; and to design the partial</u>	
5.25	<u>renovation of Wiecking Center, Performing</u>	
5.26	<u>Arts Center, the Library, and Morris Hall at</u>	
5.27	<u>Minnesota State University, Mankato.</u>	
5.28	<u>Subd. 12. Winona State University</u>	<u>4,866,000</u>
5.29	<u>To design a net zero energy building that will</u>	
5.30	<u>contain flexible classroom space and student</u>	
5.31	<u>support services and to design the demolition</u>	
5.32	<u>of Gildemeister and Watkins Halls which will</u>	
5.33	<u>be replaced by the net zero energy building at</u>	
5.34	<u>Winona State University.</u>	

6.1	<u>Subd. 13. Lake Superior College</u>	<u>8,316,000</u>
6.2	<u>To design the renovation and construction of</u>	
6.3	<u>integrated manufacturing workforce labs and</u>	
6.4	<u>related support space at Lake Superior</u>	
6.5	<u>College.</u>	
6.6	<u>Subd. 14. Metropolitan State</u>	<u>5,196,000</u>
6.7	<u>To design, renovate, and equip space in New</u>	
6.8	<u>Main Hall for the cybersecurity program at</u>	
6.9	<u>Metropolitan State University.</u>	
6.10	<u>Subd. 15. Alexandria Technical and Community</u>	
6.11	<u>College</u>	<u>955,000</u>
6.12	<u>To design the renovation of student services</u>	
6.13	<u>spaces, the demolition of obsolete campus</u>	
6.14	<u>space, which will be replaced by the new</u>	
6.15	<u>renovated student services space and the new</u>	
6.16	<u>Transportation Center, and to design the</u>	
6.17	<u>construction of the Transportation Center at</u>	
6.18	<u>Alexandria Technical and Community</u>	
6.19	<u>College.</u>	
6.20	<u>Subd. 16. Debt Service</u>	
6.21	<u>(a) Except as provided in paragraph (b), the</u>	
6.22	<u>Board of Trustees shall pay the debt service</u>	
6.23	<u>on one-third of the principal amount of state</u>	
6.24	<u>bonds sold to finance projects authorized by</u>	
6.25	<u>this section. After each sale of general</u>	
6.26	<u>obligation bonds, the commissioner of</u>	
6.27	<u>management and budget shall notify the board</u>	
6.28	<u>of the amounts assessed for each year for the</u>	
6.29	<u>life of the bonds.</u>	
6.30	<u>(b) The board need not pay debt service on</u>	
6.31	<u>bonds sold to finance HEAPR. Where a</u>	
6.32	<u>nonstate match is required, the debt service is</u>	
6.33	<u>due on a principal amount equal to one-third</u>	

7.1 of the total project cost, less the match
7.2 committed before the bonds are sold.

7.3 (c) The commissioner of management and
7.4 budget shall reduce the board's assessment
7.5 each year by one-third of the net income from
7.6 investment of general obligation bond
7.7 proceeds in proportion to the amount of
7.8 principal and interest otherwise required to be
7.9 paid by the board. The board shall pay its
7.10 resulting net assessment to the commissioner
7.11 of management and budget by December 1
7.12 each year. If the board fails to make a payment
7.13 when due, the commissioner of management
7.14 and budget shall reduce allotments for
7.15 appropriations from the general fund otherwise
7.16 available to the board and apply the amount
7.17 of the reduction to cover the missed debt
7.18 service payment. The commissioner of
7.19 management and budget shall credit the
7.20 payments received from the board to the bond
7.21 debt service account in the state bond fund
7.22 each December 1 before money is transferred
7.23 from the general fund under Minnesota
7.24 Statutes, section 16A.641, subdivision 10.

7.25 **Subd. 17. Unspent Appropriations**

7.26 (a) Upon substantial completion of a project
7.27 authorized in this section and after written
7.28 notice to the commissioner of management
7.29 and budget, the board must use any money
7.30 remaining in the appropriation for that project
7.31 for HEAPR under Minnesota Statutes, section
7.32 135A.046. The Board of Trustees must report
7.33 by February 1 of each even-numbered year to
7.34 the chairs of the house of representatives and
7.35 senate committees with jurisdiction over

8.1 capital investment and higher education
8.2 finance and to the chairs of the house of
8.3 representatives Ways and Means Committee
8.4 and the senate Finance Committee, on how
8.5 the remaining money has been allocated or
8.6 spent.

8.7 (b) The unspent portion of an appropriation
8.8 for a project in this section that is complete is
8.9 available for HEAPR under this subdivision,
8.10 at the same campus as the project for which
8.11 the original appropriation was made and the
8.12 debt service requirement under this section is
8.13 reduced accordingly. Minnesota Statutes,
8.14 section 16A.642, applies from the date of the
8.15 original appropriation to the unspent amount
8.16 transferred.

8.17 **Sec. 4. EDUCATION** **\$** **4,000,000**

8.18 To the commissioner of education for library
8.19 construction grants under Minnesota Statutes,
8.20 section 134.45.

8.21 **Sec. 5. MINNESOTA STATE ACADEMIES**

8.22 **Subdivision 1. Total Appropriation** **\$** **9,037,000**

8.23 To the commissioner of administration for the
8.24 purposes specified in this section.

8.25 **Subd. 2. Asset Preservation** **1,200,000**

8.26 For capital asset preservation improvements
8.27 and betterments on both campuses of the
8.28 Minnesota State Academies, to be spent in
8.29 accordance with Minnesota Statutes, section
8.30 16B.307.

8.31 **Subd. 3. Dorm Renovations and Predesign** **7,837,000**

8.32 To predesign, design, construct, furnish, and
8.33 equip the renovation of Kramer Hall, Brandeen

9.1 Hall, and Rode Hall Dorms on the Blind
 9.2 School Campus, including but not limited to
 9.3 abatement of asbestos and hazardous
 9.4 materials, construction, and renovations
 9.5 required to improve safety and security for
 9.6 occupants, meet ADA requirements, meet
 9.7 energy saving requirements, and improve
 9.8 indoor air quality standards. This appropriation
 9.9 also includes money to predesign, design,
 9.10 construct, furnish, and equip the renovation
 9.11 of Pollard Hall Dorm on the Deaf School
 9.12 Campus, including but not limited to
 9.13 abatement of asbestos and hazardous
 9.14 materials, construction, and renovations
 9.15 required to improve safety and security for
 9.16 occupants, meet ADA requirements, meet
 9.17 energy saving requirements, and improve
 9.18 indoor air quality standards.

9.19 **Sec. 6. PERPICH CENTER FOR ARTS**
 9.20 **EDUCATION**

\$ 900,000

9.21 To the commissioner of administration for
 9.22 capital asset preservation improvements and
 9.23 betterments at the Perpich Center for Arts
 9.24 Education, to be spent in accordance with
 9.25 Minnesota Statutes, section 16B.307.

9.26 **Sec. 7. NATURAL RESOURCES**

9.27 **Subdivision 1. Total Appropriation**

\$ 196,880,000

9.28 (a) To the commissioner of natural resources
 9.29 for the purposes specified in this section.

9.30 (b) The appropriations in this section are
 9.31 subject to the requirements of the natural
 9.32 resources capital improvement program under
 9.33 Minnesota Statutes, section 86A.12, unless
 9.34 this section or the statutes referred to in this
 9.35 section provide more specific standards,

10.1	<u>criteria, or priorities for projects than</u>	
10.2	<u>Minnesota Statutes, section 86A.12.</u>	
10.3	<u>Subd. 2. Natural Resources Asset Preservation</u>	<u>36,000,000</u>
10.4	<u>For the preservation and replacement of</u>	
10.5	<u>state-owned facilities and recreational assets</u>	
10.6	<u>operated by the commissioner of natural</u>	
10.7	<u>resources to be spent in accordance with</u>	
10.8	<u>Minnesota Statutes, section 84.946.</u>	
10.9	<u>Subd. 3. Betterment of Buildings</u>	<u>20,000,000</u>
10.10	<u>For acquisition, predesign, design, and</u>	
10.11	<u>construction to replace existing facilities that</u>	
10.12	<u>no longer meet the business needs of the</u>	
10.13	<u>department or to acquire or construct new</u>	
10.14	<u>facilities.</u>	
10.15	<u>Subd. 4. Badoura State Forest Nursery</u>	<u>10,000,000</u>
10.16	<u>For the predesign, design, and construction of</u>	
10.17	<u>facility capital improvements and associated</u>	
10.18	<u>facility components at the Badoura State</u>	
10.19	<u>Forest Nursery.</u>	
10.20	<u>Subd. 5. Wildfire Aviation Infrastructure</u>	<u>6,360,000</u>
10.21	<u>For site preparation, predesign, design,</u>	
10.22	<u>engineering, demolition, construction,</u>	
10.23	<u>furnishing, and equipping new public safety</u>	
10.24	<u>facilities for aerial wildfire suppression, which</u>	
10.25	<u>may include grants to airport authorities. This</u>	
10.26	<u>appropriation includes money for the Hibbing</u>	
10.27	<u>airport and air tanker base buildings and</u>	
10.28	<u>associated utilities and systems.</u>	
10.29	<u>Subd. 6. Accessibility</u>	<u>1,200,000</u>
10.30	<u>For the design and construction of accessibility</u>	
10.31	<u>improvements at state parks, recreation areas,</u>	
10.32	<u>and wildlife management areas.</u>	
10.33	<u>Subd. 7. Dam Renovation, Repair, Removal</u>	<u>4,000,000</u>

11.1 (a) For design, engineering, and construction
 11.2 to repair, reconstruct, or remove publicly
 11.3 owned dams and respond to dam safety
 11.4 emergencies on publicly owned dams. The
 11.5 commissioner shall determine project priorities
 11.6 as appropriate under Minnesota Statutes,
 11.7 sections 103G.511 and 103G.515.

11.8 (b) If the commissioner determines that a
 11.9 project is not ready to proceed, this
 11.10 appropriation may be used for other projects
 11.11 on the commissioner's priority list.

11.12 **Subd. 8. Flood Hazard Mitigation**

40,300,000

11.13 (a) For the state share of flood hazard
 11.14 mitigation grants for publicly owned capital
 11.15 improvements to prevent or alleviate flood
 11.16 damage under Minnesota Statutes, section
 11.17 103F.161. To the extent practical, levee
 11.18 projects shall meet the state standard of three
 11.19 feet above the 100-year flood elevation.

11.20 (b) Project priorities shall be determined by
 11.21 the commissioner as appropriate, based on
 11.22 need and consideration of available leveraging
 11.23 of federal, state, and local funds.

11.24 (c) Notwithstanding paragraph (b), \$3,300,000
 11.25 of this appropriation is for Phase II of the
 11.26 Toelle Coulee project in Traverse County to
 11.27 mitigate flood risks posed to the city of
 11.28 Browns Valley, including construction of an
 11.29 East Levee, County State-Aid Highway 2
 11.30 culvert replacement, and marked Trunk
 11.31 Highway 28 culvert replacement.

11.32 (d) Notwithstanding paragraph (b), \$5,000,000
 11.33 of this appropriation is for grants to watershed
 11.34 districts that are members of the Red River

- 12.1 Watershed Management Board for flood
12.2 mitigation projects and is not for projects in
12.3 the city of Moorhead.
- 12.4 (e) Notwithstanding paragraph (b),
12.5 \$11,000,000 is for a grant to the city of
12.6 Moorhead to design, construct, and equip
12.7 flood mitigation infrastructure. This
12.8 appropriation includes money for Phase 2 of
12.9 the North Moorhead levee project, the
12.10 relocation of sanitary lift station #2, and a
12.11 levee project along First Avenue North.
- 12.12 (f) Notwithstanding paragraph (b), \$6,000,000
12.13 is from the general fund for a grant to the city
12.14 of Carver for capital improvements to restore
12.15 the Carver levee protecting an important
12.16 historic district in Minnesota from flood
12.17 waters of the Minnesota River. This levee
12.18 restoration must meet the requirements for
12.19 FEMA certification. The project includes
12.20 predesign, design, engineering, land
12.21 acquisition, and construction of capital
12.22 improvements, including raising the height of
12.23 the Carver levee, constructing internal
12.24 drainage, establishing maintainable setbacks
12.25 to adjacent structures, and certification by
12.26 FEMA.
- 12.27 (g) To the extent practicable and consistent
12.28 with the project, recipients of appropriations
12.29 for flood control projects in this subdivision
12.30 shall create wetlands that are eligible for
12.31 wetland replacement credit to replace wetlands
12.32 drained or filled as the result of repair,
12.33 reconstruction, replacement, or rehabilitation
12.34 of an existing public road under Minnesota

13.1	<u>Statutes, section 103G.222, subdivision 1,</u>	
13.2	<u>paragraphs (l) and (m).</u>	
13.3	<u>(h) To the extent that the cost of a municipal</u>	
13.4	<u>project exceeds two percent of the median</u>	
13.5	<u>household income in the municipality</u>	
13.6	<u>multiplied by the number of households in the</u>	
13.7	<u>municipality, this appropriation is also for the</u>	
13.8	<u>local share of the project.</u>	
13.9	<u>Subd. 9. Lake Vermilion-Soudan Underground</u>	
13.10	<u>Mine State Park</u>	<u>11,000,000</u>
13.11	<u>For the design and construction of a visitor</u>	
13.12	<u>center, camping facilities and boardwalk,</u>	
13.13	<u>hiking and biking trails, dock and fishing pier,</u>	
13.14	<u>and related infrastructure; the design of the</u>	
13.15	<u>Mattson Bay Camp and Soudan Heritage and</u>	
13.16	<u>Science Center; and the rehabilitation of a fire</u>	
13.17	<u>tower at Lake Vermilion-Soudan Underground</u>	
13.18	<u>Mine State Park.</u>	
13.19	<u>Subd. 10. Parks and Trails Local and Regional</u>	
13.20	<u>Recreation Grants</u>	<u>2,000,000</u>
13.21	<u>For matching grants under Minnesota Statutes,</u>	
13.22	<u>section 85.019.</u>	
13.23	<u>Subd. 11. Community Tree Planting Grants</u>	<u>8,400,000</u>
13.24	<u>For grants to cities, counties, townships, and</u>	
13.25	<u>park and recreation boards in cities of the first</u>	
13.26	<u>class, to remove and plant shade trees on</u>	
13.27	<u>public land to provide environmental benefits;</u>	
13.28	<u>to replace trees lost to forest pests, disease, or</u>	
13.29	<u>storm; or to establish a more diverse</u>	
13.30	<u>community forest better able to withstand</u>	
13.31	<u>disease and forest pests. For purposes of this</u>	
13.32	<u>appropriation, "shade tree" means a woody</u>	
13.33	<u>perennial grown primarily for aesthetic or</u>	
13.34	<u>environmental purposes with minimal to</u>	
13.35	<u>residual timber value. Any tree planted with</u>	

14.1	<u>money under this subdivision must be a</u>	
14.2	<u>climate-adapted species to Minnesota.</u>	
14.3	<u>Subd. 12. St. James Open Pit Mine Complex</u>	<u>2,500,000</u>
14.4	<u>For predesign, design, and engineering of</u>	
14.5	<u>capital improvement projects to mitigate the</u>	
14.6	<u>imminent threat to public safety, property, and</u>	
14.7	<u>regional water quality from the rising water</u>	
14.8	<u>levels at the St. James open pit mine complex.</u>	
14.9	<u>Subd. 13. Reforestation</u>	<u>6,000,000</u>
14.10	<u>For reforestation and stand improvement on</u>	
14.11	<u>state forest lands to meet the reforestation</u>	
14.12	<u>requirements of Minnesota Statutes, section</u>	
14.13	<u>89.002, subdivision 2, including purchasing</u>	
14.14	<u>native seeds and native seedlings, planting,</u>	
14.15	<u>seeding, site preparation, and protection on</u>	
14.16	<u>state lands administered by the commissioner.</u>	
14.17	<u>Subd. 14. State Trail Maintenance</u>	<u>1,200,000</u>
14.18	<u>To renovate paved and unpaved state trails</u>	
14.19	<u>established under Minnesota Statutes, section</u>	
14.20	<u>85.015, according to the commissioner's</u>	
14.21	<u>priorities and as provided in Minnesota</u>	
14.22	<u>Statutes, section 84.946.</u>	
14.23	<u>Subd. 15. Casey Jones State Trail</u>	<u>1,320,000</u>
14.24	<u>For acquisition, design, engineering, and</u>	
14.25	<u>construction of the Casey Jones State Trail</u>	
14.26	<u>under Minnesota Statutes, section 85.015,</u>	
14.27	<u>subdivision 2. The Casey Jones State Trail</u>	
14.28	<u>must be established as a primary, not a</u>	
14.29	<u>secondary trail.</u>	
14.30	<u>Subd. 16. Gitchi Gami State Trail</u>	<u>4,000,000</u>
14.31	<u>For acquisition, design, engineering, and</u>	
14.32	<u>construction of the Gitchi Gami State Trail</u>	
14.33	<u>priority segments: Lutsen from Ski Hill Road,</u>	

15.1 Tofte, Silver Bay to Tettegouche State Park,
15.2 and Two Harbors to Flood Bay State Wayside.

15.3 Subd. 17. **Glacial Lakes Trail** 3,000,000

15.4 To design and construct the final trail segment
15.5 for the Glacial Lakes Trail, established under
15.6 Minnesota Statutes, section 85.015,
15.7 subdivision 5, between the city of New
15.8 London and Sibley State Park.

15.9 Subd. 18. **Heartland State Trail** 2,950,000

15.10 (a) For capital improvements to the Heartland
15.11 State Trail. Of this amount, (1) \$550,000 is
15.12 for construction of a trail segment of the
15.13 Heartland State Trail between Detroit Lakes
15.14 and Frazee; and (2) \$2,400,000 is for the
15.15 environmental review, predesign, design, and
15.16 construction of a paved multiple-use trail to
15.17 connect Itasca State Park to the Heartland
15.18 State Trail beginning from the park contact
15.19 station to the park's southeast boundary and
15.20 through a Phase 1 tunnel to be constructed
15.21 under marked U.S. Highway 71, and
15.22 continuing from there for about two miles.

15.23 (b) This appropriation is in addition to the
15.24 appropriations in Laws 2017, First Special
15.25 Session chapter 8, article 1, section 6,
15.26 subdivision 6, and Laws 2020, Fifth Special
15.27 Session chapter 3, article 1, section 7,
15.28 subdivision 12.

15.29 Subd. 19. **Mill Towns State Trail** 8,190,000

15.30 For land acquisition, predesign, design, and
15.31 construction of the Mill Towns State Trail
15.32 between Riverside Park in the city of
15.33 Northfield and the Waterford Historic Bridge
15.34 in Waterford Township.

16.1	<u>Subd. 20. Root River State Trail; Preston to</u>	
16.2	<u>Carimona</u>	<u>2,000,000</u>
16.3	<u>For acquisition of property, design, and</u>	
16.4	<u>engineering of the Root River State Trail under</u>	
16.5	<u>Minnesota Statutes, section 85.015, from the</u>	
16.6	<u>city of Preston to the city of Carimona.</u>	
16.7	<u>Subd. 21. Glendalough State Park</u>	<u>900,000</u>
16.8	<u>To complete the paved multipurpose trail from</u>	
16.9	<u>the bridge at the northwest corner of Annie</u>	
16.10	<u>Battle Lake to the park entrance at</u>	
16.11	<u>Glendalough State Park.</u>	
16.12	<u>Subd. 22. Upper Sioux Agency State Park Bond</u>	
16.13	<u>Defeasance</u>	<u>250,000</u>
16.14	<u>From the general fund to the commissioner of</u>	
16.15	<u>management and budget to prepay and defease</u>	
16.16	<u>any outstanding state general obligation bonds</u>	
16.17	<u>used for improvements and betterments at</u>	
16.18	<u>Upper Sioux Agency State Park, including</u>	
16.19	<u>Minnesota Historical Society property located</u>	
16.20	<u>within the park's boundaries, and other</u>	
16.21	<u>associated financing costs. This amount may</u>	
16.22	<u>be deposited, invested, and applied to</u>	
16.23	<u>accomplish the purposes of this section as</u>	
16.24	<u>provided in Minnesota Statutes, section</u>	
16.25	<u>475.67, subdivisions 5 to 10 and 13. Upon the</u>	
16.26	<u>prepayment and defeasance of all associated</u>	
16.27	<u>debt on the real property and improvements,</u>	
16.28	<u>all conditions set forth in Minnesota Statutes,</u>	
16.29	<u>section 16A.695, subdivision 3, shall be</u>	
16.30	<u>deemed to have been satisfied and the real</u>	
16.31	<u>property and improvements shall no longer</u>	
16.32	<u>constitute state bond financed property under</u>	
16.33	<u>Minnesota Statutes, section 16A.695.</u>	

17.1	<u>Subd. 23. Lower Minnesota River Watershed</u>	
17.2	<u>District; Minnesota River Riverbank</u>	
17.3	<u>Stabilization</u>	<u>2,750,000</u>
17.4	<u>For a grant to the Lower Minnesota River</u>	
17.5	<u>Watershed District for final design and</u>	
17.6	<u>construction of capital improvements</u>	
17.7	<u>necessary to stabilize the riverbank, prevent</u>	
17.8	<u>erosion, and prevent future degradation of the</u>	
17.9	<u>water quality of the Minnesota River resulting</u>	
17.10	<u>from Area 3 bank erosion in the city of Eden</u>	
17.11	<u>Prairie.</u>	
17.12	<u>Subd. 24. Mora; High Water Mitigation</u>	<u>1,800,000</u>
17.13	<u>For a grant to the city of Mora to design and</u>	
17.14	<u>construct improvements to mitigate high water</u>	
17.15	<u>in Mora Lake, including installation of intake</u>	
17.16	<u>and outlet structures, and associated sanitary</u>	
17.17	<u>sewer and road replacement.</u>	
17.18	<u>Subd. 25. Ranier; Rainy Lake Marina</u>	<u>3,500,000</u>
17.19	<u>For a grant to the city of Ranier to predesign,</u>	
17.20	<u>design, engineer, construct, and equip a marina</u>	
17.21	<u>to provide up to 26 slips in a safe harbor on</u>	
17.22	<u>Rainy Lake and Rainy River at the Gateway</u>	
17.23	<u>to Voyageurs National Park. The marina will</u>	
17.24	<u>provide overnight transient boaters with water,</u>	
17.25	<u>electricity, and pump-out services.</u>	
17.26	<u>Subd. 26. Shakopee; Minnesota River Riverbank</u>	
17.27	<u>Stabilization</u>	<u>8,260,000</u>
17.28	<u>For a grant to the city of Shakopee to</u>	
17.29	<u>predesign, design, and construct the restoration</u>	
17.30	<u>of the Minnesota River riverbank from the</u>	
17.31	<u>western edge of downtown Shakopee to The</u>	
17.32	<u>Landing in the Three Rivers Park District.</u>	

18.1	<u>Subd. 27. Shell Rock River Watershed District;</u>		
18.2	<u>Fountain Lake</u>		<u>9,000,000</u>
18.3	<u>For a grant to the Shell Rock River Watershed</u>		
18.4	<u>District for sediment removal and cleanup of</u>		
18.5	<u>Fountain Lake.</u>		
18.6	<u>Subd. 28. Unspent Appropriations</u>		
18.7	<u>The unspent portion of an appropriation for a</u>		
18.8	<u>project in this section that is complete, upon</u>		
18.9	<u>written notice to the commissioner of</u>		
18.10	<u>management and budget, is available for asset</u>		
18.11	<u>preservation under Minnesota Statutes, section</u>		
18.12	<u>84.946. Minnesota Statutes, section 16A.642,</u>		
18.13	<u>applies from the date of the original</u>		
18.14	<u>appropriation to the unspent amount</u>		
18.15	<u>transferred.</u>		
18.16	<u>Sec. 8. POLLUTION CONTROL AGENCY</u>	<u>\$</u>	<u>10,000,000</u>
18.17	<u>To the Pollution Control Agency for a capital</u>		
18.18	<u>assistance grant to Olmsted County under</u>		
18.19	<u>Minnesota Statutes, section 115A.54, to</u>		
18.20	<u>design, construct, and equip a new materials</u>		
18.21	<u>recovery facility which will expand upon the</u>		
18.22	<u>county's current integrated solid waste</u>		
18.23	<u>management system by reclaiming materials</u>		
18.24	<u>and removing problematic items from the</u>		
18.25	<u>waste stream. This appropriation is</u>		
18.26	<u>notwithstanding the maximum amount of grant</u>		
18.27	<u>assistance for a project under Minnesota</u>		
18.28	<u>Statutes, section 115A.54.</u>		
18.29	<u>Sec. 9. BOARD OF WATER AND SOIL</u>		
18.30	<u>RESOURCES</u>		
18.31	<u>Subdivision 1. Total Appropriation</u>	<u>\$</u>	<u>22,700,000</u>
18.32	<u>To the Board of Water and Soil Resources for</u>		
18.33	<u>the purposes specified in this section.</u>		

19.1	<u>Subd. 2. Local Government Roads Wetland</u>	
19.2	<u>Replacement Program</u>	<u>12,000,000</u>
19.3	<u>To acquire land or permanent easements and</u>	
19.4	<u>to restore, create, enhance, and preserve</u>	
19.5	<u>wetlands to replace those wetlands drained or</u>	
19.6	<u>filled as a result of the repair, reconstruction,</u>	
19.7	<u>replacement, or rehabilitation of existing</u>	
19.8	<u>public roads as required by Minnesota</u>	
19.9	<u>Statutes, section 103G.222, subdivision 1,</u>	
19.10	<u>paragraphs (l) and (m). Notwithstanding</u>	
19.11	<u>Minnesota Statutes, section 103G.222,</u>	
19.12	<u>subdivision 3, the board may implement the</u>	
19.13	<u>wetland replacement program consistent with</u>	
19.14	<u>section 404 of the federal Clean Water Act.</u>	
19.15	<u>The purchase price paid for acquisition of land</u>	
19.16	<u>or perpetual easement must be a fair market</u>	
19.17	<u>value as determined by the board. The board</u>	
19.18	<u>may enter into agreements with the federal</u>	
19.19	<u>government, other state agencies, political</u>	
19.20	<u>subdivisions, nonprofit organizations, fee title</u>	
19.21	<u>owners, or other qualified private entities to</u>	
19.22	<u>acquire wetland replacement credits in</u>	
19.23	<u>accordance with Minnesota Rules, chapter</u>	
19.24	<u>8420. Up to five percent of this appropriation</u>	
19.25	<u>may be used for restoration and enhancement.</u>	
19.26	<u>Subd. 3. Reinvest in Minnesota (RIM) Reserve</u>	
19.27	<u>Program</u>	<u>10,700,000</u>
19.28	<u>To acquire conservation easements from</u>	
19.29	<u>landowners to preserve, restore, create, and</u>	
19.30	<u>enhance wetlands and associated uplands of</u>	
19.31	<u>prairie and grasslands, and to restore and</u>	
19.32	<u>enhance rivers and streams, riparian lands, and</u>	
19.33	<u>associated uplands of prairie and grasslands,</u>	
19.34	<u>in order to protect soil and water quality,</u>	
19.35	<u>support fish and wildlife habitat, reduce flood</u>	
19.36	<u>damage, and provide other public benefits.</u>	

20.1 The provisions of Minnesota Statutes, section
20.2 103F.515, apply to this program. The board
20.3 shall give priority to leveraging federal money
20.4 by enrolling targeted new lands or enrolling
20.5 environmentally sensitive lands that have
20.6 expiring federal conservation agreements. The
20.7 board is authorized to enter into new
20.8 agreements and amend past agreements with
20.9 landowners as required by Minnesota Statutes,
20.10 section 103F.515, subdivision 5, to allow for
20.11 restoration. Up to five percent of this
20.12 appropriation may be used for restoration and
20.13 enhancement.

