



Shakopee City Council Regular Meeting

Tuesday, July 21, 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 Declare Surplus Equipment in Public Works
 - 5.b Authorize Final Acceptance and Payment for the 2025 SCADA System Expansion Project
 - 5.c Approve a Budget Amendment and Authorize Execution of a Change Order for the Lions Park Parking Lot Improvement Project
 - 5.d Firehouse Subs Public Safety Foundation's Quarterly Grant Award
 - 5.e Minnesota Department of Safety's DWI/Traffic Safety Officer Program Grant Application
 - 5.f Minnesota Department of Public Safety's Toward Zero Deaths Enforcement

Program Grant Application

- 5.g Approve a Cooperative Agreement with Scott County for the Marschall Road (CH 17) Trail Extension Project
- 5.h Approval of the July 7, 2026, City Council Minutes
- 5.i Scheduled Network Switch Replacement
- 5.j Approve Temporary Liquor Licenses for BHB2 LLC. dba Badger Hill Brewing.
- 5.k Approval of an updated Rhythm on the Rails Special Event Permit and Temporary Liquor License for the Shakopee Chamber of Commerce
- 5.l Approve On-Sale and Sunday Liquor Licenses for Valleyfair LLC. dba Valleyfair.

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. General Business

- 8.a Appeal of Decision by the Board of Adjustment and Appeals to Allow Dog Daycare and Boarding at 1424 Primrose Lane.
- 8.b Appeal of Revocation of Hotel License for American Group of Properties LLC (Baymont Hotel)

9. Reports

Liaison and Administration

- 9.a City Bill List

10. Other Business

11. Adjourn to August 4, 2026, at 7:00 pm



Shakopee City Council July 21, 2026

5.a

Agenda Item: Declare Surplus Equipment in Public Works
Prepared by: Bill Egan, Public Works Director
Reviewed by:

Action to be considered:

Declare certain vehicles and equipment as surplus (see attached list).

Motion Type:

Simple Majority

Background:

Certain vehicles and equipment within the Public Works Department have been replaced and are no longer being used. The attached inventory list includes vehicles and equipment which has been evaluated by the Public Works Equipment Committee and has been determined that the useful lives for city purposes have been expended. The vehicles and equipment are considered surplus and are recommended to be sold at auction.

Recommendation:

Approve the requested action.

Budget Impact:

Revenues from the sales will be deposited into the Equipment Internal Services Fund.

Attachments:

[2026 surplus list.xlsx](#)

Unit ID	VIN or Serial #	Description
SK1016	1GNSK2E04BR245638	2011 Chevy Tahoe
SK1019	1FM5K8AR6DGC73237	2013 Ford Explorer
SK1275	1FM5K8AR2HGC35445	2017 Ford Explorer
SK1075	1FTWF31586EC75048	2006 Ford F350
SK1238		467300499 2011 Bobcat FC200 flail mower
SK1080FM		431110037 2016 Seppi CF 22 Flail mower
SK1245	TRF96-1743	2013 Tiger 3pt Flail mower
SK1040	2GNFLFEK6G6301573	2016 Chevy Equinox

Miles

101924

107482

107913

75756

n/a

n/a

n/a

64553



Shakopee City Council July 21, 2026

5.b

Agenda Item: Authorize Final Acceptance and Payment for the 2025 SCADA System Expansion Project
Prepared by: Josiah Ferguson, Graduate Engineer
Reviewed by: Alex Jordan, City Engineer

Action to be considered:

Adopt Resolution R2026-108, accepting work on the 2025 SCADA System Expansion Project, Sewer-25-002, and authorize final payment of \$45,258.25 to Vinco, Inc.

Motion Type:

Simple Majority

Background:

On April 15, 2025, the City Council adopted Resolution R2025-049 accepting bids and awarding the contract for the 2025 SCADA System Expansion Project (Sewer-25-002) to Vinco, Inc.

All of the improvements have been constructed in accordance with the contract documents. Attached is the Certificate of Completion showing the original contract amount of \$315,200.00 with actual final costs of \$301,747.90. All required project documentation has been received and is compliant. The project will be closed out upon issuance of final payment to Vinco, Inc. in the amount of \$45,258.25

Recommendation:

Adopt Resolution R2026-108.

Budget Impact:

The total final project amount is \$397,129.30. The project is funded by the Sanitary Sewer Fund. The following table provides a summary of the costs and funding comparing the estimated amount based on bid award versus the final actual amounts.

	Estimate Based on Bid Award	Final Project Costs
Costs		
Construction Costs	\$315,200.00	\$301,747.90
Contingency	\$20,000.00	\$10,768.40
Subtotal	\$335,200.00	\$312,516.30
Eng/Admin/Legal	\$58,020.00	\$63,196.35
Archeological	\$23,750.00	\$21,416.65
Total Estimated Project Cost	\$416,970.00	\$397,129.30
Funding		
Sanitary Sewer Fund	\$375,000.00	\$375,000.00
Sanitary Sewer Fund remaining from L16 Levee Rehabilitation Project	\$41,970.00	\$22,129.30
Total Funding	\$416,970.00	\$397,129.30

The final contingency amount covered the cost of the electric connection by Shakopee Public Utilities which was not included in the project estimate at time of award.

Attachments:

[CERTIFICATE OF COMPLETION - 2025 SCADA Expansion.docx](#)

[Resolution_R2026-108_REVISED.docx](#)

CERTIFICATE OF COMPLETION

CONTRACT NO(S): SEWER-25-002,

DATE: July 15, 2026

PROJECT DESCRIPTION: 2025 SCADA System Expansion

CONTRACTOR: Vinco, Inc.
PO Box 907
Forest Lake MN, 55025

ORIGINAL CONTRACT AMOUNT \$ 315,200.00

QUANTITY CHANGE AMOUNT \$ -/-

CHANGE ORDER NO. 1 THRU NO. 2 AMOUNT \$ -(13,452.10)

FINAL CONTRACT AMOUNT \$ 301,747.90

LESS PREVIOUS PAYMENTS \$ 256,489.65

FINAL PAYMENT \$ 45,258.25

I, hereby certify that the above described work was inspected under my direct supervision and that, to the best of my belief and knowledge, I find that the same has been fully completed in all respects according to the contract, together with any modifications approved by City Council. I, therefore, recommend above specified final payment be made to the above named Contractor.



Darin Manning

RESOLUTION R2026-108
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA ACCEPTING WORK
ON THE 2025 SCADA SYSTEM EXPANSION PROJECT, SEWER-25-002,

WHEREAS, pursuant to a written contract signed with the City of Shakopee on April 15, 2025, Vinco, Inc., has satisfactorily completed THE 2025 SCADA System Expansion Project in accordance with such contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: The work completed under said contract is hereby accepted and approved.

BE IT FURTHER RESOLVED AS FOLLOWS: The City Clerk and Mayor are hereby directed to issue a proper order for the final payment on such contract in the amount of \$45,258.25, taking the contractor's receipt in full.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 21st day of July 2026.

Mayor of the City of Shakopee

ATTEST:

City Clerk

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



Shakopee City Council July 21, 2026

5.c

Agenda Item: Approve a Budget Amendment and Authorize Execution of a Change Order for the Lions Park Parking Lot Improvement Project
Prepared by: Alex Enyi, Project Coordinator
Reviewed by: Alex Jordan, City Engineer

Action to be considered:

Approve a budget amendment and authorize staff to execute a change order for the Lions Park Parking Lot Improvement Project (PA-26-003; PR-26-002).

Motion Type:

Simple Majority

Background:

At its May 5, 2026 meeting, the City Council adopted Resolution R2026-068, accepting bids and awarding a contract to S.M. Hentges and Sons, Inc. for the Lions Park Parking Lot Improvements. The project 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.

Construction of the improvements began in June, starting with the parking lot expansion. During excavation, it was discovered that the in place soils beneath the expanded parking lot were not suitable for supporting the parking lot improvements. Multiple soil borings were collected and analyzed during the project design, which identified a topsoil layer varying in depth from seven to twelve inches. During construction however, the unsuitable soils ranged from two feet to four feet in certain areas. Those soils were required to be removed and replaced with a sand cushion to properly construct the parking lot. Additionally, during installation of the storm sewer and watermain improvements within the existing parking lot, unsuitable soils were discovered beneath the pavement. Due to these soils, the city expects to need to be perform more pavement patching than anticipated following milling of the pavement surface. This pavement patching will remove the underlying degraded pavements to allow for an overlay that will last its expected life.

Recommendation:

Approve the budget amendment.

Budget Impact:

The total amount of the budget amendment is \$60,000, increasing the total project cost from \$1,183,777.30 to \$1,243,777.30. The additional costs will be shared by the Park Asset Fund (\$23,000) and the Capital Improvement Fund (\$37,000). The amended Park Asset Fund budget matches the programmed funding amount in the adopted Capital Improvement Plan. The additional CIF budget will be allocated from cost savings realized from 2026 city projects.

Attachments:



Shakopee City Council July 21, 2026

5.d

Agenda Item: Firehouse Subs Public Safety Foundation's Quarterly Grant Award
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-103, accepting the Firehouse Subs Public Safety Foundation's 2026 quarterly grant award and authorizing the City Administrator to execute the necessary contracts and agreements applicable to accepting this award.

Motion Type:

Simple Majority

Background:

At its October 7th, 2025 meeting, Council approved the application to the Firehouse Subs Public Safety Foundation Quarterly Grant Program. The Firehouse Subs Public Safety Foundation provides grants quarterly to local public safety organizations, nonprofits, and schools to support their communities by creating lifesaving impacts. The Firehouse Subs Safety Foundation grant has been awarded for 5 AEDs and 5 AED Training Units to be provided via direct vendor purchase or grant funding.

Recommendation:

Adopt Resolution R2026-103.

Budget Impact:

A 0% match is required.

Attachments:

[Resolution R2026-103 AWARD.docx](#)

[Resolution R2025-110.pdf](#)

RESOLUTION R2026-103
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION'S
QUARTERLY GRANT PROGRAM GRANT AWARD AGREEMENT

WHEREAS, the City of Shakopee applied to the Firehouse Subs Public Safety Foundation's Quarterly Grant Program, previously approved via Resolution R2025-110 on 7th day of October 2025, and

WHEREAS, the grant is to provide AED and AED training equipment for the Fire Department, and

WHEREAS, the City of Shakopee was awarded the Firehouse Subs Public Safety Foundation grant for \$13,650.00 to be provided in equipment or funding, and

WHEREAS, the City of Shakopee recognized a 0% match is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: the City of Shakopee recognizes it has been awarded a grant by the Firehouse Subs Public Safety Foundation, agrees to accept the grant award and grant agreement for the above-referenced project, and authorizes the City Administrator to execute the necessary contracts and agreements applicable to accepting this award. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 21st day of July 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk

RESOLUTION R2025-110
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO SUBMIT FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION'S
QUARTERLY GRANT PROGRAM APPLICATION

WHEREAS, the City of Shakopee supports the application made to the Firehouse Subs Public Safety Foundation's quarterly grant program, and

WHEREAS, the application is to obtain funding for the purchase of lifesaving equipment and prevention education tools to be utilized by the Fire Department, and

WHEREAS, the City of Shakopee recognizes a 0% match is required.

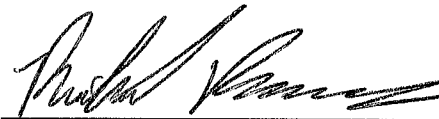
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by the Firehouse Subs Public Safety Foundation, the City of Shakopee agrees to accept the grant award and may enter into an agreement with Firehouse Subs Public Safety Foundation for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 7th day of October 2025.



Matt Lehman,
Mayor of the City of Shakopee

ATTEST:



Richard Parsons
City Clerk

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



Shakopee City Council July 21, 2026

5.e

Agenda Item: Minnesota Department of Safety's DWI/Traffic Safety Officer Program Grant Application
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-105, approving an application to the Minnesota Department of Public Safety's (MN DPS) DWI/Traffic Safety Officer (DWI/TSO) program grant.

Motion Type:

Simple Majority

Background:

The MN DPS's DWI/TSO program awards funding to law enforcement agencies to hire an officer to work during peak nights and times when data indicates impaired driving will most likely occur. While primarily seeking to detect and interdict impaired drivers, the DWI/TS Officer will also focus on the dangerous driving behaviors of speeding, distracted driving, and occupant protection.

The Shakopee Police Department has been awarded this grant annually since 2022, and is applying to continue receiving funding. The previous years' funding allowed the Shakopee PD to hire a DWI/TS Officer, but funding will end in September 2026. Data is currently being collected and will continue to be collected to analyze the effectiveness of the program. The funding will continue to be utilized to provide the officer's salary, benefits, and overtime relating to duties performed within the scope of this grant.

Recommendation:

Adopt Resolution R2026-105.

Budget Impact:

A 0% match is required.

Attachments:

[Resolution R2026-105.docx](#)

RESOLUTION R2026-105
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO SUBMIT THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY'S
DWI/TRAFFIC SAFETY OFFICER PROGRAM GRANT APPLICATION

WHEREAS, the City of Shakopee supports the application to the Minnesota Department of Public Safety's DWI/Traffic Safety Officer program grant.

WHEREAS, the application is to obtain funding to continue the employment of the DWI/Traffic Safety Officer position for one year, and

WHEREAS, the City of Shakopee recognizes a 0% match is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by MN Department of Safety, the City of Shakopee agrees to accept the grant award and may enter into an agreement with MN Department of Safety for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 21st day of July 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk



Shakopee City Council

July 21, 2026

5.f

Agenda Item: Minnesota Department of Public Safety's Toward Zero Deaths Enforcement Program Grant Application
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-104, approving an application to the Minnesota Department of Public Safety's (MN DPS) Toward Zero Deaths (TZD) Enforcement program.

Motion Type:

Simple Majority

Background:

The MN DPS's Office of Traffic Safety (OTS) has a mandate to promote the safety of those who use public roadways. The National Highway Traffic Safety Administration provides federal funding to the MN DPS's OTS to design and implement Minnesota's highway safety program to reduce traffic crashes and the deaths, injuries, and property damage resulting from those crashes to fulfill this mandate.

The City of Shakopee has been awarded this grant for the past several years, and the MN DPS TZD grant will provide funding to pay for all officer overtime while conducting traffic safety initiatives.

Recommendation:

Adopt Resolution R2026-104.

Budget Impact:

A 0% match is required.

Attachments:

[Resolution R2026-104.docx](#)

RESOLUTION R2026-104
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO SUBMIT A MINNESOTA DEPARTMENT OF PUBLIC SAFETY'S
TOWARD ZERO DEATHS ENFORCEMENT GRANT PROGRAM APPLICATION

WHEREAS, the City of Shakopee supports the application made to the Minnesota Department of Public Safety's Toward Zero Deaths Traffic Enforcement grant program, and

WHEREAS, the application is to obtain funding to provide officer overtime while conducting traffic safety initiatives focusing on reducing impaired driving, speeding, and traffic accidents while increasing seat belt usage, and

WHEREAS, each year the City enters into a cooperative agreement to continue to participate when funding is awarded; and

WHEREAS, the City of Shakopee recognizes a 0% match is required.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: if the City of Shakopee is awarded a grant by the Minnesota Department of Public Safety, the City of Shakopee agrees to accept the grant award and may enter into an agreement with Minnesota Department of Public Safety for the above-referenced project. The City of Shakopee will comply with all applicable laws, requirements, and regulations as stated in the grant agreement.

