



CITY COUNCIL REGULAR MEETING AGENDA

FEBRUARY 28, 2023 – 7:00 pm

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA¹
 - A. February 14, 2023 Regular Meeting Minutes
5. MATTERS FROM THE FLOOR² (*maximum time of five minutes per person*)
6. SPECIAL BUSINESS
 - A. None
7. PUBLIC HEARING
 - A. None
8. OLD BUSINESS
 - A. None
9. NEW BUSINESS
 - A. Resolution 23-08: Manitou Watermain Project Approving Plans & Specs and Authorizing Publication for Bids
 - B. Resolution 23-09: Award/Reject 2023 Street and Utility Infrastructure Project
 - C. Resolution 23-10: Approve Change Order No. 1 for 2023 Street and Utility Infrastructure Project
 - D. Resolution 23-11: Approving State of Minnesota Joint Powers Agreement on Behalf of its City Attorney
 - E. Resolution 23-12: Approving Master Subscriber Agreement for Minnesota Court Data Services for Government Agencies
10. MATTERS FROM THE FLOOR² (*maximum time of five minutes per person*)
11. REPORTS
 - A. Administrator's Report
 - B. Contract Staff Report(s)
 - C. Doug Eckland: Finance, Fire Lanes and Public Access, Technology
 - D. Kristin Viger: Parks and Docks, Sanitation and Recycling
 - E. Kelly Wischmeier: Building Inspection, Municipal Buildings and Grounds
 - F. Tim Connelly: EFD, Commercial Marinas, LMCD
 - G. Adam Jennings: SLMPD, Administration, Public Works, Employee Advisory Board
12. ADJOURNMENT

All matters listed within the Consent Agenda are considered to be routine items to be enacted upon by one City Council motion. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.

²For individuals who wish to address the Council on subjects which are not a part of the meeting agenda. Typically, the Council will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future Council action.

ITEM 4A

DRAFT MINUTES TONKA BAY CITY COUNCIL FEBRUARY 14, 2023

1. **CALL TO ORDER**

The regular semi-monthly meeting of the Tonka Bay City Council was called to order at 7:00pm.

2. **ROLL CALL**

Members present: Mayor Jennings, Councilmembers, Eckland, Viger and Wischmeier. Also present were City Administrator Dan Tolsma, City Engineer Adam Gadbois, City Planner Lori Johnson and City Attorney Jason Hill.

3. **APPROVAL OF AGENDA**

Eckland moved to approve the agenda. Wischmeier seconded the motion.

City Administrator Tolsma mentioned in discussion with the City Attorney, it was advised to remove Item 12, the closed meeting to conduct a performance evaluation, to a future meeting.

Wischmeier moved to approve the amended agenda, removing Item 12. Eckland seconded the motion. Ayes: Eckland, Wischmeier, Viger, Jennings. Motion carried.

4. **CONSENT AGENDA**

A. January 24, 2023 Work Session Minutes

B. January 24, 2023 Regular Meeting Minutes

Mayor Jennings pulled both consent items as he believes they need additional work as the format seems to have changed and he does not think they reflect what was discussed and they need a number of changes. He would like to pull them for further discussion.

Eckland moved to address the January 24, 2023 Work Session and Regular Meeting minutes at a future date. Viger seconded the motion. Ayes: Eckland, Viger, Wischmeier, Jennings. Motion carried.

5. **MATTERS FROM THE FLOOR**

None.

6. **SPECIAL BUSINESS**

None.

7. PUBLIC HEARINGS

A. 110 Interlachen Lane Variance Request

City Planner Johnson outlined the memorandum in the council packet which the applicant is requesting a .7% variance to the required impervious surface coverage of 32.7%. The total impervious surface on the lot is proposed to be 33.4%.

Councilmember Viger asked to compare the survey of what was previously approved versus the as-built survey. She said she there appears to be a retaining wall in the new build that was not on the approved build on the lakeside part of the property. City Engineer Gadbois confirmed that is true.

Councilmember Eckland asked if the swale that was approved on the initial survey is the same as what was built. The relevance of the swale was discussed. City Engineer Gadbois said once it was discovered that the hardcover was exceeded, the need for the variance arose. The site check engineer review will be done after the variance is either approved or denied.

Mayor Jennings opened the public hearing.

Mayor Jennings addressed the email that was received from the neighboring property owner, Laura Batzli at 120 and 130 Interlachen Lane. She expressed concerns regarding the landscape design and runoff issues and the property stakes she had marked that had been removed.

Mayor Jennings closed the public hearing.

It was discussed and decided to deny the variance request.

Viger moved to direct staff to prepare a resolution of denial of the requested .7% variance to the impervious surface requirement of 32.7% for this lot. Eckland seconded the motion. Ayes: Eckland, Viger, Wischmeier, Jennings. Motion carried.

8. OLD BUSINESS

A. Resolution 23-05: Approving Setback Variance for 45 Arbor Court

Viger moved to approve Resolution 23-05, approving a variance at 45 Arbor Court where the applicants are requesting a 3.3-foot variance to the 50-foot front yard building setback. Wischmeier seconded the motion. Ayes: Eckland, Viger, Wischmeier, Jennings. Motion carried.

9. NEW BUSINESS

A. Resolution 23-06: Approving Grant Agreement Between MCES and the City of Tonka Bay for a Partial Reimbursement of Funds Paid for Sanitary Sewer Rehabilitation

City Engineer Gadbois explained the intent of Resolution 23-06 as found in the council packet.

Viger moved to approve Resolution 23-06, approving the grant agreement between the metropolitan council and the city of tonka bay for the 2022 sanitary sewer rehabilitation project, subject to minor modifications and final review by city attorney. Wischmeier seconded the motion. Ayes: Eckland, Viger, Wischmeier, Jennings. Motion carried.

B. Resolution 23-07: Amending Annual Appointments to Include Ryan Nellis as the Designated Representative for the Lake Minnetonka Conservation District

City Administrator Tolsma explained the nomination of Ryan Nellis as the Tonka Bay representative for the LMCD by the appointed council committee.

Viger moved to approve Resolution 23-07, amending the official city appointments and approving Ryan Nellis as the designated Tonka Bay representative for the Lake Minnetonka Conservation District. Eckland seconded the motion. Ayes: Eckland, Viger, Wischmeier, Jennings. Motion carried.

10. MATTERS FROM THE FLOOR

None.

11. REPORTS

A. Administrator's Report

No report.

B. Contract Staff Report(s)

City Engineer Gadbois gave an update on the bids received for the 2023 Street and Utility Improvement project which came in higher than the engineer's estimate.

City Attorney Hill gave a legislative update on the Juneteenth bill that passed as a state holiday that will take effect as of August 1st, 2023. The other item he gave an update on was the Adult-use Cannabis Bill.

C. Doug Eckland – Finance, Fire Lanes and Public Access, Technology

Councilmember Eckland reported on a dock application the LMCD received which is

close to one of the fire lanes in Tonka Bay, for which they wanted Tonka Bay's comment on. He replied that he found no issue with it.

D. Kristin Viger – Parks and Docks, Sanitation and Recycling

No report.

E. Kelly Wischmeier – Building Inspection, Municipal Building and Grounds

No report.

F. Tim Connelly – EFD, Commercial Marinas, LMCD

Absent.

G. Adam Jennings – SLMPD, Administration, Public Works, Employee Advisory Board

Mayor Jennings reported there is a State of the Cities Address on February 22, 2023 at Pique Travel in Excelsior. He would also like to proclaim a "Greg Thomas Day" in honor of his long years of service to Tonka Bay as the LMCD representative.

12. ADJOURNMENT

There being no further business, Jennings moved to adjourn the meeting at 7:58 pm. Viger seconded the motion. Ayes: Eckland, Viger, Wischmeier, Jennings. Motion carried.

Adam Jennings, Mayor

Attest:

Rachel Myskevitz, Deputy City Clerk



MEMO

To Mayor and City Council
 From Adam Gadbois, City Engineer, WSB
 Date February 28, 2023
 Re Approve Plans and Specifications and Authorize Advertisement for Bids for the Manitou Watermain Improvements

Consideration

Request to approve the following:

1. Approve plans and specifications and authorize the advertisement for bids for the Manitou Watermain Improvements.

Background

On August 23, 2022, the City Council received the Feasibility Report for the Manitou Road Watermain Improvements. The report detailed the existing conditions, proposed improvements, and fiscal impact.

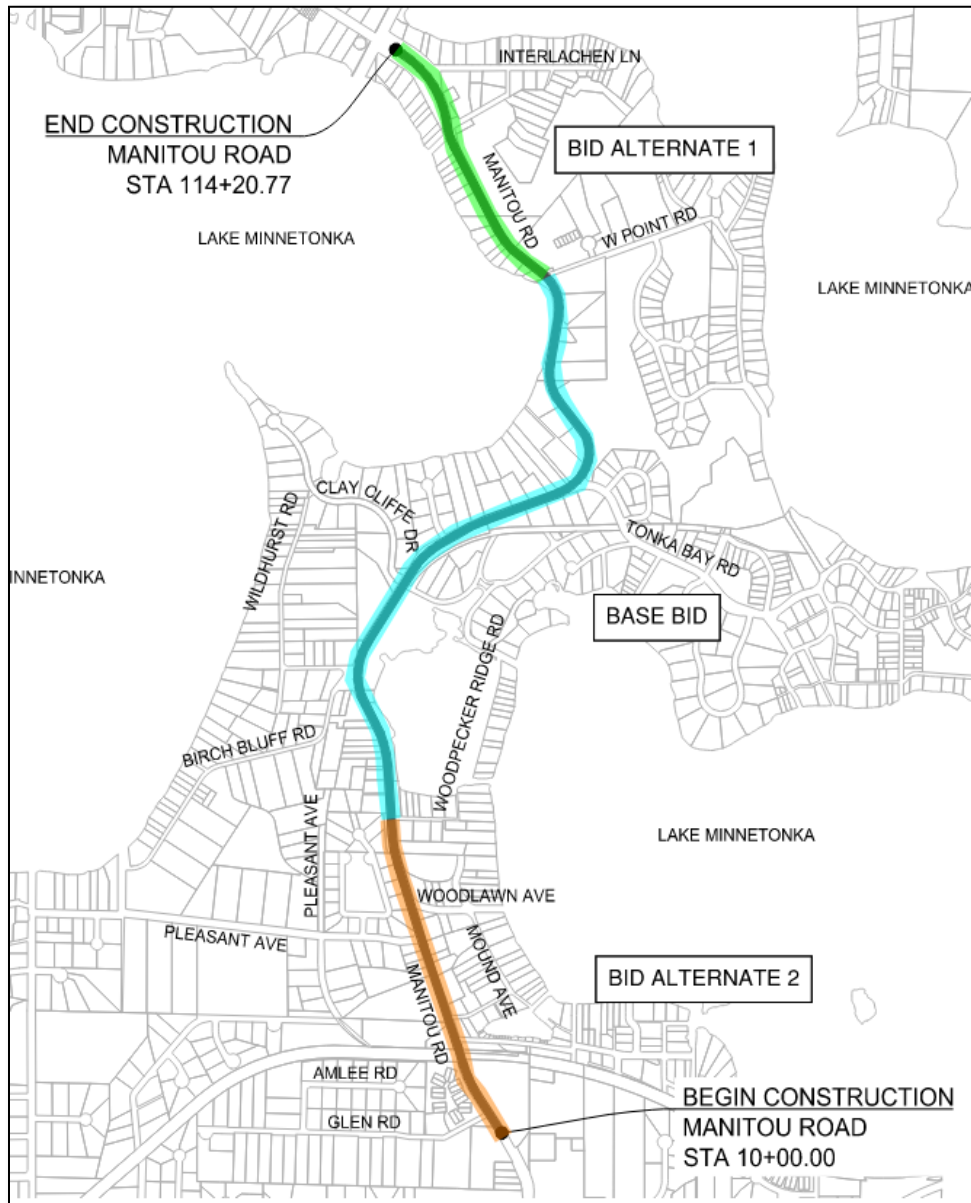
The proposed improvements include watermain replacement and rehabilitation along County Road 19/Manitou Road from the southern City limits to the northern City limits.

Plans and specifications have been prepared and should be approved by the City Council and authorization should be provided to the City Engineer to advertise for bids.

Through development of the plans, staging and phasing of the project has been considered while taking into account the current economic climate and projected construction costs. Based on economic conditions such as inflation and material availability, the anticipated project costs have increased significantly. In order to have the greatest chance of completing watermain improvements in 2023 based on the current available funding, the plans incorporate a base bid and two alternate bids. These phases are described below and shown on the next page:

- Base Bid:** Crabapple Lane to West Point Road
- Bid Alternate 1:** West Point Road to Narrows Bridge
- Bid Alternate 2:** Glen Road to Crabapple Lane

The benefit to phasing out the project this way is that if the City receives bids that are higher than the budgeted and available funding, it can award a portion of the project without having to re-bid.



The draft plans are available for viewing here: <https://wsbeng.sharefile.com/d-sc6265d6a3c4c4399b3cd519125dbc8d3>

The project schedule is detailed below:

Approve Plans and Specifications and Authorize Advertisement for Bids.....	February 28, 2023
Bid Opening	March 29, 2023
Accept Bids and Award Contract	April 11, 2023
Begin Construction	Late May 2023
Substantial Completion of Construction	September 2023

**The project construction schedule will vary depending on which phases of the contract are awarded.*

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Fiscal Impact

The estimated total project costs are summarized below:

Estimated Cost Summary			
Manitou Watermain Improvements			
Phase	Original Estimate for Funding Request (10/21)	Feasibility Report OPC (8/22)	Pre-Bid OPC (2/23)
Base Bid: Crabapple Lane to West Point Road	-	-	\$2,591,769.13
Bid Alternate 1: West Point Road to Narrows Bridge	-	-	\$1,171,810.50
Bid Alternate 2: Glen Road to Crabapple Lane	-	-	\$1,273,622.07
Total Estimated Probable Cost	\$3,035,800.00	\$3,796,354.71	\$5,037,201.70

The updated estimated costs are based on similarly scoped projects in other metro communities that have been bid this year. Previous estimates were completed based on historical bid prices at those times. As mentioned previously, the current inflationary climate has been the main impact on project estimates.

The estimated costs above include 13% indirect costs and a 5% construction contingency. Final indirect costs will be determined if a contract is awarded and will be based on indirect costs to-date and construction services costs. A proposal for construction services will be provided for City Council consideration after the project has been awarded.

Recommended City Council Action

Staff recommends approval of the attached resolution, approving the plans and specifications and authorizing the advertisement for bids for the 2023 Street and Utility Improvement Project.

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RESOLUTION 23-08

A RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR MANITOU ROAD WATERMAIN IMPROVEMENTS

WHEREAS, pursuant to motion passed by the City Council on May 10, 2022 the City Engineer was directed to prepare plans and specifications for the Manitou Road Watermain Improvements; and

WHEREAS, the City Engineer has prepared plans and specifications for the Manitou Road Watermain Improvements and has presented such plans and specifications to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tonka Bay:

- 1) The plans and specifications, copies of which are on file at City Hall, are hereby accepted upon recommendation of the City Engineer; and
- 2) WSB shall prepare and cause to be inserted in the official City newspaper, the Finance & Commerce, and QuestCDN.com an advertisement for bids upon the making of such improvement under such approved plans and specifications
- 3) The advertisement shall be published in each of said publications at least once not less than 10 days before the date set for opening bids, shall specify the work to be done, shall state the bids will be opened electronically on Wednesday, March 29, 2023, at 1:00 o'clock p.m. through the QuestCDN service. Individual bids will only be considered if all bid requirements are met.

PASSED AT A REGULAR MEETING of the Tonka Bay City Council this 28th day of February 2023.

Motion introduced by _____ and seconded by _____.

Roll call vote:

Councilmember Wischmeier _____
 Councilmember Connelly _____
 Councilmember Eckland _____
 Councilmember Viger _____
 Mayor Jennings _____

Adam Jennings, Mayor

ATTEST: _____
Rachel Myskevitz, City Clerk



MEMO

To Mayor and City Council
 From Adam Gadbois, City Engineer, WSB
 Date February 28, 2023
 Re Receive Bids and Consider Award of 2023 Street and Utility Improvement Project

Consideration

The City received and opened bids for the 2023 Street and Utility Improvement Project on Wednesday, February 8th, 2023. A resolution receiving the bids and considering award of the contract for this project is provided for Council consideration of approval.

Background

The City had thirteen potential prime contractor plan holders and received five bids. A bid tabulation summary, letter of recommendation of award, and resolution is enclosed for Council consideration of award. The lowest responsive bid was received from Bituminous Roadways, Inc., of Mendota Heights, Minnesota. The bid amount is comprised of a base bid amount of \$2,630,326 and a bid alternate amount of \$110,460. The base bid consists of all surface, drainage, sanitary, and watermain improvements. The bid alternate consists of an option to line a portion of the 6" watermain along Florence Drive that is near a private residential structure.

The table below contains a summary of construction costs for the scope of work included in this project starting with the feasibility report, final design, and the low bid received on February 8th, 2023. The costs below do not include construction contingency or indirect (engineering, legal, administrative) costs.

Estimated Construction Cost Summary			
2023 Street and Utility Improvement Project			
Proposed Improvements	Feasibility Report OPC	Pre-Bid OPC	Low Bid 2/8/23
Schedule A: Surface Improvements	\$858,201.30	\$1,073,605.00	\$1,060,945.50
Schedule B: Storm Sewer Improvements	\$149,811.75	\$158,925.00	\$215,420.50
Schedule C: Sanitary Sewer Improvements	\$417,961.50	\$456,050.00	\$779,995.00
Schedule D: Watermain Improvements	\$538,373.00	\$505,168.00	\$563,465.00
Schedule E: Provisional Items	N/A	\$10,500.00	\$10,500.00
Total Estimated Construction Cost (Base Bid)	\$1,964,347.55	\$2,204,248.00	\$2,630,326.00
Schedule F: Alternate 1 Watermain Lining	N/A	\$52,600.00	\$110,460.00

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The largest difference in estimated costs and bid costs was seen in Schedule C: Sanitary Sewer Improvements. Contractors were called after the bidding to understand why costs in that category were so high. In general, they had the following reasons:

- Narrow roadways, with one way in and one way out. Managing resident access throughout construction would be a challenge. Contractors realized this would reduce their production rates.
- Poor soils excavated with pipe trenches. This would require the contractor to haul out poor soils and import acceptable soils. Though accounted for in the bid with quantities for excavation and fill, the contractors understood this too would reduce their production rates.
- Increased costs of trucking.
- Increased costs of products utilizing Portland cement (concrete pipe, concrete storm sewer and sanitary sewer structures, concrete curb, concrete driveways)
- Costs for materials (resin and felt) for cured in-place pipe lining have increased 45%-65%.
 - Tonka Bay's 2022 Sewer Rehabilitation Project had the same contract item at \$37 per foot and the bids received were for \$60 per foot.
- Pipe suppliers are rarely providing any discounts to contractors on material orders. It's now mainly a project-by-project cost basis.

Since the increased cost was significant for Schedule C: Sanitary Sewer Improvements, the proposed design work was reevaluated for options to reduce the scope of sanitary sewer improvements.

- Work associated with reinstating existing sewer laterals that are currently not in use (either capped, or no active service) could be removed from the project. It is likely that these services will not be used in the future since the neighborhood is build out, and future subdividing is unlikely.
- Work associated with reconstructing the top section of four sanitary sewer manholes can be avoided by adjusting elevations of the road slightly.
- One segment of sanitary sewer main proposed for full replacement could be lined since it does not have services or any significant deficiencies.

The total reduction in total project costs by reducing the scope of the sanitary sewer improvements is approximately \$158,627. The method of accomplishing this reduction of scope is to process a change order with the award of the project that details the deductions in bid items. The low bidder, Bituminous Roadways, Inc., has been contacted and agrees with the reduction of scope. Attached is a copy of the unexecuted change order for Council consideration.

Fiscal Impact

Total project costs are projected using the as-bid construction costs, and also incorporating a 5% construction contingency and the estimated cost for indirects. Indirect costs approved by the Council to-date amount to \$169,628, or 6.1% of the total construction cost with 5% contingency. It is estimated that the remaining indirect costs will amount to \$250,000. This would bring the total indirect costs to \$419,628, or 16.8% of the total construction cost with 5% contingency.

The table below provides the estimated total project costs for two options: option 1, award the project as-is; option 2, award the project with changes to the sanitary sewer scope.

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Estimated Total Project Cost Summary		
2023 Street and Utility Improvement Project		
Proposed Improvements	Option 1: Cost with Project Scope As-Is	Option 2: Cost with Changes to Sanitary Sewer Scope
Schedule A: Surface Improvements	\$1,300,029.57	\$1,300,029.57
Schedule B: Storm Sewer Improvements	\$263,965.51	\$263,965.51
Schedule C: Sanitary Sewer Improvements	\$955,766.87	\$797,139.19
Schedule D: Watermain Improvements	\$690,441.84	\$690,441.84
Schedule E: Provisional Items	\$12,866.18	\$12,866.18
Total Estimated Project Cost (Base Bid)	\$3,223,069.96	\$3,064,442.28

Recommended City Council Action

There are three options for the Council to consider:

- Option 1: Award the construction contract in the amount of \$2,630,326.00, with no changes in the sanitary sewer scope, which has an estimated total project cost of \$3,223,069.96.
 - Pros:
 - Project timeframe meets resident and City expectations.
 - Project was bid on an early schedule and received a competitive number of bids.
 - All planned improvements will occur.
 - Cons:
 - Project is over the anticipated cost.
 - Bonding costs will increase.

- Option 2: Award the construction contract in the amount of \$2,630,326.00, with changes in the sanitary sewer scope, which has an estimated total project cost of \$3,064,442.28.
 - Pros:
 - Project timeframe meets resident and City expectations.
 - A reduction in some sanitary improvements could increase contractor production rates and help with resident access.
 - Project is less expensive than Option 1.
 - Cons:
 - Project is over the anticipated cost.
 - Bonding costs will increase.
 - Some sewer improvements will be rehabilitation instead of replacement.

- Option 3: Reject all bids and do not award a construction contract.
 - Pros:
 - Reduces bonding costs on the overall City budget.
 - Tabling the project could allow for additional time to budget for increased bond payments.
 - Cons:
 - Project timeframe does not meet resident and City expectations.
 - Labor and material prices could increase.
 - Delays City progress on future street and utility improvement projects.

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Three resolutions have been included for Council consideration that pertain to each option:

- Option 1: A resolution receiving the bids and awarding the contract for the 2023 Street and Utility Improvement Project
- Option 2: A resolution receiving the bids and awarding the contract and a resolution approving Change Order 1 for the 2023 Street and Utility Improvement Project
- Option 3: A resolution rejecting the bids for the 2023 Street and Utility Improvement Project.

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February 28, 2023

Honorable Mayor and City Council
c/o Dan Tolsma
City of Tonka Bay
4901 Manitou Road
Tonka Bay, MN 55331

Re: 2023 Street & Utility Improvements Project
City of Tonka Bay, MN
WSB Project No. 021233-000

Dear Mayor and City Council:

Bids were received online for the above-referenced project on Wednesday, February 8, 2023, and were viewed and read aloud. Five bids were received. It should be noted that the project was bid with a Base Bid and one Alternate for watermain lining.

Please find attached the Bid Tabulation Summary indicating Bituminous Roadways, Inc, Mendota Heights, Minnesota, as the low bidder with a Base Bid amount of \$2,630,326.00 and an Alternate 1 bid amount of \$110,460.00, for a grand total bid amount of \$2,740,786.00. The Engineer's Estimate for the project was a Base Bid amount of \$2,204,248.00 and an Alternate 1 bid amount of \$52,600.00, for a grand total bid amount of \$2,256,848.00.

We recommend that the City Council consider these bids and award a contract for the base bid in the amount of \$2,630,326.00 to Bituminous Roadways, Inc. based on the results of the bids received. We also recommend that the City Council approve Change Order No. 1, which would reduce the sanitary sewer scope and thereby reduce the base bid to \$2,504,494.00.

If you have any questions, please contact me at 612.214.2081. Thank you.

Sincerely,

WSB

Adam Gadbois, PE
City Engineer

Attachment

srb

BID TABULATION SUMMARY

PROJECT:

2023 Street & Utility Improvements Project

OWNER:

City of Tonka Bay, MN

WSB PROJECT NO.:

021233-000

BIDS RECEIVED ONLINE: Wednesday, February 8, 2023, at 1:00 p.m. Local Time

Contractor	Bid Bond (5%)	Add. No. 1 Received	Base Bid	Alternate 1	Grand Total Bid
1 Bituminous Roadways, Inc.	X	X	\$2,630,326.00	\$110,460.00	\$2,740,786.00
2 Meyer Contracting, Inc.	X	X	\$2,915,341.66	\$101,005.15	\$3,016,346.81
3 New Look Contracting, Inc.	X	X	\$2,988,062.50	\$78,900.00	\$3,066,962.50
4 Geislinger & Sons, Inc.	X	X	\$3,004,823.01	\$98,625.00	\$3,103,448.01
5 Minger Construction Cos., Inc.	X	X	\$3,128,000.00	\$118,350.00	\$3,246,350.00
Engineer's Opinion of Probable Cost			\$2,204,248.00	\$52,600.00	\$2,256,848.00

I hereby certify that this is a true and correct tabulation of the bids as received on February 8, 2023.



Adam Gadbois, PE, City Engineer

Bid Tabulation

2023 Street & Utility Improvements Project

City of Tonka Bay, MN

Bids Received Online: Wednesday, February 8, 2023, at 1:00 p.m. Local Time

WSB Project No. 021233-000



Line #	Mat. #	Item Description	Units	Quantity	Engineer's Estimate		Bituminous Roadways, Inc.		Meyer Contracting, Inc.		New Look Contracting, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
A. SURFACE IMPROVEMENTS												
1	2021.501	MOBILIZATION	LS	1	\$51,200.00	\$51,200.00	\$70,000.00	\$70,000.00	\$65,000.00	\$65,000.00	\$175,000.00	\$175,000.00
2	2101.502	CLEARING	EACH	13	\$500.00	\$6,500.00	\$440.00	\$5,720.00	\$400.00	\$5,200.00	\$550.00	\$7,150.00
3	2101.502	GRUBBING	EACH	13	\$500.00	\$6,500.00	\$110.00	\$1,430.00	\$200.00	\$2,600.00	\$135.00	\$1,755.00
4	2101.505	CLEARING	ACRE	0.05	\$5,000.00	\$250.00	\$44,000.00	\$2,200.00	\$40,000.00	\$2,000.00	\$55,000.00	\$2,750.00
5	2101.505	GRUBBING	ACRE	0.05	\$5,000.00	\$250.00	\$44,000.00	\$2,200.00	\$40,000.00	\$2,000.00	\$55,000.00	\$2,750.00
6	2104.502	REMOVE CASTING	EACH	13	\$50.00	\$650.00	\$10.00	\$130.00	\$101.12	\$1,314.56	\$250.00	\$3,250.00
7	2104.502	REMOVE SIGN	EACH	21	\$50.00	\$1,050.00	\$44.00	\$924.00	\$25.00	\$525.00	\$50.00	\$1,050.00
8	2104.502	SALVAGE SIGN	EACH	1	\$150.00	\$150.00	\$44.00	\$44.00	\$25.00	\$25.00	\$50.00	\$50.00
9	2104.503	REMOVE CURB AND CUTTER	L F	40	\$5.00	\$200.00	\$14.50	\$580.00	\$7.02	\$280.80	\$25.00	\$1,000.00
10	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	230	\$6.00	\$1,380.00	\$7.00	\$1,610.00	\$3.35	\$770.50	\$10.00	\$2,300.00
11	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	870	\$5.00	\$4,350.00	\$2.00	\$1,740.00	\$2.24	\$1,948.80	\$4.00	\$3,480.00
12	2104.503	REMOVE RETAINING WALL	L F	100	\$25.00	\$2,500.00	\$20.00	\$2,000.00	\$18.18	\$1,818.00	\$12.00	\$1,200.00
13	2104.503	SALVAGE FENCE	L F	80	\$25.00	\$2,000.00	\$33.00	\$2,640.00	\$30.00	\$2,400.00	\$34.00	\$2,720.00
14	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	260	\$18.00	\$4,680.00	\$13.50	\$3,510.00	\$12.06	\$3,135.60	\$18.00	\$4,680.00
15	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	970	\$10.00	\$9,700.00	\$13.00	\$12,610.00	\$7.09	\$6,877.30	\$9.00	\$8,730.00
16	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	7490	\$3.00	\$22,470.00	\$4.00	\$29,960.00	\$2.94	\$22,020.60	\$6.00	\$44,940.00
17	2104.518	REMOVE CONCRETE WALK	S F	50	\$2.00	\$100.00	\$7.50	\$375.00	\$1.10	\$55.00	\$5.00	\$250.00
18	2104.603	ABANDON STORM SEWER	L F	90	\$5.00	\$450.00	\$29.00	\$2,610.00	\$33.11	\$2,979.90	\$22.00	\$1,980.00
19	2104.618	SALVAGE BRICK PAVERS	S F	1360	\$5.00	\$6,800.00	\$0.60	\$816.00	\$3.31	\$4,501.60	\$5.00	\$6,800.00
20	2106.507	EXCAVATION - COMMON (P)	C Y	5170	\$35.00	\$180,950.00	\$21.00	\$108,570.00	\$24.05	\$124,338.50	\$29.00	\$149,930.00
21	2106.507	EXCAVATION - SUBGRADE	C Y	1300	\$40.00	\$52,000.00	\$20.50	\$26,650.00	\$33.88	\$44,044.00	\$40.00	\$52,000.00
22	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	3050	\$31.00	\$94,550.00	\$28.50	\$86,925.00	\$41.33	\$126,056.50	\$30.00	\$91,500.00
23	2106.507	COMMON EMBANKMENT (CV)	C Y	1300	\$20.00	\$26,000.00	\$10.50	\$13,650.00	\$10.63	\$13,819.00	\$12.00	\$15,600.00
24	2106.507	STABILIZING AGGREGATE (CV)	C Y	150	\$20.00	\$3,000.00	\$74.50	\$11,175.00	\$84.54	\$12,681.00	\$60.00	\$9,000.00
25	2106.601	DEWATERING	LS	1	\$5,000.00	\$5,000.00	\$41,190.00	\$41,190.00	\$5,000.00	\$5,000.00	\$1.00	\$1.00
26	2106.603	DITCH CLEANING	L F	150	\$20.00	\$3,000.00	\$17.00	\$2,550.00	\$16.45	\$2,467.50	\$15.00	\$2,250.00
27	2108.504	GEOTEXTILE FABRIC TYPE 5 (P)	S Y	7690	\$2.50	\$19,225.00	\$0.94	\$7,228.60	\$1.69	\$12,996.10	\$3.00	\$23,070.00
28	2112.519	SUBGRADE PREPARATION	RDST	35	\$150.00	\$5,250.00	\$135.00	\$4,725.00	\$225.18	\$7,881.30	\$475.00	\$16,625.00
29	2118.507	AGGREGATE SURFACING (LV), CLASS 2	C Y	50	\$50.00	\$2,500.00	\$43.00	\$2,150.00	\$140.08	\$7,004.00	\$100.00	\$5,000.00
30	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	50	\$160.00	\$8,000.00	\$205.00	\$10,250.00	\$160.00	\$8,000.00	\$1.00	\$50.00
31	2123.61	UTILITY CREW	HOUR	20	\$1,250.00	\$25,000.00	\$625.00	\$12,500.00	\$1,000.00	\$20,000.00	\$1.00	\$20.00
32	2130.523	WATER	MGAL	39	\$85.00	\$3,315.00	\$135.00	\$5,265.00	\$48.27	\$1,882.53	\$1.00	\$39.00
33	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	1370	\$32.50	\$44,525.00	\$37.00	\$50,690.00	\$68.60	\$93,982.00	\$50.00	\$68,500.00
34	2232.504	REMOVE BITUMINOUS WEDGE	S Y	1230	\$22.50	\$27,675.00	\$18.00	\$22,140.00	\$4.76	\$5,854.80	\$14.50	\$17,835.00
35	2331.603	JOINT ADHESIVE	L F	5510	\$1.50	\$8,265.00	\$0.75	\$4,132.50	\$0.68	\$3,746.80	\$1.00	\$5,510.00
36	2360.504	TYPE SP 9.5 WEAR CRS MIX (2,B) 3.0" THICK	S Y	710	\$45.00	\$31,950.00	\$29.50	\$20,945.00	\$54.43	\$38,645.30	\$45.00	\$31,950.00
37	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	590	\$90.00	\$53,100.00	\$94.50	\$55,755.00	\$88.00	\$51,920.00	\$120.00	\$70,800.00

Bid Tabulation

2023 Street & Utility Improvements Project

City of Tonka Bay, MN

Bids Received Online: Wednesday, February 8, 2023, at 1:00 p.m. Local Time

WSB Project No. 021233-000



Line #	Mat. #	Item Description	Units	Quantity	Engineer's Estimate		Bituminous Roadways, Inc.		Meyer Contracting, Inc.		New Look Contracting, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
38	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	TON	980	\$85.00	\$83,300.00	\$89.50	\$87,710.00	\$74.00	\$72,520.00	\$100.00	\$98,000.00
39	2411.618	MODULAR BLOCK RETAINING WALL	S F	150	\$50.00	\$7,500.00	\$62.00	\$9,300.00	\$59.04	\$8,856.00	\$74.00	\$11,100.00
40	2511.603	BOULDER WALL	L F	50	\$50.00	\$2,500.00	\$165.00	\$8,250.00	\$138.81	\$6,940.50	\$225.00	\$11,250.00
41	2521.518	4" CONCRETE WALK	S F	50	\$7.00	\$350.00	\$14.50	\$725.00	\$11.32	\$566.00	\$11.00	\$550.00
42	2531.503	CONCRETE CURB & GUTTER DESIGN D412	L F	3650	\$15.00	\$54,750.00	\$17.50	\$63,875.00	\$17.86	\$65,189.00	\$17.00	\$62,050.00
43	2531.503	CONCRETE RIBBON CURB	L F	1850	\$13.00	\$24,050.00	\$17.50	\$32,375.00	\$16.00	\$29,600.00	\$18.00	\$33,300.00
44	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	820	\$65.00	\$53,300.00	\$100.00	\$82,000.00	\$98.12	\$80,458.40	\$105.00	\$86,100.00
45	2531.604	6" CONCRETE VALLEY GUTTER	S Y	40	\$100.00	\$4,000.00	\$105.00	\$4,200.00	\$116.83	\$4,673.20	\$128.00	\$5,120.00
46	2540.602	TEMPORARY MAIL BOX	EACH	41	\$75.00	\$3,075.00	\$220.00	\$9,020.00	\$200.00	\$8,200.00	\$225.00	\$9,225.00
47	2540.602	MAIL BOX	EACH	1	\$100.00	\$100.00	\$44.00	\$44.00	\$40.00	\$40.00	\$45.00	\$45.00
48	2540.602	MAIL BOX SUPPORT	EACH	1	\$150.00	\$150.00	\$220.00	\$220.00	\$200.00	\$200.00	\$225.00	\$225.00
49	2540.618	INSTALL BRICK PAVERS	S F	900	\$15.00	\$13,500.00	\$15.00	\$13,500.00	\$32.61	\$29,349.00	\$17.00	\$15,300.00
50	2557.602	REPAIR DOG FENCE	EACH	5	\$200.00	\$1,000.00	\$220.00	\$1,100.00	\$800.00	\$4,000.00	\$550.00	\$2,750.00
51	2557.603	INSTALL FENCE	L F	80	\$25.00	\$2,000.00	\$105.00	\$8,400.00	\$94.00	\$7,520.00	\$106.00	\$8,480.00
52	2563.601	TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00	\$7,135.00	\$7,135.00	\$1,800.00	\$1,800.00	\$6,000.00	\$6,000.00
53	2564.518	SIGN PANELS TYPE C	S F	40	\$10.50	\$420.00	\$93.50	\$3,740.00	\$90.00	\$3,600.00	\$45.00	\$1,800.00
54	2564.602	INSTALL SALVAGED SIGN	EACH	1	\$100.00	\$100.00	\$275.00	\$275.00	\$200.00	\$200.00	\$325.00	\$325.00
55	2564.602	SIGN PANELS TYPE SPECIAL	EACH	9	\$80.00	\$720.00	\$745.00	\$6,705.00	\$250.00	\$2,250.00	\$200.00	\$1,800.00
56	2572.51	PRUNE TREES	HOUR	10	\$150.00	\$1,500.00	\$330.00	\$3,300.00	\$185.00	\$1,850.00	\$140.00	\$1,400.00
57	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00
58	2573.502	STORM DRAIN INLET PROTECTION	EACH	14	\$125.00	\$1,750.00	\$205.00	\$2,870.00	\$185.98	\$2,603.72	\$175.00	\$2,450.00
59	2573.503	SILT FENCE, TYPE MS	L F	730	\$4.00	\$2,920.00	\$3.50	\$2,555.00	\$5.21	\$3,803.30	\$5.00	\$3,650.00
60	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	L F	100	\$15.00	\$1,500.00	\$14.50	\$1,450.00	\$14.27	\$1,427.00	\$15.00	\$1,500.00
61	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	6280	\$4.50	\$28,260.00	\$3.50	\$21,980.00	\$5.17	\$32,467.60	\$5.00	\$31,400.00
62	2574.507	COMMON TOPSOIL BORROW	C Y	530	\$45.00	\$23,850.00	\$60.50	\$32,065.00	\$82.12	\$43,523.60	\$50.00	\$26,500.00
63	2574.508	FERTILIZER TYPE 3	LB	80	\$20.00	\$1,600.00	\$0.83	\$66.40	\$0.82	\$65.60	\$3.00	\$240.00
64	2575.501	TURF ESTABLISHMENT	LS	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$6,099.24	\$6,099.24	\$5,100.00	\$5,100.00
65	2575.504	SODDING TYPE LAWN	S Y	3110	\$9.00	\$27,990.00	\$5.50	\$17,105.00	\$5.53	\$17,198.30	\$6.00	\$18,660.00
66	2575.504	RAPID STABILIZATION METHOD 4	S Y	460	\$3.00	\$1,380.00	\$2.00	\$920.00	\$2.09	\$961.40	\$4.50	\$2,070.00
67	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	400	\$5.00	\$2,000.00	\$2.00	\$800.00	\$2.09	\$836.00	\$3.50	\$1,400.00
68	2575.505	SEEDING	ACRE	0.32	\$3,500.00	\$1,120.00	\$2,750.00	\$880.00	\$2,743.44	\$877.90	\$3,000.00	\$960.00
69	2575.508	SEED MIXTURE 22-111	LB	40	\$20.00	\$800.00	\$4.50	\$180.00	\$4.66	\$186.40	\$10.00	\$400.00
70	2575.508	SEED MIXTURE 25-151	LB	60	\$20.00	\$1,200.00	\$5.00	\$300.00	\$4.94	\$296.40	\$10.00	\$600.00
71	2575.509	MULCH MATERIAL TYPE 1	TON	1.6	\$100.00	\$160.00	\$1,100.00	\$1,760.00	\$1,097.38	\$1,755.81	\$1,250.00	\$2,000.00
72	2575.523	WATER	MGAL	35	\$65.00	\$2,275.00	\$110.00	\$3,850.00	\$109.74	\$3,840.90	\$115.00	\$4,025.00
TOTAL A. SURFACE IMPROVEMENTS							\$1,073,605.00	\$1,060,945.50	\$1,150,527.26		\$1,287,291.00	

Bid Tabulation

2023 Street & Utility Improvements Project

City of Tonka Bay, MN

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WSB Project No. 021233-000



Line #	Mat. #	Item Description	Units	Quantity	Engineer's Estimate		Bituminous Roadways, Inc.		Meyer Contracting, Inc.		New Look Contracting, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
B. STORM SEWER IMPROVEMENTS												
73	2021.501	MOBILIZATION	LS	1	\$7,600.00	\$7,600.00	\$3,845.00	\$3,845.00	\$18,000.00	\$18,000.00	\$3,500.00	\$3,500.00
74	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	6	\$650.00	\$3,900.00	\$325.00	\$1,950.00	\$406.62	\$2,439.72	\$900.00	\$5,400.00
75	2104.503	REMOVE SEWER PIPE (STORM)	L F	282	\$20.00	\$5,640.00	\$11.00	\$3,102.00	\$25.51	\$7,193.82	\$20.00	\$5,640.00
76	2501.502	12" CS PIPE APRON	EACH	1	\$800.00	\$800.00	\$720.00	\$720.00	\$686.78	\$686.78	\$750.00	\$750.00
77	2501.502	15" RC PIPE APRON	EACH	2	\$1,500.00	\$3,000.00	\$2,570.00	\$5,140.00	\$2,835.38	\$5,670.76	\$2,500.00	\$5,000.00
78	2501.502	18" RC PIPE APRON	EACH	1	\$1,750.00	\$1,750.00	\$2,760.00	\$2,760.00	\$3,048.17	\$3,048.17	\$2,750.00	\$2,750.00
79	2501.502	21" RC PIPE APRON	EACH	1	\$2,000.00	\$2,000.00	\$3,020.00	\$3,020.00	\$3,337.87	\$3,337.87	\$3,000.00	\$3,000.00
80	2502.503	4" PERF PE PIPE DRAIN	L F	398	\$35.00	\$13,930.00	\$30.00	\$11,940.00	\$21.64	\$8,612.72	\$15.00	\$5,970.00
81	2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	8	\$600.00	\$4,800.00	\$495.00	\$3,960.00	\$754.54	\$6,036.32	\$450.00	\$3,600.00
82	2503.503	12" RC PIPE SEWER CLASS V	L F	88	\$65.00	\$5,720.00	\$77.00	\$6,776.00	\$113.19	\$9,960.72	\$80.00	\$7,040.00
83	2503.503	15" RC PIPE SEWER CLASS V	L F	453	\$70.00	\$31,710.00	\$86.00	\$38,958.00	\$110.06	\$49,857.18	\$80.00	\$36,240.00
84	2503.503	18" RC PIPE SEWER CLASS V	L F	231	\$75.00	\$17,325.00	\$92.00	\$21,252.00	\$117.04	\$27,036.24	\$85.00	\$19,635.00
85	2503.503	21" RC PIPE SEWER CLASS III	L F	59	\$80.00	\$4,720.00	\$105.00	\$6,195.00	\$132.63	\$7,825.17	\$112.00	\$6,608.00
86	2503.603	12" HDPE PIPE SEWER	L F	25	\$75.00	\$1,875.00	\$68.50	\$1,712.50	\$84.15	\$2,103.75	\$80.00	\$2,000.00
87	2503.603	15" PVC PIPE SEWER SDR 26	L F	28	\$85.00	\$2,380.00	\$125.00	\$3,500.00	\$142.65	\$3,994.20	\$130.00	\$3,640.00
88	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	1	\$7,500.00	\$7,500.00	\$39,520.00	\$39,520.00	\$56,590.93	\$56,590.93	\$35,000.00	\$35,000.00
89	2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	1	\$750.00	\$750.00	\$4,310.00	\$4,310.00	\$3,561.42	\$3,561.42	\$4,500.00	\$4,500.00
90	2506.502	CASTING ASSEMBLY	EACH	9	\$1,100.00	\$9,900.00	\$1,030.00	\$9,270.00	\$985.40	\$8,868.60	\$1,000.00	\$9,000.00
91	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	25	\$600.00	\$15,000.00	\$1,060.00	\$26,500.00	\$1,142.50	\$28,562.50	\$1,000.00	\$25,000.00
92	2506.602	CHIMNEY SEAL	EACH	14	\$250.00	\$3,500.00	\$230.00	\$3,220.00	\$413.16	\$5,784.24	\$325.00	\$4,550.00
93	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC (2'X3')	EACH	5	\$2,500.00	\$12,500.00	\$3,050.00	\$15,250.00	\$4,477.10	\$22,385.50	\$3,150.00	\$15,750.00
94	2511.507	RANDOM RIPRAP CLASS III	C Y	21	\$125.00	\$2,625.00	\$120.00	\$2,520.00	\$296.40	\$6,224.40	\$200.00	\$4,200.00
TOTAL B. STORM SEWER IMPROVEMENTS						\$158,925.00	\$215,420.50	\$287,781.01	\$208,773.00			
C. SANITARY SEWER IMPROVEMENTS												
95	2021.501	MOBILIZATION	LS	1	\$21,400.00	\$21,400.00	\$50,000.00	\$50,000.00	\$39,000.00	\$39,000.00	\$3,500.00	\$3,500.00
96	2104.502	REMOVE MANHOLE	EACH	10	\$500.00	\$5,000.00	\$255.00	\$2,550.00	\$598.12	\$5,981.20	\$900.00	\$9,000.00
97	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	1140	\$7.00	\$7,980.00	\$8.50	\$9,690.00	\$19.28	\$21,979.20	\$15.00	\$17,100.00
98	2104.503	REMOVE SANITARY SERVICE PIPE	L F	190	\$15.00	\$2,850.00	\$3.00	\$570.00	\$25.31	\$4,808.90	\$10.00	\$1,900.00
99	2503.503	12" RC PIPE SEWER CLASS V	L F	7	\$100.00	\$700.00	\$130.00	\$910.00	\$292.26	\$2,045.82	\$130.00	\$910.00
100	2503.601	SANITARY SEWER BYPASS PUMPING	L S	1	\$12,000.00	\$12,000.00	\$47,440.00	\$47,440.00	\$13,508.78	\$13,508.78	\$3,500.00	\$3,500.00
101	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	5	\$1,500.00	\$7,500.00	\$7,465.00	\$37,325.00	\$2,185.36	\$10,926.80	\$3,000.00	\$15,000.00
102	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	11	\$500.00	\$5,500.00	\$490.00	\$5,390.00	\$1,901.16	\$20,912.76	\$425.00	\$4,675.00
103	2503.602	8"X4" PVC WYE	EACH	11	\$400.00	\$4,400.00	\$720.00	\$7,920.00	\$2,092.22	\$23,014.42	\$275.00	\$3,025.00
104	2503.602	4" CLEAN-OUT ASSEMBLY	EACH	15	\$850.00	\$12,750.00	\$1,930.00	\$28,950.00	\$1,690.88	\$25,363.20	\$700.00	\$10,500.00
105	2503.602	LINING SEWER PIPE LATERAL	EACH	37	\$3,600.00	\$133,200.00	\$4,525.00	\$167,425.00	\$4,100.00	\$151,700.00	\$425.00	\$15,725.00
106	2503.602	TELEWISE SANITARY SEWER SERVICE	EACH	37	\$150.00	\$5,550.00	\$385.00	\$14,245.00	\$350.00	\$12,950.00	\$5,500.00	\$203,500.00

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					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
107	2503.603	4" PVC PIPE SEWER SDR 26	L F	190	\$35.00	\$6,650.00	\$53.50	\$10,165.00	\$59.99	\$11,398.10	\$64.00	\$12,160.00
108	2503.603	LINING SEWER PIPE 8"	L F	1720	\$25.00	\$43,000.00	\$60.00	\$103,200.00	\$55.10	\$94,772.00	\$90.00	\$154,800.00
109	2503.603	LINING SEWER PIPE LATERAL	L F	430	\$12.00	\$5,160.00	\$11.00	\$4,730.00	\$10.00	\$4,300.00	\$40.00	\$17,200.00
110	2503.603	8" PVC PIPE SEWER SDR 35	L F	1110	\$50.00	\$55,500.00	\$82.50	\$91,575.00	\$84.26	\$93,528.60	\$136.00	\$150,960.00
111	2503.603	TELEWISE SANITARY SEWER	L F	3390	\$4.00	\$13,560.00	\$2.50	\$8,475.00	\$3.35	\$11,356.50	\$3.50	\$11,865.00
112	2503.603	12" PVC PIPE SEWER SDR 35	L F	40	\$100.00	\$4,000.00	\$170.00	\$6,800.00	\$202.19	\$8,087.60	\$160.00	\$6,400.00
113	2503.603	LINING SEWER PIPE 12"	L F	570	\$40.00	\$22,800.00	\$67.50	\$38,475.00	\$62.24	\$35,476.80	\$105.00	\$59,850.00
114	2506.502	CASTING ASSEMBLY (SANITARY SEWER)	EACH	22	\$1,200.00	\$26,400.00	\$1,030.00	\$22,660.00	\$1,154.08	\$25,389.76	\$1,000.00	\$22,000.00
115	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	L F	16	\$400.00	\$6,400.00	\$2,875.00	\$46,000.00	\$1,124.10	\$17,985.60	\$1,500.00	\$24,000.00
116	2506.602	ADJUST FRAME & RING CASTING	EACH	1	\$500.00	\$500.00	\$460.00	\$460.00	\$508.84	\$508.84	\$1,500.00	\$1,500.00
117	2506.602	CHIMNEY SEAL	EACH	22	\$375.00	\$8,250.00	\$220.00	\$4,840.00	\$363.68	\$8,000.96	\$325.00	\$7,150.00
118	2506.603	CONSTRUCT 48" DIA SANITARY MANHOLE	L F	90	\$500.00	\$45,000.00	\$780.00	\$70,200.00	\$879.08	\$79,117.20	\$800.00	\$72,000.00
TOTAL C. SANITARY SEWER IMPROVEMENTS						\$456,050.00		\$779,995.00		\$722,113.04		\$828,220.00
D. WATERMAIN IMPROVEMENTS												
119	2021.501	MOBILIZATION	LS	1	\$24,100.00	\$24,100.00	\$9,200.00	\$9,200.00	\$41,000.00	\$41,000.00	\$3,500.00	\$3,500.00
120	2104.502	REMOVE GATE VALVE & BOX	EACH	4	\$450.00	\$1,800.00	\$205.00	\$820.00	\$217.40	\$869.60	\$450.00	\$1,800.00
121	2104.502	REMOVE HYDRANT	EACH	7	\$750.00	\$5,250.00	\$205.00	\$1,435.00	\$652.44	\$4,567.08	\$900.00	\$6,300.00
122	2104.503	REMOVE WATER MAIN	L F	1343	\$6.00	\$8,058.00	\$2.00	\$2,686.00	\$12.43	\$16,693.49	\$22.50	\$30,217.50
123	2104.602	REMOVE WATER SERVICE AND CURB BOX	EACH	34	\$400.00	\$13,600.00	\$12.00	\$408.00	\$200.22	\$6,807.48	\$22.50	\$765.00
124	2503.602	POST BURST SANITARY SEWER VERIFICATION	EACH	6	\$500.00	\$3,000.00	\$355.00	\$2,130.00	\$425.00	\$2,550.00	\$1,150.00	\$6,900.00
125	2504.601	TEMPORARY WATER SERVICE	LS	1	\$20,000.00	\$20,000.00	\$35,210.00	\$35,210.00	\$35,253.81	\$35,253.81	\$65,000.00	\$65,000.00
126	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	\$2,000.00	\$2,000.00	\$3,760.00	\$3,760.00	\$2,014.10	\$2,014.10	\$1,000.00	\$1,000.00
127	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	34	\$350.00	\$11,900.00	\$205.00	\$6,970.00	\$669.77	\$22,772.18	\$900.00	\$30,600.00
128	2504.602	1" CORPORATION STOP	EACH	33	\$550.00	\$18,150.00	\$2,985.00	\$98,505.00	\$1,335.16	\$44,060.28	\$450.00	\$14,850.00
129	2504.602	2" CORPORATION STOP	EACH	1	\$750.00	\$750.00	\$6,090.00	\$6,090.00	\$1,828.46	\$1,828.46	\$1,000.00	\$1,000.00
130	2504.602	1" CURB STOP & BOX	EACH	33	\$650.00	\$21,450.00	\$605.00	\$19,965.00	\$1,135.64	\$37,476.12	\$725.00	\$23,925.00
131	2504.602	2" CURB STOP & BOX	EACH	1	\$900.00	\$900.00	\$1,605.00	\$1,605.00	\$1,656.84	\$1,656.84	\$1,350.00	\$1,350.00
132	2504.602	HYDRANT	EACH	7	\$6,000.00	\$42,000.00	\$7,840.00	\$54,880.00	\$9,341.09	\$65,387.63	\$7,750.00	\$54,250.00
133	2504.602	6" GATE VALVE & BOX	EACH	7	\$2,200.00	\$15,400.00	\$3,675.00	\$25,725.00	\$3,442.46	\$24,097.22	\$3,250.00	\$22,750.00
134	2504.602	8" GATE VALVE & BOX	EACH	7	\$3,200.00	\$22,400.00	\$4,635.00	\$32,445.00	\$4,635.73	\$32,450.11	\$4,350.00	\$30,450.00
135	2504.603	1" TYPE PE PIPE	L F	650	\$25.00	\$16,250.00	\$6.00	\$3,900.00	\$50.72	\$32,968.00	\$43.00	\$27,950.00
136	2504.603	WATER SERVICE (DIRECTIONAL DRILLED)	L F	228	\$45.00	\$10,260.00	\$77.00	\$17,556.00	\$51.29	\$11,694.12	\$66.00	\$15,048.00
137	2504.603	2" TYPE PE PIPE	L F	31	\$35.00	\$1,085.00	\$41.00	\$1,271.00	\$68.40	\$2,120.40	\$43.00	\$1,333.00
138	2504.603	6" WATER MAIN DUCTILE IRON CL 52	LF	77	\$80.00	\$6,160.00	\$87.00	\$6,699.00	\$104.94	\$8,080.38	\$66.00	\$5,082.00
139	2504.603	8" PVC WATERMAIN	L F	1274	\$75.00	\$95,550.00	\$62.50	\$79,625.00	\$85.27	\$108,633.98	\$63.00	\$80,262.00
140	2504.603	8" WATERMAIN HDPE (PIPE BURST)	L F	1613	\$85.00	\$137,105.00	\$60.00	\$96,780.00	\$111.89	\$180,478.57	\$117.00	\$188,721.00

Bid Tabulation

2023 Street & Utility Improvements Project

City of Tonka Bay, MN

Bids Received Online: Wednesday, February 8, 2023, at 1:00 p.m. Local Time

WSB Project No. 021233-000



Line #	Mat. #	Item Description	Units	Quantity	Engineer's Estimate		Bituminous Roadways, Inc.		Meyer Contracting, Inc.		New Look Contracting, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
141	2504.604	4" POLYSTYRENE INSULATION	S Y	150	\$50.00	\$7,500.00	\$44.00	\$6,600.00	\$51.07	\$7,660.50	\$70.00	\$10,500.00
142	2504.608	DUCTILE IRON FITTINGS	LB	2050	\$10.00	\$20,500.00	\$24.00	\$49,200.00	\$26.00	\$53,300.00	\$14.50	\$29,725.00
TOTAL D. WATERMAIN IMPROVEMENTS						\$505,168.00	\$563,465.00	\$744,420.35	\$653,278.50			
E. PROVISIONAL ITEMS												
143	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	L S	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
144	2504.601	IRRIGATION SYSTEM REPAIR	L S	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
TOTAL E. PROVISIONAL ITEMS						\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00			
F. ALTERNATE 1: WATERMAIN LINING												
145	2504.603	LINING WATER MAIN 6"	L F	263	\$200.00	\$52,600.00	\$420.00	\$110,460.00	\$384.05	\$101,005.15	\$300.00	\$78,900.00
TOTAL F. ALTERNATE 1: WATERMAIN LINING						\$52,600.00	\$110,460.00	\$101,005.15	\$78,900.00			
TOTAL BASE BID (A. THROUGH E.)						\$2,204,248.00	\$2,630,326.00	\$2,915,341.66	\$2,988,062.50			
TOTAL ALTERNATE 1: WATERMAIN LINING (F.)						\$52,600.00	\$110,460.00	\$101,005.15	\$78,900.00			
GRAND TOTAL BID						\$2,256,848.00	\$2,740,786.00	\$3,016,346.81	\$3,066,962.50			

Bid Tabulation

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City of Tonka Bay, MN

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WSB Project No. 021233-000



Line #	Mat. #	Item Description	Units	Quantity	Engineer's Estimate		Geislinger & Sons, Inc.		Minger Construction Companies, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
A. SURFACE IMPROVEMENTS										
1	2021.501	MOBILIZATION	LS	1	\$51,200.00	\$51,200.00	\$54,000.00	\$54,000.00	\$90,090.00	\$90,090.00
2	2101.502	CLEARING	EACH	13	\$500.00	\$6,500.00	\$300.00	\$3,900.00	\$445.00	\$5,785.00
3	2101.502	GRUBBING	EACH	13	\$500.00	\$6,500.00	\$200.00	\$2,600.00	\$115.00	\$1,495.00
4	2101.505	CLEARING	ACRE	0.05	\$5,000.00	\$250.00	\$15,000.00	\$750.00	\$44,500.00	\$2,225.00
5	2101.505	GRUBBING	ACRE	0.05	\$5,000.00	\$250.00	\$10,000.00	\$500.00	\$44,500.00	\$2,225.00
6	2104.502	REMOVE CASTING	EACH	13	\$50.00	\$650.00	\$75.00	\$975.00	\$150.00	\$1,950.00
7	2104.502	REMOVE SIGN	EACH	21	\$50.00	\$1,050.00	\$45.00	\$945.00	\$45.00	\$945.00
8	2104.502	SALVAGE SIGN	EACH	1	\$150.00	\$150.00	\$125.00	\$125.00	\$115.00	\$115.00
9	2104.503	REMOVE CURB AND CUTTER	L F	40	\$5.00	\$200.00	\$10.00	\$400.00	\$10.00	\$400.00
10	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	230	\$6.00	\$1,380.00	\$5.00	\$1,150.00	\$5.50	\$1,265.00
11	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	870	\$5.00	\$4,350.00	\$5.00	\$4,350.00	\$2.25	\$1,957.50
12	2104.503	REMOVE RETAINING WALL	L F	100	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$15.00	\$1,500.00
13	2104.503	SALVAGE FENCE	L F	80	\$25.00	\$2,000.00	\$8.00	\$640.00	\$33.00	\$2,640.00
14	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	260	\$18.00	\$4,680.00	\$10.00	\$2,600.00	\$13.00	\$3,380.00
15	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	970	\$10.00	\$9,700.00	\$8.00	\$7,760.00	\$9.00	\$8,730.00
16	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	7490	\$3.00	\$22,470.00	\$4.50	\$33,705.00	\$4.50	\$33,705.00
17	2104.518	REMOVE CONCRETE WALK	S F	50	\$2.00	\$100.00	\$2.00	\$100.00	\$4.50	\$225.00
18	2104.603	ABANDON STORM SEWER	L F	90	\$5.00	\$450.00	\$25.00	\$2,250.00	\$35.00	\$3,150.00
19	2104.618	SALVAGE BRICK PAVERS	S F	1360	\$5.00	\$6,800.00	\$4.00	\$5,440.00	\$3.00	\$4,080.00
20	2106.507	EXCAVATION - COMMON (P)	C Y	5170	\$35.00	\$180,950.00	\$33.50	\$173,195.00	\$18.50	\$95,645.00
21	2106.507	EXCAVATION - SUBGRADE	C Y	1300	\$40.00	\$52,000.00	\$19.50	\$25,350.00	\$31.25	\$40,625.00
22	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	3050	\$31.00	\$94,550.00	\$25.00	\$76,250.00	\$28.25	\$86,162.50
23	2106.507	COMMON EMBANKMENT (CV)	C Y	1300	\$20.00	\$26,000.00	\$8.00	\$10,400.00	\$11.50	\$14,950.00
24	2106.507	STABILIZING AGGREGATE (CV)	C Y	150	\$20.00	\$3,000.00	\$76.00	\$11,400.00	\$87.00	\$13,050.00
25	2106.601	DEWATERING	LS	1	\$5,000.00	\$5,000.00	\$0.01	\$0.01	\$25,000.00	\$25,000.00
26	2106.603	DITCH CLEANING	L F	150	\$20.00	\$3,000.00	\$33.00	\$4,950.00	\$10.00	\$1,500.00
27	2108.504	GEOTEXTILE FABRIC TYPE 5 (P)	S Y	7690	\$2.50	\$19,225.00	\$3.00	\$23,070.00	\$1.50	\$11,535.00
28	2112.519	SUBGRADE PREPARATION	RDST	35	\$150.00	\$5,250.00	\$2,000.00	\$70,000.00	\$450.00	\$15,750.00
29	2118.507	AGGREGATE SURFACING (LV), CLASS 2	C Y	50	\$50.00	\$2,500.00	\$60.00	\$3,000.00	\$115.00	\$5,750.00
30	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	50	\$160.00	\$8,000.00	\$150.00	\$7,500.00	\$165.00	\$8,250.00
31	2123.61	UTILITY CREW	HOUR	20	\$1,250.00	\$25,000.00	\$1,000.00	\$20,000.00	\$700.00	\$14,000.00
32	2130.523	WATER	MGAL	39	\$85.00	\$3,315.00	\$250.00	\$9,750.00	\$65.00	\$2,535.00
33	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	1370	\$32.50	\$44,525.00	\$40.00	\$54,800.00	\$63.00	\$86,310.00
34	2232.504	REMOVE BITUMINOUS WEDGE	S Y	1230	\$22.50	\$27,675.00	\$13.25	\$16,297.50	\$14.50	\$17,835.00
35	2331.603	JOINT ADHESIVE	L F	5510	\$1.50	\$8,265.00	\$1.00	\$5,510.00	\$0.90	\$4,959.00
36	2360.504	TYPE SP 9.5 WEAR CRS MIX (2,B) 3.0" THICK	S Y	710	\$45.00	\$31,950.00	\$37.00	\$26,270.00	\$51.00	\$36,210.00
37	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	590	\$90.00	\$53,100.00	\$95.00	\$56,050.00	\$105.00	\$61,950.00

Bid Tabulation

2023 Street & Utility Improvements Project

City of Tonka Bay, MN

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WSB Project No. 021233-000



Line #	Mat. #	Item Description	Units	Quantity	Engineer's Estimate		Geislinger & Sons, Inc.		Minger Construction Companies, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
38	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	TON	980	\$85.00	\$83,300.00	\$74.00	\$72,520.00	\$82.00	\$80,360.00
39	2411.618	MODULAR BLOCK RETAINING WALL	S F	150	\$50.00	\$7,500.00	\$55.00	\$8,250.00	\$95.00	\$14,250.00
40	2511.603	BOULDER WALL	L F	50	\$50.00	\$2,500.00	\$150.00	\$7,500.00	\$210.00	\$10,500.00
41	2521.518	4" CONCRETE WALK	S F	50	\$7.00	\$350.00	\$10.00	\$500.00	\$17.00	\$850.00
42	2531.503	CONCRETE CURB & GUTTER DESIGN D412	L F	3650	\$15.00	\$54,750.00	\$15.25	\$55,662.50	\$21.50	\$78,475.00
43	2531.503	CONCRETE RIBBON CURB	L F	1850	\$13.00	\$24,050.00	\$16.00	\$29,600.00	\$17.50	\$32,375.00
44	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	820	\$65.00	\$53,300.00	\$88.00	\$72,160.00	\$98.00	\$80,360.00
45	2531.604	6" CONCRETE VALLEY GUTTER	S Y	40	\$100.00	\$4,000.00	\$115.00	\$4,600.00	\$103.50	\$4,140.00
46	2540.602	TEMPORARY MAIL BOX	EACH	41	\$75.00	\$3,075.00	\$210.00	\$8,610.00	\$220.00	\$9,020.00
47	2540.602	MAIL BOX	EACH	1	\$100.00	\$100.00	\$42.00	\$42.00	\$44.50	\$44.50
48	2540.602	MAIL BOX SUPPORT	EACH	1	\$150.00	\$150.00	\$210.00	\$210.00	\$225.00	\$225.00
49	2540.618	INSTALL BRICK PAVERS	S F	900	\$15.00	\$13,500.00	\$14.00	\$12,600.00	\$18.00	\$16,200.00
50	2557.602	REPAIR DOG FENCE	EACH	5	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$325.00	\$1,625.00
51	2557.603	INSTALL FENCE	L F	80	\$25.00	\$2,000.00	\$26.00	\$2,080.00	\$100.00	\$8,000.00
52	2563.601	TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$12,500.00	\$12,500.00
53	2564.518	SIGN PANELS TYPE C	S F	40	\$10.50	\$420.00	\$115.00	\$4,600.00	\$120.00	\$4,800.00
54	2564.602	INSTALL SALVAGED SIGN	EACH	1	\$100.00	\$100.00	\$425.00	\$425.00	\$440.00	\$440.00
55	2564.602	SIGN PANELS TYPE SPECIAL	EACH	9	\$80.00	\$720.00	\$310.00	\$2,790.00	\$330.00	\$2,970.00
56	2572.51	PRUNE TREES	HOURL	10	\$150.00	\$1,500.00	\$500.00	\$5,000.00	\$200.00	\$2,000.00
57	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00
58	2573.502	STORM DRAIN INLET PROTECTION	EACH	14	\$125.00	\$1,750.00	\$250.00	\$3,500.00	\$150.00	\$2,100.00
59	2573.503	SILT FENCE, TYPE MS	L F	730	\$4.00	\$2,920.00	\$2.50	\$1,825.00	\$3.25	\$2,372.50
60	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	L F	100	\$15.00	\$1,500.00	\$14.00	\$1,400.00	\$14.00	\$1,400.00
61	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	6280	\$4.50	\$28,260.00	\$3.50	\$21,980.00	\$3.25	\$20,410.00
62	2574.507	COMMON TOPSOIL BORROW	C Y	530	\$45.00	\$23,850.00	\$45.00	\$23,850.00	\$37.00	\$19,610.00
63	2574.508	FERTILIZER TYPE 3	LB	80	\$20.00	\$1,600.00	\$1.25	\$100.00	\$0.80	\$64.00
64	2575.501	TURF ESTABLISHMENT	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
65	2575.504	SODDING TYPE LAWN	S Y	3110	\$9.00	\$27,990.00	\$8.25	\$25,657.50	\$6.00	\$18,660.00
66	2575.504	RAPID STABILIZATION METHOD 4	S Y	460	\$3.00	\$1,380.00	\$2.00	\$920.00	\$2.15	\$989.00
67	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	400	\$5.00	\$2,000.00	\$2.00	\$800.00	\$2.15	\$860.00
68	2575.505	SEEDING	ACRE	0.32	\$3,500.00	\$1,120.00	\$5,000.00	\$1,600.00	\$2,775.00	\$888.00
69	2575.508	SEED MIXTURE 22-111	LB	40	\$20.00	\$800.00	\$4.00	\$160.00	\$4.75	\$190.00
70	2575.508	SEED MIXTURE 25-151	LB	60	\$20.00	\$1,200.00	\$3.00	\$180.00	\$5.00	\$300.00
71	2575.509	MULCH MATERIAL TYPE 1	TON	1.6	\$100.00	\$160.00	\$250.00	\$400.00	\$1,150.00	\$1,840.00
72	2575.523	WATER	MGAL	35	\$65.00	\$2,275.00	\$45.00	\$1,575.00	\$110.00	\$3,850.00
TOTAL A. SURFACE IMPROVEMENTS						\$1,073,605.00		\$1,109,079.51		\$1,143,547.00

Bid Tabulation

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					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
B. STORM SEWER IMPROVEMENTS										
73	2021.501	MOBILIZATION	LS	1	\$7,600.00	\$7,600.00	\$20,000.00	\$20,000.00	\$13,000.00	\$13,000.00
74	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	6	\$650.00	\$3,900.00	\$500.00	\$3,000.00	\$725.00	\$4,350.00
75	2104.503	REMOVE SEWER PIPE (STORM)	L F	282	\$20.00	\$5,640.00	\$25.00	\$7,050.00	\$20.15	\$5,682.30
76	2501.502	12" CS PIPE APRON	EACH	1	\$800.00	\$800.00	\$500.00	\$500.00	\$770.00	\$770.00
77	2501.502	15" RC PIPE APRON	EACH	2	\$1,500.00	\$3,000.00	\$1,900.00	\$3,800.00	\$2,000.00	\$4,000.00
78	2501.502	18" RC PIPE APRON	EACH	1	\$1,750.00	\$1,750.00	\$2,100.00	\$2,100.00	\$2,300.00	\$2,300.00
79	2501.502	21" RC PIPE APRON	EACH	1	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00	\$3,200.00	\$3,200.00
80	2502.503	4" PERF PE PIPE DRAIN	L F	398	\$35.00	\$13,930.00	\$13.00	\$5,174.00	\$15.00	\$5,970.00
81	2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	8	\$600.00	\$4,800.00	\$600.00	\$4,800.00	\$550.00	\$4,400.00
82	2503.503	12" RC PIPE SEWER CLASS V	L F	88	\$65.00	\$5,720.00	\$130.00	\$11,440.00	\$96.00	\$8,448.00
83	2503.503	15" RC PIPE SEWER CLASS V	L F	453	\$70.00	\$31,710.00	\$110.00	\$49,830.00	\$107.00	\$48,471.00
84	2503.503	18" RC PIPE SEWER CLASS V	L F	231	\$75.00	\$17,325.00	\$118.00	\$27,258.00	\$113.00	\$26,103.00
85	2503.503	21" RC PIPE SEWER CLASS III	L F	59	\$80.00	\$4,720.00	\$130.00	\$7,670.00	\$124.00	\$7,316.00
86	2503.603	12" HDPE PIPE SEWER	L F	25	\$75.00	\$1,875.00	\$81.00	\$2,025.00	\$69.00	\$1,725.00
87	2503.603	15" PVC PIPE SEWER SDR 26	L F	28	\$85.00	\$2,380.00	\$208.00	\$5,824.00	\$116.00	\$3,248.00
88	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL 1	EACH	1	\$7,500.00	\$7,500.00	\$35,000.00	\$35,000.00	\$43,000.00	\$43,000.00
89	2506.502	CONST DRAINAGE STRUCTURE DESIGN G	EACH	1	\$750.00	\$750.00	\$5,000.00	\$5,000.00	\$4,250.00	\$4,250.00
90	2506.502	CASTING ASSEMBLY	EACH	9	\$1,100.00	\$9,900.00	\$830.00	\$7,470.00	\$1,400.00	\$12,600.00
91	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	25	\$600.00	\$15,000.00	\$1,200.00	\$30,000.00	\$1,000.00	\$25,000.00
92	2506.602	CHIMNEY SEAL	EACH	14	\$250.00	\$3,500.00	\$250.00	\$3,500.00	\$200.00	\$2,800.00
93	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC (2'X3')	EACH	5	\$2,500.00	\$12,500.00	\$3,500.00	\$17,500.00	\$2,650.00	\$13,250.00
94	2511.507	RANDOM RIPRAP CLASS III	C Y	21	\$125.00	\$2,625.00	\$200.00	\$4,200.00	\$130.00	\$2,730.00
TOTAL B. STORM SEWER IMPROVEMENTS						\$158,925.00		\$255,541.00		\$242,613.30
C. SANITARY SEWER IMPROVEMENTS										
95	2021.501	MOBILIZATION	LS	1	\$21,400.00	\$21,400.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00
96	2104.502	REMOVE MANHOLE	EACH	10	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$1,050.00	\$10,500.00
97	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	1140	\$7.00	\$7,980.00	\$10.00	\$11,400.00	\$15.00	\$17,100.00
98	2104.503	REMOVE SANITARY SERVICE PIPE	L F	190	\$15.00	\$2,850.00	\$10.00	\$1,900.00	\$15.00	\$2,850.00
99	2503.503	12" RC PIPE SEWER CLASS V	L F	7	\$100.00	\$700.00	\$240.00	\$1,680.00	\$166.00	\$1,162.00
100	2503.601	SANITARY SEWER BYPASS PUMPING	L S	1	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00	\$32,000.00	\$32,000.00
101	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	5	\$1,500.00	\$7,500.00	\$7,500.00	\$37,500.00	\$13,500.00	\$67,500.00
102	2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	11	\$500.00	\$5,500.00	\$250.00	\$2,750.00	\$1,050.00	\$11,550.00
103	2503.602	8"X4" PVC WYE	EACH	11	\$400.00	\$4,400.00	\$3,000.00	\$33,000.00	\$1,000.00	\$11,000.00
104	2503.602	4" CLEAN-OUT ASSEMBLY	EACH	15	\$850.00	\$12,750.00	\$1,750.00	\$26,250.00	\$1,800.00	\$27,000.00
105	2503.602	LINING SEWER PIPE LATERAL	EACH	37	\$3,600.00	\$133,200.00	\$4,100.00	\$151,700.00	\$4,500.00	\$166,500.00
106	2503.602	TELEWISE SANITARY SEWER SERVICE	EACH	37	\$150.00	\$5,550.00	\$350.00	\$12,950.00	\$400.00	\$14,800.00

Bid Tabulation

2023 Street & Utility Improvements Project

City of Tonka Bay, MN

Bids Received Online: Wednesday, February 8, 2023, at 1:00 p.m. Local Time

WSB Project No. 021233-000



Line #	Mat. #	Item Description	Units	Quantity	Engineer's Estimate		Geislinger & Sons, Inc.		Minger Construction Companies, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
107	2503.603	4" PVC PIPE SEWER SDR 26	L F	190	\$35.00	\$6,650.00	\$40.00	\$7,600.00	\$85.00	\$16,150.00
108	2503.603	LINING SEWER PIPE 8"	L F	1720	\$25.00	\$43,000.00	\$60.35	\$103,802.00	\$60.00	\$103,200.00
109	2503.603	LINING SEWER PIPE LATERAL	L F	430	\$12.00	\$5,160.00	\$10.00	\$4,300.00	\$11.00	\$4,730.00
110	2503.603	8" PVC PIPE SEWER SDR 35	L F	1110	\$50.00	\$55,500.00	\$175.00	\$194,250.00	\$116.00	\$128,760.00
111	2503.603	TELEWISE SANITARY SEWER	L F	3390	\$4.00	\$13,560.00	\$3.50	\$11,865.00	\$3.00	\$10,170.00
112	2503.603	12" PVC PIPE SEWER SDR 35	L F	40	\$100.00	\$4,000.00	\$140.00	\$5,600.00	\$181.00	\$7,240.00
113	2503.603	LINING SEWER PIPE 12"	L F	570	\$40.00	\$22,800.00	\$76.75	\$43,747.50	\$67.00	\$38,190.00
114	2506.502	CASTING ASSEMBLY (SANITARY SEWER)	EACH	22	\$1,200.00	\$26,400.00	\$660.00	\$14,520.00	\$1,200.00	\$26,400.00
115	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	L F	16	\$400.00	\$6,400.00	\$800.00	\$12,800.00	\$700.00	\$11,200.00
116	2506.602	ADJUST FRAME & RING CASTING	EACH	1	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00
117	2506.602	CHIMNEY SEAL	EACH	22	\$375.00	\$8,250.00	\$205.00	\$4,510.00	\$200.00	\$4,400.00
118	2506.603	CONSTRUCT 48" DIA SANITARY MANHOLE	L F	90	\$500.00	\$45,000.00	\$794.00	\$71,460.00	\$865.00	\$77,850.00
TOTAL C. SANITARY SEWER IMPROVEMENTS						\$456,050.00		\$794,584.50		\$830,952.00
D. WATERMAIN IMPROVEMENTS										
119	2021.501	MOBILIZATION	LS	1	\$24,100.00	\$24,100.00	\$42,000.00	\$42,000.00	\$19,330.00	\$19,330.00
120	2104.502	REMOVE GATE VALVE & BOX	EACH	4	\$450.00	\$1,800.00	\$75.00	\$300.00	\$300.00	\$1,200.00
121	2104.502	REMOVE HYDRANT	EACH	7	\$750.00	\$5,250.00	\$125.00	\$875.00	\$400.00	\$2,800.00
122	2104.503	REMOVE WATER MAIN	L F	1343	\$6.00	\$8,058.00	\$10.00	\$13,430.00	\$5.50	\$7,386.50
123	2104.602	REMOVE WATER SERVICE AND CURB BOX	EACH	34	\$400.00	\$13,600.00	\$25.00	\$850.00	\$275.00	\$9,350.00
124	2503.602	POST BURST SANITARY SEWER VERIFICATION	EACH	6	\$500.00	\$3,000.00	\$1,000.00	\$6,000.00	\$165.00	\$990.00
125	2504.601	TEMPORARY WATER SERVICE	LS	1	\$20,000.00	\$20,000.00	\$17,000.00	\$17,000.00	\$36,514.20	\$36,514.20
126	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$4,650.00	\$4,650.00
127	2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	34	\$350.00	\$11,900.00	\$250.00	\$8,500.00	\$950.00	\$32,300.00
128	2504.602	1" CORPORATION STOP	EACH	33	\$550.00	\$18,150.00	\$3,000.00	\$99,000.00	\$2,200.00	\$72,600.00
129	2504.602	2" CORPORATION STOP	EACH	1	\$750.00	\$750.00	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00
130	2504.602	1" CURB STOP & BOX	EACH	33	\$650.00	\$21,450.00	\$1,000.00	\$33,000.00	\$2,200.00	\$72,600.00
131	2504.602	2" CURB STOP & BOX	EACH	1	\$900.00	\$900.00	\$1,300.00	\$1,300.00	\$2,650.00	\$2,650.00
132	2504.602	HYDRANT	EACH	7	\$6,000.00	\$42,000.00	\$9,000.00	\$63,000.00	\$8,950.00	\$62,650.00
133	2504.602	6" GATE VALVE & BOX	EACH	7	\$2,200.00	\$15,400.00	\$2,500.00	\$17,500.00	\$3,075.00	\$21,525.00
134	2504.602	8" GATE VALVE & BOX	EACH	7	\$3,200.00	\$22,400.00	\$3,300.00	\$23,100.00	\$4,850.00	\$33,950.00
135	2504.603	1" TYPE PE PIPE	L F	650	\$25.00	\$16,250.00	\$35.00	\$22,750.00	\$36.00	\$23,400.00
136	2504.603	WATER SERVICE (DIRECTIONAL DRILLED)	L F	228	\$45.00	\$10,260.00	\$25.00	\$5,700.00	\$62.00	\$14,136.00
137	2504.603	2" TYPE PE PIPE	L F	31	\$35.00	\$1,085.00	\$38.00	\$1,178.00	\$45.00	\$1,395.00
138	2504.603	6" WATER MAIN DUCTILE IRON CL 52	LF	77	\$80.00	\$6,160.00	\$105.00	\$8,085.00	\$130.00	\$10,010.00
139	2504.603	8" PVC WATERMAIN	L F	1274	\$75.00	\$95,550.00	\$150.00	\$191,100.00	\$94.00	\$119,756.00
140	2504.603	8" WATERMAIN HDPE (PIPE BURST)	L F	1613	\$85.00	\$137,105.00	\$150.00	\$241,950.00	\$190.00	\$306,470.00

Bid Tabulation

2023 Street & Utility Improvements Project

City of Tonka Bay, MN

Bids Received Online: Wednesday, February 8, 2023, at 1:00 p.m. Local Time

WSB Project No. 021233-000



Line #	Mat. #	Item Description	Units	Quantity	Engineer's Estimate		Geislinger & Sons, Inc.		Minger Construction Companies, Inc.	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
141	2504.604	4" POLYSTYRENE INSULATION	S Y	150	\$50.00	\$7,500.00	\$39.00	\$5,850.00	\$56.00	\$8,400.00
142	2504.608	DUCTILE IRON FITTINGS	LB	2050	\$10.00	\$20,500.00	\$13.00	\$26,650.00	\$16.50	\$33,825.00
TOTAL D. WATERMAIN IMPROVEMENTS						\$505,168.00		\$835,118.00		\$900,387.70
E. PROVISIONAL ITEMS										
143	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	L S	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
144	2504.601	IRRIGATION SYSTEM REPAIR	L S	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
TOTAL E. PROVISIONAL ITEMS						\$10,500.00		\$10,500.00		\$10,500.00
F. ALTERNATE 1: WATERMAIN LINING										
145	2504.603	LINING WATER MAIN 6"	L F	263	\$200.00	\$52,600.00	\$375.00	\$98,625.00	\$450.00	\$118,350.00
TOTAL F. ALTERNATE 1: WATERMAIN LINING						\$52,600.00		\$98,625.00		\$118,350.00
TOTAL BASE BID (A. THROUGH E.)						\$2,204,248.00		\$3,004,823.01		\$3,128,000.00
TOTAL ALTERNATE 1: WATERMAIN LINING (F.)						\$52,600.00		\$98,625.00		\$118,350.00
GRAND TOTAL BID						\$2,256,848.00		\$3,103,448.01		\$3,246,350.00

I hereby certify that this is an exact reproduction of bids received.

Certified By: *Adam Gaelbais*

License No. 54787

Date: February 8, 2023

WSB Project No. 021233-000	Owner Project No.	Change Order No. 1
Project Title/Description: 2023 Street and Utility Improvement Project		
Owner: City of Tonka Bay		
Owner Address: 4901 Manitou Rd Tonka Bay, MN 55331-9561		
Contractor: Bituminous Roadways, Inc.		
Contractor Address: 1520 Commerce Drive Mendota Heights, MN 55120		

Total Change Order Amount:
 Description: This change order consists of changes to bid items within Schedule C: Sanitary Sewer Improvements as summarized below.

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Schedule C	2503.602	4" CLEAN-OUT ASSEMBLY	EACH	\$1,930	-5	-\$9,650.00
Schedule C	2503.602	LINING SEWER PIPE LATERAL	EACH	\$4,525	-10	-\$45,250.00
Schedule C	2503.602	TELEWISE SANITARY SEWER SERVICE	EACH	\$385	-10	-\$3,850.00
Schedule C	2503.603	LINING SEWER PIPE 8"	L F	\$60	+88	+\$5,280.00
Schedule C	2503.603	8" PVC PIPE SEWER SDR 35	L F	\$82.50	-88	-\$7260.00
Schedule C	2503.603	LINING SEWER PIPE 12"	L F	\$67.50	-283	-\$19,102.50
Schedule C	2506.503	RECONSTRUCT DRAINAGE STRUCTURE	L F	\$2,875	-16	-\$46,000.00
Net Change This Change Order						-\$125,832.00

Due to this change, the contract time: (check one)	
<input checked="" type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change:

Approved By Project Engineer: Adam Gadbois, City Engineer Date: Click or tap here to enter text.

Approved By Contractor: _____ Date: Click or tap here to enter text.

Approved By Owner: Dan Tolsma, City Administrator Date: Click or tap here to enter text.

CITY OF TONKA BAY

RESOLUTION 23-09

A RESOLUTION RECEIVING BIDS AND AWARDING A CONTRACT FOR THE 2023 STREET AND UTILITY IMPROVEMENTS PROJECT

WHEREAS, The City Council of Tonka Bay directed the City Engineer to advertise for bids for the 2023 Street and Utility Improvements Project; and

WHEREAS, bids were received electronically, opened, and read aloud on February 8, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tonka Bay:

- 1) All bids for the construction of the 2023 Street and Utility Improvements Project have been received and are tabulated on the attached summary; and
- 2) The total bid of Bituminous Roadways, Inc., in the amount of \$2,630,326.00, for the construction of said improvements, is in accordance with the plans and specifications and advertisement for bids and is the lowest responsible total bid; and
- 3) The Mayor and Clerk are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Tonka Bay.

PASSED AT A REGULAR MEETING of the Tonka Bay City Council this 28th day of February 2023.

Motion introduced by _____ and seconded by _____.

Roll call vote:

Councilmember Wischmeier _____
Councilmember Eckland _____
Councilmember Connelly _____
Councilmember Viger _____
Mayor Jennings _____

Adam Jennings, Mayor

ATTEST: _____
Rachel Myskevitz, City Clerk

CITY OF TONKA BAY

RESOLUTION 23-09

A RESOLUTION REJECTING BIDS FOR THE 2023 STREET AND UTILITY IMPROVEMENTS PROJECT

WHEREAS, bids were received and tabulated on February 8, 2023; and

WHEREAS, five bids were received and the low bid received from Bituminous Roadways, Inc., was in the amount of \$2,630,326.00, and was over the engineer's estimate.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tonka Bay does hereby reject all bids for the 2023 Street and Utility Improvement Project.

PASSED AT A REGULAR MEETING of the Tonka Bay City Council this 28th day of February 2023.

Motion introduced by _____ and seconded by _____.

Roll call vote:

Councilmember Wischmeier _____
Councilmember Eckland _____
Councilmember Connelly _____
Councilmember Viger _____
Mayor Jennings _____

Adam Jennings, Mayor

ATTEST: _____
Rachel Myskevitz, City Clerk

CITY OF TONKA BAY

RESOLUTION 23-10

A RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE 2023 STREET AND UTILITY IMPROVEMENTS PROJECT

WHEREAS, The City Council of Tonka Bay awarded the contract for the 2023 Street and Utility Improvements Project to Bituminous Roadways, Inc.; and

WHEREAS, the work proposed within Change Order No. 1 involves reducing the scope of the sanitary sewer improvements as described in the change order document; and

WHEREAS, Change Order No. 1 will decrease the project construction costs in the amount of \$125,832.00, from the contract amount of \$2,630,326 to \$2,504,494.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tonka Bay:

- 1) Change Order No. 1 in the total amount of -\$125,832.00 is hereby approved.

PASSED AT A REGULAR MEETING of the Tonka Bay City Council this 28th day of February 2023.

Motion introduced by _____ and seconded by _____.

Roll call vote:

Councilmember Wischmeier	_____
Councilmember Eckland	_____
Councilmember Connelly	_____
Councilmember Viger	_____
Mayor Jennings	_____

Adam Jennings, Mayor

ATTEST: _____
Rachel Myskevitz, City Clerk

ITEM 9C&D

From: Henry Schaeffer
Sent: Thursday, February 23, 2023 4:24 PM
To: Rachel Myskevitz

Subject: FW: City of Tonka Bay - JPA and MSA Documents

Rachel Myskevitz - Deputy City Clerk,

Hello! As one of Tonka Bay's new city prosecuting attorneys at Campbell Knutson, I am coordinating the renewal of the City's Joint Powers Agreement (JPA) with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension. I was recently contacted by Karen Roatch of the BCA (see below) about this renewal. The Joint Powers Agreement allows the city prosecutor access to systems and tools available over the DPS Criminal Justice Data Communications Network (e-charging; computerized criminal histories; etc.). Due to the recent transition of city prosecution services to Campbell Knutson, the Joint Powers Agreement needs to be renewed in order for Campbell Knutson to have continued access to these critical systems on behalf of the City. I have attached **(1)** the **Joint Powers Agreement** for approval by the City Council, along with **(2)** a proposed **Resolution** for consideration.

Note: the JPA also requires **(3)** a separate **Court Data Services Subscriber Amendment (referred to as the "Court Amendment")**, which needs to be executed as well (attached). This amendment allows access to certain BCA systems and tools related to access and submission of *court records* utilized by the city prosecutor, such as MNCIS (Minnesota Court Information System), and Odyssey (a statewide court management database system).

The **costs** referenced in the proposed Resolution (referring to Paragraph 3 of the JPA, and Paragraph 13 of the Courts Amendment) are billed directly to Campbell Knutson. There is a \$150.00 per quarter fee for our access to BCA data on behalf of the City. This prosecution cost is billed back to the City, however it is equally divided between all cities for which we prosecute, for a total of approximately \$12.00 per quarter, or \$48.00 per year, for the City of Tonka Bay.

Likewise, the Minnesota Judicial Branch requires an updated **Master Subscriber Agreement for Minnesota Court Data Services for Government Agencies (MSA)** to reflect your current city prosecutor as well. This Agreement is required for our office to access court records and calendars through the online MGA (Minnesota Government Access) portal. I have attached **(4) & (5):** a proposed **Resolution**, and the proposed **Master Subscriber Agreement** for presentation to the City Council as well.

If you could be so kind as to forward these documents to the appropriate personnel necessary to place these matters before the City Council, it would be most appreciated. Once approved and signed, please forward me a copy of the documents (digital copies are preferred), so that I can

forward them on to their respective agencies for approval. Certainly, please feel free to reach out to me if you should have any questions or concerns whatsoever!

Thanks,

Henry A. Schaeffer, III
Attorney
CAMPBELL KNUTSON, P.A.
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Phone: (651) 234-6214 • Fax: (651) 234-6237





State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Tonka Bay of behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.2007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Henry Schaeffer, Attorney
Address: Grand Oak Office Center I
860 Blue Gentian Rd, Ste 290
Eagan, MN 55121
Telephone: 651.234.6214
Email Address: hschaeffer@ck-law.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

CITY OF TONKA BAY

RESOLUTION NO. 23-11

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF TONKA BAY ON BEHALF OF ITS CITY ATTORNEY

WHEREAS, the City of Tonka Bay, on behalf of its Prosecuting Attorney, desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Tonka Bay, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Tonka Bay on behalf of its Prosecuting Attorney is hereby approved.
2. That Assistant City Attorney, Henry A. Schaeffer, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That **Adam Jennings**, the Mayor for the City of Tonka Bay, and **Rachel Myskevitz**, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

Passed and Adopted by the Council on this _____ day of _____, 2023.

CITY OF TONKA BAY

By: Adam Jennings
Its Mayor

ATTEST: _____
By: Rachel Myskevitz
Its City Clerk

MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENTAL AGENCIES

THIS AGREEMENT is entered into by and between

CITY OF TONKA BAY

(Government Subscriber Name)

of 4901 Manitou Road Tonka Bay MN 55331

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 Subsequent Agreement. This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 "Agency Account Manager" means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 "Court Data Services" means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 "Bulk Data Delivery" means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 "Court Integration Services" means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 "MNCIS Login Accounts" means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 “Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 “Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 “Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
- 2.5.1 “Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
- 2.5.2 “Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- 2.5.3 “Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- 2.5.4 “Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- 2.5.5 “Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 “DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 “Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 “Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9 **“Legitimate Governmental Business Need”** means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10 **“Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11 **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12 **“SCAO”** means the State of Minnesota, State Court Administrator's Office.
- 2.13 **“This Agreement”** means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14 **“Trade Secret Information of SCAO and its licensors”** is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15 **“User Acknowledgement Form”** means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
3. **DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

- 5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.
- 5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).
6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:
- 6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.
- 6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.
7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**
- 7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.
- 7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**
- 7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).
- 7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8.7 Reasonable Security Measures. The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.

9. INJUNCTIVE RELIEF; LIABILITY. Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.

10. COMPROMISE LIABILITY. Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

11. AVAILABILITY. Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.

12.1 Judicial Policy Statement. Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

- 12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.
- 12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.
- 12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.
- 12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. **MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.
15. **WARRANTY DISCLAIMERS.**
 - 15.1 **WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
 - 15.2 **ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.
16. **RELATIONSHIP OF THE PARTIES.** Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
17. **NOTICE.** Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.
18. **NON-WAIVER.** The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)
Date _____
Name (typed) _____
Title _____
Office _____

2. THE COURT

By _____
(SIGNATURE)
Date _____
Title CIO/Director
Information Technology
Division of State Court
Administration
Office _____

3. Form and execution approved for Court by:

By: _____
(SIGNATURE)
Title: Staff Attorney - Legal Counsel Division
Date: _____

User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, _____, as an employee/student attorney/contractor of _____ ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.
2. I understand that I am not to share my login and password information.
3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.
5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.
7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.
8. I understand that should I violate paragraphs 3., 4., or 5., it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: _____

By: _____
Employee/Student Attorney/Contractor for Agency

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Tonka Bay on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 225155, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

CITY OF TONKA BAY

RESOLUTION NO. 23-12

RESOLUTION APPROVING MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR GOVERNMENT AGENCIES

WHEREAS, the City of Tonka Bay, on behalf of its City Attorney, for the purpose of assisting in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative or arbitral proceeding in and Federal, State or local court, desires to enter into a Master Subscriber Agreement for Court Data Services, to use systems and tools available from the Minnesota Judicial Branch (the Court) for which the City is eligible, including MGA (Minnesota Government Access) and court records and documents through MNCIS (Minnesota Court Information System).

NOW, THEREFORE, BE IT RESOLVED by the City Council of Tonka Bay, Minnesota, as follows:

1. That Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies by and between the Court, acting through its Information Technology Division of State Court Administration, and the City of Tonka Bay, on behalf of its City Attorney, is hereby approved.
2. That the Mayor of the City of Tonka Bay is authorized to sign the Master Subscriber Agreement for Minnesota Court Data Services for Government Agencies, and any subsequent amendment or agreement that may be required by State Court Administration to maintain the City's government access to the systems and tools offered by the Court pursuant to the Master Subscriber Agreement.

ADOPTED by the Tonka Bay City Council on this _____ day of _____, 2023.

CITY OF TONKA BAY

By: Adam Jennings, Mayor

ATTEST: _____
Rachel Myskevitz, City Clerk