20.14 Sec. 10. AGRICULTURE \$ 384,000

20.15 To the commissioner of administration to
20.16 design, construct, and equip the renovation
20.17 and repair of the plant protection division's
20.18 potato inspection facility located in East Grand
20.19 Forks. This appropriation may also be used to
20.20 design and complete hazardous materials
20.21 abatement.

20.22 Sec. 11. MINNESOTA ZOOLOGICAL
20.23 GARDEN

20.24 Subdivision 1. Total Appropriation \$ 18,025,000

20.25 To the Minnesota Zoological Board for the
20.26 purposes specified in this section.

20.27 Subd. 2. Asset Preservation 16,800,000

20.28 For capital asset preservation improvements
20.29 and betterments to infrastructure and exhibits
20.30 at the Minnesota Zoo, to be spent in
20.31 accordance with Minnesota Statutes, section
20.32 16B.307. Notwithstanding the specified uses
20.33 of money under Minnesota Statutes, section
20.34 16B.307, this appropriation may be used to

- 21.1 replace buildings that are in poor condition,
21.2 outdated, and no longer support the work of
21.3 the Minnesota Zoological Garden; to construct
21.4 and renovate trails and roads on the Minnesota
21.5 Zoological Garden site; and to replace the
21.6 lakeside plaza infrastructure, including the
21.7 stairs and ramp to the upper plaza, and to
21.8 design, construct, furnish, and equip the
21.9 renovation of related animal holding and
21.10 mechanical spaces.
- 21.11 **Subd. 3. Animal Hospital Renovation** 1,225,000
- 21.12 To design a new or renovated animal hospital
21.13 building at the Minnesota Zoological Garden.
- 21.14 **Sec. 12. ADMINISTRATION**
- 21.15 **Subdivision 1. Total Appropriation** **\$ 17,796,000**
- 21.16 To the commissioner of administration for the
21.17 purposes specified in this section.
- 21.18 **Subd. 2. Capital Asset Preservation and**
21.19 **Replacement Account** 9,000,000
- 21.20 To be spent in accordance with Minnesota
21.21 Statutes, section 16A.632.
- 21.22 **Subd. 3. Capitol Complex - Physical Security**
21.23 **Upgrades Phase II** 8,796,000
- 21.24 For the continuation of the design,
21.25 construction, and equipping required to
21.26 upgrade the physical security elements and
21.27 systems for the Capitol Mall and the buildings
21.28 listed in this subdivision, their attached tunnel
21.29 systems, their surrounding grounds, and
21.30 parking facilities as identified in the 2017
21.31 Minnesota State Capitol Complex Physical
21.32 Security Predesign completed by Miller
21.33 Dunwiddie and an updated assessment
21.34 completed in 2022. Upgrades include but are

22.1	<u>not limited to the installation of bollards, blast</u>		
22.2	<u>protection, infrastructure security screen walls,</u>		
22.3	<u>door access controls, emergency call stations,</u>		
22.4	<u>surveillance systems, security kiosks, locking</u>		
22.5	<u>devices, and traffic and crowd control devices.</u>		
22.6	<u>This appropriation includes money for work</u>		
22.7	<u>associated with the following buildings:</u>		
22.8	<u>Administration, Ag/Health Lab, Capitol,</u>		
22.9	<u>Centennial, Governor's Residence, Judicial</u>		
22.10	<u>Center, Minnesota History Center, Capitol</u>		
22.11	<u>Complex Power Plant and Shops, Stassen,</u>		
22.12	<u>State Office, and Veterans Service.</u>		
22.13	Sec. 13. <u>AMATEUR SPORTS COMMISSION</u>	\$	<u>9,600,000</u>
22.14	<u>To the Minnesota Amateur Sports</u>		
22.15	<u>Commission for asset preservation</u>		
22.16	<u>improvements and betterments of a capital</u>		
22.17	<u>nature at the National Sports Center in Blaine,</u>		
22.18	<u>to be spent in accordance with Minnesota</u>		
22.19	<u>Statutes, section 16B.307.</u>		
22.20	Sec. 14. <u>MILITARY AFFAIRS</u>		
22.21	Subdivision 1. <u>Total Appropriation</u>	\$	<u>31,487,000</u>
22.22	<u>To the adjutant general for the purposes</u>		
22.23	<u>specified in this section.</u>		
22.24	Subd. 2. <u>Rosemount Readiness Center</u>		<u>25,080,000</u>
22.25	<u>(a) To construct and equip the renovation of</u>		
22.26	<u>existing space at the Rosemount Readiness</u>		
22.27	<u>Center, including mechanical, electrical,</u>		
22.28	<u>building envelope, energy efficiency, and life</u>		
22.29	<u>safety improvements.</u>		
22.30	<u>(b) \$360,000 of this appropriation is in</u>		
22.31	<u>addition to the appropriation for the same</u>		
22.32	<u>purpose in Laws 2020, Fifth Special Session</u>		
22.33	<u>chapter 3, article 1, section 14, subdivision 2.</u>		

23.1	<u>Subd. 3. Fergus Falls Readiness Center</u>		<u>800,000</u>
23.2	<u>This appropriation is in addition to the</u>		
23.3	<u>appropriation for the same purpose in Laws</u>		
23.4	<u>2020, Fifth Special Session chapter 3, article</u>		
23.5	<u>1, section 14, subdivision 3.</u>		
23.6	<u>Subd. 4. Moorhead Readiness Center</u>		<u>855,000</u>
23.7	<u>This appropriation is in addition to the</u>		
23.8	<u>appropriation for the same purpose in Laws</u>		
23.9	<u>2020, Fifth Special Session chapter 3, article</u>		
23.10	<u>1, section 14, subdivision 4.</u>		
23.11	<u>Subd. 5. Marshall Readiness Center</u>		<u>4,752,000</u>
23.12	<u>This appropriation is in addition to the</u>		
23.13	<u>appropriation for the same purpose in Laws</u>		
23.14	<u>2020, Fifth Special Session chapter 3, article</u>		
23.15	<u>1, section 14, subdivision 5.</u>		
23.16	<u>Sec. 15. PUBLIC SAFETY</u>		
23.17	<u>Subdivision 1. Total Appropriation</u>	<u>\$</u>	<u>17,425,000</u>
23.18	<u>To the commissioner of administration for the</u>		
23.19	<u>purposes specified in this section.</u>		
23.20	<u>Subd. 2. State Emergency Operations Center</u>		<u>11,392,000</u>
23.21	<u>For the state emergency operations center.</u>		
23.22	<u>This appropriation is in addition to the</u>		
23.23	<u>appropriation for the same purpose in Laws</u>		
23.24	<u>2020, Fifth Special Session chapter 3, article</u>		
23.25	<u>1, section 15, subdivision 2.</u>		
23.26	<u>Subd. 3. BCA Maryland Building</u>		<u>6,033,000</u>
23.27	<u>To design, construct, renovate, equip, and</u>		
23.28	<u>furnish unfinished space in the Bureau of</u>		
23.29	<u>Criminal Apprehension building in St. Paul</u>		
23.30	<u>to provide new offices and to design,</u>		
23.31	<u>construct, and equip a new perimeter security</u>		
23.32	<u>fence and access controls at this site.</u>		

24.1	Sec. 16. <u>TRANSPORTATION</u>	
24.2	<u>Subdivision 1. Total Appropriation</u>	<u>\$ 257,111,000</u>
24.3	<u>To the commissioner of transportation for the</u>	
24.4	<u>purposes specified in this section.</u>	
24.5	<u>Subd. 2. Local Road Improvement Program</u>	<u>84,954,000</u>
24.6	<u>From the bond proceeds account in the state</u>	
24.7	<u>transportation fund as provided in Minnesota</u>	
24.8	<u>Statutes, section 174.50, for eligible</u>	
24.9	<u>improvements on trunk highway corridor</u>	
24.10	<u>projects under Minnesota Statutes, section</u>	
24.11	<u>174.52, subdivision 2; for construction and</u>	
24.12	<u>reconstruction of local roads with statewide</u>	
24.13	<u>or regional significance under Minnesota</u>	
24.14	<u>Statutes, section 174.52, subdivision 4; or for</u>	
24.15	<u>grants to counties to assist in paying the costs</u>	
24.16	<u>of rural road safety capital improvement</u>	
24.17	<u>projects on county state-aid highways under</u>	
24.18	<u>Minnesota Statutes, section 174.52,</u>	
24.19	<u>subdivision 4a. \$6,000,000 of this</u>	
24.20	<u>appropriation is for grants to townships for</u>	
24.21	<u>capital improvements to township roads.</u>	
24.22	<u>Subd. 3. Local Bridge Replacement Program</u>	<u>67,000,000</u>
24.23	<u>From the bond proceeds account in the state</u>	
24.24	<u>transportation fund to match federal money</u>	
24.25	<u>and to replace or rehabilitate local deficient</u>	
24.26	<u>bridges as provided in Minnesota Statutes,</u>	
24.27	<u>section 174.50.</u>	
24.28	<u>Subd. 4. Highway Rail Grade Crossings</u>	<u>3,600,000</u>
24.29	<u>To design, construct, and equip the</u>	
24.30	<u>replacement of active highway rail grade</u>	
24.31	<u>warning devices that have reached the end of</u>	
24.32	<u>their useful life or new highway rail grade</u>	
24.33	<u>warning devices.</u>	

25.1	<u>Subd. 5. Port Development Assistance Program</u>	<u>18,097,000</u>
25.2	<u>For grants under Minnesota Statutes, chapter</u>	
25.3	<u>457A. Any improvements made with the</u>	
25.4	<u>proceeds of these grants must be publicly</u>	
25.5	<u>owned.</u>	
25.6	<u>Subd. 6. Safe Routes to School</u>	<u>2,400,000</u>
25.7	<u>For grants under Minnesota Statutes, section</u>	
25.8	<u>174.40.</u>	
25.9	<u>Subd. 7. Active Transportation</u>	<u>1,200,000</u>
25.10	<u>For grants and financial assistance under</u>	
25.11	<u>Minnesota Statutes, section 174.38.</u>	
25.12	<u>Subd. 8. Minnesota Rail Service Improvement</u>	
25.13	<u>Program</u>	<u>9,600,000</u>
25.14	<u>For rail service improvement grants under</u>	
25.15	<u>Minnesota Statutes, section 222.50.</u>	
25.16	<u>Subd. 9. Greater Minnesota Transit</u>	<u>3,000,000</u>
25.17	<u>For capital assistance for publicly owned</u>	
25.18	<u>greater Minnesota transit systems to acquire</u>	
25.19	<u>property and to predesign, design, construct,</u>	
25.20	<u>furnish, and equip transit capital facilities</u>	
25.21	<u>under Minnesota Statutes, section 174.24,</u>	
25.22	<u>subdivision 3c.</u>	
25.23	<u>Subd. 10. Carver County; CSAH 18</u>	<u>3,760,000</u>
25.24	<u>From the bond proceeds account in the state</u>	
25.25	<u>transportation fund, as provided in Minnesota</u>	
25.26	<u>Statutes, section 174.50, for one or more</u>	
25.27	<u>grants to the cities of Victoria, Chaska, or</u>	
25.28	<u>Chanhausen or Carver County, or any</u>	
25.29	<u>combination of these entities, for property or</u>	
25.30	<u>permanent easement acquisition, predesign,</u>	
25.31	<u>and design of construction of improvements</u>	
25.32	<u>to Carver County State-Aid Highway 18,</u>	
25.33	<u>known as West 82nd Street, from Bavaria</u>	

26.1	<u>Road to marked Trunk Highway 41. This</u>	
26.2	<u>project includes cross streets, off-street trails,</u>	
26.3	<u>a bridge over a ravine and trail, and utility</u>	
26.4	<u>relocations, installations, and connections.</u>	
26.5	<u>Subd. 11. Fridley; Northtown Rail Yard</u>	
26.6	<u>Overpass</u>	<u>4,000,000</u>
26.7	<u>From the bond proceeds account in the state</u>	
26.8	<u>transportation fund, as provided in Minnesota</u>	
26.9	<u>Statutes, section 174.50, for a grant to the city</u>	
26.10	<u>of Fridley to design the extension of 57th</u>	
26.11	<u>Avenue NE, including public utilities as</u>	
26.12	<u>necessary and a bridge and approach walls,</u>	
26.13	<u>across the BNSF Northtown Rail Yard from</u>	
26.14	<u>Main Street NE (Anoka County State-Aid</u>	
26.15	<u>Highway 102) westward to East River Road</u>	
26.16	<u>(Anoka County State-Aid Highway 1) in</u>	
26.17	<u>Fridley.</u>	
26.18	<u>Subd. 12. Hennepin County; Hennepin Avenue</u>	
26.19	<u>Bridge</u>	<u>3,500,000</u>
26.20	<u>From the bond proceeds account in the state</u>	
26.21	<u>transportation fund, as provided in Minnesota</u>	
26.22	<u>Statutes, section 174.50, for a grant to</u>	
26.23	<u>Hennepin County for design and construction</u>	
26.24	<u>engineering for Phase 1 of the reconstruction</u>	
26.25	<u>of the iconic and historic Hennepin Avenue</u>	
26.26	<u>Suspension Bridge.</u>	
26.27	<u>Subd. 13. Inver Grove Heights; 117th Street</u>	
26.28	<u>Reconstruction</u>	<u>5,000,000</u>
26.29	<u>From the bond proceeds account in the state</u>	
26.30	<u>transportation fund, as provided in Minnesota</u>	
26.31	<u>Statutes, section 174.50, for one or more</u>	
26.32	<u>grants to the city of Inver Grove Heights,</u>	
26.33	<u>Dakota County, or both, to perform final</u>	
26.34	<u>design, acquire right-of-way, acquire</u>	
26.35	<u>easements, and reconstruct 117th Street from</u>	

27.1 Rich Valley Boulevard (Dakota County Road
27.2 71), including intersection improvements
27.3 thereto in both directions up to 1,500 feet, to
27.4 approximately 800 feet east of U.S. Highway
27.5 52 to improve safety, mobility, and traffic
27.6 conditions. This appropriation includes the
27.7 cost for relocation and construction of public
27.8 utilities on 117th Street, including sanitary
27.9 sewer, water main, and storm sewer facilities.

27.10 **Subd. 14. Plymouth; Chankahda Trail** 6,200,000

27.11 From the bond proceeds account in the state
27.12 transportation fund, as provided in Minnesota
27.13 Statutes, section 174.50, for a grant to the city
27.14 of Plymouth for property acquisition and
27.15 design of construction of roadway, utility,
27.16 drainage, pedestrian facilities, and associated
27.17 appurtenances, on Chankahda Trail, formerly
27.18 known as Hennepin County Road 47, from
27.19 Hennepin County State-Aid Highway 101 to
27.20 Hennepin County State-Aid Highway 61.

27.21 **Subd. 15. Savage; Road and Bridge**
27.22 **Improvements** 800,000

27.23 From the bond proceeds account in the state
27.24 transportation fund, as provided in Minnesota
27.25 Statutes, section 174.50, for a grant to the city
27.26 of Savage to predesign and design the
27.27 expansion of Quentin Avenue and
27.28 reconstruction of two railroad bridges that pass
27.29 over Quentin Avenue. The project area for this
27.30 project is from approximately 600 feet to the
27.31 south to approximately 600 feet to the north
27.32 of the two railroad bridges that pass over
27.33 Quentin Avenue.

28.1	<u>Subd. 16. St. Paul; Third Street/Kellogg</u>	
28.2	<u>Boulevard Bridge and BRT Gold Line</u>	
28.3	<u>Readiness</u>	<u>25,000,000</u>
28.4	<u>From the bond proceeds account in the state</u>	
28.5	<u>transportation fund, as provided in Minnesota</u>	
28.6	<u>Statutes, section 174.50, for a grant to the city</u>	
28.7	<u>of St. Paul for the Third Street/Kellogg</u>	
28.8	<u>Boulevard bridge project. This appropriation</u>	
28.9	<u>is in addition to the appropriation for the same</u>	
28.10	<u>purpose in Laws 2020, Fifth Special Session</u>	
28.11	<u>chapter 3, article 1, section 16, subdivision 19.</u>	
28.12	<u>Subd. 17. St. Paul Park; Third Street Collector</u>	
28.13	<u>Roadway</u>	<u>7,000,000</u>
28.14	<u>From the bond proceeds account in the state</u>	
28.15	<u>transportation fund, as provided in Minnesota</u>	
28.16	<u>Statutes, section 174.50, for a grant to the city</u>	
28.17	<u>of St. Paul Park to predesign, design, engineer,</u>	
28.18	<u>construct, and equip the Third Street Collector</u>	
28.19	<u>Roadway Improvements Project. This</u>	
28.20	<u>appropriation includes money for the</u>	
28.21	<u>construction and reconstruction of Third Street</u>	
28.22	<u>from Broadway Avenue to 14th Avenue,</u>	
28.23	<u>pedestrian and bicycle safety improvements,</u>	
28.24	<u>and sanitary sewer, drinking water, and storm</u>	
28.25	<u>water management infrastructure.</u>	
28.26	<u>Subd. 18. Sherburne County; Highway 169</u>	<u>2,000,000</u>
28.27	<u>From the bond proceeds account in the state</u>	
28.28	<u>transportation fund, as provided in Minnesota</u>	
28.29	<u>Statutes, section 174.50, for a grant to</u>	
28.30	<u>Sherburne County for property acquisition and</u>	
28.31	<u>engineering for the local road portions of an</u>	
28.32	<u>interchange at marked U.S. Highway 169 and</u>	
28.33	<u>Sherburne County State-Aid Highway 4 in the</u>	
28.34	<u>city of Zimmerman.</u>	

29.1	<u>Subd. 19. Washington County; Interchange at</u>	
29.2	<u>Trunk Highway 36 and Lake Elmo Avenue</u>	<u>10,000,000</u>
29.3	<u>From the bond proceeds account in the state</u>	
29.4	<u>transportation fund, as provided in Minnesota</u>	
29.5	<u>Statutes, section 174.50, for a grant to</u>	
29.6	<u>Washington County for property acquisition</u>	
29.7	<u>and to predesign, design, construct, furnish,</u>	
29.8	<u>and equip a new interchange at marked Trunk</u>	
29.9	<u>Highway 36 and County State-Aid Highway</u>	
29.10	<u>17, known as Lake Elmo Avenue, in</u>	
29.11	<u>Washington County. This appropriation is for</u>	
29.12	<u>portions of the project that are eligible to be</u>	
29.13	<u>funded with general obligation bonds.</u>	
29.14	<u>Sec. 17. METROPOLITAN COUNCIL</u>	
29.15	<u>Subdivision 1. Total Appropriation</u>	<u>\$ 108,620,000</u>
29.16	<u>To the Metropolitan Council for the purposes</u>	
29.17	<u>specified in this section.</u>	
29.18	<u>Subd. 2. Inflow and Infiltration Grants</u>	<u>12,000,000</u>
29.19	<u>For grants to cities within the metropolitan</u>	
29.20	<u>area, as defined in Minnesota Statutes, section</u>	
29.21	<u>473.121, subdivision 2, for capital</u>	
29.22	<u>improvements in municipal wastewater</u>	
29.23	<u>collection systems to reduce the amount of</u>	
29.24	<u>inflow and infiltration to the Metropolitan</u>	
29.25	<u>Council's metropolitan sanitary sewer disposal</u>	
29.26	<u>system. The council must award grants based</u>	
29.27	<u>on applications from cities that identify</u>	
29.28	<u>eligible capital costs and include a timeline</u>	
29.29	<u>for inflow and infiltration mitigation</u>	
29.30	<u>construction, pursuant to guidelines</u>	
29.31	<u>established by the council.</u>	
29.32	<u>Subd. 3. Metropolitan Regional Parks and Trails</u>	<u>16,620,000</u>
29.33	<u>For the cost of improvements and betterments</u>	
29.34	<u>of a capital nature and acquisition by the</u>	

30.1 council and metropolitan parks implementing
30.2 agencies as defined in Minnesota Statutes,
30.3 section 473.351, of regional recreational
30.4 open-space lands in accordance with the
30.5 council's policy plan as provided in Minnesota
30.6 Statutes, section 473.147. This appropriation
30.7 must not be used to purchase easements.

30.8 **Subd. 4. Arterial Bus Rapid Transit** 72,000,000

30.9 For real property acquisition, predesign,
30.10 design, engineering, and construction of
30.11 arterial bus rapid transit, including utility
30.12 relocation, demolition, and furnishing and
30.13 equipping facilities for arterial bus rapid transit
30.14 projects. The council must allocate the money
30.15 among projects based on criteria in its
30.16 transitway capital improvement plan
30.17 including: consistency with the council's
30.18 transportation policy plan; project readiness;
30.19 potential current and forecasted ridership;
30.20 expansion of the bus rapid transit system;
30.21 availability of federal or other matching funds;
30.22 coordination with other major projects; and
30.23 additional criteria for priorities otherwise
30.24 specified in state law or rule applicable to bus
30.25 rapid transit, including state law authorizing
30.26 state bond fund appropriations for a bus rapid
30.27 transit project.

30.28 **Subd. 5. St. Paul; Mississippi River Learning**
30.29 **Center** 8,000,000

30.30 For a grant to the city of St. Paul for design
30.31 of a Mississippi River Learning Center that
30.32 will be located on a site in Crosby Farm
30.33 Regional Park that includes the Watergate
30.34 Marina site.

30.35 **Sec. 18. HUMAN SERVICES**

31.1	<u>Subdivision 1. Total Appropriation</u>	<u>\$ 19,150,000</u>
31.2	<u>To the commissioner of administration, or</u>	
31.3	<u>other named entity, for the purposes specified</u>	
31.4	<u>in this section.</u>	
31.5	<u>Subd. 2. Asset Preservation</u>	<u>7,200,000</u>
31.6	<u>For asset preservation improvements and</u>	
31.7	<u>betterments of a capital nature at Department</u>	
31.8	<u>of Human Services facilities statewide, to be</u>	
31.9	<u>spent in accordance with Minnesota Statutes,</u>	
31.10	<u>section 16B.307.</u>	
31.11	<u>Subd. 3. St. Peter Water and Sewer Upgrades</u>	<u>1,050,000</u>
31.12	<u>To design upgrades and the replacement of</u>	
31.13	<u>water, sanitary, and storm sewer infrastructure</u>	
31.14	<u>at the St. Peter Campus.</u>	
31.15	<u>Subd. 4. Early Childhood Learning and Child</u>	
31.16	<u>Protection Facilities</u>	<u>900,000</u>
31.17	<u>To the commissioner of human services for</u>	
31.18	<u>grants under Minnesota Statutes, section</u>	
31.19	<u>256E.37, to predesign, design, construct,</u>	
31.20	<u>renovate, furnish, and equip early childhood</u>	
31.21	<u>learning facilities.</u>	
31.22	<u>Subd. 5. Regional Behavioral Health Crisis</u>	
31.23	<u>Facilities</u>	<u>10,000,000</u>
31.24	<u>(a) To the commissioner of human services,</u>	
31.25	<u>for grants under Minnesota Statutes, section</u>	
31.26	<u>245G.011.</u>	
31.27	<u>(b) Notwithstanding Minnesota Statutes,</u>	
31.28	<u>section 245G.011, subdivision 4, \$6,000,000</u>	
31.29	<u>of this appropriation is for a grant to Dakota</u>	
31.30	<u>County for a behavioral health crisis facility</u>	
31.31	<u>in Dakota County.</u>	

32.1 (c) \$2,500,000 of this appropriation is for a
32.2 grant to the Human Development Center for
32.3 a behavioral health crisis facility in Duluth.

32.4 Sec. 19. **VETERANS AFFAIRS**

32.5 Subdivision 1. **Total Appropriation** **\$ 90,125,000**

32.6 To the commissioner of administration for the
32.7 purposes specified in this section.

32.8 Subd. 2. **Asset Preservation** **12,360,000**

32.9 For asset preservation improvements and
32.10 betterments of a capital nature at the veterans
32.11 homes in Minneapolis, Hastings, Fergus Falls,
32.12 Silver Bay, Luverne, and the state veterans
32.13 cemeteries at Little Falls, Preston, and Duluth,
32.14 to be spent in accordance with Minnesota
32.15 Statutes, section 16B.307.

32.16 Subd. 3. **Hastings Veterans Home Campus**
32.17 **Upgrade** **77,765,000**

32.18 To predesign, design, construct, and equip the
32.19 replacement of administrative and residential
32.20 buildings and infrastructure at the Minnesota
32.21 Veterans Home - Hastings Campus. This
32.22 appropriation includes money to design and
32.23 complete demolition of all or portions of
32.24 buildings and other structures deemed
32.25 unnecessary or undesirable for the
32.26 development of the project, site preparation,
32.27 asbestos removal and hazardous materials
32.28 abatement, and the furnishing and equipping
32.29 of the new buildings. The commissioner of
32.30 veterans affairs may apply for federal funding
32.31 for this project.

32.32 Sec. 20. **CORRECTIONS**

32.33 Subdivision 1. **Total Appropriation** **\$ 34,292,000**

33.1	<u>To the commissioner of administration for the</u>		
33.2	<u>purposes specified in this section.</u>		
33.3	<u>Subd. 2. Asset Preservation</u>		<u>33,800,000</u>
33.4	<u>For asset preservation improvement and</u>		
33.5	<u>betterments of a capital nature at the</u>		
33.6	<u>Minnesota correctional facilities statewide to</u>		
33.7	<u>be spent in accordance with Minnesota</u>		
33.8	<u>Statutes, section 16B.307.</u>		
33.9	<u>Subd. 3. Minnesota Correctional Facility - Lino</u>		
33.10	<u>Lakes</u>		<u>492,000</u>
33.11	<u>To design renovations to an existing building,</u>		
33.12	<u>including but not limited to building system</u>		
33.13	<u>upgrades and hazardous materials abatement,</u>		
33.14	<u>at the Minnesota Correctional Facility - Lino</u>		
33.15	<u>Lakes for an incarcerated persons</u>		
33.16	<u>programming and support space.</u>		
33.17	<u>Subd. 4. Unspent Appropriations</u>		
33.18	<u>The unspent portion of an appropriation for a</u>		
33.19	<u>Department of Corrections project in this</u>		
33.20	<u>section that is complete, upon written notice</u>		
33.21	<u>to the commissioner of management and</u>		
33.22	<u>budget, is available for asset preservation</u>		
33.23	<u>under Minnesota Statutes, section 16B.307.</u>		
33.24	<u>Minnesota Statutes, section 16A.642, applies</u>		
33.25	<u>from the date of the original appropriation to</u>		
33.26	<u>the unspent amount transferred.</u>		
33.27	<u>Sec. 21. EMPLOYMENT AND ECONOMIC</u>		
33.28	<u>DEVELOPMENT</u>		
33.29	<u>Subdivision 1. Total Appropriation</u>	<u>\$</u>	<u>21,500,000</u>
33.30	<u>To the commissioner of employment and</u>		
33.31	<u>economic development for the purposes</u>		
33.32	<u>specified in this section.</u>		
33.33	<u>Subd. 2. Greater Minnesota Business</u>		
33.34	<u>Development Public Infrastructure</u>		<u>10,000,000</u>

34.1	<u>For grants under Minnesota Statutes, section</u>	
34.2	<u>116J.431.</u>	
34.3	<u>Subd. 3. Innovative Business Development Public</u>	
34.4	<u>Infrastructure</u>	<u>1,500,000</u>
34.5	<u>For grants under Minnesota Statutes, section</u>	
34.6	<u>116J.435.</u>	
34.7	<u>Subd. 4. Transportation Economic Development</u>	
34.8	<u>Infrastructure</u>	<u>1,500,000</u>
34.9	<u>For grants under Minnesota Statutes, section</u>	
34.10	<u>116J.436.</u>	
34.11	<u>Subd. 5. Greater Minnesota Child Care</u>	
34.12	<u>Facilities</u>	<u>900,000</u>
34.13	<u>For grants under Minnesota Statutes, section</u>	
34.14	<u>116J.417.</u>	
34.15	<u>Subd. 6. Apple Valley; Inclusive Playground</u>	<u>1,410,000</u>
34.16	<u>For a grant to the city of Apple Valley to</u>	
34.17	<u>predesign, design, construct, furnish, and</u>	
34.18	<u>equip an inclusive and accessible playground</u>	
34.19	<u>in the city of Apple Valley. "Inclusive and</u>	
34.20	<u>accessible playground" as used in this</u>	
34.21	<u>subdivision means a playground, planned and</u>	
34.22	<u>designed in partnership with community</u>	
34.23	<u>stakeholders, designed to be safe and</u>	
34.24	<u>accessible to all children including those with</u>	
34.25	<u>intellectual, developmental, or physical</u>	
34.26	<u>disabilities.</u>	
34.27	<u>Subd. 7. Belle Plaine; Public Infrastructure</u>	<u>3,000,000</u>
34.28	<u>For a grant to the city of Belle Plaine to</u>	
34.29	<u>design, construct, furnish, and equip the</u>	
34.30	<u>rehabilitation and replacement of aging public</u>	
34.31	<u>infrastructure in the central business district</u>	
34.32	<u>of Belle Plaine, including streets, lighting,</u>	
34.33	<u>sidewalks, regional transportation connections,</u>	

35.1	<u>sanitary sewer conveyance systems, and storm</u>		
35.2	<u>sewer collection and conveyance systems.</u>		
35.3	<u>Subd. 8. International Falls; Regional Health</u>		
35.4	<u>and Wellness Center</u>		<u>1,000,000</u>
35.5	<u>For a grant to the city of International Falls to</u>		
35.6	<u>design an expansion to the Kerry Park</u>		
35.7	<u>Recreation Center to create a regional health</u>		
35.8	<u>and wellness center that will provide space for</u>		
35.9	<u>health, wellness, and community gathering</u>		
35.10	<u>opportunities.</u>		
35.11	<u>Subd. 9. Oak Park Heights; Redevelopment</u>		<u>2,190,000</u>
35.12	<u>For a grant to the city of Oak Park Heights to</u>		
35.13	<u>acquire property and to predesign and design</u>		
35.14	<u>public infrastructure for development of the</u>		
35.15	<u>Allen S. King power plant site in the city.</u>		
35.16	<u>Public infrastructure includes clean water</u>		
35.17	<u>systems, sanitary sewer systems, stormwater</u>		
35.18	<u>systems, roads, trails, and sidewalks.</u>		
35.19	<u>Sec. 22. IRON RANGE RESOURCES AND</u>		
35.20	<u>REHABILITATION</u>	\$	<u>12,229,000</u>
35.21	<u>To the Department of Iron Range Resources</u>		
35.22	<u>and Rehabilitation to acquire, upgrade,</u>		
35.23	<u>construct, and install a snowmaking</u>		
35.24	<u>infrastructure system, including associated</u>		
35.25	<u>equipment, that will replace aging water lines</u>		
35.26	<u>at Giants Ridge and aid in fire suppression.</u>		
35.27	<u>Sec. 23. PUBLIC FACILITIES AUTHORITY</u>		
35.28	<u>Subdivision 1. Total Appropriation</u>	\$	<u>319,310,000</u>
35.29	<u>To the Public Facilities Authority for the</u>		
35.30	<u>purposes specified in this section.</u>		
35.31	<u>Subd. 2. State Match for Federal Grants to State</u>		
35.32	<u>Revolving Loan Programs</u>		<u>41,000,000</u>
35.33	<u>To match federal capitalization grants for the</u>		
35.34	<u>clean water revolving fund under Minnesota</u>		

- 36.1 Statutes, section 446A.07, and the drinking
36.2 water revolving fund under Minnesota
36.3 Statutes, section 446A.081. This appropriation
36.4 must be used for qualified capital projects.
- 36.5 **Subd. 3. Water Infrastructure Funding Program** **87,200,000**
- 36.6 (a) For grants to eligible municipalities under
36.7 the water infrastructure funding program under
36.8 Minnesota Statutes, section 446A.072.
- 36.9 (b) \$52,000,000 is for wastewater projects
36.10 listed on the Pollution Control Agency's
36.11 project priority list in the fundable range under
36.12 the clean water revolving fund program.
- 36.13 (c) \$35,200,000 is for drinking water projects
36.14 listed on the commissioner of health's project
36.15 priority list in the fundable range under the
36.16 drinking water revolving fund program.
- 36.17 (d) After all eligible projects under paragraph
36.18 (b) or (c) have been funded in a fiscal year,
36.19 the Public Facilities Authority may transfer
36.20 any remaining, uncommitted money to eligible
36.21 projects under a program defined in paragraph
36.22 (b) or (c) based on that program's project
36.23 priority list.
- 36.24 **Subd. 4. Point Source Implementation Grants**
36.25 **Program** **80,000,000**
- 36.26 For grants to eligible municipalities under the
36.27 point source implementation grants program
36.28 under Minnesota Statutes, section 446A.073.
36.29 This appropriation must be used for qualified
36.30 capital projects.
- 36.31 **Subd. 5. Albert Lea; Wastewater Treatment**
36.32 **Facility Improvements** **2,000,000**
- 36.33 For a grant to the city of Albert Lea to
36.34 construct and equip the preliminary treatment

37.1 building at the city's wastewater treatment
 37.2 facility. This appropriation includes money
 37.3 for construction, renovation, repairs, and
 37.4 replacement of infrastructure, equipment, and
 37.5 other components of the facility's wastewater
 37.6 preliminary treatment systems including
 37.7 improvements to receive raw sanitary sewage
 37.8 at the wastewater treatment facility.
 37.9 Improvements include, but are not limited to,
 37.10 monitoring the influent flow and loadings, and
 37.11 for the removal of grit from the sewage stream
 37.12 utilizing vortex channels. Site improvements
 37.13 include buildings and other structures as well
 37.14 as the costs of demolition associated with this
 37.15 phase of the project.

37.16 Subd. 6. **Arden Hills; Water and Sewer**
 37.17 **Improvements**

510,000

37.18 For a grant to the city of Arden Hills to
 37.19 construct water main and sanitary sewer
 37.20 replacement and improvements at the
 37.21 intersection of County Road E and Old
 37.22 Highway 10 (also known as Snelling Avenue
 37.23 North or County State-Aid Highway 76).

37.24 Subd. 7. **Babbitt; Water, Sewer, and Utility**
 37.25 **Improvements**

2,000,000

37.26 For a grant to the city of Babbitt to predesign,
 37.27 design, construct, and equip extensions of
 37.28 clean water, sanitary sewer, storm sewer, and
 37.29 utilities throughout the city. This appropriation
 37.30 also includes money for a new lift station,
 37.31 electrical and lighting infrastructure, and street
 37.32 construction and reconstruction for the West
 37.33 Development Housing Project.

38.1	<u>Subd. 8. Bagley; Drinking Water and Sanitary</u>	
38.2	<u>Sewer Improvements</u>	<u>7,200,000</u>
38.3	<u>For a grant to the city of Bagley to predesign,</u>	
38.4	<u>design, engineer, construct, reconstruct, and</u>	
38.5	<u>rehabilitate drinking water infrastructure,</u>	
38.6	<u>including replacement of a water main and</u>	
38.7	<u>sanitary sewer infrastructure.</u>	
38.8	<u>Subd. 9. Brainerd; Water Treatment Facility</u>	
38.9	<u>Improvements</u>	<u>5,000,000</u>
38.10	<u>For a grant to the city of Brainerd to design,</u>	
38.11	<u>construct, and equip a new backwash</u>	
38.12	<u>collection, detention, and reclaim system for</u>	
38.13	<u>the city's municipal water treatment facility.</u>	
38.14	<u>Subd. 10. Clearbrook; Water Infrastructure</u>	
38.15	<u>Improvements</u>	<u>5,500,000</u>
38.16	<u>For a grant to the city of Clearbrook to</u>	
38.17	<u>construct, rehabilitate, and equip capital</u>	
38.18	<u>improvements to the city's water infrastructure.</u>	
38.19	<u>This appropriation includes money for water</u>	
38.20	<u>tower rehabilitation and water treatment</u>	
38.21	<u>facility upgrades.</u>	
38.22	<u>Subd. 11. Cloquet; Water Infrastructure</u>	
38.23	<u>Expansion</u>	<u>5,000,000</u>
38.24	<u>For a grant to the city of Cloquet to design and</u>	
38.25	<u>construct capital improvements to the Lake</u>	
38.26	<u>Superior water transmission line from Lake</u>	
38.27	<u>Superior to the city of Cloquet. This</u>	
38.28	<u>appropriation includes money for electrical</u>	
38.29	<u>infrastructure upgrades at Pump Station No.</u>	
38.30	<u>2 and the renovation and repair of the Harris</u>	
38.31	<u>and Wagtskjold Reservoirs.</u>	
38.32	<u>Subd. 12. East Gull Lake; Wastewater</u>	
38.33	<u>Treatment Facility Improvements</u>	<u>2,900,000</u>
38.34	<u>For a grant to the city of East Gull Lake to</u>	
38.35	<u>design, construct, and equip capital</u>	

39.1	<u>improvements to the South Pine Beach</u>	
39.2	<u>wastewater treatment plant. This appropriation</u>	
39.3	<u>includes the decommissioning of the North</u>	
39.4	<u>Gull Point wastewater treatment facility and</u>	
39.5	<u>wastewater force main rerouting.</u>	
39.6	<u>Subd. 13. Elk River; Sewer Improvements</u>	<u>1,100,000</u>
39.7	<u>For a grant to the city of Elk River to</u>	
39.8	<u>decommission a failed subsurface sewage</u>	
39.9	<u>treatment system in the northeast part of the</u>	
39.10	<u>city, remediate associated contaminated soil,</u>	
39.11	<u>and acquire easements, design, and construct</u>	
39.12	<u>a lift station that will connect the existing</u>	
39.13	<u>low-pressure sanitary force main in the</u>	
39.14	<u>northeast part of the city to the city's existing</u>	
39.15	<u>sewer system.</u>	
39.16	<u>Subd. 14. Grand Rapids; Water Treatment</u>	
39.17	<u>Facility Renovation</u>	<u>2,500,000</u>
39.18	<u>For a grant to the city of Grand Rapids to</u>	
39.19	<u>design, construct, and equip capital</u>	
39.20	<u>improvements to the municipal water</u>	
39.21	<u>treatment plant and related infrastructure</u>	
39.22	<u>necessary to renovate the existing facility and</u>	
39.23	<u>expand water treatment capacity for residential</u>	
39.24	<u>and commercial users. This appropriation</u>	
39.25	<u>includes money for facility improvements,</u>	
39.26	<u>including a new roof and HVAC system,</u>	
39.27	<u>upgrades to well pumps, construction of secure</u>	
39.28	<u>well houses, and other improvements and</u>	
39.29	<u>betterments of a capital nature connected with</u>	
39.30	<u>the water treatment plant.</u>	
39.31	<u>Subd. 15. Lino Lakes; Water Treatment Plant</u>	
39.32	<u>and Accompanying Water Utility Infrastructure</u>	<u>13,500,000</u>
39.33	<u>For a grant to the city of Lino Lakes to design,</u>	
39.34	<u>engineer, construct, furnish, and equip a water</u>	

40.1	<u>treatment facility, including accompanying</u>	
40.2	<u>water utility infrastructure.</u>	
40.3	<u>Subd. 16. Mankato; Water Treatment</u>	<u>25,000,000</u>
40.4	<u>For a grant to the city of Mankato for site</u>	
40.5	<u>preparation and to construct upgrades to the</u>	
40.6	<u>city's regional water resource recovery facility,</u>	
40.7	<u>including the disinfection upgrades improving</u>	
40.8	<u>water quality of the discharge to the Minnesota</u>	
40.9	<u>River.</u>	
40.10	<u>Subd. 17. Medicine Lake; Public Water System</u>	<u>3,500,000</u>
40.11	<u>For a grant to the city of Medicine Lake to</u>	
40.12	<u>design and construct capital improvements to</u>	
40.13	<u>the Medicine Lake public water system to</u>	
40.14	<u>meet Department of Health drinking water</u>	
40.15	<u>standards. This appropriation includes</u>	
40.16	<u>construction and reconstruction of drinking</u>	
40.17	<u>water and wastewater collection systems,</u>	
40.18	<u>associated street improvements, and</u>	
40.19	<u>improvements for hydrant fire safety and</u>	
40.20	<u>suppression.</u>	
40.21	<u>Subd. 18. Monticello; Water Treatment Facility</u>	
40.22	<u>and Infrastructure</u>	<u>11,000,000</u>
40.23	<u>For a grant to the city of Monticello to design,</u>	
40.24	<u>engineer, construct, furnish, and equip a water</u>	
40.25	<u>treatment facility, including accompanying</u>	
40.26	<u>water utility infrastructure.</u>	
40.27	<u>Subd. 19. Morristown; Water and Sewer</u>	
40.28	<u>Infrastructure</u>	<u>1,500,000</u>
40.29	<u>For a grant to the city of Morristown for</u>	
40.30	<u>predesign, design, and reconstruction of water</u>	
40.31	<u>mains, storm sewer collection systems, streets,</u>	
40.32	<u>and for other drinking water system</u>	
40.33	<u>improvements necessary to increase water</u>	

41.1	<u>pressure and volume and to reduce inflow and</u>	
41.2	<u>infiltration.</u>	
41.3	<u>Subd. 20. Osseo; Lift Stations</u>	<u>1,600,000</u>
41.4	<u>For a grant to the city of Osseo to predesign,</u>	
41.5	<u>design, construct, and equip the renovation of</u>	
41.6	<u>three lift stations in the city of Osseo,</u>	
41.7	<u>including replacement of the HVAC systems,</u>	
41.8	<u>replacement of and upgrades to the equipment,</u>	
41.9	<u>and improvements to ensure the structural</u>	
41.10	<u>soundness of the lift stations.</u>	
41.11	<u>Subd. 21. Owatonna; Water Treatment Facility</u>	
41.12	<u>Expansion</u>	<u>11,000,000</u>
41.13	<u>For a grant to the city of Owatonna to design,</u>	
41.14	<u>construct, and equip improvements to expand</u>	
41.15	<u>and upgrade the city's wastewater treatment</u>	
41.16	<u>facility.</u>	
41.17	<u>Subd. 22. Rice Lake; Water, Sewer, and Utilities</u>	
41.18	<u>Extension</u>	<u>1,800,000</u>
41.19	<u>For a grant to the city of Rice Lake to acquire</u>	
41.20	<u>land for and predesign, design, construct,</u>	
41.21	<u>furnish, and equip extensions of clean water,</u>	
41.22	<u>sanitary sewer, storm sewer, and utilities,</u>	
41.23	<u>including a lift station, in the city of Rice</u>	
41.24	<u>Lake.</u>	
41.25	<u>Subd. 23. South Haven; Drinking Water</u>	
41.26	<u>Improvements</u>	<u>3,500,000</u>
41.27	<u>For a grant to the city of South Haven to</u>	
41.28	<u>design, engineer, construct, and equip</u>	
41.29	<u>improvements and upgrades to the city's clean</u>	
41.30	<u>drinking water system, including the</u>	
41.31	<u>replacement of water mains, service lines,</u>	
41.32	<u>meters, and improvements to lift stations and</u>	
41.33	<u>main lift station access road.</u>	

42.1	<u>Subd. 24. St. Michael; Wastewater Treatment</u>	
42.2	<u>System Improvements</u>	<u>5,000,000</u>
42.3	<u>For a grant to the city of St. Michael to design</u>	
42.4	<u>and construct wastewater infrastructure system</u>	
42.5	<u>improvements.</u>	
42.6	<u>Sec. 24. MINNESOTA HOUSING FINANCE</u>	
42.7	<u>AGENCY</u>	
42.8	<u>Subdivision 1. Total Appropriation</u>	<u>\$ 44,868,000</u>
42.9	<u>To the Minnesota Housing Finance Agency</u>	
42.10	<u>for the purposes specified in this section.</u>	
42.11	<u>Subd. 2. Rehabilitation to Preserve Public</u>	
42.12	<u>Housing</u>	<u>41,868,000</u>
42.13	<u>For transfer to the housing development fund</u>	
42.14	<u>to finance the costs of rehabilitation to</u>	
42.15	<u>preserve public housing under Minnesota</u>	
42.16	<u>Statutes, section 462A.202, subdivision 3a.</u>	
42.17	<u>For purposes of this section, "public housing"</u>	
42.18	<u>means housing for low-income persons and</u>	
42.19	<u>households financed by the federal</u>	
42.20	<u>government and publicly owned. Priority may</u>	
42.21	<u>be given to proposals that maximize nonstate</u>	
42.22	<u>resources to finance the capital costs and</u>	
42.23	<u>requests that prioritize health, safety, and</u>	
42.24	<u>energy improvements. The priority in</u>	
42.25	<u>Minnesota Statutes, section 462A.202,</u>	
42.26	<u>subdivision 3a, for projects to increase the</u>	
42.27	<u>supply of affordable housing and the</u>	
42.28	<u>restrictions of Minnesota Statutes, section</u>	
42.29	<u>462A.202, subdivision 7, do not apply to this</u>	
42.30	<u>appropriation.</u>	
42.31	<u>Subd. 3. Greater Minnesota Housing</u>	
42.32	<u>Infrastructure</u>	<u>3,000,000</u>
42.33	<u>For transfer to the housing development fund</u>	
42.34	<u>for the greater Minnesota housing</u>	

43.1	<u>infrastructure grant program under Laws 2023,</u>		
43.2	<u>chapter 37, article 2, section 7.</u>		
43.3	Sec. 25. <u>MINNESOTA HISTORICAL</u>		
43.4	<u>SOCIETY</u>		
43.5	<u>Subdivision 1. Total Appropriation</u>	\$	<u>6,025,000</u>
43.6	<u>To the Minnesota Historical Society for the</u>		
43.7	<u>purposes specified in this section.</u>		
43.8	<u>Subd. 2. Historic Sites Asset Preservation</u>		<u>5,000,000</u>
43.9	<u>For capital improvements and betterments at</u>		
43.10	<u>state historic sites, buildings, landscaping at</u>		
43.11	<u>historic buildings, exhibits, markers, and</u>		
43.12	<u>monuments, to be spent in accordance with</u>		
43.13	<u>Minnesota Statutes, section 16B.307. The</u>		
43.14	<u>society shall determine project priorities as</u>		
43.15	<u>appropriate based on need.</u>		
43.16	<u>Subd. 3. County and Local Preservation Grants</u>		<u>1,000,000</u>
43.17	<u>For grants to county and local jurisdictions as</u>		
43.18	<u>matching money for historic preservation</u>		
43.19	<u>projects of a capital nature, as provided in</u>		
43.20	<u>Minnesota Statutes, section 138.0525.</u>		
43.21	<u>Subd. 4. Lower Sioux Agency Historic Site Bond</u>		
43.22	<u>Defeasance</u>		<u>25,000</u>
43.23	<u>From the general fund to the commissioner of</u>		
43.24	<u>management and budget, in contemplation of</u>		
43.25	<u>a future transfer of land and facilities at the</u>		
43.26	<u>Lower Sioux Agency Historic Site to the</u>		
43.27	<u>Lower Sioux Community, to prepay and</u>		
43.28	<u>defease any outstanding state general</u>		
43.29	<u>obligation bonds used for improvements and</u>		
43.30	<u>betterments at Lower Sioux Agency Historic</u>		
43.31	<u>Site and other associated financing costs. This</u>		
43.32	<u>amount may be deposited, invested, and</u>		
43.33	<u>applied to accomplish the purposes of this</u>		
43.34	<u>section as provided in Minnesota Statutes,</u>		

44.1 section 475.67, subdivisions 5 to 10 and 13.

44.2 Upon the prepayment and defeasance of all

44.3 associated debt on the real property and

44.4 improvements, all conditions set forth in

44.5 Minnesota Statutes, section 16A.695,

44.6 subdivision 3, shall be deemed to have been

44.7 satisfied and the real property and

44.8 improvements shall no longer constitute state

44.9 bond financed property under Minnesota

44.10 Statutes, section 16A.695.

44.11 Sec. 26. **BOND SALE EXPENSES** **\$** **1,564,000**

44.12 To the commissioner of management and

44.13 budget from the bond proceeds fund for bond

44.14 sale expenses under Minnesota Statutes,

44.15 section 16A.641, subdivision 8.

44.16 Sec. 27. **BOND SALE AUTHORIZATION.**

44.17 Subdivision 1. **Bond proceeds fund.** To provide the money appropriated in this act from

44.18 the bond proceeds fund, the commissioner of management and budget shall sell and issue

44.19 bonds of the state in an amount up to \$1,298,235,000 in the manner, upon the terms, and

44.20 with the effect prescribed by Minnesota Statutes, sections 16A.631 to 16A.675, and by the

44.21 Minnesota Constitution, article XI, sections 4 to 7.

44.22 Subd. 2. **Transportation fund.** To provide the money appropriated in this act from the

44.23 bond proceeds account in the state transportation fund, the commissioner of management

44.24 and budget shall sell and issue bonds of the state in an amount up to \$219,214,000 in the

44.25 manner, upon the terms, and with the effect prescribed by Minnesota Statutes, sections

44.26 16A.631 to 16A.675, and by the Minnesota Constitution, article XI, sections 4 to 7.

