



City Council
Regular Meeting

Monday, April 6, 2026, 6:30 PM
106 Center Street

Members of the public may attend the City Council meeting either in person or by joining via Zoom either online or by telephone at:

<https://us02web.zoom.us/j/88526566715>

Meeting ID: 885 2656 6715

One tap mobile

+13052241968,,88526566715# US

+13092053325,,88526566715# US

AGENDA

1. Call to Order
2. Roll Call
3. Meeting Agenda Approval
4. Approval of Minutes
 - a) March 16, 2026 Work Session Minutes
 - b) March 16, 2026 City Council Meeting Minutes
5. Open Forum

This is the time for the public to speak. Open Forum will be limited to one-half hour. No person may speak more than 5 minutes or more than once. Each subject will have a limit of 10 minutes. Council members may ask questions of the speaker. With the agreement of the Council, such matters taken up during the "Open Forum" may be scheduled on the current or a future Agenda. Members of the public interested in speaking on an agenda item may direct a request to be recognized to the Mayor.
6. City Council Communications, Questions, and Reports
 - a) Council Work Group Updates
 - b) 2026 Spring Clean-Up - May 16th
7. Meet Excelsior
 - a) Hennepin County Commissioner Edelson - 6:45 PM

8. Consent Agenda

- a) Review Verified Claims under \$20,000 and Approve Verified Claims over \$20,000
- b) Charter Boat Leases
- c) Excursion Boat Leases
- d) 2026 Budget
- e) Resolution 2026-27 - Setting License and Permit Fees and Utility Rates
- f) February 2026 Financials
- g) Accept Bids and Award Contract for Division Street Watermain Lining Improvements
- h) 2026 Insurance-Monetary Limits on Municipal Tort Liability
- i) Resolution 2026-26 Approve the 2026-2029 Residential Waste Reduction and Recycling Grant Agreement with Hennepin County

9. Public Hearings

- a) Resolution 2026-24 - Application for Variances from Front Yard Setback, Height, and Wall Plane Standards for Construction of an Addition at 35 Center Street - 7:30 PM

10. Petitions, Requests, and Communications

- a) Appointment of Heritage Preservation Commissioner

11. Ordinances and Resolutions

12. Reports of Officers, Boards, and Committees

13. Unfinished Business

14. New Business

15. Adjournment

City of Excelsior
City Council Work Session

Minutes

Monday, March 16, 2026

106 Center Street, Excelsior, MN 55331 – Entrance is located on Center Street

5:30 P.M. – 6:30 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Ringate called the work session to order at 5:00 PM.

Present: Mayor Ringate and Councilmembers O'Hanlon, Bildsoe, and Vogel. Absent: Caron.

Also Present: City Manager Luger, Assistant City Manager Lindberg, City Clerk Vokovan, Finance Director Palmer, City Planner Long, Public Work Director Amundsen and City Engineer Dawley.

2. APPROVAL OF AGENDA

Bildsoe moved to approve the work session agenda. Vogel seconded. Motion carried 4/0.

3. NEW BUSINESS

(a) Capital Improvement Plan (CIP) Discussion

Baker Tilly Director Mikaela Huot and Manager Matt Stark provided information.

4. ADJOURNMENT

Bildsoe moved to adjourn. Vogel seconded. Motion carried 4/0. The work session adjourned at 6:38 PM.

Respectfully submitted,

Hilary Vokovan
City Clerk

City of Excelsior
Regular Council Meeting

Minutes

Monday, March 16, 2026

106 Center Street, Excelsior, MN 55331 – Entrance located on Center Street
6:30 P.M.

1. CALL TO ORDER

Mayor Ringate called the March 16, 2026 City Council Meeting to order at 6:42 PM.

2. ROLL CALL

Present: Mayor Ringate and Councilmembers O’Hanlon, Bildsoe, and Vogel. Absent: Caron
Also Present: City Manager Luger, Assistant City Manager Lindberg, City Clerk Vokovan, Public Works Director Amundsen, Parks and Natural Resources Manager Quinn, City Planner Long, and City Attorney Tolar.

3. MEETING AGENDA APPROVAL

O’Hanlon moved to approve the March 16, 2026 regular meeting agenda. Bildsoe seconded. Motion carried 4/0.

4. APPROVAL OF MINUTES

- (a) March 2, 2026, Work Session Minutes
- (b) March 2, 2026, City Council Meeting Minutes

O’Hanlon moved to approve the March 2, 2026 work session and city council meeting minutes. Bildsoe seconded. Motion carried 4/0.

5. OPEN FORUM

This is the time for the public to speak. Open Forum will be limited to one-half hour. No person may speak more than five (5) minutes or more than once. Each subject will have a limit of ten (10) minutes. Council members may ask questions of the speaker. With the agreement of the Council, such matters taken up during the “Open Forum” may be scheduled on the current or a future Agenda. Members of the public interested in speaking on an agenda item may direct a request to be recognized to the Mayor.
None.

6. CITY COUNCIL COMMUNICATIONS, QUESTIONS, and REPORTS

- (a) Council Work Group Updates
Councilmember Bildsoe and Mayor Ringate provided an update on the parking workgroup.
- (b) Legislative Priorities Work Group
Councilmember O’Hanlon provided an update.

7. MEET EXCELSIOR

- (a) Senator Johnson-Stewart
Senator Johnson Stewart rescheduled for a future meeting.

8. CONSENT AGENDA

- (a) Review Verified Claims under \$20,000 and Approve Verified Claims over \$20,000
- (b) Approving Second Amendment for Republic Services Agreement
- (c) St. Albans Bay Bridge Improvement Planning and Predesign Agreement
- (d) Approve Agreement with Tommy’s Tonka Trolley

(e) 2026 Parks and Recreation Goals

Bildsoe moved to approve consent items. Vogel seconded. Motion carried 4/0.

9. PUBLIC HEARINGS

(a) Resolution 2026-21 Approving Variance from the building height standard for construction of a second story addition on an existing single-family home at 202 Oak Street

City Planner Long provided information to the Council. Mayor Ringate opened the public hearing. No public comment. Mayor Ringate closed the public hearing at 6:59 PM.

Bildsoe moved to approve Resolution 2026-21 – Approving Variance from the building height standard for construction of a second story addition on an existing single-family home at 202 Oak Street
O’Hanlon seconded. Motion carried 4/0.

10. PETITIONS, REQUESTS and COMMUNICATIONS

(a)

11. ORDINANCES and RESOLUTIONS

(a)

12. REPORTS of OFFICERS, BOARDS, and COMMITTEES

(a) None.

13. UNFINISHED BUSINESS

(a) Community Garden Policy

O’Hanlon moved to approve the Community Garden Application with new fees and approved the Remediation Acknowledgement with new formatting. Bildsoe seconded. Motion carried 4/0.

14. NEW BUSINESS

(a) None.

15. ADJOURNMENT

O’Hanlon moved to adjourn. Bildsoe seconded. Motion carried 4/0. The City Council Meeting adjourned at 7:14 PM.

Respectfully submitted,

Hilary Vokovan
City Clerk

SPRING CLEAN UP

SATURDAY MAY 16, 2026

Items that require vouchers

- Appliances \$50.00
- Water softeners \$50.00
- Household electronics \$30.00
- Computer monitors \$35.00
- TV's under 27" \$45.00
- TV's 28" or above \$80.00
- Consoles/projection TV's \$90.00
- Large bulky items \$45.00

Items that can be picked up curbside *without* a voucher

household trash, small pieces of furniture, grills, toilets, and sinks

Weeds, leaves and lawn clippings must be bagged in compostable bags and placed separate from other items

Brush and limbs **MUST** be bundled in lengths of 4ft or less

Items **NOT** accepted

motor oil, paint, cement, railroad ties, or hazardous materials

All items must be curbside
by 6:00 AM

Vouchers are required for
some items and are
available for purchase at
Excelsior City Hall

Contact City Hall

37 Water Street, Excelsior

952-474-5233

cityhall@excelsiormn.org



Hennepin County

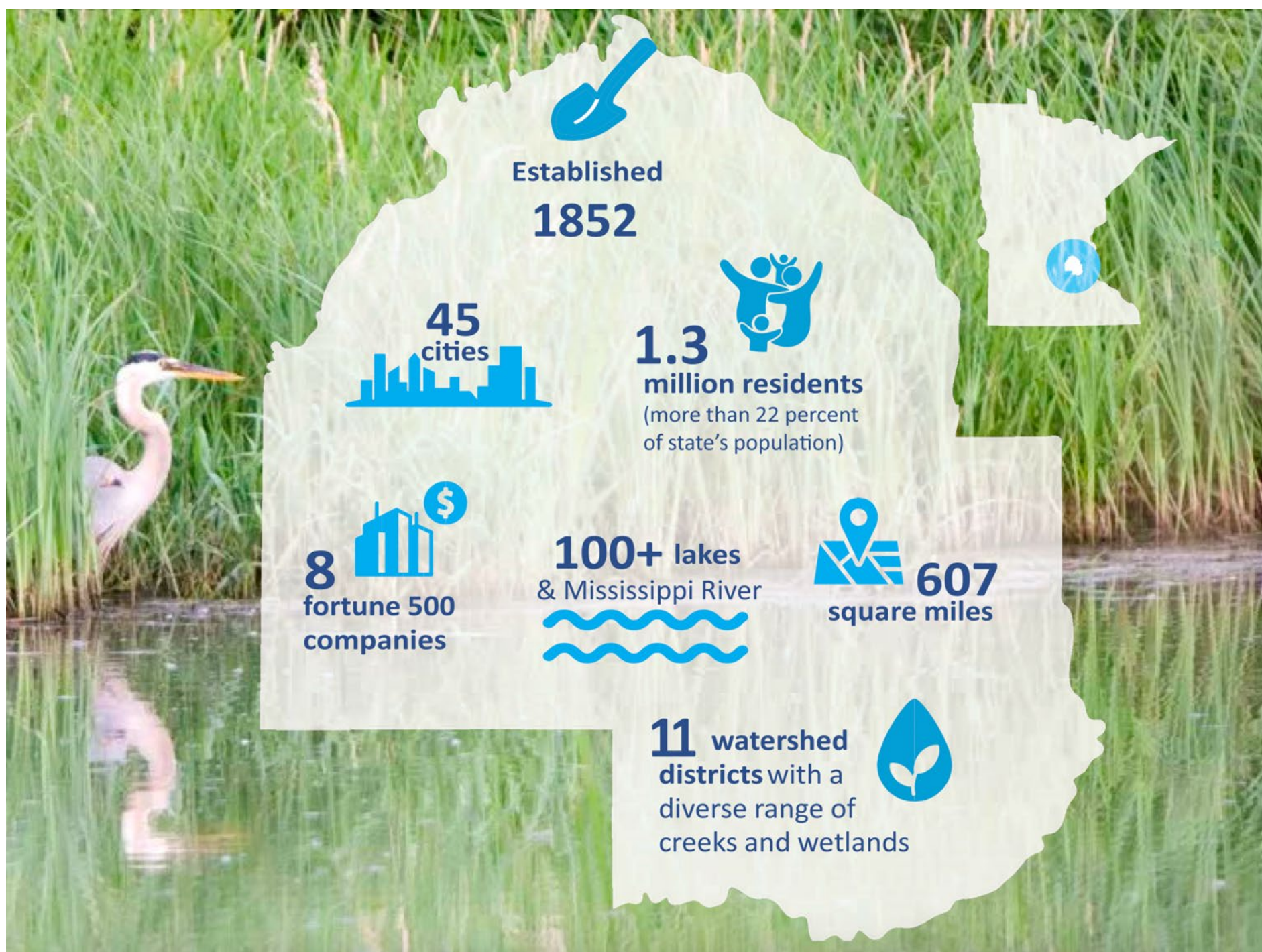
2026 City Council Update

Commissioner
Heather Edelson



Agenda

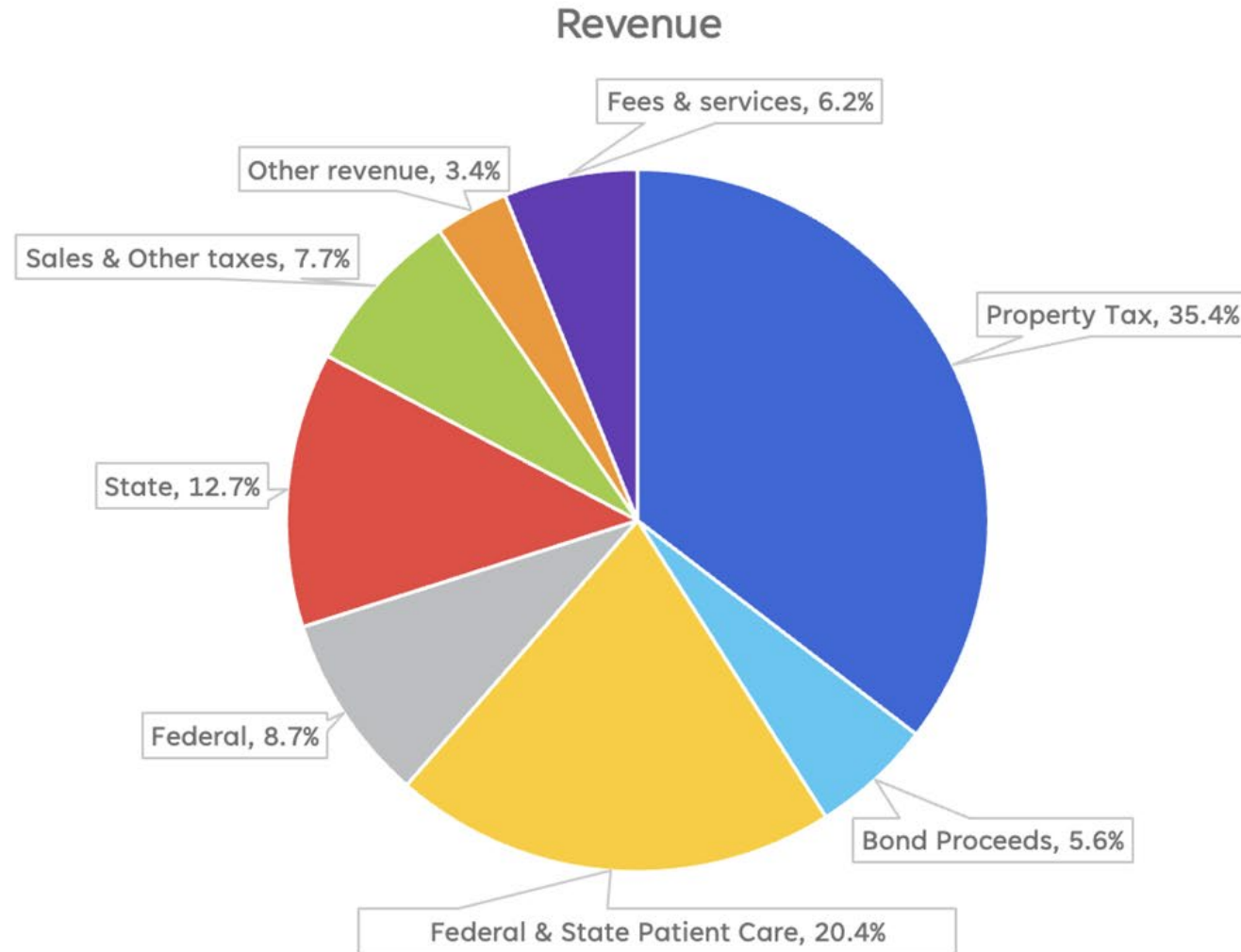
- 2026 Budget
- State & Federal Platform & Challenges
- Hennepin Health Care Update (HCMC)
- County Highlights
- Excelsior-Area Projects
- Questions







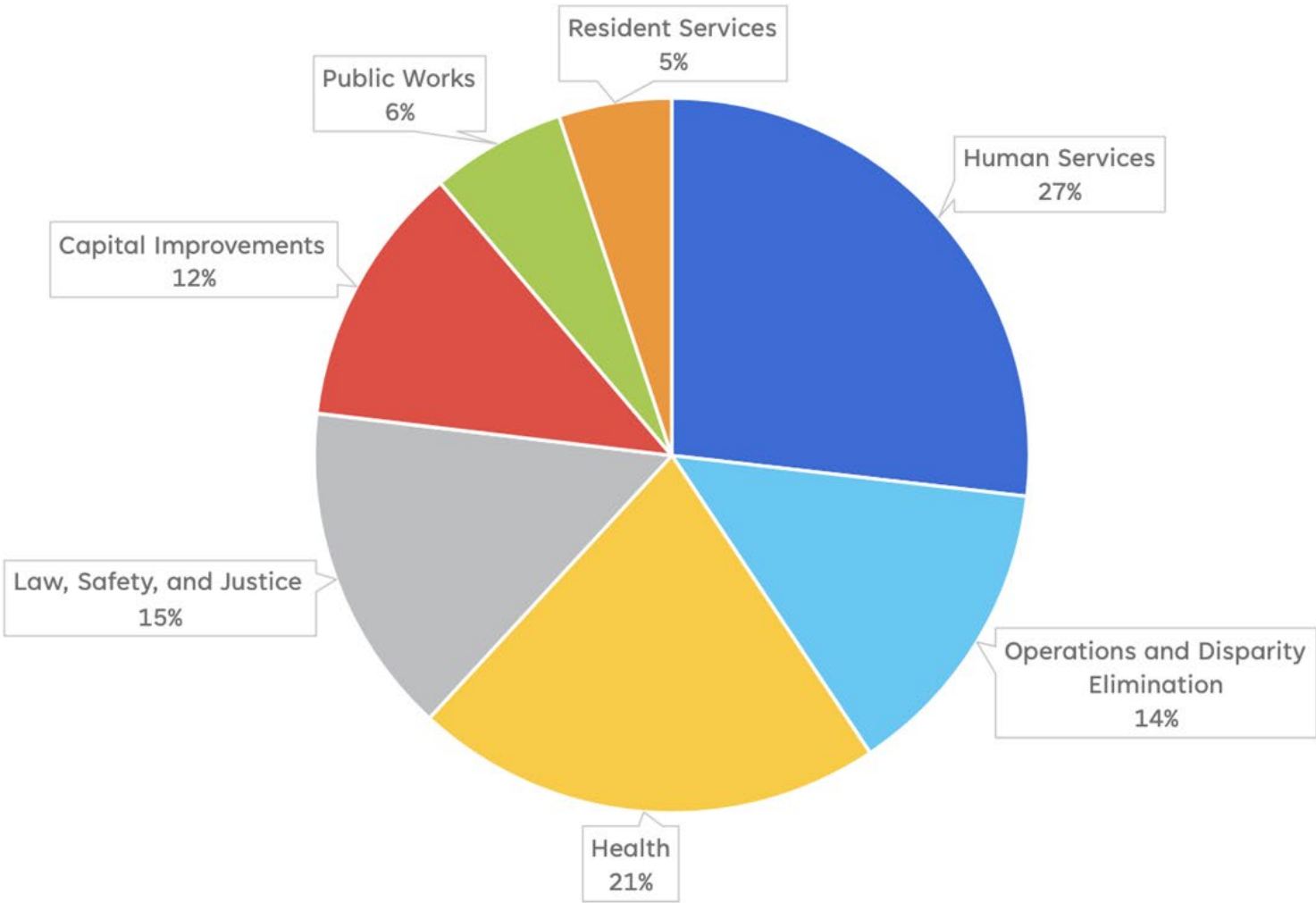
2026 adopted budget – \$3.15 billion





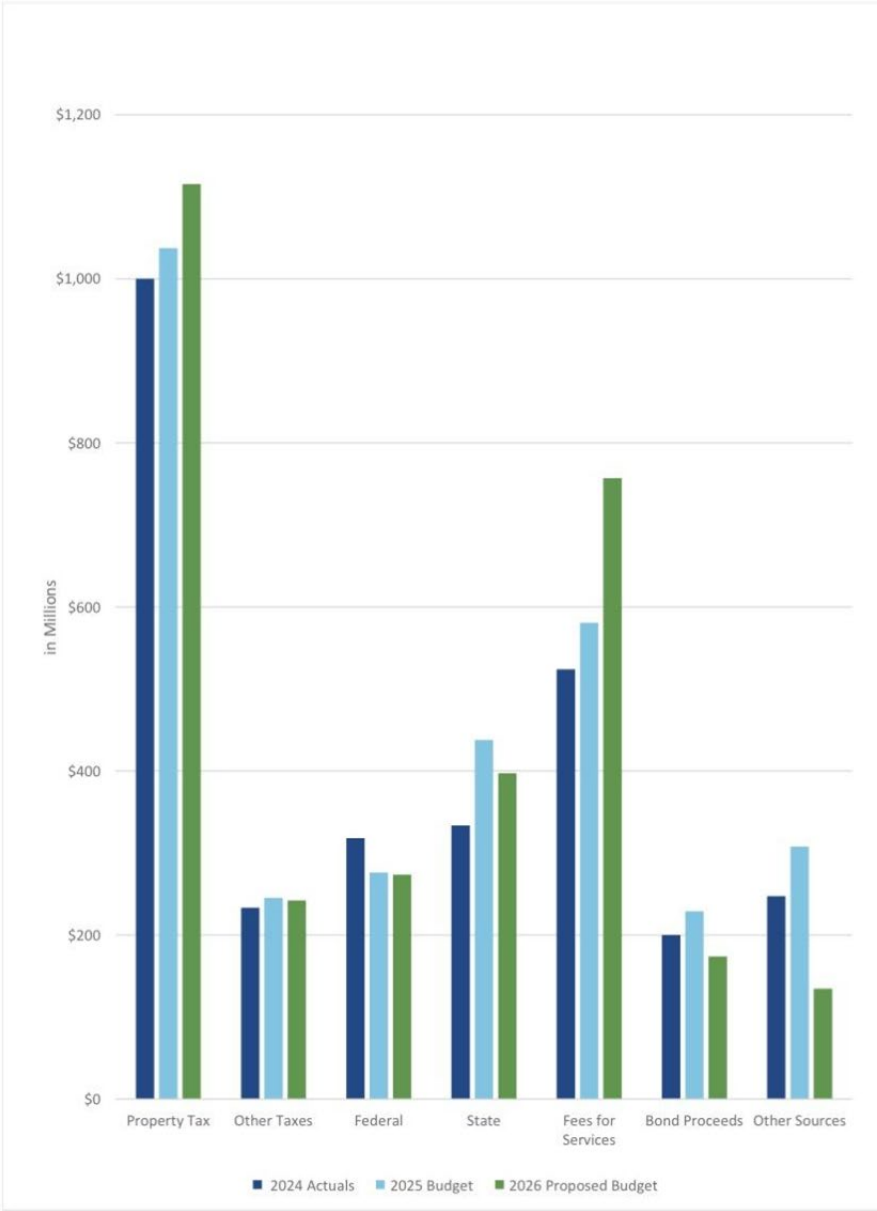
2026 adopted budget – \$3.15 billion

Expenditures by line of business

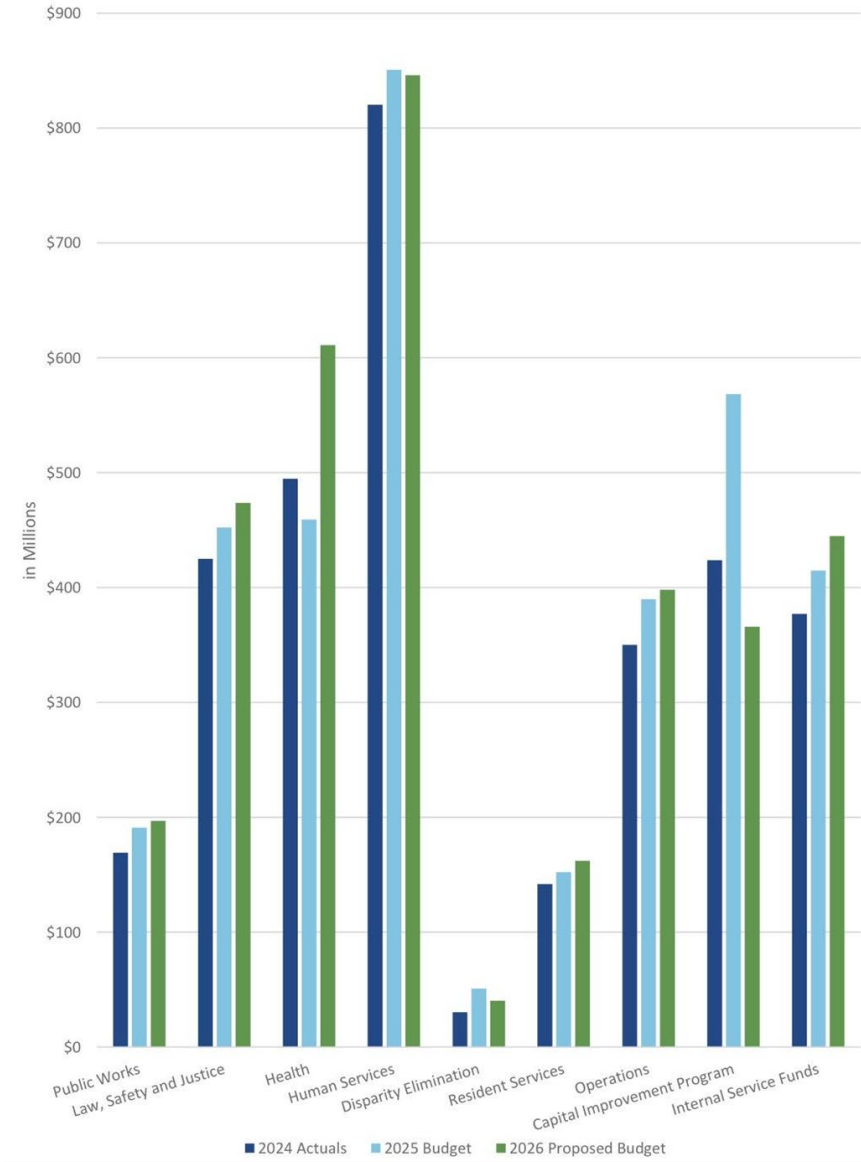




SOURCES OF REVENUE 2024 - 2026



EXPENDITURES BY LINE OF BUSINESS
2024 - 2026





2026 Budget

Service delivery

Protect the county's ability to continue providing critical services to residents.

Non - property tax revenue

Reduce reliance on property taxes to protect service delivery

Other items

Work to reduce impact of federal cuts

Gun violence prevention

Waivered services working group



2026 Federal Cuts:

Program area	Amount Annually
SNAP (Food security)	\$8 million
Terminated grants (FEMA)	\$2.8 million
Total	\$10.8 million





2027 County and Hospital Anticipated Cuts

Program area	Date	Amount Annually
SNAP (Food security) Error Rate	2027	\$20 million
HUD (Housing security)	2027	\$12 million
Medicaid	2027	TBD
Total		\$32+ million

State & Federal Legislative Priorities

State

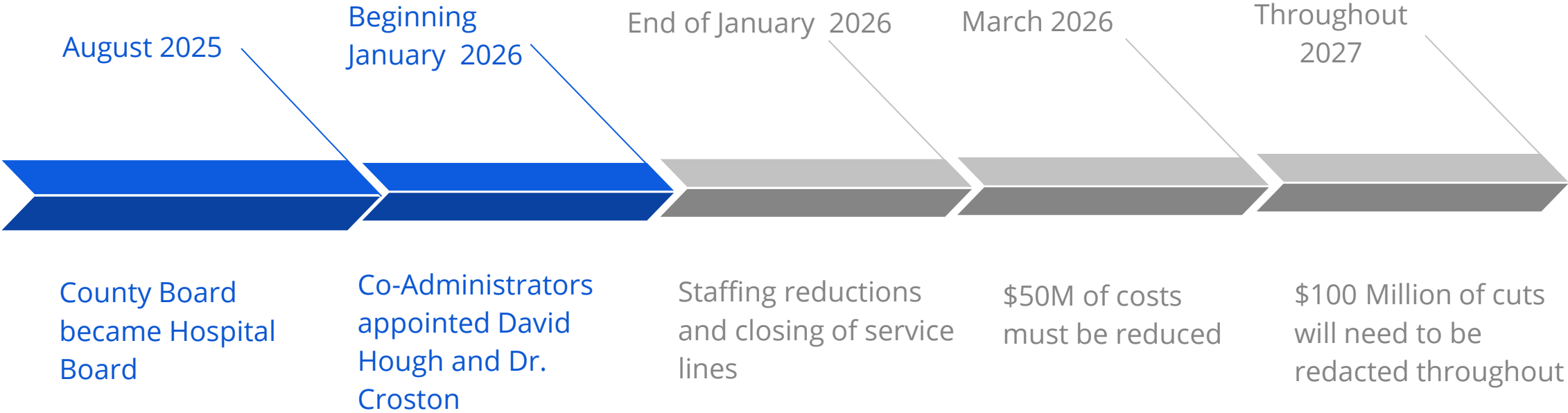
Priority Ballpark Tax
Extension and increase

Federal

Work to reduce Medicaid
cuts and the impacts on
county systems



Hennepin County Medical Center





Youth Crisis Stabilization Center



Opened December 2026

Capacity: 13 beds, along with four dedicated withdrawal management spaces

Provides 24/7 care for youth 8-17 short term stays designed for upto 30-45 days

Focus: Intensive, secured, and trauma-informed care for youth experiencing complex mental health and behavioral crisis needs



New Public Safety Headquarters in Plymouth

- Located at 1345 Shenandoah Lane N
- Cost: \$41 million, opened in May 2025
- Includes solar panels and geothermal heating/cooling
- Replaced Brooklyn Park facility, which was meant to be temporary, but was utilized for 30 years
- Stores emergency vehicles, the Water Patrol Unit, and Special Operations Unit



Hennepin County Youth Activities Grant for So-Hi Community Park

- \$104,640 in funding
- Awarded Dec. 2025
- Creation of multi-use play area and shade structure





County Aid to Municipalities & Cost Participation

County Aid to Municipalities (CAM)

County Aid to Municipalities (CAM) , Hennepin County provides financial assistance for roadways in municipalities with populations under 5,000.

Purpose: Provide monetary assistance to municipalities that are not eligible for funding through the State Aid program due to their population.

How it works: The county reimburses these smaller municipalities for eligible street project costs through the CAM program based on a formula.

Excelsior CAM status: All funds currently used. Most recent payment was in October 2025 totalling \$33,632 for pavement preservation activities. County staff will likely send 2026 allocation letters in Q2 2026.

Hennepin County Cost Participation Policy

Purpose: Responding to city requests around cost participation

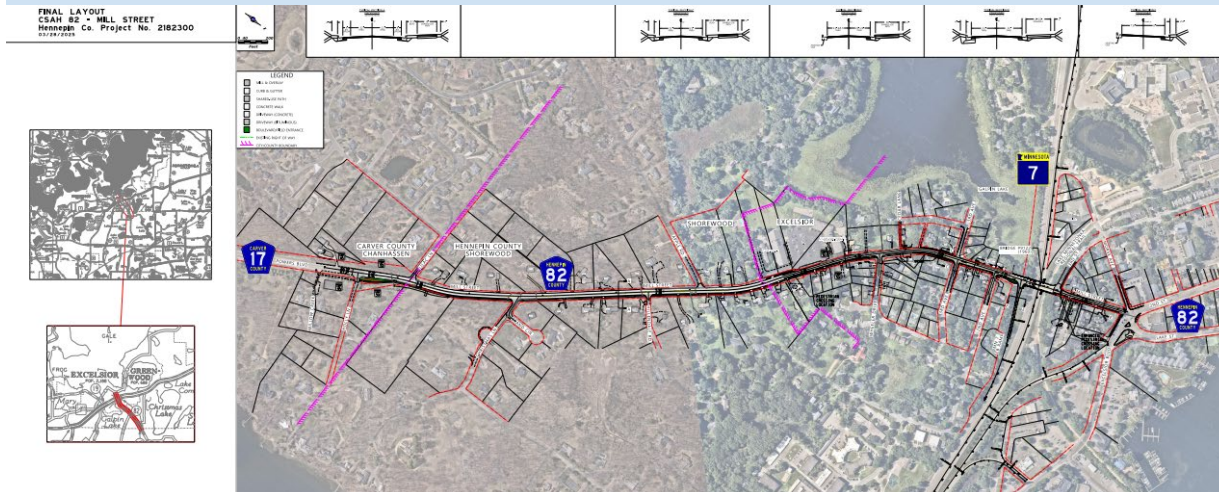
Timing: Working group to start meeting February 2026 with recommendations to Board by this Summer
Communicated with all cities Dec

Participants: Wayzata, Orono, Shorewood and Eden Prairie from D6 (15 cities total)

Excelsior-Area Infrastructure Projects

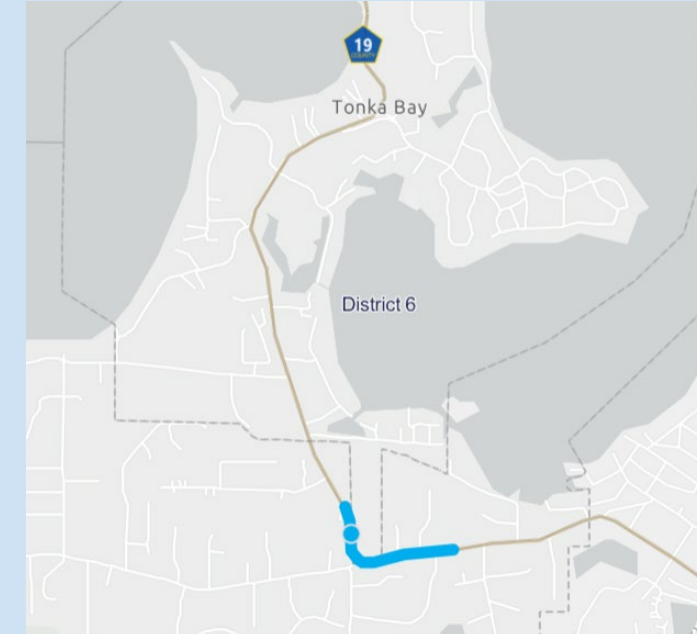
Mill Street Pathway Project Between Excelsior and Shorewood (2026 Project)

Shared-use path along the east side of Mill Street, a flashing light at 3rd Street, road repavement, paved shoulders, curb and gutter replacement, and more.



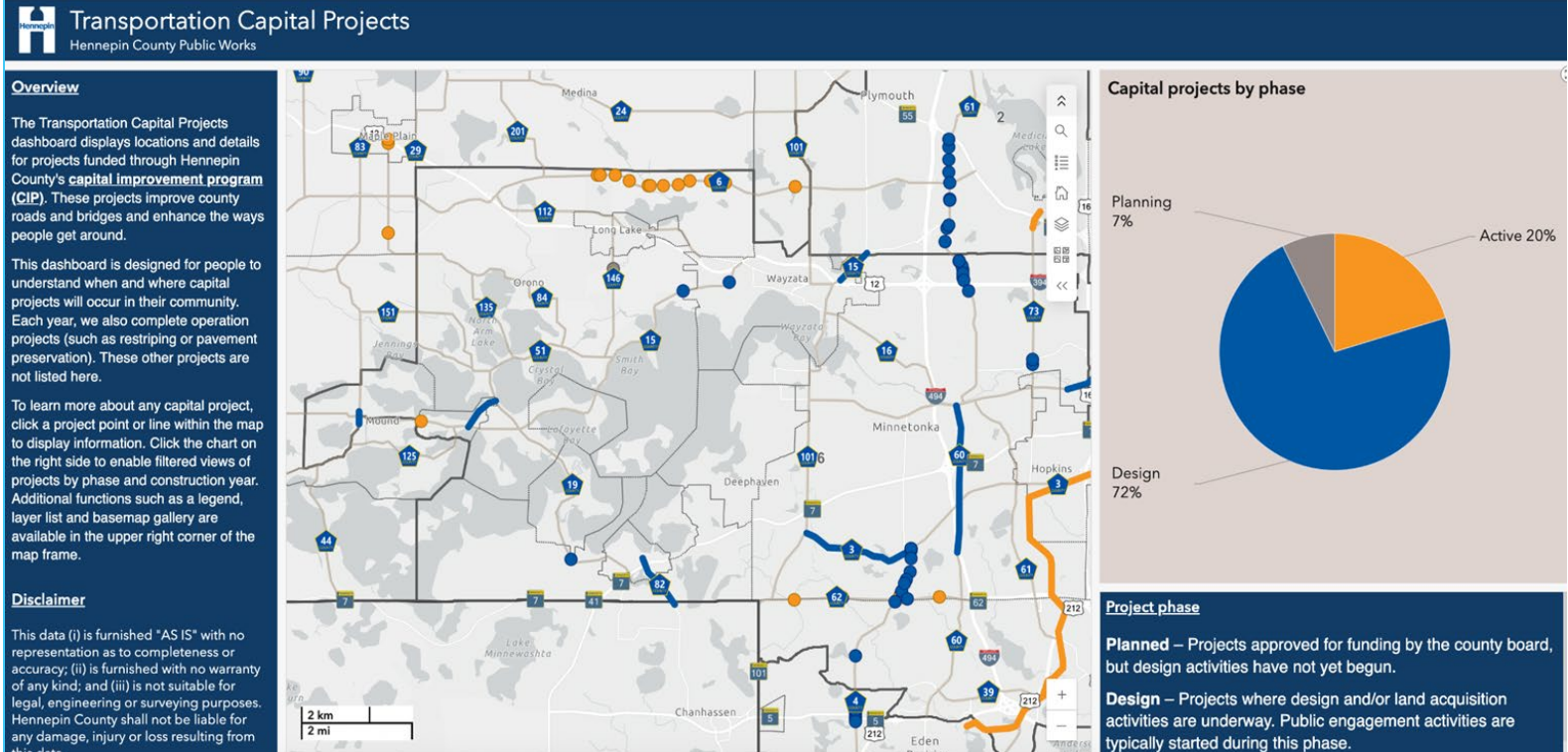
County Road 19 Pavement Preservation (2026 Project)

Smithtown Road/Manitou Road
(County Rd 19) Pavement
Preservation, from Minnetonka Drive
to Glen Road. ADA upgrades as well.



Visit the Hennepin County Transportation Capital Projects Webmap

Online map of capital projects approved in the 2026-2030 Capital Improvement Plan



2026 Commissioner Board Appointments

Metropolitan Mosquito Control Board
Minneapolis Institute of Art (MIA)
University of Minnesota County Extension Committee
CornerHouse Board
Community Action Partnership Hennepin (CAP-HC)
Heading Home Hennepin
Election Canvassing Board
Green Line Extension Executive Change Control Board (ECCB)
Green Line Extension Community Works Steering Committee
Green Line Extension Corridor Management Committee
Public Art and Community Engagement Southwest (PLACES)

Questions and Discussion



03/31/2026

CHECK REGISTER FOR CITY OF EXCELSIOR
CHECK DATE 03/10/2026 - 03/31/2026

Check Date	Check	Amount
Bank GEN WELLS F		
03/16/2026	93385	5,121.35
03/16/2026	93386	1,035.20
03/18/2026	3508(E)	15,804.42
03/18/2026	3509(E)	900.00
03/18/2026	3510(E)	8,475.96
03/18/2026	3511(E)	2,778.13
03/23/2026	3518(E)	2,020.50
03/23/2026	93395	610.66
03/23/2026	93396	133.50
03/23/2026	93397	120.00
03/23/2026	93398	1,700.00
03/23/2026	93399	1,341.00
03/23/2026	93400	211.29
03/23/2026	93401	1,532.81
03/23/2026	93402	448.38
03/23/2026	93403	8,000.00
03/23/2026	93404	143.02
03/23/2026	93405	235.38
03/23/2026	93406	75.00
03/23/2026	93407	52.01
03/23/2026	93408	500.00
03/23/2026	93409	957.75
03/23/2026	93410	12.10
03/23/2026	93411	823.97
03/23/2026	93412	4,600.00
03/23/2026	93413	418.26
03/23/2026	93414	21.98
03/23/2026	93415	800.17
03/23/2026	93416	500.00
03/23/2026	93417	270.09
03/23/2026	93418	2,475.00
03/23/2026	93419	199.00
03/23/2026	93420	31.50
03/23/2026	93421	45.00
03/23/2026	93422	893.29
03/23/2026	93423	56.33
03/23/2026	93424	2,940.00
03/23/2026	93425	41.85
03/23/2026	93426	11.00
03/23/2026	93427	414.24
03/23/2026	93428	2,563.52
03/23/2026	93429	3,798.78
03/23/2026	93430	200.00
03/23/2026	93431	60.00
03/23/2026	93432	2,485.00
03/23/2026	93433	90.76
03/30/2026	93434	2,355.00
03/30/2026	93435	425.00
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03/30/2026	93437	596.46
03/30/2026	93438	5,450.00

03/30/2026	93439	286.50
03/30/2026	93440	474.00
03/30/2026	93441	180.00
03/30/2026	93442	62.68
03/30/2026	93443	75.00
03/30/2026	93444	117.76
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03/30/2026	93446	358.53
03/30/2026	93447	1,767.48
03/30/2026	93448	4,002.00
03/30/2026	93449	17,325.50
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03/30/2026	93453	40.62
03/30/2026	93455	649.90
03/30/2026	93457	2,346.73
03/30/2026	93458	531.51
03/30/2026	93459	128.00
03/30/2026	93460	1,120.00
03/30/2026	93461	318.74
03/30/2026	93462	56.38
03/30/2026	93463	40.00
03/30/2026	93464	1,155.00
03/30/2026	93465	480.00
03/30/2026	93467	90.76
03/30/2026	93468	4,072.36
03/30/2026	93469	12.32
03/30/2026	93470	470.00

GEN TOTALS:

Total of 80 Checks:	123,910.53
Less 0 Void Checks:	0.00
Total of 80 Disburs:	123,910.53

03/31/2026

CHECK REGISTER FOR CITY OF EXCELSIOR
CHECK DATE 03/10/2026 - 03/31/2026

Check Date	Check	Amount
Bank GEN WELLS F		
03/30/2026	93454	30,000.00
03/30/2026	93456	28,289.00
03/30/2026	93466	69,283.25
GEN TOTALS:		
Total of 3 Checks:		127,572.25
Less 0 Void Checks:		0.00
Total of 3 Disburse:		127,572.25



ITEM REPORT

To: City Council

From: Kristi Luger, City Manager

Meeting Date: April 6, 2026

Department/Office: Administration

Item Name: Charter Boat Leases

Summary:

The ten-year lease with the five large charter boats, docked at the end of transient pier 1 and at the two charter piers, has concluded at the end of this past season. Staff met with the charter boat owners to discuss how operations are going and what changes should be made to the leases to address any challenges. Overall, the arrangement is working well for both parties so there are only a few proposed changes to the lease. All the large charter boats have the same lease; a copy of the proposed agreement is in the packet.

Section 4 – Lessee Lease Payments

In the previous lease, the base rent increased by 2% or a percentage equal to the percentage that the Consumer Price Index (CPI) increased, whichever is greater. The proposed lease increases the base rent by 3% and is not tied to CPI, which will simplify billing and make the rent more predictable. A 3% increase was selected because the average CPI increase over the last ten years was 2.72%. It's worth noting that in addition to paying the base rent, the charter boat owners are also responsible for property taxes, surface water quality management fee, municipal parking surcharge fee, and water and sewer services.

Section 10 – Access Road

The previous lease stated that if the City replaced the ice and trash storage facility, the City would pay up to 50% of the costs not-to-exceed \$10,000 and that the remaining costs would be divided equally among the lessees at the Port of Excelsior. The proposed lease states that if the City paves the access road, the City will pay 50% of the cost and the remaining 50% will be divided equally among the lessees.

Section 18 – Construction Disclaimer and Limitation of Liability

Since there is the possibility that the Port may be under construction in the next ten years, this section has been added to make it clear that the City is not liable for any loss of revenue, business interruption, or other consequential damages arising directly or indirectly from construction or related activities.

The port leases work group and staff recommend that the commercial pier leases with Al and Alma's Supper Club and Charter Cruises, Lady of the Lake, and Paradise Charter Cruises be approved.

Recommended Action:

Approve the commercial pier leases with Al and Alma's Supper Club and Charter Cruises, Lady of the Lake, and Paradise Charter Cruises, and authorize the Mayor and City Manager to sign the leases.

Budget:**Attachments:**

1. 2026-2035 Large Charter Boat Lease DRAFT



COMMERCIAL PIER LEASE

THIS AGREEMENT (hereinafter referred to as “Lease” or “Agreement”), made and entered into by and between the City of Excelsior, a Municipal Corporation, organized under the laws of the State of Minnesota, hereinafter referred to as the Lessor, and

INSERT CRUISE BOAT NAME
INSERT ADDRESS
Excelsior, Minnesota 55331

hereinafter referred to as Lessee;

WITNESSETH, that in consideration of the rents hereinafter stipulated to be paid and of the mutual covenants and agreements of the parties hereto, it is hereby understood and agreed by and between said parties as follows:

- Docking Rights. Lessee and its employees shall have the right to dock a **XX**-foot boat, the **INSERT CRUISE BOAT NAME**, and load and unload passengers at the end of Transient Pier 1 in The Commons Park, Excelsior, Minnesota as depicted on Exhibit A (the “Leased Premises”). Total capacity for the boat authorized in this Lease must not exceed **XX** passengers. Lessee agrees not to permit boats other than those set forth herein to use the Leased Premises. Lessee agrees that the Leased Premises shall be used for dockage and storage of **INSERT CRUISE BOAT NAME** and for the loading and unloading of passengers and supplies necessary for the operation of the boat. No storage of any materials or supplies is allowed on the pier or in the park. No changes in the configuration or construction of the Leased Premises shall be made without the prior approval of Lessor. Lessor shall keep the Leased Premises and the immediate land approaches thereto repaired at all times, as it deems necessary in its sole discretion, but Lessee shall pay for all damages beyond normal wear and tear caused by Lessee. The boat authorized in this lease shall not host passengers or crew or otherwise use the Leased Premises for any purpose other than docking during the hours between 11:00 p.m. and 5:00 a.m. Sunday through Thursday and 1:00 a.m. and 5:00 a.m. Friday and Saturday. On a Sunday through Thursday preceding a legal State holiday, hours of operation are extended to 1:00 a.m.
- Boating Season. The Lease shall be effective during the "Boating Season," which shall be from April 1 to October 31.
- Term. The Lease Term shall be for ten (10) years commencing the 2026 Boating Season through the 2035 Boating Season. At the end of the Lease Term, Lessor and Lessee may enter a subsequent lease on terms agreeable to both Lessor and Lessee.
- Lessee Lease Payments. Lessee shall pay to Lessor an annual lease payment of:

Season	Lease Payment	Season	Lease Payment
2026	\$27,959	2031	\$32,412
2027	\$28,797	2032	\$33,384
2028	\$29,661	2033	\$34,386
2029	\$30,551	2034	\$35,417
2030	\$31,468	2035	\$36,480

Lease payments (“Rent”) shall be payable in three payments each year due on or before June 15, July 15, and August 15.

