



Shakopee City Council Regular Meeting

Tuesday, May 5, 2026

7:00 PM

City Hall, 485 Gorman Street

Vision: Shakopee is a distinctive river town with a variety of business, cultural, and recreational opportunities in a safe, welcoming, and attractive environment. Our vision is for Shakopee to continue being the place people want to live, work, and play!

Mission: Our mission is to deliver high quality services essential to maintaining a safe and sustainable community. We commit to doing this cost-effectively, with integrity and transparency.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Consent Agenda

These items are considered routine and will be enacted by one motion. There will be no separate discussion of these unless a council member or staff requests, in which event the item will be removed from the consent agenda for separate discussion & action.

 - 5.a CivicRec Recreation Software Renewal
 - 5.b Declare Forfeited Vehicle as Surplus Property
 - 5.c Shakopee St. Francis 2025 Bonds - Amendment Requested by Borrower
 - 5.d Salary adjustment for City Council
 - 5.e Approve a Special Event Permit and a Temporary Liquor License for Ales in the Alley.
 - 5.f Award Contract for the 2026 Safe Routes to School (SRTS) Infrastructure Improvements Project

- 5.g Award Contract for the Lions Park Parking Lot Improvements
- 5.h Approve plans and authorize bidding for the Quarry Lake Erosion Restoration Project
- 5.i Approve plans and authorize bidding for the Boiling Springs Drainage Improvement Project
- 5.j Approve On Sale and Sunday Liquor Licenses for Schwaesdall Pub LLC. dba Arnie's.
- 5.k Approve two Temporary Liquor Licenses for the Shakopee Lion's Club & Foundation Softball Tournament.
- 5.l Joint Powers Agreement with BCA for Prosecuting Services
- 5.m Surplus Property
- 5.n Snow Plowing / Ice Control Policy
- 5.o Special Event Permit and Temporary Liquor License for JCI Shakopee
- 5.p 2026 Annual Roadway Crack Seal Project
- 5.q Approval of the April 21, 2026, City Council Minutes
- 5.r Joe Schleper Stadium - Electrical Panel Upgrade
- 5.s Arbor Day Proclamation
- 5.t Contract with Stantec for South Shakopee AUAR Update

6. Public Comment

Individuals may address the City Council about any item not on the regular agenda. Speakers are requested to come to the center table, state their name and address for the clerk's record, and limit their remarks to three minutes. The City Council will not take official action on items discussed at this time, but may refer the matter to staff for a follow up report or direct that matter be scheduled on an upcoming agenda.

7. Business removed from consent agenda

8. Public Hearings

- 8.a Gravel Pit TIF 22
- 8.b Assessment hearing on delinquent false alarms and mowing services.

9. Recess for Economic Development Authority Meeting

10. Reconvene
11. General Business
 - 11.a [Parks and Recreation Annual Report Presentation](#)
 - 11.b [Final Plat of Highview Park 6th Addition](#)
 - 11.c [Donation for Sauna and Scholarship Fund in Honor of Xavier Gillen](#)
12. Reports
Liaison and Administration
 - 12.a [City Bill List](#)
 - 12.b [News and Announcements](#)
13. Other Business
14. Adjourn to May 19, 2026, at 7:00 pm



Shakopee City Council May 5, 2026

5.a

Agenda Item: CivicRec Recreation Software Renewal
Prepared by: Kelsi McNutt, Parks and Recreation Director
Reviewed by:

Action to be considered:

Approve the Renewal of CivicRec the recreation software for the Parks and Recreation Department.

Motion Type:

Simple Majority

Background:

CivicRec is the software system the Parks and Recreation Department uses to support daily operations, including point of sale, program registration, facility rentals, and memberships. Due to increased departmental revenue and rising costs from CivicRec (see attached email), the vendor has increased our price to \$50,123 for 2026 and \$54,680 for 2027. The attached Master Services Agreement outlines and authorizes these pricing adjustments.

Staff recommend renewing the contract for one year. During this time, staff will conduct additional research and anticipate issuing a request for proposals in fall 2026 to evaluate alternative recreation software systems, with the goal of implementing a new system prior to CivicRec's renewal in spring 2027.

Recommendation:

Staff recommend the approval of the renewal of CivicRec, recreation software for one year.

Budget Impact:

This renewal represents an approximate \$5000 increase in cost over last year/

Attachments:

[CivicRec Renewal.pdf](#)

[FW_ Important Information From CivicPlus Regarding Your Renewal Contract.pdf](#)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Customer:

Q-117129-1
2/11/2026 10:45 AM
SHAKOPEE CITY,
MINNESOTA

QTY	DESCRIPTION
1.00	Pay Annual Fee
1.00	Recreation Management Annual Fee
1.00	Year 1 Annual Fee Discount
Annual Recurring Services - Initial Term	
USD 50,123.34	
Annual Recurring Services - (Subject to Uplift)	
USD 54,680.00	

1. This renewal Statement of Work ("SOW") is between City of Shakopee, MN ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 4/6/2026 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

5. Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-117129-1

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

3/20/2026

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

From: [Amanda Lillie](#)
To: [Kelsi McNutt](#)
Subject: FW: Important Information From CivicPlus Regarding Your Renewal Contract
Date: Tuesday, February 17, 2026 9:02:33 AM
Attachments: [Shakopee MN - Rec SOW - 54680.pdf](#)
[image001.png](#)

Just making sure you see this. Looks like Jay is still the contact for this type of thing.



Amanda Lillie

Communications Manager

485 Gorman St., Shakopee MN 55379

(952) 233-9355 | www.Shakopeemn.gov

Follow us on: [Facebook](#) | [YouTube](#)

From: RaeAnn Steffensmeier <raeann.steffensmeier@civicplus.com>
Sent: Monday, February 16, 2026 1:49 PM
To: Jay Tobin <jtobin@shakopeemn.gov>; Amanda Lillie <ALillie@ShakopeeMN.Gov>
Subject: RE: Important Information From CivicPlus Regarding Your Renewal Contract

Hello Jay,

As a valued CivicPlus customer, this email is to notify you about an upcoming change to our solution pricing that will impact you and your municipality as part of your upcoming contract renewal.

Over the past several years, as our nation and community leaders have battled many unprecedented economic and societal challenges, we have strived to be a consistent, reliable technology partner and keep our solution pricing as flat as possible. However, as we are all experiencing in our day-to-day lives, the U.S. dollar has had an average inflation rate of 3.87% per year between 2017 and today, producing a cumulative price increase of 25.57%. In 2022 alone, the inflation rate was just below 8% nationwide.

Therefore, we will be increasing the pricing of our Recreation Management (CivicRec) solution effective with your upcoming renewal. Please see the attached quote containing the new pricing and terms by which we can renew your account. This quote should be signed and returned to the undersigned Renewal Specialist. Please contact

your Renewal Specialist if you wish to discuss these changes. You may use [this link](#) to choose a time to connect.

Please know that we made this decision after considerable analysis and customer input and that this pricing adjustment allows us to provide you with a robust set of product enhancements, improved hosting and security, and first-to-market solutions, including:

- The [CivicPlus Portal](#), which is a digital hub that makes it easy for residents to obtain information and resources and interact with their local government from a personal and customizable interface that embeds in your website.
- Enhanced cybersecurity protections and hosting enhancements that leverage Amazon Web Services' solutions to safeguard administrative and resident data from continually evolving cyber threats and digital extortionists.
- The addition of Single Sign-On (SSO) services for all communities using CivicPlus' Recreation Management solution.
- Adding an Equipment Rentals feature to our software to help you manage an inventory of items available for rent with or without a reservation of facilities (e.g., sporting equipment, tables, chairs, A/V equipment).

Please contact me to discuss renewing your contract based on our new pricing structure. Please use [this link](#) to choose a time to meet with me.

In the interim, please also share this information with all those in your administration who will need projected software costs for 2026 budgeting purposes. The attached FAQs will provide more information on why CivicPlus is increasing its solution pricing in 2026.

Thank you for your continued partnership and for everything you do to create positive

civic experiences in your community.

RaeAnn Steffensmeier

(She/Her/Hers)

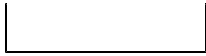
Renewal Specialist • **CivicPlus**

P: 850-701-0702

[civicplus.com](#) | [Let's have a conversation - book a meeting](#)

Connect
with us:

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Frequently Asked Questions

Why is CivicPlus increasing its solution prices?

A combination of many factors has led us to adjust our pricing. Our costs continue to rise relentlessly, and we desire to keep the high level of service we provide and improve it every year. Our teams are working hard on improving efficiency; however, it is not enough to keep up with rising costs. We recently invested heavily in cybersecurity protection for all our customers and are working hard to establish integrations between our products and tools. Further, we recently launched the CivicPlus Portal, a solution that will soon be available for all customers to help them foster resident trust and satisfaction.

By increasing our solution pricing, we will be better positioned to remain a competitive player in the marketplace, hire and retain top talent — particularly in the software engineering space — and reinvest in our technology to ensure our functionality is keeping pace with the needs of governments.

When will my new pricing be effective?

Your new pricing will be effective on the next renewal date of your contract order.

What services are included in my annual service fees?

With these services comes a robust set of product enhancements and first-to-market integrations, including:

- Enhanced cybersecurity protections to safeguard administrative and resident data from continually evolving cyber threats and digital extortionists

My account executive promised a certain number of years with no price increase.

Are we, therefore, exempt from this increase until the end of that term?

We will honor the terms of existing, fully executed contracts. Please contact your renewal specialist to discuss this.

Can we opt out of your additional services to keep our pricing flat?

All solution enhancements will be available to all customers. Therefore, we cannot exclude them on an account-by-account basis.

You mentioned inflation as part of your price increases, but the recent economic inflation was only transitory and is now slowing.

Higher costs resulting from inflation are only one contributing factor to the need for a price adjustment.

We have many options. Why should we stay with CivicPlus?

We recognize that our customers always have partner options. However, we desire to retain all our customers. CivicPlus provides a unique path to the total integration of all products; we dedicate enormous efforts to integrating and consolidating products. For example, we recently released a [CivicPlus Portal](#) and upgraded our cybersecurity capabilities to safeguard our government customers from the growing threats posed by cyber-extortionists.

Our prices, in general, are competitive with other large gov tech competitors. However, as in every sector, some small software vendors can provide less expensive services but not with the same quality, level of service, product depth, cybersecurity capabilities, and financial stability of CivicPlus.

How does your new pricing compare to other government technology providers we might consider?

We value every member of our CivicPlus family and make every business decision with a long-term objective of maintaining operational and financial stability to continue being an industry-leading partner that helps government work better through our integrated technology solutions.

We conducted a thorough marketplace analysis before implementing these price changes to ensure our rates were competitive with other solution partners of our size and capabilities. While governments will always have options to work with less sophisticated, smaller technology companies, by staying with CivicPlus, our customers will have access to the following:

- Even more time-saving integrations between our solutions
- CivicPlus Portal, a tool designed to improve transparency and communications with residents to strengthen trust and satisfaction for their government
- Enhanced cybersecurity protections to safeguard administrative and resident data

from the continually evolving cyber threats and digital extortionists

- Ongoing access to our Stevie® Award-Winning Technical Support Team

We were thinking about purchasing additional software from CivicPlus. Will these price increases impact all your solutions?

If you have questions on specific solution pricing, please contact your customer success manager. As always, we will work with you to identify solutions to your challenges that fit your budget. Such flexibility is more easily possible than ever due to our expanded portfolio of integrated solutions.

Can I remit payment via credit card?

We request that customers not use credit cards. However, we can offer ACH if you would prefer a digital transaction.

We do not have 2026 budget dollars to accommodate this price increase. What are our options?

Talk to your renewal specialist. We value you as a partner and will do our best to work with you on a pricing solution that addresses your budget needs.





Shakopee City Council
May 5, 2026

5.b

Agenda Item: Declare Forfeited Vehicle as Surplus Property
Prepared by: Josh Davis, Sergeant
Reviewed by:

Action to be considered:

Declare one vehicle as surplus property and authorize disposal.

Motion Type:

Simple Majority

Background:

The following vehicle was obtained through forfeiture proceedings and is described as follows:

1. 2003 Jeep Grand Cherokee, VIN #1J4GW58N23C599121

The vehicle is unsuitable for resale and will be junked.

Recommendation:

Approve policy/action as requested.

Budget Impact:

None

Attachments:



Shakopee City Council May 5, 2026

5.c

Agenda Item: Shakopee St. Francis 2025 Bonds - Amendment Requested by Borrower
Prepared by: Nate Reinhardt, Finance Director
Reviewed by:

Action to be considered:

Adopt Resolution R2026-066, a resolution approving the execution and delivery of a supplemental bond indenture related to the City of Shakopee's Health Care Facilities Revenue Bonds (St. Francis Regional Medical Center Project), Series 2025.

Motion Type:

Simple Majority

Background:

The City Council approved a conduit bond sale for St. Francis Regional Medical Center on November 5, 2025. Health Care Facilities Revenues Bonds in the principal amount of \$70 million were subsequently issued on November 24, 2025. St. Francis has requested an amendment to the original bond indenture, which requires City Council approval. The amendment being proposed would allow St. Francis to transfer the remaining costs from the bond issuance fund, \$51,517.19, to their project fund to be used to pay for qualified project costs related to their building project.

The City's Bond Counsel and staff have reviewed and do not have any concerns related to this minor amendment.

Recommendation:

Adopt Resolution R2026-066

Budget Impact:

There is no financial obligation (liability) or financial impact to the City of Shakopee, the refunding bonds are conduit debt of the City of Shakopee. Any costs associated with the proposed amendment, including City legal fees, will be the responsibility of St. Francis Regional Medical Center. The City received a fee as part of the original transaction.

Attachments:

[Shakopee SFRMC 2025 Resolution Approving Supplemental Bond Indenture.doc](#)
[Shakopee SFRMC 2025 First Supplement to Bond Indenture.docx](#)

CITY OF SHAKOPEE, MINNESOTA

RESOLUTION NO. R2026-066

RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL BOND INDENTURE RELATED TO THE CITY OF SHAKOPEE'S HEALTH CARE FACILITIES REVENUE BONDS (ST. FRANCIS REGIONAL MEDICAL CENTER PROJECT), SERIES 2025

WHEREAS, the City of Shakopee, Minnesota (the "City") is a statutory city and political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota; and

WHEREAS, on November 24, 2025, the City issued its Health Care Facilities Revenue Bonds (St. Francis Regional Medical Center Project), Series 2025 (the "Bonds"), in the original aggregate principal amount of \$70,000,000, pursuant to a Bond Indenture, dated as of November 1, 2025 (the "Original Bond Indenture"), between the City and Computershare Trust Company, N.A., a national banking association, as Bond Trustee (the "Bond Trustee"), the provisions of Minnesota Statutes, Sections 469.152 through 469.1655, as amended, and resolutions adopted by the City Council of the City on November 5, 2025 and November 18, 2025; and

WHEREAS, the Bond Trustee and DNT Asset Trust, a Delaware business trust and wholly owned subsidiary of JPMorgan Chase Bank, N.A. (the "Initial Direct Purchaser" and the "Majority Bondholder"), have represented that, the Initial Direct Purchaser and Majority Bondholder is the sole holder of the outstanding Bonds; and

WHEREAS, the City loaned the proceeds of the Bonds to St. Francis Regional Medical Center, a Minnesota nonprofit corporation (the "Corporation"), pursuant to a Loan Agreement, dated as of November 1, 2025, between the City and the Corporation, for the purpose of (i) refunding the outstanding Health Care Facilities Revenue Refunding Bonds (St. Francis Regional Medical Center), Series 2014, issued by the Issuer in the original aggregate principal amount of \$41,865,000, the proceeds of which financed or refinanced capital improvements to the acute care hospital facilities of the Corporation located at 1455 St. Francis Avenue in the City, and the construction and equipping of a new inpatient bed tower, the expansion, improvement, and/or equipping of the Corporation's emergency department facilities, surgery department facilities, cancer center, diagnostic and cardiopulmonary services, lab and pharmacy areas, support areas, including plant services and administrative areas, and other improvements to the Corporation's acute care hospital facilities (collectively, the "Prior Project"); (ii) financing the capital costs of the Corporation's Phase 2+ emergency department expansion and renovation to include additional rooms, triage rooms, isolation rooms, equipment storage and support space and the relocation and expansion of the ambulance garage, as well as other improvements to the Corporation's acute care hospital facilities, including but not limited to diagnostics equipment replacement, facilities replacements including roof top units, and a transfer switch upgrade (collectively, the "New Project"); (iii) financing capitalized interest during the construction of the New Project; and (iv) paying costs of issuance of the Bonds; and

WHEREAS, the Corporation will own and operate the Prior Project and the New Project; and

WHEREAS, the date of issuance of the Bonds, proceeds of the Bonds in the amount of \$548,565.25 were deposited in the Costs of Issuance Fund established by Section 3.03 of the Original Bond Indenture to be used to pay costs of issuance of the Bonds; and

WHEREAS, in accordance with Section 3.03 of the Original Bond Indenture, any amount remaining in the Costs of Issuance Fund no later than the date that is six months after the date of issuance, or earlier upon Request of the Corporation, shall be transferred to the Revenue Fund established by Section 5.02 of the Original Bond Indenture, with the Costs of Issuance Fund to then be closed; and

WHEREAS, on March 3, 2026, the amount remaining in the Costs of Issuance Fund was transferred to the Revenue Fund; however, the Corporation has requested to transfer this amount from the Revenue Fund to the Project Fund established by Section 3.04 of the Original Bond Indenture to be used to pay costs of the New Project; and

WHEREAS, in accordance with Section 9.01(a) of the Original Bond Indenture, the Original Bond Indenture may be modified by one or more supplements to the Original Bond Indenture with the consent of the Corporation and the Majority Bondholder; and

WHEREAS, furthermore, in accordance with Section 9.01(b)(ix) of the Original Bond Indenture, the Issuer and the Bond Trustee may enter into one or more supplements to the Original Bond Indenture, with the consent of the Corporation and the Direct Purchaser of the Bonds, to make any modification or amendment to the Original Bond Indenture, upon receipt of an opinion of bond counsel in accordance with the Original Bond Indenture; and

WHEREAS, there has been presented to the City Council a form of First Supplement to Bond Indenture (the “Supplemental Bond Indenture”) proposed to be executed by the City and the Bond Trustee and consented to by the Corporation and the Initial Direct Purchaser and Majority Bondholder, which supplements and amends the Original Bond Indenture to authorize and direct the Bond Trustee to transfer to the Project Fund the amount previously transferred from the Costs of Issuance Fund to the Revenue Fund; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA, AS FOLLOWS:

1. The City Council hereby approves the form of the Supplemental Bond Indenture in substantially the form on file with the City, and authorizes and directs the Mayor and the City Administrator to execute and deliver the Supplemental Bond Indenture in substantially the form on file, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Administrator, in their discretion, shall determine, and the execution thereof by the Mayor and the City Administrator shall be conclusive evidence of such determination.

2. The City Council hereby directs the preparation of one or more opinions of counsel (which may be Kutak Rock LLP, Minneapolis, Minnesota, as bond counsel to the City with respect to the Bonds (“Bond Counsel”), or counsel to the Corporation), to satisfy the requirements of Section 9.01 of the Original Bond Indenture.

3. The officers of the City, Bond Counsel, other attorneys, and other agents or employees of the City are hereby authorized to do all acts and things required of them by or in connection with this resolution, the aforementioned documents, and the Bonds for the full, punctual and complete performance of all the terms, covenants and agreements contained in the Bonds, the aforementioned documents and this resolution. In the event that for any reason the Mayor is unable to carry out the execution of any of the documents or other acts provided herein, any persons delegated the duties of the Mayor shall be authorized to act in the capacity of the Mayor and undertake such execution or acts on behalf of the City with full force and effect, which execution or acts shall be valid and binding on the City. If for any

reason the City Administrator is unable to execute and deliver the documents referred to in this resolution, such documents may be executed by any person delegated the duties of the City Administrator, with the same force and effect as if such documents were executed and delivered by the City Administrator.

4. The Corporation will pay all costs paid or incurred by the City in connection with the transactions authorized by this resolution.

5. This resolution shall be in full force and effect from and after its passage.

Approved by the City Council of the City of Shakopee this ____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

FIRST SUPPLEMENT TO BOND INDENTURE

between

**CITY OF SHAKOPEE, MINNESOTA,
as Issuer**

and

**COMPUTERSHARE TRUST COMPANY, N.A.,
as Bond Trustee**

and consented to by

**ST. FRANCIS REGIONAL MEDICAL CENTER,
as Corporation**

and

**DNT ASSET TRUST,
as Initial Direct Purchaser**

Dated _____, 2026

Relating to:

**\$70,000,000
City of Shakopee, Minnesota
Health Care Facilities Revenue Bonds
(St. Francis Regional Medical Center Project)
Series 2025**

FIRST SUPPLEMENT TO BOND INDENTURE

THIS FIRST SUPPLEMENT TO BOND INDENTURE, dated _____, 2026 (the “First Supplement to Bond Indenture”), is between the CITY OF SHAKOPEE, MINNESOTA, a statutory city and political subdivision organized and existing under the Constitution and laws of the State of Minnesota (together with its successors and assigns, the “Issuer”), and COMPUTERSHARE TRUST COMPANY, N.A., a national banking association duly organized and existing under the laws of the United States of America and being qualified to accept and administer the trusts hereby created, as Bond Trustee (together with any successors, the “Bond Trustee”), and is consented to by ST. FRANCIS REGIONAL MEDICAL CENTER, a Minnesota nonprofit corporation (together with its successors, the “Corporation”), and DNT ASSET TRUST, a Delaware business trust and wholly owned subsidiary of JPMorgan Chase Bank, N.A. (the “Initial Direct Purchaser” and “Majority Bondholder”), and supplements and amends the Bond Indenture, dated as of November 1, 2025 (the “Original Bond Indenture”), between the Issuer and the Bond Trustee. Capitalized terms used herein that are otherwise not defined shall have the meanings provided in the Original Bond Indenture.

W I T N E S S E T H:

On November 24, 2025 (the “Date of Issuance”), the Issuer issued its Health Care Facilities Revenue Bonds (St. Francis Regional Medical Center Project), Series 2025 (the “Bonds”), in the original aggregate principal amount of \$70,000,000, pursuant to the Original Bond Indenture, the provisions of Minnesota Statutes, Sections 469.152 through 469.1655, as amended, and resolutions adopted by the City Council of the Issuer on November 5, 2025 and November 18, 2025.

The Issuer loaned the proceeds of the Bonds to the Corporation pursuant to a Loan Agreement, dated as of November 1, 2025, between the Issuer and the Corporation, for the purpose of (i) refunding the outstanding Health Care Facilities Revenue Refunding Bonds (St. Francis Regional Medical Center), Series 2014, issued by the Issuer in the original aggregate principal amount of \$41,865,000, the proceeds of which financed or refinanced capital improvements to the acute care hospital facilities of the Corporation located at 1455 St. Francis Avenue, Shakopee, Minnesota, and the construction and equipping of a new inpatient bed tower, the expansion, improvement, and/or equipping of the Corporation’s emergency department facilities, surgery department facilities, cancer center, diagnostic and cardiopulmonary services, lab and pharmacy areas, support areas, including plant services and administrative areas, and other improvements to the Corporation’s acute care hospital facilities (collectively, the “Prior Project”); (ii) financing the capital costs of the Corporation’s Phase 2+ emergency department expansion and renovation to include additional rooms, triage rooms, isolation rooms, equipment storage and support space and the relocation and expansion of the ambulance garage, as well as other improvements to the Corporation’s acute care hospital facilities, including but not limited to diagnostics equipment replacement, facilities replacements including roof top units, and a transfer switch upgrade (collectively, the “New Project”); (iii) financing capitalized interest during the construction of the New Project; and (iv) paying costs of issuance of the Bonds. The Corporation will own and operate the Prior Project and the New Project.

On the Date of Issuance, proceeds of the Bonds in the amount of \$548,565.25 were deposited in the Costs of Issuance Fund established by Section 3.03 of the Original Bond Indenture to be used to pay Costs of Issuance of the Bonds. In accordance with Section 3.03 of the Original Bond Indenture, any amount remaining in the Costs of Issuance Fund no later than the date that is six months after the Date of Issuance, or earlier upon Request of the Corporation, shall be transferred to the Revenue Fund established by Section 5.02 of the Original Bond Indenture, with the Costs of Issuance Fund to then be closed.

On March 3, 2026, the amount remaining in the Costs of Issuance Fund (\$51,517.19) was transferred to the Revenue Fund. However, the Corporation has requested to transfer this amount from the

Revenue Fund to the Project Fund established by Section 3.04 of the Original Bond Indenture to be used to pay Qualified Project Costs of the New Project.

In accordance with Section 9.01(a) of the Original Bond Indenture, the Original Bond Indenture may be modified by one or more Supplemental Bond Indentures with the consent of the Corporation and the Majority Bondholder. Furthermore, in accordance with Section 9.01(b)(ix) of the Original Bond Indenture, the Issuer and the Bond Trustee may enter into Supplemental Bond Indentures, with the consent of the Corporation and the Direct Purchaser, to make any modification or amendment to the Original Bond Indenture, so long as a Favorable Opinion of Bond Counsel is delivered to the Bond Trustee.

NOW, THEREFORE, the parties hereto, each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

ARTICLE I AMENDMENT

Section 1.01. Amendment to Section 5.02 of the Original Bond Indenture. The following paragraph is hereby added as paragraph (d) to Section 5.02 of the Original Bond Indenture

(d) The Bond Trustee is authorized and directed to transfer from the Revenue Fund to the Project Fund the amount of \$51,517.19, which amount was previously transferred to the Revenue Fund from the Costs of Issuance Fund as the amount remaining following the payment of the Costs of Issuance of the Bonds.

ARTICLE II MISCELLANEOUS

Section 2.01. Effective Date. This First Supplement to Bond Indenture shall be effective as of _____, 2026.

Section 2.02. Confirmation of Direct Purchase Period. The Bond Trustee and the Initial Direct Purchaser and Majority Bondholder hereby confirm that the Initial Direct Purchaser and Majority Bondholder is the sole holder of the outstanding Bonds and the Bonds are currently in a Direct Purchase Period.

Section 2.03. Confirmation of Original Bond Indenture. Other than as expressly amended by this First Supplement to Bond Indenture, the Original Bond Indenture and the other documents executed in connection with the issuance of the Bonds are hereby ratified and confirmed and remain in full force and effect. The Original Bond Indenture, as supplemented and amended by this First Supplement to Bond Indenture, and as may be further amended or supplemented, constitutes the Bond Indenture for the Bonds.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Issuer and the Bond Trustee have caused this First Supplement to Bond Indenture to be executed in their respective corporate names by their duly authorized officers, all as of the date and year first written above.

CITY OF SHAKOPEE, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

Execution page of the Bond Trustee to the First Supplement to Bond Indenture, dated as of the date and year first written above.

COMPUTERSHARE TRUST COMPANY, N.A., in
its capacity as Bond Trustee

By _____
Its _____

The undersigned, on behalf of the Corporation, hereby consents to this First Supplement to Bond Indenture, dated as of the date and year first written above.

ST. FRANCIS REGIONAL MEDICAL CENTER

By: _____
Name: Amy Jerdee
Title: President/CEO

The undersigned, on behalf of the Initial Direct Purchaser, and as the Majority Bondholder, hereby consents to this First Supplement to Bond Indenture, dated as of the date and year first written above.

DNT ASSET TRUST

By: _____
Name: Claudia I. Bellendir
Title: Authorized Officer

City of Shakopee
485 Gorman Street
Shakopee, MN 55379

St. Francis Regional Medical Center
1455 St. Francis Avenue
Shakopee, MN 55370

Computershare Trust Company, N.A.
1505 Energy Park Drive
Saint Paul, MN 55108

DNT Asset Trust
c/o JPMorgan Chase Bank, National Association
10 South Dearborn Street, Floor 47
Chicago, IL 60603

\$70,000,000
City of Shakopee, Minnesota
Health Care Facilities Revenue Bonds
(St. Francis Regional Medical Center Project)
Series 2025

We have acted as bond counsel in connection with the issuance by the City of Shakopee, Minnesota (the “Issuer”) of its Health Care Facilities Revenue Bonds (St. Francis Regional Medical Center Project), Series 2025 (the “Bonds”), dated November 24, 2025, in the original aggregate principal amount of \$70,000,000. The Bonds were issued pursuant to a Bond Indenture, dated as of November 1, 2025 (the “Original Bond Indenture”), between the City and Computershare Trust Company, N.A., a national banking association (the “Bond Trustee”), the provisions of Minnesota Statutes, Sections 469.152 through 469.1655, as amended, and resolutions adopted by the City Council of the Issuer on November 5, 2025 and November 18, 2025. The proceeds of the Bonds were loaned by the Issuer to St. Francis Regional Medical Center, a Minnesota nonprofit corporation (the “Corporation”), pursuant to a Loan Agreement, dated as of November 1, 2025 (the “Loan Agreement”), between the Issuer and the Corporation. The Bond Trustee and DNT Asset Trust, a Delaware business trust and wholly owned subsidiary of JPMorgan Chase Bank, N.A. (the “Initial Direct Purchaser” and the “Majority Bondholder”), have represented that the Initial Direct Purchaser and Majority Bondholder is the sole holder of the outstanding Bonds. Capitalized terms used herein that are otherwise not defined shall have the meanings provided in the Original Bond Indenture.

In accordance with Section 3.03 of the Original Bond Indenture, any amount remaining in the Costs of Issuance Fund were to be transferred to the Revenue Fund established by Section 5.02 of the Original Bond Indenture no later than the date six months after the Date of Issuance, or earlier upon Request of the Corporation.

On March 3, 2026, the amount remaining in the Costs of Issuance Fund (\$51,517.19) was transferred to the Revenue Fund. However, the Corporation has requested to transfer this amount from the Revenue Fund to the Project Fund established by Section 3.04 of the Original Bond Indenture to be used to pay Qualified Project Costs of the New Project.

In accordance with Section 9.01(a) of the Original Bond Indenture, the Original Bond Indenture may be modified by one or more Supplemental Bond Indentures with the consent of the Corporation and the Majority Bondholders. Furthermore, in accordance with Section 9.01(b)(ix) of the Original Bond Indenture, the Issuer and the Bond Trustee may enter into Supplemental Bond Indentures, with the consent

of the Corporation and the Direct Purchaser, to make any modification or amendment to the Original Bond Indenture, so long as a Favorable Opinion of Bond Counsel is delivered to the Bond Trustee.

The Issuer and the Bond Trustee have executed, and the Corporation and the Majority Bondholder and Initial Direct Purchaser, have consented to, a First Supplement to Bond Indenture of even date herewith (the “First Supplement to Bond Indenture”), which supplements and amends the Original Bond Indenture to authorize and direct the Bond Trustee to transfer to the Project Fund the amount previously transferred from the Costs of Issuance Fund to the Revenue Fund.

We have reviewed the Original Bond Indenture, the Loan Agreement, the First Supplement to Bond Indenture, and the other documents as we have deemed necessary for the purpose of giving this opinion. Based on such review, it is our opinion that the execution and delivery of the First Supplement to Bond Indenture is permitted under the terms of the Original Bond Indenture and will not, in and of itself, cause interest on the Bonds to be included in gross income for purposes of federal income taxation.

Dated this ____ day of _____, 2026, at Minneapolis, Minnesota.



Shakopee City Council May 5, 2026

5.d

Agenda Item: Salary adjustment for City Council
Prepared by: William Reynolds, City Administrator
Reviewed by:

Action to be considered:

Adopt Ordinance O2026-012 modifying Shakopee City Code Section 31.04 pertaining to the Salaries of Mayor and Council Members, increasing the annual salary for councilmembers from \$9,000 to \$12,500.

Motion Type:

Simple Majority

Background:

Periodic review of elected official compensation is a common governance practice among municipalities. Comparing compensation with peer cities of similar population size, budget, and governance responsibilities helps ensure that pay remains fair, reasonable, and consistent with regional norms. The City of Shakopee has long used the mid-point of our comparable cities as the goal for compensation of employees.

Adjusting council compensation to the average of comparable cities ensures that Shakopee remains consistent with regional standards. This approach avoids situations where the city becomes a significant outlier in either direction.

Serving on the City Council requires time for meetings, preparation, community engagement, and policy review. Reasonable compensation helps ensure that residents from a variety of professional and economic backgrounds can realistically consider serving in elected office.

As the city continues to grow and develop, the responsibilities of councilmembers—including land use decisions, infrastructure planning, and budget oversight—have increased. Compensation should reasonably reflect the scope and complexity of these duties.

Using the average compensation of comparable cities as a benchmark provides an objective and transparent framework for determining pay levels. This method reduces perceptions of arbitrary increases and supports public trust in the process.

The current average of our comparable cities is \$12,272 per year for councilmembers and \$14,380 for mayor. The current City of Shakopee council salary is \$9,000 and \$15,000 for mayor. This proposal seeks to increase the city council salary to \$12,500 per year and not increase the mayor's salary as it is higher than our comparables. This salary would be instituted as part of the 2027 budget, and effective January of 2027. Additionally, making this change will eliminate the current practice of additional city-funded compensation for liaison and other affiliated group meetings.

Recommendation:

Approve the raising of city councilperson salary to \$12,500 per year.

Budget Impact:

Minimal impact and can be incorporated into the annual budget in 2027.

Attachments:

[O2026-012](#)

ORDINANCE O2026-012
AN ORDINANCE OF THE CITY OF SHAKOPEE
AMENDING SHAKOPEE CITY CODE SECTION 31.04
PERTAINING TO THE SALARIES OF COUNCIL MEMBERS

THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA, ORDAINS:

Section 1. Section 31.04(B) of the Shakopee City Code is amended to read as follows:

SEC. 31.04 Salaries of Mayor and Council Members.

Salaries of the Mayor and Council members and which amounts are deemed reasonable and proper, are hereby fixed as follows:

- (A) The annual salary of the Mayor shall be \$15,000.
- (B) The annual salary of each Councilperson shall be ~~\$9,000~~ \$12,500.

Section 2. Effective Date. This ordinance is effective on January 1, 2027.

Adopted in adjourned regular session of the City Council of the City of Shakopee, Minnesota held this 5th day of May, 2026.

Matt Lehman
Mayor

ATTEST:

Rick Parsons
City Clerk



Shakopee City Council May 5, 2026

5.e

Agenda Item: Approve a Special Event Permit and a Temporary Liquor License for Ales in the Alley.
Prepared by: Heidi Emerson, Deputy City Clerk
Reviewed by:

Action to be considered:

Approve a Special Event Permit and a Temporary Liquor License for the Shakopee Chamber of Commerce "Ales in the Alley" event being held on May 30, 2026.

Motion Type:

Simple Majority

Background:

The Shakopee Chamber of Commerce has submitted a Special Event application and a temporary liquor license application for the "Ales in the Alley" event being held on May 30, 2026, from 12:00pm - 9:00 pm. The event will take place on Holmes Street between 1st Avenue and 2nd Avenue. This festival and market style event is unique in that four businesses in downtown Shakopee (Shakopee Brew Hall, Mana Brewing, Babe's Place and the Pullman Club) will collaborate to create a fun experience for attendees. The event will feature market vendors, live music, food trucks and yard games throughout the day.

In addition to the Ales in the Alley event this year, is the "Healthy on Holmes" event taking place prior to Ales in the Alley from 9:00am - 12:00pm. This event is also located on Holmes Street between 1st Avenue and 2nd Avenue. This event is centered around health focused vendors and activities. Alcohol will not be served at this event.

They are requesting that Holmes Street, between 1st Avenue and 2nd Avenue, be closed starting at 7:00am on May 30, 2026 for event set up. The road will be reopened at 10:00pm. They are requesting street closure signs be posted on Wednesday May 27th. They are also requesting 12 garbage cans and 12 recycling cans, as well as street barricades to be placed according to the attached map.

Alcohol will be sold in a beer tent and provided by the Shakopee Brew Hall, Mana Brewing, Babe's Place and the Pullman Club. Anyone purchasing alcohol will be required to show ID and they will be wrist banded.

The application is on order, and the fees have been paid.

Recommendation:

Approve the above requested memo.

Budget Impact:

Staff time will be needed to drop off and pick up street barricades and garbage cans, post street closure signs and clear the streets. Most of this can be accomplished during normal working hours.

Attachments:

[Event Map](#)





Shakopee City Council May 5, 2026

5.f

Agenda Item: Award Contract for the 2026 Safe Routes to School (SRTS) Infrastructure Improvements Project
Prepared by: Henry Pagel, Graduate Engineer
Reviewed by: Alex Jordan, City Engineer

Action to be considered:

Adopt Resolution R2026-067, accepting bids and awarding a contract in the amount of \$481,804.00 to S.M. Hentges & Sons, Inc. for the 2026 Safe Routes to School Infrastructure Improvements, CIF-26-010.

Motion Type:

Simple Majority

Background:

The City's adopted 2026-2030 Capital Improvement Plan (CIP) contains the 2026 Safe Routes to School Infrastructure Improvements CIF-26-010. On April 7, 2026, the City Council adopted Resolution R2026-049 approving plans and specifications, and authorizing bidding for the combined projects.

The project includes construction of improvements at the following schools:

- Sweeney Elementary School
 - Four-lane to Three-lane conversion of Adams Street between Vierling Drive and 10th Avenue
 - Relocation of the existing parent pick-up/drop-off driveway from Adams Street to the Lions Park roadway network
 - Pedestrian refuge island with a pedestrian activated crosswalk
- Shakopee High School
 - Pedestrian refuge island at Fuller Street & Caspian Lane
- Sun Path Elementary School
 - Extension of sidewalk south along Quail Drive to Quail Court

To achieve efficiencies in construction schedule and costs, safety improvements to Vierling Drive were included in the Safe Routes to School Infrastructure Improvements project. The improvements include converting Vierling Drive from a four-lane to a three-lane roadway extending from Fuller Street to the Marystown Road Corridor Improvements terminus. Funding for these improvements was programmed in the 2026

Bituminous Pavement Rehabilitation Projects and are summarized in the Budget Impact below.

In accordance with Minnesota Statute Section 471.345 Uniform Municipal Contracting Law, bids were solicited and opened April 29, 2026. Six bids were received and S.M. Hentges & Sons, Inc. from Jordan, Minnesota, was the low bidder in the amount of \$481,804.00 (see attached resolution for the bid tabulation summary).

S.M. Hentges & Sons, Inc. has the capacity and experience for the project and is deemed a responsible bidder. Additionally, they are the contractor completing the adjacent Marystown Road Corridor Improvements Project and Lions Park Parking Lot improvements. Construction is anticipated to begin June and be completed by August of 2026 outside of the school year.

Recommendation:

Adopt Resolution R2026-067

Budget Impact:

Based on the low bid amount, the total estimated project cost is as follows:

	CIP	Estimate Based On Bid Award
COSTS		
Construction Cost (bid contract)	\$ 460,000.00	\$ 483,804.00
Contingency	\$ 25,000.00	\$ 24,190.20
Subtotal	\$ 485,000.00	\$ 507,994.20
Engineering, Legal, Administration	\$ 15,000.00	\$ 15,000.00
Total Estimated Project Cost	\$ 500,000.00	\$ 522,994.20
FUNDING		
Capital Improvement Fund	\$ 228,000.00	\$ 239,618.56
Shakopee Public Schools	\$ 0.00	\$ 11,375.64
Safe Routes to School Grant Funds	\$ 272,000.00	\$ 272,000.00

Total Funding	\$ 500,000.00	\$ 522,994.20
----------------------	---------------	---------------

Consistent with the CIP, this project is proposed to be funded by the Capital Improvement Fund, cost sharing with Shakopee Public Schools and a Safe Routes to School Infrastructure Grant. The Vierling Drive safety improvements are funded by the Capital Improvement Fund and are not represented in the attached Safe Routes to School Infrastructure Improvements CIP sheet.

Attachments:

[R2026-067.docx](#)

[CIF-26-010 CIP Sheet.pdf](#)

[2026 SRTS Contract - S.M. Hentges & Sons.pdf](#)

RESOLUTION R2026-067
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA
ACCEPTING BIDS AND AWARDING A CONTRACT IN THE AMOUNT OF \$481,804.00
TO S.M. HENTGES & SONS, INC., FOR THE 2026 SAFE ROUTES TO SCHOOL INFRASTRUCTURE
IMPROVEMENTS, CIF-26-010

WHEREAS, pursuant to an advertisement for bids for the 2026 Safe Routes to School Infrastructure Improvements, CIF-26-010, bids were received, opened on April 29, 2026, and tabulated according to law, and the following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Amount</u>
S.M. Hentges & Sons, Inc.	\$ 481,804.00
New Look Contracting, Inc.	\$ 519,895.22
JL Theis, Inc.	\$ 532,748.35
Pember Companies, Inc.	\$ 540,785.21
Ti-Zack Concrete, LLC	\$ 568,781.36
Urban Companies	\$ 603,492.65

WHEREAS, S.M. Hentges & Sons, Inc., 650 Quaker Avenue, Jordan, MN 55352, is the lowest responsible bidder for the 2026 Safe Routes to School Infrastructure Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS:

1. The appropriate City officials are hereby authorized and directed to enter into a contract with S.M. Hentges & Sons, Inc., in the name of the City of Shakopee for the 2026 Safe Routes to School Infrastructure Improvements according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.
3. Pursuant to Section 1.150-2(d) of the Treasury Regulations, the City Council declares its official intent to reimburse itself for the costs of the improvements from the proceeds of tax-exempt bonds.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 5th day of May 2026.

Mayor of the City of Shakopee
ATTEST:

City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Project Details
Shakopee, MN

Project #	CIF-26-010
Project Name	Safe Routes to School Infrastructure Improvements

Total Project Cost	\$400,000	Contact	City Engineer
Department	Capital Improvements Fund	Type	Improvement
Category	Engineering	Priority	2 - Smart to do
Status	Active	Useful Life	30 years

Description

The City was awarded \$272,000 in Safe Routes to School Infrastructure Grant funds for improvements to Adams St, Fuller St and Quail Drive. The improvements are to support student safety for those walking, biking and rolling to school at Sweeney Elementary, Shakopee High School and Sunset Elementary schools.

Justification

The City's local share of the project costs include improvements at Sweeney Elementary School that are not eligible for grant reimbursement. Those costs include improvements at Lions Park and on the school property to relocate access to provide improved queuing off of Adams St. Those improvements would only be implemented if supported by the School District.

Expenditures	2026	2027	2028	2029	2030	Total
Construction/Maintenance	385,000	0	0	0	0	385,000
Engineering/Administration	15,000	0	0	0	0	15,000
Total	400,000	0	0	0	0	400,000

Funding Sources	2026	2027	2028	2029	2030	Total
Grants	272,000	0	0	0	0	272,000
Capital Improvement Fund	128,000	0	0	0	0	128,000
Total	400,000	0	0	0	0	400,000

**NOTICE OF AWARD
FOR**

**2026 SAFE ROUTES TO SCHOOL INFRASTRUCTURE IMPROVEMENTS
STATE AID PROJECT NO. SAP 166-591-001 | IMPROVEMENT PROJECT NO. CIF-26-010**

CITY OF SHAKOPEE, MINNESOTA

TO: S.M. Hentges & Sons, Inc.
650 Quaker Avenue
Jordan, MN 55352

The City of Shakopee, Minnesota, having considered the proposals submitted on April 29, 2026 for the construction of the **2026 SAFE ROUTES TO SCHOOL INFRASTRUCTURE IMPROVEMENTS, SAP 166-591-001, CIF-26-010** and it appearing that your proposal is fair, equitable and to the best interest of the City, the said proposal is hereby accepted for the prices set forth therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance and Payment Bond within ten (10) days from the date hereof.

The Bid Security submitted with your proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance and Payment Bond. In the event you should fail to execute the Contract Agreement and furnish the Performance and Payment Bond, within the time limit specified, said Bid Security will be retained by the City of Shakopee as liquidated damages for failure to accept the award and execute the necessary documents for the formation of the contract.

The City is accepting Alternate _____ No. _____.

CITY OF SHAKOPEE, MINNESOTA

Bill Reynolds/ City Administrator

Awarded by:
Shakopee City Council May 5th, 2026

Contract Amount: \$481,804.00

CONTRACT

THIS CONTRACT, made and entered into this 5th day of May, 2026 by and between S.M. Hentges & Sons, Inc. hereinafter called "Contractor" (a corporation organized and existing under the laws of the State of Minnesota) (a partnership consisting of _____ created under the laws of Minnesota), and the City of Shakopee, Minnesota, a municipal corporation, hereinafter called "City."

WITNESSETH:

That Whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

2026 SAFE ROUTES TO SCHOOL INFRASTRUCTURE IMPROVEMENTS

NOW THEREFORE,

the parties to this contract agree to the following:

1. Manner for Completion

The Contractor, at his own proper cost and expense, shall perform all work and furnish all supervision (needed beyond that provided by the City Engineer), labor, material, tools, supplies, machinery and other equipment necessary for the construction of the **2026 Safe Routes to School Infrastructure Improvements, SAP 166-591-001, CIF-26-010** for the City of Shakopee, Minnesota, in a workmanlike and substantial manner, as outlined in the Plans and Specifications.

2. Due Diligence

Time is of the essence in the performance of this Contract. The maintenance of a rate of progress in the work which will result in its completion in a reasonable time, is an essential feature of this Contract, and the Contractor agrees to proceed with all due diligence and care, at all times to take all precautions to insure the time of completion as defined in this Contract. The Contractor shall fully complete the work called for under the Contract in accordance with the specifications.

3. Payment

The City will pay the Contractor those prices stipulated in the Contractor's Contract Proposal, which are incorporated herein by reference and made a part of this Contract, which shall constitute full and complete compensation for the contractor's work provided hereunder. The parties specifically agree and understand and the Contractor specifically waives any claim for additional compensation for any changed condition whether arising out of a physical condition at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract or arising as a result of any force majeure.

4. Prevailing Wages

If this project is funded in whole or in part by state funds, then the wages of laborers, workers, and mechanics should be comparable to wages paid for similar work in the community as a whole, as established by the Minnesota Department of Labor and Industry. If this section applies to this project, the prevailing wage rates are attached and included in the contract documents.

5. Contractor's Responsibility for Subcontractors

It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this Contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. Payment to Subcontractors

The Contractor shall pay any subcontractor within ten days of receipt of payment from the City for undisputed services provided by the subcontractor. If the Contractor fails to pay within ten days, the Contractor shall pay the subcontractor interest at the rate of one and one-half percent per month or part of month to the subcontractor on any undisputed amount not paid on time to the subcontractor, in accordance with Minn. State. Sec. 471.425, Subd. 4a.

7. City Instructions

The City may declare the contract forfeited as described in the Standard Specifications should the Contractor persistently disregard instructions of the City or fail to observe or perform any provisions of this Contract.

8. Indemnity

The Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs, including attorney's and expert fees, by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any other wrongful act or omission, including breach of any provision of this Contract, of Contractor, its independent subcontractors, agents, employees, or delegates. The Contractor further agrees to indemnify the City for defense cost incurred in defending any claims, unless the City is determined to be at fault.

9. Contract Documents

This Contract, together with the other documents enumerated in this paragraph, forms the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. In the event of any conflict between those documents listed as (a) through (f), they shall govern in the order listed, with this Contract governing over all other documents. The contract documents consist of the following:

- a. This Contract
- b. All Change Orders or Addenda
- c. Plans, Specifications, and Special Provisions for Project SAP 166-591-001, CIF-26-010
- d. General Utility and Street Improvement Specifications for Construction
- e. Shakopee Public Utility Commission Water Policy Manual
- f. All items listed under the Table of Contents

10. Duplicate Originals

This Contract shall be executed in two copies; one (1) copy being retained by the City, one (1) to be delivered to the Contractor.

11. Nondiscrimination

The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age, against any employee of Contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

12. Jurisdiction

This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Minnesota.

CONTRACTOR

CITY OF SHAKOPEE, MINNESOTA

By _____

By _____

Mayor/Matt Lehman

By _____

By _____

Name / Title

City Administrator/Bill Reynolds

Approved as to form:

City Attorney

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that We, _____

_____, as
Principal, and _____

as Surety, being a corporation certified by the Minnesota Commissioner of Insurance and authorized to act as a surety as provided in Minnesota Statutes, Section 60A.23, Subd. 5 and 574.15, are held and firmly bound unto the City of Shakopee, a Minnesota municipal corporation, hereinafter called the City, for the use of the City and to all subcontractors and persons who have furnished or shall furnish materials actually used in the performance of the hereinafter mentioned Contract, or who have performed, or shall perform, labor in the performance of or in connection with the said Contract in the penal sum of _____ (\$ _____), lawful money of the United States of America, the payment of which will truly be made to the Obligees, the said Principals and the said surety, bind themselves and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The condition of the above obligation is such that:

WHEREAS, the above bounded Principals have heretofore on the ____ day of _____, 2026, entered into a written Contract, a copy of which is by reference made a part hereof, with said City, for the furnishing of all labor and equipment for the complete installation of the **2026 Safe Routes to School Infrastructure Improvements, SAP 166-591-001, CIF-26-010** said construction work to be done according to the requirements of said Contract.

NOW, THEREFORE,

the obligations shall remain in full force and effect unless and until the above Principals do the following:

- At all times duly, promptly, and faithfully perform said Contract and any alteration in or addition to the obligations of said Principals arising thereunder (including the matter of infringement, if any, of patents),
- Guarantee all work against defective workmanship and materials for a period of two (2) years from date of final acceptance by the City,
- Comply with all the covenants contained in the specification drawings and other documents constituting a part of said Contract required to be performed by said Principals,
- Satisfy all claims and demands for same, in the manner and within the times provided in said Contract,
- Fully indemnify and save harmless the City of Shakopee from all costs and damage which the City may suffer,
- Fully reimburse and repay the City all outlay and expenses which the City may incur in making good any defaults, and reasonable attorneys' fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default,
- Pay all people who have contracts directly with the Principals, for labor or materials, if any, included in said Contract, or any alteration in or addition thereto.

If the Principals fulfill the above-listed items, then this obligation may become null and void.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration in or addition to the terms of the Contract, the work to be performed thereunder, or specifications accompanying the same, and no forbearance on the part of either the City or the Principal, shall in any way affect its obligation in this bond or release the Principal and Surety or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications, or any forbearance.

Signed and sealed this _____ day of _____, 2026.

Principal

By _____

Surety

Address

By _____
Attorney-in-fact

Local Agent

Address

**NOTICE TO PROCEED
FOR**

**2026 SAFE ROUTES TO SCHOOL INFRASTRUCTURE IMPROVEMENTS,
SAP 166-591-001, CIF-26-010**

CITY OF SHAKOPEE, MINNESOTA

TO:

DATE: _____

You are hereby authorized to proceed on this date for the construction of the **2026 Safe Routes to School Infrastructure Improvements, SAP 166-591-001, CIF-26-010** for the City of Shakopee, Minnesota as set forth in detail in the Contract Documents, including Plans and Specifications.

CITY OF SHAKOPEE, MINNESOTA

By: _____
Alexander Jordan, PE
City Engineer

We have determined the following permits are required:

If you will not complete your work involving these permits within the time specified thereon, you should communicate with the City Engineer, City of Shakopee, Minnesota to see if an extension is available and what you must do to obtain one. If you encounter other permits required, please communicate immediately with the same department.



Shakopee City Council May 5, 2026

5.g

Agenda Item: Award Contract for the Lions Park Parking Lot Improvements
Prepared by: Micah Heckman, Assistant City Engineer
Reviewed by: Alex Jordan, City Engineer

Action to be considered:

Adopt Resolution R2026-068, accepting bids and awarding a contract in the amount of \$979,806.00 to S.M. Hentges and Sons, Inc. for the Lions Park Parking Lot Improvements, PA-26-03 and PR-26-002.

Motion Type:

Simple Majority

Background:

The City's adopted 2026-2030 Capital Improvement Plan (CIP) contains the construction of parking lot improvements at Lions Park in 2026 through two projects, PA-26-03 and PR-26-002. The improvements include an expansion of the parking lot near SandVenture and Tommy's Malt Shop, reconstruction of the parking lot near the splash pad, improvements to the drainage outlet from the splash pad and a mill and overlay of the existing entrance drive and main parking lot. On March 17, 2026, the City Council adopted Resolution R2026-039 approving plans and specifications, and authorizing bidding for the combined projects.

In accordance with Minnesota Statute Section 471.345 Uniform Municipal Contracting Law, bids were solicited and opened April 23, 2026. Five bids were received and S.M. Hentges and Sons, Inc. from Jordan, Minnesota, was the low bidder in the amount of \$979,806.00 (see attached resolution for the bid tabulation summary).

S.M. Hentges and Sons, Inc. has the capacity and experience for the project and is deemed a responsible bidder. Construction is anticipated to begin late May and be completed fall of 2026.

Recommendation:

Adopt Resolution R2026-068

Budget Impact:

Based on the low bid amount, the total estimated project cost is as follows:

	CIP	Estimate Based On Bid Award
COSTS		
Construction Cost (bid contract)	\$ 918,000.00	\$ 979,806.00
Contingency	\$ 162,000.00	\$ 48,990.30
Subtotal	\$ 1,080,000.00	\$ 1,028,796.30
Engineering, Legal, Administration	\$ 110,000.00	\$ 154,981.00
Total Estimated Project Cost	\$ 1,190,000.00	\$ 1,183,777.30
FUNDING		
Park Development Fund	\$ 500,000.00	\$ 499,533.24
Storm Drainage Fund	\$ 150,000.00	\$ 177,423.87
Park Asset Fund	\$ 530,000.00	\$ 506,820.19
Total Funding	\$ 1,190,000.00	\$ 1,183,777.30

The total project budget of \$1,183,777.30 includes a contingency amount that covers any unexpected change orders, quantity adjustments and other miscellaneous expenses encountered as part of the project.

Consistent with the CIP, this project is proposed to be funded by the Park Development Fund, Storm Drainage Fund and the Park Asset Fund.

Attachments:

[Resolution R2026-068](#)

[CIP Sheets](#)

[Contract](#)

RESOLUTION R2026-068
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA
ACCEPTING BIDS AND AWARDING A CONTRACT IN THE AMOUNT OF \$979,806.00
TO S.M. HENTGES AND SONS, INC., FOR THE LIONS PARK PARKING LOT IMPROVEMENTS PROJECT PA-26-03 AND PR-26-002

WHEREAS, pursuant to an advertisement for bids for the Lions Park Parking Lot Improvements Project PA-26-03 and PR-26-002 bids were received, opened on April 23, 2026, and tabulated according to law, and the following bids were received complying with the advertisement:

<u>Bidder</u>	<u>Amount</u>
S.M. HENTGES AND SONS, INC.	\$ 979,806.00
KRUEGER EXCAVATING INC.	\$ 993,675.70
PRIOR LAKE BLACKTOP, INC.	\$ 1,053,962.20
VALLEY PAVING, INC.	\$ 1,193,167.98
SWAN COMPANIES	\$ 1,302,084.69

WHEREAS, S.M. Hentges and Sons, Inc., 650 Quaker Avenue, Jordan, MN 55352, is the lowest responsible bidder for the Lions Park Parking Lot Improvements Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS:

1. The appropriate City officials are hereby authorized and directed to enter into a contract with S.M. Hentges and Sons, Inc., in the name of the City of Shakopee for the Lions Park Parking Lot Improvements Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.
3. Pursuant to Section 1.150-2(d) of the Treasury Regulations, the City Council declares its official intent to reimburse itself for the costs of the improvements from the proceeds of tax-exempt bonds.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 5th day of May 2026.

Mayor of the City of Shakopee
ATTEST:

City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Project Details
Shakopee, MN

Project #	PR-26-002
Project Name	Lions Park Parking Improvements

Total Project Cost	\$500,000	Contact	Director of Planning & Development
Department	Park Development Fund	Type	Lions Park
Category	Planning & Development	Priority	1 - Have to do
Status	Active	Useful Life	20 years
Fund	Park Development Fund		

Description

Lions Park parking lot needs to be expanded to handle the heavy usage. As one of the busiest and the park with the most activites, which includes SandVenture, Dic Golf, Fun for All Playground, Pickleball, ice skating and trails, the parking lot is not adequate to handle the growing interest in the park. The Lion Park Master Plan called for expansion of the parking lot.

Justification

The heavy usage of facilities in the park by residents from throughout Shakopee requires additional pakring

Expenditures	2026	2027	2028	2029	2030	Total
Construction/Maintenance	450,000	0	0	0	0	450,000
Engineering/Administration	50,000	0	0	0	0	50,000
Total	500,000	0	0	0	0	500,000

Funding Sources	2026	2027	2028	2029	2030	Total
Park Development Fund	500,000	0	0	0	0	500,000
Total	500,000	0	0	0	0	500,000

Shakopee, MN

An aerial photograph of a property with two highlighted areas. A green polygon highlights a grassy field in the upper right, labeled with an area of 35917.29 ft². A blue polygon highlights a paved parking lot and driveway area, labeled with an area of 9369.48 yd². The property is bordered by a road on the left, a pond on the left, and a building on the bottom left. A control bar at the bottom center shows a blue circle icon, the text 'Display', and three dots.

2026 thru 2030

Capital Improvement Plan

Shakopee, MN

Project #	PA-26-03
Project Name	Annual Parking Lot Rehabilitation

Total Project Cost	\$1,783,000	Contact	City Engineer
Department	Park Asset Internal Serv. Fund	Type	Improvement
Category	Public Works	Priority	2 - Smart to do
Status	Active	Useful Life	25 years
Fund	Park Asset IS Fund		

Description

Project includes the rehabilitation of the bituminous asphalt surfaces. The rehabilitation work includes removal of the pavement surface, full depth spot repair and patching, spot curb and gutter repair, upgrade of sidewalk/trail/pedestrian curb ramp, meet ADA requirements and a bituminous pavement reconstruction.

2026 - Scenic Heights Park parking lot and Lions Park SE parking lot (including splash pad outlet)

2027 - O'Dowd parking lot and Downtown Fuller/2nd Ave parking lot

2028 - Tahpah West parking lot and Riverview parking lot

2029- Boat Landing Parking Lot

2030 - 17th Ave Sports Complex

Justification

This is a continuation of the city's pavement preservation program to maintain existing infrastructure. The city must also reconstruct pedestrian ramp facilities with ADA transition plan adopted in 2018.

Expenditures	2026	2027	2028	2029	2030	Total
Improvements	731,000	112,000	289,000	210,000	283,000	1,625,000
Engineering/Administration	71,000	12,000	26,000	20,000	29,000	158,000
Total	802,000	124,000	315,000	230,000	312,000	1,783,000

Funding Sources	2026	2027	2028	2029	2030	Total
Park Asset Internal Service Fund	652,000	124,000	315,000	230,000	312,000	1,633,000
Storm Drainage Fund	150,000	0	0	0	0	150,000
Total	802,000	124,000	315,000	230,000	312,000	1,783,000

Budget Impact

The bituminous pavements in the project area have significantly deteriorated. Patching or overlayment are no longer effective options to extend the life of the asphalt surface. These pavement areas require more than usual maintenance. Update the lighting, repair curbing, and required ADA improvements are generally unfunded mandates to improve accessibility and minimize liability.



**NOTICE OF AWARD
FOR
SHAKOPEE LIONS PARK PARKING LOT IMPROVEMENTS
CITY OF SHAKOPEE, MINNESOTA**

TO:

The City of Shakopee, Minnesota, having considered the proposals submitted on April 23 , 2026 for the construction of the **SHAKOPEE LIONS PARK PARKING LOT IMPROVEMENTS**, and it appearing that your proposal is fair, equitable and to the best interest of the City, the said proposal is hereby accepted for the prices set forth therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement and furnish the required Performance and Payment Bond within ten (10) days from the date hereof.

The Bid Security submitted with your proposal will be returned upon execution of the Contract Agreement and the furnishing of the Performance and Payment Bond. In the event you should fail to execute the Contract Agreement and furnish the Performance and Payment Bond, within the time limit specified, said Bid Security will be retained by the City of Shakopee as liquidated damages for failure to accept the award and execute the necessary documents for the formation of the contract.

The City is accepting Alternate _____ No. _____.

CITY OF SHAKOPEE, MINNESOTA

Bill Reynolds/ City Administrator

Awarded by:
Shakopee City Council May 5, 2026

Contract Amount: \$979,806.00

CONTRACT

THIS CONTRACT, made and entered into this 23rd day of April, 2026 by and between S.M. Hentges & Sons, Inc. hereinafter called "Contractor" (a corporation organized and existing under the laws of the State of Minnesota) (a partnership consisting of _____ created under the laws of Minnesota), and the City of Shakopee, Minnesota, a municipal corporation, hereinafter called "City."

WITNESSETH:

That Whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

SHAKOPEE LIONS PARK PARKING LOT IMPROVEMENTS

NOW THEREFORE,

the parties to this contract agree to the following:

1. Manner for Completion

The Contractor, at his own proper cost and expense, shall perform all work and furnish all supervision (needed beyond that provided by the City Engineer), labor, material, tools, supplies, machinery and other equipment necessary for the construction of the **Shakopee Lions Park Parking Lot Improvements** for the City of Shakopee, Minnesota, in a workmanlike and substantial manner, as outlined in the Plans and Specifications.

2. Due Diligence

Time is of the essence in the performance of this Contract. The maintenance of a rate of progress in the work which will result in its completion in a reasonable time, is an essential feature of this Contract, and the Contractor agrees to proceed with all due diligence and care, at all times to take all precautions to insure the time of completion as defined in this Contract. The Contractor shall fully complete the work called for under the Contract in accordance with the specifications.

3. Payment

The City will pay the Contractor those prices stipulated in the Contractor's Contract Proposal, which are incorporated herein by reference and made a part of this Contract, which shall constitute full and complete compensation for the contractor's work provided hereunder. The parties specifically agree and understand and the Contractor specifically waives any claim for additional compensation for any changed condition whether arising out of a physical condition at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract or arising as a result of any force majeure.

4. Prevailing Wages

If this project is funded in whole or in part by state funds, then the wages of laborers, workers, and mechanics should be comparable to wages paid for similar work in the community as a whole, as established by the Minnesota Department of Labor and Industry. If this section applies to this project, the prevailing wage rates are attached and included in the contract documents.

5. Contractor's Responsibility for Subcontractors

It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this Contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. Payment to Subcontractors

The Contractor shall pay any subcontractor within ten days of receipt of payment from the City for undisputed services provided by the subcontractor. If the Contractor fails to pay within ten days, the Contractor shall pay the subcontractor interest at the rate of one and one-half percent per month or part of month to the subcontractor on any undisputed amount not paid on time to the subcontractor, in accordance with Minn. State. Sec. 471.425, Subd. 4a.

7. City Instructions

The City may declare the contract forfeited as described in the Standard Specifications should the Contractor persistently disregard instructions of the City or fail to observe or perform any provisions of this Contract.

8. Indemnity

The Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs, including attorney's and expert fees, by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any other wrongful act or omission, including breach of any provision of this Contract, of Contractor, its independent subcontractors, agents, employees, or delegates. The Contractor further agrees to indemnify the City for defense cost incurred in defending any claims, unless the City is determined to be at fault.

9. Contract Documents

This Contract, together with the other documents enumerated in this paragraph, forms the Contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. In the event of any conflict between those documents listed as (a) through (f), they shall govern in the order listed, with this Contract governing over all other documents. The contract documents consist of the following:

- a. This Contract
- b. All Change Orders or Addenda
- c. Plans and Specifications for Shakopee Lions Park Parking Lot Improvements
- d. General Utility and Street Improvement Specifications for Construction
- e. Shakopee Public Utility Commission Water Policy Manual
- f. All items listed under the Table of Contents

10. Duplicate Originals

This Contract shall be executed in two copies; one (1) copy being retained by the City, one (1) to be delivered to the Contractor.

11. Nondiscrimination

The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age, against any employee of Contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

12. Jurisdiction

This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Minnesota.

CONTRACTOR

CITY OF SHAKOPEE, MINNESOTA

By _____

By _____
Mayor/Matt Lehman

By _____
Name / Title

By _____
City Administrator/Bill Reynolds

Approved as to form:

City Attorney

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that We, _____

_____, as
Principal, and _____

as Surety, being a corporation certified by the Minnesota Commissioner of Insurance and authorized to act as a surety as provided in Minnesota Statutes, Section 60A.23, Subd. 5 and 574.15, are held and firmly bound unto the City of Shakopee, a Minnesota municipal corporation, hereinafter called the City, for the use of the City and to all subcontractors and persons who have furnished or shall furnish materials actually used in the performance of the hereinafter mentioned Contract, or who have performed, or shall perform, labor in the performance of or in connection with the said Contract in the penal sum of _____ (\$ _____), lawful money of the United States of America, the payment of which will truly be made to the Obligees, the said Principals and the said surety, bind themselves and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The condition of the above obligation is such that:

WHEREAS, the above bounded Principals have heretofore on the ____ day of _____, 2026, entered into a written Contract, a copy of which is by reference made a part hereof, with said City, for the furnishing of all labor and equipment for the complete installation of the **Shakopee Lions Park Parking Lot Improvements**, said construction work to be done according to the requirements of said Contract.

NOW, THEREFORE,

the obligations shall remain in full force and effect unless and until the above Principals do the following:

- At all times duly, promptly, and faithfully perform said Contract and any alteration in or addition to the obligations of said Principals arising thereunder (including the matter of infringement, if any, of patents),
- Guarantee all work against defective workmanship and materials for a period of two (2) years from date of final acceptance by the City,
- Comply with all the covenants contained in the specification drawings and other documents constituting a part of said Contract required to be performed by said Principals,
- Satisfy all claims and demands for same, in the manner and within the times provided in said Contract,
- Fully indemnify and save harmless the City of Shakopee from all costs and damage which the City may suffer,
- Fully reimburse and repay the City all outlay and expenses which the City may incur in making good any defaults, and reasonable attorneys' fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default,
- Pay all people who have contracts directly with the Principals, for labor or materials, if any, included in said Contract, or any alteration in or addition thereto.

If the Principals fulfill the above-listed items, then this obligation may become null and void.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration in or addition to the terms of the Contract, the work to be performed thereunder, or specifications accompanying the same, and no forbearance on the part of either the City or the Principal, shall in any way affect its obligation in this bond or release the Principal and Surety or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract, the work to be performed thereunder, or the specifications, or any forbearance.

Signed and sealed this _____ day of _____, 2026.

Principal

By _____

Surety

Address

By _____
Attorney-in-fact

Local Agent

Address

**NOTICE TO PROCEED
FOR
SHAKOPEE LIONS PARK PARKING LOT IMPROVEMENTS
CITY OF SHAKOPEE, MINNESOTA**

TO: S.M. Hentges & Sons, Inc.
650 Quaker Avenue #200
Jordan, MN 55352

DATE: _____

You are hereby authorized to proceed on this date for the construction of the **Shakopee Lions Park Parking Lot Improvements** for the City of Shakopee, Minnesota as set forth in detail in the Contract Documents, including Plans and Specifications.

CITY OF SHAKOPEE, MINNESOTA

By: _____
City Engineer

We have determined the following permits are required:

If you will not complete your work involving these permits within the time specified thereon, you should communicate with the Director of Public Works, City of Shakopee, Minnesota to see if an extension is available and what you must do to obtain one. If you encounter other permits required, please communicate immediately with the same department.



Shakopee City Council

May 5, 2026

5.h

Agenda Item: Approve plans and authorize bidding for the Quarry Lake Erosion Restoration Project
Prepared by: Kirby Templin, Water Resources - Environmental Manager
Reviewed by: Alex Jordan, City Engineer

Action to be considered:

Adopt Resolution R2026-069, approving plans and specifications and ordering advertisement for bids for the Quarry Lake Erosion Restoration Project.

Motion Type:

Simple Majority

Background:

The adopted Capital Improvement Plan (CIP) includes a project to stabilize erosion issues along the northeast and northwest corners of Quarry Lake. These areas are experiencing significant erosion impacting water quality and creating stability issues for adjacent infrastructure.

Plans have been prepared and staff is ready to solicit public bids to complete the improvements. Upon approval, subsequent advertising and bidding will commence with a scheduled bid opening in May 2026. Bids would then be considered and awarded with construction of the improvements scheduled for fall 2026.

Recommendation:

Adopt Resolution R2026-069

Budget Impact:

The overall CIP budget is \$590,000, which includes engineering and administrative costs. The project is funded out of the Storm Drainage Fund.

Attachments:

[RES-R2026-069.docx](#)

[CIP Sheet - STORM-25-003](#)

[Quarry Lake Erosion Restoration Improvement - TITLE SHEET](#)

RESOLUTION R2026-069

**A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING PLANS AND SPECIFICATIONS AND
ORDERING ADVERTISEMENT FOR BIDS FOR THE QUARRY LAKE EROSION RESTORATION
IMPROVEMENTS PROJECT
STORM-25-003**

WHEREAS, the City Engineer has prepared plans and specifications for improvements for the Quarry Lake Erosion Restoration Improvements Project, which includes construction of storm sewer infrastructure and any appurtenance work and has presented such plans and specifications to the Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS:

- 1.** Such plans and specifications, a copy of which is on file and of record in the Office of the City Engineer, are hereby approved.
- 2.** The City Clerk shall prepare and cause to be placed on the city's website and on questcdn.com an advertisement for bids upon the making of such improvement under such approved plans and specifications. The Advertisement for Bids shall be published as required by law.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 5th day of May 2026.

Mayor of the City of Shakopee

ATTEST:

City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Project Details
Shakopee, MN

Project #	Storm-25-003		
Project Name	Quarry Lake Erosion Restoration Improvements		
Total Project Cost	\$590,000	Contact	City Engineer
Department	Storm Drainage Fund	Type	Improvement
Category	Storm Sewer/Drainage	Priority	2 - Smart to do
Status	Active	Fund	Surface Water Fund

Description

This project is to address erosion issues along the northeast and northwest corners of Quarry Lake.

Justification

The erosion issues impact water quality and create stability issues for adjacent infrastructure.

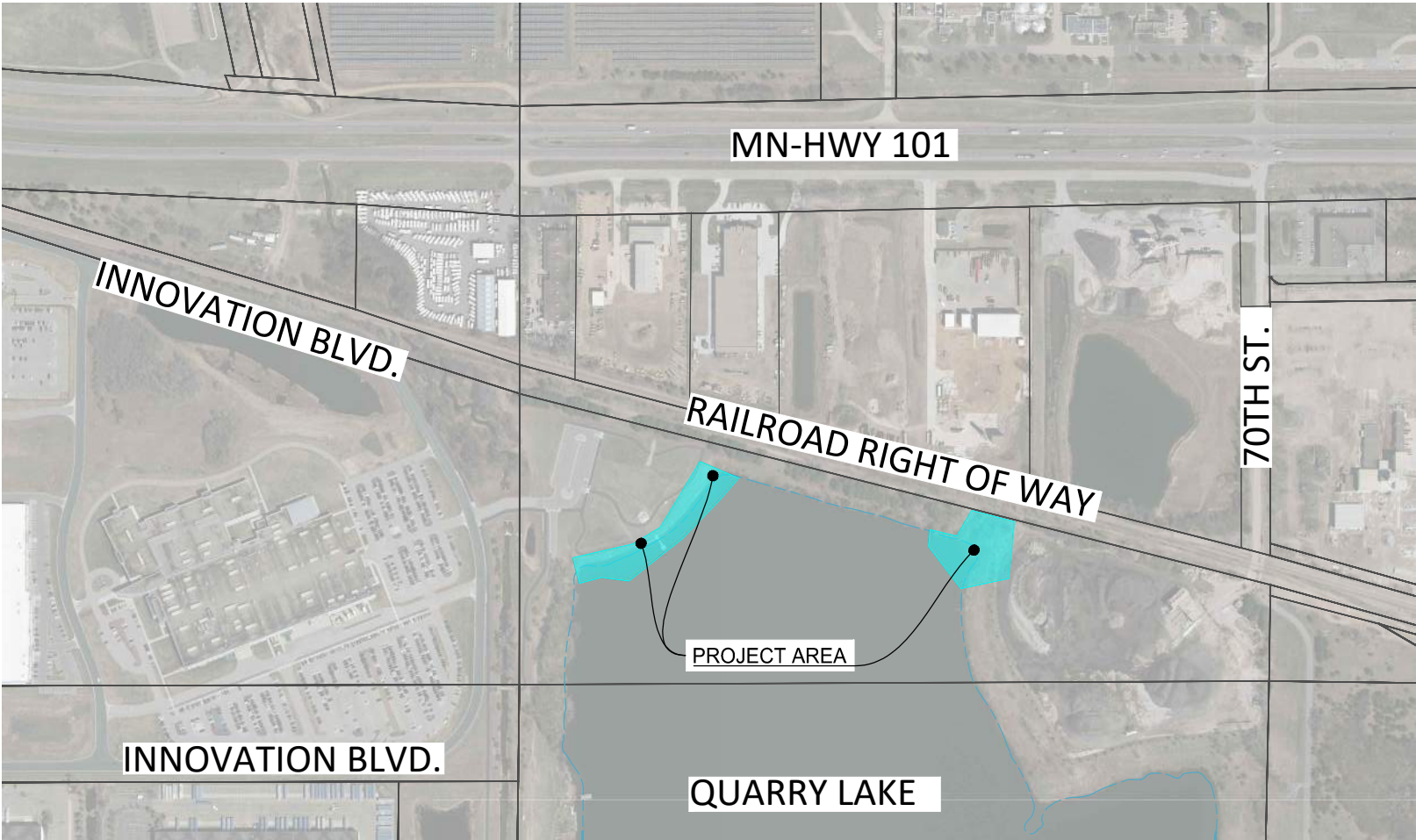
Prior	Expenditures	2026	2027	2028	2029	2030	Total
45,000	Construction/Maintenance	500,000	0	0	0	0	500,000
	Engineering/Administration	45,000	0	0	0	0	45,000
	Total	545,000	0	0	0	0	545,000
Prior	Funding Sources	2026	2027	2028	2029	2030	Total
45,000	Storm Drainage Fund	545,000	0	0	0	0	545,000
	Total	545,000	0	0	0	0	545,000

QUARRY LAKE EROSION RESTORATION PROJECT

CITY OF SHAKOPEE

LEGEND - EXISTING

- PROPERTY LINE
- EXISTING EASEMENT LINE
- OHE OVERHEAD POWER LINE
- FENCE
- TREE LINE
- GRAVEL PATH
- EXISTING STORM SEWER
- WETLAND LINE
- CONTOUR - EXISTING - MAJOR
- CONTOUR - EXISTING - MINOR
- ELECTRICAL METER
- VAULT
- POST
- LARGE ROCKS
- EVERGREEN TREE
- DECIDUOUS TREE
- BORING
- EXISTING STORM STRUCTURE
- COMMUNICATIONS PEDESTAL
- IRRIGATION BOX
- BLOW OUT VALVE
- IRRIGATION VALVE
- GUY WIRE
- POWER POLE
- SPRINKLER HEAD - POPUP
- SPRINKLER HEAD - PGP
- TE TEMPORARY EASEMENT



PROJECT LOCATION MAP

EXCAVATION NOTICE SYSTEM

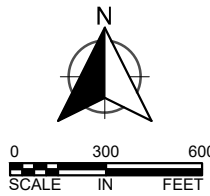
A CALL TO GOPHER STATE ONE (651-454-0002) IS REQUIRED A MINIMUM OF 48 HOURS PRIOR TO PERFORMING ANY EXCAVATION.



COUNTY: SCOTT

UTILITY INFORMATION

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."



PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

PLAN SET INDEX

SHEET No.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3	CONSTRUCTION ACCESS PLAN
4	EXISTING CONDITIONS & REMOVALS PLAN
5	SITE PLAN & PROFILE - NE EROSION AREA
6	TRAIL PLAN
7	SITE PLAN - NW EROSION AREA
8	SITE PLAN & PROFILE - NW EROSION AREA
9	RESTORATION PLAN-NE EROSION AREA
10	EROSION CONTROL PLAN-NE EROSION AREA
11	RESTORATION PLAN - NW EROSION AREA
12	MISCELLANEOUS DETAILS
13	MISCELLANEOUS DETAILS
14	MISCELLANEOUS DETAILS
15	MISCELLANEOUS DETAILS
16	MISCELLANEOUS DETAILS
17	MISCELLANEOUS DETAILS
18	MISCELLANEOUS DETAILS
19	MISCELLANEOUS DETAILS
20	MISCELLANEOUS DETAILS
21	STORM WATER POLLUTION AND PREVENTION PLAN
22	STORM WATER POLLUTION AND PREVENTION PLAN
23	STORM WATER POLLUTION AND PREVENTION PLAN

THIS PLAN SET CONTAINS 23 SHEETS

THIS PLAN SET HAS BEEN PREPARED FOR:



CITY OF SHAKOPEE
485 GORMAN ST.
SHAKOPEE, MN 55379
(952) 233-9300

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

WILLIAM C. ALMS, P.E.

DATE: 04/29/2026 LICENSE NUMBER: 54301

CLIENT PROJECT : STORM-25-003
WSB PROJ. NO. 031558-000

SHEET
1
OF
23



Shakopee City Council

May 5, 2026

5.i

Agenda Item: Approve plans and authorize bidding for the Boiling Springs Drainage Improvement Project
Prepared by: Kirby Templin, Water Resources - Environmental Manager
Reviewed by: Alex Jordan, City Engineer

Action to be considered:

Adopt Resolution R2026-070, approving plans and specifications and ordering advertisement for bids for the Boiling Spring Drainage Improvement Project.

Motion Type:

Simple Majority

Background:

The adopted Capital Improvement Plan (CIP) includes the Boiling Springs Area Drainage Improvements Project, Storm-25-001. The project includes construction and replacement of storm sewer infrastructure to the area located south and west of Boiling Springs Lane and east of Stagecoach Road. This is a landlocked area where there are frequent drainage issues that impact private property resulting in the need of city assistance to help protect property and mitigate potential flooding issues. The project will implement solutions to reduce: a) the need for frequent city assistance; b) risk of flooding outside of the right-of-way.

Plans have been prepared and staff is ready to solicit public bids to complete the improvements. Upon approval, subsequent advertising and bidding will commence with a scheduled bid opening in May 2026. Bids would then be considered and awarded with construction of the improvements scheduled for summer and fall of 2026.

Recommendation:

Adopt Resolution R2026-070

Budget Impact:

The overall CIP budget is \$375,000, which includes engineering and administrative costs. The project is funded out of the Storm Drainage Fund.

Attachments:

[RES-R2026-070.docx](#)

CIP Sheet - STORM-25-001

Boiling Springs Drainage Improvement Project - TITLE SHEET

RESOLUTION R2026-070

**A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING PLANS AND SPECIFICATIONS AND
ORDERING ADVERTISEMENT FOR BIDS FOR THE BOILING SPRINGS DRAINAGE IMPROVEMENTS
PROJECT
STORM-25-001**

WHEREAS, the City Engineer has prepared plans and specifications for improvements for the Boiling Springs Drainage Improvement Project, which includes construction of storm sewer infrastructure and any appurtenance work and has presented such plans and specifications to the Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS:

- 1.** Such plans and specifications, a copy of which is on file and of record in the Office of the City Engineer, are hereby approved.
- 2.** The City Clerk shall prepare and cause to be placed on the city's website and on questcdn.com an advertisement for bids upon the making of such improvement under such approved plans and specifications. The Advertisement for Bids shall be published as required by law.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 5th day of May 2026.

Mayor of the City of Shakopee

ATTEST:

City Clerk

Prepared by:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

2025 thru 2029

Project Details

Shakopee, MN

Project #	Storm-25-001
Project Name	Boiling Springs Area Drainage Improvements

Total Project Cost	\$375,000	Contact	City Engineer
Department	Storm Drainage Fund	Type	Improvement
Category	Storm Sewer/Drainage	Priority	2 - Smart to do
Status	Active	Accounting Code	5961/6961
Fund	Surface Water Fund	Project Code	SD2502

Description

This project includes drainage improvements to the boiling springs area located south and west of Boiling Springs Lane and east of Stagecoach Road.

Justification

This is a landlocked area where there are frequent drainage and flooding issues that impact property resulting in the need of city assistance to help protect and mitigate flooding issues. The project will implement solutions to reduce the need for frequent city assistance and improve drainage and flooding.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
40,000	Construction/Maintenance	300,000	0	0	0	0	300,000
	Engineering/Administration	35,000	0	0	0	0	35,000
	Total	335,000	0	0	0	0	335,000

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
40,000	Storm Drainage Fund	335,000	0	0	0	0	335,000
	Total	335,000	0	0	0	0	335,000

Budget Impact

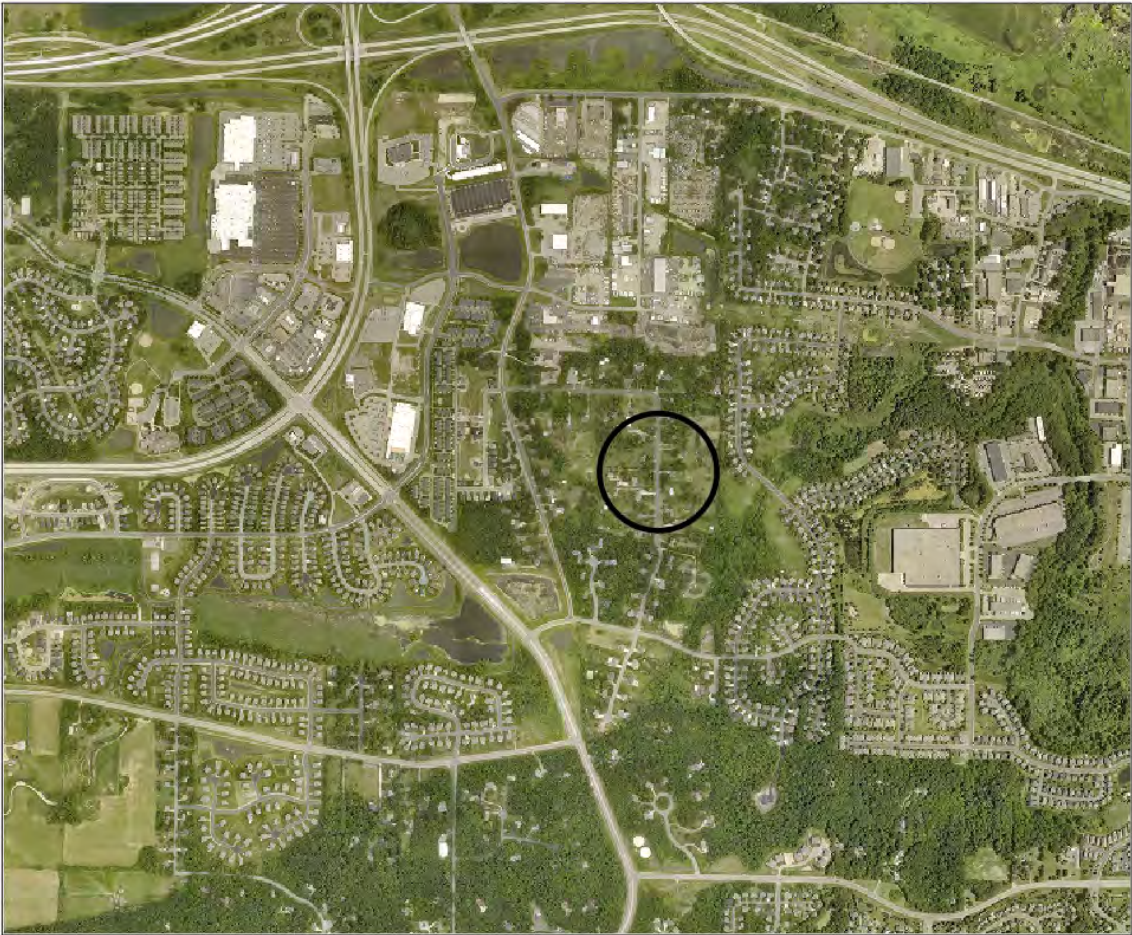
A feasibility study was completed by AE2S for this area.