Adopted in the regular session of the City Council of the City of Shakopee, Minnesota, held this 21st day of July 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk



Shakopee City Council July 21, 2026

5.g

Agenda Item: Approve a Cooperative Agreement with Scott County for the Marshall Road (CH 17) Trail Extension Project
Prepared by: Micah Heckman, Assistant City Engineer
Reviewed by: Alex Jordan, City Engineer

Action to be considered:

Approve a Cooperative Agreement with Scott County for the Construction and Maintenance of a multi-use trail along the west side of Marshall Road (County Highway 17) from 17th Avenue (County Highway 16) to approximately 800 feet south of 17th Avenue.

Motion Type:

Simple Majority

Background:

The Scott County adopted Transportation Capital Improvement Plan programs the construction of an eight-foot wide multi-use trail on the west side of Marshall Road (County Highway 17) from 17th Avenue (County Highway 16) to approximately 800 feet south of 17th Avenue. The improvements are proposed to address a gap in the county trail system. Scott County is in the process of preparing plans and specifications for the improvements and construction is planned for fall 2026.

The Cooperative Agreement will establish the cost participation and maintenance responsibilities for the improvements. Scott County and the City will share maintenance responsibilities while snow removal will be done at our discretion.

Recommendation:

Approval of the Agreement

Budget Impact:

The City's share of the project costs is estimated to be \$61,119.51, which is calculated based upon 50% of the final actual construction costs of the trail improvements, including engineering. This project is included in the adopted 2026-2030 CIP with funds allocated from the Capital Improvement Fund.

Attachments:

COOPERATIVE AGREEMENT

THIS AGREEMENT, by and between the **County of Scott**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "**County**" and the **City of Shakopee**, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "**City**".

RECITALS:

- A. County has programmed plans to complete a trail gap along a portion of County Highway (CH) 17 from CH 16 to 825 feet south, County Project (CP) 17-41. The plans include construction of an eight-foot-wide bituminous trail, concrete walk, and concrete curb replacement, together referred to as the "Project".
- B. The above-described Project lies within the corporate limits of the City.
- C. City supports the planned Project and is willing to cooperate with County to complete the Project and share costs related to the Project.
- D. The Scott County Cost Participation Policy states the City and the County will split equally the cost of the walk, trail, and ADA improvements associated with all County-led projects and all pedestrian amenities, which apply to this Project.
- E. The County Engineer has prepared an estimate of the City's cost share for the Project in the sum of sixty-one thousand one hundred nineteen dollars and fifty-one cents (\$61,119.51) (Exhibit A).
- F. It is contemplated that the Project shall be carried out by the parties under the provisions of Minn. Stat. §162.17, subd. 1 and Minn. Stat. §471.59.

NOW, THEREFORE, in consideration of the mutual undertakings and agreement contained within this Agreement, the County and City hereby agree as follows:

1. **Incorporation**

The recitals set out above are hereby incorporated into this Agreement as if fully restated herein.

2. **Scope of Services**

- a. County shall advertise for bids for the work and construction of the aforesaid Project, receive and open bids pursuant to said advertisement and enter into a contract (Contract) with the successful bidder at the unit prices specified in the bid of such bidder, according to law in such case provided for counties. The Contract will include the plans and specifications prepared by the County or its agents, which plans and specifications are by this reference made a part hereof.
- b. County shall have overall authority to administer the Contract and inspect the construction of the Contract work for the Project. County shall have ultimate authority in initiating and determining change orders, supplemental agreements,

and final quantities. The City Engineer shall cooperate with the County Engineer and his staff at their request to the extent necessary but shall have no other responsibility for the supervision of the work.

- c. The County Engineer shall prepare monthly progress reports and furnish to the City upon request.

3. Payment

- a. It is specifically agreed that the estimate(s) mentioned in this Agreement is only a preliminary estimate of the cost for the work on the Project and that the unit prices set forth in the Contract and the final quantities as measured by the County Engineer shall govern in computing the total final construction cost for apportioning the cost of the Project according to the provisions of this section.
- b. Based upon the total final construction costs, the City shall reimburse the County fifty percent (50%) of the final actual construction costs of the Project.
- c. City further agrees to pay a 50% share of Engineering, and Contract Administration costs based on the actual costs of planning, design, environmental review, permits, preparation of bid, specifications and contract administration related to the Project.
- d. City shall, based on the Contract price, deposit with the Scott County Treasurer ninety-five percent (95%) of the estimated City's share of the construction, engineering, and administration costs as partial payment within thirty (30) days after award of Contract or execution of this Agreement, whichever is later. The final amount of the City's share of construction, engineering, and administration costs of the Project shall be determined upon completion of the Project and any amount remaining due to the County shall be reflected in the County's final, itemized statement of the Project costs submitted to the City. In the event the initial payment exceeds the City's share of these final costs, such overpayment shall be returned to the City by the County. County will submit an invoice to City for the payment due, and City shall pay all amounts due within thirty (30) days.

4. Ongoing Maintenance Items

- a. Future Modifications. County reserves the right not to issue any permits for a period of five (5) years after completion of the Project for any service cuts in the roadway surfacing of the County Highway included in the Project for any installation of underground utilities which would be considered as new work; service cuts shall be allowed for the maintenance and repair of any existing underground utilities.
- b. Pavement Striping and Markings. Initial pavement striping and markings shall be included as part of the Project. The County shall be responsible for all subsequent pavement striping and markings on its county roads as required after the initial work and shall be responsible for one hundred percent (100%) of the subsequent related costs. The City shall be responsible for all subsequent striping and markings on its city roads, including pedestrian markings across its City roadway intersection legs, as required after the initial work and shall be responsible for one hundred percent (100%) of the subsequent related costs.
- c. Snow and Ice Control. Upon completion of the Project, the City, at its expense and discretion, shall perform snow, ice, and debris removal on all trails and sidewalks constructed with the Project.

- d. Trail Maintenance. All future maintenance costs of Trail improvements constructed under this Agreement will be shared equally between the County and City regardless of which party performs the maintenance work. Either party can initiate and complete such maintenance work with notice given to the other party. Upon completion of such work the initiating party will invoice the other for fifty percent (50%) of the actual total cost. The preventative maintenance on trails constructed with this project, including sealcoating, will be cost shared equally between the County and City with County administering the process.
- e. A future County Global Maintenance Agreement, upon execution, may supersede maintenance responsibilities stated in this Agreement.

5. Effective Date of Contract

This Agreement shall be effective upon execution by all parties to the Agreement.

6. Term of Contract

This Agreement will terminate upon County's project completion and close out, provided that the Ongoing Maintenance section shall survive the Agreement termination.

7. Authorized Agents

The Parties shall appoint an authorized agent for the purpose of administration of this Agreement. City is notified of the authorized agent of County as follows:

Nathan Thomas, or his successor
Highway Division Program Manager
Scott County Transportation Services
200 Fourth Avenue West
Shakopee, MN 55379
(952) 496-8479
nthomas@co.scott.mn.us

The County is notified the authorized agent for City is as follows:

Alex Jordan, or his successor
City Engineer
City of Shakopee
485 Gorman Street
Shakopee, mN 55379
(952) 233-9361
ajordan@shakopeemn.gov

8. County and State Audit

Pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the County and City pursuant to this Agreement shall be subject to examination by the County, City and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by the County and City for a minimum of six (6) years following termination of this Agreement for such auditing purposes. The retention period shall be automatically extended during the

course of any administrative or judicial action involving the County or the City regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County or City notifies each party in writing that the records no longer need to be kept.

9. Liability and Indemnity

- a. Neither party, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to the other party for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the described maintenance, restoration, repair or replacement work by the other party, or arising out of the negligence of any contractor under any contract let by the other party for the performance of said work; and each party agrees to defend, save, keep and hold harmless the other, its officers, agents and employees harmless from all claims, demands, actions or causes of action arising out of negligent performance by its officers, agents or employees.
- b. It is further agreed that neither party to this Agreement shall be responsible or liable to the other or to any other person or entity for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each party further agrees to defend at its sole cost and expense and indemnify the other party for any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein. Each party's obligation to indemnify the other under this clause shall be limited in accordance with the statutory tort liability limitation as set forth in Minnesota Statutes Chapter 466 to limit each party's total liability for all claims arising from a single occurrence, including the other party's claim for indemnification, to the limits prescribed under §466.04. It is further understood and agreed that the Parties' total liability shall be limited by Minn. Stat. §471.59, Subdivision 1a. as a single governmental unit.
- c. It is further agreed that any and all employees of each party and all other persons engaged by a party in the performance of any work or services required or provided herein to be performed by the party shall not be considered employees, agents or independent contractors of the other party, and that any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged shall be the sole responsibility of the employing party and shall not be the obligation or responsibility of the other party.

10. Insurance

Since each party is a political subdivision of the State of Minnesota, each party shall maintain a program of self-insurance or insurance covering general liability and

automobile liability coverage protecting itself, its officers, agents, employees and duly authorized volunteers against any usual and customary public liability claims to the limits prescribed under Minn. Stat. Sec. 466.04 and Workers' Compensation in accordance with the Minnesota statutory requirements. Said coverage shall be kept in effect during the entire term of this Agreement.

11. Data Practices

All records kept by the City and the County with respect to the Project shall be subject to examination by the representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the activities of the County or City pursuant to this Agreement shall be governed by Minnesota Statutes Chapter 13, as amended, and the Minnesota Rules implementing such Act now in force or hereafter adopted.

12. Equal Employment and Americans with Disabilities

In connection with the work under this Agreement, City agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this Agreement, City certifies that it has been made fully aware of Scott County's Equal Employment Opportunity and Americans With Disabilities Act Policies, that it supports these policies and that it will conduct its own employment practices in accordance therewith. Failure on the part of City to conduct its own employment practices in accordance with County Policy may result in the withholding of all or part of regular payments by the County due under this Agreement unless or until City complies with the County policy, and/or suspension or termination of this Agreement.

13. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder shall be those courts located with the County of Scott, State of Minnesota. Litigation, however, in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota.

14. Changes/Amendments

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement, or according to other written policies of the original parties.

15. Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the

other party.

16. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and City relating to the subject matter hereof.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed intending to be bound thereby.

CITY OF SHAKOPEE

By _____
Matt Lehman, Mayor

And _____
William H. Reynolds, City Administrator

Date _____

Date _____

COUNTY OF SCOTT

By _____
Lezlie Vermillion, County Administrator

Date _____

Upon proper execution, this agreement will be legally valid and binding.

RECOMMEND FOR APPROVAL:

By _____
Jeanne Andersen, Assistant County Attorney

By _____
Anthony J. Winiecki, County Engineer

Date _____

Date _____

EXHIBIT A

Division of Cost Summary

Project Construction Costs & Engineering/Administration Services to be shared 50% with the City of Shakopee

Estimated Costs - CH 17 Trail Project (CP 17-41)

Construction Costs				
Item	Est. Quant.	Unit	Unit Price	Amount
MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00
CLEARING & GRUBBING	1	LS	\$ 5,000.00	\$ 5,000.00
SALVAGE SIGN	1	EACH	\$ 20.00	\$ 20.00
REMOVE CURB & GUTTER	74	LIN FT	\$ 16.00	\$ 1,184.00
SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	38	LIN FT	\$ 6.00	\$ 228.00
REMOVE FENCE	338	LIN FT	\$ 4.00	\$ 1,352.00
REMOVE BITUMINOUS PAVEMENT	1809	SQ FT	\$ 0.75	\$ 1,356.75
SELECT GRANULAR EMBANKMENT (CV)	264	CU YD	\$ 25.00	\$ 6,600.00
COMMON EXCAVATION (CV)	830	CU YD	\$ 15.00	\$ 12,450.00
COMMON EMBANKMENT (CV)	661	CU YD	\$ 4.00	\$ 2,644.00
AGGREGATE BASE (CV) CLASS 5	151	CU YD	\$ 50.00	\$ 7,550.00
BITUMINOUS SEAL COAT - TRAIL	708	SQ YD	\$ 2.75	\$ 1,947.00
TYPE SP 9.5 WEARING COURSE MIX (2;B)	120	TON	\$ 110.00	\$ 13,200.00
6" CONCRETE WALK	561	SQ FT	\$ 10.00	\$ 5,610.00
CONCRETE CURB AND GUTTER	74	LIN FT	\$ 40.00	\$ 2,960.00
TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
INSTALL SIGN	1	EACH	\$ 20.00	\$ 20.00
STORM DRAIN INLET PROTECTION	6	EACH	\$ 150.00	\$ 900.00
SILT FENCE; TYPE MS	105	LIN FT	\$ 2.50	\$ 262.50
SEDIMENT CONTROL LOG TYPE STRAW	1815	LIN FT	\$ 3.50	\$ 6,352.50
TEMPORARY EROSION CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
SOIL BED PREP	0.5	ACRE	\$ 275.00	\$ 137.50
FERTILIZER TYPE 3	100	POUND	\$ 1.25	\$ 125.00
ROLLED EROSION PREVENTION CAT 20	2378	SQ YD	\$ 2.00	\$ 4,756.00
SEEDING	0.5	ACRE	\$ 300.00	\$ 150.00
SOUTHERN BOULEVARD SEED MIX	80	POUND	\$ 4.00	\$ 320.00
Total Estimated Construction Costs				\$ 110,125.25
50% of Total Estimated Construction Costs				\$ 55,062.63
Contract Work Percentage Costs				
Engineering/Design - Five Percent (5%)				\$ 2,753.13
Contract Administration - Three Percent (3%)				\$ 1,651.88
Construction Inspection - Three Percent (3%)				\$ 1,651.88
Total Estimated Contract Work Percentage Costs				\$ 6,056.89
ESTIMATED GRAND TOTAL				\$ 61,119.51



Shakopee City Council July 21, 2026

5.h

Agenda Item: Approval of the July 7, 2026, City Council Minutes
Prepared by: Rick Parsons
Reviewed by:

Action to be considered:

Approve the July 7, 2026, City Council minutes

Motion Type:

Simple Majority

Background:

N/A

Recommendation:

Approve the July 7, 2026, City Council minutes.

Budget Impact:

N/A

Attachments:

[07/07/2026 City Council Minutes](#)



City Council

City Hall
485 Gorman Street
Shakopee, MN, 55379

Tuesday, July 7, 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

Council Member Whiting made a motion to approve the agenda with the modification of adding item 4.a) Legislative Overview from Representative Bakeberg, and moving the Elections Update from Scott County to item 4.b), second by Council Member Contreras and the motion passed. 5 - 0

4.a) Legislative Overview from Representative Bakeberg

4.b) Elections Update from Scott County

5) Approval of Agenda

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

6) Consent Agenda

6.a) Authorize Final Acceptance and Payment for Phase II of the Downtown ADA, Lighting and Tree Rehab Improvement Project

6.b) Approve an Agreement with the Metropolitan Council to participate in the 2026 Community-Assisted Monitoring Program (CAMP) for water quality sampling

6.c) Accept Minnesota State Fire Marshal's MN Fire Department Turnout Gear Washer, Extractor, Dryer Grant Award

6.d) Approve a Gambling Premises Permit for Climb Theatre Inc.

6.e) Resolution moving City Council and EDA meeting from August 5 to August 4, 2026

6.f) Purchase Thermal Imaging Cameras

6.g) Approve a Tobacco License for Schwaesdall Pub LLC. dba Arnie's

6.h) Parks and Recreation Premier Sponsorship -Metropolitan Dance Alliance

6.i) AED Donation from the Hearts on Duty Program

6.j) Approval of the June 16, 2026, City Council Minutes

6.k) Disposal of Police Department Surplus Property

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

7) Public Comment

8) Business removed from consent agenda

9) Recess for Economic Development Authority Meeting

Council Member Contreras made a motion to recess to the EDA Meeting, second by Council Member DuLaney and the motion passed. 5 - 0

10) Reconvene

11) Reports

11.a) City Bill List

11.b) News and Announcements

12) **Other Business**

13) Adjourn to July 21, 2026, at 7:00 pm

Council Member Lara made a motion to adjourn to July 21, 2026, at 7:00 pm, second by Council Member DuLaney and the motion passed. 5 - 0



Shakopee City Council

July 21, 2026

5.i

Agenda Item: Scheduled Network Switch Replacement
Prepared by: Andy Hutson, I.T. Director
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Approve the replacement of end-of-life network switches to maintain a secure, reliable, and resilient network infrastructure critical to city operations.

Motion Type:

Simple Majority

Background:

The City's network infrastructure relies on network switches to provide connectivity for all City operations. Several of these switches have reached the manufacturer's end-of-life (EOL) and end-of-support (EOS) milestones.

Once equipment reaches EOL/EOS status, the manufacturer no longer provides software updates, security patches, hardware replacement, or technical support. Continuing to operate unsupported equipment increases operational and cybersecurity risks and may affect the City's ability to maintain reliable services.

Recommendation:

Approval of the network switch quote.

Budget Impact:

The Information Technology (IT) Department budgets yearly for the replacement of equipment as it comes due. The cost of this replacement is \$28,934.42 with a request of up to a 10% contingency (\$2,893) for any additional unforeseen components that may be required to complete this project. The pricing from this vendor comes from the State of Minnesota contract with Cisco. This project will be paid for from the IT Fund.

Attachments:

[Network Switches - LogisHeartland.pdf](#)

SR-0034784/Logis-Shakopee Switches

Quote #414084 v1

Prepared For:

LOGIS

 Lori Hackett
 5750 Duluth St.
 Golden Valley, MN 55422

 P: (763) 543-2606
 E: lhackett@logismn.gov

Prepared by:

Minneapolis Area Office

 Luke Possis
 605 US-169
 Minneapolis, MN 55441

 P: 952-715-2929
 E: lpossis@hbs.net

Date Issued:

07.08.2026

Expires:

08.06.2026
Public Contract Vehicles

 Cisco - #260552 - MN
 Total Discount off list = 54.75%
 SR-0034784

Hardware/Software		Price	Qty	Ext. Price
C9300X-12Y-A	Catalyst 9300X 12x25G Fiber Ports, modular uplink Switch	\$11,916.29	2	\$23,832.58
TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	2	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	2	\$0.00
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$688.00	2	\$1,376.00
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	4	\$0.00
C9300-SSD-NONE	No SSD Card Selected	\$0.00	2	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	2	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	2	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	2	\$0.00
C9300X-NM-NONE	Catalyst 9300 No-Network Module Selection	\$0.00	2	\$0.00
C9300-STACK-NONE	No Stack Cable Selected	\$0.00	2	\$0.00
C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	2	\$0.00
C9300X-DNA-12Y-A	C9300 DNA Advantage, Term License	\$0.00	2	\$0.00
C9300-DNA-L-A-5Y	DNA Advantage 5 Year License	\$1,862.45	2	\$3,724.90
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	2	\$0.00
TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	2	\$0.00
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	2	\$0.00
D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	2	\$0.00

Hardware/Software		Price	Qty	Ext. Price
C9300X-NW-A-12	C9300 Network Advantage, 12-port license	\$0.00	2	\$0.00
C9000-HSEC	U.S. Export Restriction Compliance license for Catalyst 9000	\$0.47	2	\$0.94
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	2	\$0.00
SC9300UK9-1718	CAT9300/9400/9500/9600 UNIVERSAL	\$0.00	2	\$0.00
C9300X-NM-BLANK	Catalyst 9300 Network Module Blank Module	\$0.00	2	\$0.00
Subtotal:				\$28,934.42

Non-Returnable/Non-Refundable Language

Cisco/Meraki Note:

All new Cisco and Meraki orders submitted for hardware, and any attached software, will be non-cancellable and cannot be modified starting 45 days prior to the current estimated ship date. Meraki license-only orders are not impacted by this policy change. Non-cancellable orders are not eligible for RMA credit and are not eligible for an RMA exception.

Quote Summary		Amount
Hardware/Software		\$28,934.42
Total:		\$28,934.42

This Quote does not include any federal or state prevailing wage rates, unless specifically noted. If this project requires compliance with any federal or state prevailing wage laws, the customer must immediately notify Heartland in writing prior to acceptance so that Heartland can provide an updated Quote. Any modifications made after the project commencement will result in additional charges and delays.

This quote may not include applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges. Final applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice, and may be changed by HBS at any time up until shipment. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2022.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2026.v1.0

Acceptance

Minneapolis Area Office

LOGIS

Luke Possis

Signature / Name

07/08/2026

Date

Lori Hackett

Signature / Name

Initials

Date



Shakopee City Council July 21, 2026

5.j

Agenda Item: Approve Temporary Liquor Licenses for BHB2 LLC. dba Badger Hill Brewing.
Prepared by: Heidi Emerson, Deputy City Clerk
Reviewed by:

Action to be considered:

Approve temporary liquor licenses for BHB2 LLC. dba Badger Hill Brewing for events being held at their production facility, located at 4571 Valley Industrial Boulevard South #500.

Motion Type:

Simple Majority

Background:

BHB2 LLC. dba Badger Hill Brewing has submitted applications for temporary liquor licenses for events they are holding at their production facility located at 4571 Valley Industrial Boulevard South #500. The date of the events are as follows:

July 25, 27, 28, 29, 30 and 31st
August 3, 4, 5, 8 and 9th

The applications are in order, and the fees have been paid.

Recommendation:

Approve the above requested motion.

Budget Impact:

N/A

Attachments:



Shakopee City Council July 21, 2026

5.k

Agenda Item: Approval of an updated Rhythm on the Rails Special Event Permit and Temporary Liquor License for the Shakopee Chamber of Commerce
Prepared by: Heidi Emerson, Deputy City Clerk
Reviewed by:

Action to be considered:

Approve an updated Rhythm on the Rails Special Event Permit and Temporary Liquor License for the Shakopee Chamber of Commerce for August 5, 2026.

Motion Type:

Simple Majority

Background:

The Shakopee Chamber of Commerce has applied for an updated special event permit and temporary liquor license to add an event on August 5, 2026. This additional date is the makeup date for the event that was canceled on June 17, 2026, due to weather.

Recommendation:

Approve the above requested motion.

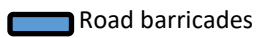
Budget Impact:

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

Attachments:

[Map of Downtown Barricades](#)

Barriers for downtown Events



65—Pivot



Sidewalk Barricades

13—NON —Pivot



Store Barricades for the evening —bring cones down to place around barriers in the stored areas

PD will take care of the lights on the barriers



Arm to move Pivot barriers before, during and after event

Two with PD/Fire Two with the Chamber



Shakopee City Council July 21, 2026

5.I

Agenda Item: Approve On-Sale and Sunday Liquor Licenses for Valleyfair LLC. dba Valleyfair.
Prepared by: Heidi Emerson, Deputy City Clerk
Reviewed by:

Action to be considered:

Approve on-sale and Sunday liquor licenses for Valleyfair LLC. dba Valleyfair, located at 1 Valleyfair Drive.

Motion Type:

Simple Majority

Background:

Staff has received on-sale and Sunday liquor license applications for Valleyfair LLC. dba Valleyfair, located at 1 Valleyfair Drive. The applications are in order, and the fees will be required to be paid prior to issuance of the licenses.

The Police Department performed 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 July 21, 2026

8.a

Agenda Item: Appeal of Decision by the Board of Adjustment and Appeals to Allow Dog Daycare and Boarding at 1424 Primrose Lane.
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski, Planning & Development Director

Action to be considered:

Approve Resolution

Motion Type:

Simple Majority

Background:

In 2025, the City Council adopted amendments to the Home Occupation Ordinance allowing limited dog daycare and boarding businesses to operate within residential neighborhoods under an annual Home Occupation Permit. The ordinance was developed to balance the ability of residents to operate small home-based businesses while protecting the character of residential neighborhoods through objective operational standards and ongoing City oversight.

The ordinance establishes specific standards regulating the operation of home-based dog daycare and boarding businesses, including limitations on the number of animals, parking, outdoor activity, fencing, annual inspections, annual licensing, and compliance with nuisance and noise regulations.

Allison Neustadter submitted an application to operate Barks, Belly Rubs, and Beyond Pet Sitting from her residence at 1424 Primrose Lane.

During the administrative review process, neighboring property owners submitted written comments expressing concerns regarding barking, traffic, parking, odors, neighborhood character, and other potential impacts associated with the proposed business. Because objections were received, staff denied the application.

The applicant appealed the administrative decision to the Board of Adjustment and Appeals (BOAA).

Following a duly noticed public hearing, the BOAA considered testimony from City staff, the applicant, and neighboring property owners. After reviewing the evidence, the BOAA

unanimously voted 6-0 to overturn the staff decision and approve the Home Occupation Permit.

Two neighboring property owners subsequently appealed the BOAA decision to the City Council.

The City Council is acting as an appellate body in reviewing the BOAA decision.

The Council is not conducting a new permit review or determining whether individual Council Members would independently approve or deny the application. Rather, the Council's responsibility is to determine whether:

- the BOAA correctly interpreted and applied the Home Occupation Ordinance;
- the BOAA acted within its authority;
- the BOAA's decision is supported by substantial evidence contained within the administrative record; and
- the BOAA's decision was arbitrary, capricious, unreasonable, or contrary to law.

If the Council finds the BOAA properly applied the ordinance and its decision is supported by substantial evidence, the BOAA decision should be upheld.

The Home Occupation Ordinance establishes objective approval standards for home occupations. Unlike a Conditional Use Permit or Planned Unit Development, approval of a Home Occupation Permit is not based upon broad discretionary findings regarding compatibility with surrounding properties. Instead, the ordinance establishes measurable standards that an applicant must satisfy. Importantly, the ordinance provides that an application meeting the required standards shall be approved.

The ordinance regulates, among other things: the maximum number of dogs permitted; hours of operation; outdoor activity; fencing; parking; employees; exterior appearance; storage; annual inspections; annual licensing; and compliance with nuisance, noise, and animal control regulations.

These standards provide the framework for evaluating the application.

Evidence Before the BOAA

The BOAA considered testimony from City staff, the applicant, and neighboring property owners. Neighbors expressed concerns regarding:

- barking;
- increased traffic;

- parking availability;
- odors;
- impacts on neighborhood character;
- property values; and
- concerns that the business could expand in the future.

Staff believes these concerns were genuine and were appropriately considered by the BOAA.

The applicant explained how the business would operate and testified that the operation would comply with all applicable ordinance requirements. No evidence was presented demonstrating that the applicant exceeded any numerical limitation established by the ordinance or failed to satisfy any objective requirement contained within the Home Occupation Ordinance.

Compliance with the Ordinance

The record before the BOAA demonstrated that:

- the applicant resides at the property;
- the proposed operation complies with the maximum number of dogs permitted under the ordinance;
- required off-street parking is available;
- required fencing is provided;
- dogs will be housed primarily indoors;
- no outdoor kennels are proposed;
- the property complies with the physical standards established by the ordinance; and
- the permit remains subject to annual inspection and annual renewal.

Based upon the evidence presented, the BOAA concluded that the applicant satisfied the objective approval standards established by the Home Occupation Ordinance. Staff agrees with that conclusion.

The concerns expressed by neighboring property owners deserve careful consideration. However, the Home Occupation Ordinance intentionally establishes objective approval criteria rather than discretionary compatibility standards. The ordinance does not authorize denial simply because neighboring property owners oppose a proposed home occupation or believe future impacts may occur.

Rather, approval depends upon whether the applicant satisfies the objective standards established by the ordinance.

The Council should distinguish between evidence demonstrating noncompliance with the ordinance and speculation regarding possible future violations.

Although neighbors expressed concerns regarding barking, traffic, and other operational issues, those concerns do not establish that the applicant failed to satisfy the approval standards. The ordinance also contains significant enforcement mechanisms should problems arise after the permit is issued.

Approval of the Home Occupation Permit does not exempt the applicant from compliance with City regulations. The property remains subject to: nuisance regulations; barking regulations; noise regulations; parking regulations; animal control regulations; annual inspections; annual permit renewal; and permit suspension or revocation if violations occur.

Accordingly, approval of the permit does not prevent the City from taking enforcement action if the operation fails to comply with City Code.

BOAA Decision

Following its public hearing, the BOAA determined that:

- the applicant satisfied the objective requirements of the Home Occupation Ordinance; and
- concerns expressed by neighboring property owners did not establish that the ordinance standards had not been met; and
- future operational issues could be addressed through existing enforcement authority; and
- the Home Occupation Permit should therefore be approved.

The BOAA approved the application by a unanimous vote of 6-0.

Staff has reviewed the complete administrative record developed before the BOAA.

Although staff originally denied the application during the administrative review process, the BOAA subsequently considered additional testimony and determined that the applicant satisfied the objective approval standards established by the ordinance. After reviewing the complete record, staff concludes that the BOAA correctly interpreted and applied the Home Occupation Ordinance.

The BOAA's decision is supported by substantial evidence contained within the administrative record. The record does not demonstrate that the applicant failed to satisfy any mandatory approval criterion. Likewise, the record does not establish that the BOAA acted outside its authority or that its decision was arbitrary, capricious, unreasonable, or contrary to law.

Because the ordinance provides that qualifying applications shall be approved, staff concludes there is no factual or legal basis for the City Council to reverse the BOAA's decision.

Conclusion

The City Council's role in this appeal is limited to determining whether the BOAA properly interpreted and applied the Home Occupation Ordinance and whether its decision is supported by substantial evidence.

The record demonstrates that the applicant satisfied the objective approval standards established by the ordinance. While neighboring property owners expressed legitimate concerns regarding potential future impacts, those concerns do not establish that the applicant failed to comply with the ordinance.

The Home Occupation Permit remains subject to ongoing City oversight through annual licensing, nuisance enforcement, and permit revocation should violations occur.

Based upon the complete administrative record, staff concludes that the BOAA properly interpreted the ordinance, acted within its authority, and reached a decision supported by substantial evidence. Accordingly, staff recommends that the City Council uphold the decision of the BOAA.

Recommendation:

Approve Resolution R2026-107 Upholding the Decision by the Board of Adjustment and Appeals to Allow Dog Daycare and Boarding at 1424 Primrose Lane.

Budget Impact:

None

Attachments:

[Resolution R2026-107 for Appeal of Dog Daycare.pdf](#)
[Appeal Application](#)
[Additional Comments on Appeal from Applicant](#)
[Resolution_PC2026_016 - Approving.pdf](#)
[OCC-000369-2026 Staff Determination Letter.pdf](#)
[Home Occupaion Narrative_v1.pdf](#)
[RE Neighbor Permit Concerns.pdf](#)
[Site Plan_v1 \(2\)_v1.pdf](#)

RESOLUTION NO. R2026-107

A RESOLUTION OF THE CITY OF SHAKOPEE, UPHOLDING THE DECISION OF THE BOARD OF ADJUSTMENT AND APPEALS APPROVING A HOME OCCUPATION PERMIT FOR BARKS, BELLY RUBS, AND BEYOND PET SITTING LOCATED AT 1424 PRIMROSE LANE

WHEREAS, the City received an application from Allison Neustadter for a Home Occupation Permit to operate Barks, Belly Rubs, and Beyond Pet Sitting at 1424 Primrose Lane; and

WHEREAS, the application was reviewed pursuant to the Home Occupation provisions of the Shakopee City Code; and

WHEREAS, following administrative denial, the applicant appealed to the Board of Adjustment and Appeals; and

WHEREAS, after a duly noticed public hearing, the BOAA voted 6-0 to approve the permit; and

WHEREAS, neighboring property owners appealed the BOAA decision to the City Council; and

WHEREAS, the City Council reviewed the administrative record.

FINDINGS OF FACT

1. The City Council has jurisdiction to hear this appeal.
2. The City Council is acting in an appellate capacity.
3. The Council's responsibility is to determine whether the BOAA correctly interpreted and applied the ordinance and whether its decision is supported by substantial evidence.
4. The Home Occupation Ordinance establishes objective approval standards.
5. The ordinance provides that an application meeting those standards shall be approved.
6. The applicant demonstrated compliance with the objective requirements of the ordinance.
7. No evidence was presented demonstrating that the applicant failed to satisfy any mandatory approval criterion.
8. Neighboring property owners expressed concerns regarding barking, traffic, parking, odors, neighborhood character, property values, and future impacts.
9. The Council finds those concerns were sincerely expressed.
10. The Council further finds that those concerns do not establish that the ordinance standards have not been satisfied.
11. The permit remains subject to an annual license, nuisance enforcement, noise regulations, barking regulations, parking regulations, and revocation.
12. The BOAA correctly interpreted the ordinance.
13. The BOAA acted within its authority.

14. The BOAA's decision is supported by substantial evidence contained within the administrative record.
15. The BOAA's decision is not arbitrary, capricious, unreasonable, or contrary to law.
16. The City Council has independently reviewed the entire administrative record and concludes there is no factual or legal basis to reverse or modify the BOAA's decision.

CONCLUSIONS

1. The applicant satisfied the Home Occupation Ordinance.
2. The BOAA properly approved the permit.
3. The appeal should be denied.
4. The BOAA decision should be upheld.

NOW, THEREFORE, BE IT RESOLVED

The City Council of the City of Shakopee hereby:

1. Adopts these Findings of Fact and Conclusions.
2. Upholds and affirms the decision of the Board of Adjustment and Appeals approving the Home Occupation Permit for Allison Neustadter, doing business as Barks, Belly Rubs, and Beyond Pet Sitting, located at 1424 Primrose Lane.
3. Directs that the Home Occupation Permit remain subject to all provisions of the Shakopee City Code, including to an annual license, nuisance enforcement, noise regulations, barking regulations, parking regulations, and revocation.
4. Directs the City Clerk to provide a copy of this Resolution to the applicant and appellant.
5. Declares this Resolution to be the final decision of the City Council regarding this appeal.

Adopted by the City Council of the City of Shakopee this 21st day of July, 2026.

CITY OF SHAKOPEE

Mayor

ATTEST:

City Clerk

Appeal of application approval for 1424 Primrose Ln

1 message

Thu, Jun 11, 2026 at 10:08 AM

Appeal of application approval for 1424 Primrose Lane

1. Recent committee meeting of BOAA
 - Why were the neighbors objecting to the permit not at the meeting.
 - Email from city staff to neighbors of applicant stated
 - Meeting is **not** a public meeting and there is no guarantee if you attend that you will be allowed to speak. (why would I take the time to attend with these ambiguous & conflicting instructions. Not public, I assume I am the public)
 - Any information you want to provide to the committee should be submitted to Amanda Schwabe, staff will forward to committee members
2. Non-compliance issues; owner has been made aware of by neighbors of following:
 - dogs loose and not on a leash (in neighbor's garage) (picture submitted)
 - dogs relieving themselves in neighbor's yards
 - neighbors have communicated to owner about excessive dog barking
3. Owner/applicant has stated she has 2 jobs
 - how would this person be able to adequately monitor 6 dogs for noise / safety and at same time work 2 jobs? (2 personal dogs plus 4 more)
 - how is it possible to monitor & attend to the dogs when they are outdoors in the backyard when the owner might be on a conference call?
4. How often are the 6 dogs exercised
 - question was asked by council / planning person; how often do you walk the dogs.
 - the owner did not answer the question directly on walking dogs, only stated she monitors the dogs with cameras and video screens.
 - dog owners on the block walk their dogs frequently, almost daily as viewed by other homeowners. any walkers must use the street and are in plain sight.
 - I am retired for 2 years, live directly across the street and I have never observed any dog being walked by the dog boarding owner. *I can identify all the dog owners / walkers in the neighborhood and the type of dog they walk.
5. How are the neighbors expected to monitor non-compliance to nuisance issues and provide evidence / proof of non-compliance?
 - is this an intrusion on my privacy / rights if I must take time to watch & document noncompliance. is it fair to force this monitoring responsibility on neighbors
6. what are the legal requirements for the following
 - Business Owner: required to have insurance or bond for liability & risk to address any damage or harm caused to neighbors & property?
 - Pet Owner: required to have or recommended to have an insurance liability policy for any damage or harm caused to neighbors & property?
 - The following scenarios have been observed: people walking dogs have been

charged by other dogs in the neighborhood not on leash. small children have been charged by dogs and injured falling off bikes or scooters.

7. Shakopee City Council article from Star Tribune

- Shakopee is attempting to regulate at-home boarding businesses in response to a rash of gripes about canines barking at all hours
- The Shakopee Police Department received enough canine-related complaints over the last six months to fill 43 pages.

8. Financial Impact

- Searching Google AI on the impact to real estate prices near a at-home dog boarding business: Living next to an at-home dog boarding house can decrease nearby property values by an estimated 2% to 10%.
- The primary drivers of this depreciation are noise pollution from barking, traffic congestion from drop-offs, and lingering odors. In some states, real estate agents are legally required to disclose these nuisance factors to potential buyers
- I talked to a real estate agent about a dog boarding house across the street. Agent responded: "oh, that is not good". He had just sold a house in Shakopee and said that I could potentially sell my house for \$425k.
- Now instead of expecting to receive \$25,000 more from the sale of my house, I can now expect \$20-25K less than market average. (market average of area homes is app. \$400k @ 5% discount)
- can it be explained why neighbors must accept a reduction in values forced upon them by dog day care owners who will be increasing their income at the same time



Primrose Lane



Primrose Ln

Amanda Schwabe

From: [REDACTED]
Sent: Monday, June 15, 2026 12:30 PM
To: Amanda Schwabe; [REDACTED]
Cc: Michael Kerski
Subject: Re: APPL-000407-2026

Categories: New

hi all, to be clear on this point; this observation is not about the permit applicant and any dogs in their care currently. it is only what i have observed by other neighbors dogs to attest how dogs can be excited/anxious and cause unintended harm or nuisance.

- The following scenarios have been observed: people walking dogs have been charged by other dogs in the neighborhood not on leash. small children have been charged by dogs and injured falling off bikes or scooters.

regards,
[REDACTED]

RESOLUTION PC2026-016

A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA, REVERSING THE DENIAL OF A HOME OCCUPATION PERMIT FOR DOG DAYCARE AND BOARDING AT 1424 PRIMROSE LANE

WHEREAS, City of Shakopee staff administratively reviewed and denied a request from Allison Neustadter, owner of Barks, Boofs, and Beyond Pet Sitting LLC DBA Barks, Belly Rubs, and Beyond Pet Sitting for a Home Occupation permit to provide dog daycare and boarding services up to 180 calendar days per year for up to four (4) dogs not owned by the property owner and 2 small animals at 1424 Primrose Lane Storage on April 30, 2026; and

WHEREAS, the property upon which the request is being made is legally described as Lot 16, Block 3, The Meadows 8th Addition, Scott County, Minnesota; and

WHEREAS, the Administrative Review process includes notification of property owners within 500 feet of the subject property and allows 15 days for recipients to provide comment on the request; and

WHEREAS, staff received four (4) emails and one (1) voicemail during the Administrative Review period all in opposition to the request citing concerns about current barking occurring at the property and potentially more barking from a total of six (6) dogs at the property, dogs not being leashed when outside the fenced area on the property, traffic, odor, and concerns regarding the operation of a commercial business in a residential neighborhood; and

WHEREAS, staff determined that this request did not meet the intent of City Code Section 151.007 G. as the proposed home occupation would likely cause objectionable noise discernable at the property line and other nuisances including, but not limited to odor and traffic; and

WHEREAS, the applicant has appealed the denial of Home Occupation Permit OCC-000369-2026 per City Code Section 151.016 A.; and

WHEREAS, City Code Section 151.016 allows the Board of Adjustment and Appeals to determine if an error was made in the staff denial of the request for a Home Occupation permit for dog and small animal daycare and boarding based on submitted neighbor comments and concerns; and

WHEREAS, the Board of Adjustment and Appeals reviewed the request and the provided information; and

NOW THEREFORE, BE IT RESOLVED by the Board of Adjustment and Appeals of the City of Shakopee, Minnesota that the denial of Home Occupation permit OCC-000369-2026 to provide dog daycare and boarding services up to 180 calendar days per year for up to four (4) dogs not owned by the property owner and 2 small animals at 1424 Primrose Lane Storage has been reversed.

Adopted in regular session of the Board of Adjustment and Appeals of the City of Shakopee, Minnesota, held on the 4th day of June, 2026.

**Chairperson,
Board of Adjustment and Appeals**

ATTEST:

**Michael Kerski,
Director of Planning and Development**

PREPARED BY:
City of Shakopee
485 Gorman Street
Shakopee, MN 55379

April 30, 2026

Allison Neustadter
Barks, Belly Rubs, and Beyond Pet Sitting AKA
Barks, Boofs, and Beyond Pet Sitting LLC
1424 Primrose Lane
Shakopee, MN 55379

Dear Ms. Neustadter:

Thank you for submitting your request for a home occupation permit (OCC-000369-2026). As part of the administrative review process, notices were sent to adjacent property owners within 500 feet of the subject property. During the 15-day comment period staff received comments not in support of the request from five (5) different property owners citing concerns related to barking dogs at the property currently and the effects of having additional dogs at the site, as well as other nuisance concerns related to traffic, and odor in the residential area.

This letter informs you that your request to conduct dog daycare and boarding 1424 Primrose Lane in Shakopee has been **DENIED**. As a result, all business operations at the property shall cease immediately.

You have the right to appeal this decision by applying via the [ePortal](#) for an appeal to the Board of Adjustment and Appeals (BOAA) within seven (7) days of the date of this letter. The appeal shall specify what error allegedly was made in an order, requirement, decision, or determination. The application fee for an appeal is currently \$515.00.

Pet daycare and boarding facilities are a conditional use in our Highway Business (B-1), Light Industry (I-1), and Heavy Industry (I-2) zoning districts should you want to pursue operating the business outside of the residential setting. Additional information is available at www.ShakopeeMN.gov.

Thank you,



Amanda Schwabe
Planner, Department of Planning and Development

Barks, Boofs, and Beyond Pet Sitting, LLC

dba Barks, Belly Rubs, and Beyond Pet Sitting

1424 Primrose Ln, Shakopee, MN 55379

Home Occupation Narrative – Dog Sitting / Boarding Business

City of Shakopee, Minnesota

This home-based dog sitting and boarding business is operated in a manner that prioritizes safety, sanitation, neighborhood compatibility, and minimal impact on surrounding properties. The business is solely owned and operated by Allison Neustadter, with no employees. The homeowner has two personal dogs residing in the home: a terrier mix named Belle and a moyen poodle named Oreo, both of whom are licensed with the City of Shakopee. All pet waste is picked up a minimum of twice daily, weather permitting, and disposed of in the exterior trash receptacle located on the side of the home. This ensures proper sanitation and odor control. Dogs are allowed off-leash only within the fully fenced backyard and are supervised at all times while outdoors. Outdoor time is structured to minimize disturbance to neighbors; dogs are typically not taken outside earlier than 6:00 a.m. and not later than 11:00 p.m. If any dog begins to bark while outside, the dog is immediately brought indoors to reduce noise. Dogs are never left unattended outdoors and are not permitted to bark outside for longer than approximately one minute. The business maintains a low-volume operation. No more than four (4) dogs are present at any given time for boarding and/or daycare. In addition, no more than two (2) small animals are boarded at any given time. Small animals are accepted for boarding only and not for daycare. Cats are not and will not be boarded; services are limited to dogs and small animals only. Dogs are permitted to free roam within the home under supervision. Separation between dogs is managed as needed using baby gates to ensure safety and comfort. Any dogs requiring crate or kennel confinement while the operator is away or during nighttime hours are housed in the designated office area of the home. Indoor cameras are installed on each level of the residence to monitor pet safety and wellbeing. Outdoor cameras are planned for installation in the near future to further enhance security and operational oversight. Client traffic is limited to scheduled drop-off and pick-up times. Clients are permitted to park in the driveway or on the street directly in front of the home. All clients are informed that dogs must remain leashed while entering and exiting the residence to ensure safety and neighborhood courtesy. Hours of operation for drop-off and pick-up are between 7:00 a.m. and 9:00 p.m. Comprehensive vaccination records are maintained for all pets in care. Proof of rabies, distemper, and bordetella vaccinations is required for all dogs as part of the business's health and safety protocols.

Insurance Coverage

The business maintains active commercial pet care liability insurance through Pet Care Insurance (PCI). Coverage includes animal bailee coverage of \$15,000 per occurrence and \$30,000 aggregate, broadened property damage coverage, employee dishonesty coverage, and veterinary reimbursement coverage of \$1,000 per occurrence and \$5,000 aggregate. The business owner also maintains separate personal umbrella liability coverage through Westfield Insurance for additional protection and risk mitigation.

Emergency and Incident Protocol

In the event of an emergency, injury, illness, or unexpected incident involving a pet, the business operator will immediately assess the situation and take appropriate action. This may include contacting the pet's owner, transporting the pet to the designated emergency veterinary clinic, or calling emergency services if necessary. Clients are required to provide emergency contact information and veterinary authorization prior to services being rendered. If an incident occurs that could impact neighboring properties or public safety, appropriate authorities will be notified as required. Any aggressive or unsafe behavior displayed by a dog will result in immediate intervention, separation from other animals, and potential termination of services if necessary to maintain a safe environment.

Fire Safety and Emergency Evacuation

The residence contains four (4) accessible exits, including three (3) exits on the main level and one (1) exit in the basement. Multiple fire extinguishers are located throughout the home. During tornado warnings or severe weather events, all dogs are brought to the lower-level office and utility area until conditions are safe.

Allison Neustadter, Owner/Operator

Date: _____

Barks, Boofs, and Beyond Pet Sitting LLC
dba Barks, Belly Rubs and Beyond Pet Sitting
1424 Primrose Ln
Shakopee, MN 55379

RE: Neighbor Comments/Concerns Regarding Permit

I appreciate all of my neighbors taking the time to share their concerns regarding my home-based pet sitting and daycare business. I understand the importance of maintaining a peaceful residential environment and being considerate of surrounding neighbors. I would like to clarify that my business has already been operating for over a year, and during that time, there have not been ongoing issues related to noise, traffic, sanitation, safety, or disruption associated with my residence or business operations. My business is intentionally structured on a small scale and designed to comply with City of Shakopee home occupation requirements.

Firstly, I would like to address the comment from the neighbor who raised specific concerns about barking currently at my residence from my two dogs inside my home. I want to acknowledge that dogs may occasionally bark, as this is a natural behavior. However, excessive or prolonged barking is not permitted or tolerated in my care. I work remotely from home and I am present throughout the day, allowing for continuous supervision and immediate intervention if barking occurs. All dogs are usually in the office/basement with me from about 7am-5pm while I am working. In the past four and a half years at this residence, only one concern regarding barking was brought directly to my attention by this neighbor, which occurred more than two years ago and prior to my business operations. I had gotten stuck on a call, my patio door was open, one of my dogs started barking at a passerby, and I couldn't get to him immediately. After that interaction, I implemented additional management measures (use of an e-collar, indoor cameras, and keeping him confined to an area that I can closely supervise) with no further concerns raised to my knowledge. Additionally, there has never been any police visits, citations, or documented nuisance complaints related to my residence or business.

All dogs are temperament screened prior to acceptance, supervised continuously while in my care, and managed using structured procedures intended to minimize disruption to the neighborhood. Pick-up and drop-off times are staggered to avoid traffic or parking impacts, dogs remain either supervised in my fenced yard or leashed, and waste is picked up multiple times daily and disposed of properly to prevent odor concerns. I also utilize

preventative measures indoors and outdoors to maintain safety and prevent dogs from leaving the property:

1. There is only one gate to the fenced yard which is closed at all times. Before dogs are let out, the outdoor cameras are checked or the gate is physically inspected to ensure it is closed before they enter the yard
2. The fence is inspected a couple of times a month to check for weak spots. Any weak spots are reinforced with fencing stakes and any gaps under the fence are reinforced with additional fencing materials
3. All dogs who stay at my home, whether it be for daycare or boarding, have an AirTag placed on their collar or harness
4. Any dog that is taken for a walk is always leashed and security of the collar/harness/gentle leader is ensured before leaving the house to make sure the dog cannot slip out of it.
5. Indoor baby gates are used inside the home to restrict dogs to certain areas to prevent them from accessing the front and garage doors

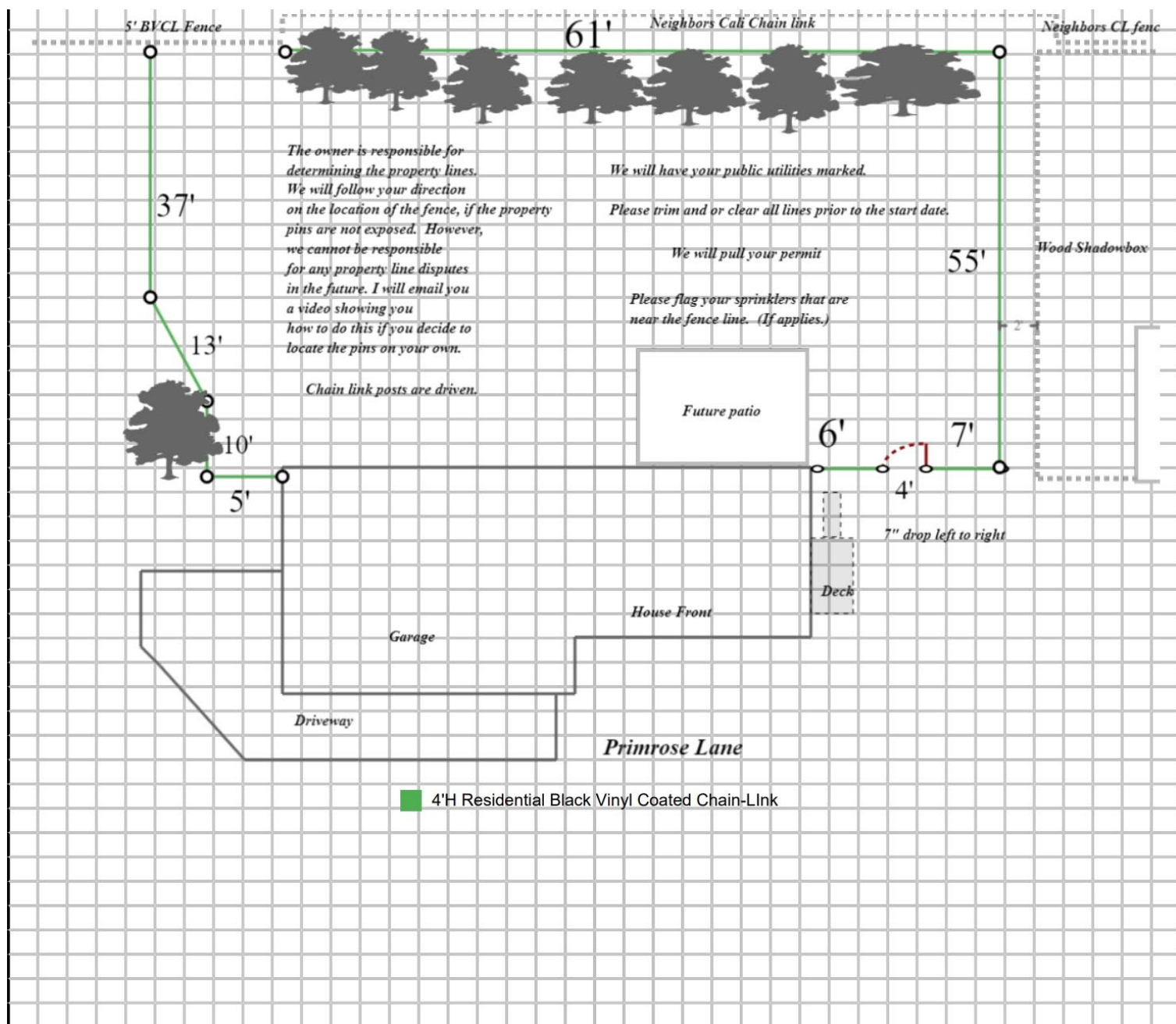
I also believe it is important to distinguish my property and operations from unrelated barking concerns involving other residences in the neighborhood. While I understand how existing neighborhood noise concerns may contribute to broader apprehension, those circumstances are separate from my home and business operations.

I take responsible pet ownership and responsible business operations very seriously and remain committed to ensuring that my business continues to operate in a manner that is respectful of my neighbors, compliant with applicable regulations, and compatible with the residential nature of the neighborhood.

Allison Neustadter

Owner

This was the site plan for when the fence was installed and it is pretty accurate





Shakopee City Council July 21, 2026

8.b

Agenda Item: Appeal of Revocation of Hotel License for American Group of Properties LLC (Baymont Hotel)
Prepared by: Michael Kerski, Planning and Development Director
Reviewed by: Michael Kerski

Action to be considered:

Approve

Motion Type:

Simple Majority

Background:

The City of Shakopee licenses hotels to protect the health, safety, and welfare of hotel guests, employees, neighboring properties, and the general public. A hotel license is conditioned upon the licensee's continued compliance with City Code and other applicable laws and the responsible operation and management of the licensed premises.

The Baymont Hotel has been the subject of continuing concerns involving management practices, public safety, police calls for service, disturbances, criminal activity, fire and life-safety concerns, and repeated demands upon City resources.

The City has communicated its concerns to hotel ownership and management and has provided the licensee with notice and opportunities to correct conditions at the property. Despite these efforts, significant incidents and operational concerns have continued.

Police records document 84 incidents associated with the Baymont during 2025 and 2026, including 41 incidents in 2025 and 43 incidents in 2026. The incidents include disturbances, assaults, threats, suspicious persons and vehicles, unwanted guests, intoxicated persons, welfare checks, theft, warrants, domestic incidents, criminal sexual conduct, fire alarms, and other calls requiring police, fire, emergency medical, and City staff responses.

Two incidents are particularly significant.

First, following a private adult-lifestyle event for which the entire hotel had reportedly been rented, two attendees were found deceased in a hotel room on New Year's Day.

Illegal narcotics and drug paraphernalia were reportedly located near the bodies, and substances recovered from the room tested positive for fentanyl, methamphetamine, and cocaine.

Second, on March 28 and 29, 2026, the hotel knowingly permitted the entire property to be used for a 24-hour event that resulted in threats of potential gang violence, assaults, disturbances, repeated fire alarms, suspected ordinance violations, the assignment of additional Shakopee police officers on overtime, and 16 calls for service.

Following review of the operational history of the property, the City initiated proceedings to revoke the hotel license.

The licensee requested a hearing regarding the revocation. By letter dated May 5, 2026, the City scheduled the hearing before the City Council for July 16, 2026. The letter advised the licensee that the City expected full compliance with all applicable ordinances and licensing conditions during the interim period, including Chapter 118 of the City Code, and reserved the right to take additional enforcement action if additional violations, criminal activity, or nuisance-related events occurred before the hearing.

After the event, staff identified the following violations at the property:

- Prostitution, prostitution-related activity, sex trafficking, or other forms of human trafficking;
- Maintaining a public nuisance in violation of Minn. Stat. § 609.74, clauses (1) or (3);
- Permitting a public nuisance in violation of Minn. Stat. § 609.745;
- Unlawful sale, possession, storage, delivery, manufacture, cultivation, or use of controlled substances;
- Unlicensed sale of alcoholic beverages;
- Unlicensed sale of cannabis or low-potency hemp products;
- Unlawful sale or distribution of alcoholic beverages, cannabis, or low-potency hemp products, or unlawful possession or consumption by persons under 21 years of age;
- Unlawful use or possession of a firearm, firearm parts, or ammunition;
- Violations of state law or City ordinance related to the licensed activity;
- Disorderly conduct in violation of Minn. Stat. § 609.72.

The matter is now before the City Council to determine whether the revocation should be upheld.

History of Public Safety and Operational Concerns

The Baymont Hotel has generated a continuing pattern of police calls for service and

incidents requiring City intervention.

Police records document 84 incidents associated with the property during 2025 and 2026.

There were 41 documented incidents in 2025 and 43 documented incidents in 2026.

The incidents include disturbances, assaults, threats, suspicious persons and vehicles, unwanted guests, intoxicated individuals, welfare checks, theft, warrants, domestic incidents, criminal sexual conduct, fire alarms, and other incidents requiring police, fire, emergency medical, and other City responses.

Staff recognizes that hotels are public accommodations and that police calls will occasionally occur at any hotel. The City does not attribute every criminal act, medical emergency, disturbance, or request for assistance occurring at the property to hotel ownership or management.

The issue before the City Council is not simply the number of calls for service occurring at the hotel.

The issue is the totality of the record, including:

- The frequency, nature, and seriousness of incidents occurring at the property;
- The concentration of incidents associated with certain events;
- Management's knowledge of recurring public safety and operational problems;
- The adequacy of management, security, supervision, and operational practices;
- The licensee's response to prior City concerns and warnings;
- The use of the property for large private events presenting heightened public safety risks;
- The burden placed upon City police, fire, inspection, and other resources; and
- Whether the licensee has demonstrated the ability and willingness to responsibly operate the hotel.

Staff believes the totality of the record demonstrates that the licensee has failed to meet the responsibilities associated with holding a City-issued hotel license.

New Year's Day Double-Fatality Incident

Shakopee police officers were dispatched to the Baymont Hotel to conduct a welfare check after family members of 47-year-old Josh Quale became concerned that they had not heard from him and located his work vehicle in the hotel parking lot.

The victims had reportedly attended the "Big O" Frozen Fantasy Event, a private adult-lifestyle gathering organized by Midwest Euphoria. Midwest Euphoria had reportedly

rented the entire hotel for the event.

Mr. Quale had reportedly failed to check out of his hotel room as scheduled. When officers entered the room, they found two deceased individuals. The deceased were subsequently identified as Mr. Quale and 54-year-old Shantelle Denise Bresson. Because of the condition of the bodies, the individuals could not immediately be identified. Police also located suspected illegal narcotics and drug paraphernalia near the deceased individuals.

Field testing of substances recovered from the room reportedly produced positive results for fentanyl, methamphetamine, and cocaine. The available evidence suggested the deaths were the result of drug overdoses.

Midwest Euphoria subsequently stated that it maintains a zero-tolerance policy for illegal drugs and prostitution at its events.

The City does not assert that hotel ownership or management supplied the illegal narcotics, caused the deaths, or was directly responsible for the criminal activity occurring inside the hotel room.

The incident is nevertheless relevant to the City Council's consideration of the hotel license.

The incident occurred in connection with a private event for which the entire hotel had reportedly been rented. Two attendees remained deceased in a guest room after the event and were not discovered until police conducted a welfare check. Illegal narcotics and drug paraphernalia were reportedly located near the bodies. The incident raises legitimate concerns regarding the hotel's screening of large private events, monitoring of activities occurring on the premises, control of guests and visitors, enforcement of hotel policies, procedures for identifying guests who fail to check out, and coordination with public safety officials.

The incident is particularly significant when considered with the subsequent March 28–29 event.

March 28–29, 2026, 24-Hour Lock-In Event

On Saturday, March 28, 2026, beginning at approximately 11:00 a.m., the Baymont Hotel hosted what was advertised as the second annual 24-hour lock-in “Spring Break Edition.” The event continued until approximately 11:00 a.m. Sunday. The event organizers rented the entire hotel. Information obtained by the Shakopee Police Department indicated that rooms were being rented for approximately \$1,000 per room for the event.

The event included live musical performances and was advertised as including live entertainment, exotic dancers, a wet T-shirt contest with a \$1,000 prize, and vendors.

Upon learning of the event, the Police Department began gathering intelligence regarding the anticipated activities.

City officials served hotel management with written notice explaining potential ordinance violations associated with the event and the activities being advertised. Despite receiving the City's warning and being advised of the potential violations, hotel management allowed the event to proceed. Police personnel also contacted the event organizer. The event organizers reportedly provided approximately 80 armed private security personnel. Despite the size, duration, nature, and security concerns associated with the event, the City did not learn of the event until shortly before it was scheduled to occur.

The organizer cooperated with police, provided contact information, requested additional police patrols, and invited officers to walk through the event.

However, the organizer did not alter or cancel the planned event. At approximately 3:00 p.m. on Saturday, the Police Department received information that rival gangs were discussing coming to the event to "shoot it up." The receipt of a specific threat of potential gang violence substantially changed the public safety circumstances surrounding the event. The Police Department determined that additional personnel were necessary to protect the public and reduce the risk of a major incident. Two patrol officers and one detective were called in on overtime specifically to provide additional coverage for the event.

Although a mass-casualty incident was avoided, the event generated significant police and fire activity. A total of 16 calls for service were generated at the property during the event. The incidents included assaults, disturbances, and other calls requiring police intervention. One individual was arrested and taken to jail. The Shakopee Fire Department responded to three fire alarm calls.

According to information provided by public safety personnel, fire alarms were repeatedly activated because of the amount of marijuana smoke accumulating within the hotel.

Photographs and online videos reviewed by City staff showed substantial smoke inside the hotel and crowded interior conditions.

The Fire Department spent significant time responding to and addressing fire alarm activations at the property. The City's public safety response was necessary despite the presence of approximately 80 armed private security personnel.

The private security personnel were unable to adequately prevent, control, or resolve the

incidents occurring at the property without repeated intervention by City police and fire personnel. The Police Department subsequently indicated its intent to pursue criminal charges for ordinance violations associated with the event and to work with the Scott County Attorney's Office to determine whether charges should be pursued against hotel ownership, hotel management, event organizers, or other responsible parties.

Hotel Management's Knowledge and Responsibility

The circumstances surrounding the March 28–29 event are particularly significant because hotel management was aware of the event and knowingly permitted it to proceed. This was not a spontaneous gathering of hotel guests that unexpectedly became disorderly. The entire hotel had been rented for a planned, advertised, 24-hour event.

Hotel management had the ability to obtain information regarding the event, determine the expected attendance and activities, evaluate potential security and life-safety risks, establish conditions for use of the property, require adequate professional security and operational plans, prohibit activities that violated City Code, notify City public safety officials in advance, or decline to host the event.

Instead, the City learned of the event shortly before it was scheduled to begin. After the Police Department learned of the event, City officials specifically advised hotel management of potential ordinance violations associated with the activities being advertised.

Hotel management nevertheless allowed the event to proceed. The Police Department's account indicates that management did not intend to interrupt or materially alter the event despite the City's warnings.

The event organizer requested additional police patrols, further demonstrating that those responsible for the event recognized the potential for significant public safety concerns.

The City Council should consider whether a hotel operator that knowingly permits an event of this scale and nature, fails to provide meaningful advance notice to the City, proceeds after receiving warnings regarding potential ordinance violations, and subsequently requires extraordinary police and fire responses has demonstrated the judgment and management practices expected of the holder of a City-issued hotel license. Staff believes it has not.

Failure of Private Security and Inadequate Event Planning

The reported presence of approximately 80 armed private security personnel does not mitigate the hotel's responsibility.

The circumstances raise additional concerns regarding management's judgment and oversight. An event requiring approximately 80 armed security personnel, should have caused a reasonable hotel operator to recognize the extraordinary nature of the event and the potential risks to hotel employees, guests, neighboring properties, emergency responders, and the public.

Despite this level of private security, the event generated 16 calls for service, three fire alarm responses, assaults, disturbances, an arrest, and the need for additional Shakopee police officers to work overtime. Online videos and photographs showed significant smoke and crowded conditions within the hotel. Fire alarm activations are not minor inconveniences. Each activation requires an emergency response, consumes Fire Department resources, creates risks for responding personnel, and potentially reduces the availability of emergency services elsewhere in the community. Repeated fire alarm activations caused by activities knowingly permitted to occur at a licensed hotel are evidence of inadequate management and control of the premises.

The combination of crowded conditions, substantial smoke, repeated alarm activations, intoxicated individuals, disturbances, assaults, threats of potential gang violence, and the presence of firearms created significant risks to guests, employees, public safety personnel, and the public.

The private security personnel could not adequately manage the event without substantial assistance from City public safety agencies. The record does not demonstrate that the hotel presented the City with a comprehensive event management plan, crowd management plan, emergency response plan, fire and life-safety plan, security plan, or other operational plan before allowing the event to proceed.

The circumstances demonstrate a significant failure of management judgment, advance planning, coordination with public safety agencies, and oversight of activities occurring on the licensed premises.

Fire and Life-Safety Concerns

Pattern of Whole-Hotel Private Events

The Midwest Euphoria deaths and the March 28–29 event cannot be considered in isolation.

Both incidents occurred in connection with private organizations renting or reportedly renting the entire hotel for large gatherings.

Both involved circumstances creating substantial public safety and operational concerns.

Following the first event, two attendees were found deceased in a hotel room. Suspected

illegal narcotics and drug paraphernalia were found near the bodies, and substances recovered from the room reportedly tested positive for fentanyl, methamphetamine, and cocaine.

The second event involved threats of potential gang violence, approximately 80 armed private security personnel, assaults, disturbances, repeated fire alarms, extensive marijuana smoke, an arrest, 16 calls for service, and the assignment of additional Shakopee police officers on overtime.

The City is not suggesting that all private events or whole-hotel rentals are inherently problematic.

The relevant licensing issue is the judgment exercised by the licensee when evaluating proposed events, the adequacy of advance planning and coordination, the hotel's ability to control activities occurring on the premises, the effectiveness of security measures, and management's response when the City identifies significant concerns.

The record demonstrates a pattern in which the hotel permitted large private events presenting heightened and foreseeable public safety risks without adequate advance planning, monitoring, control, coordination with City public safety officials, or effective security measures.

Continuing Pattern of Problems

The two major events occurred against a broader background of continuing public safety and operational concerns at the Baymont.

During 2025, police responded to incidents involving disturbances, unwanted guests, suspicious persons and vehicles, intoxicated individuals, welfare checks, criminal sexual conduct, theft, warrants, a DWI-related incident, and other calls for service. During 2026, police continued to respond to disturbances, assaults, threats, suspicious activity, welfare checks, unwanted guests, domestic incidents, and other calls requiring intervention.

Police records document 13 disturbance calls and three assault incidents during 2026.

The recurring problems demonstrate more than the unavoidable risks associated with operating a hotel. The record reflects a pattern of management permitting activities at the property that present foreseeable and heightened public safety risks without adequate advance planning, oversight, security, policy enforcement, or coordination with the City.

Management Responsibility

The City does not expect a hotel operator to prevent every criminal act, disturbance, medical emergency, or request for police assistance occurring at the property. The City does expect a licensed hotel operator to responsibly manage the premises.

Responsible management includes maintaining adequate staffing, monitoring guests and visitors, controlling access to the property, promptly addressing disruptive behavior, enforcing hotel policies, evaluating the risks associated with large events, maintaining appropriate security procedures, coordinating with public safety officials, complying with applicable City Code requirements, and taking effective corrective action when recurring problems are identified.

The record demonstrates that significant problems have continued despite the City's involvement and the licensee's awareness of the City's concerns.

The licensee has not demonstrated implementation of effective and sustainable operational changes sufficient to address the recurring problems at the property.

Promises of future improvement are not a substitute for demonstrated compliance.

The City must evaluate the licensee based upon the actual operating history of the property and whether the licensee has demonstrated the ability and willingness to responsibly operate the hotel.

Based upon the record, staff does not believe that standard has been met.

Notice and Opportunity for Corrective Action

The City has communicated concerns regarding the operation of the property to hotel ownership and management.

The licensee has been aware of the City's concerns regarding public safety incidents, security, management practices, property operations, and the repeated use of City resources.

The City provided the licensee with opportunities to address these concerns.

Following the initiation of the revocation process, the licensee requested a hearing.

By letter dated May 5, 2026, the City scheduled the hearing before the City Council for July 16, 2026, consistent with the licensee's availability. The letter advised that the City expected full compliance with all applicable ordinances and licensing conditions during the interim period, including Chapter 118 of the City Code and all related public safety requirements contained in the original Notice of Intent. The City also expressly reserved

its right to advance the hearing or take additional enforcement action if further violations, criminal activity, or nuisance-related events occurred before the hearing.

The licensee has therefore received notice of the City's concerns, notice of the licensing action, an opportunity to request a hearing, and an opportunity to appear before the City Council, submit evidence, provide testimony, respond to the City's evidence, and present arguments regarding the revocation.

Burden on City Resources

The operation of the Baymont has required repeated responses from the Shakopee Police Department, Shakopee Fire Department, emergency medical services, inspection personnel, and other City staff.

The March 28–29 event provides a particularly significant example. The Police Department was required to gather intelligence regarding the event, investigate potential threats, communicate with hotel management and event organizers, provide additional patrols, assign two patrol officers and a detective on overtime, respond to 16 calls for service, investigate assaults and disturbances, make an arrest, and conduct follow-up investigations regarding potential ordinance violations. The Fire Department responded to three fire alarms and spent substantial time at the property addressing conditions associated with smoke inside the hotel.

The Midwest Euphoria incident required police officers to conduct a welfare check, investigate two unattended deaths, secure and process the scene, identify the deceased individuals, recover and test suspected illegal narcotics, obtain judicial authorization for further investigation where necessary, and investigate the source of the suspected controlled substances.

These responses impose direct costs upon the City and divert limited police and fire resources from residents, businesses, and other emergencies.

The City does not expect a licensed business to eliminate every request for public safety assistance.

The City can reasonably expect a licensed hotel operator to manage its premises in a manner that does not create recurring and disproportionate demands upon public resources. The Baymont has failed to meet that expectation.

Consideration of the Licensee's Evidence and Corrective Actions

The City Council should consider all evidence, testimony, explanations, security measures,

management changes, corrective action plans, and other materials submitted by or on behalf of the licensee.

The relevant question is not simply whether the licensee has proposed changes following the initiation of revocation proceedings.

The relevant question is whether the licensee's actual operating history demonstrates sustained compliance and whether proposed corrective measures provide reasonable assurance that the recurring conditions documented at the property will not continue. The City has previously communicated concerns to hotel ownership and management and provided opportunities for corrective action.

The March 28–29 event is particularly relevant because hotel management allowed the event to proceed despite receiving advance warnings from the City regarding potential ordinance violations.

Consideration of Lesser Sanctions

License revocation is a serious enforcement action.

Staff has considered whether warnings, additional license conditions, probation, suspension, event restrictions, enhanced security requirements, operational plans, or other lesser sanctions would adequately address the continuing problems at the property.

The City's prior efforts to obtain corrective action have not resulted in sustained improvement.

The City should not be required to continue repeated cycles of serious incidents, warnings, promises of corrective action, temporary improvements, and renewed incidents before taking effective licensing action.

Based upon the operational history of the property, the seriousness of the incidents, management's decisions regarding large private events, the risks created for the public and emergency responders, and the continuing burden upon City resources, staff does not believe that lesser sanctions will adequately protect the public health, safety, and welfare.

The decision before the City Council is not whether every police call occurring at the Baymont is attributable to hotel management.

The decision is whether, based upon the totality of the administrative record, the licensee has demonstrated the ability and willingness to responsibly operate a hotel under a license issued by the City of Shakopee.

The record demonstrates a continuing pattern of public safety incidents and demands upon City services. More significantly, the record includes two serious whole-hotel private events.

City officials warned hotel management of potential ordinance violations. Management allowed the event to proceed.

These incidents did not occur in isolation. They occurred against a broader background of 84 documented incidents at the property during 2025 and 2026. The City has provided notice, opportunities for corrective action, and an opportunity for the licensee to appeal the revocation and be heard by the City Council.

The licensee has failed to demonstrate sustained improvement or that additional warnings or lesser sanctions are reasonably likely to achieve compliance.

The licensing issue is whether management exercised reasonable judgment, maintained adequate control over the premises, responded effectively to recurring problems, coordinated appropriately with public safety officials, and demonstrated the ability and willingness to responsibly operate the hotel.

Based upon the totality of the administrative record, staff concludes that it has not.

Recommendation:

Approve Resolution R2026-106 Upholding the Revocation of the Hotel License for the Baymont Hotel and Adopting Findings of Fact, Conclusions and Order

Budget Impact:

Reduction in the calls for service.

Attachments:

[RESOLUTION on Baymont for City Council.docx](#)

[Baymont Revocation.pdf](#)

[Request for Hearing by Baymont](#)

[City Acknowledgement](#)

RESOLUTION NO. R2026-106

A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA, DENYING THE APPEAL AND UPHOLDING THE REVOCATION OF THE HOTEL LICENSE FOR THE BAYMONT HOTEL AND ADOPTING FINDINGS OF FACT, CONCLUSIONS, AND ORDER

WHEREAS, the City of Shakopee (“City”) licenses hotels pursuant to Chapter 118 of the Shakopee City Code and its authority to protect the public health, safety, and welfare; and

WHEREAS, the Baymont Hotel (“Baymont” or “Licensed Premises”) is located at 1280 Disc Drive, Shakopee, Minnesota; and

WHEREAS, American Group of Properties LLC and/or the entity identified in City licensing records (“Licensee”) is the holder of the hotel license for the Licensed Premises; and

WHEREAS, the continued possession of a hotel license is conditioned upon compliance with the Shakopee City Code, applicable laws and regulations, licensing conditions, and the responsible operation and management of the Licensed Premises; and

WHEREAS, the Licensed Premises has been the subject of recurring public safety incidents, disturbances, criminal activity, fire and life-safety concerns, management concerns, and repeated demands upon City police, fire, inspection, and other resources; and

WHEREAS, the City has previously communicated concerns regarding the operation of the Licensed Premises to the Licensee and provided notice and opportunities for corrective action; and

WHEREAS, police records document 84 incidents associated with the Licensed Premises during 2025 and 2026, including 41 incidents in 2025 and 43 incidents in 2026; and

WHEREAS, the City initiated proceedings to revoke the hotel license based upon the operational history of the property, continuing public safety concerns, the Licensee’s failure to achieve sustained compliance, and other evidence contained in the administrative record; and

WHEREAS, the Licensee requested a hearing regarding the revocation; and

WHEREAS, by letter dated May 5, 2026, the City scheduled the hearing before the City Council for July 16, 2026, consistent with the Licensee’s availability, advised the Licensee that full compliance with Chapter 118 and all applicable licensing conditions was required during the interim period, and reserved the City’s right to take additional enforcement action if further violations, criminal activity, or nuisance-related events occurred before the hearing; and

WHEREAS, the City Council conducted a duly noticed hearing on July 16, 2026, at which the Licensee was provided an opportunity to appear, be represented by counsel, present testimony

and evidence, respond to the City's evidence, and provide argument regarding the revocation; and

WHEREAS, the City Council considered the staff report, police calls-for-service data, police reports and summaries, fire response information, inspection and enforcement records, correspondence between the City and Licensee, the original Notice of Intent to Revoke, the May 5, 2026, hearing letter, materials and testimony submitted by the Licensee, testimony presented by City staff and public safety personnel, and all other evidence contained in the administrative record; and

WHEREAS, based upon the entire administrative record, the City Council makes the following Findings of Fact, Conclusions, and Order.

FINDINGS OF FACT

I. Licensed Premises and Responsibility of the Licensee

1. The Baymont Hotel is a hotel operating within the City of Shakopee and is subject to Chapter 118 of the Shakopee City Code.
2. The Licensee is responsible for the operation and management of the Licensed Premises and for compliance with applicable City Code provisions, licensing requirements, and other laws and regulations.
3. The Licensee is responsible for operating and managing the Licensed Premises in a manner consistent with the protection of the health, safety, and welfare of hotel guests, employees, neighboring properties, responding public safety personnel, and the general public.
4. The City does not expect a hotel operator to prevent every criminal act, disturbance, medical emergency, fire alarm, or request for police assistance occurring at a hotel.
5. The City does expect a licensed hotel operator to exercise reasonable judgment, maintain adequate management practices, staffing, supervision, security measures, access controls, event-screening procedures, operational procedures, policy enforcement, and cooperation with City officials sufficient to address recurring public safety and operational concerns.

II. History of Public Safety Incidents and Calls for Service

6. The Licensed Premises has generated a continuing pattern of police calls for service and other incidents requiring City intervention.
7. Police records contained in the administrative record document 84 incidents associated with the Licensed Premises during 2025 and 2026.
8. Police records document 41 incidents associated with the Licensed Premises during 2025.
9. Police records document 43 incidents associated with the Licensed Premises during 2026.
10. The documented incidents include disturbances, assaults, threats, suspicious persons and vehicles, unwanted guests, intoxicated individuals, welfare checks, theft, warrants, domestic incidents, criminal sexual conduct, fire alarms, and other incidents requiring police, fire, emergency medical, and other City responses.

11. During 2026, police records document 13 disturbance calls and three assault incidents associated with the Licensed Premises.
12. The City Council finds that the basis for revocation is not merely the number of police calls for service occurring at the Licensed Premises.
13. The City Council has considered the nature and seriousness of the incidents, the frequency and concentration of incidents, the recurring nature of the problems, management practices, the Licensee's response to City warnings and concerns, the operation of large private events at the property, the burden placed upon City resources, and the Licensee's failure to demonstrate sustained operational improvement.

III. New Year's Day Double-Fatality Incident

14. On New Year's Day, Shakopee police officers were dispatched to the Licensed Premises to conduct a welfare check after family members of 47-year-old Josh Quale became concerned that they had not heard from him and located his work vehicle in the hotel parking lot.
15. Mr. Quale had reportedly failed to check out of his hotel room as scheduled.
16. Upon entering the room, police officers discovered two deceased individuals.
17. The deceased individuals were subsequently identified as Josh Quale and 54-year-old Shantelle Denise Bresson.
18. Because of the condition of the bodies, the individuals could not immediately be identified.
19. Police located suspected illegal narcotics and drug paraphernalia near the deceased individuals.
20. Field testing of substances recovered from the room reportedly produced positive results for fentanyl, methamphetamine, and cocaine.
21. The available evidence indicated that the deaths were suspected drug overdoses, subject to the completion of the investigation, toxicology testing, and final determinations by the appropriate authorities.
22. The two deceased individuals had reportedly attended the "Big O" Frozen Fantasy Event, a private adult-lifestyle gathering organized by Midwest Euphoria.
23. Midwest Euphoria had reportedly rented the entire hotel for the event.
24. Midwest Euphoria subsequently stated that it maintains a zero-tolerance policy for illegal drugs and prostitution at its events.
25. The City Council does not find that the Licensee supplied illegal narcotics, directly caused the deaths, or was responsible for the individual criminal conduct occurring inside the hotel room.
26. The City Council finds that the incident is nevertheless relevant to the licensing decision because it occurred in connection with a large private event occupying the entire hotel and raises concerns regarding the Licensee's event-screening practices, monitoring of activities occurring on the premises, control of guests and visitors, enforcement of hotel policies, procedures for addressing guests who fail to timely check out, and coordination with public safety officials.
27. The City Council finds the incident particularly relevant when considered together with the subsequent March 28–29, 2026, event and the broader operational history of the property.

IV. March 28–29, 2026, 24-Hour Lock-In Event

28. On March 28 and March 29, 2026, the Licensee permitted the entire Licensed Premises to be used for an advertised 24-hour lock-in event referred to as the “Spring Break Edition.”
29. The event began at approximately 11:00 a.m. Saturday and continued until approximately 11:00 a.m. Sunday.
30. The event organizers rented the entire hotel.
31. Information obtained by the Shakopee Police Department indicated that rooms were being rented for approximately \$1,000 per room for the event.
32. The event included live musical performances and was advertised as including live entertainment, exotic dancers, a wet T-shirt contest with a \$1,000 prize, and vendors.
33. The event organizers reportedly provided approximately 80 armed private security personnel, including a sniper.
34. Despite the size, duration, nature, and potential risks associated with the event, the City did not learn of the event until shortly before it was scheduled to occur.
35. Upon learning of the event, the Police Department gathered intelligence regarding the anticipated activities and potential public safety concerns.
36. City officials served hotel management with written notice explaining potential ordinance violations associated with the event and the activities being advertised.
37. Despite receiving the City’s warning and being advised of potential violations, hotel management allowed the event to proceed.
38. Police personnel also communicated directly with the event organizer.
39. The event organizer cooperated with police, provided contact information, requested additional police patrols, and invited officers to walk through the event.
40. The event organizer did not materially alter or cancel the planned event.
41. At approximately 3:00 p.m. Saturday, the Police Department received information that rival gangs were discussing coming to the event to “shoot it up.”
42. The receipt of information concerning potential gang violence substantially increased the public safety risks associated with the event.
43. The Police Department determined that additional personnel were necessary to protect the public and reduce the risk of a major incident.
44. Two patrol officers and one detective were called in on overtime specifically to provide additional coverage for the event.
45. Although a mass-casualty incident was avoided, the event generated substantial police and fire activity.
46. Sixteen calls for service were generated at the Licensed Premises during the event.
47. Incidents associated with the event included assaults, disturbances, and other calls requiring police intervention.
48. One individual was arrested and taken to jail.
49. The Shakopee Fire Department responded to three fire alarm calls during the event.
50. Public safety personnel reported that the alarms were repeatedly activated because of the amount of marijuana smoke accumulating within the hotel.
51. Photographs and online videos reviewed by City staff showed substantial smoke and crowded interior conditions within the hotel.
52. The Fire Department spent significant time responding to and addressing the fire alarm activations at the property.

53. The City's public safety response was necessary despite the reported presence of approximately 80 armed private security personnel.
54. The private security personnel were unable to adequately prevent, control, or resolve the incidents occurring at the property without repeated intervention by City police and fire personnel.
55. The Police Department indicated its intent to pursue criminal charges for ordinance violations associated with the event and to work with the Scott County Attorney's Office to determine whether charges should be pursued and against whom.

V. Management Knowledge, Judgment, and Responsibility

56. The March 28–29 event was not a spontaneous gathering of hotel guests that unexpectedly became disorderly.
57. The entire hotel had been rented for a planned, advertised, 24-hour event.
58. Hotel management had the ability to obtain information regarding the nature of the event, anticipated attendance, planned activities, security arrangements, and potential risks before agreeing to host the event.
59. Hotel management had the ability to establish conditions for use of the property, require appropriate event management and security plans, prohibit unlawful activities, notify City public safety officials in advance, require modifications to the event, or decline to host the event.
60. The City learned of the event only shortly before it was scheduled to occur.
61. City officials specifically advised hotel management of potential ordinance violations associated with activities being advertised for the event.
62. Hotel management nevertheless permitted the event to proceed.
63. The event organizer's request for additional police patrols demonstrates that those responsible for the event recognized the potential for significant public safety concerns.
64. The circumstances became substantially more serious when police received information concerning potential gang violence and were required to assign additional officers on overtime.
65. The City Council finds that the Licensee failed to exercise reasonable management judgment in permitting the event to proceed under these circumstances.
66. The City Council finds that the Licensee failed to demonstrate adequate advance planning, supervision, coordination with public safety officials, operational control, and effective security measures for the event.
67. The City Council finds that knowingly permitting an event of this scale and nature to proceed after receiving City warnings regarding potential violations is inconsistent with the level of judgment and responsibility expected of the holder of a City-issued hotel license.

VI. Failure of Private Security and Inadequate Event Planning

68. The reported presence of approximately 80-armed private security personnel does not relieve the Licensee of responsibility for the operation and management of the Licensed Premises.

69. An event requiring approximately 80-armed security personnel, including a sniper, should have alerted a reasonable hotel operator to the extraordinary nature of the event and the potential risks to guests, employees, neighboring properties, emergency responders, and the public. The security personnel were not licensed in the State of Minnesota.
70. Despite the presence of private security, the event generated 16 calls for service, three fire alarm responses, assaults, disturbances, an arrest, and the need for additional Shakopee police officers to work overtime.
71. The private security personnel were unable to adequately manage the event without substantial intervention by City public safety agencies.
72. The administrative record does not demonstrate that the Licensee provided the City with a comprehensive event management plan, crowd management plan, emergency response plan, fire and life-safety plan, security plan, or other adequate operational plan before permitting the event to proceed.
73. The City Council finds that the circumstances demonstrate significant deficiencies in management judgment, advance planning, coordination with public safety agencies, security arrangements, and oversight of activities occurring at the Licensed Premises.

VII. Fire and Life-Safety Concerns

74. Three fire alarm responses occurred during the March 28–29 event.
75. Public safety personnel reported that the alarms were activated because of substantial marijuana smoke inside the hotel.
76. Photographs and online videos reviewed by City staff showed significant smoke and crowded interior conditions.
77. Each fire alarm activation required an emergency response, consumed Fire Department resources, created risks for responding personnel, and potentially reduced the availability of emergency resources elsewhere in the community.
78. The City Council finds that repeated fire alarm activations caused by activities occurring during an event knowingly permitted at the Licensed Premises demonstrate inadequate management and control of the property.
79. The combination of crowded conditions, substantial smoke, repeated alarm activations, intoxicated individuals, assaults, disturbances, threats of potential gang violence, and the presence of firearms created significant risks to hotel guests, employees, responding public safety personnel, neighboring properties, and the public.

VIII. Pattern of Large Private Events Presenting Heightened Public Safety Risks

80. The New Year's Day double-fatality incident and the March 28–29 event cannot be considered in isolation.
81. Both incidents occurred in connection with private organizations renting or reportedly renting the entire hotel for large gatherings.
82. Both events involved circumstances creating significant public safety and operational concerns.

83. Following the first event, two attendees were found deceased in a hotel room, suspected illegal narcotics and drug paraphernalia were found near the bodies, and substances recovered from the room reportedly tested positive for fentanyl, methamphetamine, and cocaine.
84. The subsequent March event involved threats of potential gang violence, approximately 80 armed private security personnel, assaults, disturbances, repeated fire alarms, substantial marijuana smoke, an arrest, 16 calls for service, and the assignment of additional Shakopee police officers on overtime.
85. The City Council does not find that all private events or whole-hotel rentals are inherently problematic.
86. The relevant licensing issue is the judgment exercised by the Licensee in evaluating proposed events, the adequacy of advance planning and coordination, the ability of management to control activities occurring on the premises, the effectiveness of security measures, the enforcement of hotel policies, and the Licensee's response when the City identifies significant concerns.
87. The City Council finds that the record demonstrates a pattern in which the Licensee permitted large private events presenting heightened and foreseeable public safety risks without adequate advance planning, monitoring, control, coordination with public safety officials, or effective security measures.

IX. Continuing Pattern of Problems

88. The two major private events occurred against a broader background of continuing public safety and operational concerns at the Licensed Premises.
89. During 2025, police responded to incidents involving disturbances, unwanted guests, suspicious persons and vehicles, intoxicated individuals, welfare checks, criminal sexual conduct, theft, warrants, a DWI-related incident, and other calls for service.
90. During 2026, police continued to respond to disturbances, assaults, threats, suspicious activity, welfare checks, unwanted guests, domestic incidents, and other calls requiring police intervention.
91. The City Council finds that the recurring incidents demonstrate more than the unavoidable risks associated with operating a hotel.
92. The City Council finds that the record demonstrates recurring deficiencies in management practices, security, supervision, policy enforcement, event screening, operational control, and coordination with City public safety officials.
93. The City Council finds that the public safety and operational concerns at the Licensed Premises have not been effectively or sustainably corrected.

X. Notice and Opportunity for Corrective Action

94. City staff and public safety personnel previously communicated concerns regarding the operation of the Licensed Premises to the Licensee.
95. The Licensee was aware of the City's concerns regarding public safety incidents, security, management practices, property operations, and repeated demands upon City resources.

96. The City provided the Licensee with opportunities to address identified concerns and improve operations at the Licensed Premises.
97. Despite notice of the City's concerns and opportunities for corrective action, significant public safety incidents and operational problems continued.
98. The City initiated proceedings to revoke the hotel license.
99. The Licensee requested a hearing regarding the revocation.
100. By letter dated May 5, 2026, the City scheduled the hearing before the City Council for July 16, 2026, consistent with the Licensee's availability, required continued compliance with applicable ordinances and licensing conditions during the interim period, and reserved the right to take additional enforcement action if additional violations or nuisance-related events occurred.
101. The Licensee was provided notice of the licensing action, notice of the grounds relied upon by the City, an opportunity to request a hearing, and an opportunity to appear before the City Council, submit evidence, present testimony, respond to the City's evidence, and provide argument.
102. The City Council finds that the Licensee received adequate notice and a meaningful opportunity to be heard.

XI. Management Responsibility and Failure to Achieve Sustained Compliance

103. The City Council recognizes that not every criminal act, disturbance, medical emergency, fire alarm, or police call occurring at a hotel is caused by hotel management.
104. The City Council has not attributed every incident occurring at the Licensed Premises to the Licensee.
105. The City Council has considered whether the Licensee exercised reasonable judgment, took effective steps to prevent recurring problems, promptly responded to incidents, cooperated with City officials, implemented corrective measures, maintained adequate management and security practices, appropriately screened large private events, and enforced hotel policies.
106. The administrative record demonstrates continuing incidents and management concerns despite the Licensee's knowledge of the City's concerns and opportunities for corrective action.
107. The Licensee has failed to demonstrate implementation of effective and sustainable operational changes sufficient to address the recurring problems at the Licensed Premises.
108. The City Council finds that temporary improvements, promises of future corrective action, proposed management changes, or remedial measures implemented only after commencement of license enforcement proceedings do not establish sustained compliance.
109. The City Council finds that the Licensee's actual operating history is the most reliable evidence of whether the Licensee has demonstrated the ability and willingness to responsibly operate the Licensed Premises.
110. Based upon the administrative record, the City Council finds that the Licensee has failed to demonstrate the ability and willingness to responsibly operate the hotel consistent with the responsibilities associated with holding a City-issued hotel license.

XII. Burden on City Resources and Impact on the Public

111. The operation of the Licensed Premises has required repeated responses from the Shakopee Police Department, Shakopee Fire Department, emergency medical services, inspection personnel, and other City staff.
112. The March 28–29 event required the Police Department to gather intelligence, investigate threats, communicate with hotel management and event organizers, assign additional personnel on overtime, provide additional patrol coverage, respond to 16 calls for service, investigate assaults and disturbances, make an arrest, and conduct follow-up investigations regarding potential ordinance violations.
113. The Fire Department responded to three fire alarms and spent significant time addressing conditions associated with smoke inside the hotel.
114. The New Year’s Day incident required police officers to conduct a welfare check, investigate two unattended deaths, secure and process the scene, identify the deceased individuals, recover and test suspected illegal narcotics, obtain judicial authorization for additional investigation where necessary, and investigate the source of the suspected controlled substances.
115. These responses consume limited City resources and reduce the availability of those resources to respond to other emergencies and public safety needs throughout the community.
116. The City Council recognizes that hotels and other licensed businesses will occasionally require police, fire, and emergency services.
117. The City Council finds, however, that the frequency, nature, seriousness, and concentration of incidents associated with the Licensed Premises demonstrate an unreasonable and continuing burden upon City services.
118. The City Council finds that continued operation of the Licensed Premises under the Licensee’s demonstrated management practices creates an unacceptable risk of continued public safety incidents and demands upon City resources.

XIII. Consideration of the Licensee’s Evidence

119. The City Council considered all evidence, testimony, explanations, corrective action plans, security measures, management changes, and other materials submitted by or on behalf of the Licensee.
120. The City Council considered evidence presented by the Licensee regarding improvements to hotel operations, changes in management, security personnel, guest policies, event policies, surveillance systems, cooperation with police, or other corrective actions.
121. The City Council finds that the Licensee’s evidence does not outweigh the documented operating history of the Licensed Premises or establish that sustained compliance has been achieved.
122. The City Council finds that proposed or recently implemented corrective actions do not provide sufficient assurance that the recurring conditions documented in the administrative record will not continue.

XIV. Consideration of Lesser Sanctions

123. License revocation is a serious enforcement action.
124. The City Council considered whether a warning, additional license conditions, probation, suspension, increased security requirements, event restrictions, operational plans, management plans, or other lesser sanctions would adequately protect the public and achieve sustained compliance.
125. The City's prior communications with the Licensee and opportunities for corrective action have not resulted in sustained improvement.
126. The two major whole-hotel private events are particularly significant.
127. Following one event, two attendees were found deceased in a hotel room with suspected illegal narcotics and drug paraphernalia near the bodies.
128. The subsequent March 28–29 event proceeded despite advance warnings from the City and generated threats of potential gang violence, assaults, disturbances, repeated fire alarms, an arrest, 16 calls for service, and substantial demands upon police and fire resources.
129. The City Council finds that additional warnings, conditions, temporary corrective measures, or other lesser sanctions are not reasonably likely to result in sustained compliance.
130. The City Council finds that the City is not required to continue repeated cycles of serious incidents, warnings, promises of improvement, temporary corrective actions, and renewed incidents before taking effective licensing action.
131. Based upon the totality of the administrative record, the City Council finds that revocation is reasonable and necessary to protect the public health, safety, and welfare.

CONCLUSIONS

1. The City Council has jurisdiction and authority under Chapter 118 of the Shakopee City Code and other applicable law to review the Licensee's appeal and determine whether the revocation of the hotel license should be upheld.
2. The Licensee received notice of the City's concerns, notice of the licensing action, notice of the hearing, and a meaningful opportunity to present evidence and argument to the City Council.
3. The City Council's decision is based upon the administrative record and not upon public opposition, generalized concerns regarding hotels or particular types of private events, unsupported allegations, or the mere existence of police calls for service.
4. The administrative record establishes a continuing pattern of public safety incidents, disturbances, operational concerns, inadequate management practices, and repeated demands upon City resources associated with the Licensed Premises.
5. The City Council has not attributed every criminal act, medical emergency, disturbance, or police call occurring at the Licensed Premises to the Licensee.
6. The relevant licensing issue is whether the Licensee exercised reasonable management judgment, maintained adequate control of the Licensed Premises, effectively addressed recurring public safety concerns, appropriately evaluated and managed large private events, coordinated with City officials, complied with licensing requirements, and demonstrated the ability and willingness to responsibly operate the hotel.

7. The Licensee was aware of the City's concerns and was provided opportunities to correct conditions at the Licensed Premises.
8. The Licensee failed to demonstrate sustained compliance or the implementation of effective management and operational practices sufficient to address the recurring conditions documented in the administrative record.
9. The New Year's Day double-fatality incident is relevant to the licensing determination because it occurred following a large private event occupying the entire hotel, involved two deceased attendees and suspected illegal narcotics, and raises concerns regarding event screening, monitoring, policy enforcement, operational controls, and management oversight.
10. The City Council does not conclude that the Licensee supplied the narcotics or directly caused the deaths associated with the New Year's Day incident.
11. The March 28–29, 2026, event demonstrates significant deficiencies in the Licensee's judgment, advance planning, supervision, security, coordination with public safety officials, and management of activities occurring at the Licensed Premises.
12. The Licensee knowingly permitted the March 28–29 event to proceed after receiving City warnings regarding potential ordinance violations.
13. The March 28–29 event generated threats of potential gang violence, 16 calls for service, assaults, disturbances, an arrest, three fire alarm responses, and substantial demands upon police and fire resources despite the reported presence of approximately 80 armed private security personnel.
14. The two major whole-hotel private events, considered together with the broader operating history of the property, demonstrate recurring deficiencies in the Licensee's management judgment, oversight, event-screening practices, security measures, policy enforcement, and operational control.
15. The frequency, seriousness, and concentration of incidents associated with the Licensed Premises have imposed an unreasonable burden upon City services and created risks to the public health, safety, and welfare.
16. The City Council considered the evidence and corrective actions presented by the Licensee and concludes that they do not outweigh the documented operating history of the property or establish sustained compliance.
17. The City Council considered lesser sanctions and reasonably concludes that lesser sanctions are not likely to result in sustained compliance or adequately protect the public.
18. Revocation of the hotel license is supported by substantial evidence contained in the administrative record.
19. Revocation is not arbitrary or capricious but is based upon the documented operational history of the Licensed Premises, the Licensee's failure to achieve sustained compliance after notice and opportunities for corrective action, the seriousness of the incidents associated with large private events, the inadequacy of lesser sanctions, and the City's responsibility to protect the public health, safety, and welfare.
20. The City Council concludes that the Licensee has failed to demonstrate the ability and willingness to responsibly operate the Licensed Premises consistent with the requirements and responsibilities associated with holding a City-issued hotel license.
21. The City Council therefore concludes that the Licensee's appeal should be denied and the revocation of the hotel license should be upheld.

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

1. The recitals, Findings of Fact, and Conclusions set forth above are hereby adopted and incorporated into this Resolution.
2. The appeal of the revocation of the hotel license for the Baymont Hotel is denied.
3. The City Council upholds the revocation of the hotel license for the Baymont Hotel.
4. The hotel license shall remain revoked and the Licensee shall cease all hotel operations at the Licensed Premises in accordance with Chapter 118 of the Shakopee City Code, the effective date established by the City's revocation notice, and any lawful implementation period established by the City Council or required by applicable law.
5. The Licensee shall not accept new hotel reservations, enter into new agreements for the rental of guest rooms, or permit new hotel guests to occupy the Licensed Premises after the effective date of the revocation.
6. City staff may establish reasonable procedures and deadlines necessary to permit lawful guests occupying the Licensed Premises as of the effective date of the revocation to vacate the property in an orderly manner consistent with public safety and applicable law.
7. Nothing in this Resolution prohibits the City from taking additional enforcement action necessary to address violations of City Code, State law, building or fire codes, nuisance conditions, unlawful occupancy, or other conditions occurring at the property.
8. Nothing in this Resolution constitutes a determination regarding criminal liability for any person or entity associated with incidents occurring at the Licensed Premises.
9. The City Administrator, City Attorney, Chief of Police, Fire Chief, Planning and Development Director, and other appropriate City officials are authorized to take all actions reasonably necessary to implement and enforce this Resolution.
10. The City Clerk is directed to provide a copy of this Resolution to the Licensee and its legal counsel, if any.
11. This Resolution constitutes the City Council's final decision regarding the Licensee's administrative appeal of the hotel license revocation.
12. This Resolution shall become effective upon adoption, subject to any notice, implementation, or effective-date requirements contained in Chapter 118 of the Shakopee City Code or other applicable law.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 21st day of July, 2026.

Mayor

ATTEST:

City Clerk

NOTICE OF INTENT TO REVOKE HOTEL LICENSE

April 20, 2026

AMERICAN GROUP OF PROPERTIES LLC

1244 Canterbury Rd S

Shakopee, MN 55379

jas@multistarhotels.com

Via Certified Mail and Email

ATTENTION: Jasvarinder Singh

Re: Revocation of Hotel License – Baymont Hotel, 1244 Canterbury Rd S, Shakopee, MN

Dear Mr. Singh:

Pursuant to the authority granted under the City of Shakopee Code of Ordinances, including Chapter 118 (Hotel Licensing), the City provides formal **notice of its intent to revoke the hotel license** issued to AMERICAN GROUP OF PROPERTIES LLC for the operation of the Baymont Hotel located at 1244 Canterbury Road South, Shakopee, Minnesota.

The City has determined, based upon police reports, inspections, and other competent evidence, that one or more nuisance-related and unlawful activities have occurred on the licensed premises. Such activities constitute violations of City ordinance and state law and provide sufficient grounds for revocation under Chapter 118, including but not limited to the following:

- Prostitution, prostitution-related activity, sex trafficking, or other forms of human trafficking;
- Maintaining a public nuisance in violation of Minn. Stat. § 609.74, clauses (1) or (3);
- Permitting a public nuisance in violation of Minn. Stat. § 609.745;
- Unlawful sale, possession, storage, delivery, manufacture, cultivation, or use of controlled substances;
- Unlicensed sale of alcoholic beverages;
- Unlicensed sale of cannabis or low-potency hemp products;
- Unlawful sale or distribution of alcoholic beverages, cannabis, or low-potency hemp products, or unlawful possession or consumption by persons under 21 years of age;
- Unlawful use or possession of a firearm, firearm parts, or ammunition;
- Violations of state law or City ordinance related to the licensed activity;
- Disorderly conduct in violation of Minn. Stat. § 609.72.

The above-described conduct also constitutes violations, including but not limited to, of the following City Code provisions and Minnesota Statutes:

- City Code Chapter 114 – Alcohol Regulations, including Sections 114.14, 114.15, 114.20, and 114.23;
- City Code Section 130.11 – Public Nuisance;
- City Code Section 110.305 – Cannabis: Penalties, Administration, and Enforcement;
- Minn. Stat. §§ 609.74 and 609.745 (Public Nuisance);
- Minn. Stat. § 609.321, Subd. 12 (Prostitution and Sex Trafficking);
- Minn. Stat. § 609.33 (Disorderly House);
- Minn. Stat. § 609.681 and § 327.742 (Smoking-related violations, if applicable).

The City finds that the foregoing conduct adversely affects the public health, safety, and welfare and constitutes sufficient cause for revocation of your hotel license.

Pursuant to applicable provisions of the City Code and due process requirements, **you may request a hearing before the Shakopee City Council to contest this revocation.**

- You must submit a **written request for a hearing within ten (10) calendar days** after you receive this Notice.
- Your request must be directed to the City of Shakopee at the address listed below.
- Upon timely receipt of a request, the City will schedule a hearing before the City Council and provide written notice of the date, time, and location of the hearing.

Failure to timely request a hearing shall constitute a waiver of your opportunity for a hearing and revocation of your license will then be final ten (10) calendar days after you receive this Notice.

The City expressly reserves all rights and remedies available under applicable law, including the right to pursue additional enforcement actions or legal proceedings arising out of the violations identified herein or any continued unlawful operation of the premises.

All communications, including any request for hearing, shall be directed to:

William Reynolds, City Administrator
City of Shakopee
485 Gorman St, Shakopee, MN 55379
breynolds@shakopeemn.gov

Sincerely,



Michael Kerski
Director of Planning & Development

cc: Jonathan Williams, Baymont by Wyndham
James Thomson, City Attorney

April 28, 2026

Shakopee City Administrator

485 Gorman St.

Shakopee, MN-55379

breynolds@shakopeemn.gov

Via By Hand and Email

Subject: Request for Hearing - Notice of Intent to Revoke Hotel License (Baymont Hotel)

Dear City Administrator,

I am writing to formally acknowledge receipt of the Notice of Intent dated April 20, 2026 to Revoke the hotel license for the Baymont Hotel, operated by American Group of Properties LLC, located in Shakopee, MN.

Please accept this written communication as our formal request for a hearing to contest this revocation, as outlined in the notice.

I am currently requesting an accommodation regarding the scheduling of this hearing. I am presently in India attending to family matters following the recent passing of my father. I am scheduled to return to the United States on July 2, 2026.

Given these extenuating circumstances, I respectfully request that the hearing be scheduled for a date **after July 15, 2026**. This will allow me to return to the country, retain legal counsel, and adequately prepare to address the city's concerns regarding the events that transpired at the property.

Please confirm receipt of this hearing request and advise on the scheduling. You can reach me via this email address while I am overseas.

Sincerely,



Jas Singh

CEO & Managing Partner

American Group of Properties LLC / Baymont Hotel

571-439-0499

jas@multistarhotels.com



SHAKOPEE

May 5, 2026

Jas Singh
CEO & Managing Partner
American Group of Properties LLC/Baymont Hotel
1280 Disc Drive
Shakopee, MN 55379
jas@multistarhotels.com

RE: Revocation Hearing for Baymont Hotel, Shakopee

Dear Mr. Singh,

I am writing in response to your correspondence dated April 28, 2026, requesting a hearing regarding the Notice of Intent to Revoke the hotel license for the Baymont Hotel.

The City acknowledges your request and will proceed with scheduling the hearing before the Shakopee City Council on July 16, 2026, consistent with your availability. The City Council will conduct the hearing as part of its regular meeting that night. The meeting begins at 7:00 p.m. in the Council Chambers at Shakopee City Hall, 485 Gorman Street, Shakopee, MN 55379

Please be advised, however, that the City expects full compliance with all applicable ordinances and licensing conditions during the interim period. This includes, but is not limited to, adherence to Chapter 118 (Hotel Licensing) and all related public safety requirements outlined in the original Notice of Intent.

If the City becomes aware of any additional violations of license conditions, or any criminal activity or nuisance-related events occurring on the premises prior to the scheduled hearing date, the City reserves the right to advance the hearing to an earlier date and proceed with enforcement actions without delay.

The City remains committed to protecting the public health, safety, and welfare of the community and will continue to monitor the property accordingly.

Please confirm receipt of this correspondence.

Sincerely,

A handwritten signature in dark ink, consisting of several overlapping loops and a long horizontal stroke, with two diagonal lines crossing through the center.

William Reyholds, City Administrator

cc: Michael Kerski, City of Shakopee
Jonathan Williams, Baymont by Wyndham
James Thomson, City Attorney
Jamie Pearson, Chief of Police



Shakopee City Council
July 21, 2026

9.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: