



City Council
Regular Meeting

Monday, June 1, 2026, 6:30 PM
106 Center Street

Members of the public may attend the work session 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) May 18, 2026 Work Session Minutes
 - b) May 18, 2026 Council 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) South Lake Minnetonka Police Department Update
 - c) Excelsior Fire District Update

7. Meet Excelsior
 - a) Minnesota Department of Health Wellhead Protection Plan Amendment - 6:45 PM
8. Consent Agenda
 - a) Review Verified Claims under \$20,000 and Approve Verified Claims over \$20,000
 - b) Professional Services Proposals for Treatment Plant
 - c) April Finance Report
 - d) The Commons Message Board
 - e) Fair Housing Policy Resolution
 - f) Legislative Changes to Absentee Voting
 - g) 2026 Street Maintenance Receive Bids and Award Contracts
 - h) Lease Assignment and Assumption Agreement between the City of Excelsior, Wai Nani Surf and Paddle, and Shore Shack Rentals, LLC
9. Public Hearings
 - a) Conditional Use Permit for a new pool at 221 Monroe Avenue - 7:00 PM
 - b) Amendment to Zoning Ordinance, Sec. 24 Signs, Sec. 2 Rules and Definitions, Sec. 15 Nonconforming Uses, Structures, Lots, and Signs - 7:30 PM
10. Petitions, Requests, and Communications
 - a) Fanfare for The Commons Request for Parking at 106 Center Street - 8:00 PM
11. Ordinances and Resolutions
12. Reports of Officers, Boards, and Committees
13. Unfinished Business
14. New Business
 - a) Request for Variance from Standard Working Hours by Hennepin County Mill Street Trail Contractor - 8:30 PM
 - b) Discussion of New City Hall Layout - 8:45 PM
15. Adjournment

City of Excelsior
City Council Work Session

Minutes

Monday, May 18th, 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 5:30 PM.

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

Also Present: City Manager Luger, Assistant City Manager Lindberg, and Public Works Director Amundsen.

2. APPROVAL OF AGENDA

Caron moved to approve the work session agenda. O'Hanlon seconded. Motion carried 5/0.

3. NEW BUSINESS

(a) Discussion of City Communications Plan

Assistant City Manager Lindberg provided an overview of the City's communications efforts.

(b) City Manager Performance Review Process

City Manager Luger outlined the options for her performance review process.

4. ADJOURNMENT

Caron moved to adjourn. O'Hanlon seconded. Motion carried 5/0. The work session adjourned at 6:30 PM.

Respectfully submitted,

Hilary Vokovan
City Clerk

City of Excelsior
City Council Meeting

Minutes

Monday, May 18th, 2026

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

6:30 P.M

1. CALL TO ORDER/ROLL CALL

Mayor Ringate called the meeting to order at 6:30 PM.

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

Also Present: City Manager Luger, Assistant City Manager Lindberg, Public Works Director Amundsen, Finance Director Palmer, City Attorney Tolar and Planner Long.

2. APPROVAL OF AGENDA

Vogel moved to approve the agenda. Bildsoe seconded. Motion carried 5/0.

3. APPROVAL OF MINUTES

(a) May 4th, 2026 Work Session Minutes

(b) May 4th, 2026 City Council Minutes

O'Hanlon moved approval of both sets of minutes. Bildsoe seconded. Motion carried 5/0.

4. 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 of 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 future Agenda. Members of the public interested in speaking on an agenda item may direct a request to be recognized to the Mayor.

Bruce Kelley, 165 Maple Street, spoke in support of rebuilding Haskells, and in support of including the dates of the elections in the next City newsletter.

5. City Council Communications, Questions and Reports

(a) Council Work Group Updates

(b) Parking Work Group Update.

Mayor Ringate provided a Parking Work Group Update.

(c) Boil Water Advisory Update

Public Works Director Amundsen provided an update and overview of the Boil Water Advisory.

6. Meet Excelsior – Excelsior Parking Update
Representatives from Interstate Parking presented an update on the current parking system.
7. Consent Agenda
 - (a) Review Verified Claims under \$20,000 and Approve Verified Claims over \$20,000
 - (b) Approval of Second Reading of Ordinance 695 Amending Appendix E, Section 11-4 Outdoor Storage of Recreational EquipmentBildsoe moved approval of the Consent Agenda. Caron seconded. Motion carried 5/0.
8. Public Hearings
None.
9. Petitions, Requests and Communications
 - (a) 2026 Audit presentation
Bonnie Schwieger, partner with Abdo, presented the findings of the audit. Bildsoe moved approval of the audit. O'Hanlon seconded. Motion carried 5/0.
10. Ordinances and Resolutions
None.
11. Reports of Officers, Boards and Committees
None.
12. Unfinished Business
None.
13. New Business
 - (a) Sponsorship Policy
Assistant City Manager Lindberg presented the sponsorship policy and discussed the Cinema in the Commons.

Caron moved approval of the two Cinema in the Commons movie events, to be paid out of the Beautification fund, not to exceed \$7,000. Vogel seconded. Motion carried 5/0.

Caron moved approval of the Sponsorship Policy with the addition of language in the website encouraging sponsorships. O'Hanlon seconded. Motion carried 5/0.
14. Adjournment
Bildsoe moved to adjourn. Vogel seconded. Motion carried 5/0. The City Council adjourned at 8:10 PM.

Respectfully submitted,

Hilary Vokovan
City Clerk



Item: 7.a.

ITEM REPORT

To: City Council

From: Tim Amundsen, Public Works Director

Meeting Date: June 1, 2026

Department/Office: Public Works

Item Name: Minnesota Department of Health Wellhead Protection Plan Amendment - 6:45 PM

Summary:

The state of Minnesota's Wellhead Protection (WHP) Program, administered by the Minnesota Department of Health (MDH), requires all public water suppliers to develop local WHP programs to protect groundwater sources of drinking water. The city of Excelsior currently has a WHP Plan approved by MDH in place, but these plans are to be updated at least every 10 years, sometimes sooner with major changes to the water supply system, per the Minnesota Wellhead Protection Rule (Minnesota Rules parts 4720.5100 to 4720.5590).

The city of Excelsior is in the process of updating our WHP Plan and MDH approved Part 1 of this plan on April 30, 2026. Part 1 of the WHP Plan includes the delineation of a wellhead protection area and drinking water supply management area (DWSMA), along with vulnerability assessments for the water supply wells and DWSMA.

The delineations are similar to the last WHP plan (approved in 2011), but slightly larger as a result of an updated groundwater modeling approach. Based on water quality results that were analyzed after the 2011 plan was finalized, Wells #1 and 3 were updated from Not Vulnerable to Vulnerable. As a result, the updated DWSMA is defined as moderately vulnerable, as compared to the 2011 DWSMA which contained areas of both low and moderate vulnerability.

The WHP Plan will now continue into Part 2 of the plan, which includes determining goals, objectives, and management strategies for potential sources of contamination with the DWSMA. The city of Excelsior will be working with WSB to complete the Part 2 WHP Plan, which must be submitted to MDH for final approval no later than December 31, 2027.

Recommended Action:

Budget:

Attachments:

1. ExcelsiorWHPPAmendmentSummary.
2. ExcelsiorPublicInfoMeeting

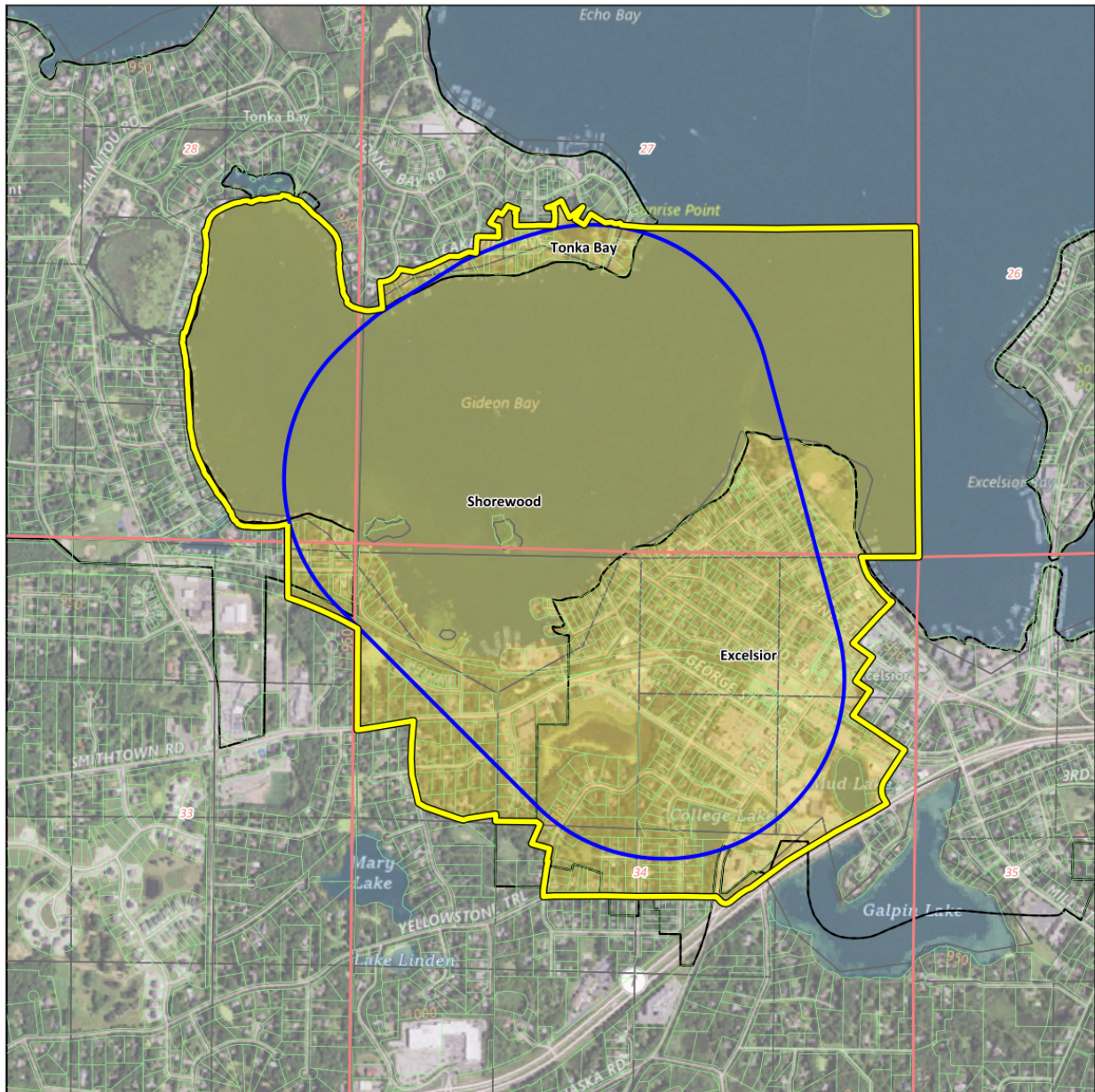
Wellhead Protection Plan Part 1 Summary: City of Excelsior

This Wellhead Protection Plan Part 1 for the city of Excelsior (PWSID 1270012) covers the primary wells listed in Table 1. The wellhead protection area (WHPA) represents the groundwater capture area (GWCA) that contributes water to the city's wells within a 10-year period. The emergency response area (ERA) represents the area that contributes groundwater to the city's wells within a one-year period. The drinking water supply management area (DWSMA) uses easily identifiable surface features and boundaries to fully encompass the WHPA. **Error! Reference source not found.** shows the newly amended protection areas and vulnerability.

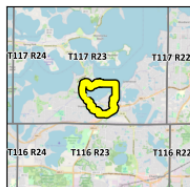
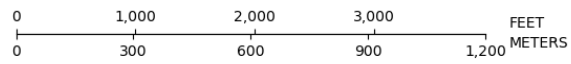
Table 1. Water Supply Well Information

Local Well ID	Unique Number	Use/ Status	Casing Diameter (inches)	Casing Depth (feet)	Well Depth (feet)	Date Constructed/ Reconstructed	Aquifer	Well Vulnerability
Well #1	205674	Primary/ Active	12	303	465	8/1957	OPCJ - Prairie Du Chien-Jordan	Vulnerable
Well #2	205675	Primary/ Active	12	290	448	8/1957	OPCJ - Prairie Du Chien-Jordan	Not Vulnerable
Well #3	232336	Seasonal/ Active	24 x 20	310	460	8/14/1973	OPCJ - Prairie Du Chien-Jordan	Vulnerable

WELLHEAD PROTECTION PLAN PART 1 SUMMARY: **ERROR! UNKNOWN DOCUMENT PROPERTY NAME.**



- BASEMAP TILE FROM U.S. GEOLOGICAL SURVEY
 - NORTH AMERICAN DATUM OF 1983, ZONE 15N
 - MDH CANNOT GUARANTEE THE COMPLETENESS OR ACCURACY OF
 THIRD PARTY INFORMATION PRESENTED IN THIS FIGURE
 - FIGURE CREATED 05/21/2026



EXPLANATION

- | | |
|---------------------------------------|---------------------------|
| Wellhead Protection Area | PLSS Section Line |
| Drinking Water Supply Management Area | Parcels |
| Moderate Vulnerability | Local Government Boundary |
| PLSS 1/4-1/4 Sections | |

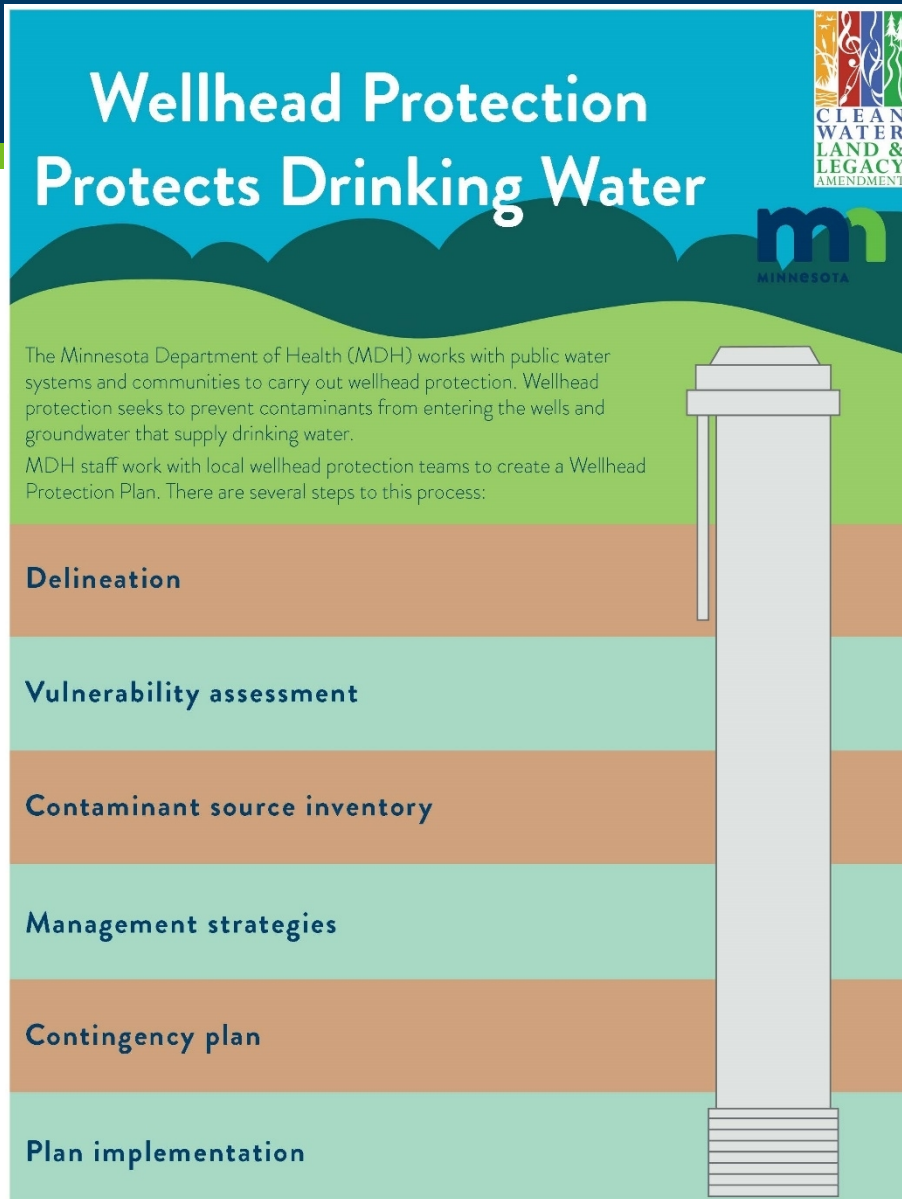


City of Excelsior Wellhead Protection Plan Amendment Public Information Meeting

Anneka Munsell | Source Water Protection Hydrologist

1. Wellhead Protection Background
2. What's Been Done So Far?
3. Part 1 of the Wellhead Protection Plan Amendment
4. Public Information Meeting
5. Next Steps

Wellhead Protection Background

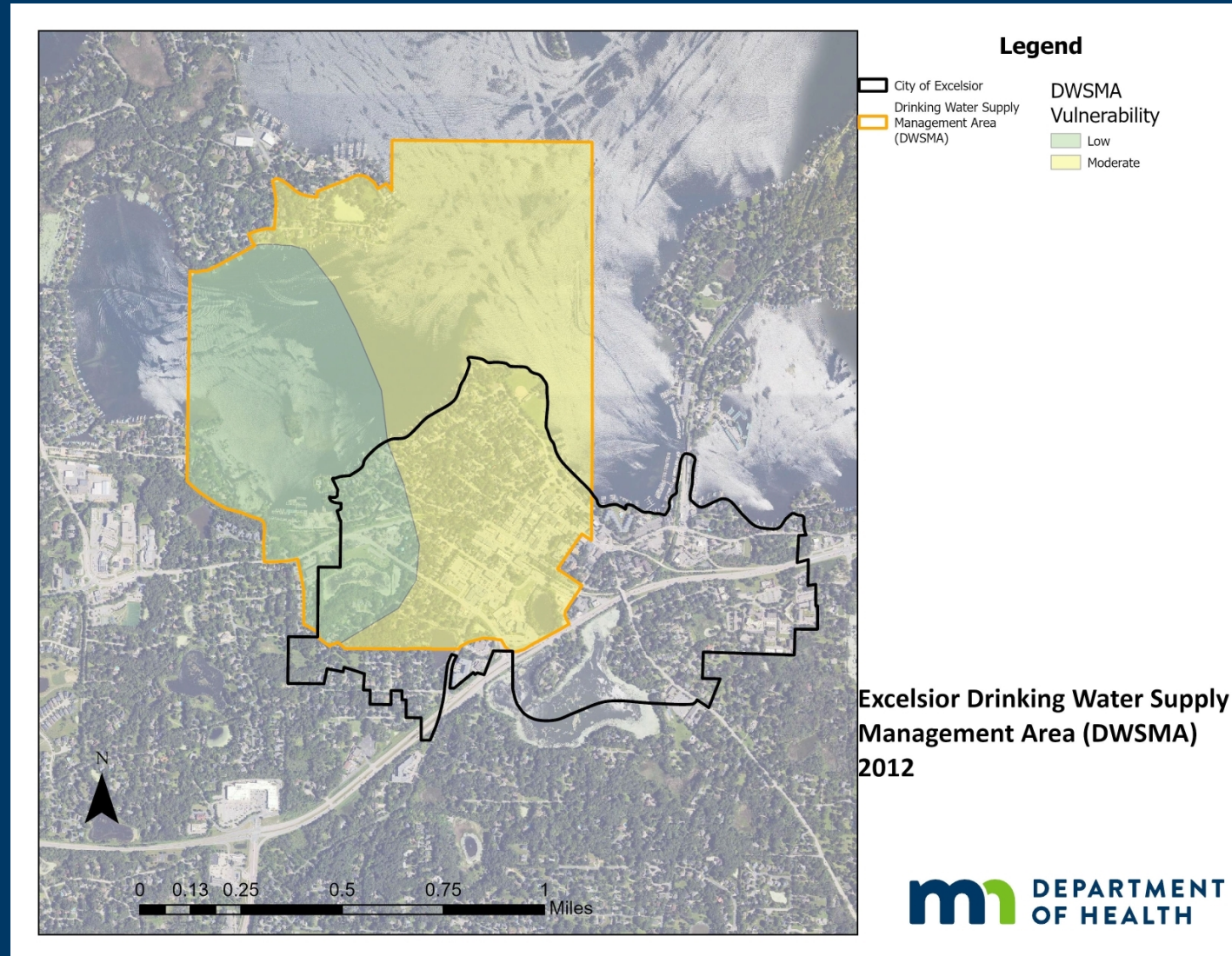


- 1986: U.S. EPA amended the Safe Drinking Water Act to include Wellhead Protection programs (to be administered by each state).
- 1989: Minnesota Groundwater Protection Act granted MDH the authority to prepare the Wellhead Protection Rule, which became effective in November 1997.
- Goal: **Prevent** contaminants from entering the wells and groundwater that supply drinking water.

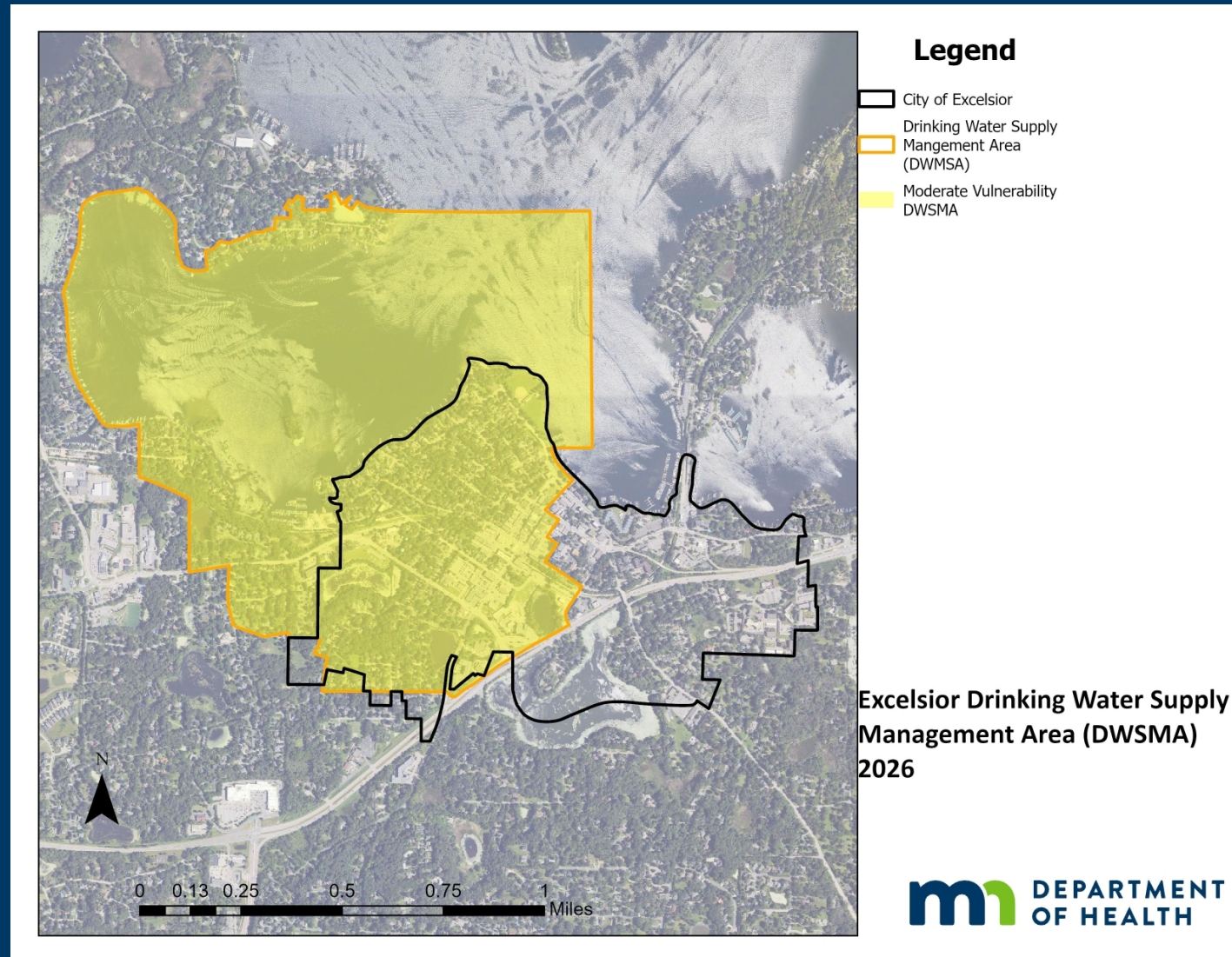
What's Been Done So Far?

- June 2011: Excelsior began to work on their first plan with MDH
- February 2012: Part 1 of first plan approved by MDH
- November 2015: Part 2 of first plan approved by MDH
- July 2024: Plan amendment process began in order to be completed by November 2025
- Due to inadequate resources at MDH to provide technical assistance, Excelsior was granted an extension to complete the plan amendment by **December 31, 2027**.
- April 30, 2026: Part 1 of the plan amendment approved by MDH

Prior (2012) Drinking Water Supply Management Area



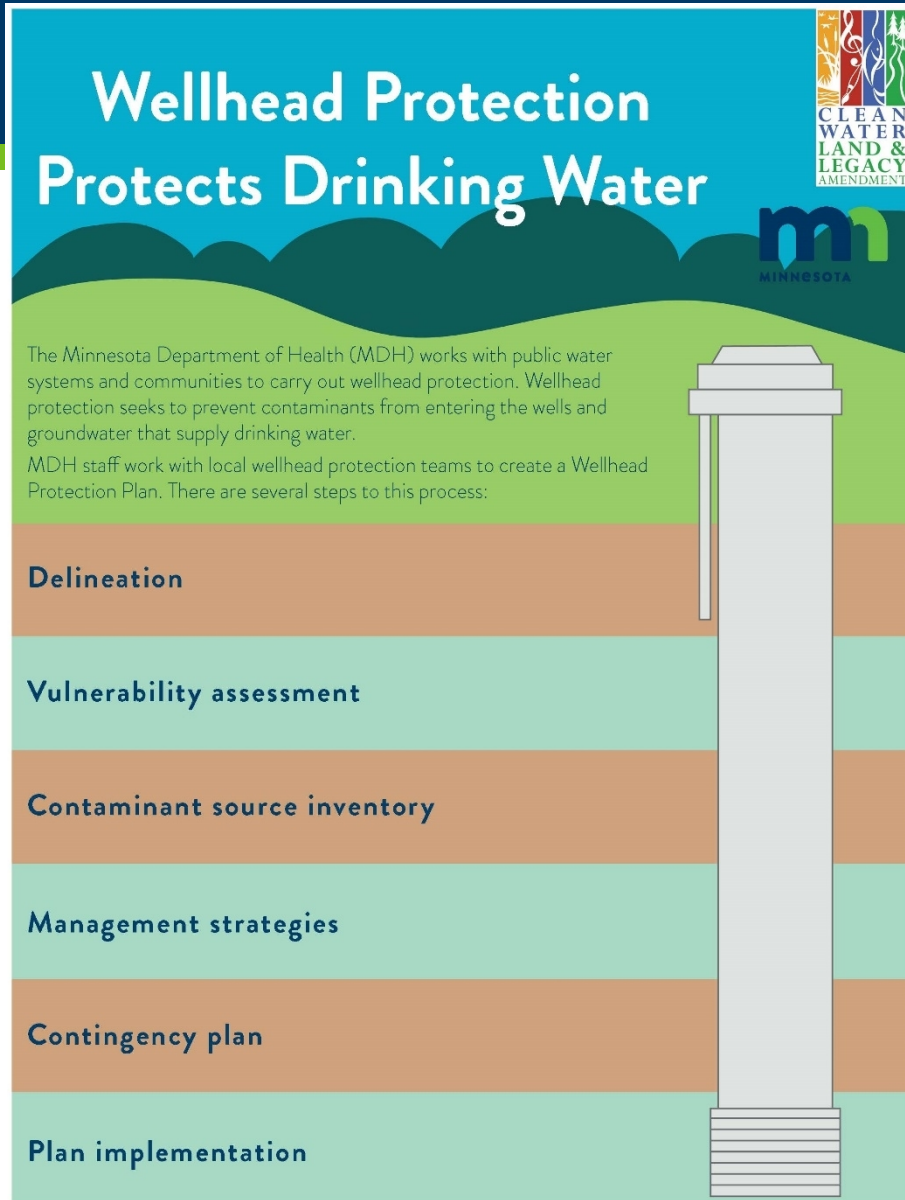
Updated Drinking Water Supply Management Area



Public Information Meeting

- Purpose of the Public Information Meeting:
 - Ensure public understanding of the DWSMA boundaries and the vulnerability of the public water supply wells and the DWSMA to contamination.
 - Discussion of issues and concerns with Part 1 of the plan amendment.
 - Comments on any potential sources of contamination, land use conflicts, etc. within the DWSMA to assist with Part 2 of the plan amendment.

Next Steps



- Second Scoping Meeting with Wellhead Protection Team
- Work with a consultant to write the Part 2 plan.
- Part 2 of the plan amendment must be submitted to MDH no later than December 31, 2027.

Thank You!

Anneka Munsell

anneka.munsell@state.mn.us

651-201-5841

05/27/2026

CHECK REGISTER FOR CITY OF EXCELSIOR
CHECK DATE 05/13/2026 - 05/27/2026

Check Date	Check	Amount
Bank GEN WELLS FARGO		
05/13/2026	93598	572.48
05/13/2026	93600	540.00
05/13/2026	93601	18,655.00
05/13/2026	93602	52.01
05/13/2026	93604	281.01
05/13/2026	93605	136.40
05/13/2026	93606	822.35
05/13/2026	93607	527.00
05/13/2026	93608	65.18
05/13/2026	93609	211.29
05/13/2026	93610	139.98
05/13/2026	93611	158.00
05/13/2026	93612	502.00
05/13/2026	93613	467.14
05/13/2026	93614	13.26
05/13/2026	93615	51.94
05/13/2026	93616	260.29
05/13/2026	93617	600.00
05/13/2026	93618	13.20
05/13/2026	93619	15.10
05/13/2026	93620	3,948.28
05/13/2026	93621	2,575.19
05/13/2026	93624	405.14
05/13/2026	93625	105.30
05/13/2026	93626	29.94
05/13/2026	93627	3,084.46
05/13/2026	93628	108.00
05/13/2026	93629	18,852.41
05/13/2026	93630	556.00
05/13/2026	93631	218.05
05/13/2026	93632	32.96
05/13/2026	93633	492.90
05/13/2026	93634	1,100.00
05/13/2026	93635	12.10
05/13/2026	93636	252.23
05/13/2026	93637	645.10
05/13/2026	93638	143.38
05/13/2026	93639	33.17

05/13/2026	93640	214.53
05/13/2026	93641	717.58
05/19/2026	3549(E)	3,370.52
05/27/2026	3550(E)	16,633.00
05/27/2026	3551(E)	900.00
05/27/2026	3552(E)	8,805.45
05/27/2026	3553(E)	3,024.09
05/27/2026	93642	75.00
05/27/2026	93643	2,700.00
05/27/2026	93644	4,408.00
05/27/2026	93645	384.00
05/27/2026	93646	1,635.39
05/27/2026	93647	275.95
05/27/2026	93648	28.29
05/27/2026	93649	226.81
05/27/2026	93650	113.10
05/27/2026	93651	20.00
05/27/2026	93652	18,964.00
05/27/2026	93653	200.00
05/27/2026	93655	200.00
05/27/2026	93656	1,945.00
05/27/2026	93657	150.00
05/27/2026	93658	165.00
05/27/2026	93659	125.70
05/27/2026	93660	2,189.79
05/27/2026	93661	75.00
05/27/2026	93662	214.00
05/27/2026	93663	7,152.50
05/27/2026	93664	66.49
05/27/2026	93665	200.00
05/27/2026	93666	17,869.37
05/27/2026	93667	372.72
05/27/2026	93668	159.50
05/27/2026	93669	2,360.00
05/27/2026	93670	231.00
05/27/2026	93671	7,871.00
05/27/2026	93672	360.00
05/27/2026	93673	30.20
05/27/2026	93674	370.00
05/27/2026	93675	687.14
05/27/2026	93676	210.19
05/27/2026	93677	1,200.00
05/27/2026	93678	557.14

GEN TOTALS:

Total of 81 Checks:	164,135.69
Less 0 Void Checks:	0.00
Total of 81 Disbursements:	164,135.69

05/27/2026

CHECK REGISTER FOR CITY OF EXCELSIOR
CHECK DATE 05/13/2026 - 05/27/2026

Check Date	Check	Amount
Bank GEN WELLS FARGO		
05/13/2026	93603	47,252.00
05/27/2026	93654	21,719.00
GEN TOTALS:		
Total of 2 Checks:		68,971.00
Less 0 Void Checks:		0.00
Total of 2 Disbursements:		68,971.00

ITEM REPORT

To: City Council

From: Tim Amundsen, Public Works Director

Meeting Date: June 1, 2026

Department/Office: Public Works

Item Name: Professional Services Proposals for Treatment Plant

Summary:

Excelsior's engineering consultant WSB, and subconsultants Barr Engineering, Oertel Architects, and Kurita/Tonka Water have submitted professional services proposals for preparation of construction documents related to improvements to Excelsior's water treatment plant, all contemplated within the previously prepared Water Treatment Plant Capital Improvement Analysis, as well as included in the 2026 overall Capital Improvement Plan for items planned for 2026 repairs and rehabilitation work related to masonry, windows, an arc-flash hazard analysis (code requirement), and preparatory evaluation on filters and softeners to provide additional information necessary for future pending larger scale improvements to the plant.

WSB will coordinate and oversee the effort by the multiple subconsultants to assist Public Works for consistency with prior analysis on the water treatment plant. All consultants recommended here contributed previously to the Water Treatment Plant Capital Improvements Analysis, and prior knowledge and experience are expected to provide efficiencies and cost savings on the overall effort for the City of Excelsior. Quotes or bids from contractors for additional work as solicited by the consultants will be presented to Council for consideration once received.

All costs associated with this effort are within 2026 budgeted amounts, and the work was included in the recently completed utility rate study. Water utility enterprise funds will fund both the professional services work and the contracted work anticipated for 2026.

Staff recommends approval of the professional services proposals as presented.

Recommended Action:

Approve professional services proposals for WSB, Barr Engineering, Oertel Architects, and Kurita/Tonka Water for 2026 water treatment plant repair and rehabilitation work.

Budget:

Attachments:

1. WSB Proposal
2. Kurita Proposal
3. Barr Proposal
4. Oertel Proposal

March 25, 2026

Tim Amundsen
Public Works Superintendent
City of Excelsior
339 Third Street
Excelsior, Minnesota 55331

Re: Proposal for Engineering & Architectural Services
Water Treatment Plant Rehabilitation Project – Phase 1
Excelsior, Minnesota

Dear Mr. Amundsen:

WSB appreciates the opportunity to submit this letter proposal for engineering and architectural services on Phase 1 of the City's Water Treatment Plant (WTP) Rehabilitation Project.

A. PROJECT UNDERSTANDING

WSB understands the City of Excelsior wishes to perform a major rehabilitation of the iron removal filters, ion exchange softeners, high service pumps, chemical feed systems and associated automatic controls within the existing WTP. Several electrical system improvements are included in the WTP rehabilitation project. We also understand that miscellaneous improvements to the existing building are needed. The WTP Rehabilitation Project is intended to extend the useful life of the Excelsior WTP by another 20 – 25 years. It is understood that the overall WTP rehabilitation project will be conducted over the next two (2) years (2026 – 2027).

B. PHASE 1 PROJECT SCOPE

The Excelsior WTP Phase 1 Improvements consist of rehabilitation of the water treatment building, an arc-flash hazard analysis and an inspection of the internals of the pressure filters & softeners. The city anticipates performing the architectural rehabilitation work and arc-flash analysis in 2026. The inspection of the internal components of the pressure filter and softeners will also be performed in 2026. The inspection of the internal components of the tanks will set the course for the overall upgrade of the water treatment plant process equipment beginning in 2027.

C. SCOPE OF ENGINEERING/ARCHITECTURAL SERVICES

The scope of services to be provided by the WSB Team (WSB, Oertel Architects and Barr Engineering) for the Excelsior WTP Phase 1 Improvements Project consists of; 1.) conducting inspections of internal components of the pressure filters and softeners, 2.) conducting an arc-flash hazard analysis and 3.) providing assistance for obtaining and reviewing quotes for WTP building rehabilitation work and inspection of the finished work.

C.1 PROCESS RELATED IMPROVEMENTS

(1) Filter Rehabilitation

- A. Inspect the internal components of the existing pressure filters. To include associated inspection report containing recommendations for rehabilitation.

(2) Softener Rehabilitation

- A. Inspect the internal components of the existing ion-exchange softeners. To include associated inspection report containing recommendations for rehabilitation.

C.2 ELECTRICAL RELATED IMPROVEMENTS

(1) Arc-flash Hazard Analysis.

- A. To include associate report and labels.

C.3 ARCHITECTURAL RELATED IMPROVEMENTS

Provide assistance for obtaining quotes on the work outlined below, review of quotes, recommendations for acceptance of quotes, and inspection of finished work.

(1) Selective Demolition, Removal/Disposal

(2) Miscellaneous Concrete Patching and Leveling or New Slabs

(3) Masonry Rehabilitation

- A. Tuckpointing
B. Brick and Sill Replacement
C. Masonry Cleaning

(4) Lintel Replacement and Bollards

(5) Miscellaneous Carpentry

(6) Joint Sealant

(7) Window Replacement

(8) Prep/Paint Lintels and Bollards

The WSB Team will perform all work necessary to effectively coordinate the project development, maintain the project's schedule and budget, as well as manage the Project Management Team (PMT) starting with a Project Kick-off Meeting. Project management measures will ensure that the project is completed on time, within the budget and in accordance with applicable laws, policies, standards, and good engineering practice.

Members of the WSB Team will attend one (1) design kick-off meeting with City of Excelsior staff to further review the scope of the WTP Rehabilitation Project.

D.1 ADDITIONAL SERVICES

Additional services may be added upon approval by both Client and Consultant via amendment to this Agreement.

E.1 PROPOSED FEES AND SCHEDULE

- E.1.1 Services outlined in the Paragraphs above will be provided for an hourly not-to-exceed fee of \$ 49,500.

The following fee table provides an overview of fees that are broken into the main categories of work.

Task	Fee
I. Process Related Engineering Services	\$5,000
II. Architectural/Structural Services	\$22,500
III. Arc-Flash Hazard Analysis	\$22,000
Total Engineering/Architectural Services	\$49,500

WSB will invoice the City of Excelsior on the basis of actual hours spent at current billing rates. Additional services, if requested and approved by the City, will be invoiced on the basis of actual hours spent at current billing rates. All services will be invoiced monthly.

F.1 SCHEDULE

WSB will begin the project coordination and subsequent design immediately after authorization of this proposal. The proposed schedule includes the following timeframes:

Task	Timeframe
Task 1: Process Related Services	April – May, 2026
Task 2: Architectural/Structural Services	April – September, 2026
Task 3: Arc-Flash Hazard Analysis	June – November, 2026

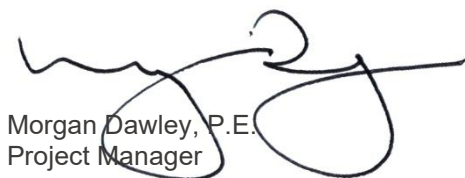
ACCEPTANCE

The proposed scope and fee represent our complete understanding of the project based on discussions with City staff. If the scope and fee appear to be appropriate, please sign on the space provided and email one copy to me and the necessary contract documents will be provided for signature. WSB will start work upon receipt of a signed contract.

We look forward to working with the City of Excelsior on this project.

Sincerely,

WSB



Morgan Dawley, P.E.
Project Manager



Steve Nelson, PE
Director of Water/Wastewater

I hereby authorize WSB to prepare contract documents for the above-referenced project for the City of Excelsior.

By: _____

Name: _____

Date: _____



Sales Quote

1

Kurita America Inc.
6600 94th Avenue North
Minneapolis, MN 55445

Sales Quote Number: SLSQ117147
Sales Quote Date: 3/20/2026
Quote Expiration Date: 4/19/2026
Quote Prepared by: C.PATTON

Bill
To: City of Excelsior
37 Water St
PO Box 558
Excelsior, MN 55331-1822
United States

Sell
To: City of Excelsior
37 Water St
PO Box 558
Excelsior, MN 55331-1822
United States

Ship
To: City of Excelsior
37 Water St
PO Box 558
Excelsior, MN 55331-1822
United States

Tax Ident. Type Legal Entity

Customer ID TW00435
SalesPerson Jacob Schroeder

Ship Via Parcel
Terms Net 30

Item No.	Description	Unit	Quantity	Unit Price	Total Price
EQUIP-FIELDSERV-HR	Field Service - Hours On-Site	HOUR	8	150.00	1,200.00
EQUIP-FIELDSERVTR-HR	Field Service Travel Time	HOUR	2	150.00	300.00
Total:					1,500.00

Notes:

- Quoted prices will be honored for thirty (30) days from the date of quotation, unless otherwise stated.
- Unless specified above, freight is not included.
- Tariff fees and/or sales tax charges may also apply. If applicable, tariff fees and/or sales tax will be calculated at the time of order.
- Service quotes are an *estimate only*. Actual hours to be invoiced upon completion of service.
- For your convenience, this quote may be used as your order for this equipment. To use this quote to submit an order, please complete the following and return to your Sales Representative.

PO Number: _____

Company/Firm Name: _____

Print Name: _____

Signature: _____

Kurita America Inc.
6600 94th Avenue North
Minneapolis, MN 55445

Sales Quote Number: SLSQ117147
Sales Quote Date: 3/20/2026
Quote Expiration Date: 4/19/2026
Quote Prepared by: C.PATTON

NATIONAL SERVICE RATES		
DAY	TIME	RATE
M-F	Per day (travel included)	
Sat	Per day (travel included)	
Sun	Per day (travel included)	
	Airfare & Car Rental RT	
	Per Diem	
	*Scheduling requires a minimum of 2 weeks notice	
	**Cancellation and/or date changes to existing trip schedules are subject to change fees.	

KURITA AMERICA'S STANDARD WARRANTY POLICY & PROCEDURES

Kurita America Inc. will cover under warranty all parts sold to be free of defects in material or workmanship. Liability under this policy extends for 12 months from date of delivery. Kurita America's liability is limited to replace and/or repair the failed equipment or part which has been proven defective in material or workmanship upon Kurita America's and/or the manufacturer's examination. This warranty does not include removal, installation, labor costs or freight charges incurred and in no event shall Kurita America's liability exceed the selling price of such equipment or part.

EXCEPTIONS:

- Parts that have not been installed by Kurita America's technicians and were not installed per the manufacturer specifications. Parts that were not used, operated and/or maintained per the manufacturer specifications or use instructions.
- OEM parts and accessories are subject to the terms and conditions of each manufacturer.
- Analytical sensors (conductivity, pH, ORP, etc.) are all considered consumable parts not covered under warranty. Pump tube assemblies and rubber components are considered perishable and not covered under warranty.
- Gaskets, seals, pump seals, O-rings, etc. are considered perishable and not covered under warranty. Used and/or refurbished parts purchased will have a 30 day warranty from ship date.
- Damage to circuit boards is not warranted if caused by failure to seal the controller door after servicing, (if service was not performed by a Kurita America technician) and/or if the top of enclosure conduit entries are not sealed.

Kurita America makes no other warranties, express or implied, for products manufactured by third party. The implied warranties are specifically disclaimed except as set forth above. Third party warranties may apply (information to be provided upon request). Kurita America makes no other representations or warranties concerning services and disclaims the same. The failure to give notice of a warranty claim within the times stated above shall constitute a waiver by you of all claims in respect to such products.

Only new, unused and undamaged parts/equipment will be accepted for return. Any part returned to Kurita America for evaluation, repair or replacement must have a Return Material Authorization number assigned before it is returned, Kurita America is not responsible for parts returned without an RMA number. Contact your sales or customer service representative to obtain an RMA number.

The RMA number must be clearly noted on the outside of the return package. Kurita America will not provide replacement parts for use during the warranty evaluation/repair process. Replacement parts will require a PO for order processing and will be invoiced accordingly.

OEM evaluation processes can take up to 6 weeks to determine if a part is covered under warranty. Kurita America strongly recommends purchasing spare parts for critical applications.

Kurita America Inc.
6600 94th Avenue North
Minneapolis, MN 55445

Sales Quote Number: SLSQ117147
Sales Quote Date: 3/20/2026
Quote Expiration Date: 4/19/2026
Quote Prepared by: C.PATTON

TERMS OF SALE

Kurita America Inc. ("KAI") is pleased to provide your company with a quotation for quality water treatment products, product support and/or services (collectively, the "products"). If you submit to KAI a purchase order or other documentation with terms and conditions different from or additional to the terms and conditions described in this terms of sale, KAI hereby objects to those terms and does not assent to them. No such term shall be a part of any contract between the parties. The terms of KAI's quotation, except for these terms of sale, are not binding, do not constitute an offer and are subject to change without notice. You specifically acknowledge and agree by receipt of products provided by KAI, that you are subject to the limitation of liability and warranty disclaimer provisions and the other provisions of this terms of sale.

Prices and payment: Unless expressly stated otherwise in writing, the price for all products shall be KAI's price at the time of shipping and is subject to change without notice. All payments should be made in U.S. Dollars. Prices shall not include freight costs unless expressly stated in this quotation. Prices exclude all sales, license, use, excise, and any other taxes applicable to the manufacture, sale, or transport of the products sold by KAI. Prices exclude any surcharges that KAI may charge at the time that an order is placed. Such surcharges shall not exceed 15% of the total amount of goods and services. You agree to provide payment as set forth in each sales quote or invoice. Payment shall be due thirty (30) days from delivery of products.

Tariff Fees: Due to the current global trade environment, you acknowledge that certain goods and/or raw materials may be subjected to tariffs imposed on U.S. imports as a result of one or more executive actions taken by the President of the United States or by the act of Congress. Should such tariffs increase the procurement costs of Product(s) contemplated herein, including all changes and modifications to said tariffs as may be made from time to time (Applicable Tariffs), you agree that the resulting increase in procurement costs shall be borne by you. Any such price adjustment shall be limited to putting KAI into the same economic position it would have been in without the Applicable Tariffs. Prices for products unaffected by applicable Tariffs will not be subjected to the permitted adjustment under this paragraph.

Warranty: All products manufactured by KAI will be properly manufactured according to KAI specifications and shall carry the implied warranty of merchantability established by statute under UCC article 2. For equipment, KAI will cover under warranty all parts sold to be free of defects in material or workmanship. Liability under this policy extends for 12 months from date of delivery. For chemicals, the failure to give notice of a warranty claim within thirty (30) days from date of delivery shall constitute a waiver by you of all claims in respect to such products. KAI makes no other warranties, express or implied, for products manufactured by any third party. The implied warranties of merchantability, fitness for a particular purpose, or other warranties, are specifically disclaimed except as set forth above. Third party warranties may apply (information to be provided upon request). KAI makes no other representations or warranties concerning services and disclaims the same.

Safety: You shall be responsible for following all federal, state and local regulations and any applicable health and safety guidelines for storage and handling of chemicals by your personnel. You acknowledge that KAI has furnished to you Product Safety Data Sheets. You are solely responsible to disseminate such information to give warning of possible hazards to persons you can reasonably foresee may be exposed to such hazards, including but not limited to, your employees, agents, contractors and customers. If you fail to disseminate such warnings and information, you agree to defend and indemnify KAI, including payment of reasonable attorneys' fees, and hold KAI harmless from any claims or liability arising out of or in any way connected with such failure.

Limitation of Liability: Notwithstanding any other agreement between the parties, KAI's sole maximum liability and your sole maximum remedy in contract, tort, or otherwise, shall be the amounts you paid to KAI and under no circumstances shall KAI be liable for special, in direct or consequential damages. The price stated for the products is consideration for limiting KAI's liability. No action, regardless of form, arising out of the transactions under this quotation may be brought by you more than one (1) year after the date of this quotation. Without limitation of the foregoing, in no event will KAI be responsible or liable for (a) penalties or penalty clauses of any description, or (B) Indemnification of you or others for costs, damages or expenses arising out of or related to the products.

Risk of Loss: Regardless of arrangements for payment of shipping costs, title to the Products shall vest in you upon delivery to the carrier for shipment (FOB shipping point). KAI will ship and deliver the Products to your specified place of delivery using a carrier selected by KAI; provided, however, that you shall be responsible for clearing any necessary customs with respect to the Products. You shall bear the risk of loss, damage, and destruction from every cause once the Products have been delivered to the carrier.

Returns: No Products shall be returned for credit without first obtaining written consent from an executive officer of KAI. A 25% restocking / evaluation fee will be applied to all non-warranty returned chemicals or parts. Returned parts covered under warranty will not be credited to the customer until KAI receives credit from the part supplier.

Cancellation: Orders accepted by KAI are subject to cancellation by you only upon the express written consent of KAI. Upon such cancellation and consent, KAI shall cease work and hold for you all completed and partially completed articles and work in progress and you shall pay KAI: for all work and materials that have been committed to and/or identified to your order plus a cancellation charge as prescribed by KAI, in addition to a reasonable profit to KAI on the entire contract.

Import/Export: You acknowledge that the Products may be subject to Export Control Laws (defined below). You hereby agree not to export, re-export, or otherwise distribute Products in violation of any Export Control Laws and to comply with applicable Export Control Laws. You warrant that you will not purchase, export, or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless permitted by applicable laws. You further warrant you will not export or re-export, directly or indirectly, any Products to embargoed countries or transfer or sell Products to companies or individuals listed on the Denied Persons List published by the United States Department of Commerce. "Export Control Law(s)" means all applicable export laws and regulations, including, without limitation, the Arms Export Control Act (22 U.S.C. § 2751-2794), the International Traffic in Arms Regulations (ITAR) (22 U.S.C. § 120 et seq), and the Export Administration Regulations (15 C.F.R. § 730-774), including the requirement for obtaining any export license or agreement, if applicable.

Confidentiality: This quote contains confidential and/or proprietary information of KAI and may contain confidential and/or proprietary information of you. The information is being supplied solely for the purposes of providing KAI information necessary to create this quote, and of providing you enough information to make an informed decision regarding engaging KAI to provide the Products. By providing information relative to, creating, delivering, receiving and considering this quote, KAI and you each: (1) agree to keep all information of the other relating to this quote confidential; (2) agree to distribute said information only to its own personnel and only to the degree necessary for creation of and proper consideration of this quote; (3) agree that the information will be used solely for the creation and consideration of this quote; and (4) state and affirm that they have the right to the disclosure and use of the information they have provided relating to this quote.

General Governing Provisions: (1) Any modification of this Terms of Sale shall be in writing and signed by authorized representatives of both parties. (2) This Terms of Sale shall supersede any other agreements entered into at any time between the parties. (3) If any provision of this Terms of Sale proves to be or becomes invalid or unenforceable then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed, and the remainder of this Terms of Sale shall remain in full force and effect. (4) No waiver of any breach of any provision of this Terms of Sale shall constitute a waiver of any other breach of the same or any other provision hereof. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. (5) Either party shall be relieved from liability hereunder for failure to perform any of the obligations imposed herein, except the obligation to pay for products or product support already delivered, if said failure is occasioned by any cause or causes reasonably beyond the control of the party including but not limited to acts of God, fire, explosion, flood, hurricanes, strikes, riots or civil commotion, war or acts of terrorism. (6) In the event of a dispute of any kind, the prevailing party shall be entitled to its attorneys' fees and costs. (7) All disputes shall be venued in Minnesota state or federal courts and shall be interpreted under the laws of the State of Minnesota without consideration to the conflict of law's provisions thereof. (8) The UN Convention on Contracts for the International Sale of Goods will not apply.

March 19, 2026

Mr. John Lapointe, PE
Senior Project Manager
WSB & Associates, Inc.

Re: CITY OF EXCELSIOR WATER TREATMENT PLANT – ARC-FLASH ANALYSIS

Dear John:

Thank you for contacting us regarding electrical engineering services consisting of an arc-flash hazard analysis for the water treatment plant in Excelsior, Minnesota. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for this project.

PROJECT DESCRIPTION

We understand that the City of Excelsior is requesting that an arc-flash hazard analysis be performed at their existing water treatment facility. This was described in the preliminary design report for the water treatment facility issued by WSB on June 18, 2024.

Arc-flash analysis will adhere to IEEE Standard 1854 and the requirements of NFPA 70E – Standard for Electrical Safety in the Workplace, and in accordance with the following:

1. Calculation model will be developed in SKM System Analysis Inc. software.
2. The model will be developed based on information available from record drawings and field observations made without opening equipment.
3. If data cannot be verified, Barr will use IEEE or other industry standards for data collection.
4. Barr will contact the serving electric utility to obtain available fault current levels. Typically, the utility will not release the actual fault current available at a specific site and only release the maximum available fault current based on the transformer serving that site. If the utility only provides the maximum available fault current, Barr will perform all analyses under two scenarios:
 - a. Maximum available fault current, and
 - b. 50% of maximum available fault current.These scenarios are outlined in IEEE Paper No. PCIC-2009-16 “Impact of Available Fault Current Variations on Arc-Flash Calculations”
5. The system will not be analyzed as fed by the standby generator, but by utility power only.

SCOPE OF SERVICES

In support of your efforts, Barr proposes to provide the following electrical engineering subconsultant services to WSB:

1. Review existing data: Barr will coordinate with City staff and review design and shop drawings to gather electrical equipment data for each piece of equipment.
2. Field reconnaissance: Barr staff will perform field reconnaissance at the water plant. Barr requests that the City provide a qualified staff member to attend the reconnaissance as necessary to address questions and assist with access.
3. Utilizing verified data, Barr will model the electrical system using SKM Power Tools, a power system modelling software. The model will include relevant distribution equipment, cable, and protective devices starting at the utility feed point.
4. Short circuit analysis will be performed and subsequent calculations by the model of arc-flash hazard levels.
5. A final report will summarize the findings of the arc-flash analysis and assessment of the water plant electrical system. This report will include a PDF copy of the arc-flash labels for approval by the City.
6. When arc-flash labels are edited and approved to City standards, they will be printed off on stickers for application by Barr staff in cooperation with City staff.

PROPOSED FEE

Barr Engineering proposes to provide the outlined scope of services to WSB on an hourly basis to a budget limit of \$22,000.

Services are billed monthly. Reimbursables such as automobile mileage are included in the total above.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

BARR ENGINEERING CO.

Mark E. Ziemer, P.E.
Senior Electrical Engineer

Date: Monday, October 2, 2023

Updated: Tuesday, March 24, 2026

To: Steve Nelson | Director of Water/Wastewater | WSB
John Lapointe | Senior Project Manager | WSB

From: Thomas Stromsodt | Oertel Architects | Principal

RE: Excelsior WTP

Steve/John –

Thank you for this opportunity to work with you again. We have based our fee on previous projects, the design concept discussed in our meeting, and the following assumptions.

- The scope of services proposed through Oertel Architects will be architecture and structural engineering
- The architect will work with the Engineer and the owner to determine the overall scope of the project. At a minimum, the work would include:
 1. Repair and rehabilitation work as noted during the Capital Improvements (CIP) analysis (attached)

FEE SCOPE ASSUMPTIONS:

- During the process, we will include (2) meetings on-site and (4) video coordination meetings
- ~~○ The design documents will be done in Revit.~~
- ~~○ Construction administration for the project will be finalized in a future proposal based on perceived need. I have provided a baseline scope of services and fee within this proposal.~~
- ~~○ Progress sets will be provided at the 90% and 100% completion phases of the project.~~
- The design team will provide physical samples of materials and equipment for staff review, selection, and approval with each progress set submission.
- The architect will provide an opinion of cost for the architectural scope at each phase.
- The architect and structural engineer will create narratives and diagrams as required for the owner to obtain quotes for each scope item
- The Construction Observation scope is to be per this proposal. Additional Construction observation will be negotiated on an as-needed hourly basis using the consultants' current billable rates.

Task 1.0 - Construction Documents

1. ~~Field verification of scope items as identified in Phase One documents~~
2. ~~Complete architectural drawing package and specifications (at 90% and 100% completion) for bid procurement~~
3. ~~Facilitate plan review with City~~
4. ~~Provide Final Opinion of Cost for architectural items~~
5. Assist owner in preparation of bid quote packages including technical language, building diagrams, quantities, materials, and products.
6. Coordinate language and material standards per funding guidelines and requirements

Task 2.0 – Bidding

Bidding:

Evaluate the Bids and Alternates
Review and verify Bidder Qualifications

Task 3.0 – Construction Administration

Construction Administration:

~~Confirmed Drawings and Project Manual.~~
Pre-Installation meeting (Masonry and Precast)
Jobsite Observation Reports.
Review of Construction Submittals and electronic copies.
Review of Equipment and Systems Tests and Reports.
Maintenance Materials Transmittals.
~~Contractor's Close Out Manuals.~~
Project Documentation and Records including ASI's, RFI's, Proposal Requests, and Construction Change Directives.

Construction Meetings:

Construction Progress Meetings	(2) @ (4) hours each
Substantial Completion Meetings	(1) @ (4) hours each
Post Occupancy Review	(1) @ (4) hours each

Exclusions

- Geotechnical evaluation
- Special inspections, construction testing and evaluation
- Special foundation design coordination
- Telecom and Security designs (coordination with City staff/vendors for pathways included Construction Document design phases)

Engineer provided items:

- Cad based backgrounds for
- City procurement and contractual requirements for the bidding process
- Project schedule coordination and building estimate management/formatting

PROPOSED FEE

Fee is a flat fee for the tasks and deliverables scheduled.
Fees by tasks are as follows:

Task 1 – Construction Documents	Architectural - \$6,250 Structural - \$4,200
Task 2 – Bidding	Architectural - \$4,300 (Final amount/scope TBD) Structural - \$1,200
Task 3 - Construction Administration	Architectural - \$4,890 (Final amount/scope TBD) Structural - \$1,500

REIMBURSABLE FEES (Allowances)

Any reimbursable expenses (mileage, printing, etc.), will be billed as incurred to this amount.

\$750

TERMS AND CONDITIONS

Space standards and best practices diagrams and narrative have been developed by Oertel Architects and are proprietary intellectual property. They are for the sole use of City of Excelsior for this study project.

Thank you,

Thomas Stromsodt, AIA, Principal
Oertel Architects, Ltd.

Signature

Name Printed

Title

Date

Signature

Name Printed

Title

Date

MEMORANDUM

Re: Item 8(c)- April Financials

Date: June 1, 2026

To: City Council

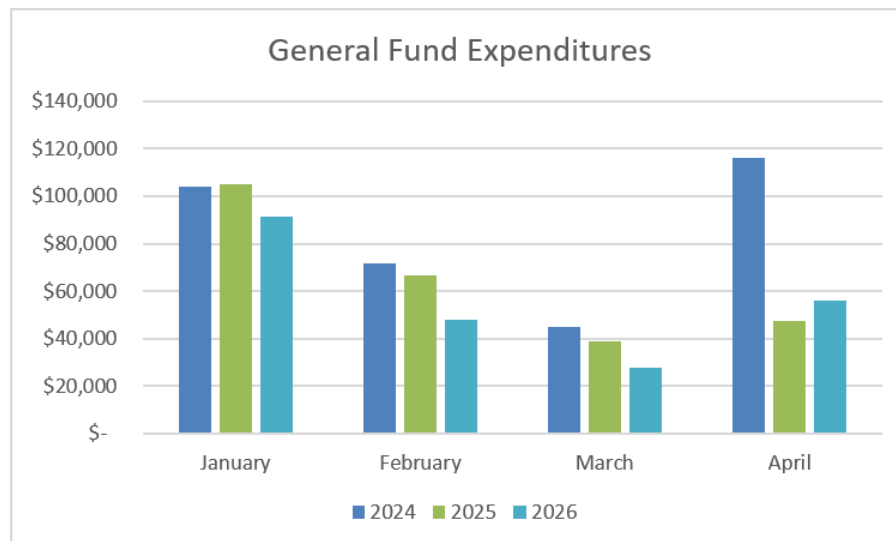
From: Jenny Palmer-Finance Director

General Fund Revenues

The April target budget is 33.33%. Revenues are under budget but higher than last year. The first half tax settlement deposit won't happen until June.

GENERAL FUND	BUDGET	APRIL REVENUE	YTD REVENUE	VARIANCE	PERCENT RECEIVED
Taxes and Franchise Fees	2,087,125	6,507	24,873	2,062,252	1.19%
Business Licenses	120,925	1,350	4,475	116,450	3.70%
Non-Business Licenses/Permits	271,050	36,644	89,297	181,753	32.94%
Intergovernmental Revenue	57,000	-	7,223	49,777	12.67%
Charges for Services	73,900	2,355	22,609	51,291	30.59%
Fines	15,000			15,000	0.00%
Water Tower and Kayak Rental	46,500	5,267	48,751	(2,251)	104.84%
Park Vendor, Garden and Cemetery Plots	42,000	2,630	7,930	34,070	18.88%
Transfers from Other Funds	625,000			625,000	0.00%
Other Revenue	144,500	1,411	17,691	126,809	12.24%
GENERAL FUND TOTAL	3,483,000	56,165	222,850	3,260,150	6.40%

	April	Annual	% of Annual
	YTD Revenues	Revenues	Revenues
2024	\$ 336,886	\$ 3,097,442	10.88%
2025	\$ 257,655	\$ 3,486,562	7.39%
2026	\$ 222,850	\$ 3,483,000	6.40%

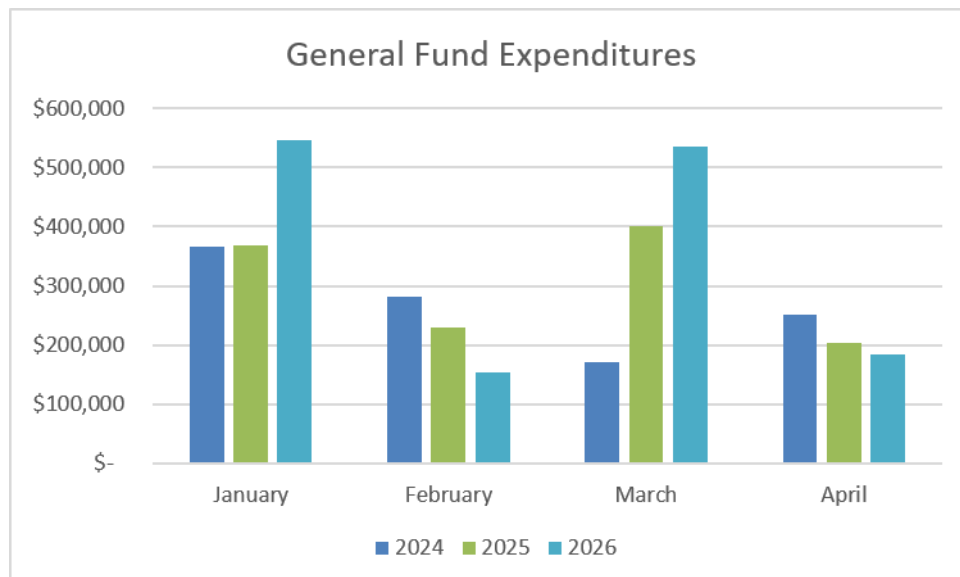


General Fund Expenses

General Fund target expenses are 33.33%; currently expenses are 7.46% over target budget. This is mainly due to second quarter's Police and Fire expenses paid in March. Expenses for Streets is higher than the target budget due to equipment repairs for snow removal equipment. City Manager/Clerk is slightly higher due to annual training being paid in January and 2026 Workers Comp premium paid in April. City Administration expenses are higher due to purchasing planning software in January and paying for the 2026 audit expenses in April. Expenses are still in line with prior years.

GENERAL FUND	BUDGET	APRIL EXPENSE	YTD EXPENSE	VARIANCE	PERCENT EXPENDED
Council	19,469	40	4,430	15,039	22.75%
City Manager/Clerk	245,652	25,924	94,817	150,835	38.60%
Elections	7,624	-	867	6,757	11.37%
Finance	84,549	8,934	29,687	54,862	35.11%
Planning & Zoning	275,411	25,691	97,051	178,360	35.24%
City Administration	336,653	36,539	131,369	205,284	39.02%
Heritage Preservation	25,500	300	9,313	16,188	36.52%
Police	1,064,764	166	533,827	530,937	50.14%
Fire	361,208	2,000	179,604	181,604	49.72%
Building Inspections	75,000	755	14,384	60,616	19.18%
Engineering	50,000	1,406	7,374	42,627	14.75%
Streets	308,302	31,796	119,227	189,075	38.67%
Park Maintenance	528,368	48,811	160,822	367,546	30.44%
Recreation Program	500	-	458	42	91.60%
Trees and Plantings	100,000	2,892	37,576	62,424	37.58%
GENERAL FUND TOTAL	3,483,000	185,255	1,420,804	2,062,196	40.79%

	April YTD Expenses	Annual Expenses	% of Annual Expenses
2024	\$ 1,070,270	\$ 3,097,442	34.55%
2025	\$ 1,202,138	\$ 3,346,062	35.93%
2026	\$ 1,420,804	\$ 3,483,000	40.79%

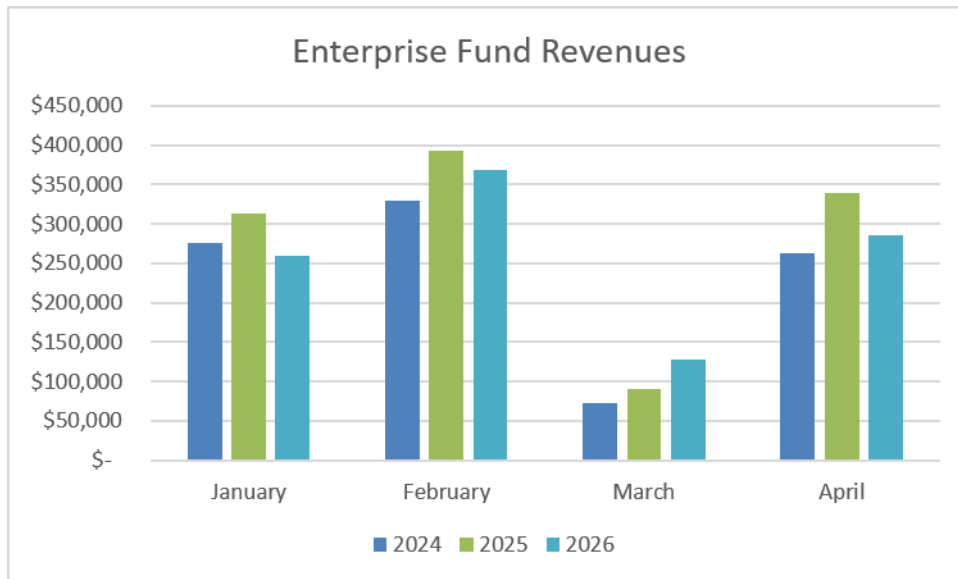


Enterprise Funds Revenue

The Enterprise Fund revenues are slightly under budget by 2.65%. The Water and Sewer fund are lower due to 4th quarter water and sewer revenues at 2025 rates. The new rates started with the April billing. Utility bills were due May 7th, this will increase revenues closer to target next month.

	<u>BUDGET</u>	<u>APRIL REVENUE</u>	<u>YTD REVENUE</u>	<u>VARIANCE</u>	<u>PERCENT RECEIVED</u>
Water Fund	1,379,370	118,499	349,882	1,029,488	25.37%
Sewer Fund	1,030,096	105,722	273,105	756,991	26.51%
Street Lighting Fund	76,000	8,478	26,553	49,447	34.94%
Docks Fund	537,007	19,862	284,804	252,203	53.04%
Surface Water Mgmt Fund	380,400	33,801	109,691	270,709	28.84%
ENTERPRISE FUND TOTAL	3,402,873	286,362	1,044,034	2,358,839	30.68%

	April	Annual	% of Annual
	YTD Revenues	Revenues	Revenues
2024	\$ 942,642	\$ 2,584,550	36.47%
2025	\$ 1,137,090	\$ 2,836,495	40.09%
2026	\$ 1,044,034	\$ 3,402,873	30.68%

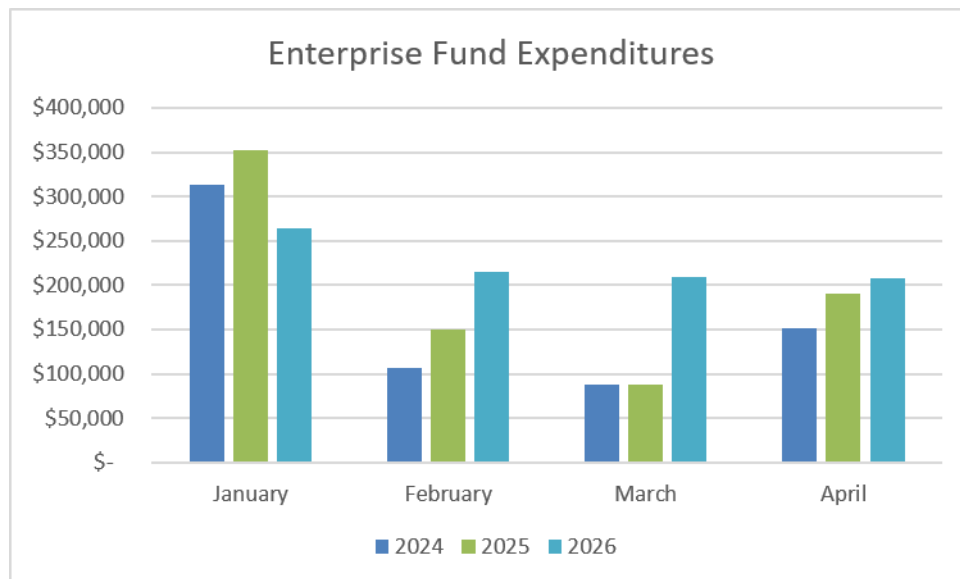


Enterprise Funds Expenditures

The Enterprise Fund expenses are slightly under the target budget of 33.33% for for April.

	<u>BUDGET</u>	<u>APRIL EXPENSE</u>	<u>YTD EXPENSE</u>	<u>VARIANCE</u>	<u>PERCENT EXPENDED</u>
Water Fund	926,074	45,472	312,506	613,568	33.75%
Sewer Fund	1,045,025	103,764	352,783	692,242	33.76%
Street Lighting Fund	91,331	8,292	28,149	63,182	30.82%
Docks Fund	564,892	29,237	82,015	482,877	14.52%
Surface Water Mgmt Fund	430,306	21,230	120,407	309,899	27.98%
ENTERPRISE FUND TOTAL	3,057,628	207,995	895,859	2,161,769	29.30%

	April	Annual	% of Annual
	YTD Expenses	Expenditures	Expenditures
2024	\$ 658,467	\$ 2,657,378	24.78%
2025	\$ 779,075	\$ 2,449,727	31.80%
2026	\$ 895,859	\$ 3,057,628	29.30%



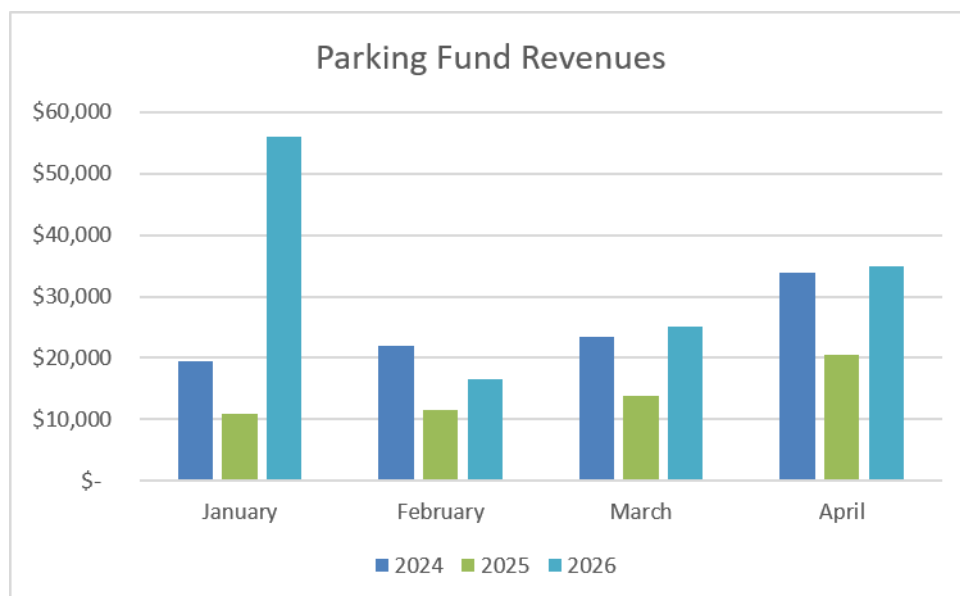
Parking Fund Revenues

The Parking Fund is now tracked as its own fund. The main revenue generating months for parking are May-August. While parking revenues are under budget, they are in line with prior years. Parking permit revenues are significantly higher than the target budget of 25% due to customers renewing their permits in the beginning of the year. Also Parking Citation revenue is higher because it includes fine revenue from Hennepin County in addition to Interstate citations.

Revenues

PARKING FUND	<u>BUDGET</u>	APRIL REVENUE	YTD REVENUE	VARIANCE	PERCENT <u>RECEIVED</u>
Special Event Parking	62,200	0	2,626	59,574	4.22%
Metered Parking	883,000	24,777	74,875	808,125	8.48%
Parking Permits	25,000	2,782	19,566	5,434	78.26%
Parking Citations	50,000	7,386	21,053	28,947	42.11%
Parking Impact Fees	0	0	0	-	0.00%
Charter Boat Maintenance Fees	30,300	0	0	30,300	0.00%
Parking Lot Maintenance Fees	45,900	0	14,487	31,413	31.56%
PARKING FUND TOTAL	1,096,400	34,945	132,607	963,793	12.09%

	April YTD Revenues	Annual Revenues	% of Annual Revenues
2024	\$ 98,770	\$ 745,122	13.26%
2025	\$ 56,846	\$ 602,394	9.44%
2026	\$ 132,607	\$ 1,096,400	12.09%

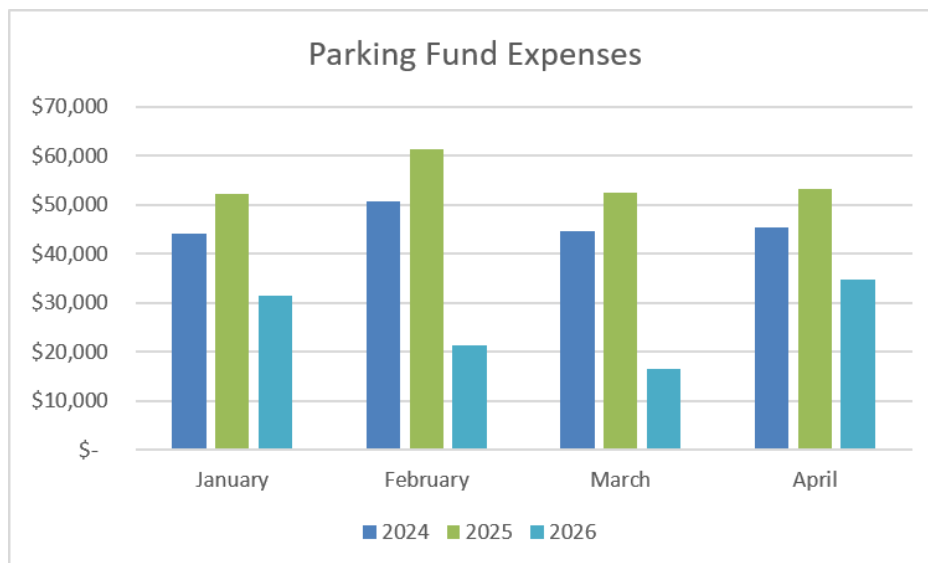


Parking Fund Expenses

Parking Fund 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. Also, the budget for Ramp Reserves for Major Repairs has been updated to reflect the budget from Interstate Parking. Ramp Maintenance is over budget due to the Parking Fund's share of the annual street sweeper lease payment made in February. City Staff is over budget due to worker's compensation paid in April.

PARKING FUND	BUDGET	APRIL EXPENSE	YTD EXPENSE	VARIANCE	PERCENT EXPENDED
Ramp Reserves for Major Repairs	18,945	3,158	3,158	15,788	16.67%
Ramp Insurance, Utilities, Supplies	10,500	1,101	3,758	6,742	35.79%
Ramp Maintenance	11,000		10,097	903	91.79%
City Staff	96,162	12,539	38,728	57,434	40.27%
Parking Operator	401,150	14,000	27,200	373,950	6.78%
Permitting, Office, Bank Fees, Admin Costs	86,305	3,953	21,060	65,245	24.40%
Downtown Streetscape	35,000		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	1,213,621	34,751	104,096	1,109,526	8.58%

	April	Annual	% of Annual
	YTD Expenses	Expenses	Revenues
2024	\$ 185,074	\$ 587,913	31.48%
2025	\$ 219,448	\$ 685,746	32.00%
2026	\$ 104,096	\$ 1,213,621	8.58%



Capital and Special Revenue Funds

	BUDGET	APRIL ACTIVITY	YTD	VARIANCE	PERCENT EXPENDED
Revenues					
Local Sales Tax - The Commons	802,000	48,926	230,746	571,254	28.77%
Debt Service Funds	1,423,885	425	25,309	1,398,576	1.78%
Capital Project Funds	1,430,622	11,440	59,602	1,371,020	4.17%
Expenditures					
Local Sales Tax - The Commons	875,000	-	29,748	845,252	3.40%
Debt Service Funds	1,654,270	-	1,355,860	298,411	81.96%
Capital Project Funds	619,300	58,458	220,010	399,290	35.53%

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.

Council Action: Accept report for filing.

ITEM REPORT

To: City Council

From: Kevin Quinn, Parks Manager

Meeting Date: June 1, 2026

Department/Office: Public Works

Item Name: The Commons Message Board

Summary:

At the April 14th Parks and Recreation Commission (PNR) meeting, the Commission approved a motion to recommend a message board to be installed in The Commons. The intent of the message board would be to provide a central location in The Commons for the City of Excelsior to communicate updates on park improvements, event information, and public service announcements.

Proposed Message Board:



Message Board Specifications:

- Two Door locking enclosed Bulletin Board Display Case
- Weather-Resistant Exterior Cabinet with Posts
- Eco-Design Faux Wood Recycled Plastic Lumber which looks like real wood

- Removable interior corkboard panel
- Long-Lasting: Will Not Rot, Splinter, or Crack
- Impervious to Water, Chemicals, and Insects
- Withstands typical everyday outside elements - Not floodproof
- Bottom Cabinet Weep Holes: Drain Any Water + Dissipate Condensation
- Slanted Overhang rain shelter
- Color: Weathered Wood
- Dimensions: 45" Wide x 36" High

Estimated Total Cost: \$1,019 (not including shipping)

PNR prefers this message board for the following reasons:

- It has double doors and the division it provides between messaging areas
- It is made of recycled plastic
- The size of the sign
- The weathered wood color which would blend well with the surrounding landscape

Proposed Location:



Proposed Location and Mockup Details:

The proposed message board location is near the intersection of the plaza and the sidewalk which runs parallel to Lake St. The mockup board in the image has smaller dimensions (30" x 36") than the proposed board. This location is recommended due to its central location in The Commons and that it would not block view corridors to the lake. The proposed location may need to be shifted from this precise location based on underground utilities or other obstructions which may exist.

The Heritage Preservation Commission (HPC) reviewed the proposed information sign for The Commons at their meeting on April 28th given their purview in The Commons. Here are their comments:

1. Want to be sure that this sign will be for city information only and that it will not be used for advertising or use by non-city individuals/groups
2. Expressed some concern about the sign posts or “legs”; they look small. Verify that the proposed size of posts will support the sign.
3. The location is good.
4. The overall aesthetic of the sign is good.
5. Understand that the doors will be locked and any information will be posted behind the glass.
6. It will be important to maintain the sign. Keep it clean, free from any graffiti or other signage that may get posted on it.

Following review by PNR and HPC, staff is recommending the purchase of the aforementioned sign to be installed at the proposed location at the intersection of the sidewalk and Commons plaza driveway.

Recommended Action:

Approve the purchase of the proposed message board and location for the estimated amount \$1,019 from the park capital fund.

Budget:

Attachments:

None



Item: 8.e.

ITEM REPORT

To: City Council

From: Julia Mullin, Community Development Director

Meeting Date: June 1, 2026

Department/Office: Community Development

Item Name: Fair Housing Policy Resolution

Summary:

Proposed for Council review is the annual adoption of a Fair Housing Policy for the City Excelsior. The City of Excelsior received a grant in 2023 from the Metropolitan Council, Livable Communities Act program, for the redevelopment of 339 Third Street (now One West Drive) and the Metropolitan Council requires that recipients of Livable Communities Act grants affirm their commitment to further fair housing and adopt a Fair Housing Policy. In August 2023, the City Council adopted a Fair Housing Policy (Resolution 2023-55).

The purpose of a Fair Housing Policy is to demonstrate a community's commitment to ensure that fair and equal housing opportunities are granted to all persons in all housing opportunities and development activities funded by the city regardless of race, color, religion, gender, sexual orientation, marital status, status with regard to public assistance, familial status, national origin, or disability. Title VIII of the Civil Rights Act establishes federal policy for providing fair housing throughout the United States and the intent is to ensure equal housing opportunities for all citizens.

The annual update of Excelsior's Fair Housing Policy is before the City Council tonight for approval.

Recommended Action:

It is staff's recommendation that the Council approve the annual update of Excelsior's Fair Housing Policy and adopt Resolution 2026-32.

Budget:

Attachments:

1. 1_Resolution_Fair Housing Policy_06_01_26
2. 2_Fair Housing Policy_2026

City of Excelsior

Resolution No. 2026-32

A Resolution Adopting a Fair Housing Policy for the City of Excelsior

WHEREAS, the purpose of a Fair Housing Policy is to demonstrate a community's commitment to ensure that fair and equal housing opportunities are granted to all persons in all housing opportunities and development activities funded by the city regardless of race, color, religion, gender, sexual orientation, marital status, status with regard to public assistance, familial status, national origin, or disability; and

WHEREAS, Title VIII of the federal Civil Rights Act establishes federal policy for providing fair housing throughout the United States and the intent is to ensure equal housing opportunities for all citizens; and

WHEREAS, the City of Excelsior received a Metropolitan Council Livable Communities Act Tax Base Revitalization Account (TBRA) grant in July 2023 to be used in the redevelopment of One West Drive and the Metropolitan Council requires that recipients of Livable Communities Act grants affirm their commitment to further fair housing and adopt a Fair Housing Policy; and

WHEREAS, the City of Excelsior is adopting a Fair Housing Policy to demonstrate its commitment to ensure fair and equal housing opportunities are granted to all persons in all housing opportunities and development activities funded by the City; and

WHEREAS, the City of Excelsior is committed to the implementation of the Fair Housing Policy, and shall review, revise if necessary, and adopt it annually; and

NOW, THEREFORE, IT IS RESOLVED that the City of Excelsior adopts the Fair Housing Policy (attached as Exhibit A).

Adopted by the City Council of the City of Excelsior, Minnesota this 1st day of June 2026.

Approved:

Gary Ringate, Mayor

Attest:

Hilary Vokovan, City Clerk

Kristi Luger, City Manager

Exhibit A

City of Excelsior, Minnesota Fair Housing Policy June 1, 2026

1. Purpose/Vision

Title VIII of the Civil Rights Act establishes federal policy for providing fair housing throughout the United States. The intent of Title VIII is to ensure equal housing opportunities for all citizens. The Metropolitan Council in the State of Minnesota requires that recipients of Livable Community Act grants affirm their commitment to further fair housing and adopt a Fair Housing Policy. The City of Excelsior has developed this Fair Housing Policy to demonstrate that commitment.

2. Fair Housing Policy Statement

It is the policy and commitment of the City of Excelsior to ensure that fair and equal housing opportunities are granted to all persons in all housing opportunities and development activities funded by the city regardless of race, color, religion, gender, sexual orientation, marital status, status with regard to public assistance, familial status, national origin, or disability. This shall be done through strong external policies that provide meaningful access to fair housing information and referral services, and internal practices and procedures that do not discriminate and that affirmatively further fair housing.

3. External Practices

a. Fair Housing Officer

The City of Excelsior has designated the following person as the Fair Housing Officer for the City: Jess Long, City Planner, jlong@excelsiormn.org.

The Fair Housing Officer will be responsible for the intake and referral of all fair housing complaints. While not expected to be an “expert” in fair housing laws, at a minimum the Officer will be familiar with state and federal fair housing laws, the state and federal agencies that handle complaints, and the process for filing housing discrimination complaints. The Fair Housing Officer will document all fair housing complaints received (including the date and nature of the complaint, referrals and information provided, and any follow-up action).

b. Meaningful Access

The City of Excelsior will provide information on the city website that prominently displays information about fair housing and the Fair Housing Officer’s contact information, as well as links to fair housing resources, including the US Department of Housing and Urban Development, MN Department of Human Rights, Minnesota Legal Aid, and others. A link to state and federal fair housing complaint forms will be provided.

Fair housing information will also be available in-person at the city offices.

4. Internal Practices

The City of Excelsior commits to the following steps to promote awareness and sensitivity to fair housing issues in all of its government functions:

- a. Staff Training** – Excelsior’s Fair Housing Officer will stay up to date on fair housing issues, regulations, and trends, and will provide updates to elected officials annually.
- b. City Policy and Goals** – The City commits to the support of fair and equal housing opportunities for all people in its Comprehensive Plan and other policy documents.
- c. Project Planning and Analysis** – The City will consider whether potential projects lead to the displacement of protected classes, unintentionally reduce housing opportunity for protected classes, or perpetuate segregation.
- d. Housing Analysis** – The City will review its housing inventory every five years to examine the affordability of both rental and owner-occupied housing and whether all reasonable actions have been taken to remove barriers to ensure adequate housing choice for all city residents.
- e. Code Analysis** – The City will review its municipal code every five years, with specific focus on ordinances related to zoning, building and occupancy standards, and rental housing standards, to identify any potential for disparate impact or disparate treatment.
- f. Community Engagement** – The City commits to ongoing community engagement around all potential housing projects, zoning changes, and other land use planning decisions.

The City of Excelsior shall annually review, revise if necessary, and adopt its Fair Housing Plan.

Adopted June 1, 2026



ITEM REPORT

To: City Council
From: Hilary Vokovan, City Clerk
Meeting Date: June 1, 2026
Department/Office: Administration
Item Name: Legislative Changes to Absentee Voting

Summary:

Background:

New 2026 legislation passed a law allowing Minnesota cities to choose between either a 46-day absentee voting period or an 18-day early voting period. All cities in Hennepin County are required to notify the County elections team before June 12, 2026. This change will take effect immediately for the 2026 election and all future State elections unless noted otherwise. City Special Elections by state statute will still require a 46-day absentee voting period and 18-day early voting period.

MN State Statute Reference:

Chapter 102—H.F. No. 4240 An act relating to elections; making various changes related to election administration; BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA: Section 1. Minnesota Statutes 2024, Section 203B.05, subdivision 1, as amended to read: Subdivision 1. Generally. (a) The full-time clerk of any city or town shall administer the provisions of Sections 203B.04 to 203B.15 and 203B.30 if:

1. The county auditor of that county has designated the clerk to administer them; or
2. The clerk has given the county auditor of that county notice of intention to administer them.

The designation or notice must specify whether the clerk will be responsible for the administration of a ballot board as provided in Section 203B.121 and the municipality must determine whether the municipality's office will be designated to administer voting under Section 203B.081 starting on the 46th day before the election or the 18th day before the election.

Support and Justification:

The League of Minnesota Cities (LMC) supported this bill and lobbied hard to get it passed for cities.

The 2023 law included a 46-day absentee voting option and established early voting (previously known as direct balloting) for the 18-days leading up to the day of the election with filling out an absentee ballot application. The law also establishes additional non-business hours that cities administering absentee balloting must be open for early voting, including extended evening and weekend hours.

While the previous law provided additional days and options for voters, the mandated extended hours required additional staff and resources for cities that administer absentee balloting and, in some cases, caused confusion on the process between absentee and early voting.

Minnesota has a long absentee balloting time and statistics show that approximately 70% of constituents vote during the 18-day period. Many of the other 30% will vote by mail. The new law would allow cities to choose between the 46-day absentee voting or 18-day early voting. An informal survey of 13 Lake Minnetonka cities revealed that all were in support of proposing the change to an 18-day early voting.

Recommended Action:

City Staff is recommending Council approve moving from a 46-day absentee voting to an 18-day early voting period at City Hall before Election Day. Staff will inform residents with clear communication via the website, newsletter, and postings. Residents who previously voted absentee can still do so by mail or in-person at Hennepin County or may drop off their ballots at City Hall to be sent via courier to the Hennepin County Election offices.

Budget:

Attachments:

None



Item: 8.g.

ITEM REPORT

To: City Council

From: Morgan Dawley, City Engineer

Meeting Date: June 1, 2026

Department/Office: Public Works

Item Name: 2026 Street Maintenance Receive Bids and Award Contracts

Summary:

On April 20, 2026, the City Council authorized the advertisement for bids and solicitation of quotes for the 2026 Pavement Maintenance Projects which are a part of budgeted ongoing maintenance of the streets within the City. Maintenance activities, as directed by Public Works, are roadway striping and pavement markings, pavement rejuvenator application, and crack sealing.

Funding for the projects is by street maintenance funds included in the 2026 budget, and included in the 2026 bond issue, with debt service by street maintenance tax levy funds, in a total amount of \$150,000.

In order to leverage economies of scale, staff identified an opportunity to participate in a joint project with the City of Minnetrista, which will act as the contracting agency for crack sealing and pavement rejuvenation services. It is anticipated that the increased quantities associated with the joint project will result in more favorable contractor pricing.

Bids were received at online bid openings on May 27, 2026, and were viewed and read aloud for the Pavement Rejuvenator and Crack Fill, Seal Coat & Fog Seal projects (seal coat and fog seal were included in the Minnetrista portion of the project). In addition, quotes were also received online on May 27, 2026, and were viewed for the 2026 Pavement Markings Maintenance Project. The bids and quotes received are detailed below.

2026 Pavement Maintenance Project – Pavement Rejuvenator

Contractor	Total Bid	Excelsior Portion
Corrective Asphalt Materials LLC	\$89,431.00	\$31,827.00

2026 Pavement Maintenance Project – Crack Fill

Contractor	Total Bid	Excelsior Portion
Allied Blacktop Company	\$353,226.00	\$81,976.00
Pearson Bros., Inc	\$460,889.00	

2026 Pavement Markings Maintenance Project

Contractor P	Total Quote
Safety Signs LLC	\$11,765.00
MN Stripes, Inc	\$14,263.00

The attached letters and Tabulation Summaries include descriptions of the bids/quotes received and recommendations for award of contracts to Corrective Asphalt Materials, LLC, Allied Blacktop Company, and Safety Signs LLC, respectively, the bidders with the lowest bid/quote amounts.

The combined total for contract award to the City of Excelsior is \$125,568, which is under the budgeted amount of \$150,000 for 2026 street maintenance. Funding for the 2026 Street Maintenance Projects was included in the 2026B bond sale, in an amount of \$150,000 with planned debt service to be paid by tax levy funds over the life of the bond repayment.

Staff recommends Council award of the contract as outlined above.

Recommended Action:

1. Accept bid received for the 2026 Pavement Maintenance Project – Pavement Rejuvenator and award a contract to Corrective Asphalt Materials, LLC for the total bid amount of \$89,431.00, of which \$31,827.00 is the City of Excelsior's portion of the total project cost.
2. Accept bids received for the 2026 Pavement Maintenance Project – Crack Fill, Seal Coat & Fog Seal and award a contract to Allied Blacktop company for the total bid amount of \$353,226.00, of which \$81,976.00 is the City of Excelsior's portion of the total project cost.
3. Accept quotes received for the 2026 Pavement Markings Maintenance Project and award a contract to Safety Signs LLC for the total quote amount of \$11,765.00

Budget:

Attachments:

1. Letter of Recommendation Reclamite
2. Bid Summary Reclamite
3. LOR Crack Fill
4. Bid Summary Crack Fill
5. LOR Pavement Markings
6. Quote Summary Pavement Markings



May 27, 2026

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

Re: 2026 Pavement Maintenance Project – Reclamite
Cities of Excelsior and Minnetrista, MN
Minnetrista City Project No. 03-26
WSB Project Nos. 033771-000 and 033677-000

Dear Mayor and Council Members:

Bids were received online for the above-referenced project on Wednesday, May 27, 2026, and were viewed and read aloud. One bid was received. Please find attached the Bid Tabulation Summary indicating Corrective Asphalt Materials, LLC, South Roxana, Illinois, as the low bidder with a grand total bid amount of \$89,431.00.

We recommend that the City Council consider this bid and award a contract to Corrective Asphalt Materials, LLC for the grand total bid amount of \$89,431.00, of which \$31,827.00 is the City of Excelsior's portion of the total project cost.

If you have any questions, please contact me at 612.849.6157. Thank you.

Sincerely,

WSB

Emily Brown, PE
Project Manager

Attachment

cc: Corrective Asphalt Materials, LLC
Morgan Dawley, WSB

srb



Bid Tabulation Summary

2026 Pavement Maintenance Project - Reclamite

Cities of Excelsior and Minnetrista, MN

Minnetrista City Project No. 03-26

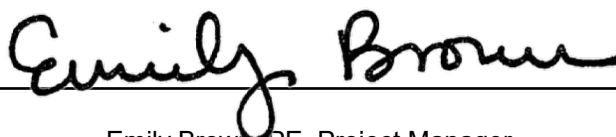
WSB Project Nos. 033771-000 and 033677-000

Bids Received Online: Wednesday, May 27, 2026, at 10:00 a.m. Local Time

 DENOTES CORRECTED FIGURE

Contractor		Bid Bond (5%)	Addendum Received	Grand Total Bid
1	Corrective Asphalt Materials, LLC	X	N/A	\$89,431.00

I hereby certify that this is a true and correct tabulation of the bids as received on May 27, 2026.



Emily Brown, PE, Project Manager



May 27, 2026

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

Re: 2026 Pavement Maintenance Project – Crack Fill, Seal Coat & Fog Seal
Cities of Excelsior and Minnetrista, MN
Minnetrista City Project No. 03-26
WSB Project Nos. 033771-000 and 033677-000

Dear Mayor and Council Members:

Bids were received online for the above-referenced project on Wednesday, May 27, 2026, and were viewed and read aloud. Two bids were received. Please find attached the Bid Tabulation Summary indicating Allied Blacktop Company, Maple Grove, Minnesota, as the low bidder with a grand total bid amount of \$353,226.00.

We recommend that the City Council consider these bids and award a contract to Allied Blacktop Company for the grand total bid amount of \$353,226.00, of which \$81,976.00 is the City of Excelsior's portion of the total project cost.

If you have any questions, please contact me at 612.849.6157. Thank you.

Sincerely,

WSB

Emily Brown, PE
Project Manager

Attachment

cc: Allied Blacktop Company
Morgan Dawley, WSB

srb

178 E 9TH STREET | SUITE 200 | ST. PAUL, MN 55101 | 651.286.8450 | WSBENG.COM



Bid Tabulation Summary

2026 Pavement Maintenance Project - Crack Fill, Seal Coat & Fog Seal

Cities of Excelsior and Minnetrista, MN

Minnetrista City Project No. 03-26

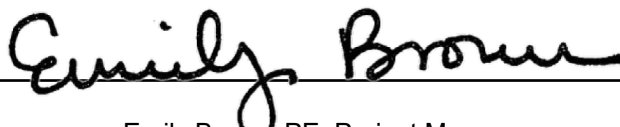
WSB Project Nos. 033771-000 and 033677-000

Bids Received Online: Wednesday, May 27, 2026, at 10:30 a.m. Local Time

 DENOTES CORRECTED FIGURE

Contractor		Bid Bond (5%)	Addendum Received	Grand Total Bid
1	Allied Blacktop Company	X	N/A	\$353,226.00
2	Pearson Bros., Inc.	X	N/A	\$460,889.00

I hereby certify that this is a true and correct tabulation of the bids as received on May 27, 2026.



Emily Brown, PE, Project Manager



May 27, 2026

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

Re: 2026 Pavement Markings Maintenance Project
City of Excelsior, MN
WSB Project No. 033771-000

Dear Mayor and Council Members:

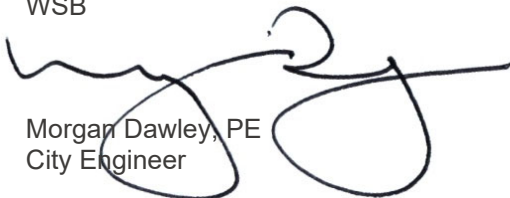
Quotes were received and viewed online for the above-referenced project on Wednesday, May 27, 2026. Two quotes were received. Please find attached the Quote Tabulation Summary indicating the low quote in the amount of \$11,765.00 as submitted by Safety Signs LLC, Lakeville, Minnesota.

We recommend that the City Council consider these quotes and award a contract for the grand total quote in the amount of \$11,765.00 to Safety Signs LLC, based on the results of the quotes received.

If you have any questions, please contact me at 763.287.7173. Thank you.

Sincerely,

WSB



Morgan Dawley, PE
City Engineer

Attachment

cc: Kristi Luger, City of Excelsior
Hilary Vokovan, City of Excelsior
Tim Amundsen, City of Excelsior

srb



Quote Tabulation Summary

2026 Pavement Markings Maintenance Project

City of Excelsior, MN

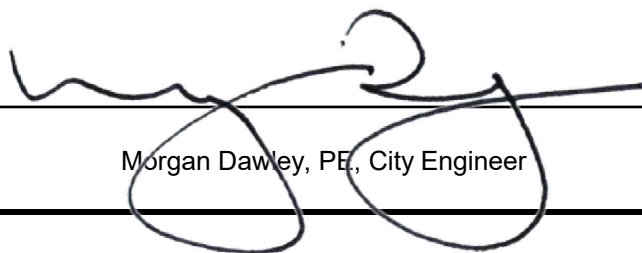
WSB Project No. 033771-000

Quotes Received Online: Wednesday, May 27, 2026, at 11:00 a.m. Local Time

 DENOTES CORRECTED FIGURE

Contractor		Bid Bond (5%)	Addendum Received	Grand Total Quote
1	Safety Signs LLC	N/A	N/A	\$11,765.00
2	MN Stripes inc.	N/A	N/A	\$14,263.00

I hereby certify that this is a true and correct tabulation of the quotes as received on May 27, 2026.



Morgan Dawley, PE, City Engineer



Item: 8.h.

ITEM REPORT

To: City Council

From: Hilary Vokovan, City Clerk

Meeting Date: June 1, 2026

Department/Office: Administration

Item Name: Lease Assignment and Assumption Agreement between the City of Excelsior, Wai Nani Surf and Paddle, and Shore Shack Rentals, LLC

Summary:

Wai Nani Surf and Paddle ("Wai Nani") has asked to assign their current Lease Agreement with the City to Shore Shack Rentals, LLC. Pursuant to the Lease Agreement, the rights and obligations of the Lessee (Wai Nani) cannot be assigned or transferred without prior written approval from the city. The attached document services as a consent by the city to assign, an agreement between the parties to assign, and a lease amendment to modify certain terms of the Lease Agreement.

Recommended Action:

Consent to the assignment of the Wai Nani Recreation Equipment Rentals Lease.

Budget:

Attachments:

1. Lease Assignment Agreement

**FIRST AMENDMENT TO
EXCELSIOR RECREATIONAL EQUIPMENT RENTALS SEASONAL
LEASE AGREEMENT**

THIS FIRST AMENDMENT is made as of the ____ day of ____, 2026 (the "Effective Date"), by and between the City of Excelsior (the "Lessor"), Wayzata m32, LLC doing business as Wai Nani Surf & Paddle with an address of 315 Barry Ave N, Wayzata ("Lessee" and "Assignor"), and Shore Shack Rentals, LLC a Minnesota Limited Liability Corporation with an address of 19880 Andover Pl, Deephaven, MN 55331("Assignee.")

- A. The City of Excelsior, Minnesota ("Lessor") and Wayzata m32, LLC, dba Wai Nani Surf & Paddle ("Lessee" and "Assignor") entered into that certain lease dated May 12, 2022 with regard to recreational equipment rentals at The Commons park in Excelsior to residents and visitors, located at 135 Lake Street, Excelsior, MN 55331 ("Lease").
- B. Lessee has requested to assign this lease (attached hereto as Attachment A) to the Shore Shack Rentals, LLC to assume management and operation of Recreational Equipment Rentals at The Commons park in Excelsior, commencing on or about ____, 2026.
- C. The Lessor has on the date of this Amendment, entered into a Lease Assignment and Assumption Agreement with Assignee, which Lease Assignment and Assumption Agreement has been consented to by Lessor.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

LEASE ASSIGNMENT

- 1. **Assignment:** Assignor hereby forever grants, assigns, conveys and delivers to Assignee the entire right, title, and interest of Assignor in and to that certain lease dated, May 12, 2022, by and between Assignor, as ("Lessee"), and the City of Excelsior as ("City"), (collectively the "Lease") for the operation of recreation equipment rentals.
- 2. **Assumption:** For good and valuable consideration received by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby assumes all of the covenants, agreements and obligations of Assignor under or in connection with the Lease, as applicable to, and first accruing during, the period from and after the date first above written.
- 3. **Lessor:** The Lessor on the date of this Amendment, enters into a Lease Assignment and Assumption Agreement with Assignee, which Lease Assignment and Assumption Agreement has been consented to by Lessor.

LEASE AMENDMENT

1. Section 12 of the Lease Agreement shall be modified as follows:

12. Consideration for Use of Leased Area. As for consideration to the City for the right of the Lessee to operate the Business from the Leased Area, Assignee shall compensate the City pursuant to the terms of this Section.

a. Percentage of Revenue - Sales: Assignee shall pay to the City five percent (5%) of monthly Net Sales derived from the Recreational Equipment Rentals.

b. Payments. On the last week day of every month until the end of the Term, Assignee shall submit payment to the City of the amounts due under subparagraph a. for the prior season. Each payment shall be accompanied by a statement showing the Net Sales during the payment period itemized by total daily receipts, including the original cash register tapes or satisfactory copies showing the dates and register numbers. If original tapes are submitted, they will be returned to Assignee after they have been reviewed and verified.

c. Audit. Assignee shall maintain, at its main office, complete and accurate financial books and records of its operations in the Leased Area in accordance with generally accepted accounting principles. Upon reasonable notice, the City or its representatives shall be entitled to inspect the books and records of Assignee's operations related to City property during regular business hours and at Assignee's main office, at least once per the Lease Term. In the event that such audit by the City or its representatives determines that the City has been underpaid or overpaid: the amount of any such underpayment shall be remitted to the City within ten (10) days of written notice to Assignee; and any such overpayment may be subtracted from future payments by Assignee.

OBLIGATIONS OF ASSIGNEE & ASSIGNOR: GENERAL TERMS

1. Assignee Obligations. Assignee agrees to be bound by the current lease including all obligations, assurances, and compliance responsibilities outlined therein.
2. Lease Area. The parties acknowledge and agree that the Assignee, in addition to operating the Recreational Equipment Rentals during the Operating Season, as defined herein, will be required to maintain the Leased Area in accordance with the terms of this Agreement.
3. Assignor Obligations. Assignor (Lessee) shall be responsible for payment to the City of the monthly net sales owed to the City for the time period between May 1, 2026 and June 1, 2026.

4. Ratification. The remaining terms of the Lease Agreement remain in full force and effect.
5. Counterparts and Electronic Signature. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Amendment will be as valid as an original signature of such party and will be effective to bind such party to this Amendment. The parties further agree that any document (including this Amendment and any attachments or exhibits to this Amendment) containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Amendment.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF EXCELSIOR:

By: _____
Gary Ringate

Its: Mayor

By: _____

ASSIGNOR:

**WAYZATA M32, LLC, dba WAI NANI
SURF & PADDLE**

By: _____
[Name]

Its: [Title]

ASSIGNEE:

SHORE SHACK RENTALS, LLC

By: _____
[Name]

Its: [Title]



Item: 9.a.

ITEM REPORT

To: City Council

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

Meeting Date: June 1, 2026

Department/Office: Community Development

Item Name: Conditional Use Permit for a new pool at 221 Monroe Avenue - 7:00 PM

Summary:

APPLICANT	Steve Poindexter, Brookside Pools
APPLICANT ADDRESS	4860 Biscayne Ave, MN 55123
PROPERTY OWNER	Mike Luessi
LOCATION	221 Monroe Ave
CASE NO	PC No. 2026-07
60/120 DAY REVIEW DEADLINE	6/7/2026 and 8/6/2026

BACKGROUND

The applicant, Steve Poindexter, of Brookside Pools, has submitted an application for a Conditional Use Permit for the construction of a new pool on a parcel with an existing single family home at 221 Monroe Ave, P.I.D. 34.117.23.31.0045. The parcel is zoning R-1 and pools are conditional use within the district. The Planning Commission recommended approval of the CUP 6-0 at their May 19th meeting.

DETAILS/ANALYSIS

A conditional use permit is required for all swimming pools that have a depth of 24 inches at any point and a surface area exceeding 150 square feet. The proposed pool will be 448 sf and have a maximum depth of 8 feet. The pool addition will include 252 sf of new hardcover to the lot. The lot coverage with the proposed pool deck will be 3,543 sf (28.66%) which is below the maximum lot coverage of 3,583 sf (28.99%) allowed pursuant to Article 41, Section 41-6. Swimming pools are not considered impervious surface under lot coverage requirements. The applicant has submitted information on the mechanical equipment that will be used and installed with the pool.

The pool addition will include fencing which will be placed along the property lines and

will include self-closing/latching gate. The City will review the separate fencing permit application for compliance when the applicant submits a building permit for the pool.

The proposed pool with fencing meets the city's safeguarding, setback, and lot coverage requirements.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission held its public hearing for the CUP at their Meeting on May 19, 2026. No members of the public spoke at the meeting. The Planning Commission recommended approval of the CUP based on the findings in the staff report with a vote of 6-0

RECOMMENDED CONDITIONS OF APPROVAL

Staff recommends that the Planning Commission recommend approval of the Conditional Use Permit with the following conditions:

1. The site drainage system shall be subject to the review and approval of the City Engineer.
2. Prior to filling the pool, the approved fence must be completely in place and inspected and approved by the city building official.

Recommended Action:

The findings and conclusions supporting approval of the CUP are in Resolution 2026-31. The Planning Commission and Staff recommend that the Council approve the application and approve Resolution 2026-31.

Budget:

Attachments:

1. Res 2026-31 221 Monroe Ave
2. 1_PC Staff Memo 221 Monroe CUP
3. 2_Revised Pool concrete plan
4. 3_221_Monroe_Application materials

CITY OF EXCELSIOR
CITY COUNCIL
RESOLUTION NO. 2026-31

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR INSTALLATION OF A
SWIMMING POOL IN THE BACK YARD OF 221 MONROE AVENUE**

WHEREAS, Steve Poindexter, of Brookside Pools, 4860 Biscayne Ave, MN 55123, (the “Applicant”) made an application for a Conditional Use Permit to allow the installation of a swimming pool in the back yard of the property at 221 Monroe Ave, Excelsior, P.I.D. # 34.117.23.10.0045 (“Property”); pursuant to *Section 21-2 6(a)* of the Excelsior zoning ordinance which allows pools with a conditional use permit; and

WHEREAS, a public hearing for the Condition Use Permit Application was duly noticed pursuant to Section 4-3 of the Zoning Code; and

WHEREAS, the Commission found the application met Excelsior’s Zoning Ordinance standards, *Article 4. Administration– Conditional Use Permits* and *Article 21. Fencing*, and recommended approval to the City Council with a 6-0 vote; and

WHEREAS, at its June 1, 2026, meeting, the City Council (“Council”) continued the public hearing, considered the Commission’s recommendation and staff report, and took comments from the Applicant; and

NOW, THEREFORE, BE IT RESOLVED that the Applicant’s request for a Conditional Use Permit for installation of a swimming pool in the back yard at 221 Monroe Avenue is approved based on the following:

FINDINGS OF FACT

1. The subject parcel is 12,360 square feet and located in the R1 zoning district. The minimum lot size in the R1 district is 10,000 square feet.
2. The subject parcel is located at 221 Monroe Avenue.
3. On the parcel there is an existing single-family home and a storage shed. The home was constructed in 2024.
4. The maximum lot coverage for this property is 3,583 sf (12% of the lot area + 2100).
5. Conditional use permits are required for pools with a depth of 24 inches at any point and a surface area exceeding 150 square feet. A conditional use permit is required because the total square footage of the proposed swimming pool is 448 and the depth will be 96

inches (8 feet), *pursuant to Article 21, Section 21-2 6(a).*

6. The proposed pool *will be setback 25.5 feet from the west side yard and a 17.5 foot setback from the east property line. There will be a 22 foot setback from the existing principal structure.*
7. Swimming pools are not considered impervious surface under lot coverage requirements *pursuant to Article 14, Section 14-1(f).*

CONCLUSIONS OF LAW

1. The proposed swimming pool meets the standards for a Conditional Use Permit, *pursuant to Sections 4-3 and 4-5* of the Excelsior Code of Ordinances, including the following: it is consistent with the official city comprehensive plan, it is compatible with present and future land uses of the area, it is compatible in appearance with the existing or intended character of the general vicinity, it will not result in destruction, loss, or damage of a natural, scenic, or historic feature of major importance, it conforms with general performance standards, it can be accommodated and will not overburden the city's service capacity, it will not generate traffic or parking demand, it will not be detrimental or endanger public health, safety, comfort, convenience, or general welfare of the neighborhood or city, and the drainage conditions will not be changed.
2. The proposed swimming pool meets the city's safeguarding standards *pursuant to Article 21, subsection 21-2(6)(b)* and will have a 6-foot fence with a self latching gate around the backyard enclosing the pool, which will be installed prior to filling the pool with water.
3. The proposed swimming pool meets the city's swimming pool setback requirements *pursuant to Article 21, subsection 21-2(6)(c).*
4. The lot coverage with the proposed pool and pool deck will be 3,543 sf (28.66%) which is below the maximum lot coverage of 3,583 sf (28.99%) allowed *pursuant to Article 41, Section 41-6.*
5. The applicant has provided the location, size, and types of equipment to be used in connection with the pool.

CONDITIONS

Approval of the Conditional Use Permit application is subject to the following 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 conditional use permit shall expire one year from the date of adoption of the resolution if not acted upon; City approval will be required for any subsequent extension.
 3. The site drainage system shall be subject to the review and approval of the city engineer.
 4. Prior to filling the pool, the approved fence must be completely in place and inspected and approved by the city building official.

Adopted by the City Council of the City of Excelsior, Minnesota this 1st day of June 2026.

Approved:

Gary Ringate, Mayor

Attest:

Hilary Vokovan, City Clerk

Kristi Luger, City Manager



MEMORANDUM

Re: Item 4(b) – Conditional Use Permit for a new Pool

Date: May 19, 2026]

To: Planning Commission

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

APPLICANT: Steve Poindexter, Brookside Pool
APPLICANT ADDRESS: 4860 Biscayne Ave, MN 55123
PROPERTY OWNER: Mike Liessi
LOCATION: 221 Monroe Ave
CASE NO.: PC No. 2026-07
60/120-DAY REVIEW 6/7/2026 and 8/6/2026
DEADLINE:

BACKGROUND

The applicant, Steve Poindexter, has submitted an application for a Conditional Use Permit for the construction of a new pool on a parcel with an existing single family home at 221 Monroe Ave, P.I.D. 34.117.23.31.0045. The parcel is zoning R-1 and pools are conditional use within the district.

DETAILS/ANALYSIS

A conditional use permit is required for all swimming pools that have a depth of 24 inches at any point and a surface area exceeding 150 square feet. The proposed pool will be 448 sf and have a maximum depth of 8 feet. The pool addition will include 252 sf of new hardcover to the lot. The applicant has submitted information on the mechanical equipment that will be used and installed with the pool.

Safeguarding

The City requires safeguards to prevent children and vulnerable adults from gaining uncontrolled access to pools, and this can be accomplished with fencing, screening or other enclosures, or any combination thereof. The pool addition will include fencing which will be placed along the property lines and will include self-closing/latching gate. The City will review the separate fencing permit application for compliance when the applicant submits a building permit for the pool.

Zoning Review

The proposed pool meets zoning requirements which include setbacks and lot coverage requirements.

Standard	Required – R2 District	Existing	Proposed
Lot Area	10,000 sf	12,360	12,360
Lot Coverage*	12% (lot area) + 2100= 3,583	3,291 sf	3,543 sf
Side yard setback west	10 ft	na	25'6"
Side yard setback east	10 ft	na	17'5"

* Per Sec 14-1(f), lot coverage/impervious surface coverage shall not include swimming pools.

Conditional Use Permit Review Criteria

The Conditional Use Permit should be reviewed based on the criteria set forth in article 4 (Section 4-3), governing conditional use permits. The Planning Commission should consider possible effects of the proposed conditional use permit, and its judgement should be based upon, but not limited to, the following factors:

1. **The proposed action has been considered in relation to the specific policies and provisions of and has been found to be consistent with the official city comprehensive plan.**

The proposed use is allowed within the R-1 district and the addition of a pool on a parcel with a single family home is in alignment with the City's comprehensive plan.

2. **The proposed use is or will be compatible with present and future land uses of the area.**

The area is made up of single family residential homes. The proposed pool is compatible with the present and future land uses of the neighborhood.

3. **The use or structure housing the use will be compatible in appearance with the existing or intended character of the general vicinity and will not change the essential character of that area.**

The proposed pool is compatible in appearance and character of the neighborhood and will not change the essential character of the area.

4. **The use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.**

The pool is located in the rear yard and will not impact natural or scenic features. The property is not a historic or landmark property.

5. **The proposed use conforms with the general performance standards contained in the conditional use performance standards found in section 4-5 of Appendix E of the Zoning Code.**

The proposed pool meets general performance standards and conditional use performance standards.

6. The proposed use can be accommodated with existing public services and will not overburden the city's service capacity.

The proposed pool will not overburden the city's service capacity.

7. Traffic generation by the proposed use is within capabilities of streets serving the property.

Not applicable.

8. The use will not be detrimental to or endanger the public health, safety, comfort, convenience, or general welfare of the neighborhood or the city.

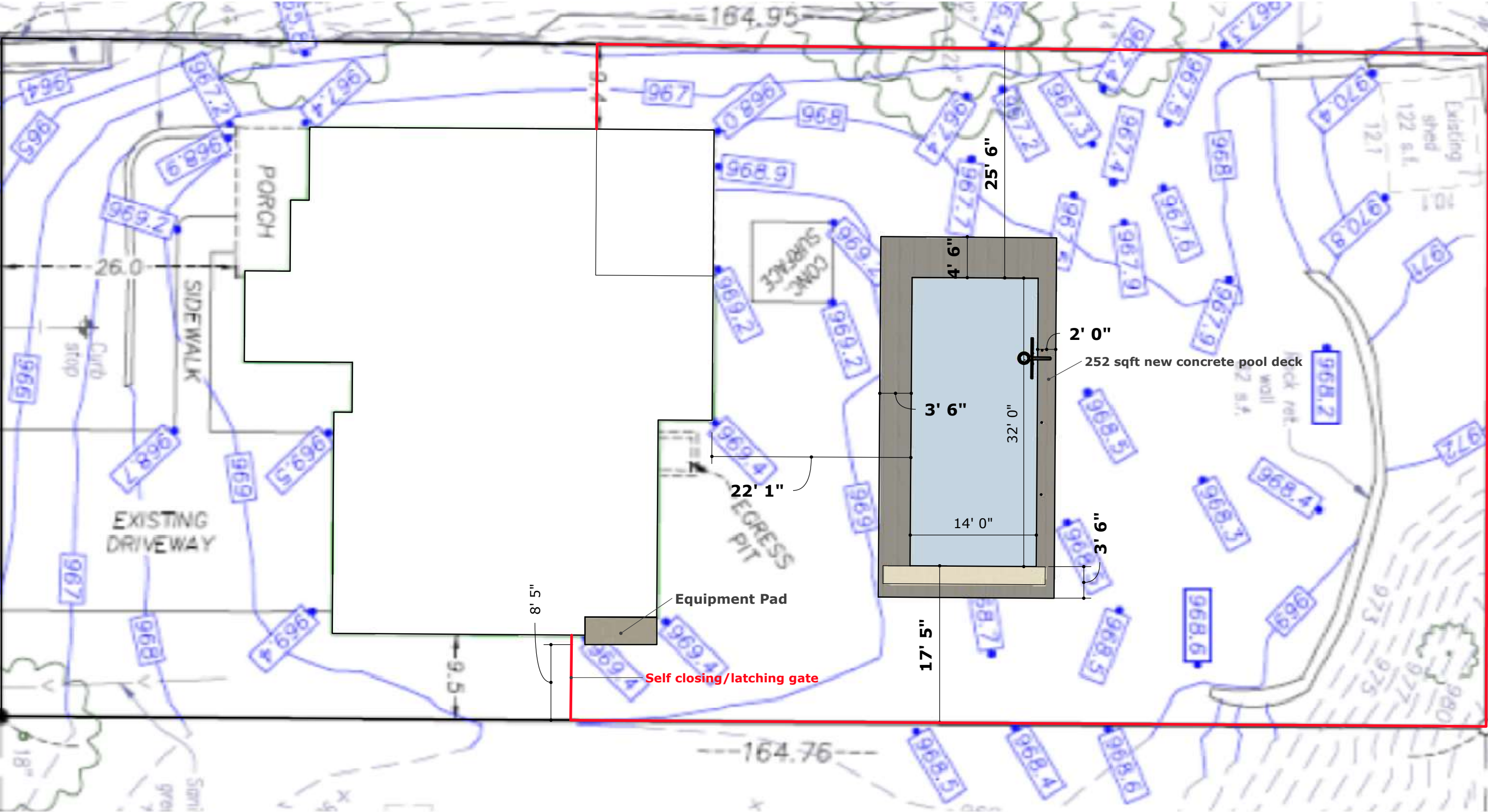
The proposed pool will not be detrimental to the public health, safety, comfort, convenience, or general welfare of the neighborhood or the city

Conditions of Approval

Staff recommends that the Planning Commission recommend approval of the Conditional Use Permit with the following conditions:

1. The site drainage system shall be subject to the review and approval of the city engineer.
2. Prior to filling the pool, the approved fence must be completely in place and inspected and approved by the city building official.

14x32 option





City of Excelsior
339 Third St. • Excelsior, MN 55331
(952) 653-3674

Land Use Review Application

APPLICANT INFORMATION

Name: Steve Pindexter Business Name: Brookside Pools
Address: 4860 Biscayne Ave
City: Bay State: MN Zip Code: 55123
Telephone: 612 868 3344 E-Mail: _____

OWNER INFORMATION (if different)

Name: Mike Luessi Business Name: _____
Address: 271 Monroe Ave
City: Excelsior State: MN Zip Code: 55331
Telephone: 952 261 7082 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: 271 Monroe Ave Zoning District: _____
Property Identification Number(s) (PIN #s): 3411723310045
Legal Description (attach if necessary): _____
Description of Proposal (attach additional information if needed):
In ground swimming pool
Reason(s) to Approve Request (attach additional information if needed):
Enjoyment of personal property and family gatherings

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: 4-7-26

OWNER'S STATEMENT

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

Signature: Authentisign Mike Luessi

Date: 04/08/26

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.

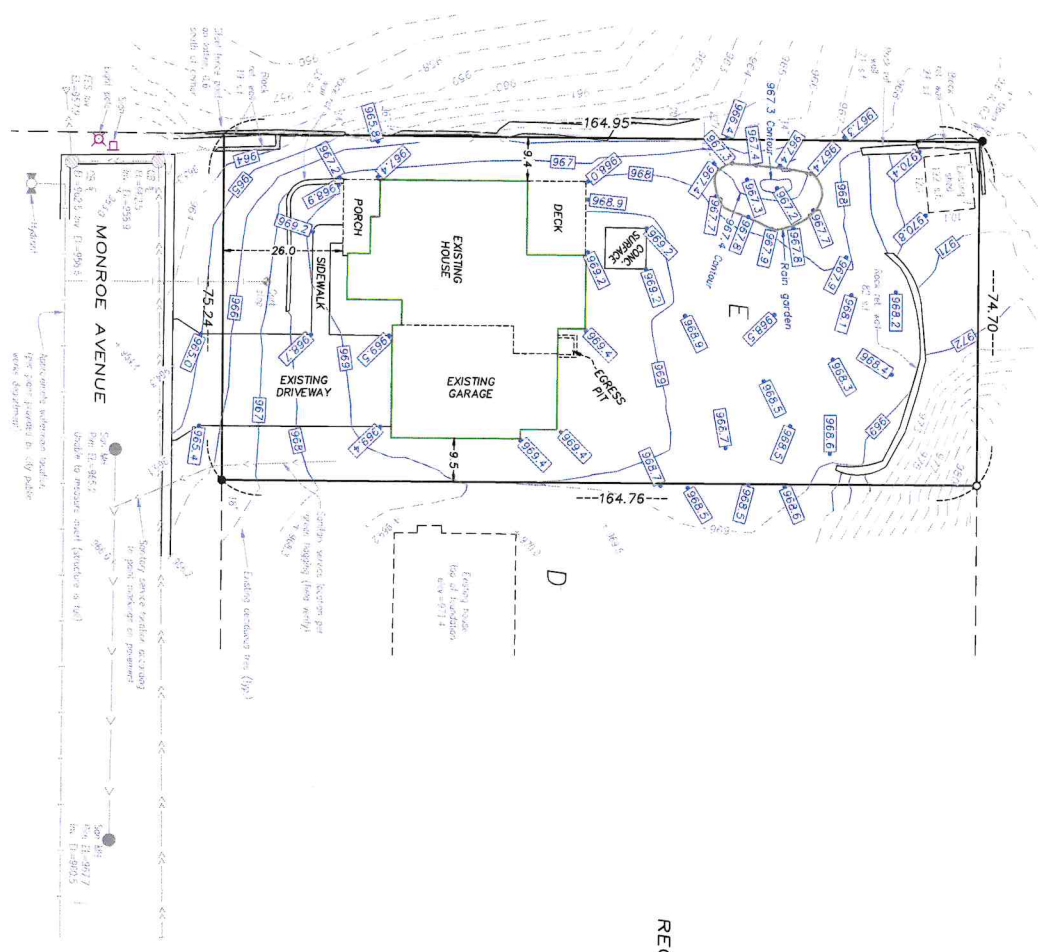
Existing Conditions

REVIEWED
MDawley 10/17/2024 5:16:00 PM

AS-BUILT ELEVATIONS & LOCATIONS
FOR
NOBERG HOMES

TRACT E
REGISTERED LAND SURVEY NO. 447
HENNEPIN COUNTY, MN
Address: 221 Monroe Avenue, Excelsior, MN

- PROPOSED ELEVATIONS**
TOP OF FOUNDATION = 970.0
GARAGE FLOOR ELEV. = 969.6
LOWEST FLOOR ELEV. = 962.0
- AS-BUILT ELEVATIONS**
TOP OF FOUNDATION = 970.0
GARAGE FLOOR ELEV. = 969.6
- LEGEND**
--- 965.8 --- EXISTING GROUND ELEVATION
--- 950 --- AS-BUILT GROUND ELEVATION
--- 950 --- AS-BUILT GROUND ELEVATION



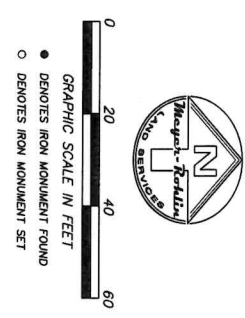
- SURVEYOR'S NOTES:**
- THIS SURVEY IS PROVIDED ONLY FOR USE BY THE CLIENT NAMED HEREON.
 - TITLE INFORMATION IS SHOWN ONLY ACCORDING TO CERTIFICATE OF TITLE #1569908
 - BENCHMARK: MINNESOTA DEPARTMENT OF TRANSPORTATION MONUMENT 762N
MINOS ELEVATION = 969.34 (NAD 83)

LOT AREA: 12,360 s.f. +/-

INTERVIEWS SURFACE AREAS

HOUSE	1,329 s.f.	2,372 s.f. (19%)
PORCH	113 s.f.	
DECK	122 s.f.	
SIDEWALK/DRIVEWAY	839 s.f. (7%)	
ROCK RET. WALLS	43 s.f.	
CONC. PAD	208 s.f.	331 s.f. (3%)
TOTAL	3,542 s.f. (29%)	

ROCK RET. WALLS 136 s.f.



REMOVED 10/14/2024 - RE-APPROVED RAIN GARDEN ELEVATIONS. UPDATED AS-BUILT ELEVATIONS

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

Date 09/12/2024
Trace C. McCoy
License No. 44531

McGraw-Hill
LAND SERVICES
PH: 763.682.1781 WWW.MCGRAWHILL.COM

DRAWN BY: AMN

DATE: 09/12/2024

FILE NO.: 24101-B

REVISIONS

10/14/2024	
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SHEET 1 OF 1 SHEETS

RECEIVED
MAY 12 2026
MAY 2 2026

14x32 option

25' 6"

17' 5"

22' 1"

32' 0"

14' 0"

3' 6"

4' 6"

2' 0"

252 sqft new concrete pool deck

Self closing/latching gate

Equipment Pad

8' 5"

26' 0"

SIDE WALK

EXISTING DRIVEWAY

PORCH

CONC SURFCT

EGRESS PIT

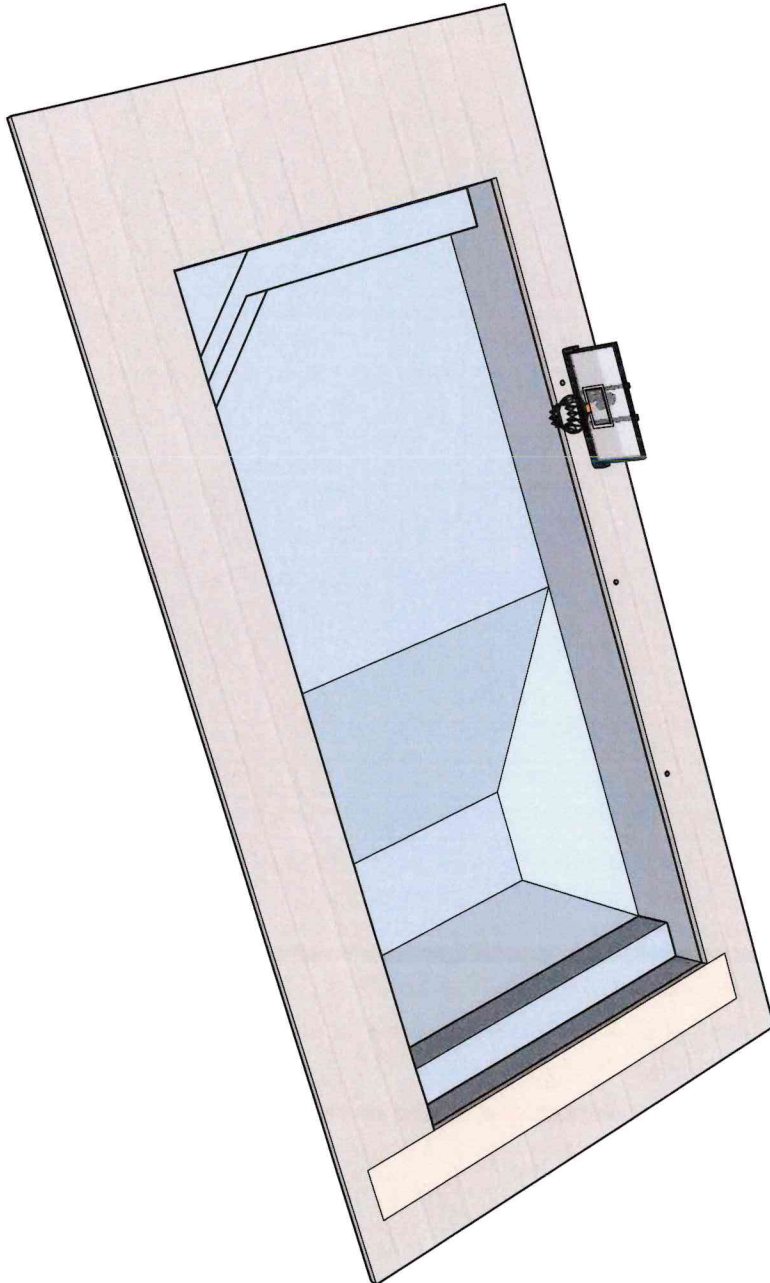
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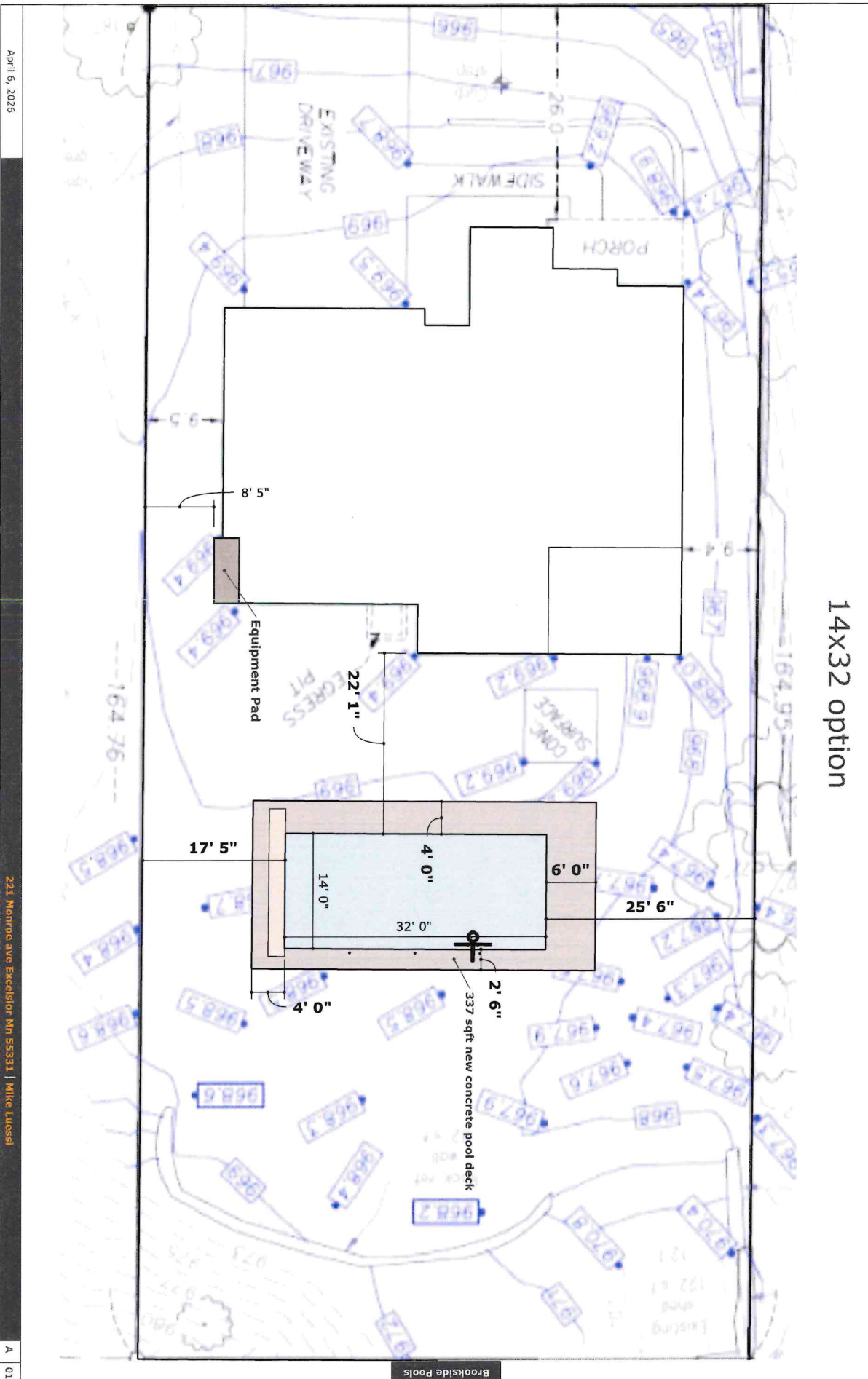
4-8-26 Plans



Brookside Pools
4860 Biscayne Ave
Ft. Lauderdale, FL 33312
612-868-3344
Steve@Brookside-Pools.com

Mike & Alia Luessi
221 Monroe Ave
Excelsior, MN 55331
952-261-7082
luessina@gmail.com

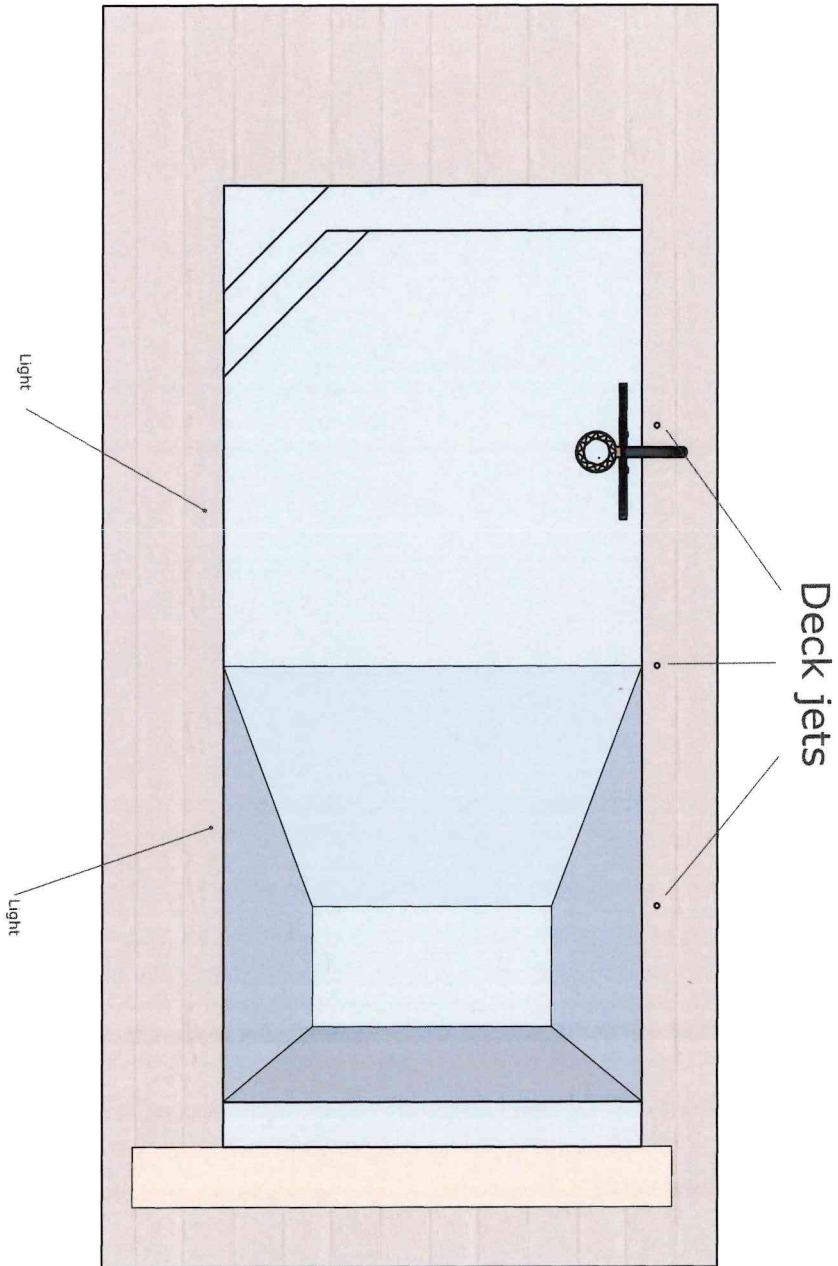
14x32 option



April 6, 2026

221 Monroe Ave Excelsior, MN 55331 | Mike Luessi

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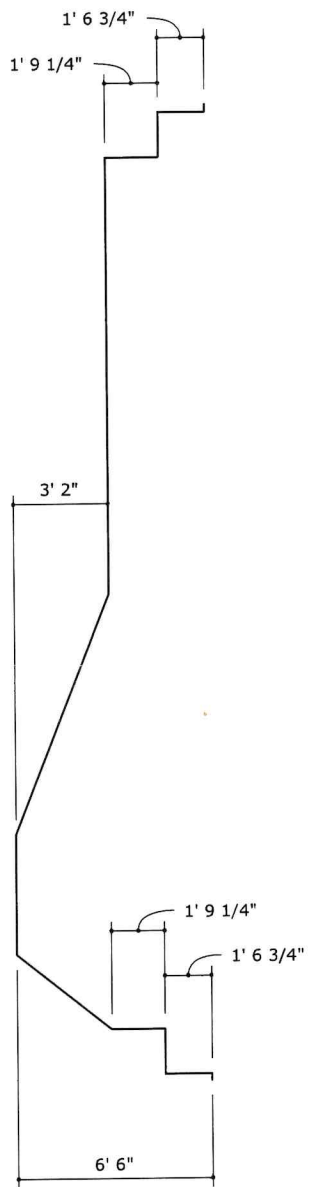
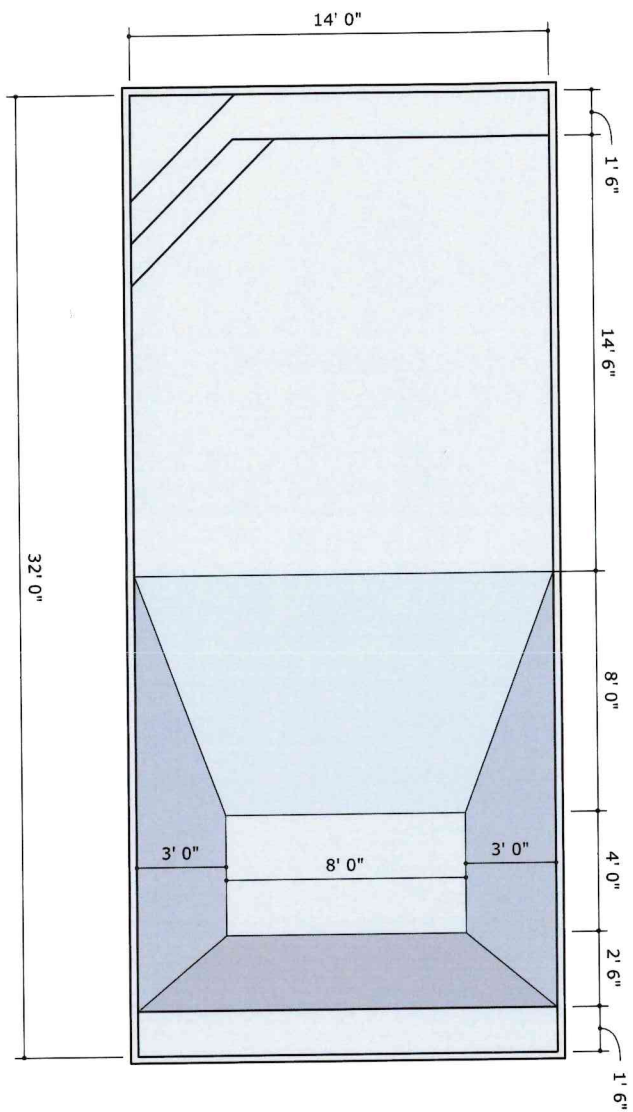


April 6, 2026

221 Monroe ave Excelsior Mn 55331 | Mike Luessi

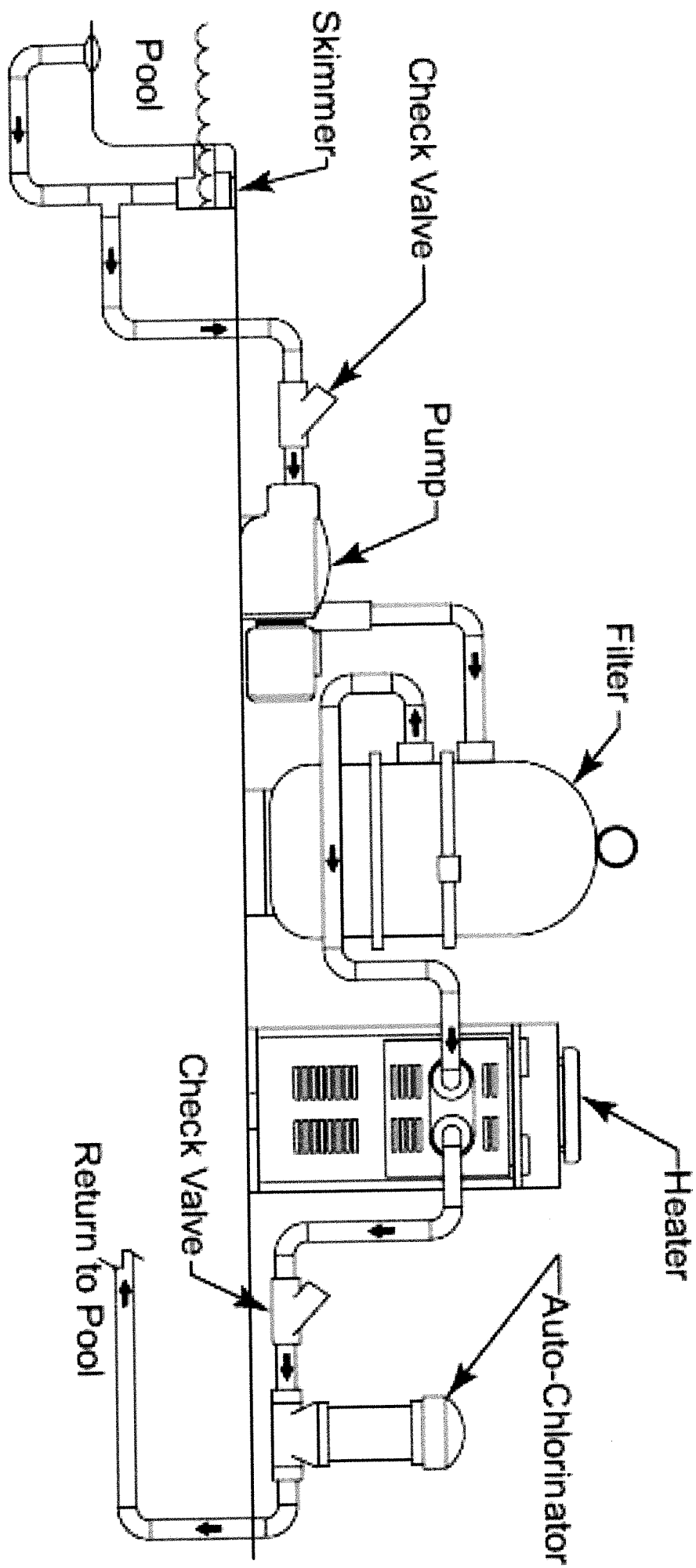
A 02

Brookside Pools



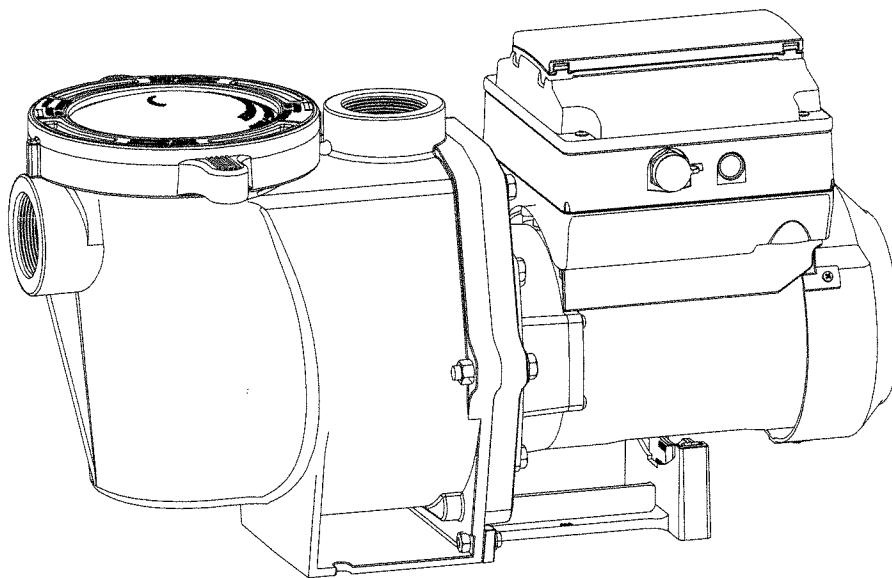
6in Radius Corners
Bead Receiver at
Back of each stair
Back of swimout
Along side of sundeck
Pattern: Merlin - Blue Quartz
Scale 1/4" = 1'

**Non-conforming
Pool does not meet
ANSI or APSP Standards**





INTELLIFLO® 2 VST VARIABLE SPEED PUMP



INSTALLATION AND USER'S GUIDE



IMPORTANT SAFETY INSTRUCTIONS
READ AND FOLLOW ALL INSTRUCTIONS
SAVE THESE INSTRUCTIONS



PUMP OVERVIEW

The IntelliFlo® 2 VST Variable Speed Pump can be programmed to run at specific speeds and time intervals for maximum operating efficiency and energy conservation for a variety of inground pools.

- The pump can operate from 450 RPM to 3450 RPM with four preset speeds of 750, 1500, 2350 and 3110 RPM
- The pump can be adjusted from the control panel to run at any speed between 450 RPM to 3450 RPM for different applications
- Up to 8 programmable speeds
- Pump control panel alarm LED and error messages warn the user against under and over voltage, high temperature, over current and freezing
- Communicates with EasyTouch, IntelliTouch or SunTouch control systems or an IntelliComm communication center via a two-wire RS-485 cable connection
- Programmable priming mode with automatic detection of prime for easy start-up
- Compatible with most cleaning systems, filters, and jet action spas
- UL/CUL/NSF

Drive Assembly and Control Panel

The IntelliFlo 2 VST pump drive is designed to produce maximum motor operational efficiency. The drive controls the motor's rotational speed by controlling the frequency of the supplied current. It also protects the motor and pump from operating outside of their intended operating parameters.

The control panel can be mounted on the pump in four different directions in order to provide the user the best access. The control panel can also be mounted in a more convenient location with the help of the keypad relocation kit (P/N 356904Z).

External Control

IntelliTouch®, EasyTouch®, SunTouch® Control Systems and IntelliComm® Communication Centers can remotely control the IntelliFlo 2 VST pump. The pump's communications address and other functions are accessible from the pump's control panel.

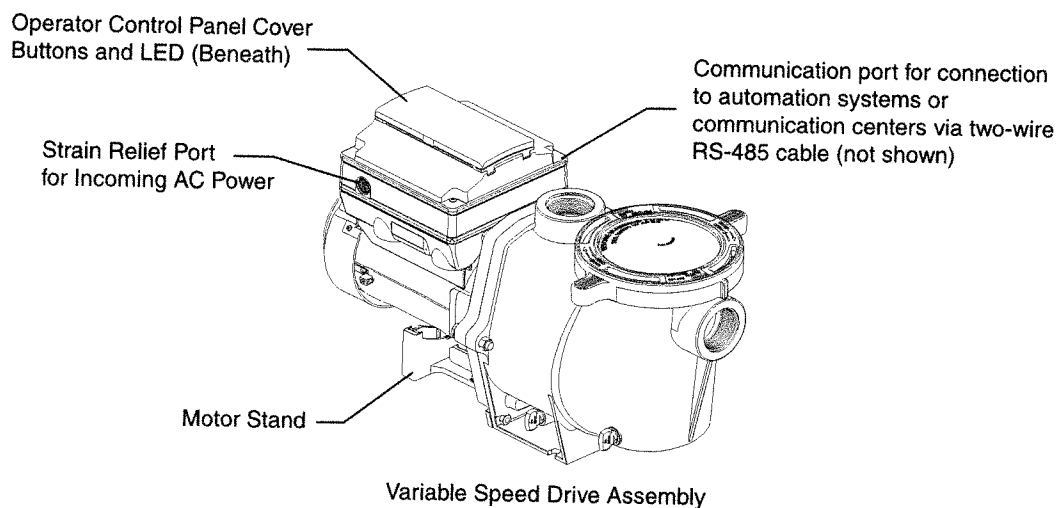
- RS-485 communication cable included
- IntelliTouch systems control 8 IntelliFlo pumps using 8 speeds per pump.
- EasyTouch systems control 2 IntelliFlo pumps using 8 speeds per pump.
- SunTouch systems control one IntelliFlo pump using 8 speeds.
- IntelliComm systems control one IntelliFlo pump using the 4 External Control programs.

Motor Features

- High Efficiency Permanent Magnet Synchronous Motor (PMSM)
- Superior speed control
- Operates at lower temperatures due to high efficiency
- Designed to withstand outdoor environment
- Totally Enclosed Fan Cooled (TEFC) Motor
- 56 Square Flange
- Low noise

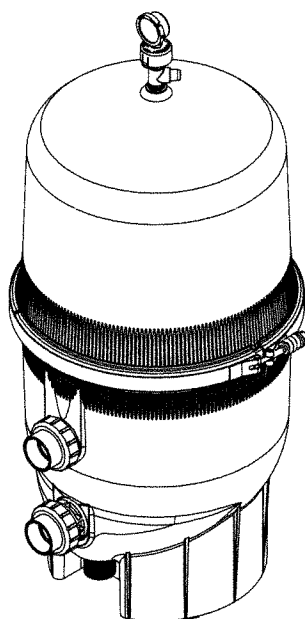
Drive Features

- Active Power Factor Correction
- UL 60730 Compliant
- Rotatable Keypad
- Easy Overhead Wiring
- High Drive Operational Efficiency





CLEAN AND CLEAR® PLUS CARTRIDGE FILTER



INSTALLATION AND USER'S GUIDE

IMPORTANT SAFETY INSTRUCTIONS
READ AND FOLLOW ALL INSTRUCTIONS
SAVE THESE INSTRUCTIONS



SECTION I. FILTER INSTALLATION

A. GENERAL INFORMATION

1. The Clean and Clear® Plus Cartridge Filter should be mounted on a level concrete slab. Position the filter so that instructions, warnings and the pressure gauge are visible to the operator. It also should be positioned so that the piping connections, control valve and drain port are convenient and accessible for servicing and winterizing.
2. Be certain to install electrical controls (e.g., on/off switches, timers, control systems, etc.) at least five (5) feet from the filter. This permits one to stand clear of the filter during system start up.
3. Allow sufficient clearance around the filter to permit visual verification that the clamp is properly installed around the tank flanges, see Figure 1.
 - a. Tap the clamp with a mallet or similar tool to ensure uniform loading during clamp tightening.
4. Allow sufficient space above the filter to remove the filter lid for cleaning and servicing. This distance will vary with the model of filter you are using. See Table 1 for the required vertical clearance.
5. Position the filter to safely direct water drainage. Rotate the High Flow™ Manual Air Relief Valve to safely direct purged air or water. Water discharged from an improperly positioned filter or valve can create an electrical hazard as well as damage property.

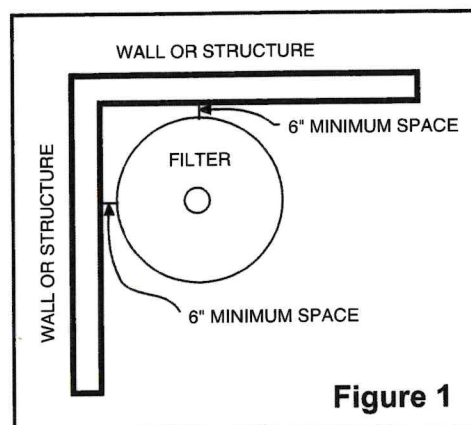


Table 1

Model No.	P/N	Size	Vert. Clearance Req.
CCP240	160310	240 sq. ft.	56 in.
CCP320	160340	320 sq. ft.	62 in.
CCP420	160301	420 sq. ft.	68 in.
CCP520	160332	520 sq. ft.	74 in.



WARNING Risk of electrical shock or electrocution. Position the filter and manual air relief valve to safely direct water drainage and purged air or water. Water discharged from an improperly positioned filter or valve can create an electrical hazard that can cause severe personal injury as well as damage property.

6. Make all plumbing connections in accordance with local plumbing and building codes. Filter plumbing connections are provided with an O-ring seal. If needed, use only a silicone base lubricant on the O-rings. Do not use pipe joint compound, glue or solvent on the bulkhead connections.

Note: To seal the valve connections, use thread seal tape, thread sealant or plumbing paste (non-petroleum base).
7. Remove the plug from the top of the filter lid and install the pressure gauge before use.
8. The maximum working pressure of this filter is 50 p.s.i. Never subject this filter to pressure in excess of this amount, even when conducting hydrostatic pressure tests.

When performing hydrostatic pressure tests or when testing for external leaks of the completed filtration and plumbing system, insure that the **MAXIMUM PRESSURE** that the filtration system will be subjected to **DOES NOT EXCEED THE MAXIMUM WORKING PRESSURE OF ANY OF THE COMPONENTS CONTAINED WITHIN THE SYSTEM**. In most cases, the maximum pressure will be stated on each component of the system.



Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs¹

This standard is issued under the fixed designation F1346; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This specification establishes requirements for safety covers for swimming pools, spas, hot tubs, and wading pools (hereinafter referred to as pools, unless otherwise specified). When correctly installed and used in accordance with the manufacturer's instructions, this specification is intended to reduce the risk of drowning by inhibiting the access of children under five years of age to the water.

1.2 This specification includes performance tests to demonstrate the compliance or noncompliance to requirements herein stated for safety covers. It also includes marking requirements for all covers.

1.3 The values stated in inch-pound units are to be regarded as the standard. The values in parentheses are given for information only.

1.4 The following safety hazards caveat pertains only to the test methods section, Section 9, of this specification: *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

2. Referenced Documents

2.1 NFPA Document:

National Electrical Code, Article 680-26 ²

3. Terminology

3.1 Definitions of Terms Specific to This Standard:

3.1.1 *appurtenances*—subordinate parts or adjunct accessory components to the cover such as hardware including buckles, straps, ties, springs, anchors, tracks, rollers, lifting arms, and the like.

3.1.2 *automatic cover*—a cover which can be placed over the water area and removed with a motorized mechanism actuated by a suitable control mechanism. See also *power safety cover (PSC)*, *other cover (OC)*.

3.1.3 *barrier*—something that restrains or obstructs access to the body of water.

3.1.4 *blanket*—a material used for thermal insulation. See also *solar energy blanket*.

3.1.5 *cover*—something that covers, protects or shelters, or a combination thereof, a swimming pool, spa, or hot tub.

3.1.6 *debris cover*—a cover with attendant appurtenances positioned over the pool area which permits the cover to prevent debris, such as foliage, dirt, windblown trash, and the like from entering the pool. It is intended to be completely removed before the entry of bathers. See also *other covers (OC)*.

3.1.7 *decks*—those areas abutting a pool, spa, or hot tub that are specifically constructed or installed (for example, of wood, concrete, brick, stone, and the like) for use by bathers for sitting, standing or walking and may also act as a base for supports for covers.

3.1.8 *dome*—a semipermanent enclosure supported by trusses, or positive air pressure erected over the pool area to provide temperature and atmospheric control over the pool environment.

3.1.9 *energy conservation*—the reduction of heat loss from pool water through air convection or evaporative cooling, or both.

3.1.10 *hot tub*—a spa constructed of wood with sides and bottoms formed separately; and the whole shape joined together by pressure from surrounding hoops, bands or rods; as distinct from spa units formed of plastic, concrete, metal, or other materials.

3.1.11 *inaccessible locations*—a location at least 5 ft (1.5 m) above the ground with no other access such as hand or footholds which would permit a child to reach the location.

3.1.12 *manual cover*—a cover which requires it to be placed over the water area by hand. See also *manual safety cover (MSC)*, and *other covers (OC)*.

¹ This specification is under the jurisdiction of ASTM Committee F15 on Consumer Products and is the direct responsibility of Subcommittee F15.28 on Covers for Pools, Spas and Hot Tubs.

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² Available from National Fire Protection Assoc., Batterymarch Park, Quincy, MA 02269.

3.1.13 *markings*—the application of numbers, letters, labels, tags, symbols or colors to provide identification and safety information and to expedite handling during shipment and storage.

3.1.14 *manual safety cover (MSC)*—a barrier which requires it to be placed over the water manually. Provides a high level of safety for children under the age of five by inhibiting their access to the water.

3.1.15 *other covers (OC)*—includes any cover type not incorporated in the other two classifications; PSC, MSC. They are not intended to serve as a barrier for children under the age of five.

3.1.16 *power safety cover (PSC)*—a barrier which can be placed over the water area and removed with a motorized mechanism actuated by a suitable control mechanism. Provides a high level of safety for children under the age of five by inhibiting their access to the water.

3.1.17 *safety cover*—a barrier (intended to be completely removed before entry of bathers), for swimming pools, spas, hot tubs or wading pools, attendant appurtenances and/or anchoring mechanisms which reduces—when properly labeled, installed, used and maintained in accordance with the manufacturers' published instructions—the risk of drowning of children under five years of age, by inhibiting their access to the contained body of water, and by providing for the removal of any substantially hazardous level of collected surface water. See also *power safety cover (PSC)*, and *manual safety cover (MSC)*.

3.1.18 *solar energy blankets*—a cover which is a floating translucent (not transparent) heat insulating sheet incorporating, for example, encapsulated air bubbles or similar low heat transfer (floating) sheet material whose purpose is to inhibit heat dissipation from the pool water surface through air convection or evaporative cooling. The sheet material, customarily translucent (not transparent) to permit the transfer of solar radiation energy directly to the pool water at all depths and intended for day and night use, is cut to the shape of the pool and is not affixed to the pool structure. It is intended to be completely removed before the entry of bathers.

3.1.19 *energy conservation blanket*—a cover which is a floating heat insulating sheet material incorporating, for example, a cellular foam or similar low-heat transfer material whose purpose is to inhibit heat loss from the covered water, through air convection or evaporative cooling, or both. Such materials are customarily cut to the shape of the pool and are intended for a night covering. The blanket is not affixed to the pool structure. It is intended to be completely removed before the entry of bathers.

3.1.20 *wading pool*—a shallow pool intended for wading, not swimming.

3.1.21 *waterline*—the waterline shall be defined in one of the following ways:

3.1.22 *skimmer system*—the water line shall be at the mid-point of the operating range of the skimmers.

3.1.23 *overflow system*—the waterline shall be at the top of the overflow outlet.

4. Cover Classifications and Minimum Qualification Criteria

4.1 *Power Safety Cover (PSC)*—Provides a high level of safety for children under the age of five by inhibiting their access to the water.

4.1.1 Must satisfy 5.1-5.3, 6.1-6.5, 7.1-7.4, 8.1, 8.2, 8.4-8.12, 9.1-9.4, 10.1-10.4, and all subsections.

4.2 *Manual Safety Cover (MSC)*—Provides a high level of safety for children under the age of five by inhibiting their access to the water. May require a longer period of time to be fully secured.

4.2.1 Must satisfy 5.1-5.3, 6.1-6.5, 7.1-7.4, 8.1, 8.2, 8.4-8.12, 9.1-9.4, and all subsections.

4.3 *Other Covers (OC)*—Includes any cover type not incorporated in the other two categories MSC, PSC. They are not intended to serve as a barrier for children under the age of five. Design characteristics may be hazardous when used in the presence of children under the age of five.

4.3.1 Shall satisfy 5.1-5.3, 8.1-8.3, 8.5-8.12, and all subsections.

5. Materials and Manufacture

5.1 Only materials not known to be harmful to health, within the intended application, shall be used.

5.2 All materials and components shall be durable and satisfactory for the intended purpose under the conditions normally prevailing at the site.

5.3 The cover shall be manufactured or fabricated, or both, in accordance with generally accepted, good manufacturing practices.

6. General Requirements for Safety Covers General Requirements for Safety Covers

6.1 *Installation/Use of safety covers*—Unless installed by the manufacturer, or responsible parties, or both, detailed instructions for installation shall be given in a form included in the packaging or a label, or both, attached to the cover.

6.2 Labels attached to the cover shall meet the general requirements described in 8.5.1 and 8.8-8.8.2.

6.3 *Markings for safety covers shall include:*

6.3.1 the manufacturer's name,

6.3.2 date manufactured or installed, and

6.3.3 instructions to consumers to inspect the cover for premature wear or deterioration.

6.3.4 Labels attached to covers shall meet the general requirements described in 8.4.1, 8.7-8.8.1, and 8.9.

6.4 *Fastening mechanisms or devices*—Ties, attachment points, anchors, anchorage, and controls for automatic covers or other means of fastening a cover shall include provisions such as keys, combination locks, special tools, devices, or inaccessible locations, and the like, to inhibit children under five years of age from removing or operating the cover. When subjected to the load and perimeter deflection tests described in 9.1 and 9.2, all fastening devices shall remain in their intended, secured or closed, or both, position. After the test, the intended performance of the device should not be impaired.

6.5 *Openings*—The cover shall be designed in such a way that, when it is tested by the test method described in 9.4, any

opening in the major component or between the edge of the cover and the deck surface or coping wall, or both, and the top surface of the spa or pool does not allow the test object to pass through. The test object shall not gain access to the water, or be subject to entrapment.

6.6 Seams, ties or welds in the cover shall show no signs of damage, which will impair intended performance of the device when the cover is tested by the methods described in 9.1-9.4.

7. Performance Requirements for Safety Covers

7.1 *Static Load*—In the case of a pool with a width or diameter greater than 8 ft (2.4 m) from the periphery, the cover shall be able to hold a weight of 485 lb (220.0 kg) (2 adults and 1 child) to permit a rescue operation.

7.1.1 In the case of a pool with a width or diameter not greater than 8 ft (2.4 m) the cover shall withstand the weight of 275 lb (125 kg) (weight of a child and an adult). Compliance shall be determined by the test method described in 9.1.

7.2 *Perimeter Deflection*—The cover shall be designed in such a way that, when it is tested by the test method described in 9.2, deflection of the cover does not allow the test object to pass between the cover and the side of the pool, or to gain access to the water.

7.3 *Surface Drainage*—The cover shall be so constructed, or incorporate a system, or have an auxiliary system provided, that when used in accordance with the manufacturer's instructions, shall drain substantially all standing water from the cover within a period of 30 min after cessation of normal rainfall. Compliance shall be determined by the test in 9.3.

7.4 *Opening Tests*—The tests shall be conducted by the test method described in 9.4 to demonstrate that any opening in the major component or between the edge of the cover and the deck surface or coping wall, or both, and the top surface of the pool or the top surface of the spa is sufficiently small and strong to prevent the opening from being forced to a size that will allow the test object to pass through.

8. Minimum Label Requirements for All Covers for Swimming Pools, Spas, and Hot Tubs

8.1 *Product Label*—All covers shall be labeled/marked to identify manufacturers or other responsible parties (such as

private label distributors), or both. Labels attached to covers shall meet the general requirements described in 8.5.1 and 8.8-8.8.2.

8.2 *Warning Labels*—All covers shall be required to have attached the following warning label:

8.2.1 *Signal Word*—**WARNING**.

8.2.2 *Safety Alert Symbol*—Preceding the signal word there shall be triangle with an exclamation point inside the triangle.

8.2.2.1 *Word Message*—The standard word message shall be **AVOID DROWNING RISK** which shall be the first message to appear directly under the signal word.

8.2.2.2 *Additional Word Message Statement*—Covers with any of the outlined hazards in Fig. 1 shall list all applicable warning statements on the label.

8.3 *Color*—Non-safety cover warning label.

8.3.1 *Signal Word*—Black letters with orange background.

8.3.2 *Safety Alert Symbol*—Black triangle with orange exclamation point.

8.3.3 *Word Message*—Black lettering on white background or white letters on black background.

8.4 *Color*—Safety cover warning label.

8.4.1 Colors assigned to the signal word panel may also be used for the message word panel provided the panel colors contrast with the lettering of the label. This is applicable to covers conforming with the PSC and MSC classifications only.

8.5 *Warning Label*—Letter size.

8.5.1 Lettering shall be of a size that enables a person with normal vision, including corrected vision, to read the safety sign or label at a safe viewing distance from the hazard. Considerations should be given to environmental variables that will affect readability.

8.5.2 *Signal Word*—Letter height shall be at least 50 % greater than the selected height of the message panel wording.

8.5.3 *Safety Alert Symbol*—Safety alert symbol, when used with the signal word shall precede the signal word. The base of the safety alert symbol shall be on the same horizontal line as the base of the letters of the signal word. The height of the safety alert symbol shall equal or exceed the signal word letter height.

8.5.4 Word message letter height shall be as defined in Table 1.

"HAZARD/WARNING STATEMENT CHART"	
If This Hazard Exists:	Add This Warning Statement:
*Will not support weight (as defined in this specification) Nonsecured or improperly secured covers	*Stay off cover—will not support weight.
*Concealment by slipping under cover	*Keep children away. Children or objects cannot be seen under cover.
*Drowning on top of cover in accumulated surface water (as defined in this specification)	*Remove Standing Water—child can drown on top of cover.
*Concealment, Entrapment—Drowning under cover	*Remove cover(s) completely before entry of bathers—entrapment possible.
*General requirement for all covers	*Non-secured or improperly secured covers are a hazard.
*Option to above for Safety Covers	*Failure to follow all instructions may result in injury or drowning.
*Cover does not meet all requirements of this specification for PSC, MSC.	*This is not a Safety Cover.

FIG. 1 Hazard/Warning Statement Chart

TABLE 1 Word Message Letter Height Sizes

Safe Viewing Distance	Minimum Letter Height for FAVORABLE Reading Conditions	Minimum Letter Height for UNFAVORABLE Reading Conditions
less than 24 in.	Height (in.) = $\frac{\text{View Distance}}{150}$	Height (in.) = $\frac{\text{View Dist.}}{75}$
24 to 96 in.	Height (in.) = $\frac{\text{View Distance}}{300}$	Height (in.) = $\frac{\text{View Dist.}}{150}$
greater than 96 in.	Height (in.) = $\frac{\text{View Distance}}{400}$	Height (in.) = $\frac{\text{View Dist.}}{300}$

8.6 Letter style:

8.6.1 Signal Word shall be in sans serif letters in upper case only.

8.6.2 Message Panel shall be in sans serif letters. Letters may be in upper case only.

8.6.3 Examples of acceptable lettering styles are: medium or bold helvetica, or news gothic bold.

8.7 *Placement*—Location shall be such that the message will:

8.7.1 Be readily visible to the intended viewer, taking into consideration all possible viewing angles, and

8.7.2 Alert the viewer to the potential hazard in time to take appropriate action.

8.7.3 Label must be located so as not to be removed in the fitting process.

8.8 *Life Expectancy*—The label shall have a reasonable expected life with good color stability and word message legibility when viewed as stated in 8.5.1. Reasonable expectancy shall be taken into consideration in accordance with the expected life of the product.

8.8.1 *Protection*—When possible, placement of label should provide protection from foreseeable damage, fading, or visual obstruction caused by abrasion, ultraviolet light or substances such as chemicals or dirt.

8.8.2 *Attachment*—The label shall be attached permanently to the product or so that it cannot be easily removed.

8.9 *Replacement*—Product/Warning labels should be replaced by the product user when they no longer meet legibility requirements for safe viewing distance described in 8.5.1 and 8.7.1. In cases where products have an extensive expected life or where exposed to extreme conditions, the product user should be able to obtain replacement labels from the manufacturer or responsible party.

8.10 *Instruction/Use Label*—Any product instructions or use label not attached to the product, intended to be viewed by the consumer/user shall contain in its contents the same applicable warning label as set forth in 8.2-8.6.3.

8.10.1 When special circumstances limit use of label colors to two colors, the colors assigned to the message word panel may also be used for the signal word panel provided that the panel colors contrast with background color of instruction/use label.

8.11 *Packaging Label*—If packaging is intended for product display to the consumer/user, applicable warning label as described in 8.2-8.6.3 shall be placed on the printed side of the

package intended for display and/or consumer information. The label shall be printed on or affixed to the package and not easily removable.

8.11.1 When special circumstances limit use of label colors to two colors, the colors assigned to the signal word panel may also be used for the message word panel provided that the panel colors contrast with background color of packaging.

8.12 *Compliance Labeling*—All labels shall note the specific cover classification.

9. Test Methods For Safety Covers

9.1 Static Load Test:

9.1.1 This test shall be conducted to demonstrate that the cover is capable of supporting a weight of (a) 485 lbs (composed of one 210-lb, one 225-lb or one 50-lb weight) for pools or spas within a width or diameter greater than 8 ft or (b) 275 lbs (composed of one 225-lb and one 50-lb weight) for a pool or a spa with a width or diameter equal to or less than 8 ft distributed over 1 ft² each, all of which are within a 3-ft radius without the test objects causing damage which would allow any of the test objects to pass through the cover. During this test there shall be no requirement for the absence of water appearing on the surface of the cover.

9.1.2 *Procedure*—The pool shall be filled to its waterline and the cover fitted in accordance with the cover manufacturer's instructions. The test objects shall be placed on the surface of the cover at the following critical points:

9.1.2.1 The center point of the cover.

9.1.2.2 Between attachment points and a distance of at least 4 ft (1.2 m) but not to exceed 6 ft from the side of the pool.

9.1.2.3 The test objects shall remain in each test position for a period of 5 min.

9.2 Perimeter Deflection Test:

9.2.1 This test shall be conducted to demonstrate the following: if a child under the age of five were to fall onto the cover neither that child nor another child could slip through any openings that may occur between the cover and the side of the pool.

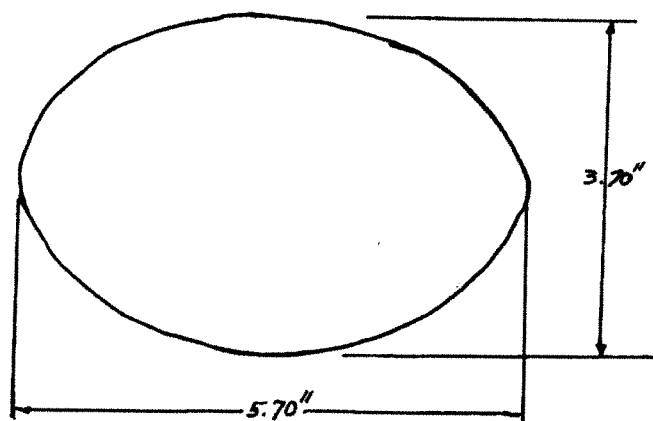
9.2.2 *Perimeter Deflection Test Object*—Test object shall be 3.7 in. (0.09 m) by 5.7 in. (0.14 m) by a minimum 12 in. length and a weight of 36.6 lbs in an ellipsoidal shape. See Fig. 2.

9.2.3 *Procedure*—With 50 lbs (22.7 kg) on the cover at a distance of at least 4 ft, but not exceeding 6 ft from the side of the pool, the same cover shall not deflect to allow a perimeter test object to pass through, gain access to the water or be subject to entrapment between the cover and the side of the pool.

9.3 Surface Drainage Test:

9.3.1 *Surface Drainage Test Object*—Timmy³ or equivalent (32 in. length by 9 in. width by 5 in. deep by 36.6 lbs torso-shaped object) shall be placed on the pool cover in a supine position, faceup, within two to three feet of and parallel with the pool's edge. Three minutes later there shall not be an unsafe amount of water. An unsafe amount of water is defined as any quantity of water which completely covers the torso of the surface drainage test object.

³ "Timmy" is a CPR mannequin, three year old boy; available from Simulaid Inc., P.O. Box 807, Dixon Avenue, Woodstock, NY 12489.



NOTE 1—Area = 16.6 in.²

NOTE 2—Perimeter = 15.0 in.

FIG. 2 Template for Swimming Pool Cover Standard

9.3.2 *Procedure*—Test the cover by spraying water evenly over the area at an application rate of 10 gal/min per 1000 ft² (9.29 m²) of pool area for a period of 30 min. During this test, all equipment shall operate in accordance with cover manufacturer's instructions. Thirty minutes after completion of this procedure, the cover shall pass the test method in 9.3. At all times during the procedure, maintain the pool level at the waterline.

9.4 *Openings Test:*

9.4.1 These tests shall be conducted to demonstrate that any openings remain small enough to prevent a small child's head from gaining access to the water.

9.4.2 *Openings test object*—A solid faced sphere test object with a maximum breadth of 4.5 in.

9.4.3 *Procedure*—The cover shall be fitted in accordance with the cover manufacturer's instructions. The test object shall be placed at or into any existing opening and apply a force of 40 lbs (plus or minus 1 pound) steadily to ensure the test object cannot pass through at the following critical openings:

9.4.3.1 Any opening between the edge of the cover and the deck surface and coping wall, or both, or the top surface of the spa or pool.

9.4.3.2 Any opening in the major component of the cover.

10. Operating Controls, Safety Covers

10.1 The open-close switch shall be spring-loaded or of the momentary contact type, so that when released, the cover stops operation immediately at any point in the open or closed cycle period.

10.2 The cover shall be reversible in direction from a full stop at any point in its travel without having to complete the full open or closed cycle.

10.3 Electrically operated control switches and motors shall be installed in accordance with the National Electrical Code Article 680-26.

10.4 The type of pool covering operating controls shall be such that:

10.4.1 Its fixed location is in the line of sight of the complete pool cover, or by its operating process. This ensures that the operator shall be in complete view of the cover at all times during the closing or pool covering process.

10.4.2 Switching devices shall be key-operated or locked away or able to be de-activated or otherwise located in an inaccessible location. An inaccessible location shall be at a height of at least five feet above the deck.

ANNEX

(Mandatory Information)

A1. RATIONALE

A1.1 Scope

A1.1.1 Although the majority of child-drowning and near-drowning which were reported did not involve safety covers, those who purport to provide a level of safety should be held to a higher level of reliability. Injury reports made available from CPSC indicate that male children, one and two years of age, living in a home with an in-ground pool are at the highest risk of being involved in a submersion incident that requires medical care.

A1.2 Referenced Documents

A1.2.1 Allows document reviewers the necessary information to validate the text of the standard.

A1.3 Terminology

A1.3.1 Consumers and new manufacturers may not be familiar with the technological language used within the text. This section also provides definitions for new terms created for this standard.

A1.4 Cover Classifications and Minimum Qualification Criteria

A1.4.1 By defining both the level of safety afforded and standard requirements to be satisfied, manufacturer and consumer will be able to define their needs and properly interpret the standard. This section also allows manufacturers to research and develop new technology which when applied could change their designation.

A1.5 Materials and Manufacture

A1.5.1 Varying lead times for material availability restrict or delay immediate compliance with this standard.

A1.6 Performance Requirements For Safety Covers

A1.6.1 Specified load factors represent the 95th percentile for a child under the age of five as well as one male adult and one female adult.

A1.6.2 If one child should gain access to the surface of the cover, another child in the area of the pool should not face increased risk.

A1.6.3 Recognizing that some residual water will remain after the surface water is removed, the test has been devised to ensure that the level can be maintained below that deemed substantially hazardous to a child of three based on data received from the Consumer Product Safety Commission.

A1.6.4 Openings in the major component or horizontal openings between the cover and solid structure of the pool area should remain small enough to prevent the head of a small child from gaining entrance. The head breadth for a 5th percentile of a 7 month old is about 4.5 in. The smallest mobile child would be about 7 months old since at this age 50 % of children can creep on hands and knees.

A1.7 Minimum Label Requirements For All Covers For Swimming Pools, Spas, and Hot Tubs

A1.7.1 Labeling on the product allows for transfer of the information to second owners and temporary users.

A1.7.2 The combination of Signal Word, Safety Alert Symbol and Word Message provides a higher level of warning than any single effort.

A1.7.3 An effort is being made nationally to make consistent the colors used to alert consumers to potential hazards.

A1.7.4 Contrast of colors between letter colors and labels are necessary in order to attract users' attention to label and enable readability.

A1.7.5 Letter size is an important factor in warning legibility so the consumer can recognize and avoid the hazard.

A1.7.6 Style of lettering affects the readability of the warning message.

A1.7.7 Warning labels can be more effective if they allow for reaction time on the part of the consumer.

A1.7.8 Damaged labels would not provide as strong a message as necessary.

A1.7.9 Due to extended life expectancy of cover products, labels cannot be expected to maintain their original appearance.

A1.7.10 Labeling messages and format should be consistent from point of purchase to use and/or application of cover.

A1.7.11 Packaging is, at times, the consumers first exposure to product information. Information contained on the warning label is necessary for making informed choices.

A1.7.12 All labels shall note that the product meets the requirements described in Specification F1346.

A1.8 General Requirements For Safety Covers

A1.8.1 Installation can be a key factor in the effectiveness of a safety cover whether it is manually or power installed.

A1.8.2 Manufacturer's markings are necessary to allow a continuity for second owners and consumer/manufacturer contact.

A1.8.3 The mechanisms which secure the cover are an integral component that help to defeat a child's entry to the water.

A1.8.4 Openings shall not be so large that the purpose of the cover is defeated.

A1.8.5 Structural integrity is necessary to provide safety.

A1.9 Test Methods For Safety Covers

A1.9.1 The rescue operation may require two adults and the cover shall support the total combined weight to avoid possible injury to those in the rescue attempt. The 95th percentile is represented by the 225-lb male, 210-lb female and 50-lb child.

A1.9.2 This test was devised to avoid an opening large enough for one child or another child to fall between the edge of the cover and the edge of the pool when one child of 50 lb is already on the cover.

A1.9.3 Recognizing that some residual water remains after the surface water is removed, this test is devised to ensure that the level is maintained below a level deemed substantially hazardous to a child under three years of age.

A1.9.4 No opening shall exist in the cover or at any point that the cover joins the surface of the pool structure or deck area (which would allow a small child's head to gain access to the water or become entrapped). The head breadth for a 5th percentile 7 month old is about 4.5 in.

A1.10 Operating Control, Safety Covers

A1.10.1 Operator controlled momentary contact type switches afford greater control in the event of an emergency.

A1.10.2 Should a child enter the water during the closure process, the cover shall be able to reverse without total closure.

A1.10.3 It is important in the case of an electrical installation to protect children and all swimmers from the possibility of electrocution, which is the purpose of Article 680-26 of the National Electrical Code.

A1.10.4 Operator observation of the pool during the closing process is necessary to ensure that another person does not enter the water during the process. Additionally, the location of the activating device or the ability to render it inactive is necessary to avoid unauthorized opening of the cover.



F1346 – 91 (2010)

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ITEM REPORT

To: City Council

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

Meeting Date: June 1, 2026

Department/Office: Community Development

Item Name: Amendment to Zoning Ordinance, Sec. 24 Signs, Sec. 2 Rules and Definitions, Sec. 15 Nonconforming Uses, Structures, Lots, and Signs - 7:30 PM

Summary:

Background

Staff has drafted a revised Sign Ordinance for Council review and action. The goal of revising the Sign Ordinance is to:

1. Make the ordinance easier to use (for businesses and staff) by reorganizing it and adding tables and graphics to display information.
2. Ensure that maximum sign sizes are appropriate for the scale of Excelsior's commercial properties.
3. Review policy on illuminating signs.
4. Increase clarity about signs that are prohibited.
5. Increase clarity about temporary signs and how they are administered.
6. Update definitions and standards to reflect today's sign technology.

A summary of the changes this ordinance revision has made to our existing sign ordinance is included as an attachment to this memo. A zoning map is also attached.

Planning Commission Review

The Planning Commission reviewed the proposed Ordinance draft at their meetings on April 27th and May 19th. They made suggestions that improved the draft ordinance and had the following comments and edits:

1. Liked the improved clarity.
2. Questioned whether restricting placement of sign on awning to the valance is important. Will we have a lot of nonconforming awning signs?
3. Need to reconcile standards for temporary signs and decals in windows.
4. Proposed to allow neon signs in the Downtown Historic District with a Site Alteration Permit approved by the HPC, and possibly a Conditional Use Permit for City Council approval.
5. Recommended reduction in maximum wall sign size (to 27 sf from 50 sf) in Mixed Use zoning district to bring it in line with maximum size in Downtown Commercial

and Cottage Commercial districts.

6. Wanted to be sure restrictions on signs affixed to vehicles or trailers that are parked would not apply to vehicles with their business logos affixed to doors.
7. Improved language to make the meaning clearer.
8. Agreed with provision to allow one sign at rear of building if there is a business entrance for customers located there and simplified the language.
9. Recommended allowing 25% window coverage (with temporary signs including decals) rather than 50%.

Heritage Preservation Commission Review

The Heritage Preservation Commission (HPC) reviewed the proposed Ordinance draft at their meetings on April 28th and May 21st. The HPC had created a work group which reviewed the sign ordinance last summer for its compatibility with the Preservation Design Manual guidelines used for properties in the Downtown Historic District. The work group provided comments to the full Commission.

The HPC improved the draft ordinance and had the following comments and edits:

1. Clarified some definitions.
2. Lighting of parapets and walls belongs in the Preservation Design Manual.
3. Discussed and provided language for how we might allow some neon signs in the Downtown Historic District.
4. Want signs posted in windows of real estate offices that show properties for sale to be counted towards overall sign maximum.
5. The Preservation Design Manual requires that signs installed on buildings in the Downtown Historic District must be mounted in the mortar and not in the masonry. This requirement serves to protect the building. The HPC recommended that this requirement apply citywide.
6. Recommended that 25% of windows to be covered by signage (including decals) is appropriate.
7. Recommended that temporary real estate signs in downtown historic district require a permit.
8. Recommended no monuments signs be permitted in Cottage Commercial district.
9. Clarified language to make meaning clearer.

Staff also relied on assistance from a planning consultant at WSB. That consultant provided us an initial draft based on an understanding of Excelsior's goals for signs and their familiarity with sign codes generally.

Recommended Action:

Staff recommends that the City Council repeal the existing sign ordinance (*Section 24, Signs*) and replace it with proposed Ordinance 696. And, that *Section 2 Rules and Definitions* and *Section 15 Nonconforming Uses, Structures, Lots and Signs*, be amended as proposed in Ordinance 696.

The existing sign ordinance is provided as an attachment with this memo, and, in addition here is a link to it: [Excelsior Sign Ordinance](#) .

Staff recommends that the City Council begin discussion of the proposed sign ordinance amendment, including amendments to Sections 2, 15, and 24 of the zoning ordinance, and continue the public hearing.

Budget:**Attachments:**

1. 1_ Ord 696_ Signs_Draft for CC_06_01_2026
2. 2_ Summary of Changes to the Sign Ordinance
3. 3_ Existing Ord_Signs and Nonconforming Signs
4. 4_ Zoning_2022_FINAL

ORDINANCE NO. 696

AN ORDINANCE TO AMEND APPENDIX E, SECTION 2 RULES AND DEFINITIONS, SECTION 15 NONCONFORMING USES, STRUCTURES, LOTS AND SIGNS, AND SECTION 24 SIGNS, TO UPDATE THE SIGN ORDINANCE

The City Council of the City of Excelsior hereby ordains as follows:

ARTICLE 2. RULES AND DEFINITIONS

Section 1. Appendix E, Article 2, Rules and Definitions, is amended to add the following:

Sign related.

Awning: A structure made of fabric, metal, or other material, affixed to a building in such a manner that the structure serves as a protective cover over a door, entrance, walkway, or window.

Awning Sign: A sign with copy painted or affixed flat to the surface of an awning which does not extend vertically or horizontally beyond the limits of such awning.

Blade Sign: See Projecting Sign.

Commercial Sign: Any sign which serves to advertise and/or identify a product, service, or activity conducted on or off the premises on which the sign is located.

Conduit for Illuminated Signs: A protective piping system that houses and safeguards electrical wiring to attach to a power supply, ensuring a safe and organized installation, typically made of metal or plastic to shield wiring from moisture, dust, UV exposure, and physical damage. Conduit conceals wiring for a clean and professional appearance.

Interpretive Panel: A signage that provides information that interprets, via photographs or text, a natural historical, or cultural resource, event, or site. Panels shall be located only on sites directly related to the information contained in the sign.

Feather sign: A freestanding temporary sign consisting of a piece of flexible cloth, plastic or other similar material that is attached lengthwise to a single pole and designed to flutter/wave in the wind.

Lawn Sign: A freestanding temporary sign consisting of a piece of corrugated, plastic or other similar material that is attached to a wire "H-shaped" stake and inserted into the ground.

LED Sign Lighting: Lighting that uses light-emitting diodes (LEDs) to produce illumination.

Monument Sign: A freestanding sign that contains a solid or enclosed base and where the sign support post(s) is/are not visible. Base shall be constructed of materials that are consistent with and complementary to the building on the parcel.



Mural: A mural is an unlit painting, mosaic, fresco or other artwork attached or applied directly to the exterior of a structure by or on behalf of the building owner. A mural does not include commercial signage, graffiti, billboards, campaign signs or ghost signs. Murals (like ghost signs) are considered public art, rather than signs.

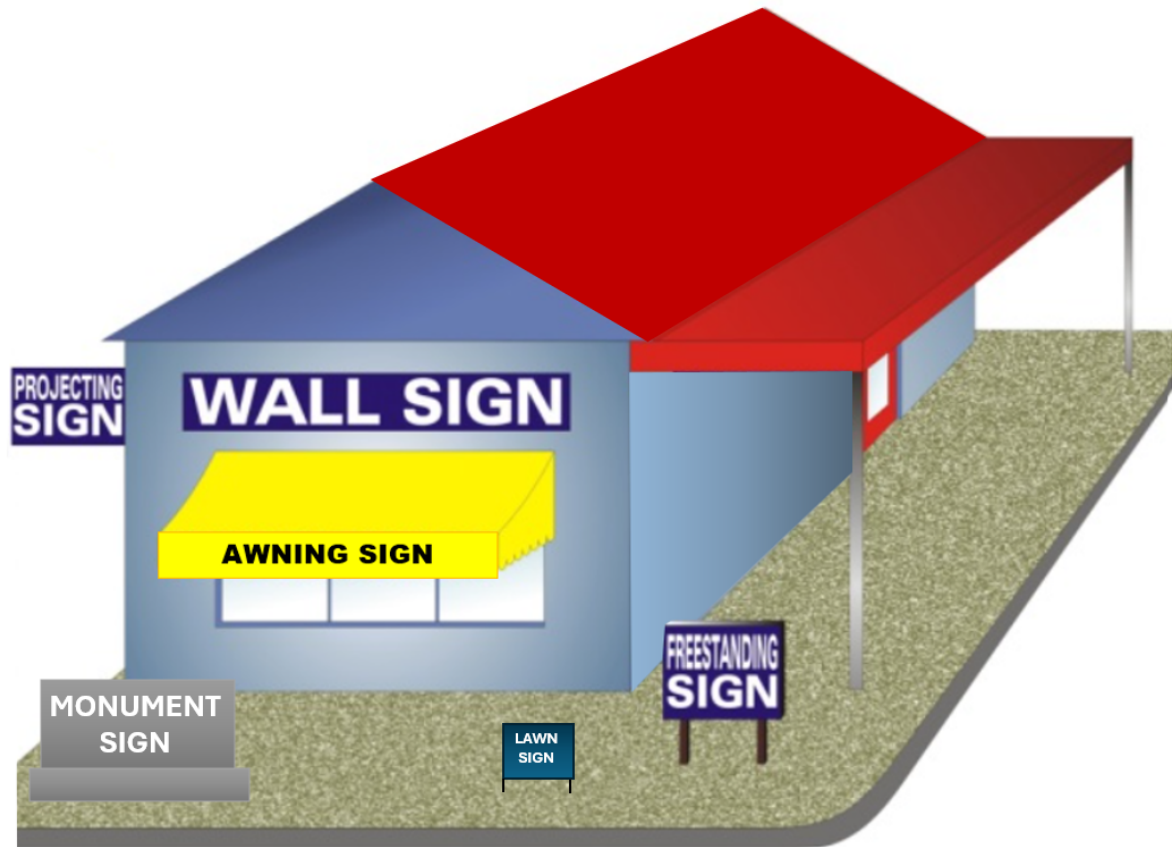
Noncommercial Sign: Any sign that is not a commercial sign.

Projecting Sign: A type of sign that extends outward from a building or structure, typically mounted at an angle to the façade building, making it visible from a distance to pedestrians or drivers, and containing a business's graphics, text, or logo.

Sign. Any letter, word or symbol, poster, picture, statuary, reading matter or representation in the nature of advertisement, announcement, message or visual communication, whether painted, posted, printed, affixed or constructed, including all associated brackets, braces, supports, wires and structures, which is displayed for informational or communicative purposes.

Valance: A type of decorative fabric placed at the bottom and horizontally of an awning or canopy.

Wall Sign: A sign affixed, attached, posted, printed, or painted directly to the exterior wall of a building, and which is parallel to the building wall.



ARTICLE 24. SIGNS

Section 2. Appendix E, Article 24, Signs, is repealed and replaced with the following:

Sec. 24-1. Intent.

The purpose of this section is to protect and promote the public health, safety, and general welfare of the citizens of the City of Excelsior through the establishment of a comprehensive and impartial set of regulations governing the installation, display, and use of signs serving as a visual media to persons on public or private properties within the City of Excelsior.

These regulations are intended to:

- (a) Preserve and protect property values and civic beauty, and not allow signs which detract from this objective due to excess size, height, number, visual impact, undesirable location, maintenance (or lack thereof), spacing, or illumination.
- (b) Provide for signs which are compatible with their surroundings and appropriate to the type of activity to which they pertain.
- (c) Control signs which invade privacy, constitute a public nuisance, or increase the likelihood of accidents by distracting attention or obstructing vision.

- (d) Establish standards which will permit businesses a reasonable and equitable opportunity for effective communication but will avoid excessive and unreasonable visual competition among sign displays.
- (e) Allow a reasonable freedom of choice, while promoting a concern for the visual amenities for those persons designing, displaying, erecting, or utilizing signs in the City of Excelsior.
- (f) Assure that the public health, safety, and general welfare of the citizens of the City of Excelsior is preserved.

Sec. 24-2. Signs - prohibited

- (a) Feather signs.



- (b) Sign or sign structures that obstruct any window, door, fire escape, stairway or opening intended to provide ingress or egress for any building structure.
- (c) Balloons, and stringers.
- (d) Signs that are tacked, painted, or posted on trees, fences, bridges, towers, similar public structures, utility posts, or other such supports.
- (e) Roof signs.
- (f) Billboards.
- (g) Signs with rotating, moving parts, or electronically changeable copy.
- (h) Signs placed on or affixed to vehicles and/or trailers which are parked on a public right-of-way, public property, or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property.
- (i) Content classified as “obscene” as defined by Minn. Stats. § 617.241.
- (j) Pylon signs.

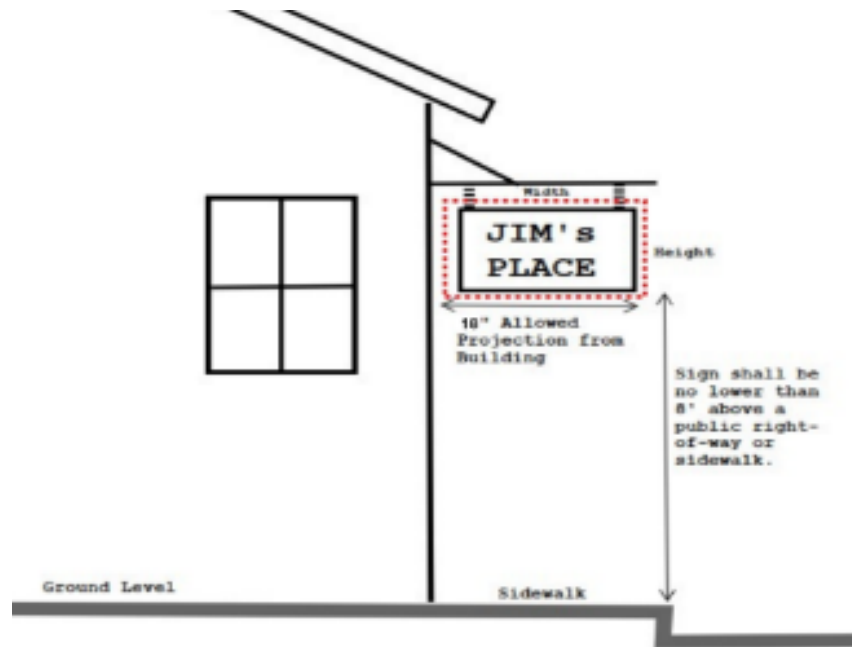


- (k) Multivision signs.
- (l) Video display signs.
- (m) Electronic graphic display signs.
- (n) Illuminated signs which change in color or intensity of light, flash, scroll, or are animated other than electronic reader boards for time and temperature or official signs and non-electronic reader boards and barber poles as permitted under Commercial zoning allowances of this article.
- (o) Exterior neon signs. *(For discussion.)*

- (p) Inflatable signs.
- (q) Monument signs in the DC historic district.
- (r) Any sign, signal, marking or device which purports to be, is an imitation of, or resembles any official traffic control device, railroad sign or signal, emergency vehicle signs, or which attempts to direct the movement of traffic or which hides from view or interferes with the effectiveness of any official traffic-control device or any railroad sign or signal shall be prohibited.
- (s) Signs within an easement, except for signs installed by authorized governmental agencies or approved by the holder of the easement.
- (t) Signs that resemble any official marker erected by a governmental agency or that displays such words as "Stop" or "Danger", which are not erected by legal authority.
- (u) All other signs not expressly permitted by this ordinance.

Sec. 24-3. Signs - general requirements and standards

- (a) Signs and sign structures shall be properly maintained and kept in a safe condition. Sign or sign structures which are rotted, unsafe, deteriorated, or defaced shall be reprinted, repaired, or replaced by the owner or agent of the building upon which the sign stands. The ground around any sign shall be kept free of weeds and litter in conformance with [Chapter 16](#) of the Code.
- (b) The construction of all permitted signs shall be in conformance with the provisions of the Minnesota Building Code.
- (c) No sign shall be attached or be allowed to hang from any building until all necessary wall and roof attachments have been approved by the city building official.
- (d) No signs, guys, stays or attachments shall be erected, placed or maintained on rocks, fences or trees nor interfere with any electric light, power, telephone, or telegraph wires or the supports thereof.
- (e) A sign and/or its structural components shall not move as a result of wind pressure.
- (f) The sign height shall be measured from the grade of the lot at the location of the sign as approved by the Zoning Administrator.
- (g) An awning sign shall be printed on the awning valance only.
- (h) A freestanding sign or sign structure (excluding sandwich boards) shall be constructed so that the two sign faces are set at an angle less than twenty (20) degrees unless the total area of both sign faces does not exceed the maximum allowable sign area for the parcel.
- (i) No sign or sign structure shall protrude over the public right-of-way except:
 - a. projecting signs may protrude a maximum of five (5) feet),
 - b. wall signs may protrude a maximum of six (6) inches;
 - c. awning, canopy, and marquee signs may protrude a maximum of five (5) feet).All signs protruding over public right-of-way or over any public or private access route (sidewalk, etc.) shall be located a minimum of eight (8) feet above surface grade.



(Fix graphic.)

(j) Sandwich board signs:

- a. may only have two sign faces
- b. shall be displayed only during business hours.
- c. shall not impede pedestrian traffic or access to other public improvements.
- d. shall be located on the ground in front of and within five (5) feet of the main entrance of the business it is advertising.
- e. shall be a maximum of three and a half (3.5) feet in height and shall be no greater than seven (7) square feet in size.
- f. shall be made of wood or metal material.
- g. if related to special events, such as event parking, shall be reviewed the Zoning Administrator
- h. number of sandwich boards allowed:
 - (a) one (1) sandwich board per business, per street frontage.
 - (b) one (1) additional sandwich board if for valet parking, only during hours of valet service operation.

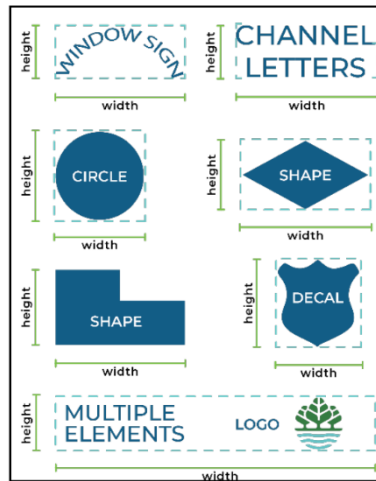
(k) Interpretive panels are not subject to sign requirements and require approval of zoning administrator.

(l) Temporary or permanent window signs or business graphics, whether printed or attached, exceeding more than 25% of window space in which they are displayed.

(m) Sign Size Calculation

The area of a sign or area within a sign frame shall be used to calculate the square footage of the sign area. Should letters or graphics be mounted directly on a wall or fascia or in such a way as to be without a frame, the dimensions for calculating the square footage shall be as in the definition of sign area, as found in [Article](#)

2 of this Appendix E. Any symbols, flags, pictures, working figures or other forms of graphics printed on or attached to windows, walks, awnings, freestanding structures, suspended by balloons or kites or on persons, animals or vehicles shall be considered as a sign.



(n) Obsolete Signs

The owner or agent of the building and property shall remove any sign that has become obsolete including by reason of termination of the business or vacation of the premises within thirty (30) days.

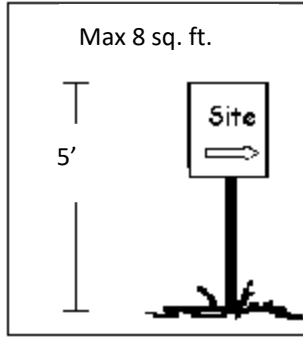
(o) All signage shall comply with the design standards and the requirements of the Heritage Preservation Commission, where applicable, as found in [Chapter 20](#) of the Code.

(p) Signs for motor fuel facilities

a. Signs for motor fuel facilities shall be regulated by the sign provisions for the zoning district in which the facility is located, except that within a sign, with an area not to exceed ten (10) square feet shall be allowed for non-electric changeable copy identifying current fuel process in accordance with Minn. Stats. 239.751

Sec. 24-4. Signs—no permit required.

- (a) Identification signs for one- and two-family dwellings, provided that such signs are less than two (2) square feet in area, address numbers exempted. Landmark property identification signs are subject to HPC approval.
- (b) Pedestrian, vehicular-traffic, and parking directional signs in parking lots, provided such signs are less than eight (8) square feet in area and less than five (5) feet in height, provided such sign does not constitute traffic hazard.



- (c) Traffic control signs, non-commercial governmental signs, local notices, railroad crossing signs, and temporary non-advertising safety or emergency signs.
- (d) Signs denoting the architect, engineer, contractor, or owner as follows:

One non illuminated sign when placed upon a work site, which does not exceed an aggregate of ten (10) square feet for residential property and thirty-two (32) square feet in area and eight (8) feet in height for non-residential property. Such signs must be removed within one (1) year of the date of issuance of a building permit or when the project is completed, whichever is sooner.
- (e) Non-commercial speech signs of any size and number may be posted on private property with the permission of the property owner beginning 46 days before the state primary in a state general election year until ten (10) days following the state general election, and thirteen (13) weeks prior to any special election until ten (10) days following the special election. Sign installation shall comply with the Fair Campaign Practices Act contained in Minn. Stats., Chapter 211B.
- (f) Real estate signs as follows:
 - (1) Temporary signs for the purpose of selling or leasing individual lots or buildings provided that such signs are less than ten (10) square feet for residential property and thirty-two (32) square feet for other property, have a maximum height of ten (10) feet, unless located on the building, and provided that only one (1) sign is permitted for each property. The signs must be removed within seven (7) days following the lease or sale.
 - (2) If parcel is located in the Downtown Historic District, a Temporary Sign permit is required.
- (g) Flags or insignia of any government or governmental agency.
- (h) Three (3) signs, not exceeding two (2) square feet each, posted on the interior of a window.
- (i) Up to three (3) lawn signs.
- (j) Existing historic signs as allowed by the Heritage Preservation Commission.
- (k) Maintenance of signs including repainting without changing the wording, composition, size, or colors; or minor nonstructural repairs, (except electrical repairs) shall not require a permit.

Sec. 24-5. Signs—permit required.

- (a) The following signs are allowed with the issuance of a sign permit.

Table A. WALL SIGNS		
Zoning District	Number Allowed	Max Area
DC & CC (Single Tenant)	One (1) or Two (2) if located on street corner with double frontage	27 sf per sign
DC & CC (Multi-Tenant)	One (1) per tenant located on first floor	27 sf per sign
MU (Single Tenant)	One (1) or Two (2) if located on street corner with double frontage	27 sf per sign
MU (Multi-Tenant)	One (1) per tenant located on first floor	27 sf per sign
GC (Single Tenant)	One (1) or Two (2) if located on street corner with double frontage	75 sf per sign
GC (Multi-Tenant)	One (1) per tenant located on first floor	75 sf per sign
Sacred community, other public places [1]	One (1) or Two (2) if located on street corner with double frontage	32 sf per sign
[1] Exemptions to height and area requirements may be reviewed under a Conditional Use Permit as provided for in Article 4 of this Appendix E.		

Table B. FREESTANDING SIGNS AND MONUMENT SIGNS				
Zoning District	Number Allowed	Max Height	Max Area	Collaborative sign outside of Historic District
DC	One (1) free standing sign in	6 ft maximum	27 sf maximum	

	front yard of residential structure used for commercial purpose No monument signs allowed			
CC	One (1) free standing sign in front yard of residential structure used for commercial purpose Or One (1) monument sign	Freestanding: 6 ft maximum Monument: 4.5 ft maximum	27 sf maximum	
MU	One (1) free standing sign Or One (1) monument sign			
GC	One (1) free standing sign Or One (1) monument sign	8 ft maximum	75 sf maximum	May substitute for a collaborative monument sign between multiple lots. Max area of 75 sf and max height 15 ft.
Sacred communities, or other public places [1]	One (1) free standing Or One (1) monument sign	8 ft maximum	32 sf maximum	
[1] Double frontage lots may have two signs, one for each frontage. Exemptions to height and area requirements may be reviewed under a Conditional Use Permit.				

Table C. PROJECTING SIGNS

Zoning District	Number Allowed	Max Area	Additional General Requirements
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DC & CC	One (1)	Eight (8) sf	Bottom of sign must be a minimum of eight (8) ft above the ground. Sign and bracket shall extend no more than five (5) ft from building façade.
MU & GC	One (1)	Ten (10) sf	
R-1 & R-2 (Home Occupation)	One (1)	Eight (8) sf	

Table D. AWNINGS SIGNS				
Zoning District	Number Allowed Single frontage	Number Allowed Corner lot with double frontage	Additional General Requirements	Maximum Dimensions
All Districts	One (1)	Two (2)	Must be a minimum of eight (8) ft above the ground. Maximum extension of five (5) ft from building façade	Seven (7) square feet and eight (8) inches in height. Signage must be placed on valance.

Sec. 24-6 Signs – Additional District Requirements

(a) Downtown Commercial (DC) and Cottage Commercial (CC) Districts.

- (1) Businesses shall not display more than three (3) permanent signs, of any type. Businesses may display one (1) additional sign on the rear elevation of the building at a business entrance.
- (2) Window lettering signs of less than six (6) square feet shall be excluded from this regulation.
- (3) More than three (3) signs shall be allowed for multi-tenant buildings, provided that the aggregate square footage of sign space as outlined above is complied with and an administrative permit is approved by the zoning administrator in accordance with article 8 of this Appendix E.
- (4) No individual sign shall exceed twenty seven (27) square feet in area, nor shall two or more signs be so arranged and integrated as to create a sign area of over forty (40) square feet.

(5) *Wall Signs.*

- a. Multi-tenant buildings shall have wall signs of similar design. Each tenant is allowed one (1) wall sign in accordance with Table A except that a tenant space which has its only entrance on the side of the building not abutting a public street shall be allowed one (1) sign meeting the size requirements of Table A and located on the same wall as the tenant's only entrance. No signage is permitted for tenant entrances immediately adjacent to residentially zoned property.
- b. Wall signs, if painted, shall not be applied directly onto unpainted brick or stone masonry. Exceptions may be made for concrete block. A backdrop shall be applied for painted wall signs and attached to brick or stone masonry

(6) *Awning Signs.*

- a. Awnings installed on buildings in the DC District shall not obscure significant architectural features.

(b) Mixed Use Commercial (MU) and General Commercial (GC) Districts.

- (1) Businesses shall not display more than three permanent signs, whether such signs be projecting, wall, freestanding, window, or awning, including signs for rear entrances.
- (2) Window lettering signs of less than six square feet shall be excluded from this regulation.
- (3) More than three signs shall be allowed for multi-tenant buildings, provided that the aggregate square footage of sign space as outlined above is complied with and an administrative permit is approved by the zoning administrator in accordance with article 8 of this Appendix E.
- (4) No individual sign surface shall exceed twenty seven (27) square feet in area (seventy five (75) square feet in area in the GC district), nor shall two (2) or more signs be so arranged and integrated as to create a sign area of over forty (40) square feet (one hundred (100) square feet in area in the GC district).
- (5) *Wall Signs.*
 - a. Multi-tenant buildings shall have wall signs of similar design. Each tenant is allowed one (1) wall sign in accordance with Table B except that a tenant space which has its only entrance on a side of the building not abutting a public street shall be allowed one (1) sign meeting the size requirements of Table B and located on the same wall as the tenant's only entrance. No signage is permitted for tenant entrances immediately adjacent to residentially zoned property.
- (6) *Awning Signs.*
 - a. Awnings installed on buildings in the MU District shall not obscure significant architectural features.

(c) Residential Districts (R-1, R-2, R-3, R-4).

- (1) The following zoning districts are allowed one (1) wall sign per household for a home occupation:
 - a. R-1, R-2, one (1) wall sign not to exceed two (2) square feet, with a distance of six (6) inches from the back of the sign to the wall face.
- (2) Sacred communities and other public places may have one (1) monument sign up to six (6) feet in height and one (1) wall sign. Total signage area must be no greater than thirty-two (32) square feet.
- (3) Residential subdivisions or multi-family complexes, four (4) units or more, may have one (1) wall or one (1) monument sign. Total signage area must be no greater than thirty-two (32) sf and height no greater than four (4) feet.

Sec. 24-7. Temporary Signs – Administrative temporary permit required.

- (a) The following signs shall require an administrative permit in compliance with [Article 8](#) of this Appendix E. Banners, flags, posters, pennants, ribbons, displays, streamers or spinners used as a sign on private property.
- (b) Administrative permits, for temporary signage, may be issued for a period not to exceed fourteen (14) consecutive days. Three (3) such permits may be allowed for each premises per calendar year, with the exception that each new commercial or industrial business, may be allowed one (1) additional fourteen (14) day permit, to announce the opening of the new business, provided such business has been issued a current Certificate of Occupancy for that business space. Permits may be issued for consecutive fourteen (14) day periods.

- (c) For all uses in the Public Institutional district and Sacred Communities in all districts temporary signage shall be limited to a period not to exceed thirty (30) days annually. There shall be no more than three such signs on any parcel and the total signage shall not exceed thirty (30) square feet.
- (d) Temporary on-premises signs shall not be placed in the public right of way.
- (e) Temporary signs, off-premises. Off-premises temporary signs shall be limited to noncommercial Excelsior entities, displayed no more than ten (10) business days, and located on private, city property or in the public right of way.
- (f) The Zoning Administrator shall be authorized to issue a temporary conditional administrative permit to alleviate hardships associated with public road construction projects.

Sec. 24-8. Sign Setbacks.

- (a) The following minimum requirements shall be observed in Residential Districts:

Sign Setbacks (Excluding Monument Signs[1]) in Residential Districts				
	R1	R2	R3	R4
Front Yard Setback (feet)	3 feet	3 feet	3 feet	3 feet
Side Yard Setback (feet)	6 feet	5 feet	5 feet	5 feet
Rear Yard Setback (feet)	3 feet	3 feet	3 feet	3 feet

[1] No part of any monument sign shall be closer than ten (10) feet from any lot line, or from the public right-of-way.

- (b) The following minimum requirements shall be observed in Commercial Districts:

Sign Setbacks (Excluding Monument Signs [2]) in Commercial Districts				
	DC	CC	GC	MU
Front Yard Setback (feet)	0 feet	0 feet	3 feet	3 feet
Side Yard Setback (feet)	0 feet	0 feet	3 feet	3 feet
Rear Yard Setback (feet)	0 feet	0 feet	3 feet	3 feet

[2] No part of any monument sign shall be closer than ten (10) feet from any lot line, or from the public right-of-way.

Sec. 24-9. Permits Required.

- (a) *Sign Permits.* No sign shall hereafter be erected, re-erected or altered, including the replacement of the business message, unless a permit for each sign has been obtained, unless no permit is required pursuant to Section 24-5. In addition, electrical permits from the State of Minnesota shall be obtained for all electric signs. Applications for a sign permit shall be made in writing on forms furnished by the Planning Department. Such application shall contain the location by street and number of the proposed sign structure, the erector, a scale drawing of the sign indicating material copy, and color location. Maintenance of signs including repainting without changing the wording, composition, size, or colors; or minor nonstructural repairs, (except electrical repairs) shall not require a permit.
- (b) *Sign Permit Fees.* Permit fees shall be in accordance with the City fee schedule as adopted by City Council. A double fee shall be charged if a sign is erected without first obtaining a permit for such sign. Permit fees shall be reduced by 50% for properties designated as historic.
- (c) *Revocation of Permit.* The Planning Department is hereby authorized to revoke a sign permit upon failure of the holder thereof to comply with any provision of this Chapter.
- (d) *Expiration of Permit.*
 - (1) A permit shall expire if the sign is not installed within one hundred eighty (180) days after issuance.

Sec. 24-10. Noncommercial speech.

Signs containing noncommercial speech are permitted anywhere that advertising or business signs are permitted, subject to the same regulations applicable to such signs.

Sec. 24-11. General provisions regulating use of artificial light sources for illuminated signs.

- (a) No internal lighting or back lighting of signs shall be allowed, regardless of the light source.
- (b) Signage shall utilize illuminating devices mounted above and facing down toward the sign. Artificial light sources shall not be placed at any height taller than is essential to accomplish the intended purpose.
- (c) All lighting shall be of a warm color and glare or reflected light which is a by-product of all light shall be kept to a minimum.
- (d) All signage shall comply with the outdoor lighting standards found in [Section 16-5](#) of this Appendix E.
- (e) The light source shall not be directly visible and shall be arranged to reflect away from adjoining premises.
- (f) The illumination source shall not be placed so to cause confusion or hazard to traffic, or to conflict with official or traffic signs, signals, or lights. This includes indoor signs which are visible from public streets.
- (g) All artificial illumination of signs shall be turned off at the close of business or at 11:00 p.m., whichever occurs later.
- (h) Neon signs may be allowed in the Downtown Historic District with HPC approval.
- (h) Lighting underneath awnings, and up- and down-lighting of building facades, is prohibited
- (i) Electrical wiring for sign illumination shall be concealed with conduit. The conduit and electrical wiring for the light source shall be installed and arranged inconspicuously utilizing low-profile conduit, paint or cover, running conduit behind structures such as walls, furniture, or architectural features, raceway channels, or undergrounding.
- (j) Sign conduit shall be installed in a way that minimizes damage to the building. Conduit that is drilled through exterior walls to the interior of a building shall be drilled through the mortar joints, not masonry, and shall be weatherproofed and sealed to prevent moisture intrusion. The mortar joint shall be wide enough to

accommodate the conduit without compromising stability. If the conduit is larger than the mortar joint, drilling through the wall shall be prohibited.

Sec. 24-12. Enforcement.

- (a) It shall be the responsibility of the Zoning Administrator to administer and enforce the provisions of this section.
- (b) If any provision of this ordinance shall be adjudged void or of no effect, for any reason whatsoever, such decision shall not affect the validity of any of the other provisions of this ordinance.
- (c) It shall be unlawful for any person, firm, or corporation, to erect, alter, repair, move, equip, or maintain any sign or sign structure or cause or permit the same to be done in violation of any of the provisions of this ordinance.
- (d) Nonconforming signs shall be regulated as provided in [Article 15](#) of this Appendix E.

Sec. 24-13. Removal.

- (a) The Zoning Administrator shall remove any sign immediately and without notice if it reasonably appears that the condition of the sign is such as to present an immediate threat to the safety of the public. Any cost of removal incurred by the City shall be assessed to the owner of the property on which such sign is located or may be collected in appropriate legal proceedings.
- (b) Signs in violation of this Ordinance placed on public property or in the public right-of-way are subject to immediate removal.
- (c) The owner, lessee, or manager of the property where a sign is located shall remove or correct a sign within thirty (30) days of the receipt of written notice from the Zoning Administrator that the sign is in violation or prohibited by this Appendix E.

Sec. 24-14. Variance.

The City Council may approve a variance, in conformance with article 6 of this Appendix E.

ARTICLE 15. NONCONFORMING, USES, STRUCTURES, LOTS AND SIGNS

Section 3. Appendix E, Article 5, Nonconforming Uses, Structures, Lots and Signs, is amended as follows:

Sec. 15-6. Nonconforming signs.

Any sign that existed lawfully on the effective date of the sign regulations of this Article that remains or becomes nonconforming by reason of adoption of these sign regulations or because of subsequent amendments to these sign regulations are considered nonconforming signs and their continuance is allowed in accordance with the following regulations:

- (a) Ordinary repairs and maintenance, including the removing and replacing of outer panels is permitted, provided that the panels are replaced with identical panels and then no structural alterations or other work that extends the normal life of the nonconforming sign is permitted.

- (b) Single panels on nonconforming multi-panel signs for multi-tenant buildings may be changed to reflect tenant changes.
- (c) Besides (a) and (b) of this section, nonconforming signs may not be changed unless they are brought into compliance with the sign ordinance.
- (d) No repair or alteration that increases the size of a nonconforming sign is permitted.
- (e) No nonconforming sign may be moved in whole or in part to any other location on the same or any other premises unless every portion of such sign is made to conform to all regulations of these sign regulations.
- (f) If a nonconforming sign is abandoned or the described business discontinued for a continuous period of thirty (30) days or more, it must be discontinued, and any subsequent sign must conform to all of the sign regulations in this article.
- (g) If a nonconforming sign must be removed temporarily or is misplaced, the responsible party for that sign may receive administrative approval to continue the sign upon written request within the thirty (30) day period of allowance of (f).

Section 4. This Ordinance is effective in accordance with Section 3.06 of the Excelsior City Charter.

Adopted by the Council of the City of Excelsior, Minnesota, this _____ day of _____ 2026.

Gary Ringate, Mayor

ATTEST:

Hilary Vokovan, City Clerk

Kristi Luger, City Manager

First Reading of Ordinance:

Second Reading and Adoption:

Publication of Ordinance:

Effective Date:

Summary of Changes to the Sign Ordinance

June 1, 2026

A summary of the changes made to the existing sign ordinance are as follows:

1. The definition of “sign” is amended to be more inclusive of language to determine what a sign is and what it is not.
2. The “Intent” section, 24-1, is new to the ordinance. This is generally a standard element of sign ordinances and it lays the foundation for the purpose of the ordinance.
3. To add clarity, definitions for the following have been added to *Zoning Code, Sec. 2-2 Definitions* pertaining to signs: awning, awning sign, blade sign, commercial sign, conduit for illuminated signs, interpretive panel, feather sign, lawn sign, LED lighting, projecting sign, mural, valance. And, some existing definitions have been updated.
4. To increase clarity, the following types of signs have been added to the list of prohibited signage: feather signs, signs affixed to vehicles (see more below), balloons and stringers, inflatable signs, content classified as “obscene” as defined by MN Statute 617-241, and all other signs not expressly permitted by this ordinance.
5. Sandwich boards must meet additional standards in Section 24-4 (m)(1), including a reduced size requirement; location requirements remain the same.
6. A provision has been added that would allow two adjoining lots in a commercial district to share a monument sign that is larger than would be normally required for each individual lot. If the shared monument sign is proposed, each individual lot would give up their ability to have individual monument signs.
7. The maximum size for projecting signs in the Mixed Use and General Commercial districts is increased from 8 sf to 10 sf.
8. On awnings, the sign is required to be located on the valance and a maximum size of 7 sf and 8 inches in height.
9. The percentage of a window surface that may be covered in graphics (decal, painted) is limited to 25%.
10. Time period that a temporary sign may be in place is changed from 30 days maximum, twice per year, to 14 days maximum, three times per year.
11. A section relating to the removal of signs has been added to ensure the city has the proper enforcement standards relating to signs that are in violation of the ordinance.
12. Section 24-10 has been added to the ordinance, which is entitled “enforcement.” This allows the Zoning Administrator to administer and enforce the ordinance, states that it is unlawful to violate the ordinance, and explains how nonconforming signs are handled.

13. Section 24.10 has been added to address noncommercial speech.
14. This ordinance amendment adds a definition for “murals”, however, because a mural is not a “sign”, there are no standards included for murals. The HPC has created a mural policy for the Downtown Historic District; more discussion is needed if there are mural standards to apply throughout the city.
15. Setback requirements for all signs have been added.
16. Language to require that electrical conduits must be hidden from sight and must not damage the building.
17. It is our understanding that the number of lawn signs are a concern for the city. A definition of lawn sign has been proposed, and lawn signs (aside from political signs, of course) are limited to three.
18. Internally illuminated signs continue to be prohibited. No backlit signs are permitted. Planning Commission and Heritage Preservation Commission recommend we allow some neon signs, with conditions, in the Downtown Historic District.
19. The section on artificial light sources has been revised to say that no part of the bulb is visible on any light fixture used on signage, and that the fixture can be above the sign only and not below the sign shining up towards the sky.
20. The Preservation Design Manual guidelines for the downtown historic district and the Design Standards for other downtown commercial areas should be reviewed and brought into conformance with the zoning ordinance if necessary.
21. The method of calculating maximum amount of signage allowed on a building based on the linear square footage of parcel is removed; instead sign size maximums are included for each zoning district instead.
22. The requirement for the submission of a comprehensive sign plan for multi-tenant buildings has been removed. It is our experience that the maximum of three signs per building (with option for additional signs if there are more than three tenants in a building, available with an administrative permit) and the maximum size permitted for each sign is enough to keep signs on buildings coordinated. Generally, we experience a tenant submitting an application to replace or add one sign, and not a property owner coordinating signs on the property.

PART II - CODE OF ORDINANCES
APPENDIX E - ZONING
ARTICLE 24. SIGNS
ARTICLE 15. NONCONFORMING USES, STRUCTURES, LOTS AND SIGNS

ARTICLE 24. SIGNS

Sec. 24-1. Signs regulations.

The purpose of this Appendix E is to further substantial governmental interest in pedestrian safety, traffic safety, environmental protection and aesthetics.

Sec. 24-2. Permits required.

Except as herein provided it shall be unlawful for any person to erect, alter, or relocate within the city any sign as defined in this Appendix E without first obtaining a permit to do so from the zoning administrator and making payment of the permit fee.

- (1) Application for permits shall be made upon a form provided by the zoning administrator, and shall state or have attached thereto the following information and shall include the sign permit fee set by the city council from time to time.
- (2) Unless waived by the zoning administrator, two blueprints or ink drawings of the plans and specifications and method of construction and attachment to the building or in the ground shall be submitted with the application.
- (3) Unless waived by the zoning administrator, a copy of stress sheets and calculations showing how the structure is designed for dead load and wind pressure in any direction in the amount required by this and all other laws and ordinances of the city.

Sec. 24-3. General provisions applicable to all signs.

- (a) The design and construction standards as set forth in the Uniform Sign Code, as may be amended, are hereby adopted.
- (b) The installation of electrical signs shall be subject to the state's electrical code. Electrical service to such sign shall be underground.
- (c) Any sign, signal, marking or device which purports to be or is an imitation of or resembles any official traffic control device or railroad sign or signal, or emergency vehicle signs, or which attempts to direct the movement of traffic or which hides from view or interferes with the effectiveness of any official traffic-control device or any railroad sign or signal shall be prohibited.
- (d) Signs and sign structures shall be properly maintained and kept in a safe condition. Sign or sign structures which are rotted, unsafe, deteriorated, or defaced shall be reprinted, repaired, or replaced by the owner or agent of the building upon which the sign stands. The ground around any sign shall be kept free of weeds and litter in conformance with chapter 16 of the Code.
- (e) No sign shall be attached or be allowed to hang from any building until all necessary wall and roof attachments have been approved by the city building official.
- (f) No signs, guys, stays or attachments shall be erected, placed or maintained on rocks, fences or trees nor interfere with any electric light, power, telephone, or telegraph wires or the supports thereof.

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- (g) Illuminated signs shall be shielded to prevent lights from being directed at oncoming traffic. Nor shall such signs interfere with or obscure an official traffic sign or signal. This includes indoor signs which are visible from public streets.
 - (h) No sign shall be placed within any drainage or utility easement or within the public right-of-way except by the issuance of a license agreement in accordance with article 25 of this Appendix E.
 - (i) No sign or sign structure shall be erected or maintained that prevents free ingress or egress from any door, window or fire escape. No sign or sign structure shall be attached to a stand pipe or fire escape.
 - (j) A freestanding sign or sign structure constructed so that the faces are not back to back shall not have an angle separating the faces exceeding 20 degrees unless the total area of both sides added together does not exceed the maximum allowable sign area for that district.
 - (k) No sign or sign structure shall be placed on or protrude over the public right-of-way except wall (maximum protrusion 18 inches), canopy, awning, marquee, and nonilluminated sandwich board signs not to exceed eight square feet per side. All signs located over public right-of-way or over any public or private access route (sidewalk, etc.) shall be located a minimum of eight feet above surface grade.
 - (l) The top edge of a wall sign shall not extend above the mean level of the roof, except where there is a mansard roof, in which case the sign shall not exceed the height of the mansard.
 - (m) If a sign is not a part of the principal structure or attached thereof, the sign shall conform to the Appendix E setback requirements.
 - (n) The area of a sign or area within a sign frame shall be used to calculate the square footage of the sign area. Should letters or graphics be mounted directly on a wall or fascia or in such a way as to be without a frame, the dimensions for calculating the square footage shall be as in the definition of sign area, as found in article 2 of this Appendix E. Any symbols, flags, pictures, working figures or other forms of graphics printed on or attached to windows, walks, awnings, freestanding structures, suspended by balloons or kites or on persons, animals or vehicles shall be considered as a sign.
 - (o) The owner or agent of the building and property shall remove any sign that has become obsolete by reason of termination of the business or vacation of the premises.
 - (p) The owner, lessee, or manager of the property where a sign is located shall remove or correct a sign within 30 days of the receipt of written notice from the zoning administrator that the sign is in violation or prohibited by this Appendix E.
 - (q) All signage shall comply with the design standards and the requirements of the heritage preservation commission, where applicable, as found in chapter 20 of the Code.
 - (r) *comprehensive sign plans.*
 - (1) *Purpose.* Due to varying needs for signage for occupants of multi-tenant buildings; placement of different occupancies as they relate to street frontages; and challenges to the applicability of sign regulations and the fair distribution of permitted square footage for occupants, Comprehensive sign plans are required for occupants of multi-tenant buildings. The purpose of this section is intended to define how signage permitted under this code will be distributed among the different occupancies available in the development. The comprehensive sign plan shall create visual harmony between the signs and building and shall result in signs of appropriate scale and character to the uses and building on the lot.
 - (2) *Applicability.* A comprehensive sign plan shall be required for any multi-tenant building or development where different occupancies will compete for permitted square footage on a single lot.
 - (3) *Submission requirements.* An application for a comprehensive sign plan approval shall be submitted to the zoning administrator and shall include:

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- a. A site plan, dimensioned, showing the location of the building(s), structure(s), parking area(s), driveway(s), and landscaped areas of the lot upon which the proposed sign is to be attached or erected.
 - b. A table or tables containing:
 1. Computation of total allowable maximum sign area.
 2. Maximum area for individual signs.
 3. Height and number of ground signs.
 4. Lineal footage of front of building.
 5. Lineal footage of street frontage.
 - c. An accurate indication on the site plan of the location and orientation of each sign for which a permit is currently being requested, the anticipated location of future signs requiring a permit, and the location of all reasonably anticipated temporary signs.
 - d. A description and illustration may be required:
 1. Colors and materials to be used in sign construction.
 2. Location of each sign on building(s) with building elevations if necessary.
 3. All sign proportions.
 4. Types of illumination.
- (4) *Amendment.* A comprehensive sign plan may be amended by filing a new comprehensive sign plan, in conformance with the requirements of the sign ordinance in effect at the time and obtaining approval of the zoning administrator.
- (5) *Binding effect.* After approval of a comprehensive sign plan, no permanent sign shall be erected or placed by any owner or occupant of the building or property except in conformance with such plan and obtaining a sign permit.

(Ord. No. 598, § 2, 6- 3-2019)

Sec. 24-4. Prohibited signs.

The following signs are hereby prohibited:

- (1) Off-premises signs except for those allowed under sec. 24-6(4).

(Ord. No. 471, § 1, 9-6-2011)

- (2) Except for traffic control, all signs are prohibited within the public right-of-way or easements except that the zoning administrator may grant an administrative permit to locate signs, banners and decorations on or within the right-of-way, as allowed in subsections 24-3(h) and 24-3(k).
- (3) Revolving beacons, revolving signs, moving signs or parts thereof, zip flashers, flashing signs or similar devices, excepting time and temperature information, official signs or barber poles.
- (4) Content classified as "obscene" as defined by Minn. Stats. § 617.241.
- (5) Artificially lit roofs or walls or portions thereof, except for security or to highlight architectural building features in accordance with section 16-5.

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- (6) Illuminated signs which change in color or intensity of light, flash, scroll, or are animated other than electronic reader boards for time and temperature or official signs and non-electronic reader boards and barber poles as permitted under Commercial zoning allowances of this article. Electronic and non-electronic reader boards shall be maintained such that any loss of letters or illumination of letters shall necessitate discontinuance of sign use, until all letters and messages can be restored.
 - (7) Pylon signs.
 - (8) Changeable copy signs, electronic.
 - (9) Electronic graphic display signs.
 - (10) Multivision signs.
 - (11) Roof signs.
 - (12) Signs painted, attached or in any other manner affixed to trees or similar natural surfaces, or attached to utility poles, bridges, towers, or similar public structures.
 - (13) Video display signs.

(Ord. No. 657, § 1, 9-18-2023)

Sec. 24-5. Permitted signs requiring no permit.

The following signs shall be permitted without a permit:

- (1) Official signs.
- (2) All noncommercial speech signs of any size posted in any number from 46 days before the state primary in a state general election year until ten days following general election, and 13 weeks prior to any special election until ten days following the special election. Sign installation shall comply with the Fair Campaign Practices Act contained in Minn. Stats., chapter 211B.

(Ord. No. 459, § 1, 6-7-2010)

- (3) One sign shall be allowed per street frontage when a building or site is under construction provided that:
 - a. The sign shall not exceed 32 square feet in area and eight feet in height.
 - b. The sign shall not be illuminated.
 - c. Such sign shall be removed within one year of the date of issuance of a building permit or when the project is completed, whichever is sooner.
- (4) One sign shall be allowed per street frontage when a building is offered for sale or lease, provided that:
 - a. Within the residential districts, no sign shall exceed 12 square feet in area and four feet in height from existing grade for freestanding signs for single-family, two-family, townhouse, and quadraminium units; or 32 square feet in area or eight feet in height for multi-family or institutional uses.
 - b. Within all other zoning districts and in those cases where a parcel of land exceeds ten acres, regardless of its zoning, no sign shall exceed 32 square feet in area or eight feet in height from existing grade for freestanding signs.
 - c. All signage indicating that a property is for sale or lease shall be removed within seven days of sale or lease of the property.

(Ord. No. 598, § 1, 6- 3-2019)

- (5) Temporary signs printed or attached on the interior of a total window in areas zoned commercial, provided that they shall not exceed 25 percent of the total area of the window in which they are displayed.
- (6) Flags or insignia of any government or governmental agency.
- (7) One temporary sign per property in residential districts that does not exceed five square feet in size.
- (8) Existing historic signs as allowed by the Heritage Preservation Commission.
- (9) Three signs, not exceeding four square feet each.
- (10) Portable signs are permitted to occupy the public or private sidewalk within all commercial zoning districts subject to the following conditions:
 - a. The portable sign is located within five feet of the entryway to the subject business.
 - b. Display of such signs is permitted only during the business hours of the subject business.
 - c. Such signs shall not impede pedestrian traffic or access to other public improvements.
 - d. Such signs shall not be less than three feet no exceed five feet in height, and no less than three square feet or greater than six square feet in area.

(Ord. No. 471, § 2, 9-6-2011; Ord. No. 541, § 3, 7-18-2016; Ord. No. 657, § 1, 9-18-2023)

Sec. 24-6. Temporary signs requiring an administrative permit.

The following signs shall require an administrative permit in compliance with article 8 of this Appendix E.

- (1) Banners, flags, posters, pennants, ribbons, displays, streamers or spinners or inflatable devices used as a sign on private property or in the public right-of-way as specified in section 24-4 of this Appendix E, and as defined in article 2 of this Appendix E.
- (2) The use of searchlights as permitted in section 16-5 of this Appendix E.
- (3) Temporary signs, on-premises. The use of banners, pennants, displays and similar temporary and portable signs in areas zoned commercial shall be limited to a period not to exceed 30 days annually. The total time period for the use of temporary and portable signs for any property shall not exceed 60 days annually. There shall be no more than three such signs on any parcel and the total signage shall not exceed 30 square feet. Temporary on-premises signs shall not be placed in the public right of way.
- (4) Temporary signs, off-premises. Off-premises temporary signs shall be limited to non commercial Excelsior entities, displayed no more than ten business days, and located on private, city property or in the public right of way.

(Ord. No. 471, § 3, 9-6-2011)

Sec. 24-7. Nonconforming signs.

Nonconforming signs shall be regulated as provided in article 15 of this Appendix E.

Sec. 24-8. Signs permitted in R districts.

- (a) One sign for each dwelling and such sign shall not exceed two square feet in area per surface. Lots abutting more than one right-of-way shall be allowed one sign not to exceed two square feet in area per frontage.
- (b) Any multiple dwelling structure with four or more units shall be allowed one monument sign, not to exceed six feet in height or one wall sign, the aggregate square footage of sign space shall not exceed 32 square feet.
- (c) Other nonresidential uses permitted or conditionally permitted in the R districts shall be allowed one monument sign, not to exceed eight feet in height and one wall sign, the aggregate square footage of sign space shall not exceed 32 square feet.
- (d) One sign not to exceed two square feet in area shall be allowed for home occupations as provided for in article 31 of this Appendix E.
- (e) Exceptions in numbers of signs, height, or size of signs may be allowed for the signs indicated in section 24-8 by conditional use permit, as provided for in article 4 of this Appendix E, provided good cause for such variation is established by the applicant.

Sec. 24-9. Signs permitted in the DC district.

Within the DC district, signs are permitted subject to the following:

- (1) Businesses shall not display more than three permanent signs, whether such signs be projecting, wall, freestanding, window, or awning, including signs for rear entrances. Window lettering signs of less than six square feet shall be excluded from this regulation. More than three signs shall be allowed for multi-tenant buildings, provided that the aggregate square footage of sign space as outlined above is complied with and an administrative permit is approved by the zoning administrator in accordance with article 8 of this Appendix E.
- (2) The aggregate square footage of sign space per lot shall not exceed the sum of two square feet for each front foot of building plus one square foot for each front foot of building which fronts on a public right-of-way or public trail. The least width of a lot for purposes of this Appendix E shall be the front. In the case where the back of a building abuts on East or West Drive, that side also shall be considered as the front for computing sign space. For buildings with multiple public rights-of-way and/or public trail frontages, no more than 60 percent of the allowable sign area for the entire building shall be allowed on one building side.
- (3) No individual sign shall exceed 27 square feet in area, nor shall two or more signs be so arranged and integrated as to create a sign area of over 40 square feet.
- (4) Projecting signs shall not exceed eight square feet of sign space, extend more than five feet into the public right-of-way, nor be lower than seven feet above the public sidewalk.
- (5) Awning or canopy signs shall not exceed seven square feet in size or eight inches in height and shall be located in the lowest section of the awning/canopy and parallel to the building.
- (6) Freestanding signs that meet the Preservation Design Manual standards and are no more than four and one-half feet in height.

(Ord. No. 541, § 3, 7-18-2016; Ord. No. 625, § 8, 3-7-2022; Ord. No. 636, § 2, 6-6-2022)

Ord. No. 625, § 8, adopted March 7, 2022, amended the title of section 24-9 to read as herein set out. The former section 24-9 title pertained to signs permitted in the B-1 district.

Sec. 24-10. Signs permitted in the CC, MU, and GC districts.

Within the CC, MU, and GC districts, signs are permitted subject to the following:

- (1) Businesses shall not display more than three permanent signs, whether such signs be projecting, wall, freestanding, window, or awning, including signs for rear entrances. Window lettering signs of less than six feet shall be excluded from this regulation. More than three signs shall be allowed for multi-tenant buildings, provided that the aggregate square footage of sign space as outlined above is complied with and an administrative permit is approved by the zoning administrator in accordance with article 8 of this Appendix E.
- (2) The aggregate square footage of sign space per lot shall not exceed the sum of two square feet per front foot of building, plus one square foot for each front foot of lot not occupied by such building which fronts on a public right-of-way 50 feet or more in width, or which fronts on a public trail. The least width of a lot for purposes of this Appendix E shall be the front. For buildings with multiple public right-of-way or public trail frontages, no more than 60 percent of the allowable sign area of the entire building shall be allowed on one building side.
- (3) No individual sign surface shall exceed 27 square feet in area (75 square feet in area in the GC district), nor shall two or more signs be so arranged and integrated as to create a sign area of over 40 square feet (100 square feet in area in the GC district).
- (4) Projecting signs shall not exceed eight square feet of sign space, extend more than five feet into the public right-of-way, nor be lower than seven feet above the public sidewalk.
- (5) Awning or canopy signs shall not exceed seven square feet in size or eight inches in height and shall be located in the lowest section of the awning/canopy and parallel to the building.
- (6) Freestanding signs that meet the Preservation Design Manual standards and are no more than four and one-half feet in height for properties located within the Excelsior Downtown Historic District. Monument signs no more than four and one-half feet in height (eight feet in the GC district) shall be permitted outside the Excelsior Downtown Historic District only as conditional uses in conformance with article 4 and article 24 of this Appendix E.
- (7) Motor fuel facilities. Signs for motor fuel facilities shall be regulated by the sign provisions for the zoning district in which the facility is located, except that within a sign, an area not to exceed ten square feet shall be allowed for non-electronic changeable copy identifying current fuel prices in accordance with Minn. Stats. § 239.751.

(Ord. No. 541, § 3, 7-18-2016; Ord. No. 625, § 8, 3-7-2022)

Ord. No. 625, § 8, adopted March 7, 2022, amended the title of section 24-10 to read as herein set out. The former section 24-10 title pertained to signs permitted in the B-2, B-3, B-4, B-5, and B-6 districts.

Sec. 24-11. General provisions regulating use of artificial light sources for illuminated signs.

- (a) No internal or back lighting of signs shall be allowed. All artificially illuminated signs shall only use that amount of artificial light as is needed to light the sign. All signage shall utilize illuminating devices mounted on top and facing downward of the display structure or lighting directed up toward the sign. Specifically, wattage and lumen output of all light sources shall be kept to the minimum necessary to accomplish this purpose. All lighting shall be of a warm color and glare or reflected light which is a by-product of all light shall be kept to a minimum. Artificial light sources shall not be placed at any height taller than is essential to accomplish the intended purpose.

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- (b) Flashing signs shall be prohibited in all zoning districts..
 - (c) All signage shall comply with the outdoor lighting standards found in section 16-5 of this Appendix E.
 - (d) Artificial light fixtures shall be of a design such that the light sources, i.e., the light bulb is fully enclosed by opaque material and does not project beyond them, and such that light may be transmitted in only one direction except that incandescent light bulbs with a wattage of 50 watts or less or neon tubes need not be fully enclosed. Any diffusers must be flush mounted to the opaque fixture such that no part of the light source, the diffuser itself, or the like, projects beyond the opaque portion of the fixture.
 - (e) All artificial light sources shall be contained in fully opaque fixtures which control the light such that the light is directed either straight down or straight up, or is located so close to the sign that there is no broadcast or glare of light beyond the sign. It is intended that the visibility of the light source itself, i.e., the light bulb, be minimal.
 - (f) All artificial illumination of signs shall be turned off at the close of business or at 11:00 p.m., whichever occurs later.

(Ord. No. 504, § 2, 10-7-2013; Ord. No. 541, § 3, 7-18-2016)

Sec. 24-12. Variance.

The city council may approve a variance, in conformance with article 6 of this Appendix E.

(Ord. No. 429, 7-21-2008)

ARTICLE 15 NONCONFORMING USES, STRUCTURES, LOTS AND SIGNS

Sec. 15-6. Nonconforming signs.

Any sign that existed lawfully on the effective date of the sign regulations of this article that remains or becomes nonconforming by reason of adoption of these sign regulations or because of subsequent amendments to these sign regulations are considered nonconforming signs and their continuance is allowed in accordance with the following regulations:

- (a) Ordinary repairs and maintenance, including the removing and replacing of the outer panels is permitted, provided that the panels are replaced with identical panels and that no structural alterations or other work that extends the normal life of the nonconforming sign is permitted.
- (b) Single panels on nonconforming multi-panel signs for multi-tenant buildings may be changed to reflect tenant changes.
- (c) Besides (a) and (b) of this section, nonconforming signs may not be changed unless they are brought into conforming with the sign ordinance.
- (d) No repair or alteration that increases the size of the nonconforming sign is permitted.
- (e) No nonconforming sign may be moved in whole or in part to any other location on the same or any other premises unless every portion of such sign is made to conform to all of the regulations of these sign regulations.
- (f) If a nonconforming sign is abandoned or the described business discontinued for a continuous period of 30 days or more, it must be discontinued and any subsequent sign must conform to all of the sign regulations of this article.

(Ord. No. 554, § 1, 1-17-2017)

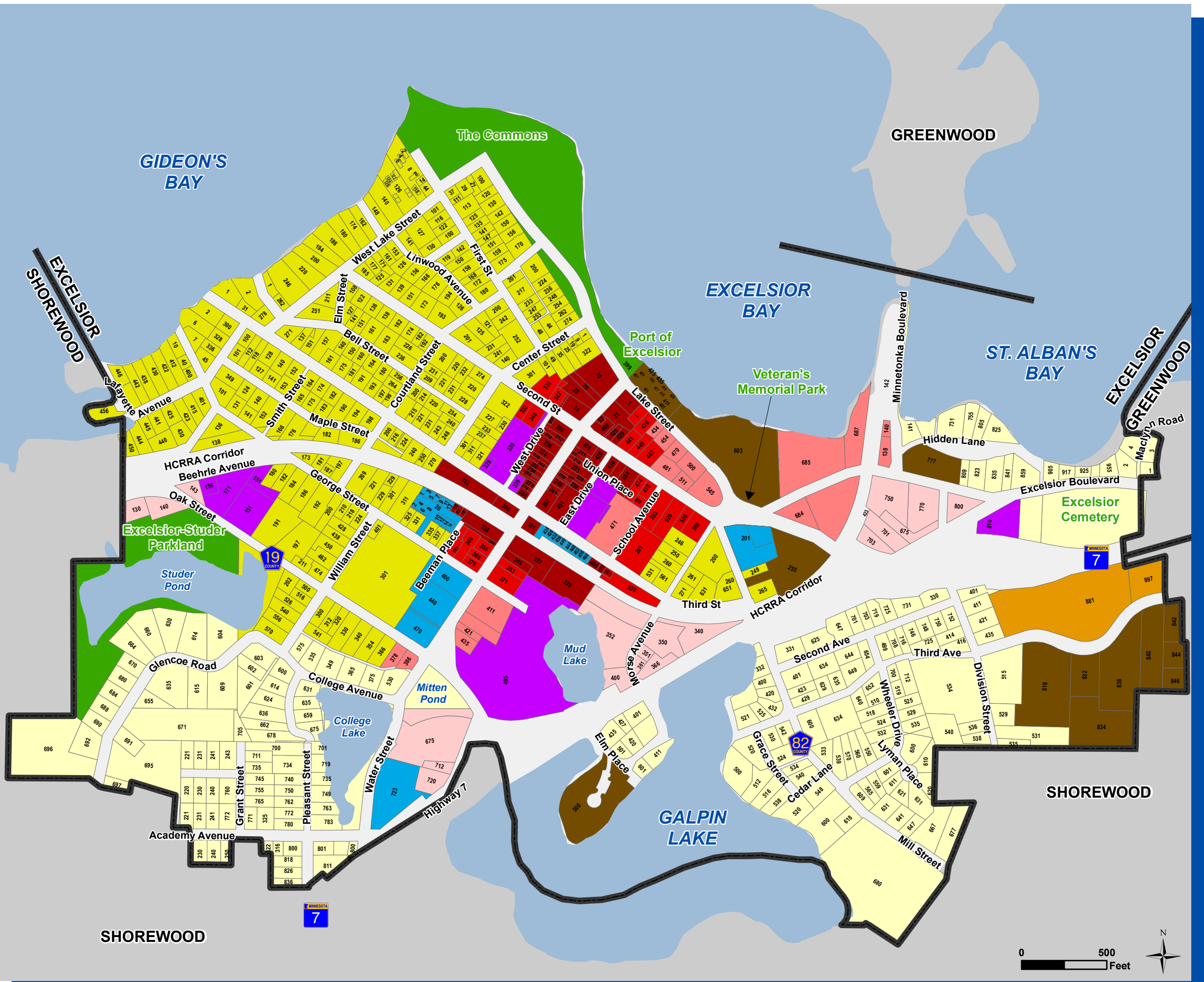
(Supp. No. 25)

Created: 2026-02-05 10:13:58 [EST]

City of Excelsior

Zoning Map

March 2022



Legend

Zoning Districts

- R-1, Single Family Residential
- R-2, Single and Two Family
- R-3, Medium Density Residential
- R-4, High Density Residential
- DC, Downtown Commercial
- CC, Cottage Commercial
- MU, Mixed Use Commercial
- GC, General Commercial
- P, Public Park
- PI, Public Institutional
- PUD, Planned Unit Development

Excelsior Boundary

Adopted by Excelsior City Council, March 7, 2022



0 500 Feet





Item: 10.a.

ITEM REPORT

To: City Council

From: Cari Lindberg, Assistant City Manager

Meeting Date: June 1, 2026

Department/Office: Administration

Item Name: Fanfare for The Commons Request for Parking at 106 Center Street - 8:00 PM

Summary:

Fanfare for The Commons (Fanfare) will be held in the Excelsior Commons on Tuesday, July 7th, 2026. "An Evening with the Minnesota Orchestra" will feature five pop-up groups of young musicians from area high schools as well as the Minnesota Orchestra performing from 8:00-9:00 PM. Fanfare anticipates an audience of 4,000-4,500 people. In 2025, the event attracted some 3,500 people to the area.

Linda Murrell, the Chair of the Fanfare for the Commons Board, is requesting the use of the lot at 106 Center Street for the event. They would like to offer complimentary parking to the young musicians and older less mobile guests by utilizing the parking lot at 106 Center Street. Last year, they provided golf cart shuttles to and from the lot for elderly guests, some of whom were in their eighties. The gesture by Fanfare was greatly appreciated.

Fanfare is paying for the use of eight parking spots along Lake Street and is working with the City to place the Orchestra's temperature-controlled semi-truck along the tennis courts, instead of on Lake Street. The noise from this truck was a source of complaints from residents last year.

The lot at 106 Center Street is currently resident parking only. However, the City Council also allowed the parking lot to be used for construction vehicles and for the Rotary to use for their volunteers.

Linda Murrell will be present to discuss her request with the City Council.

Recommended Action:

Discuss the request from Fanfare for the Commons for the use of the parking lot at 106 Center on July 7th.

Budget:

Attachments:

None



ITEM REPORT

To: City Council

From: Morgan Dawley, City Engineer

Meeting Date: June 1, 2026

Department/Office: Public Works

Item Name: Request for Variance from Standard Working Hours by Hennepin County Mill Street Trail Contractor - 8:30 PM

Summary:

Hennepin County has awarded their construction contract for their Mill Street (County State Aid Highway 82) Trail project, which is scheduled to begin construction in early June. The contractor, S.M. Hentges & Sons, has contacted City staff with a request for extended working hours for construction within the City of Excelsior for the trail construction project.

Standard working hours in Excelsior for construction, as previously approved by City Council, is 7:30 a.m. to 7:00 p.m. Monday through Friday, 9:00 a.m. to 5:00 p.m. on Saturday, and no work on Sunday or holidays without prior authorization.

S.M. Hentges & Sons' Project Manager Ryan Possley requested, in writing, to work in Excelsior Monday through Friday 7:00 a.m. to 7:00 p.m., and Saturday 8:00 a.m. to 5:00 p.m.

In summary, this is a request to start work 30 minutes prior to Excelsior's standard starting time during the regular work week, and 1 hour prior to Excelsior's standard starting time on Saturdays. An excerpt from Mr. Possley's email correspondence to City Engineer Dawley explaining their reasoning behind the request and the benefit to Excelsior and the project follows:

As Hennepin County and SMH discussed during the meeting, the requested working hours are critical to keeping the project on schedule and minimizing disruption within the City of Excelsior.

Allowing these extended hours will help maximize production before the City's 4th of July celebration, as well as the other important dates identified in Addendum 2. [these dates referenced here as being identified in "Addendum 2" by the contractor are all Excelsior special events scheduled for the year, supplied to Hennepin County for their construction specifications on the project – MD] This will benefit the City by reducing the duration of construction impacts, improving access for residents, businesses, and visitors, and limiting disruptions to the traveling public

during key community events.

SMH remains committed to completing the work safely and efficiently while being mindful of the City's schedule and community needs. We appreciate your consideration of this request and believe the extended hours will provide a positive benefit to both the City of Excelsior and the project as a whole.

-- and in a separate email when asked to quantify the schedule benefit --

The working hours modification by the City of Excelsior would save the project 1 week minimum. With the current start time, it will be nearly impossible to order truck for trucking needs which will turn most Saturdays in this portion of the project into a nonworking day which will push the open date of the schedule.

The Hennepin County project to construct the Mill Street trail through portions of Excelsior and Shorewood is anticipated to last in duration the majority of the 2026 construction season.

Excelsior has no obligation to alter standard construction hours, however when requests come from contractors, it is a City Council consideration and decision whether to approve or deny the request. Based on past discussions and considerations for similar requests, Staff recommends Council consider impacts to the public, precedence for other future requests by contractors, and the stated benefits to the project and schedule as represented by Hennepin County's contractor for the project outlined in this memo.

Staff will present this item and be available for questions, and an invitation to attend the meeting will be offered to the representatives of S.M. Hentges that have been engaged with staff.

Recommended Action:

Consider and approve or deny by motion and second, S.M. Hentges & Sons' request for modified working hours on the Hennepin County Mill Street Trail project to allow a start time of 7:00 a.m. Monday through Friday, and a start time of 8:00 a.m. on Saturdays, with no change to ending times and no work on Sundays and holidays to remain the same as Excelsior standard construction working hours.

Budget:

Attachments:

None

ITEM REPORT

To: City Council

From: Cari Lindberg, Assistant City Manager

Meeting Date: June 1, 2026

Department/Office: Administration

Item Name: Discussion of New City Hall Layout - 8:45 PM

Summary:

Staff has been working with AWH Architects on the layout of City Hall at 261 School Avenue. The latest version is attached for City Council review. The latest version has the following updates:

- The front desk includes a service counter that will allow staff to help walk ins at a counter, while allowing the front desk person to remain at their work station.
- The emergency exit to the Council Chambers will now exit into the storage room in order to maximize the space.
- The Council Chambers dais is now one long continuous desk.
- In lieu of television screens in the Council Chambers, there will be a large drop down screen in front of the AV room that will be visible to all in the Council Chambers.

Questions for Council Consideration:

1. Does the Council have any concerns with the current layout of the third floor?
2. There is historic brick under the plaster on the perimeter walls of the third floor. Does the Council want the brick exposed in as many places as possible to preserve that historic design? If the cost is prohibitive, should staff prioritize the exposure of historic brick only in the public spaces? The attached photo shows what the exposed brick could look like in the space.
3. AWH has identified space on the third floor to showcase Excelsior relics, historic artifacts, etc. Those spaces are identified in yellow on the layout. What historic pieces should be showcased in the new space?
4. There is a local company that uses reclaimed wood to make tables. Does the City Council like the look of the attached pieces? Should the City seek out quotes for a conference room table using a local craftsman?

Recommended Action:

Review the attached layout and provide staff direction on the questions for Council consideration.

Budget:**Attachments:**

1. A1.3-THIRD LEVEL PLAN
2. A1.3-THIRD LEVEL PLAN-artifact locations
3. Wood table samples
4. Brick interior
5. Brick interior2



Firm
Contact
Add 1
Add 2
Email
Phone

STRUCTURAL ENGINEER

Firm
Contact
Add 1
Add 2
Email
Phone

CIVIL/LA ENGINEER

PROJECT:

Excelsior City Hall
261 School Ave, Excelsior MN
Construction Documents

KEY PLAN:

NOT FOR
CONSRUCTION

Project #: 2025033

Date: 5/18/2026

No.	Purpose of Revision	Date
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THIRD LEVEL PLAN

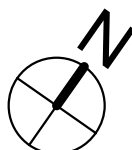
SHEET TITLE

Construction Documents

PHASE

A1 3

SHEET NO.



1 THIRD LEVEL FLOOR PLAN
A1.3 1/4" = 1'-0"

AWH

612-558-5383
ARCHITECT

STRUCTURAL ENGINEER

CIVIL/LA ENGINEER

Excelsior City Hall
 261 School Ave, Excelsior MN
 Construction Documents

NOT FOR
CONSTRUCTION

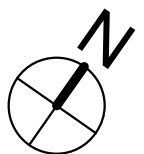
Date: 5/18/2026

THIRD LEVEL PLAN

Construction Documents

PHASE _____

A1.3

SHEET NO. 

1 THIRD
A1.3 1/4" = 1'-0"