2025 thru 2029

Project Details

Shakopee, MN

Project #	Storm-25-001	Contact	None None
Project Name	Boiling Springs Area Drainage Improvements	Department	Storm Drainage Fund



PROJECT LOCATION

File: W:\S\Shakopee\05475-2022-002 CAD Draw\02-Construction\Plan Sheet\02-Cover.dwg
Printed By: Sam Larson Date: Tuesday, April 28, 2026

CITY OF SHAKOPEE, MINNESOTA

CONSTRUCTION PLANS

FOR

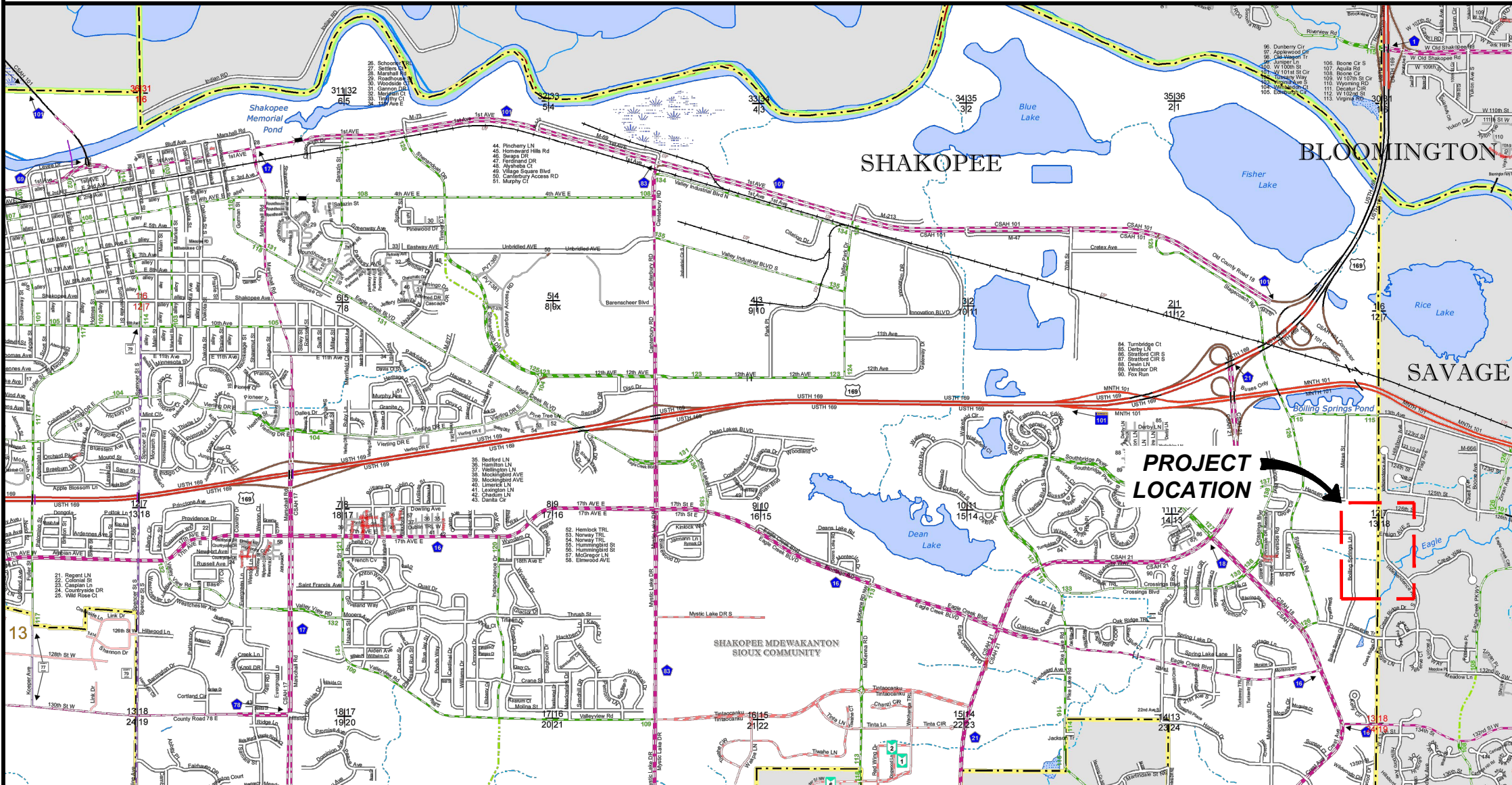
GRADING AND STORM DRAINAGE

BOILING SPRINGS DRAINAGE IMPROVEMENTS

CITY PROJECT NO. STORM-25-001

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
G001	COVER
G002	ESTIMATE OF QUANTITIES
C001-003	GENERAL NOTES
C004	CIVIL DRAFTING CONVENTIONS
C005	CIVIL LEGEND
C101-C102	EXISTING CONDITIONS
C103-C104	TREE INVENTORY
C105-C106	EROSION CONTROL
C107-C108	REMOVALS
C109	TRAFFIC CONTROL
C110-C111	SITE PLAN IMPROVEMENTS
C112-C113	SITE PLAN RESTORATION
C201-C202	STORM SEWER - PLAN AND PROFILE
C501-C502	DETAILS

DRAWINGS ARE INTENDED TO BE VIEWED IN COLOR.
DRAWINGS NOT IN COLOR WILL NOT ACCURATELY DISPLAY NECESSARY INFORMATION.
THIS PLAN CONTAINS 24 SHEETS



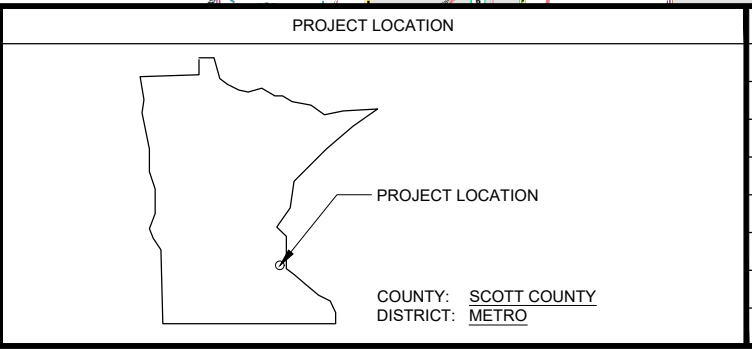
GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN EXCEPT AS MODIFIED BY THE SPECIFICATIONS FOR THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MNMUTCD. INCLUDING "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 28-2. ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

THE EXACT LOCATION OF UNDERGROUND UTILITIES SUCH AS GAS, TELEPHONE, FIBER OPTIC, ELECTRIC, CABLE TV, AND PIPE LINES ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL BEFORE COMMENCING EXCAVATION. GOPHER STATE ONE TICKET NO. 232922929 AND 232922930.



PLAN REVISIONS		
DATE	SHEET NO.	APPROVER



ENGINEER OF RECORD

I HERBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: JUSTIN KLABO LICENSE # 48701

DATE: 05/07/2026 SIGNATURE:



Shakopee City Council
May 5, 2026

5.j

Agenda Item: Approve On Sale and Sunday Liquor Licenses for Schwaesdall Pub LLC. dba Arnie's.
Prepared by: Heidi Emerson, Deputy City Clerk
Reviewed by:

Action to be considered:

Approve on sale and Sunday liquor licenses for Schwaesdall Pub LLC. dba Arnie's, located at 122 1st Avenue East.

Motion Type:

Simple Majority

Background:

Staff has received applications for on-sale and Sunday liquor licenses for Schwaesdall Pub LLC. dba Arnie's, located at 122 1st Avenue East. The applications are in order, and all fees have been paid.

The Police Department conducted a background investigation and found nothing that would prohibit issuance of the licenses.

Recommendation:

Approve the above requested motion.

Budget Impact:

N/A

Attachments:



Shakopee City Council May 5, 2026

5.k

Agenda Item: Approve two Temporary Liquor Licenses for the Shakopee Lion's Club & Foundation Softball Tournament.
Prepared by: Heidi Emerson, Deputy City Clerk
Reviewed by:

Action to be considered:

Approve two temporary liquor licenses for the Shakopee Lion's Club & Foundation softball tournament being held at Tahpah Park May 27 - May 31, 2026.

Motion Type:

Simple Majority

Background:

The Shakopee Lions Club & Foundation has submitted applications for two temporary on-sale liquor licenses for their annual softball tournament, being held at Tahpah Park May 29 through May 31, 2026. The beer garden area will be set up in the concession stand area. There will also be a second beer garden area located by fields 6 & 7 on May 30th.

This year a special event was added on May 27th for the ribbon cutting for Miracle Field. The event will take place from 4:00pm - 10pm. This is a very exciting event that has been in the works for a few years. The beer garden for this event will be set up near Miracle Field and will be fenced.

Beer will be sold during the times listed below:

May 27th 4:00 pm - 10:00 pm

May 29th 1:00 pm - 10:00 pm

May 30th 8:00 am - 10:00 pm

May 31st 8:00 am - 8:00 pm

The Shakopee Lions will be responsible for all set up and sales. The applications are in order and the fees have been paid.

Recommendation:

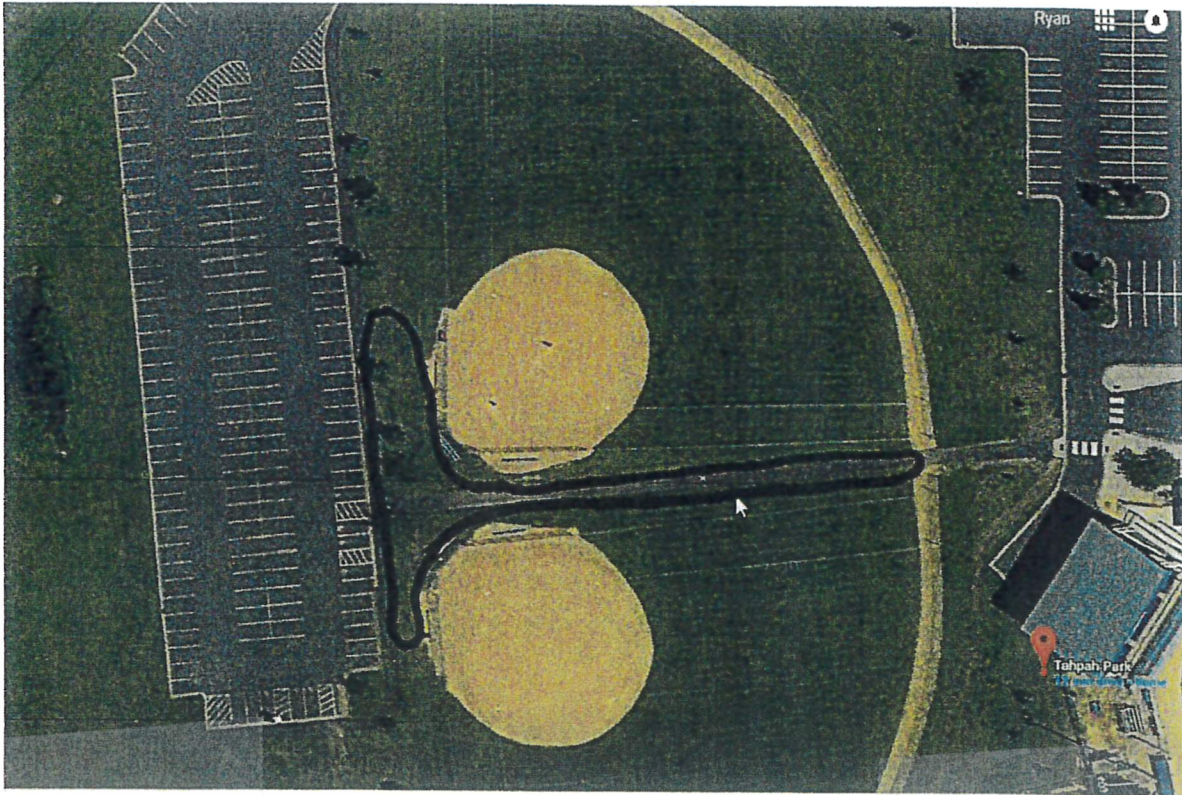
Approve the above requested motion.

Budget Impact:

N/A

Attachments:

[Beer Garden Maps](#)

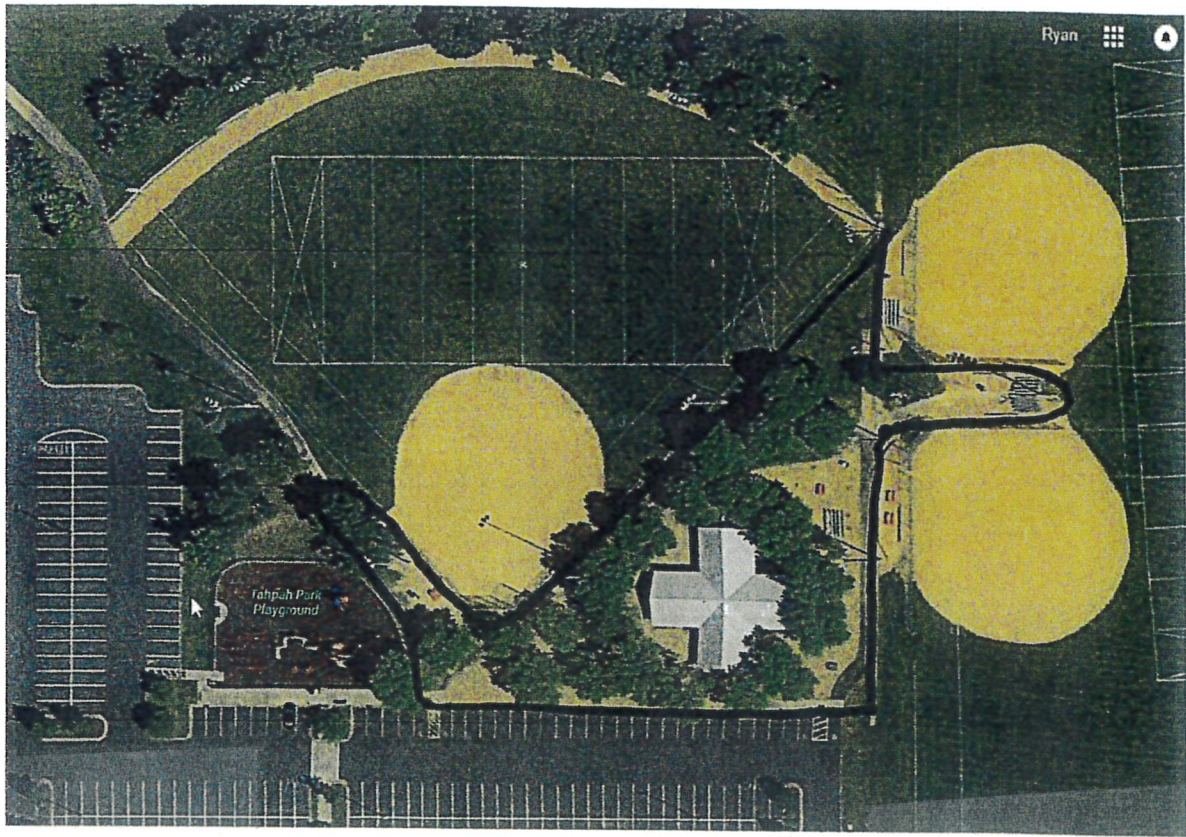


Outer Beer Garden

Wednesday, May 27, 2026, 4:00 pm to 10:00 pm.

Saturday, May 30, 2026, 8:00 am to 10:00 pm.

Located on Fields 6 and 7. Fenced area with signage.



Main Beer Garden

Friday, May 29, 2026, 1:00 pm-10:00 pm

Saturday, May 30, 2026, 8:00 am-10:00 pm

Sunday, May 31, 2026, 8:00 am-8:00 pm

Located in the main concession building on Fields 2, 3, and 4. Fenced area with signage.



Shakopee City Council

May 5, 2026

5.I

Agenda Item: Joint Powers Agreement with BCA for Prosecuting Services
Prepared by: Jamie Pearson, Police Chief
Reviewed by:

Action to be considered:

Adopt resolution 2026-072, approving State of Minnesota Joint Powers Agreements with the City of Shakopee on behalf of its City Prosecutor and Police Department.

Motion Type:

Simple Majority

Background:

The city's current Joint Powers Agreements and Court Subscriber Agreements with the state on behalf of its prosecuting attorney are expired. The city desires to renew the JPA and Court Subscriber Agreements with the state of Minnesota, Department of Public Safety, and Bureau of Criminal Apprehension. This give the department access to use systems and tools available over the state's criminal justice communications network for which the city is eligible. Council has adopted similar resolutions in the past.

Recommendation:

Adopt resolution 2026-072, approving State of Minnesota Joint Powers Agreements with the City of Shakopee on behalf of its City Prosecutor and Police Department.

Budget Impact:

No additional budget impact

Attachments:

[Shakopee PD Court Amendment 2026.doc](#)

[Shakopee PD Master JPA 2026.docx](#)

[RESOLUTION R2026-072](#)

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 Shakopee on behalf of its Police Department (“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 287827, 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: _____



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 Shakopee on behalf of its Police Department ("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, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.
- 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. Under the BCA's CJDN Fee Structure, the BCA will bill the Governmental Unit annually in the amount of One Thousand Eighty and 00/100 Dollars (\$1,080.00). The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

The Governmental Unit will identify its contact person for billing purposes, and 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: Katie Meiers, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue
Saint Paul, MN 55106
Telephone: 651-793-2425
Email Address: Kathryn.Meiers@state.mn.us

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

Name: Jamie Pearson, Chief
Address: 475 Gorman Street Shakopee, MN 55379
Telephone: 952-233-9421
Email Address: JPearson@shakopeemn.gov

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.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

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: _____

ADMIN ID: _____

RESOLUTION R2026-072

A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF SHAKOPEE ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Shakopee on behalf of its Prosecuting Attorney and Police Department 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 connections.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension, and the City of Shakopee on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Chief of Police/Emergency Manager Director, Jamie Pearson, or his or her successor, is designated the Authorized Representative for the Police Department. 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 system and tools offered by the state.
3. That the County Attorney, Ron Hovevar, or his or her successor, is designated to 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.
4. That Matt Lehman, the Mayor for the City of Shakopee, and Rick Parsons, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 5th day of May 2026.

Mayor of the City of Shakopee

ATTEST:

City Clerk

Prepared by:

City of Shakopee

485 Gorman St

Shakopee, MN 55379



Shakopee City Council
May 5, 2026

5.m

Agenda Item: Surplus Property
Prepared by: Josh Davis, Sergeant
Reviewed by:

Action to be considered:

Declare one vehicle as surplus property and authorize disposal.

Motion Type:

Simple Majority

Background:

The following vehicle was obtained through forfeiture proceedings and is described as follows:

1. 2002 Ford F150, VIN #1FTRW08L42KB33436

The vehicle is unsuitable for resale and will be junked.

Recommendation:

Approve policy/action as requested.

Budget Impact:

None

Attachments:



Shakopee City Council May 5, 2026

5.n

Agenda Item: Snow Plowing / Ice Control Policy
Prepared by: Bill Egan, Public Works Director
Reviewed by:

Action to be considered:

Updates to the City's Snow Plowing / Ice Control Policy.

Motion Type:

Simple Majority

Background:

The City's Snow and Ice Control Policy was last updated and approved October 15, 2013. This update contains language changes applicable to our current practices, and layout into the new policy format. The more notable changes include updating the use of liquid de-icing materials and capping the maximum hours worked at 16 hours for snow/Ice control events.

Recommendation:

Approve the updated policy.

Budget Impact:

N/A

Attachments:

[Snow Plowing - Ice Control Policy 10-15-2013 - With 2026 Edit.pdf](#)

[Snow Plowing - Ice Control Policy 04-28-2026.pdf](#)



SNOW PLOWING / ICE CONTROL POLICY

Policy Number:

Adopted: ???

Amended: 10/15/2013

Reviewed: 11/04/2025

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I. PURPOSE

The City of Shakopee annually reviews and adopts a policy for the efficient and timely removal of snow and control of ice to ensure safe and reliable travel for the public. In developing and implementing this policy, the City considers public safety, economic impacts, and environmental factors. This policy establishes the roles and responsibilities of the Public Works Department in carrying out these operations. The City of Shakopee, being a growing City, needs to annually review and adopt a policy regarding efficient and timely removal of snow and control of ice in order to best provide for safe travel for the greatest number of persons. This policy outlines the responsibility within the Public Works Department in order to accomplish this goal.

Commented [BK1]: Three comments made regarding the "Purpose" section: 1-Reword, 2- Snow and Ice; Deicing materials, 3- Public Safety, Economics and Environment

II. POLICY

Each year, the Public Works Department prepares a map of the City showing the City maintained street system, trails, and sidewalks. The City is divided into routes in which ice control and snow removal will be performed by City employees and private firms under contract to the City. The routes are periodically revised to correspond with budgetary, equipment and personnel resources available. Equipment is assigned to each route based on availability and the effort required for the control of ice and snow. The start of ice and snow control operations for any storm is dependent upon immediate and anticipated conditions. The most critical time periods are weekday morning and evening rush hours. When feasible, the City will attempt to remove ice and snow from City maintained major streets prior to these rush-hour periods. Normally major streets and hazardous areas are done first. Once the priority areas are plowed and opened, the remaining streets in the residential, commercial, and industrial areas will be plowed and ice control materials applied.

III. PROCEDURE AND RESPONSIBILITY

The Public Works Department, with the assistance of the Police Department, monitors street conditions and is responsible for making the decision to call out personnel and equipment to begin snow and ice control operations. The Public Works Superintendent-Director or Supervisors have has the responsibility of determining plow routes and sequencing of operations, in accordance with priorities as established in Exhibit A. The SuperintendentPublic Works Director and Supervisors shall retain the latitude to adjust sequencing or route assignments based on storm conditions, equipment availability and/or other conditions warranting changes.

Commented [BK2]: Should this be Director or Department Supervisors.

Commented [BK3]: Should this be Director or Department Supervisors.

IV. EXCEPTIONS

In the event of equipment failure, extreme snowfall or other unanticipated events including the necessity of resting snowplow crews, deviation from these standards may be appropriate. Storm Classifications and Plowing Operations.

A. Class A Storm:

A Class "A" snowstorm is one with an accumulation of less than 2" in depth. This storm consists of the application of ice control materials only and does not normally involve plowing. All main arterial, collector streets, and snow emergency routes and hills and curves may be plowed prior to ~~material~~~~salt~~ application. During a Class "A" storm, some intersections, hills and curves are ~~treated~~~~salted~~ where needed. Critical areas, such as areas that historically freeze or drift, are also ~~salted~~~~treated~~. If the storm is a freezing rain or an ice storm, additional areas may be treated ~~or salted~~.

B. Class B Storm:

A Class "B" snowstorm has an accumulation of between 2" and 8". This storm involves both a plowing and a salting operation. A Class "B" snow storm alert initiates the full snow plowing operations of the Public Works Department. All Equipment Operators are dispatched to their respective routes. A normal plow operation starts at 2 A.M. All main arterial, collector streets and snow emergency routes will be completed first. Following those, the local streets, cul-de-sacs, alleys, and downtown parking lots are done.

C. Class C Storm:

This storm is one of extremely heavy snowfalls, consisting of 8" or more in depth occurring over a period of 24 hours or less. During these storms, accompanying high winds also create visibility problems for motorists and our snowplow operators. A Class "C" storm is the most severe and could have life threatening situations arise, if emergency vehicles become bogged down and paralyzed. Operators and equipment are dispatched to the same routes as with a Class "B" storm. The most effective way to contend with a major snowstorm is to plow with the storm as it continues. This means that often we are plowing streets several times during the duration of the storm, not to exceed 12- 16 hours per shift (class A, B & C).

V. HOW SNOW WILL BE PLOWED

Snow will be plowed in a manner so to minimize any traffic obstructions. The center of the roadway will be plowed first. Snow shall be plowed and pushed from left to right with the discharge going onto the boulevard area of the right-of-way without regard to sidewalks and/or

driveways except in the Central Business District. The City shall not be responsible for plowing snow from streets into any sidewalks and/or driveways. When a plow goes on a bridge, the driver shall slow down so that snow does not go over the bridge. In times of extreme snowfall, streets will not always immediately be able to be completely cleared of snow.

VI. PARKING

The City of Shakopee has adopted various ordinances for parking restrictions, which are modified periodically and in Chapters 71 ~~and~~ 74 of the City code.

VII. HAULING OF SNOW

Where there is no room on the boulevard for snow storage and where accumulated piles of snow create a hazardous condition, the City shall remove the snow by hauling. Operations will not commence until other snowplowing operations have been completed. Snow removal operations shall be at the discretion of the Public Works Director and/or ~~Public Supervisors~~Supervisors.

VIII. ALLEYS

Downtown alleys will be salted at each plowing; residential paved alleys shall only be salted when conditions warrant it. Gravel alleys may receive an application of 1/8" rock chips when warranted.

IX. ICE CONTROL

~~The City is concerned about the effects of salt on the environment and will limit its use accordingly. Therefore, it is the policy of the City to utilize salt where necessary to provide traction; however, it is not intended to provide bare pavement during winter conditions. Application of salt is generally limited to priority routes, steep grades, and intersections, with reduced application on lower-volume streets and cul-de-sacs.~~

~~When conditions and staffing levels permit, the City may apply a pre-treatment of salt brine on select high-priority, high-traffic, and higher-risk roadways to improve effectiveness and reduce overall material usage.~~

~~The City cannot be responsible for damage to grass caused by ice control operations and will not repair or compensate residents for salt damage to turf areas within the street right-of-way. The City is concerned about the effects of salt on the environment and will limit its use for that reason. Therefore, it is the policy of the City to utilize salt, where necessary, to provide for traction, but is not intended to provide bare pavement during winter conditions.~~

Commented [BK4]: May use pretreat / anti ice ahead of storm if conditions and labor permits should be added in under this section.

~~Application of the salt is generally limited to priority routes, steep grades and intersections. Application is limited on lower volume streets and cul-de-sacs. The City cannot be responsible for damage to grass caused by the ice control operations and therefore will not make repairs or compensate residents for salt damage to turf areas in the street right of way.~~

X. SIDEWALKS/TRAILS

The Public Works Department maintains sidewalks on collector streets, as per Council direction on December 6, 1994. Some sidewalks and trails are plowed by the City. Refer to the most current Council approved sidewalk and trail map. Due to limited personnel available, the department will plow these sidewalks only after the majority of the streets are plowed. The designated trails and sidewalks should be cleared as thoroughly as possible but need not be cleared of all ice and snow nor need they be maintained to bare pavement. Pursuant to City Code 90.04, the City will initiate snow removal operations within 24 hours following the end of a snowfall event. Response times for Class C storms may vary depending on storm conditions, resource availability, and operational considerations.

Commented [BK5]: Municipal code 90.04, begin snow removal no later than 24 hrs after the snow and ice has ceased. Class "C" Storms subject to change.

XI. MAILBOXES

Residents are responsible for clearing snow away from their mailboxes. Mailboxes may be impacted by City snow removal activities. The City will conduct a review of each mailbox incident to determine whether the City will replace ~~or provide reimbursement for~~ the mailbox. Only mailboxes actually hit by a snowplow will be the responsibility of the City. The City will not be responsible for damage to mailboxes or support posts caused by snow or ice coming into contact with the mailbox. If the City determines a plow hit the mailbox, the City will replace the mailbox with a standard size, non-decorative metal mailbox and replace the support post as necessary with a 4" x 4", decay resistant wood support post, both installed by the City. Alternatively, the City will reimburse the mailbox owner a set fee, periodically set by City Council, for the replacement of the mailbox and post by others. Mailbox shall be installed per USPS latest guidelines.

XII. TRASH RECEPTACLES

Garbage awaiting pickup should be set back at least two feet behind the curb line, not in the street.

XIII. UTILITY STRUCTURES

Except as otherwise provided in any license or franchise agreement, the City will only be responsible for damage to utility pedestals and transformers within the right-of-way resulting from direct contact by City snow and ice removal equipment. City liability shall be limited to

actual costs to repair the damages as documented by invoices submitted to the City by the utility. The utility is responsible and is encouraged to mark their structures.

XIV. LANDSCAPING

Landscaping, including nursery and inanimate materials that are installed or encroach on City owned right-of-way is not permitted, ~~and but~~ the owner assumes all risk of damage. The City will assume no responsibility for damages incurred as the result of snow removal and ice control activities, except that the City, at its option, will repair and re-seed grass only on City owned right-of-way that is removed as the result of plowing activities.

XV. LAWN SPRINKLING AND LIGHTING SYSTEMS

The City will assume no responsibility for damage to underground lawn-sprinkling systems; exterior lighting systems and similar landscaping installed in City owned right-of-way.

XVI. SNOW STORAGE

Ongoing snow and ice control efforts require the use of City owned right-of-way and easements for storage of plowed snow. Depending upon the volume of snow, storage within right-of-way could create sight obstruction at intersections, because it is impossible financially and practically to remove all snow from intersection corners.

XVII. COMPLAINTS

Complaints regarding snow and ice control or damage shall be taken by the Public Works Department during normal working hours and handled in accordance with the City's complaint procedures. Complaints involving access to property or problems requiring immediate attention shall be handled on a priority basis. Response time should not exceed twenty-four (24) hours for any complaint. It should be understood that complaint responses are to ensure that the provisions of this policy have been fulfilled and that all residents of the City have been treated uniformly. It is the City's intention to log all complaints and upgrade this policy, as necessary, in consideration of the constraints of our resources. Complaints can be sent to publicworks@shakopeemn.gov, 952-233-9550 or the city websites service request portal.

EXHIBIT A

PLOWING / ICE CONTROL PRIORITIES

PRIORITY “A”

Snow Emergency Routes. These are high volume routes which connect major sections of the City and provide access for emergency fire, police and medical services.

PRIORITY “B”

Streets providing access to schools and commercial property.

PRIORITY “C”

Lower volume residential streets, ~~c~~Cul-de-sacs, ~~a~~Alleys, ~~s~~Sidewalks/~~t~~Trails

PRIORITY “D”

~~Cul-de-sacs, Alleys, Sidewalks/Trails~~

PRIORITY “DE”

Hauling of snow from Downtown Area and other areas as necessary.



SNOW PLOWING / ICE CONTROL POLICY

Policy Number:

Adopted: 11/03/1992

Amended: 02/17/2004, 10/15/2013

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I. PURPOSE

The City of Shakopee annually reviews and adopts a policy for the efficient and timely removal of snow and control of ice to ensure safe and reliable travel for the public. In developing and implementing this policy, the City considers public safety, economic impacts, and environmental factors. This policy establishes the roles and responsibilities of the Public Works Department in carrying out these operations.

II. POLICY

Each year, the Public Works Department prepares a map of the City showing the City maintained street system, trails, and sidewalks. The City is divided into routes in which ice control and snow removal will be performed by City employees and private firms under contract to the City. The routes are periodically revised to correspond with budgetary, equipment and personnel resources available. Equipment is assigned to each route based on availability and the effort required for the control of ice and snow. The start of ice and snow control operations for any storm is dependent upon immediate and anticipated conditions. The most critical time periods are weekday morning and evening rush hours. When feasible, the City will attempt to remove ice and snow from City maintained major streets prior to these rush-hour periods. Normally major streets and hazardous areas are done first. Once the priority areas are plowed and opened, the remaining streets in the residential, commercial, and industrial areas will be plowed and ice control materials applied.

III. PROCEDURE AND RESPONSIBILITY

The Public Works Department, with the assistance of the Police Department, monitors street conditions and is responsible for making the decision to call out personnel and equipment to begin snow and ice control operations. The Public Works Director or Supervisors have the responsibility of determining plow routes and sequencing of operations, in accordance with priorities as established in Exhibit A. The Public Works Director and Supervisors shall retain the latitude to adjust sequencing or route assignments based on storm conditions, equipment availability and/or other conditions warranting changes.

IV. EXCEPTIONS

In the event of equipment failure, extreme snowfall or other unanticipated events including the necessity of resting snowplow crews, deviation from these standards may be appropriate.

Storm Classifications and Plowing Operations.

A. Class A Storm:

A Class "A" snowstorm is one with an accumulation of less than 2" in depth. This storm consists of the application of ice control materials only and does not normally involve plowing. All main arterial, collector streets, and snow emergency routes and hills and curves may be plowed prior to material application. During a Class "A" storm, some intersections, hills and curves are treated where needed. Critical areas, such as areas that historically freeze or drift, are also treated. If the storm is a freezing rain or an ice storm, additional areas may be treated.

B. Class B Storm:

A Class "B" snowstorm has an accumulation of between 2" and 8". This storm involves both a plowing and a salting operation. A Class "B" snow storm alert initiates the full snow plowing operations of the Public Works Department. All Equipment Operators are dispatched to their respective routes. A normal plow operation starts at 2 A.M. All main arterial, collector streets and snow emergency routes will be completed first. Following those, the local streets, cul-de-sacs, alleys, and downtown parking lots are done.

C. Class C Storm:

This storm is one of extremely heavy snowfalls, consisting of 8" or more in depth occurring over a period of 24 hours or less. During these storms, accompanying high winds also create visibility problems for motorists and our snowplow operators. A Class "C" storm is the most severe and could have life threatening situations arise, if emergency vehicles become bogged down and paralyzed. Operators and equipment are dispatched to the same routes as with a Class "B" storm. The most effective way to contend with a major snowstorm is to plow with the storm as it continues. This means that often we are plowing streets several times during the duration of the storm, not to exceed 12- 16 hours per shift (class A, B & C).

V. HOW SNOW WILL BE PLOWED

Snow will be plowed in a manner so to minimize any traffic obstructions. The center of the roadway will be plowed first. Snow shall be plowed and pushed from left to right with the discharge going onto the boulevard area of the right-of-way without regard to sidewalks and/or driveways except in the Central Business District. The City shall not be responsible for plowing snow from streets into any sidewalks and/or driveways. When a plow goes on a bridge, the driver shall slow down so that snow does not go over the bridge. In times of extreme snowfall, streets will not always immediately be able to be completely cleared of snow.

VI. PARKING

The City of Shakopee has adopted various ordinances for parking restrictions, which are modified periodically and in Chapters 71 and 74 of the City code.

VII. HAULING OF SNOW

Where there is no room on the boulevard for snow storage and where accumulated piles of snow create a hazardous condition, the City shall remove the snow by hauling. Operations will not commence until other snowplowing operations have been completed. Snow removal operations shall be at the discretion of the Public Works Director and/or Supervisors.

VIII. ALLEYS

Downtown alleys will be salted at each plowing; residential paved alleys shall only be salted when conditions warrant it. Gravel alleys may receive an application of 1/8" rock chips when warranted.

IX. ICE CONTROL

The City is concerned about the effects of salt on the environment and will limit its use accordingly. Therefore, it is the policy of the City to utilize salt where necessary to provide traction; however, it is not intended to provide bare pavement during winter conditions. Application of salt is generally limited to priority routes, steep grades, and intersections, with reduced application on lower-volume streets and cul-de-sacs.

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EXHIBIT A

PLOWING / ICE CONTROL PRIORITIES

PRIORITY "A"

Snow Emergency Routes. These are high volume routes which connect major sections of the City and provide access for emergency fire, police and medical services.

PRIORITY "B"

Streets providing access to schools and commercial property.

PRIORITY "C"

Lower volume residential streets, cul-de-sacs, alleys, sidewalks/trails

PRIORITY "D"

Hauling of snow from Downtown Area and other areas as necessary.



Shakopee City Council May 5, 2026

5.o

Agenda Item: Special Event Permit and Temporary Liquor License for JCI Shakopee
Prepared by: Sherry Dvorak, Recreation Programs Manager
Reviewed by: Kelsi McNutt

Action to be considered:

Approve a special event permit and a temporary liquor license, and suspend city code 114.11 to allow consumption in Huber Park and suspend City Code 91.03.C to allow park activity until 11 p.m. for the JCI Shakopee Taste of Shakopee event being held June 12, 13 & 14, 2026.

Motion Type:

Simple Majority

Background:

JCI Shakopee has submitted a special event application, and an application for a temporary liquor license, for the annual Taste of Shakopee event being held June 12-14, 2026 at Huber Park.

JCI Shakopee is requesting authorization to sell strong beer each day from 4-9 P.M. The beer garden are will be set up under the park pavilion and it will have proper signage. Anyone purchasing alcohol will be required to show ID and they will be wrist banded. This is consistent with previous licenses issued to JCI Shakopee for this event.

JCI Shakopee is also requesting the extension of park hours to be 11 P.M. for their event. The public events will closed at 10 P.M. but the extension is to allow for nightly park clean up.

Other activities will include a vendor fair, a petting zoo and other family friendly games and activities. The organizers have met with staff and worked out a park layout for the event.

All required applications are in order and payments have been made.

Recommendation:

Approve the above requested motion.

Budget Impact:

Staff time will be needed to drop off/pick up additional picnic tables, garbage cans and barricades. This work can be completed during normal working hours.

Attachments:



Shakopee City Council

May 5, 2026

5.p

Agenda Item: 2026 Annual Roadway Crack Seal Project
Prepared by: Jamie Theis, Street Supervisor
Reviewed by:

Action to be considered:

Authorize the City of Shakopee's annual roadway maintenance contract with Allied Blacktop Company for crack sealing.

Motion Type:

Simple Majority

Background:

On February 18, 2014, the City of Shakopee joined the South Metro JPA for roadway maintenance services with a group of cities with the goal of streamlining contracts and receiving better pricing from contractors. Unfortunately, the JPA is not active this year. The City of Shakopee continues to procure roadway maintenance services independently while remaining open to re-engaging in the JPA or similar cooperative efforts should the group become active again in the future. We were still able to obtain multiple favorable bids for our annual crack seal project on our own.

The bids are competitive and are of good value. All contractors are reputable roadway maintenance contractors and have successfully completed similar work and contracts previously.

Allied Blacktop Company	\$129,000.00
Asphalt Surface Technologies Corporation/ASTECH	\$176,000.00
Gopher State Sealcoat Inc	\$189,800.00

Recommendation:

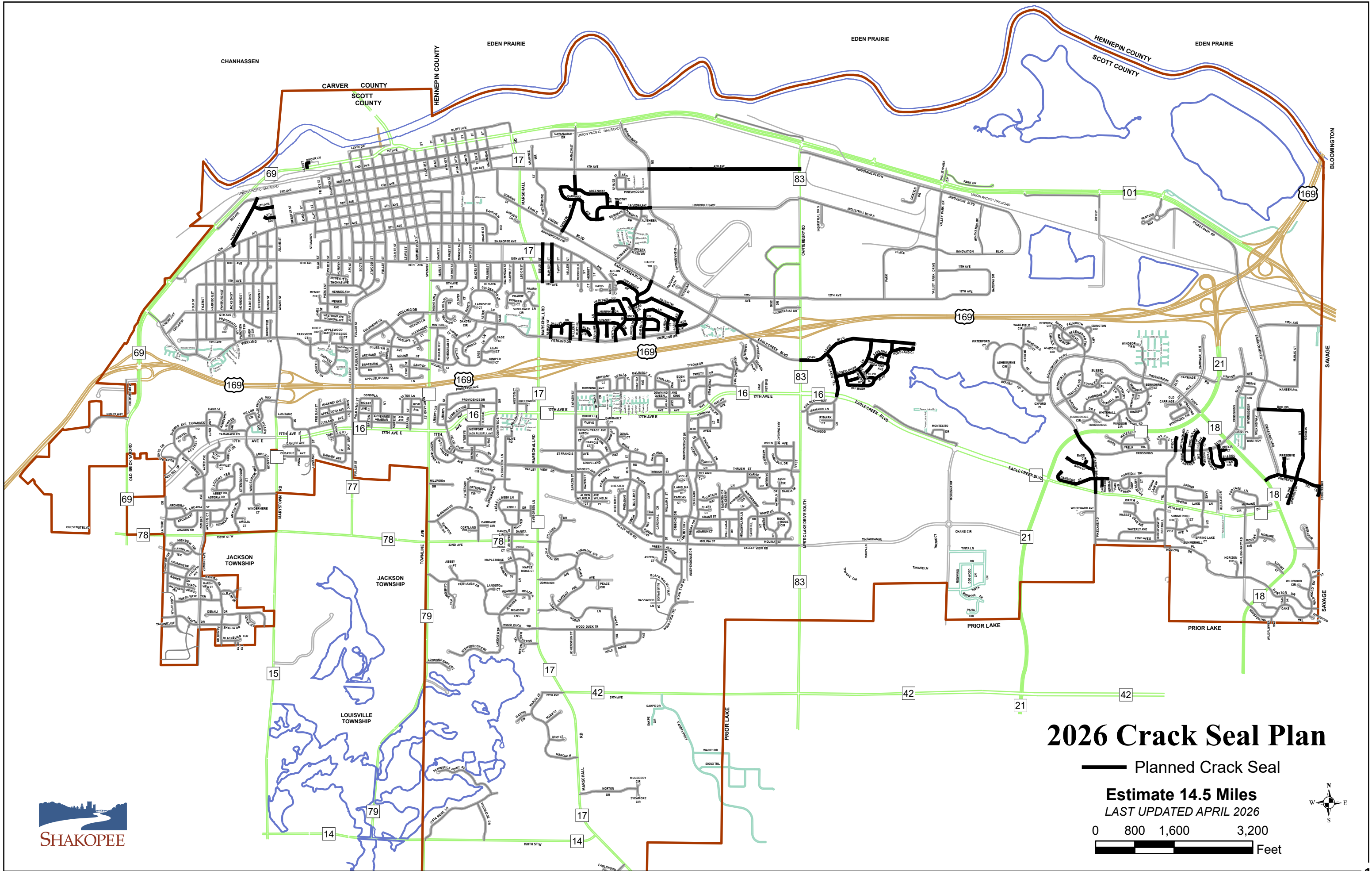
Authorize the City of Shakopee's annual roadway maintenance contract with Allied Blacktop Company for crack sealing.

Budget Impact:

The total amount of the work is estimated at \$129,000.00. The cost is within budget and allocated in the Street Maintenance Operation Fund.

Attachments:

2026 Crack Seal Layout.pdf
Allied Quote.pdf
ASTECH Quote.pdf
Gopher State Quote.pdf
2026 Crack Seal Contract.pdf



QUOTATION FORM

Crack Seal

COMPANY NAME: Allied Blacktop Company
 ADDRESS: 10503 89th Ave N. Maple Grove, MN ZIP 55369
 TELEPHONE: (763) 425-0575

QUOTATIONS ARE DUE BY 11:00 A.M., LOCAL TIME, Friday, April 24, 2026.

To:

Jamison Theis, Street/Utility Supervisor
400 Gorman Street
Shakopee, MN 55379
Email: jtheis@shakopeemn.gov

The undersigned, as bidder, hereby proposes and agrees to enter into a contract with the city of Shakopee to supply all labor, materials, and equipment necessary to complete crack sealing in the city of Shakopee, all in accordance with the maps and specifications prepared by the city of Shakopee and in strict accordance with the unit prices herewith.

The final amounts of the contract shall be determined by multiplying the final measured quantities as authorized and actually furnished and installed in the manner described in the specifications, by the unit stated in this proposal form. The Contractor will not be entitled to any compensation on any items other than those listed on this proposal form.

The bidder must bid each item.

The contract award will be based upon the low bid. In the event the unit prices extended do not equal the total bid, the unit prices shall govern to become the total bid.

NO.	ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	AMOUNT
1	2021.501	Crack Sealing – MN/DOT 3723 Route & Seal	LIN FT	100,000	0.69	69,000.00
2	2021.502	Crack Sealing – MN/DOT 3723 Clean & Seal	LIN FT	100,000	0.60	60,000.00

Total Bid: \$ 129,000.00

The undersigned agrees as follows:

1. The City of Shakopee, Minnesota, reserves the right to reject any and all bids, to waive any minor irregularities in bidding, and/or to accept the bid or bids which best serve the interest of the City of Shakopee.
2. If this quotation is accepted, bidder will enter into a contract and furnish insurance certificate(s) within ten (10) days after bidder's quote is accepted. Bidder agrees to commence work as soon as possible after acceptance and to complete all work on or before the completion date, subject to the provisions of the contract documents.
3. The City of Shakopee, Minnesota, reserves the right to adjust quantities to fit budgeted dollar amounts.

Respectfully Submitted,

Firm: Allied Blacktop Company

By: 
(Signature of Bidder)

Title: President

Brent Capistrant

(Name)

10503 89th Ave N.

(Address)

Maple Grove, MN 55369

(City and State)

DATE: 4/24/2026

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority prior to execution of the contract, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Brent Capistrant (typed or printed name),
President (title) certify that I am an owner or officer of the company and do verify
 under oath that my company is in compliance with each of the minimum criteria listed in the law.

Allied Blacktop Company

(name of the person, partnership or corporation submitting this proposal)

10503 89th Ave N. Maple Grove, MN 55369

(business address)

Signed:


 (bidder or authorized representative)

4/24/2026

Date

QUOTATION FORM

Crack Seal

COMPANY NAME: Asphalt Surface Technologies Corporation a/k/a ASTECH Corp.

ADDRESS: PO Box 1025, St Cloud, MN 56302 ZIP 56302

TELEPHONE: 320-363-8500

QUOTATIONS ARE DUE BY 11:00 A.M., LOCAL TIME, Friday, April 24, 2026.

To:

**Jamison Theis, Street/Utility Supervisor
400 Gorman Street
Shakopee, MN 55379
Email: jtheis@shakopeemn.gov**

The undersigned, as bidder, hereby proposes and agrees to enter into a contract with the city of Shakopee to supply all labor, materials, and equipment necessary to complete crack sealing in the city of Shakopee, all in accordance with the maps and specifications prepared by the city of Shakopee and in strict accordance with the unit prices herewith.

The final amounts of the contract shall be determined by multiplying the final measured quantities as authorized and actually furnished and installed in the manner described in the specifications, by the unit stated in this proposal form. The Contractor will not be entitled to any compensation on any items other than those listed on this proposal form.

The bidder must bid each item.

The contract award will be based upon the low bid. In the event the unit prices extended do not equal the total bid, the unit prices shall govern to become the total bid.

NO.	ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	AMOUNT
1	2021.501	Crack Sealing – MN/DOT 3723 Route & Seal	LIN FT	100,000	0.88	88,000.00
2	2021.502	Crack Sealing – MN/DOT 3723 Clean & Seal	LIN FT	100,000	0.88	88,000.00

Total Bid: \$ 176,000.00

The undersigned agrees as follows:

1. The City of Shakopee, Minnesota, reserves the right to reject any and all bids, to waive any minor irregularities in bidding, and/or to accept the bid or bids which best serve the interest of the City of Shakopee.
2. If this quotation is accepted, bidder will enter into a contract and furnish insurance certificate(s) within ten (10) days after bidder's quote is accepted. Bidder agrees to commence work as soon as possible after acceptance and to complete all work on or before the completion date, subject to the provisions of the contract documents.
3. The City of Shakopee, Minnesota, reserves the right to adjust quantities to fit budgeted dollar amounts.

Respectfully Submitted,

Firm: Asphalt Surface Technologies
Corporation a/k/a ASTECH Corp.

By: 
(Signature of Bidder)

Title: Vice President

Dale R. Strandberg
(Name)

PO Box 1025, St Cloud, MN 56302
(Address)

St Cloud MN 56302
(City and State)

DATE: April 24, 2026

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority prior to execution of the contract, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Dale R. Strandberg (typed or printed name),
Vice President (title) certify that I am an owner or officer of the company and do verify
under oath that my company is in compliance with each of the minimum criteria listed in the law.

Asphalt Surface Technologies Corporation a/k/a ASTECH Corp.
(name of the person, partnership or corporation submitting this proposal)

PO Box 1025, St Cloud, MN 56302
(business address)

Signed:


(bidder or authorized representative)

April 24, 2026
Date

QUOTATION FORM

Crack Seal

COMPANY NAME: Gopher State Sealcoat Inc

ADDRESS: 12519 Rhode Island Ave, Savage, MN ZIP 55378

TELEPHONE: 952 - 931 - 9188

QUOTATIONS ARE DUE BY 11:00 A.M., LOCAL TIME, Friday, April 24, 2026.

To:

Jamison Theis, Street/Utility Supervisor
400 Gorman Street
Shakopee, MN 55379
Email: jtheis@shakopeemn.gov

The undersigned, as bidder, hereby proposes and agrees to enter into a contract with the city of Shakopee to supply all labor, materials, and equipment necessary to complete crack sealing in the city of Shakopee, all in accordance with the maps and specifications prepared by the city of Shakopee and in strict accordance with the unit prices herewith.

The final amounts of the contract shall be determined by multiplying the final measured quantities as authorized and actually furnished and installed in the manner described in the specifications, by the unit stated in this proposal form. The Contractor will not be entitled to any compensation on any items other than those listed on this proposal form.

The bidder must bid each item.

The contract award will be based upon the low bid. In the event the unit prices extended do not equal the total bid, the unit prices shall govern to become the total bid.

NO.	ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	AMOUNT
1	2021.501	Crack Sealing – MN/DOT 3723 Route & Seal	LIN FT	100,000	0.949	94,900
2	2021.502	Crack Sealing – MN/DOT 3723 Clean & Seal	LIN FT	100,000	0.949	94,900

Total Bid: \$ 189,800.00

The undersigned agrees as follows:

1. The City of Shakopee, Minnesota, reserves the right to reject any and all bids, to waive any minor irregularities in bidding, and/or to accept the bid or bids which best serve the interest of the City of Shakopee.
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3. The City of Shakopee, Minnesota, reserves the right to adjust quantities to fit budgeted dollar amounts.

Respectfully Submitted,

Firm: GOATER STATE SEALCOAT

By: Chris Blackowiak
(Signature of Bidder)

Title: PRESIDENT

CHRIS BLACKOWIAK
(Name)

12519 RHODE ISLAND AVE
(Address)

SAVAGE, MN 55378
(City and State)

DATE: 4/24/2020

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A prime contractor shall submit to the contracting authority prior to execution of the contract, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, CHRIS BLACKOWIAK (typed or printed name),
PRESIDENT (title) certify that I am an owner or officer of the company and do verify
under oath that my company is in compliance with each of the minimum criteria listed in the law.

Gopher State Sealcoat Inc

(name of the person, partnership or corporation submitting this proposal)

12519 RHODE ISLAND AVE, SAVAGE, MN 55378

(business address)

Signed:


(bidder or authorized representative)

4/24/2026
Date

QUOTATION FORM

Crack Seal

COMPANY NAME: Allied Blacktop Company
ADDRESS: 10503 89th Ave N. Maple Grove, MN ZIP 55369
TELEPHONE: (763) 425-0575

QUOTATIONS ARE DUE BY 11:00 A.M., LOCAL TIME, Friday, April 24, 2026.

To:

Jamison Theis, Street/Utility Supervisor
400 Gorman Street
Shakopee, MN 55379
Email: jtheis@shakopeemn.gov

The undersigned, as bidder, hereby proposes and agrees to enter into a contract with the city of Shakopee to supply all labor, materials, and equipment necessary to complete crack sealing in the city of Shakopee, all in accordance with the maps and specifications prepared by the city of Shakopee and in strict accordance with the unit prices herewith.

The final amounts of the contract shall be determined by multiplying the final measured quantities as authorized and actually furnished and installed in the manner described in the specifications, by the unit stated in this proposal form. The Contractor will not be entitled to any compensation on any items other than those listed on this proposal form.

The bidder must bid each item.

The contract award will be based upon the low bid. In the event the unit prices extended do not equal the total bid, the unit prices shall govern to become the total bid.

NO.	ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	AMOUNT
1	2021.501	Crack Sealing – MN/DOT 3723 Route & Seal	LIN FT	100,000	0.69	69,000.00
2	2021.502	Crack Sealing – MN/DOT 3723 Clean & Seal	LIN FT	100,000	0.60	60,000.00

Total Bid: \$ 129,000.00

The undersigned agrees as follows:

1. The City of Shakopee, Minnesota, reserves the right to reject any and all bids, to waive any minor irregularities in bidding, and/or to accept the bid or bids which best serve the interest of the City of Shakopee.
2. If this quotation is accepted, bidder will enter into a contract and furnish insurance certificate(s) within ten (10) days after bidder's quote is accepted. Bidder agrees to commence work as soon as possible after acceptance and to complete all work on or before the completion date, subject to the provisions of the contract documents.
3. The City of Shakopee, Minnesota, reserves the right to adjust quantities to fit budgeted dollar amounts.

Respectfully Submitted,

Firm: Allied Blacktop Company

By: Brent Capistrant
(Signature of Bidder)

Title: President

Brent Capistrant
(Name)

10503 89th Ave N.
(Address)

Maple Grove, MN 55369
(City and State)

DATE: 4/24/2026

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority prior to execution of the contract, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Brent Capistrant (typed or printed name),
President (title) certify that I am an owner or officer of the company and do verify
under oath that my company is in compliance with each of the minimum criteria listed in the law.

Allied Blacktop Company

(name of the person, partnership or corporation submitting this proposal)

10503 89th Ave N. Maple Grove, MN 55369

(business address)

Signed:

B. Capistrant
(bidder or authorized representative)

4/24/2026

Date

CONTRACT

THIS CONTRACT, made and entered into this 27 day of 2026, by and between Allied Blacktop Company, hereinafter called "Contractor", and the City of Shakopee, Minnesota, a municipal corporation, hereinafter called "City."

WITNESSETH: That Whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

CRACK SEAL

NOW THEREFORE, the parties to this contract agree to the following:

1. Manner for Completion. The Contractor, at his own proper cost and expense, shall perform all work and furnish all supervision (needed beyond that provided by the City Engineer), labor, material, tools, supplies, machinery and other equipment necessary for the Crack Sealing city streets and parking lots for the City of Shakopee, Minnesota, in a workmanlike and substantial manner, as outlined in the Request For Quotation (RFQ).

2. Due Diligence. The maintenance of a rate of progress in the work which will result in its completion in a reasonable time, is an essential feature of this Contract, and the Contractor agrees to proceed with all due diligence and care, at all times to take all precautions to insure the time of completion as defined in this Contract. The Contractor shall fully complete the work called for under the Contract in accordance with the RFQ.

3. Payment. The City will pay the Contractor those prices stipulated in the Contractor's Quotation, which are incorporated herein by reference and made a part of this Contract, which shall constitute full and complete compensation for the contractor's work provided hereunder. The parties specifically agree and understand and the Contractor specifically waives any claim for additional compensation for any changed condition whether arising out of a physical condition at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract or arising as a result of any force majeure.

4. Contractor's Responsibility for Subcontractors. It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any

provisions of this contract. Nothing contained in this Contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

5. Payment to Subcontractors. The Contractor shall pay any subcontractor within ten days of receipt of payment from the City for undisputed services provided by the subcontractor. If the Contractor fails to pay within ten days, the Contractor shall pay the subcontractor interest at the rate of one and one-half percent per month or part of month to the subcontractor on any undisputed amount not paid on time to the subcontractor, in accordance with Minn. State. Sec. 471.425, Subd. 4a.

6. City Instructions. The City may declare the contract forfeited, should the Contractor persistently disregard instructions of the City or fail to observe or perform any provisions of this Contract.

7. Requirements of Performance Bond. The successful bidder, at the time of the execution of the Contract, shall furnish and at all times maintain a satisfactory and sufficient bond in full amount of the Contract as required by law with a corporate surety satisfactory to the Owner. The form of bond is that required by statute. Personal sureties will not be approved.

8. Indemnity. The Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by Contractor, its servants, agents or subcontractors in the construction of said work, or by any negligence or carelessness in the performance of same, or on account of any other wrongful act or omission, including breach of any provision of this Contract, of Contractor, its independent subcontractors, agents, employees, or delegates. The Contractor further agrees to indemnify the City for defense cost incurred in defending any claims, unless the City is determined to be at fault. The Contractor shall provide a Certificate of Insurance with the City of Shakopee named as an additional insured. The limits of liability shall be as follows:

Worker's Compensation

(1)	State	Statutory
(2)	Applicable Federal (e.g. Longshoreman's):	Statutory
(3)	Employer's Liability:	\$2,000,000

Contractor's Liability Insurance including completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- | | | |
|-----|--|-------------|
| (1) | General Aggregate
(Except Products - Completed Operations) | \$2,000,000 |
| (2) | Products - Completed
(Operations Aggregate) | \$2,000,000 |
| (3) | Personal and Advertising
Injury (Per Person/Organization) | \$2,000,000 |
| (4) | Each Occurrence
(Bodily Injury and Property Damage) | \$2,000,000 |
| (5) | Property Damage Liability Insurance will provide
explosion, collapse and underground coverages
where applicable. | \$2,000,000 |
| (6) | Excess Liability | |
| | General Aggregate | \$2,000,000 |
| | Each Occurrence | \$2,000,000 |

Automobile Liability:

(1) Bodily Injury:

\$2,000,000	Each Person
\$2,000,000	Each Accident

Property Damage:

\$2,000,000	Each Accident
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or

(2) Combined Single Limit (Bodily Injury and Property Damage)

\$2,000,000	Each Accident
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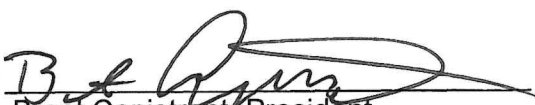
9. Duplicate Originals. This Contract shall be executed in two copies; one (1) copy being retained by the City, one (1) to be delivered to the Contractor.

10. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age, against any employee of Contractor or applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder

11. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Minnesota.

CONTRACTOR

CITY OF SHAKOPEE, MINNESOTA

By 
Brent Capistrant, President

By _____
Matt Lehman/Mayor

By _____

By _____
William Reynolds/City Administrator

GENERAL CONDITIONS

1. DOCUMENTS, DRAWINGS AND SPECIFICATIONS

A. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

Work shall be governed by all applicable Federal, State, and Local Laws, regulations, codes, and ordinances and the project plans and specifications.

B. DRAWINGS AND SPECIFICATIONS

The City of Shakopee (Owner), through the City Engineer (Engineer), shall furnish plans and specifications that represent the requirements of the work as far as practical to be performed under this project. Any work that may reasonably be inferred from the project plans and specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials, or equipment described in words that so applied have a well known technical or trade meaning shall be deemed to refer to such recognized standards.

C. INCLUSION OF OTHER SPECIFICATIONS, RULES AND REGULATIONS

All work and material covered by these specifications must conform to the current respective requirements of the following documents unless specified otherwise within the Special Provisions:

- (1) City Ordinances of the City of Shakopee, Minnesota
- (2) State of Minnesota, Department of Transportation (MN/DOT), "Standard Specifications for Construction", 2018 Edition, including the most recent addenda and revisions (also referred to as Mn/DOT Specifications or Mn/DOT requirements).
- (3) Minnesota Manual on Uniform Traffic Control Devices (MMUTCD).

Any conflict between items in the above, between themselves, or with these specifications must be submitted to the Engineer for adjustment, the prime object being to obtain the best quality installation possible.

2. INSURANCE

Prior to the commencement of work, Certificates of all insurance required on a form approved by the City Clerk, signed by an authorized representative of the insurance carrier and stating that all provisions of the specified requirements are satisfied shall be provided by the Contractor.

The CITY OF SHAKOPEE shall be named as an additional insured on all policies required under this section.

A. Liability Insurance

1) Required insurance and amounts as follows:

a. Worker's Compensation:

State:	Statutory
Applicable Federal (e.g. Longshoreman's):	Statutory
Employer's Liability:	\$2,000,000

b. Contractor's Liability Insurance including completed operations and product liability

coverages and eliminate the exclusion with respect to property under the care, custody and control of the Contractor

General Aggregate (Except Products – Completed Operations)	\$2,000,000
Products – Completed (Operations Aggregate)	\$2,000,000
Personal and Advertising Injury (Per Person/Organization)	\$2,000,000
Each Occurance (Bodily Injury and Property Damage)	\$2,000,000
Property Damage Liability Insurance will provide explosion, collapse and underground coverages where applicable	\$2,000,000
Excess Liability General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000

c. Automobile Liability:

Bodily Injury Each Person	\$2,000,000
Each Accident	\$2,000,000
Property Damage Each Accident	\$2,000,000

Or

Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000
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- d. Policy must include a waiver of any or all Governmental Immunity and must indemnify and hold harmless the City and/or its agents and others as required. List project and work.
- 2) The policy shall be a standard form policy provided for by a carrier approved by the State of Minnesota and shall not contain any exclusions that will restrict coverage on any operations performed by this Contractor or any Subcontractor thereof.
- 3) The policy or policies shall afford Contractual Liability coverage to provide coverage for the Indemnification Agreement set out in Section 2.E.
- 4) It is a condition of the Contract that the policy or policies waive any or all governmental

immunity as a defense in any action brought against the insured or any other party to the Contract, up to policy limits.

- 5) The policy shall further provide insurance to cover all of the Contractor's operating exposures and the operation of vehicles.
- 6) Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City or the Engineer does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interest or liabilities.
- 7) In the event of cancellation of any of the policies, the company issuing the Certificate of Insurance shall provide 30 days written notice to the City. Failure to do so shall impose obligation and/or liability upon the issuing company. Certificate of Insurance forms shall be drafted or altered to reflect these conditions.

B. Notice of Cancellation or Non-Renewal

The City shall be given at least thirty (30) days prior written notice of any cancellation, termination or material modification of the required insurance coverages, and the insurance policies required herein shall so provide.

C. Deductibles

All responsibility for payment of sums resulting from any deductible provision, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

D. Indemnification

The Contractor shall indemnify and hold harmless the City, its elected officials, commissioners either elected or appointed, officers, agents and/or employees from and against all claims, damages, losses or expenses, including attorney fees, for which they may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations resulting from or arising out of directly or indirectly, the performance of this Agreement by the Contractor, their employees, agents or subcontractors.

3. WORK COMPLETION, SUSPENSION & RESUMPTION STIPULATIONS

A. COMPLETION

The Contractor will be required to begin work within thirty (30) days of Notice to Proceed and is to complete the installation on or before the completion date specified in the Special Provisions or the Proposal Form for the project.

B. SUSPENSION AND RESUMPTION OF WORK

The Engineer shall have the authority to suspend the Contractor's operations wholly or in part, for such period or periods of time as may deem necessary because of unsuitable weather or other conditions that the Engineer considers unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all of the provisions of the contract. Such "Suspension of Work Order" shall be in

writing, and shall state the reason for such suspension, the effective date and time, and the operation suspended. All work done by the Contractor contrary to such "Suspension of Work Order" shall be considered as unauthorized work and as having been done at the expense of the Contractor.

4. MEASUREMENT AND PAYMENTS

A. MEASUREMENT OF QUANTITIES

Work completed in an acceptable form as determined by the Engineer shall be measured by the units specified in the Proposal Form or otherwise described in the Special Provisions.

B. PAYMENT

Payment at the unit price provided in the Proposal Form shall be full compensation for all labor, materials, coordination and equipment necessary to furnish and install the item, unless otherwise specified in the Special Provisions. Final payment shall not act as a waiver of the right of the Owner to require fulfillment of all terms of the Contract.

5. CONTROL OF WORK AND MATERIALS

A. HOURS OF OPERATION

1. No construction equipment shall be operated between 7:00 P.M. and 7:00 A.M. weekdays unless specifically authorized by the Engineer.
2. No work shall be done on Saturdays or Sundays unless special approval is granted by the Engineer. If authorized, working hours on weekends are 9:00 A.M. to 9:00 P.M.
3. The Contractor shall notify the Owner in advance of all times when staff are to work on the construction site.
4. Should work by the Owner or other special conditions require temporary suspension of the Contractor's activities, the Contractor shall comply and reschedule the work at no additional cost to the Owner.

B. OWNER REPRESENTATIVE'S STATUS AND DECISIONS

In carrying out any of the provisions of the contract, or in exercising any power or authority granted to the Contractor thereby, there shall be no personal liability upon the contracting officer or the authorized representatives, it being understood that in such matter they act as agents and representatives of the Owner.

The Engineer shall have general supervision and direction of the work. The Engineer has authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the work. The Engineer shall also have the right, as the work progresses, to alter the plans or specified coordination of two or more concurrent contractors subject to the limits specified herein.

C. CONTROL OF MATERIALS

All materials furnished by the Contractor shall meet the requirements of these specifications.

- 1 INSPECTION AND ACCEPTANCE OF MATERIALS: Final inspection and acceptance of

material will be made only at the site of the work. The Owner reserves the right to sample, inspect, and test materials throughout the duration of the work, and to reject any materials that are found to be unsatisfactory at the time of use.

- 2 DEFECTIVE MATERIAL: All materials that do not conform to the requirements of these specifications shall be considered defective and will not be approved. All defective material must be removed from the construction area. Any portion of the work in which any defective material may have been used shall be considered as defective work.
- 3 DEFECTIVE WORK: All work and materials that do not conform to the requirements of the contract shall be considered as defective and will not be approved. When so ordered by the Engineer in writing, all defective work shall be remedied or repaired, or, if necessary, removed and replaced in an acceptable manner by the Contractor.

If the Contractor fails or refuses to remedy or repair any defective work or materials or to remove and replace such work or materials, within the period specified in such written order, the Owner shall have the right, at its option:

- a) To take over and use such defective work by payment to the Contractor of an amount equal to the reasonable value of such work; or
- b) to cause such defective work to be remedied or repaired, or removed and replaced, and deduct the cost thereof from any monies due or that may become due the Contractor or require reimbursement therefore from the surety of the contract bond.

When such defective work has been remedied or repaired, or removed and replaced by the Contractor, the Contractor will be credited with an amount equal to the value of the completed work based on the contract price or price therefore. If the Contractor continues to perform defective work, the City may declare the Contractor in default.

D. PROSECUTION OF WORK NEAR PUBLIC UTILITIES PROPERTIES

It shall be the Contractor's responsibility to obtain complete information of the existence and location of underground utilities that may be adjacent to the work. The Contractor shall be responsible for and shall preserve and protect all utilities that are above ground surface and below ground surface whether or not the approximate locations are shown in the plans. The Contractor shall assume full responsibility for reimbursing the owners thereof for any damage or injury to such utilities that may be caused by his/her operations. The Contractor shall at no time hinder or interfere with any person engaged in protecting or moving utility properties or in the operation of the utility.

The Contractor shall give notice to the owners of all utilities at least 48 hours before starting any construction operations that will affect such properties. If, during the course of the Contractor's operations, he/she discovers utility properties, the existence of which was not known, the Contractor shall immediately notify the owner thereof and the Engineer.

E. PROTECTION OF THE PUBLIC, THE WORK AND PROPERTY

The Contractor shall operate in a safe and non-hazardous fashion, maintaining full compliance with OSHA standards and good work standards, complying with all the Federal, State and Municipal laws.

The Contractor shall continuously maintain adequate protection of all work from damage, and take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this project. The Contractor shall make good any damage, injury or loss to his work or to the property of the Owner that results from lack of reasonable protective precautions, except such as may be caused by agents or employees of the Owner. The Contractor shall make adequate provisions to protect adjacent private and public property. The Contractor shall assume, and shall be held liable for necessary equipment and personnel required to conform to these specifications. All cost related to protection of the public, the work and property shall be borne by the Contractor.

The Contractor shall erect and maintain all signs and barricades required to conform with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) prior to commencing any work within public streets, sidewalks, easements or right-of-way. The Contractor shall be responsible for installing adequate traffic control and safety devices to protect the public, including pedestrians and vehicular traffic. The Engineer shall have the authority to stop any work until the Contractor brings signing and barricades into conformance with MMUTCD. If the Contractor fails to act in a timely fashion to bring signing and barricades into conformance with MMUTCD or if emergency conditions require immediate action, the Engineer can install proper signing and barricades and charge the cost of such work to the Contractor.

F. PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any propose without obtaining permission. The Contractor shall notify, in writing, the owners of all corporate or private property that will be interfered with by the operations, advising them of the nature of the interference, and arranging with them for the protection of such property. The Contractor shall furnish the Engineer, upon request, with copies of all such notifications and final agreements.

The Contractor shall protect and carefully preserve all property monuments until the Owner, or an authorized surveyor or agent, has witnessed or otherwise referenced their location or relocation.

The Contractor shall be responsible for any damage occasioned by or resulting from the operations, work or materials to property of any kind outside the construction area, or within the construction area and below the ground surface if such property is shown in the plans, or its existence is indicated in the Special Provisions. The Contractor shall also be responsible for any damage, occasioned by or resulting from the operations, to property of any kind within the construction area and below ground surface, the existence of which is not shown in the Plans or indicated in the Special Provisions, provided the Contractor is notified of its existence before such damage is done.

If such property is damaged or destroyed by the Contractor's operations, work, or materials, the Contractor shall, at the Contractor's own expense, restore such property to a condition equal to or better than that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or shall otherwise make good such damage or destruction in an acceptable manner.

G. WARRANTY/GUARANTEE

Any defective materials, workmanship or equipment shall be corrected by the Contractor, at no

cost to the Owner, for a period of two years after date of acceptance of the project. If, in the opinion of the Engineer, it is not expedient to correct injured work, or work not done in accordance with the contract, the Owner may deduct the difference in value between the work involved and that called for by the contract, together with fair allowance for damages, the amount of which shall be determined by the Engineer.

The Contractor shall be responsible for any and all defects that may develop in any part of the entire installation furnished by the Contractor and upon receipt of written notice from the Engineer, shall immediately replace and make good without expense to the Owner such faulty part or parts, including damage resulting from same, during a period of two (2) years from the date of final acceptance of the installation, except when specific warranty and guarantee for work and materials for another length of time is elsewhere specified.

The acceptance of the installation, or any part of it, shall not act to waive the liability on the part of the Contractor and the Contractors surety.

H. REMOVAL AND DISPOSAL

Items removed by the Contractor shall be disposed of outside of the City of Shakopee and in compliance with all Federal, State, and Local regulations, laws, codes and requirements. Removal items shall become the property of the Contractor unless specifically identified for salvage in the Special Provisions.

I. SUBCONTRACTOR

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of the contract. Nothing contained in the Contract shall create any contractual relation between the subcontractor and the city or between any subcontractors.

The Contractor shall pay any subcontractor within ten (10) days of receipt of payment from the city for undisputed services provided by the subcontractor. If the Contractor fails to pay within ten (10) days, the Contractor shall pay the subcontractor interest at the rate of one and one-half percent per month or part of month to the subcontractor on any undisputed amount not paid on time to the subcontractor, in accordance with Minn. State. Sec. 471.425, Subd. 4a.

SPECIFICATIONS

1 – CRACK SEALING

1.1 DESCRIPTION

This work consists of sealing random transverse and longitudinal cracks in a bituminous pavement.

Route and Seal: Route, clean and seal transverse and longitudinal cracks less than or equal to 0.75 inches wide.

Clean and Seal: Clean and seal (without routing) transverse and longitudinal cracks as directed by the City.

This method is also used to re-seal existing routed and sealed cracks that have failed. For using both methods, the Contractor and the City will meet and confer to discuss how each technique will be used and accounted for separately.

1.2 MATERIALS

A. Sealant

Provide certified sealant in accordance with Mn/DOT specification 3723. A list of certified sources is on file at the Chemical Laboratory, Mn/DOT Maplewood's Office of Materials and Road Research. To obtain the list, call (651) 366-5548 or visit the website at:

<http://www.dot.state.mn.us/products/index.html>. Contractor shall submit the manufacturer's written certification listing the batch number, quantity and certifying that the products meet the appropriate Mn/DOT specification.

The crack sealant material shall be packaged and shipped in sealed containers. Each container shall be clearly marked with the name of the manufacturer, the trade name of the sealant, weight, the manufacturer's batch and lot number, the application/pouring temperature, and the safe heating temperature.

A copy of the manufacturer's recommendations pertaining to the heating and re-heating and application of the joint sealant material shall be submitted to the City before the commencement of the work. The Contractor shall follow these recommendations.

The temperature of the sealer in the field application equipment shall not exceed the safe heating temperature recommended by the manufacturer. Temperatures above the safe heating temperature will result in rejection of the sealant material and will require disposal of the sealant material.

The Contractor shall not place sealant if the temperature of the material is below the manufacturer's recommended minimum application/ pouring temperature.

Mixing of different manufacturer's brands or different types of sealants is prohibited.

B. Basis of Material Acceptance

Acceptance of the sealant material is based on the certification by the manufacturer that the sealant meets the requirements listed above. The City reserves the right to field sample and quality acceptance test up to two times per lot.

The Contractor shall continuously maintain adequate protection of all work from damage, and take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this project. The Contractor shall make good any damage, injury or loss to his work or to the property of the Owner that results from lack of reasonable protective precautions, except such as may be caused by agents or employees of the Owner. The Contractor shall make adequate provisions to protect adjacent private and public property. The Contractor shall assume, and shall be held liable for necessary equipment and personnel required to conform to these specifications. All cost related to protection of the public, the work and property shall be borne by the Contractor.

The Contractor shall erect and maintain all signs and barricades required to conform with the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD) prior to commencing any work within public streets, sidewalks, easements or right-of-way. The Contractor shall be responsible for installing adequate traffic control and safety devices to protect the public, including pedestrians and vehicular traffic. The Engineer shall have the authority to stop any work until the Contractor brings signing and barricades into conformance with MMUTCD. If the Contractor fails to act in a timely fashion to bring signing and barricades into conformance with MMUTCD or if emergency conditions require immediate action, the Engineer can install proper signing and barricades and charge the cost of such work to the Contractor.

F. PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any propose without obtaining permission. The Contractor shall notify, in writing, the owners of all corporate or private property that will be interfered with by the operations, advising them of the nature of the interference, and arranging with them for the protection of such property. The Contractor shall furnish the Engineer, upon request, with copies of all such notifications and final agreements.

The Contractor shall protect and carefully preserve all property monuments until the Owner, or an authorized surveyor or agent, has witnessed or otherwise referenced their location or relocation.

The Contractor shall be responsible for any damage occasioned by or resulting from the operations, work or materials to property of any kind outside the construction area, or within the construction area and below the ground surface if such property is shown in the plans, or its existence is indicated in the Special Provisions. The Contractor shall also be responsible for any damage, occasioned by or resulting from the operations, to property of any kind within the construction area and below ground surface, the existence of which is not shown in the Plans or indicated in the Special Provisions, provided the Contractor is notified of its existence before such damage is done.

If such property is damaged or destroyed by the Contractor's operations, work, or materials, the Contractor shall, at the Contractor's own expense, restore such property to a condition equal to or better than that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or shall otherwise make good such damage or destruction in an acceptable manner.

G. WARRANTY/GUARANTEE

Any defective materials, workmanship or equipment shall be corrected by the Contractor, at no

SPECIFICATIONS

1 – CRACK SEALING

1.1 DESCRIPTION

This work consists of sealing random transverse and longitudinal cracks in a bituminous pavement.

Route and Seal: Route, clean and seal transverse and longitudinal cracks less than or equal to 0.75 inches wide.

Clean and Seal: Clean and seal (without routing) transverse and longitudinal cracks as directed by the City.

This method is also used to re-seal existing routed and sealed cracks that have failed.

For using both methods, the Contractor and the City will meet and confer to discuss how each technique will be used and accounted for separately.

1.2 MATERIALS

A. Sealant

Provide certified sealant in accordance with Mn/DOT specification 3723. A list of certified sources is on file at the Chemical Laboratory, Mn/DOT Maplewood's Office of Materials and Road Research. To obtain the list, call (651) 366-5548 or visit the website at:

<http://www.dot.state.mn.us/products/index.html>. Contractor shall submit the manufacturer's written certification listing the batch number, quantity and certifying that the products meet the appropriate Mn/DOT specification.

The crack sealant material shall be packaged and shipped in sealed containers. Each container shall be clearly marked with the name of the manufacturer, the trade name of the sealant, weight, the manufacturer's batch and lot number, the application/pouring temperature, and the safe heating temperature.

A copy of the manufacturer's recommendations pertaining to the heating and re-heating and application of the joint sealant material shall be submitted to the City before the commencement of the work. The Contractor shall follow these recommendations.

The temperature of the sealer in the field application equipment shall not exceed the safe heating temperature recommended by the manufacturer. Temperatures above the safe heating temperature will result in rejection of the sealant material and will require disposal of the sealant material.

The Contractor shall not place sealant if the temperature of the material is below the manufacturer's recommended minimum application/ pouring temperature.

Mixing of different manufacturer's brands or different types of sealants is prohibited.

B. Basis of Material Acceptance

Acceptance of the sealant material is based on the certification by the manufacturer that the sealant meets the requirements listed above. The City reserves the right to field sample and quality acceptance test up to two times per lot.

3. Air Compressor

The air compressor shall be capable of producing a continuous stream of clean, dry air through the nozzle at 75 to 150 pounds per square inch and 125 cubic feet per minute (CFM) minimum. The compressed air unit shall be equipped with water and oil traps and must produce sufficient air volume and pressure to remove all debris from the routed crack and all adjacent road surfaces in a safe manner such that the debris will not re-enter the crack prior to the sealing operation. The traps used to remove moisture and oil shall be checked by the Contractor at least once per day of production and replaced when necessary.

The use of backpack blowers (leaf blowers) is not allowed.

The use of vacuum cleaning equipment will be allowed after demonstrating to the Engineer that the vacuum equipment can successfully clean the cracks.

4. Heat Lance

The heat lance shall operate with propane and compressed air in combination and be capable of achieving a temperature of heated air at the exit orifice of 1,800° F and a discharge velocity of 3,000 feet per second.

E. Crack Preparation

Cracks measuring less than or equal to ¾" wide shall be routed and sealed to a width and depth of ¾". The City reserves the right to direct which types and sizes of cracks shall be routed and sealed on a given roadway. Cracks shall be cleaned and sealed as directed by the City.

The pavement router shall at all times exhibit the capability of expeditiously cutting the design reservoir in one easy pass. The Contractor shall change bits when it is evident that the reservoir configuration specified is not being achieved in an easy and expeditious manner. The Contractor shall demonstrate the routers capability of following meandering cracks and maintaining centering of the reservoir over the crack within a tolerance of ¼". The resulting reservoir shall have vertical sidewalls and a uniform, horizontal profile. Anytime that the Contractor cannot meet these requirements, the production of that router shall cease until such time as the requirements can be met.

F. Reservoir, Crack Cleaning and Conditioning Operation

Routed reservoirs shall be thoroughly cleaned with a minimum of one pass of the air wand not more than 2 inches from each face of the reservoir/crack. Cleaning shall continue until the reservoir / crack is dry and all dirt, dust or deleterious matter is removed. If the air compressor produces dirt or other residue, the Contractor will be required to re-clean the reservoir/crack.

Clean and Seal cracks with a minimum of one pass of the air wand not more than 2 inches from each face of the failed reservoir/crack. Cleaning shall continue until the failed reservoir / crack is dry and all dirt, dust or deleterious matter is removed. If the air compressor produces dirt or other residue, the Contractor will be required to re-clean the reservoir/crack.

For both methods, immediately prior to the placement of the crack sealant, the surface of both the sidewalls, as well as the pavement 1 inch on either side of their sidewalls shall be conditioned with hot compressed air from a heat lance. The heat lance shall be placed within 3 inches of each sidewall of the reservoir/ crack. This treatment shall continue until the affected areas are conditioned. The heat lance shall not scorch the routed reservoir, crack or adjacent pavement surface. The City reserves the right to randomly spot check the reservoirs/ cracks to verify that they are clean and dry. Anytime the City

Rejected sealed cracks shall be repaired, the sealant removed and disposed of in a legal and appropriate manner and the cracks resealed as necessary.

1.4 METHOD OF MEASUREMENT

Crack Sealing shall be measured by the linear foot of cracks routed and sealed according to the specifications above. The Contractor shall be responsible for the measurement of cracks and provide a record of such to the City broken down by day and roadway. The City reserve the right to verify and re-measure approving payments according to their quantities.

1.5 BASIS OF PAYMENT

Payment for accepted quantities of crack sealing shall be at the combined Unit Price Bid Items below. Payment is compensation in full for all costs of furnishing, loading, unloading and delivering all material, is compensation in full for all labor, equipment (including mobilization) and materials necessary for the routing, cleaning and conditioning of the reservoir and installation of crack sealant and is compensation in full for all costs incidental thereto.



Shakopee City Council May 5, 2026

5.q

Agenda Item: Approval of the April 21, 2026, City Council Minutes
Prepared by: Rick Parsons
Reviewed by:

Action to be considered:

Approve the April 21, 2026, City Council minutes

Motion Type:

Simple Majority

Background:

N/A

Recommendation:

Approve the April 21, 2026, City Council minutes.

Budget Impact:

N/A

Attachments:

[City Council Minutes 04-21-2026](#)



City Council

City Hall
485 Gorman Street
Shakopee, MN, 55379

Tuesday, April 21, 2026
7:00 p.m.

Vision: Shakopee is a place where people want to be! A distinctive river town, with a multitude of business, cultural and recreational opportunities in a safe, welcoming, and attractive environment for residents and visitors.

Mission: Our mission is to deliver high quality services essential to maintaining a safe and sustainable community. We commit to doing this cost-effectively, with integrity and transparency.

1) Call to Order

2) Roll Call

PRESENT:

Mayor Lehman, Council Member Contreras, Council Member Whiting, Council Member DuLaney, and Council Member Lara

ABSENT:

None.

ALSO PRESENT:

None.

3) Pledge of Allegiance

4) Special Presentations

4.a) Officer of the Year

4.b) Citizen award presentation

4.c) Informational update on the 2026 property assessments

5) Approval of Agenda

Council Member Contreras made a motion to approve the agenda, second by Council Member Whiting and the motion passed. 5 - 0

6) **Consent Agenda**

- 6.a) SHIP Community Garden License Agreement Renewal
- 6.b) Award Contract for the 2026-2027 Native Vegetation Management Project
- 6.c) Minnesota Department of Public Safety's MN Fire Department Turnout Gear Washer, Extractor, Dryer Grant Program Application
- 6.d) Recreation Facilities Vending Contract
- 6.e) Appointment of Sergeant Joshua Davis to the rank of Captain.
- 6.f) Ordinance for Street Name Changes for Canterbury Southeast Development
- 6.g) Amendment to the Fee Schedule for Plumbing Permit Reviews per State Code
- 6.h) Approve a Purchase Agreement with Traffic Control Corporation for Signal Equipment for the Old Carriage Court Corridor Improvements Project
- 6.i) The Cletus & Helen Link Family Foundation Grant Award
- 6.j) Preliminary and Final Plat of Dean Lakes Eleventh Addition
- 6.k) Approval of the April 7, 2026, City Council Minutes
- 6.l) Metropolitan Dance Alliance Donation
- 6.m) Approval of Taft Stettinius & Hollister LLP (Taft) for Economic Development Work - *(pulled for separate consideration)*
- 6.n) Extended Hours for Construction at Mystic Lake Amphitheater
- 6.o) Schleper field improvements - Right Field Bull Pen Wall Donation
- 6.p) Approve On-Sale and Sunday Liquor Licenses for Velazquez III LLC. dba Don Goyo Taqueria
- 6.q) Vehicle Acquisition, Use and Replacement Policy

Council Member Lara made a motion to approve the consent agenda with the modification of removing item 6.m for separate consideration, second by Council Member Contreras and the motion passed. 5 - 0

7) **Public Comment**

8) **Business removed from consent agenda**

6.m) Approval of Taft Stettinius & Hollister LLP (Taft) for Economic Development Work

Council Member Whiting made a motion to approve retaining of Taft at hourly rates of \$400 for Associates and \$500 for Partners for Economic Development work, second by Council Member Contreras and the motion passed. 5 - 0

9) **General Business**

9.a) Monthly Financial Report - March 2026

Informational only.

9.b) Right-of-way Management and Fiber Projects Update

Council Member Whiting made a motion to approve a proposal and authorize staff to enter into an agreement with Bolton & Menk, Inc. for Right-of-way Fiber Optic Field Representation services, second by Council Member DuLaney and the motion passed. 5 - 0

9.c) SS4A Project Introduction

Informational only.

9.d) Annexation, Comprehensive Plan Map Amendment/MUSA Expansion & Zoning

Council Member Contreras made a motion to approve Resolution R2026-060, approving the annexation of property, second by Council Member DuLaney and the motion passed. 5 - 0

Council Member DuLaney made a motion to approve Resolution R2026-061, approving a Comprehensive Plan Map Amendment to Figure 4.60 - Planned Metropolitan Urban Service Area (MUSA) in the 2040 Comprehensive Plan, second by Council Member Lara and the motion passed. 5 - 0

Council Member Lara made a motion to approve Ordinance O2026-009, approving the zoning to Agricultural Preservation (AG) Zone, second by Council Member Whiting and the motion passed. 5 - 0

9.e) First Due Community Connect Platform

Council Member Whiting made a motion to approve the implementation of the First Due Community Connect platform, second

by Council Member DuLaney and the motion passed. 5 - 0

10) **Reports**

10.a) City Bill List

10.b) News and Announcements

11) **Other Business**

12) **Adjourn to May 5, 2026, at 7:00 pm**

Council Member Lara made a motion to adjourn to May 5, 2026, at 7:00 pm, second by Council Member DuLaney and the motion passed. 5 - 0



Shakopee City Council May 5, 2026

5.r

Agenda Item: Joe Schleper Stadium - Electrical Panel Upgrade
Prepared by: Bill Delaney, Senior Planner
Reviewed by: Michael Kerski

Action to be considered:

Accept donated electrical upgrade

Motion Type:

Simple Majority

Background:

This project involves installing upgraded electrical connection at Joe Schleper Stadium. This is needed due to a vendor changing what is needed for power to cool the beverage trailer for the 2026 State Amateur Tournament.

The connection will go from the service bay to next to garage stall #1. The line will be buried underground prior to new fence is installation by the city. Specifically, the Schleper Fund will be:

- Pull a permit
- Adding 2 - 50 amp circuits for outdoor use (work will include all labor and material needed to complete job)
- Taking 2 - 50 amp circuits out of electrical room and running to exterior of grandstand, Only 1 of the circuits being terminated
- Installing 2 - 240 volt/50 amp outdoor circuits

The fund anticipates a start date after approval with work being completed no later than July 31, 2026.

This has been reviewed by Public Works/Parks and Rec Maintenance.

Recommendation:

Accept the donation of approximately \$4,250, by Joe Schleper Stadium Fund for electrical upgrades at the stadium.

Budget Impact:

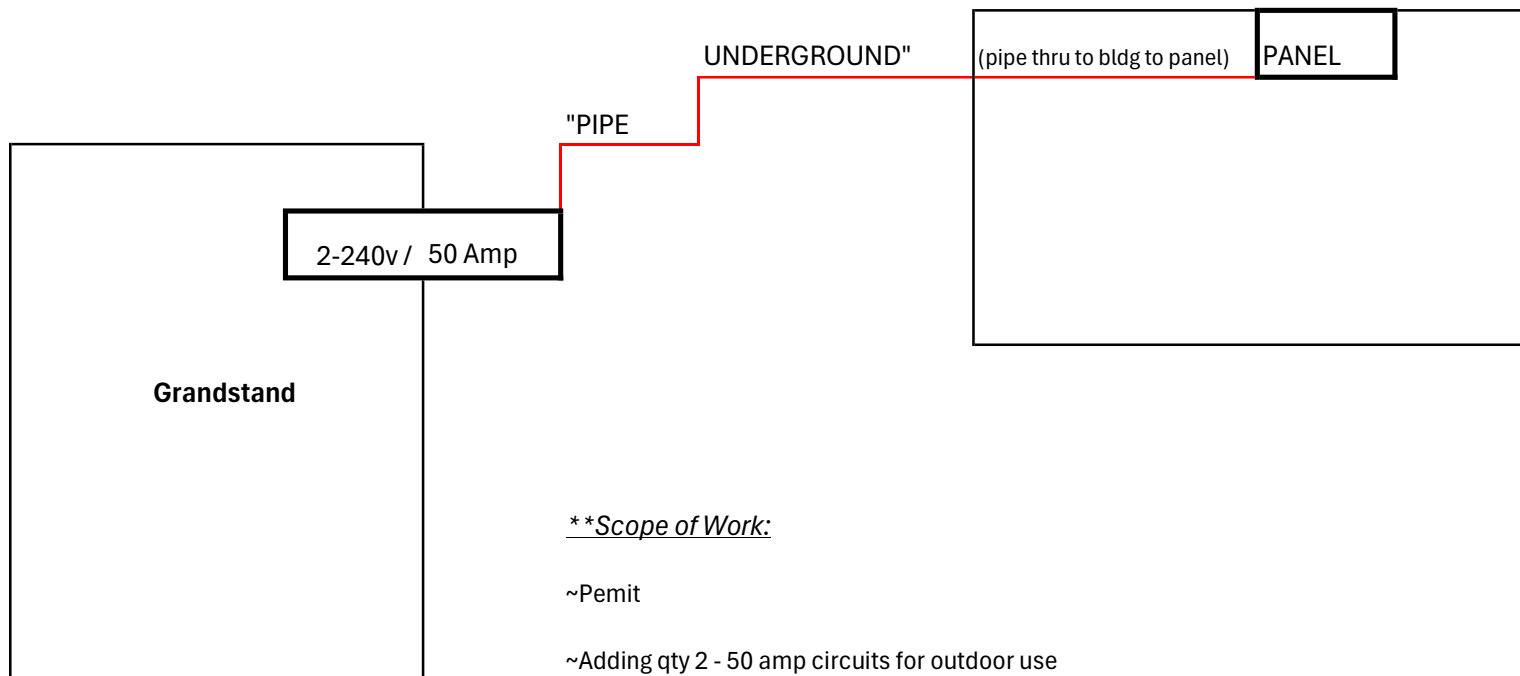
Total cost \$4,250, to be paid by Joe Schleper Stadium Fund (JSSF).

Attachments:

[Joe Schleper Stadium_Electrical Plan.pdf](#)

TAHPAH PARK_JOE SCHLEPER STADIUM

PARKING LOT



**Scope of Work:

~Pemit

~Adding qty 2 - 50 amp circuits for outdoor use

~Taking qty 2 - 50 amp circuits out of electrical room and running to exterior of grandstand, Only 1 of the circuits being terminated

~Installing qty 2 - 240 volt/50 amp outdoor circuits



Shakopee City Council

May 5, 2026

5.s

Agenda Item: Arbor Day Proclamation
Prepared by: Kirby Templin, Water Resources - Environmental Manager
Reviewed by: Alex Jordan, City Engineer

Action to be considered:

Proclaim April 24, 2026, as Arbor Day

Motion Type:

Simple Majority

Background:

Arbor Day is celebrated worldwide. Communities that celebrate Arbor Day and provide ongoing care of the City's urban forest are eligible to become a Tree City USA. City staff have submitted the Tree City USA application for the city since 2008. The City of Shakopee has now been a Tree City USA for 18 years.

The Arbor Day Proclamation is a requirement as part of the Tree City USA application. The proclamation brings awareness to the community about the history and importance of Arbor Day. The city celebrated Arbor Day by holding the Arbor Day tree sale and through planting of trees. Residents picked up the trees they ordered through the city tree sale on April 25, 2026.

Recommendation:

Approval as requested.

Budget Impact:

There is no budget impact.

Attachments:

[2026 Arbor Day Proclamation.pdf](#)

**CITY OF SHAKOPEE
OFFICE OF THE MAYOR**

ACTION PROCLAIMING APRIL 24, 2026, AS ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called ARBOR DAY, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, ARBOR DAY is now observed throughout the nation and the world, and

WHEREAS, trees are of great value as they provide clean air and water, shade and energy savings, wildlife habitat, recreational opportunities, wood products, and jobs, while also capturing and storing carbon from the atmosphere, thereby offsetting greenhouse gas emissions; and

WHEREAS, properly planting and caring for a diverse mix of trees makes community forests more resilient by minimizing the impacts of diseases, insects, and other stressors such as climate change and providing long-term community and environmental benefits; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify our community, and

WHEREAS, thoughtfully choosing, planting, and caring for a diverse mix of trees now supports resilient communities into the future.

NOW, THEREFORE, I, MATT LEHMAN, MAYOR OF THE CITY OF SHAKOPEE, MINNESOTA, do hereby declare Friday, April 24, 2026, as ARBOR DAY in the City of Shakopee, and urge citizens to celebrate ARBOR DAY and to support efforts to protect our trees and woodlands.

Given under my hand and the seal of the City of Shakopee this 5th day of May 2026.



Matt Lehman
Mayor of the City of Shakopee

ATTEST:

City Clerk



Shakopee City Council May 5, 2026

5.t

Agenda Item: Contract with Stantec for South Shakopee AUAR Update
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:

Approve

Motion Type:

Simple Majority

Background:

The Southern Shakopee AUAR was originally adopted in 2022 to evaluate development impacts for approximately 435 acres located south of Valley View Road and west of Mystic Lake Drive. Under Minnesota Rules, AUAR documents must be updated every five years until full buildout occurs. As the Responsible Governmental Unit (RGU), the City is required to complete this update to remain in compliance. Stantec completed the original AUAR.

The update will evaluate changes in development conditions over the past five years, assess potential environmental impacts, and revise mitigation strategies as needed. The update will also incorporate new state-required climate change and greenhouse gas (GHG) emissions analysis, which was not required at the time of the original AUAR adoption.

Project Scope

Stantec's scope of work includes:

- Project initiation, data collection, and mapping updates;
- Preparation and distribution of the Draft AUAR Update, including analysis of climate impacts, GHG emissions, traffic, and environmental resources;
- Coordination of the public review process and preparation of responses to comments;
- Assistance with final adoption by the City Council.

The consultant anticipates completing the draft update within approximately 60–90 days, with the full process taking four to five months.

Recommendation:

Approve contract with Stantec for the update of the South Shakopee AUAR for an amount not to exceed \$35,000

Budget Impact:

Paid from AUAR fees collected from projects at \$1,000 per acre.

Attachments:

[Southern Shakopee AUAR Update - April 2026.pdf](#)



Stantec Consulting Services Inc.
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309

April 6, 2026

Attention: Michael Kerski, Director of Planning & Development
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

Dear Michael,

Reference: Southern Shakopee AUAR Update

As requested, Stantec is pleased to provide a scope of work and cost estimate to the City of Shakopee for preparation of an update to the Southern Shakopee Alternative Urban Areawide Review (AUAR).

Project Understanding

The Southern Shakopee AUAR was adopted in 2022 for a portion of the city planned for urban development in the 2040 Comprehensive Plan. It is approximately 435 acres located south of Valley View Road and west of Mystic Lake Drive. The AUAR is now due to be updated to comply with Minnesota Rules which require an AUAR to be updated every five years until full buildout. The City of Shakopee (City) is the Proposer and Responsible Governmental Unit (RGU).

This Update is based on the maximum development scenario as outlined in the original AUAR. The AUAR Update will study the potential impacts of any development that has occurred in the last five years and update the AUAR mitigation plan as necessary. This AUAR Update will be required to incorporate the mandatory climate change and greenhouse gas emissions analysis that went into effect in early 2023. From our recent experiences, the EQB is satisfied with an approach that balances the efficiency of an AUAR update with high-level analysis of the new climate requirements. This analysis is included in the provided scope and cost estimate.

Scope of Work

Task 1 – Project Management and Initiation

We will update project base maps and assemble all the available relevant information to set the Update process on a good path. Based on information provided by City staff on development that has occurred in the last five years and proposed developments, we will create maps that compare the previous scenario to our current scenario. We will also summarize the development and infrastructure updates in both narrative and tables for your review. This includes attendance at one virtual or in-person kick-off meeting with City staff and overall project management throughout the AUAR process.

Reference: Southern Shakopee AUAR Update

Task 2 – Prepare and Distribute AUAR Update

We will prepare the Draft AUAR Update. It will address each of the twenty-two items on the EAW list in a format that outlines any changes to the development scenario or mitigation strategies from five years ago. The areas that will require additional analysis include:

- **Climate Analysis** – In December 2022, the EQB formally adopted an updated EAW form which requires climate change be addressed in environmental review. The updated form includes two new questions related to climate adaptation and resilience, as well as greenhouse gas emissions analysis (discussed below). In addition to these new questions, the existing water resources, cover types, land use, and fish and wildlife questions all require additional information related to climate. Since this information was not included in the original 2022 AUAR due to the timing of the Final AUAR adoption, Stantec will complete this analysis for the 2026 AUAR Update.
- **GHG Emissions Analysis** – Stantec has conducted several AUAR Updates since the adoption of the new December 2022 version of the EAW form. Based on this experience, Stantec has customized a methodology for conducting greenhouse gas emissions that is right-sized for an AUAR Update, as opposed to a new AUAR. The following describes this methodology:
 - The GHG emissions will be calculated according to methodologies presented in the EQB's Revised EAW Guidance. Stantec not only worked with the EQB to develop the GHG question as part of a pilot program in 2022, but we have also been customizing the GHG approach with other AUARs and AUAR Updates. Stantec's approach to GHG analysis for AUARs is to right-size the effort for a generalized development scenario or update to that scenario.
 - A carbon footprint will be calculated that includes both construction (stationary and mobile combustion and carbon dioxide removal associated with terrestrial storage) and operational (combustion stationary and mobile sources, refrigeration, off-site electricity production, and off site waste management) GHG emissions.
 - Emissions will be calculated for the baseline scenario (current conditions) and for the full build-out of proposed developments outlined in the 2022 AUAR, and other known proposed developments. Mobile source emissions will be based on the results of the original traffic impact study and subsequent update. We will work with the City to identify any GHG mitigation measures that have been or could be incorporated into project development. GHG emissions reductions from the selected mitigation will be quantified and discussed in the AUAR Update. Net lifetime GHG emissions will be presented, along with a discussion of how these predicted emissions may affect the achievement of the Minnesota Next Generation Energy Act goals and any local GHG emission reduction goals.
- **Traffic Update** – Since Stantec conducted a Traffic Impact Study with the original AUAR and the assumptions have likely not changed, we propose to do a succinct review of the previous work compared to any development and roadway improvements that have occurred in the last five years. We will also make any necessary adjustments to the mitigation strategies.

Reference: Southern Shakopee AUAR Update

- **Fish, Wildlife, Plant Communities and Sensitive Ecological Resources** – Stantec will request a Natural Heritage Information System (NHIS) review from the Department of Natural Resources (DNR) as part of the AUAR Update. The DNR's response letter will be summarized in the AUAR Update and included in the appendices.
- **Historic Resources** –The AUAR Update will summarize the prior cultural resources investigations and include a desktop review of the current SHPO and OSA databases. The City of Shakopee agrees that no Phase 1 Archeological Survey will be conducted with this update.
- **Noise** – Stantec is assuming that a qualitative noise analysis will be conducted as part of the AUAR Update. Due to limited amount of new development in the AUAR area, it is not anticipated that quantitative noise modeling analysis will be required.

The Shakopee City Council will then act to distribute the Draft AUAR Update and Mitigation Plan with a 10-day objection period for agencies and the public. We will reach out proactively to reviewers if beneficial during this period to answer questions, address concerns, and strive to avoid negative comments.

Task 3 – Approval Process

We will prepare a response to comments document at the end of the comment period that can then be added as an appendix to the Update document. If it would be beneficial, we can be available to attend a City Council meeting to adopt the AUAR Update.

Schedule

Stantec staff will begin work upon receiving a signed acceptance agreement. At that time, we will schedule an initial virtual kick-off meeting with the City of Shakopee. Information gathering and analysis will also begin immediately upon notice to proceed. Stantec anticipates providing a draft Update document to the City of Shakopee for review within 60-90 days of the notice to proceed on the project (dependent on the availability of data to draft the AUAR Update). This schedule is tentative and will be discussed with the City to ensure project needs are met. The entire process from the initial project kick-off meeting with the City to a final determination is expected to take four to five months.

Cost Estimate

Stantec proposes to perform the Scope of Work for the following cost estimate, summarized in Table 1.

Table 1. Cost Estimate

Task No.	Task Name	Cost
1	Project Management and Initiation	\$4,869
2	Prepare and Distribute AUAR Update	\$26,520
3	Approval Process	\$3,429

Reference: Southern Shakopee AUAR Update

Total	\$34,818
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This is a good faith proposal based on the project and tasks as described and will be complete under our time and materials rates. Additional work that may be out of scope will be discussed with the City of Shakopee and approved prior to commencing. With the proper approval to proceed, out of scope work will be billed at our time and materials rate. Stantec will only use the hours and budget necessary to complete the AUAR Update.

Thank you for this opportunity to continue supporting your work. If you have questions or need additional information regarding the information provided in this proposal, please do not hesitate to contact me at (612)712-2039 or via email at beth.elliott@stantec.com.

Regards,

Stantec Consulting Services Inc.



Beth Elliott AICP
Principal, Project Manager
Phone: 612) 712-2039
Beth.elliott@stantec.com



Shakopee City Council May 5, 2026

8.a

Agenda Item: Gravel Pit TIF 22
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:

APPROVE RESOLUTION R2026-074 RESCINDING RESOLUTION NO. R2024-17 AND APPROVING TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING (SOIL DEFICIENCY) DISTRICT NO. 22 AND A MODIFIED REDEVELOPMENT PLAN FOR THE MINNESOTA RIVER VALLEY HOUSING AND REDEVELOPMENT PROJECT NO. 1

Motion Type:

Simple Majority

Background:

The City of Shakopee and its Economic Development Authority (EDA) have continued to advance redevelopment planning efforts for the former gravel pit site within the Minnesota River Valley Housing and Redevelopment Project Area. This site represents one of the City's most significant long-term redevelopment opportunities but is constrained by challenging soil conditions, prior extraction activities, and associated infrastructure limitations. The plan includes commercial space, residential including townhomes, row houses, single family and multifamily. The plan also includes a major community amenity of a 20 plus acre park that includes a lake with surrounding amenities.

In November 2024, the City Council and EDA approved a Tax Increment Financing (TIF) Plan and Redevelopment Plan for the area. Since that time, additional due diligence, updated cost assumptions, and refinement of the development strategy have resulted in modifications to both plans. Accordingly, the City is being asked to rescind the prior approval and adopt updated versions of the TIF Plan and Modified Redevelopment Plan.

The project already has an approved PUD and Preliminary Plat. Three different developers have worked on the project but decided the risks were too large to move forward. The current developer developed the Mystic Lake Amphitheater and sees the site as high risk but a great location that will offer a substantial amenity to the community.

The EDA has reviewed the updated documents and is recommending approval by the

City Council.

The project area includes land characterized by significant soil deficiencies, including peat soils, areas requiring substantial fill, and land impacted by historic extraction activities. These conditions materially limit the feasibility of private redevelopment without public participation.

The proposed TIF District No. 22 is structured as a Soil Deficiency District under special legislation adopted by the State of Minnesota. This designation provides the City with a financing mechanism to address extraordinary site costs necessary to make the property developable and competitive for private investment.

Required notifications were provided to Scott County and Independent School District No. 720 in advance of the hearing.

Pursuant to Minnesota Statutes (Sections 469.174–469.1794) and applicable special legislation, the City is authorized to establish a soil deficiency TIF district to assist with extraordinary site preparation and infrastructure costs that would otherwise prevent development.

Site Conditions and Need for TIF

The gravel pit area contains significant development constraints, including:

- Peat and poor soil conditions requiring substantial correction
- Areas requiring fill to support structural development
- Former extraction areas and irregular terrain
- Potential environmental and geotechnical challenges

These conditions significantly increase development costs and create barriers to private investment. The City finds that, without public assistance, redevelopment would not reasonably occur within the foreseeable future .

Purpose of the TIF District

The proposed Soil Deficiency TIF District No. 22 is intended to:

- Offset extraordinary soil correction and site preparation costs
- Support installation of necessary public infrastructure
- Facilitate redevelopment of underutilized land
- Enable private investment that would not otherwise occur

Under the TIF Plan, increment revenues may be used specifically for:

- Soil correction and grading
- Infrastructure improvements directly related to site deficiencies
- Land acquisition related to redevelopment activities
- Administrative costs associated with the district

The proposed redevelopment:

- Aligns with the City's Comprehensive Plan
- Supports long-term economic development goals
- Encourages productive use of currently underutilized land
- Expands the City's tax base through new commercial and residential development
- The redevelopment plan is intended to create a cohesive development pattern and maximize the long-term value of the site.

The establishment of the TIF district serves a clear public purpose by:

- Addressing blight and underutilization
- Facilitating redevelopment of land that would otherwise remain undeveloped
- Supporting job creation and economic activity
- Increasing the City's long-term tax base

The City finds that any private benefit derived from the TIF assistance is incidental and that the public benefits outweigh the costs of providing assistance.

The TIF District will capture a portion of the increased property tax revenue generated by new development within the district. These increments will be used to reimburse eligible project costs associated with soil correction and infrastructure improvements.

The use of TIF does not increase taxes but reallocates future tax increments generated by the development to support project costs.

Without the use of TIF, the increased costs associated with site deficiencies would likely prevent redevelopment from occurring.

Recommendation:

Open Public Hearing, Close Public Hearing, Adopt Resolution R2026-074 Rescinding Resolution No. R2024-17

Budget Impact:

Project is funded by a pay as you go note with the developer.

Attachments:

[Shakopee Gravel Pit TIF District - City TIF Plan Approval Resolution \(2026\).pdf](#)
[TIF Plan - Council 4.27.2026.pdf](#)

[23483 Gravel Pit Presentation Boards 2024-10-29_Page_7.tif](#)

[23483 Gravel Pit Presentation Boards 2024-10-29_Page_1.tif](#)

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[23483 Gravel Pit Presentation Boards 2024-10-29_Page_5.tif](#)

CITY OF SHAKOPEE

RESOLUTION NO.R2026-074

RESOLUTION RESCINDING RESOLUTION NO. R2024-17 AND APPROVING
TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING
(SOIL DEFICIENCY) DISTRICT NO. 22 AND A MODIFIED
REDEVELOPMENT PLAN FOR THE MINNESOTA RIVER VALLEY
HOUSING AND REDEVELOPMENT PROJECT NO. 1

WHEREAS, the Economic Development Authority for the City of Shakopee, Minnesota (the “Authority”) was created pursuant to Minnesota Statutes, Sections 469.090 through 469.1082, as amended, and was authorized to transact business and exercise its powers by a resolution of the City Council of the City of Shakopee, Minnesota (the “City”); and

WHEREAS, the City has previously established and the Authority administers the Minnesota River Valley Housing and Redevelopment Project No. 1 (the “Project”) located within the City, pursuant to Minnesota Statutes, Sections 469.001 through 469.047, as amended (the “HRA Act”), and has caused to be created a Redevelopment Plan (the “Redevelopment Plan”) therefor; and

WHEREAS, the Authority and the City have determined to modify the Redevelopment Plan (the “Modified Redevelopment Plan”) for the Project and approve a new tax increment financing plan (the “TIF Plan”) for Tax Increment Financing (Soil Deficiency) District No. 22 (the “TIF District”), a soil deficiency district, pursuant to Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”), and Laws of Minnesota 2023, Chapter 64, Article 8, Section 13 (the “Special Law”); and

WHEREAS, at the regular meeting of the City Council (the “Council”) held on November 19, 2024, the Council held a public hearing and adopted Resolution No. R2024-147 entitled “A Resolution of the City of Shakopee Approving Tax Increment Financing Plan for Tax Increment Financing (Soil Deficiency) District No. 22 and a Modified Redevelopment Plan for the Minnesota River Valley Housing and Redevelopment Project No. 1 (the “2024 Resolution”), in which the City approved the TIF Plan and the TIF District; and

WHEREAS, the City proposes to rescind the 2024 Resolution and newly consider approval of the Modified Redevelopment Plan, the TIF Plan and the TIF district, as described in amended plan documents presented to the Council on this date; and

WHEREAS, pursuant to Section 469.175, subdivision 2 of the TIF Act, the proposed TIF Plan and the estimates of the fiscal and economic implications of the TIF Plan were presented to the Clerk of the Board of Education of Independent School District No. 720 and to the County Auditor of Scott County, Minnesota at least thirty (30) days before the date of the public hearing regarding the TIF Plan; and

WHEREAS, on the date hereof, the Board of Commissioners of the Authority approved the Modified Redevelopment Plan and TIF Plan and referred them to the Council for public hearing and consideration; and

WHEREAS, this Council has reviewed the contents of the Modified Redevelopment Plan and the TIF Plan and on this date conducted a duly noticed public hearing thereon, at which the views of all interested parties were heard;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shakopee that:

Section 1. Resolution No. R2024-147 Rescinded. The City Council hereby rescinds Resolution No. R2024-147.

Section 2. Findings with Respect to the Special Law. The City finds that parcels consisting of at least seventy percent (70%) of the acreage of the parcels identified by numbers 279160102, 279160110, 279170020, and 279160120 (collectively, the “Special Law Project Area”), excluding street and railroad rights-of-way, are characterized by one or more of the following conditions: (a) peat or other soils with geotechnical deficiencies that impair development of residential or commercial buildings or infrastructure; (b) soils or terrain that requires substantial filling in order to permit the development of residential or commercial buildings or infrastructure; (c) landfills, dumps, or similar deposits of municipal or private waste; (d) quarries or similar resource extraction sites; (e) floodways; and (f) substandard buildings within the meaning of Section 469.174, subdivision 10 of the TIF Act.

Section 3. Findings; Project.

3.01. It is hereby found and determined that within the Project there exist conditions of economic obsolescence, underutilization, and inappropriate uses of land constituting blight within the meaning of the HRA Act. The findings stated in the Modified Redevelopment Plan are incorporated herein by reference.

3.02. It is further specifically found and determined that:

(a) the land within the Project would not be made available for redevelopment without the public intervention and financial assistance described in the Modified Redevelopment Plan;

(b) the Modified Redevelopment Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Project by private enterprise; and

(c) the Modified Redevelopment Plan conforms to the general plan for development of the City as set forth in the comprehensive municipal plan

(d) the Modified Redevelopment Plan is intended and, in the judgment of the Authority, its effect will be, to promote the public purposes and accomplish the objectives specified in the Modified Redevelopment Plan for the Project Area; and

(e) the Project Area constitutes a "redevelopment project" within the meaning of Minnesota Statutes, Sections 469.002, Subd. 14 and Section 469.028, Subd. 4.

Section 4. Findings; TIF District.

4.01. It is found and determined that it is necessary and desirable for the sound and orderly redevelopment of the Project, and for the protection and preservation of the public health, safety, and general welfare, that the authority of the TIF Act be exercised by the City to provide financial assistance to the TIF District and the Project.

4.02. It is further found and determined, and it is the reasoned opinion of the City, that the redevelopment proposed in the TIF Plan could not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value expected to result from the proposed redevelopment after subtracting the present value of the projected tax increments for the maximum duration of the district permitted by the TIF Plan. The reasons for such determination are set forth in Section I of the TIF Plan.

4.03. The proposed public improvements to be financed in part through tax increment financing are necessary to permit the City to realize the full potential of the TIF District and the Project in terms of removal or remediation action for hazardous substances, pollution, or contaminants, redevelopment intensity, and tax base.

4.04. The TIF Plan conforms to the general plan for development or redevelopment of the City as a whole. The reasons supporting this finding are set forth in Section I of the TIF Plan.

4.05. The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the TIF District and the Project by private enterprise. The reasons supporting this finding are set forth in Section I of the TIF Plan.

4.06. The TIF District is a soil deficiency district under the Special Law, the specific basis for such determination is set forth in Section D of the TIF Plan.

4.07. Except as otherwise provided in the Special Law, increments collected from the TIF District may be used only to (a) acquire parcels on which the improvements described in item (b) will occur; (b) pay for the cost of correcting the unusual terrain or soil deficiencies and the additional cost of installing public improvements directly caused by the deficiencies; and (c) pay for the administrative expenses of the Authority allocable to the TIF District.

4.08. Reasons and facts supporting all the above findings are set forth in the TIF Plan and are incorporated herein by reference. The Council has also relied upon reports and

recommendations of its staff and consultants, as well as the personal knowledge of members of the Council, in reaching its conclusions regarding the TIF Plan.

Section 5. Public Purpose. The adoption of the Modified Redevelopment Plan and the TIF Plan conforms in all respects to the requirements of the TIF Act and the Special Law. The modified Redevelopment Plan and the TIF Plan will help facilitate redevelopment that will create new commercial uses and improve the tax base. The City expressly finds that any private benefit to be received by the Redeveloper is incidental, as the tax increment assistance is provided solely to make the redevelopment financially feasible and thus produce the public benefits described. Therefore, the City finds that the public benefits of the modified Redevelopment Plan and the TIF Plan exceed any private benefits.

Section 6. Approvals. The Modified Redevelopment Plan and the TIF Plan for the TIF District are hereby approved and adopted in substantially the forms on file at City Hall.

Section 7. Certification. The Auditor of Scott County is requested to certify the original net tax capacity of the TIF District as described in TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the City Administrator is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

Section 8. Filing. The City Administrator is further authorized and directed to file a copy of the Redevelopment Plan and TIF Plan for the TIF District with the Commissioner of Revenue and the Office of the State Auditor.

Approved by the City Council of the City of Shakopee this 5th day of May, 2026.

Mayor

ATTEST:

City Clerk

Public Hearing Date: May 5, 2026

City of Shakopee and Economic Development Authority for the City of Shakopee, Scott County, Minnesota

MODIFICATION TO THE REDEVELOPMENT PLAN Minnesota Valley Housing and Redevelopment Project No. 1 & Tax Increment Financing (TIF) Plan Establishment of Tax Increment Financing District No. 22 (a soils district)

Prepared with the assistance of:

Ehlers
3001 Broadway Street NE, Suite 320
Minneapolis, MN 55413

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I - BACKGROUND

Section A Introduction

The City created the Minnesota River Valley Housing and Redevelopment Project No. 1 on January 2, 1979 (originally designated as Valley Industrial Park Redevelopment Project No. 1) and transferred that project to the Economic Development Authority for the City of Shakopee (the "Authority") upon creation of the Authority in 1995.

The Authority and City have now determined a need to create Tax Increment Financing District No. 22, a soil deficiency district, within the Project.

Section B Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"Authority" means the Shakopee Economic Development Authority for the City of Shakopee.

"City" means the City of Shakopee, Minnesota; also referred to as a "Municipality".

"City Council" means the City Council of the City; also referred to as the "Governing Body".

"County" means Scott County, Minnesota.

"Project" means the Gravel Pit Development Project to be located within the TIF District.

"Project Area" means the Minnesota River Valley Housing & Redevelopment Project No. 1.

"Project Plan" means the Redevelopment Plan for Minnesota Valley Housing & Redevelopment Project No. 1

"School District" means Independent School District No. 720, Minnesota.

"Special Legislation" means Laws of Minnesota, 2023, Chapter 64, Article 8, Section 13

"Special Legislation Project Area" means the following parcels, identified by parcel identification numbers: 279160102, 279160110, 279170020 and 279160120.

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, sections 469.174 through 469.1794, inclusive, as amended.

"TIF District" means Tax Increment Financing (Soils/Deficiency) District No. 22.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

II – MODIFICATION TO REDEVELOPMENT PLAN FOR MINNESOTA RIVER VALLEY HOUSING AND REDEVELOPMENT PROJECT NO. 1

The City and the Authority intend, through this document, to modify the Project Plan for the Project. Area Section 1.6 (regarding parcels to be acquired within the Project), Section 1.7 (regarding estimated public improvement costs within the Project Area) and Section 1.8 (regarding public improvements and facilities within the Project Area) of the existing Project Plan are deemed modified to incorporate the terms of the TIF Plan following in Section III of this document. The boundaries are coterminous with the City and general objectives of the Project Area remain unchanged.

Section A Statutory Authorization

The Authority and the City are authorized pursuant to the Special Legislation to establish TIF District No. 22 and this TIF Plan pursuant to the Act and the TIF Act.

Section B Statement of Need and Public Purpose

The Authority has determined that conditions exist within the Project Area which have prevented further development of land by private enterprise. It has been found that the Project Area is potentially more useful and valuable for contributing to public health, safety and welfare than has been realized under existing development.

The development of this parcel is not attainable in the foreseeable future without the intervention of the Authority in the private development process. The Authority has prepared the Project Plan, which provides for the elimination of these conditions, thereby making the land useful and valuable for contributing to the public health, safety and welfare.

Section C Statement of Objectives

The objectives outlined in Section 1.4 of the Project Plan, as amended, are incorporated herein by reference.

Section D Designation of Tax Increment Financing District as a Soil Deficiency District

Pursuant to the Laws of Minnesota 2023, Chapter 64, Article 8, Section 13 (the “Special Legislation”) passed for the City, a “soil deficiency district” means a type of tax increment financing district consisting of a portion of the project area in which the City finds by resolution that the following conditions exist:

- (1) unusual terrain or soil deficiencies that occurred over 70 percent of the acreage in the district require substantial filling, grading, or other physical preparation for use; and
- (2) the estimated cost of the physical preparation under clause (1), excluding costs directly related to roads as defined in Minnesota Statutes, section 160.01, and local improvements as described in Minnesota Statutes, sections 429.021, subdivision 1, clauses (1) to (7) and (11) to (22), and 430.01, exceeds the fair market value of the land before completion of the preparation.

In meeting the statutory criteria, the City relies on the following facts and findings:

- The property operates as a gravel mine where the potential for environmental effects exists, but appropriate mitigation measures can be incorporated to mitigate these effects.
- Findings of Fact and Conclusions and Record of Decision: Shakopee Gravel Redevelopment by WBS. Dated June 4, 2024.
- Shakopee Gravel Redevelopment EAW ending May 23, 2024.
- The District is a soils condition district consisting of three parcels.
- The estimated market value of the property in the District is \$5,890,200, and the clean-up and site preparation costs for the properties in the District exceeds the fair market value of the land before completion of the preparation.

The Special Legislation applies to the Special Legislation Project Area which consists of the following parcels, identified by parcel identification numbers: 279-160-102, 279-160-110, 279-170-020, and 279-160-120. The properties proposed to be included within the TIF District are identified by parcel identification number: 279-160-102, 279-160-110 and 279-170-020.

Laws of Minnesota 2023, Chapter 64, Article 8, Section 13:

Subdivision 1.

Definitions.

- (a) For purposes of this section, the following terms have the meanings given.
- (b) "City" means the city of Shakopee.
- (c) "Project area" means the following parcels, identified by parcel identification numbers: 279160102, 279160110, 279170020, and 279160120.
- (d) "Soil deficiency district" means a type of tax increment financing district consisting of a portion of the project area in which the city finds by resolution that the following conditions exist:
 - (1) unusual terrain or soil deficiencies that occurred over 70 percent of the acreage in the district require substantial filling, grading, or other physical preparation for use; and
 - (2) the estimated cost of the physical preparation under clause (1), excluding costs directly related to roads as defined in Minnesota Statutes, section 160.01, and local improvements as described in Minnesota Statutes, sections 429.021, subdivision 1, clauses (1) to (7) and (11) to (22), and 430.01, exceeds the fair market value of the land before completion of the preparation.

Subd. 2.

Special rules.

- (a) If the city elects, upon the adoption of the tax increment financing plan for a district, the rules under this section apply to a redevelopment district, renewal and renovation district, soil condition district, or soil deficiency district established by the city or a development authority of the city in the project area. The city, or a development authority acting on its behalf, may establish one or more soil deficiency districts within the project area.

- (b) Prior to or upon the adoption of the first tax increment plan subject to the special rules under this subdivision, the city must find by resolution that parcels consisting of at least 70 percent of the acreage of the Special Legislation Project Area, excluding street and railroad rights-of-way, are characterized by one or more of the following conditions:
 - (1) peat or other soils with geotechnical deficiencies that impair development of residential or commercial buildings or infrastructure;
 - (2) soils or terrain that requires substantial filling in order to permit the development of residential or commercial buildings or infrastructure;
 - (3) landfills, dumps, or similar deposits of municipal or private waste;
 - (4) quarries or similar resource extraction sites;
 - (5) floodways; and
 - (6) substandard buildings, within the meaning of Minnesota Statutes, section 469.174, subdivision 10.
- (c) For the purposes of clauses (1) to (5) above, a parcel is characterized by the relevant condition if at least 60 percent of the area of the parcel contains the relevant condition. For the purposes of (6) above, a parcel is characterized by substandard buildings if substandard buildings occupy at least 30 percent of the area of the parcel.
- (d) The five-year rule under Minnesota Statutes, section 469.1763, subdivision 3, is extended to ten years for any district, and the period under Minnesota Statutes, section 469.1763, subdivision 4, is extended to 11 years.
- (e) Notwithstanding any provision to the contrary in Minnesota Statutes, section 469.1763, subdivision 2, paragraph (a), not more than 80 percent of the total revenue derived from tax increments paid by properties in any district, measured over the life of the district, may be expended on activities outside the district but within the project area.
- (f) For a soil deficiency district:
 - (1) increments may be collected through 20 years after the receipt by the authority of the first increment from the district; and
 - (2) except as otherwise provided in this subdivision, increments may be used only to:
 - (i) acquire parcels on which the improvements described in item (ii) will occur;
 - (ii) pay for the cost of correcting the unusual terrain or soil deficiencies and the additional cost of installing public improvements directly caused by the deficiencies; and
 - (iii) pay for the administrative expenses of the authority allocable to the district.
- (g) The authority to approve tax increment financing plans to establish tax increment financing districts under this section expires December 31, 2026.

EFFECTIVE DATE.

This section is effective the day after the governing body of the city of Shakopee and its chief clerical officer comply with the requirements of Minnesota Statutes, section 645.021, subdivisions 2 and 3.

Section E Duration of the TIF District

Soil deficiency districts may remain in existence 20 years from the date of receipt by the City of the first tax increment.

The Authority reserves the right to allow the TIF District to remain in existence for the maximum duration allowed by law (projected to be through the year 2051). Modifications of this plan (see Section Y) shall not extend these limitations. All tax increments from taxes payable in the year the TIF District is decertified shall be paid to the Authority. Pursuant to MN Statutes, Section 469.175, Subdivision 1(b) the Authority elects to delay receipt of first increment until 2031.

Section F Property to be Included in the TIF District

The TIF District comprises property identified by the parcel numbers listed below and includes adjacent streets and rights-of-way located within the Special Legislation Project Area. A map showing the location of the TIF District is shown in Exhibit I. The boundaries and area encompassed by the TIF District are described below:

Parcel number	Legal Description	Owner
279-160-102	Section 16 Township 115 Range 022 N1/2 NW1/4 & SW1/4 NW1/4 LYING NORTHEASTERLY OF THE NORTHEASTERLY ROW LINE OF THE ABANDONED ROW OF THE RR, THE CENTERLINE OF SAID ROW SHOWN BY SURVEY RECORDED AS DOC #178639 EX P/O N1/2 NW1/4 & P/O SW1/4 NW1/4 DESCRIBED AS FOLLOWS: COM AT A POINT IN THE WEST LINE OF SECTION 16, DISTANT 955.0 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 545.0 FEET; THENCE EAST AT RIGHT ANGLES A DISTANCE OF 400.00 FEET; THENCE NORTH AT RIGHT ANGLES A DISTANCE OF 545.00 FEET; THENCE WEST AT RIGHT ANGLES A DISTANCE OF 400.00 FEET TO POB. SW1/4 NW1/4 COM 29.39' N OF SW COR, N 70.10' TO NE ROW OF VACATED RR, S 31-29-53 E 88.29', NW TO POB	Shakopee Gravel
279-160-110	Section 16 Township 115 Range 022 P/O N1/2 NW1/4 & SW1/4 NW1/4 COM 955' S OF NW COR, S 545', E 400', N 545', W 400' TO POB.	Shakopee Gravel
279-170-020	Section 17 Township 115 Range 022 13.50A LYING N OF RR IN SE1/4 NE1/4	Shakopee Gravel

Section G Property to be Acquired in the TIF District

The Authority may acquire and sell any or all of the property located within the TIF District; however, the Authority does not anticipate acquiring any such property.

Section H Specific Development Expected to Occur Within the TIF District

The development will include a mix of single family and multi-family housing options along with commercial development.

Construction of improvements is expected to start in 2028 and continue through 2031 with the project expected to be fully constructed by December 31, 2031, and be 100% assessed and on the tax rolls as of January 2, 2032 for taxes payable 2033.

Section I Findings and Need for Tax Increment Financing

In establishing the TIF District, the City makes the following findings:

1. The TIF District qualifies as a soils deficiency district; See Section D of this document for the reasons and facts supporting this finding.
2. The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future, and the increased market value of the site that could reasonably be expected to occur without the use of tax increment would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan.

Factual basis:

Proposed development not expected to occur:

The City's finding that the proposed development would be unlikely to occur solely through private investment within the reasonably foreseeable future is based on an analysis of the proforma and other materials submitted by the developer.

No higher market value expected:

If the proposed development did not go forward, for the same reasons described above, no significant alternative development of the proposed TIF District area would occur. It is highly unlikely that the improvements would be made on the property site without tax increment financing. In short, there is no basis for expectation that the area would redevelop or be renovated in any significant way purely by private action without public subsidy.

To summarize the basis of the City's findings regarding alternative market value, in accordance with Minnesota Statutes Section 469.175, Subdivision 3(d), the Authority makes the following determinations:

The City's estimate of the amount by which the market value of the site will increase without the use of tax increment financing is anywhere from \$0 to some modest amount based on small scale renovation or development that could be possible without assistance; any estimated values would be too speculative to ascertain.

If the proposed development to be assisted with tax increment occurs in the TIF District, the total increase in market value would be approximately \$613,480,589, including the value of the building (See Exhibit V).

The present value of tax increments from the TIF District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$55,338,421 (See Exhibit V).

Even if some development other than the proposed development were to occur, the City finds that no alternative would occur that would produce a market value increase greater than \$558,142,168 (the amount in clause b less the amount in clause c) without tax increment assistance.

3. The TIF Plan conforms to the general plan for development or redevelopment of the City as a whole; and
The reasons and facts supporting this finding are that the TIF District is properly zoned and will generally compliment and serve to implement policies adopted in the City's comprehensive plan.
4. The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the Project Area by private enterprise.

The reasons and facts supporting this finding are that remedial actions are necessary so that development and redevelopment by private enterprises can occur within the Project Area.

Section J Estimated Public Costs

The estimated public costs of the TIF District are listed below. Such costs are eligible for reimbursement from tax increments of the TIF District.

ESTIMATED PUBLIC COSTS	
Land/Building Acquisition	\$ -
Site Improvements/Preparation	99,082,340
Affordable Housing	-
Utilities	-
Other Qualifying Improvements	-
Administrative Costs (up to 10%)	11,009,148
PROJECT COSTS TOTAL	\$ 110,091,488
Interest	-
PROJECT AND INTEREST COSTS TOTAL	\$ 110,091,488

The Authority anticipates using tax increment to the extent available to pay the (i) cost of parcels on which the items in (ii) will occur; (ii) the cost of correcting the unusual terrain or soil deficiencies, the additional cost of installing public improvements directly caused by the deficiencies; and (iii) the administrative costs of the Authority allowable to the district (the "Allowable Costs").

The City reserves the right to administratively adjust the amount of any of the Allowable Costs without a modification to the TIF Plan, as long as the overall TIF Plan budget (\$110,091,488) is not increased. The Authority also reserves the right to fund any of the Allowable Costs with any other legally available revenues but anticipates that such costs will be primarily financed with tax increments.

Section K Estimated Sources of Revenue

SOURCES OF REVENUE	
Tax Increment	\$ 110,091,488
Interest	-
TOTAL	\$ 110,091,488

The Authority anticipates capturing the tax increments from the project for financing of the Allowable Costs and reimbursing the developer for a portion of those costs. As tax increments are collected from the TIF District in future years, a portion of these increments will be used by the Authority to reimburse the developer for Allowable Costs incurred (see Section J). The Authority also anticipates retaining any remaining increment to finance eligible administrative costs.

The Authority reserves the right to finance any or all public costs of the TIF District using pay-as-you-go assistance, internal funding, general obligation or revenue debt, or any other financing mechanism authorized by law. The Authority also reserves the right to use other sources of revenue legally applicable to the Special Legislation Project Area to pay Allowable Costs [including, but not limited to, special assessments, utility revenues, federal or state funds, and investment income.]

Section L Estimated Amount of Bonded Indebtedness

The maximum principal amount of bonds (as defined in the TIF Act) secured in whole or part with tax increment from the TIF District is \$110,091,488. The Authority currently plans to finance the Allowable Costs through either a pay-as-you-go note or Authority financing and reserves the right to issue bonds in any form, including without limitation any interfund loan with interest not to exceed the maximum permitted under Section 469.178, Subdivision 7 of the TIF Act.

Section M Original Net Tax Capacity

The County Auditor shall certify the original net tax capacity of the TIF District. This value will be equal to the total net tax capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The estimated taxable value of all property within the TIF District as of January 2, 2025, for taxes payable in 2026, is \$5,890,20. Upon establishment of the TIF District and classification of the property as commercial-industrial and residential rental apartment, the estimated original net tax capacity of the TIF District is estimated to be \$80,529.

Each year the County Auditor shall certify the amount that the original net tax capacity has increased or decreased as a result of:

- (1) changes in the tax-exempt status of property;
- (2) reductions or enlargements of the geographic area of the TIF District;
- (3) changes due to stipulation agreements or abatements; or

(4) changes in property classification rates.

Section N Original Local Tax Capacity Rate

The County Auditor shall also certify the original local tax rate of the TIF District. This rate shall be the sum of all local tax rates that apply to property in the TIF District. This rate shall be for the same taxes payable year as the original net tax capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the original local tax rate of the TIF District.

It is anticipated that the request for certification of the TIF District will occur after June 30, 2026, and the local tax rates for taxes levied in 2026 and payable in 2027 will apply, for which the County Auditor shall certify as the original tax capacity rate of the TIF District. The payable 2026 and 2027 tax rates were not available at the time of preparation of this Plan for the fiscal impact notice, so for purposes of estimating the tax increment generated by the TIF District, the sum of the preliminary local tax rates for taxes levied in 2025 and payable in 2026 is 84.490% as shown below.

Entity	Preliminary 2025/2026 Extension Rate
City of Shakopee	28.6620%
Scott County	28.4580%
ISD No. 720	22.2660%
Other	5.1030%
Total:	84.4890%

Section O Projected Retained Captured Net Tax Capacity and Projected Tax Increment

The Authority anticipates that 100% of the development will be completed by December 31, 2031, creating a total tax capacity for the TIF District of \$522,982,750 as of January 2, 2032. The captured tax capacity as of the first full year of increment is projected to be \$6,917,311, and the first full receipt of increment is projected to be \$5,844,405 in taxes payable 2033. Even though full increment isn't until pay year 2033 increment will start in pay year 2030 and gradually increase as more of the project is developed. A complete schedule of estimated tax increment from the TIF District is shown in Exhibit III.

Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District. The estimates shown in this TIF Plan assume that tax capacities and tax increments are calculated using class rates for commercial-industrial properties of 1.5% of the first \$150,000 of taxable value and 2% for taxable value above \$150,000, residential homestead of 1.0% of the first \$500,000 and 1.25% over \$500,000 and residential rental apartment of 1.25%. Future tax increment revenue estimates include 1% annual increases in market values. Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District.

For communities affected by the fiscal disparity provisions of Minnesota Statutes, Chapter 473F and Chapter 276A, the original net tax capacity of the TIF District shall be determined before the application of fiscal disparity. In subsequent years, the current net tax capacity shall either (a) be determined before the application of fiscal disparity or (b) exclude the product of any fiscal disparity increase in the TIF District (since the original net tax capacity was certified) times the appropriate fiscal disparity ratio. The method the Authority elects shall remain the same for the life of the TIF District, except that a single change may be made at any time from method (a) to method (b) above. The Authority elects method (b), or M.S. Section 469.177, Subdivision 3(b).

The County Auditor shall certify to the City the amount of captured net tax capacity each year. The Authority may choose to retain any or all of this amount. It is the Authority's intention to retain 100% of the captured net tax capacity of the TIF District. Such amount shall be known as the retained captured net tax capacity of the TIF District.

Exhibit II gives a listing of the various information and assumptions used in preparing a number of the exhibits contained in this TIF Plan, including Exhibit III which shows the projected tax increment generated over the anticipated life of the TIF District.

Section P Use of Tax Increment

Each year the County Treasurer shall deduct 0.36% of the annual tax increment generated by the TIF District and pay such amount to the State's General Fund. Such amounts will be appropriated to the State Auditor for the cost of financial reporting and auditing of tax increment financing information throughout the State. Exhibit III shows the projected deduction for this purpose over the anticipated life of the TIF District.

The Authority has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

- (1) pay for the estimated public costs of the TIF District (see Section K) and County administrative costs associated with the TIF District (see Section T);
- (2) pay principal and interest on tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (3) accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (4) return excess tax increments to the County Auditor for redistribution to the Authority, County and School District.

Tax increments shall not be used to circumvent levy limitations applicable to the Authority.

Tax increment shall not be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or federal government, or for a commons area used as a public park, or a facility used for social, recreational, or conference purposes. This prohibition does not apply to the construction or renovation of a parking structure or of a privately-owned facility for conference purposes.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes

sale of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

Section Q Excess Tax Increment

In any year in which the tax increments from the TIF District exceed the amount necessary to pay the estimated public costs authorized by the TIF Plan, the Authority shall use the excess tax increments to:

- (1) prepay any outstanding tax increment bonds;
- (2) discharge the pledge of tax increments thereof;
- (3) pay amounts into an escrow account dedicated to the payment of the tax increment bonds; or
- (4) return excess tax increments to the County Auditor for redistribution to the City, County and School District. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution.

Section R Tax Increment Pooling and the Ten-Year Rule

At least 20% of the tax increments from the TIF District must be expended on activities within the district or pay for bonds used to finance the Allowable Costs of the TIF District (see Section D for additional restrictions). The Special Legislation provides that no more than 80% of the tax increments may be spent on costs outside of the TIF District but within the boundaries of the Project Area. All administrative expenses are considered to have been spent outside of the TIF District. Tax increments are considered to have been spent within the TIF District if such amounts are:

- (1) paid to a third party for activities performed within the TIF District within ten years after certification of the district;
- (2) used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the ten-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund;
- (3) used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within ten years after certification of the district; or
- (4) used to reimburse a party for payment of eligible costs (including interest) incurred within five years from certification of the district.

Beginning with the eleventh year following certification of the TIF District, the TIF District must be decertified when tax increments are sufficient to pay obligations described above incurred within the first ten years or, if applicable, when a pay-as-you-go contract or note for expenses incurred within the first ten years

The Authority anticipates that an allowable portion of tax increments generated by the Project may be spent outside the TIF District but within the Special Legislation Project Area in accordance with Special Law (including allowable administrative expenses), and such expenditures are expressly authorized in this TIF Plan.

Section S Limitation on Administrative Expenses

Administrative expenses mean documented expenditures of an authority or municipality, including but not limited to:

- (1) amounts paid for services provided by bond counsel, fiscal consultants, and economic development consultants;
- (2) allocated expenses and staff time of the authority or municipality for administering a project, including but not limited to preparing the tax increment financing plan, negotiating and preparing agreements, accounting for segregated funds of the district, preparing and submitting required reporting for the district, and reviewing and monitoring compliance with sections 469.174 to 469.1794;
- (3) amounts paid to publish annual disclosures and provide notices under section 469.175;
- (4) amounts to provide for the usual and customary maintenance and operation of properties purchased with tax increments, including necessary reserves for repairs and the cost of any insurance;
- (5) amounts allocated or paid to prepare a development action response plan for a soils condition district or hazardous substance subdistrict; and
- (6) amounts used to pay bonds, interfund loans, or other financial obligations to the extent those obligations were used to finance costs described in clauses (1) to (5).

Administrative expenses and administrative costs do not include:

- (1) amounts paid for the purchase of land;
- (2) amounts paid for materials and services, including architectural and engineering services directly connected with the physical development of the real property in the project;
- (3) relocation benefits paid to, or services provided for, persons residing or businesses located in the project;
- (4) amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to section 469.178; or
- (5) amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clause (1) to (3).

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the County in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total tax increment expenditures authorized by the TIF Plan or (b) 10% of the total tax increments received by the TIF District. [M.S. Section 469.176, Subdivision 3]

Section T Limitation on Property Not Subject to Improvements - Four Year Rule

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District, and the original net tax capacity shall be adjusted accordingly. Qualified

improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The Authority must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District. If a parcel is excluded from the TIF District and the Authority or owner of the parcel subsequently commences any of the above activities, the Authority shall certify to the County Auditor that such activity has commenced, and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the original net tax capacity of the TIF District.

Section U Estimated Impact on Other Taxing Jurisdictions

Exhibit IV shows the estimated impact on other taxing jurisdictions if the maximum projected retained captured net tax capacity of the TIF District was hypothetically available to the other taxing jurisdictions. The Authority believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since the proposed development would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified, and the development therein becomes part of the general tax base.

The fiscal and economic implications of the proposed tax increment financing district, as pursuant to Minnesota Statutes Section 469.175, Subdivision 2, are listed below.

1. The total amount of tax increment that will be generated over the life of the TIF District is estimated to be \$110,489,251.
2. To the extent the project in the TIF District generates any public cost impacts on City-provided services such as police and fire protection, public infrastructure, and the impact of any general obligation tax increment bonds attributable to the district upon the ability to issue other debt for general fund purposes, such costs will be levied upon the taxable net tax capacity of the City, excluding that portion captured by the TIF District. The City anticipates issuing a pay-as-you-go TIF note to finance a portion of the project costs and reserves the right to use bond financing and/or internal financing, as necessary, to finance a portion of the project costs attributable to the TIF District.
3. The amount of tax increments over the life of the TIF District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is estimated to be \$29,118,303.
4. The amount of tax increments over the life of the TIF District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same is estimated to be \$37,215,813.
5. No additional information has been requested by the county or school district that would enable it to determine additional costs that will accrue to it due to the development proposed for the district.

Section V Prior Planned Improvements

The Authority shall accompany its request for certification to the County Auditor (or notice of district enlargement), with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall increase the original net tax capacity of the TIF District by the net tax capacity of each improvement for which a building permit was issued.

There have been no building permits issued in the last 18 months in conjunction with any improvements to the properties within the TIF District.

Section W Development Agreements

If within the Special Legislation Project Area containing a soils deficiency district, more than 10% of the acreage of the property to be acquired by the City is purchased with tax increment bonds proceeds (to which tax increment from the property is pledged), then prior to such acquisition, the City must enter into an agreement for the development of the property. Such agreement must provide recourse for the City should the development not be completed.

The City anticipates entering into an agreement for development but does not anticipate acquiring any property located within the TIF District.

Section X Assessment Agreements

The Authority may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be an accurate estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder or Registrar of Titles, as applicable, of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, County and School District.

The Authority may consider entering into an assessment agreement.

Section Y Modifications of the Tax Increment Financing Plan

Any reduction or enlargement in the geographic area the TIF District; a determination to capitalize interest on the debt if that determination was not part of the original TIF Plan; an increase in the portion of the captured net tax capacity to be retained by the City; an increase in the total estimated public costs; or a designation of property to be acquired by the City shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

- (1) the only modification is elimination of parcels from the TIF District; and
- (2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's original net tax capacity, or the Authority agrees that the TIF District's original net tax capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The City must notify the County Auditor of any modification that reduces or enlarges the geographic area of the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

Section Z Administration of the Tax Increment Financing Plan

Upon adoption of the TIF Plan, the City shall submit a copy of such plan to the Minnesota Department of Revenue and the Office of the State Auditor. The City shall also request that the County Auditor certify the original net tax capacity and net tax capacity rate of the TIF District. To assist the County Auditor in this process, the City shall submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The City shall also send the County or City Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District and shall request that the County or City Assessor review and certify this assessment agreement as reasonable.

The County shall distribute to the City the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the retained captured net tax capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

- (1) prior to July 1, the City shall notify the County or City Assessor of any new development that has occurred in the TIF District during the past year to ensure that the new value will be recorded in a timely manner.
- (2) if the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.
- (3) each year the County Auditor shall certify the amount of the original net tax capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:
 - (a) the value of property that changes from tax-exempt to taxable shall be added to the original net tax capacity of the TIF District. The reverse shall also apply;
 - (b) the original net tax capacity may be modified by any approved enlargement or reduction of the TIF District;
 - (c) if laws governing the classification of real property cause changes to the percentage of estimated market value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the original net tax capacity and the retained captured net tax capacity of the TIF District.

The County Auditor shall notify the City of all changes made to the original net tax capacity of the TIF District.

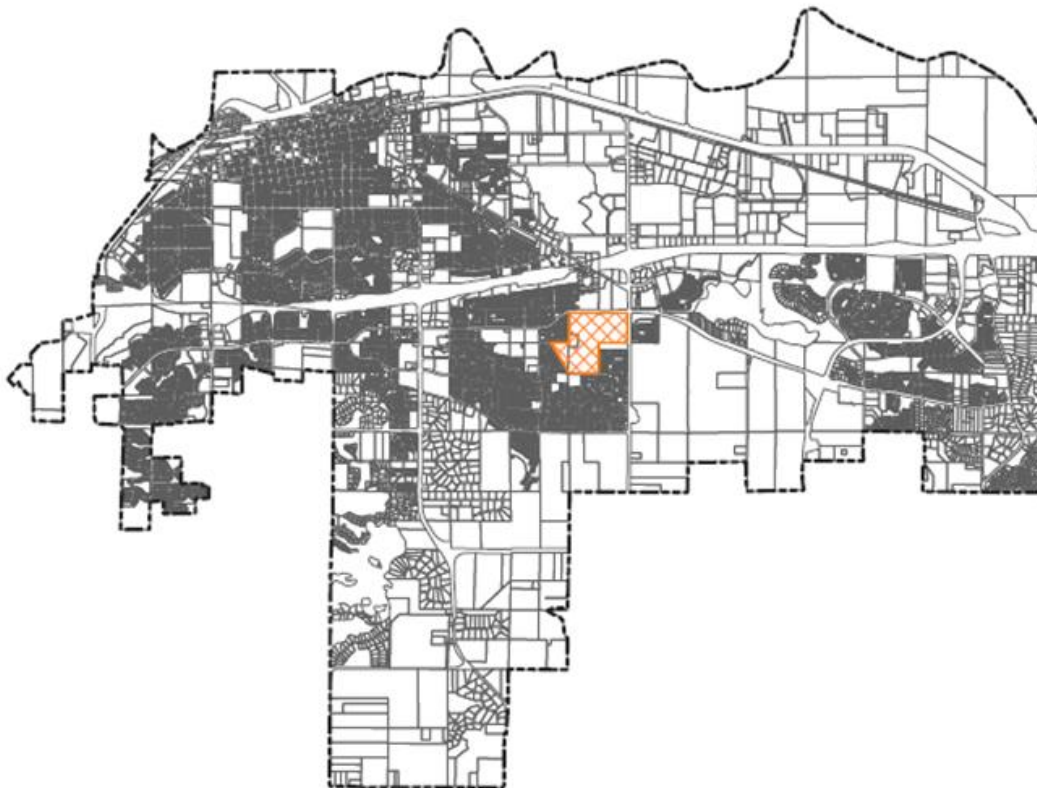
Section AA Filing TIF Plan, Financial Reporting and Disclosure Requirements

The City will file the TIF Plan, and any subsequent amendments thereto, with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes Section 469.175, Subdivision 4A. The City will comply with all reporting requirements for the TIF District under Minnesota Statutes Section 469.175, Subdivisions 5 and 6.

**Tax Increment Financing (Soil Deficiency)
District No. 22**

**Minnesota Valley Housing and Redevelopment
Project No. 1**

City of Shakopee
Scott County, Minnesota



Legend



-  Municipal Boundary
-  TIF District No. 22
-  Parcels

The boundaries of the Minnesota Valley Housing and Redevelopment Project No. 1 are coterminous with the corporate limits of the City of Shakopee.

Assumptions Report

City of Shakopee, Minnesota and Shakopee Economic Development Authority
Tax Increment Financing (Soils Deficiency) District No. 22
Gravel Pit Development
TIF Plan Exhibits based on \$512,850,000 Taxable MV all phases

Type of Tax Increment Financing District	Soils Condition
Maximum Duration of TIF District	20 years from 1st increment

Projected Certification Request Date	06/30/27
Decertification Date	12/31/51 (21 Years of Increment)

	<u>2026/2027</u>
Base Estimated Market Value	\$5,890,200

Original Net Tax Capacity	\$80,529
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	Assessment/Collection Year			
	2027/2028	2028/2029	2029/2030	2030/2031
Base Estimated Market Value	\$5,890,200	\$5,890,200	\$5,890,200	\$5,890,200
Estimated Increase in Value - New Construction	0	0	0	174,284,800
Total Estimated Market Value	5,890,200	5,890,200	5,890,200	180,175,000
Total Net Tax Capacity	\$80,529	\$80,529	\$80,529	\$2,929,750

City of Shakopee	28.862%	
Scott County	28.458%	
ISD #0720	22.266%	
Other	5.103%	
Local Tax Capacity Rate	84.490%	Proposed 2025/2026
Fiscal Disparities Contribution From TIF District	38.3947%	
Administrative Retainage Percent (maximum = 10%)	10.00%	
Pooling Percent	0.00%	

Bonds		Note (Pay-As-You-Go)	
Bonds Dated	NA	Note Dated	02/01/28
Bond Rate	NA	Note Rate	7.00%
Bond Amount	NA	Note Amount	\$47,000,000
 Present Value Date & Rate	 02/01/28	 7.00% PV Amount	 \$44,575,582

Notes

Projections assumed Preliminary 2026 NTC Rates (are waiting for Preliminary 2026 Rates)
 First Increment in 2030 final payment in 2050

Exhibit III

City of Shakopee, Minnesota and Shakopee Economic Development Authority
Tax Increment Financing (Soils Deficiency) District No. 22
Gravel Pit Development
TIF Plan Exhibits based on \$512,050,000 Taxable MV all phases

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Less: Paid Dev. 30.36% (5)	Retained Captured Net Tax Capacity (6)	Three Year Capacity Rate (7)	Annual Gross Tax Increment (8)	Less: State Aid Deduction 0.360% (9)	Subtotal Net Tax Increment (10)	Less: City Retainage 10.00% (11)	Annual Net Revenue (12)	P.V. Annual Net Rev. To 02/01/28 7.00% (13)
12/31/27	5,890,200	80,529	80,529	0	0	84.490%	0	0	0	0	0	0
12/31/28	5,890,200	80,529	80,529	0	0	84.490%	0	0	0	0	0	0
12/31/29	5,890,200	80,529	80,529	0	0	84.490%	0	0	0	0	0	0
12/31/30	5,890,200	80,529	80,529	0	0	84.490%	0	0	0	0	0	0
12/31/31	180,175,000	2,929,750	80,529	564,995	2,284,226	84.490%	1,929,933	6,948	1,922,985	192,299	1,730,686	1,320,332
12/31/32	362,151,750	5,892,080	80,529	1,146,675	4,664,876	84.490%	3,941,333	14,189	3,927,144	392,714	3,534,430	2,520,000
12/31/33	470,948,268	7,384,033	80,529	1,158,251	6,145,254	84.490%	5,192,097	18,692	5,173,405	517,341	4,656,064	3,102,532
12/31/34	522,982,750	8,167,781	80,529	1,169,942	6,917,311	84.490%	5,844,405	21,040	5,823,365	582,337	5,241,028	3,263,849
12/31/35	528,212,578	8,249,491	80,529	1,181,751	6,987,212	84.490%	5,903,464	21,252	5,882,212	588,221	5,293,991	3,081,151
12/31/36	533,494,703	8,332,019	80,529	1,193,678	7,057,812	84.490%	5,963,114	21,467	5,941,647	594,165	5,347,482	2,908,676
12/31/37	538,829,650	8,415,372	80,529	1,205,724	7,129,119	84.490%	6,023,361	21,684	6,001,677	600,168	5,401,509	2,745,853
12/31/38	544,217,947	8,498,558	80,529	1,217,890	7,201,139	84.490%	6,084,210	21,903	6,062,307	606,231	5,456,076	2,592,142
12/31/39	549,660,126	8,584,586	80,529	1,230,178	7,273,879	84.490%	6,145,668	22,124	6,123,544	612,354	5,511,190	2,447,034
12/31/40	555,156,728	8,670,464	80,529	1,242,589	7,347,347	84.490%	6,207,740	22,348	6,185,392	618,539	5,566,853	2,310,046
12/31/41	560,708,295	8,757,201	80,529	1,255,125	7,421,548	84.490%	6,270,432	22,574	6,247,858	624,786	5,623,072	2,180,724
12/31/42	566,315,378	8,844,806	80,529	1,267,785	7,496,482	84.490%	6,333,753	22,802	6,310,951	631,095	5,679,856	2,058,541
12/31/43	571,978,532	8,933,286	80,529	1,280,572	7,572,186	84.490%	6,397,706	23,032	6,374,674	637,467	5,737,207	1,943,391
12/31/44	577,698,317	9,022,652	80,529	1,293,487	7,648,636	84.490%	6,462,298	23,264	6,439,034	643,903	5,795,131	1,834,590
12/31/45	583,475,300	9,112,911	80,529	1,306,531	7,725,851	84.490%	6,527,537	23,499	6,504,038	650,404	5,853,634	1,731,879
12/31/46	589,310,053	9,204,072	80,529	1,319,706	7,803,838	84.490%	6,593,427	23,736	6,569,691	656,969	5,912,722	1,634,917
12/31/47	595,203,154	9,296,146	80,529	1,333,012	7,882,605	84.490%	6,659,978	23,976	6,636,002	663,600	5,972,402	1,543,382
12/31/48	601,155,185	9,389,140	80,529	1,346,452	7,962,159	84.490%	6,727,192	24,218	6,702,974	670,297	6,032,677	1,456,970
12/31/49	607,166,737	9,483,063	80,529	1,360,025	8,042,510	84.490%	6,795,080	24,462	6,770,618	677,062	6,093,556	1,375,396
12/31/50	613,238,405	9,577,927	80,529	1,373,735	8,123,663	84.490%	6,863,646	24,709	6,838,937	683,894	6,155,043	1,298,387
12/31/51	619,370,789	9,673,738	80,529	1,387,581	8,205,629	84.490%	6,932,899	24,958	6,907,941	690,794	6,217,147	1,225,690
							\$125,799,273	\$452,877	\$125,346,396	\$12,534,640	\$112,811,756	\$44,575,582

1) Total estimated market value based on information provided by City and Developer includes 1% annual market value inflator.

2) Total net tax capacity based on mix of residential rental (1.25%), residential homestead (1.00% up to \$500,000 and 1.25% over \$500,000) and commercial industrial (1.60% up to \$150,000 and 2.00% over \$150,000)

3) Original net tax capacity based on existing land value for the property to be included in the development

4) Total local tax capacity rate for taxes proposed for payable 2020

Estimated Impact on Other Taxing Jurisdictions Report

City of Shakopee, Minnesota and Shakopee Economic Development Authority

Tax Increment Financing (Soils Deficiency) District No. 22

Gravel Pit Development

TIF Plan Exhibits based on \$512,850,000 Taxable MV all phases

Taxing Jurisdiction	Without Project or TIF District		With Project and TIF District					
	Final 2025/2026 Taxable Net Tax Capacity (1)	2025/2026 Local Tax Rate	2025/2026 Taxable Net Tax Capacity (1)	Projected Retained Captured Net Tax + Capacity	New Taxable Net Tax = Capacity	Hypothetical Adjusted Local Tax Rate (%)	Hypothetical Decrease In Local Tax Rate (%)	Hypothetical Tax Generated by Retained Captured N.T.C. (%)
City of Shakopee	114,798,954	28.662%	114,798,954	\$8,205,629	123,004,583	26.750%	1.912%	2,195,018
Scott County	361,638,061	28.458%	361,638,061	8,205,629	369,843,690	27.827%	0.631%	2,283,380
ISD #0720	27,584,222	22.266%	27,584,222	8,205,629	35,789,851	17.161%	5.105%	1,408,192
Other	-	5.103%	-	-	-	5.103%	-	-
Totals		84.490%				76.841%	7.649%	

* **statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 7.649% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

statement 2: Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates. Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.

(1) The impact on these taxing jurisdictions is negligible since they represent only 6.04% of the total tax rate.

Market Value Analysis Report

City of Shakopee, Minnesota and Shakopee Economic Development Authority
 Tax Increment Financing (Soils Deficiency) District No. 22
 Gravel Pit Development
 TIF Plan Exhibits based on \$512,850,000 Taxable MV all phases

Assumptions

Present Value Date	02/01/28
P.V. Rate - Gross T.I.	7.00%

Increase in EMV With TIF District	\$613,480,589
Less: P.V of Gross Tax Increment	55,338,421
Subtotal	\$558,142,168
Less: Increase in EMV Without TIF	0
Difference	\$558,142,168

	Year	Annual Gross Tax Increment	Present Value @ 7.00%
1	2031	1,929,933	1,639,129
2	2032	3,941,333	3,128,457
3	2033	5,192,097	3,851,643
4	2034	5,844,405	4,051,910
5	2035	5,903,464	3,825,099
6	2036	5,963,114	3,610,980
7	2037	6,023,361	3,408,843
8	2038	6,084,210	3,218,019
9	2039	6,145,668	3,037,874
10	2040	6,207,740	2,867,810
11	2041	6,270,432	2,707,263
12	2042	6,333,753	2,555,703
13	2043	6,397,706	2,412,625
14	2044	6,462,298	2,277,554
15	2045	6,527,537	2,150,044
16	2046	6,593,427	2,029,670
17	2047	6,659,978	1,916,034
18	2048	6,727,192	1,808,758
19	2049	6,795,080	1,707,487
20	2050	6,863,646	1,611,885
21	2051	6,932,899	1,521,634
		\$125,799,273	\$55,338,421





SHAKOPEE GRAVEL PIT
REVISION 2024

OVERVIEW - DEVELOPMENT

SHAKOPEE GRADING



SHAKOPEE GRAVEL PIT
RENDERING 2018

OVERVIEW - POND

SHAKOPEE, MINN.

190







193



Shakopee City Council May 5, 2026

8.b

Agenda Item: Assessment hearing on delinquent false alarms and mowing services.
Prepared by: Kim Weckman, Accounting Clerk
Reviewed by: Nathan Reinhardt, Finance Director

Action to be considered:

Adopt Resolution R2026-063, certifying assessments for delinquent police false alarms and mowing bills.

Motion Type:

Simple Majority

Background:

The City routinely certifies past due bills for collection with property taxes. To date the city has been unable to collect \$1,400.00 for false alarms and mowing services for seven parcels. Property owners have been informed that a \$25.00 administration fee will be added, and delinquent amount will be levied to their 2027 property tax bill if not paid by November 20, 2026.

Recommendation:

Following the public hearing, adopt Resolution R2026- 063 ordering certification of unpaid police false alarms and mowing bills for collection with payable 2027 property taxes.

Budget Impact:

There is no budget impact to the City as the amounts were previously owed. A \$25.00 administrative charge will be added to cover administrative costs of the certification process.

Attachments:

[05-05-2026 R2026-063 Certification of Unpaid Ordinance Violations.pdf](#)

[Council List 5-5-26.pdf](#)

[2026 Delinquent Ordinance Violations Public Hearing 5-5-2026.pdf](#)

RESOLUTION NO. R2026-063
A Resolution Ordering Certification of Unpaid False Alarms & Lawn
Mowing Services for Collection with Payable 2027 Property Taxes

WHEREAS, pursuant to proper notice duly given as required by law, the City Council of the City of Shakopee met and heard and passed upon all objections to the proposed assessments of: Delinquent False Alarms and Lawn Mowing Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA:

1. That such proposed assessment together with any amendments thereof, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named herein and each tract therein included is hereby found to be delinquent.
2. That there will be added to the delinquent amount a \$25 fee if the delinquent amount is not paid to the City of Shakopee on or before May 5, 2026.
3. Such assessments shall be payable in one installment, payable on or before the first Monday in January 2027, and shall bear interest at the rate of 6.0 percent per annum from the date of the adoption of this assessment resolution. To the one installment shall be added the interest on the entire assessment from the date of this resolution until December 31, 2026.
4. The owner of any property so assessed may, at any time prior to November 20, 2026, pay the whole of the assessment on such property without interest to the City of Shakopee Finance Department.
5. The owner may thereafter January 2027 pay to the County Treasurer the installment and interest in process of collection on the current tax list.
6. The Finance Department shall file the assessment rolls pertaining to this assessment and shall certify to the County Auditor the total amount of the installment on each parcel of land for collection with next year's taxes.

Adopted in _____ session of the City Council of the City of Shakopee,
Minnesota, held this _____ day of _____, 2026.

Mayor of the City of Shakopee

ATTEST:

City Clerk

Assessment Roll 27239 - Ordinance Violations

PID	Sum of Fee Added	Sum of Total w/ Fee	
270013650	25.00	445.00	MOWING
270970230	25.00	225.00	MOWING
273431220	25.00	165.00	FALSE ALARM
273902540	25.00	235.00	MOWING
274010420	25.00	220.00	MOWING
275041300	25.00	120.00	MOWING
274360020	25.00	165.00	FALSE ALARM
Grand Total	175.00	1,575.00	

Public Hearing Delinquent False Alarms/Mowing Charges

May 5, 2026



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City of Shakopee | 485 Gorman St., Shakopee MN 55379
952-233-9300 | www.ShakopeeMN.gov

Unpaid Bills for City Services - Assessment Hearing

- Annual assessment for unpaid bills for city services, including false alarms and mowing services.
- Minnesota State 429 allows the City to collect bills for unpaid charges against the property through the special assessment process.
- Remaining outstanding balances:
 - False Alarms (2) \$280
 - Mowing (5) - \$1,120



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Unpaid Bills for City Services - Assessment Hearing

- Once assessments are adopted by the Council, an additional administrative charge of \$25 will be added to each account
- This administrative charge is to cover costs associated with assessing these delinquent accounts.
- After the assessment roll is adopted, property owners have until November 20th to pay the assessment without interest.
- Assessments bear an interest rate of 6.00%
- Property owners will receive a courtesy letter informing them of their assessments.

Staff recommends certifying the assessments for unpaid bills for city services.



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Action Requested

- Motion to open the public hearing
 - Accept public input
- Motion to close the public hearing
- Council consideration of:
 - Resolution 2026-063, A Resolution Ordering Certification of Unpaid False Alarms and Mowing Bills for Collection with Payable 2027 Property Taxes



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Shakopee City Council
May 5, 2026

11.a

Agenda Item: Parks and Recreation Annual Report Presentation
Prepared by: Kelsi McNutt, Parks and Recreation Director
Reviewed by:

Action to be considered:

no action needed

Motion Type:

Informational only

Background:

Annual report presentation for 2025 for parks and recreation

Recommendation:

No recommendation just informational

Budget Impact:

no budget impact

Attachments:

[2025 Annual Report.pdf](#)

Parks & Recreation 2025 Annual Report

May 5th, 2026



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The Year of Growth & Change

2025 was the year we made intentional changes to ensure long term financial sustainability, service quality, and system resilience.



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952-233-9300 | www.ShakopeeMN.gov

SandVenture Aquatic Park Reopen!

- 25% off for 2025 on April 25th Pirate Day Promotion
 - Sold \$117,205 worth of season passes and punch cards – achieved 31% of our revenue target in one day.
 - 893 season passes and punch cards sold – 138% increase from all of 2023
- SandVenture ended its 2025 season achieving cost recovery of 61%
- Featured on Shane Wells, Kristen Steward, and Ian Lenard new segments



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952-233-9300 | www.ShakopeeMN.gov

CAPRA Accreditation

Preliminary Application

Initiate the process by submitting the preliminary application. Agency has 2 years from the application to complete the Accreditation process.

Date???

Develop Self Assessment Report

Conduct a comprehensive self-assessment of your agency's operations and compile a report demonstrating compliance with CAPRA standards.

Initial Evaluation

Submit the self-assessment report to the CAPRA Review Team for their initial evaluation.

Due at least 10 weeks prior to onsite visit.

Onsite Visit

Facilitate a visit by CAPRA Review Team members who will verify the information in the self-assessment report and assess our agency's compliance with the standards.

March-June 2026

CAPRA Hearing

Participate in the official CAPRA hearing, held during the NRPA Annual Conference

September 2026



Foundation Building in 2025

Planning and Policy Development

- Comprehensive Revenue Policy
- Outdoor Facility Use Policy
- Temporary Advertising and Sponsorship Policy
- Recreation Program Plan
- Community Center Fee Structure
- Modification and Enhancement of City Facilities



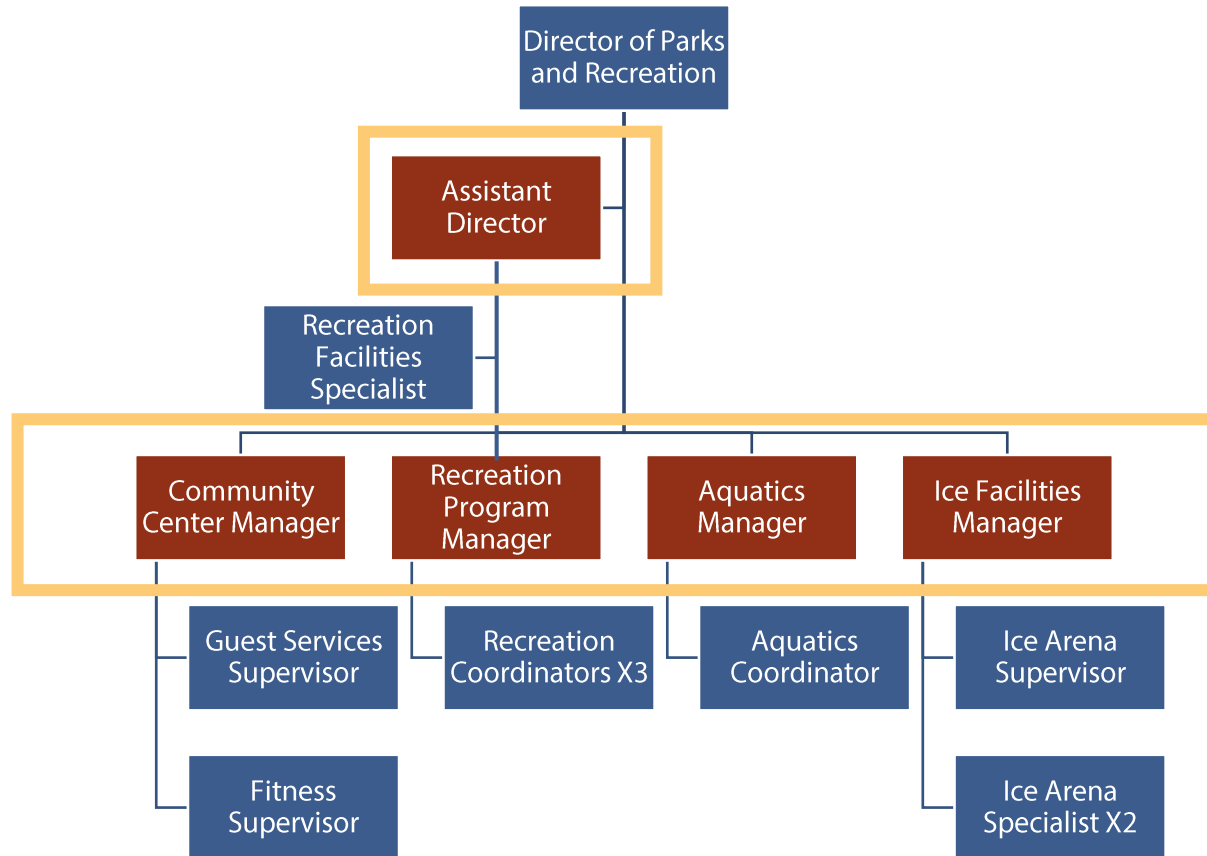
Foundation Building in 2025

Standard Operating Procedure Development

- Succession Plan
- Procedures and Operations Handbook
- Emergency Action Plan
- Program & Events Weather Procedures



Departmental Restructure



Created a management support structure for every division of the department.

Established the assistant director position for better overall support and department management and succession planning.

Financial Performance & Cost Recovery

- 2024 overall cost recovery 51%
- 2025 overall cost recovery 62%
- Average cost recovery for Parks and Recreation Departments is 27% according to the National Park and Recreation Association



Community Impact



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2026 & Beyond

- Expand programs and services strategically
- Continue to improve cost recovery with consistency
- Ensure that we are operating in alignment with the best practices of the industry.





Shakopee City Council May 5, 2026

11.b

Agenda Item: Final Plat of Highview Park 6th Addition
Prepared by: Mark Noble, Senior Planner
Reviewed by: Michael Kerski, Director of Planning and Development

Action to be considered:

Approve Resolution R2026-071, approving the Final Plat of Highview Park 6th Addition

Motion Type:

Simple Majority

Background:

Forestar (USA) Real Estate Group, Inc., owner and applicant, has applied for Final Plat approval of property located south of County State Aid Highway 78 and west of Zumbro Avenue as identified in the attached legal description and aerial map/plat plan.

The proposed 6th Addition of Highview Park consists of 29 single family homes. This property is zoned R-1B, Urban Residential Zone. This property is guided Suburban Edge Residential (0.01 – 3 dwelling units per acre); the proposed plat is consistent with the site zoning and guiding. The developer would propose homes compliant with the design and performance standards for the R-1B zoning district.

The applicant has continued with construction of homes within their first five (5) phases of the Highview Park project. Forestar will be leading the development of this 6th phase. They have provided a narrative describing details of this development.

As part of this project the developer will pay park dedication fees towards parks and open space that the city has developed in the area.

Recommendation:

Approve requested action.

Budget Impact:

N/A

Attachments:

[FP Resolution - 6th Addition.docx](#)

[Legal Description.pdf](#)

[Site Aerial.pdf](#)

26-04-29 HVP 6th FP.pdf
Highview 6th Add - Narrative.pdf
HVP 6th - Civil Plan Redlines.pdf
26-04-27 0033370.04 Highview Park - Phase 3 Grading - Sheet 5 and 7 - 6th Add.pdf
26-04-27 0033370.04 Highview Park - Phase 3 Grading - Sheet 6 - 6th Add.pdf
Landscape Plan Highview Park 6th - Redlines.pdf
HVP 6th FP Eng Memo.docx
EROSION CONTROL REVIEW MEMO 4-28-2026.PDF

RESOLUTION R2026-071

A RESOLUTION OF THE CITY OF SHAKOPEE APPROVING THE FINAL PLAT OF HIGHVIEW PARK 6TH ADDITION

WHEREAS, Forestar (USA) Real Estate Group, Inc., owner and applicant, has made application for Final Plat of HIGHVIEW PARK 6TH ADDITION; and

WHEREAS, the property is legally described as:

See attached Legal Description; and

WHEREAS, notices were duly sent and posted, and a public hearing was held before the Planning Commission on April 6, 2023, at which time all persons present were given an opportunity to be heard; and

WHEREAS, the Planning Commission recommended to the City Council that the Preliminary Plat be adopted on April 6, 2023; and

WHEREAS, the City Council reviewed and approved the Preliminary Plat on April 18, 2023; and

WHEREAS, the City Council reviewed the Final Plat of HIGHVIEW PARK 6TH ADDITION on May 5, 2026; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Shakopee, Minnesota that the Final Plat of HIGHVIEW PARK 6TH ADDITION is hereby approved subject to the following conditions:

- I) The following procedural actions must be addressed prior to the review and release of the recording of a Final Plat:**
- A. Approval of title by the City Attorney.
 - B. Park dedication fees in the amount required by the City Code and adopted City fee schedule shall be paid prior to the recording of the Final Plat.
 - C. Alternative Urban Areawide Review (AUAR) fees shall be paid consistent standards established with the approved Jackson Township AUAR.
 - D. Tree removal and new landscaping shall occur consistent with City Code Sections 151.112 (Landscape Requirements) and 151.113 (Tree Preservation Requirements), and consistent with plans dated 03/05/2026.
 - E. Site development shall comply with the conditions noted in the City Engineering memo dated April 28, 2026 (including compliance with red-lined comments) and the Erosion Control Review Memo dated April 28, 2026.
 - F. Site development shall comply with SPU's standard terms and conditions. This shall also include payment of Trunk Water Charge and Plan Review and Inspection Fees due prior to approval.

- G. Construction and development of lots shall comply with the design and performance standards of City Code Section 151.034 (Urban Residential Zone), and 151.108 (Construction Materials).
- H. Fire hydrants shall be placed in accordance with local requirements and the Minnesota State Fire Code.

Passed in regular session of the City Council of the City of Shakopee, Minnesota held on the 5th day of May, 2026.

Mayor of the City of Shakopee

Attest:

Richard Parsons, City Clerk

Legal Description

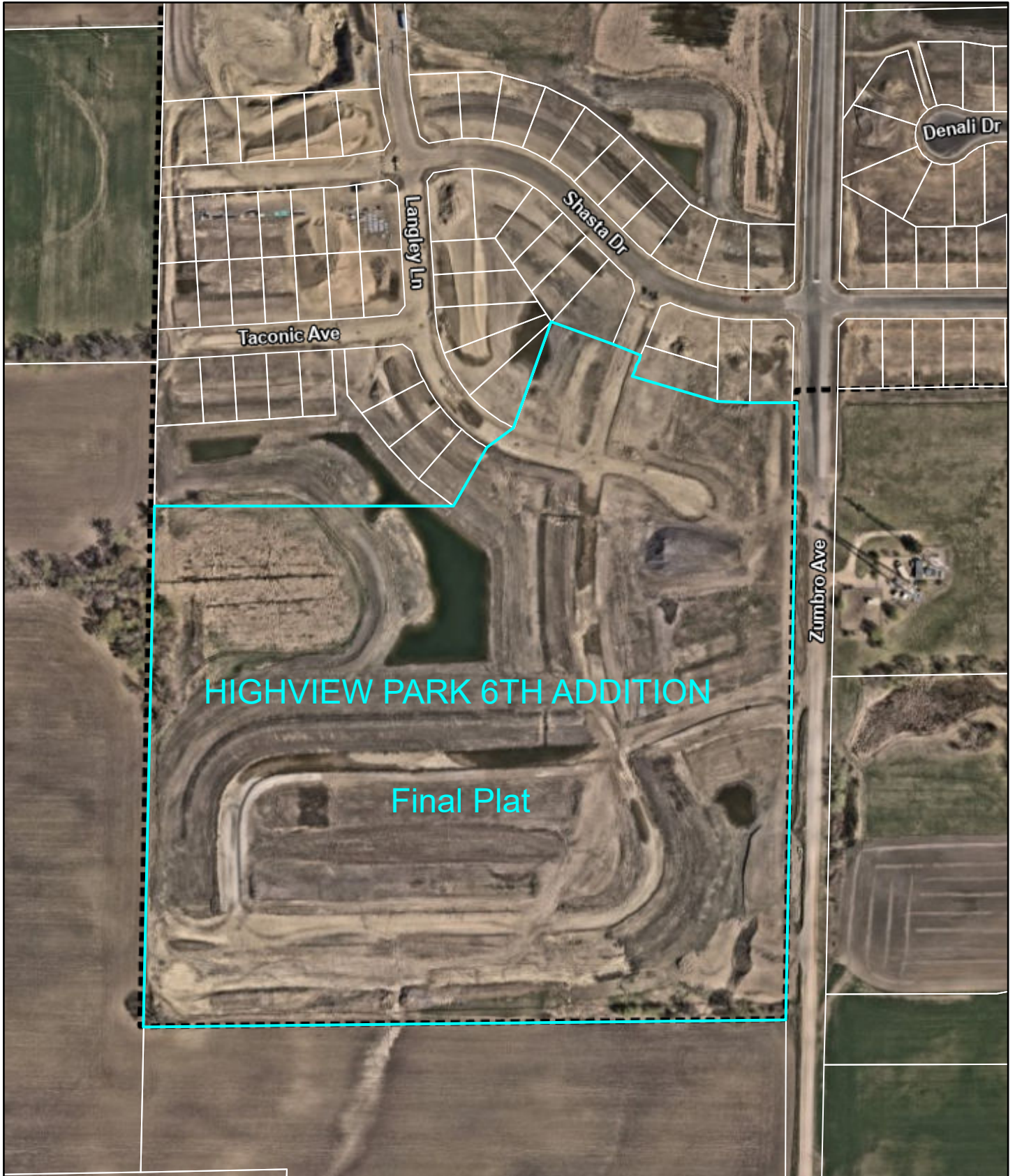
The North 60 acres of the East Half of the Southwest Quarter of Section 23, Township 115, Range 23, Scott County, Minnesota, EXCEPT that part described as follows:

Beginning at the northeast corner of said East half of the Southwest Quarter; thence South 01 degrees 18 minutes 21 seconds West, assumed bearing along the east line of said East Half of the Southwest Quarter, a distance of 780.38 feet; thence North 88 degrees 41 minutes 39 seconds West, a distance of 206.50 feet; thence North 73 degrees 17 minutes 09 seconds West, a distance of 176.59 feet; thence northeasterly along a non-tangential curve, concave to the southeast, having a central angle of 02 degrees 23 minutes 00 seconds, a radius of 1090.00 feet for an arc distance of 45.34 feet, the chord of said curve bears North 21 degrees 21 minutes 04 seconds East and a chord length of 45.34 feet; thence North 69 degrees 24 minutes 06 seconds West, not tangent to said curve, a distance of 190.17 feet; thence South 19 degrees 35 minutes 53 seconds West, a distance of 223.90 feet; thence South 54 degrees 13 minutes 57 seconds West, a distance of 66.99 feet; thence South 30 degrees 32 minutes 28 seconds West, a distance of 133.83 feet; thence on a bearing of West, a distance of 596.17 feet to the west line of said East Half of the Southwest Quarter; thence North 01 degrees 20 minutes 36 seconds East, along said west line a distance of 956.21 feet to the north line of said East Half of the Southwest Quarter; thence North 88 degrees 55 minutes 19 seconds East, along said north line a distance of 1326.32 feet to the point of beginning.

AND

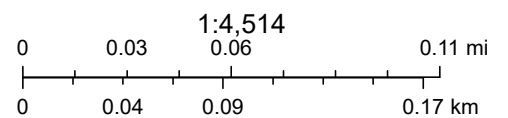
Outlot E, HIGHVIEW PARK 5TH ADDITION, according to the recorded plat thereof, Scott County, Minnesota.

Highview Park 6th Addition



4/28/2026, 4:11:02 PM

- Parcels - Scott County
- Shakopee Municipal Boundary



Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community

HIGHVIEW PARK 6TH ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Forestar (USA) Real Estate Group Inc., a Delaware corporation, owner of the following described property situated in the County of Scott, State of Minnesota, to wit:

The North 60 acres of the East Half of the Southwest Quarter of Section 23, Township 115, Range 23, Scott County, Minnesota, EXCEPT that part described as follows:

Beginning at the northeast corner of said East half of the Southwest Quarter; thence South 01 degrees 18 minutes 21 seconds West, assumed bearing along the east line of said East Half of the Southwest Quarter, a distance of 780.38 feet; thence North 88 degrees 41 minutes 39 seconds West, a distance of 206.50 feet; thence North 73 degrees 17 minutes 09 seconds West, a distance of 176.59 feet; thence northeasterly along a non-tangential curve, concave to the southeast, having a central angle of 02 degrees 23 minutes 00 seconds, a radius of 1090.00 feet for an arc distance of 45.34 feet, the chord of said curve bears North 21 degrees 21 minutes 04 seconds East and a chord length of 45.34 feet; thence North 69 degrees 24 minutes 06 seconds West, not tangent to said curve, a distance of 190.17 feet; thence South 19 degrees 35 minutes 53 seconds West, a distance of 223.90 feet; thence South 54 degrees 13 minutes 57 seconds West, a distance of 66.99 feet; thence South 30 degrees 32 minutes 28 seconds West, a distance of 133.83 feet; thence on a bearing of West, a distance of 596.17 feet to the west line of said East Half of the Southwest Quarter; thence North 01 degrees 20 minutes 36 seconds East, along said west line a distance of 956.21 feet to the north line of said East Half of the Southwest Quarter; thence North 88 degrees 55 minutes 19 seconds East, along said north line a distance of 1326.32 feet to the point of beginning.

AND

Outlot E, HIGHVIEW PARK 5TH ADDITION, according to the recorded plat thereof, Scott County, Minnesota.

Have caused the same to be surveyed and platted as **HIGHVIEW PARK 6TH ADDITION** and does hereby donate and dedicate to the public for public use forever the public ways and also dedicates the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Forestar (USA) Real Estate Group Inc., a Delaware corporation, has caused these presents to be signed by its proper officers this _____ day of _____, 20 _____.

FORESTAR (USA) REAL ESTATE GROUP INC.

By _____

Its _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, its _____ of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of the corporation.

(Signature)

(Name Printed)

Notary Public, _____ County, Minnesota

My Commission Expires _____

I Ernest M. Wirtz Jr hereby certify that this plat **HIGHVIEW PARK 6TH ADDITION** was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20 _____

Ernest M. Wirtz Jr, Licensed Land Surveyor
Minnesota License No. 63119

STATE OF MINNESOTA

COUNTY OF HENNEPIN

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20 _____, by Ernest M. Wirtz Jr, Land Surveyor, Minnesota License No. 63119.

(Signature)

(Name Printed)

Notary Public, _____ County, Minnesota

My Commission Expires _____

CITY OF SHAKOPEE

We do hereby certify that on the _____ day of _____, 20 _____, the City Council of the City of Shakopee, Minnesota, approved this plat and is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Mayor

Clerk

CITY ATTORNEY

I hereby certify that I have examined this plat of **HIGHVIEW PARK 6TH ADDITION** and do hereby recommend this plat for approval as to form this _____ day of _____, 20 _____.

City Attorney

COUNTY SURVEYOR

Pursuant to Minnesota Statutes, Chapter 389.09, Subd. 1, as amended, this plat has been reviewed and approved this _____ day of _____, 20 _____.

Scott County Surveyor

COUNTY TREASURER-AUDITOR

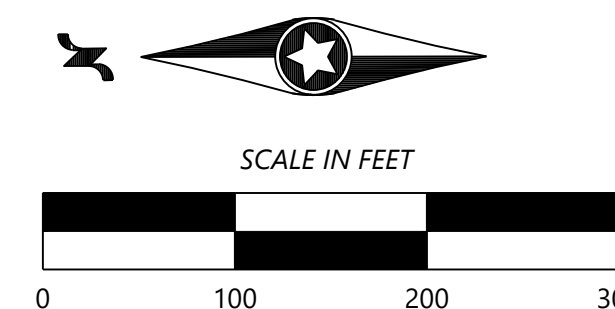
I hereby certify that the current and delinquent taxes on the lands described within are paid and the transfer is entered this _____ day of _____, 20 _____.

County Treasurer-Auditor
Scott County, Minnesota

COUNTY RECORDER

I hereby certify that this plat was recorded in the office of the County Recorder for record on this _____ day of _____, 20 _____, at _____ o'clock ____M., as Document No. _____.

County Recorder
Scott County, Minnesota



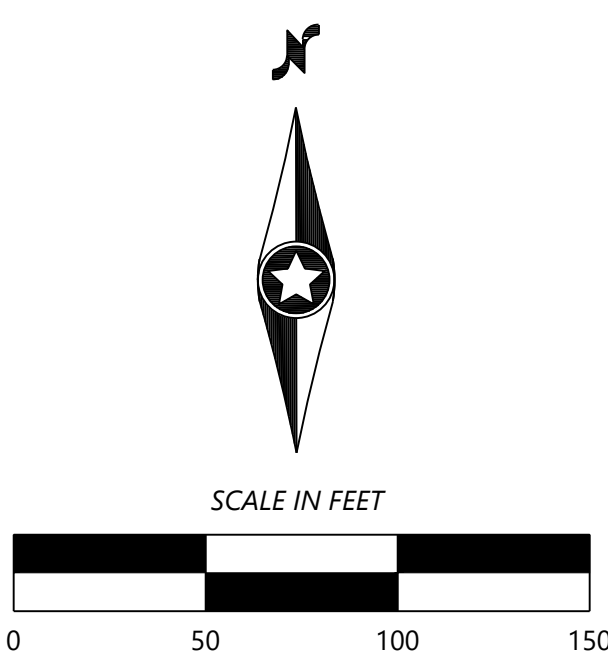
HIGHVIEW PARK 6TH ADDITION



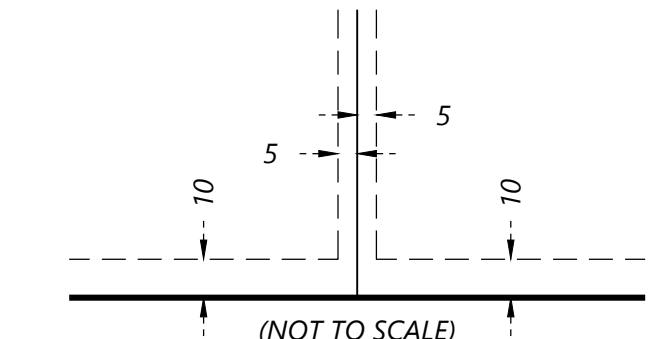
INSET A
(FROM SHEET 2 OF 3 SHEETS)

- SET 1/2" BY 14" IRON REBAR WITH CAP #63119
- FOUND MONUMENT LS #63119, UNLESS OTHERWISE SHOWN

THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 11S, RANGE 23, HAS A BEARING OF N 01°20'36" E



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES, AND BEING 10 FEET IN WIDTH AND ADJOINING PUBLIC WAYS AND REAR LOT LINES, UNLESS OTHERWISE INDICATED ON THE PLAT

Highview Park 6th Addition

Final Plat
12/04/24
Shakopee, MN

Forestar (USA) Real Estate Group, on behalf of D.R. Horton, is excited to present to the City of Shakopee the final plat for Highview Park 6th Addition. Forestar has been assigned the rights to the project and closed on the purchase of the land required for the Highview Park 4th Addition which will consist of 29 single family lots. Forestar is the nation's largest residential land developer and is a majority owned subsidiary of D.R. Horton Holdings. Forestar works closely with Horton across the country to finance and manage the land development activities on many of Horton's assets. Forestar will develop the 6th Addition in 2026. The Final Plat for Highview Park 6th Addition is consistent with the approved Preliminary Plat.

DEVELOPMENT TEAM

Developer:	Forestar (USA) Real Estate Group, Inc. (Stephen Gardiner)
Builder:	TBD
Civil Engineer/Surveying:	Westwood Professional Services (Ryan Bluhm)
Landscape Architect:	Westwood Professional Services (Cory Meyer)

CONSTRUCTION

The site grading was started in 2023 and grading through the 5th Addition is complete. The 1st phase consisted of 172 lots, 122 single family home sites and 50 twin homes. The 2nd Addition by D.R. Horton was approved and constructed this year. The 2nd Addition consists of 42 twin home lots and 39 single family lots. The 3rd Addition consist of 42 single family lots in the southeast portion of the project on the former Brown parcel. The 5th Addition consists of 73 single-family lots and the 6th Addition 29 single-family lots on the former Luer Property. The project is proposed to be completed in the 2026 development season with home construction soon thereafter.

HOMES

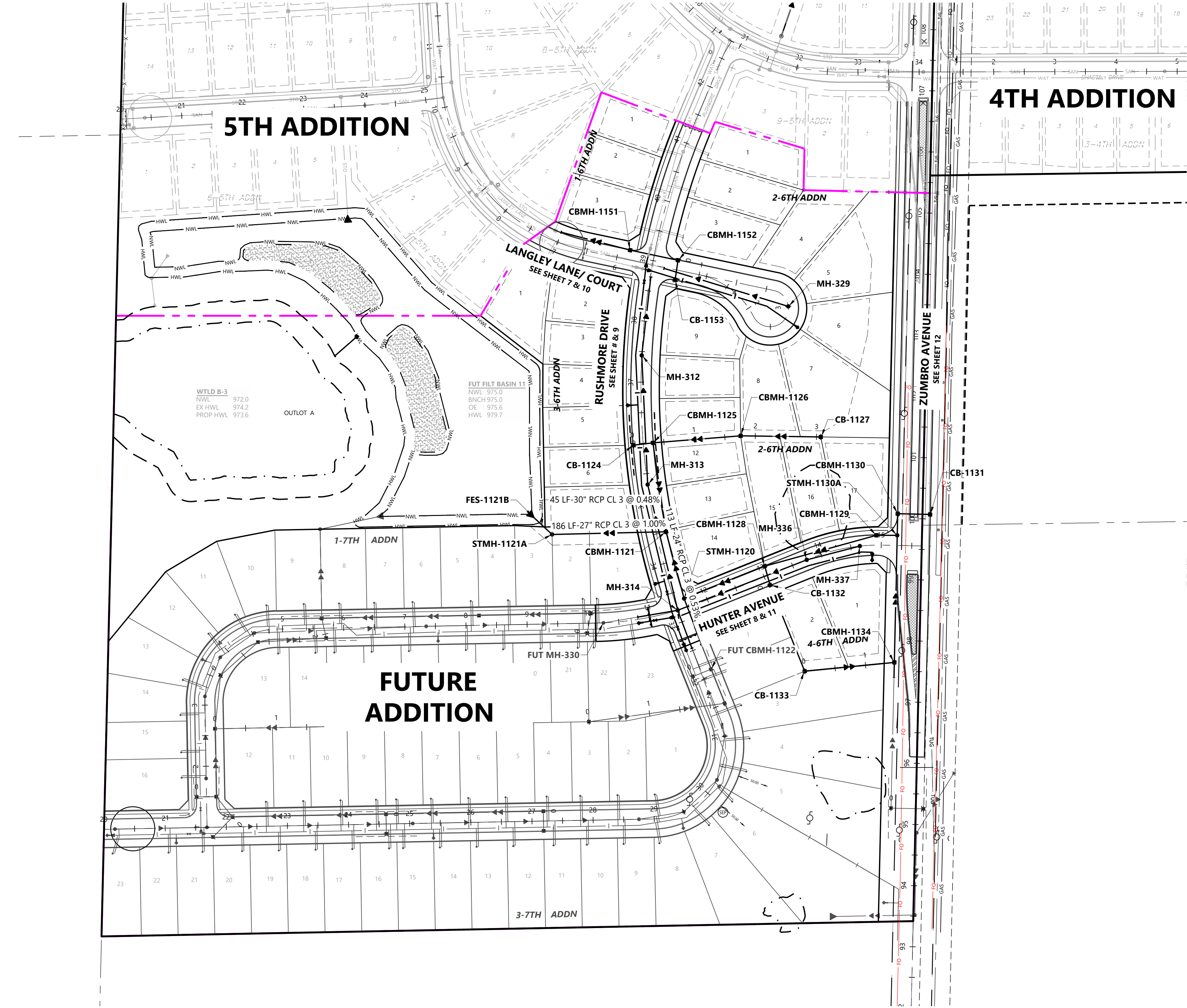
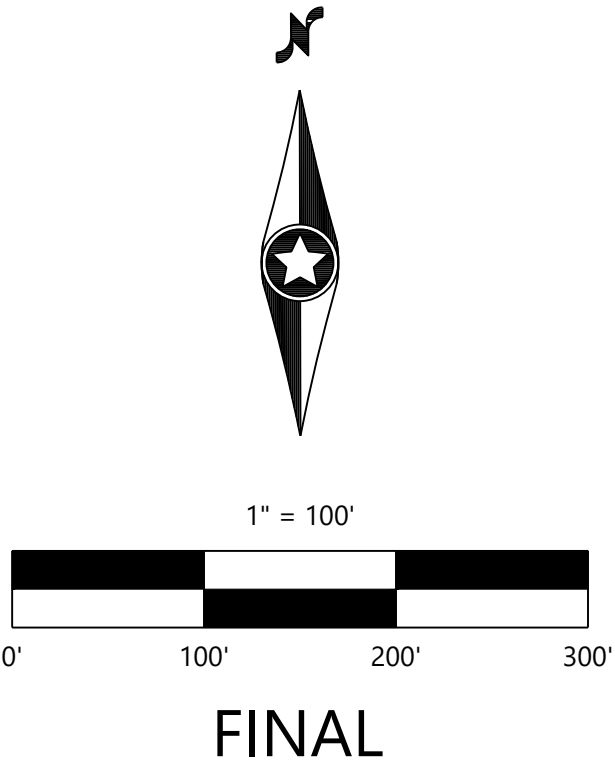
The single-family homes in this phase consist of twenty-nine (29) Tradition homes which are 1-2-story homes ranging in size from 1,855 sq. ft. with 2-3 car garages.

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

OVERALL UTILITY LEGEND

EXISTING	PROPOSED	FUTURE	
			SANITARY SEWER
			STORM SEWER
			DRAIN TILE
			WATER MAIN
			HYDRANT

STORM SEWER CASTING SCHEDULE			
Structure			Casting Type
Number	Type	Dia.	
1120	STMH	72"	R-1642B
1121	CBMH	60"	R-3067-V
1121A	STMH	60"	R-1642B
1121B	FES	30"	w/TRASHGUARD
1124	CBMH	60"	R-3067-VB
1125	CB	2'x 3'	R-3067-VB
1126	CBMH	48"	R-4342
1127	CB	27"	R-4342
1128	CBMH	48"	R-3067-V
1129	CBMH	48"	R-3067-V
1130	CBMH	48"	R-3067-V
1130A	STMH	60"	R-1642B
1131	CB	2'x 3'	R-3067-V
1132	CB	2'x 3'	R-3067-V
1133	CB	27"	R-4342
1134	CBMH	60"	R-3067-V
1151	CBMH	48"	R-3067-V
1152	CBMH	48"	R-3067-V
1153	CB	2'x 3'	R-3067-V



DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	CEL/EJK
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' or 10'

INITIAL ISSUE:	03/05/26
REVISIONS:	

PREPARED FOR:
FORESTAR
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS
OF THE STATE OF MINNESOTA
RYAN M. BLUHM
DATE: 03/05/26 LICENSE NO. 41257

HIGHVIEW PARK 6TH ADDITION
SHAKOPEE, MN

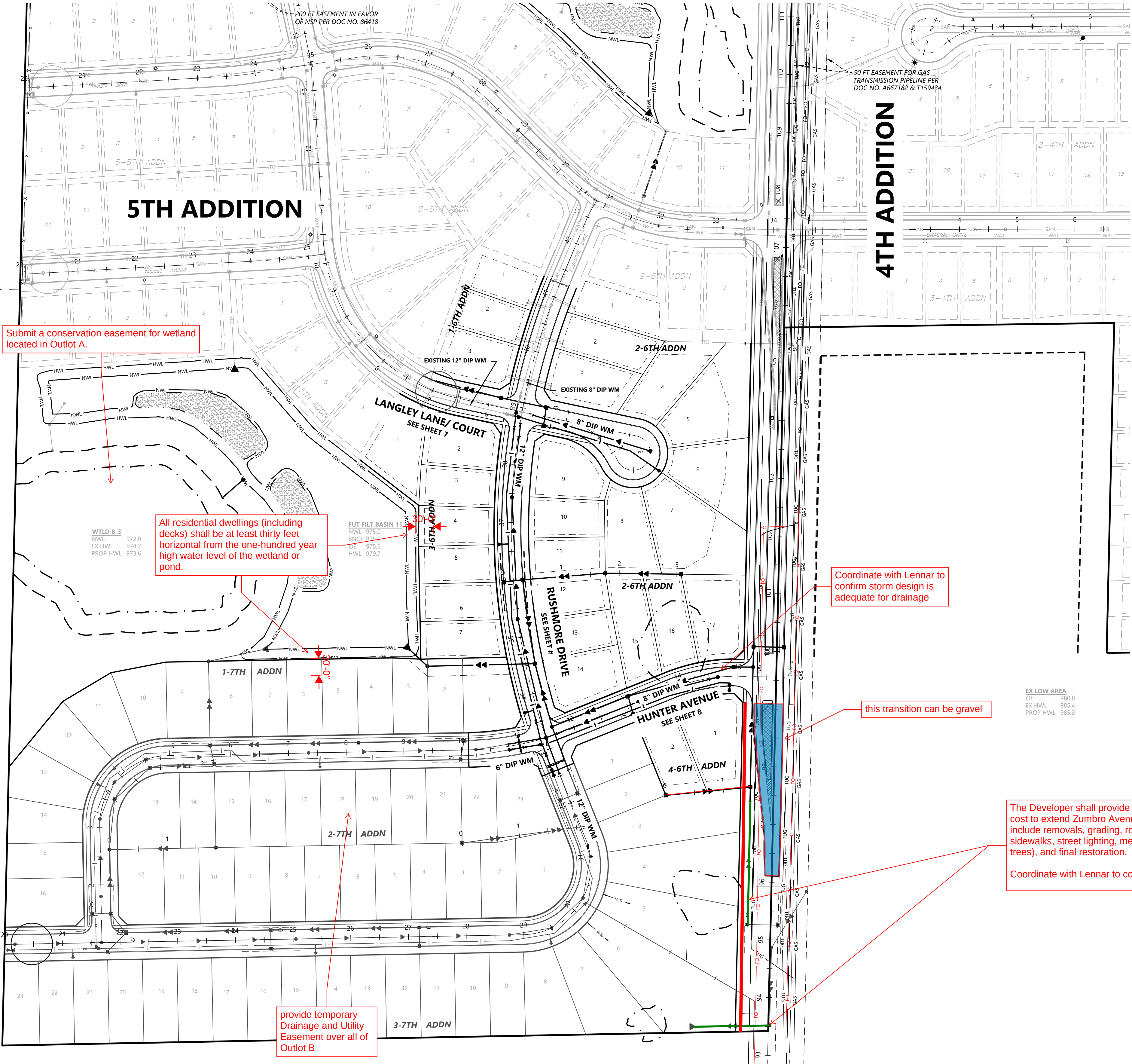
Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

OVERALL UTILITY PLAN

SHEET NUMBER:
3 OF **49**
DATE: 03/05/26
PROJECT NUMBER: 0033370.07

OVERALL UTILITY LEGEND

EXISTING	PROPOSED	FUTURE	
			SANITARY SEWER
			STORM SEWER
			DRAIN TILE
			WATER MAIN
			HYDRANT



Submit a conservation easement for wetland located in Outlot A.

All residential dwellings (including decks) shall be at least thirty feet horizontal from the one-hundred year high water level of the wetland or pond.

Coordinate with Lennar to confirm storm design is adequate for drainage

this transition can be gravel

The Developer shall provide an escrow to the City for 62.5% of the estimated cost to extend Zumbro Avenue to the southern plat boundary. Costs shall include removals, grading, roadway and utility improvements, trail and sidewalks, street lighting, median extension, irrigation, landscaping (including trees), and final restoration.

Coordinate with Lennar to confirm storm design is adequate for drainage

provide temporary Drainage and Utility Easement over all of Outlot B

APPROVED FOR ONE YEAR FROM THIS DATE

SHAKOPEE PUBLIC UTILITIES COMMISSION

DATE

All materials and construction methods shall comply with Shakopee Public Utilities per water police manual dtd August 04, 2014.

1" = 100'

0' 100' 200' 300'

FINAL

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	CEL/EJK
HORIZONTAL SCALE:	100'
VERTICAL SCALE:	20' or 10'

INITIAL ISSUE:	03/05/26
REVISIONS:	
	-
	-
	-
	-
	-

PREPARED FOR:
FORESTAR
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA
RYAN M. BLUHM
DATE: 03/05/26 LICENSE NO. 41257

HIGHVIEW PARK 6TH ADDITION
SHAKOPEE, MN

Westwood

Phone (952) 937-5150
Fax (952) 937-5822
Toll Free (888) 937-5150

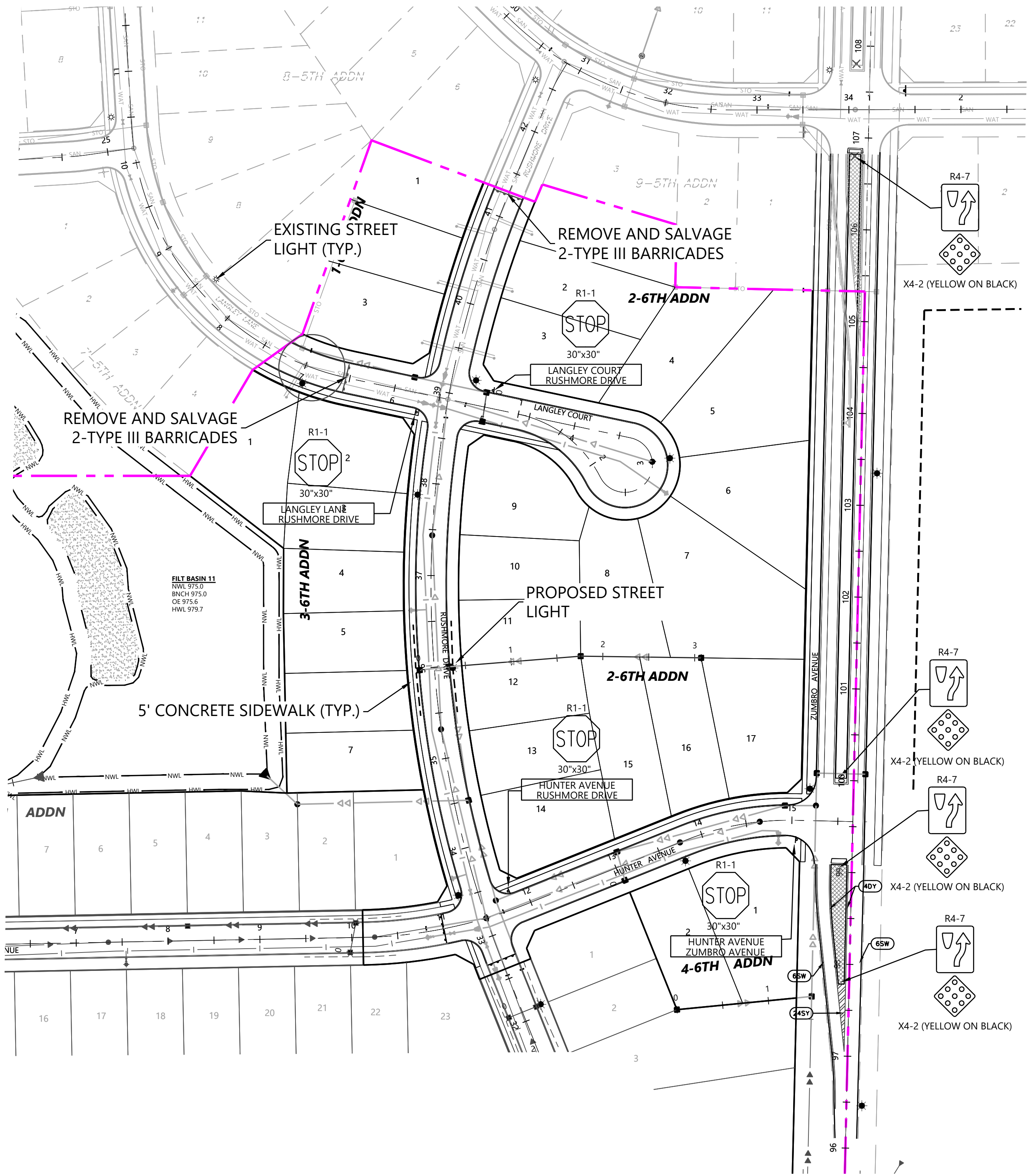
12701 Whitewater Drive, Suite #300
Minnetonka, MN 55343
westwoodps.com

Westwood Professional Services, Inc.

OVERALL WATERMAIN
PLAN

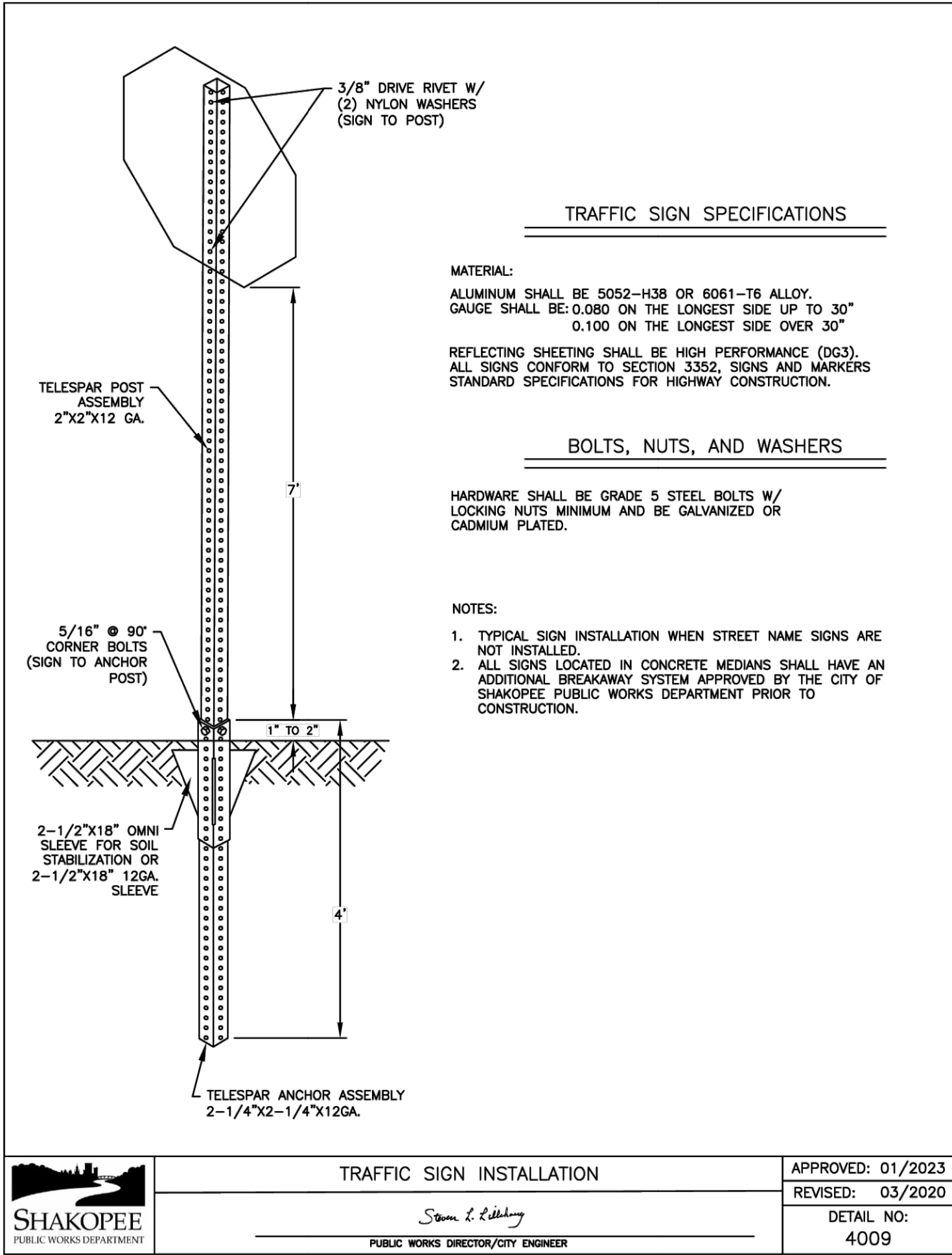
PROJECT NUMBER: 0033370.07

SHEET NUMBER:
4 OF 49
DATE: 03/05/26



STRIPING, SIGNAGE, AND LIGHTING LEGEND

EXISTING	PROPOSED	
		SIGN (SINGLE POST)
		SIGN (DOUBLE POST)
		STREET LIGHT
		CROSSWALK STRIPING
		MAILBOX
		PAINT
		PAINT- GROOVED IN, WET REFLECTIVE FOR ALL PAVEMENT MARKINGS
1ST DIGIT WIDTH 4", 8", ETC.	2ND DIGIT PATTERN S-SOLID B-BROKEN D-DOUBLE	3RD DIGIT COLOR W-WHITE Y-YELLOW



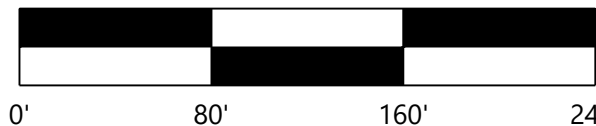
NOTES

1. PERMANENT SIGNS TO BE INSTALLED BY CITY
2. ALL STRIPING SHALL BE PAINT UNLESS OTHERWISE NOTED
3. ALL TURN ARROWS SHALL BE PAINT UNLESS OTHERWISE NOTED
4. ALL CONFLICT STRIPING SHALL BE REMOVED
5. LOCATE ALL EXISTING UNDERGROUND UTILITIES LIGHTING WIRES PRIOR TO SIGN INSTALLATION

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance



1" = 80'



FINAL

DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	CEL/EJK
HORIZONTAL SCALE:	80'
VERTICAL SCALE:	16' OR 8'

INITIAL ISSUE: 03/05/26
REVISIONS:

△	-	-
△	-	-
△	-	-
△	-	-
△	-	-

PREPARED FOR:

FORESTAR

20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS
OF THE STATE OF MINNESOTA

RYAN M. BLUHM
DATE: 03/05/26 LICENSE NO. 41257

HIGHVIEW PARK 6TH ADDITION

SHAKOPEE, MN

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

**SIDEWALK SIGNAGE
STRIPING AND LIGHTING
PLAN**

PROJECT NUMBER: 0033370.07

SHEET NUMBER:

14

OF

49

DATE: 03/05/26

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance



GRADING LEGEND

EXISTING		PROPOSED	
	PROPERTY LINE		PROPERTY LINE
	SOIL BORING LOCATION		SOIL BORING LOCATION
	INDEX CONTOUR		INDEX CONTOUR
	INTERVAL CONTOUR		INTERVAL CONTOUR
	SPOT ELEVATION		SPOT ELEVATION
	65' LOTS W/ EXTRA 1' HOLD DOWN		HIGH/LOW POINT
	STORM SEWER		INLET PROTECTION
	TREE LINE		RETAINING WALL (MODULAR BLOCK)
	RETAINING WALL (MODULAR BLOCK)		POND NORMAL WATER LEVEL
	POND NORMAL WATER LEVEL		CL-CL ELEVATION
	FLOW DIRECTION		FLOW DIRECTION
	TOP AND BOTTOM OF RETAINING WALL		EMERGENCY OVERFLOW
	ROCK CONSTRUCTION ENTRANCE		EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT		WETLAND FILL
	WETLAND BUFFER		SILT FENCE
	HEAVY DUTY SILT FENCE		REDUNDANT SEDIMENT CONTROL
	SILT FENCE-POST GRADING		DENOTES DIRECTION OF DRAINAGE
	STORM SEWER		STORM SEWER



1" = 50'

0' 50' 100' 150'

FINAL

DESIGNED:	FDH II
CHECKED:	RMB
DRAWN:	DJW
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' OR 5'

INITIAL ISSUE:	11/11/24
REVISIONS:	
△	05/06/2025 CITY COMMENTS
△	05/19/2025 CITY COMMENTS
△	06/30/2025 UPDATED GRADING LOT SPLITS
△	12/01/2025 RECORD PLANS
△	03/19/2026 6TH ADDITION

PREPARED FOR:

FORESTAR

20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
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DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS
OF THE STATE OF MINNESOTA

RYAN M. BLUHM
DATE: 03/19/26 LICENSE NO. 41257

HIGHVIEW PARK - PHASE 3 GRADING

SHAKOPEE, MINNESOTA

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com

Westwood Professional Services, Inc.

Westwood Professional Services, Inc.

GRADING AND DRAINAGE PLAN

SHEET NUMBER:

05

OF

49

PROJECT NUMBER: 0033370.04

DATE: 03/19/26

Call 48 Hours before digging:
811 or call 811.com
Common Ground Alliance

END REDUNDANT
SILT FENCE

SILT FENCE (TYP.)

1-7TH ADDN

HUNTER AVENUE

DIRECT FLOW FROM LOW
POINT TO SEDIMENT BASIN

2-4TH ADDN

RUSHMORE DRIVE

INLET PROTECTION (TYP.)

3-7TH ADDN

4-6TH ADDN

6th ADDITION

WETLAND FILL (TYP.)

WETLAND FILL (TYP.)

ZUMBRO AVENUE

GRADING LEGEND

EXISTING

	PROPERTY LINE		STORM SEWER
	SOIL BORING LOCATION		INLET PROTECTION
	INDEX CONTOUR		TREE LINE
	INTERVAL CONTOUR		RETAINING WALL (MODULAR BLOCK)
	SPOT ELEVATION		POND NORMAL WATER LEVEL
	65' LOTS W/ EXTRA 1' HOLD DOWN		

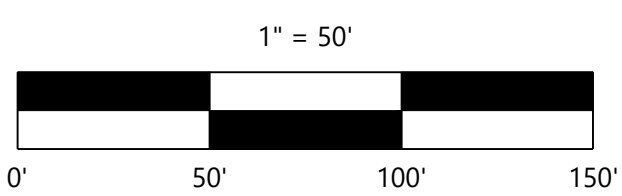
PROPOSED

	PROPERTY LINE		INLET PROTECTION
	SOIL BORING LOCATION		TREE LINE
	INDEX CONTOUR		RETAINING WALL (MODULAR BLOCK)
	INTERVAL CONTOUR		POND NORMAL WATER LEVEL
	SPOT ELEVATION		CL-CL ELEVATION
	HIGH/LOW POINT		FLOW DIRECTION

	TW=XXX.XX BW=XXX.XX
	E.O.F.
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
	WETLAND FILL
	WETLAND BUFFER

	TOP AND BOTTOM OF RETAINING WALL
	EMERGENCY OVERFLOW
	ROCK CONSTRUCTION ENTRANCE
	EROSION CONTROL BLANKET
	TURF REINFORCEMENT MAT
	WETLAND FILL
	WETLAND BUFFER

	SILT FENCE
	HEAVY DUTY SILT FENCE
	REDUNDANT SEDIMENT CONTROL
	SILT FENCE-POST GRADING
	DENOTES DIRECTION OF DRAINAGE
	STORM SEWER



FINAL

DESIGNED:	FDH II
CHECKED:	RMB
DRAWN:	DIW
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' OR 5'

INITIAL ISSUE: 11/11/24

REVISIONS:

	05/06/2025	CITY COMMENTS
	05/19/2025	CITY COMMENTS
	06/30/2025	UPDATED GRADING LOT SPLITS
	12/01/2025	RECORD PLANS
	03/19/2026	6TH ADDITION

PREPARED FOR:

FORESTAR

20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS
OF THE STATE OF MINNESOTA

RYAN M. BLUHM
DATE: 03/19/26 LICENSE NO. 41257

**HIGHVIEW PARK - PHASE 3
GRADING**

SHAKOPEE, MINNESOTA

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minneapolis, MN 55433
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

**GRADING AND DRAINAGE
PLAN**

SHEET NUMBER:

07

OF

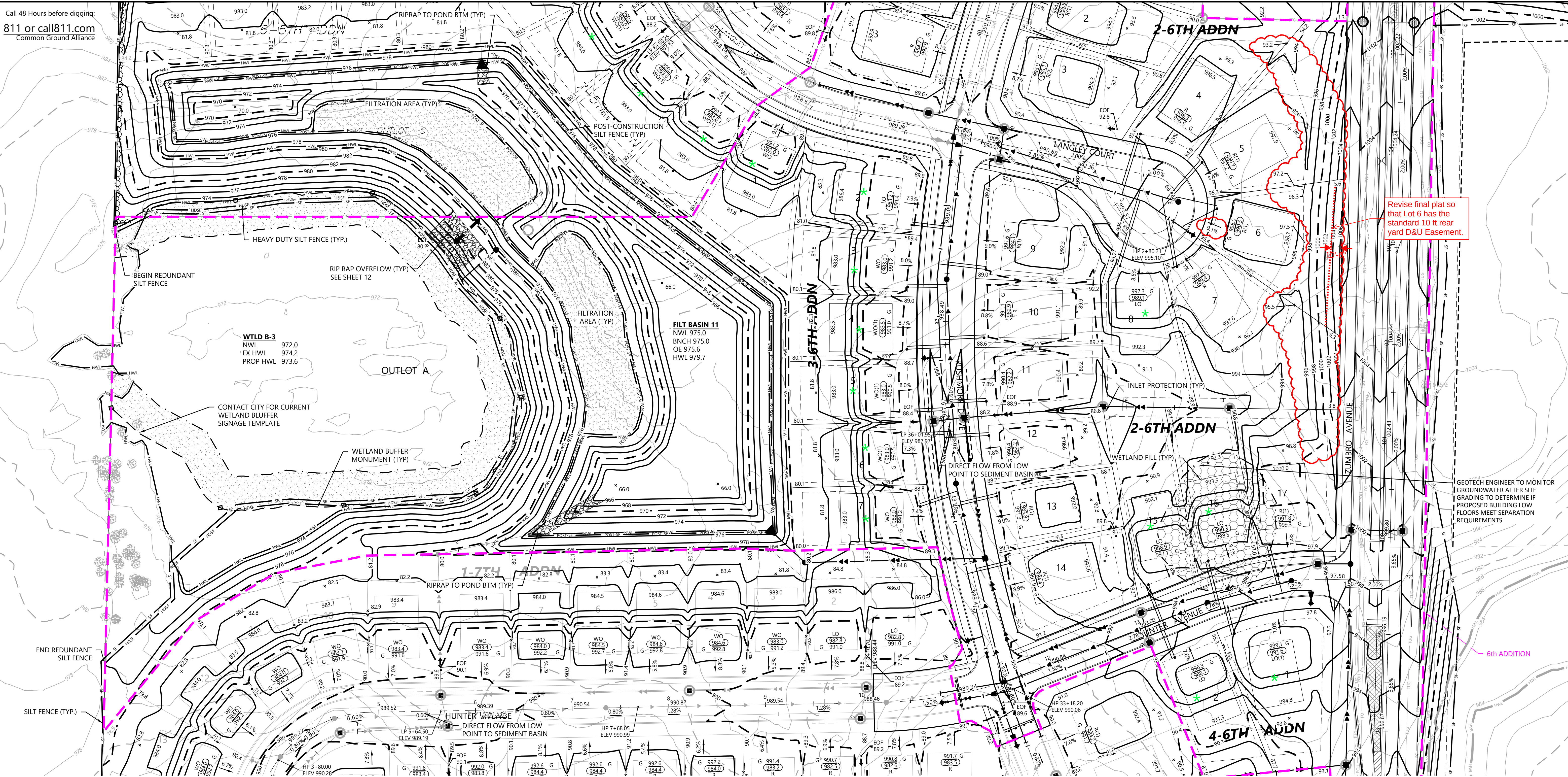
49

PROJECT NUMBER: 0033370.04

DATE: 03/19/26

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Call 48 Hours before digging:
811 or call 811.com
Common Ground Alliance



GRADING LEGEND

EXISTING				PROPOSED			
	PROPERTY LINE		STORM SEWER		PROPERTY LINE		INLET PROTECTION
	SOIL BORING LOCATION		TREE LINE		SOIL BORING LOCATION		RETAINING WALL (MODULAR BLOCK)
	INDEX CONTOUR		RETAINING WALL (MODULAR BLOCK)		INDEX CONTOUR		POND NORMAL WATER LEVEL
	SPOT ELEVATION		POND NORMAL WATER LEVEL		SPOT ELEVATION		FLOW DIRECTION
	65' LOTS W/ EXTRA 1' HOLD DOWN						

TW=XXX.XX
BW=XXX.XX

E.O.F. →

TOP AND BOTTOM OF RETAINING WALL

EMERGENCY OVERFLOW

ROCK CONSTRUCTION ENTRANCE

EROSION CONTROL BLANKET

TURF REINFORCEMENT MAT

WETLAND FILL

WETLAND BUFFER

5' SF

HD5F

RSC

POST-SF

SILT FENCE

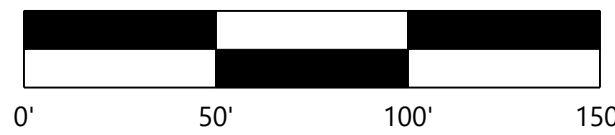
HEAVY DUTY SILT FENCE

REDUNDANT SEDIMENT CONTROL

SILT FENCE-POST GRADING

DENOTES DIRECTION OF DRAINAGE

STORM SEWER



FINAL

DESIGNED: FDH II
CHECKED: RMB
DRAWN: DJW
HORIZONTAL SCALE: 50'
VERTICAL SCALE: 10' OR 5'

INITIAL ISSUE: 11/11/24
REVISIONS:
△ 05/19/2025 CITY COMMENTS
△ 06/30/2025 UPDATED GRADING LOT SPLITS
△ 12/01/2025 RECORD PLANS
△ 03/19/2026 6TH ADDITION
△ 04/27/26 RETAINING WALL REMOVED

PREPARED FOR:
FORESTAR
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
RYAN M. BLUHM
DATE: 03/19/26 LICENSE NO. 41257

**HIGHVIEW PARK - PHASE 3
GRADING**
SHAKOPEE, MINNESOTA

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minneapolis, MN 55433
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

**GRADING AND DRAINAGE
PLAN**

SHEET NUMBER:
06 OF **49**
PROJECT NUMBER: 0033370.04 DATE: 03/19/26

HIGHVIEW PARK - PHASE 3 GRADING

227



FINAL PLANT SCHEDULE - 6th ADDITION

CODE	QTY	COMMON / BOTANICAL NAME	SIZE	SPACING O.C.	MATURE SIZE
DECIDUOUS TREES - 84					
ACE	15	ACCOLADE ELM / ULMUS X 'MORTON'	2.5" CAL, B&B	AS SHOWN	H 7'0" W 4'0"-5'0"
AGG	1	AUTUMN GOLD MAIDENHAIR TREE / GINKGO BILOBA 'AUTUMN GOLD'	2.5" CAL, B&B	AS SHOWN	H 5'0" W 3'0"
BVL	8	BOULEVARD AMERICAN LINDEN / TILIA AMERICANA 'BOULEVARD'	2.5" CAL, B&B	AS SHOWN	H 5'0"-6'0" W 2'5"-3'0"
BUO	4	BUR OAK / QUERCUS MACROCARPA	2.5" CAL, B&B	AS SHOWN	H 7'0"-8'0" W 7'0"-8'0"
FFM	2	FALL FIESTA MAPLE / ACER SACCHARUM 'BAILSTA'	2.5" CAL, B&B	AS SHOWN	H 5'0"-6'0" W 4'0"-5'0"
FYL	8	FRONTYARD LINDEN / TILIA AMERICANA 'BAILYARD'	2.5" CAL, B&B	AS SHOWN	H 6'0"-7'0" W 3'0"-4'0"
HAK	8	HACKBERRY / CELTIS OCCIDENTALIS	2.5" CAL, B&B	AS SHOWN	H 5'0"-7'5" W 5'0"
NRM	5	NORTHWOOD RED MAPLE / ACER RUBRUM 'NORTHWOOD'	2.5" CAL, B&B	AS SHOWN	H 4'0"-6'0" W 4'0"
REO	8	RED OAK / QUERCUS RUBRA	2.5" CAL, B&B	AS SHOWN	H 5'0"-7'0" W 4'0"-5'0"
SGM	10	SIENNA GLEN MAPLE / ACER X FREEMANII 'SIENNA'	2.5" CAL, B&B	AS SHOWN	H 4'0"-5'0" W 3'5"-4'0"
SKH	7	SKYLINE HONEY LOCUST / GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE'	2.5" CAL, B&B	AS SHOWN	H 5'0" W 3'0"-3'5"
SWO	8	SWAMP WHITE OAK / QUERCUS BICOLOR	2.5" CAL, B&B	AS SHOWN	H 5'0"-6'0" W 6'0"-8'0"
EVERGREEN TREES - 22					
BHS	8	BLACK HILLS SPRUCE / PICEA GLAUCA DENSATA	6" HT, B&B	AS SHOWN	H 3'5"-4'5" W 2'0"-2'5"
COS	3	COLORADO SPRUCE / PICEA PUNGENS	6" HT, B&B	AS SHOWN	H 4'0"-6'0" W 1'5"-3'0"
COF	3	CONCOLOR FIR / ABIES CONCOLOR	6" HT, B&B	AS SHOWN	H 4'0"-5'0" W 1'5"-3'0"
NOS	5	NORWAY SPRUCE / PICEA ABIES	6" HT, B&B	AS SHOWN	H 5'0"-7'0" W 2'5"-3'0"
WHP	3	WHITE PINE / PINUS STROBUS	6" HT, B&B	AS SHOWN	H 5'0"-8'0" W 2'5"-4'0"
ORNAMENTAL TREES - 11					
ABS	1	AUTUMN BRILLIANCE SERVICEBERRY / AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	6" HT, B&B-CLUMP	AS SHOWN	H 2'0"-2'5" W 1'5"-1'8"
PRC	2	PRAIRIE ROSE CRABAPPLE / MALUS X 'PRAIRIE ROSE'	2" CAL, B&B	AS SHOWN	H 1'5"-2'0" W 1'0"-1'5"
PFC	4	PRAIRIFIRE CRABAPPLE / MALUS X 'PRAIRIFIRE'	2" CAL, B&B	AS SHOWN	H 2'0" W 2'0"
QUA	1	QUAKING ASPEN / POPULUS TREMULOIDES	2" CAL, B&B	AS SHOWN	H 3'0"-4'0" W 2'0"
TCH	3	THORNLESS COCKSPUR HAWTHORN / CRATAEGUS CRUS-GALLI INERMIS	6" HT, B&B-CLUMP	AS SHOWN	H 1'5"-2'0" W 1'5"-2'0"

ABBREVIATIONS: B&B = BALLED AND BURLAPPED CAL = CALIPER HT. = HEIGHT MIN. = MINIMUM
O.C. = ON CENTER SP. = SPREAD QTY. = QUANTITY CONT. = CONTAINER
NOTES: QUANTITIES ON PLAN SUPERSEDE LIST QUANTITIES IN THE EVENT OF A DISCREPANCY.

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

OVERALL LANDSCAPE REQUIREMENTS

TOTAL TREES REQUIRED:	2,160 TREES
RESIDENTIAL REQUIREMENTS: * EACH LOT SHALL HAVE A MINIMUM OF 2 NON-ORNAMENTAL TREES IN THE FRONT YARD. ONE MAY BE LOCATED IN REAR OR SIDE YARD DUE TO SPACE LIMITATIONS. (601 PROPOSED SINGLE FAMILY & TWIN HOME LOTS)	1,202 TREES
TREE REPLACEMENT REQUIREMENTS: (SEE CALCULATIONS ON TREE PRESERVATION TABLE SHEET)	958 TREES

OVERALL LANDSCAPE PROVISIONS

TOTAL TREE PROVIDED:	2,497 TREES
* STREET TREES:	943 TREES
* OVERSTORY YARD TREES (BY HOMEBUILDER):	1,202 TREES
* DECIDUOUS TREES:	59 TREES
* EVERGREEN TREES:	206 TREES
* ORNAMENTAL TREES:	87 TREES

LANDSCAPE PROVISIONS - 6th ADDITION

TOTAL 6th AD. TREE PROVIDED:	175 TREES
* STREET TREES:	77 TREES
* OVERSTORY YARD TREES (BY HOMEBUILDER):	58 TREES
* DECIDUOUS TREES:	7 TREES
* EVERGREEN TREES:	22 TREES
* ORNAMENTAL TREES:	11 TREES

NOTES:

- STREET TREE LOCATIONS AND SPACING ARE SUBJECT TO CHANGE BASED ON CONSTRUCTED DRIVEWAY AND UTILITY LOCATIONS.
- TREES SHALL BE PLANTED IN FRONT OF SINGLE FAMILY LOTS & TWIN HOME LOTS 4' FROM BACK OF CURB IN A LOCATION THAT DOES NOT INTERFERE WITH CURBSTOPS OR INDIVIDUAL SEWER & WATER CONNECTIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- DECIDUOUS TREES SHOULD BE LOCATED A MINIMUM OF 5' OFF ANY UTILITY PIPE AND CONIFEROUS TREES SHOULD BE LOCATED A MINIMUM OF 15' OFF ANY UTILITY PIPE.
- NO TREE SHOULD BE LOCATED WITHIN 10' OF A HYDRANT OR 15' FROM A STREETLIGHT.
- NO TREES SHOULD BE LOCATED WITHIN A STORM POND HWL.
- NO TREES SHOULD BE LOCATED WITHIN STORM POND ACCESS ROUTE.
- NO DECIDUOUS TREE WITH 5' OF A SIDEWALK OR TRAIL AND NO CONIFEROUS TREES WITHIN 20' OF A PROPOSED SIDEWALK OR TRAIL.

PLANT LEGEND

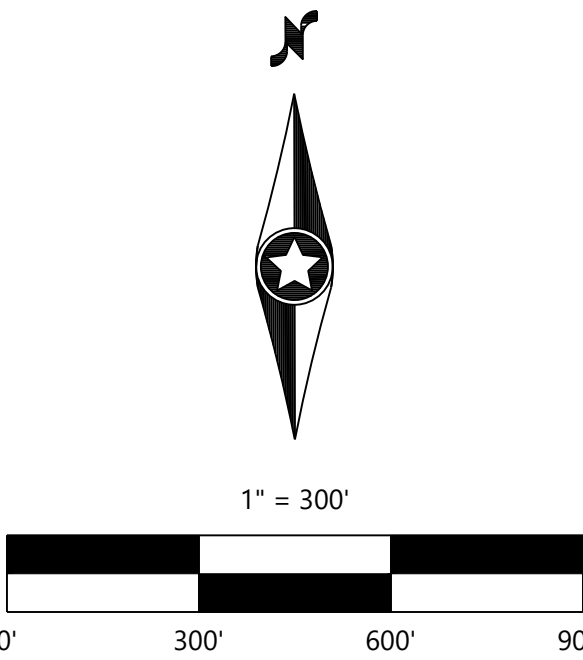
OVERSTORY DECIDUOUS STREET TREES		PREVIOUS ADD. OVERSTORY DECIDUOUS STREET TREES		FUTURE ADD. OVERSTORY DECIDUOUS STREET TREES	
BUFFER OVERSTORY DECIDUOUS TREES		PREVIOUS ADD. BUFFER OVERSTORY DECIDUOUS TREES		FUTURE ADD. BUFFER OVERSTORY DECIDUOUS TREES	
FUTURE YARD OVERSTORY DECIDUOUS TREES		PREVIOUS ADD. YARD OVERSTORY DECIDUOUS TREES		FUTURE ADD. YARD OVERSTORY DECIDUOUS TREES	
BUFFER EVERGREEN TREES		PREVIOUS ADD. BUFFER EVERGREEN TREES		FUTURE ADD. BUFFER EVERGREEN TREES	
SMALL OVERSTORY TREES		PREVIOUS ADD. SMALL OVERSTORY TREES		FUTURE ADD. SMALL OVERSTORY TREES	
EXISTING EVERGREEN TREE TO REMAIN					
EXISTING DECIDUOUS TREE TO REMAIN					

NATIVE SEEDING LEGEND

	MNDOT SOUTHERN TALLGRASS ROADSIDE (STR) SEED MIX TOTAL AREA (8.9 AC PHASE III GRADING)
	MNDOT WET DITCH (WD) SEED MIX TOTAL AREA (3.5 AC PHASE III GRADING)
	MNDOT MESIC INSLOPE (MI) SEED MIX TOTAL AREA (47.0 AC PHASE III GRADING)
	WET MEADOW S & W SEED MIX (24-271) TOTAL AREA (0.3 AC PHASE III GRADING)

* ALL DISTURBED AREAS TO BE SODDED UNLESS NOTED OTHERWISE
* TURF WITHIN R/W TO BE HYDROSEEDED.
* SEE CITY OF SHAKOPEE 3 YEAR NATIVE PLANT SEEDING & MAINTENANCE PLAN REQUIREMENTS BEFORE BEGINNING WORK.

LANDSCAPE CONTRACTOR SHALL ENSURE THAT TREES ARE INSTALLED WITH REQUIRED CLEARANCES AS STIPULATED IN THE LANDSCAPE NOTES ON SHEETS 45 & 51.



DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	CEL/EJK
HORIZONTAL SCALE:	300'
VERTICAL SCALE:	60' OR 30'

INITIAL ISSUE:	03/05/26
REVISIONS:	
01/22/26 UPDATE LOT NUMBERS RECORD PLANS	

PREPARED FOR:

FORESTAR
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

CORY MEYER
DATE: 03/05/26 LICENSE NO. 26971

HIGHVIEW PARK 6TH ADDITION
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minneapolis, MN 55433
Toll Free (888) 937-5150 westwoodsps.com
Westwood Professional Services, Inc.

**OVERALL FINAL
LANDSCAPE PLAN**

PROJECT NUMBER: 0033370.07 SHEET NUMBER: 46 OF 49 DATE: 03/05/26

Call 48 Hours before digging:

811 or call811.com
Common Ground Alliance

PLANT LEGEND

OVERSTORY DECIDUOUS STREET TREES		FUTURE ADD. OVERSTORY DECIDUOUS STREET TREES	
BUFFER OVERSTORY DECIDUOUS TREES		FUTURE ADD. BUFFER OVERSTORY DECIDUOUS TREES	
FUTURE YARD OVERSTORY DECIDUOUS TREES		FUTURE ADD. YARD OVERSTORY DECIDUOUS TREES	
BUFFER EVERGREEN TREES		FUTURE ADD. BUFFER EVERGREEN TREES	
SMALL OVERSTORY TREES		FUTURE ADD. SMALL OVERSTORY TREES	
PREVIOUS ADD. OVERSTORY DECIDUOUS STREET TREES		FUTURE ADD. EXISTING EVERGREEN TREE TO REMAIN	
PREVIOUS ADD. BUFFER OVERSTORY DECIDUOUS TREES		EXISTING EVERGREEN TREE TO REMAIN	
PREVIOUS ADD. YARD OVERSTORY DECIDUOUS TREES		EXISTING DECIDUOUS TREE TO REMAIN	
PREVIOUS ADD. BUFFER EVERGREEN TREES			
PREVIOUS ADD. SMALL OVERSTORY TREES			

NATIVE SEEDING LEGEND

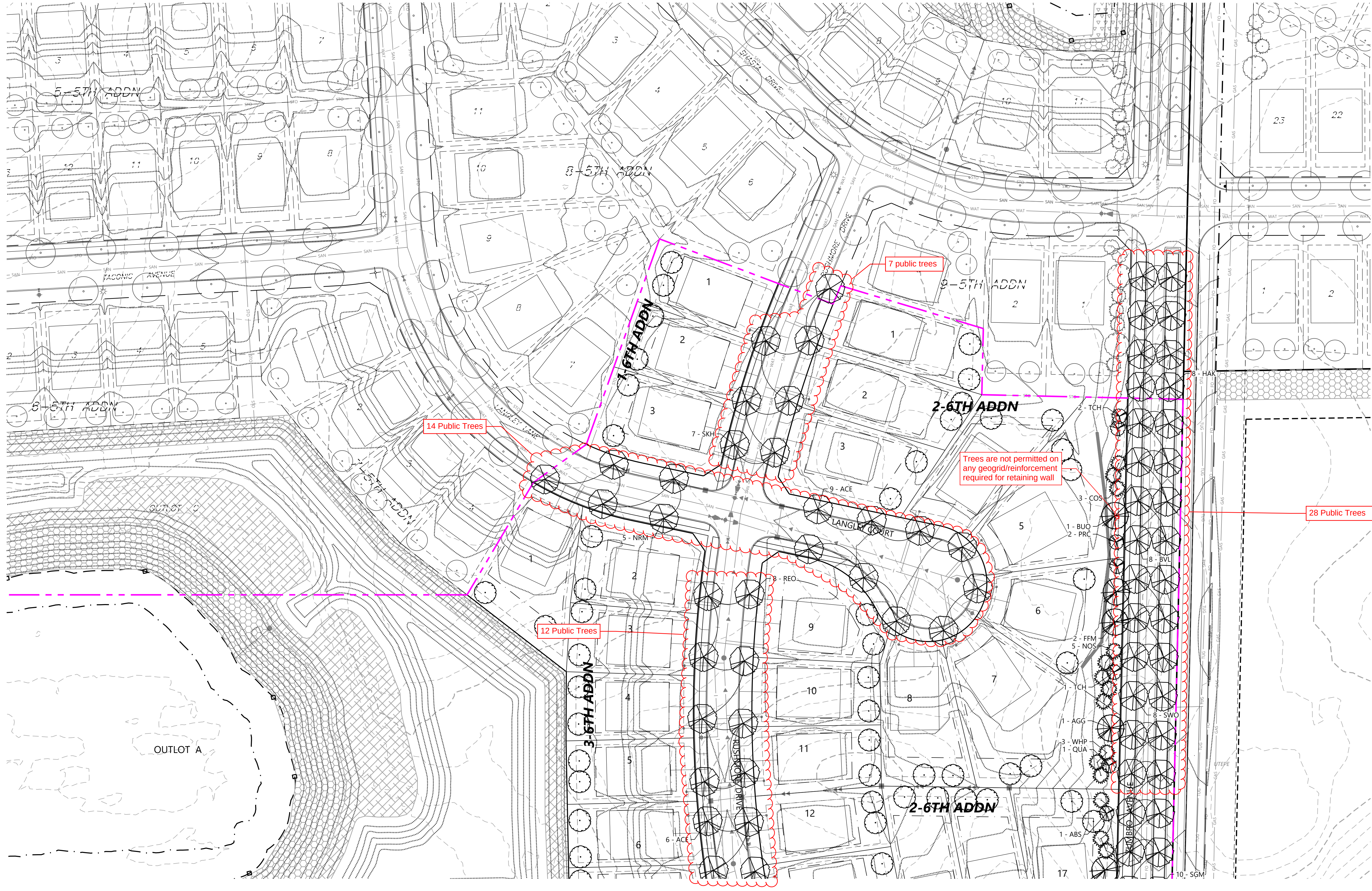
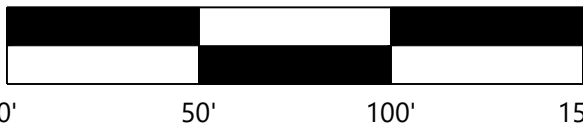
	MNDOT SOUTHERN TALLGRASS ROADSIDE (STR) SEED MIX TOTAL AREA (8.9 AC PHASE III GRADING)
	MNDOT WET DITCH (WD) SEED MIX TOTAL AREA (3.5 AC PHASE III GRADING)
	MNDOT MESIC INSLOPE (MI) SEED MIX TOTAL AREA (47.0 AC PHASE III GRADING)
	WET MEADOW S & W SEED MIX (34-271) TOTAL AREA (0.3 AC PHASE III GRADING)

* ALL DISTURBED AREAS TO BE SODDED UNLESS NOTED OTHERWISE
* TURF WITHIN R/W TO BE HYDROSEEDDED
* SEE CITY OF SHAKOPEE 3 YEAR NATIVE PLANT SEEDING & MAINTENANCE PLAN REQUIREMENTS BEFORE BEGINNING WORK.

LANDSCAPE CONTRACTOR SHALL ENSURE THAT TREES ARE INSTALLED WITH REQUIRED CLEARANCES AS STIPULATED IN THE LANDSCAPE NOTES ON SHEETS 45 & 51.



1" = 50'



DESIGNED:	RMB
CHECKED:	RMB
DRAWN:	CEL/EJK
HORIZONTAL SCALE:	50'
VERTICAL SCALE:	10' OR 5'
INITIAL ISSUE:	03/05/26
REVISIONS:	
01/22/26	UPDATE LOT NUMBERS RECORD PLANS

PREPARED FOR:

FORESTAR
20860 KENBRIDGE COURT, SUITE 100
LAKEVILLE, MINNESOTA 55044

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA
CORY MEYER
DATE: 03/05/26 LICENSE NO. 26971

HIGHVIEW PARK 6TH ADDITION
SHAKOPEE, MN

Westwood
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minneapolis, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

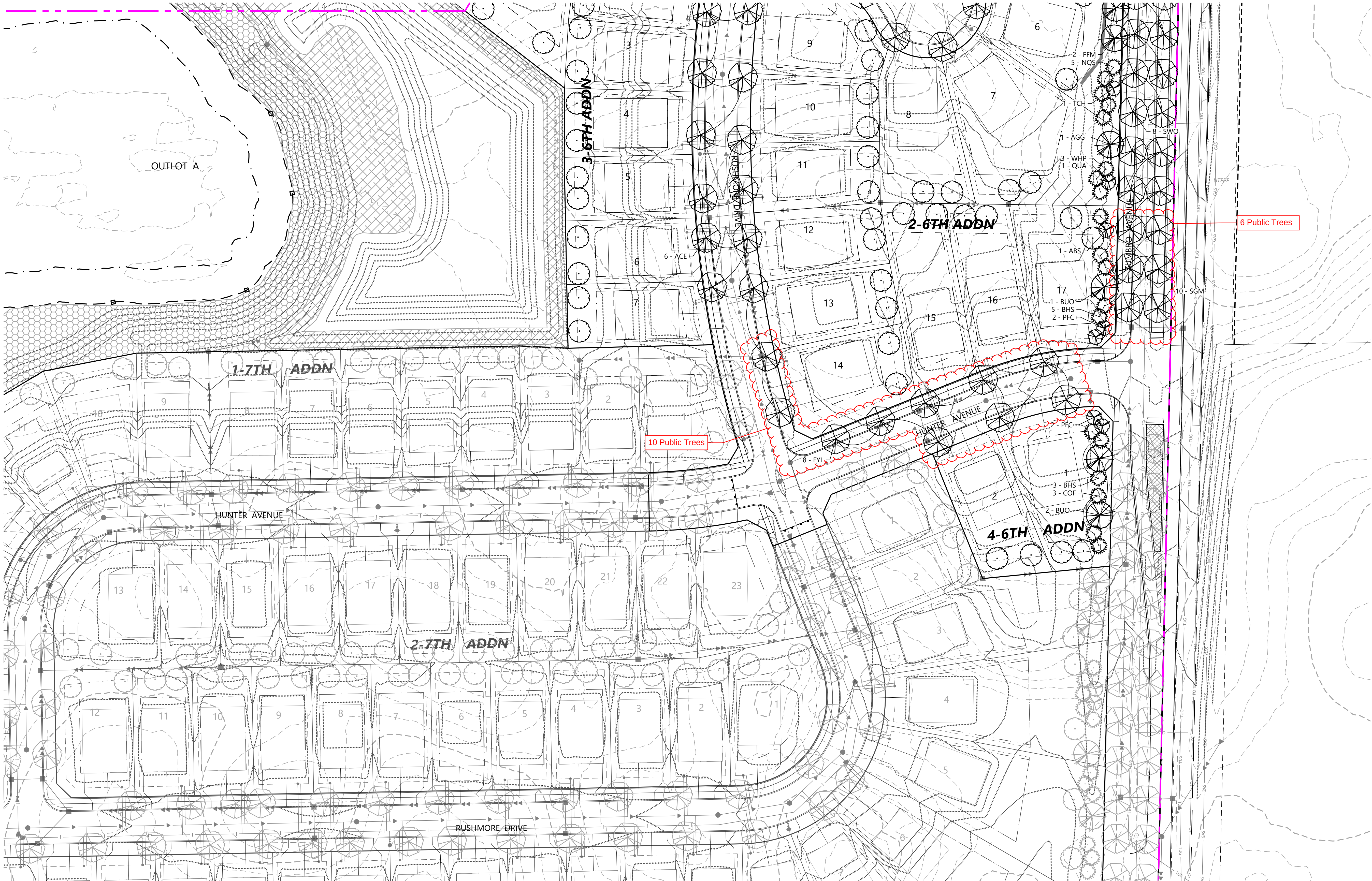
FINAL LANDSCAPE PLAN

PROJECT NUMBER: 0033370.07

SHEET NUMBER:

47 OF 49

DATE: 03/05/26



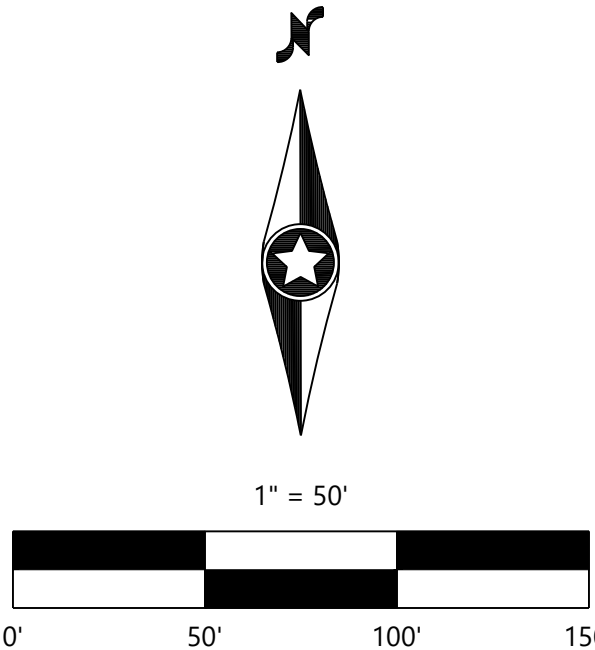
PLANT LEGEND

OVERSTORY DECIDUOUS STREET TREES		FUTURE ADD. OVERSTORY DECIDUOUS STREET TREES	
BUFFER OVERSTORY DECIDUOUS TREES		FUTURE ADD. BUFFER OVERSTORY DECIDUOUS TREES	
FUTURE YARD OVERSTORY DECIDUOUS TREES		FUTURE ADD. YARD OVERSTORY DECIDUOUS TREES	
BUFFER EVERGREEN TREES		FUTURE ADD. BUFFER EVERGREEN TREES	
SMALL OVERSTORY TREES		FUTURE ADD. SMALL OVERSTORY TREES	
PREVIOUS ADD. OVERSTORY DECIDUOUS STREET TREES		FUTURE ADD. EXISTING EVERGREEN TREE TO REMAIN	
PREVIOUS ADD. BUFFER OVERSTORY DECIDUOUS TREES		EXISTING DECIDUOUS TREE TO REMAIN	
PREVIOUS ADD. YARD OVERSTORY DECIDUOUS TREES			
PREVIOUS ADD. BUFFER EVERGREEN TREES			
PREVIOUS ADD. SMALL OVERSTORY TREES			

NATIVE SEEDING LEGEND

- NOTE: FULL SEEDING AREAS CAN BE FOUND IN THE PHASE III GRADING CONSTRUCTION SET.
- MNDOT SOUTHERN TALLGRASS ROADSIDE (STR) SEED MIX
TOTAL AREA (8.9 AC PHASE III GRADING)
 - MNDOT WET DITCH (WD) SEED MIX
TOTAL AREA (3.5 AC PHASE III GRADING)
 - MNDOT MESIC INSLOPE (MI) SEED MIX
TOTAL AREA (47.0 AC PHASE III GRADING)
 - WET MEADOW S & W SEED MIX (34-271)
TOTAL AREA (0.3 AC PHASE III GRADING)
- * ALL DISTURBED AREAS TO BE SODDED UNLESS NOTED OTHERWISE
* TURF WITHIN R/W TO BE HYDROSEEDDED
* SEE CITY OF SHAKOPEE 3 YEAR NATIVE PLANT SEEDING & MAINTENANCE PLAN REQUIREMENTS BEFORE BEGINNING WORK.

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DESIGNED: RMB
CHECKED: RMB
DRAWN: CEL/EJK
HORIZONTAL SCALE: 50'
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INITIAL ISSUE: 03/05/26
REVISIONS:
01/22/26 UPDATE LOT NUMBERS RECORD PLANS

PREPARED FOR:
FORESTAR
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FINAL LANDSCAPE PLAN

SHEET NUMBER:
48 OF **49**
DATE: 03/05/26
PROJECT NUMBER: 0033370.07

City of Shakopee
Memorandum

TO: Mark Noble, Senior Planner

FROM: Darin Manning, Project Engineer

SUBJECT: Final Plat – Highview Park Sixth Addition

PROJECT: PLAT-000368-2026

DATE: April 28, 2026

The staff review indicates a request to review a Final Plat application for Highview Park Sixth Addition. Highview Park Sixth Addition is located south of County Road 78 (130th Street West), west of Zumbro Avenue, east of County Road 69 (Old Brickyard Road), and north of County Road 14 (150th Street West).

This review should be considered preliminary, as more comments will follow with additional submittals. However, the Engineering Department offers the following comments at this time to the applicant and to the planning department:

The following items need to be addressed/completed prior to release of the Final Plat for recording:

1. Plan review and plat review redlined comments are attached to this memo and must be addressed and approved by the City Engineer.
2. Refer to Shakopee Public Utilities comments regarding watermain design and requirements.
3. Conduct a title search to identify and confirm any additional interests affecting the property.
4. Easements shall be shown on the Final Plat, subject to approval by the City Engineer, including but not limited to:
 - Verification of adequate drainage and utility easements for public sanitary sewer, storm sewer, and watermain systems.
 - Minimum easement widths shall comply with Section 10.1 A–D of the City of Shakopee Design Criteria.

5. Approval of the Final Plat does not constitute approval of the construction plans.
6. Execution of a Developer's Agreement, which needs to include provisions for a letter of credit or cash security equal to 125% of the estimated total cost of the improvements, plus 100 percent of the estimated costs of city inspection and administration.
7. Pay all applicable fees/charges listed below, as required by the most current City of Shakopee Fee Schedule.
 - Street and Utility Fee
 - Watermain Fee
 - Trunk Storm Water Charge
 - Trunk Sanitary Sewer Charge
 - Sign Installation Fee
 - Wetland Conservation Act Fees
 - Bituminous Sealcoat Fee
 - Storm Water Management Plan Review Fees
8. The Developer shall either construct Zumbro Avenue to the southern plat boundary or provide an escrow to the City for 62.5% of the estimated cost to extend Zumbro Avenue to the southern plat boundary. Costs shall include removals, grading, roadway and utility improvements, trail and sidewalks, street lighting, median extension, landscaping (including trees), and final restoration.
9. Irrigation along Zumbro Avenue adjacent to the Highview Park Development shall be installed by Forestar's contractor following completion of Zumbro Avenue construction.
10. Submit conservation easement for wetland located in Outlot A.
11. Final approval of the storm water management plan is required.
12. Lot 6, Block 2 includes a proposed driveway grade exceeding 10%. Driveway grades shall not exceed 10%. Revise and obtain approval prior to plat release.
13. Provide pretreatment prior to discharge into any storm water basin.
14. Zumbro Avenue shall be designed as a collector street (40 mph design speed) in accordance with State Aid standards.
15. Submit a temporary drainage and utility easement for Outlot B, which shall expire upon final platting of future development.
16. Provide electronic files (AutoCAD and PDF) of the Final Plat for recording, referenced to the Scott County coordinate system.

The following items need to be addressed/completed prior to approval of a grading permit, a street and utility plan and/or a building permit:

17. Submit a small utilities joint trench design and detail.
18. Tracked construction equipment shall not be operated on paved roadways. If damage or track marks occur, the affected roadway section shall be removed and replaced at the Developer's expense. Replacement limits shall extend the full width of the roadway from intersection to intersection, as determined by the City Engineer.
19. The contractor must submit a Construction Management Plan to the city prior to any construction activities.
20. Record plans need to be provided per the City of Shakopee Design Criteria, Section 2.5 and Section 11.2 (A-L). The record plans need to be certified and submitted to the engineering department. Provide a letter from the engineer of record certifying all improvements were constructed per approved plans and under the direct supervision of the engineer of record.

Recommendation

The Engineering Department recommends approval of the application subject to the conditions above being addressed/completed by the applicant.

MEMORANDUM

TO: Darin Manning, Project Engineer, PE

FROM: Lindsey Vugteveen, Water Resources-Environmental Technician

SUBJECT: Highview Park 6th Addition – Erosion Control Review Comments - 1

DATE: April 28th, 2026

This memo summarizes the erosion control review comments for Highview Park 6th Addition.

The following documents were submitted for review:

- 26-03-05 Highview Park 6th – U&S 0033370.07_v1, Dated 3/5/2026
- 26-03-19 0033370.04 Highview Park – Phase 3 Grading, Dated 3/19/2026

Erosion Control

1. The disturbance area is greater than 1 acre. An NPDES Construction Stormwater permit is required. Submit documentation that this permit has been obtained.
2. The disturbance area is greater than 1 acre. A SWPPP is required. Include a SWPPP in the plan set.
3. The SWPPP needs to be designed by a certified SWPPP Designer. Include certification credentials on the SWPPP.
4. Show biolog/perimeter BMP at back of curb in Erosion Control Plan.
5. It does not appear there is a vehicle tracking BMP shown on the Erosion Control Plan for the 6th Addition. Include one tracking BMP on the erosion control plans.



Shakopee City Council May 5, 2026

11.c

Agenda Item: Donation for Sauna and Scholarship Fund in Honor of Xavier Gillen
Prepared by: Kelsi McNutt, Parks and Recreation Director
Reviewed by:

Action to be considered:

Accept donation of \$12,500 from the Gillen Family

Motion Type:

Simple Majority

Background:

The City of Shakopee has received a generous donation of \$12,500 from the Gillen family in honor of Xavier Gillen. The Shakopee Community Center was a meaningful place for Xavier, where he spent a significant amount of time and built connections with the staff and community.

In recognition of Xavier's connection to the facility, The Gillen Family wishes a portion of the donation be used to support the remodel of the Dry Sauna, an amenity he particularly enjoyed. The Gillen family has also expressed a desire for part of the donation be used as seed money to establish a scholarship program that will assist individuals and families in accessing Shakopee Community Center memberships.

Recommendation:

Accept a donation in the amount of \$12,500 from the Gillen family, given in honor of Xavier Gillen, to support operations and improvements at the Shakopee Community Center.

Budget Impact:

The \$12,500 donation will offset a portion of the capital costs associated with the Dry Sauna remodel project at the Shakopee Community Center. The remaining funds will be allocated to establish a scholarship fund for Community Center memberships. There is no negative impact to the City's general fund. The donation enhances existing project

funding and supports the development of a new resource for community members to access the facility.

Attachments:

[Resolution 2026-075 - Sauna Donation.docx](#)

RESOLUTION NO. 2026-075

**A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA
ACCEPTING A MONETARY DONATION FROM THE GILLEN FAMILY.**

WHEREAS, on November 6, 2002, the City Council adopted Resolution No. 5794, which established procedure relating to the receipt of gifts and donations by the City; and

WHEREAS, Resolution No. 5794 specifies that donations of real property shall be accepted by resolution of the City Council, and shall require a two-thirds majority of the Council for acceptance; and

WHEREAS, the Gillen Family has generously given a monetary donation in the amount of \$12,500 to support the Parks and Recreation Department; and

WHEREAS, such donation will help support the Dry Sauna remodel project at the Shakopee Community Center and support the establishment of a scholarship fund to support expanded access to the Shakopee Community Center;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA, that the donations are gratefully accepted; and

FURTHER, the donation shall be used to support the Shakopee Community Center, consistent with the intent of the donor; and

FURTHER, the City staff is directed to send a letter to the donor, acknowledging receipt of the gift and expressing appreciation of the City Council.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota held this 5th Day of May 2026.

Matt Lehman
Mayor of the

City of Shakopee

ATTEST:

City Clerk



Shakopee City Council
May 5, 2026

12.a

Agenda Item: City Bill List
Prepared by: Becky Smith, Accounting Specialist
Reviewed by:

Action to be considered:

Review of City Bill List

Motion Type:

Informational only

Background:

The City Bill has been provided to the City Council.

Recommendation:

Review of City Bill List

Budget Impact:

N/A

Attachments:



Shakopee City Council May 5, 2026

12.b

Agenda Item: News and Announcements
Prepared by: Rick Parsons
Reviewed by:

Action to be considered:

No action, item is informational only.

Motion Type:

Informational only

Background:

Announcements and Upcoming Events:

- SandVenture Sale:
 - Friday, May 8, get 10% off season passes and punch cards online and at the Community Center all day! Pick up a scratch-off ticket in-person at the Community Center for a chance at even more discounts.
- Bark in the Park:
 - The Shakopee Parks and Recreation Department's annual Bark in the Park event will be happening in conjunction with the grand opening of the Marystown Canine Agility Park on Saturday, May 9, from 10:00 am - Noon. This free event will celebrate the official opening of Shakopee's newest dog park. Dogs are welcome, and encouraged, to attend with their owners as well!
- Shakopee Social District Open:
 - On May 1, 2026, the Shakopee Social District officially reopened for the season!

Recommendation:

Please review the information on upcoming news and announcements.

Budget Impact:

N/A.

Attachments: