



Shakopee City Council Regular Meeting

Tuesday, September 1, 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 Designation of Signing Authority on Grant Agreements for City Council Approved Grant Awards
 - 5.b Department of Justice's Community Oriented Policing Services Safer Outcomes Program Application
 - 5.c Approve an Amendment to the Developer's Agreement for River Valley Business Park
 - 5.d Approve Extended Construction Hours for the Shenandoah Drive and Schenian Street Intersection Improvements Project
 - 5.e Minnesota DNR's Conservation Partners Legacy Grant Program Application

- 5.f Approve a Special Event Permit and a Temporary Liquor License for the Downtown Dogs Event.
- 5.g Accept a Proposal from Alliant Engineering for Engineering Services for the 2028 and 2029 Full-Depth Pavement Reconstruction Projects
- 5.h Approve a Reimbursement Agreement with the Lower Minnesota River Watershed District
- 5.i Metropolitan Council's Livable Communities Grant Program Award
- 5.j Resolution Approving Continued PERA Police & Fire Plan Membership for the Fire Inspector
- 5.k Donation Acceptance of Used Card Access Equipment.
- 5.l Approval of the Updated Information Security and Technical Use Policy
- 5.m Surplus Property
- 5.n Community Center Fitness Studio Water Damage Repairs
- 5.o Approval of the August 18, 2026, City Council Minutes

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. Recess for Economic Development Authority Meeting

9. Reconvene

10. Workshop

- 10.a Flock Camera (Automated License Plate Readers - ALPRs) Workshop Discussion

11. Reports

Liaison and Administration

- 11.a City Bill List
- 11.b News and Announcements

12. Other Business

13. Adjourn to September 15, 2026, at 7:00 pm



Shakopee City Council September 1, 2026

5.a

Agenda Item: Designation of Signing Authority on Grant Agreements for City Council Approved Grant Awards
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-124, approving the City Administrator as the City of Shakopee's designated signing authority on grant agreements of grant awards previously approved by City Council.

Motion Type:

Simple Majority

Background:

In response to increased oversight of the State of Minnesota grant programs, several of the State's agencies are requiring documented approval of signing authority via resolution or bylaws by municipalities' Councils and Boards.

Currently, City staff bring each grant award to City Council for approval via resolution before the grant agreement is signed by the City Administrator. No change to this process will occur, and City staff will continue to bring each grant award to City Council for approval prior to grant agreements being signed. This resolution is to formally document the existing process.

Recommendation:

Adopt Resolution R2026-124.

Budget Impact:

This resolution has no budget impact. Budget impacts for future grant awards will be documented on individual resolutions brought before City Council for approval.

Attachments:

[Resolution R2026-124.docx](#)

RESOLUTION R2026-124
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO DESIGNATE SIGNING AUTHORITY TO THE CITY ADMINISTRATOR
ON COUNCIL-APPROVED GRANT AGREEMENTS

WHEREAS, the City of Shakopee supports applications to grant programs supporting the City of Shakopee's mission, vision, and values, and

WHEREAS, the City of Shakopee recognizes grant awards are presented individually via resolution for Council approval prior to entering into grant agreements, and

WHEREAS, the City of Shakopee recognizes budget impacts of grant awards vary by grant program and will be reviewed individually when presented for approval, and

WHEREAS, the City of Shakopee is authorizing the City Administrator to execute grant agreements and amendments on behalf of the City of Shakopee at the direction of City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHAKOPEE, MINNESOTA AS FOLLOWS: that the City of Shakopee is hereby authorized and approved to authorize and empower the City Administrator to execute grant agreements and amendments in the name of and on behalf of the City of Shakopee. 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 1st day of September 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk



Shakopee City Council September 1, 2026

5.b

Agenda Item: Department of Justice's Community Oriented Policing Services Safer Outcomes Program Application
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-122, approving an application to the Department of Justice's Community Oriented Policing Services Safer Outcomes program.

Motion Type:

Simple Majority

Background:

The Office of Community Oriented Policing Services (COPS) provides funding for demonstration and pilot projects to be implemented by local, state, tribal, and territorial law enforcement agencies to increase their capacity to implement innovative or evidence-based projects that improve officer and public safety. The City of Shakopee is seeking funding to support the Police Department's training and crisis response.

Recommendation:

Adopt Resolution R2026-122.

Budget Impact:

The grant requires a 0% match.

Attachments:

[Resolution R2026-122.docx](#)

RESOLUTION R2026-122
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO SUBMIT THE DEPARTMENT OF JUSTICE'S
SAFER OUTCOMES PROGRAM FUNDING APPLICATION

WHEREAS, the City of Shakopee supports the application made to the Department of Justice's Community Oriented Policing Services Safer Outcomes program, and

WHEREAS, the application is to obtain funding to support the Shakopee Police Department's training and crisis response, 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 Department of Justice, the City of Shakopee agrees to accept the grant award and may enter into an agreement with the Department of Justice 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 1st day of September 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk



Shakopee City Council September 1, 2026

5.c

Agenda Item: Approve an Amendment to the Developer's Agreement for River Valley Business Park
Prepared by: Alex Jordan, City Engineer
Reviewed by:

Action to be considered:

Approve an Amendment to Developer's Agreement and authorize staff to execute an estoppel certificate with Opus Development Company, L.L.C. for River Valley Business Park.

Motion Type:

Simple Majority

Background:

The City and Opus Development Company, L.L.C. (Opus) entered into a Developer's Agreement dated November 7, 2022 for the final plat of River Valley Business Park. Among other things, the Agreement included a provision requiring Opus to reimburse the City for 50% of the costs to Colburn Drive and a future roundabout at the Emery Way/CH69 intersection.

The Amendment modifies the following provisions of the Agreement:

- The manner by which the Developer will reimburse the City for construction of the improvements
- Releases Lot 1, Block 1 of River Valley Business Park from the terms and conditions of the Developer's Agreement

The Amendment requires Opus to reimburse the City the full amount of the recently completed Colburn Drive improvements. Additionally, it requires Opus to pay to the City a portion of the costs of the future roundabout, if the City awards a contract for that project prior to November 6, 2027. This date was established in the Developer's Agreement, requiring the reimbursement if improvements were completed within 5 years of the approval of the agreement. If the roundabout is constructed after that date, the Developer will have no financial obligation for the improvements.

Opus is scheduled to close on the sale of Lot 1, Block 1, River Valley Business Park on September 10th. As part of the closing, the buyer of the property has requested the city execute an estoppel certificate, confirming that the Amendment to the Developer's

Agreement is the current version of the agreement. Staff is requesting that Council authorize the City Administrator to sign the estoppel upon review and approval by the City Attorney.

Recommendation:

Approval of the Agreement and authorization to sign the estoppel certificate.

Budget Impact:

If the Amendment to the Developer's Agreement is approved, Opus will reimburse the City as follows:

- \$263,489.20 for the construction of Colburn Drive, within 30 days of an invoice
- \$411,510.80 for construction of the County Highway 69 Intersection Improvements, if the City awards the contract for construction no later than November 6, 2027

Attachments:

[ODC - City of Shakopee - Amendment to Developer's Agreement \(Shakopee, MN 32006\) 08.24.2026.pdf](#)

-----Reserved for Recording Data-----

AMENDMENT TO DEVELOPER'S AGREEMENT

This Amendment ("**Amendment**") to Developer's Agreement is made as of August __, 2026, by and between the City of Shakopee, a Minnesota municipal corporation ("**City**") and Opus Development Company, L.L.C., a Delaware limited liability company ("**Developer**").

Recitals

- A. The City and the Developer entered into a Developer's Agreement dated November 7, 2022 ("**Developer's Agreement**") pertaining to the property legally described as:

Lots 1 and 2, Block 1, and Outlot A of River Valley Business Park
according to the recorded plat thereof on file with the office of the Scott
County Recorder ("**Property**").

- B. Among other things, the Developer's Agreement addressed the manner by which the Developer would reimburse the City for the construction of Colburn Drive and the construction of a roundabout at the Emery Way/CH69 intersection.
- C. The City and the Developer now desire to change the manner by which the Developer will reimburse the City for the construction cost of those Improvements.
- D. In addition, because the Developer has completed its obligations with respect to the portion of the Property legally described as Lot 1, Block 1 of River Valley Business Park according to the recorded plat thereof on file with the office of the Scott County Recorder ("**Released Property**"), the Developer has requested, and the City has agreed, that the Released Property be released from the terms and conditions of the Developer's Agreement, subject to the terms and conditions of this Amendment.

Based on these Recitals, the City and the Developer mutually agree as follows:

1. Paragraph 6(E) of the Developer's Agreement is hereby deleted in its entirety and the following substituted therefor:

(E) Plan B Improvements Cost Sharing. The current estimated cost of the Plan B Improvements, including installation, construction, design, administrative, and technical costs is \$1,650,000. The Developer is responsible for paying \$825,000 of those costs. The Developer has previously paid \$150,000 to the City for the City to retain a professional engineering firm to prepare detailed plans and specifications for the complete installation of the Plan B Improvements, leaving a balance owed to the City of \$675,000. The Developer will pay the balance owed to the City in the following manner:

- (1) Within thirty (30) days after being invoiced by the City, the Developer will pay the City \$263,489.20 for the construction of Colburn Drive.
- (2) If the City awards the contract for construction of the County Highway 69 Intersection Improvement Project (“**Project**”) no later than November 6, 2027, the Developer will pay the City the remaining \$411,510.80 within thirty (30) days following receipt of an invoice from the City. The Developer will have no obligation to pay that amount if the City awards the contract for that Project after November 6, 2027.

Final Plan B Improvement costs shall be determined based on actual construction costs that will be determined upon completion of the Project. All estimated costs referred to in this Agreement are only estimates and the final construction cost for the Plan B Improvements shall govern in computing and apportioning the cost of the Plan B Improvements. Any excess in any Developer's payments to the City will be returned to the Developer within 30 days after the City's acceptance of the Plan B Improvements.

2. Paragraph 6(G) of the Developer's Agreement is hereby deleted in its entirety and the following substituted therefor:

(G) Special Assessment Process and Waiver of Rights. If Developer fails to make the payment to the City required by Paragraph 6(E)(2) of this Agreement, the City will specially assess the Property pursuant to Minnesota Statutes, Chapter 429. Developer waives notice of hearing and hearing otherwise provided in Minn. Stat. Sections 429.031 and 429.061, or any other right to notice and hearing, on the Project and the special assessments in the amount up to \$411,510.80. Developer specifically requests that the Project be constructed and special assessments levied against the Property without hearings.

Developer waives the right to appeal the levy of any special assessments contemplated by this Agreement levied against the Property pursuant to Minn. Stat. Section 429.081, or reapportionment upon land division pursuant to Minn. Stat., Section 429.071, Subd. 3, or any other right to appeal, and further specifically agrees with respect to the special assessments against the Property or reapportionment and that:

1. Any requirements of Minn. Stat., Chapter 429 with which the City does not comply are waived;
 2. The increase in fair market value of the Property resulting from construction of the Project will be equal to at least \$411,510.80 and that the increase in fair market value is a special benefit to the Property;
 3. Assessment of \$411,510.80 against the Property is reasonable, fair and equitable and there are no other properties against which such cost should be assessed; and
 4. The waiver of Developer's rights set forth in this Paragraph 6(G) is valid up to a maximum amount of \$411,510.80.
-
3. The City and the Developer hereby acknowledge and agree that the Developer's Agreement is terminated for all purposes solely as it relates to the Released Property and shall no longer apply to the Released Property. Notwithstanding the foregoing, the Developer's Agreement shall continue in full force and effect against the remainder of the Property.
 4. This Amendment runs with the land and is intended to be binding on all future owners of the Property.
 5. Except as otherwise provided in this Amendment, all provisions in the Agreement shall remain in effect.
 6. In the event of any inconsistency between the terms of the Developer's Agreement and the terms of this Amendment, the terms of this Amendment shall govern and control.
 7. This Amendment may be executed in any number of counterparts, each of which shall be deemed to constitute an original hereof.

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

CITY OF SHAKOPEE

Dated: _____

By: _____

Its: Mayor

By: _____

Its: City Administrator

OPUS DEVELOPMENT COMPANY, L.L.C

Dated: 8/24/2026

By: [Signature]

Its: President

STATE OF MINNESOTA)
) ss
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2026, by _____, Mayor of the City of Shakopee, Minnesota, on behalf of the City.

Notary Public
My Commission Expires: _____

STATE OF MINNESOTA)
) ss
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2026, by _____, City Administrator of the City of Shakopee, Minnesota, on behalf of the City.

Notary Public
My Commission Expires: _____

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of August 2026, by Philip Catmarch, as President of Opus Development Company, L.L.C., a Delaware limited liability company, on behalf of the corporation.



Jennifer A Moysa
Notary Public
My Commission Expires: 1/31/2028



Shakopee City Council September 1, 2026

5.d

Agenda Item: Approve Extended Construction Hours for the Shenandoah Drive and Schenian Street Intersection Improvements Project
Prepared by: Alex Jordan, City Engineer
Reviewed by:

Action to be considered:

Approve suspension of City Code Sec. 130.45, Noise Elimination and Noise Prevention, Subd. C.4, Hourly Restrictions on Certain Operations, allowing the Shenandoah Drive and Schenian Street Intersection Improvements Project contractor, S.M. Hentges & Sons, Inc. and their subcontractors, to perform work beginning at 8 a.m. on Saturdays through the end of October 2026.

Motion Type:

Simple Majority

Background:

City Code Section 130.45 restricts the hours of construction operation from 7 a.m. to 10 p.m. on weekdays, and 9 a.m. to 9 p.m. on weekends and holidays.

Contractors working on the Shenandoah Drive and Schenian Street Intersection Improvements Project have requested the city extend working hours to begin work at 8 a.m. on Saturdays through the end of October 2026.

This extension will help meet the project deadlines. The impacts from the earlier generated noise is not anticipated to be a substantial nuisance in this area of the city for the prescribed times. If property owner complaints are received by the City, the ordinance suspension can be revoked at the discretion of the City Engineer.

Upon City Council's approval, a public news release and notice would be placed in the City's local paper and on the City's website to meet the City Code requirements.

Recommendation:

Approve the request

Budget Impact:

None

Attachments:

[Working Times - Shenandoah Dr Roundabout.pdf](#)

From: [Callie Jo Miller](#)
To: [Alex Jordan](#)
Cc: [Jake Guzik](#); [Eddie Lusignan](#); [Jake Gottas](#)
Subject: Working Times - Shenandoah Dr Roundabout
Date: Tuesday, August 18, 2026 11:12:44 AM

Alex,

SMH would like to request a start time of 8 AM on Saturdays moving forward, along with the request to work on all Saturdays in the future for the remainder of this project.

Please let me know if this is acceptable, thanks!

Thank you,



Callie Jo Miller

Project Manager

S.M. Hentges & Sons Inc.

c: 612.741.8593 **f:** 952.492.5705

a: 650 Quaker Avenue, Jordan, MN 55352

w: SMHentges.com **e:** callie.miller@smhentges.com



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Shakopee City Council September 1, 2026

5.e

Agenda Item: Minnesota DNR's Conservation Partners Legacy Grant Program Application
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-121, approving an application to the Minnesota DNR's Conservation Partners Legacy grant program.

Motion Type:

Simple Majority

Background:

MN DNR provides grants through the CPL program to fund the restoration, protection, and enhancement of prairies, wetlands, forests, and habitats for fish, game, and wildlife in Minnesota. The City of Shakopee is requesting funds to conduct long-term invasive shrub maintenance at Southbridge Community Park. The funding will be used to mitigate the Common Buckthorn and non-native Honeysuckle as well as remove dead and dying red oaks impacted by Oak Wilt and seed native plants throughout the park.

Recommendation:

Adopt Resolution R2026-121.

Budget Impact:

The grant requires a 10% match and will be provided through the Engineering Department's Surface Water Fund.

Attachments:

[Resolution R2026-121.docx](#)

RESOLUTION R2026-121
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE CITY TO SUBMIT A MINNESOTA DNR
CONSERVATION PARTNERS LEGACY GRANT APPLICATION

WHEREAS, the City of Shakopee supports the application made to the Minnesota DNR's Conservation Partners Legacy Grant program, and

WHEREAS, the application is to obtain funding to conduct long-term invasive shrub maintenance, tree removal, and native plant seeding, and

WHEREAS, the City of Shakopee recognizes a 10% match is required and will be provided through the Surface Water Fund.

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 MN DNR, the City of Shakopee agrees to accept the grant award and may enter into an agreement with MN DNR 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 1st day of September 2026.

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 September 1, 2026

5.f

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

Action to be considered:

Approve a Special Event Permit and a Temporary Liquor License for the Downtown Dogs Event being held by the Shakopee Chamber of Commerce October 11, 2026.

Motion Type:

Simple Majority

Background:

The Shakopee Chamber of Commerce has submitted applications for a Special Event permit and a temporary liquor license for the Downtown Dogs event being held on October 11, 2026, from 12:00 pm until 4:00 pm in the public parking lot at 222 Lewis Street. Downtown Dogs is a community event designed to bring local businesses together in celebration of our four-legged friends. The event will feature multiple vendors and food trucks. Fresh water and bowls will be supplied for the dogs, as well as waste bags.

They are requesting to close the parking lot at 9:00 am for event set up and reopen it by 5:00 pm. This is the parking lot directly in front of Pablo's Mexican Restaurant. The restaurant is closed on Sundays, so this parking lot closure will not impact their business. The Chamber is requesting parking lot closure signs be posted on October 7th. They are also requesting eight garbage cans, eight recycling cans and road closure barricades to be placed according to the attached map.

Alcohol will be sold from a tent in the event area. Anyone purchasing alcohol will be required to show ID and they will be wrist-banded.

Recommendation:

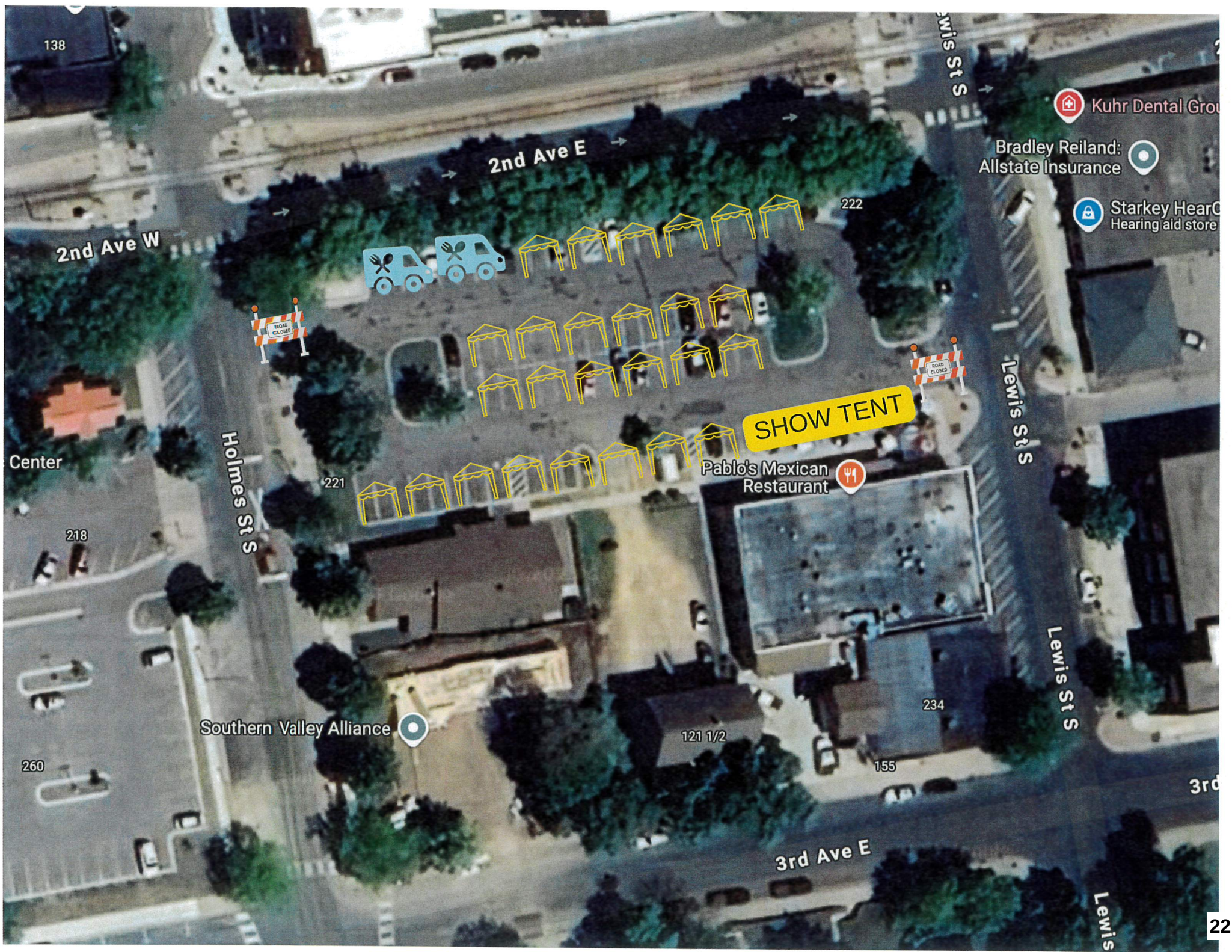
Approve the above requested motion.

Budget Impact:

Staff time will be needed to drop off and pick up street barricades, garbage cans and to post parking lot closure signs.

Attachments:

[Downtown Dogs Event Map](#)





Shakopee City Council September 1, 2026

5.g

Agenda Item: Accept a Proposal from Alliant Engineering for Engineering Services for the 2028 and 2029 Full-Depth Pavement Reconstruction Projects
Prepared by: Alex Jordan, City Engineer
Reviewed by:

Action to be considered:

Accept a proposal in the amount of \$61,480 from Alliant Engineering to perform engineering services for the 2028 and 2029 Full-Depth Pavement Reconstruction Projects.

Motion Type:

Approve

Background:

The adopted 2026-2030 Capital Improvement Plan (CIP) programs the reconstruction of 10th Avenue between Harrison Street and Marschall Road in 2028 and 2029. The improvements include full depth reconstruction of the bituminous roadway. As part of the pavement reconstruction, the City is evaluating safety and multimodal improvements that could be included with the project. To better evaluate the feasibility of the safety improvements, staff recommends conducting a topographic survey of the corridor. The survey will be used as the basis for the roadway reconstruction design, as well as any safety improvements that may be added based on the results of the citywide safety action plan and available funding.

Alliant's proposal identifies the scope of services and estimated costs to complete the topographic surveying for the improvements. Alliant has the experience, technical skill and capacity to provide the needed services and is part of the City's approved consultant pool. The attached proposal describes the scope of services and fees.

Recommendation:

Accept the proposal.

Budget Impact:

Alliant's proposal to complete the topographic survey is based on a not to exceed amount of \$61,480. The adopted 2026-2030 Capital Improvement Plan includes \$100,000 from the Capital Improvement Fund in 2026 to prepare grant applications and complete

preliminary engineering for the project.

Attachments:

[CIP Sheets.pdf](#)

[20260825--10th Avenue Improvements - Topographic Survey--Scope and Fee_Rev1.pdf](#)

Project Details
Shakopee, MN

Project #	CIF-28-001
Project Name	2028 Full-Depth Pavement Reconstruction

Total Project Cost	\$5,050,000	Contact	City Engineer
Department	Capital Improvements Fund	Type	Improvement
Category	Street Reconstruction	Priority	1 - Have to do
Status	Active	Useful Life	30 years
Fund	Capital Improvement Fund		

Description

This project is for the full depth reconstruction of the bituminous roadway for 10th Avenue from Harrison Street to Apgar Street. As part of this project, a reduction from a 4-lane section to a 3-lane section and pedestrian improvements will be considered. The City will be applying for Safe Routes to School and Regional Solicitation funds to include the multi-modal improvements with the project. Additional storm sewer improvements as well as utility and curb and gutter repairs and improvements will be evaluated and included with this project.

The project also includes full-depth reconstruction of Valley View Road from 17th Avenue to Countryside Drive.

Funding for 10th Avenue is programmed in 2026 to prepare grant applications and complete preliminary engineering to determine the appropriate multi-modal improvements.

Justification

This is a continuation of the City's Pavement Preservation Program to maintain existing infrastructure.

Expenditures	2026	2027	2028	2029	2030	Total
Construction/Maintenance	0	0	4,200,000	0	0	4,200,000
Engineering/Administration	100,000	350,000	400,000	0	0	850,000
Total	100,000	350,000	4,600,000	0	0	5,050,000

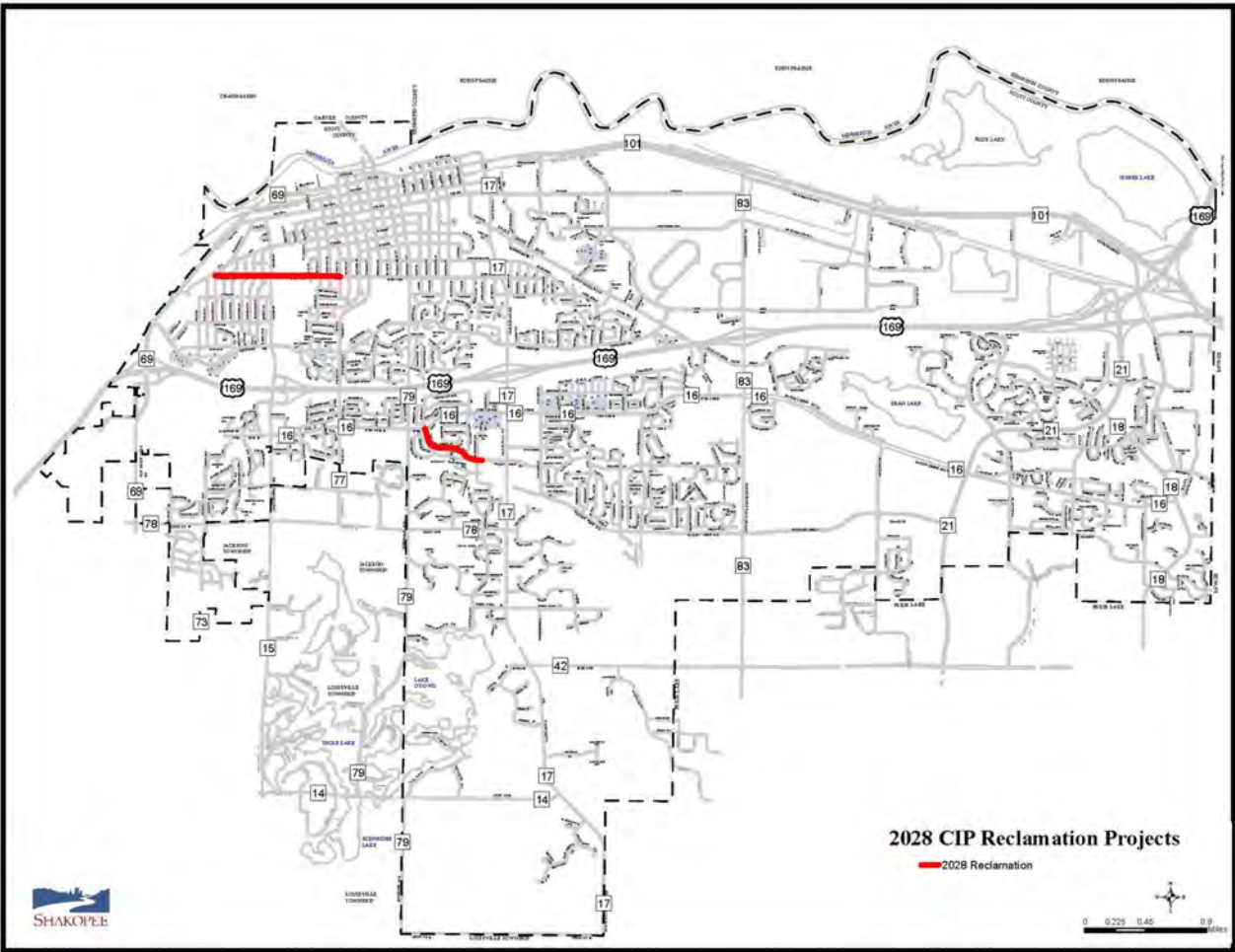
Funding Sources	2026	2027	2028	2029	2030	Total
MSA - State Aid	0	0	2,400,000	0	0	2,400,000
Capital Improvement Fund	100,000	350,000	1,755,000	0	0	2,205,000
Special Assessments	0	0	325,000	0	0	325,000
Storm Drainage Fund	0	0	80,000	0	0	80,000
Cost Sharing, SPUC	0	0	30,000	0	0	30,000
Sanitary Sewer Fund	0	0	10,000	0	0	10,000
Total	100,000	350,000	4,600,000	0	0	5,050,000

Budget Impact

Required ADA improvements are generally unfunded mandates to improve accessibility and minimize liability.

Project Details
Shakopee, MN

Project #	CIF-28-001	Contact	City Engineer
Project Name	2028 Full-Depth Pavement Reconstruction	Department	Capital Improvements Fund



RE: Proposal for 10th Avenue Improvements – Topographic Survey

Dear Mr. Jordan:

Alliant Engineering appreciates the opportunity to provide topographic survey to guide future improvements to 10th Avenue. Based on our work with the Safe Streets and Roads for All (SS4A) project and our previous discussions with you, we have prepared the following scope of services. A detailed spreadsheet documenting the hours and fee associated with this work is also included with this letter.

August 25, 2026

Alex Jordan, PE

City Engineer

City of Shakopee

Alliant Engineering, Inc.

733 Marquette Avenue Suite 700

Minneapolis, MN 55402

612.758.3080

www.alliant-inc.com

PROJECT UNDERSTANDING

We understand that the City of Shakopee is considering future improvements to 10th Avenue between Harrison Street and Marschall Road (approximately 2.1 miles). This initial phase will involve collecting the topographic survey needed to proceed with preliminary design of potential improvements.

SCOPE OF SERVICES

TASK 1 – TOPOGRAPHIC SURVEY

Alliant will collect and map topographic survey information within the 10th Avenue right-of-way between Harrison Street and Marschall Road. In addition to standard topographic data, the survey will include:

- Request for private utility location through Gopher State One Call and collecting provided information into the project base map.
- Location of property pins when possible to verify right-of-way mapping.
- Location, diameter, and species type for trees within the right-of-way.

CITY OF SHAKOPEE RESPONSIBILITIES:

- Provide notification to residents of upcoming survey work (if required)
- Provide available record drawings and public utility information for the corridor

CONSULTANT DELIVERABLES:

- Draft and final project base map in AutoCAD and pdf formats

Subtotal of Design Fees	\$61,480
Reimbursable Expenses	NONE
Total Project Fee	\$61,480

SCHEDULE

We are ready to begin the survey work shortly after notice to proceed and plan to complete the work as soon as possible, but no later than the end of 2026.

We again thank you for the opportunity to work with the city on this project and are ready and eager to get started. If you have any questions about this scope and fee or want to discuss in further detail, please contact me at the email address or phone number listed below. We propose to perform this work in a manner consistent with the terms of the Master Agreement for Professional Consulting Services dated August 7, 2024.

Sincerely,

Alliant Engineering, Inc.



Eric Nelson, PE
Principal

✉ **EMAIL** enelson@alliant-inc.com

☎ **DIRECT** 612.767.9380

Building better communities with excellence and passion

ACCEPTED BY CITY OF SHAKOPEE

CITY ADMINISTRATOR

Signature

Date

MAYOR

Signature

Date

Alliant Engineering
City of Shakopee -10th Avenue Topographic Survey
Hours and Fee Estimate

Task	Description	Hours						TASK TOTAL COST
		Alliant Engineering					TEAM TOTAL	
		Director of Land Survey	Professional Land Surveyor	Senior Survey CAD Technician	Survey CAD Technician	2-Person Survey Crew		
1.0	Topographic Survey	6	2	70	36	192	306	\$61,480.00
1.1	Routine project management	4					4	\$940.00
1.2	Survey and data collection	2	2	30		192	226	\$51,320.00
1.3	Data processing and mapping			40	36		76	\$9,220.00
	PROJECT TOTAL HOURS	6	2	70	36	192	306	
	Hourly Billing Rates	\$ 235.00	\$ 210.00	\$ 145.00	\$ 95.00	\$ 240.00		
	DIRECT LABOR	\$1,410	\$420	\$10,150	\$3,420	\$46,080	\$61,480	
SUBTOTAL LABOR COST								61,480.00
Direct Expenses:								
NONE								
SUBTOTAL DIRECT EXPENSES								\$0.00
PROJECT COST NOT TO EXCEED								\$61,480.00



Shakopee City Council September 1, 2026

5.h

Agenda Item: Approve a Reimbursement Agreement with the Lower Minnesota River Watershed District
Prepared by: Alex Jordan, City Engineer
Reviewed by:

Action to be considered:

Approve a Reimbursement Agreement with the Lower Minnesota River Watershed District for water quality and riverbank stabilization improvements.

Motion Type:

Simple Majority

Background:

The Lower Minnesota River Watershed District's (LMRWD) Watershed Management Plan identifies numerous goals toward which the district works, including but not limited to surface water management and erosion and sediment control within the watershed. The City of Shakopee has undertaken and plans to complete projects within that city the supports the LMRWD's goals. Those project include the recently completed Lewis Street and 2nd Avenue Parking Lot improvements that included an underground chamber system for water quality treatment, and the Minnesota Riverbank Stabilization Project, which includes repairing the riverbank and construction of stormwater management management water quality improvements.

The LMRWD has agreed to provide partial funding for the improvements in the form of a reimbursement. The Reimbursement Agreement establishes the City's and district's responsibilities and reimbursement details for the improvements.

Recommendation:

Approval of the Agreement

Budget Impact:

The Lower Minnesota River Watershed District has agreed to reimburse the City as follows:

- \$100,000 for the 2nd Ave/Lewis Street Stormwater BMP Project
- \$92,000 for the Riverbank Stabilization Project
- \$90,280 for the Water Quality BMP Project (as part of the riverbank improvements)

Reimbursement will be provided after completion of the improvements within 30 days of receipt of an invoice from the City.

Attachments:

[DOCSOPEN-#1112421-v1-Reimbursement_Agreement for Approval.pdf](#)

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the “Agreement”) is made this _____ day of _____, 2026, by and between the City of Shakopee, a Minnesota municipal corporation (the “City”), and the Lower Minnesota River Watershed District, a watershed district under the laws of Minnesota (“LMRWD”).

RECITALS

- A. LMRWD’s Watershed Management Plan identifies numerous goals toward which LMRWD works, including but not limited to surface water management and erosion and sediment control within the Lower Minnesota River Watershed.
- B. The City has undertaken and is undertaking certain projects (each individually a “Project” and collectively the “Projects”) in the City that support LMRWD’s goals.
- C. Specifically, the Projects are:
 - a. The Shakopee Riverbank Stabilization Improvements project (“Riverbank Stabilization Project”), which includes stabilization of gullies along the south bank of the Minnesota River from Scott Street to Market Street in the City, identified in the 2023 Gully Inventory and Condition Assessment Project;
 - b. The Shakopee Water Quality BMP – Riverbank Stabilization Improvements project (“Water Quality BMP Project”), which includes construction of a stormwater management water quality BMP in Huber Park in the City;
 - c. The Shakopee Downtown Stormwater BMP – 2nd Ave and Lewis St Parking Lot project (“Downtown Stormwater BMP Project”), which includes construction of an underground chamber system for water quality treatment. The Downtown Stormwater BMP Project has already been completed.
- D. LMRWD wishes to provide, and the City wishes to accept, certain reimbursement for costs of each of the Projects on the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, based upon the mutual covenants and obligations contained herein and for other valuable consideration, the parties hereto agree as follows:

- 1. The City will complete the Riverbank Stabilization Project and the Water Quality BMP Project. The City has sole responsibility for procuring all necessary Project-related services and materials in accordance with its usual practices and local and state law.
- 2. LMRWD will reimburse the City for costs of the Projects, after each is completed, as follows:
 - a. In the amount of \$100,000 for the Downtown Stormwater BMP Project, to be paid

- upon execution of this Agreement;
- b. In the amount of \$92,000 for the Riverbank Stabilization Project, to be paid within 30 days of receipt of an invoice from the City showing the City's costs paid for completing the Project;
 - c. In the amount of \$90,280 for the Water Quality BMP Project, to be paid within 30 days of receipt of an invoice from the City showing the City's costs paid for completing the Project.
3. The City shall be responsible for the long-term maintenance of Project improvements.
4. Notice or demand or other communication between or among the parties shall be sufficiently given if sent by electronic mail, first class United States mail, or delivered personally to:

As to LMRWD: Lower Minnesota River Watershed District
Attn: Will Lytle, Administrator
112 E. 5th Street, #102
Chaska, MN 55318
Email: will.lytle@lowermnriverwd.org

As to the City: City of Shakopee
Attn: Alex Jordan, City Engineer
485 Gorman Street
Shakopee, MN 55379
Email: ajordan@shakopeemn.gov

5. Additional Provisions.

- a. Each party represents to the other that it is empowered and authorized to enter into this Agreement.
- b. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such provision and shall not invalidate or render unenforceable any other provision of this Agreement.
- c. Each right, power or remedy conferred upon the parties to this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising or available to the parties at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or LMRWD, as the case may be, and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or non-performance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

- d. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
- e. This Agreement shall terminate when the Projects are completed and all financial obligations of LMRWD are duly satisfied.
- f. All recitals are hereby incorporated into this Agreement as if fully set forth herein.
- g. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF SHAKOPEE

By: _____
Its: Mayor

By: _____
Its: City Administrator

LOWER MINNESOTA RIVER
WATERSHED DISTRICT

By: _____

Name: _____

Its: _____



Shakopee City Council September 1, 2026

5.i

Agenda Item: Metropolitan Council's Livable Communities Grant Program Award
Prepared by: Andrea Harrell, Grants and Special Projects Coordinator
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Adopt Resolution R2026-123, accepting Metropolitan Council's Livable Communities 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 January 20, 2026 meeting, Council approved the application to the Metropolitan Council's Livable Communities grant via Resolution R2026-015. The Livable Communities grant is providing \$1,427,400 in funding to support the creation of the Hub Innovation Center. This funding will be used in conjunction with the \$6,500,000 already awarded via Federally- and State-directed allocations.

Recommendation:

Adopt Resolution R2026-123.

Budget Impact:

A 0% match is required.

Attachments:

[Resolution R2026-123 AWARD.docx](#)

[Resolution R2026-015.pdf](#)

RESOLUTION R2026-123
A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA APPROVING
THE METROPOLITAN COUNCIL'S
LIVABLE COMMUNITIES GRANT AWARD AGREEMENT

WHEREAS, the City of Shakopee applied to the Metropolitan Council's Livable Communities grant, previously approved via Resolution R2026-015 on the 20th day of January 2026, and

WHEREAS, the grant award is to provide funding for the building of the Hub Innovation Center, and

WHEREAS, the City of Shakopee was awarded the Livable Community grant for \$1,427,400, and

WHEREAS, the City of Shakopee recognized a 0% match is required to accept the grant award.

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 Metropolitan Council, 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 1st day of September 2026.

Matt Lehman,
Mayor of the City of Shakopee

ATTEST:

Richard Parsons
City Clerk

RESOLUTION NO. R2026-015

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION BY THE CITY OF SHAKOPEE TO THE METROPOLITAN COUNCIL FOR LIVABLE COMMUNITIES ACT GRANT IN AN AMOUNT NOT TO EXCEED \$2,000,000 AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE RELATED DOCUMENTS FOR THE GRANT

WHEREAS, the City of Shakopee is a participant in the Metropolitan Council's Livable Communities Act (LCA) program; and

WHEREAS, the City of Shakopee is eligible to apply for grant funding through the Metropolitan Council's Livable Communities Act grant programs; and

WHEREAS, the City of Shakopee desires to submit a grant application to the Metropolitan Council for Livable Communities Act funding in an amount **not to exceed \$2,000,000** to support the following project:

Project Name: Innovation Hub

Project Description: Located in downtown Shakopee, serving as a hub for training, education and innovation.

WHEREAS, the proposed project is consistent with the goals and policies of the Livable Communities Act and the City of Shakopee's adopted comprehensive plan; and

WHEREAS, the City of Shakopee understands that acceptance of grant funds requires compliance with all applicable Metropolitan Council grant requirements and conditions.

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

1. Authorization to Apply.

The City Council hereby authorizes the submission of a Livable Communities Act grant application to the Metropolitan Council in an amount **not to exceed \$2,000,000** for the project described above.

2. Designation of Officials.

The Mayor and the City Administrator are authorized to execute and submit the grant application and any related documents, agreements, or certifications required by the Metropolitan Council.

3. Commitment to Grant Requirements.

The City of Shakopee commits to complying with all applicable rules, regulations, and requirements of the Metropolitan Council related to the Livable Communities Act grant program, if awarded.

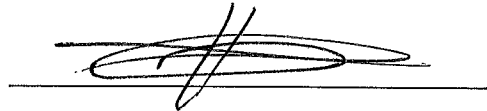
4. **Local Match (if applicable).**

The City Council acknowledges and approves any required local match or financial commitment associated with the grant application, subject to final budget authorization.

Adopted by the City Council of the City of Shakopee, Minnesota, this 20 day of January 2026.



Mayor



City Administrator



City Clerk



Shakopee City Council September 1, 2026

5.j

Agenda Item: Resolution Approving Continued PERA Police & Fire Plan Membership for the Fire Inspector
Prepared by: Christie Rossow, Human Resources Director
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Approve Resolution R2026-120, as requested.

Motion Type:

Simple Majority

Background:

Shawn Lovejoy is currently employed by the City of Shakopee as a full-time firefighter in the Shakopee Fire Department and, in that role, is a member of PERA's Public Employees Police and Fire Plan. Effective 9/14/2026, Shawn Lovejoy will transfer to the position of Fire Inspector within the same department.

Because the Fire Inspector position does not independently meet the Police and Fire Plan's eligibility criteria, the transfer would normally end the employee's Police and Fire Plan membership. However, Minn. Stat. § 353.64, subd. 5a allows an employee to continue Police and Fire Plan membership when transferring to a different position within the same fire department, provided the governing body adopts a resolution.

Staff also reviewed comparable cities and found that Fire Inspector positions generally participate in the Police and Fire Plan, consistent with continuing coverage for this transfer.

Staff recommends the City Council adopt the attached resolution authorizing continued Police and Fire Plan membership for Shawn Lovejoy.

Recommendation:

Staff recommends approval of Resolution R2026-120 which allows for continued membership in the PERA Police & Fire Plan for an employee transferring within the Shakopee Fire Department.

Budget Impact:

The budget impact is minimal, as this is an existing Fire Department employee transitioning into the Fire Inspector position. The employer PERA contribution rate is 7.5% under the Coordinated Plan compared to 17.7% under the Police & Fire Plan.

Attachments:

[PERA_Resolution 2026.120.pdf](#)

**CITY OF SHAKOPEE, MINNESOTA
RESOLUTION R2026-120**

**A RESOLUTION AUTHORIZING CONTINUED MEMBERSHIP IN THE PUBLIC
EMPLOYEES POLICE AND FIRE PLAN FOR AN EMPLOYEE TRANSFERRING WITHIN
THE SHAKOPEE FIRE DEPARTMENT**

BE IT RESOLVED by the City Council of the City of Shakopee, Minnesota as follows:

WHEREAS, the City of Shakopee is a governmental subdivision within the meaning of Minnesota Statutes, section 353.64, and participates in the Public Employees Police and Fire Plan (“Police and Fire Plan”) administered by the Public Employees Retirement Association (“PERA”); and

WHEREAS, Shawn Lovejoy (the “Member”) is currently employed by the City as a full-time firefighter in the Shakopee Fire Department and, in that position, is a member of the Police and Fire Plan under Minnesota Statutes, section 353.64, subdivision 1; and

WHEREAS, the Member is being transferred, effective 9/13/2026, from the position of firefighter to the position of Fire Inspector within the Shakopee Fire Department; and

WHEREAS, the position of Fire Inspector does not, standing alone, meet the eligibility criteria for membership in the Police and Fire Plan set forth in Minnesota Statutes, section 353.64, subdivisions 1 and 2; and

WHEREAS, Minnesota Statutes, section 353.64, subdivision 5a, paragraph (a), (1), provides that a member of the Police and Fire Plan continues to be a member of the Police and Fire Plan if the member is transferred or has a change in employment to a different position within the same fire department; and

WHEREAS, Minnesota Statutes, section 353.64, subdivision 5a, paragraph (b), requires the governing body of the governmental subdivision that employs the Member, in the case of such a transfer, to adopt and send to PERA a resolution to that effect; and

WHEREAS, the City Council of the City of Shakopee has determined that it is appropriate and consistent with Minnesota Statutes, section 353.64, subdivision 5a, to continue the Member’s participation in the Police and Fire Plan following the transfer described above;

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

1. The City Council finds that the transfer of Shawn Lovejoy from the position of firefighter to the position of Fire Inspector within the Shakopee Fire Department, effective 9/13/2026, constitutes a transfer to “a different position within the same fire department” within the meaning of Minnesota Statutes, section 353.64, subdivision 5a, paragraph (a), (1).
2. Pursuant to Minnesota Statutes, section 353.64, subdivision 5a, the Member shall continue to be a member of the Public Employees Police and Fire Plan following the transfer described above,

notwithstanding that the position of Fire Inspector does not independently satisfy the membership criteria of Minnesota Statutes, section 353.64, subdivisions 1 and 2.

3. This resolution shall take effect immediately upon its adoption.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held on the 1st day of September, 2026.

Mayor of the City of Shakopee

ATTEST:

Rick Parsons, City Clerk



Shakopee City Council September 1, 2026

5.k

Agenda Item: Donation Acceptance of Used Card Access Equipment.
Prepared by: Andy Hutson, I.T. Director
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Accept the donation of used card access equipment from the City of Lakeville.

Motion Type:

Simple Majority

Background:

The City of Lakeville has kindly offered to donate used controller boards and power supplies to the City of Shakopee. The card access equipment and software has been recently replaced in Lakeville. The donated boards are proprietary to the same software Shakopee runs for card access and do not work with Lakeville's new system. The boards and power supplies will be kept as backup replacement equipment for our system if were to have an equipment failure.

The used equipment has an estimated value of \$923.00, looking at current eBay offerings. This equipment will be used to support operational needs of city buildings.

Recommendation:

Staff recommends City Council approve the acceptance of the donated computer equipment from the City of Lakeville.

Budget Impact:

The approximate value of the donated equipment is \$923.00. There is no purchase cost to the City associated with accepting the donation. Any routine costs or labor associated with setup, swapping equipment, maintenance, or future replacements would be handled by IT staff or through the IT budget if needed.

Attachments:

[Resolution_No_R2026-125_Card_Access_Equipment.docx](#)

RESOLUTION R2026-125

**A RESOLUTION OF THE CITY OF SHAKOPEE, MINNESOTA
ACCEPTING DONATION OF EQUIPMENT FROM THE CITY OF LAKEVILLE.**

WHEREAS, on November 6, 2002, the City Council adopted Resolution No. 5794, which established procedure relating to the receipt of gifts and donations by the City; and

WHEREAS, Resolution No. 5794 specifies that donations of real property shall be accepted by resolution of the City Council, and shall require a two-thirds majority of the Council for acceptance; and

WHEREAS, City Of Lakeville has given a donation of used access equipment compatible with our version of security software in the amount of approximately \$923 that is no longer of use in their city; and

WHEREAS, such a donation will be used to help support a Shakopee facility with a future card access equipment failure.

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

FURTHER, that the donated equipment shall be used for municipal purposes, including facility access control and security.

FURTHER, that upon transfer and acceptance of the equipment, the City of Shakopee shall be responsible for the installation, operation, maintenance, and future replacement of the equipment.

Adopted in regular session of the City Council of the City of Shakopee, Minnesota, held this 1st day of September 2026.

Mayor of the City of Shakopee

ATTEST:

City Clerk

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



Shakopee City Council September 1, 2026

5.I

Agenda Item: Approval of the Updated Information Security and Technical Use Policy
Prepared by: Andy Hutson, I.T. Director
Reviewed by: Chelsea Petersen, Assistant City Administrator

Action to be considered:

Approve the updated Information Security and Technical Use Policy

Motion Type:

Simple Majority

Background:

The City's IT policy should be reviewed and updated periodically to ensure it remains current, effective, and aligned with evolving technology, cybersecurity risks, legal and regulatory requirements, and organizational needs. Additional updates were made in this policy to support and align with other city initiatives such as the APWA certification process. Maintaining an up-to-date IT policy helps provide clear guidance to staff, strengthen the City's information security practices, and support consistent and responsible use of technology resources.

A summary of updates include: the use of card access, video surveillance, panic buttons, and clarification of IT's role in the Software and Hardware purchasing process. Other areas of the policy remain unchanged from previous versions.

An AI policy is not currently included within this updated City IT policy; however, a dedicated group is being formed to develop and establish appropriate guidance for the responsible use of artificial intelligence. Given the rapidly evolving AI landscape, including the frequent changes in capabilities, risks, and offerings from technology vendors, it is important that the City take a thoughtful and adaptable approach to this policy development. The group will evaluate appropriate uses of AI, vendor practices, data privacy and security considerations, and measures to help ensure information generated or processed through AI remains accurate and reliable. The policy will be designed to provide clear guidance while allowing the City to adapt as AI technologies and vendor offerings continue to evolve. Once an AI policy is finalized it will be sent to council for approval.

Recommendation:

Approve the updated IT Policy

Budget Impact:

No budget impact to the city as the IT Policy is written by staff.

Attachments:

[IT Information Security Policy - 2026.pdf](#)



CITY OF SHAKOPEE
INFORMATION SECURITY AND TECHNOLOGY USE POLICY

Adopted: 8/7/2019

Amended: XX/XX/XXXX

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I. INFORMATION SECURITY & TECHNICAL USE PROGRAM POLICY

A. ISSUING AUTHORITY

IT Director through the City Administrator.

B. SCOPE

The Information Security and Technical Use policy and related standard operating procedures apply to all City of Shakopee staff, elected officials, seasonal staff, and relevant third parties.

C. PURPOSE

The purpose of the policy is to ensure consistent standards and practices across all city staff regarding the use of information technology systems that support services provided to the Shakopee community. The policy aims to protect the confidentiality, integrity, and availability of the city's information systems, while ensuring compliance with relevant legal and regulatory requirements, purchasing standards, and supporting the city's objective of service to the community.

D. EFFECTIVE DATE AND REVIEW

This policy is effective immediately upon issue and will be reviewed annually or as required by changes in technology, compliance standards, or agency operations.

E. EXCEPTIONS

Any exceptions to the policies contained herein must be requested in writing and approved by the IT Director. All exceptions must include a documented justification for a policy deviation and a review of the associated risks.

F. DEFINITIONS & CURRENT SYSTEMS

Definitions

Information: any communication or representation of knowledge in any medium or form (i.e. electronic, physical, verbal).

Information Security: the protection of information and information systems from unauthorized access, use, disclosure, disruption, modification or destruction to provide confidentiality, integrity and availability.

Information System / System Resources: individual resources organized for collection, processing, maintenance, use, sharing, dissemination or disposal of information (i.e. devices, network equipment, file management systems, software, messaging systems).

User: any individual (or process acting on behalf of an individual) that has access to an information system (i.e. employees, contractors, suppliers).

Standard Operating Procedures: Administrative processes, procedures and guidance to support policy or ordinance enacted.

G. Allowable and prohibited use

Employees are assigned a level of access to city's computer and software systems aligned with their function, role(s), and responsibilities. Employees must not attempt to access systems for which they have not been authorized, nor should any employee share their access to a system to another employee who is not authorized.

Use of all systems and IT resources must be conducted in an ethical manner that advances the city's mission to serve the citizens. Any conduct, private or otherwise, that does not follow ethical behavior is prohibited. IT actively monitors access to many systems to protect the confidentiality, integrity, and availability of the resource.

The following activities are prohibited at any time on city resources:

- Illegal or unethical activities
- Engaging in explicit material
- Engaging in material or advocating for intolerance of other people, races or religions
- For any other public office or employment incompatible with your current role

H. Use of city email

City employees, elected officials, part-time and seasonal workers, and non-exempt staff that are assigned a city email account (xxxx@Shakopeemn.gov) are expected to use that account for city business and refrain from personal or private use. The use of private email accounts is acceptable in certain situations, such as seasonal employees coordinating work schedules with supervisors or approved employees accessing third party platforms needed for city business.

As relates to the use of email accounts and the police department, the BCA/FBI CJIS Security Policy states that no police CJIS data should be sent on a commercial email system outside of city provided email accounts.

For non-exempt staff, when cases arise that require engaging them on their personal email outside of working hours, employees and supervisors must adhere to applicable wage and hour guidelines to ensure proper compensation for hours worked. See HR for additional information and guidance should this arise.

The city reserves the right to restrict employee access to email and actively monitors these systems to protect information and information systems.

I. Data protection, security, and privacy

Shakopee provides multiple networks to meet the city's needs and protect its data. Networks are designed for public use, employee use, and for protected CJIS information.

All employees should have an understanding the work they do using city IT systems is considered Shakopee property. To ensure data protection, security, and privacy the IT department prohibits the following:

- Unauthorized destroying or deleting data that will cause harm to the city or violates data retention policies set by state statute.

- Selling or sharing city data outside the organization without prior authorization
- Sharing user credentials to non-authorized users
- Use of unauthorized storage devices
- Downloading unauthorized or unlicensed software
- Any action that is not compliant with the City of Shakopee's Data Practices and Records Retention Policies (see CityNet).

J. Use of passwords on city computers and mobile devices

Passwords provide protection against unauthorized access to information and broader IT system security. The IT department sets directions, protocols, and guidelines for establishing safe and secure passwords for city employees by:

- Not repeating the same password across computers, applications, or websites either business or personal. This can lead to one compromised password getting access to multiple systems.
- Ensuring passwords follow IT guidance of strong passwords. IT periodically scans for known weak and compromised passwords.
- Enforcing best practices for both internal and externally managed systems.
- Multi-Factor Authentication (MFA) is required for external access to email and multiple other applications on internally and externally connected devices and networks. You will be prompted and required to set up MFA before access is granted. MFA will be enforced in every application it is an option.
- Prohibiting access to city systems by third-party services without direct city supervision or a contractual arrangement.

If you feel you may have given someone your credentials through a phishing email, malicious login, or any other avenue please change your password immediately and contact IT to help limit any additional harm to city systems.

K. Physical security

IT physical security protects the hardware and facilities that store and process critical information, reducing the risk of theft, damage, and operational disruptions. It forms a vital layer in maintaining the overall integrity of an organization's technology environment. The IT Department has established the following best practices to mitigate against unwarranted breaches:

- Do not leave sensitive materials around your workspace, on printers, in meeting areas, or in other areas that would allow unauthorized access to information including but not limited to passwords posted, badges, or keys.
- Lock your computer screen when not at your desk.
- Employees must maintain control of their computer equipment. Use by non-employees is prohibited.
- Keep city property protected (laptops, phones, and other devices) when not in direct sight or removed from city buildings. Asset protection is the responsibility of the employee. Should a device go missing, contact IT immediately.

- Access to data centers and closets is restricted to certain personnel. Authorization is established through policies put into place by the BCA and FBI. Access to data centers is monitored by Administration and IT.
- Authorized personnel should not prop open any closet or data center door and leave unattended.
- Report any strange activity that does not feel or look right to IT or Administration, as employees are the first line of defense.

L. Device and data destruction

All City of Shakopee computers and devices will be reused internally, sold, recycled or destroyed after they are taken out of service. All device hard drives slated for destruction will be stored in a locked environment for security purposes. Prior to selling or recycling, all hard drives within computers, tablets, laptops, and phones will be physically destroyed, or other approved methods under the observation of IT. Any physical devices, such as USB sticks, no longer needed with critical data should be given to IT for disposal.

M. Employee use of tools, software, technology, and devices

Unapproved software and hardware devices pose risk and can create a potential security threat. To protect the City of Shakopee, all devices, software, and equipment must be approved for internal employee network access to system resources and follow Information Technology Hardware/Software Purchasing and Licensing Policy.

IT prohibits the unauthorized connection of hardware and devices to our City of Shakopee employee internal network. This includes vendor computers used for presentation or system work. In such cases, vendors should utilize the established guest network designed as a connection for non-approved devices.

Employees are required to use approved applications to perform city functions. This includes applications to transmit, store or process City of Shakopee information.

Only authorized removable media is allowed to be plugged into our systems. USB devices should not be shared and plugged into computer systems outside of the City of Shakopee unless authorized. See IT to scan any device you obtain from outside sources and never plug in a USB device which has been found randomly.

Employees must not attempt to override any of the City of Shakopee implemented security features of your device or the network. Unless you have been explicitly authorized to do so (such as Cybersecurity testing), do not attempt to test, break, remove, or otherwise penetrate our security features and/or system resources.

N. Personally owned devices

Use of personally owned devices, such as cell phones, tablets, and laptops, is approved for certain city access, such as email, contingent upon its ability to comply with our Mobile Device Management (MDM) protocols. Attempting to override this protection on your connected device may result in IT removing its connection to the city's network and email.

Personal mobile devices are not guaranteed to be compatible with current standards and may be prevented by MDM access to our systems. Reasons for this can range widely, but typically relate to the age of the device, operating system version, patch level, security vulnerabilities, or the device is no longer supported by its manufacturer.

O. Patch management

Most employee workstations and servers are set to update operating system security patches, which occur monthly. If patches do not automatically install, users are required to install and reboot their computer. Engage IT if computer system continues to have issues installing new security patches.

Should IT become aware of critical patches needed to protect the city, IT can release to all machines immediately. Timely patching of computers and devices is one of the critical first lines of defense to a more secure environment. Do not bypass patching of computers or devices for sake of convenience.

P. Storage

Employees are not permitted to store personal information, such as personal documents, photos, music, videos, financial records, or other non-business-related data, on city-owned computers, servers, or storage systems. Data stored on city owned devices can be subject to the Freedom of Information Act (FOIA) data request.

Employees are expected to use provided storage locations such as Microsoft OneDrive, city server drives, Laserfiche, and other approved storage locations and applications. Local storage on your computer is not backed up and may be lost with a virus or hardware failure.

Q. Wireless connectivity (WiFi)

Wireless connectivity is provided for the convenience of mobility and the flexibility of employees and other users in many buildings. There is not an expectation of wireless functionality in every city facility or every space within a city facility.

The segmented employee WIFI network is for authenticated users. The public network is for all non-authenticated users and guests. All wireless traffic is monitored for content and goes through a filter for appropriate viewing of sites.

It is highly recommended if you need a public external WIFI connection off-site to use your personal mobile phone hot spot or a city mobile hot spot. Public places like coffee shops and hotels are not guaranteed safe wireless access points and should not be used with city owned devices or even personal devices accessing city data. City devices should not be connected to public external WIFI networks outside of your home network.

R. VPN connections

VPN (Virtual Private Network) connectivity will be provided as needed for specific job functions. VPN allows users to connect to internal resources when at a remote location. VPN authorization is not set by default and must be formally requested. VPN access is only approved for use on city owned devices.

All VPN users are required to use MFA (Multi-Factor Authentication) to connect to the internal network. IT will provide the method of VPN MFA to the approved user and connections to city resources are not available without it.

S.Training and awareness

City employees are required to participate in IT issued Security Training and Awareness programs. Training will be provided through email, online training, phishing campaigns, and in-person.

As part of onboarding, new users are required to participate in information security training. Supervisors are responsible for ensuring that their direct reports and teams have completed assigned training relevant to their function and job.

T. Reporting

You should report any potential security incidents or concerns as soon as possible. Incidents may include but are not limited to lost/stolen devices, policy violations, unauthorized access, and unusual activity on your device or on company property. You are required to report the incident to your supervisor and directly to IT.

If you suspect a computer virus or other malicious content infection has infected your device, disconnect the device from the network (if able) and report it immediately to IT.

U. Incident response

Incident response to any IT situation is taken with great seriousness. All employees are encouraged and empowered to report any technology, security, or IT-related issue they believe requires the attention of IT.

II. INFORMATION TECHNOLOGY HARDWARE/SOFTWARE PURCHASING AND LICENSING

The City of Shakopee's IT Hardware/Software Purchasing and Licensing Policy adheres to the city's overall Purchasing Policy developed by Finance and found on CityNet.

A. PURPOSE

The purpose of this policy is to ensure that all technology-related, software and hardware, purchasing and licensing align with the city's security, operational, financial, and compliance requirements. Centralized review by the Information Technology (IT) Department helps reduce cybersecurity risks, prevent incompatible systems, ensure compliance with state and federal regulations (including CJIS), and support long-term technology sustainability. IT should be invited to all software and hardware demonstrations and sales meetings to help guide the department's decision process at the earliest possible stage.

B. SCOPE

- This policy applies to all departments, divisions, contractors, and employees who procure, license, or implement any Information Technology resources on behalf of the city, including but not limited to:
- Hardware (computers, servers, network equipment, mobile devices, peripherals)
- Software (on-premises or cloud-hosted)
- Cloud-based services, SaaS, or subscription tools
- IT consulting, development, or integration services
- Telecommunications and network services
- Security solutions (cameras, access control, monitoring systems)
- Any system transmitting, processing, or storing agency data

C. IT purchase approval requirements

Before proceeding with any IT related purchase the request should be submitted to IT including product description, intended use, vendor information, and any data that will be stored or processed to help with the IT risk review. IT will assist in evaluating the request for:

- Security risks
- Compatibility with existing systems
- Licensing impact
- Support requirements
- Sustainability
- Budget realism and total cost of ownership

Should there need to be further discussion, IT will continue to partner with the department to work with the vendor.

D. Cloud-hosted software requirements (SaaS, PaaS, IaaS)

Cloud services introduce additional compliance and cybersecurity risks. IT can deny any cloud system that does not meet agency, state, or federal security standards. Departments requesting cloud-hosted technology should work the vendor to provide IT with:

- Type of data the system will store or transmit
- Vendor security documentation (SOC 2, FedRAMP, ISO 27001, etc.)
- Data residency and retention information
- Encryption capabilities for data in transit and at rest
- Authentication and access control requirements
- Terms of service, data ownership, and data return clauses
- Any integration or API requirements with internal systems

E. Cybersecurity risk assessment

When considering any new technology, IT is responsible for conducting a risk assessment of that technology(s) to ensure it complies with city, state and federal standards for cybersecurity. Depending on the assessment, IT can approve, request additional controls, or deny the purchase based on risk.

Topics that guide the risk assessment include:

- Limiting introduction of malware, ransomware, or vulnerability exposure
- Compatibility with city firewalls, network segmentation, and endpoint protection
- Vendor support
- Data ownership
- Ensures secure encrypted data transmission
- Inclusion of multi-factor authentication, when required

F. Criminal Justice Information Services (CJIS) security requirements

For any technology that accesses, transmits, or stores CJI, the following requirements apply:

- Technology must comply with the CJIS Security Policy established by the FBI and BCA, including authentication, encryption, physical security, and audit logging
- Vendors must sign a CJIS Security Addendum, if applicable
- Vendor personnel with access to CJI must undergo CJIS-compliance background checks prior to implementation or support or be on the BCE approved software vendor list

G. Software and hardware license tracking

Effective software license management ensures legal compliance, cost efficiency, and consistent operations across the city. Licenses are tracked using various methods depending upon the application. The minimum standard for tracking includes:

- License type (per-user, concurrent, device-based, subscription, enterprise agreement)
- License counts and available quantities
- Renewal dates or expiration terms

- Compliance obligations and usage restrictions

H. License compliance and access verification

IT prohibits the unauthorized use, sharing, or duplication of software. Additionally, over usage of an application that exceeds the purchased user count is prohibited and creates a liability for the city. IT, or the department owner, will maintain a schedule for periodic user audits of all applications, systems, and cloud platforms to confirm:

- Active user accounts belong to current employees or authorized contractors
- System usage matches the user's current job responsibilities

I. Renewals and budgeting

Department specific software licenses are funded by the individual departments, while citywide applications are funded through the IT fund via rent charges. IT is responsible for managing and monitoring renewals for citywide applications and keeps finance informed for city budgeting purposes. Application owners in each respective department are responsible for their system renewals and informing finance of costs as part of the budgeting process.

J. Unauthorized purchases

Any IT purchase made without IT Department's approval may be canceled, prohibited from connecting to the network, and subject to removal or replacement at the requesting department's expense. Repeated violations may result in administrative or disciplinary action in accordance with the HR policy.

III. SECURITY BADGE USAGE

This policy establishes the requirements and procedures for the issuance, use, and management of security badges.

A. PURPOSE

To ensure the safety and security of city employees, visitors, residents, and property.

B. SCOPE

This policy covers all city full-time, part-time, seasonal employees, elected officials as well as contractors, interns and consultants.

C. DEFINITIONS

The definitions below explain the different types of badging the city uses:

- **Employee badge:** Issued to full-time, part-time, and city council members.
- **Contractor badge:** Issued to third party personnel with temporary access and includes restricted access.
- **Visitor badge:** Issues to individuals visiting city hall and building on a temporary basis.

D. Issuance and activation of badges

Employee badges are issued by IT after verification of employment by HR. New hires attend an onboarding meeting before badge activation and assignment. As part of the on-boarding process, the Communications team will take a head shot photo for inclusion on the badge itself for employees.

Visitor and contractor badges must be returned at the end of their visit or assignment. These badges typically have pre-determined expiration dates that align with communicated needs.

E. Badge use and access requirements

Badging is a critical part of overall safety and security for city employees and enables access control for all city premises. Lost or stolen badges must be reported IT immediately to be disabled. Each badge is role-based and limits access to areas only necessary for the employee's job role. Further use requirements are detailed below:

- Police Department access is guided by the Minnesota Bureau of Criminal Apprehension (BCA) and the Federal Bureau of Investigation policies and procedures.
- Badges must only be used by the individual and tailgating is prohibited.
- Visitor and contractor badges are issued upon request from a department supervisor to IT. Departments can request time extension to badges to IT.

F. Badge replacement

Lost or damaged badges are replaced by IT. Temporary badges may be issued while waiting for a replacement.

G. Termination of access

Employees must return their badge by their last working day. Contractors and visitors must return badges upon the end of their engagement with the city, and the departments sponsoring these use cases are responsible for ensuring this occurs. IT will deactivate badges based upon the termination or resignation date as noted by management.

IV. SURVEILLANCE CAMERAS

This policy establishes the requirements and procedures for the issuance, use, and management of video surveillance.

A. PURPOSE

This policy sets out guidelines for the use of surveillance cameras used to support safety and security of employees, visitors, facilities and organizational assets. Surveillance is intended for purposes of:

- Protecting employees, visitors, and property from harm, theft, or vandalism
- Monitoring facility access and security points
- Supporting investigations
- Ensuring compliance with safety and operational procedures

B. SCOPE

This policy applies to all employees, contractors, visitors, and any individuals present on city property or within facilities where surveillance cameras are installed.