44.27 Sec. 28. **CANCELLATIONS; BOND SALE AUTHORIZATION REDUCTIONS.**

44.28 (a) The amounts of the general obligation bond proceeds appropriations listed in the

44.29 cancellation report submitted to the legislature in 2023, pursuant to Minnesota Statutes,

44.30 section 16A.642, are canceled on the effective date of this section, with the exception of

44.31 appropriations and related bond sale authorizations that are extended in article 3. The

44.32 corresponding bond sale authorizations are reduced by the same amounts. If an appropriation

44.33 in this section is canceled more than once, the cancellation must be given effect only once.

45.1 (b) The unobligated amount remaining from the appropriation in Laws 2020, Fifth
 45.2 Special Session chapter 3, article 1, section 12, subdivision 3, is canceled. The bond sale
 45.3 authorization in Laws 2020, Fifth Special Session chapter 3, article 1, section 26, subdivision
 45.4 1, is reduced by the same amount.

45.5 Sec. 29. **BOND SALE SCHEDULE.**

45.6 The commissioner of management and budget shall schedule the sale of state general
 45.7 obligation bonds so that, during the biennium ending June 30, 2025, no more than
 45.8 \$1,179,727,000 will need to be transferred from the general fund to the state bond fund to
 45.9 pay principal and interest due and to become due on outstanding state general obligation
 45.10 bonds. During the biennium, before each sale of state general obligation bonds, the
 45.11 commissioner of management and budget shall calculate the amount of debt service payments
 45.12 needed on bonds previously issued and shall estimate the amount of debt service payments
 45.13 that will be needed on the bonds scheduled to be sold. The commissioner shall adjust the
 45.14 amount of bonds scheduled to be sold so as to remain within the limit set by this section.
 45.15 The amount needed to make the debt service payments is appropriated from the general
 45.16 fund as provided in Minnesota Statutes, section 16A.641.

45.17 Sec. 30. **EFFECTIVE DATE.**

45.18 This article is effective the day following final enactment.

45.19 **ARTICLE 2**

45.20 **GENERAL FUND APPROPRIATIONS**

45.21 Section 1. **CAPITAL IMPROVEMENT APPROPRIATIONS.**

45.22 (a) The sums shown in the column under "Appropriations" are appropriated from the
 45.23 general fund in fiscal year 2024 to the state agencies or officials indicated, to be spent for
 45.24 public purposes. These are onetime appropriations. Money appropriated in this act is available
 45.25 until the project is completed or abandoned, subject to Minnesota Statutes, section 16A.642.

45.26 (b) For any project funded in whole or in part by this act, workers on the project must
 45.27 be paid at least the prevailing wage rate as defined in Minnesota Statutes, section 177.42,
 45.28 subdivision 6, and the project is subject to the requirements and enforcement provisions in
 45.29 Minnesota Statutes, sections 177.27, 177.30, 177.32, and 177.41 to 177.45. For the purposes
 45.30 of this act, "project" means demolition, erection, construction, remodeling, or repairing of
 45.31 a public building, facility, or other public work financed in whole or part by state funds.
 45.32 Project also includes demolition, erection, construction, remodeling, or repairing of a

46.1 building, facility, or public work when the acquisition of property, predesign, design, or
46.2 demolition is financed in whole or in part by state funds.

46.3 (c) Money appropriated in this act: (1) is available for a grant after the commissioner of
46.4 management and budget determines that an amount sufficient to complete the project as
46.5 described in this act has been committed to the project, as required by Minnesota Statutes,
46.6 section 16A.502; and (2) may be used to pay state agency staff costs that are attributed
46.7 directly to the capital program or project for capitalizable staff costs.

46.8 (d) The sustainable building guidelines under Minnesota Statutes, section 16B.325, are
46.9 mandatory for all new buildings and major renovations owned or to be owned by the state,
46.10 state agencies, Minnesota State Colleges and Universities, and the University of Minnesota
46.11 that are funded with an appropriation in this act.

46.12 (e) Recipients of grants from money appropriated in this article must demonstrate to the
46.13 commissioner of the agency making the grant that the recipient has the ability and a plan
46.14 to fund the program intended for the facility. This paragraph does not apply to state agencies.

46.15 **Sec. 2. MINNESOTA STATE COLLEGES AND**
46.16 **UNIVERSITIES**

\$ 1,347,000

46.17 To the board of trustees of the Minnesota State
46.18 Colleges and Universities to design the
46.19 renovation of space for Career and Technical
46.20 Education programs at the Heintz Center at
46.21 Rochester Community and Technical College.

46.22 **Sec. 3. NATURAL RESOURCES.**

46.23 **Subdivision 1. Total Appropriation**

\$ 36,204,000

46.24 To the commissioner of natural resources for
46.25 the purposes specified in this section.

46.26 **Subd. 2. Acquisition and Betterment of Public**
46.27 **Lands**

2,500,000

46.28 (a) For the betterment of public lands and
46.29 other improvements of a capital nature. The
46.30 commissioner shall determine project priorities
46.31 as appropriate under Minnesota Statutes,
46.32 section 86A.12. Reforestation shall be
46.33 conducted in accordance with Minnesota
46.34 Statutes, section 89.002, subdivision 2.

47.1 (b) For acquisition of public lands for the
47.2 purposes described in Minnesota Statutes,
47.3 section 86A.12, subdivision 2. The
47.4 commissioner shall determine project priorities
47.5 as appropriate under Minnesota Statutes,
47.6 section 86A.12.

47.7 **Subd. 3. Blufflands State Trail** 4,000,000

47.8 For acquisition of land and construction of, as
47.9 well as other costs associated with, the
47.10 extension of a segment of the Blufflands trail
47.11 system under Minnesota Statutes, section
47.12 85.015, subdivision 7, from Harmony to the
47.13 Iowa border, including a connection to Niagara
47.14 Cave in Fillmore County.

47.15 **Subd. 4. Crosslake; National Loon Center** 2,500,000

47.16 For a grant to the city of Crosslake for site
47.17 preparation and to predesign, design,
47.18 construct, furnish, and equip a new building
47.19 and adjacent outdoor public space
47.20 improvements, including surface lot parking
47.21 areas, in the city of Crosslake to house a
47.22 national loon center, to provide visitor,
47.23 education, and exhibit facilities for the general
47.24 public.

47.25 **Subd. 5. Forest Lake; Flood Hazard Mitigation** 5,700,000

47.26 For a grant to the city of Forest Lake to
47.27 acquire property and design capital
47.28 improvements for stormwater management,
47.29 flood control, climate preparedness, and parks
47.30 to achieve flood management and water
47.31 quality goals and protect surrounding and
47.32 downstream communities.

48.1	<u>Subd. 6. Gaylord; Lake Titlow Dam</u>	<u>500,000</u>
48.2	<u>For a grant under Minnesota Statutes, sections</u>	
48.3	<u>103G.511 to 103G.515, to the city of Gaylord</u>	
48.4	<u>for replacement of the Lake Titlow Dam.</u>	
48.5	<u>Subd. 7. Kasson; Flood Hazard Mitigation</u>	<u>5,000,000</u>
48.6	<u>For a grant to the city of Kasson to acquire</u>	
48.7	<u>property and easements, design, engineer,</u>	
48.8	<u>obtain permits for, construct, furnish, and</u>	
48.9	<u>equip a stormwater impoundment</u>	
48.10	<u>infrastructure and to design, engineer,</u>	
48.11	<u>construct, furnish, and equip the replacement</u>	
48.12	<u>and renovation of sanitary sewer and</u>	
48.13	<u>stormwater infrastructure and systems and a</u>	
48.14	<u>water main, and restore roadways in a portion</u>	
48.15	<u>of the city of Kasson.</u>	
48.16	<u>Subd. 8. Otter Tail County; Glacial Edge Trail</u>	<u>939,000</u>
48.17	<u>For a grant to Otter Tail County to predesign,</u>	
48.18	<u>design, and construct the Maplewood State</u>	
48.19	<u>Park segment of the Glacial Edge Regional</u>	
48.20	<u>Trail.</u>	
48.21	<u>Subd. 9. Lake Shamineau Improvement District;</u>	
48.22	<u>High Water Mitigation</u>	<u>3,000,000</u>
48.23	<u>For a grant under Minnesota Statutes, section</u>	
48.24	<u>103F.161, to the Lake Shamineau Lake</u>	
48.25	<u>Improvement District to construct publicly</u>	
48.26	<u>owned capital improvements necessary to</u>	
48.27	<u>prevent or alleviate flooding outlined in the</u>	
48.28	<u>Lake Shamineau High Water Mitigation</u>	
48.29	<u>Project.</u>	
48.30	<u>Subd. 10. Scott County; Merriam Junction Trail</u>	
48.31	<u>and Riverbank Stabilization</u>	<u>4,000,000</u>
48.32	<u>For a grant to Scott County to predesign,</u>	
48.33	<u>design, construct, furnish, and equip the</u>	

49.1 Merriam Junction riverbank stabilization
 49.2 project. The project will:
 49.3 (1) stabilize the Minnesota River riverbank
 49.4 along the former UP Rail Line from the city
 49.5 of Carver to Merriam Junction in Scott County
 49.6 to reduce erosion and protect the adjacent
 49.7 Minnesota State Trail and planned regional
 49.8 trail alignment; and
 49.9 (2) stabilize the Minnesota River riverbank to
 49.10 protect historic Native American cultural
 49.11 resources, public property, and natural
 49.12 resources, and improve water quality of the
 49.13 impaired river segment.
 49.14 **Subd. 11. Rochester; Willow Creek Trail**
 49.15 For a grant to the city of Rochester to
 49.16 predesign, design, engineer, construct, furnish,
 49.17 and equip a paved trail to extend the Rochester
 49.18 Trail network approximately 2.5 miles from
 49.19 28th Street SE to Gamehaven Regional Park
 49.20 and the future extension of the Bluestem Trail
 49.21 to Stewartville. This project includes a trail
 49.22 crossing under U.S. Highway 52,
 49.23 property/easement acquisition, trail
 49.24 rehabilitation, creek crossing, trail
 49.25 construction, installation of trail wayfinding
 49.26 and rest areas, and a trailhead located at
 49.27 Gamehaven Regional Park. In addition,
 49.28 expenditures made by the city before
 49.29 enactment of this subdivision related to
 49.30 predesign, design, and engineering are
 49.31 included in the nonstate contribution to the
 49.32 project.

1,750,000

50.1	<u>Subd. 12. Roseau; Flood Hazard Mitigation</u>	<u>1,915,000</u>
50.2	<u>For a grant to the city of Roseau to design,</u>	
50.3	<u>engineer, and construct an upgraded storm</u>	
50.4	<u>sewer system in a portion of the city of</u>	
50.5	<u>Roseau.</u>	
50.6	<u>Subd. 13. Sartell; Flood Hazard Mitigation</u>	<u>2,500,000</u>
50.7	<u>For a grant to the city of Sartell for flood</u>	
50.8	<u>hazard mitigation projects, which may include</u>	
50.9	<u>the design and construction of an open channel</u>	
50.10	<u>ditch and high capacity box culvert,</u>	
50.11	<u>replacement of other existing culverts, an</u>	
50.12	<u>outlet to Baker's Lake, and the completion of</u>	
50.13	<u>additional capital improvements necessary for</u>	
50.14	<u>flood hazard mitigation within the North</u>	
50.15	<u>Central Watab Watershed.</u>	
50.16	<u>Subd. 14. Sauk River Watershed District;</u>	
50.17	<u>Gravity Outlet Conveyance System</u>	<u>1,400,000</u>
50.18	<u>For a grant to the Sauk River Watershed</u>	
50.19	<u>District to design, construct, and equip a</u>	
50.20	<u>gravity outlet conveyance system, including</u>	
50.21	<u>an upstream control structure at the outlet</u>	
50.22	<u>location, to direct water from Long Lake in</u>	
50.23	<u>Birchdale Township in Todd County to Sauk</u>	
50.24	<u>Lake in Todd County to mitigate issues caused</u>	
50.25	<u>by high water levels in Long Lake.</u>	
50.26	<u>Subd. 15. Scott County; Public Water Access</u>	<u>500,000</u>
50.27	<u>For the rehabilitation and upgrading of public</u>	
50.28	<u>water access facilities in Scott County under</u>	
50.29	<u>Minnesota Statutes, section 97A.141,</u>	
50.30	<u>subdivision 3. Priority shall be given to launch</u>	
50.31	<u>ramp modifications required to address</u>	
50.32	<u>changing water surface elevations,</u>	
50.33	<u>accessibility, stormwater management, and</u>	
50.34	<u>facility improvements necessary to</u>	

51.1	<u>accommodate current recreational boating</u>		
51.2	<u>equipment.</u>		
51.3	Sec. 4. <u>POLLUTION CONTROL AGENCY</u>	\$	<u>2,100,000</u>
51.4	<u>To the Pollution Control Agency for a grant</u>		
51.5	<u>to Dodge County to construct, furnish, and</u>		
51.6	<u>equip a solid waste transfer station building</u>		
51.7	<u>at Dodge County's existing facility in</u>		
51.8	<u>Mantorville Township.</u>		
51.9	Sec. 5. <u>BOARD OF WATER AND SOIL</u>		
51.10	<u>RESOURCES</u>	\$	<u>2,000,000</u>
51.11	<u>To the Board of Water and Soil Resources for</u>		
51.12	<u>a grant to the city of Beardsley to remove and</u>		
51.13	<u>replace or to repair a portion of drain line in</u>		
51.14	<u>the gravity pipe system designed to remove</u>		
51.15	<u>excess water from Dry Lake and prevent</u>		
51.16	<u>flooding. The city must undertake this project</u>		
51.17	<u>in coordination with the Upper Minnesota</u>		
51.18	<u>River Watershed District.</u>		
51.19	Sec. 6. <u>PUBLIC SAFETY</u>	\$	<u>7,170,000</u>
51.20	<u>To the commissioner of public safety for a</u>		
51.21	<u>grant to the city of Lakeville to design,</u>		
51.22	<u>construct, furnish, and equip the renovation</u>		
51.23	<u>of an existing building for a new regional</u>		
51.24	<u>public safety training center in Lakeville to</u>		
51.25	<u>provide training facilities for first responders</u>		
51.26	<u>serving the south portion of the Twin Cities</u>		
51.27	<u>metropolitan area and adjacent cities and</u>		
51.28	<u>counties. The facility will include physical</u>		
51.29	<u>and virtual training areas, tactical training</u>		
51.30	<u>rooms, a firing range, classrooms, and meeting</u>		
51.31	<u>areas.</u>		
51.32	Sec. 7. <u>TRANSPORTATION.</u>		
51.33	Subdivision 1. <u>Total Appropriation</u>	\$	<u>69,215,000</u>

52.1	<u>To the commissioner of transportation for the</u>	
52.2	<u>purposes specified in this section.</u>	
52.3	<u>Subd. 2. U.S. Highway 14 and Olmsted CSAH</u>	
52.4	<u>44</u>	<u>5,000,000</u>
52.5	<u>To conduct environmental analysis, predesign,</u>	
52.6	<u>design, engineer, acquire right-of-way for,</u>	
52.7	<u>construct, furnish, and equip an interchange</u>	
52.8	<u>at marked U.S. Highway 14 and County</u>	
52.9	<u>State-Aid Highway 44, including a flyover at</u>	
52.10	<u>7th Street NW, in Olmsted County, and</u>	
52.11	<u>associated infrastructure and road work to</u>	
52.12	<u>accommodate the interchange.</u>	
52.13	<u>Subd. 3. Anoka County; Trunk Highway 65</u>	<u>25,000,000</u>
52.14	<u>For one or more grants to the city of Blaine,</u>	
52.15	<u>Anoka County, or both for the predesign,</u>	
52.16	<u>right-of-way acquisition, design, engineering,</u>	
52.17	<u>and construction of intersection improvements</u>	
52.18	<u>along Trunk Highway 65 at 99th Avenue</u>	
52.19	<u>Northeast, 105th Avenue Northeast, Anoka</u>	
52.20	<u>County State-Aid Highway 12 (109th Avenue</u>	
52.21	<u>Northeast), and 117th Avenue Northeast and</u>	
52.22	<u>the associated frontage roads, backage roads,</u>	
52.23	<u>connecting local streets, and utility</u>	
52.24	<u>infrastructure improvements, if necessary or</u>	
52.25	<u>required for the construction.</u>	
52.26	<u>Subd. 4. Baytown Township; Civil Air Patrol</u>	<u>150,000</u>
52.27	<u>For a grant to the town of Baytown to</u>	
52.28	<u>construct, renovate, and equip a hangar for the</u>	
52.29	<u>Civil Air Patrol at the Lake Elmo Airport.</u>	
52.30	<u>Subd. 5. Carver County; CSAH 18</u>	<u>6,240,000</u>
52.31	<u>For one or more grants to the cities of Victoria,</u>	
52.32	<u>Chaska, or Chanhassen or Carver County, or</u>	
52.33	<u>any combination of these entities, for property</u>	
52.34	<u>or permanent easement acquisition, predesign,</u>	

53.1 and design of construction of improvements
53.2 to Carver County State-Aid Highway 18,
53.3 known as West 82nd Street, from Bavaria
53.4 Road to marked Trunk Highway 41. This
53.5 project includes cross streets, off-street trails,
53.6 a bridge over a ravine and trail, and utility
53.7 relocations, installations, and connections.

53.8 **Subd. 6. Chisago County; U.S. Highway 8** 8,000,000

53.9 (a) For a grant to Chisago County to acquire
53.10 property, design, construct, and engineer the
53.11 reconstruction of marked U.S. Highway 8
53.12 from Karmel Avenue in Chisago City to
53.13 Interstate 35. This reconstruction may include
53.14 expanding segments of U.S. Highway 8 to
53.15 four lanes, constructing or reconstructing
53.16 frontage roads and backage roads, and
53.17 realigning local roads to consolidate, remove,
53.18 and relocate access onto and off of U.S.
53.19 Highway 8.

53.20 (b) Amounts planned by the Department of
53.21 Transportation for the resurfacing of U.S.
53.22 Highway 8, as reflected in the department's
53.23 Metro District 10-Year Capital Highway
53.24 Investment Plan 2020-2029, shall instead be
53.25 applied to the reconstruction of U.S. Highway
53.26 8 to supplement appropriations for that
53.27 purpose from any fund in this section.

53.28 **Subd. 7. Dundas; Trail Segments** 370,000

53.29 For a grant to the city of Dundas for predesign,
53.30 design, and construction of three trail segment
53.31 connections, with ADA-compliant features.
53.32 The trail segments would be located on the
53.33 south side of County Road 1 between Schilling
53.34 Drive and Trunk Highway 3; on the south side

54.1 of County Road 1 between Trunk Highway 3
54.2 and North Stafford Road; and on the East side
54.3 of Trunk Highway 3 between County Road 1
54.4 and the terminus of the existing trail.

54.5 **Subd. 8. Forest Lake; Road Improvements** 4,500,000

54.6 For a grant to the city of Forest Lake for
54.7 improvements to Eureka Avenue from State
54.8 Highway 97 to County Highway 32.
54.9 Improvements include predesign; design;
54.10 construction; replacement or repair and
54.11 installation of water, sewer, and storm sewer
54.12 utilities; street reconstruction, including
54.13 improvements on roads adjacent to the project
54.14 locations; and other improvements or upgrades
54.15 related to street work.

54.16 **Subd. 9. Greenfield; Road Improvements** 3,000,000

54.17 For a grant to the city of Greenfield to design,
54.18 engineer, construct, and reconstruct Greenfield
54.19 Road as a paved road from U.S. Highway 55
54.20 to County State-Aid Highway 10 (Woodland
54.21 Trail), and for associated stormwater
54.22 improvements.

54.23 **Subd. 10. Murray County; CSAH 13**
54.24 **Improvements** 4,200,000

54.25 For one or more grants to Murray County for
54.26 preliminary design, design, right-of-way
54.27 acquisition, and construction of a flood
54.28 mitigation and road-widening project to
54.29 include shared-use paths on County State-Aid
54.30 Highway 13 between marked U.S. Highway
54.31 59 and the end of County State-Aid Highway
54.32 13 on Keely Island near Lake Shetek. This
54.33 project includes constructing shared-use paths,
54.34 raising dikes, and relocating water main and
54.35 sanitary sewer infrastructure as necessary.

55.1	<u>Subd. 11. Ottertail; Tyler Wohlers Memorial</u>		
55.2	<u>Trail</u>		<u>55,000</u>
55.3	<u>For a grant to the city of Ottertail for the Tyler</u>		
55.4	<u>Wohlers Memorial Trail along state Trunk</u>		
55.5	<u>Highway 78 from Bay View Road to the</u>		
55.6	<u>Pelican Bay public water access.</u>		
55.7	<u>Subd. 12. Sherburne County; U.S. Highway 169</u>		
55.8	<u>Interchange</u>		<u>9,700,000</u>
55.9	<u>For a grant to Sherburne County for property</u>		
55.10	<u>acquisition, engineering, and construction for</u>		
55.11	<u>the local road portions of an interchange at</u>		
55.12	<u>marked U.S. Highway 169 and Sherburne</u>		
55.13	<u>County State-Aid Highway 4 in the city of</u>		
55.14	<u>Zimmerman.</u>		
55.15	<u>Subd. 13. Thief River Falls; Airport</u>		<u>3,000,000</u>
55.16	<u>For a grant to the Thief River Falls Regional</u>		
55.17	<u>Airport Authority. This appropriation is in</u>		
55.18	<u>addition to the appropriation for the same</u>		
55.19	<u>purpose in Laws 2020, Fifth Special Session</u>		
55.20	<u>chapter 3, section 16, subdivision 27.</u>		
55.21	<u>Sec. 8. CORRECTIONS</u>	<u>\$</u>	<u>10,000,000</u>
55.22	<u>To the commissioner of corrections for a grant</u>		
55.23	<u>to Carlton County to construct, furnish, and</u>		
55.24	<u>equip a new regional female offender and</u>		
55.25	<u>judicial center within the Carlton County</u>		
55.26	<u>Justice Center.</u>		
55.27	<u>Sec. 9. EMPLOYMENT AND ECONOMIC</u>		
55.28	<u>DEVELOPMENT.</u>		
55.29	<u>Subdivision 1. Total Appropriation</u>	<u>\$</u>	<u>26,210,000</u>
55.30	<u>To the commissioner of employment and</u>		
55.31	<u>economic development for the purposes</u>		
55.32	<u>specified in this section.</u>		

56.1	<u>Subd. 2. Aitkin County; Health and Human</u>	
56.2	<u>Services Building</u>	<u>2,000,000</u>
56.3	<u>For a grant to Aitkin County for the</u>	
56.4	<u>construction of the renovation and expansion</u>	
56.5	<u>of the Aitkin County Health and Human</u>	
56.6	<u>Services building, including the replacement</u>	
56.7	<u>of heating and cooling systems; renovating</u>	
56.8	<u>and repurposing existing spaces to provide</u>	
56.9	<u>secure interview spaces, Americans with</u>	
56.10	<u>Disabilities Act accessible restrooms, meeting</u>	
56.11	<u>spaces, and convertible work areas; renovation</u>	
56.12	<u>of the lobby; and providing increased security</u>	
56.13	<u>measures, including adding badge access,</u>	
56.14	<u>panic buttons, and clear escape routes.</u>	
56.15	<u>Subd. 3. Chaska; City Square West</u>	<u>5,425,000</u>
56.16	<u>For a grant to the city of Chaska to acquire</u>	
56.17	<u>property for the city of Chaska plaza and paseo</u>	
56.18	<u>areas, acquire property for the city of Chaska</u>	
56.19	<u>Public Parking, acquire property for the city</u>	
56.20	<u>of Chaska Mercado and Arts Consortium</u>	
56.21	<u>Space, and to construct the city of Chaska's</u>	
56.22	<u>plaza, paseo areas, Mercado and Arts</u>	
56.23	<u>Consortium Space and Public Parking of the</u>	
56.24	<u>city Square West redevelopment project.</u>	
56.25	<u>Subd. 4. Fergus Falls; Riverfront Corridor</u>	<u>4,000,000</u>
56.26	<u>For a grant to the city of Fergus Falls for Phase</u>	
56.27	<u>2, Part 2 improvements as part of the city's</u>	
56.28	<u>Riverfront Corridor Project. This appropriation</u>	
56.29	<u>includes money for acquisition of</u>	
56.30	<u>approximately 11.68 acres of land, and for the</u>	
56.31	<u>design, engineering, and construction of the</u>	
56.32	<u>river buffer trail system, including accessible</u>	
56.33	<u>public parking and other public amenities.</u>	
56.34	<u>This appropriation also includes money to</u>	
56.35	<u>design, engineer, and construct two rail</u>	

57.1	<u>crossings, one at Broadway Avenue and one</u>	
57.2	<u>at St. Andrews Street, to serve as access points</u>	
57.3	<u>to the river buffer parcel and provide safe</u>	
57.4	<u>motor vehicle and pedestrian crossing.</u>	
57.5	<u>Subd. 5. Forest Lake; Veterans Memorial</u>	<u>250,000</u>
57.6	<u>For a grant to the Forest Lake Veterans</u>	
57.7	<u>Memorial Committee to construct a memorial</u>	
57.8	<u>to veterans of the United States armed forces</u>	
57.9	<u>at Lakeside Memorial Park.</u>	
57.10	<u>Subd. 6. Parkers Prairie; Veterans Memorial</u>	
57.11	<u>Park</u>	<u>50,000</u>
57.12	<u>For a grant to the city of Parkers Prairie to</u>	
57.13	<u>design, construct, and equip site improvements</u>	
57.14	<u>and infrastructure for a veterans memorial park</u>	
57.15	<u>along marked Trunk Highway 29.</u>	
57.16	<u>Subd. 7. Scandia; Water Tower Barn Arts and</u>	
57.17	<u>Heritage Center</u>	<u>2,200,000</u>
57.18	<u>For a grant to the city of Scandia to predesign,</u>	
57.19	<u>design, construct, furnish, and equip the</u>	
57.20	<u>Scandia Water Tower Barn Arts and Heritage</u>	
57.21	<u>Center in the city of Scandia. This</u>	
57.22	<u>appropriation is for the reconstruction and</u>	
57.23	<u>rehabilitation of the historic Scandia water</u>	
57.24	<u>tower barn for reuse as a regional arts and</u>	
57.25	<u>heritage center, along with construction of an</u>	
57.26	<u>amphitheater and site improvements. This</u>	
57.27	<u>facility will be located adjacent to the</u>	
57.28	<u>Gammelgarden Museum and will complement</u>	
57.29	<u>the telling of the important story of the state's</u>	
57.30	<u>original Swedish immigrant community. The</u>	
57.31	<u>water tower barn is the state's only remaining</u>	
57.32	<u>water tower barn tank house and is eligible</u>	
57.33	<u>for listing on the National Register of Historic</u>	
57.34	<u>Places for its unique engineering significance</u>	
57.35	<u>and the role that tank house facilities played</u>	

58.1	<u>in the evolution from the agrarian to the early</u>	
58.2	<u>20th century mercantile economy.</u>	
58.3	<u>Subd. 8. St. Louis County; Mining Exhibit</u>	<u>385,000</u>
58.4	<u>For a grant to St. Louis County to design and</u>	
58.5	<u>construct a new permanent exhibit on mining</u>	
58.6	<u>at the St. Louis County Heritage and Arts</u>	
58.7	<u>Center, also known as the Depot, in the city</u>	
58.8	<u>of Duluth.</u>	
58.9	<u>Subd. 9. Rochester; Children's Museum</u>	<u>200,000</u>
58.10	<u>For a grant to the Rochester Children's</u>	
58.11	<u>Museum to increase access and engagement</u>	
58.12	<u>for diverse audiences through museum</u>	
58.13	<u>programs and exhibits that promote Minnesota</u>	
58.14	<u>arts, culture, and history.</u>	
58.15	<u>Subd. 10. Stillwater; Riverfront Park</u>	<u>6,000,000</u>
58.16	<u>For a grant to the city of Stillwater to</u>	
58.17	<u>predesign, design, construct, furnish, and</u>	
58.18	<u>equip improvements to downtown, St. Croix</u>	
58.19	<u>riverfront parks, and public spaces in the city</u>	
58.20	<u>of Stillwater. This appropriation is for an</u>	
58.21	<u>Americans with Disabilities Act-accessible,</u>	
58.22	<u>nonmotorized public boat launch and fishing</u>	
58.23	<u>pier; restoration of hardwood and prairie grass</u>	
58.24	<u>exploration areas, community gathering and</u>	
58.25	<u>picnic spaces, and connections to Browns</u>	
58.26	<u>Creek State Trail at Lumberjack Landing;</u>	
58.27	<u>rehabilitation of the Lowell Park gazebo to</u>	
58.28	<u>reconstruct failing foundation and restore</u>	
58.29	<u>historic features; development of the Chestnut</u>	
58.30	<u>Street Plaza for pedestrian and event area uses</u>	
58.31	<u>connecting to the regional trail system;</u>	
58.32	<u>archaeological enhancements, historic features</u>	
58.33	<u>interpretation, fishing pier, picnic area, surface</u>	
58.34	<u>parking, and boat launch facility at Bridgeview</u>	

59.1	<u>Park; rehabilitation of the Moritz Bergstein</u>	
59.2	<u>Shoddy Mill and Warehouse, listed on the</u>	
59.3	<u>National Register of Historic Places, for</u>	
59.4	<u>visitors and hospitality use; and public river</u>	
59.5	<u>access, public docking, and trail connections</u>	
59.6	<u>to the Stillwater Commercial Historic District,</u>	
59.7	<u>listed on the National Register of Historic</u>	
59.8	<u>Places, and regional trails from a transient</u>	
59.9	<u>dock.</u>	
59.10	<u>Subd. 11. Washington County Heritage Center</u>	<u>700,000</u>
59.11	<u>For a grant to the Washington County</u>	
59.12	<u>Historical Society, for capital improvements</u>	
59.13	<u>at the Washington County Heritage Center in</u>	
59.14	<u>the city of Stillwater to allow for proper</u>	
59.15	<u>storage of historical artifacts. This</u>	
59.16	<u>appropriation includes money for facility</u>	
59.17	<u>remodeling, replacement of the HVAC system,</u>	
59.18	<u>roof replacement, exterior facility</u>	
59.19	<u>improvements, and the purchase and</u>	
59.20	<u>installation of appropriate storage containers</u>	
59.21	<u>for historical artifacts.</u>	
59.22	<u>Subd. 12. Winona; Mississippi River Trail</u>	<u>5,000,000</u>
59.23	<u>For a grant to the city of Winona for final</u>	
59.24	<u>design, engineering, and construction of a</u>	
59.25	<u>bridge and bridge approaches connecting to</u>	
59.26	<u>Chestnut Street at one end and Carimona</u>	
59.27	<u>Street at the other end as part of the</u>	
59.28	<u>multipurpose nonmotorized Riverfront Trail</u>	
59.29	<u>from Levee Park to Lions Park.</u>	
59.30	<u>Sec. 10. PUBLIC FACILITIES AUTHORITY</u>	
59.31	<u>Subdivision 1. Total Appropriation</u>	<u>\$ 61,779,000</u>
59.32	<u>To the Public Facilities Authority for the</u>	
59.33	<u>purposes specified in this section.</u>	
59.34	<u>Subd. 2. Belview; Water Treatment Facility</u>	<u>1,750,000</u>

60.1 For a grant to the city of Belview to predesign,
60.2 design, construct, and equip the replacement
60.3 of aging and failing municipal drinking water
60.4 infrastructure.

60.5 Subd. 3. **Cologne; Wastewater Treatment**
60.6 **Facility**

1,060,000

60.7 For a grant to the city of Cologne to design,
60.8 permit, engineer, construct, and equip a new
60.9 municipal wastewater treatment facility and
60.10 related infrastructure.

60.11 Subd. 4. **Corcoran; Drinking Water**
60.12 **Infrastructure**

10,000,000

60.13 For a grant to the city of Corcoran to construct
60.14 and equip drinking water improvements to
60.15 serve the municipal service area of the city.

60.16 This appropriation includes money for a well,
60.17 a water treatment facility, a booster station,
60.18 and a water storage facility.

60.19 Subd. 5. **Elysian; Water Treatment Plant**

3,500,000

60.20 For a grant to the city of Elysian to construct,
60.21 furnish, and equip a water treatment plant to
60.22 treat drinking water for radium, manganese,
60.23 and iron bacteria. This appropriation includes
60.24 money for associated public infrastructure to
60.25 transport water from wells 2 and 3 to the water
60.26 treatment plant.

60.27 Subd. 6. **Floodwood; Water and Sewer**
60.28 **Infrastructure**

1,500,000

60.29 For a grant to the city of Floodwood to design
60.30 and construct capital improvements to the
60.31 city's water and sewer infrastructure along
60.32 County Road 8, Trunk Highway 8, and Trunk
60.33 Highway 73. This appropriation includes
60.34 money for replacement and expansion of water

61.1	<u>and sewer mains and associated street</u>	
61.2	<u>reconstruction.</u>	
61.3	<u>Subd. 7. Gilbert; Water Treatment Plant</u>	<u>1,365,000</u>
61.4	<u>For a grant to the city of Gilbert to design and</u>	
61.5	<u>construct a new lime softening water treatment</u>	
61.6	<u>plant and associated capital improvements.</u>	
61.7	<u>This appropriation includes money for</u>	
61.8	<u>demolition of decommissioned water treatment</u>	
61.9	<u>structures, a lime sludge processing system,</u>	
61.10	<u>capital improvements to lime sludge storage</u>	
61.11	<u>facilities, and replacement of aquifer</u>	
61.12	<u>monitoring equipment in existing water supply</u>	
61.13	<u>wells.</u>	
61.14	<u>Subd. 8. Hackensack; Water Main</u>	<u>1,400,000</u>
61.15	<u>For a grant to the city of Hackensack to</u>	
61.16	<u>construct an extension of water main, in</u>	
61.17	<u>conjunction with the reconstruction of Trunk</u>	
61.18	<u>Highway 371.</u>	
61.19	<u>Subd. 9. Lake Lillian; Water Infrastructure</u>	
61.20	<u>Replacement</u>	<u>3,999,000</u>
61.21	<u>For a grant to the city of Lake Lillian to</u>	
61.22	<u>design, construct, and equip the replacement</u>	
61.23	<u>of aging and failing municipal infrastructure.</u>	
61.24	<u>This appropriation includes money for</u>	
61.25	<u>replacement of water main, improvements to</u>	
61.26	<u>and replacement of sanitary sewer system and</u>	
61.27	<u>storm sewer system infrastructure,</u>	
61.28	<u>rehabilitation of the city's water tower, and</u>	
61.29	<u>reconstruction of city streets.</u>	
61.30	<u>Subd. 10. North Zumbro Sanitary District;</u>	
61.31	<u>Wastewater Treatment Facility</u>	<u>10,000,000</u>
61.32	<u>For a grant to the joint powers sanitary district</u>	
61.33	<u>created pursuant to Minnesota Statutes, section</u>	
61.34	<u>471.59, comprising the cities of Zumbrota,</u>	

62.1 Goodhue, Pine Island, and Wanamingo, to
 62.2 acquire property for and to predesign a new
 62.3 state-of-the-art regional wastewater treatment
 62.4 facility to be located in Goodhue County and
 62.5 to serve as a regional wastewater facility
 62.6 prototype. This facility shall provide
 62.7 wastewater treatment service for the Elk Run
 62.8 settlement lands of the Prairie Island Indian
 62.9 Community, which shall connect to existing
 62.10 wastewater infrastructure in the city of Pine
 62.11 Island. This appropriation includes money for
 62.12 improvements and betterments of a capital
 62.13 nature, including the construction of
 62.14 infrastructure necessary to connect the new
 62.15 facility to the communities in the sanitary
 62.16 district and for the facility to serve its intended
 62.17 purpose.

62.18 **Subd. 11. Owatonna and Medford; Wastewater**
 62.19 **Treatment Facility Expansion**

15,500,000

62.20 Of this amount, \$11,000,000 is for a grant to
 62.21 the city of Owatonna to design, engineer,
 62.22 construct, furnish, and equip a wastewater
 62.23 treatment facility in the city of Owatonna. Of
 62.24 this amount, \$4,500,000 is for a grant to the
 62.25 city of Medford to demolish the existing
 62.26 Medford wastewater treatment plant, pay for
 62.27 the sewer access charge, acquire property and
 62.28 easements, design, engineer, construct, furnish,
 62.29 and equip a connection to the Owatonna
 62.30 wastewater treatment facility from the city of
 62.31 Medford's wastewater collection system.

62.32 **Subd. 12. Ramsey; Water Treatment Facility**

3,200,000

62.33 For a grant to the city of Ramsey to construct
 62.34 a new water treatment facility to remove

- 63.1 manganese and iron from the city's water
- 63.2 supply.
- 63.3 **Subd. 13. Red Rock Rural Water System** 1,252,000
- 63.4 For a grant to the Red Rock Rural Water
- 63.5 System to acquire land and design, construct,
- 63.6 furnish, and equip a new water treatment plant,
- 63.7 a new well field, installation of approximately
- 63.8 20 miles of water transmission main, and other
- 63.9 improvements to infrastructure required for
- 63.10 an expansion of the Red Rock Rural Water
- 63.11 System, to be built and located in Watonwan,
- 63.12 Brown, and Martin Counties.
- 63.13 **Subd. 14. Rockville; Lift Station Improvements** 1,201,000
- 63.14 For a grant to the city of Rockville to construct
- 63.15 improvements necessary for rehabilitation and
- 63.16 site restoration of the Grand Lake, Pleasant
- 63.17 Lake, and Voigt sanitary sewer lift stations.
- 63.18 **Subd. 15. Swanville; Water System**
- 63.19 **Improvements** 3,052,000
- 63.20 For a grant to the city of Swanville to design,
- 63.21 construct, engineer, and equip capital
- 63.22 improvements to the city's drinking water
- 63.23 system. This appropriation includes money
- 63.24 for a ground-level water storage tank and
- 63.25 pumping pressure system to replace the
- 63.26 existing water tower; removal of the existing
- 63.27 water tower; new wells; water meter
- 63.28 replacement; and water main extensions,
- 63.29 looping, and replacement.
- 63.30 **Subd. 16. Watertown; Water Tower** 3,000,000
- 63.31 For a grant to the city of Watertown to acquire
- 63.32 property for and predesign, design, construct,
- 63.33 and equip a new water tower and associated

64.1 improvements, including utilities and an
64.2 access road.

64.3 Sec. 11. MINNESOTA HISTORICAL
64.4 SOCIETY

\$ 2,100,000

64.5 To the Minnesota Historical Society for a grant
64.6 to Dodge County to predesign, design, and
64.7 construct the stabilization of the Wasioja
64.8 Historic District seminary ruins; to predesign,
64.9 design, and construct a walkway to the middle
64.10 of the ruins to preserve and enhance access to
64.11 the ruins; and to construct a fence surrounding
64.12 the ruins.

64.13 **ARTICLE 3**
64.14 **MISCELLANEOUS**

64.15 Section 1. Minnesota Statutes 2022, section 116J.417, subdivision 2, is amended to read:

64.16 Subd. 2. **Creation of accounts.** Two greater Minnesota child care facility capital grant
64.17 accounts are created. One account is created in the ~~special revenue~~ general fund and one in
64.18 the bond proceeds fund. Money in the accounts is appropriated to the commissioner to make
64.19 grants under this section. Money in the greater Minnesota child care facility capital grant
64.20 accounts is available until encumbered or spent subject to section 16A.642.

64.21 Sec. 2. Minnesota Statutes 2022, section 174.38, subdivision 1, is amended to read:

64.22 Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have
64.23 the meanings given them.

64.24 (b) "Active transportation" means bicycling, pedestrian activities, and other forms of
64.25 nonmotorized transportation.

64.26 (c) "Bond-eligible costs" means expenditures under subdivision 6, clause (1), for publicly
64.27 owned infrastructure in this state with a useful life of at least ten years.

64.28 ~~(e)~~ (d) "Commissioner" means the commissioner of transportation.

64.29 Sec. 3. Minnesota Statutes 2022, section 174.38, subdivision 3, is amended to read:

64.30 Subd. 3. **Active transportation account.** (a) An active transportation account is
64.31 established in the special revenue fund. The account consists of funds provided by law and

65.1 any other money donated, allotted, transferred, or otherwise provided to the account. Money
65.2 in the account must be expended only on a project that receives financial assistance under
65.3 this section.

65.4 (b) An active transportation account is established in the bond proceeds fund. The account
65.5 consists of state bond proceeds appropriated to the commissioner. Money in the account
65.6 may only be expended on bond-eligible costs of a project receiving financial assistance as
65.7 provided under this section. Money in the account may only be expended on a project that
65.8 is publicly owned.

65.9 (c) An active transportation account is established in the general fund. The account
65.10 consists of money as provided by law and any other money donated, allotted, transferred,
65.11 or otherwise provided to the account. Money in the account may only be expended on a
65.12 project receiving financial assistance as provided under this section.

65.13 Sec. 4. Laws 2018, chapter 214, article 1, section 7, subdivision 7, is amended to read:

65.14 Subd. 7. **Chester Woods State Trail** 2,500,000

65.15 To complete construction and paving of phase
65.16 one of the Chester Woods State Trail from the
65.17 city of Rochester to Chester Woods Park in
65.18 Olmsted County. Notwithstanding Minnesota
65.19 Statutes, section 16A.642, the bond sale
65.20 authorization and appropriation of bond
65.21 proceeds in this subdivision are available until
65.22 December 31, 2026.

65.23 Sec. 5. Laws 2018, chapter 214, article 1, section 7, subdivision 9, is amended to read:

65.24 Subd. 9. **Glendalough State Park** 750,000

65.25 To predesign, design, and construct a Visitor
65.26 and Trail Center in Glendalough State Park.
65.27 Notwithstanding Minnesota Statutes, section
65.28 16A.642, the bond sale authorization and
65.29 appropriation of bond proceeds for this project
65.30 are available until December 31, 2023.

66.1 Sec. 6. Laws 2018, chapter 214, article 1, section 7, subdivision 11, is amended to read:

66.2 Subd. 11. **Mill Towns State Trail** 500,000

66.3 For acquisition ~~and~~, design, and construction

66.4 of the Mill Towns State Trail between the

66.5 cities of Faribault and Waterford.

66.6 Notwithstanding Minnesota Statutes, section

66.7 16A.642, the bond sale authorization and

66.8 appropriation of bond proceeds for this project

66.9 are available until December 31, 2026.

66.10 Sec. 7. Laws 2018, chapter 214, article 1, section 7, subdivision 18, is amended to read:

66.11 Subd. 18. **St. Louis and Lake Counties Regional**

66.12 **Railroad Authority - Mesabi Trail** 1,138,000

66.13 For a grant to the St. Louis and Lake Counties

66.14 Regional Railroad Authority to continue

66.15 construction of the Mesabi Trail, starting near

66.16 Whalston Road and going toward the city of

66.17 Tower for approximately ~~4.5~~ 2.0 miles.

66.18 Notwithstanding Minnesota Statutes, section

66.19 16A.642, the bond authorization and

66.20 appropriation of bond proceeds for this project

66.21 are available until December 31, 2026.

66.22 Sec. 8. Laws 2018, chapter 214, article 1, section 16, subdivision 14, is amended to read:

66.23 Subd. 14. **Wadena - U.S. Highway 10**

66.24 **Environmental Cleanup** 5,000,000

66.25 From the bond proceeds account in the state

66.26 transportation fund as provided in Minnesota

66.27 Statutes, section 174.50, for a grant to the city

66.28 of Wadena for environmental analysis and

66.29 environmental cleanup and construction of

66.30 storm water drainage within the marked U.S.

66.31 Highway 10 corridor in the city of Wadena.

66.32 Notwithstanding Minnesota Statutes, section

66.33 16A.642, the bond authorization and

67.1 appropriation of bond proceeds for this project
67.2 are available until December 31, 2026.

67.3 Sec. 9. Laws 2018, chapter 214, article 1, section 16, subdivision 19, as amended by Laws
67.4 2020, Fifth Special Session chapter 3, article 5, section 30, is amended to read:

67.5 Subd. 19. **Hennepin County - Railroad Crossing**
67.6 **Safety** 1,200,000

67.7 For one or more grants to Hennepin County
67.8 or the affected city in the county to construct
67.9 railroad crossing safety improvements in
67.10 Hennepin County. Of this amount, \$350,000
67.11 is for crossings at marked County Road 19 in
67.12 the city of Loretto; at least \$450,000 is for
67.13 crossings at Arrowhead Drive in the city of
67.14 Medina; and at least \$400,000 is for crossings
67.15 at East Lake Street and Barry Avenue in the
67.16 city of Wayzata. Any unspent portion of this
67.17 appropriation remaining after completion of
67.18 a project listed in this subdivision, after written
67.19 notice to the commissioner of management
67.20 and budget, is available for the purposes of
67.21 this subdivision. Notwithstanding Minnesota
67.22 Statutes, section 16A.642, the bond sale
67.23 authorization and appropriation of bond
67.24 proceeds for this project are available until
67.25 December 31, 2026.

67.26 Sec. 10. Laws 2018, chapter 214, article 1, section 17, subdivision 7, as amended by Laws
67.27 2019, chapter 2, article 2, section 5, is amended to read:

67.28 Subd. 7. **White Bear Lake Trail and Route** 4,000,000

67.29 (a) To the Metropolitan Council for grants to
67.30 complete design and construction of a multiuse
67.31 paved trail and route for pedestrians, bicycles,
67.32 and wheelchairs around White Bear Lake in
67.33 Ramsey and Washington Counties.

68.1 (b) \$2,600,000 of this appropriation is for a
68.2 grant to Ramsey County to design and
68.3 construct trail improvements, consistent with
68.4 the completed preliminary engineering, along
68.5 South Shore Boulevard between White Bear
68.6 Avenue and marked Trunk Highway 120 and
68.7 to pave an existing dirt path within the Ramsey
68.8 County Beach and Water Park from the
68.9 entrance to the park at Highway 96 to the
68.10 northeast edge of the park.

68.11 (c) \$1,400,000 of this appropriation is for a
68.12 grant to the city of Mahtomedi to design,
68.13 construct, and equip elements of the trail and
68.14 route along or proximate to Birchwood Road,
68.15 Wildwood Beach Road, and on or in the
68.16 proximity of Briarwood Road, consistent with
68.17 the completed preliminary engineering, and
68.18 final design and specification, subject to
68.19 approval of the commissioner of transportation
68.20 with regard to elements of the trail and route
68.21 that are within or adjacent to the right-of-way
68.22 of marked Trunk Highway 244.

68.23 (d) Up to \$70,000 of the amount remaining
68.24 after substantial completion of the project
68.25 described in paragraph (c) is for a grant to the
68.26 city of Birchwood Village to predesign,
68.27 design, construct, furnish, and equip a Lake
68.28 Links Trail segment extending through the
68.29 city of Birchwood Village and connecting to
68.30 Lakes Links Trail segments in adjacent
68.31 communities to complete a loop around White
68.32 Bear Lake.

68.33 (e) Notwithstanding Minnesota Statutes,
68.34 section 16A.642, the bond sale authorization
68.35 and appropriation of bond proceeds for these

69.1 projects are available until December 31,
69.2 2026.

69.3 Sec. 11. Laws 2018, chapter 214, article 1, section 18, subdivision 5, is amended to read:

69.4 Subd. 5. **Regional Behavioral Health Crisis**
69.5 **Facility Grants** 28,100,000

69.6 To the commissioner of human services for
69.7 behavioral health crisis program facilities
69.8 grants under Minnesota Statutes, section
69.9 245G.011. Notwithstanding Minnesota
69.10 Statutes, section 16A.642, the bond sale
69.11 authorization and appropriation of bond
69.12 proceeds for this appropriation are available
69.13 until December 31, 2024.

69.14 Sec. 12. Laws 2018, chapter 214, article 1, section 21, subdivision 17, is amended to read:

69.15 Subd. 17. **Minneapolis - American Indian Center** 5,000,000

69.16 From the general fund in fiscal year 2019 for
69.17 a grant to the Minneapolis American Indian
69.18 Center to design, construct, furnish, and equip
69.19 the renovation and expansion of the center on
69.20 Franklin Avenue. This project includes:
69.21 demolition work; improvements and additions
69.22 to, or replacement of, the mechanical,
69.23 electrical, plumbing, heating, ventilating, and
69.24 air conditioning systems; repairs to the
69.25 existing roof and exterior enclosure; required
69.26 site improvements; general renovation of
69.27 interior spaces; and expansion of the cafe
69.28 space, the event spaces, and the performance
69.29 spaces. Notwithstanding Minnesota Statutes,
69.30 section 16A.642, the bond authorization and
69.31 appropriation of bond proceeds for this project
69.32 are available until December 31, 2024.

70.1 Sec. 13. Laws 2018, chapter 214, article 1, section 21, subdivision 29, as amended by
70.2 Laws 2020, Fifth Special Session chapter 3, article 5, section 34, is amended to read:

70.3 Subd. 29. **Wabasha - National Eagle Center and**
70.4 **Wabasha Riverfront Revitalization** 8,000,000

70.5 (a) \$1,500,000 of this appropriation is for a
70.6 grant to the city of Wabasha to predesign the
70.7 renovation and expansion of the National
70.8 Eagle Center in order to expand program and
70.9 exhibit space, and increase aviary space for
70.10 eagles, and to design and construct
70.11 improvements to the riverfront in Wabasha
70.12 for infrastructure, large vessel landing areas
70.13 and docks, and public access and program
70.14 areas.

70.15 (b) \$2,500,000 of this appropriation is for a
70.16 grant to the city of Wabasha to acquire land,
70.17 design, renovate, construct, furnish, and equip
70.18 the National Eagle Center in order to expand
70.19 the program space, gift shop, and exhibit
70.20 space, and increase aviary space for eagles. If
70.21 the acquisition of land, design, renovation,
70.22 construction, furnishing, and equipping of the
70.23 National Eagle Center expansion of its
70.24 program space, gift shop, exhibit space, and
70.25 aviary space is complete, the City of Wabasha
70.26 may use any remaining money from this
70.27 appropriation toward the renovation of the
70.28 historical buildings on Main Street.

70.29 (c) \$4,000,000 of this appropriation is for a
70.30 grant to the city of Wabasha to predesign,
70.31 design, construct, renovate, furnish, and equip
70.32 the new auditorium, expansion of the Preston
70.33 Cook Exhibit, and final renovation of the
70.34 historical buildings on Main Street.

71.1 (d) Notwithstanding Minnesota Statutes,
71.2 section 16A.642, the bond authorization and
71.3 appropriation of bond proceeds for the projects
71.4 described in paragraphs (a) to (c) are available
71.5 until December 31, 2026.

71.6 Sec. 14. Laws 2020, Fifth Special Session chapter 3, article 1, section 7, subdivision 12,
71.7 is amended to read:

71.8 Subd. 12. **Heartland State Trail; Detroit Lakes**
71.9 **to Frazee Segment** 2,000,000

71.10 For land acquisition, final engineering, and
71.11 design, and construction of the proposed
71.12 Heartland State Trail between its current
71.13 terminus at Becker County CSAH 10 and
71.14 Trunk Highway 87 in Frazee, and for the
71.15 construction of a trail bridge over Becker
71.16 County CSAH 10.

71.17 Sec. 15. Laws 2020, Fifth Special Session chapter 3, article 1, section 7, subdivision 18,
71.18 as amended by Laws 2021, First Special Session chapter 9, section 20, is amended to read:

71.19 Subd. 18. **Lake City; ~~Ohuta Beach Breakwater~~**
71.20 **Shoreline Stabilization and Water Access at**
71.21 **Lake Pepin** 1,058,000

71.22 For a grant to the city of Lake City to design,
71.23 engineer, and construct a ~~breakwater at Ohuta~~
71.24 ~~Beach~~ retaining wall providing shoreline
71.25 stabilization with public water access to Lake
71.26 Pepin in Lake City at Ohuta Park.

71.27 Sec. 16. Laws 2020, Fifth Special Session chapter 3, article 1, section 7, subdivision 24,
71.28 is amended to read:

71.29 Subd. 24. **~~Scott County~~ Soil and Water**
71.30 **Conservation District; McMahon Lake Flood**
71.31 **Mitigation** 600,000

71.32 For the state share of a flood hazard mitigation
71.33 grant to the Scott County Soil and Water
71.34 Conservation District for publicly owned

72.1 capital improvements to prevent or alleviate
72.2 flood damage on McMahon Lake under
72.3 Minnesota Statutes, section 103F.161, subject
72.4 to Minnesota Statutes, section 16A.695.

72.5 Sec. 17. Laws 2020, Fifth Special Session chapter 3, article 1, section 15, subdivision 6,
72.6 is amended to read:

72.7 Subd. 6. **Edina; South Metro Public Safety**
72.8 **Training Facility** 1,000,000

72.9 For a grant to the city of Edina to predesign,
72.10 design, construct, expand, renovate, furnish,
72.11 and equip a tactical training building at the
72.12 South Metro Public Safety Training Facility
72.13 to provide year-round flexible space for
72.14 different training scenarios. Notwithstanding
72.15 Minnesota Statutes, section 16A.642, the bond
72.16 sale authorization and appropriation of bond
72.17 proceeds for this project are available until
72.18 December 31, 2027.

72.19 Sec. 18. Laws 2020, Fifth Special Session chapter 3, article 1, section 16, subdivision 4,
72.20 is amended to read:

72.21 Subd. 4. **Anoka County; Marked U.S. Highway**
72.22 **10/169** 8,400,000

72.23 From the bond proceeds account in the state
72.24 transportation fund as provided in Minnesota
72.25 Statutes, section 174.50, for a grant to Anoka
72.26 County for environmental analysis,
72.27 preliminary engineering, ~~and~~ final design, and
72.28 construction for the interchanges on marked
72.29 U.S. Highway 10/169 at County State-Aid
72.30 Highway 56 (Ramsey Boulevard) and County
72.31 State-Aid Highway 57 (Sunfish Lake
72.32 Boulevard) and the associated railroad grade
72.33 separations, frontage roads, backage roads,
72.34 and connecting local streets to support the U.S.

73.1 Highway 10/169 improvements in the city of
73.2 Ramsey.

73.3 Sec. 19. Laws 2020, Fifth Special Session chapter 3, article 1, section 16, subdivision 11,
73.4 is amended to read:

73.5 Subd. 11. **Ramsey County; I-35E and County**
73.6 **Road J Interchange** 1,500,000

73.7 From the bond proceeds account in the state
73.8 transportation fund as provided in Minnesota
73.9 Statutes, section 174.50, for a grant to Ramsey
73.10 County to complete the preliminary
73.11 engineering ~~and~~, environmental analysis, and
73.12 final design for a full access interchange on
73.13 County Road J at Interstate Highway 35E and
73.14 associated improvements on County Road J
73.15 supporting the interchange from Centerville
73.16 Road to Otter Lake Road in the cities of North
73.17 Oaks and Lino Lakes and White Bear
73.18 Township.

73.19 Sec. 20. Laws 2020, Fifth Special Session chapter 3, article 1, section 16, subdivision 25,
73.20 is amended to read:

73.21 Subd. 25. **International Falls-Koochiching**
73.22 **County Airport Improvements** 1,800,000

73.23 For a grant to the International
73.24 Falls-Koochiching County Airport
73.25 Commission to provide for the nonfederal
73.26 share of a project at International Falls Airport
73.27 for land acquisition, predesign, design, and
73.28 reconstruction of the runway, taxiway, and
73.29 apron, including improvements to crosswind
73.30 runway 4/22. Notwithstanding Minnesota
73.31 Statutes, section 16A.642, the bond sale
73.32 authorization and appropriation of bond
73.33 proceeds for the project in this subdivision are
73.34 available until December 31, 2025.

74.1 Sec. 21. Laws 2020, Fifth Special Session chapter 3, article 1, section 16, subdivision 26,
74.2 is amended to read:

74.3 Subd. 26. **Rochester International Airport**
74.4 **Runway and Associated Improvements** 11,400,000

74.5 (a) The following appropriations are for one
74.6 or more grants to the city of Rochester for
74.7 improvements to the Rochester International
74.8 Airport. If any of these appropriations for a
74.9 specified phase is not needed to complete that
74.10 phase, the unexpended and unencumbered
74.11 amount may be applied to another phase of
74.12 the Rochester Airport project for which an
74.13 appropriation is made in this subdivision. Each
74.14 appropriation for a phase is available when
74.15 the commissioner of management and budget
74.16 determines that an amount sufficient to
74.17 complete that phase is committed to the
74.18 project.

74.19 (b) \$2,900,000 is appropriated for Phase 2, for
74.20 property acquisition; site mitigation; petroleum
74.21 pipeline relocation and all associated predesign
74.22 and design at the Rochester International
74.23 Airport.

74.24 (c) \$460,000 is appropriated for Phase 3, for
74.25 relocation of 31st Ave. SW and 90th Street;
74.26 utility relocation; grading and drainage
74.27 improvements; to modify airport fencing and
74.28 all associated predesign and design at the
74.29 Rochester International Airport.

74.30 (d) \$1,000,000 is appropriated for Phase 4, for
74.31 removal of taxiways; reconstruction of the
74.32 southern portion of Runway 2 and adjacent
74.33 Taxiway B including paved shoulders;
74.34 installation of lighting and signage and all

75.1 associated predesign and design at the
75.2 Rochester International Airport.

75.3 (e) \$1,270,000 is appropriated for Phase 5, to
75.4 modify airport fencing; construct an extension
75.5 of Runway 2 and Taxiway B including paved
75.6 shoulders; construct paved shoulders on the
75.7 remaining portion of Runway 2 located south
75.8 of the runway-runway intersection; acquisition
75.9 and installation of navigational aids;
75.10 installation of lighting and signage and all
75.11 associated predesign and design at the
75.12 Rochester International Airport.

75.13 (f) \$3,670,000 is appropriated for Phase 6, to
75.14 demolish and reconstruct a portion of Taxiway
75.15 B including paved shoulders; to reposition
75.16 navigational aids; acquire and install
75.17 instrument approach improvements; for
75.18 grading and drainage improvements;
75.19 installation of lighting and signage and all
75.20 associated predesign and design at the
75.21 Rochester International Airport.

75.22 (g) \$2,100,000 is appropriated for Phase 7, to
75.23 reconstruct taxiway and runway intersections;
75.24 to remove Taxiways A6, E, F, G and a portion
75.25 of Runway 20; to reconstruct Taxiway D; for
75.26 grading and drainage improvements;
75.27 installation of lighting and signage and all
75.28 associated predesign and design at the
75.29 Rochester International Airport.

75.30 (h) Notwithstanding Minnesota Statutes,
75.31 section 16A.642, the bond sale authorization
75.32 and appropriation of bond proceeds for the
75.33 projects described in paragraphs (a) to (g) are
75.34 available until December 31, 2028.

76.1 Sec. 22. Laws 2020, Fifth Special Session chapter 3, article 1, section 17, subdivision 7,
76.2 is amended to read:

76.3 Subd. 7. **Dakota County; Veterans Memorial**
76.4 **Greenway** 5,000,000

76.5 For a grant to Dakota County ~~to construct~~
76.6 ~~improvements~~ for the acquisition of land and
76.7 right-of-way, design, engineering, and
76.8 construction for the Veterans Memorial
76.9 Greenway, including pedestrian safety-related
76.10 improvements, memorials, a community
76.11 gathering space, and a new trail connection
76.12 between Lebanon Hills Regional Park and the
76.13 Mississippi River.

76.14 Sec. 23. Laws 2020, Fifth Special Session chapter 3, article 1, section 17, subdivision 13,
76.15 is amended to read:

76.16 Subd. 13. **White Bear Lake Communities; Lake**
76.17 **Links Trail** 3,600,000

76.18 For grants to complete design and construction
76.19 of a multiuse paved trail and route for
76.20 pedestrians, bicycles, and wheelchairs around
76.21 White Bear Lake in Ramsey and Washington
76.22 Counties, as follows:

76.23 (1) \$2,600,000 of this appropriation is for a
76.24 grant to the city of Dellwood in Washington
76.25 County to design, engineer, construct, and
76.26 equip trail improvements consistent with the
76.27 completed preliminary engineering along or
76.28 parallel with the shore of White Bear Lake
76.29 between the Mahtomedi city limits and the
76.30 western line of Washington County. This
76.31 appropriation may also be used for the
76.32 acquisition of permanent easements and
76.33 right-of-way;

77.1 (2) \$500,000 of this appropriation is for a
77.2 grant to White Bear Township in Ramsey
77.3 County to design, engineer, construct, and
77.4 equip trail improvements along and parallel
77.5 with the shore of White Bear Lake between
77.6 the Washington County line and the city limits
77.7 of the city of White Bear Lake, Ramsey
77.8 County; and

77.9 (3) \$500,000 of this appropriation is for a
77.10 grant to the city of White Bear Lake in
77.11 Ramsey County to design, engineer, construct,
77.12 and equip trail improvements along or parallel
77.13 with the shore of White Bear Lake between
77.14 the eastern city limits of White Bear Lake and
77.15 Pacific Avenue.

77.16 Notwithstanding Minnesota Statutes, section
77.17 16A.642, the bond sale authorization and
77.18 appropriation of bond proceeds for this project
77.19 is available until December 31, 2026.

77.20 Sec. 24. Laws 2020, Fifth Special Session chapter 3, article 1, section 20, subdivision 11,
77.21 is amended to read:

77.22 Subd. 11. **Prairie Lake Youth JPB; School and**
77.23 **Recreation Center**

2,500,000

77.24 For a grant to the Prairie Lake Youth Joint
77.25 Powers Board to predesign, design, construct,
77.26 furnish, and equip an indoor recreation and
77.27 educational building adjoining the current
77.28 building for the Prairie Lakes Youth Program.
77.29 Notwithstanding Minnesota Statutes, section
77.30 16A.642, the bond sale authorization and
77.31 appropriation of bond proceeds for this project
77.32 are available until December 31, 2027.

78.1 Sec. 25. Laws 2020, Fifth Special Session chapter 3, article 1, section 21, subdivision 17,
78.2 is amended to read:

78.3 Subd. 17. **Duluth; Lake Superior Zoo** 204,000

78.4 For a grant to the city of Duluth to predesign
78.5 ~~and design~~ the renovation or replacement of
78.6 the Main Building at the Lake Superior Zoo.

78.7 Sec. 26. Laws 2020, Fifth Special Session chapter 3, article 1, section 21, subdivision 36,
78.8 is amended to read:

78.9 Subd. 36. **St. Cloud; Municipal Athletic**
78.10 **Complex** 10,000,000

78.11 For a grant to the city of St. Cloud to design,
78.12 construct, furnish, and equip improvements
78.13 to the municipal athletic complex to serve as
78.14 a regional sport facility. This appropriation
78.15 includes money to renovate and expand the
78.16 ice arena components of the Municipal
78.17 Athletic Facility, to demolish the grandstand
78.18 at Dick Putz field, and to design, construct,
78.19 furnish and equip a new grandstand at Dick
78.20 Putz Field. This appropriation may not be used
78.21 to acquire and install artificial turf or only and
78.22 may not be used to construct the west lobby.
78.23 Notwithstanding Minnesota Statutes, section
78.24 16A.642, the bond sale authorization and
78.25 appropriation of bond proceeds for this project
78.26 are available until December 31, 2028.

78.27 Sec. 27. Laws 2020, Fifth Special Session chapter 3, article 1, section 21, subdivision 46,
78.28 is amended to read:

78.29 Subd. 46. **Western Lake Superior Sanitary**
78.30 **District; Engine Generators** 6,750,000

78.31 For a grant to the Sanitary Board of the
78.32 Western Lake Superior Sanitary District to
78.33 design and construct engine generators as part

79.1 of the combined heat and power system to
79.2 capture and process heat and generate
79.3 electricity for use at the Western Lake
79.4 Superior Sanitary District wastewater
79.5 treatment facilities. Notwithstanding
79.6 Minnesota Statutes, section 16A.642, the bond
79.7 sale authorization and appropriation of bond
79.8 proceeds for this project are available until
79.9 December 31, 2026.

79.10 Sec. 28. Laws 2020, Fifth Special Session chapter 3, article 1, section 21, subdivision 48,
79.11 is amended to read:

79.12 Subd. 48. **Wright County; Dental Care Facility** 1,400,000

79.13 For a grant to Wright County to predesign,
79.14 design, construct, furnish, and equip a dental
79.15 care facility. The dental care facility will be
79.16 constructed ~~in~~ within a building ~~constructed~~
79.17 ~~for this purpose by the county~~ on the Wright
79.18 County Government Center campus in the city
79.19 of Buffalo. The county may enter into an
79.20 agreement under Minnesota Statutes, section
79.21 16A.695, for operation of the dental clinic.

79.22 Sec. 29. Laws 2020, Fifth Special Session chapter 3, article 1, section 22, subdivision 15,
79.23 is amended to read:

79.24 Subd. 15. **Foley; Wastewater Infrastructure** 8,000,000

79.25 For a grant to the city of Foley to predesign,
79.26 design, construct, and equip wastewater
79.27 infrastructure improvements, which may also
79.28 include acquisition of real property needed for
79.29 the wastewater infrastructure improvements.
79.30 This appropriation may be used to reimburse
79.31 the city of Foley for costs paid for the project
79.32 after the enactment of this subdivision but

80.1 prior to execution of a grant agreement for the
80.2 project.

80.3 Sec. 30. Laws 2020, Fifth Special Session chapter 3, article 1, section 22, subdivision 33,
80.4 as amended by Laws 2021, First Special Session chapter 9, section 42, is amended to read:

80.5 Subd. 33. **Vernon Center; Water Infrastructure**
80.6 **Improvements** 7,984,000

80.7 For a grant to the city of Vernon Center to
80.8 predesign, design, construct, furnish, and
80.9 equip ~~water and wastewater treatment~~
80.10 ~~facilities~~, water distribution, sanitary sewer,
80.11 and storm water collection systems, and
80.12 related local road improvements.
80.13 Notwithstanding Minnesota Statutes, section
80.14 16A.642, the bond sale authorization and
80.15 appropriation of bond proceeds for this project
80.16 are available until December 31, 2026.

80.17 Sec. 31. Laws 2020, Fifth Special Session chapter 3, article 3, section 2, subdivision 2, is
80.18 amended to read:

80.19 Subd. 2. **Hmong American Farmers Association** 2,000,000

80.20 (a) For a grant to the Hmong American
80.21 Farmers Association to purchase
80.22 approximately 155 acres in Dakota County
80.23 that the association has leased since 2014,
80.24 including buildings and improvements on the
80.25 property.

80.26 (b) Upon completion of the purchase of the
80.27 155 acres in Dakota County, any unspent
80.28 portion of this appropriation remaining, after
80.29 written notice to the commissioner of
80.30 management and budget, is available to
80.31 purchase additional farmland. Notwithstanding
80.32 Minnesota Statutes, section 16A.642, this

81.1 appropriation is available until December 31,
81.2 2026.

81.3 (c) Notwithstanding any law to the contrary,
81.4 a municipality, county, or the state shall not
81.5 take or condemn land purchased pursuant to
81.6 this subdivision without the express consent
81.7 of the property owner.

81.8 Sec. 32. **CONVEYANCE AUTHORIZED.**

81.9 Subdivision 1. **Conveyance authorized.** (a) Notwithstanding Minnesota Statutes, sections
81.10 16A.695, 16B.281 to 16B.287, 92.45, 94.09, and 94.10, any state law, administrative rule,
81.11 or commissioner's order to the contrary, and the appropriation of state general obligation
81.12 bond proceeds in Laws 2002, chapter 393, article 11, section 5, subdivision 6, and Laws
81.13 2005, chapter 20, article 1, section 7, subdivision 24, to the commissioner of natural
81.14 resources, the parcels described in subdivision 2 may be conveyed for no consideration to
81.15 the city of Two Harbors for outdoor recreation facilities. The commissioner may convey
81.16 the parcels described in subdivision 2 subject to the state's reservation of an access easement
81.17 if the commissioner determines that reservation of an access easement is necessary or
81.18 beneficial for access to any state-owned or state-administered property. Notwithstanding
81.19 any provision of this section to the contrary, the real property shall continue to be considered
81.20 state bond-financed property after the conveyance of the real property to the city of Two
81.21 Harbors and until all the requirements are satisfied for the real property to no longer be
81.22 considered state bond-financed property. The city of Two Harbors must operate the state
81.23 bond-financed property in compliance with Minnesota Statutes, section 16A.695, and all
81.24 applicable state and federal laws, and in a manner that will not cause the interest on the state
81.25 general obligation bonds to be subject to federal income taxation for any reason.

81.26 (b) The conveyance shall be in a form approved by the attorney general. The attorney
81.27 general may make changes to the legal description to correct errors and ensure accuracy.

81.28 (c) The commissioner of natural resources has determined that the parcels are no longer
81.29 needed for any state purpose and that the state's interests would best be served if the parcels
81.30 were conveyed to the city of Two Harbors.

81.31 Subd. 2. **Parcels.** The two parcels of property conveyed in subdivision 1 are as follows:

81.32 (1) that part of Government Lot 1, Section 1, Township 52 North, Range 11 West of the
81.33 Fourth Principal Meridian, Lake County, Minnesota, lying southerly and easterly of the

82.1 following described lines: commencing at the center east 1/16 corner; thence along the
82.2 North-South 1/16 line on an assumed bearing of North 00 degrees 46 minutes 07 seconds
82.3 East 144.23 feet; thence North 67 degrees 30 minutes 43 seconds West 385.00 feet; thence
82.4 North 22 degrees 29 minutes 17 seconds East 24.00 feet; thence South 67 degrees 30 minutes
82.5 43 seconds East 385.00 feet; thence easterly a distance of 232.90 feet along a tangential
82.6 curve concave to the North having a radius of 611.85 feet and central angle of 21 degrees
82.7 48 minutes 36 seconds; thence South 89 degrees 19 minutes 19 seconds East 1,015.67 feet;
82.8 thence South 00 degrees 40 minutes 41 seconds West 35.00 feet; thence South 89 degrees
82.9 19 minutes 19 seconds East 73.08 feet to the east line of said Government Lot 1 and the
82.10 point of beginning of said line; thence North 89 degrees 19 minutes 19 seconds West 877.08
82.11 feet; thence North 00 degrees 40 minutes 41 seconds East 11.00 feet; thence North 89
82.12 degrees 19 minutes 19 seconds West 28.86 feet; thence South 00 degrees 51 minutes 25
82.13 seconds West 19.82 feet to a 3/4-inch by 24-inch rebar marked "MN DNR LS 16098" (DNR
82.14 monument); thence continuing South 00 degrees 51 minutes 25 seconds West 484.06 feet
82.15 to a DNR monument; thence continuing South 00 degrees 51 minutes 25 seconds West 78
82.16 feet, more or less to the shore of Lake Superior and there terminating; containing 14.5 acres,
82.17 more or less (parcel identification number 23-7600-01415); and

82.18 (2) that part of Government Lot 3, Section 6, Township 52 North, Range 10 West of the
82.19 Fourth Principal Meridian, described as follows: commencing at the West Quarter corner
82.20 of said Section 6 (northwest corner of said Government Lot 3); thence North 88 degrees 43
82.21 minutes 09 seconds East along the north line of said Government Lot 3 a distance of 485.19
82.22 feet; thence South 00 degrees 20 minutes 34 seconds East a distance of 16 feet, more or
82.23 less, to the south line of the northerly 16 feet of said Government Lot 3, being the point of
82.24 beginning of the parcel described herein; thence continuing South 00 degrees 20 minutes
82.25 34 seconds East a distance of 584 feet, more or less, to a line lying within 600 feet and South
82.26 of the North boundary of said Government Lot 3; thence westerly, along said line, to the
82.27 west line of said Government Lot 3; thence northerly, along the west line of the said
82.28 Government Lot 3 to the south line of the northerly 16 feet of said Government Lot 3; thence
82.29 easterly along the south line of the northerly 16 feet of said Government Lot 3 to the point
82.30 of beginning; except minerals (parcel identification number 23-7600-06605).

82.31 **Sec. 33. RIVER PLACE ARTS, CULTURE, AND EVENT CENTER; SALES TAX**
82.32 **EXEMPTION FOR CONSTRUCTION MATERIALS.**

82.33 Subdivision 1. **Exemption; refund.** (a) Materials and supplies used in and equipment
82.34 incorporated into the construction, reconstruction, upgrade, expansion, or remodeling of
82.35 the River Place Arts, Culture, and Event Center in the city of Warroad, are exempt from

83.1 sales and use tax imposed under Minnesota Statutes, chapter 297A, if materials, supplies,
83.2 and equipment are purchased after May 31, 2023, and before January 1, 2026.

83.3 (b) The tax must be imposed and collected as if the rate under Minnesota Statutes, section
83.4 297A.62, subdivision 1, applied and then refunded in the same manner provided for projects
83.5 under Minnesota Statutes, section 297A.75, subdivision 2, clause (7). Refunds for eligible
83.6 purchases must not be issued until after June 30, 2023.

83.7 Subd. 2. **Appropriation.** \$500,000 is appropriated in fiscal year 2024 from the general
83.8 fund to the commissioner of revenue to pay the refunds under subdivision 1, on a first come,
83.9 first served basis. This appropriation is available until June 30, 2027.

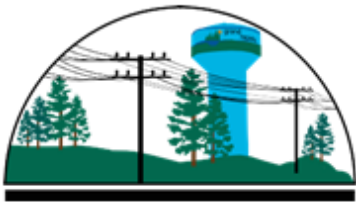
83.10 **EFFECTIVE DATE.** This section is effective the day following final enactment and
83.11 applies to sales and purchases made after May 30, 2023, and before January 1, 2026.

83.12 Sec. 34. **REVISOR INSTRUCTION.**

83.13 The revisor of statutes shall codify Laws 2023, chapter 37, article 2, section 7, in
83.14 Minnesota Statutes, chapter 462A.

83.15 Sec. 35. **EFFECTIVE DATE.**

83.16 Except as otherwise specified, this article is effective the day following final enactment.



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BUSINESS SERVICES DEPARTMENT MONTHLY REPORT June 2023 Commission Meeting

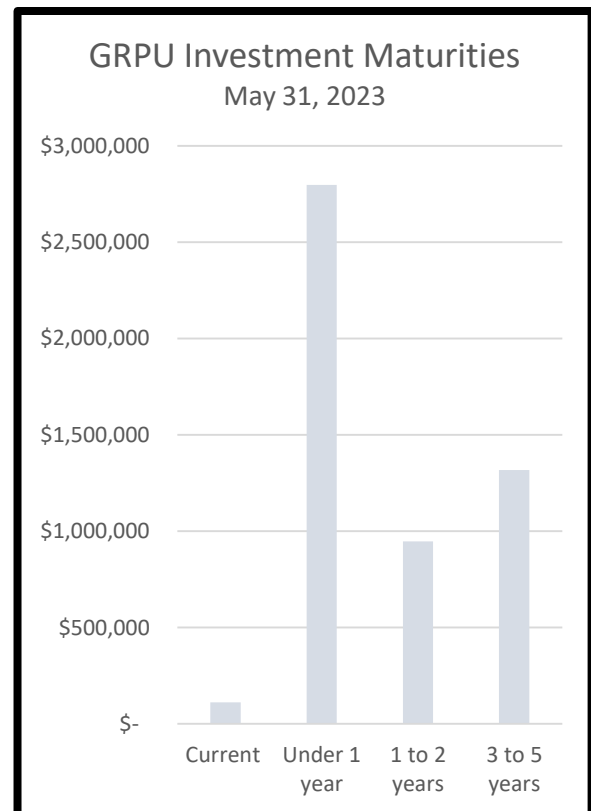
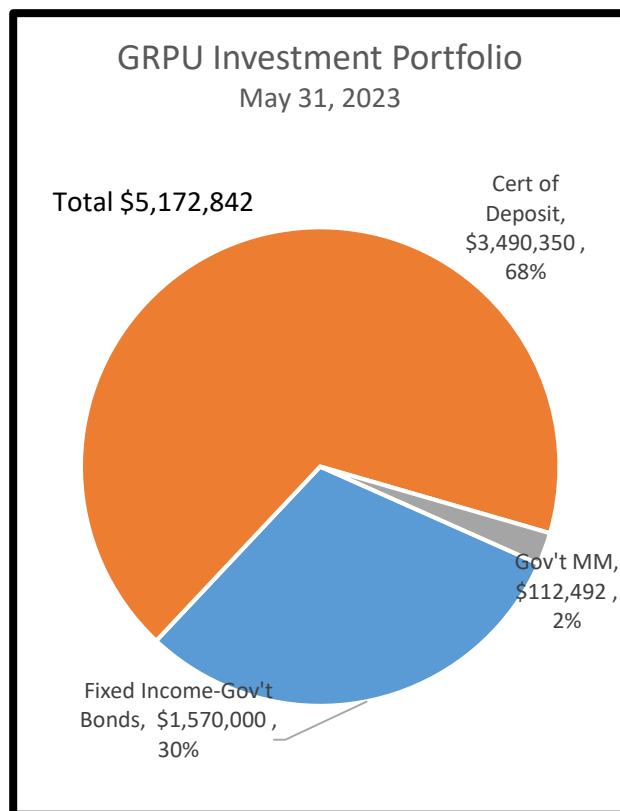
SAFETY

RELIABILITY

CUSTOMER SERVICE

Governments have a fiduciary responsibility in managing their funds, including the ongoing management and monitoring of investment activity. Investments increased from \$2,658,837 at EOY 2022 to \$5,172,842 as of May 31, 2023.

SAFETY OF ASSETS – INVESTMENTS



CUSTOMER SERVICE – CUSTOMER FOCUSED COMMUNICATION CAMPAIGNS

June 2023 focused communications – Itasca Clean Energy Solar Plus Battery Storage Facility

Radio ads informing community about the solar plus battery storage facility and ribbon cutting event on June 29, 2023 from 2 to 6 p.m. FB Post – linked to website. Website: GRPU NEWS – Itasca Clean Energy solar Plus Battery Storage Project Ribbon Cutting Event.



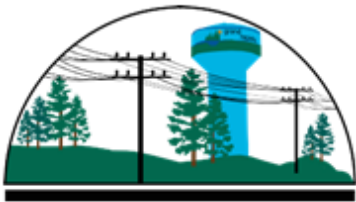
RELIABILITY – UPDATE ON NEW ENTERPRISE RESOURCES PLANNING SOFTWARE

City and GRPU ERP software themes: (1) importance of transparency and customer interactions; (2) self-service portals for customers; (3) interface with utility billing, OMS, AMI, and GIS.

The new ERP software will allow the City and GRPU to have data which is easier to access and increased reliability.

The evaluation team decided to invite the three software vendors to the discovery evaluation stage which is the final stage before contract negotiations. The team is represented by 6 City and 10 GRPU team members who have actively participated in each stage of the evaluation process.

The discovery evaluation stage is scheduled for June 5 to June 16. The evaluation team will rank vendor responses and hopefully be making a software selection decision by the end of June. The GFOA consultant will then negotiate a contract with the selected vendor(s). The goal is to have the City Council and Grand Rapids Public Utilities Commission to approve the software purchase in August.



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Item 14.

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ELECTRIC DEPARTMENT MONTHLY REPORT June 2023 Commission Meeting

Solar Plus Battery Storage Project - Reminder

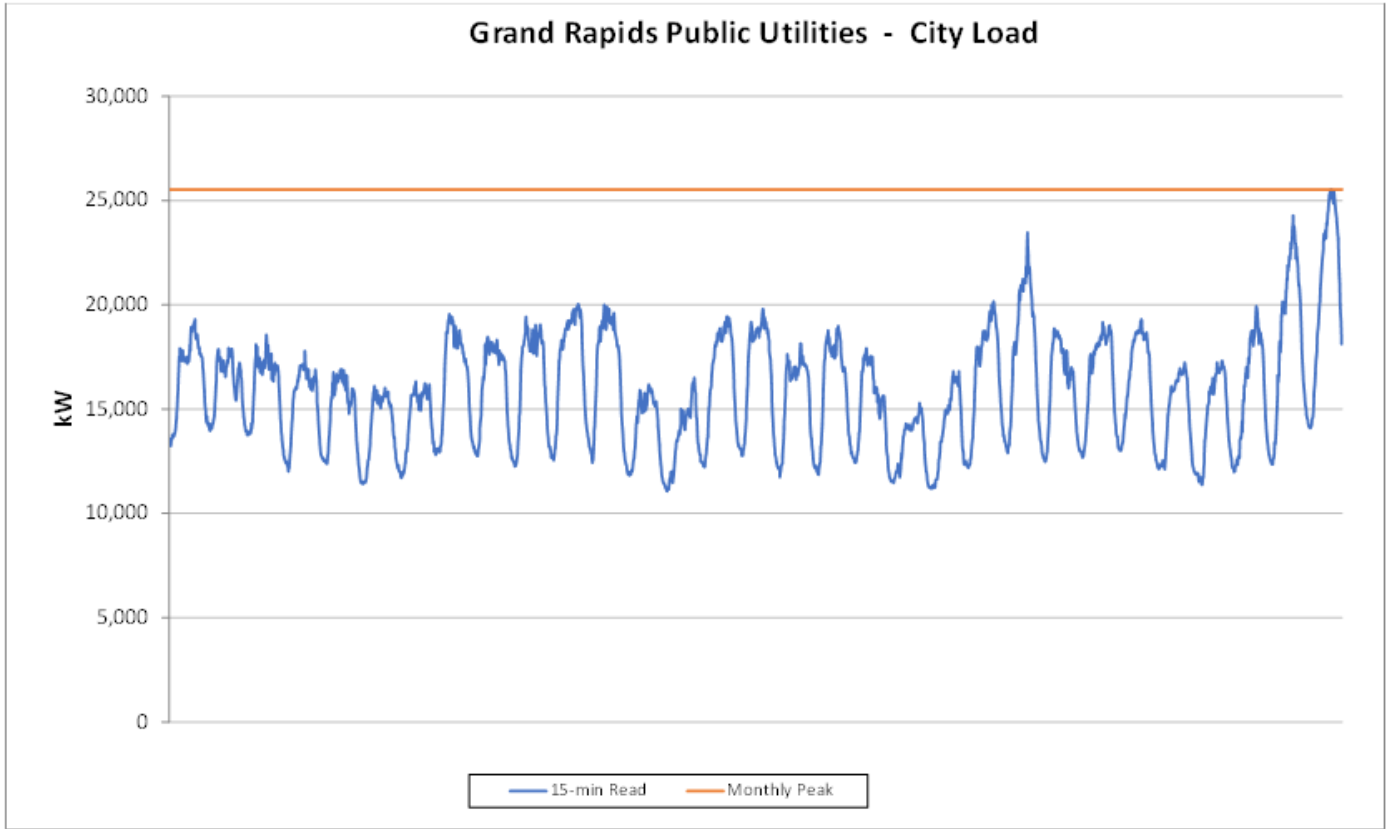
GRPU and MP will host the Ribbon Cutting Event for the Itasca Clean Energy Solar Plus Battery Storage project from on 2 until 6 PM on Thursday, June 29, 2023.

Reliability Report Last Month

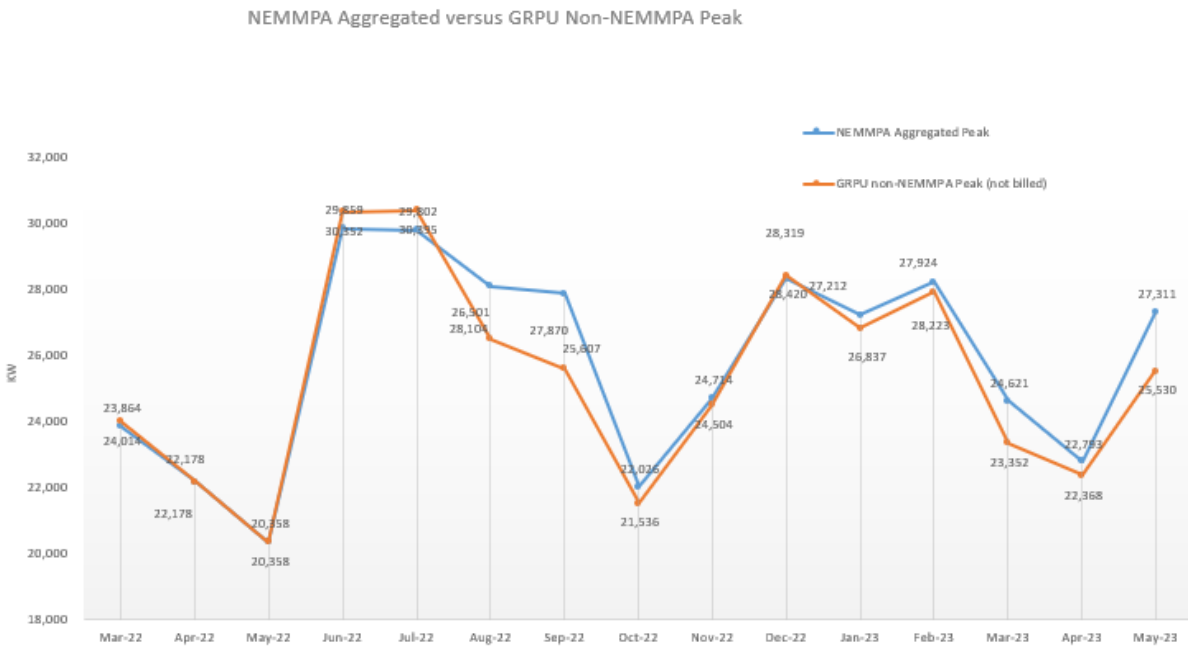
Large May outage was on Pine Landing Drive caused by wildlife. Twenty-three customers were out. Trees are also a problem. Crews spent a good amount of time trimming and will continue to do that throughout the year.

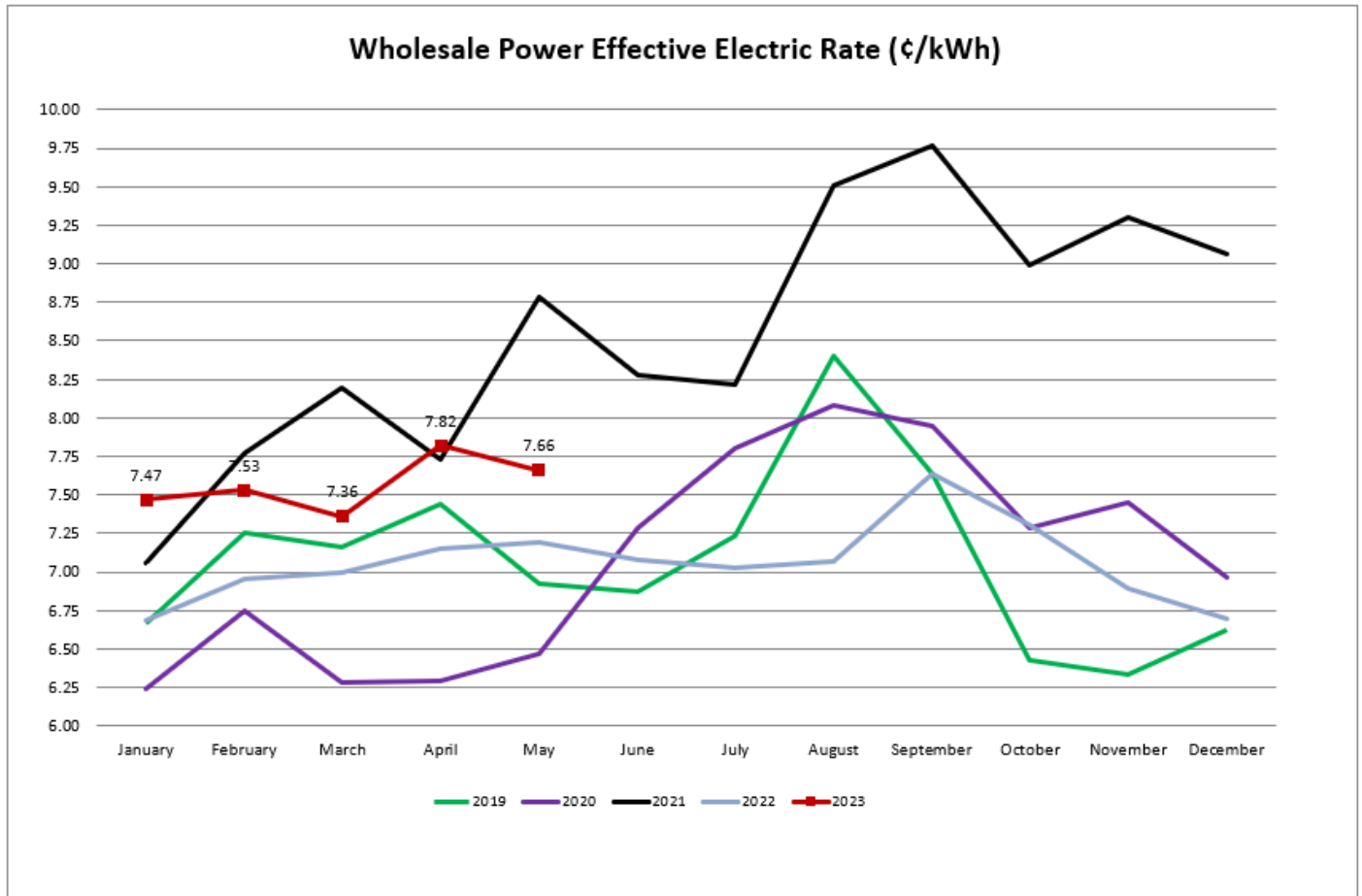
		Electric Reliability Report				06/02/2023
						Date Range
						05/04/2023 - 05/26/2023
SAIDI:	0.05	Avg Minutes / Customers Served	CAIDI:	7.74	Avg Minutes / Customer Out	Total Customers Out: 48
SAIFI:	0.01	Cust Outages / Customers Served	CAIFI:	0.188	Avg Outages / Customer Out	Total Reported Hours: 6
Active:	7689	Active Electric Customers	Outages:	9	Total Number of Outages	Total Customer Hours Out: 36
ASAI:	99.99995	Average Percent System Available				

Electric Load Graph Last Month



NEMMPA vs. non-NEMMPA Peak Last Month



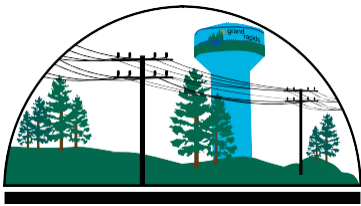
Effective Wholesale Electric Power Rate Last Month

Capital and Operations Project Summary

COMMISSION REPORT CONTENTS									
Agency						Amount	Percent Spent (calc'd)	Percent	
Lead	Dept	Proj Desc	Proj #	Budget	Spent			Comple	Status
GRPU	ELEC	Distribution System Transformers	ELEC2306	\$150,000	\$0	0%	10%	In Progress	Larger order
GRPU	ELEC	Crystal Springs Conversion	ELEC2135	\$146,000	\$0	0%	0%	On Hold	trx supply chain issues - pushed to 2024
GRPU	ELEC	Reliability Upgrades	ELEC2314	\$100,000	\$0	0%	0%	Not Started	
GRPU	ELEC	Tree Trimming	EOPS	\$100,000	\$0	0%	0%	Not Started	
GRPU	ELEC	Backyard Machine	ELEC2318	\$90,000	\$0	0%	0%	Not Started	
GRPU	ELEC	OH Replacements	ELEC2304	\$60,000	\$0	0%	0%	Not Started	
GRPU	ELEC	Power Pole Replacement	ELEC2311	\$50,000	\$0	0%	0%	Not Started	
GRPU	ELEC	Distribution System Services	ELEC2301	\$40,000	\$0	0%	0%	Not Started	
GRPU	ELEC	SW 1st Avenue Conversion	ELEC2317	\$30,000	\$0	0%	0%	On Hold	trx supply chain issues - pushed to 2024
GRPU	ELEC	UG Replacements	ELEC2305	\$30,000	\$0	0%	1%	In Progress	
GRPU	ELEC	Maple Street Conversion	ELEC2316	\$29,000	\$0	0%	0%	On Hold	trx supply chain issues - pushed to 2024
GRPU	ELEC	AMI Meters	ELEC2307	\$25,000	\$0	0%	1%	In Progress	
GRPU	ELEC	Security Lighting	ELEC2303	\$13,996	\$0	0%	0%	Not Started	
GRPU	ELEC	Duel Fuel Services	ELEC2302	\$2,560	\$0	0%	0%	Not Started	
City	ELEC	21st St & Forest Hills Dr	EOPS			#DIV/0!		In Progress	
Developer	ELEC	Ainsworth Site Transformer	EOPS		\$62,283	#DIV/0!	75%	In Progress	
GRPU	ELEC	CSC Generator	EOPS			#DIV/0!		In Progress	2024 delivery
GRPU	ELEC	East Sub Rewire	EOPS		\$0	#DIV/0!	0%	Not Started	
City	ELEC	Forest Lake School Site Housing	EOPS			#DIV/0!		Not Started	
Developer	ELEC	Newman Campground - LaPrairie	EOPS		\$33,000	#DIV/0!	100%	In Progress	
City	ELEC	Sylvan Bay Area Reconstruction	EOPS			#DIV/0!		Not Started	

Status Definitions

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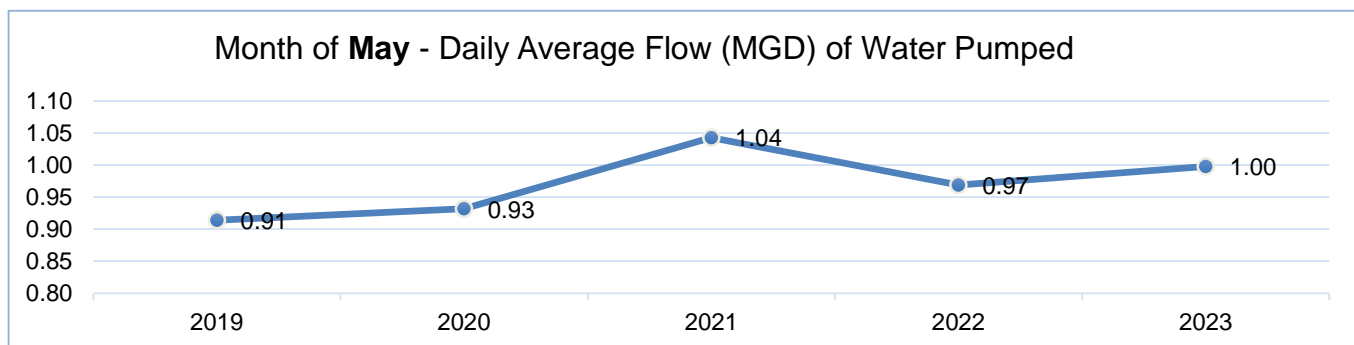
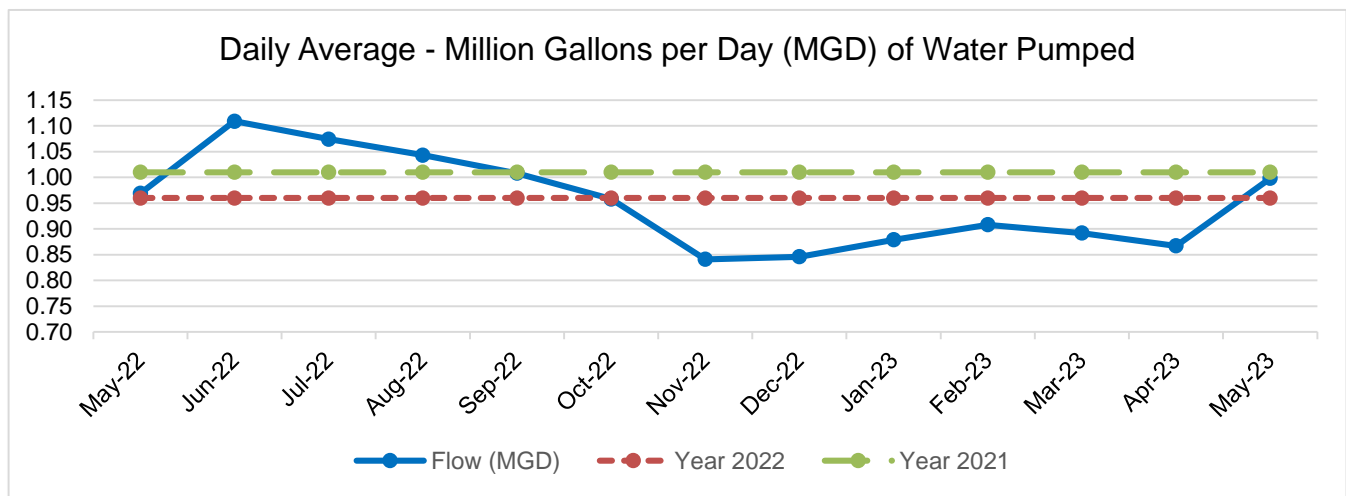
WATER UTILITY MONTHLY REPORT June 2023 Commission Meeting

Water Operations

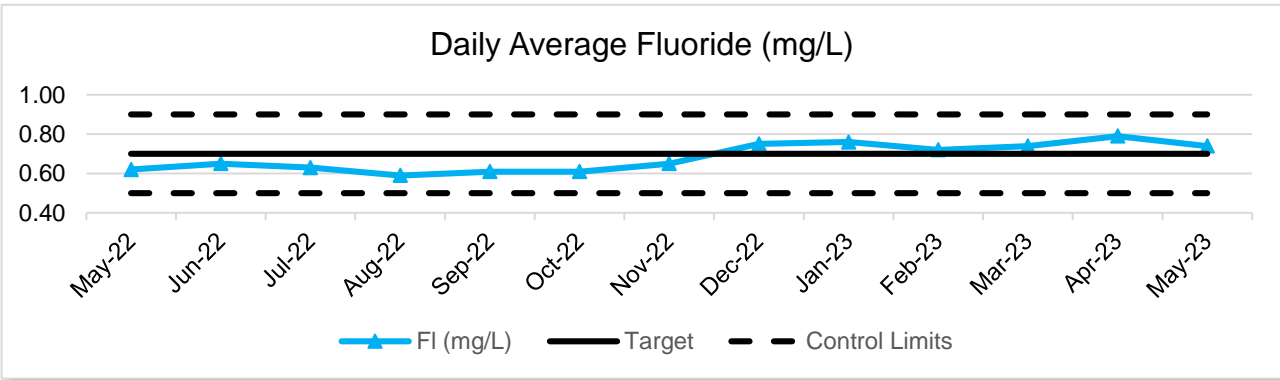
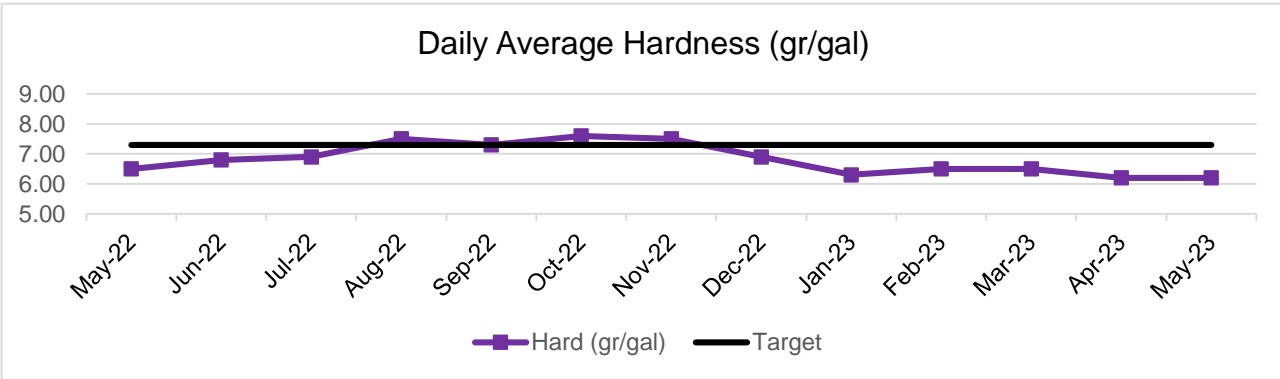
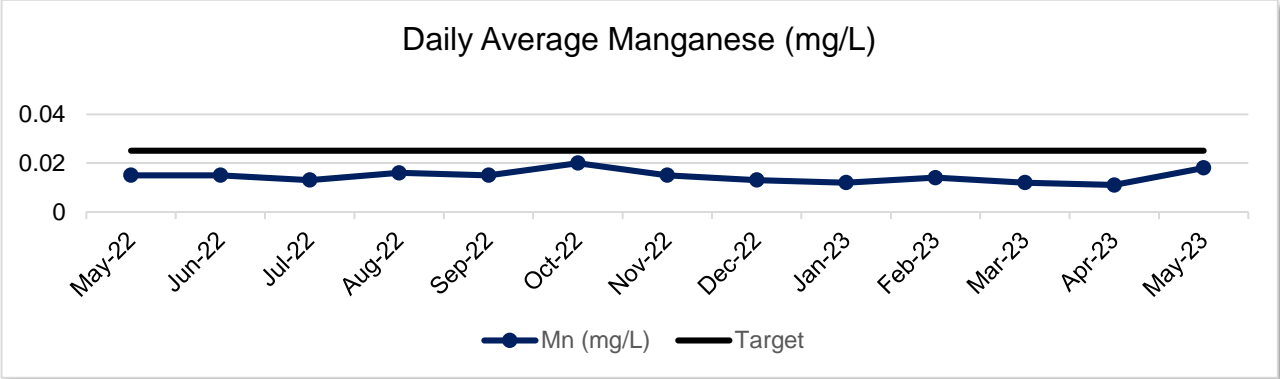
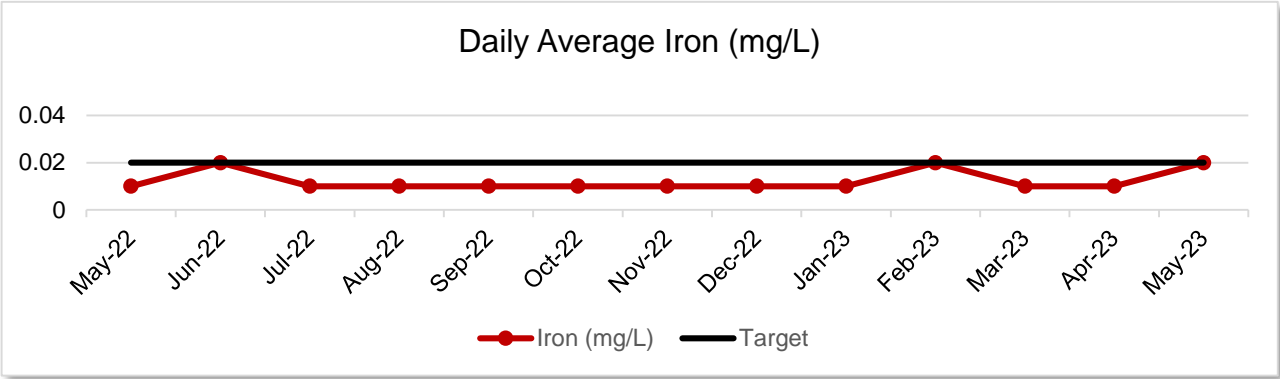
The water plant pumped an average of 1.00 million gallons of water per day (MGD) with a peak of 1.23 million gallons during last month which is typical for this time of the year.

Water run customers were shut off at the start of the month of May.

We repaired two curbstop leaks, estimated water loss was 220,000 gallons.

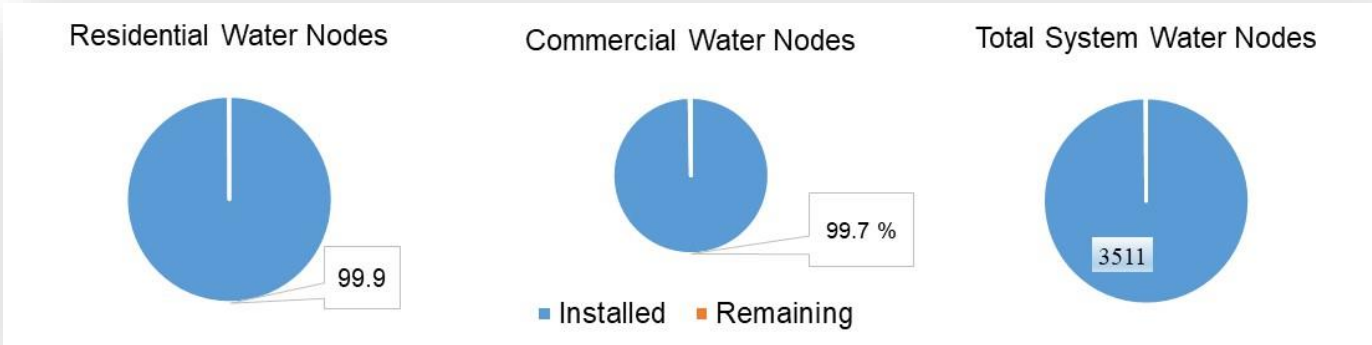


All water quality analysis was normal for the month as seen in the graphs below.



AMI Water Install Last Month

We installed no water nodes. We currently have 3512 (99%) active water nodes installed in the system. We still have 1 residential and part of one commercial install left to complete the project.



Capital and Operations Project Summary

COMMISSION REPORT CONTENTS									
Agency Lead	Dept	Proj Desc	Proj #	Budget	Amount Spent	Percent Spent (calc'd)	Percent Completed	Status	Noted Issues / Highlights
GRPU	WATER	Water Plant Renovations	WATR2213	\$4,943,400	\$0	0%	1%	In Progress	
City	WATER	Sylvan Overlays	WATR2306	\$1,202,000	\$20,000	2%	2%	In Progress	
GRPU	WATER	Category 1 - Piping Repairs	WATR2312	\$350,000	\$0	0%	0%	Not Started	
GRPU	WATER	South Tower Coating Repairs	WATR2310	\$150,000	\$0	0%	0%	Not Started	
GRPU	WATER	Curb Stop Replacements	WATR2305	\$100,000	\$0	0%	0%	Not Started	
City	WATER	Paradise Park	WATR2313	\$85,000	\$0	0%	0%	Not Started	
City	WATER	River Road Roundabout	WATR2311	\$82,455	\$0	0%	0%	Not Started	
GRPU	WATER	High Service Pump Controls	WATR2005	\$60,000	\$0	0%	0%	Not Started	
GRPU	WATER	Well 2 Rehabilitation	WATR2004	\$55,000	\$20,055	36%	0%	In Progress	
GRPU	WATER	WTP Security	WATR2108	\$43,000	\$20,874	49%	50%	In Progress	
GRPU	WATER	Mid-Tower Coating Repairs	WATR2107	\$38,000	\$0	0%	0%	Not Started	
GRPU	WATER	Fire Hydrant Repairs	WATR2209	\$35,000	\$0	0%	0%	Not Started	
GRPU	WATER	Radio Communication Upgrades	WATR2308	\$30,000	\$0	0%	0%	Not Started	
GRPU	WATER	Booster Station Panel View	WATR2302	\$30,000	\$0	0%	0%	Not Started	
GRPU	WATER	WTP Turbidity Meters	WATR2207	\$30,000	\$26,238	87%	15%	In Progress	
GRPU	WATER	WTP Flow Meters	WATR2204	\$30,000	\$22,030	73%	30%	In Progress	
GRPU	WATER	WTP Main Valve	WATR2212	\$22,500	\$13,403	60%	20%	In Progress	
GRPU	WATER	WTP Valve Updates	WATR2304	\$20,000	\$0	0%	5%	In Progress	
GRPU	WATER	WTP Sewage Ejector System	WATR2206	\$20,000	\$0	0%	0%	Not Started	
GRPU	WATER	Replace Fiber (SH to City Hall)	WATR2309	\$15,000	\$0	0%	0%	Not Started	
GRPU	WATER	WTP Communication with Wells	WATR2211	\$15,000	\$0	0%	0%	Not Started	
GRPU	WATER	WTP Aerator Media	WATR2208	\$12,000	\$0	0%	25%	In Progress	
GRPU	WATER	WTP Sludge Pump	WATR2205	\$11,000	\$9,923	90%	30%	In Progress	
GRPU	WATER	Hydrant Meters	WATR2203	\$8,700	\$0	0%	0%	Not Started	
GRPU	WATER	WTP Backwash Valve	WATR2307	\$5,000	\$0	0%	0%	Not Started	

Status Definitions

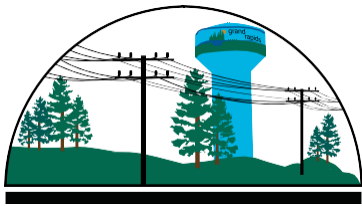
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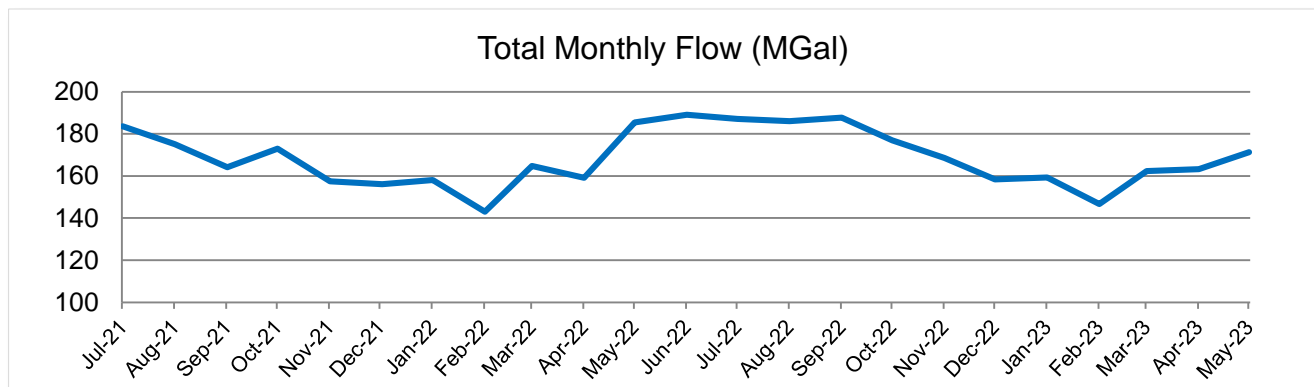
WASTEWATER UTILITY MONTHLY REPORT June 2023 Commission Meeting

Wastewater Operations

The Wastewater Treatment Plant (WWTP) met all National Pollutant Discharge Elimination System (NPDES) permit requirements last month. We treated 171 million gallons of water removing 99.6% of the Total Suspended Solids (TSS) and 99.2% Biochemical Oxygen Demand (cBOD).

MPCA contracted with Braun-Intertec to sample the monitoring wells around the landfill for PFAS at no cost to GRPU as part of a state-wide effort to further investigate the forever chemical impact to the environment.

MPCA recently had an update on sulfate and wild rice. Monitoring sulfate will be part of our next NPDES permit.



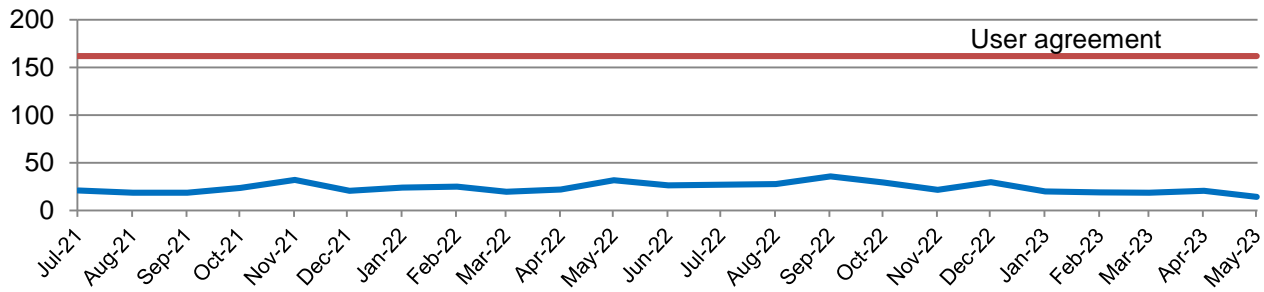
Design Limits
(monthly AVG)

Actual Results

Primary Plant

Flow (MGD)	13.25	3.7
TSS (Tons/day)	162	14.2
TSS Peak (Tons/Day)	284	41.6

Primary Plant TSS (Tons/day)

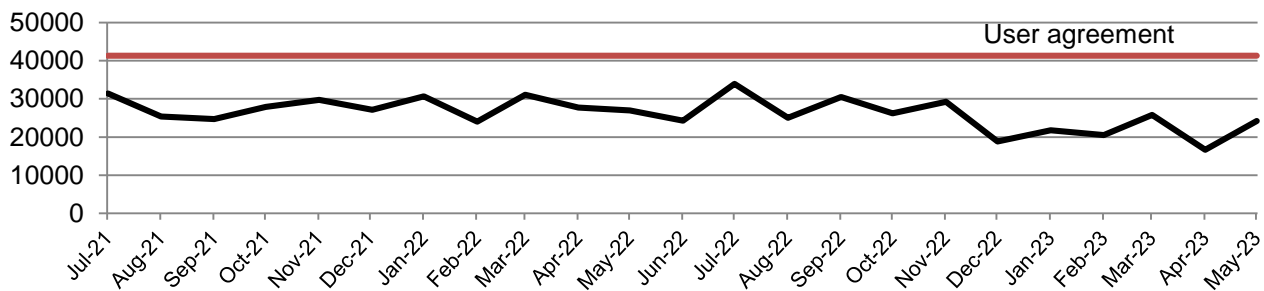
Design Limits
(monthly AVG)

Actual Results

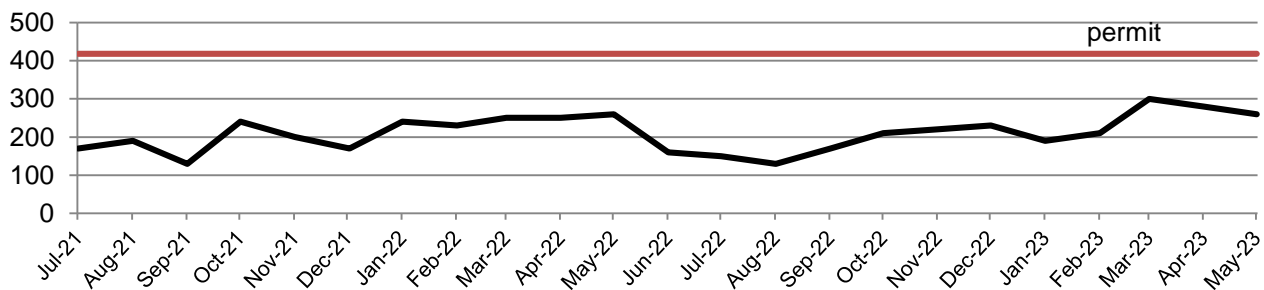
Secondary Plant

Flow (MGD)	15.25	5.5
cBOD (lbs/Day)	41,300	26,729
Peak cBOD (lbs/Day)	57,350	33,396
Zinc-weekly (ug/L)	418	260
% GRPUC		30.0%

Industrial cBOD to Secondary Plant (Lbs/day)



Zinc-weekly (ug/L)

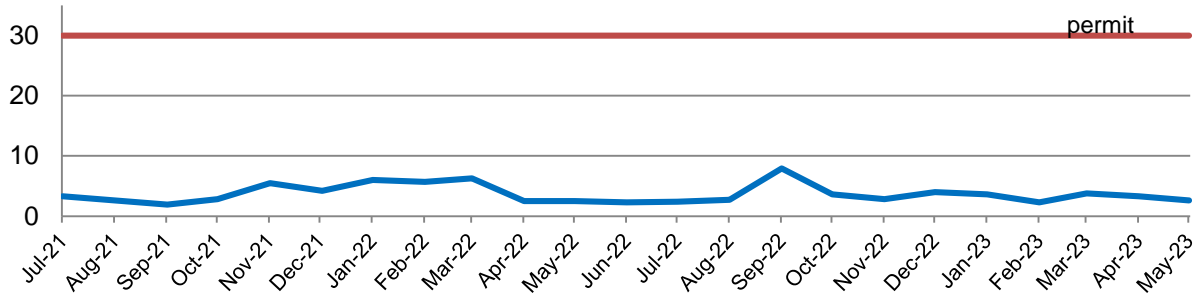
Permit Limits
(monthly AVG)

Actual Results

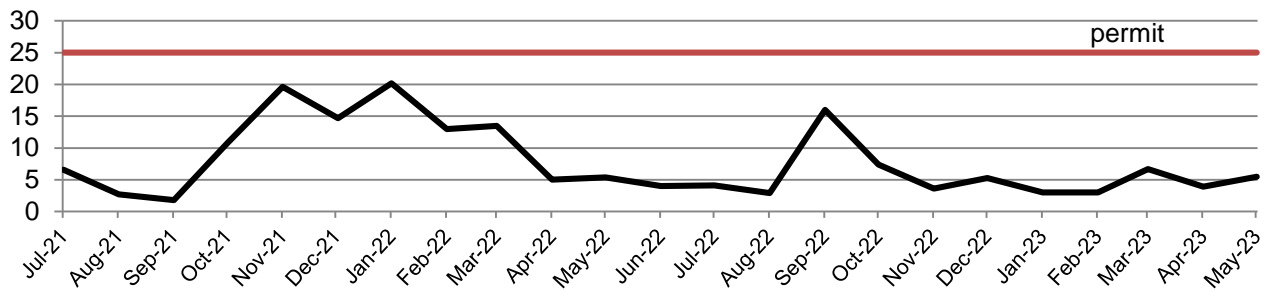
Effluent

TSS (mg/L) – monthly average	30	2.6
cBOD (mg/L) – monthly average	25	5.5
Dissolved Oxygen (mg/L)	>1.0	6.2

Effluent TSS (mg/L)



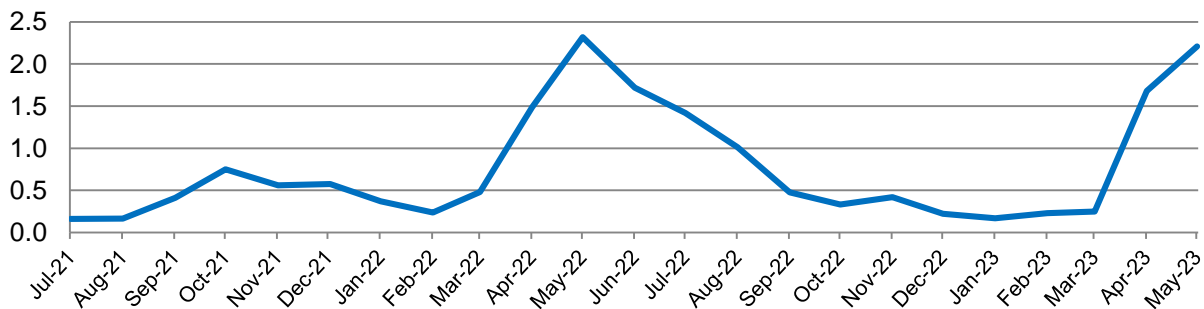
Effluent cBOD (mg/L)



Sludge Landfill Operations

- 2.21 million gallons of leachate were hauled last month which is typical for spring/summer.
- 2,868 cubic yards of sludge solids were hauled to the landfill

Total Monthly Leachate Hauled (MGal)



Capital and Operations Project Summary

Item 16.

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COMMISSION REPORT CONTENTS										
Agency	Lead	Dept	Proj Desc	Proj #	Budget	Amount Spent	Percent Spent (calc'd)	Percent Completed	Status	Noted Issues / Highlights
City	WWC		Sylvan Overlays	WWCO2310	\$1,010,000	\$0	0%	2%	In Progress	
GRPU	WWC		Category 1 - Piping Repairs	WWCO2308	\$350,000	\$0	0%	0%	Not Started	
City	WWC		River Road Roundabout	WWCO2312	\$210,959	\$0	0%	0%	Not Started	
GRPU	WWC		Jetting		\$150,000	\$18,000	12%	5%	In Progress	
GRPU	WWC		Jetting Camera	WWCO2303	\$60,000	\$55,000	92%	100%	Completed	
City	WWC		6th Ave NW (4th-5th)	WWCO2302	\$52,000	\$0	0%	0%	Not Started	
GRPU	WWC		Lift Station 2 - Generator and Switch	WWCO2207	\$36,490	\$0	0%	25%	In Progress	
GRPU	WWC		Lift Station Pumps	WWCO2005	\$35,000	\$34,460	98%	75%	In Progress	
GRPU	WWC		Lift Station 8 Controls Update	WWCO2601	\$35,000	\$20,100	57%	40%	In Progress	
GRPU	WWC		Lift Station 6 I/I Repairs	WWCO2307	\$35,000	\$0	0%	0%	Not Started	
GRPU	WWC		Lift Station 9 Controls Update	WWCO2304	\$35,000	\$19,100	55%	40%	In Progress	
GRPU	WWC		Lift Station 3 - Generator and Switch	WWCO2208	\$32,825	\$0	0%	25%	In Progress	
GRPU	WWC		Lift Station 2 Pump	WWCO2305	\$25,000	\$0	0%	0%	Not Started	
GRPU	WWC		Clinic Lift Alarm Agent	WWCO2103	\$20,000	\$8,085	40%	60%	In Progress	
GRPU	WWC		Manhole Replacements	WWCO1805	\$20,000	\$0	0%	0%	Not Started	
GRPU	WWC		Mains and Services	WWCO1804	\$15,000	\$0	0%	0%	Not Started	
GRPU	WWC		Lift Station 2 Flow Meter	WWCO2309	\$8,000	\$0	0%	0%	Not Started	
GRPU	WWT		Septic Hauler Dump Station	WWSP2301	\$350,000	\$0	0%	0%	Not Started	
GRPU	WWT		Landfill Cover Work Ph 1-4, Ket D	WWSD2301	\$250,000	\$23,940	10%	50%	In Progress	
GRPU	WWT		Secondary Aeration Basin Mixer Repa	WWSP1804	\$175,000	\$0	0%	0%	Not Started	
GRPU	WWT		Rebuild Domestic Screen	WWDO1801	\$150,000	\$98,750	66%	100%	Completed	
GRPU	WWT		Replace Fiber ASV to CSC	WWSC2301	\$54,000	\$0	0%	0%	Not Started	
GRPU	WWT		Bleach Tank Replacement	WWSP2302	\$50,000	\$43,300	87%	60%	In Progress	
GRPU	WWT		Sludge Screw Conveyor - Screw	WWPP2103	\$50,000	\$0	0%	25%	In Progress	
GRPU	WWT		Demo of old Primary Plant	WWPP2001	\$50,000	\$0	0%	0%	Not Started	
GRPU	WWT		Trash Compactor	WWDO2302	\$50,000	\$0	0%	15%	In Progress	
GRPU	WWT		Painting Primary Clarifiers	WWPP2003	\$40,000	\$0	0%	10%	In Progress	
GRPU	WWT		Primary Plant Sludge Pumps	WWPP2303	\$28,000	\$0	0%	10%	In Progress	
GRPU	WWT		Primary Sludge Pump VFD	WWPP2301	\$24,000	\$0	0%	0%	Not Started	
GRPU	WWT		Landfill Phase Pumps	WWSD2302	\$18,000	\$0	0%	0%	Not Started	
GRPU	WWT		Forks for Front End Loader	WWPP2202	\$12,000	\$9,500	79%	100%	Completed	
GRPU	WWT		Replace Fiber Segment 1	WWSH2302	\$12,000	\$0	0%	0%	Not Started	
GRPU	WWT		VFD Upgrades for Lift Pumps	WWSH2301	\$12,000	\$0	0%	10%	In Progress	
GRPU	WWT		Leachate Phase Pump	WWSD2101	\$8,000	\$0	0%	0%	Not Started	
GRPU	WWT		Screw Press VFD	WWPP2302	\$8,000	\$0	0%	0%	Not Started	
GRPU	WWT		Flow Meter for Domestic Flow	WWDO2301	\$7,000	\$0	0%	0%	Not Started	
GRPU	WWT		WWTP Alarm Agent	WWPP2304	\$6,500	\$6,000	92%	60%	In Progress	

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Grand Rapids Public Utilities

June 7, 2023 Commission Meeting

Department Head Presentation

Steve Mattson – Water & Wastewater Department Manager



Lead and Copper Rule Revisions (LCRR) - for water

Item 17.

What is it?

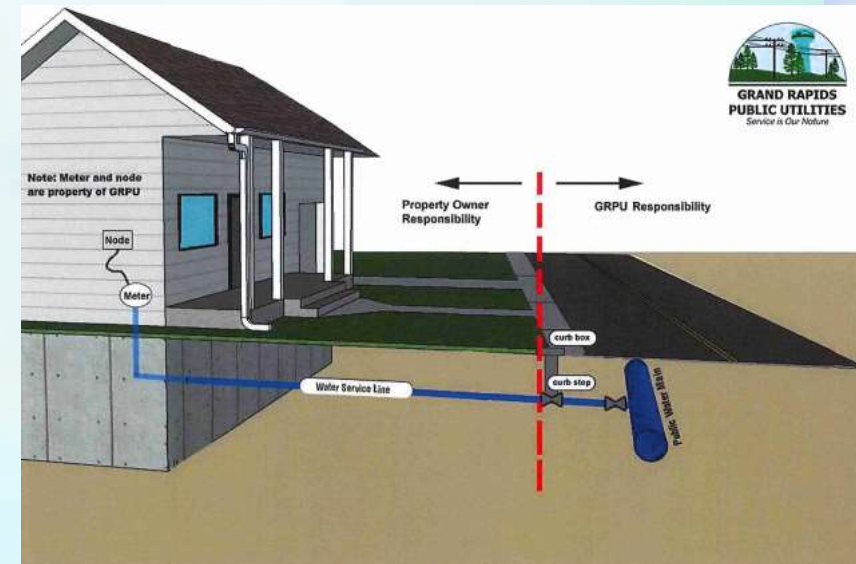
- 💧 EPA established to minimize household lead and copper exposure.

What changed?

- 💧 LCRR - first major overhaul (revision) since 1991.
- 💧 Required to complete an inventory of all service lines.
- 💧 Due to MDH by October 16, 2024

What is the plan?

- 💧 Location identifier, material classification, ID process.
- 💧 4 classifications (lead, GRR, non-lead, unknown).
- 💧 Internal record review – GIS, construction drawings, plumbing codes, permits etc.
- 💧 Investigation -
Visual inspections, excavation, water sampling.



WTP Renovation

- ◆ \$5.0+ Million project
- ◆ 2023 HF 669 – Omnibus Bonding Bill – Sec 23 Public Facility Authority - \$2.5M grant
- ◆ Have until mid 2026 to spend the funds.
- ◆ WTP went online in 1988 (35 yo)

Details

- ◆ Building Improvements – \$1.2 Million
Roof, office, lab, control room, loading dock, HVAC, MCC, painting, lighting
- ◆ Grounds Improvements – \$1.0 Million
Wells, water fill station, tank rehabilitation, security
- ◆ Process Improvements – \$2.5 Million
Aerator, filters, ion-exchange, pumps, instrumentation, flow meters, piping/valves.



Item 17.



Questions / Comments

June 7, 2023 Commission Meeting

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