5. Personal Property Tax. Lessee shall be responsible for the payment of any personal or property tax levied against it for its use of the Leased Premises.
6. Surface Water Quality Management Fee. In addition to the above Rent and fees, the City of Excelsior has established a Surface Water Quality Management Utility to help operate and maintain its storm sewer and surface water quality management system. Surface Water Quality Management Utility rates for use of the Port of Excelsior by excursion boats that lease dock space or secure an Excursion Boat Permit have been established based on the seating capacity of each boat. Each year the Lessee shall pay a Surface Water Quality Management Utility fee equal to the per seat rate established annually by resolution adopted by Lessor’s City Council multiplied by the seating capacity of Lessee’s boat with its first installment. The seating capacity of Lessee’s boat shall be established by the seating capacity identified in the annual Charter Boat Inspection Report from the Hennepin County Sheriff’s Water Patrol on an annual basis. Lessee shall pay the Surface Water Quality Management Fee to Lessor in three equal installments on or before June 15, July 15, and August 15 of each year.
7. Municipal Parking Surcharge Fee. In addition to the above Rent and fees, Lessee shall pay an annual Parking Surcharge Fee for the use of the Lessor’s parking to meet the off-street parking requirement for its boating operation. This Parking Surcharge Fee shall be Lessor’s Parking Surcharge Rate established annually by resolution of Lessor’s City Council multiplied by the seating capacity of Lessee’s boat and divided by four. The seating capacity of Lessee’s boat shall be established by the seating capacity identified in the annual Charter Boat Inspection Report from the Hennepin County Sheriff’s Water Patrol on an annual basis. Lessee shall pay the Parking Surcharge Fee to Lessor in three equal installments on or before June 15, July 15, and August 15 of each year.
8. Water and Sewer Services. Lessee shall pay for all water and sewer service to the Leased Premises and boat. Lessee will be charged a fixed charge per meter for water and a fixed charge for sewer. Water will be charged per 1,000 gallons for actual usage. Sewer will be charged based upon water usage. Rates shall be as established by Lessor each year for all water and sewer utilities. The City shall bill Lessee when services are disconnected at the end of each Boating Season and payment shall be made on or before November 15.
9. Additional Services Provided by Lessor. In addition to providing Lessee the use of the Leased Premises, Lessor shall provide, at no additional cost to Lessee port area lighting, electric service to dock, trash and refuse removal, and an area on Lake Street for buses to pick up and drop off Lessee’s passengers. Lessor may also, at its sole discretion, provide Dockmaster services to Lessee to facilitate management of charter boat traffic in Excelsior Bay. Lessee agrees to cooperate with the personnel providing Dockmaster services, if any. The costs of any other services not provided for in this paragraph shall be paid by Lessee.
10. Access Road. The use of Lessor’s lakeshore access road (“Access Road”) by Lessee’s service and delivery vehicles shall be limited to that which is necessary and reasonable but not to exceed 15 minutes. The access road shall not be used for the drop-off or pick-up of passengers. The City Manager or their agent will settle all disputes which may arise as to Lessee’s usage of the Access Road. Lessee agrees to be bound by the determination of the City Manager or their agent.

During the term of this Lease, Lessor shall have the right to pave the access road. In the event Lessor chooses during the term of this Lease to pave the access road, Lessor agrees to pay 50% of the cost.

Lessee shall pay ____% of the cost.

11. Ice and Trash Storage. Lessee shall have non-exclusive use of the existing ice and trash facility at the Port of Excelsior.
12. Removal of Filtration Debris. Lessor agrees to annually remove any debris or other obstructions to Lessee's access accumulating near the storm water outlet and the road used for winter access to the Leased Premises.
13. Assignment. Lessee shall not have the right to assign this Lease without the written approval of the City Council of the Lessor, provided, however, that the approval of such assignment shall not be unreasonably withheld and provided that any assignee shall use the leased space only for the operation of the **INSERT CRUISE BOAT NAME** or other boat which has received prior approval by the Excelsior City Council.
14. Insurance. Lessee shall maintain at its own expense commercial general liability insurance on the Leased Premises, approaches thereto, and each watercraft moored there, naming the City as an additional insured. Said commercial general liability insurance shall have coverage of a minimum of \$2,000,000 for each occurrence. Lessee shall file with Lessor at the time of execution of this Lease, a certificate showing the insurance required by this paragraph to be in full force and effect. Such policies shall be in effect during the Boating Season as defined in Paragraph 2 of this Lease. Lessor shall maintain property damage insurance for the Leased Premises and liability insurance for Lessor's operations and use of the Leased Premises and the Port of Excelsior.
15. Lessee's Duties. Throughout the term of this Lease, Lessee shall be responsible for the following duties:
 - A. Maintain and conduct its business insofar as the same relates to the occupancy of the Leased Premises in such a manner and under such regulations as to be in strict compliance with any and all applicable governmental laws, rules, regulations, and orders.
 - B. Keep the Leased Premises clean and in a sanitary condition required by laws and regulations of any governmental or quasi-governmental unit having jurisdiction.
 - C. Comply with the applicable provisions of the Americans with Disabilities Act.
 - D. Shall not use or permit the Leased Premises to be used for any purpose other than that set forth in Section 1 above.
 - E. Cooperate with Lessor during maintenance activities related to the Leased Premises.
16. Fuel Delivery. Lessee may, after having applied for and received an Annual Refueling Permit, accept delivery of diesel fuel at the Leased Premises for the purpose of refueling the **INSERT CRUISE BOAT NAME**. The fuel deliveries are allowed only between the hours of 5:00 a.m. and 8:00 a.m., Monday through Friday. All other refueling or transferring of fuels is prohibited by City Ordinance.
17. Waiver of Liability. Lessor shall not be liable for any damage, harm, or injury to persons or property on the Leased Premises or the **INSERT CRUISE BOAT NAME**, including by reason of: the approaches thereto becoming out of repair or defective; the use or misuse of any instrumentality or agency in or connected with the Leased Premises or **INSERT CRUISE BOAT NAME**; any action, accident or neglect of Lessee, its invitees, other persons or entities, or by the action of wind or water; or any nuisance made or suffered on the Leased Premises, the Port of Excelsior or **INSERT CRUISE BOAT NAME**.

18. Hold Harmless and Indemnification. Lessee assumes all liability and obligation of damages, harm, or injury arising out of the performance of its obligations under this Lease. Lessee shall indemnify, defend, and hold Lessor harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including reasonable attorneys' fees, which Lessor, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Lessee, its officials, agents, or employees in the execution, performance, or failure to adequately perform the Lessee's obligations pursuant to this Lease. Nothing in this Lease shall constitute a waiver by Lessor of any statutory or common-law immunities, limits, or exceptions to liability.
19. Construction Disclaimer and Limitation of Liability. Lessee acknowledges and agrees that the Port of Excelsior, or portions thereof, may be under construction, renovation, or repair during the term of this Agreement. Lessor shall make reasonable efforts to minimize disruption; however, Lessee understands that such activities may result in noise, restricted access, or other temporary inconveniences.
- Lessee further agrees that Lessor shall not be liable for any loss of revenue, business interruption, or other consequential damages arising directly or indirectly from such construction or related activities. Lessee waives any and all claims against Lessor for such losses, including but not limited to claims based on reduced customer traffic, visibility, or accessibility. Notwithstanding any present or future law to the contrary, this Lease shall not terminate except as otherwise expressly provided in this Lease, nor shall Tenant be entitled to any abatement, reduction, diminution, set-off, counterclaim, defense or deduction with respect to any sums payable under this Lease, nor shall the obligations of Lessee under this Lease be modified, waived, or otherwise affected, by reason any construction, renovations, or repairs by Lessor.
20. Lessee Control of Passengers. Lessee agrees to accept responsibility for the conduct of passengers not only while in Lessee's boat, but also while entering and leaving the boat and while waiting for the boat cruises and while waiting for land transportation following the cruises, and on the Leased Premises. Noise shall be controlled, and the prohibition of consumption of alcoholic beverages while in the Port of Excelsior property including the Leased Premises shall be enforced to the extent required by state and local ordinances, even if they required the hiring, by Lessee, of private security personnel.
21. Termination. Lessor may terminate this Lease at any time for failure of Lessee to abide by any of the terms of this Agreement, including but not limited to payment of the fees set forth herein in Paragraphs 4 through 8.

22. Notices.

All notices required under this Lease shall be in writing and effective:

- A. Upon personal delivery;
- B. Two business days after certified mail via USPS; or
- C. Upon email from Lessee to Lessor's City Manager.

Notices shall be addressed to Lessee at the address described on the first page of this Lease, and to Lessor at:

City of Excelsior
Attn: City Manager
PO Box 558

23. Compliance with Ordinances. Lessee agrees to abide by all City ordinances pertaining to activities within the City and the Port of Excelsior, as if set forth herein. The City Manager has sole responsibility for determining the applicability of any City Code provision to Lessee. Any legal fees incurred by Lessor in enforcing its City Code provisions due to the conduct of Lessee, its employees, invitees, or assigns, shall be reimbursed, in full, to Lessor by Lessee upon written demand by Lessor.
24. Signage. Lessee, in addition to the fee for the leased commercial pier, agrees to reimburse the City its costs to provide uniform signage within the Port of Excelsior identifying Lessee's portion of the commercial pier described in Paragraph 1 herein. Any signage on the property or Leased Premises placed by Lessee must be approved in advance by Lessor, and may require Lessee to obtain a sign permit. Lessee shall install approved signage at Lessee's expense.
25. Severability. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
26. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee and may not be amended or altered except in writing and signed by both parties.
27. Governing Law. This Lease shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF the parties have hereunto subscribed their names and caused these presents to be executed this _____ day of _____, 2025.

CITY OF EXCELSIOR, Lessor
Lessee

INSERT CRUISE BOAT NAME,

Gary Ringate, Mayor

INSERT NAME, Owner

Kristi Luger, City Manager

EXHIBIT A

Survey Inserted Here

ITEM REPORT

To: City Council

From: Kristi Luger, City Manager

Meeting Date: April 6, 2026

Department/Office: Administration

Item Name: Excursion Boat Leases

Summary:

The leases with the three small charter boat companies, docked at transient pier 1, have concluded at the end of this past season. Staff met with the charter boat owners to discuss how operations are going and what changes should be made to the leases to address any challenges. Overall, the arrangement is working well for all parties so there are only a few proposed changes to the lease. All the small charter boat companies have the same lease, except the Minnesota Electric Boat Company has a provision and fees related to a rescue boat; a copy of the proposed agreement is in the packet.

Section 4 – Lessee Lease Payments

In the previous leases the City had with the small charter boat companies, only the Minnesota Electric Boat Company (verify) was required to pay a launch fee of \$10 per boat launch in addition to the base rent. The proposed lease eliminates the launch fee due to raising property tax payments and makes the rates more equitable across all the small charter boat companies. With these leases experiencing large increases over the last three years (8% in 2023, 9% in 2025, and 10% in 2026), the proposed lease increases the base rents by 3% for the duration of the five-year lease. It's worth noting that in addition to paying the base rent, the charter boat companies are also responsible for property taxes, surface water quality management fee, municipal parking surcharge fee, and water and sewer services.

Section 9 – Access Road

The previous lease stated that if the City replaced the ice and trash storage facility, the City would pay up to 50% of the costs not-to-exceed \$10,000 and that the remaining costs would be divided equally among the lessees at the Port of Excelsior. The proposed lease states that if the City paves the access road, the City will pay 50% of the cost and the remaining 50% will be divided equally among the lessees.

Section 12 – Insurance

The commercial general liability coverage that each lessee is required to have has increased from \$1.5 million to \$2.0 million.

Section 14 – Construction Disclaimer and Limitation of Liability

In the event the Port is under construction in the next five years, this section has been added to make it clear that the City is not liable for any loss of revenue, business interruption, or other consequential damages arising directly or indirectly from construction or related activities.

The port leases work group and staff recommend that the commercial pier leases with the Hoppy Trolley, Minnesota Electric Boat Company, and Tonka Boat Rentals be approved.

Recommended Action:

Approve the commercial pier leases with the Hoppy Trolley, Minnesota Electric Boat Company, and Tonka Boat Rentals, and authorize the Mayor and City Manager to sign the leases.

Budget:**Attachments:**

1. 2026-2030 DRAFT Duffy Boat Lease
2. 2026-2030 DRAFT PaddleTap Lease
3. 2026-2030 DRAFT Tonka Boat Rentals Lease



COMMERCIAL PIER LEASE

THIS AGREEMENT (hereinafter referred to as “Lease” or “Agreement”), made and entered into by and between the City of Excelsior, a Municipal Corporation, organized under the laws of the State of Minnesota, hereinafter referred to as the “Lessor,” and **Minnesota Electric Boat Company LLC, a Minnesota limited liability company**, with a principal place of business of 13690 Theresa Place, Eden Prairie, MN 55346, hereinafter “Lessee”;

WITNESSETH, that in consideration of the rents hereinafter stipulated to be paid and of the mutual covenants and agreements of the parties hereto, it is hereby understood and agreed by and between said parties as follows:

1. Docking Rights.

A. Duffy Boats. Lessee, and their employees shall have the right to dock four 22-foot long Duffy Boats, and load and unload passengers on Charter Pier 3, Slips 11, 13, 15 and 17 (each a “Slip”) of the City’s northernmost transient pier as depicted on Exhibit A (the “Leased Premises”). The Leased Premises shall be used exclusively by Lessee for the docking of the boats described in this Lease and the loading and unloading of passengers from such Duffy Boats. Total capacity for each Duffy Boat must not exceed 12 passengers. Lessee agrees not to permit boats other than those set forth herein use of the Leased Premises. Storage of any materials or supplies is only allowed in one storage box located on the dock immediately adjacent to the Duffy Boats. No changes in the configuration or construction of the Leased Premises shall be made without the prior approval of Lessor. Lessor shall keep the Leased Premises and the immediate land approaches thereto repaired at all times as it deems necessary, but Lessee shall pay for all damage to the Leased Premises and the pier caused by Lessee beyond normal wear and tear. The boats authorized in this Lease shall not host passengers or crew or otherwise use the Leased Premises for any purpose other than docking during the hours between 5:00 am and 10:30 pm.

B. Rescue Boat. The parties agree that the activities associated with Lessee’s services make it appropriate for one boat as provided by Lessee or another private entity to be docked at the Port of Excelsior that can be used to retrieve and/or rescue users of Lessee’s watercrafts should such retrieval or rescue become necessary. To facilitate the docking of such retrieval/rescue boat, Lessor agrees to provide a slip at Transient Pier 1 in the space south of Slip 1 for Lessee to dock one retrieval/rescue boat provided that: (1) Lessee pay Lessor an annual dock fee as identified in Section 4 of this Lease; (2) the boat Lessee docks in the slip is no larger than 15.5 feet in length by 5.5 feet in width; and (3) the boat is only used by Lessee for retrieval/rescue purposes and not for recreation.

2. Boating Season. The Lease shall be effective during the "Boating Season," which shall be from April 1 to October 31 of each calendar year..

3. Term. The Lease Term shall be for five years commencing with the 2026 Boating Season through the 2030 Boating Season.

4. Lessee Lease Payments. Lessee shall pay to Lessor an annual lease payment of:

Season	Per Slip Cost	Total Slip Cost
--------	---------------	-----------------

2026	\$6,991	\$27,964
2027	\$7,200	\$28,800
2028	\$7,416	\$29,664
2029	\$7,639	\$30,556
2030	\$7,868	\$31,472

The total annual lease payment shall be payable in three equal payments each year due on or before June 15, July 15, and August 15 (“Rent”).

5. Personal Property Tax. Lessee shall be responsible for the payment of any personal property tax levied against it for the use of the Leased Premises.
6. Surface Water Quality Management Fee. In addition to the above lease payments, the City of Excelsior has established a Surface Water Quality Management Utility to help operate and maintain its storm sewer and surface water quality management system. Surface Water Quality Management Utility rates for use of the Port of Excelsior by excursion boats that lease dock space or secure an Excursion Boat Permit have been established based on the seating capacity of each boat. Each year, each Lessee shall pay a Surface Water Quality Management Utility fee equal to the per seat rate established annually by resolution adopted by Lessor’s City Council multiplied by the seating capacity of Lessee’s boats. Lessee’s payment for the Surface Water Quality Management Utility fee shall be made with Lessee’s first installment of the total annual lease payment. The seating capacity of Lessee’s boats shall be established by the seating capacity identified in the annual Charter Boat Inspection Report from the Hennepin County Sheriff’s Water Patrol on an annual basis.
7. Municipal Parking Surcharge Fee. In addition to the total annual lease payment and the Surface Water Quality Management Utility fee, Lessee shall pay an annual Parking Surcharge Fee for the use of the Lessor’s parking to meet the off-street parking requirement for its boating operation. This Parking Surcharge Fee shall be Lessor’s Parking Surcharge Rate established annually by resolution of Lessor’s City Council multiplied by the seating capacity of Lessee’s boats and divided by four. The seating capacity of Lessee’s boat shall be established by the seating capacity identified in the annual Charter Boat Inspection Report from the Hennepin County Sheriff’s Water Patrol on an annual basis. Lessee shall pay the Parking Surcharge Fee to Lessor in three equal installments on or before June 15, July 15, and August 15 of each year.
8. Additional Services Provided by Lessor. In addition to providing Lessee the right and privilege to use the Leased Premises, Lessor shall provide, at no additional cost to Lessee, port area lighting, and trash and refuse removal from the Leased Premises. The costs of any other services needed for the Leased Premises shall be paid by Lessee.
9. Access Road. The use of the Lessor’s lakeshore access road (“Access Road”) by Lessee’s service and delivery vehicles shall be limited to that which is necessary and reasonable but any such use is not to exceed 15 minutes. The Access Road shall not be used by Lessee for the drop-off or pick-up of passengers. The City Manager or their agent will settle all disputes which may arise as to Lessee’s usage of the Access Road. Lessee agrees to be bound by the determination of the City Manager or their agent.

During the term of this Lease, Lessor shall have the right to pave the Access Road. In the event Lessor chooses to pave the Access Road during the term of this Lease, Lessor agrees to pay 50% of the cost. Lessee agrees to pay 7% of the cost.

10. Assignment. Lessee shall not have the right to assign this Lease without the written approval of the Excelsior City Council, provided, however, that the approval of such assignment shall not be

unreasonably withheld and provided that any assignee shall use the Leased Premises only for the operation of the Duffy Boats as described in Paragraph 1.a., unless other boats have received prior approval by the Excelsior City Council.

11. Lessee's Duties. Throughout the term of this Lease, Lessee shall be responsible for the following duties:
 - A. Maintain and conduct its business insofar as the same relates to the occupancy of the Leased Premises in such a manner and under such regulations as to be in strict compliance with any and all applicable governmental laws, rules, regulations, and orders.
 - B. Keep the Leased Premises clean and in a sanitary condition required by laws and regulations of any governmental or quasi-governmental unit having jurisdiction.
 - C. Comply with the applicable provisions of the Americans with Disabilities Act.
 - D. Shall not use or permit the Leased Premises to be used for any purpose other than that set forth in Section 1 above.
 - E. Cooperate with Lessor during maintenance activities related to the Leased Premises.
12. Insurance. Lessee shall maintain at its own expense commercial general liability insurance on the Leased Premises, and watercraft insurance for each of the boats moored there, naming the Lessor as an additional insured with respect to the commercial general liability insurance. Said commercial general liability insurance shall have coverage of a minimum \$2,000,000 for each occurrence. Lessee shall file with Lessor at the time of execution of this Lease, a certificate showing the insurance required by this paragraph to be in full force and effect. Such policies shall be in effect during the Boating Season as defined in Paragraph 2 of this Lease. Lessor shall maintain property damage insurance for the Leased Premises and liability insurance for Lessor's operations and use of the Leased Premises and the Port of Excelsior.
13. Indemnity. Lessee assumes all liability and obligation of damages, harm, or injury arising out of the performance of its obligations under this Lease. Lessee shall indemnify, defend, and hold Lessor harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including reasonable attorneys' fees, which the Lessor, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Lessee, its officials, agents, or employees in the execution, performance, or failure to adequately perform the Lessee's obligations pursuant to this Lease. Nothing in this Lease shall constitute a waiver by Lessor of any statutory or common-law immunities, limits, or exceptions to liability.
14. Construction Disclaimer and Limitation of Liability. Lessee acknowledges and agrees that the Port of Excelsior, or portions thereof, may be under construction, renovation, or repair during the term of this Lease. Lessor shall make reasonable efforts to minimize disruption of Lessee's use of the Leased Premises; however, Lessee understands and acknowledges that such activities may result in noise, restricted access, or other temporary inconveniences.

Lessee further agrees that Lessor shall not be liable for any loss of revenue, business interruption, or other consequential damages arising directly or indirectly from such construction or related activities. Lessee waives any and all claims against Lessor for such losses, including but not limited to claims based on reduced customer traffic, visibility, or accessibility. Notwithstanding any present or future law to the contrary, this Lease shall not terminate except as otherwise expressly provided in this Lease, nor shall Tenant be entitled to any abatement, reduction, diminution, set-off, counterclaim, defense or deduction with respect to any sums payable under this Lease, nor shall the obligations of Lessee under this Lease be modified, waived, or otherwise affected, by reason any construction, renovations, or repairs by Lessor.

15. Waiver of Liability. Lessor shall not be liable for any damage, harm, or injury to persons or property on the Leased Premises or the Duffy Boats, including by reason of: the approaches thereto becoming out of repair or defective; the use or misuse of any instrumentality or agency in or connected with the Leased Premises or the Duffy Boats; any action, accident or neglect of Lessee, its invitees, other persons or entities, or by the action of wind or water; or any nuisance made or suffered on the Leased Premises, the Port of Excelsior or the Duffy Boats.
16. Lessee's Control of Invitees, Passengers. Lessees agree to accept responsibility for the conduct of their passengers not only while in the boat, but also while entering and leaving the boat, while waiting for the boat cruises, and while waiting for land transportation following the cruises, and on the Leased Premises. Noise shall be controlled, and the prohibition of consumption of alcoholic beverages while on the Leased Premises and within the Port of Excelsior property shall be enforced to the extent required by state and local ordinances, even if they require the hiring, by Lessees, of private security personnel.
17. Default. The following occurrences are "events of default":
- A. Lessee defaults in the payment of Rent when due, and such default continues for five (5) days after written notice from Lessor. Lessee will not be entitled to more than one notice of default in payment of rent during any twelve month period, and if, within twelve months after any such notice any rent is not paid when due, an event of default shall have occurred without Lessor providing further notice to Lessee.
 - B. Lessee breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Lessee to perform, and such breach continues for a period of thirty (30) days after notice by Lessor to Lessee.

At any time after the occurrence of either of the above events of default, Lessor may terminate this Lease upon giving written notice to Lessee and may then re-enter and take possession of the Leased Premises in such manner as allowed or provided by law. Lessee shall pay Lessor all costs and expenses, including attorney's fees, in any successful action brought by Lessor to recover unpaid rent, or to recover damages for breach of any of the other covenants, agreements, terms, or conditions which this Lease requires Lessee to perform, or to recover possession of the Leased Premises.

18. Compliance with Ordinances. Lessee agrees to abide by all City of Excelsior ordinances as amended from time to time pertaining to activities within the City and the Port of Excelsior, as if set forth herein. Any legal fees incurred by Lessor in enforcing its City Code provisions due to the conduct of Lessee, their employees, invitees, or assigns, shall be reimbursed, in full, to Lessor by Lessee upon the written demand of Lessor.

19. Notices. All notices required under this Lease shall be in writing and effective:
- A. Upon personal delivery;
 - B. Two business days after certified mail via USPS; or
 - C. Upon email from Lessee to Lessor's City Manager.

Notices shall be addressed to Lessee at the address described on the first page of this Lease, and to Lessor at:

City of Excelsior
Attn: City Manager
PO Box 558

20. Severability. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
21. Any signage on the property or Leased Premises placed by Lessee must be approved in advance by Lessor, and may require Lessee to obtain a sign permit. Lessee shall install approved signage at Lessee's expense.
22. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee and may not be amended or altered except in writing and signed by both parties.
23. Governing Law. This Lease shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF the parties have hereunto subscribed their names and caused these presents to be executed this _____ day of _____, 2026.

CITY OF EXCELSIOR, Lessor

Gary Ringate, Mayor

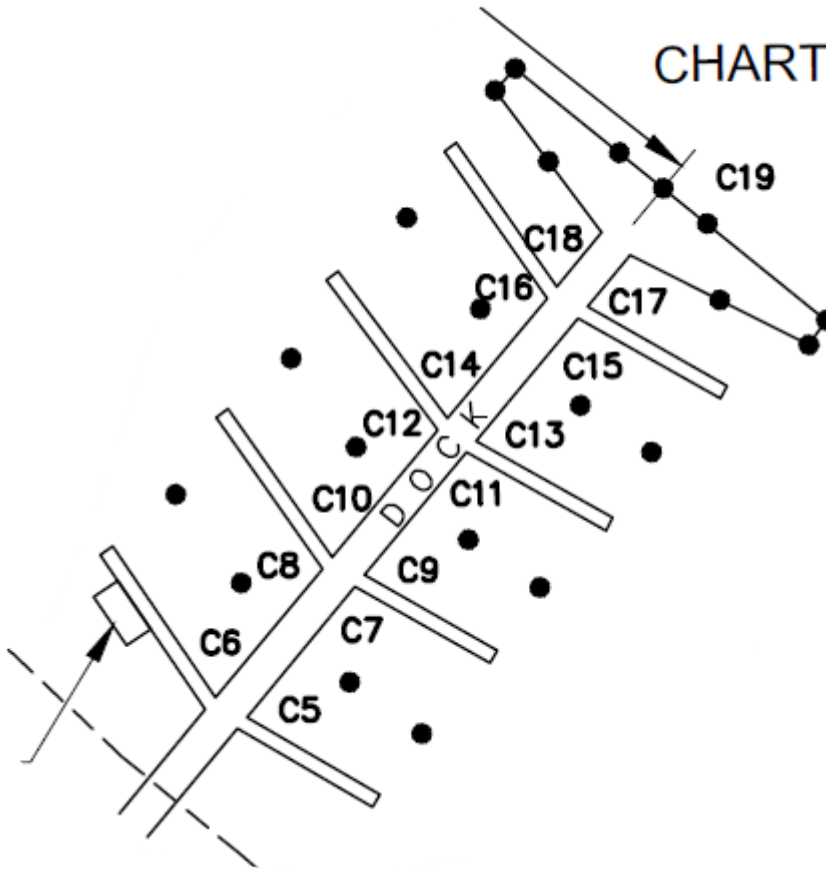
Kristi Luger, City Manager

MINNESOTA ELECTRIC BOAT COMPANY LLC, Lessee

Ryan Jaeger, Owner

Exhibit A

CHARTER 3





COMMERCIAL PIER LEASE

THIS AGREEMENT (hereinafter referred to as “Lease” or “Agreement”), made and entered into by and between the City of Excelsior, a Municipal Corporation, organized under the laws of the State of Minnesota, hereinafter referred to as the “Lessor,” and **Paddle Tap, LLC**, DBA Uffda Adventures, with a principal place of business of 13690 Theresa Place, Eden Prairie, MN 55346, hereinafter “Lessee”;

WITNESSETH, that in consideration of the rents hereinafter stipulated to be paid and of the mutual covenants and agreements of the parties hereto, it is hereby understood and agreed by and between said parties as follows:

1. Docking Rights. Lessee and its employees shall have the right to dock two 25-foot long PaddleTap boat, and load and unload passengers on Charter Pier 3, Slips 5, 7, and 9 (each a “Slip”) of the City’s northernmost transient pier as depicted on Exhibit A (the “Leased Premises”). The Leased Premises shall be used exclusively by Lessee for the docking of the boats described in this Lease and the loading and unloading of passengers from such PaddleTap Boats. Total capacity for the PaddleTap boat must not exceed 14 passengers. Lessee agrees not to permit boats other than those set forth herein use of the Leased Premises. No changes in the configuration or construction of the Leased Premises shall be made without the prior approval of Lessor. Lessor shall keep the Leased Premises and the immediate land approaches thereto repaired at all times as it deems necessary, but Lessee shall pay for all damage to the Leased Premises and the pier caused by Lessee beyond normal wear and tear. The boats authorized in this Lease shall not host passengers or crew or otherwise use the Leased Premises for any purpose other than docking during the hours between 5:00 am and 10:30 pm.
2. Boating Season. The Lease shall be effective during the "Boating Season," which shall be from April 1 to October 31 of each calendar year.
3. Term. The Lease Term shall be for five years commencing with the 2026 Boating Season through the 2030 Boating Season.

4. Lessee Lease Payments. Lessee shall pay to Lessor an annual lease payment of:

Season	Per Slip Cost	Total Annual Lease Payment
2026	\$6,991	\$20,973
2027	\$7,200	\$21,600
2028	\$7,416	\$22,248
2029	\$7,639	\$22,917
2030	\$7,868	\$23,604

The total annual lease payment shall be payable in three equal payments each year due on or before June 15, July 15, and August 15 (“Rent”).

5. Personal Property Tax. Lessee shall be responsible for the payment of any personal property tax levied against it for the use of the Leased Premises.
6. Surface Water Quality Management Fee. In addition to the above lease payments, the City of Excelsior has established a Surface Water Quality Management Utility to help operate and maintain its storm sewer and surface water quality management system. Surface Water Quality Management Utility rates for use of the Port of Excelsior by excursion boats that lease dock space or secure an Excursion Boat Permit have been established based on the seating capacity of each boat. Each year, each Lessee shall pay a Surface Water Quality Management Utility fee equal to the per seat rate established annually by resolution adopted by Lessor’s City Council multiplied by the seating capacity of Lessee’s boats. Lessee’s payment for the Surface Water Quality Management Utility fee shall be made with Lessee’s first installment of the total annual lease payment. The seating capacity of Lessee’s boats shall be established by the seating capacity identified in the annual Charter Boat Inspection Report from the Hennepin County Sheriff’s Water Patrol on an annual basis.
7. Municipal Parking Surcharge Fee. In addition to the total annual lease payment and the Surface Water Quality Management Utility fee, Lessee shall pay an annual Parking Surcharge Fee for the use of the Lessor’s parking to meet the off-street parking requirement for its boating operation. This Parking Surcharge Fee shall be Lessor’s Parking Surcharge Rate established annually by resolution of Lessor’s City Council multiplied by the seating capacity of Lessee’s boats and divided by four. The seating capacity of Lessee’s boat shall be established by the seating capacity identified in the annual Charter Boat Inspection Report from the Hennepin County Sheriff’s Water Patrol on an annual basis. Lessee shall pay the Parking Surcharge Fee to Lessor in three equal installments on or before June 15, July 15, and August 15 of each year.
8. Additional Services Provided by Lessor. In addition to providing Lessee the right and privilege to use the Leased Premises, Lessor shall provide, at no additional cost to Lessee, port area lighting, and trash and refuse removal from the Leased Premises. The costs of any other services needed for the Leased Premises shall be paid by Lessee.
9. Access Road. The use of the Lessor’s lakeshore access road (“Access Road”) by Lessee’s service and delivery vehicles shall be limited to that which is necessary and reasonable but any such use is not to exceed 15 minutes. The Access Road shall not be used by Lessee for the drop-off or pick-up of passengers. The City Manager or their agent will settle all disputes which may arise as to Lessee’s usage of the Access Road. Lessee agrees to be bound by the determination of the City Manager or their agent.

During the term of this Lease, Lessor shall have the right to pave the Access Road. In the event

Lessor chooses to pave the Access Road during the term of this Lease, Lessor agrees to pay 50% of the cost. Lessee agrees to pay 6% of the cost.

10. Assignment. Lessee shall not have the right to assign this Lease without the written approval of the Excelsior City Council, provided, however, that the approval of such assignment shall not be unreasonably withheld and provided that any assignee shall use the Leased Premises only for the operation of the PaddleTap as described in Paragraph 1.a., unless other boats have received prior approval by the Excelsior City Council.
11. Lessee's Duties. Throughout the term of this Lease, Lessee shall be responsible for the following duties:
 - A. Maintain and conduct its business insofar as the same relates to the occupancy of the Leased Premises in such a manner and under such regulations as to be in strict compliance with any and all applicable governmental laws, rules, regulations, and orders.
 - B. Keep the Leased Premises clean and in a sanitary condition required by laws and regulations of any governmental or quasi-governmental unit having jurisdiction.
 - C. Comply with the applicable provisions of the Americans with Disabilities Act.
 - D. Shall not use or permit the Leased Premises to be used for any purpose other than that set forth in Section 1 above.
 - E. Cooperate with Lessor during maintenance activities related to the Leased Premises.
12. Insurance. Lessee shall maintain at its own expense commercial general liability insurance on the Leased Premises, and watercraft insurance for each of the boats moored there, naming the Lessor as an additional insured with respect to the commercial general liability insurance. Said commercial general liability insurance shall have coverage of a minimum \$2,000,000 for each occurrence. Lessee shall file with Lessor at the time of execution of this Lease, a certificate showing the insurance required by this paragraph to be in full force and effect. Such policies shall be in effect during the Boating Season as defined in Paragraph 2 of this Lease. Lessor shall maintain property damage insurance for the Leased Premises and liability insurance for Lessor's operations and use of the Leased Premises and the Port of Excelsior.
13. Indemnity. Lessee assumes all liability and obligation of damages, harm, or injury arising out of the performance of its obligations under this Lease. Lessee shall indemnify, defend, and hold Lessor harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including reasonable attorneys' fees, which the Lessor, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Lessee, its officials, agents, or employees in the execution, performance, or failure to adequately perform the Lessee's obligations pursuant to this Lease. Nothing in this Lease shall constitute a waiver by Lessor of any statutory or common-law immunities, limits, or exceptions to liability.
14. Construction Disclaimer and Limitation of Liability. Lessee acknowledges and agrees that the Port of Excelsior, or portions thereof, may be under construction, renovation, or repair during the term of this Lease. Lessor shall make reasonable efforts to minimize disruption of Lessee's use of the Leased Premises; however, Lessee understands and acknowledges that such activities may result in noise, restricted access, or other temporary inconveniences.

Lessee further agrees that Lessor shall not be liable for any loss of revenue, business interruption, or other consequential damages arising directly or indirectly from such construction or related activities. Lessee waives any and all claims against Lessor for such losses, including but not limited to claims based on reduced customer traffic, visibility, or accessibility. Notwithstanding any present or future law to the contrary, this Lease shall not terminate except as otherwise expressly provided in this Lease, nor shall Tenant be entitled to any abatement, reduction, diminution, set-off, counterclaim,

defense or deduction with respect to any sums payable under this Lease, nor shall the obligations of Lessee under this Lease be modified, waived, or otherwise affected, by reason any construction, renovations, or repairs by Lessor.

15. Waiver of Liability. Lessor shall not be liable for any damage, harm, or injury to persons or property on the Leased Premises or the Paddle Boats, including by reason of: the approaches thereto becoming out of repair or defective; the use or misuse of any instrumentality or agency in or connected with the Leased Premises or the Paddle Boats; any action, accident or neglect of Lessee, its invitees, other persons or entities, or by the action of wind or water; or any nuisance made or suffered on the Leased Premises, the Port of Excelsior or the Paddle Boats.
16. Lessee's Control of Invitees, Passengers. Lessee agrees to accept responsibility for the conduct of its passengers not only while in the boat, but also while entering and leaving the boat, while waiting for the boat cruises, and while waiting for land transportation following the cruises, and on the Leased Premises. Noise shall be controlled, and the prohibition of consumption of alcoholic beverages while on the Leased Premises and within the Port of Excelsior property shall be enforced to the extent required by state and local ordinances, even if they require the hiring, by Lessee, of private security personnel.
17. Default. The following occurrences are "events of default":
 - A. Lessee defaults in the payment of Rent when due, and such default continues for five (5) days after written notice from Lessor. Lessee will not be entitled to more than one notice of default in payment of rent during any twelve-month period, and if, within twelve months after any such notice any rent is not paid when due, an event of default shall have occurred without Lessor providing further notice to Lessee.
 - B. Lessee breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Lessee to perform, and such breach continues for a period of thirty (30) days after notice by Lessor to Lessee.

At any time after the occurrence of either of the above events of default, Lessor may terminate this Lease upon giving written notice to Lessee and may then re-enter and take possession of the Leased Premises in such manner as allowed or provided by law. Lessee shall pay Lessor all costs and expenses, including attorney's fees, in any successful action brought by Lessor to recover unpaid rent, or to recover damages for breach of any of the other covenants, agreements, terms, or conditions which this Lease requires Lessee to perform, or to recover possession of the Leased Premises.

18. Compliance with Ordinances. Lessee agrees to abide by all City of Excelsior ordinances as amended from time to time pertaining to activities within the City and the Port of Excelsior, as if set forth herein. Any legal fees incurred by Lessor in enforcing its City Code provisions due to the conduct of Lessee, its employees, invitees, or assigns, shall be reimbursed, in full, to Lessor by Lessee upon the written demand of Lessor.
19. Notices. All notices required under this Lease shall be in writing and effective:
 - A. Upon personal delivery;
 - B. Two business days after certified mail via USPS; or
 - C. Upon email from Lessee to Lessor's City Manager.

Notices shall be addressed to Lessee at the address described on the first page of this Lease, and to Lessor at:

City of Excelsior
Attn: City Manager
PO Box 558

20. Severability. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
21. Signs. Any signage on the property or Leased Premises placed by Lessee must be approved in advance by Lessor and may require Lessee to obtain a sign permit. Lessee shall install approved signage at Lessee's expense.
22. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee and may not be amended or altered except in writing and signed by both parties.
23. Governing Law. This Lease shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF the parties have hereunto subscribed their names and caused these presents to be executed this _____ day of _____, 2026.

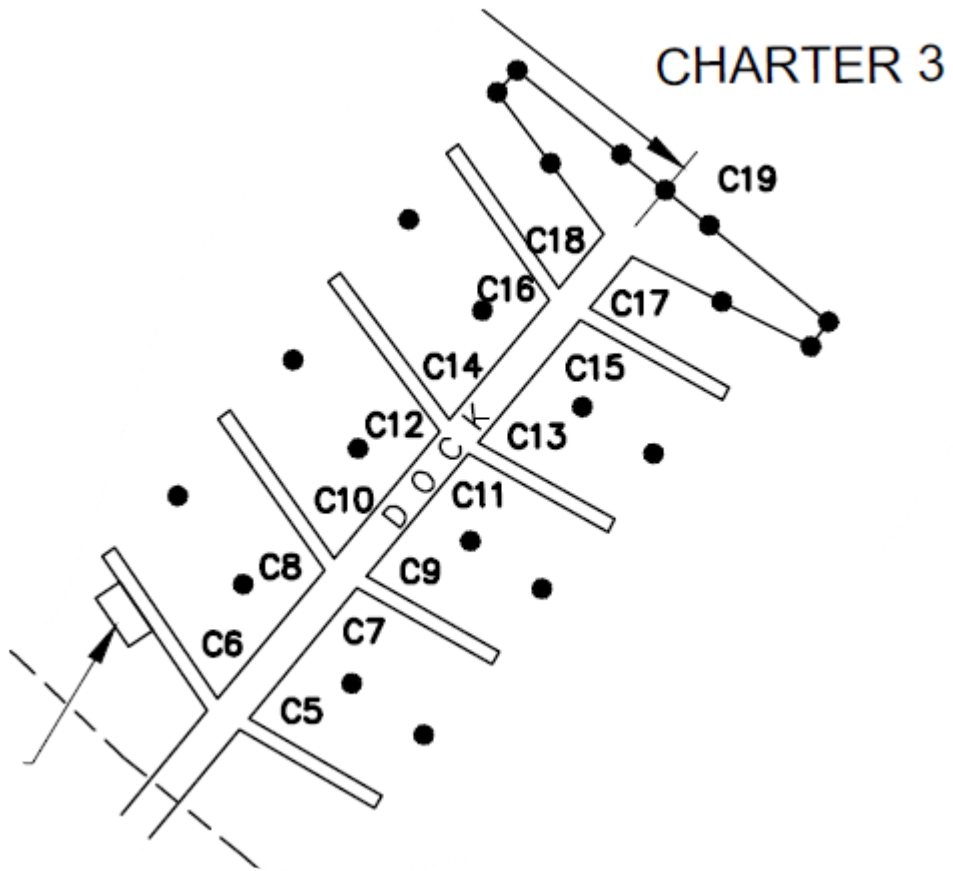
CITY OF EXCELSIOR, Lessor

Gary Ringate, Mayor

Kristi Luger, City Manager

PADDLE TAP, LLC Lessee

Ryan Jaeger, Owner





COMMERCIAL PIER LEASE

THIS AGREEMENT (hereinafter referred to as “Lease” or “Agreement”), made and entered into by and between the City of Excelsior, a Municipal Corporation, organized under the laws of the State of Minnesota, hereinafter referred to as the “Lessor,” and **Tonka Boat Rentals, LLC**, with a principal place of business of 2510 Shadyview Lane North, Plymouth, MN 55447, hereinafter “Lessee”;

WITNESSETH, that in consideration of the rents hereinafter stipulated to be paid and of the mutual covenants and agreements of the parties hereto, it is hereby understood and agreed by and between said parties as follows:

1. Docking Rights. Lessee and its employees shall have the right to dock one 21-foot long boat, and load and unload passengers on Charter Pier 3, Slip 10, 12, 14, and 16 of the City’s northernmost charter pier as depicted on Exhibit A (the “Leased Premises”). The Leased Premises shall be used exclusively by Lessee for the docking of the boat described in this Lease and the loading and unloading of passengers from such boat. Total capacity for the Tonka Boat must not exceed 11 passengers. Lessee agrees not to permit boats other than those set forth herein use of the Leased Premises. No changes in the configuration or construction of the Leased Premises shall be made without the prior approval of Lessor. Lessor shall keep the Leased Premises and the immediate land approaches thereto repaired at all times as it deems necessary, but Lessee shall pay for all damage to the Leased Premises and the pier caused by Lessee beyond normal wear and tear. The boats authorized in this Lease shall not host passengers or crew or otherwise use the Leased Premises for any purpose other than docking during the hours between 5:00 am and 10:30 pm.
2. Boating Season. The Lease shall be effective during the "Boating Season," which shall be from April 1 to October 31 of each calendar year.
3. Term. The Lease Term shall be for five years commencing with the 2026 Boating Season through the 2030 Boating Season.

4. Lessee Lease Payments. Lessee shall pay to Lessor an annual lease payment of:

Season	Per Slip Cost	Total Slip Cost	Rescue Boat Slip Cost	Total Annual Lease Payment
2026	\$6,991	\$27,964	\$324	\$28,288
2027	\$7,200	\$28,800	\$334	\$29,134
2028	\$7,416	\$29,664	\$344	\$30,008
2029	\$7,639	\$30,556	\$355	\$30,911
2030	\$7,868	\$31,472	\$365	\$31,837

The total annual lease payment shall be payable in three equal payments each year due on or before June 15, July 15, and August 15 (“Rent”).

5. Personal Property Tax. Lessee shall be responsible for the payment of any personal property tax levied against it for the use of the Leased Premises.
6. Surface Water Quality Management Fee. In addition to the above lease payments, the City of Excelsior has established a Surface Water Quality Management Utility to help operate and maintain its storm sewer and surface water quality management system. Surface Water Quality Management Utility rates for use of the Port of Excelsior by excursion boats that lease dock space or secure an Excursion Boat Permit have been established based on the seating capacity of each boat. Each year, each Lessee shall pay a Surface Water Quality Management Utility fee equal to the per seat rate established annually by resolution adopted by Lessor’s City Council multiplied by the seating capacity of Lessee’s boats. Lessee’s payment for the Surface Water Quality Management Utility fee shall be made with Lessee’s first installment of the total annual lease payment. The seating capacity of Lessee’s boats shall be established by the seating capacity identified in the annual Charter Boat Inspection Report from the Hennepin County Sheriff’s Water Patrol on an annual basis.
7. Municipal Parking Surcharge Fee. In addition to the total annual lease payment and the Surface Water Quality Management Utility fee, Lessee shall pay an annual Parking Surcharge Fee for the use of the Lessor’s parking to meet the off-street parking requirement for its boating operation. This Parking Surcharge Fee shall be Lessor’s Parking Surcharge Rate established annually by resolution of Lessor’s City Council multiplied by the seating capacity of Lessee’s boats and divided by four. The seating capacity of Lessee’s boat shall be established by the seating capacity identified in the annual Charter Boat Inspection Report from the Hennepin County Sheriff’s Water Patrol on an annual basis. Lessee shall pay the Parking Surcharge Fee to Lessor in three equal installments on or before June 15, July 15, and August 15 of each year.
8. Additional Services Provided by Lessor. In addition to providing Lessee the right and privilege to use the Leased Premises, Lessor shall provide, at no additional cost to Lessee, port area lighting, and trash and refuse removal from the Leased Premises. The costs of any other services needed for the Leased Premises shall be paid by Lessee.
9. Access Road. The use of the Lessor’s lakeshore access road (“Access Road”) by Lessee’s service and delivery vehicles shall be limited to that which is necessary and reasonable but any such use is not to exceed 15 minutes. The Access Road shall not be used by Lessee for the drop-off or pick-up of passengers. The City Manager or their agent will settle all disputes which may arise as to Lessee’s usage of the Access Road. Lessee agrees to be bound by the determination of the City Manager or their agent.

During the term of this Lease, Lessor shall have the right to pave the Access Road. In the event

Lessor chooses to pave the Access Road during the term of this Lease, Lessor agrees to pay 50% of the cost. Lessee agrees to pay 6% of the cost.

10. Assignment. Lessee shall not have the right to assign this Lease without the written approval of the Excelsior City Council, provided, however, that the approval of such assignment shall not be unreasonably withheld and provided that any assignee shall use the Leased Premises only for the operation of the Tonka Boat Rentals as described in Paragraph 1.a., unless other boats have received prior approval by the Excelsior City Council.
11. Lessee's Duties. Throughout the term of this Lease, Lessee shall be responsible for the following duties:
 - A. Maintain and conduct its business insofar as the same relates to the occupancy of the Leased Premises in such a manner and under such regulations as to be in strict compliance with any and all applicable governmental laws, rules, regulations, and orders.
 - B. Keep the Leased Premises clean and in a sanitary condition required by laws and regulations of any governmental or quasi-governmental unit having jurisdiction.
 - C. Comply with the applicable provisions of the Americans with Disabilities Act.
 - D. Shall not use or permit the Leased Premises to be used for any purpose other than that set forth in Section 1 above.
 - E. Cooperate with Lessor during maintenance activities related to the Leased Premises.
12. Insurance. Lessee shall maintain at its own expense commercial general liability insurance on the Leased Premises, and watercraft insurance for each of the boats moored there, naming the Lessor as an additional insured with respect to the commercial general liability insurance. Said commercial general liability insurance shall have coverage of a minimum \$2,000,000 for each occurrence. Lessee shall file with Lessor at the time of execution of this Lease, a certificate showing the insurance required by this paragraph to be in full force and effect. Such policies shall be in effect during the Boating Season as defined in Paragraph 2 of this Lease. Lessor shall maintain property damage insurance for the Leased Premises and liability insurance for Lessor's operations and use of the Leased Premises and the Port of Excelsior.
13. Indemnity. Lessee assumes all liability and obligation of damages, harm, or injury arising out of the performance of its obligations under this Lease. Lessee shall indemnify, defend, and hold Lessor harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including reasonable attorneys' fees, which the Lessor, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Lessee, its officials, agents, or employees in the execution, performance, or failure to adequately perform the Lessee's obligations pursuant to this Lease. Nothing in this Lease shall constitute a waiver by Lessor of any statutory or common-law immunities, limits, or exceptions to liability.
14. Construction Disclaimer and Limitation of Liability. Lessee acknowledges and agrees that the Port of Excelsior, or portions thereof, may be under construction, renovation, or repair during the term of this Lease. Lessor shall make reasonable efforts to minimize disruption of Lessee's use of the Leased Premises; however, Lessee understands and acknowledges that such activities may result in noise, restricted access, or other temporary inconveniences.

Lessee further agrees that Lessor shall not be liable for any loss of revenue, business interruption, or other consequential damages arising directly or indirectly from such construction or related activities. Lessee waives any and all claims against Lessor for such losses, including but not limited to claims based on reduced customer traffic, visibility, or accessibility. Notwithstanding any present or future law to the contrary, this Lease shall not terminate except as otherwise expressly provided in this Lease, nor shall Tenant be entitled to any abatement, reduction, diminution, set-off, counterclaim,

defense or deduction with respect to any sums payable under this Lease, nor shall the obligations of Lessee under this Lease be modified, waived, or otherwise affected, by reason any construction, renovations, or repairs by Lessor.

15. Waiver of Liability. Lessor shall not be liable for any damage, harm, or injury to persons or property on the Leased Premises or the Tonka Boat, including by reason of: the approaches thereto becoming out of repair or defective; the use or misuse of any instrumentality or agency in or connected with the Leased Premises or the Tonka Boat; any action, accident or neglect of Lessee, its invitees, other persons or entities, or by the action of wind or water; or any nuisance made or suffered on the Leased Premises, the Port of Excelsior or the Tonka Boat.
16. Lessee's Control of Invitees, Passengers. Lessee agrees to accept responsibility for the conduct of its passengers not only while in the boat, but also while entering and leaving the boat, while waiting for the boat cruises, and while waiting for land transportation following the cruises, and on the Leased Premises. Noise shall be controlled, and the prohibition of consumption of alcoholic beverages while on the Leased Premises and within the Port of Excelsior property shall be enforced to the extent required by state and local ordinances, even if they require the hiring, by Lessee, of private security personnel.
17. Default. The following occurrences are "events of default":
 - A. Lessee defaults in the payment of Rent when due, and such default continues for five (5) days after written notice from Lessor. Lessee will not be entitled to more than one notice of default in payment of rent during any twelve-month period, and if, within twelve months after any such notice any rent is not paid when due, an event of default shall have occurred without Lessor providing further notice to Lessee.
 - B. Lessee breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Lessee to perform, and such breach continues for a period of thirty (30) days after notice by Lessor to Lessee.

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19. Notices. All notices required under this Lease shall be in writing and effective:
 - A. Upon personal delivery;
 - B. Two business days after certified mail via USPS; or
 - C. Upon email from Lessee to Lessor's City Manager.

Notices shall be addressed to Lessee at the address described on the first page of this Lease, and to Lessor at:

City of Excelsior
Attn: City Manager
PO Box 558

20. Severability. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
21. Signs. Any signage on the property or Leased Premises placed by Lessee must be approved in advance by Lessor and may require Lessee to obtain a sign permit. Lessee shall install approved signage at Lessee's expense.
22. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee and may not be amended or altered except in writing and signed by both parties.
23. Governing Law. This Lease shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF the parties have hereunto subscribed their names and caused these presents to be executed this _____ day of _____, 2026.

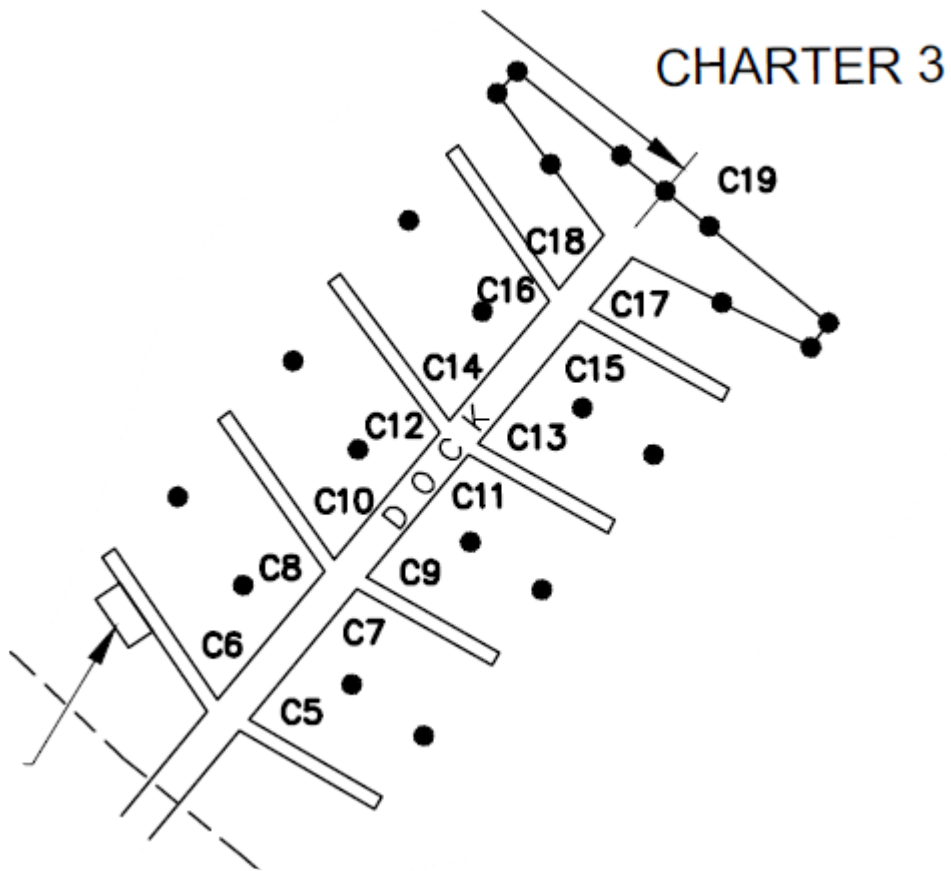
CITY OF EXCELSIOR, Lessor

Gary Ringate, Mayor

Kristi Luger, City Manager

TONKA BOAT RENTALS, LLC, Lessee

Eric Hartman, Owner





Item: 8.d.

ITEM REPORT

To: City Council

From: Jenny Palmer, Finance Director

Meeting Date: April 6, 2026

Department/Office: Finance

Item Name: 2026 Budget

Summary:

Enclosed find the final 2026 budget document for approval including the General Fund, Enterprise Funds, Special Revenue Funds, Capital Funds, Debt Service and TIF funds.

Recommended Action:

Approve the 2026 budget as presented.

Budget:

Attachments:

1. 2026 Budget Presentation

2026 Budget



CITY OF EXCELSIOR

2026 Budget



— THE CITY OF —
EXCELSIOR
MINNESOTA

Elected and Appointed Officials

Gary Ringate	Mayor
Tim Bildsoe	Council Member
Jennifer Caron	Council Member
Chrystal O’Hanlon	Council Member
Anne Vogel	Council Member
Kristi Luger	City Manager
Jenny Palmer	Finance Director

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April 6, 2026

To the Honorable Mayor, Members of the City Council, and the Citizens of Excelsior:

We are pleased to present the 2026 budget for the City of Excelsior. The 2026 budget for each City fund was thoughtfully prepared to continue providing the standard of service Excelsior residents expect, while doing so in a fiscally responsible manner.

The preliminary 2026 tax levy was set at \$2,991,580, which was \$311,422 or 11.62%, more than the 2025 levy. Since then, the levy was reduced to \$2,907,972, which is an increase of \$227,814 or 8.50%, over the prior year.

The General Fund's budget for revenues and expenditures has increased by 4.09%, or \$136,938. Some of the larger budget increases are:

- Increases in police and fire contracts
- Increases in staff costs for wages and benefits
- Increases for new Minnesota Paid Leave program
- Increases in building inspections
- Election expenses

The City's property tax levy generates 58% of General Fund revenues, illustrating the City's successful efforts to diversify revenue sources to minimize the tax impacts to our residents and commercial property owners.

Staff and the City Council are currently working through a rate study with BakerTilly. The City Council realizes that increasing utility rates is a sensitive issue for residents and will take that into consideration when making rate adjustments. The planned increases will include costs necessary for the City to meet both the operating needs and capital expenses to maintain and improve the City's utility infrastructure.

The City continues to see growth and improvement in the local economy. Property values have been rising in Excelsior, with a 5.1% increase in 2025. Excelsior is also in the bottom one-third of tax rates for cities in

Hennepin County. Nevertheless, the City continues to face challenges in maintaining current service levels while continuing moderate property tax increases. The City is committed to continuing its capital improvement program to improve its infrastructure. Additionally, the City Council and staff will continue to explore additional revenue options to help keep the City's levy at a reasonable level going forward. The Excelsior City Council is mindful of costs and works hard to provide services at the best value for its residents.

As always, if you have any questions or comments regarding the budget and tax levy, feel free to contact Jenny Palmer, Finance Director at 952-653-3677 and jpalm@excelsiormn.org or Kristi Luger, City Manager, at 952-653-3672 and kluger@excelsiormn.org.

Respectfully submitted,



Kristi Luger
City Manager



Jenny Palmer
Finance Director

General Information

Fund Types

The City maintains the following fund types:

General Fund – the primary operating fund of the City which is used to account for all financial resources except those required to be accounted for in another fund.

Special Revenue Funds – used to account for specific revenues that may only be used for certain specified purposes.

Debt Service Funds – established to account for activity related to general long-term debt principal and interest.

Capital Project Funds – used to account for resources to be used for the acquisition or construction of major capital projects.

Enterprise Funds – established to account for the activities of a government which provide goods or services primarily to the public at large on a consumer charge basis. Most business-type activities of a government are accounted for and reported in this type of fund.

Fund Balance

The City's current fund balance policy was established in 2006, updated in 2019, and includes the following provision:

- The minimum unassigned General Fund balance percentage should be 40% of the subsequent year's budgeted expenditures and transfers out.

Forty percent of 2026 budgeted expenditures and transfers out is approximately \$1,393,200.

The Office of the State Auditor recommends that, at year-end, local governments maintain an unassigned fund balance in their general fund and special revenue funds of approximately 35 to 50 percent of fund operating revenues or no less than five months of operating expenditures.¹ The City's independent auditors recommend that the City have approximately 50 percent of the following year's expenditures on hand at

¹ Otto, Rebecca. State of Minnesota. Office of the State Auditor. *Fund Balances for Local Governments (GASB 54 Version)*. 2010. Print.

the end of the year. The City will continue to monitor fund balances to ensure compliance with the State Auditor's recommendations as well as City policy.

Property Tax Information

Taxing Districts

The following taxing districts noted in the table below collect a portion of property tax dollars.

Services by Taxing Districts				
City of Excelsior (22%)	Hennepin County (33%)	Indepedent School District #276 (39%)	Metropolitan Special Taxing Districts (Met Council) (2%)	Other Special Taxing Districts (4%)
Police and Fire	Social Services	K-12 Education	Transportation	Regional Parks
Roads and Streets	Public Health	Community Education	Regional Sewer Systems	Regional Railroads
Parks and Recreation	Road and Highways		Mosquito Control (public health)	Museums
Building Safety	Libraries			Watershed Management
Historical Preservation	Sheriff / Corrections			Public Housing
	Environmental Services			

*Metropolitan Special Taxing Districts include the Metropolitan Council, Metropolitan Mosquito Control and Metropolitan Council Transit.

**Other Special Taxing Districts include the Minnehaha Creek Watershed District, Hennepin County Regional Railroad Authority, Three Rivers Park District and the Hennepin County Housing and Redevelopment Authority.

Below is a sample property tax notice and on the next page is a legend that identifies key areas of the notice. The City's portion of a property owner's taxes is identified by the arrows below.

Detailed property tax information can also be found on Hennepin County's website at: [Taxing district information | Hennepin County](http://www.hennepin.us/taxing-district-information).

Hennepin County
A-600 Government Center
300 S. Sixth Street
Minneapolis, MN 55407-0060
612-348-3011 www.hennepin.us

Proposed levies & taxes 2020
2019 values for taxes payable in 2020

71 JOHN J DOE
123 MAIN ST NW
ANYOWN MN 12345-6789

THIS IS NOT A BILL — DO NOT PAY

[\(Click Here for Taxing Authority Web Sites\)](#)

Property ID NO: 26-129-2441-001
123 Main ST NW

Property taxes statement schedule

Step 1 Value & classification

TAX YEAR	2016	2017
Estimated Market Value:	\$176,000	\$206,000
Homestead Exclusion:	\$21,400	\$18,700
Other Exclusion/Deferral:	\$0	\$0
Taxable Mkt Value:	\$154,600	\$187,300

Step 2 Proposed levies & taxes

2015 TAX	2016 PROPOSED
\$2,478.38	\$2,890.13
Percent change	16.64

Now is the time to provide feedback on proposed levies.
It is too late to appeal your value or classification without going to Tax Court.

Step 3 Property tax statement
Coming March 2020, due May 15, 2020 and Oct 15, 2020

[Budget Meeting Dates](#)
[Times and location](#)

Addresses for correspondence	Actual 2019	Proposed 2020	Meeting date & location
Hennepin County A2400 Government Center Minneapolis MN 55407 612-348-3011	\$799.83	\$907.71	Dec 2, 2015 6:00 PM Commissioner Board Room A2400 Government Center Minneapolis MN 55407
City of GREENFIELD Greenfield City Hall 7738 Commerce Circle Greenfield MN 55357	\$585.34	\$692.39	Dec 2, 2015 7:00 PM Greenfield City Hall 6390 Town Hall Drive Greenfield MN 55357
STATE GENERAL TAX			
School District 883 Voter Approved Levy:			
Other Local Levies	\$583.90	\$667.08	
School District Total	\$399.82	\$502.18	Dec 15, 2015 6:30 PM Heritage Room - room 502 Rockford High School 7600 County Road 50 ROCKFORD MN 55373
Rockford - ISD 883	\$983.72	\$1,169.26	
6051 Ash Street Rockford MN 554373 763-477-9165			
Metro Special Taxing Dist. Metropolitan Council 390 Robert Street North St Paul MN 55101-1805 651-602-1647	\$25.23	\$27.75	Dec 10, 2015 6:00 PM Metropolitan Council 390 Robert Street North St Paul MN 55101-1805
Other Spec. Taxing Dist.: Fiscal Disparity Tax:	\$84.26	\$93.02	No meeting required
Tax Increment Tax:			No meeting required
TAX EXCLUDING SPECIAL ASSESSMENTS	\$2,478.38	\$2,890.13	

Learn about property taxes: www.hennepin.us/propertytaxes

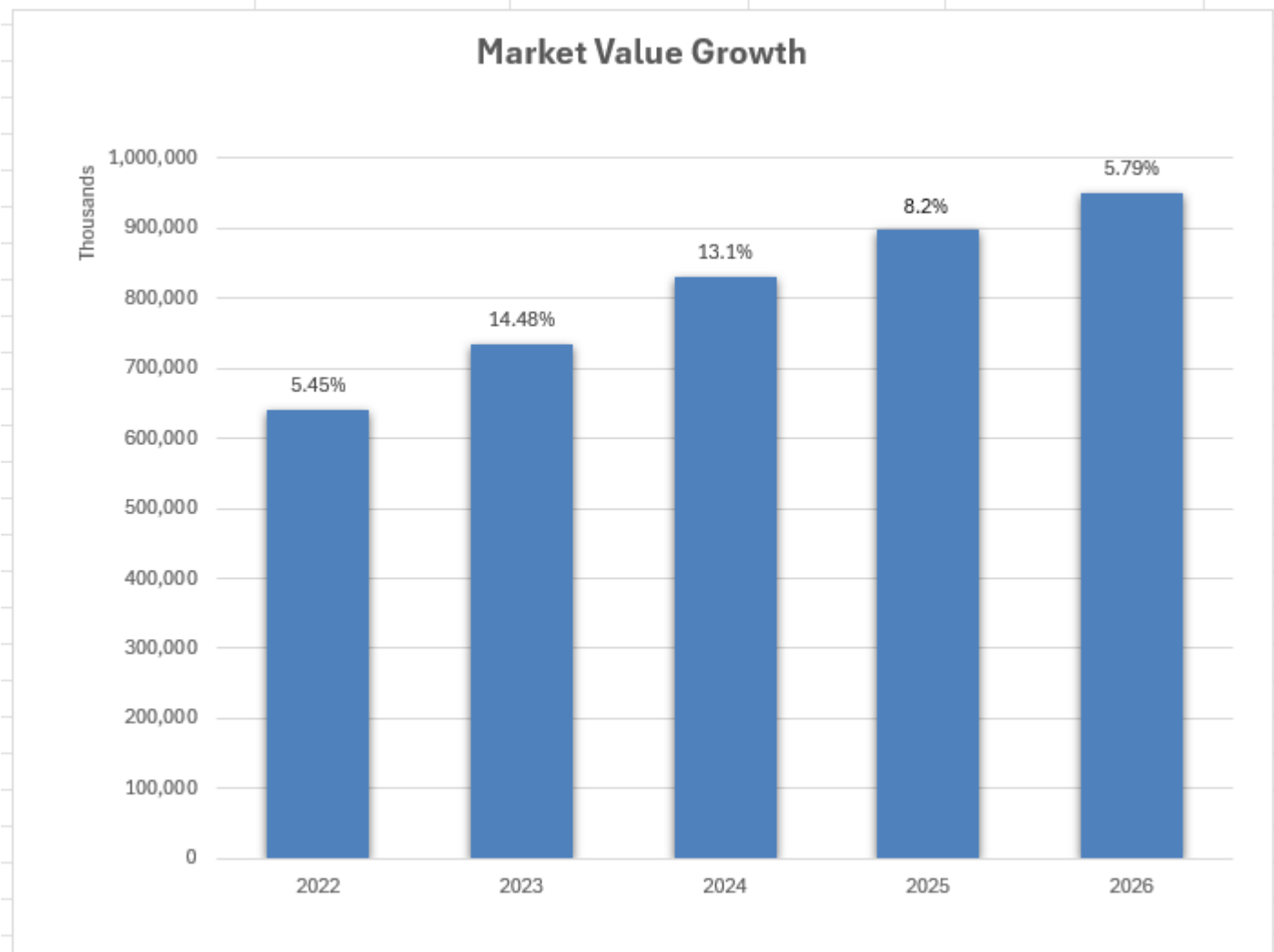
THIS IS NOT A BILL — DO NOT PAY

Sample Property Tax Notice Key

1. The taxpayer's name and mailing address.
2. The property's identification number.
3. The address of the property.
4. These are property classifications and the market values used to determine the property taxes on the property, as each appears in the records of the county at the time of printing. The taxable market value is the estimated market value, as determined by the assessor, less any exclusions or deferrals that apply to the property.
5. The percentage change between the taxes payable in the current year and the proposed taxes payable in the following year.
6. The address and telephone number for each taxing authority that taxpayers may call if they have questions related to the notice and an address where comments will be received by mail.
7. The actual tax for taxes payable in the current year in total and for each taxing authority.
8. The amount of property taxes each taxing authority proposes to collect for taxes payable the following year, in total and by taxing authority.
9. If the school district held a referendum at the November general election, and it was approved by the voters, the tax amount may be higher than shown on the notice.
10. The time and place of the regularly scheduled meeting, of each taxing authority, in which the budget and levy will be discussed, and the public is invited to speak at the meeting.

City’s Taxable Market Value

The City’s taxable market value continues to increase. Actual 2026 taxable market value has increased for the 10th consecutive year, showing approximately 5.79% growth between 2024 to 2025.



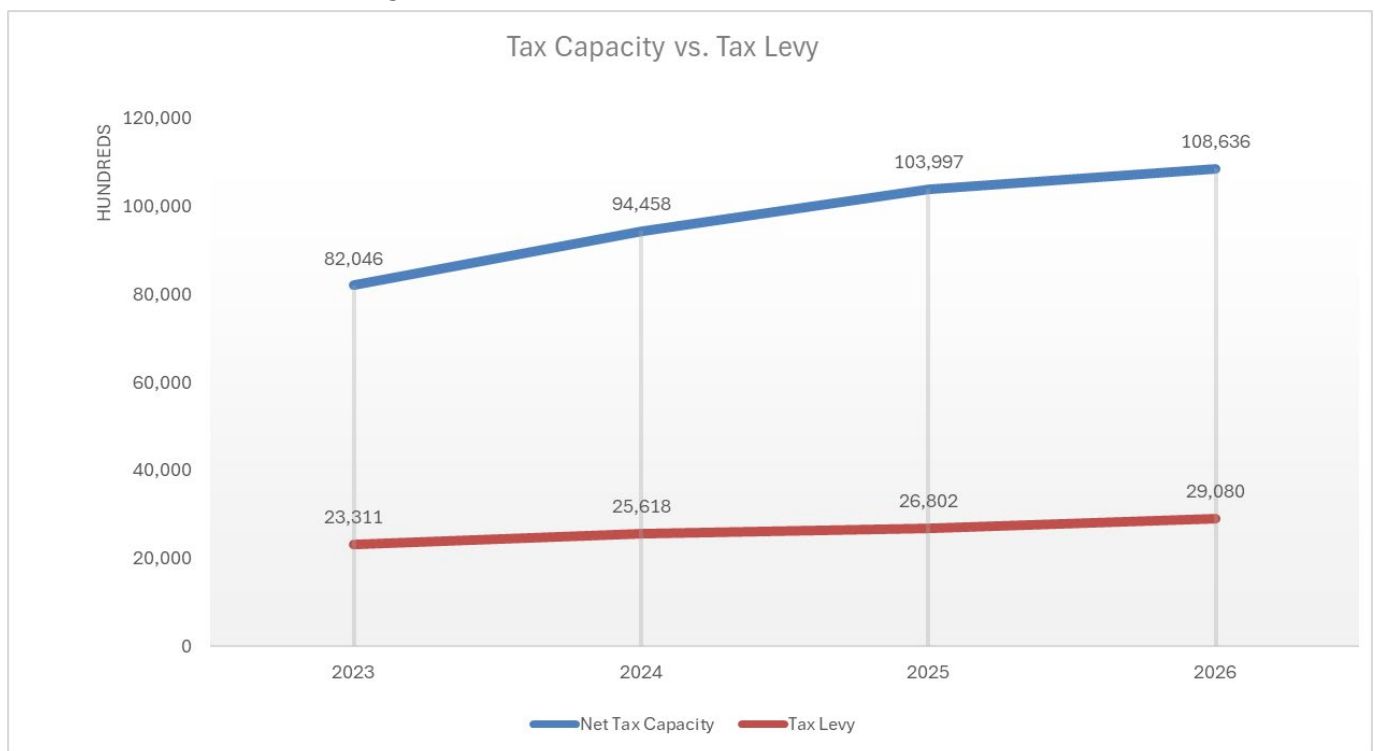
Note: 2025 Taxable Market Value is projected based on Hennepin County’s Taxable Market Values report dated 11/14/2024.

City's Tax Capacity

The City's tax capacity, under current legislation, is used as the denominator to determine the property tax rate of a jurisdiction. All properties are divided into several classes: residential, commercial/industrial, farm, apartments, and personal property. An individual parcel's property tax capacity value is determined by applying various rules governing the class which that property is classified into the taxable market value of that property. The sum of all individual parcels tax capacities provides the overall City's tax capacity, which is then reduced by the City's contribution of tax capacity to the Fiscal Disparities Program and the tax capacity of the property values within active Tax Increment Financing (TIF) districts that are located within the City.

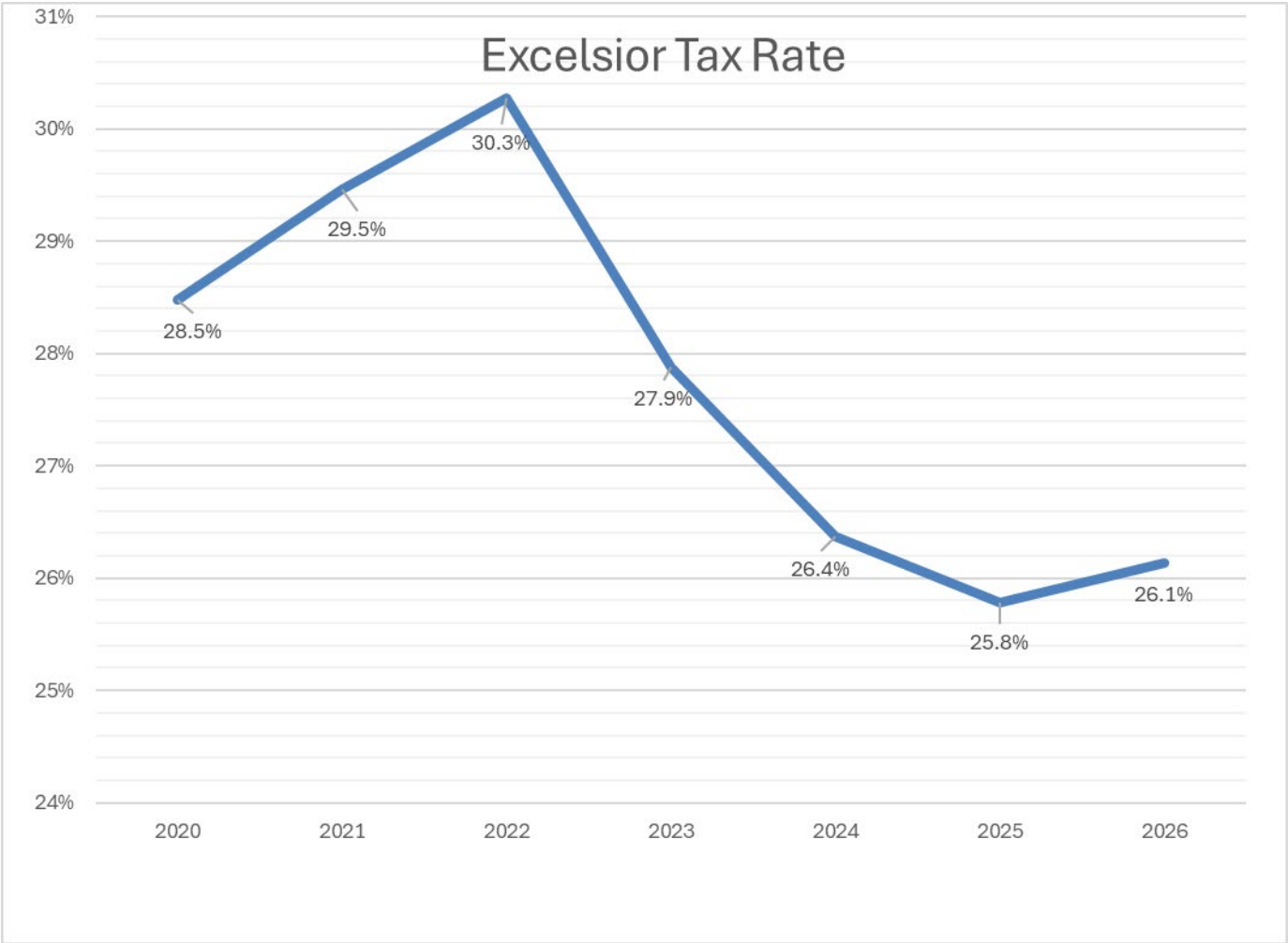
The City's proposed overall tax capacity used for calculating the property tax rate has increased approximately 4.5% over 2025 to \$10,863,590.

The graph below shows the increases in both the tax capacity (blue) and City levy (red) over the prior four years, and further illustrates the relationship between the growth rates in the City's tax capacity and City's levy. During the period from 2023 through 2026 the City's taxable tax capacity increased \$2,658,963, or 32% while the City's levy only grew \$576,897, or 25%.



City Tax Rate

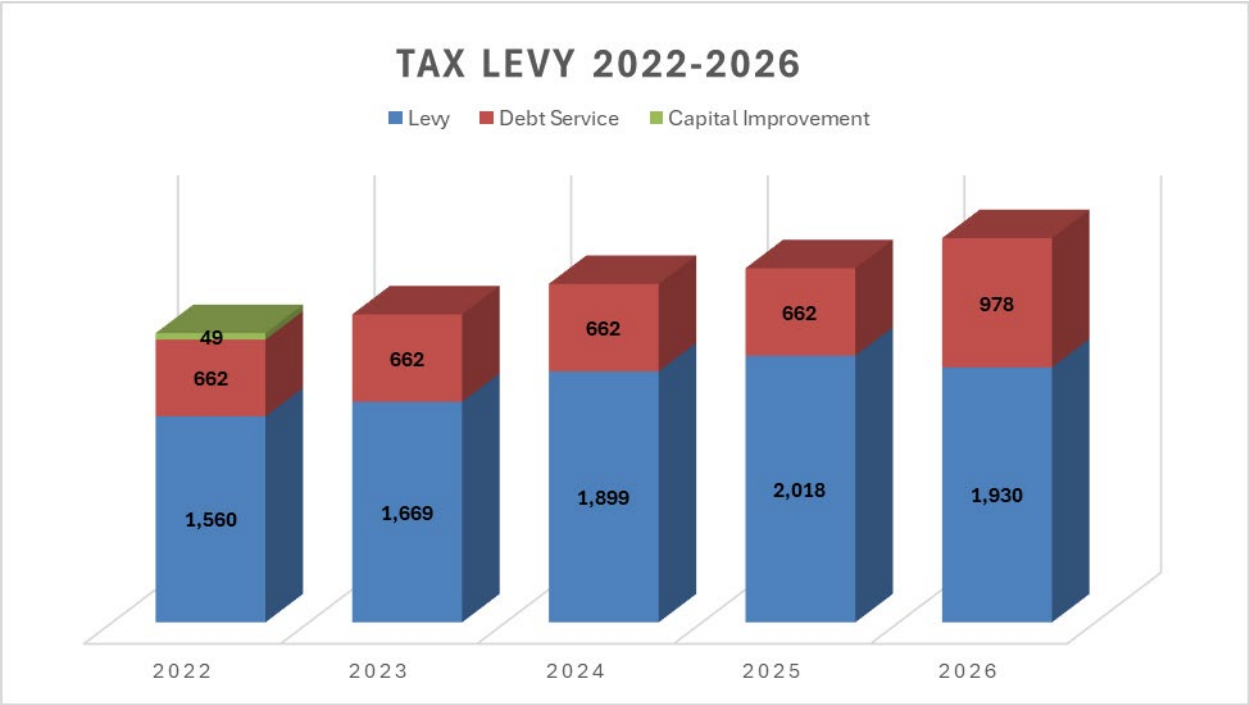
The City’s six-year tax rate history is presented below. The City’s tax rate has fluctuated from a high of 30.27% in 2022 to a new low of 25.78% in 2025. The tax rate will increase from 25.78% in 2025 to 26.14% in 2026.



General Fund Levy

The City of Excelsior relies on property tax revenue to support the City’s general operations such as public safety, streets, parks, and other core general government services, as well as to service long-term debt issued to improve the City’s aging streets infrastructure. In 2026, the City requires a general revenue levy of \$1,929,551 to support the governmental activities described above and to ensure sufficient capital asset improvement and replacement reserves. The City also requires a debt levy of \$978,421 to service the five outstanding bonds that were issued for infrastructure improvement projects.

The City’s increase in the 2026 levy is 8.5% percent, or \$227,814 more than the 2025 levy.



Capital Improvement Levy

There is no Capital Improvement Levy for 2026.

Debt Service Levy

The City has debt service levies related to the General Obligation bonds issued for the 2010-2011 Street Reconstruction, the 2017 Street and Utility Improvement Project, the 2019 Street and Utility Improvement Project, the 2020 Street and Utility Improvement Project and the 2021 Street and Utility Improvement Project.

In 2019, the City received a ratings upgrade from Standard and Poor's (S&P) to AAA and has maintained that bond rating to 2025. The City's bond rating reflects Excelsior's strong economy, management, budgetary performance and flexibility, and liquidity. Excelsior shares this highest debt rating with less than thirty other Minnesota cities, and allows the City to obtain lower interest rates, resulting in less cost to the taxpayers. The City's debt levy remained stable in 2025 at \$662,385. For 2026 The City is including \$316,036 for pending new debt projects related to purchasing a City Hall building, construction projects for 3rd and Center Streets and other small projects for street maintenance.

Components of Property Tax Levy

2026 Tax Levy Components	2025 Adopted	2026 Preliminary	2026 Final	\$ change from 2025	% change from 2025
General Fund	\$ 2,017,773	\$ 2,035,152	\$ 1,929,551	\$ (88,222)	
Capital Improvement	\$ -		\$ -	\$ -	
Total General Revenue	\$ 2,017,773	\$ 2,035,152	\$ 1,929,551	\$ (88,222)	
Debt Service					
2010A	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	
2017A	\$ 80,188	\$ 80,188	\$ 80,188	\$ -	
2019A	\$ 152,486	\$ 152,486	\$ 152,486	\$ -	
2020A	\$ 96,635	\$ 96,635	\$ 96,635	\$ -	
2021A	\$ 233,076	\$ 233,076	\$ 233,076	\$ -	
2025A		\$ 194,043	\$ 216,036	\$ 216,036	
2026A		\$ 100,000	\$ 100,000	\$ 100,000	
Total Debt Service	\$ 662,385	\$ 956,428	\$ 978,421	\$ 316,036	
Total Levy	\$ 2,680,158	\$ 2,991,580	\$ 2,907,972	\$ 227,814	8.50%

Fiscal Disparities

The fiscal disparities program is a tax base sharing program where the taxing jurisdictions in the seven-county metro area contribute into an area-wide shared pool. Since 1971, forty percent of the growth in commercial and industrial property tax base has been contributed to this pool. The pool is redistributed to each taxing jurisdiction based on population and the value of the jurisdiction's property, relative to the value of the entire pool.

The City is a net contributor to the Fiscal Disparities program. In 2025, the City is projected to contribute \$1,080,086 worth of commercial/industrial tax capacity to the metro-area pool and receive \$53,494.

Local Government Aid

The City is not budgeting or assuming any Local Government Aid (LGA) will be disbursed to the City now or in the future. Previously, the City received substantial LGA in relation to the City's budget, but that ended in 2009. The City continues to explore additional revenue options and expense reductions to help offset levy increases and to fund capital improvements, since the City is no longer a recipient of LGA.

Summary of Significant Changes to the General Fund Budget

Revenues

Total General Fund revenues for 2026 are projected to be \$3,486,562. This is a decrease of 0.09%, or (\$3,162) less than the 2025 budgeted revenues. The decrease reflects the removal of \$140,000 in debt levy that was budgeted last year and included in the General Fund in anticipation of new debt coming in 2026. That additional revenue has now been moved to the debt levy.

Property Taxes and Fiscal Disparities - the 2026 budget decrease for this item is \$79,742.

Franchise Fees - the 2026 budget includes gas franchise fee revenues. These fees are collected by the utility companies and paid to the City. These fees will continue to be \$2.50 per account per month.

Licenses and Permits – this revenue category includes items such as alcoholic beverage licenses, special event permits, building permits and multiple dwelling licenses. The 2026 revenue is projected to increase approximately \$26,030, or 5.92% over 2025. Most of the revenue increase is due to increase revenues for building permits, mechanical permits and plan check fees.

Parking Revenues –the 2026 parking revenues have been moved to the Parking Fund and are now reflected in the Transfers from Other Funds as a \$350,000 transfer in.

Fines and Forfeits – the fines and forfeiture revenue classification include revenue from municipal court fines, parking meter fines, animal control fines and a portion of the DWI forfeiture proceeds received by the South Lake Minnetonka Police Department. This amount has been reduced due to most of the revenue allocation going to the Parking Fund.

Rents – this category consists of water tower antenna rental and kayak rental revenue sharing from Wai Nani, Tommy's Tonka Trolley, garden and cemetery plots. This reduced by \$2,500 due to reduced garden plot rent and kayak rental.

Interest Earnings – due to higher interest rates and investing checking account funds in a money market account to capitalize on higher interest rates, revenues from interest are budgeted \$41,500 higher than 2025.

Other Revenue - this revenue category includes various items such as refunds and reimbursements, intergovernmental revenues, Small Cities Assistance and cemetery plots. This category has been increased by \$22,300 mainly due to resuming selling cemetery plots in 2026.

Transfers from Other Funds – the transfers from other funds budget will increase by \$20,000. The transfer from the Dock Fund will increase from \$225,000 to \$245,000 and there is an anticipated \$30,000 transfer from the Park Capital Fund for summer concert revenues. Also, parking revenues will be reflected here as a \$350,000 transfer from the Parking Fund.

Expenditures

Total General Fund expenditures for 2026 are projected to be \$3,483,000 which is a 0.09% decrease over 2025 or (\$3,162).

Citywide Salary/Benefit/Payroll Related Expenses - the 2026 budget includes increases for wages, health insurance and health savings contributions. Health insurance premiums increased significantly by 12% overall. Total General Fund payroll and benefit increases account for \$160,732.

General Government – general government makes up approximately 28% of the General Fund budget. Departments included in general government are: City Council, City Manager/Clerk, Elections, Finance, Planning and Zoning, City Administration (City Hall building maintenance and general City contracts) and Heritage Preservation. Significant changes to the General Government function include increases for wages and benefits. Professional services in City Administration increased for new legal and prosecution contracts. Also, a consultant for Heritage Preservation is included in the General Fund. That expense was previously paid out of the Dock Fund.

Public Safety – the public safety category of expense includes contracted police, fire and building inspection services. For 2025, Public Safety expense items make up approximately 41% of the General Fund budget.

The South Lake Minnetonka Police Department (SLMPD) has set the 2026 budget at a \$86,688 increase over 2025 or 9%.

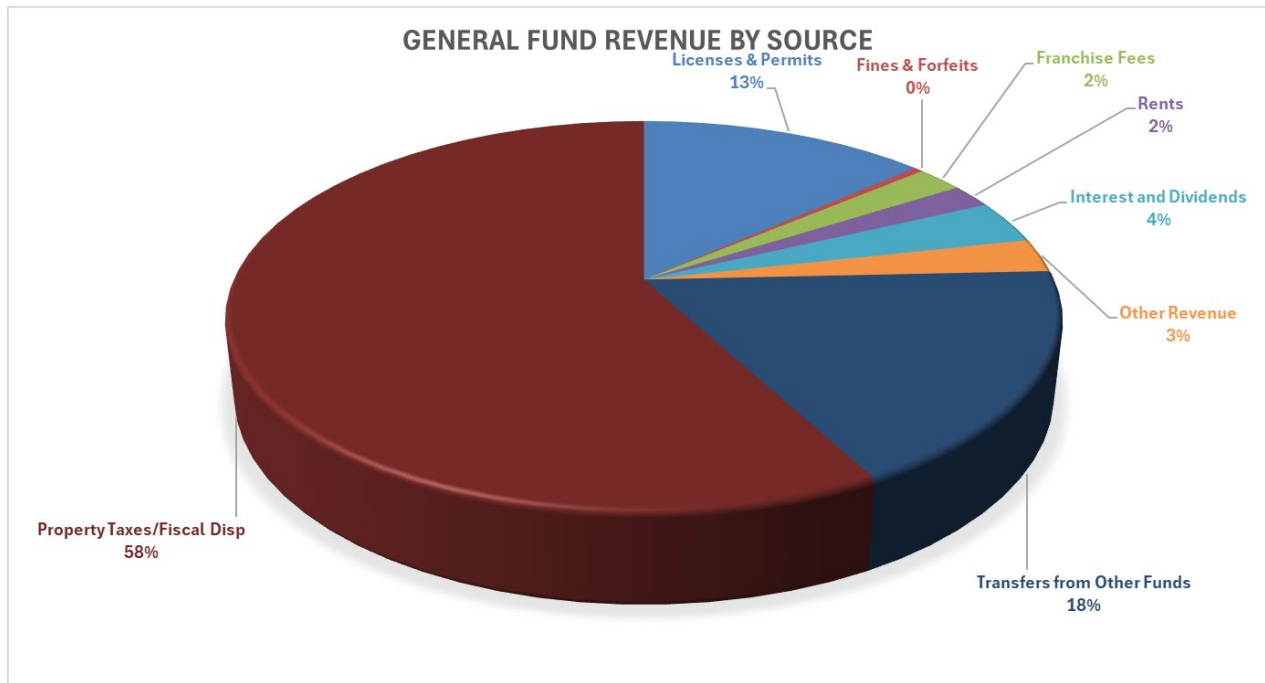
The 2025 Excelsior Fire District (EFD) budget includes an increase of \$67,431 over 2025 or 23%.

Building Inspection — budgeted expense for Building Inspection was increased to \$75,000 due to more building permits being finalized in 2025-2026.

Engineering – the engineering budget was increased \$2,250 over 2025 due to additional engineering services projected in 2026.

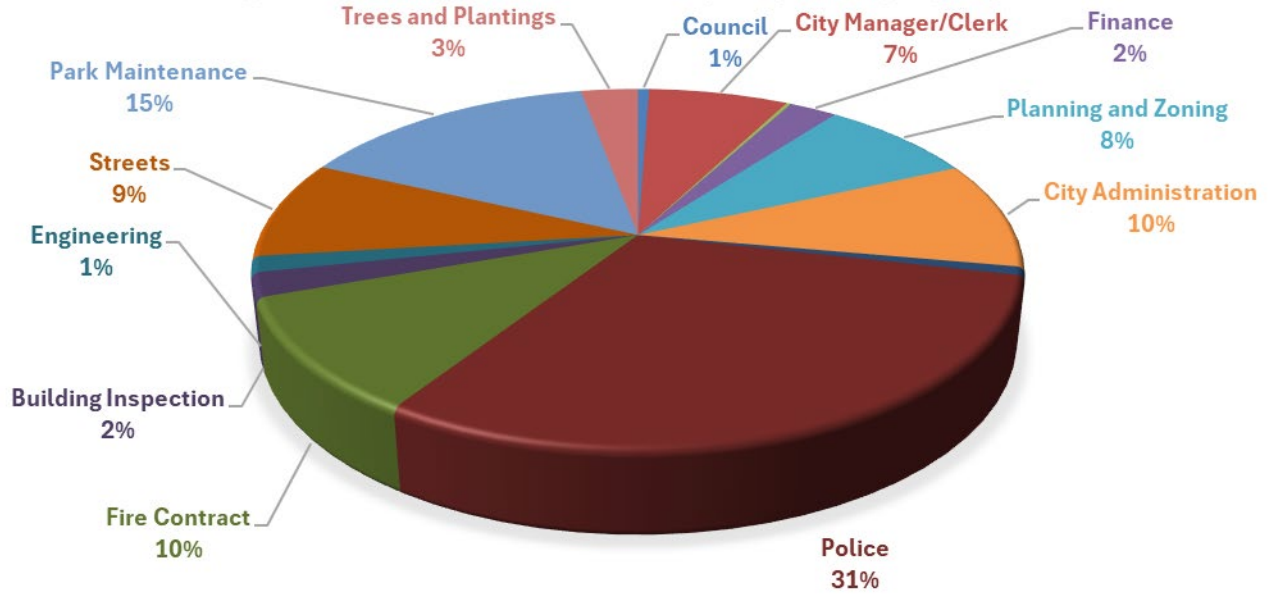
Public Works – the public works expense category accounts for 12% of the General Fund budget and includes costs related to the maintenance of the City's streets as well as general engineering fees. The Streets budget increased mainly due to wages and benefits.

Culture and Recreation – park maintenance, recreation programs and cemetery expenses are included in this category and account for 19% of the General Fund budget. Culture and Recreation include park maintenance, trees and plantings, cemetery and heritage preservation. This category was reduced by \$28,00 due to a projected surplus for 2025 in trees and plantings.



Revenues	2026 Budget	2025 Budget	\$ Chg vs. 2025	% Chg vs 2025
Licenses & Permits	\$ 465,475	\$ 439,445	\$ 26,030	5.92%
Fines & Forfeits	\$ 15,000	\$ 50,000	\$ (35,000)	-70.00%
Franchise Fees	\$ 75,000	\$ 70,750	\$ 4,250	6.01%
Rents	\$ 68,500	\$ 71,000	\$ (2,500)	-3.52%
Interest and Dividends	\$ 124,500	\$ 83,000	\$ 41,500	50.00%
Other Revenue	\$ 97,000	\$ 74,700	\$ 22,300	29.85%
Transfers from Other Funds	\$ 625,000	\$ 605,000	\$ 20,000	3.31%
Property Taxes/Fiscal Disp	\$ 2,012,525	\$ 2,092,267	\$ (79,742)	-3.81%
Total Revenues	\$ 3,483,000	\$ 3,486,162	\$ (3,162)	-0.09%

GENERAL FUND EXPENDITURES BY FUNCTION



Expenses	2026 Budget	2025 Budget	\$ Chg vs. 2025	% Chg vs 2025
Council	\$ 19,469	\$ 23,861	\$ (4,392)	-18.41%
City Manager/Clerk	\$ 245,652	\$ 269,810	\$ (24,158)	-8.95%
Elections	\$ 7,624	\$ 1,000	\$ 6,624	662.40%
Finance	\$ 84,549	\$ 82,511	\$ 2,038	2.47%
Planning and Zoning	\$ 275,411	\$ 234,543	\$ 40,868	17.42%
City Administration	\$ 336,653	\$ 391,983	\$ (55,330)	-14.12%
Heritage Preservation	\$ 25,500	\$ 26,300	\$ (800)	-3.04%
Police	\$ 1,064,764	\$ 965,576	\$ 99,188	10.27%
Fire Contract	\$ 361,208	\$ 293,777	\$ 67,431	22.95%
Building Inspection	\$ 75,000	\$ 55,000	\$ 20,000	36.36%
Engineering	\$ 50,000	\$ 47,250	\$ 2,750	5.82%
Streets	\$ 308,302	\$ 298,102	\$ 10,200	3.42%
Park Maintenance	\$ 528,368	\$ 468,724	\$ 59,644	12.72%
Trees and Plantings	\$ 100,000	\$ 144,000	\$ (44,000)	-30.56%
Excess Debt Levy	\$ -	\$ 140,000	\$ (140,000)	-100.00%
Total Expenses	\$ 3,483,000	\$ 3,486,162	\$ (3,162)	-0.09%

CITY OF EXCELSIOR
2026 UPDATED BUDGET
General Fund Expenditures by Department

	2026 Preliminary	2025 YTD 10.31.25	2025 Budget	2024 Actual	2023 Actual	Dollar Change	Percent Change
GENERAL FUND							
<u>COUNCIL</u>							
Wages and Benefits	15,469	11,142	17,361	15,260	14,367	(1,892)	-11%
Professional Services	3,800	1,450	3,800	5,857	4,886	-	0%
Community Events and Support	200	2,530	2,700	7,500	7,700	(2,500)	-93%
Total Council	19,469	15,122	23,861	28,617	27,393	(4,392)	-18%
<u>CITY MANAGER/CLERK</u>							
Wages and Benefits	245,652	192,441	269,810	316,197	238,804	(24,158)	-9%
Total City Manager/City Clerk	245,652	192,441	269,810	316,197	262,617	(24,158)	-9%
<u>ELECTIONS</u>							
Election Judge Pay	4,424	-	-	8,413	-	4,424	0%
Operating Supplies	2,600	-	1,000	6,024	954	1,600	160%
Repair and Maintenance	600	-	-	782	-	600	0%
Total Elections	7,624	-	1,000	15,219	954	6,624	662%
<u>FINANCE</u>							
Wages and Benefits	84,549	67,383	82,511	78,461	74,641	2,038	2%
Professional Services	-	-	-	2,592	950	-	0%
Total Finance	84,549	67,383	82,511	81,053	75,591	2,038	2%
<u>PLANNING AND ZONING</u>							
Wages and Benefits	260,411	193,471	229,543	132,317	126,049	30,868	13%
Professional Services	15,000	21,323	5,000	30,095	16,696	10,000	200%
Total Planning and Zoning	275,411	214,795	234,543	162,412	142,745	40,868	17%
<u>CITY ADMINISTRATION</u>							
Operating Supplies	17,800	11,774	17,200	16,194	22,969	600	3%
Professional Services	181,000	157,131	215,500	105,463	170,228	(34,500)	-16%
Utilities	5,500	2,204	3,500	2,693	35,125	2,000	57%
Repair and Maintenance	15,000	12,455	14,000	81,241	14,614	1,000	7%
Other Charges & Supplies	80,353	50,535	57,783	59,332	51,986	22,570	39%
Building Rent	35,000	65,197	80,000	44,640	92,607	(45,000)	-56%
Capital Outlay	2,000	1,172	4,000	6,651	1,458	(2,000)	-50%
Total City Administration	336,653	300,467	391,983	316,215	388,987	(55,330)	-14%
<u>HERITAGE PRESERVATION</u>							
Professional Services	25,500	20,607	26,300	466	5,483	(800)	-3%
Total Heritage Preservation	25,500	20,607	26,300	466	5,483	(800)	-3%
<u>POLICE</u>							
Professional Services	1,049,764	817,250	963,076	713,103	845,823	86,688	9%
Code Enforcement	15,000	34,765	2,500	14,191	-	12,500	500%
Total Police	1,064,764	852,015	965,576	727,294	845,823	99,188	10%
<u>FIRE CONTRACT</u>							
Professional Services	361,208	220,833	293,777	330,818	277,640	67,431	23%
Total Fire Contract	361,208	220,833	293,777	330,818	277,640	67,431	23%

CITY OF EXCELSIOR
2026 UPDATED BUDGET
General Fund Expenditures by Department

	2026 Preliminary	2025 YTD 10.31.25	2025 BUDGET	2024 Actual	2023 Actual	Dollar Change	Percent Change
<u>BUILDING INSPECTION</u>							
Professional Services	75,000	118,041	55,000	72,311	83,869	20,000	36%
<u>ENGINEERING</u>							
Professional Services	50,000	64,458	47,250	62,362	46,924	2,250	6%
<u>STREETS</u>							
Wages and Benefits	200,052	148,252	187,352	121,638	152,549	12,700	7%
Operating Supplies	33,700	26,189	33,700	23,031	75,073	-	0%
Professional Services	2,050	1,569	2,050	4,621	7,273	-	0%
Utilities	15,500	14,044	17,000	10,918	15,355	(1,500)	-9%
Repair and Maintenance	51,000	24,572	51,000	29,444	71,677	-	0%
Other Charges & Supplies	6,000	5,401	7,000	6,263	(1,000)	-	-14%
Total Streets	308,302	220,027	298,102	224,422	356,123	10,200	3%
<u>PARK MAINTENANCE</u>							
Wages and Benefits	403,928	326,899	359,621	298,637	284,251	44,307	12%
Operating Supplies	31,540	29,306	29,900	37,777	25,695	1,640	5%
Professional Services	25,400	22,427	20,400	14,867	33,767	5,000	25%
Utilities	29,000	23,213	29,000	25,240	16,622	-	0%
Repair and Maintenance	12,000	16,708	11,000	12,046	40,955	1,000	9%
Other Charges & Supplies	26,500	14,274	18,703	15,659	-	7,797	42%
Total Park Maintenance	528,368	437,063	468,624	432,873	439,821	59,744	13%
<u>RECREATION</u>							
Entertainment in the Park	500	445	1,000	434	876	(500)	-50%
Total Recreation	500	445	1,000	434	876	(500)	-50%
<u>CEMETERY</u>							
Wages and Benefits	0	31,424	39,125	29,829	29,316	(39,125)	-100%
Operating Supplies	0	1,864	2,400	1,501	2,246	(2,400)	-100%
Professional Services	0	0	-	-	3,737	-	0%
Tree Care	0	0	-	2,000	-	-	0%
Other Charges & Supplies	0	1,125	1,200	450	-	(1,200)	-100%
Capital Outlay	0	0	-	-	-	-	0%
Total Cemetery	0	34,413	42,725	33,780	35,299	(42,725)	-100%
<u>TREES AND PLANTINGS</u>							
Tree Care and Plantings	88,000	77,553	144,000			(56,000)	-39%
Plantings	3,000	711				3,000	0%
Maintenance Supplies	9,000	0				9,000	0%
Total Trees and Plantings	100,000	78,264	144,000			(44,000)	-31%
TOTAL GENERAL FUND	3,483,000	2,836,375	3,346,062	2,804,474	2,990,146	136,938	4.09%

Special Revenue Funds

Parking Fund

The Parking Fund supports all the parking operations and maintenance of the City's parking facilities, including the new parking structure at One West Drive, the East lot and all of the City's metered parking. Maintenance of the parking system is through Interstate Parking.

	2026 BUDGET	2025 Actual	2025 BUDGET	2024 ACTUAL	% Change	\$ Change
Revenue						
Metered Parking	883,000	450,023	499,000	519,456	76.95%	384,000
Special Event Parking	116,622	16,709	167,062	-	-30.19%	(50,440)
Parking Permits	37,600	25,895	34,225	38,904	9.86%	3,375
Parking Citations	50,000	22,028	56,866	84,561	-12.07%	
Parking Maintenance Fees	76,200	87,733	122,600	102,201	-37.85%	
	<u>1,163,422</u>	<u>602,388</u>	<u>879,753</u>	<u>745,122</u>	32.24%	283,669
						-
Expenses						
City Staff	122,179	27,613	49,059	22,214	149.05%	73,120
Parking Maintenance	461,938	154,478	375,993		22.86%	85,945
Technology Fees	20,000	13,916	10,000		100.00%	10,000
Downtown Streetscape	35,000	23,075	35,000	5,000	0.00%	-
Transfers to Other Funds	554,559	391,000	536,250	496,438	3.41%	18,309
Capital Outlay	95,502	75,666	92,720	64,259	3.00%	2,782
	<u>1,289,178</u>	<u>685,748</u>	<u>1,099,022</u>	<u>587,911</u>	17.30%	190,156
Change in Net Position	(125,756)	(83,360)	(219,269)	157,211		

The Commons—Sales Tax Improvements Fund

The City of Excelsior was granted approval for a local 0.5% sales tax in 2019. The sales tax receipts must only be used on capital improvements that are included in The Commons Master Park Plan with a maximum collection of \$7 million. These revenues began being received in November of 2019 and all sales tax receipts will remain segregated in this fund. These funds were used to construct the pavilion in 2021, and in 2022, the City bonded against the remaining \$5.5 million dollars. Those funds were used to construct the plaza and oak noll projects in 2024 and baseball field upgrades in 2025. In 2024 the citizens of Excelsior voted to extend the sales tax to continue improvements to The Commons Park.

	2026 BUDGET	2025 ACTUAL	2025 BUDGET	2024 ACTUAL	% Change	\$ Change
Revenue						
Sales Tax Receipts	800,000	809,358	750,000	813,079	6.67%	50,000
Interest Earnings	2,000		2,000	139,944	0.00%	-
Proceeds-Gen Obligation Bond			-	-	0.00%	-
	<u>802,000</u>	<u>809,358</u>	<u>752,000</u>	<u>953,023</u>	6.65%	50,000
Expenses						
Professional Services	200,000	1,284,916	1,500,000	212,869	-86.67%	(1,300,000)
Engineering Fees	2,000	10,489	100,000	20,311	-98.00%	(98,000)
Administrative Services			-	-	0.00%	-
Capital Outlay			-	662	0.00%	-
Operating Transfers	673,000	635,000	635,000	600,000	5.98%	38,000
	<u>875,000</u>	<u>1,930,405</u>	<u>2,235,000</u>	<u>833,841</u>	-60.85%	(1,360,000)
NET CHANGE IN FUND BALANCE	(73,000)	(1,121,046)	(1,483,000)	119,181		
BEGINNING FUND BALANCE	1,677,903		3,160,903	3,041,722		
ENDING FUND BALANCE	1,604,903		1,677,903	3,160,903		

Debt Service Funds

2010A G.O. Bonds

The City has a fund to account for the street portion of the 2010A General Obligation Improvement Bonds which were used to fund the 2010 and 2011 Street Reconstruction Projects. These bonds are being paid back through special assessments and levied taxes.

REVENUE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
CURRENT AD VALOREM TAXES	100,000	100,000	100,000	50,000	100,000	0.00%	-
FEDERAL GRANTS AND AID (BAB INTEREST)	4,924	4,968	5,000	5,248	5,000	0.00%	-
SPECIAL ASSESS REC - CURRENT	5,435	4,850	5,500	2,336	5,500	0.00%	-
SPECIAL ASSESS REC - DELINQUENT	91	(6)				0.00%	-
SPECIAL ASSESS REC - PREPAYS		348		150		0.00%	-
INTEREST EARNINGS	1,362	1,442	750		1,000	33.33%	(250)
TRANSFER FROM OTHER FUNDS						0.00%	-
	<u>111,812</u>	<u>111,602</u>	<u>111,250</u>	<u>57,734</u>	<u>111,500</u>	0.22%	(250)

EXPENSE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
PROFESSIONAL SVC		233		425	425	-100.00%	(425)
DEBT SERVICE PRINCIPAL	106,296	108,888	114,073	114,075	116,666	-2.22%	(2,593)
BOND INTEREST	18,380	13,158	8,164	8,172	2,742	197.74%	5,422
FISCAL AGENT'S FEES	-	650	550	650	650	-15.38%	(100)
OPERATING TRANSFERS						0.00%	-
TOTAL	<u>124,676</u>	<u>122,929</u>	<u>122,787</u>	<u>123,321</u>	<u>120,483</u>	1.91%	2,304
							-
NET CHANGE IN FUND BALANCE	(12,864)	(11,328)	(11,537)		(8,983)		
BEGINNING FUND BALANCE	58,392	43,528	32,200		20,663		
ENDING FUND BLANCE	43,528	32,200	20,663		11,680		

2017A G.O. Bonds

The City has a fund to account for the street portion of the 2017A General Obligation Improvement Bonds which were used to fund the 2017 Street and Utility Improvement Project. These bonds are being paid back through special assessments and levied taxes.

REVENUE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
CURRENT AD VALOREM TAXES	80,198	80,198	80,188	40,094	80,188	0.00%	-
SPECIAL ASSESS REC - CURRENT	33,938	32,610	34,000	17,101	34,000	0.00%	-
SPECIAL ASSESS REC - DELINQUENT	328					0.00%	-
SPECIAL ASSESS REC - PREPAYS				1,056		0.00%	-
INTEREST EARNINGS	7,959	10,543	4,000		4,000	0.00%	-
TRANSFER FROM OTHER FUNDS						0.00%	-
	<u>122,423</u>	<u>123,351</u>	<u>118,188</u>	<u>58,251</u>	<u>118,188</u>	0.00%	-

EXPENSE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
PROFESSIONAL SVC	250	233		425	425	0.00%	425
DEBT SERVICE PRINCIPAL	90,000	90,000	95,000	95,000	95,000	0.00%	-
BOND INTEREST	30,988	28,288	25,513	2,513	22,663	-11.17%	(2,850)
FISCAL AGENT'S FEES	500	500	550	1,150	600	9.09%	50
OPERATING TRANSFERS						0.00%	-
TOTAL	<u>121,738</u>	<u>119,021</u>	<u>121,063</u>	<u>99,088</u>	<u>118,688</u>	-1.96%	(2,375)

NET CHANGE IN FUND BALANCE **685** **4,330** **(2,875)** **(40,837)** **(500)**

BEGINNING FUND BALANCE **273,078** **273,763** **278,093** **275,218**

ENDING FUND BLANCE **273,763** **278,093** **275,218** **274,718**

2019A G.O. Bonds

The City has a fund to account for the street portion of the 2019A General Obligation Improvement Bonds which were used to fund the 2019 Street and Utility Improvement Project. These bonds are being paid back through special assessments and levied taxes.

REVENUE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
CURRENT AD VALOREM TAXES	152,486	152,486	152,486	76,243	152,486	0.00%	-
SPECIAL ASSESS REC - CURRENT	12,265	11,423	12,000	5,959	12,000	0.00%	-
SPECIAL ASSESS REC - DELINQUENT						0.00%	-
SPECIAL ASSESS REC - PREPAYS	5,100					0.00%	-
INTEREST EARNINGS	7,418	10,073			6,000	0.00%	6,000
TRANSFER FROM OTHER FUNDS						0.00%	-
	<u>177,269</u>	<u>173,982</u>	<u>164,486</u>	<u>82,202</u>	<u>170,486</u>	3.65%	6,000

EXPENSE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
PROFESSIONAL SVC	250	233	-	425	425	0.00%	425
DEBT SERVICE PRINCIPAL	95,000	100,000	105,000	105,000	115,000	9.52%	10,000
BOND INTEREST	71,090	66,216	61,090	61,089	55,590	-9.00%	(5,500)
FISCAL AGENT'S FEES	550	550	550	600	550	0.00%	-
OPERATING TRANSFERS						0.00%	-
TOTAL	<u>166,890</u>	<u>166,999</u>	<u>166,640</u>	<u>167,114</u>	<u>171,565</u>	2.96%	4,925

NET CHANGE IN FUND BALANCE	10,379	6,984	(2,154)	(84,912)	(1,079)		
BEGINNING FUND BALANCE	249,643	260,022	267,005		264,851		
ENDING FUND BLANCE	260,022	267,005	264,851		263,772		

2020A G.O. Bonds

The City has a fund to account for the street portion of the 2020A General Obligation Improvement Bonds which were used to fund the 2020 Street and Utility Improvement Project. These bonds are being paid back through special assessments and levied taxes.

REVENUE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
CURRENT AD VALOREM TAXES	96,635	96,635	96,635	48,318	96,635	0.00%	-
SPECIAL ASSESS REC - CURRENT	-	-	6,000	6,259	6,000	0.00%	-
SPECIAL ASSESS REC - DELINQUENT	-	-	-	151	-	0.00%	-
SPECIAL ASSESS REC - PREPAYS	1,610	-	-	-	-	0.00%	-
INTEREST EARNINGS	-	2,380	-	-	2,000	0.00%	2,000
TRANSFER FROM OTHER FUNDS	-	-	-	-	-	0.00%	-
	<u>98,245</u>	<u>99,015</u>	<u>102,635</u>	<u>54,727</u>	<u>104,635</u>	1.95%	2,000

EXPENSE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
PROFESSIONAL SVC	250	234	-	425	425	0.00%	425
DEBT SERVICE PRINCIPAL	55,000	55,000	60,000	60,000	60,000	0.00%	-
BOND INTEREST	36,900	34,700	32,400	32,400	30,000	-7.41%	(2,400)
FISCAL AGENT'S FEES	500	500	550	575	600	9.09%	50
OPERATING TRANSFERS	-	-	-	-	-	0.00%	-
TOTAL	<u>92,650</u>	<u>90,434</u>	<u>92,950</u>	<u>93,400</u>	<u>91,025</u>	-2.07%	(1,925)

NET CHANGE IN FUND BALANCE	5,595	8,581	9,685	(38,673)	13,610		
BEGINNING FUND BALANCE	44,517	50,112	58,693		68,378		
ENDING FUND BLANCE	50,112	58,693	68,378		81,988		

2021A G.O. Bonds

The City has a fund to account for the street portion of the 2021A General Obligation Improvement Bonds which were used to fund the 2021 Street and Utility Improvement Project, Water Street Project and East Parking Lot Project. These bonds are being paid back through special assessments and levied taxes.

REVENUE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
CURRENT AD VALOREM TAXES	233,076	233,076	233,076	116,538	233,076	0.00%	-
SPECIAL ASSESS REC - CURRENT	15,859	31,852	10,000	13,544	10,000	0.00%	-
SPECIAL ASSESS REC - DELINQUENT						0.00%	-
SPECIAL ASSESS REC - PREPAYS	84,216	11,293		21,745		0.00%	-
INTEREST EARNINGS	3,704	7,976	3,000		3,000	0.00%	-
TRANSFER FROM OTHER FUNDS	1,389	50				0.00%	-
	<u>338,244</u>	<u>284,247</u>	<u>246,076</u>	<u>151,827</u>	<u>246,076</u>	0.00%	-

EXPENSE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
PROFESSIONAL SVC	200	233		425	425	0.00%	425
DEBT SERVICE PRINCIPAL	120,000	145,000	155,000	155,000	160,000	3.23%	5,000
BOND INTEREST	110,455	103,831	96,330	96,330	88,455	-8.18%	(7,875)
FISCAL AGENT'S FEES	500	500	550	575	550	0.00%	-
OPERATING TRANSFERS						0.00%	-
TOTAL	<u>231,155</u>	<u>249,564</u>	<u>251,880</u>	<u>252,330</u>	<u>249,430</u>	-0.97%	(2,450)

NET INCOME (LOSS) 107,090 34,683 (5,804) (3,354)

BEGINNING FUND BALANCE 81,776 188,866 223,549 217,745
ENDING FUND BLANCE 188,866 223,549 217,745 214,391

2022A G.O. Sales Tax Revenue Bonds

The City has a fund to account for the debt service payments for the 2022 General Obligation Sales Tax Revenue bonds which are used to fund projects in The Commons that are identified in the Master Park Plan. These bonds are being paid back through local option sales tax dollars.

REVENUE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
CURRENT AD VALOREM TAXES						0.00%	-
SPECIAL ASSESS REC - DEFERRED						0.00%	-
SPECIAL ASSESS REC - DELINQUENT						0.00%	-
SPECIAL ASSESS REC - PREPAYS						0.00%	-
INTEREST EARNINGS						0.00%	-
TRANSFER FROM OTHER FUNDS	700,000	600,000	679,752	635,000	673,000	-0.99%	(6,752)
	<u>700,000</u>	<u>600,000</u>	<u>679,752</u>	<u>635,000</u>	<u>673,000</u>	-0.99%	(6,752)

EXPENSE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
PROFESSIONAL SVC	250	233		425	425	0.00%	425
DEBT SERVICE PRINCIPAL	525,000	450,000	475,000	475,000	495,000	4.21%	20,000
BOND INTEREST	211,337	180,895	157,770	157,771	146,895	-6.89%	(10,875)
FISCAL AGENT'S FEES	500	1,000				0.00%	-
OPERATING TRANSFERS						0.00%	-
TOTAL	<u>737,087</u>	<u>632,128</u>	<u>632,770</u>	<u>633,196</u>	<u>642,320</u>	1.51%	9,550
NET INCOME (LOSS)	(37,087)	(32,128)	46,982		30,680		
BEGINNING FUND BALANCE		(37,087)	(36,982)		10,000		
ENDING FUND BLANCE	(37,087)	(69,215)	10,000		40,680		

2023A G.O. TIF Bonds

The City has a fund to account for the debt service payment for the parking structure in the west lot. These bonds are being paid back through tax increment financing and parking revenues.

REVENUE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
TAX INCREMENTS					181,691	0.00%	181,691
CURRENT AD VALOREM TAXES						0.00%	-
SPECIAL ASSESS REC - DEFERRED						0.00%	-
SPECIAL ASSESS REC - DELINQUENT						0.00%	-
SPECIAL ASSESS REC - PREPAYS						0.00%	-
INTEREST EARNINGS		9,095				0.00%	-
TRANSFER FROM OTHER FUNDS			266,250			-100.00%	(266,250)
SALE OF GENERAL FIXED ASSETS						0.00%	-
TRANSFER FROM PARKING FUND				131,000	205,109	0.00%	205,109
PROCEEDS-GEN OBLIGATION BOND	373,813					0.00%	-
PREMIUMS ON BOND SALE						0.00%	-
	<u>373,813</u>	<u>9,095</u>	<u>266,250</u>	<u>131,000</u>	<u>386,800</u>	45.28%	120,550

EXPENSE

	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
PROFESSIONAL SERVICES							
CAPITAL OUTLAY				425	425	0.00%	425
DEBT SERVICE PRINCIPAL					120,000	0.00%	120,000
BOND INTEREST		279,563	266,250	266,250	266,250	0.00%	-
FISCAL AGENT'S FEES					550	0.00%	550
OPERATING TRANSFERS						0.00%	-
TOTAL	<u>-</u>	<u>279,563</u>	<u>266,250</u>	<u>266,675</u>	<u>387,225</u>	45.44%	120,975
NET INCOME (LOSS)	373,813	(270,467)	-		(425)		
BEGINNING FUND BALANCE	373,813	373,813	103,346		103,346		
ENDING FUND BLANCE	373,813	103,346	103,346		102,921		

Capital Project Funds

The City of Excelsior has three capital project funds including the Park Improvement Fund, Tax Increment Financing District (TIF) District 2-1 and the Capital Improvement Fund.

Park Improvement Fund

This fund is designated to set aside funding for park improvements such as playground equipment and upgrades to all the City's parks. In addition to The Commons park, Excelsior also has Studer Parkland, Veteran's Memorial Park, Arey Memorial, Mitten Pond and Excelsior Cemetery. The fund's main source of revenue are park dedication fees, Paradise Charter winter storage fees, and Community for the Commons summer concert series donations. This fund also receives 10% of the proceeds from the Minnetonka Youth Hockey Association's pull tab operations located at Haskell's and from the Excelsior Lake Minnetonka Rotary Club's pull tab operations at Maynard's. The Park Capital Fund will also contribute \$30,000 to the General Fund from potential revenues received from the Concerts in the Commons to help cover park staffing.

REVENUE	2026 BUDGET	2025 ACTUAL	2025 BUDGET	2024 ACTUAL	% Change	\$ Change
GRANT REVENUE	30,000	25,900		42,500	-100.00%	(30,000)
PARK DEDICATION FEE	0		10,000	40,733	0.00%	10,000
INTEREST EARNINGS	0		10,000	30,039	0.00%	10,000
CONTRIBUTIONS AND DONATIONS	40,000	25,926	40,000	49,027	0.00%	-
WINTER CHARTER BOAT LEASE	22,000	15,590	21,755	13,970	-1.11%	(245)
CHARITABLE GAMBLING DONATION	30,622	30,622	15,000	17,471	-51.02%	(15,622)
TRANSFER FROM OTHER FUND	0				0.00%	-
					0.00%	-
TOTAL	122,622	98,038	96,755	193,740	-21.09%	(25,867)

EXPENSE	2026 BUDGET	2025 YTD	2025 BUDGET	2024 ACTUAL	% Change	\$ Change
PROFESSIONAL SERVICES	10,000	31,103	10,000	8,906	0.00%	-
ENGINEERING FEES			1,500	16,268	0.00%	1,500
PROFESSIONAL SRVC-OTHER	10,000	17,628			-100.00%	(10,000)
SHADE TREES/TREE CARE				21,923	0.00%	-
IMPROVEMENTS OTHER THAN BUILDINGS	340,500	32,614	248,000	36,644	-27.17%	(92,500)
IMPROVEMENTS PLAYGROUND EQUIPMENT				9,941	0.00%	-
OTHER EQUIPMENT	67,000	67,203			-100.00%	(67,000)
TRANSFERS TO OTHER FUNDS	30,000	30,000	50,000	2,972	66.67%	20,000
					0.00%	-
TOTAL	457,500	178,548	309,500	96,653	-32.35%	(148,000)

NET INCOME (LOSS)	(334,878)	(80,510)	(212,745)	97,086		
BEGINNING FUND BALANCE	612,160		824,905	727,819		
ENDING FUND BLANCE	277,283		612,160	824,905		

2026 Potential Park Projects	
Finish Baseball Field	50,000
Cemetery Projects	150,500
Mini Master Park Plan	140,000
	340,500

TIF District 2-1 Fund

The City of Excelsior certified Tax Increment Financing District 2-1, for The Waters Assisted Living project at 723 Water Street in 2018 and the fund began receiving increment in 2020. Revenues from this fund come from TIF increment which is received through the City's property tax settlements. Ninety-seven percent of this revenue is turned over to the developer to cover the costs of the improvements made to the parcel, as outlined in the TIF agreement. The remaining three percent remains with the City to cover administrative expenses associated with the TIF district.

REVENUE	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
TIF REVENUE PROJECT #2-1	180,502	178,546	209,000	93,641	209,000	0.00%	-
INTEREST EARNINGS	2,994	3,776				0.00%	-
TRANSFER FROM GENERAL FUND						0.00%	-
TOTAL	<u>183,496</u>	<u>182,322</u>	<u>209,000</u>	<u>93,641</u>	<u>209,000</u>	0.00%	-
EXPENSE	2023 <u>ACTUAL</u>	2024 <u>ACTUAL</u>	2025 <u>BUDGET</u>	2025 <u>YTD</u>	2026 <u>BUDGET</u>		
PROFESSIONAL SERVICES						0.00%	-
ADMINISTRATIVE SERVICES	2,874	6,895	2,000	7,098	8,000	300.00%	6,000
PRINTING & PUBLISHING						0.00%	-
MISCELLANEOUS						0.00%	-
CAPITAL OUTLAY						0.00%	-
OPERATING TRANSFERS	193,595	156,227	200,000	177,427	200,000	0.00%	-
TOTAL	<u>196,469</u>	<u>163,122</u>	<u>202,000</u>	<u>184,524</u>	<u>208,000</u>	2.97%	6,000
NET INCOME (LOSS)	(12,973)	19,200	7,000		1,000		
BEGINNING FUND BALANCE	10,789	(2,184)	17,016		24,016		
ENDING FUND BLANCE	(2,184)	17,016	24,016		25,016		

Capital Improvement Fund

This fund accounts for all non-park related major capital projects that occur within the City.

The City's Capital Improvement Fund budget incorporates expenditure estimates for equipment and minor projects related to the park and public works departments of the General Fund. The sale of 106 Center Street is anticipated to happen sometime in 2026.

REVENUE	2026 BUDGET	2025 YTD	2025 BUDGET	2024 ACTUAL	% Change	\$ Change
OTHER COUNTY GRANTS AND AID	0			145,869	0.00%	-
SPECIAL ASSESS REC-CURRENT	18,000	10,364	20,000	32,654	-10.00%	(2,000)
SPECIAL ASSESSMENTS-DELINQUENT	12,000		500	972	2300.00%	11,500
SPECIAL ASSESS REC-PREPAYS	2,000	1,732	3,000	8,149	-33.33%	(1,000)
OTHER REVENUE	1,000		75,000	43,025	-98.67%	(74,000)
SALES OF GENERAL FIXED ASSETS	1,275,000		1,275,000	14,717	0.00%	-
TRANSFER FROM OTHER FUNDS	0	177,596	100,000	198,238	-100.00%	(100,000)
TOTAL	1,308,000	189,692	1,473,500	443,624	-11.23%	(165,500)
EXPENSE	2026 BUDGET	2025 YTD	2025 BUDGET	2024 ACTUAL		
PROFESSIONAL SERVICES	30,000	78,263	75,000	81,248	-60.00%	(45,000)
ENGINEERING FEES	10,000	29,976	120,000	129,146	-91.67%	(110,000)
PROFESSIONAL SERVICES - OTHER	0		2,000	1,930	-100.00%	(2,000)
TAXES AND LICENSES	0	16		10,548	0.00%	-
CAPITAL OUTLAY	0	107,043	300,500	585,535	-100.00%	(300,500)
BUILDINGS AND STRUCTURES	0				0.00%	-
IMPROVEMENTS OTHER THAN BUILDINGS	0	20,735		64,879	0.00%	-
MOTOR VEHICLES (STREETS & PARKS)	0				0.00%	-
OTHER EQUIPMENT (STREETS & PARKS)	121,800			95,381	0.00%	121,800
TRANSFERS TO OTHER FUNDS	0	30,000	8,983	0	0.00%	(8,983)
TOTAL	161,800	266,033	506,483	968,667	-68.05%	(344,683)
NET INCOME (LOSS)	1,146,200	(76,341)	967,017	(525,043)		
BEGINNING FUND BALANCE	1,643,348		676,331	1,201,374		
ENDING FUND BLANCE	2,789,548		1,643,348	676,331		

2026 Projects

Professional Services	Estimated costs for unforeseen Professional Services
Engineering Fees	Estimated costs for unforeseen Engineering costs
Capital Outlay	Public Works Pickup \$12,900
	Replace Kubota RTV \$5,200
	Freightliner Tandem \$21,600
	Street Paint Striper \$10,300
	Sidewalk Repairs \$30,800
	Replace Air Compressor \$41,000

Enterprise Funds

The City of Excelsior operates five enterprise funds including the Water Fund, Sewer Fund, Surface Water Management Fund, Street Lighting Fund, and the Docks Fund (leased, public, and residential docks).

Utility Rate Changes for 2026

The rate increases for 2026 are listed below. The Water Fund will see a 15% increase to the base fee and per tier for volume. The Sewer Fund will see a 25% increase for base fee and volume and the Surface Water Management Fund will see a 15% increase. An average customer for this example uses 15,000 gallons of water per quarter. The total annual increase for 2026 on an average customer will be \$308.93.

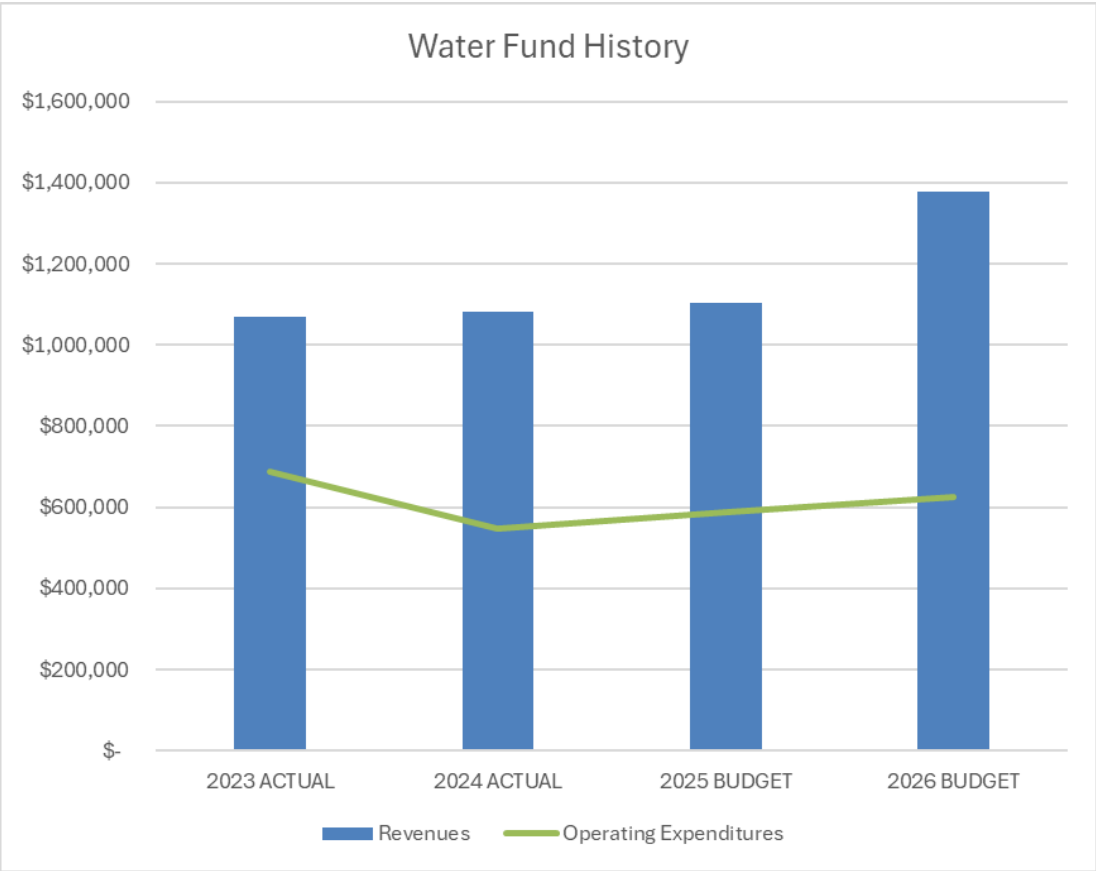
	2026 Increase	2026 Rates
Water Rate Increase	\$ 1.23 per 1K gallons	\$ 9.42
Quarterly Volume Increase	\$ 18.43	
Annual Volume Increase	\$ 73.71	
Water Base Increase	\$8.47 per quarter	\$ 64.92
Quarterly Increase	\$ 8.47	
Annual Increase	\$ 33.87	
Sewer Volume Rate Increase	\$2.25 per 1K gallons	\$ 10.79
Quarterly Volume Increase	\$ 33.71	
Annual Increase	\$ 134.85	
Sewer Base Increase	\$8.29 per quarter	\$ 39.79
Quarterly Increase	\$ 8.29	
Annual Increase	\$ 33.16	
Surface Water Increase Medium	\$4.72 per quarter	\$ 62.51
Quarterly Increase	\$ 8.33	
Annual Increase	\$ 33.34	
Sum of Annual Utility Rate Increase	\$ 308.93	
Quarterly Increase	\$ 77.23	
residential account		

Water Fund

The City's Water Fund accounts for activities associated with the distribution of City water. Revenues primarily come from charges for services to the residents who utilize City water. For 2026, there is a 15% rate increase budgeted.

Some of the major projects happening in the Water Fund are the Third and Center reconstruction project and water main lining on Division Street. There is also \$323,742 budgeted for minor projects and equipment related to the water fund such as: public works pickup, mixer valve for the water tower, hydrant replacement, water meter inventory replacement, SCADA/Water treatment plant update, corrosion inhibitor addition and freightliner tandem truck.

	2026 BUDGET	2025 ACTUAL	2025 BUDGET	2024 ACTUAL	% Change	\$ Change
Revenue						
Charges for Services	1,345,070	1,170,106	1,053,000	1,016,957	27.74%	292,070
Water Access Charge	1,000	0	2,000		-50.00%	(1,000)
Other Revenue	33,300	126,324	47,483	66,292	-29.87%	(14,183)
Transfer from Other Fund	-	-	-	-	0.00%	-
	<u>1,379,370</u>	<u>1,296,430</u>	<u>1,102,483</u>	<u>1,083,250</u>	25.11%	276,887
					0.00%	-
					0.00%	-
Expenses						
Wages and Benefits	287,397	255,167	247,990	244,718	15.89%	39,407
Supplies	66,000	67,304	72,500	53,464	-8.97%	(6,500)
Professional Services	36,900	70,908	30,900	19,034	19.42%	6,000
Utilities	43,600	41,123	38,300	33,102	13.84%	5,300
Repairs and Maintenance	62,000	56,757	60,000	60,087	3.33%	2,000
Technology Fees	12,000	10,367	11,763	7,214	2.01%	237
Other Charges & Services	13,700	10,393	10,200	7,310	34.31%	3,500
Property Casualty Insurance	10,837	10,128	12,000	11,191	-9.69%	(1,163)
Bond Costs	93,640	105,357	105,343	112,257	-11.11%	(11,703)
	<u>626,074</u>	<u>627,503</u>	<u>588,996</u>	<u>548,377</u>	6.30%	37,078
Change in Net Position	753,296	668,927	513,487	534,872		
Non-Operating Expensed Transactions						
Capital Outlay	323,742		367,500	69,824		
Debt Service - Principal	323,466		321,429	305,755		
Depreciation	280,780		225,000	280,780		
Total	927,988		913,929	656,359		
Beginning Net Position	2,953,701		3,354,143	3,188,388		
Ending Net Position	2,779,010		2,953,701	3,354,143		
Cash Position at Year End	932,568		950,654	1,069,731		

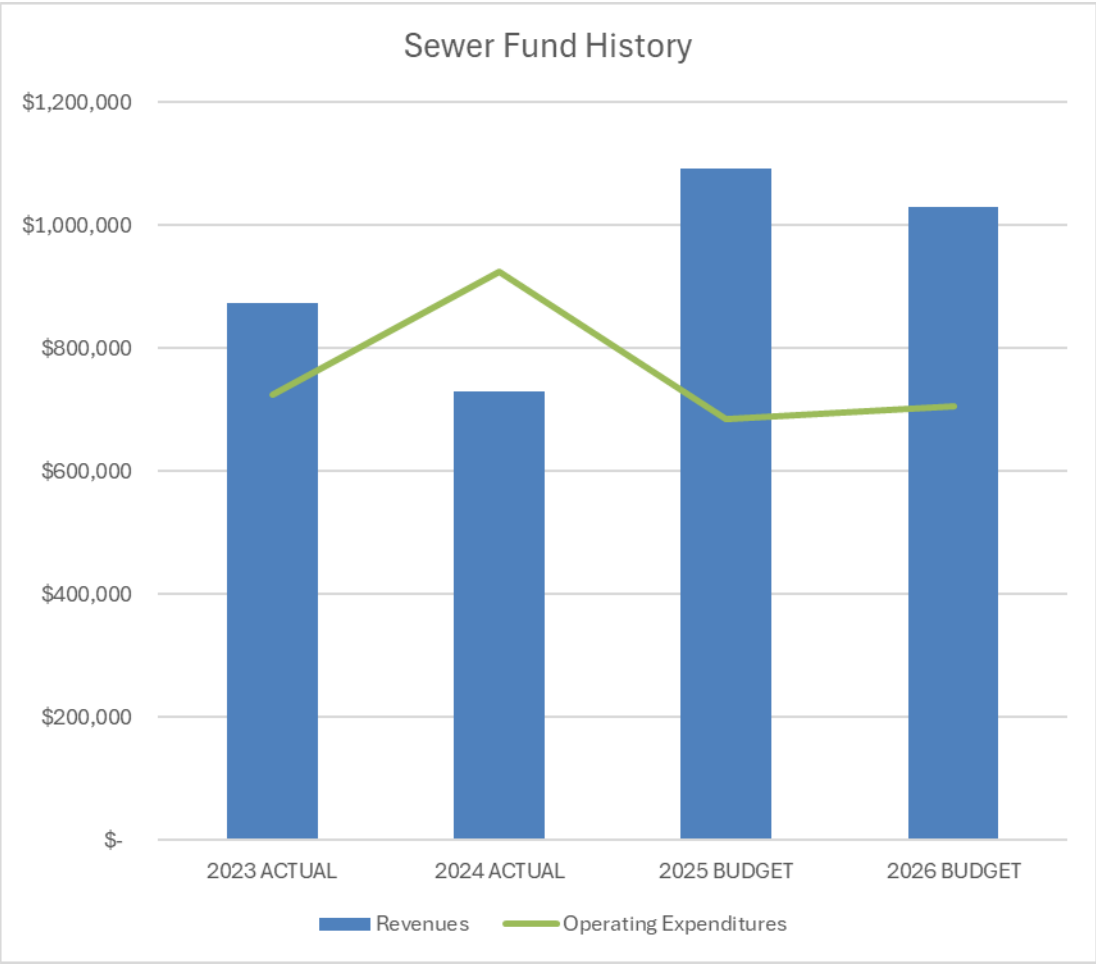


Sewer Fund

Properties within the City limits of Excelsior have sewer service through the City and are charged for those services. Excelsior also serves parts of Shorewood and Greenwood's wastewater through the City's sanitary sewer system. Both cities are charged based on their volume of sewer that passes through Excelsior's system. The revenue for sewer services and expenses associated with the collection of the City's wastewater are recognized in the City's Sewer Fund. The Metropolitan Council collects and treats all of the City's wastewater. The Sewer Fund pays for upgrades and maintenance of the City's six sanitary sewer lift stations.

For 2026, there is a 25% budgeted increase to the rates charged for sewer to help fund capital projects such as the utility reconstruction on Third and Center Street and prepare the fund for future construction projects. There is also \$256,400 included for smaller projects such as Third Avenue lift station repairs, replacing the control panel at the park lift station, trucks used by all departments, televising sewer lines and SCADA/Water treatment plant updates.

	2026 BUDGET	2025 ACTUAL	2025 BUDGET	2024 ACTUAL	% Change	\$ Change
Revenue						
Charges for Services	994,796	801,114	755,442	703,325	31.68%	239,354
Sewer Access Charge	1,000	0	3,000	2,000	-66.67%	(2,000)
Other Revenue	34,300	20,115	332,524	24,777	-89.68%	(298,224)
Capital Contributions	0	0	-	-	0.00%	-
	<u>1,030,096</u>	<u>821,229</u>	<u>1,090,966</u>	<u>730,102</u>	-5.58%	(60,870)
Expenses						
Wages and Benefits	293,067	277,902	265,130	260,928	10.54%	27,937
Supplies	14,700	11,773	14,600	8,618	0.68%	100
Professional Services	35,500	74,990	42,400	28,327	-16.27%	(6,900)
Utilities	20,000	19,434	18,000	15,460	11.11%	2,000
Repairs and Maintenance	25,000	20,249	25,000	18,123	0.00%	-
Technology Fees	7,000	10,365	9,000	7,212	-22.22%	(2,000)
Met Council Sanitary Sewer Service	226,229	218,142	217,407	196,541	4.06%	8,822
Other Charges & Services	5,200	4,232	4,300	297,527	20.93%	900
Property Casualty Insurance	9,392	8,777	12,000	9,640	-21.74%	(2,608)
Bond Interest	69,411	77,526	77,537	82,149	-10.48%	(8,126)
	<u>705,499</u>	<u>723,391</u>	<u>685,374</u>	<u>924,525</u>	2.94%	20,125
Change in Net Position	324,597	97,838	405,592	(194,424)		
Non-Operating Expensed Transactions						
Capital Outlay	256,400		30,000	75,292		
Depreciation	212,726		110,000	212,726		
Bond Principal	184,791		179,260	166,840		
Total	<u>653,917</u>		<u>319,260</u>	<u>454,858</u>		
Beginning Net Position	2,591,763		2,505,431	2,698,754		
Ending Net Position	2,262,443		2,591,763	2,505,431		
Cash Position at Year End	921,368		921,368	757,965		



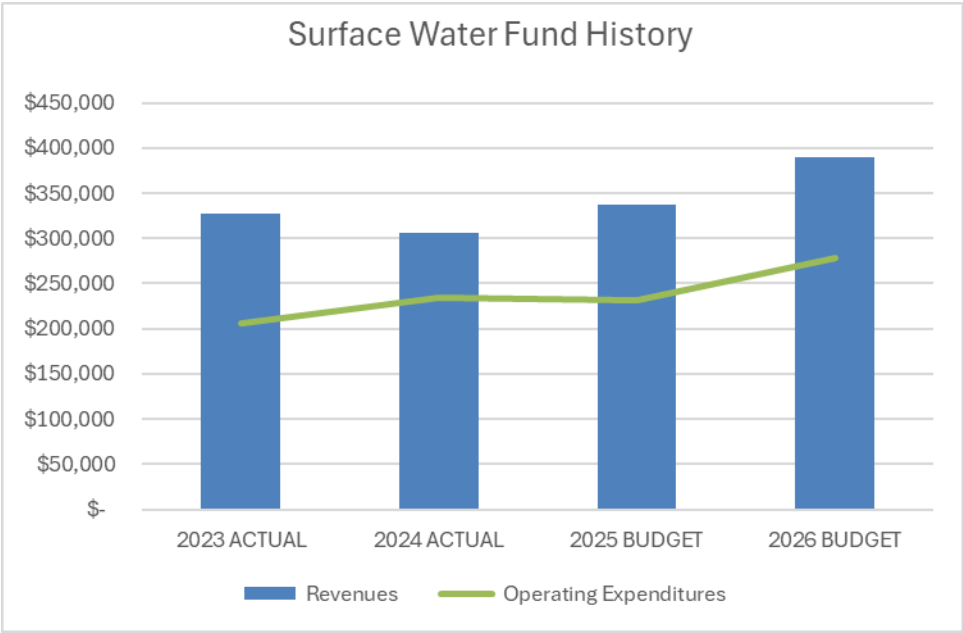
Surface Water Management Fund

Surface water (also known as storm water) management is a significant issue in the Lake Minnetonka area. Without properly treating surface water, there is an opportunity for contamination to enter Lake Minnetonka as well as other surrounding wetlands. The City operates a Surface Water Management Fund that pays for upgrades in infrastructure that help treat surface water before it enters the lake. Commercial properties are charged a surface water management fee based on the size of their property while residential parcels are charged a flat per-parcel rate.

For 2026, there is a 15% budgeted increase to the rates charged for surface water management.

This fund will also share in the Third and Center Street construction project and has \$29,700 included for this funds share of the public works pick up and Freightliner tandem truck.

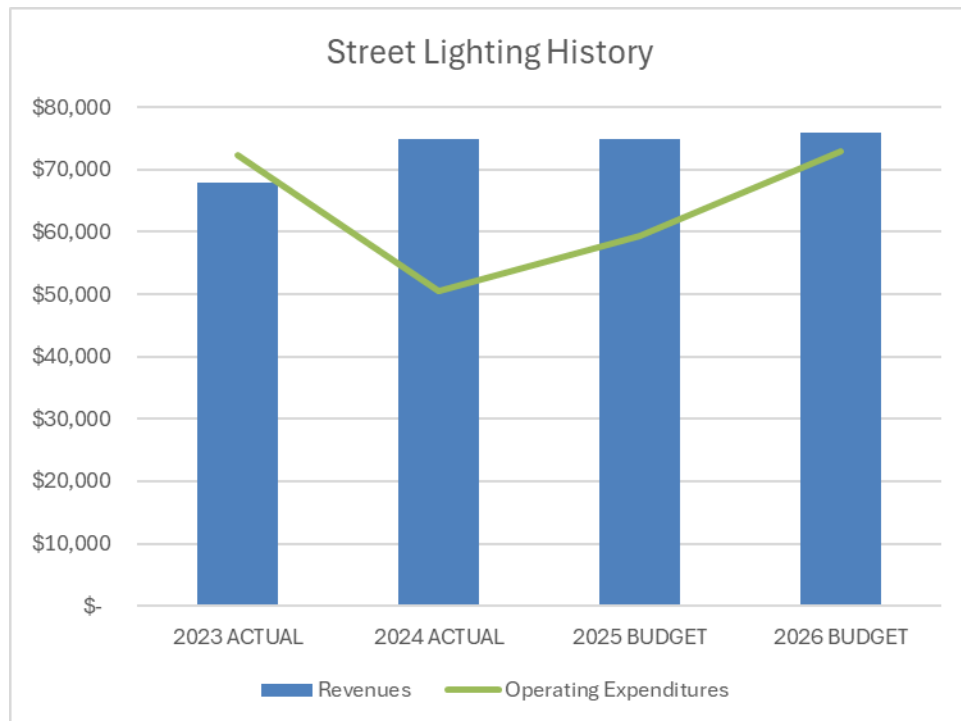
	2026 BUDGET	2025 ACTUAL	2025 BUDGET	2024 ACTUAL	% Change	\$ Change
Revenue						
Charges for Services	360,111	313,140	298,848	289,323	20.50%	61,263
Other Revenue	30,289	17,643	38,000	16,781	-20.29%	(7,711)
	<u>390,400</u>	<u>330,783</u>	<u>336,848</u>	<u>306,104</u>	15.90%	53,552
					0.00%	-
Expenses					0.00%	-
Wages and Benefits	160,904	126,423	119,156	105,570	35.04%	41,748
Supplies	3,500	4,537	4,700	2,825	-25.53%	(1,200)
Professional Services	57,500	84,739	44,900	67,066	28.06%	12,600
Utilities	2,000	1,303	1,000	765	100.00%	1,000
Technology Fees	1,500	1,401	300	-	400.00%	1,200
Repairs and Maintenance	11,000	8,640	10,000	8,983	10.00%	1,000
Other Charges & Services	3,050	2,392	2,300	1,336	32.61%	750
Property Casualty Insurance	1,500	1,350	2,700	2,441	-44.44%	(1,200)
Debt Service/Issuance Costs	37,242	42,033	46,604	44,743	-20.09%	(9,362)
	<u>278,196</u>	<u>272,818</u>	<u>231,660</u>	<u>233,729</u>	20.09%	46,536
Change in Net Position	112,204	57,964	105,188	72,375		
Non-Operating Expensed Transactions						
Capital Outlay	29,700		0	17,444		
Depreciation	70,000		40,000	77,648		
Bond Principal	107,897		102,237	100,517		
Total	<u>207,597</u>		<u>142,237</u>	<u>195,609</u>		
Beginning Net Position	576,598		613,647	623,581		
Ending Net Position	481,205		576,598	613,647		
Cash Position at Year End	148,656		150,366	157,498		



Street Lighting Fund

The City charges a street light fee to each property in the City to help offset the costs of street lighting electricity as well as repair and maintenance of the City's street lights. There is no rate increase for 2026.

	2026 BUDGET	2025 ACTUAL	2025 BUDGET	2024 ACTUAL	% Change	\$ Change
Revenue						
Charges for Services	74,000	76,195	74,000	74,841	0.00%	-
Other Revenues	2,000	0	1,000		100.00%	1,000
	76,000	76,195	75,000	74,841	1.33%	1,000
Expenses						
Wages and Benefits	36,311	24,160	24,123	24,414	0.00%	-
Supplies	1,500	1,986	2,500	503	50.53%	12,188
Professional Services	800	897	800	712	-40.00%	(1,000)
Technology Fees	1,200	1,201	1,000	-	0.00%	-
Utilities	30,000	35,989	16,323	22,258	20.00%	200
Repairs and Maintenance	1,500	1,781	11,500	916	83.79%	13,677
Other Charges & Services	220	85	220	167	-86.96%	(10,000)
Property Casualty Insurance	1,500	1,350	3,000	1,552	0.00%	-
	73,031	67,450	59,466	50,521	-50.00%	(1,500)
					22.81%	13,565
Change in Net Position	2,969	8,745	15,534	24,320		
Non-Operating Expensed Transactions						
Capital Outlay	16,000		0	1,393		
Depreciation	2,300		2,300	2,299		
Total	18,300		2,300	3,692		
Beginning Net Position	128,615		115,381	76,777		
Ending Net Position	113,284		128,615	115,381		
Cash Position at Year End	107,556		115,487	106,618		

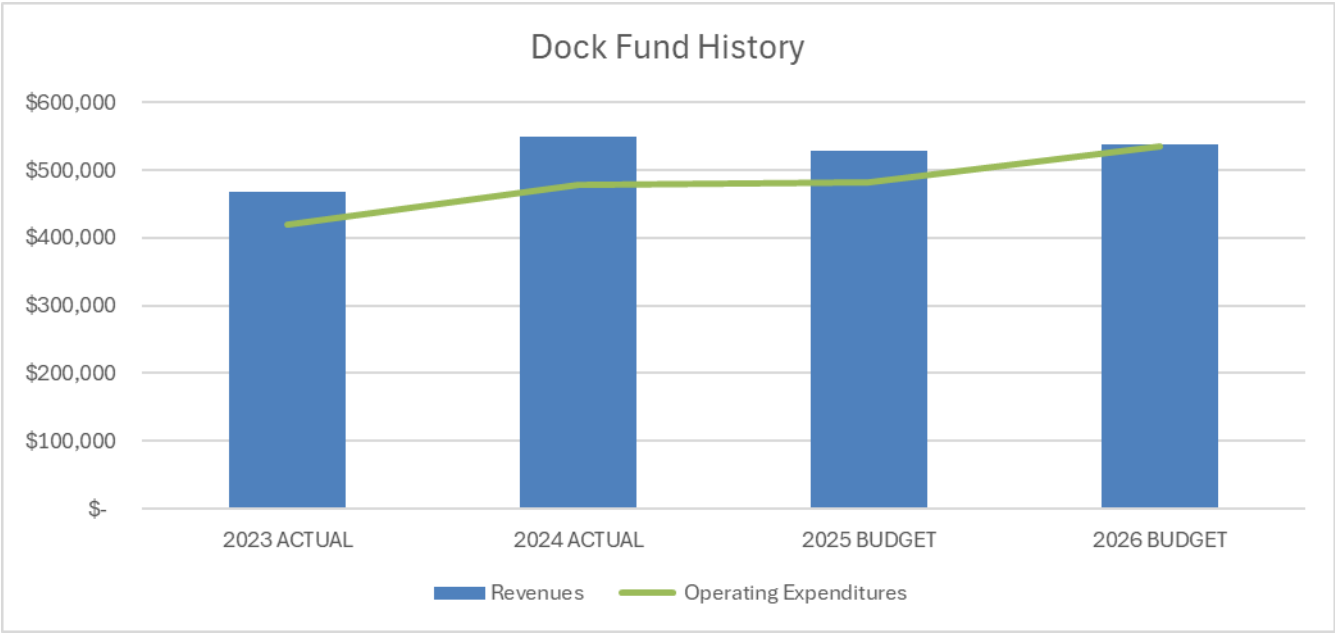


Docks Fund

The City's dock fund accounts for revenue and expense associated with the City's municipal dock program. The City leases space to charter boat companies at the Port of Excelsior and charges fees for that mooring space. The City also has transient docks with parking meters which generate funding for the dock program. The City leases out 108 municipal dock slips as well as 12 buoys and 25 slides at The Commons and throughout the City's fire lanes.

The Dock Fund revenues for commercial docks have increased 5% based on new contracts for commercial boats. There is also a 3% increase for residential docks, senior docks, buoys or slides for 2026. Other revenues are the estimated property casualty rebate from the League of Minnesota Cities and interest income. Expenses have increased in 2026 due to the increased transfer from the Dock Fund to the General Fund from \$225,000 to \$245,000 in 2026.

	2026 BUDGET	2025 ACTUAL	2025 BUDGET	2024 ACTUAL	% Change	\$ Change
Revenue						
Commercial Leased Docks	212,507	208,190	195,722	194,813	8.58%	16,785
Public Docks	0	0	18,000	19,502	-100.00%	(18,000)
Residential Docks	310,000	285,307	305,000	317,813	1.64%	5,000
Other Revenues	14,500	0	9,500	16,823	52.63%	5,000
	<u>537,007</u>	<u>493,497</u>	<u>528,222</u>	<u>548,951</u>	1.66%	8,785
Expenses						
Docks						
Wages and Benefits	200,554	159,914	162,341	141,647	23.54%	38,213
Supplies	8,000	6,221	7,100	4,930	12.68%	900
Professional Services	37,500	19,353	28,559	49,090	31.31%	8,941
Utilities	14,800	18,373	35,800	36,335	-58.66%	(21,000)
Insurance	17,339	16,204	20,479	18,618	-15.33%	(3,140)
Repairs and Maintenance	8,000	7,477	2,500	23,538	220.00%	5,500
Other Charges & Services	3,700	1,330	705	3,201	424.82%	2,995
Transfers Out	245,000	225,000	225,000	200,000	8.89%	20,000
	<u>534,892</u>	<u>453,872</u>	<u>482,484</u>	<u>477,361</u>	10.86%	52,408
Change in Net Position	2,115	39,625	45,738	71,590		
Non-Operating Expensed Transactions						
Capital Outlay	15,000		0	7,671		
Depreciation	15,000		18,000	14,417		
Total	30,000		18,000	22,088		
Beginning Net Position	486,399		458,661	409,159		
Ending Net Position	458,513		486,399	458,661		
Cash Position at Year End	453,536		466,590	428,292		





MEMORANDUM

8(e) Resolution 2026-27 Setting License and

Re: Permit Fees and Utility Rates

Date: April 2, 2026

Cari Lindberg, Assistant City Manager

To: City Council

From:

Enclosed is the updated 2026 Fee Schedule which includes the following amendments:

Building Permit Fees

Planning staff implements zoning and building permit-related application fees. The goal is to establish fees that account for staff time, are fair, are easy to understand and apply, and commensurate with fees in comparable cities in the area. The City updated zoning application fees in 2023 and building permit application-related fees were not updated at that time. Staff evaluated Excelsior's current rates compared to those of similar communities within the metro area including Chanhassen, Edina, Minnetonka, Stillwater, and Wayzata. In general, staff found that Excelsior is charging less than the average fee amount of these communities in a variety of zoning fee categories. Staff is proposing changes to zoning application and building permit-related fees based on the following:

1. The newly proposed fees are based on averages of surrounding communities' fees.
2. Some fee structures have been changed so that they are easier to administer.
3. The zoning application fee changes take into consideration the amount of staff time spent reviewing and processing the applications.
4. The addition of a "pre-application meeting with city architect" fee to manage the use of the city architect's time. When a residential review permit application is submitted, the applicant provides an escrow deposit to cover the costs of the consulting architect and engineer. However, staff is finding it very productive for potential applicants to meet with planning staff and the city architect early in their process (before an application is submitted) and there should be a transparent and accurate method to bill the property owner for the city architect's time.

	Current Fee (\$)	Proposed Fee (\$)
Conditional Use Permit- Commercial	750.00	950.00
Conditional Use Permit- Residential	600.00	700.00
Zoning Letter	60.00	125.00
Pre Application Meeting with City Architect	-	125.00

Building Permit Fees		
	Current	Proposed
\$1.00 to \$500.00 Total Project Valuation	25.00	40.00
\$501 to \$2,000 Total Valuation	25.00 + 3.25 for ea. Add'l \$1,000 of value	40.00 + 3.50 for ea. Add'l \$100 of value
\$2,001 to \$25,000 Total Valuation	73.75 + 14.75 for ea. Add'l \$1,000 of value	92.50 + 16.50 for ea. Add'l \$1,000 of value
\$25,001 to \$50,000 Total Valuation	413.00 + 10.75 for ea. Add'l \$1,000 of value	431.75 + 11.75 for ea. Add'l \$1,000 of value
\$50,001 to \$100,000 Total Valuation	681.75 + 7.50 for ea. Add'l \$1,000 of value	725.50 + 9.50 for ea. Add'l \$1,000 of value
\$100,001.00 to \$500,000.00 Total Valuation	1,056.75 + 6.00 for ea. Add'l \$1,000 of value	1,200.50 + 6.5 for ea. Add'l \$1,000 of value
\$500,001 to \$1,000,000 Total Valuation	3,456.75 + 5.00 for ea. Add'l \$1,000 of value	3,800.50 + 5.50 for ea. Add'l \$1,000 of value
\$1,000,001 and up Total Valuation	5,956.75 + 4.25 for ea. Add'l \$1,000 of value	6,550.50 + 4.50 for ea. Add'l \$1,000 of value
Plumbing Permit		
	Value	Fee
Residential - Permit fee + MN State Surcharge	\$1 to \$1,000	\$77
	\$1,001 to \$5,000	\$77
	\$5,001 to 10,000	\$170 plus 2.70% of the value over \$5,000
	\$10,001 to \$25,000	\$309 plus 2.35% of the value over \$10,000
	\$25,001 to \$50,000	\$677 plus 2.14% of the value over \$25,000
	\$50,001 and up	\$1,234 plus 1.8% of the
	Base Fee: 50.00 Per Fixture: 8.50	

			value over \$50,000	
Commercial – Permit fee + MN State Surcharge + Plan Review Fee	Based on Valuation - Use Building Permit Fee Schedule		Based on Valuation- use Building permit fee schedule Minimum fee: 77.00	
Mechanical Permit				
Current			Proposed	
Residential- Add Fireplace and Remove Gas Piping Fee	-	-	Fireplace	2% of Valuation
	Gas Piping	7.50 per unit Each Additional unit 4.50	Remove	
Fire Permit				
Current			Proposed	
Fire Permit – Permit fee + plan review fee	Based on Valuation - Use Building Permit Fee Schedule		Based on Valuation - Use Building Permit Fee Schedule Minimum 50.00	
Additional Fees				
Current			Proposed	
Fence Permit	75.00		100.00	
Sign (Permanent)	Valuation using building permit fee Minimum 50.00		150.00	

Garden Plot Fees

At the March 16, 2026 City Council meeting, the Council directed staff to update the community garden rates as follows:

- Resident \$50 (formerly \$30)
- Non-Resident \$100 (formerly \$70)
- \$50 deposit

Mobile Food Permit Fees

The Mobile Food License currently has a daily event fee of \$95/event and an annual event fee of \$420 for City fees. The Fire District inspection fee is \$80/truck. Due to the number of different events throughout the year, Staff is recommending eliminating the daily event fee and only having an annual event fee for \$120 and keeping the Fire District inspection fee at \$80

- Annual event fee = \$120
- Fire District Inspection fee = \$80
- Total = \$200/annual license

Special Event Fees-

The Special Event application had a separate fee page for each level of event. Staff is proposing one fee chart that applies to all events. The changes proposed will streamline the process and better reflect the time spent on these events.

- Changing the Pavilion rental fee to \$125 for residents/\$200 non-residents
- Adding a Plaza rental fee for \$125 for residents/\$200 non-residents
- Adding \$75 fee for Green room rental. This is a new fee.
- Adding the Event on Private Property in Excelsior Business District of \$100 per day (up to 12 days or a maximum of \$300) This has been in practice (e.g. Farmer's market), but was not reflected in the fee schedule.
- Deleting the fee for the Athletic Event that uses Streets and Commons or City Parking lot. This fee will be based on the size of the event alone.
- Deleting the separate parade fee and having an add on fee of \$500 for any event that requires sidewalk /road closures or no parking on streets

Utility Rates

At the March 16, 2026 City Council work session, the Council directed staff to increase the utility rates as follows:

- Water Base and Volume 15%
- Sewer Base and Volume 25%
- Surface Water 15%

The utility rates in this fee schedule reflects those increases.

Council Action: Approve the updated fee schedule, Resolution 2026-27 A Resolution Setting License, and Permit Fees and Utility Rates.

Resolution No. 2026-27

A Resolution Setting

License and Permit Fees and Utility Rates

"WHEREAS, Chapter 2, Article V, Division 1, Section 2-192 of the City Code allows for the City Council to change, amend, or revise licensing, permit, business, and application fees or charges from time-to-time by Resolution; and

WHEREAS, the administrative costs for regulating business activities, development activities, and recreational activities in the City should be born by the users;

WHEREAS, the additional administrative costs of renewals of licenses and permits after various dates for regulating business activities, development activities, and recreational activities in the City should be born by the users.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Excelsior, Minnesota, the following license, permit, business, and application fees or charges be and hereby are established effective April 6h, 2026, upon the passage and adoption of this Resolution."

Type of Fee	Conditions or Terms	Amount (in dollars)	Amt. if Pd after 4/1
Background Investigation Fee	Initial Application for Liquor and Tobacco Licenses	\$500.00	
Cemetery Charges	Plot & Perpetual Care – Resident	\$1,000.00	
	Plot & Perpetual Care - Non-Resident	\$1,300.00	
	Cremation Plot & Perpetual Care – Resident	\$700.00	
	Cremation Plot & Perpetual Care - Non-Resident	\$1,000.00	
	Perpetual Care - On-Hill Plots	\$350.00	
	Cemetery Plot Marking	\$100.00	
Copies	Each Copy – Black and White	\$0.25	
	Each Copy - Color	\$0.35	Remove
		<u>Senior Resident</u>	<u>Non-Resident</u>
Dock/Buoy/Slide Fees	<u>Resident</u>		
	Dock \$2,885.00	\$2,500.00	N/A
	Slide \$412.00	\$325.00	\$786.00
	Buoy \$825.00	\$650.00	\$1,564.00
	Buoy & Slide \$1,133.00	\$860.00	\$2,091.00
	Canoe/Kayak Rack Space \$127.00	\$125.00	\$191.00
		Amount	If Pd after 4/1
Dog License	Annually - Spayed or Neutered Not Spayed or Neutered Duplicate Tags	\$25.00 \$40.00 \$5.00	\$30.00 \$45.00
Dog – Impound Fees	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>

	Licensed Dog \$60.00	\$90.00	\$120.00
	Licensed Dog with Implant \$45.00	\$70.00	\$95.00
	Unlicensed Dog (inc. license) \$110.00	\$165.00	\$220.00
	Unlicensed Dog with Implant \$100.00	\$155.00	\$210.00
Excursion Boat Permits	Annually	\$3,680.00	
	One-Trip Permit	\$275.00	
	After-The-Fact Permit	\$550.00	
	4-20 Passengers Maximum – Per Seating Capacity	\$65.00	
Excursion Boat Refueling	Annually, Per Boat	\$150.00	
Garden Plots	Annually – Resident	\$30.00 \$50	
	Non-Resident	\$70.00 100.00	
Hawkers, Peddlers, Transient Merchants, Canvassers	Per Person – Six Month Term	\$150.00	
Horse and Carriage Permit	Per Day	\$50.00	
Liquor License	On-Sale Intoxicating	\$10,500.00	
	On-Sale Intoxicating (2 nd License Same PID)	\$5,000.00	
	On-Sale Wine	\$2,000.00	
	On-Sale Sunday Intoxicating	\$200.00	
	Off-Sale Intoxicating Liquor	\$300.00	
	Off-Sale – Brewer’s Malt Liquor License	\$250.00	
	Taproom – Brewer Liquor License	\$1,300.00	
	Temporary On-Sale Intoxicating	\$250.00	
Tree Trimmer License		\$50.00	
THC License	Annually	\$350.00	
THC Background Investigation Fee	First time application	\$100.00	

Cannabis and Hemp Business Retail Registration Fee	Cannabis Retailer Initial Registration (initial retail registration fee plus 1st year renewal retail registration fee)	\$1,500.00	
	Cannabis Retailer First Annual Renewal (prior to the second year of operation)	\$0.00 *paid at time of initial registration	
	Cannabis Retailer Renewal Fee (at time of the second annual renewal, and each year thereafter)	\$1,000.00	
	Lower Potency Hemp Edible Retailer Initial Registration (initial retail registration fee plus 1st year renewal retail registration fee)	\$250.00	
	Lower Potency Hemp Edible Retailer First Annual Renewal (prior to the second year of operation)	\$0.00 *paid at the time of initial registration	
	Lower Potency Hemp Edible Retailer Renewal Fee (at time of the second annual renewal, and each year thereafter)	\$125.00	
Mobile Food Vendor License	Annual License	\$500.00	
	One-Time Commercial	\$175.00	
	One-Time Residential	\$50.00	
Rental Dwelling License	Annually (Double Fee if Paid After 4/1)		
	Per Building	\$200.00	\$400.00
	Plus Per Unit	\$50.00	\$100.00
Short Term Rental License	Per Building	\$200.00	
	Each Additional Unit	\$50.00	
Non-Sufficient Funds-Refund Check	Per Item	As allowed per State Statute	
Outdoor Sidewalk Café Permit	Annually	\$150.00	
Outdoor Music Permit	Single Event	\$100.00	
	Multi-Event (12 Performances)	\$900.00	

Parking Related Fees			
Parking Impact Fee	Per Deficit Parking Space – Annually		
	Existing and newly approved development (excluding infill development providing retail use)	\$1,000.00	
	Infill development providing retail use	\$800.00	
	Restaurant seasonal outdoor seating	\$600.00	
Parking Maintenance Fee	Per Deficit Parking Space	\$113.81	
	Excursion Boat Permits – Per Four Seats of Capacity	\$113.81	
	One-Day Excursion Boat Permit – Per Four Seats of Capacity	\$1.50	
		Non- Event Rate / Hour (May -Sep)	Event Rate / Hour
Parking Meters	Monday - Sunday	3.00/(3.50)	\$5.00
Dock Meters	Monday - Sunday	3.00/(3.50)	\$5.00
Special Event Parking Rate	Monday - Sunday Ramp and East Lot	\$0.00	\$5.00
Special Event Parking Rate *For all day special events	Ramp	\$25.00	
	East Lot	\$25.00	
Parking Permits	Resident	\$20.00	
	Resident – Visitor Pass (available to restricted streets only, max. 5 per household)	\$20.00	
	Resident 75+ one permit at no cost	\$0.00	

	Business - Per Permit	\$225.00	
	Non-Residents - Per Permit	\$225.00	
Valet License	Business - Per Permit	\$750.00	
Note: Residences without a driveway in Permit-Only Parking Zones, as defined in Sec. 32-50 of the City Code, are entitled to a complimentary residential parking permit per vehicle registered to the respective address, up to two per residence on an annual basis. Visitor passes are available at the posted rates."			
Other			
Photo Shoot Permit	Per Day, Per Event	\$100.00	
Record Document Against Property	Recording of Resolution or Agreement in the Chain of Title	\$175.00	
		Amount	If Pd after 4/1
Refuse Collectors	Annually	\$275.00	\$412.50
	Per Vehicle Sticker	\$25.00	\$37.50
Sale of City Street Sign	Per Street Sign	\$25.00	
Tobacco License	Annually	\$325.00	\$487.50
Trolley License	Annually	\$50.00	

Park Related		Fee Per Day	-
Special Event Permits	Event on City Property – Level 1	\$150.00	\$250.00 with Pavilion
	Event on City Property – Level 2 & 3	\$1,000.00	\$1,100.00 with Pavilion
	Pavilion Rental	\$125 resident \$200 non- resident	
	Plaza Rental	\$125 resident \$200 non- resident	
	Green Room Rental	\$75	
	Event on City Property	\$1,200	
	Wedding Ceremony Fee	\$500.00	
	Wedding Reception Fee	\$1,000.00	
	Events that Only Use Ball Field or Tennis Courts	\$60 per-shift	-
	Athletic Event that Only Uses Streets	\$250.00	-
	Athletic Event that Uses Streets and The Commons or City Parking Lot	\$1,000.00	-
	Event that requires road closure or no parking on streets (includes parades)	\$500	
	Water Street and/or Sidewalk Closure	\$1,000.00	-
	Parade	\$60.00	-
	Events on Private Property (daily rate)	\$100.00 (up to 12 days for a maximum of \$300)	-

			-
	Add On – Serving Alcohol on City Property	\$250.00	-
	Add On – Ticketed Event	\$1 per ticket	-
	Add On – Reserve Parking Meters(s)	\$50 per space	-
	Late Fee	\$100	-
	Damage Deposit for The Commons – Level 1	\$150	-
	Damage Deposit for The Commons – Level 2	Up to \$1,000	-

Building Permit Related	Type of Fee	Amount
Total Building Permit Fee = Building Permit Fee (if applicable) + Admin Fee + MN State Surcharge		
Building Permits- Administrative fees	Administration Fee – Residential	.50% of value of job. Min. \$5.00 Max. \$100.00
	Administration Fee – Commercial	1.5% of value of job. Min. \$5.00 Max. \$200.00
Building Permits – Fee based on project	\$1.00 - \$500	\$25.00 \$40.00
	\$501.00 to \$2,000	\$25.00 for 1st \$500 of value plus \$3.25 for ea. Add'l \$1,000 of value and fraction thereof up to and including \$2,000. \$40.00 + \$3.50 for ea. Add'l \$100 of value

	\$2,001 to \$25,000	\$73.75 for first \$2,000 plus \$14.75 for ea. Add'l \$1,000 of value and fraction thereof including \$25,000. \$92.50 + \$16.50 for ea. Add'l \$1,000 of value.
	\$25,001 to \$50,000	\$413 for first \$25,000 plus \$10.75 for ea. Add'l \$1,000 of value and fraction thereof including \$50,000. \$431.75 + \$11.75 for ea. Add'l \$1,000 of value
	\$50,001 to \$100,000	\$681.75 for first \$50,000 plus \$7.50 for ea. Add'l \$1,000 of value and fraction thereof including \$100,000. \$725.50 + \$9.50 for ea. Add'l \$1,000 of value
	\$100,001 to \$500,000	\$1,056.75 for first \$100,000 plus \$6.00 for ea. Add'l \$1,000 of value and fraction thereof including \$500,000. \$1,200.50 + \$6.5 for ea. Add'l \$1,000 of value
	\$500,001 to \$1,000,000	\$3,456.75 for first \$500,000 plus \$5.00 ea. Add'l \$1,000 of value and fraction thereof including \$1,000,000. \$3,800.50 + \$5.50 for ea. Add'l \$1,000 of value

	\$1,000,001 and Up	\$5,956.75 for first \$1,000,000 plus \$4.25 for ea. Add'l \$1,000 and fraction thereof. \$6,550.50 + \$4.50 for ea. Add'l \$1,000 of value
Building Permit	Plan Review Fee	65% of building permit cost
MN State Surcharge	Building, Mechanical, & Plumbing Permits	\$.50 minimum - .0005 times valuation of job
Building Permit	Historic Designated Property	50% of building permit cost
Building Permit Engineering Fee	Engineering Fee – Single Family Addition	\$100.00
After the Fact Applications		Double Permit Fee
Building Permit – Escrow Deposits	Escrow – Construction Management	\$2,000.00
	Escrow – Stormwater Management	\$2,000.00
Construction Area Permit	30 Days	\$120.00
	90 Days	\$240.00
	72 Hours	\$80.00
Demolition Permit	Principal Building – removal of 50% or more of exterior wall area	\$1,250.00
	Principal Building – removal of less than 50% of exterior wall area	\$200.00
	Interior Demolition	\$200.00
	Accessory Structures Demolition	\$100.00
Dumpster	On Public Property – Per 30 Days	\$80.00

Driveway/Sidewalk/Curb & Gutter Permit		\$125.00						
Fire Protection Systems Permit Fire Permit – Permit fee + plan review fee	Based on Valuation	Use Building Permit Fee Schedule Based on Valuation – Use Building Permit Fee Schedule Minimum \$50						
	Fire Permit Plan Review	65% of building permit cost						
Mechanical Permits- Residential	Base Fee	\$50.00						
	Furnace, Boiler, and A/C Replacement	Base Fee + 1.25% of Valuation						
	Addition of A/C	Base Fee + 2.00% of Valuation						
	Central System (New Construction)	Base Fee + 2.00% of Valuation						
	Additions	Base Fee + 2.00% of Valuation						
	Gas Piping – Fireplace	Fireplace 2% of Valuation						
	— First 3 Units	Base Fee + \$7.50						
	— Each Add'l Unit	Base Fee + \$4.50						
	Water Softener and/or Heater Only	Base Fee + \$15.00						
Mechanical Permits – Commercial	Based on Valuation	Use Building Permit Fee Schedule Minimum Fee \$50						
	Plan Review Fee	65% of Mechanical Permit Cost						
Plumbing Permits – Residential	Base Fee	<table><tr><td>\$1 to \$1,000</td><td>\$77</td></tr><tr><td>\$1,001 to \$5,000</td><td>\$77</td></tr><tr><td>\$5,001 to 10,000</td><td>\$170 plus 2.70% of the value over \$5,000</td></tr></table>	\$1 to \$1,000	\$77	\$1,001 to \$5,000	\$77	\$5,001 to 10,000	\$170 plus 2.70% of the value over \$5,000
\$1 to \$1,000	\$77							
\$1,001 to \$5,000	\$77							
\$5,001 to 10,000	\$170 plus 2.70% of the value over \$5,000							

		<table><tr><td>\$10,001 to \$25,000</td><td>\$309 plus 2.35% of the value over \$10,000</td></tr><tr><td>\$25,001 to \$50,000</td><td>\$677 plus 2.14% of the value over \$25,000</td></tr><tr><td>\$50,001 and up</td><td>\$1,234 plus 1.8% of the value over \$50,000</td></tr></table>	\$10,001 to \$25,000	\$309 plus 2.35% of the value over \$10,000	\$25,001 to \$50,000	\$677 plus 2.14% of the value over \$25,000	\$50,001 and up	\$1,234 plus 1.8% of the value over \$50,000
\$10,001 to \$25,000	\$309 plus 2.35% of the value over \$10,000							
\$25,001 to \$50,000	\$677 plus 2.14% of the value over \$25,000							
\$50,001 and up	\$1,234 plus 1.8% of the value over \$50,000							
	Per Fixture	\$8.50						
Plumbing Permits- Commercial	Based on valuation	Use Building Permit Fee Schedule Minimum Fee: \$77						
Right-of-Way Management Permit	Registration Fee	\$40.00						
Plumbing		65% of plumbing permit cost						
	Excavation Permit -							
	Hole (Each)	\$125.00						
	Emergency Hole (Each)	\$50.00						
	Trench	\$125.00 Plus \$70/100 Lin. Ft.						
	Obstruction Permit	\$50.00 plus						
	Obstruction Permit	\$.05 per Lin. Ft.						
	Permit Extension Fee	\$50.00						
	Delay Penalty – up to 3 days late	\$50.00						
	Additional Fee After 3 Days	\$10.00/day						
Sewer Availability Charge	Per MCES Determination – Per Unit	\$1,000.00						
Street Excavation Permit		\$125.00						
Street Impact Fee	Building Permits with Valuations more than \$400,000	\$800.00						
Street Use Permit	30 Days	\$80.00						

	60 Days	\$160.00
	90 Days	\$240.00
Stormwater Review	Residential	\$125.00
	As-Built/Final Site Plan Review-1 hour includes one revision and resubmittal	\$125.00
	Additional time, each hour spent	\$125.00
Water and Sewer Connection	Temporarily Connect/Disconnect Service	\$100.00
Water and Sewer Inspection		\$100.00
Water Availability Charge	Per MCES Determination – Per Unit	\$2,000.00

Planning and Zoning Related		Fee
Residential Review Permit		\$600.00
Residential Review Permit	Application Escrow Deposit	\$500.00
Amendment to Zoning Map	Commercial	\$400.00
	Residential	\$400.00
Amendment to Zoning Ordinance	-	\$700.00
Appeal of Administrative Decision		\$450.00
Comprehensive Plan Amendment		\$1,000.00
Conditional Use Permit	Commercial	\$750.00 \$950
	Residential	\$600.00 \$700
Design Standards Review	Remodel	\$500.00
	New Construction	\$600.00
	Amendments to Plan	\$400.00
Pre-Application Meeting with City Architect		\$125.00
Development Agreements	Cost of Public Improvements	5% of total construction cost
Escrow Requirements for Land Use Applications		Variable
Interim Use Permits	Commercial	\$400.00
	Residential	\$200.00

Park Dedication Fee	Commercial	\$1,500.00 min. or 3.5% of the new market value, whichever is greater
	Residential	\$1,500 per unit
Planned Unit Development	-	-
	Preliminary Plan	\$950.00
	Final Plan	\$750.00
HPC Site Alteration Permit	Additions or New Construction in the Downtown Historic District	\$200.00
Site Plan Review	Commercial	\$500.00
	Residential	\$400.00
Sketch Plan Review		\$200.00
Subdivision	Administrative Subdivision + Lot Combination	\$500.00
	Sketch Plan	\$200.00
	Preliminary Plat	\$750.00
	Final Plat	\$750.00
	Lot Combination/Lot Line Adjustment	\$200.00
Street Vacation	Minimum Application Fee	\$400.00
	Per Benefitting Property	\$75.00
Easement Vacation	Minimum Application Fee	\$300.00
Variance	Commercial	\$750.00
	Residential	\$600.00
Recording Fee		\$175.00
Sign Permit (Permanent)	Based on Valuation Utilizing Building Permit Fee Schedule	\$50.00 Minimum \$150
Temporary Sign Permit	Each Sign	\$100.00
Fence Permit	\$75	\$100.00
Zoning Letter		\$60.00 \$125
Tree Removal Permit	Flat Fee Permit	\$100.00

Administrative Enforcement	Type of Violation	Amount
	Violations of Chapter 8 – Buildings and Buildings Regulations	\$200.00
	Violations of Chapter 16 – Environment	\$100.00
	Violations of Chapter 20 – Historic Preservation	\$100.00
	Violation of Chapter 10, Article XXIV- Short Term Rentals	\$1,000 (per day)
	Violations of Appendix E – Zoning Code (except of Section 12-9 Tree preservation and protection)	\$300.00
	Violations of Section 12-9: Tree preservation and protection	\$1000.00 per 4.5” caliper tree replacement as per Section 12-9(g)
	Subsequent Violations	2 nd Citation within 24 months: 50% increase over scheduled civil penalty
		3 rd Citation within 24 months: 100% increase over scheduled civil penalty
		4 th Citation within 24 months: 200% increase over scheduled civil penalty
Legal Consultants	Fee Schedule Provided with Application	Actual Cost
Engineering Consultants		\$125
Planning Consultants		\$100

Utility Rates	Service	In City Rate – Per Quarter	Out of City Rate – Per Quarter
Sewer – Commercial	Fixed Charge – Per Meter	\$33.46 \$41.45	\$39.79 \$49.74
	Per 1,000 Gallons – Based on Water Usage	\$8.99 \$11.24	\$9.60 \$12
Sewer – Residential	Fixed Charge – Per Meter	\$33.46 \$41.45	\$39.79
	Per 1,000 Gallons – Based on Water Usage (1 st Quarter will be based on actual usage; 2 nd , 3 rd and 4 th quarters will be based on the average of the 1 st quarter.)	\$8.99 \$11.24	\$9.60
Street Lighting	Commercial / Institutional (Per Acre)	\$47.61	
	Commercial – Undeveloped (Per Acre)	\$47.61	
	Residential – Single and Two Family (Per Unit)	\$11.90	
	Residential – Multi-Family (Per Unit)	\$8.91	
Surface Water Quality Management Fee (SWQM)	Port of Excelsior – Commercial Boats – Per Seating Capacity	\$10.91 \$12.55	
	Residential Equivalent Factor (REF)	\$222.25 \$255.59	
	Business/Warehousing/Industrial	2.4 REF's Multiplied By Acreage	
	Commercial	2.3 REF's Multiplied By Acreage	
	High Density Residential	1.7 REF's Multiplied By Acreage	

	Low Density Residential	.25 REF's Per Lot	
	Medium Density Residential	1.1 REF's Multiplied By Acreage	
	Public/Institutional	1.5 REF's Multiplied By Acreage	
Water – Commercial	Fixed Charge – Per Meter	\$56.45	\$67.79
With Irrigation Meter		\$64.92	\$77.96
	Every 1,000 Gallons or Portion Thereof	\$8.19 \$9.42	\$8.75 \$10.06
Water – Commercial	Fixed Charge – Per Meter	\$56.45	\$67.79
Without Irrigation Meter		\$64.92	\$77.96
	0–20,0000 Gallons (Per 1,000 Gallons)	\$8.19 \$9.42	\$8.75 \$10.06
	20,000-40,000 Gallons (Per 1,000 Gallons)	\$10.25 \$11.79	\$10.96 \$12.60
	Over 40,000 Gallons (Per 1,000 Gallons)	\$15.35 \$17.65	\$16.41
Water – Irrigation Meters	Fixed Charge – Per Meter	\$56.45	\$67.79
		\$64.92	\$77.96
	0-20,000 Gallons (Per 1,000 Gallons)	\$8.19 \$9.42	\$8.75 \$10.06
	Over 20,000 Gallons (Per 1,000 Gallons)	\$15.35 \$17.65	\$16.41 \$18.87
Water - Residential	Fixed Charge – Per Meter	\$56.45	\$67.79
		\$64.92	\$77.96
	0–20,0000 Gallons (Per 1,000 Gallons)	\$8.19 \$9.42	\$8.75 \$10.06

	20,000-40,000 Gallons (Per 1,000 Gallons)	\$10.25 \$11.79	\$10.96 \$12.60
	Over 40,000 Gallons (Per 1,000 Gallons)	\$15.35 \$17.65	\$16.41 \$18.87
Water - Bulk	Per 1,000 gallons	\$8.74 \$10.06	
Water - Special Request Shut-off	Per Shut-Off/On	\$50.00	
Freeze Kit Use	Per Use	\$100.00	

Adopted by the City Council of the City of Excelsior, Minnesota this 6th day of April, 2026.

Gary Ringate, Mayor

ATTEST:

Hilary Vokovan, City Clerk

Kristi Luger, City Manager

MEMORANDUM

Re: Item 8(f)- February Financials

Date: April 6, 2026

To: City Council

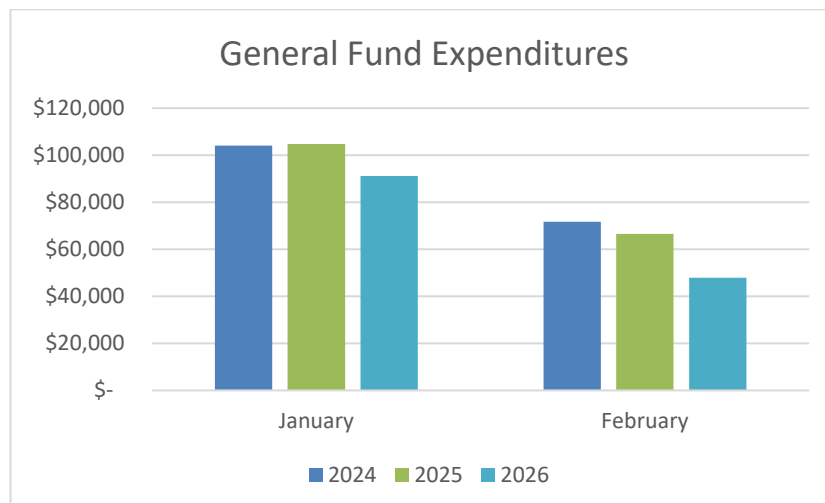
From: Jenny Palmer-Finance Director

General Fund Revenues

The February target budget is 16.66%. Revenues are under budget but just slightly below trend from last year. The first half tax settlement deposit won't happen until June.

GENERAL FUND	<u>BUDGET</u>	FEBRUARY REVENUE	YTD REVENUE	VARIANCE	PERCENT <u>RECEIVED</u>
Taxes and Franchise Fees	2,087,125	11,844	18,366	2,068,759	0.88%
Business Licenses	120,925	1,575	2,525	118,400	2.09%
Non-Business Licenses/Permits	271,050	17,517	37,114	233,936	13.69%
Intergovernmental Revenue	57,000	-	7,223	49,777	12.67%
Charges for Services	73,900	8,693	15,103	58,797	20.44%
Fines	15,000			15,000	0.00%
Water Tower and Kayak Rental	46,500	637	42,972	3,528	92.41%
Park Vendor, Garden and Cemetery Plots	42,000	4,000	5,000	37,000	11.90%
Transfers from Other Funds	625,000			625,000	0.00%
Other Revenue	144,500	3,694	10,855	133,645	7.51%
GENERAL FUND TOTAL	3,483,000	47,960	139,158	3,343,842	4.00%

	February YTD Revenues	Annual Revenues	% of Annual Revenues
2024	\$ 175,750	\$ 3,097,442	5.67%
2025	\$ 171,352	\$ 3,486,562	4.91%
2026	\$ 139,157	\$ 3,483,000	4.00%

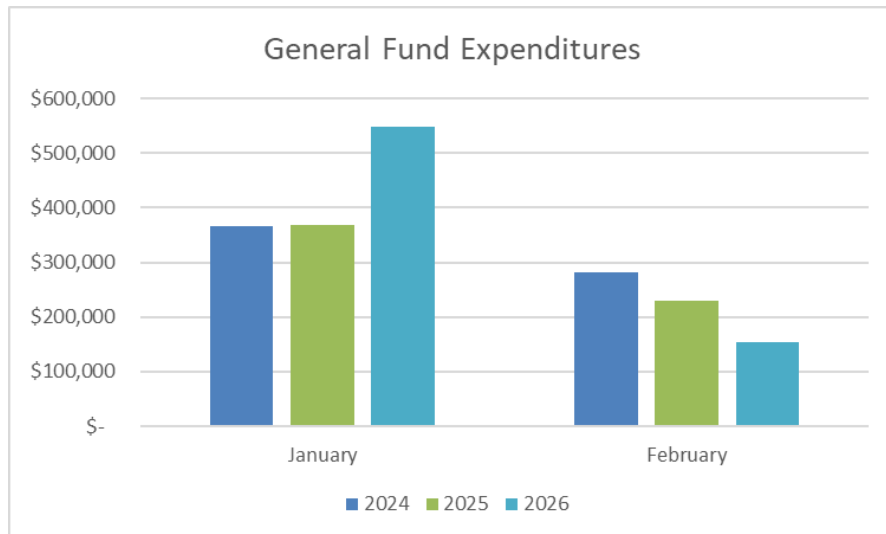


General Fund Expenses

General Fund target expenses are 16.66%, currently expenses are 3.49% over target budget. This is mainly due to quarterly police and fire paid in January. Quarterly police payments didn't start until June 2025 which is why expenses show higher for January than previous years. Also, expenses for Streets are higher due to snow removal and expenses for Planning and Zoning are higher due to additional professional services needed and City Administration expenses are higher due to planning software purchase in January.

GENERAL FUND	BUDGET	FEBRUARY EXPENSE	YTD EXPENSE	VARIANCE	PERCENT EXPENDED
Council	19,469	205	585	18,884	3.00%
City Manager/Clerk	245,652	24,197	49,671	195,981	20.22%
Elections	7,624	-	-	7,624	0.00%
Finance	84,549	6,152	13,506	71,043	15.97%
Planning & Zoning	275,411	28,271	53,475	221,936	19.42%
City Administration	336,653	29,182	70,101	266,552	20.82%
Heritage Preservation	25,500	276	838	24,663	3.28%
Police	1,064,764	6,021	268,664	796,100	25.23%
Fire	361,208	-	89,802	271,406	24.86%
Building Inspections	75,000	-	3,024	71,976	4.03%
Engineering	50,000	4,036	5,905	44,095	11.81%
Streets	308,302	22,435	57,491	250,811	18.65%
Park Maintenance	528,368	29,293	67,589	460,779	12.79%
Recreation Program	500	-	458	42	91.60%
Trees and Plantings	100,000	4,021	20,785	79,215	20.78%
GENERAL FUND TOTAL	3,483,000	154,089	701,893	2,781,107	20.15%

	February YTD Expenses	Annual Expenses	% of Annual Expenses
2024	\$ 648,769	\$ 3,097,442	20.95%
2025	\$ 598,177	\$ 3,346,062	17.88%
2026	\$ 701,893	\$ 3,483,000	20.15%

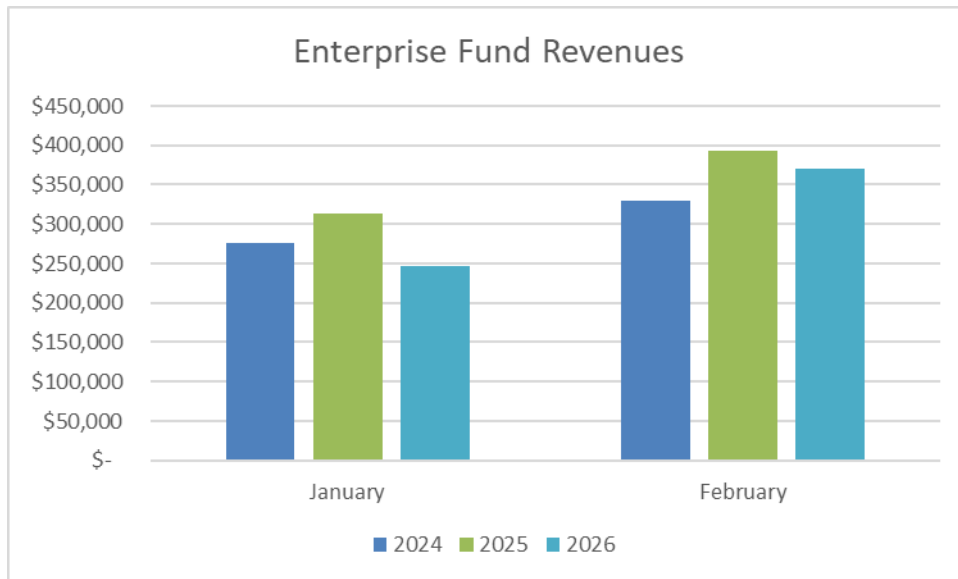


Enterprise Funds Revenue

The Enterprise Fund revenues are based on the proposed rate increases included in the 2026 fee schedule resolution. Revenues are slightly over budget due to fourth quarter 2025 utility bills due in February.

	<u>BUDGET</u>	<u>FEBRUARY REVENUE</u>	<u>YTD REVENUE</u>	<u>VARIANCE</u>	<u>PERCENT RECEIVED</u>
Water Fund	1,379,370	110,991	211,757	1,167,613	15.35%
Sewer Fund	1,030,096	75,752	159,890	870,206	15.52%
Street Lighting Fund	76,000	9,517	17,057	58,943	22.44%
Docks Fund	537,007	129,805	155,158	381,849	28.89%
Surface Water Mgmt Fund	380,400	43,490	73,083	307,317	19.21%
ENTERPRISE FUND TOTAL	3,402,873	369,555	616,945	2,785,928	18.13%

		February	Annual	% of Annual
		YTD Revenues	Revenues	Revenues
2024	\$	606,136	\$ 2,584,550	23.45%
2025	\$	706,276	\$ 2,836,495	24.90%
2026	\$	616,896	\$ 3,402,873	18.13%

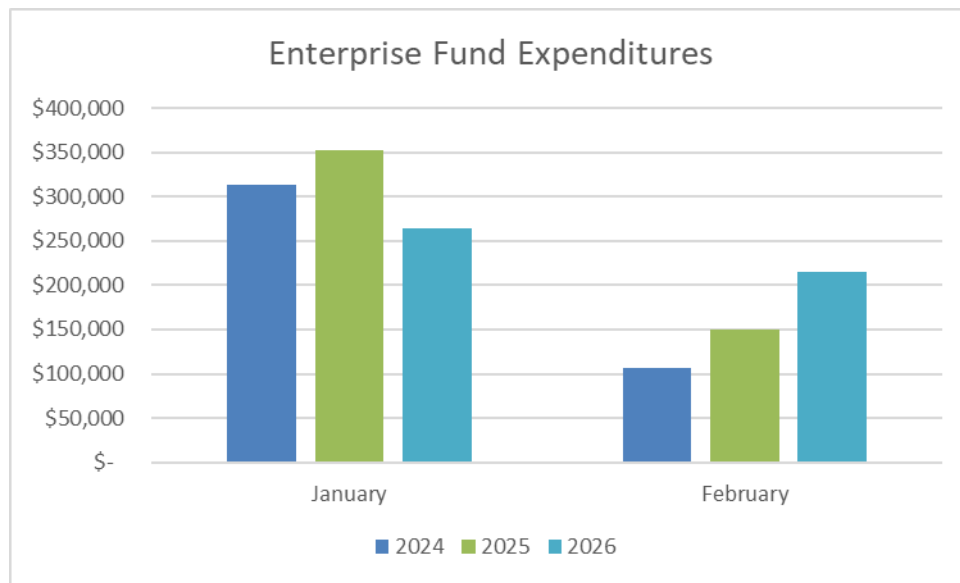


Enterprise Funds Expenditures

The Enterprise Fund expenses are slightly under budget for February.

	<u>BUDGET</u>	<u>FEBRUARY EXPENSE</u>	<u>YTD EXPENSE</u>	<u>VARIANCE</u>	<u>PERCENT EXPENDED</u>
Water Fund	926,074	80,776	183,357	742,717	19.80%
Sewer Fund	1,045,025	77,434	170,204	874,821	16.29%
Street Lighting Fund	91,331	6,084	12,536	78,795	13.73%
Docks Fund	564,892	14,873	32,629	532,263	5.78%
Surface Water Mgmt Fund	430,306	36,141	80,249	350,057	18.65%
ENTERPRISE FUND TOTAL	3,057,628	215,308	478,976	2,578,652	15.66%

		February	Annual	% of Annual
		YTD Expenses	Expenditures	Expenditures
2024	✓ \$	419,492	\$ 2,657,378	15.79%
2025	\$	501,457	\$ 2,449,727	20.47%
2026	\$	478,976	\$ 3,057,628	15.66%



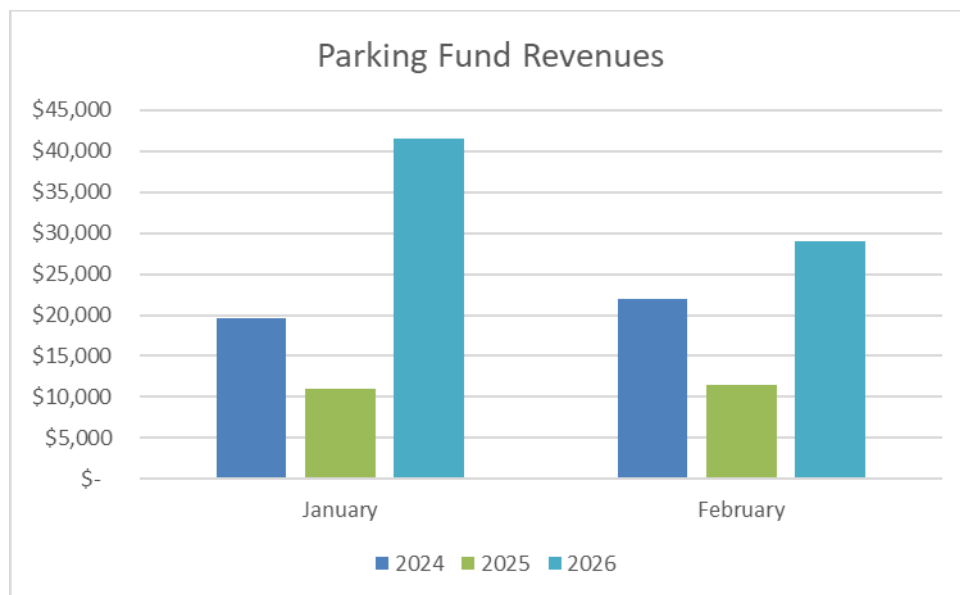
Parking Fund Revenues

The Parking Fund is now tracked as its own fund. The main revenue generating months for parking are May-August. Parking permit revenues are higher than the target budget of 16.66% due to customers renewing their permits in the beginning of the year.

Revenues

PARKING FUND	<u>BUDGET</u>	FEBRUARY REVENUE	YTD REVENUE	VARIANCE	PERCENT <u>RECEIVED</u>
Ramp Revenues					
Special Event Parking	62,200		0	62,200	0.00%
Overnight Resident Parking	12,600		0	12,600	0.00%
Metered Parking	883,000	9,611	36,158	846,842	4.09%
Special Event Parking East Lot & Meters	54,422		0	54,422	0.00%
Parking Permits	25,000	14,028	14,028	10,972	56.11%
Parking Citations	50,000	5,346	8,441	41,559	16.88%
Parking Impact Fees	0	0	0	-	0.00%
Charter Boat Maintenance Fees	30,300		0	30,300	0.00%
Parking Lot Maintenance Fees	45,900	0	11,796	34,104	25.70%
PARKING FUND TOTAL	1,163,422	28,985	70,423	1,092,999	6.05%

	February YTD Revenues	Annual Revenues	% of Annual Revenues
2024	\$ 41,451	\$ 745,122	5.56%
2025	\$ 22,474	\$ 602,394	3.73%
2026	\$ 70,423	\$ 1,163,422	6.05%

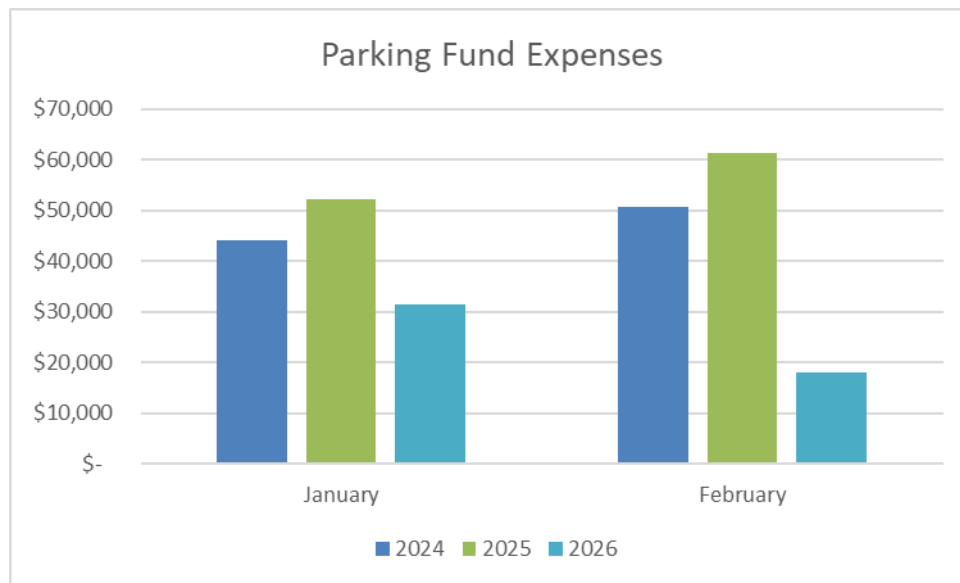


Parking Fund Expenses

Parking expenses are under budget and less than prior years due to bi-annual parking fees that were paid in February with FlowBird. Operator fees are now structured to better match the months with higher revenues.

PARKING FUND	BUDGET	FEBRUARY EXPENSE	YTD EXPENSE	VARIANCE	PERCENT EXPENDED
Ramp Reserves fro Major Repairs	95,502		0	95,502	0.00%
City Staff	96,162	3,885	17,218	78,944	17.91%
Parking Operator	401,150	4,200	7,200	393,950	1.79%
Permitting, Office, Bank Fees, Admin Costs	106,805	9,992	25,087	81,718	23.49%
Downtown Streetscape	35,000	95	95	34,905	0.27%
Transfer to General Fund	350,000		0	350,000	0.00%
Transfer to Debt Service	204,559		0	204,559	0.00%
PARKING FUND TOTAL	1,289,178	18,172	49,600	1,239,578	3.85%

	Februrary	Annual	% of Annual
	YTD Expenses	Expenses	Revenues
2024	\$ 95,044	\$ 587,913	16.17%
2025	\$ 113,595	\$ 685,746	16.57%
2026	\$ 49,600	\$ 1,289,179	3.85%



Capital and Special Revenue Funds

	<u>BUDGET</u>	<u>FEBRUARY ACTIVITY</u>	<u>YTD</u>	<u>VARIANCE</u>	<u>PERCENT EXPENDED</u>
Revenues					
Local Sales Tax - The Commons	802,000	57,201	118,142	683,858	14.73%
Debt Service Funds	1,423,885	5,470	32,293	1,391,592	2.27%
Capital Project Funds	1,430,622	10,293	44,079	1,386,543	3.08%
Expenditures					
Local Sales Tax - The Commons	875,000	-	29,748	845,252	3.40%
Debt Service Funds	1,654,270	-	1,354,160	300,111	81.86%
Capital Project Funds	619,300	36,137	160,395	458,905	25.90%

Revenues:

- Debt Service is under budget for revenue and will stabilize with the June tax settlement.

Expenditures:

- Debt Service Funds are over budget due to principal and interest payments due in January. These funds will stabilize throughout the year.
- Capital Project Fund expenses are related to the purchase of 261 School Ave and are being paid back with bond proceeds.

Council Action: Accept report for filing.



ITEM REPORT

To: City Council

From: Morgan Dawley, City Engineer

Meeting Date: April 6, 2026

Department/Office: Public Works

Item Name: Accept Bids and Award Contract for Division Street Watermain Lining Improvements

Summary:

The Division Street Watermain Lining Project includes improvements on Division Street, south of 3rd Avenue, aimed at extending the infrastructure life of aging watermain pipe and addressing drinking water quality in this area of the City. Improvements consist of watermain lining, hydrant and valve replacement, and restoration of the roadway. A bid alternate for water service material identification in the project area, for identification of lead and galvanized water services as required under federal and state rules is included.

The low base bid of \$402,370.00 is \$17,370.00, or approximately 4% higher than the estimate. The bid alternate was included as a non-essential addition to the bid to include additional work in the way of identifying water service pipe material; this work was not included in the original estimate and is not a core goal or requirement of the immediate project objectives. Water service material identification can always happen later, separately, and the latest information from the Minnesota Department of Health is that as soon as next year there may be grant funding assistance made available to cities to use for water service line material identification. Based on these facts and with the additional cost of the alternate, staff is not recommending award of the bid alternate, however following review with Finance Director and because this project was always planned to be included in the upcoming 2026B bond sale, it is feasible to consider awarding the base bid for this project to complete the most important aspects of the project. The bond debt service for this project is proposed to be funded through water utility funds.

A portion of the Excelsior-owned watermain on Division Street does exist outside the Excelsior city limits and in the City of Shorewood. Prior coordination with City of Shorewood staff has indicated that they are in support of the project and will waive all permit fees to the City of Excelsior for the work within their right-of-way.

Three bids were received, ranging as base bid from \$402,370.00 to \$477,069.00, as shown in the table below.

Contractor	Base Bid	Bid Alternate	Grand Total Bid
Bituminous Roadways, Inc.	\$402,370.00	\$47,025.00	\$449,395.00
Valley Paving, Inc.	\$477,069.00	\$31,290.00	\$508,359.00
Meyer Contracting, Inc.	\$462,320.71	\$55,268.10	\$517,588.81

The attached letter and Bid Tabulation Summary include a description of the bids received and recommendation for award of a contract to Bituminous Roadways, Inc., the bidder with the lowest base bid amount.

Staff recommends Council award of the contract as outlined above.

Recommended Action:

Receive bids and award a contract for the base bid amount of \$402,370.00 to Bituminous Roadways, Inc. for the Division Street Watermain Lining Project.

Budget:

Attachments:

1. WSB Recommendation Letter
2. Bid Tabulation Summary

April 1, 2026

Honorable Mayor and City Council
City of Excelsior
37 Water Street
PO Box 558
Excelsior, MN 55331

Re: Division Street Watermain Lining
City of Excelsior, MN
WSB Project No. 031327-000

Dear Mayor and Council Members:

Bids were received online for the above-referenced project on Thursday, February 19, 2026, and were viewed and read aloud. Three bids were received. It should be noted that the project was bid with a base bid and one alternate for locating and identifying the material of each existing water service, on both the public and private sides.

Please find attached the Bid Tabulation Summary indicating Bituminous Roadways, Inc., Mendota Heights, Minnesota, as the bidder with the lowest base bid in the amount of \$402,370.00 and an alternate bid amount of \$47,025.00, for a grand total bid amount of \$449,395.00.

We recommend that the City Council consider these bids and award a contract for the base bid in the amount of \$402,370.00 to Bituminous Roadways, Inc., based on the results of the bids received.

If you have any questions, please contact me at 608.632.1432. Thank you.

Sincerely,

WSB



Kyle Hoff, PE
Project Manager

Attachment

cc: Kristi Luger, City of Excelsior
Tim Amundsen, City of Excelsior
Morgan Dawley, WSB

srb

Bid Tabulation Summary

Division Street Watermain Lining

City of Excelsior, MN

WSB Project No. 031327-000

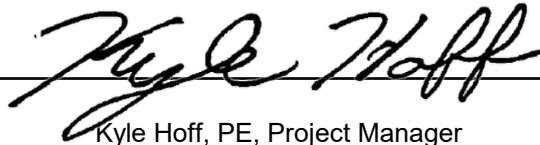
Bids Received Online: Thursday, February 19, 2026, at 10:00 a.m. Local Time



 DENOTES CORRECTED FIGURE

Contractor		Bid Bond (5%)	Addendum Received	Base Bid (Surface & Watermain Imps.)	Bid Alternate
1	Bituminous Roadways, Inc.	X	N/A	\$402,370.00	\$47,025.00
2	Meyer Contracting, Inc.	X	N/A	\$462,320.71	\$55,268.10
3	Valley Paving, Inc.	X	N/A	\$477,069.00	\$31,290.00

I hereby certify that this is a true and correct tabulation of the bids as received on February 19, 2026.


Kyle Hoff, PE, Project Manager

ITEM REPORT

To: City Council

From: Jenny Palmer, Finance Director

Meeting Date: April 6, 2026

Department/Office: Finance

Item Name: 2026 Insurance-Monetary Limits on Municipal Tort Liability

Summary:

As part of the annual renewal application for insurance coverage for the City, the League of Minnesota Cities Insurance Trust (LMCIT) has requested the following decision be made by the City Council prior to the renewal date to avoid the need for later premium adjustments.

Cities obtaining liability coverage from the LMCIT must decide each year whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- If the City does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory limits would apply regardless of whether the City purchases the optional excess liability coverage.
- If the City waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.
- Claims to which the statutory limits do not apply are not affected by this decision.

Staff recommends the Council elect not to waive the statutory tort limits. This has been the practice of previous Excelsior City Councils.

Recommended Action:

Elect to not waive the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

Budget:

Attachments:

None



Item: 8.i.

ITEM REPORT

To: City Council

From: Hilary Vokovan, City Clerk

Meeting Date: April 6, 2026

Department/Office: Administration

Item Name: Resolution 2026-26 Approve the 2026-2029 Residential Waste Reduction and Recycling Grant Agreement with Hennepin County

Summary:

Every three years, the City is required to enter into an agreement with Hennepin County to be eligible for reimbursement for a portion of its recycling costs. The last recycling grant agreement with Hennepin County was termed January 1, 2022 through December 31, 2025.

The County has released the new Residential Recycling Funding Policy that will begin on January 1, 2026 and run through December 31, 2029.

A resolution accepting the agreement and authorizing the Mayor and City Manager to execute the Residential Recycling Grant Agreement is attached.

Recommended Action:

Adopt Resolution 2026-26 Approve the 2026-2029 Residential Waste Reduction and Recycling Grant Agreement with Hennepin County

Budget:

Attachments:

1. Resolution 2026-26 Residential Waste Reduction and Recycling Grant Agreement

Resolution No. 2026-26

**RESOLUTION TO APPROVE THE 2026-2029 RESIDENTIAL WASTE REDUCTION AND RECYCLING GRANT
AGREEMENT WITH HENNEPIN COUNTY**

WHEREAS, pursuant to Minnesota Statutes, Chapter 115A.552, Counties shall ensure that residents have an opportunity to recycle; and

WHEREAS, Hennepin County Board at its November 6th, 2025 meeting adopted a funding policy to continue to fund cities within Hennepin County for the contract period of January 1, 2026 through December 31, 2029; and

WHEREAS, in order to receive grant funds, the City must sign the agreement; and

WHEREAS, the City wishes to receive these grant funds each year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Excelsior, Minnesota, that the City Council accepts the agreement as proposed.

BE IN FURTHER RESOLVED, that the City Council authorizes the Mayor, City Administrator or his designee to execute such Residential Waste Reduction and Recycling Grant Agreement with the County.

Adopted by the City Council of the City of Excelsior, Minnesota, this 6th day of April, 2026.

Gary Ringate, Mayor

ATTEST:

Hilary Vokovan, City Clerk

Kristi Luger, City Manager



Item: 9.a.

ITEM REPORT

To: City Council

From: Jess Long, City Planner

Meeting Date: April 6, 2026

Department/Office: Community Development

Item Name: Resolution 2026-24 - Application for Variances from Front Yard Setback, Height, and Wall Plane Standards for Construction of an Addition at 35 Center Street - 7:30 PM

Summary:

APPLICANT	Jarod Blackowiak, 271 Hidden Lane, Chanhassen, MN 55317
PROPERTY OWNER	Pam Haugum, Bill Perrin, 35 Center Street, Excelsior, MN 55331
LOCATION	35 Center Street
CASE NO.	PC No. 2026-03
60/120-DAY REVIEW DEADLINE	February 28, 2026 / April 29, 2026 (extension letter sent)

BACKGROUND

The applicant is requesting variances from front yard setback, wall plane, and building height requirements for a second story addition, an attached garage addition, and a ground level addition to be added to an existing single-family home at 35 Center Street. The existing home is located on an 8,712 square foot parcel located in the R2 zoning district. The applicant proposes adding multiple additions to the home to increase living space for the property owners without the need to demolish and rebuild a new larger home. There is a two-story addition proposed that runs along the front and west sides of the existing home. The applicant also proposes adding a single story covered porch addition to the rear of the home. A new tuck under garage will be added to the rear of the home. The tuck under garage will be accessed from the side of the home using a new proposed shared driveway.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission considered a Residential Review Permit application and variance application for 35 Center Street at their February 23, 2026 meeting and opened the public hearing. The applicant and owner spoke and two members of the public spoke: Eric Synder, 25 Center, expressed support for the application. Pamela Miller, 49 Center, expressed support for the project but requested that the proposed cantilever on west side of home be removed so that the already short distance between the subject home and her home would not be decreased. At the meeting, the Planning Commission moved to approve the Residential Review Permit 5-1 (Tyler nay) finding the project's mass and scale to be consistent with the Good Neighbor Guidelines. The Planning Commission also commented that the applicants have worked well with the neighboring properties to try and preserve views of the lake.

Along with approving the Residential Review Permit, the Planning Commission recommended approval of the requested height variance 6-0. The Commission moved to recommend approval of the front yard setback variance 4-2 (Tyler and Muenzberg nay) with the majority finding that the new setback would be similar to neighboring homes and that the design of the second story addition breaks up the front plane of the home. The applicant also requested a side yard variance. The motion to recommend approval did not pass with a vote of 1-5 (Hansen, Malsam, Muenzberg, Neale, and Tyler nay). The proposed plans included a cantilever that encroached two feet into the side yard. After feedback from the Planning Commission, the applicant expressed interest in removing the proposed cantilever and instead requesting a wall plane variance (the cantilever provided the required offset in the wall plane).

The applicant brought a new request for a wall plane variance to the Planning Commission's March 23, 2026 meeting. During the March meeting a public hearing was held for the wall plane variance: no members of the public spoke. The Planning Commission moved to recommend the wall plane variance 5-2 (Tyler and Johnson nay). The Commission commented that the placement of the existing home and the neighboring home will limit the view of wall plane from the public right-of-way.

Recommended Conditions of Approval.

The Planning Commission and staff recommend the following conditions with any approval of this Variance application.

1. The applicant shall obtain all necessary City, watershed district, and other government entity permits and approvals including but not limited to building permits, grading and erosion control plans, etc.
2. The City Engineer shall review and approve the grading plans and ensure conformance with Ordinance requirements.
3. The plans shall be consistent with the survey and plans included in the March 23, 2026 Planning Commission packet.
4. The RRP and Variance shall expire one year from the date of adoption of the resolution if not acted upon.

Recommended Action:

It is recommended that the City Council continue the public hearing, approve the Variance application, and approve Resolution 2026-24.

Budget:**Attachments:**

1. Resolution 2026-24
2. 000. 35_Center_Street_Memo_3_23_26
3. 00. 35_Center_Street_Memo_2_23_26
4. 0. 35 Center Street GNG review
5. 1 Center Street Residential Review Permit Application
6. 2. Design Elements- Written Statement
7. 3. Variance Questions
8. 4. Existing Survey - 35 Center Street Existing.Excelsior
9. 5. Center St Floor Plans
10. 5. Proposed Survey + Site & Grading Plan
11. 6. 2026.02.03_35 Center Street.Excelsior_Driveway Markups
12. 6. Driveway Markups Options
13. 7. Erosion Control Plan Sht1 - 35 Center Street.Excelsior (1)
14. 8. Erosion Control Plan Sht2 - 35 Center Street.Excelsior
15. 9. 35 Center Street_ Exterior Elevations
16. 9. a. 35 Center Proposed home Render
17. 10. Existing Structure Photos- 35 Center
18. 11. Building Permit - Center Street
19. 12. Land Use Application-Center
20. 13. Minnehaha watershed permit - 202 Oak Street and 35 Center Street
21. 14. Tree Removal Permit- Center Street

CITY OF EXCELSIOR
CITY COUNCIL
RESOLUTION NO. 2026-24

A RESOLUTION APPROVING VARIANCES FROM THE FRONT YARD SETBACK, WALL PLANE, AND HEIGHT STANDARDS FOR CONSTRUCTION OF MULTIPLE ADDITIONS ON AN EXISTING SINGLE FAMILY HOME AT 35 CENTER STREET

WHEREAS, Jarod Blackowiak, “Applicant”, 271 Hidden Lane, Chanhassen, MN, 55317 applied for a Residential Review Permit and Variance from front yard setback, wall plane, and building height requirements for the construction of a second story addition to an existing single family home pursuant to Articles 6 and 42 of the Excelsior Zoning Code (“Code”), for the property located at 35 Center Street, Excelsior, P.I.D. # 34.117.23.11.0048 (“Property”); and

WHEREAS, a public hearing for the Variance Application was duly noticed pursuant to Sections 6-6 of the Zoning Code; and

WHEREAS, neighborhood notification and opportunity to be heard for the Residential Review Permit application was duly noticed pursuant to Section 42-7 of the Zoning Code; and

WHEREAS, the Planning Commission approved the Residential Review Permit application with a vote of 5-1 (Tyler nay), and recommended approval of the requested front yard setback variance 4-2 (Tyler and Muenzberg nay), and recommended approval of the building height variance 6-0, and the motion to recommend approval of the requested side yard variance did not pass 1-5 (Hansen, Malsam, Muenzberg, Neale, and Tyler nay) at their meeting on February 23, 2026, (Commissioner Johnson was absent); and

WHEREAS, the Planning Commission recommended approval of the wall plane variance 5-2 (Tyler and Johnson nay) at their March 23, 2026 meeting; and

NOW, THEREFORE, BE IT RESOLVED, that the Variance application for front yard setback, wall plane, and height submitted by the Applicant is hereby approved based on the following:

FINDINGS OF FACT

1. The subject parcel is 8,712 sf and located in the R2 zoning district. The minimum lot size in the R2 district is 10,000 sf.
2. The subject parcel is located at 35 Center Street.
3. There is an existing single family home with a legally nonconforming front yard setback on the parcel.
4. The height of the proposed additions are the same as that of the existing home. Both the existing home and new additions are 32’ 3” tall when measured from the lowest grade within seven feet of the home (946.87 ft) to the roof peak (Sec. 14-1).
5. The proposed front yard setback is 5’7”; the side yard setbacks are 7’6” on the west and 8’2” on the east.; and the proposed rear yard setback is 108’.
6. The proposed building coverage is 1,863.9 sf (21.4% of the parcel) and lot coverage is 2,783.2 sf (31.9% of the parcel). The building and lot coverages meet the ordinance standard.

CONCLUSIONS OF LAW

The application satisfies the criteria for a Variance from the front setback, wall plane, and building height standards pursuant to Section 6-4 of the Code as follows:

1. Is the property owner proposing to use the property in a reasonable manner not permitted by the ordinance?

The addition to the second story, the back yard porch, and the attached garage to an existing single family home are reasonable uses and are permitted in the R2 zoning district.

2. Is the plight of the property owner due to circumstances unique to the property that have not been created by the landowner?

Front yard setback: The purpose of a front yard setback is to ensure that buildings and structures do not encroach into the open space between the right-of-way and the structure and to maintain consistent alignments along the street. The front setback is in alignment with most of the homes on the block. The existing home is located within the front yard setback. The existing first floor of the structure will remain and the addition of a vestibule entrance will decrease the front yard setback from 7' 5" to 5' 7". The vestibule adds visual interest and meets the intent of Good Neighbor Guideline #5 which encourages addition of a front porch. The second story addition will be located in the existing legally nonconforming front yard setback and therefore is expanding that nonconformity. The addition is located in the upper right corner of the home, and does not run across the full front width of the home. The placement of this addition reduces its mass and demonstrates attempt to ensure compatibility with parcel and surrounding structures. The proposed project keeps an existing home, locates the second level additions on the front and side of the home, and prevents additional massing in the rear yard which satisfies neighbors' desire to preserve their views of the lake.

Wall Plane Requirement: The applicant is requesting a wall plane variance for the right side of the home. The new additions increase the length of the wall plane. The purpose of the City's wall plane requirement is to ensure that new buildings and additions do not create long unbroken wall planes that do not match the character of existing historic homes in Excelsior. The applicant originally proposed adding a cantilever to the right side of the home to reduce the unbroken wall plane created by the second story addition. However, the proposed cantilever would have reduced the side yard setback from 7' 6" feet to 5' 6". The proposed wall plane sits close to the neighboring property and home. Because the two homes are situated close to one another and the side yards are small, the side of the subject home is not easily viewed from the street and the impact of the variance is reduced. The need for a variance is caused by the unique circumstances of the property and not the landowner.

Building height: The purpose of the building height standard is to ensure that new homes in Excelsior are compatible with those that exist and to preserve the one and a half and two story character of residential neighborhoods. The height of the existing structure will not increase. and the proposed second story addition will add additional mass within the existing nonconforming height. The natural slope of the property results in a 7' 7" change in elevation from the highest elevation (954.57) to the lowest elevation (946.87) so measuring height from the lowest elevation makes meeting the height standard impossible for a two story structure. The proposed addition expands the existing non-conforming structure height, however the proposed structure continues to have building coverage that is below the maximum allowed by the ordinance. The massing of the proposed structure on the property is compatible with that of surrounding properties. The need for a variance is caused by the unique circumstances of the property and not the landowner.

3. Will the variance, if granted, alter the essential character of the area?

The immediate area is made up of one and a half and two story homes. This is a two story home aligned with most homes on the block. The applicant is adding additional mass in the front yard setback which is similar to the single family home at 19 Center Street. The applicant includes a second story balcony at the front of the home, adjacent to the proposed addition which breaks up the front wall plane and reduces the massing in the front yard setback. The character of the area is not negatively impacted by the proposed additions. The project proposes adding a driveway from Center Street; while the four homes between the subject home and the lake do not have driveways to Center Street, the two homes to the south of 35 Center Street have a shared driveway and the multifamily structure on the corner has a driveway to Center Street.

4. If a variance is granted, will the outcome be (a) in harmony with the purpose and intent of the ordinance, and (b) consistent with the Comprehensive Plan.

The proposal meets the following Goal of the Comprehensive Plan for Residential Areas. City policy supports the enhancement of housing and residential neighborhoods. Goal: Maintain the Community's image and desirability as a great place to live and raise a family by preserving and enhancing the quality, character, safety and appeal of residential neighborhoods and developments, and providing diversity in its housing stock and unit types.

Front yard setback: The intent of the ordinance is to provide open space on the parcel and create uniformity in the streetscape as to how far back homes are set in our residential areas. The proposed plans decrease the front setback of the existing one story home by two feet by adding a vestibule; however, the vestibule increases compatibility with the Good Neighbor Guidelines. The proposed second story addition is within the legally nonconforming setback, however, because the second story addition is located on only one front corner of the home and is compatible with homes on the block, the intent of the front yard setback ordinance is met. It is important to note as well, that added mass at the rear of the home which would have impacted neighbors' views of the lake was avoided.

Wall Plane: The intent of the ordinance is to ensure homes or additions built in Excelsior are compatible with existing homes, many of which were built in the early to mid part of the 20th century and have varied wall plane lengths with architectural variation. The increased wall plane length will not be highly visible from the public right of way and removing the proposed cantilever maintains the conforming side yard. The intent of the wall plane ordinance is met.

Building height: The intent of the ordinance is to ensure homes or additions built in Excelsior are compatible with existing homes, many of which were built in the early to mid part of the 20th century. The city does not want new homes to loom over existing homes. The proposed second story addition is 32' 3" tall and is the same height as the existing roof. Most of the second level addition is on the side of the home and is less visible from the street. The massing at the front of the home is one and a half story and the intent of the height standard is met.

CONDITIONS

1. The applicant shall obtain all necessary City, watershed district, and other government entity permits and approvals including but not limited to building permits, grading and erosion control plans, etc.
2. The City Engineer shall review and approve the grading plans and ensure conformance with Ordinance requirements.
3. The plans shall be consistent with the survey and plans included in the March 23, 2026 Planning Commission packet.
4. The RRP and Variance shall expire one year from the date of adoption of the resolution if not acted upon.

Adopted by the City Council of the City of Excelsior, Minnesota, this 6th day of April 2026.

Gary Ringate, Mayor

Attest:

Hilary Vokovan, City Clerk

Kristi Luger, City Manager



MEMORANDUM

Item 4(b) – Residential Review Permit and Variance
Application for construction of additions

Re:

Date: March 23, 2026]

To: Planning Commission

From: Julia Mullin, Community Development Director
Jess Long, City Planner

APPLICANT: Jarod Blackowiak
APPLICANT ADDRESS: 271 Hidden Ln
PROPERTY OWNER: Pam Haugum, Bill Perrin
LOCATION: 35 Center Street
CASE NO.: PC No. 2026-02
60/120-DAY REVIEW 2/28/2026 and 4/29/2026
DEADLINE:

The Planning Commission considered a Residential Review Permit application and variance application for 35 Center Street at their February 23, 2026 meeting. At the meeting, the Planning Commission moved to approve the Residential Review Permit 5-1 (Tyler nay). The Planning Commission recommended approval of the requested height variance 6-0 and front yard setback variance 4-2 (Tyler and Muenzberg nay). The applicant also requested a side yard variance. The motion to recommend approval did not pass with a vote of 1-5 (Hansen, Malsam, Muenzberg, Neale, and Tyler nay). The proposed plans included a cantilever that encroached two feet into the side yard. After feedback from the Planning Commission, the applicant expressed interest removing the cantilever and instead requesting a wall plane variance. The attached Staff report provides information regarding the new requested wall plane variance, the attached February 23, 2026 packet provides additional information on the project and the previously requested variances. The applicant has not submitted revised plans. Staff has revised the Staff Report to analyze the new wall plane request based on removal of the cantilever shown in the plans reviewed at the February 23, 2026 meeting.

BACKGROUND

The applicant is requesting a variance from wall plane requirements for a second story addition, an attached garage addition, and a ground level addition attached to the side of the existing single-family home at 35 Center Street. The existing home is located on an 8,796 square foot parcel located in the R2 zoning district. The applicant proposes adding multiple additions to the home to increase living space for the property owners without the need to demolish and rebuild the home. There is a two-story addition that runs along the front and west sides of the existing home. The applicant also proposes adding a single story covered porch addition to the rear of the home. A new tuck under garage will also be added to the rear of the home. The tuck under garage will be accessed from the rear or side of the home using a new proposed shared driveway.

Along with the granted height and front yard setback variances, a variance from wall plane requirements is requested. The applicant is removing the proposed two-foot cantilever shown on the west side of the home. The cantilever was added to the home to break up the wall plane. The proposed wall plane will be 33'9" without the cantilever.



DETAILS/ANALYSIS

Standard	Required – R2 District	Existing	Proposed
Minimum Lot Area	10,000 sf	8,712 sf	8,712 sf
Minimum Lot Width	60'	50'	50'
Front Yard Setback*	20-30 feet Front porch may encroach up to 6' into front setback	7' 5"	5' 7"
Rear Yard Setback	35'	121'	108'
Minimum Side Setback	20% of the lot width minus 6 = 7.66'	East 8' 2" West 7' 6"	East 8' 2" West 7' 6"
Maximum Building Coverage	25% of lot area = (2,178 sf)	963 sf (11%)	1,863.9 sf (21.4%)
Maximum Lot Coverage	12% of lot area + 2,100 = (3,155.5 sf) (36.2%)	993 sf (11.4%)	2783.2 sf (31.9%)
Maximum Height	28' (lot width less than 70')	32' 3"	32' 3"
Front Wall Plane	16' max without a 2'x 8' offset	20' 6"	11' 4"
Side and Rear Wall Plane	32' max without a 2'x8' offset	Left side: 26' 11" Right side: 27' Rear: 19' 4"	Left side: 26' 11" Right side: 33' 9" Rear: 26. 6"

Variance Public Hearing

As required by City Ordinance *Appendix E, Section 6-6 – Procedures Variances*, the Planning Commission shall conduct a duly noticed public hearing on the Variance application at their regularly scheduled meeting on Monday, March 23, 2026.

Variance Review Criteria

The Excelsior Zoning Code, per MN Statute, requires that a variance request be evaluated according to the following criteria:

1. Is the property owner proposing to use the property in a reasonable manner not permitted by the ordinance?

The addition of a larger second story, back yard porch, and attached garage to an existing single family home are reasonable uses and are permitted in the R2 zoning district.

2. Is the plight of the property owner due to circumstances unique to the property that have not been created by the landowner?

Wall Plane Requirement:

The applicant is requesting a wall plane variance for the right side of the home. The new additions increase the length of the wall plane. The purpose of the City's wall plane requirement is to ensure that new buildings and additions do not create long unbroken wall planes that do not match the character of existing historic homes in Excelsior. The applicant originally proposed adding a cantilever to the right side of the home to reduce the unbroken wall plane created by the second story addition. The proposed cantilever would have reduced the side yard setback from 7'6" feet to 5'6". The proposed wall plane sits close to the neighboring property and home. This position of both homes will reduce the appearance of the wall plane from the public right of way. The need for a variance is caused by the unique circumstances of the property and not the landowner.

3. Will the variance, if granted, alter the essential character of the area?

The immediate area is made up of one and a half and two story homes. This is a two story home aligned with most homes on the block. The character of the area is not impacted by the proposed additions. Removing the originally proposed cantilever will reduce the encroachment into the side yard. The position of the exiting home and the neighboring property will limit the view of the wall from the public right of way. This will help maintain the character of the area and maintain side yard sizes.

4. If a variance is granted, will the outcome be (a) in harmony with the purpose and intent of the ordinance, and (b) consistent with the Comprehensive Plan.

The proposal meets the following Goal of the Comprehensive Plan for Residential Areas. City policy supports the enhancement of housing and residential neighborhoods. Goal: Maintain the Community's image and desirability as a great place to live and raise a family by preserving and enhancing the quality, character, safety and appeal of residential neighborhoods and developments, and providing diversity in its housing stock and unit types.

Wall Plane: The intent of the ordinance is to ensure homes or additions built in Excelsior are compatible with existing homes, many of which were built in the early to mid part of the 20th century and have varied wall plane lengths with architectural variation. The proposed addition meets the intended uses for the zoning district. The increased wall plane length will not be highly visible from the public right of way and removing the proposed cantilever allows for a conforming side yard. The approval of the variances and the construction of the proposed additions would be in harmony with the purpose and intent of the ordinance and consistent with the Comprehensive Plan.

Recommended Conditions of Approval.

Staff recommends the following conditions with any approval of this Residential Review Permit and Variances:

1. The applicant shall obtain all necessary City, watershed district, and other government entity permits and approvals including but not limited to building permits, grading and erosion control plans, etc.
2. The City Engineer shall review and approve the grading plans and ensure conformance with Ordinance requirements.
3. The plans shall be consistent with the survey and plans included in the February 23, 2026 Planning Commission packet.
4. The RRP and Variance shall expire one year from the date of adoption of the resolution if not acted upon.

RECOMMENDED PLANNING COMMISSION ACTION

The Planning Commission shall hold a public hearing for the Variance application. Staff recommends that the Planning Commission recommend to the City Council approval of the wall plane variance request.



MEMORANDUM

Item 4(b) – Residential Review Permit and Variance
Application for construction of additions

Re:

Date: February 23, 2026]

To: Planning Commission

From: Julia Mullin, Community Development Director
Jess Long, City Planner

APPLICANT: Jarod Blackowiak
APPLICANT ADDRESS: 271 Hidden Ln
PROPERTY OWNER: Pam Haugum, Bill Perrin
LOCATION: 35 Center Street
CASE NO.: PC No. 2026-02
60/120-DAY REVIEW 2/28/2026 and 4/29/2026
DEADLINE:

BACKGROUND

The applicant is requesting approval of a Residential Review Permit (RRP) for a second story addition, an attached garage addition, and a ground level addition attached to the side of the existing single-family home at 35 Center Street. The applicant is also requesting variances from front yard setback, side yard setback, and building height requirements.

The existing home is located on an 8,796 square foot parcel located in the R2 zoning district. The applicant proposes adding multiple additions to the home to increase living space for the property owners without the need to demolish and rebuild the home. There is a two-story addition that runs along the front and west sides of the existing home. The applicant also proposes adding a single story covered porch addition to the rear of the home. A new tuck under garage will also be added to the rear of the home. The tuck under garage will be accessed from the rear or side of the home using a new proposed shared driveway. There is an existing in the rear yard that provides access to Lake Street. The property owner is not proposing to uses this easement; the City will require that the rear easement be vacated if the applicant moves forward with the proposed shared driveway.

The existing home has a 7' 5" legally nonconforming front yard setback that does not meet current zoning district requirements. The applicant is proposing adding a second story addition that would also be within this encroachment. This proposal would expand an existing nonconformity. A proposed vestibule will decrease the front yard setback an additional two feet to 5' 7" from the vestibule to the front property line.

The applicant is also requesting a variance from building height requirements. The home has legally nonconforming height. The 32' 3" height of the structure is not being increased but additional mass is being added within the existing height. A third variance is required from side yard setback requirements. The applicant is adding a two foot cantilever to the west side of the home to break up the wall plane. The side yard will be reduced from 7'6" to 5'6".



1. RESIDENTIAL REVIEW PERMIT APPLICATION REVIEW

NEIGHBORHOOD CHARACTER

The homes adjacent to 35 Center share a similar style and alignment. Several of the homes appear to have non-conforming front yard setbacks that are less than the 20 feet front yard setback required within the R2 district. 35 Center and the immediately adjacent properties have large rear yards that are adjacent to properties fronting Water Street. Homes across the street are on wider lots and are also built close to property line along Center Street.

DETAILS/ANALYSIS

Standard	Required – R2 District	Existing	Proposed
Minimum Lot Area	10,000 sf	8,712 sf	8,712 sf
Minimum Lot Width	60'	50'	50'
Front Yard Setback*	20-30 feet Front porch may encroach up to 6' into front setback	7' 5"	5' 7"
Rear Yard Setback	35'	121'	108'
Minimum Side Setback	20% of the lot width minus 6 = 7.66'	East 8' 2" West 7' 6"	East 8' 2" West 5' 6"
Maximum Building Coverage	25% of lot area = (2,178 sf)	963 sf (11%)	1,863.9 sf (21.4%)
Maximum Lot Coverage	12% of lot area + 2,100 = (3,155.5 sf) (36.2%)	993 sf (11.4%)	2783.2 sf (31.9%)
Maximum Height	28' (lot width less than 70')	32' 3"	32' 3"
Front Wall Plane	16' max without a 2'x 8' offset	20' 6"	11' 4"
Side and Rear Wall Plane	32' max without a 2'x8' offset	Left side: 26' 11" Right side: 27' Rear: 19' 4"	Left side: 26' 11" Right side: 14' 10" Rear: 26. 6"

Exterior Materials: Materials proposed are a combination of stucco and hardie board for the exterior walls and wood for the new porch deck, and MBCI metal panels for the roofing. Applicant can provide additional information as needed.

Landscaping and Tree Preservation: Current plans do not identify any trees for removal.

Grading and Stormwater Management: There is a significant elevation change on this parcel from the front at Center Street to the rear. The natural slope of the property results in a 7' 7" change in elevation from the highest elevation (954.57) to the lowest elevation (946.87). The city engineer has performed a preliminary review of the proposed plans and has expressed concern about slope of the proposed driveway and grading required to access the rear of the property. The city requires driveways have slope no greater than 10%; slope of proposed driveway is greater at this time. The City Engineer also noted that the lower windows on the left elevation may be impacted by the grading required for the driveway. Staff has connected the applicant with the city engineer and understands they are working to respond to the city engineer's comments. Grading and Stormwater plans will be reviewed and approved by City Engineer prior to issuance of the building permit.

Right-of-Way Easement

The applicant has submitted information regarding a right-of-way easement; the easement runs along the rear of the property providing access to Lake Street. The city will require that the easement be vacated if the applicant is granted approval of the RRP and uses proposed driveway to gain access to the attached garage.

Neighborhood Notification and Opportunity to be Heard

As required by Ordinance Section 42-7 (c) *Neighbor Notification and Opportunity to be Heard*, property owners within 500 feet of the property have been mailed notice of the meeting and the opportunity to provide feedback at the regularly scheduled Planning Commission meeting on February 23, 2026.

RRP Criteria

The City Architect's review is attached. The following, in italics, is Planning Review.

- 1. Massing and scale of new structure should be compatible with neighboring structures.**
The proposed new structure is larger than the existing one-story home; however, the new two-story home is compatible with other one and a half and two story homes on the block.
- 2. The size and mass of a new structure should be compatible with the size of the property.**
The lot is smaller than the 10,000 square foot minimum required for properties in the R2 District. The new proposed second level increases the mass of the home but is similar to other homes on the street. The increased mass is broken up by the second story balcony that runs along the front half of the home. In earlier iterations the applicant included a full two story addition along the front; they have reduced this addition to maintain some one story massing at the front.
- 3. A new structure should follow alignments that are predominant on the street and compatible with neighboring properties.**
Adjacent homes on Center Street share a similar alignment. The home to the west is 10.8 feet from the front property line and the home to the east has a front yard setback of 7.5 feet. The slope of the parcel will result in the basement level being partially visible when viewing the home from the side or rear, creating a three story elevation. The narrow parcels and adjacent structures will limit the view of the lower level from the public right-of-way.
- 4. A new structure's design should respect the site's natural slope and features, minimizing cut, fill and retaining walls.**
The existing home is built on a slope. The applicant plans to use the existing home which was built in a way that respects and makes use of the natural slope. Regrading will be required to install the proposed driveway. The City Engineer will review and approve the grading plan and erosion control plan prior to issuance of a building permit.
- 5. Consider front porch element in design of new structures.**
The proposed addition includes a new vestibule added to the front door. The vestibule adds visual interest to the home and breaks up the front wall plane. The vestibule will extend an additional two feet into the front yard setback. A porch addition would require greater encroachment into the front yard setback.
- 6. A new structure should be detailed as four-sided architecture.**
The applicant has worked with City Staff and the City Architect to address wall-plane concerns. The applicant submitted architectural elevations which show the home has been designed to be viewed from multiple angles. It is well detailed on all four sides. The final submitted elevations includes a cantilever and windows to break up wall planes and create a complete four-sided design.
- 7. Consider neighbor views, privacy and sunlight in placement and size of a new structure's elements.**
The footprint of the home will remain mostly the same. Adding a second level will impact the neighbor on either side. However, the building coverage proposed is less than the maximum

allowed. The applicant has been in conversation with neighbors and has worked to reduce the height of the rear porch addition to limit the impact on the neighboring property's view of the lake.

Variance Review Criteria

The Excelsior Zoning Code, per MN Statute, requires that a variance request be evaluated according to the following criteria:

1. Is the property owner proposing to use the property in a reasonable manner not permitted by the ordinance?

The addition of a larger second story, back yard porch, and attached garage to an existing single family home are reasonable uses and are permitted in the R2 zoning district.

2. Is the plight of the property owner due to circumstances unique to the property that have not been created by the landowner?

Front yard setback:

The purpose of a front yard setback is to ensure that buildings and structures do not encroach into the open space between the right-of-way and the structure and to maintain consistent alignments along the street. The front setback is in alignment with most of the homes on the block. The existing home is located within the front yard setback. The existing first floor will remain and the addition of a vestibule entrance will decrease the front yard setback from 7' 5" to 5' 7". The vestibule adds visual interest and meets the intent of Good Neighbor Guideline #5 which encourages addition of a front porch. The second story addition will be located in the existing legally nonconforming front yard setback. The addition is located in the upper right corner of the home, and does not run across the full front width of the home. The placement of this addition reduces its mass and demonstrates attempt to ensure compatibility with parcel and surrounding structures. The proposed project keeps an existing home, locates the second level additions on the front and side of the home, and prevents additional massing in the rear yard which satisfies neighbors' desire to preserve their views of the lake.

Side yard setback:

The purpose of a side yard setback is to ensure that buildings and structures do not encroach into the open space between adjacent properties. The applicant has added a cantilever to the right side of the home to reduce the unbroken wall plane created by the second story addition. The cantilever extends two feet from the existing home. The proposed cantilever will reduce the side setback from 7' 6" feet to 5' 6" Removing the cantilever will require that the applicant request a variance from wall plane requirements. The applicant is preserving the existing home so a recessed 2' x 8' area to satisfy the wall plane standard is not feasible. The need for a variance is caused by the unique circumstances of the property and not the landowner.

Building height:

The purpose of the building height standard is to ensure that new homes in Excelsior are compatible with those that exist and to preserve the one and a half and two story character of residential neighborhoods. The height of the structure will not increase. The existing home is 32' 3" tall when measured from the lowest grade within seven feet of the home (946.87 ft) to the roof peak. The applicant requires a variance because the proposed second story addition will add additional mass within the existing nonconforming height. The natural slope of the property results in a 7' 7" change in elevation from the highest elevation (954.57) to the lowest elevation (946.87). Because of this slope any new two story home would require a

height variance. The proposed addition results in building coverage that is below the maximum allowed. The need for a variance is caused by the unique circumstances of the property and not the landowner.

3. Will the variance, if granted, alter the essential character of the area?

The immediate area is made up of one and a half and two story homes. This is a two story home aligned with most homes on the block. The applicant is adding additional mass in the front yard setback which is similar to the single family home at 19 Center Street. The applicant has added a second story patio to the addition within the front yard setback. The patio breaks up the front wall plane and reduces the massing in the front yard setback. The character of the area is not impacted by the proposed additions. The project proposes adding a driveway from Center Street; while the four homes between the subject home and the lake do not have driveways to Center Street, the homes to the south of 35 Center Street have a shared driveway and the multifamily on the corner has a driveway to Center Street.

4. If a variance is granted, will the outcome be (a) in harmony with the purpose and intent of the ordinance, and (b) consistent with the Comprehensive Plan.

The proposal meets the following Goal of the Comprehensive Plan for Residential Areas. City policy supports the enhancement of housing and residential neighborhoods. Goal: Maintain the Community's image and desirability as a great place to live and raise a family by preserving and enhancing the quality, character, safety and appeal of residential neighborhoods and developments, and providing diversity in its housing stock and unit types.

Front yard setback: The intent of the ordinance is to provide open space on the parcel and create uniformity in the streetscape as to how far back homes are set in our residential areas. The proposed plans decrease the front setback of the existing one story home by two feet by adding a vestibule; however, the vestibule increases compatibility with the Good Neighbor Guidelines. The proposed second story addition is within the legally nonconforming setback, however adds mass there. Because the second story addition is located on only one front corner of the home and is compatible with home homes on the block, the intent of the front yard setback ordinance is met.

Building height: The intent of the ordinance is to ensure homes or additions built in Excelsior are compatible with existing homes, many of which were built in the early to mid part of the 20th century and have modest height. The city does not want new homes to loom over existing homes. The proposed second story addition is 32' 3" tall and is the same height as the existing roof. Most of the second level addition is on the side of the home and is less visible from the street. The massing at the front of the home is one and a half story and the intent of the height standard is met.

Side yard setback: The intent of a side yard setback is to prevent overcrowding and preserve privacy. The existing home meets side yard setback requirements. The applicant is adding a cantilever to the side of the home. The cantilever reduces the setback two feet and prevents the need for a wall plane variance. The reduction in the side setback will not have a large impact on privacy of the adjacent home or cause overcrowding.

The proposed addition meets the intended uses for the zoning district. The approval of the variances and the construction of the proposed additions would be in harmony with the purpose and intent of the ordinance and consistent with the Comprehensive Plan.

Public Hearing

As required by City Ordinance *Appendix E, Section 6-6 – Procedures Variances*, the Planning Commission shall conduct a duly noticed public hearing on the Variance application at their regularly scheduled meeting on Monday, February 23, 2026.

Recommended Conditions of Approval.

Staff recommends the following conditions with any approval of this Residential Review Permit and Variances:

1. The applicant shall obtain all necessary City, watershed district, and other government entity permits and approvals including but not limited to building permits, grading and erosion control plans, etc.
2. The City Engineer shall review and approve the grading plans and ensure conformance with Ordinance requirements.
3. The plans shall be consistent with the survey and plans included in the February 23, 2026 Planning Commission packet.
4. The RRP and Variance shall expire one year from the date of adoption of the resolution if not acted upon.

RECOMMENDED PLANNING COMMISSION ACTION

The Planning Commission shall hold a public hearing for the Residential Review Permit and Variance applications. Staff recommends that the Planning Commission approve the Residential Review Permit application and recommend to the City Council approval of the front yard setback, side yard setback, and building height variance requests.

Excelsior Good Neighbor Guidelines PLAN Review

35 CENTER STREET

02/19/2026

Guidelines (7)	Review Criteria
1. Massing and scale of a new structure should be compatible with neighboring structures	• Ensure that the massing and scale of a new structure is visually compatible with neighboring structures, with special attention to design of upper levels and roofs. • Consider incorporating the following mass mitigation techniques to align with neighborhood patterns: ▪ Street facing gable ▪ One story open front porch ▪ Step-downs ▪ Upper level components that are 1/2 story rather than full story ▪ Roof planes that are broken up (no large unarticulated planes) ▪ Offset structure components to break up bulk and large flat planes (gable and wing) ▪ Separate components by breezeway or one story element ▪ Garage located 60' back from front street ▪ Highly creative design that reduces the perception of bulk ▪ A "tunnel effect," which results from tall walls placed close together, should be avoided through one-story additions or step-backs • Maintain consistency with the street wall on all sides (including corner lots) and design façade width to reflect the established range of neighboring structure widths. • Ensure that the height of a new structure is within the height range of neighboring structures and floor-to-floor heights are compatible with those of neighboring structures. • Position taller portions of a structure away from neighboring structures of lower scale to minimize looming effects and shading of neighboring structures, or step down the structure toward lower-scaled neighboring structures.

The existing house at 35 Center Street is a 1-1/2 to 2-story structure with an enclosed front porch and shed-style dormers extending most of its roof width, facing the street and rear. The house becomes two stories at the rear (2-1/2 with dormer at the rear) due to grade slope and elevation changes. This is a condition and pattern similar to adjacent houses. The project proposes new construction/additions at the front and right side, and expanding the footprint at the rear for a garage below and porch and deck at main level. The footprint location at the house at the front remains substantially the same but has a proposed partial two-story element with one story/second level deck facing the street. A shared side access to the rear tuck-under garage location is proposed.

The site's context along Center Street is varied, with mostly 1-1/2- to two-story houses adjacent and across the street. It has a deep, narrow lot with large open rear yard.

The existing house footprint is relatively close to the front property line (7.4 feet setback) as are the adjacent houses (7.4 and 10.8 feet). Though a partial two-story façade is introduced on the right side of the front elevation, the design retains much of the original one-story front-porch massing with a one story massing and open deck above that extends over half of the front façade. The proposed entrance portico and two story mass relate to the front façade of the adjacent house to the right (49 Center). Overall, the height, massing and scale of the proposed house addition can be seen as compatible with neighborhood context.

2. The size and mass of a new structure should be compatible with the size of the property	• Ensure that the structure's visible building envelope (bulk) is compatible with the property size and with neighboring structures. • Locate the garage to respect existing neighborhood patterns and minimize the garage's impact on structure massing and street face.
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The mass of the house relative to its larger lot size seems reasonably compatible. At the rear (and to a degree at the side & garage elevations) the rear additions step down with the topography reducing the three-story appearance there. Adjacent houses with similar rear-yard topography also expose three levels at their rear elevation.

3. A new structure should follow alignments that are predominant on the street and compatible with neighboring properties	• Respect the established structure location, alignments and open space patterns between neighboring structures when locating a new structure. • Maintain the traditional rhythm of the street face, the orientation pattern and the proportion of built to open space of structures facing the street, including each side of a corner lot. • Design the site footprint of a structure to be compatible with the existing lot coverage pattern of neighboring structures.
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As noted, the existing house sits forward on the site towards the street (about 7.4 foot front yard setback) but the adjacent houses do also (7.4 and 10.8 feet). Except for the proposed portico (an element that helps the design's compatibility with neighboring context) it remains similar to its existing footprint in terms of front alignment/setback. The proposed rear addition footprint area is less than zoning allows, and is similar to several nearby homes on the same side of the street. The proposed alignments seem compatible with neighboring properties.

4. A new structure's design should respect the site's natural slope and features, minimizing cut, fill and retaining walls	• Ensure that grade changes do not change the character of the street face or the relationship of the structure to neighboring structures. • Respect the site's natural slope and minimize cut, fill and retaining walls. • Use structure stepbacks and stepdowns at the slope to break up massing and continuous walls.
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The site's slope is used to create a rear garage structure at the lower level, and a single vs two-story addition at the rear, lessening its impact on neighbors. No new retaining walls are indicated.

5. Consider front porch element in design of new structures	• Use an unenclosed single story front porch to break up a structure's massing on the street face.
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The proposed new front façade is located on the existing house footprint, which is forward on the lot and leaves little room for a traditional front porch. The proposed projecting two-foot deep gabled entrance portico with recessed door helps break up the façade. This entrance element and the proposed two-story gabled massing to its right somewhat relate to the front façade of the existing house to the right (49 Center). The second story deck facing the street helps break up massing and functions (as a porch can) as a street-contributing element.

6. A new structure should be detailed as four-sided architecture	• Use an unenclosed single story front porch to break up a structure's massing on the street face. • Arrange openings to reflect the traditional alignment of openings in neighboring structures to avoid large, unbalanced wall expanses.
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The design detailing, new window location, and siding materials are consistent and well-developed on all sides.

7. Consider neighbor views, privacy and sunlight in placement and size of a new structure's elements.	• Locate decks, balconies, and pools to consider privacy of neighboring properties. • Minimize interruption of the sunlight, skyplane, and views for neighboring structures.
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Consideration has been given in the design and in several subsequent revisions to step down massing and heights at the rear to respond to neighbors' views and other concerns. Window placement generally appears to consider neighbors.



Residential Review Permit Application

350 Highway 7, Ste 230
Excelsior, MN 55331
952-653-3674

Email permit to: permits@excelsiormn.org

APPLICANT INFORMATION		
Name: Jarod Blackowiak	Business Name: Abodie LLC	
Address: 271 Hidden Ln		
City: Chanhassen	State: MN	Zip Code: 55317
Telephone: 952-446-5566	E-Mail:	
OWNER INFORMATION (if different)		
Name: Pam Haugum, Bill Perrin	Business Name: GenVest Partners	
Address: 35 Center St		
City: Excelsior	State: MN	Zip Code: 55331
Telephone: 612-274-2070	E-Mail:	
TYPE OF APPLICATION (check all that apply)		
☐ Sketch Plan	☒ Residential Review Permit	
PROJECT INFORMATION		
Street Address: 35 Center Street	Zoning District (R-1 or R-2): R-2	
Property Identification Number(s) (PIN #s): 3411723110048		
Legal Description (attach if necessary): Addition: Auditor'S Subd. No. 135 Metes & Bounds: N/A		
Description of Proposal (attach additional information if needed): Attached garage addition, second story add and ground level addition on side of the h		
Reason(s) to Approve Request (attach additional information if needed):		

APPLICANT'S STATEMENT

This application should be processed in my name. I have completed all of the applicable filing requirements and, to the best of my knowledge, the documents and information I have submitted are true and correct. I agree to reimburse the City of Excelsior for the costs of professional Engineers and other Consultants hired by the City to review and inspect this proposal when the City is unable to do so with existing in house staff.

Signature: 

Date: 12-30-25

OWNER'S STATEMENT

I am the owner of the above described property and I agree to this application.

Signature: _____

Date: 12-30-25

Please see the attached checklist(s) for a list of plans and other information that must be submitted with this application and for other important information. The checklist must be submitted with the application and the required submittals.

What is a Residential Review Permit and When is a Residential Review Permit Required?

A Residential Review Permit (RRP) requires review and approval by the Planning Commission before the building permit process can proceed forth. An RRP is required for any new construction, addition, or remodeling that results in the increase in volume, change in setbacks, or reorientation of an existing principal structure or accessory structure requiring a building permit.

When do I *not* need an RRP?

An RRP is not required for decks under 48 inches in height; any structure not requiring a building permit; structures requiring a Site Alteration Permit as outlined in Chapter 20 of the City Code; street-facing, single-story porches that are more than 50% open at the perimeter; bay windows and cantilevers not projecting more than two feet from the plan of the façade on which such projection is located; and any minor changes not affecting streetscape elevations or views of any neighboring property as determined by the Zoning Administrator in consultation with the City Architect. Any project that does *not* result in the increase in volume, change in setbacks, or reorientation of a structure requiring a building permit also does not require an RRP.

How is the RRP Reviewed?

The RRP is reviewed by assessing how the proposed application adheres to the “Good Neighbor Guidelines,” which are attached to this document. A pre-application concept review is strongly encouraged prior to submission of the official RRP application. Such plans and elevation drawings need not be construction drawings but should be detailed enough for City staff to determine whether the proposal is likely to meet zoning requirements and the Good Neighbor Guidelines. If there are inconsistencies between zoning requirements and the Good Neighbor Guidelines, the provisions set forth within the Good Neighbor Guidelines prevails. An applicant also has the option to apply for a Sketch Plan Review, which would be reviewed by the Planning Commission to gain feedback on a conceptual application for an additional cost. Once the official and complete submittal for an RRP has been received, the City Architect and City Zoning Administrator review the submitted application and write a report to be reviewed by the Planning Commission, who approve or deny the application. If the applicant disagrees with the determination of the Planning Commission, the applicant may appeal the decision to the City Council.

Do My Neighbors Have a Say in Approval of My RRP Application?

Per the RRP ordinance, it is required that notice be sent to property owners within 350 feet of the property for which an RRP has been submitted. Any person may submit written comments prior to or oral comments or testimony at the meeting at which the RRP application is considered at the discretion of the Planning Commission. While resident input is highly valued, the Planning Commission cannot legally rely solely on resident opinions in making its decision.

Do I Need an Architect or Engineer Prepare My Plans?

The short answer is no. You can prepare your own plans or your contractor or a drafting service can prepare them for you. If your project is very complex, however, you may find it advantageous to hire a professional designer to assist you to help ensure that your design meets the Good Neighbor Guidelines.

How Much Does an RRP Cost?

How much the RRP costs depends on the complexity of your project. An escrow will be required along with an escrow agreement, and the City will draw upon the escrow to pay the costs it incurs in connection with the application.

How Long Does the Approval Process Take?

The Planning Commission must act within 60 calendar days after a complete application is filed. An application may be extended for up to an additional 60 days subject to the requirements of Minn. Stat. § 15.99. City staff and the Planning Commission will do everything they can, however, to process an RRP as quickly as possible.

The following is required for a complete Residential Review Permit submittal:

- ☐ 1. Completed City of Excelsior Residential Review Permit Application Form.
- ☐ 2. Photographs of the existing structure.
- ☐ 3. Existing and proposed survey. Two copies of certificates of existing and proposed surveys. Surveys must comply with Excelsior Zoning Ordinance, Article 9. The survey must show the location of the house and the measurements to all of the lot lines and the top of the foundation height indicated on the survey. Please see Excelsior Zoning Ordinance, Article 14 for information on measurements.
- ☐ 4. Site plan showing existing and proposed trees and landscape buffers; trees proposed to be removed; proposed outdoor deck/patio; and other landscaping features.
- ☐ 5. Floor plans (including dimensions).
- ☐ 6. Wall opening tabulations.
- ☐ 7. Building elevations (indicating building height, measured as indicated in Section 14-1 (b) of the Zoning Code).
- ☐ 8. Architectural elevations showing proposed structure or project in relation to structures on adjacent properties.
- ☐ 9. Electronic copies of the building plans and survey.
- ☐ 10. Residential Review Checklist (attached)

CONTACT INFORMATION

Excelsior City Planner, Julia Mullin, (952) 653-3674, permits@excelsiormn.org

City Architect, Brian Larson, brian@larsonarchitectsllc.com

1. Prevailing neighborhood streetfront

setback: (Guidelines #3 and #7)

Prevailing setback on block (est.) 7' 4"

Average setback on block (est.) 7' 4"

Proposed new house setback 7' 4"

2. Is the pattern of homes on in your neighborhood 1, 1 ½, or 2 stories high?

(Guidelines #1 and #7)

Stories	1	1-1/2	2
House on right	☐	☐	☒
House on left	☐	☐	☒
House to rear	N/A ☐	☐	☐
Prevailing on block	☐	☐	☒
Proposed new house	☐	☐	☒

3. Prevailing front porch pattern in your neighborhood: (Guidelines #1 and #5)

	Front Porch	None
House on right	☐	☒
House on left	☒	☐
House to rear	N/A ☐	☐
Prevailing on block	☒	☐
Proposed new house	☒	☐

4. Prevailing garage location pattern in your neighborhood: (Guidelines #1 and #2)

	1 stall garage	2 stall garage	3 stall garage
House on right	☐	☒	☐
House on left	☐	☐	☐
House to rear	N/A ☐	☐	☐
Prevailing on block	☐	☒	☐
Proposed new house	☐	☒	☐

5. Is the proposed addition or structure compatible in form and detail with the

design character of the main house?

(Guideline #2)

Yes

6. If the proposed addition or structure location, setbacks, size or general design character does not fit prevailing neighborhood patterns, how do you propose to reduce its impact on the neighborhood and streetscape?:

Proposed addition fits the neighborhood

7. Does the proposed addition or structure work with natural slopes and contours of the property? (Guideline #4)

☐ Structure sited parallel to slope

☒ Building designed to reduce cut and fill (minimize retaining walls)

☐ Landscaping incorporated into grading changes

Notes: Building is built into the grade

8. Will the proposed addition or structure significantly affect your neighbor's access to sunlight in adjacent yards, patios or rooms? (Guideline #7)

House to right: No

House to left: No

House to rear: N/A

Notes: The garage addition is designed

9. How will you mitigate any negative sunlight impacts on neighbors? (Guideline #7)

- ☐ Locate structure on lot to minimize impact
- ☒ Adjust building height, or portions of building, to minimize impact
- ☐ Other: _____

10. Will the proposed addition or structure significantly affect your neighbor's privacy? (Guideline #7)

- ☐ House to right: No
- ☐ House to left: No
- ☐ House to rear: N/A

11. How will you mitigate impacts on neighbors' privacy? (Guideline #7)

- ☐ Offset/locate windows to reduce impact
- ☒ Decks, balconies, and pools, as applicable, positioned away from windows of neighboring properties
- ☐ Use landscaping elements for screening
- ☐ Other: _____

12. How is the structure detailed as four-sided architecture?

- ☐ Solid to void ratio is related, and there is consistent detailing on all sides to those of neighboring structures.
- ☒ Openings are arranged to reflect traditional alignment of openings in

neighboring structures to avoid unbalanced solid wall expanses.

13. Have you spoken to your neighbors about the proposed addition or structure?

- ☒ Yes
- ☐ No

RESIDENTIAL DESIGN STANDARDS

In addition to the Good Neighbor Guidelines, the City has additional Design Standards that can be found in Article 41 of the Zoning Ordinance. Any question regarding the Design Standards can be directed to the Planning Director by calling (952) 653-3674.

Single family and multiple family containing up to five units including all new construction and remodeling shall meet the following design standards:

A. Entrances

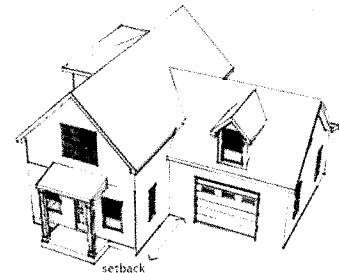
Primary entrances on principal structures shall face the primary abutting public street or be linked to that street by a clearly defined and visible walkway or courtyard. Primary entries shall be clearly visible and identifiable from the street, and delineated with elements such as roof overhangs, recessed entries, landscaping, or similar design features.

B. New construction and remodeling

New construction and remodeling shall relate to the design of surrounding traditional buildings, where these are present. Design features such as similar setbacks, scale, facade divisions, roof lines, rhythm and proportions of openings, building materials and colors are possible design techniques, while allowing desirable architecture innovation, variation, and visual interest. All sides of buildings shall use the same building materials and other architectural treatments as principal facades.

C. Window and door openings

For principal residential buildings, above grade window and door openings shall comprise at least 15 percent of the total area of exterior walls (excluding the area of garage doors) facing a public street or sidewalk. In addition, above grade window and door openings shall comprise at least ten percent of the total area of all exterior walls.



D. Garages

1. Garage doors/street facing building facade. Street facing garage doors shall not exceed 64 square feet each and shall not exceed 50% of the combined façade width of the dwelling and garage; and be recessed at least ten feet from the longest front or side wall plane of the principal building. Side-loaded garages must be recessed at least six feet from the longest front wall plane of a principal building. For tuck-under garages, provide a feature that will provide a shadow line giving the perception that the garage opening is recessed.

2. Garage doors/building design. Garage doors may be located on another side of the dwelling ("side or rear loaded") provided that the side of the garage facing the front street has windows and other architectural details that mimic the features of the living portion of the dwelling.
3. The aggregate footprint or coverage of all garages and accessory buildings shall not exceed 800 square feet.
4. No detached garage shall exceed 768 square feet in floor area on lots of 12,000 or greater, or 624 square feet on lots of less than 12,000 square feet in size.
5. No attached garage shall exceed 800 square feet or 75% of the square footage of the footprint of the principal dwelling, whichever is less.

E. Front, Side and Rear Wall Plane and Wall Height Limitations

1. The length of an exterior front wall of principal structures more than 20 feet in height shall not exceed 16 feet in width on the first floor without a minimum of at least a two-foot deep by eight-foot-wide offset (projecting or recessed) within every 16 feet or less. The length of an exterior front wall of principal structures up to 20 feet in height shall not exceed 24 feet in width on the first floor without a minimum of at least a two-foot deep by eight-foot-wide offset (projected or recessed) within every 24 feet or less. A porch may be utilized in lieu of the required offset.
2. The length of an exterior side or rear wall shall not exceed 32 feet without a minimum of at least a two-foot deep by eight-foot-wide offset (projecting or recessed) within every 32 feet or less. A porch may be utilized in lieu of the required offset.
3. To the extent that any wall height of a new or remodeled structure exceeds 28 feet in height, it shall step back at least two feet for each foot it exceeds 28 feet in height at the point the wall height exceeds 28 feet in height. For purposes of this section, "wall height" shall mean the distance from the place it emerges from the ground to the top of a cornice or a flat roof, to the deck line of a mansard roof, to a point on the roof directly above the highest wall of a shed roof, to the uppermost point on a round or an arch type or to the mean distance of the highest ridge of a pitched, hip, or gambrel roof.

Design Elements Written Statement

35 Center Street, Excelsior, MN 55331

Regionalism

The design of the Center Street residence reflects Excelsior's identity as a lakefront town rooted in craftsmanship and modest architectural expression. The home draws on local traditions of simple, well-proportioned dwellings built to endure the Upper Midwest climate. Natural materials—painted wood siding, stone foundation accents, and a standing-seam metal roof—connect the structure to the regional palette while providing resilience against snow, wind, and seasonal moisture. The gable rooflines and warm neutral colors reference Excelsior's heritage homes, ensuring the new construction feels familiar within its historical context while offering a refined modern sensibility.

Context

Located on Center Street, the property sits among a mix of restored cottages and newer infill homes, each contributing to the town's evolving fabric. The new design maintains this continuity through comparable height, narrow massing, and a welcoming front porch that engages the street. The main entry faces southeast, capturing morning sunlight and soft illumination throughout the day. The design responds to the immediate context by adopting vertical window rhythms and traditional roof slopes, drawing subtle cues from adjacent homes. Elements that do not strengthen the streetscape—such as oversized garage doors or abrupt massing transitions—are intentionally excluded. Throughout the day, sunlight animates the façade with shifting shadow lines from trim and eaves, providing visual depth and connection to the surrounding streetscape.

Scale & Massing

The two-story form maintains a comfortable, residential scale consistent with nearby properties. The home's footprint and roof height align with surrounding structures, ensuring visual harmony along the block. To soften its presence, the second level steps slightly back from the main façade, reducing perceived height from the street. The entry porch, windows, and trim details are scaled for pedestrian engagement, emphasizing approachability and rhythm. The resulting composition feels rooted, proportional, and in keeping with Excelsior's fine-grained urban pattern.

Composition

The building's composition reflects clarity and proportion rather than symmetry alone. The base uses stone and horizontal siding to ground the structure visually. The middle features regularly spaced windows, lending rhythm and balance. The top—the simple gable form—creates a unified silhouette that complements neighboring rooflines. Clean transitions between materials ensure the composition

reads as intentional and restrained. The façade variation comes from light, shadow, and texture rather than decorative complexity.

Hierarchy

The front entry serves as the natural focal point, marked by a modest overhang and wood accents. The roofline and porch direct attention toward this entry, while the garage is set back to reduce its prominence. Lighting and signage are understated, keeping the architecture as the primary expression. Larger wall planes are interrupted with trim, recessed panels, or fenestration to maintain visual interest without competing for attention. The roof is visible but not dominant—serving as a quiet, framing element within the composition.

Color

The color scheme centers on muted neutrals—soft white, taupe, and warm gray—complemented by natural wood tones. These colors were chosen to blend seamlessly with Excelsior's surrounding residential palette and wooded landscape. Accents are reserved for entry details and trim, providing subtle warmth and personality without overt contrast. The result is a calm and cohesive appearance that reinforces the project's timeless aesthetic.

Simplicity

The concept guiding the design is 'refined cottage simplicity.' The home is intentionally composed of a few well-crafted elements rather than an array of competing forms. Every detail—from window trim to railing design—reinforces this idea of craftsmanship and restraint. The building expresses quiet confidence rather than attention-seeking form. Its simplicity ensures long-term relevance and a visual dialogue with Excelsior's enduring architectural traditions.

Summary

The 35 Center Street residence represents a thoughtful, site-specific interpretation of Excelsior's residential character. It respects the city's scale, rhythm, and materials while introducing modern livability and energy performance. Through balanced proportions, craftsmanship, and a calm architectural language, the home strengthens the neighborhood fabric and continues Excelsior's tradition of modest, enduring, and place-based design.

35 Center Street – Variance Request Narrative

City of Excelsior, Minnesota

R-2 Single-Family Residential District

Project & Variance Summary

The subject property is 35 Center Street in the R-2 Single-Family Residential District. The existing home is a single-family residence legally established with a front yard setback of approximately 7 feet, which is nonconforming under current zoning standards that require a minimum 20-foot front setback.

The proposed project includes:

- An attached garage addition,
- A second-story addition above the existing front porch, and
- A ground-level addition along the side of the house.

All proposed additions are designed to remain consistent with the existing front setback condition. No portion of the project extends closer to Center Street than the existing structure.

The applicant requests the following variance:

- Front Yard Setback Variance – To allow the proposed additions within an existing 7-foot front setback where a 20-foot setback is required.

The proposed use remains a permitted single-family residential use; the variance request applies only to dimensional standards.

1. Practical Difficulties Preventing Reasonable Use Without a Variance

Strict enforcement of the front setback requirement creates practical difficulties that prevent reasonable improvement of the property:

- The existing home's legal nonconforming placement at 7 feet from the front property line limits the ability to expand or modernize the structure.
- The proposed second-story addition above the porch and attached garage cannot reasonably be shifted back to meet the 20-foot setback without compromising structural integrity and functional design.
- Requiring full compliance would necessitate removal or substantial relocation of the existing structure, which is neither practical nor consistent with reasonable residential reinvestment.

Without variance relief, the property cannot be improved in a manner consistent with modern single-family living standards.

2. Unique Circumstances Creating the Practical Difficulty

The practical difficulties result from conditions unique to the property:

- Existing Legal Nonconformity: The home was constructed prior to current setback standards and lawfully occupies a reduced front yard setback.
- Lot Configuration and Streetscape: Center Street includes multiple homes developed under earlier zoning regulations with reduced setbacks, establishing a consistent streetscape pattern.
- Structural Constraints: The location of the existing porch and primary structure limits how additions can be reconfigured without major demolition.

These conditions are inherent to the site and not the result of actions by the current owner.

3. How the Zoning Code Deprives the Property of Reasonable Use

The R-2 district anticipates reinvestment and expansion of single-family homes, including attached garages and second-story additions. Denial of the variance would:

- Prevent the homeowner from adding functional living space and a code-compliant attached garage.
- Limit the ability to modernize the home in a way commonly permitted for similar properties.
- Create an unreasonable restriction compared to neighboring homes with comparable massing and scale.

Strict application of the setback requirement would therefore deprive the property of reasonable use enjoyed by others in the district.

4. Minimum Variance Necessary & Alternatives Considered

The requested variance represents the minimum relief necessary:

- No portion of the proposed additions extends closer to Center Street than the existing house.
- The second-story addition is limited to the area above the existing porch rather than across the full footprint.
- The side addition and attached garage are designed to integrate with the existing structure and lot constraints.

Alternatives considered include:

1. Relocating additions to meet setback requirements: This is not feasible due to the existing structure's placement and would require excessive demolition.

2. Detached garage construction: Would reduce usable yard area and create additional site impacts.
3. No expansion: Would prevent reasonable modernization of the home.

Each alternative either increases site impacts or fails to meet reasonable residential needs.

5. The Practical Difficulty Is Not Self-Created

The need for the setback variance arises from the original placement of the home prior to current zoning standards. The homeowner did not create the nonconformity and is proposing improvements that maintain the existing setback condition without increasing encroachment.

6. The Variance Will Not Alter the Essential Character of the Neighborhood

The proposed additions are consistent with the character of Center Street:

- Two-story homes, attached garages, and additions are common in the surrounding area.
- The project maintains the established front setback line along the street.
- Architectural elements and massing will be designed to complement neighboring homes.

The proposal represents a compatible and context-sensitive improvement.

7. No Negative Impact on Public Welfare or Adjacent Properties

Granting the variance will not be detrimental to public welfare:

- No additional encroachment into the front yard is proposed.

- Sightlines, pedestrian safety, and access to public infrastructure remain unchanged.
- The additions will not negatively affect neighboring properties' access to light or air beyond existing conditions.

The project supports continued reinvestment without adverse impacts.

8. Consistency with the Comprehensive Plan

The project aligns with City planning goals by:

- Supporting reinvestment in established neighborhoods.
- Allowing existing homes to adapt to contemporary living needs.
- Preserving neighborhood character while enabling thoughtful growth.

Approval of the variance supports these objectives.

9. Consistency with the Intent of the Zoning Standards

Front setback standards are intended to preserve neighborhood character, spacing, and streetscape consistency. This project upholds those purposes because:

- The existing setback remains unchanged.
- No new encroachments are introduced.
- The additions are designed to be compatible in scale and form.

While the numerical setback standard is exceeded, the intent of the ordinance is satisfied.

Conclusion

The requested front yard setback variance is the minimum necessary to allow a reasonable and well-designed attached garage, second-story porch addition, and side addition on a legally nonconforming lot. The proposal maintains neighborhood character, avoids adverse impacts, and aligns with the City of Excelsior's planning and zoning objectives.

CERTIFICATE OF SURVEY

LAKE AND LAND SURVEYING, INC.

1200 Centre Pointe Curve, Suite 375

Mendota Heights, Minnesota 55120

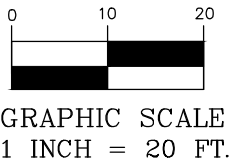
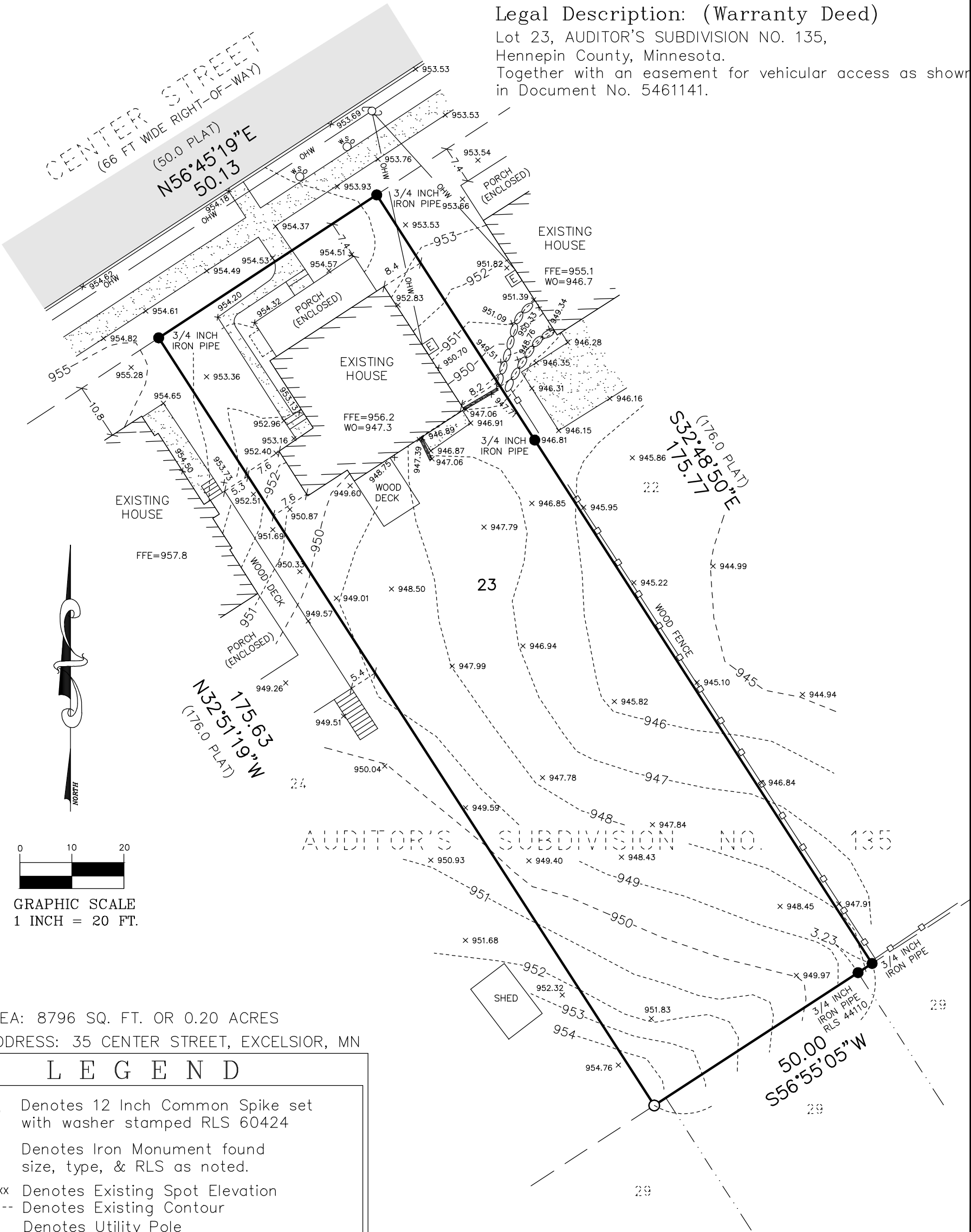
Phone: 651-776-6211

Made For:

Nick Woodward
35 Center Street
Excelsior, MN

Legal Description: (Warranty Deed)

Lot 23, AUDITOR'S SUBDIVISION NO. 135,
Hennepin County, Minnesota.
Together with an easement for vehicular access as shown
in Document No. 5461141.



LOT AREA: 8796 SQ. FT. OR 0.20 ACRES
SITE ADDRESS: 35 CENTER STREET, EXCELSIOR, MN

LEGEND

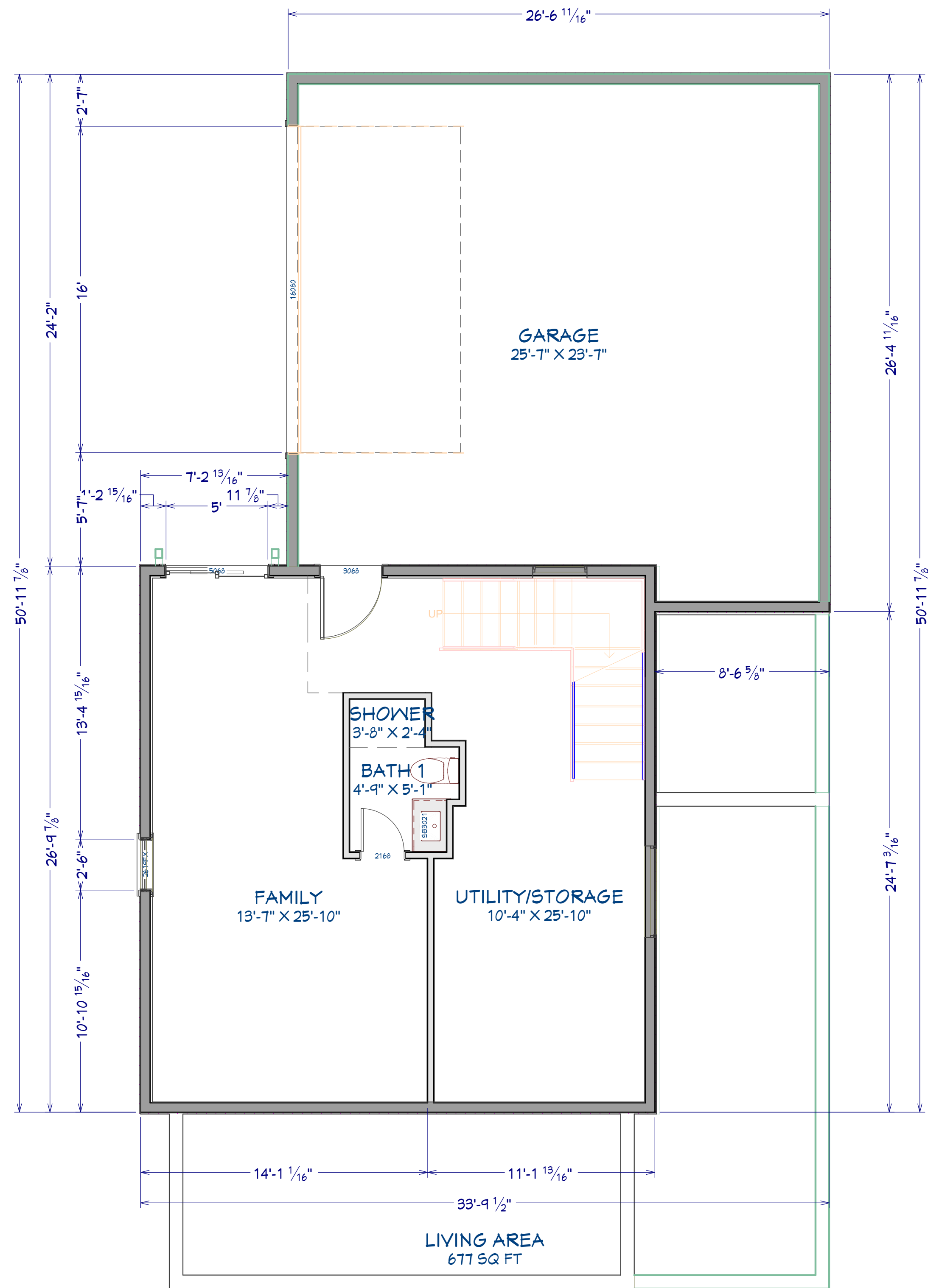
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- Denotes Iron Monument found size, type, & RLS as noted.
- x xxx.xx Denotes Existing Spot Elevation
- xxx--- Denotes Existing Contour
- ⊕ Denotes Utility Pole
- Ⓜ Denotes Gas Meter
- ⓔ Denotes Electric Meter
- Ⓢ Denotes Sanitary Sewer Manhole
- OHV— Denotes Overhead Utility Wires
- Denotes Wood Fence
- Denotes Bituminous Surface
- ▨ Denotes Concrete Surface

BASIS OF BEARINGS: HENNEPIN COUNTY COORDINATES
LAKE & LAND SURVEYING. JOB NO. 2025.299 JK

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota

Ryan M Peterson October 29, 2025

Ryan M. Peterson
Registered Land Surveyor
Minnesota Registration No. 60424



BASEMENT

REVISION TABLE		REVISION BY	DESCRIPTION
NUMBER	DATE		

FLOOR PLANS

35 CENTER STREET

DRAWINGS PROVIDED BY:
ABODIE CO.

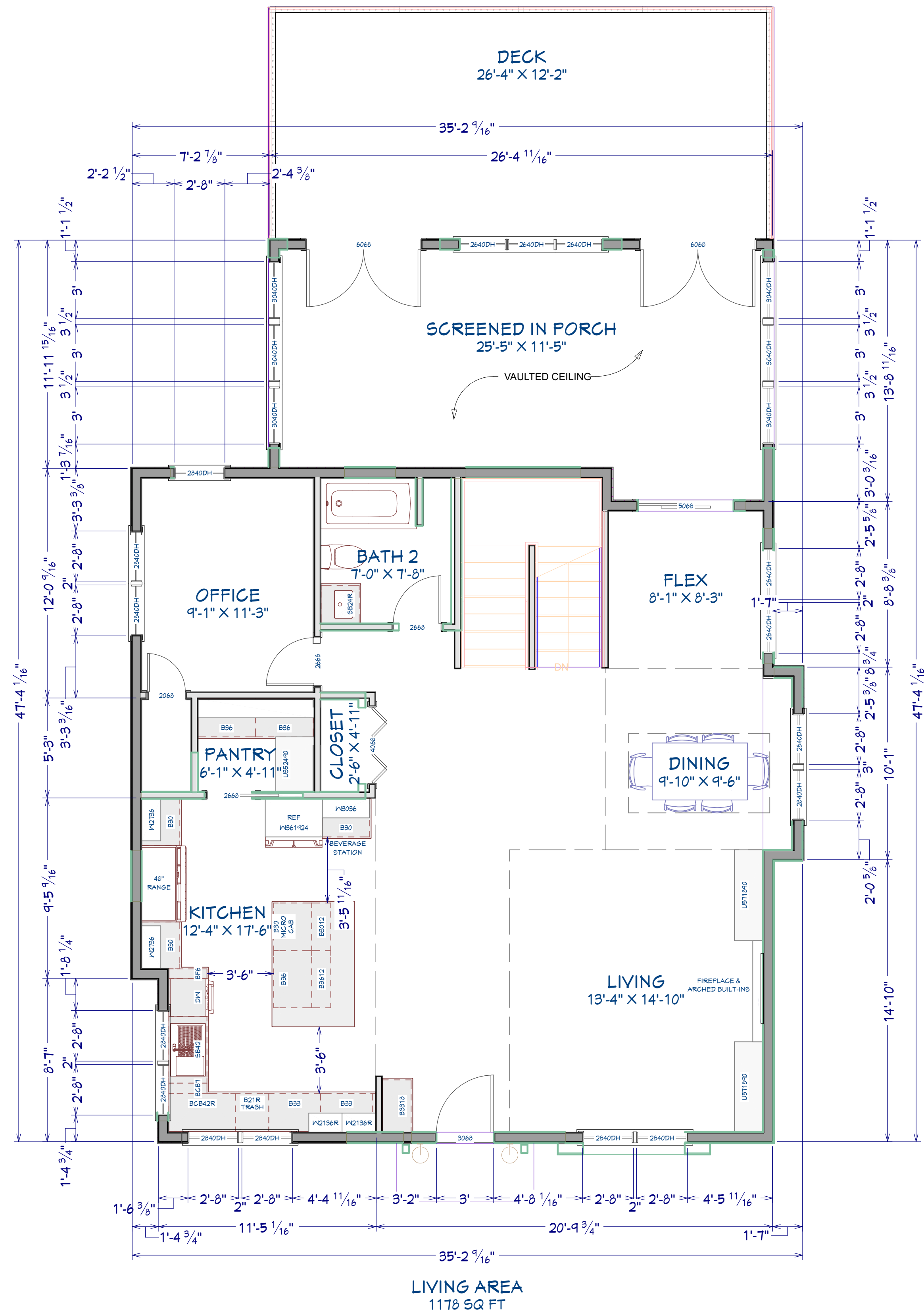
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12/19/2025

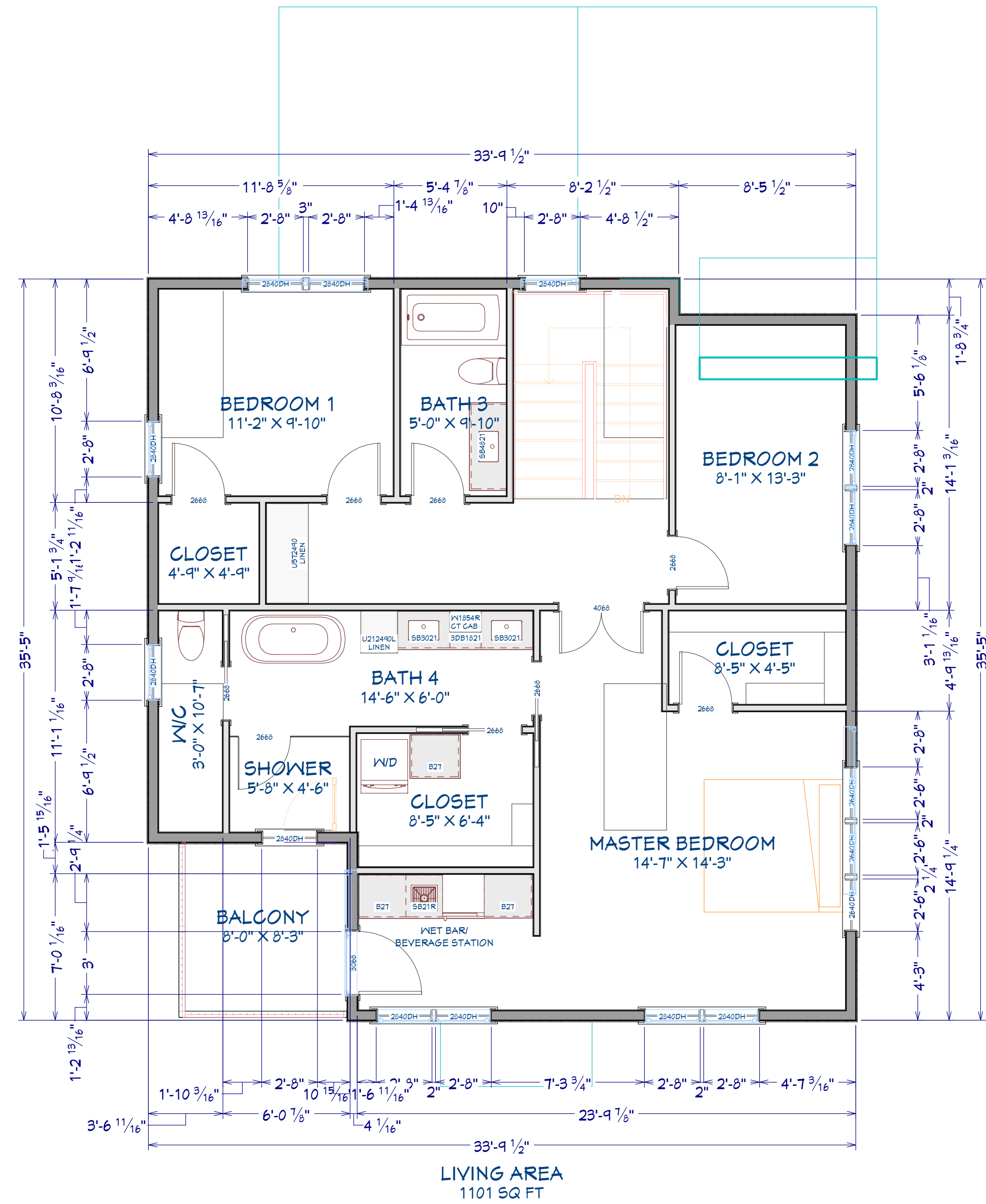
SCALE:

SHEET:

P-1



1ST FLOOR
1/4 IN = 1 FT



UPPER LEVEL

REVISION TABLE		DESCRIPTION
NUMBER	DATE	REVISOR

FLOOR PLANS

35 CENTER STREET

DRAWINGS PROVIDED BY:
ABODIE CO.

DATE:
12/19/2025

SCALE:

SHEET:

SITE & GRADING PLAN

LAKE & LAND SURVEYING, INC.

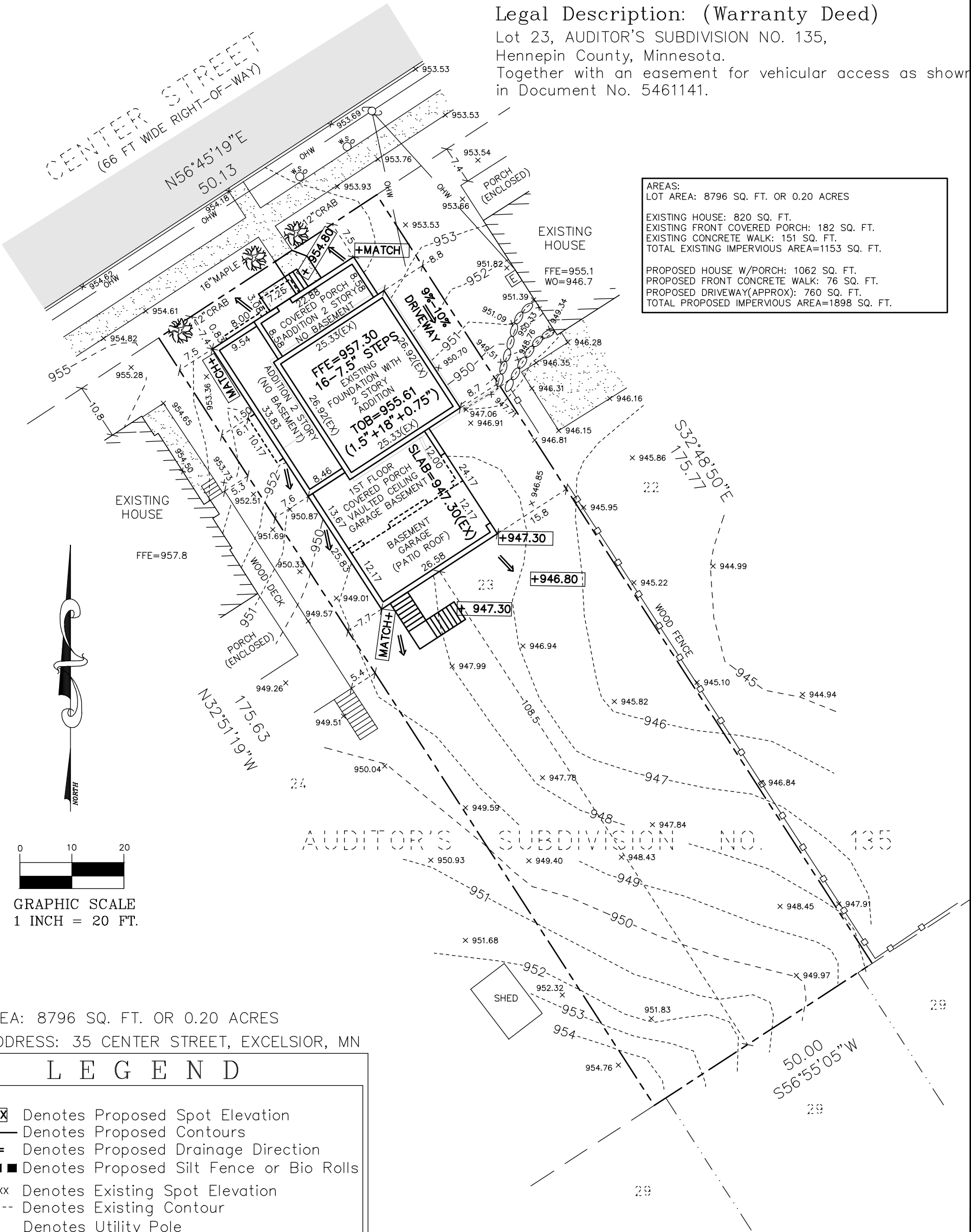
Made For:
Nick Woodward
35 Center Street
Excelsior, MN

1200 Centre Pointe Curve, Suite 375
Mendota Heights, Minnesota 55120
Phone: 651-776-6211

Legal Description: (Warranty Deed)

Lot 23, AUDITOR'S SUBDIVISION NO. 135,
Hennepin County, Minnesota.
Together with an easement for vehicular access as shown
in Document No. 5461141.

AREAS:
LOT AREA: 8796 SQ. FT. OR 0.20 ACRES
EXISTING HOUSE: 820 SQ. FT.
EXISTING FRONT COVERED PORCH: 182 SQ. FT.
EXISTING CONCRETE WALK: 151 SQ. FT.
TOTAL EXISTING IMPERVIOUS AREA=1153 SQ. FT.
PROPOSED HOUSE W/PORCH: 1062 SQ. FT.
PROPOSED FRONT CONCRETE WALK: 76 SQ. FT.
PROPOSED DRIVEWAY(APPROX): 760 SQ. FT.
TOTAL PROPOSED IMPERVIOUS AREA=1898 SQ. FT.



LOT AREA: 8796 SQ. FT. OR 0.20 ACRES
SITE ADDRESS: 35 CENTER STREET, EXCELSIOR, MN

LEGEND

- +XXX.XX Denotes Proposed Spot Elevation
- XXX--- Denotes Proposed Contours
- ← Denotes Proposed Drainage Direction
- ■ ■ ■ Denotes Proposed Silt Fence or Bio Rolls
- x xxx.xx Denotes Existing Spot Elevation
- XXX--- Denotes Existing Contour
- ⊙ Denotes Utility Pole
- ⊕ Denotes Gas Meter
- ⊖ Denotes Electric Meter
- ⊙ Denotes Sanitary Sewer Manhole
- OHW— Denotes Overhead Utility Wires
- Denotes Wood Fence
- Denotes Bituminous Surface
- Denotes Concrete Surface

BASIS OF BEARINGS: HENNEPIN COUNTY COORDINATES
LAKE & LAND SURVEYING. JOB NO. 2025.299 JK

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota

James L. Grams

December 29, 2025

James L. Grams
Registered Professional Engineer
Minnesota Registration No. 49623

CERTIFICATE OF SURVEY

LAKE AND LAND SURVEYING, INC.

1200 Centre Pointe Curve, Suite 375

Mendota Heights, Minnesota 55120

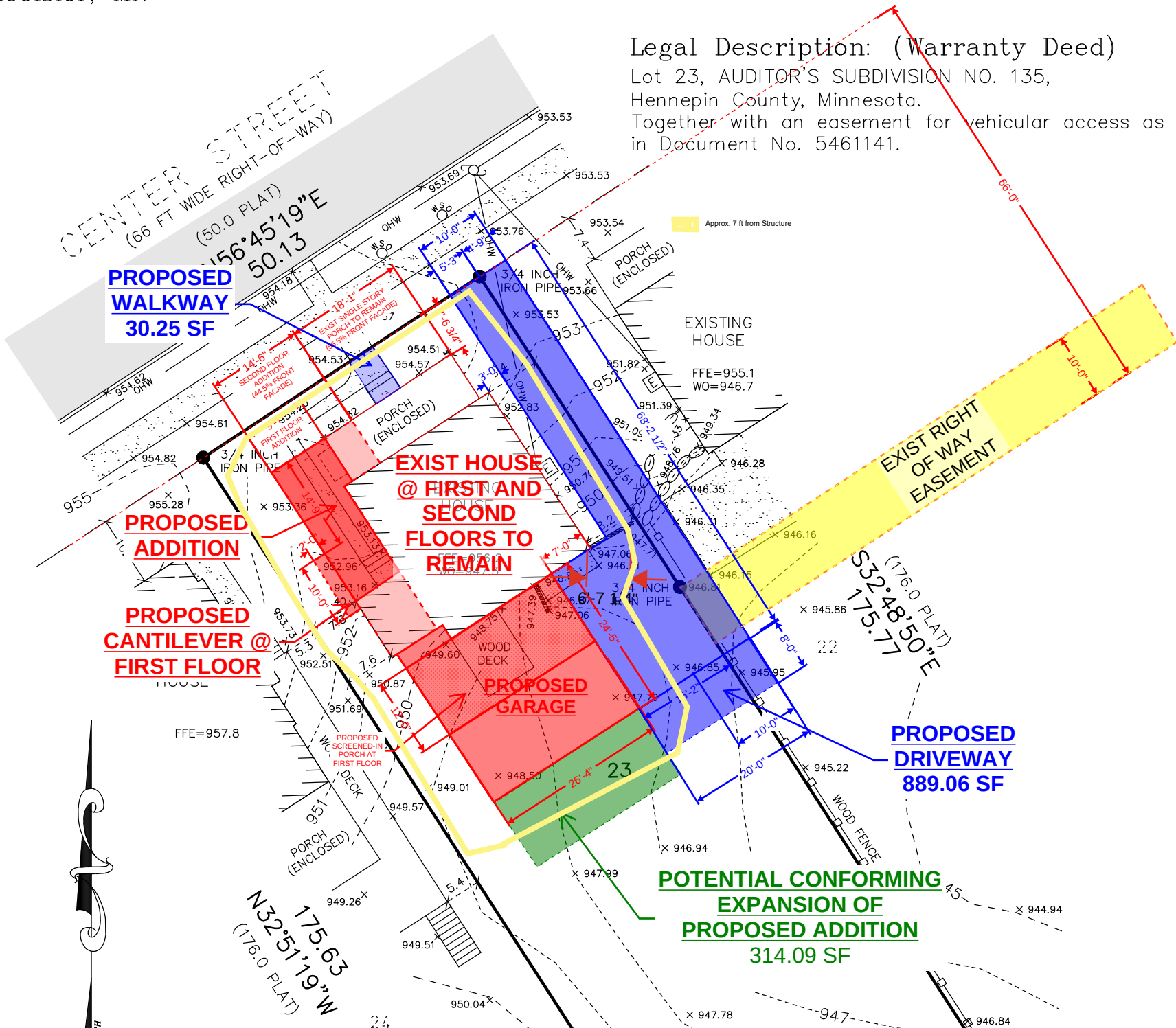
Phone: 651-776-6211

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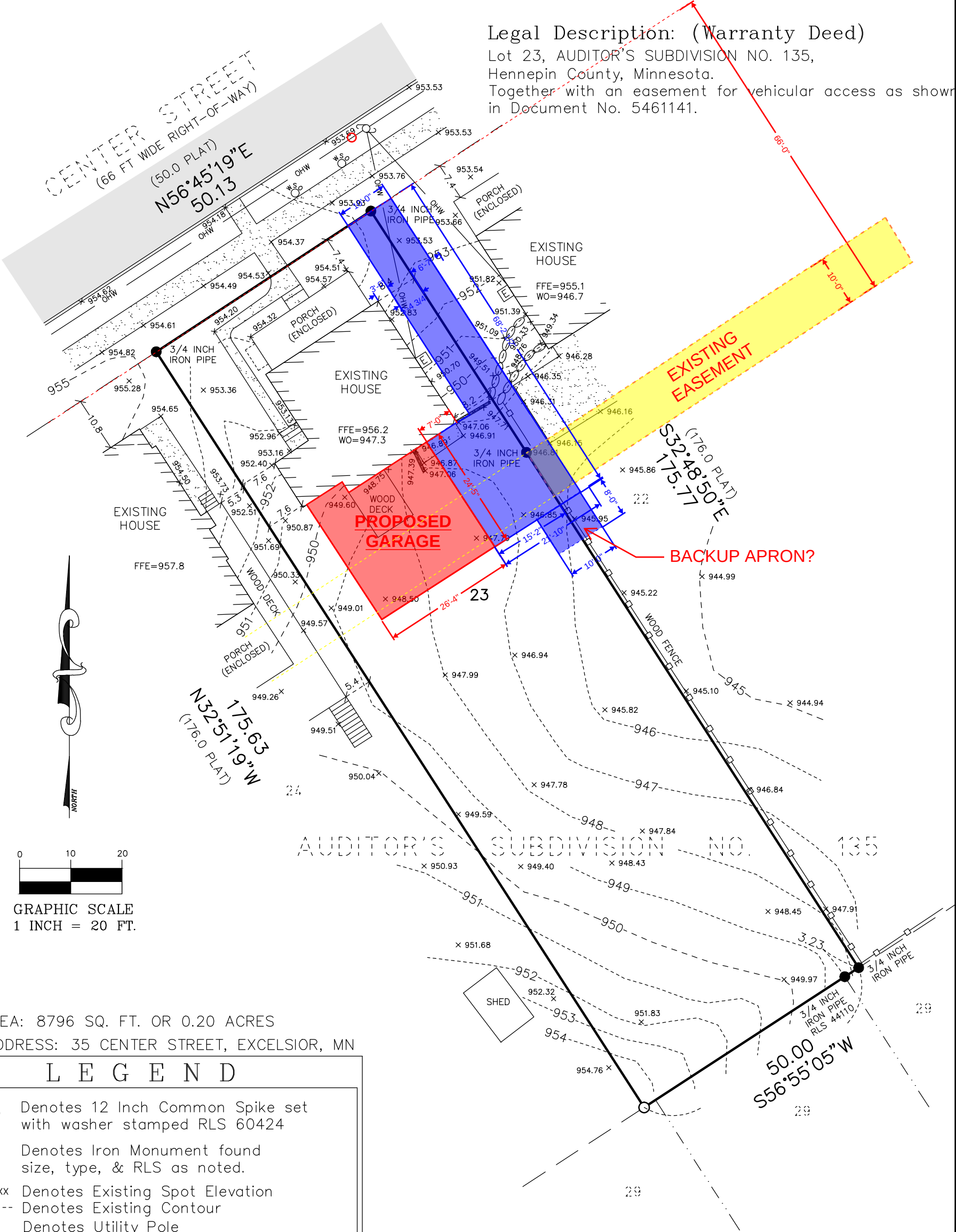
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SITE ADDRESS: 35 CENTER STREET, EXCELSIOR, MN

LEGEND

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BASIS OF BEARINGS: HENNEPIN COUNTY COORDINATES
LAKE & LAND SURVEYING. JOB NO. 2025.299 JK

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Ryan M Peterson October 29, 2025

Ryan M. Peterson
Registered Land Surveyor
Minnesota Registration No. 60424

EROSION CONTROL PLAN

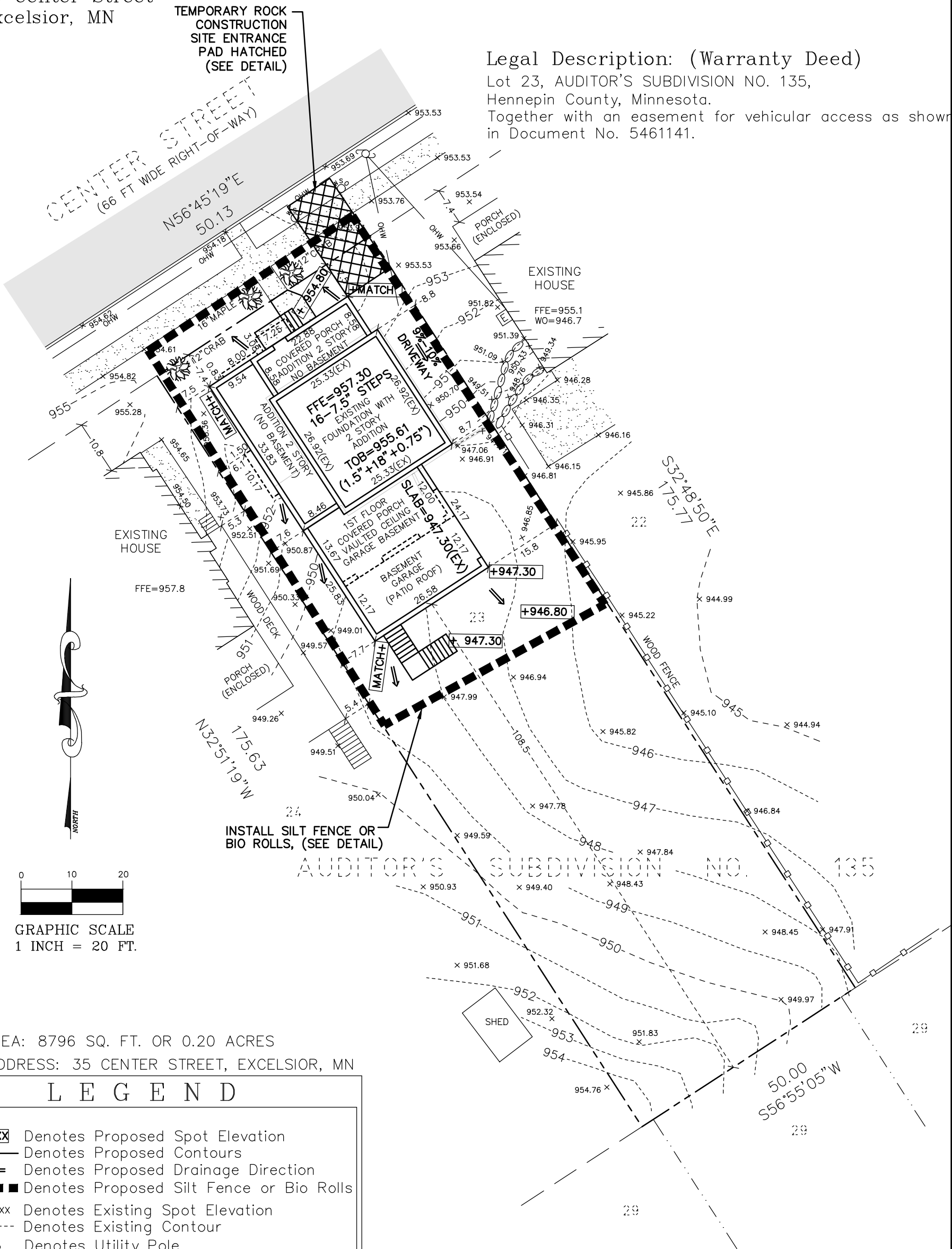
LAKE & LAND SURVEYING, INC.

Made For:
Nick Woodward
35 Center Street
Excelsior, MN

1200 Centre Pointe Curve, Suite 375
Mendota Heights, Minnesota 55120
Phone: 651-776-6211

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Lot 23, AUDITOR'S SUBDIVISION NO. 135,
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Together with an easement for vehicular access as shown
in Document No. 5461141.



0 10 20
GRAPHIC SCALE
1 INCH = 20 FT.

LEGEND

- +XXX.XX Denotes Proposed Spot Elevation
- XXX--- Denotes Proposed Contours
- ← Denotes Proposed Drainage Direction
- ■ ■ ■ Denotes Proposed Silt Fence or Bio Rolls
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James L. Grams

December 29, 2025

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Registered Professional Engineer
Minnesota Registration No. 49623

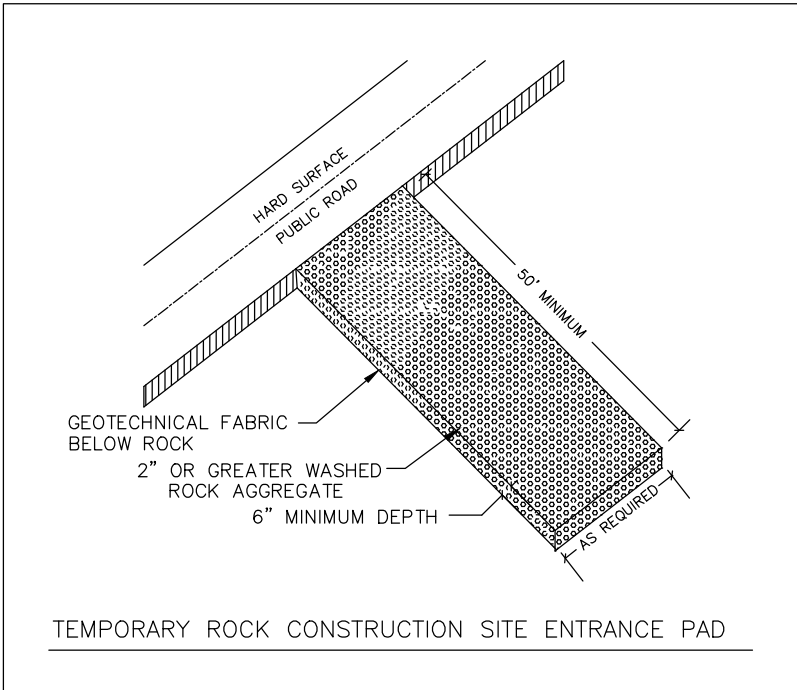
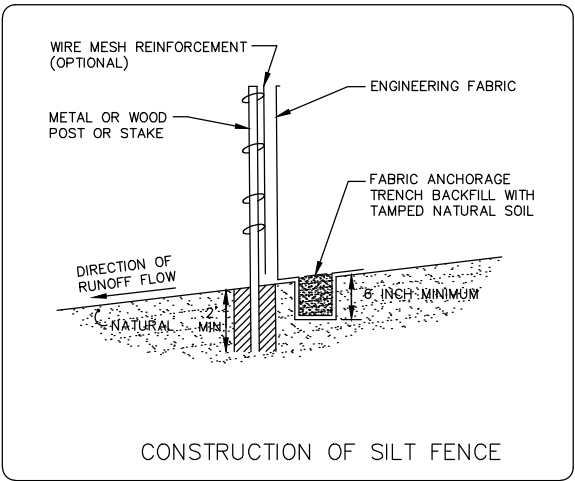
SHEET 1 of 2

EROSION CONTROL PLAN

LAKE & LAND SURVEYING, INC.

Made For:
Nick Woodward
35 Center Street
Excelsior, MN

1200 Centre Pointe Curve, Suite 375
Mendota Heights, Minnesota 55120
Phone: 651-776-6211



1. Sequence of Erosion Control Construction Activities

- a) Installation of silt fence or Bio Rolls prior to any construction activity.
- b) Installation of rock construction entrance prior to any construction activity.
- c) The site shall be re-vegetated within 48 hours of final grading.
- d) Install landscaping as per landscape plan.

2. Erosion and Sediment Control Measures

All best management practices (BMPS) determined by the Engineer to be effective are available for use on the site.

BMPs anticipated to be used on the Project include the following:

- * Silt Fence
- * Temporary Rock Construction Site Entrance Pad
- * Concrete Mixing/Washout Basins shall be taken offsite
- * Final Landscaping with Seed, Fertilizer, Topsoil or Sod
- * Street Sweeping

3. Inspection and Maintenance

The Contractor is responsible for providing, maintaining and removing all Erosion Control BMPs, as set forth above, which includes all materials, equipment and labor.

Owner is responsible for having the Contractor install, maintain and remove the BMPs as set forth above.

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota

James L. Grams

December 29, 2025

James L. Grams
Registered Professional Engineer
Minnesota Registration No. 49623

WINDOW TABULATIONS

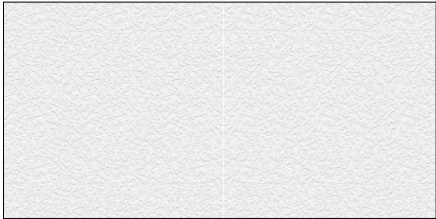
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TOTAL WINDOW AREA: 129 SF

129 SF / 619.49 SF = 20.82% (COMPLIES)

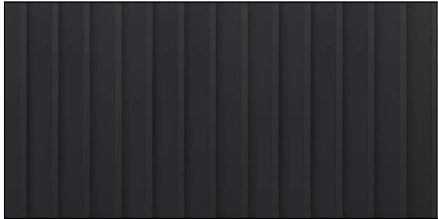
EXIST ROOF TO REMAIN
NO CHANGES TO EXIST HEIGHT



PROPOSED MATERIALS



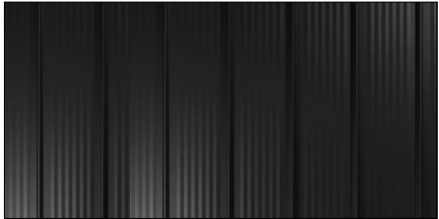
STUCCO
OFF-WHITE



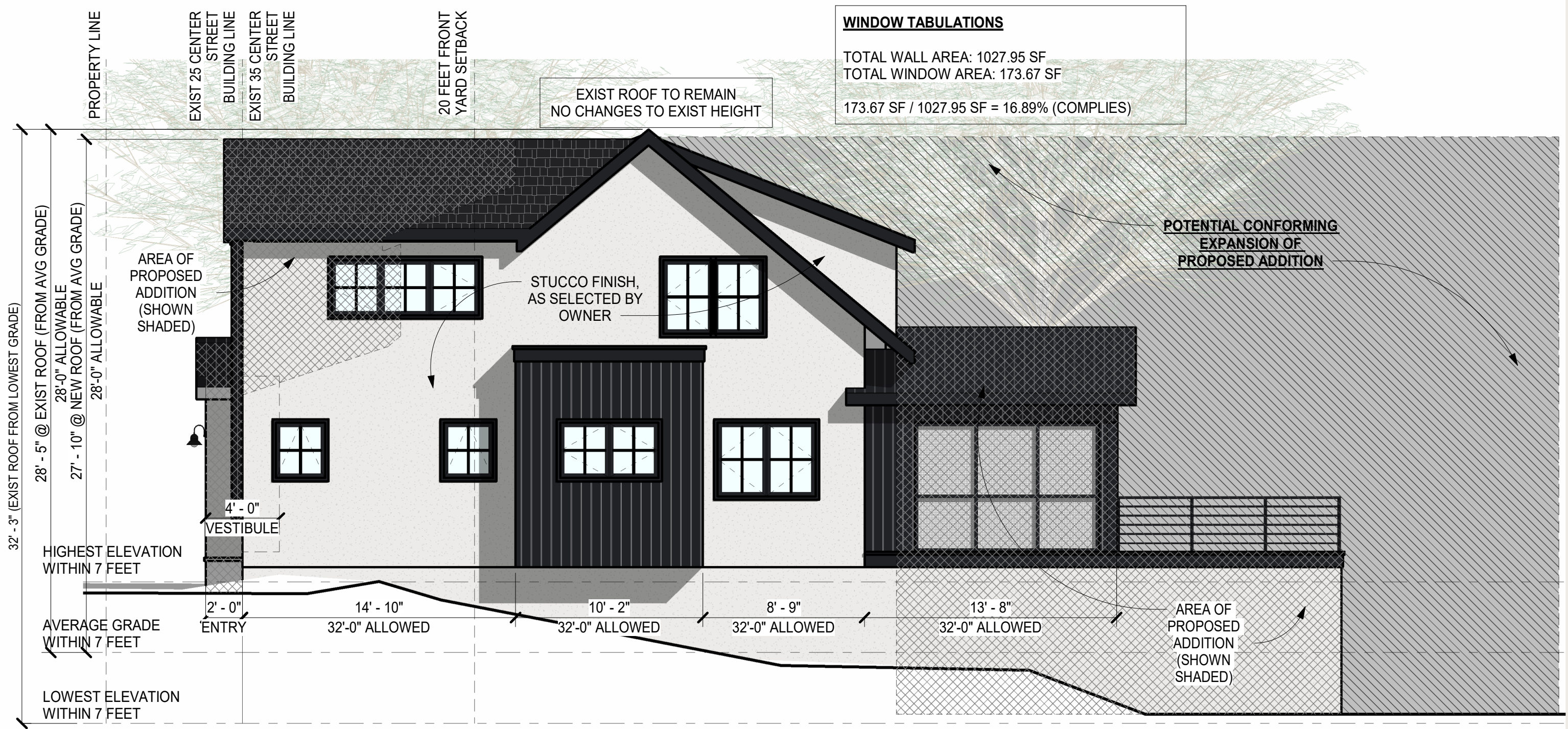
HARDIE BOARD
HARDIE PANEL - SMOOTH
MIDNIGHT BLACK



HARDIE BOARD
TRIM BOARD
MIDNIGHT BLACK

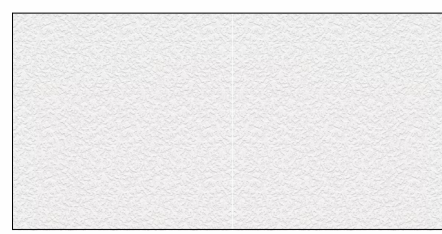


MBCI
CRAFTSMAN SERIES ROOF PANELS
TRUE BLACK



35 CENTER STREET
RIGHT ELEVATION

PROPOSED MATERIALS



STUCCO
OFF-WHITE



HARDIE BOARD
HARDIE PANEL - SMOOTH
MIDNIGHT BLACK



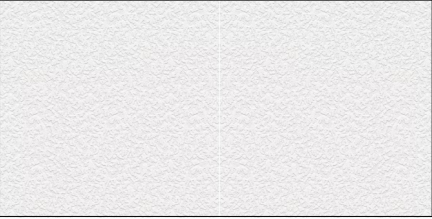
HARDIE BOARD
TRIM BOARD
MIDNIGHT BLACK



MBCI
CRAFTSMAN SERIES ROOF PANELS
TRUE BLACK



PROPOSED MATERIALS



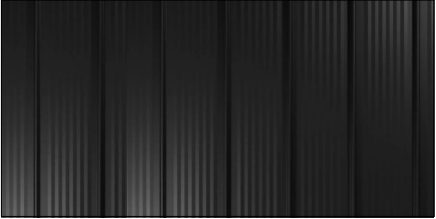
STUCCO
OFF-WHITE



HARDIE BOARD
HARDIE PANEL - SMOOTH
MIDNIGHT BLACK



HARDIE BOARD
TRIM BOARD
MIDNIGHT BLACK



MBCI
CRAFTSMAN SERIES ROOF PANELS
TRUE BLACK

WINDOW TABULATIONS

TOTAL WALL AREA: 1027.95 SF
TOTAL WINDOW AREA: 173.67 SF
173.67 SF / 1027.95 SF = 16.89% (COMPLIES)

EXIST ROOF TO REMAIN
NO CHANGES TO EXIST HEIGHT

20 FEET FRONT
YARD SETBACK

EXIST 35 CENTER
STREET
BUILDING LINE

EXIST 25 CENTER
STREET
BUILDING LINE

PROPERTY LINE

**POTENTIAL CONFORMING
EXPANSION OF
PROPOSED ADDITION**

AREA OF
PROPOSED
ADDITION
(SHOWN
SHADED)

27' - 10" @ NEW ROOF (FROM AVG GRADE)
28'-0" ALLOWABLE
28' - 5" @ EXIST ROOF (FROM AVG GRADE)
28'-0" ALLOWABLE
32' - 3" (EXIST ROOF FROM LOWEST GRADE)

HIGHEST
ELEVATION
WITHIN 7 FEET

AVERAGE
GRADE WITHIN
7 FEET

LOWEST
ELEVATION
WITHIN 7 FEET

21' - 6"

AREA OF
PROPOSED
ADDITION
(SHOWN
SHADED)

12' - 0"
32'-0' ALLOWED

STUCCO FINISH,
AS SELECTED BY
OWNER

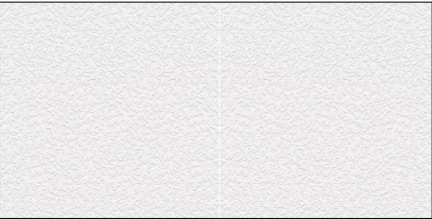
26' - 11"
32'-0' ALLOWED

4' - 0"
VESTIBULE

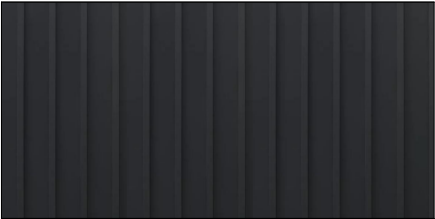
8' - 7"
32'-0' ALLOWED

2' - 0"
ENTRY

PROPOSED MATERIALS



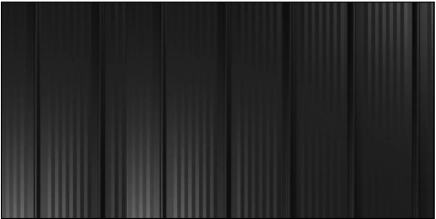
STUCCO
OFF-WHITE



HARDIE BOARD
HARDIE PANEL - SMOOTH
MIDNIGHT BLACK



HARDIE BOARD
TRIM BOARD
MIDNIGHT BLACK



MBCI
CRAFTSMAN SERIES ROOF PANELS
TRUE BLACK

35 CENTER STREET

LEFT ELEVATION

35 Center St



**Image generated with Gemini AI; details may not be fully accurate*













Building Permit

350 Highway 7, Ste. 230 • Excelsior, MN 55331

952-653-3674

Email permit to: permits@excelsiormn.org

Permit #: _____

NOTE: If the property for which a permit is being applied has an address that starts with more than three digits, it is not in Excelsior. Please check with the owner to verify which city their utility bills come from.

Project Address: 35 Center Street

Property Owner: Pam Haugum, Bill Perrin

Owner Phone: 612-274-2070

Owner Address: 35 Center Street, Excelsior

Owner Email Address: _____

Applicant is: ☐ Owner ☒ Contractor

Type of Property: ☐ Commercial ☒ Residential

Contractor Name: Jarod Blackowiak

Contractor Address: 271 Hidden Ln

Contractor City & Zip: Chanhassen, 55317

Contractor Email Address: _____

Contractor's License: BC800588

Contractor Phone: 952-446-5566

Type of Work: ☐ New Construction ☐ Fireplace ☐ Reroofing ☒ Addition ☐ Finish Basement ☐ Residing ☐ Chimney
☐ Fire Suppression ☐ Deck ☐ Porch ☒ Garage ☒ Interior Alteration ☐ Pool ☐ Accessory Structure ☐ Other _____

Completion Date: 6/2026

Estimated Value: \$400,000

Detailed Description of Work to be Performed: Attached garage addition, second story addition above porch, and ground level addition on side of the house

The undersigned hereby agrees that, in case such permit is granted, that all work which shall be done and all materials which shall be used shall comply with the plans and specifications herewith submitted and with all the ordinances of said City of Excelsior and the laws of the State of Minnesota regarding actions taken pursuant to this permit. Signature of this application by the legal property owner or a licensed contractor, as the owner's representative, authorizes the City Zoning Administrator or designee and the City Building Official or designee to enter upon the property to perform needed inspections. Entry may be without prior notice. I hereby acknowledge that I have read this application and state that all information is true and correct to the best of my knowledge. I agree to pay all plan review fees even if I choose not to proceed with the work. Permit expires when work is not commenced within 180 days from date of permit, or if work is suspended, abandoned, or not inspected for 180 days. Work beyond the scope of this permit, or work without a permit or inspection will be subject to a penalty.

Applicant Signature: _____

Date: 12-30-25

Office Use Only

Occupancy Type:	Construction Type:	Code:
Valuation of Permit:	Occupancy Group:	Sprinklered: ☐ Yes ☐ No
Fees		Approvals
Permit Fee:		Zoning:
Investigation Fee:		Date:
Plan Check Fee:		Fire:
State Surcharge:		Date:
Mechanical Fee:		Public Works:
Plumbing Fee:		Date:
Engineering Fee – New Single-Family Home:		Building:
Engineering Fee – Single Family Addition:		Date:
Street Impact Fee:		Special Conditions:
Metropolitan Council SAC:		
SAC (Per MCES Determination – Per Unit):		
Sewer Connection Fee:		
WAC (Per MCES Determination – Per Unit):		
Water Connection Fee:		
Water Meter:		
Construction Impact Escrow:		
Stormwater Escrow:		
Administration Fee:		
Total Due:		

Please call MetroWest Inspections at 763-479-1720 when ready for inspection.

FOR OFFICE USE ONLY: Fee Paid ___ Cash ___ Check # _____ Date: _____

What Types of Work Require a Building Permit

A building permit is required any time you do work that is regulated by the building code. This would include any work to the permanent weather resistive surfaces of the dwelling such as the siding, windows (if altered) or roof. Any structural alterations or repairs to those members require a permit. If you change the use of a space or finish unfinished space, a permit is required. Dwelling additions, garages and decks require permits.

Work that is exempt from a permit includes painting, wallpapering, flooring, kitchen cabinets, minor repairs and detached storage buildings not exceeding 120 square feet.

Do I Need to hire a Contractor?

Neither city ordinances nor any state regulations prohibit a homeowner from doing work in their own home, if it has been homesteaded. So, the answer to whether you need to hire a contractor largely lies with knowing your own abilities to do the work proposed. If you feel uncomfortable doing electrical wiring for example, you may wish to hire an electrical contractor, although you may do the work yourself. In either case, make sure you check on the permitting requirements for the type of work you are proposing to do.

Are Contractors Required to be Licensed?

Minnesota has a law requiring residential builders, remodelers, and roofers to be licensed as a means to help protect homeowners. Contractors are required to include their license number in any contracts submitted to clients as well as in any advertising. Contractors are required to provide proof of licensure when they obtain building permits.

Do I Need an Architect or Engineer Prepare My Plans?

The short answer is no. You can prepare your own plans or your contractor or a drafting service can prepare them for you. If you are having multiple contractors bid on your project, you will be better able to compare the bids if you prepare the plans and specs yourself rather than have each contractor prepare a set.

If your project is very complex, you may find it advantageous to hire a professional designer to assist you. Also, if your design involves complicated framing techniques or the use of steel I-beams, for example, you may be required to verify that the designs meet code as a part of the plan review process. The inspections division may require that a licensed engineer provide this verification.

Electrical Permits

Electrical permits are required for all electrical wiring. In Excelsior, the State Board of Electricity issues these permits and performs all the inspections. Your electrical permit does not include the inspection of electrical work. A separate Request for Electrical Inspection form with the required fees must be submitted to the Board of Electricity at or before commencement of any electrical installation that is required by law to be inspected.

If you have questions or need to schedule an inspection, call Brian Luce, the State Electrical Inspector, at (952) 233-8988, between the hours of 7:00-8:30 a.m. weekdays.

Roofing and Siding

Pictures are required of weather barrier for final inspection.

Site Alteration Permits

The City of Excelsior has close to 20 single family residences that are designated as historic preservation sites. Any exterior alterations to a designated historic preservation site require a Site Alteration Permit from Excelsior's Heritage Preservation Commission. Alterations that require a Site Alteration Permit, include but not limited to, painting the exterior, addition or deletion of awnings, any additions, or demolitions, changing a structure's architectural style or changing the roofing or siding (Sec. 20-5). Please check with the City Planner to determine if your residence is either designated a historic preservation site or located in a historic preservation district.

Minnehaha Creek Watershed District (MCWD)

Many projects within the city require a permit from the city and also the Minnehaha Creek Watershed District. A MCWD Erosion Control permit is required when land disturbances of 5000 square feet or more OR stockpiling or excavating of more than 50 cubic yards of material (roughly an 800 SF expansion). Wetland protection permits are required for any increase in impervious area that is uphill from a wetland. Please contact the Minnehaha Creek Watershed District to determine what other types of projects require a MCWD permit in conjunction with a city permit.

How Long Does it Take to Get a Permit?

Permits for work that do not require a plan review are issued the same day and generally at the time the permit application is submitted. Permits where review of plans is necessary can take up to fifteen working days. Some plans may need to be reviewed by more than one city department. For this reason, it is important that you plan ahead and have your permit application and plans submitted far enough in advance of the start of work that the permitting process does not delay the start of your project.

Building Codes

The City of Excelsior has adopted the Minnesota State Building Code, which adopts the 2006 International Building and Residential Codes, with amendments by reference. Information of State Building Codes can be found on the Minnesota State Building Code Division Web Site: www.doli.state.mn.us.

The following is required for a complete permit submittal:

- ☐ 1. Completed City of Excelsior Building Permit Application Form.
- ☐ 2. **Two** copies of building plans for work to be completed meeting Minnesota State Building Code standards.
- ☐ 3. Application for a Site Alteration Permit for Historic Structures and Historic Districts, if applicable.
- ☐ 4. Two copies of certificates of existing and proposed surveys. Surveys must comply with Excelsior Zoning Ordinance, Article 9. The survey must show the location of the house and the measurements to all of the lot lines and the top of the foundation height indicated on the survey. Please see Excelsior Zoning Ordinance, Article 14 for information on measurements.
- ☐ 5. Electronic copies of the building plans and survey.
- ☐ 6. Demolition Permit.
- ☐ 7. Sewer and Water Disconnect Permit.
- ☐ 8. One copy of the **Energy Calculations** for the proposed structure.
- ☐ 9. A copy of the Minnehaha Creek Watershed District (MCWD) permit(s) or written confirmation from the MCWD that no permit is necessary for the project.
- ☐ 10. Wall opening tabulations.
- ☐ 11. Landscape Plan and Tree Preservation plan must comply with Excelsior Zoning Ordinance, Article 12, Tree Protection, Care and Management. A tree removal permit must be obtained prior to removal of any significant or landmark tree.

Tree Protection:

When required by the City, fencing must be installed and maintained until final grade is established. The fence shall be orange safety fencing or orange silt fencing and should be attached to steel posts and must be installed at or beyond the drip line of the tree. ***The fence must be installed and inspected prior to any clearing, digging, fill removal or any activity that would harm or cause trees to die.*** Penalties will be assessed for trees illegally removed or damaged.

- ☐ 12. A signed Construction Management Agreement for un-occupied new build or major remodeling of one and two-unit dwelling structures and a \$2000 Escrow.

Escrow Release:

The escrow will not be released until the As-built survey has been submitted to the City, turf established, required trees planted and all inspections completed and approved.

- ☐ 13. New single-family residential and duplex housing developments and construction with a net increase of impervious surface shall incorporate best management practices (BMPs) designed to treat, store, filter and/or infiltrate stormwater runoff onsite, and improve water quality runoff before sending it downstream to downstream waters. Residential

BMP volume calculations shall be based on 1.0 inches of rain over the total increase in impervious surface area from existing conditions. Raingardens, drywells, infiltration/filtration trenches, and cisterns are all permitted types of residential BMPs subject to review and approval based on site conditions, including but not limited to site soils type, size of property, site grading and drainage, and groundwater table. Permeable pavers or permeable pavement is not considered acceptable as a residential BMP. A \$2000 escrow is required for such projects requiring BMPs.

- ☐ 14. Residential Review Permit (if the proposed project increases the volume or changes orientation or setbacks from the existing structure) and applicable submittal requirements. This must be approved before the building permit will go forth to the building inspector for review.

OTHER RELATED BUILDING REQUIREMENTS

1. All contractors must be licensed by the Minnesota Department of Labor and Industry or provide proof of exemption to do business within the City of Excelsior. A copy of the Builders License must be provided.
2. Work is not permitted to start prior to the issuance of the building permit.
3. **As-built Surveys** are required by the builder once the house has been constructed and the lot has been graded. As-built surveys must be approved prior to placement of trees, sod, and lawn irrigation systems. Contact Morgan Dawley, City Engineer, at (763) 287-7173 for specifics.
4. A **Certificate of Occupancy** must be obtained before a structure may be legally occupied or before the storing of any furniture or other items in that structure will be permitted. Homes will be issued a Certificate of Occupancy with the completion of a satisfactory final inspection.
5. The Building Official may require soil test and an engineer's analysis if any questionable soils are encountered.

CONTACT INFORMATION

Building Inspector, Metro West Inspection Services, Inc., (763) 479-1720

Minnehaha Creek Watershed District, (952) 471-0590, permitting@minnehahacreek.org

Excelsior City Planner, Julia Mullin, (952) 653-3674, permits@excelsiormn.org

Electrical Inspector, Brian Luce, (952) 233-8988

City Engineer, Morgan Dawley, (763) 287-7173

RESIDENTIAL DESIGN STANDARDS

The City's Design Standards can be found in Article 41 of the Zoning Ordinance. Any question regarding the Design Standards can be directed to the Planning Director or by emailing jmullin@excelsiormn.org or by calling (952) 653-3674.

Single family and multiple family containing up to five units including all new construction and remodeling shall meet the following design standards:

A. Entrances

Primary entrances on principal structures shall face the front lot line as defined by Article 2 of Appendix E. Additional secondary entrances may be oriented to a secondary street or parking area. Primary entries shall be clearly visible and identifiable from the street and delineated with elements such as roof overhangs, recessed entries, landscaping or similar design features. Lakeshore properties are exempt from this requirement.

B. New construction and remodeling

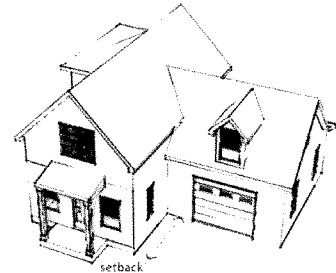
New construction and remodeling shall relate to the design of surrounding traditional buildings, where these are present. Design features such as similar setbacks, scale, facade divisions, roof lines, rhythm and proportions of openings, building materials and colors are possible design techniques, while allowing desirable architecture innovation, variation, and visual interest. All sides of buildings shall use the same building materials and other architectural treatments as principal facades. The architectural style shall be consistent with the definition of four-sided architecture as defined in section 2-2

C. Window and door openings

For principal residential buildings, above grade window and door openings shall comprise at least 15 percent of the total area of exterior walls (excluding the area of garage doors) facing a public street or sidewalk. In addition, above grade window and door openings shall comprise at least ten percent of the total area of all exterior walls.

D. Garages

1. Garage doors/street facing building facade. Street facing garage doors shall not exceed 64 square feet each and shall not exceed 50% of the combined façade width of the dwelling and garage; and be recessed at least ten feet from the longest front or side wall plane of the principal building. For tuck-under garages, provide a feature that will provide a shadow line giving the perception that the garage opening is recessed.
2. Garages with non-street facing garage doors must be recessed at least six feet from the longest front wall plane of the principal building.
3. Garage doors/building design. Garage doors may be located on another side of the dwelling ("side or rear loaded") provided that the side of the garage facing the front street has windows and other architectural details that mimic the features of the living portion of the dwelling.
4. The aggregate footprint or coverage of all garages and accessory buildings shall not exceed 800 square feet.
5. No detached garage shall exceed 768 square feet in floor area on lots of 12,000 or greater, or 624 square feet on lots of less than 12,000 square feet in size.
6. No attached garage shall exceed 800 square feet or 75% of the square footage of the footprint of the principal dwelling, whichever is less.



E. Front, side and rear wall plane limitations

1. The length of an exterior front wall of principal structures more than 20 feet in height shall not exceed 16 feet in width on the first floor without a minimum of at least a two-foot deep by eight-foot-wide offset (projecting or recessed) within every 16 feet or less. The length of an exterior front wall of principal structures up to 20 feet in height shall not exceed 24 feet in width on the first floor without a minimum of at least a two-foot deep by eight-foot-wide offset (projected or recessed) within every 24 feet or less. A porch may be utilized in lieu of the required offset.
2. The length of an exterior side or rear wall shall not exceed 32 feet without a minimum of at least a two-foot deep by eight-foot-wide offset (projecting or recessed) within every 32 feet or less. A porch may be utilized in lieu of the required offset.

- F. Wall heights on sloped terrain.** To the extent that any wall height of a new or remodeled structure exceeds 28 feet in height, it shall step back at least two feet for each foot it exceeds 28 feet in height at the point the wall height exceeds 28 feet in height. For purposes of this section, "wall height" shall mean the distance from the place it emerges from the ground to the top of a cornice or a flat roof, to the deck line of a mansard roof, to a point on the roof directly above the highest wall of a shed roof, to the uppermost point on a round or an arch type or to the mean distance of the highest ridge of a pitched, hip, or gambrel roof.



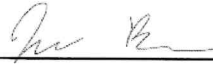
City of Excelsior
350 Highway 7, Ste 230 • Excelsior, MN 55331
(952) 653-3674

Land Use Review Application

APPLICANT INFORMATION		
Name: Jarod Blackowiak	Business Name: Abodie Construction	
Address: 271 Hidden Lane		
City: Chanhassen	State: MN	Zip Code: 55317
Telephone: 952-446-5566	E-Mail:	
OWNER INFORMATION (if different)		
Name: Pam Haugum, Bill Perrin	Business Name: GenVest Partners	
Address: 35 Center St		
City: Excelsior	State: MN	Zip Code: 55331
Telephone: 612-274-2070	E-Mail:	
TYPE OF APPLICATION (check all that apply)		
☐ Comprehensive Plan Amend	☐ Design Standards	☐ Subdivision
☐ Rezoning	☐ Sketch Plan Review	☐ Admin Subdivision
☐ PUD – Concept Plan	☐ Conditional Use Permit/IUP	☐ Preliminary Plat
☐ PUD – General Plan	☒ Variance	☐ Final Plat
☐ PUD – Final Plan	☐ Appeal of Zoning Decision	☐ Other _____
PROJECT INFORMATION		
Street Address: 35 Center Street	Zoning District: R-2	
Property Identification Number(s) (PIN #s): 3411723110048		
Legal Description (attach if necessary): Addition: Auditor's Subd. No. 135 Metes & Bounds: N/A		
Description of Proposal (attach additional information if needed): Attached garage addition, second story addition above porch, and ground level addition on side of the house		
Reason(s) to Approve Request (attach additional information if needed):		

APPLICANT'S STATEMENT

This application should be processed in my name. I have completed all of the applicable filing requirements and, to the best of my knowledge, the documents and information I have submitted are true and correct. I agree to reimburse the City of Excelsior for the costs of professional Engineers and other Consultants hired by the City to review and inspect this proposal when the City is unable to do so with existing in house staff.

Signature: 

Date: 12-3-2025

OWNER'S STATEMENT

I am the owner of the above described property and I agree to this application.

Signature: 

Date: 12/4/25

Please see the attached checklist(s) for a list of plans and other information that must be submitted with this application and for other important information. The checklist must be submitted with the application and the required submittals.

**Jarod Blackowiak**

202 Oak Street and 35 Center Street

Erin Larson <elarson@minnehahacreek.org>
To: Jarod Blackowiak

Wed, Dec 17, 2025 at 9:01 AM

Hi Jarod,

Thank you for confirming the scope of work for your projects at 202 Oak Street and 35 Center Street in Excelsior. Because your projects will be disturbing less than 5,000 square feet or 50 cubic yards of soil each, you will not require a permit from us for either project.

I believe this email provides sufficient confirmation to the City of Excelsior that you do not require a permit from us. However, please do not hesitate to reach out if you need further information from me.

Thanks, and good luck with your projects!

Best,
Erin

Erin Larson • Permitting Assistant
15320 Minnetonka Blvd. Minnetonka, MN 55345 • 952.641.4505



MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE

From: Jarod Blackowiak
Sent: Tuesday, December 16, 2025 10:20 PM
[Quoted text hidden]

[Quoted text hidden]



THE CITY OF
EXCELSIOR
MINNESOTA

Tree Removal Permit

350 Highway 7, Ste 230 • Excelsior, MN 55331
(952) 653-3674

Email permit to: permits@excelsiormn.org

Permit Fee: \$100.00

SITE ADDRESS

Property Address: 35 Center Street

OWNER INFORMATION

Name: Pam Haugum, Bill Perrin

Telephone: 612-274-2070

E-Mail:

TREE(S) PROPOSED FOR REMOVAL

Species	Size	Reason for Removal	Location of Tree
Norway Maple	20"	Signs of disease	Front right of the yard
Crab Apple	12"	Signs of disease	Front left of the yard
Spruce	16"	Overgrowth into home and early signs of decay	Back left of the yard
Cedar	10"	Building an addition	Back right of the yard
Apple	12"	Overgrowth into powerlines and house	Front right of the yard

TREE REMOVAL CONTRACTOR

Joe Cocherell
Spruced Up Tree Services

Applicant Signature

- All information on this application is complete and accurate.
- All work will comply with the City's tree preservation regulations.

SIGNATURE

DATE 12-30-25

RULES AND REGULATIONS

- Tree removal contractors must be licensed through the City of Excelsior.
- Significant trees are 8" DBH or more. Removal of a significant tree requires the approval of the City Forester and an independent forester.
- Trees that are not significant may be removed without a permit.
- If the tree is diseased or invasive, or if there 2 significant trees/5,000 square feet of the lot, then no replacement is required.
- Trees over 30" DBH are considered Landmark trees and cannot be removed unless the City Forester and an independent arborist find the tree to be dangerous to life or property.
- The tree preservation regulations are found in Article 12 of the Zoning Ordinance.



Item: 10.a.

ITEM REPORT

To: City Council

From: Hilary Vokovan, City Clerk

Meeting Date: April 6, 2026

Department/Office: Administration

Item Name: Appointment of Heritage Preservation Commissioner

Summary:

The Heritage Preservation Commission has a vacancy. Chair Caron and Mayor Ringate interviewed a potential candidate and indicated the candidate was qualified. The interview committee recommends the appointment of Tony Condon to fill a three-year term.

Recommended Action:

Accept recommendation from the interview committee to appoint Tony Condon to the Heritage Preservation Commission.

Budget:

Attachments:

None