C. Placement of cameras

Cameras are installed only in public or shared work areas where there is a reasonable expectation for security oversight (e.g., entrances, hallways, parking lots, garages, reception areas, storage areas). Cameras are not installed in private areas such as bathrooms, locker rooms, or any area where individuals have a reasonable expectation of privacy. Requests for additional cameras in or around city buildings must be submitted by a department head to the IT Department. New cameras are funded by the requesting department. Replacement of cameras, once they reach the end of their lifecycle, will be funded through the IT Fund.

D. Notice and transparency

Signs may be posted in certain areas that are under surveillance notifying individuals that recording may occur.

E. Access to recordings

Access to live or recorded footage is restricted to authorized personnel, law enforcement, IT, human resources, and management. Footage may be shared with law enforcement or legal representatives when required or in support of an official investigation. Public requests for video footage must be reviewed and approved by the Police Department or the City Clerk's Office.

F. Data retention

Recordings will be retained for a period defined by the limits of server storage (approximately 25 days). Video required for an on-going investigation, legal proceedings, or security review may be requested to be offloaded and marked to not delete for an extended period. After the

retention period, footage will be securely deleted or overwritten by the system. Once the data is overwritten it is no longer available for viewing or downloading.

G. Prohibited uses

Unauthorized access, copying, and/or distribution of video footage is strictly prohibited for personal use.

H. Confidentiality and security

All video data will be stored securely with appropriate encryption and access and controls. Any misuse or unauthorized disclosure of surveillance data will result in disciplinary action, up to and including termination.

I. Compliance

All surveillance activities must comply with applicable federal, state, and local privacy laws and regulations. The organization reserves the right to update this policy to remain compliant with evolving legal standards and operational needs.

V. PANIC BUTTONS

Panic buttons are a security measure designated to alert designated personnel or law enforcement during emergencies such as threats, violence, or medical incidents when calling 911 is not an immediate option.

A. PURPOSE

The purpose of this policy is to ensure the safety of employees, visitors, elected officials, and the public by providing guidance on the use, placement, and response procedures for panic buttons within city facilities. Panic buttons are installed in strategic, accessible locations throughout office areas identified as higher risk.

B. SCOPE

This policy applies to all employees. Office locations where panic buttons are installed in the following locations: City Hall, Police Department, Ice Arena, Community Center, SandVenture, and Public Works

C. Responsibilities

These employee groups have the following responsibilities:

- **IT and Facilities** – Responsible for installing, maintaining, and testing panic buttons on a schedule. They also maintain records of button locations and service logs and coordinate with law enforcement for alert response integration.
- **Management** – Ensure employees are trained in the location and proper use of panic buttons and report any incidents or malfunctions to IT.
- **Employees** – Are trained on button locations, how to activate and coordinate with emergency responders during and after an incident.

D. Activation procedures

Activate the panic button when there is an immediate threat including but not limited to: a violent or aggressive individual, threatening behavior, active shooter or intruder, medical emergency and no phone available, or any other need for an emergency response and a phone to dial 911 is not available.

Once activated, the panic button sends an alert to designated responders. During such time employees should remain calm and follow the city's emergency procedures (e.g., lockdown, evacuation, or shelter in place) and avoid escalating the situation. IT or building representatives can reset the panic buttons when the situation is clear to do so.

E. Post incident

Upon conclusion of the incident, the department director of the employee who pushed the button should conduct a debrief to ensure the button safety feature worked according to its intended use.

F. Maintenance and testing

Panic buttons shall be tested annually. Test must be coordinated with dispatch and law enforcement to prevent false alarms. Results of tests are logged.

G. Training

All employees will receive annual training covered by their department supervisor, covering panic button locations, appropriate scenarios for use, response procedures, and safety measures. New employees will receive training as part of their on-boarding process.

CITY OF SHAKOPEE
INFORMATION SECURITY AND TECHNOLOGY USE POLICY

**Please return a signed copy of this signature page
To the Human Resources Office**

Employee signature

I have received and read the above Information Security and Technology Use Policy and have had an opportunity to ask any questions. I understand that my failure to follow these policies may result in disciplinary action including revocation of system privileges.

Print Employee Name

Print Department Name

Employee Signature

Date



Shakopee City Council September 1, 2026

5.m

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

Action to be considered:

Declare three firearms as surplus property and authorize disposal.

Motion Type:

Simple Majority

Background:

The following firearms were obtained through forfeiture proceedings and are described as follows:

1. 1911 Rock Island .45 ACP Pistol, Serial #R1A2588550
2. 9mm Beretta Px4 Storm, Serial #PX352703
3. Revolver Handgun, w/o Serial Number

The firearms will be destroyed.

Recommendation:

Approve policy/action as requested.

Budget Impact:

None

Attachments:



Shakopee City Council September 1, 2026

5.n

Agenda Item: Community Center Fitness Studio Water Damage Repairs
Prepared by: Kelsi McNutt, Parks and Recreation Director
Reviewed by:

Action to be considered:

Approve the quote from Unified Flooring in the amount of \$39,299 for the repair of water-damaged wood flooring in both fitness studios at the Community Center.

Motion Type:

Simple Majority

Background:

In June 2026, the dehumidification unit serving the fitness studios failed, resulting in significant water intrusion in both studios. Staff responded by bringing in a water mitigation company to remove the water and minimize further damage. Despite these mitigation efforts, portions of the fitness studio flooring sustained water damage. The dehumidification unit has since been repaired and is fully operational.

Staff filed an insurance claim with the League of Minnesota Cities Insurance Trust (LMCIT), which was approved. LMCIT has also approved the quote from Unified Flooring for repair of the damaged flooring. The quote is based on the visible damage that can currently be identified and measured. Because the full extent of any damage beneath the existing flooring may not be known until work begins, any additional repairs beyond the approved scope would be addressed through a change order and brought back to the City Council for approval, if necessary.

Recommendation:

Approve the quote from Unified Flooring in the amount of \$39,299 to repair the water-damaged wood flooring in both fitness studios at the Community Center.

Budget Impact:

The City's final out-of-pocket cost for the claim will depend on the status of its annual aggregate insurance deductible at the time the claim is paid. Currently, \$133,519.27

remains of the City's \$150,000 General Annual Aggregate Deductible (GAAD), with a \$75,000 occurrence deductible applying until the GAAD is satisfied. If the claim were processed under the current deductible status, the \$39,299 claim amount for the wood flooring repairs would be applied toward the City's remaining GAAD rather than resulting in an insurance payment to the City. If the City's GAAD is satisfied through other claims before payment for this claim is issued, the applicable deductible would decrease to the \$1,000 maintenance deductible.

Attachments:

[Unified Flooring LLC Visual Damage Quote.pdf](#)

Unified Flooring LLC
 4529 Omer Avenue SW
 Cokato, MN 55321
 320-310-3886
 office@alpineindustriesmn.com

Estimate

Date	Estimate #
8/7/2026	1679

Name / Address
Shakopee Parks & Recreation 1255 Fuller St. S Shakopee, MN 55379

Ship To
Shakopee Community Center 1255 Fuller St.S Shakopee, MN 55379

Description	Qty	Rate	Total
Wood Flooring (Likely Amount For Replacement)			
Studio 1			
Demo Existing Hardwood and Dispose	602	4.00	2,408.00
Install Subfloor Panels With Pads, Install, Sand, & Finish Hardwood- Includes Sealer and Two Coats of Finish	602	10.00	6,020.00
Material: Neoshok Subflooring & Maple	662	11.56	7,652.72
Dustless Resand of Existing Hardwood- Includes Sealer and Two Coats of Finish	1,179	6.00	7,074.00
Supply & Install New Vent Cove Base	170	13.75	2,337.50
Studio 2 (10% Replacement Cost)			
Demo Existing Hardwood and Dispose	135	4.00	540.00
Install Subfloor Panels With Pads, Install, Sand, & Finish Hardwood- Includes Sealer and Two Coats of Finish	135	10.00	1,350.00
Interlace into Existing Hardwood	10	55.00	550.00
Material: Neoshok Subflooring & Maple	174	11.56	2,011.44
Dustless Resand of Existing Hardwood- Includes Sealer and Two Coats of Finish	1,211	6.00	7,266.00
Supply & Install New Vent Cove Base	152	13.75	2,090.00
2-3 Week Material Lead Time			
Total			\$39,299.66

Alpine Industries will provide a one year warranty on labor and materials provided. Alpine Industries will not be held responsible and will waive the warranty for any damages if Relative Humidity falls out side of the recommended 30-50 Percent Window.

Accepted By: _____

Date: _____



Shakopee City Council September 1, 2026

5.o

Agenda Item: Approval of the August 18, 2026, City Council Minutes
Prepared by: Rick Parsons
Reviewed by:

Action to be considered:

Approve the August 18, 2026, City Council minutes

Motion Type:

Simple Majority

Background:

N/A

Recommendation:

Approve the August 18, 2026, City Council minutes.

Budget Impact:

N/A

Attachments:

[City Council Minutes 08-18-2026.pdf](#)



City Council

City Hall
485 Gorman Street
Shakopee, MN, 55379

Tuesday, August 18, 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, and Council Member Lara

ABSENT:

Council Member DuLaney

ALSO PRESENT:

None.

3) Pledge of Allegiance

4) Approval of Agenda

Council Member Contreras made a motion to approve the agenda, second by Council Member Whiting and the motion passed. 4 - 0

5) Consent Agenda

5.a) Authorize Final Acceptance and Payment for the CSAH 101 and Shenandoah Drive Intersection Improvements

- 5.b) Renewal of Lease for Archery Range
- 5.c) Surplus Property
- 5.d) Monthly Financial Review - July 2026
- 5.e) Donation of code enforcement equipment
- 5.f) Lateral Police Officer Hire
- 5.g) Minnesota Department of Human Services' Provide Opioid Epidemic Response Services Grant Program Application
- 5.h) Department of Justice's Community Policing Development Microgrants Program Application
- 5.i) Surplus Property
- 5.j) Approve Parking Restrictions on Disc Drive and Secretariat Drive
- 5.k) Approve Plans and Authorize Bidding for the Minnesota Riverbank Stabilization Improvements
- 5.l) Wage adjustment for LELS Sergeants
- 5.m) Approval of the August 4, 2026, City Council Minutes
- 5.n) Amend City Code Section 151.002 and 151.007 K related to the definition of cannabis cultivator and indoor cannabis cultivation and manufacturing uses in the Highway Business (B-1) zoning district.
- 5.o) Updates To Forestry Manual
- 5.p) Approve Temporary Liquor Licenses for BHB2 LLC. dba Badger Hill Brewing.

Council Member Lara made a motion to approve the consent agenda, second by Council Member Contreras and the motion passed. 4 - 0

6) Public Comment

Public comment was heard.

7) Business removed from consent agenda

None.

8) Workshop

- 8.a) Overview of 2027 Preliminary Budget and Levy

Informational only.

9) **Reports**

9.a) City Bill List

9.b) News and Announcements

10) **Other Business**

11) **Adjourn to September 1, 2026, at 7:00 pm**

Council Member Lara made a motion to adjourn to September 1, 2026, at 7:00 pm, second by Council Member Contreras and the motion passed. 4 - 0



Shakopee City Council September 1, 2026

10.a

Agenda Item: Flock Camera (Automated License Plate Readers - ALPRs) Workshop Discussion
Prepared by: William Reynolds, City Administrator
Reviewed by:

Action to be considered:
None.

Motion Type:
Informational only

Background:

One of the latest social media outrage campaigns revolves around Automated License Plate Readers (ALPR) or commonly known by the brand name “Flock” cameras. There is a great amount of misinformation that is related to these online discussions which has generated pockets of concern in some communities. Unfortunately, most of the level of concern is based upon misinformation and not facts.

The purpose of this discussion is to factually outline what an ALPR Camera does, what it does not do, why we would choose to use them, how we access the information they provide, and whether they are effective.

An ALPR does essentially one thing. It automatically reads license plate numbers of vehicles that pass by its line of sight. There are some variations between brands, but that is the essential function of the device. It will record the time of the activity and may record some details of the vehicle.

ALPRs are not speed cameras and they do not continuously record what is occurring in the area where they are situated. ALPRs only activate to take a picture of the license plate and do not continuously track vehicles. Nor do they identify individuals in the vehicle. There is no collection or storage of personal information about individuals. They also do not record human activity around the camera.

ALPRs are used by Shakopee because they are a good law enforcement tool to solve crimes, apprehend violent felons, locate stolen vehicles, and in conjunction with Silver Alerts and Amber Alerts to find vulnerable adults and children. We also have both ALPR and photographic cameras in two of our largest parks to prevent issues of on-going damage which council is well aware of.

There are multi-layered requirements on how the data that has been recorded by a camera can be accessed by law enforcement personnel. Minnesota law requires that any access must be authorized, documented, and must be pertinent to an active criminal investigation. The whole process requires an audit trail that can be reviewed for compliance. Only certain law enforcement personnel can access the data.

Unless there is an active threat to life or public safety, any monitoring for a specific vehicle must have a judicial warrant. In addition Scott County requests that a warrant be obtained for the search of any vehicle identified through an ALPR camera.

State law requires that all non-crime related data must be destroyed in 60 days as well. In August of 2026, Flock specifically announced that changes to their retention policy could be reduced to 7 days (and announced other changes to protect data privacy). Shakopee currently retains the data for 30 days, but we are looking to see if the shorter period would impact criminal investigations.

The attached memo from Chief Pearson outlines the number and location of the cameras in Shakopee, how we safeguard the data, and how the information is shared appropriately. (We only share the data with the City of Prior Lake which operates under similar protocols.)

The memo also gives multiple examples of how ALPR cameras have positively impacted Shakopee residents, including helping cases involving violent criminals, stolen vehicles and homicide.

In addition to the ALPR cameras in use by the police department, the city has a traditional ALPR camera at Jackson Park and two additional cameras that can take photos of individuals. Quarry lake has 3 cameras but no ALPR ability. This is to continue our efforts to deter the damage being inflicted in our parks from vandals. Both Jackson and Quarry have major multi-million-dollar infrastructure investments, and we want to ensure that the taxpayer is not responsible for any damage inflicted by those seeking to destroy public property. Again, the cameras are only checked if there is a criminal incident that occurs in the park.

Recommendation:

None.

Budget Impact:

None.

Attachments:

[Flock memo.docx](#)



CITY OF
SHAKOPEE
POLICE DEPARTMENT

Date: 08/27/2026

To: Administrator Bill Reynolds

From: Chief of Police Jamie Pearson #62

Subject: FLOCK

The Shakopee Police Department uses seven FLOCK cameras, five of which are currently operational. The cameras are located at the following locations:

- Zumbro Avenue/Highview Terrace
- CR 101/Lewis Street Bridge — **Offline/Stolen- relocating to HWY169/Marystown**
- 12th Avenue/County Road 83 — **Being relocated to Highway 169/County Road 83**
- 17th Avenue/Marshall Road — **HWY169/Marschall Road**
- County Road 83/Tintacanku
- Old Carriage Road/County Road 21
- CR 101/Stagecoach — **Not operational since February 2026/Awaiting Reinstall**
- Quarry Lake Park – No license plate reader, cameras only (x3) – **Not yet installed**

I also want to provide information regarding the statutory requirements governing access to and use of Automated License Plate Reader (ALPR) data.

Under Minnesota Statute § 13.824, ALPR data is subject to specific legal restrictions and safeguards. Officers may not simply access the FLOCK database and search for vehicles or individuals without a legitimate law-enforcement purpose. Access must be authorized, documented, and based on a reasonable suspicion that the ALPR data is pertinent to an active criminal investigation. The statute also requires access to be limited based on an officer's role and training and requires queries and responses to be maintained in an audit trail.

Additionally, Minnesota Statute § 13.824, subd. 2(d), specifically addresses the use of ALPR technology to a specific vehicle with known connections to a person as part of an active criminal investigation. That type of use requires a warrant issued upon probable cause unless exigent circumstances justify proceeding without a warrant.

In practical terms, when investigators need to use ALPR information to track or monitor a specific person as part of an active criminal investigation, a warrant must be obtained from a judge. In limited

circumstances involving exigent circumstances—such as a kidnapping, homicide, or another situation involving an immediate threat to life or public safety—the statute allows law enforcement to proceed without first obtaining a warrant. The warrant process may then be completed afterward as required by the circumstances and applicable procedures.

The Scott County Attorney's Office has also advised that when an officer has a license plate associated with a vehicle or has identified a specific suspect, a warrant is required before conducting a search. This procedure is more restrictive than the minimum requirements established under Minnesota state law, and the Shakopee Police Department follows this guidance.

It is also important to emphasize that a FLOCK/ALPR alert is not automatically treated as confirmation that a vehicle or person is involved in criminal activity. Officers are required to independently verify an alert before taking enforcement action. For example, if FLOCK generates an alert indicating that a vehicle may be stolen, officers conduct additional checks through law-enforcement databases, such as NCIC, to confirm that the vehicle remains listed as stolen. Only after the information has been independently verified will officers take appropriate enforcement action.

This verification process applies to alerts received through the system and helps prevent an outdated, inaccurate, or erroneous alert from resulting in unnecessary police action.

FLOCK is not a system through which officers may freely browse historical vehicle movements. There are statutory requirements governing when officers may access ALPR data, the purpose for which the data may be accessed, documentation of the factual basis for the search, and auditing of every query. As with any department policy, failure to comply with established requirements may result in appropriate administrative or disciplinary action.

Minnesota law also requires that ALPR data not related to an active criminal investigation be destroyed no later than 60 days after collection. The Shakopee Police Department's current policy provides for the destruction of ALPR data after 30 days. The Department is currently exploring reducing the retention period to seven days, which is a new option offered by FLOCK. The data captured is owned by the city, under full departmental control. These safeguards are intended to ensure that ALPR technology is used responsibly, narrowly, and with clear oversight focused solely on legitimate public safety needs.

Department Access and Data Sharing

The Shakopee Police Department limits access to ALPR data. Searching capabilities are restricted to supervisors and a select number of investigators with a legitimate law-enforcement need. The department also limits the sharing of ALPR data with outside agencies. At this time, the Shakopee Police Department shares data only with the Prior Lake Police Department, which operates under similar restrictions and procedures. Shakopee Police Department strictly prohibits the use or sharing of Flock data for immigration-related enforcement. The department does not and will not share Flock data with ICE, DHS, or any federal immigration authority. The data is used exclusively for criminal investigations and public safety purposes for Minnesota law enforcement agencies.

Public ALPR Portal and Transparency

The Shakopee Police Department maintains a publicly accessible Automated License Plate Reader (ALPR) portal, which is available through the City of Shakopee's website. The portal provides transparency regarding the Department's use of ALPR technology and allows members of the public to view information about the locations of ALPR cameras and related system information. The public portal does not provide access to law enforcement investigative data or information that could compromise an active investigation. Providing this information publicly is intended to promote transparency, accountability, and public understanding of how ALPR technology is used by the Department to support public safety and criminal investigations.

Recent Investigative Uses of FLOCK

FLOCK/ALPR technology has been an important investigative tool in several recent criminal investigations in Shakopee. Examples include:

- **November 2025** – Attempted murder/shooting – FLOCK instrumental in identifying the suspect vehicle
- **August 2026 — Felony fleeing and drug possession:** A FLOCK alert indicated a KOPS alert associated with a vehicle requiring officers to stop the vehicle and identify the driver. Shakopee officers located the vehicle and subsequently identified the driver as an individual who had previously fled from Burnsville police. The driver was arrested and charged with fifth-degree drug possession, a felony.
- **July 2026 — Stolen motor vehicle:** FLOCK information assisted officers in the recovery of a stolen motor vehicle, resulting in a felony investigation.
- **May 2026 — Homicide investigation:** FLOCK was instrumental in the identification and location of a homicide suspect vehicle less than one hour after the homicide occurred.
- **February 2026 — Stolen motor vehicle:** FLOCK assisted in the recovery of a stolen motor vehicle. The investigation subsequently resulted in a second suspect being identified and charged with multiple additional felony offenses.

Conclusion

Overall, FLOCK/ALPR provides the Shakopee Police Department with an important investigative tool while also operating within significant legal, administrative, and departmental restrictions. The system is not intended to provide unrestricted access to historical vehicle movements. Access is limited to authorized personnel, must serve a legitimate law-enforcement purpose, is subject to applicable statutory requirements and departmental policy, and is auditable.

The department's objective is to use ALPR technology responsibly and lawfully while ensuring that appropriate safeguards are in place to protect individual privacy and maintain public trust. At the same time, the system has demonstrated significant value in assisting officers with time-sensitive investigations, including the recovery of stolen vehicles and the identification and apprehension of suspects in serious felony investigations.



Shakopee City Council
September 1, 2026

11.a

Agenda Item: City Bill List
Prepared by: Becky Smith, Accounting Specialist
Reviewed by:

Action to be considered:

Review of City Bill List

Motion Type:

Informational only

Background:

The City Bill has been provided to the City Council.

Recommendation:

Review of City Bill List

Budget Impact:

N/A

Attachments:



Shakopee City Council September 1, 2026

11.b

Agenda Item: News and Announcements
Prepared by: Rick Parsons
Reviewed by:

Action to be considered:

No action, item is informational only.

Motion Type:

Informational only

Background:

Announcements and Upcoming Events:

- Tap 2026

- Tap 2026 is taking place on September 12, 2026, from 2:00 - 5:00 pm in Downtown Shakopee. This event is a craft beer tasting and showcase with more than 40 Minnesota breweries participating. It is hosted by the Shakopee Economic Development Authority. Visit www.tapshakopee.com to learn more and purchase tickets.

- Huber Park Movie Night

- The Shakopee Parks and Recreation Department hosts three free movie nights in Huber Park in late summer and early fall. The next movie is scheduled for Saturday, September 19. Movies begin at dusk. Movie nights are free and do not require registration. Bring a chair, blanket, snacks, and enjoy!

- Community Center Open

- The Community Center is open again after performing its annual maintenance week. The community center installed new weight equipment and the pool and facility underwent a deep clean. Come visit the community center!

- Roundabout Construction

- Beginning Tuesday September 8th, the intersection of Shenandoah Drive and Schenian Street will close to all traffic for construction of the single lane roundabout. Access to Canterbury Park and area restaurants and businesses will be available from temporary roadways constructed bypassing the intersection. Project information, including detour maps can be viewed on the City Projects page under Annual Street Improvements on the City's website.

Recommendation:

Please review the information on upcoming news and announcements.

Budget Impact:

N/A.

Attachments: