City Council
Regular Meeting

Monday, August 3, 2026, 6:30 PM
106 Center Street

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

Join Zoom Meeting
https://us02web.zoom.us/j/88526566715
Meeting ID: 885 2656 6715
One tap mobile
+13052241968,,88526566715# US
+13092053325,,88526566715# US
Dial by your location
• +1 305 224 1968 US

AGENDA

1. Call to Order

2. Roll Call

3. Meeting Agenda Approval

4. Approval of Minutes

    a) July 20, 2026 Work Session Minutes

    b) July 20, 2026 City 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) Election Update

    c) Construction Updates

    d) South Lake Minnetonka Police Department Update

e) Excelsior Fire District Update

f) Summary of Closed Session on July 20, 2026

7. Meet Excelsior

8. Consent Agenda

   a) Review Verified Claims under $20,000 and Approve Verified Claims over $20,000

   b) June Financials

   c) Ordinance No. 700 - Amendment to Chapter 34 Sewer Service

   d) Approve City Manager Employment Agreement

   e) Haskell's Liquor License Refund Request

   f) 2026 Sanitary Sewer Lining Project - Accept Bids Received and Award Contract

   g) Parks and Recreation Commission Appointment

9. Public Hearings

   a) Ordinance No. 698 Amendment to Swimming Pool Standards - 7:00 PM

   b) Ordinance No. 697 Amending City Ordinance, Appendix E, Chapter 15, Section 15-4 Nonconforming Structures to Clarify Definitions of "Expansion" - 7:15 PM

   c) Ordinance No. 699 Amendment to Porch and Pergola Definitions - 7:35 PM

10. Petitions, Requests, and Communications

   a) Resolution 2026-40 Issuing 2026C General Obligation (GO) Bonds - 8:00 PM

11. Ordinances and Resolutions

12. Reports of Officers, Boards, and Committees

   a) 2027 Excelsior Fire District Budget and Capital Improvement Plan (CIP) - 8:15 PM

   b) Presentation from Interim Fire Chief Basinger Regarding the Haskell's Fire - 8:30 PM

13. Unfinished Business

14. New Business

   a) Scheduling City Ice Cream Social and City Council Training

15. Adjournment

City of Excelsior
City Council Work Session

Minutes

Monday, July 20, 2026

106 Center Street – Entrance located off 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 5:32 PM.
   Present: Mayor Ringate and Councilmembers Caron, O'Hanlon, Bildsoe, and Vogel
   Also Present: City Manager Luger.

2. APPROVAL OF AGENDA
   Bildsoe moved to approve the work session agenda. O'Hanlon seconded. Motion carried 5/0.

3. NEW BUSINESS

   (a) Closed meeting pursuant to Minnesota Statues Section 13.05 Subd. 3(a) to evaluate the performance of the City Manager

   O'Hanlon voted to close the meeting. Caron seconded. Motion carried 5/0.
   O'Hanlon voted to end the closed session. Caron seconded. Motion carried 5/0.

4. ADJOURNMENT
   Caron moved to adjourn. Vogel 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, July 20, 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 6:45 P.M.
   Present: Mayor Ringate and Councilmembers Caron, O'Hanlon, Bildsoe, and Vogel.
   Also Present: City Manager Luger, Assistant City Manager Lindberg, City Clerk Vokovan, City Engineer Dawley, and City Attorney Tolar.

2. APPROVAL OF AGENDA
   Bildsoe moved to approve the agenda. Vogel seconded. Motion carried 5/0.

3. APPROVAL OF MINUTES
   (a) June 15, 2026 Work Session Minutes
   (b) June 15, 2026 City Council Minutes

   Bildsoe moved approval of both sets of minutes. O'Hanlon 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 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 future Agenda. Members of the public interested in speaking on an agenda item may direct a request to be recognized to the Mayor.

   Teena Bolin, 723 Water Street expressed concerns about traffic and signage near The Waters.

5. CITY COUNCIL COMMUNICATIONS, QUESTIONS AND REPORTS
   (a) Council Work Group Updates
       O'Hanlon provided an update on the Mini Master Plan.
   (b) Elections Update
       Clerk Vokovan provided an elections update.
   (c) Public Works Construction Updates
       City Engineer Dawley provided a construction update.
   (d) South Lake Minnetonka Police Department update

6. MEET EXCELSIOR

None.

7. CONSENT AGENDA
   (a) Review Verified Claims under $20,000 and Approve Verified Claims over $20,000
   (b) Resolution 2026-38 Calling for Public Hearing on Assessment for 2022-2023 Street and Utility Improvements Project (MCES L20)
   (c) Second Reading and Approval of Ordinance No. 696 Amending City Ordinance, Appendix E, Section 24 Signs
   (d) Resolution 2026-37 Appointing Election Judges and Absentee Ballot Board for the 2026 State Primary and General Election
   (e) 2026 Goal Report – Second Quarter
   (f) May Financials
   (g) Second Quarter Gambling Report
   (h) FOG Ordinance (Rescheduled)
   (i) Division Street Watermain Lining Project – Approve Pay Voucher No. 1
   (j) Third and Center Street SUIP – Approve Pay Voucher No. 1
   (k) PNR Bench Donation – John "Punk" Seamans
   (l) PNR Bench Donation – Michael McNulty

O'Hanlon pulled item (d) Resolution 2026-37 relating to election judges.
Bildsoe commented on items (k) and (l) relating to the Park Bench Donations.
Bildsoe moved approval of the Consent Agenda. O'Hanlon seconded. Motion carried 5/0.

8. Public Hearings

(a) Appeal of HPC Decision to Deny Site Alteration Permit for Partial Demolition of the Tonka Theatre Building, 26 Water Street.
Community Development Director Mullin addressed the Council on the project. The applicant Matt Mitthun and representatives addressed the Council.
Mayor Ringate opened the public hearing.

<u>Tom Ferris</u>, owner of Lagos Tacos spoke in favor of the project.
<u>Mike Slater</u>, Co-owner of Lagos Tacos spoke in favor of the project.
<u>Bruce Kelly</u>, 165 Maple Street, spoke in favor of the project.
<u>Bruce Noll,</u> 214 1st street, spoke in favor of the project.
<u>Ryan Sather</u>, manager of Excelsior Shores, spoke in favor of the project.
<u>Cindy Graham</u>, 603 Lake Street, spoke in favor of the project.
<u>Chad Babcock</u>, 44 Center Street, spoke in favor of the project.
<u>Sharon Dahlstrom</u>, 233 Center, spoke in favor of the project.

Mayor Ringate closed the public hearing.

Bildsoe made a motion to approve Resolution 2026-39 "A Resolution Reversing the Heritage Preservation Commission's Decision to Deny a Site Alteration Permit for the

Partial Demolition and Rear Wall Design of the Tonka Theater at 26 Water Street." Vogel seconded.

The City Council discussed the motion and the potential findings of fact. Bildsoe moved to table the motion to approve Resolution 2026-39 until the August 17th City Council meeting and to have staff revise the Resolution 2026-39 with the findings of fact discussed. Vogel seconded. Motion carried 5/0.

(b) Ordinance No. 697 Amending City Ordinance, Appendix E, Chapter 15, Section 15-4 Non-Conforming Structures to Clarify Definitions of "Expansion."

Bildsoe moved to continue Ordinance No. 697 to the August 3rd City Council meeting. O'Hanlon seconded the motion. Motion carried 5/0.

9. PETITIONS REQUESTS AND COMMUNICATIONS
None.

10. ORDINANCES AND RESOLUTIONS
None.

11. REPORTS OF OFFICERS, BOARDS AND COMMITTEES
None.

12. UNFINISHED BUSINESS
None.

13. NEW BUSINESS
None.

14. ADJOURNMENT
Bildsoe moved to adjourn. O'Hanlon seconded. Motion carried 5/0. The City Council adjourned at 9:30 P.M.

Respectfully submitted,

Hilary Vokovan
City Clerk

Item: 6.b.

ITEM REPORT

To: City Council
From: Hilary Vokovan, City Clerk
Meeting Date: August 3, 2026
Department/Office: Administration
Item Name: Election Update

Summary:
Candidate Filing Closed July 28, 2026 at 5 PM

Early Voting Period Open through August 10, 2026 until 5 PM
Early Voting Open Saturday August 8 from 9 AM - 3 PM
Office Hours
Monday - Thursday (Closed Friday)
7:30 AM - 5:30 PM
City Hall: 261 School Ave, Third Floor, Excelsior, MN 55331

State Primary Election
August 11, 2026
7 AM - 8 PM
Mount Calvary Lutheran Church: 301 County Road 19, Excelsior, MN 55331

Recommended Action:
No Action. Information Only.

Budget:

Attachments:
None

CHECK REGISTER FOR CITY OF EXCELSIOR

CHECK DATE 07/15/2026 - 07/29/2026

Check Date	Check	Amount
Bank GEN WELLS FARGO		
07/23/2026	93877	29,050.00
07/23/2026	93887	341,829.50
07/23/2026	93900	44,995.00
GEN TOTALS:		
Total of 3 Checks:		415,874.50
Less 0 Void Checks:		0.00
Total of 3 Disbursements:		415,874.50

Check Date	Check	Amount
Bank GEN WELLS FARGO		
07/18/2026	3594(E)	9,686.11
07/22/2026	3590(E)	16,810.23
07/22/2026	3591(E)	900.00
07/22/2026	3592(E)	8,703.90
07/22/2026	3593(E)	3,032.38
07/23/2026	93878	1,589.00
07/23/2026	93879	256.65
07/23/2026	93880	1,090.48
07/23/2026	93881	39.14
07/23/2026	93882	4,029.58
07/23/2026	93883	123.75
07/23/2026	93884	303.53
07/23/2026	93885	121.12
07/23/2026	93886	354.33
07/23/2026	93888	14,216.64
07/23/2026	93889	10.00
07/23/2026	93890	557.00
07/23/2026	93891	150.00
07/23/2026	93892	300.00
07/23/2026	93893	100.00
07/23/2026	93894	3,311.00
07/23/2026	93895	75.00
07/23/2026	93896	125.70
07/23/2026	93897	383.82
07/23/2026	93898	1,504.65
07/23/2026	93899	138.00
07/23/2026	93901	7,077.90
07/23/2026	93902	319.13
07/23/2026	93903	12,087.85
07/23/2026	93904	13.50
07/23/2026	93905	4,190.00
07/23/2026	93906	2,923.00
07/23/2026	93907	19,260.00
07/23/2026	93908	235.82
07/23/2026	93909	2,900.03
07/23/2026	93910	4,650.00
07/23/2026	93911	13.20
07/23/2026	93912	1,080.00

07/23/2026	93913	15.10
07/23/2026	93914	1,444.00
07/23/2026	93915	207.00
07/23/2026	93916	582.86
07/23/2026	93917	6,089.59
07/23/2026	93918	2,583.65
GEN TOTALS:		
Total of 44 Checks:		133,584.64
Less 0 Void Checks:		0.00
Total of 44 Disbursements:		133,584.64

MEMORANDUM

THE CITY OF EXCELSIOR MINNESOTA

Re: Item 8(b

Date: Aug 3, 2026

To: City Council

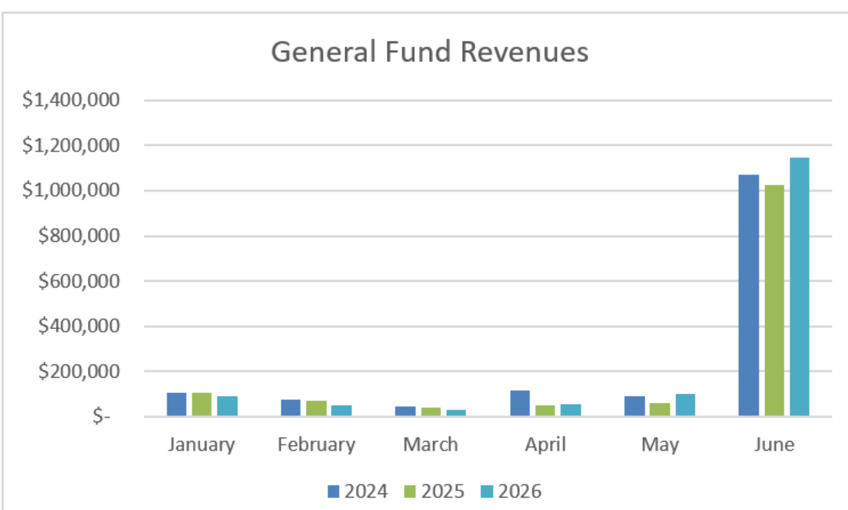
From: Jenny Palmer-Finance Director

General Fund Revenues

The June target budget is 50%. The deposit property tax settlement came in which put the General Fund revenues close to target. Final settlement will be in July. Transfers from the Dock Fund and Park Capital Fund will bring the fund close to target in July.

GENERAL FUND	BUDGET	JUNE REVENUE	YTD REVENUE	VARIANCE	PERCENT RECEIVED
Taxes and Franchise Fees	2,087,125	1,100,000	1,136,862	950,263	54.47%
Business Licenses	120,925	550	5,325	115,600	4.40%
Non-Business Licenses/Permits	271,050	22,775	184,385	86,665	68.03%
Intergovernmental Revenue	57,000	4,840	12,063	44,937	21.16%
Charges for Services	73,900	9,519	37,924	35,976	51.32%
Fines	15,000	6,625	10,907	4,093	72.71%
Water Tower and Kayak Rental	46,500	517	49,786	(3,286)	107.07%
Park Vendor, Garden and Cemetery Plots	42,000	-	9,860	32,140	23.48%
Transfers from Other Funds	625,000			625,000	0.00%
Other Revenue	144,500	2,394	21,863	122,637	15.13%
GENERAL FUND TOTAL	3,483,000	1,147,219	1,468,976	2,014,024	42.18%

	June YTD Revenues	Annual Revenues	% of Annual Revenues
2024	$ 1,495,560	$ 3,097,442	48.28%
2025	$ 1,342,041	$ 3,486,562	38.49%
2026	$ 1,468,976	$ 3,483,000	42.18%

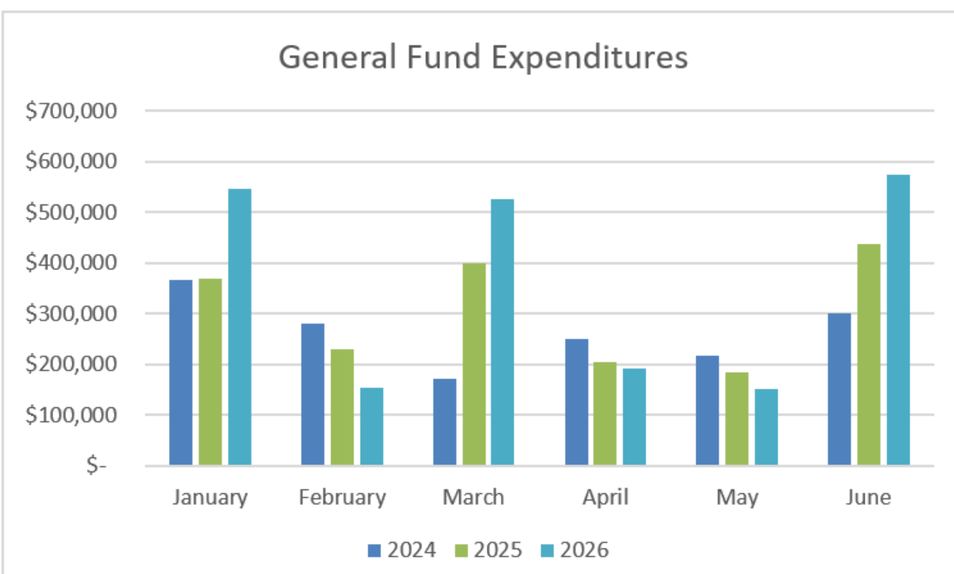


General Fund Expenses

General Fund Expenses are over budget by 11.57%. This is mainly due to third Quarter Police and Fire payments made in June. Recreations Programs is over budget due to some expenses for movies in the park.

GENERAL FUND	BUDGET	JUNE EXPENSE	YTD EXPENSE	VARIANCE	PERCENT EXPENDED
Council	19,469	3,682	8,227	11,242	42.26%
City Manager/Clerk	245,652	18,226	131,655	113,997	53.59%
Elections	7,624	-	867	6,757	11.37%
Finance	84,549	6,263	42,948	41,601	50.80%
Planning & Zoning	275,411	19,880	135,267	140,144	49.11%
City Administration	336,653	39,095	190,048	146,605	56.45%
Heritage Preservation	25,500	175	10,215	15,285	40.06%
Police	1,064,764	264,494	798,321	266,443	74.98%
Fire	361,208	89,802	269,406	91,802	74.58%
Building Inspections	75,000	5,705	22,279	52,721	29.71%
Engineering	50,000	-	7,374	42,627	14.75%
Streets	308,302	38,985	179,991	128,311	58.38%
Park Maintenance	528,368	64,231	280,822	247,546	53.15%
Recreation Program	500	465	923	(423)	184.50%
Trees and Plantings	100,000	21,951	66,054	33,946	66.05%
GENERAL FUND TOTAL	3,483,000	572,954	2,144,396	1,338,604	61.57%

	June YTD Expenses	Annual Expenses	% of Annual Expenses
2024	$ 1,588,220	$ 3,097,442	51.28%
2025	$ 1,824,087	$ 3,346,062	54.51%
2026	$ 2,144,396	$ 3,483,000	61.57%

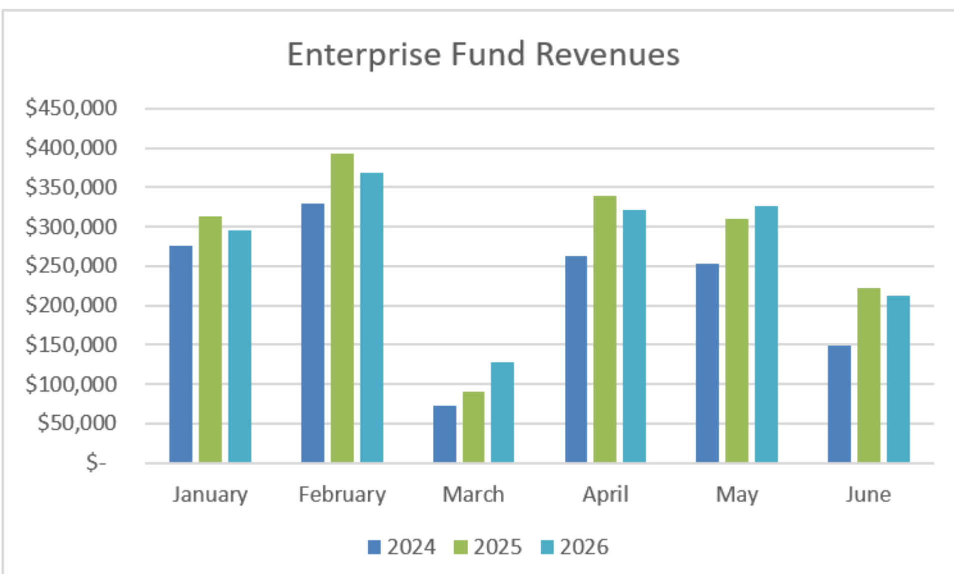


Enterprise Funds Revenue

The Enterprise Fund revenues are slightly below budget by 1.43%. The months included in the revenues for Water and Sewer are October 25-March 26 which are the lower usage months. The months of April-October are the high water usage months so these rates will stabilize over the summer season. Charter boat revenues are coming in now which brings the Dock Fund close to budget for the year.

	BUDGET	JUNE REVENUE	YTD REVENUE	VARIANCE	PERCENT RECEIVED
Water Fund	1,379,370	3,263	538,822	840,548	39.06%
Sewer Fund	1,030,096	1,132	401,575	628,521	38.98%
Street Lighting Fund	76,000	122	36,953	39,047	48.62%
Docks Fund	537,007	203,361	495,156	41,851	92.21%
Surface Water Mgmt Fund	380,400	5,256	180,329	200,071	47.41%
ENTERPRISE FUND TOTAL	3,402,873	213,134	1,652,835	1,750,038	48.57%

	June YTD Revenues	Annual Revenues	% of Annual Revenues
2024	$ 1,344,179	$ 2,584,550	52.01%
2025	$ 1,668,754	$ 2,836,495	58.83%
2026	$ 1,652,835	$ 3,402,873	48.57%

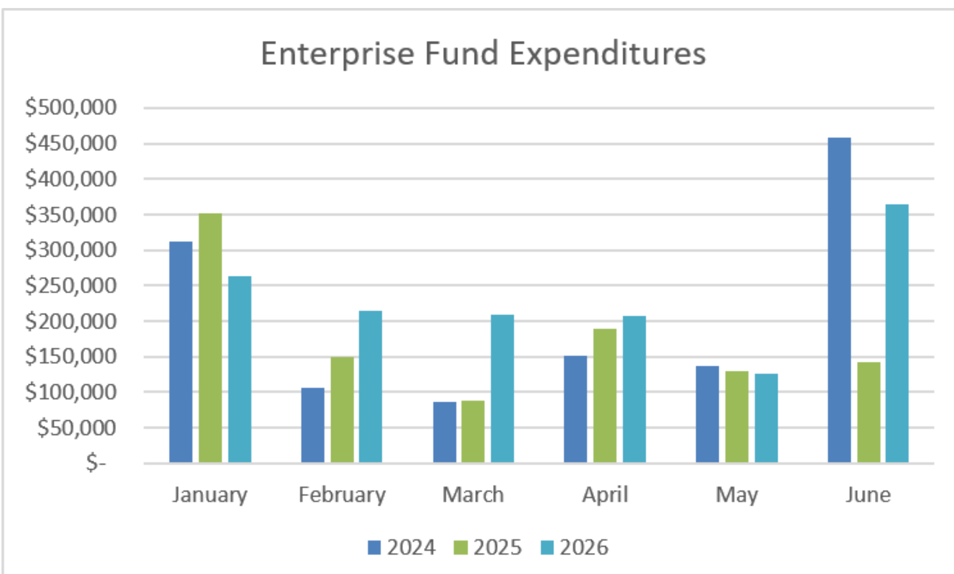


Enterprise Funds Expenditures

The Enterprise Fund expenses are 4.68% below the target budget of 50% for June.

	BUDGET	JUNE EXPENSE	YTD EXPENSE	VARIANCE	PERCENT EXPENDED
Water Fund	926,074	131,847	482,464	443,610	52.10%
Sewer Fund	1,045,025	158,582	559,387	485,638	53.53%
Street Lighting Fund	91,331	8,656	42,978	48,353	47.06%
Docks Fund	564,892	46,716	147,005	417,887	26.02%
Surface Water Mgmt Fund	430,306	18,723	153,747	276,559	35.73%
ENTERPRISE FUND TOTAL	3,057,628	364,525	1,385,581	1,672,047	45.32%

	June YTD Expenses	Annual Expenditures	% of Annual Expenditures
2024	$ 1,254,997	$ 2,657,378	47.23%
2025	$ 1,051,449	$ 2,449,727	42.92%
2026	$ 1,385,581	$ 3,057,628	45.32%

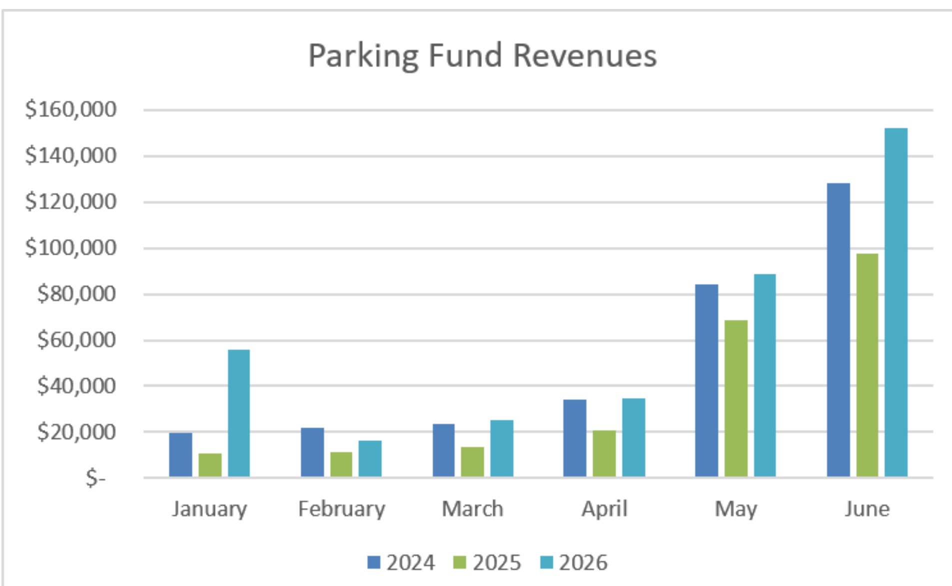


Parking Fund Revenues

The parking revenues are now tracked in their own fund. The main revenue generating months for parking are May-August. Charter boat invoices have gone out which brings that line item just over total budget for the year.

PARKING FUND	BUDGET	JUNE REVENUE	YTD REVENUE	VARIANCE	PERCENT RECEIVED
Special Event Parking	62,200	29,283	31,909	30,291	51.30%
Metered Parking	883,000	88,784	236,820	646,180	26.82%
Parking Permits	25,000	1,620	30,211	(5,211)	120.84%
Parking Citations	50,000	2,005	29,385	20,615	58.77%
Parking Impact Fees	0	0	0	-	0.00%
Charter Boat Maintenance Fees	30,300	30,416	30,416	(116)	100.38%
Parking Lot Maintenance Fees	45,900	0	14,487	31,413	31.56%
PARKING FUND TOTAL	1,096,400	152,108	373,228	723,172	34.04%

	June YTD Revenues	Annual Revenues	% of Annual Revenues
2024	$ 311,312	$ 745,122	41.78%
2025	$ 222,869	$ 602,394	37.00%
2026	$ 373,228	$ 1,096,400	34.04%

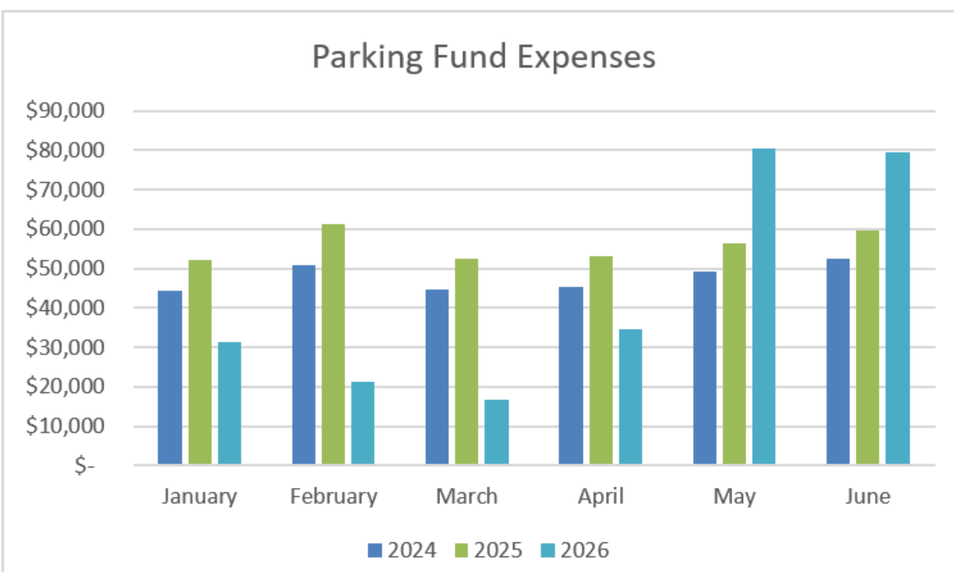


Parking Fund Expenses

Parking Fund expenses are below budget by 25%. This will stabilize with higher operator fees for June, July and August. 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 full in April. Permitting, Office, Bank Fees and Admin Costs is over budget, this line item includes $35,023 of sales and use tax and credit card fees.

PARKING FUND	BUDGET	JUNE EXPENSE	YTD EXPENSE	VARIANCE	PERCENT EXPENDED
Ramp Reserves for Major Repairs	18,945	3,157	9,473	9,472	50.00%
Ramp Insurance, Utilities, Supplies	10,500	891	4,986	5,514	47.49%
Ramp Maintenance	11,000		10,097	903	91.79%
City Staff	96,162	9,234	56,313	39,849	58.56%
Parking Operator	401,150	79,000	156,200	244,950	38.94%
Permitting, Office, Bank Fees, Admin Costs	86,305	15,326	51,471	34,834	59.64%
Downtown Beautification	35,000	1,009	4,081	30,919	11.66%
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	108,617	292,621	921,000	24.11%

	June YTD Expenses	Annual Expenses	% of Annual Expenses
2024	$ 286,990	$ 587,913	48.82%
2025	$ 335,587	$ 685,746	48.94%
2026	$ 292,621	$ 1,213,621	24.11%



Capital and Special Revenue Funds

Revenues	BUDGET	JUNE ACTIVITY	YTD	VARIANCE	PERCENT EXPENDED
Local Sales Tax - The Commons	802,000	65,207	349,969	452,031	43.64%
Debt Service Funds	1,423,885	9,793	710,806	713,079	49.92%
Capital Project Funds	1,430,622	189	175,352	1,255,270	12.26%
Expenditures					
Local Sales Tax - The Commons	875,000	69,721	772,469	102,531	88.28%
Debt Service Funds	1,654,270	575	1,359,135	295,136	82.16%
Capital Project Funds	619,300	59,458	349,090	270,210	56.37%

Revenues:

- Capital Project fund is under budget due to the anticipated sale of 106 Center Street.

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: 8.c.

ITEM REPORT

To: City Council
From: Tim Amundsen, Public Works Director
Meeting Date: August 3, 2026
Department/Office: Public Works
Item Name: Ordinance No. 700 - Amendment to Chapter 34 Sewer Service

Summary:
SUMMARY

Staff recommends approval of 34-42, a new ordinance to establish a comprehensive FOG control program. This will protect the City's sanitary sewer system from costly blockages caused by fats, oils, and grease while supporting local businesses through clear compliance guidelines.

BACKGROUND

Fats, oils, and grease (FOG) from food service establishments are a primary cause of sewer line clogs, leading to backups, overflows, and expensive emergency repairs. The City has experienced several FOG-related backups in recent years, resulting in increased sewer maintenance frequency in problem areas. A voluntary FOG program was implemented several years ago, but compliance has been low—only 5 out of 23 FSEs (21%) submitted required annual reports last year. Onsite inspections conducted with Metropolitan Council staff have revealed that many establishments lack proper FOG treatment devices or fail to maintain them adequately. As a historic City, many FSEs were not originally equipped with modern grease interceptors or grease traps. Many cities across Minnesota, including Minneapolis, St. Paul, Bloomington, and Rochester, have successfully implemented mandatory FOG control programs that have reduced maintenance costs and extended infrastructure life.

KEY TAKEAWAYS FROM PROPOSED ORDINANCE

SCOPE AND APPLICATION

The ordinance applies to Food Service Establishments (FSEs) that discharge wastewater into the City's sanitary sewer system. Exemptions may be granted by the Public Works Director for operations that do not generate FOG, such as those serving only pre-packaged foods or catered meals cleaned off-site.

INSTALLATION REQUIREMENTS

Most FSEs must install an exterior gravity grease interceptor meeting Minnesota State Plumbing Code standards. Alternatives like hydro-mechanical traps may be approved if exterior installation is not feasible due to space or slope constraints. Existing FSEs have until June 1, 2027 to comply, while new or renovated facilities must install systems as a condition of permits and occupancy.

MAINTENANCE AND REPORTING

Facilities are required to perform regular cleaning—every 90 days for exterior interceptors and 30 days for interior traps—or more frequently as needed. Strict protocols prohibit decanting waste back into the system or using unapproved chemicals. Detailed records of maintenance, cleaning, and employee training must be maintained and submitted annually to the City.

COMPLIANCE AND INSPECTIONS

The City will conduct regular inspections to verify compliance. FSEs must allow access and maintain systems in good condition. Upon successful installation and verification, the City issues a certificate of compliance. Training materials will be provided to support businesses.

ENFORCEMENT

Violations are subject to escalating administrative fines, with additional remedies including permit revocation or sewer service termination in severe cases. Property owners and FSE operators are jointly and severally liable, ensuring accountability.

BENEFITS AND RATIONALE FOR APPROVAL

By preventing FOG from entering the sewer system, the ordinance will significantly reduce sewer blockages, overflows, and related public health risks while protecting the environment. It will also lower the City’s long-term costs for sewer cleaning and emergency repairs, as similar programs in other municipalities have demonstrated substantial savings and extended infrastructure lifespan. The standards are clear, enforceable, and fully aligned with the Minnesota State Plumbing Code. Additionally, the City will support affected businesses by providing training materials and implementing the requirements on a phased schedule.

IMPLEMENTATION AND TIMELINE

Notices will be sent to affected FSEs. Full compliance expected by June 1, 2027, with ongoing inspections and reporting thereafter.

FISCAL IMPACT

No significant new expenditures anticipated. Revenue from potential fines will offset administrative costs. Long-term savings in sewer maintenance expected.

Recommended Action:
It is recommended that the City Council approve the First Reading of Ordinance No. 700 and schedule the Second Reading and approval of the ordinance for the August 17th City Council meeting.

Budget:

Attachments:
1. Ordinance No. 700

ORDINANCE 700

AN ORDINANCE AMENDING THE EXCELSIOR CODE OF ORDINANCES BY ADDING CHAPTER 34 ARTICLE II SEWER SERVICE

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

Section 1. Section 34-33 of the City Code is amended as follows:

For the purposes of this article, the following shall mean:

Authorized enforcement agency. The city or its designee.

Best management practices (BMPs). Schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Clean Water Act. The federal Water Pollution Control Act, and any subsequent amendments thereto.

Construction activity. Any activity subject to NPDES construction permits. Currently these include construction projects resulting in land disturbance of one acre or more. Such activities include, but are not limited to, clearing and grubbing, grading, excavating and demolition.

FOG. Non-petroleum food-based fats, oils, and greases, including oil-based sauce, syrup and dressing slop, industrial waste, inflammable liquids, or any other prohibited material or substance under this chapter.

FOG Disposal System. A grease interceptor that reduces FOG in effluent by separation, mass and volume reduction.

Food service establishment (FSE). Any facility in which food is prepared or served for commercial or institutional purposes. Food preparation or service under this definition includes cutting/processing, preparing, handling, cleaning, cooking, or packaging food items of any kind. A food service establishment includes restaurants, cafes, lunch counter cafeterias, bars and clubs, hotel with food service, hospital, long-term care or convalescent home/facility, factory or school kitchen, catering kitchen, bakery, meat packing facility, or other establishment where FOG may be introduced into the drainage/sewer system. Individual dwelling units which are not otherwise private living quarters within a long-term care or convalescent home/facility are not food service establishments.

Grease Interceptor. A plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept FOG from a wastewater discharge.

Hazardous materials. Any materials, including any substance, waste, or combination thereof, which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge. Any direct or indirect non-stormwater discharge to the storm drain system.

Illicit connections. An illicit connection is defined as either of the following: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or; any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Municipal separate storm sewer system (MS4). The system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains) owned and operated by the city and designed or used for collecting or conveying stormwater, and is not used for collecting or conveying sewage.

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit. A permit issued by EPA (or by a state under authority delegated pursuant to federal law) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area.

Non-stormwater discharge. Any discharge to the storm drain system that is not composed entirely of stormwater.

Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Storm drainage system. Publicly-owned facilities by which stormwater is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

Stormwater pollution prevention plan (SWPPP). A document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Wastewater. Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

Section 2. Section 34-42 of the City Code is added as follows:

Sec. 32-42 *Food, Oil, and Gas (FOG) Discharge Prevention and Prohibition.*

(a) *Scope and application.*

(1) This section is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law related to material disposal activities in the Excelsior Sanitary Sewer. The requirements of this section are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, specifically the related provisions contained in Chapter 28, Article III of this Code.

(2) This section applies to any Food Service Establishment ("FSE"), as defined herein, that discharges their wastewater into the City of Excelsior's sanitary sewer system, unless exempted as provided herein. An FSE is exempt from the requirements of this subdivision when the public works director or their designee issues a written notice of exemption upon determining that the FSE does not generate FOG.

(3) No Wastewater Discharge. It is a violation of this ordinance for an FSE to discharge FOG into the sewer system regardless of whether a FOG disposal system is yet installed.

(4) Joint and Several Liability. The owner of the property on which a FSE is located and the owner/operator of the FSE are jointly and severally responsible for compliance of this section and jointly and severally liable for any costs assessed by the city for violations of this section.

(5) FOG Program; Initial Compliance

a. Effective June 1, 2027, (the "Effective Date,") a building or the portion thereof that is designed or intended to be used for an FSE shall have a FOG disposal system installed and maintained in compliance with the applicable provisions of the Minnesota State Plumbing Code and Minnesota Rules and the requirements set forth herein as follows:

(i) Existing FSEs. Any FSE that exists and is in operation as of the Effective Date stated above shall install an approved FOG disposal system no later than June 1, 2027, unless an earlier date is required as provided herein.

(ii) New FSEs. Any FSE that is newly constructed or otherwise established after the Effective Date stated above shall install an approved FOG disposal system prior to and as a condition of the issuance of a certificate of occupancy for the FSE.

(iii) Renovated or Modified FSEs. Any FSE that expands, renovates or modifies its facility or otherwise performs plumbing work for which a building permit or plumbing permit is required that FSE shall install a FOG disposal system as a condition of the permit(s) issued and prior to final inspection approval under the permit(s).

(iv) Certificate of Compliance. An FSE will receive a certificate of compliance from the City upon verification that the FOG system has been installed pursuant to the provisions of this Section.

(6) FOG Program; Ongoing Compliance.

a. Reporting Required. Maintenance and cleaning records, and employee training records regarding proper FOG disposal shall be made monthly and kept for a period of three years. Such records shall be made available to the Director of Public Works or his/her designee during inspections. The records shall include for each inspection or cleaning: date, time, volume of waste removed, disposal site and person conducting the inspection or cleaning. The FSE must submit the above records to the city on an annual basis to remain compliant with this section. The previous year's reports are due to the City no later than January 31 of the following year. The City will provide training materials and the required documentation at the request of the FSE and will also have it available on the City website or City Hall. The FSE's failure to provide records upon request or annually to the city is a violation of this section, and subject to an administrative penalty.

b. Compliance Inspection(s). Any property within the city that is connected to the city's sewer system shall be subject to a compliance inspection to determine whether the property's FSE's discharge of its wastewater is in compliance with this ordinance and FOG is not discharged into the city's sanitary sewer system. The property owner or occupant shall permit the city's designated inspector on the property and within any structure thereon to complete the inspection. The compliance inspection shall occur at a time and in the manner as reasonably determined by the city inspector. Inspections may be conducted on an annual basis, or more frequently, as determined by the Public Works Director or designee.

c. Incomplete Inspection. In the event that the city inspector cannot complete the compliance inspection because the grease interceptor is not readily accessible and/or not properly maintained as required by the this code and state building code, such failure shall constitute a failure to comply with inspection requirements and will be subject to the administrative penalty outlined in Paragraph (g) of this section. The FSE shall receive a notice of non-compliance.

d. Failure to Comply with Inspection Requirements. If the property owner or occupant fails to permit or have completed a compliance inspection, the city may apply to the district court for an administrative search warrant authorizing the city to enter the property to conduct the inspection.

e. Re-Inspections. In the event that the discharge of wastewater on the property is not in compliance with this section, a second compliance inspection shall be completed within thirty days (30) days of the notice of noncompliance to determine if the necessary corrections have been made and compliance with this section has been met. The second compliance inspection shall be subject to the requirements set forth above. Thereafter, the property shall be subject to re-inspections on a periodic basis to confirm continued compliance.

f. Inspections with Building Permits. If a city inspector is on a property for the purpose of a building permit inspection, the city inspector has the authority to inspect the property for compliance with this subdivision without further notice to the property owner or occupant.

(b) FOG disposal system requirements.

(1) The FOG disposal system shall consist of an exterior gravity grease interceptor of the type/design and size meeting the requirements of the Minnesota State Plumbing Code. An exterior gravity grease interceptor shall be required, unless the FSE establishes and the director of public works or their designee determines that any of the following circumstances exist:

a. Only catered meals are distributed and consumed and all dishes, pans, utensils, etc., are removed and cleaned at an approved facility off-site with properly operating and sized grease interceptors;

b. Only pre-packaged foods are served and no fats, oils, greases, or other products containing grease are washed down sinks or drains; or

c. Installation of a gravity grease interceptor is not feasible due to:

(i) Lack of available exterior space necessary to place an interceptor relative to the location of city sewer main or utility easement; or

(ii) Lack of adequate slope for gravity flow between kitchen plumbing fixtures in the FSE and the wastewater facilities, and

(iii) The alternative grease control equipment proposed to be installed will remove FOG to the extent that the waste discharge does not exceed the maximum allowed concentration.

If the Director of Public Works or their designee determines that an exterior gravity grease interceptor is not required, then the FSE shall install a hydro-mechanical grease interceptor (or trap) or another alternative treatment technology. The alternative treatment system or equipment to be installed will be determined by the director of public works or their designee in his/her sole discretion. The FSE bears the burden of demonstrating that the installation of a grease interceptor is not feasible.

(2) Additional requirements. The following shall be met:

a. Exterior gravity grease interceptor must be constructed on the property occupied by the structure in a location which allows unrestricted access to city representatives for the purposes of inspection, sampling and testing.

b. Gravity grease interceptors shall not be installed inside a building where food is handled.

c. Interceptors shall be placed as close as practical to the fixtures they serve.

d. Interior hydro-mechanical or grease traps must be installed in an easily accessible location. City representatives must have unrestricted access for purposes of inspection, sampling and testing during normal business hours.

e. Each FSE that requires a grease interceptor shall have an interceptor that serves that establishment unless otherwise approved by the director of public works or their designee and plumbing inspector.

f. Plumbing shall be such that dishwasher discharge shall not be directed into or pass through the grease interceptor trap.

g. Any wastewater discharges with temperatures in excess of 140°F shall not be directed into or pass through the grease interceptor trap.

(d). Maintenance and cleaning. The following maintenance and cleaning methods shall be implemented by the FSE:

(1) Exterior Gravity Grease Interceptors. Exterior gravity grease interceptors shall be pumped/cleaned out a minimum of once every 90 days, or more frequently if the unit has accumulated waste, both floatable and settleable accounting for 25 percent of its wetted depth, as measured from the static water level to the interior tank bottom.

(2) Interior Grease Traps; Hydro-Mechanical Grase Interceptors. Interior grease traps and hydro-mechanical grease interceptors must be pumped/cleaned out completely a minimum of once every 30 days, or more frequently if the unit has accumulated waste, both floatable and settleable accounting for 25 percent of its wetted depth, as measured from the static water level to the interior tank bottom.

(3) Decanting or Discharging Waste. Decanting or discharging of removed waste liquid back into the interceptor or trap from which the waste was removed, for the purposes of reducing the volume to be disposed is strictly prohibited.

(4) Procedures; Requirements. Any person who cleans a grease interceptor shall do so in accordance with the following procedures and requirements:

a. Completely empty and remove the contents (liquids and solids) of all vaults of the grease interceptor and remove the grease mat and scrapings from the interior walls.

b. Dispose of waste and wastewater removed from a grease interceptor at a facility approved for disposal of such waste. Waste and wastewater removed from a grease interceptor shall not be discharged to any public or private sanitary or storm sewer system.

c. No deposit waste and wastewater removed from a grease interceptor back into the grease interceptor from which the waste or wastewater was removed or into any other grease interceptor, for the purpose of reducing the volume of waste and wastewater to be disposed of.

d. No introduce enzymes, emulsifying chemicals, hot water or other agents into a grease interceptor to dissolve or emulsify grease or as a grease abatement method. Introduction of bacteria as a grease degradation agent is permitted only with prior written approval by the FOG control program manager.

(g). Enforcement.

(1) Administrative Citation. Pursuant to Excelsior City Code Chapter 3, a violation of this section may be subject to an administrative fine and penalty. Each day a violation persists constitutes another violation. This Section shall follow the Administrative Citation Procedures of Chapter 3. An Administrative Citation may constitute a notice of noncompliance.

(2) Notice.

a. Initial Compliance. Beginning on the Effective Date, FSEs will receive notice that the City will begin conducting inspections to ensure compliance with this Section. FSEs will have thirty (30) days from the date of the notice to ensure compliance. Noncompliant FSEs will be subject to an escalating administrative penalty outlined in Paragraph (g)(4).

b. Ongoing Compliance. Beginning July 1, 2027, compliance obligations and notices thereof shall default to the procedures beginning in Paragraph (a)(6) (*Ongoing Compliance*) of this Section. Noncompliant FSEs will be subject to an escalating administrative penalty outlined in Paragraph (g)(4).

(3) The City shall send notice of a compliance violation via certified mail and may send electronic mail as secondary notice to the Owner of the FSE and the Manager/Operator. It is the Owner's responsibility to ensure the City has the proper contact information from the FSE. Failure to provide the City with the proper contract information is a violation of this Section and may be subject to penalty.

(4) Penalties; Installation and Inspection.

a. Non-Compliance Thirty (30) Days after Notice. Failure of an FSE to install a FOG disposal system within thirty (30) days after receiving Notice of Inspection from the City shall result in a fine of $500 dollars per day until installation is complete.

b. Non-Compliance Sixty (60) Days after Notice. Failure of an FSE to install a FOG disposal system sixty (60) days after receiving a Notice of Inspection, shall result in a fine of $750 dollars per day until installation is complete.

c. Non-Compliance Ninety (90) Days after Notice. Failure of an FSE to install a FOG disposal system one-hundred and twenty days (120) after receiving the Notice of Inspection shall be grounds for suspending or revoking a permit or other approval related to FOG compliance.

d. Non-Compliance One-Hundred and Twenty Days (120) After Notice. Failure of an FSE to install a FOG disposal system one hundred and twenty days (120) after receiving the Notice of Inspection may result in termination of access to the sanitary sewer.

(5) Penalties; General

a. Failure to submit records. Failure of an FSE to submit annual compliance reports as outlined in Paragraph (a)(6)(a) will result in a $1000 administrative fine.

b. Inspection Failure. It shall be a violation of this section for an FSE to deny the city the opportunity to inspect an FSE for FOG compliance. It shall be a violation of this section for an FSE to fail a FOG inspection. Either violation is subject to a $200 dollar administrative fine per occurrence.

(h) Remedies. The remedies, penalties, and procedures provided under this Section are cumulative.

Section 2. Effective Date. This ordinance is effective in accordance with Section 3.06 of the Excelsior City Charter.

Adopted by the City 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:	August 3, 2026
Second Reading and Adoption:	August 17, 2026
Publication of Ordinance:	August 27, 2026
Effective Date:	September 28, 2026

Item: 8.d.

ITEM REPORT

To: City Council
From: Kristi Luger, City Manager
Meeting Date: August 3, 2026
Department/Office: Administration
Item Name: Approve City Manager Employment Agreement

Summary:
As part of the city manager's performance review, the City Council reviewed the city manager's Employment Agreement since it has not been modified since 2016. A copy of the updated agreement is included in the packet.

Recommended Action:
Approve the City Manager Employment Agreement.

Budget:

Attachments:
1. Revised Employment Agreement - 2026

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, entered into this 3rd day of August, 2026, by and between the CITY OF EXCELSIOR, MINNESOTA, a municipal corporation and political subdivision, hereinafter referred to as “City”, and Kristi Luger, hereinafter referred to as “Employee.”

RECITALS

WHEREAS, Employee has been employed by City as its City Manager since April 21, 2008; and

WHEREAS, Employee’s employment to date has been governed by an Employment Agreement dated March 17, 2008; and

WHEREAS, Employee and City agree that it is appropriate to update Employee’s Employment Agreement to better reflect the current circumstances of her employment.

NOW, THEREFORE, for good and valuable mutual consideration, and with the intent of being legally bound, the City and Employee agree as follows:

1. **EMPLOYMENT**. Subject to the terms and conditions set forth in this Employment Agreement, the City agrees to continue to employ Employee to serve as City Manager to perform the duties and responsibilities associated with that position in accordance with the requirements of the City Charter, state and federal laws (including Minn. Stat. sections 412.601 through .751), and City ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall, from time to time, assign.

2. **CONTINUED EMPLOYMENT AND HOURS OF WORK**. By entering into this Employment Agreement, Employee and City Agree to terminate their Employment Agreement dated October 17, 2016 and replace it with this Employment Agreement. Nothing herein, however, shall be construed to constitute an interruption in Employee’s employment and Employee and the City shall continue to treat Employee’s employment with the City as having commenced on April 21, 2008 (“Commencement Date”). It is understood that the position of City Manager requires attendance at evening meetings and occasionally at weekend meetings. Employee recognizes that additional compensation and compensatory time shall not be allowed for such evening and weekend expenditure of time. Employee and the City agree, however, that Employee may from time to time be absent from the office during regular business hours in consideration of the extraordinary time expenditures associated with evening and weekend meetings provided that such absences do not interfere with acceptable performance of her duties.

3. **PERFORMANCE REVIEWS**. The City Council shall conduct biannual performance reviews of Employee. To the extent practical, City and Employee shall endeavor to have said performance reviews be conducted on or about the annual anniversary of the

Commencement Date. Upon completion of each performance review, the City Council shall generate a written summary of Employee's performance which shall be provided to Employee and placed in her personnel file.

4. **COMPENSATION**. In consideration of her performance of the duties required of her by this Employment Agreement, Employee shall be paid an annual salary commiserate with her skill and tenure, in line with city policy and procedure starting on January 1, 2017, and shall receive cost of living increases on the same schedule and at the same times as are received by other employees of the City. Additional increases in salary may be awarded from time to time by the City Council based on the results of performance evaluations, rate studies, industry benchmarking, or based on any other measure the City Council deems appropriate. The position of City Manager is an executive, exempt position under the Fair Labor Standards Act and shall not be eligible for cash overtime or compensatory time in lieu of overtime.

5. **BENEFITS**. The City shall provide Employee with the same group medical, dental, and life insurance benefits as are provided to all other non-union employees.

6. **PENSION**. The City shall contribute to PERA as required by state law or in an equivalent amount to an alternative plan selected by Employee if authorized by state law.

7. **EXPENSE REIMBURSEMENT AND CAR ALLOWANCE**.

a. **Non-Automotive Expense Reimbursement.** The City shall reimburse Employee for miscellaneous job-related expenses unrelated to automotive travel expenses incurred by Employee per an annual budget proposed by Employee and approved by the Council from time to time provided that Employee provides the City with documentation of the expenses.

b. **Car Allowance.** Employee shall be paid a monthly allowance of $400.00 to compensate her for the use of her personal automobile for City business. The City shall report this payment as part of Employee's compensation and it shall be Employee's responsibility to gather and retain any documentation necessary to characterize the expenses as deductible for tax purposes.

8. **VACATION, HOLIDAYS, AND SICK LEAVE**.

a. **Vacation.** Employee shall earn 216 hours of vacation per year in 2027 and 2028, 224 hours per year in 2029 and 2030, and 232 hours per year in 2031. Employee's maximum balance of vacation days shall be governed by the City's personnel ordinance.

b. **Holidays.** Employee shall be entitled to the paid holidays identified in the City's personnel ordinance effective upon the Commencement Date and as amended from time to time notwithstanding anything in the City's personnel ordinance to the contrary.

c. **Sick Leave.** Employee's sick leave shall accrue at a rate of eight (8) hours per month.

9. **DUES, SUBSCRIPTIONS, AND PROFESSIONAL DEVELOPMENT**. The City and Employee recognize the importance and benefits of belonging to professional associations and participating in continuing professional education and development. Accordingly, the City agrees to pay annual dues for Employee to belong to ICMA and MCMA. In addition, the City agrees to support a reasonable annual budget for professional development, continuing education, and membership in other professional associations. The actual annual budget for these items shall be approved annually by the City Council after reviewing Employee's recommendations.

10. **CIVIC CLUB MEMBERSHIP**. The City and Employee also recognize the importance of maintaining relationships with local civic and other organizations serving the community. To the extent that payment of dues to such organizations have a public purpose and are necessary to facilitate relationships with such organizations, the City shall reimburse Employee for the cost of membership. The actual annual budget for these items shall be approved annually by the City Council after reviewing Employee's recommendations.

11. **TERMINATION**. The City and Employee agree to have this Employment Agreement continue in effect until terminated or modified by mutual agreement (as provided in section 12.b.) or terminated as provided below.

a. **By City.** The City may terminate Employee's employment by directing written notice of termination to Employee in person or by registered or certified mail. No advance notice shall be required for such termination but, in the event that such termination is without "cause" as defined herein, the City shall make a lump sum payment to Employee of an amount equal to six (6) months compensation as provided in paragraph 4 of this Employment Agreement and continue to pay the City share in effect at the time of termination of the Employee's group hospital, medical, dental, life, and disability insurance plans for a period of six months from the effective date of her termination. If the termination occurs before the conclusion of the probationary period, the City shall have no obligation to pay Employee additional compensation or benefits after the effective date of her termination. If City terminates Employee with "cause" as defined herein, Employee shall not be entitled to any additional compensation or benefits after the effective date of termination other than continuation benefits required by law at the time of termination. For purposes of this Agreement, "cause" shall be defined to mean misconduct or incompetence of a nature that make Employee unfit to perform the duties of City Manager.

b. **By Employee.** Employee may terminate her employment with the City by providing the City with 30 days written notice delivered in person or via registered or certified mail to the City Clerk. In the event that Employee voluntarily terminates her employment with the City pursuant to this paragraph, she shall not be entitled to further compensation or benefits after the effective date of her termination.

12. **GENERAL PROVISIONS**.

a. **Notices.** All notices, requests, and demands given to or made pursuant to this Employment Agreement shall be in writing and personally delivered or mailed, postage prepaid, as follows:

To City: Honorable Mayor and City Council
City of Excelsior
PO Box 558
Excelsior, Minnesota
55331

To Employee: Kristi Luger

b. Complete Agreement. This Employment Agreement constitutes the entire agreement between the parties and supersedes any oral or written agreements between the parties. This Employment Agreement may only be modified by written agreement signed by both parties.

c. **Governing Law.** This Employment Agreement shall be interpreted in accordance with the laws of the State of Minnesota.

d. **Severability.** The parties covenant and agree that the provisions herein are reasonable and not known to be in violation of any federal, state, or local law or regulation. In the event that a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify that provision to make it valid and enforceable. The declaration of a provision as unenforceable shall not invalidate any other provision of this Employment Agreement.

e. **Dispute Resolution.** If the parties disagree upon the interpretation of this Agreement, and cannot resolve their differences in good faith, the parties agree to request non-binding mediation from the Minnesota Bureau of Mediation Services. Each party will be responsible for its own attorneys' fees, and the parties will split equally any other mediation fees.

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

Date: August 3, 2026

CITY OF EXCELSIOR

____

Gary Ringate, Mayor

Date: August 3, 2026

CITY MANAGER

____

Kristi Luger

Item: 8.e.

THE CITY OF EXCELSIOR MINNESOTA

ITEM REPORT

To: City Council
From: Hilary Vokovan, City Clerk
Meeting Date: August 3, 2026
Department/Office: Administration
Item Name: Haskell's Liquor License Refund Request

Summary:
City Staff was contacted by Haskell's Vice President David Johantgen regarding a request for a prorated refund for their remaining 2026 On-Sale Intoxicating Liquor License fee due to substantial damages from a recent fire at the Excelsior location.

Haskell's paid their 2026 On-Sale Intoxicating Liquor License in November 2025 in the full amount of $10,700.

The total refund amount requested is $7,600. Attached is their formal request.

Recommended Action:
Approve Haskell's request for a prorated refund for their remaining 2026 On-Sale Intoxicating Liquor License fee in the amount of $7,600.

Budget:

Attachments:
1. Haskell's Refund Request

Outlook

Haskell's Port of Excelsior Liquor License

From Dave Johantgen <djohantgen@haskells.com>
Date Fri 6/26/2026 11:44 AM
To Hilary Vokovan <hvokovan@excelsiormn.org>

1 attachment (112 KB)
Haskell's Excelsior 2026 Liquor License Renewal Info.pdf;

Hello Hilary,

Thank you for assisting with my inquiry about having the City of Excelsior consider granting Haskell's Port of Excelsior a prorated refund of the Bar/Restaurant Liquor License fee paid for 2026.

Haskell's plans to attend the City of Excelsior City Council meeting on Monday, August 3rd, 2026.
Brian Farrell and John Farrell III will represent Haskell's at the meeting. As you are probably aware, they both are owners of Haskell's. Please include them on the docket for the City Council meeting.

At the City Council meeting on August 3rd, Brian or John will ask the City Council members to consider granting Haskell's Port of Excelsior a prorated refund of the 2026 Liquor License fee paid to the City of Excelsior. In November of 2025, Haskell's paid the City of Excelsior $10,700 to renew the On-Sale and On-Sale Sunday intoxicating Liquor License for 2026.
On May 6th, 2026 Haskell's Port of Excelsior experienced a large fire which destroyed the majority of the building that our Bar/Restaurant operated out of. The Liquor store side of the building did not have fire damage but the store sustained extensive smoke damage. Due to extensive fire damage, Port of Excelsior Bar/Restaurant operations will not take place for the remainder of 2026, and the A&GE Office has placed our business in an Inactive State. Preliminary estimates suggest Haskell's Port of Excelsior might be able to complete construction/renovation and resume operations in Spring 2027 at the earliest.
Due to Haskell's loss of income from the extraordinary fire we experienced, Haskell's respectfully asks the City of Excelsior to consider refunding a prorated amount of the 2026 On-Sale Intoxicating Liquor License fee. Please see the attached PDF for the license renewal form detailing the fee for On-Sale licensing.

Thank you,
David Johantgen

--
David Johantgen
Vice President & Secretary
Haskell's Inc.
81 South 9th Street #130
MPLS, MN 55402
PH: 612-342-2437 Ext 918

HASKELL'S
-LOCALLY OWNED & OPERATED SINCE 1934-

Item: 8.f.

THE CITY OF EXCELSIOR MINNESOTA

ITEM REPORT

To: City Council
From: Morgan Dawley, City Engineer
Meeting Date: August 3, 2026
Department/Office: Administration
Item Name: 2026 Sanitary Sewer Lining Project - Accept Bids Received and Award Contract

Summary:
On June 15, 2026, the City Council authorized the advertisement for bids for the 2026 Sanitary Sewer Lining Project which is a part of budgeted ongoing maintenance of the sanitary sewer within the City. Maintenance activities, as directed by Public Works, include lining of sanitary sewer main.

Funding for the project is with wastewater utility funds included in the 2026 budget in a total amount of $120,000.

In order to leverage economy 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 sanitary sewer lining services. It is anticipated that the increased quantities associated with the joint project will result in more favorable contractor pricing.

Bids were received at an online bid opening on July 15, 2026, and were viewed and read aloud for the 2026 Sanitary Sewer Lining Project. The bids received are detailed below.

Contractor	Total Bid
Insituform Technologies USA, LLC	$226,386.67
Hydro-Klean, LLC	$229,842.10
Visu-Sewer, LLC	$266,273.00

The attached letter and Tabulation Summary include a description of the bids received and recommendation for award of a contract to Insituform Technologies USA, LLC as the bidder with the lowest total bid amount.

The total contract award for the City of Excelsior portion of the project is $98,753.23, which is under the budgeted amount of $120,000 for 2026 sanitary sewer lining maintenance improvements.

Staff recommends Council award of the contract as outlined above.

Recommended Action:
Accept bids received for the 2026 Sanitary Sewer Lining Project and award a contract to Insituform Technologies USA, LLC for the total bid amount of $226,386.67, of which $98,753.23 is the City of Excelsior’s portion of the total project cost.

Budget:

Attachments:
1. WSB Recommendation Letter
2. Certified Tabulation Summary

July 28, 2026

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

Re: 2026 Sanitary Sewer Lining Project
Cities of Excelsior and Minnetrista, MN
Minnetrista City Project No. 05-26
WSB Project Nos. 036524-000 and 033687-000

Dear Mayor and Council Members:

Bids were received online for the above-referenced project on Wednesday, July 15, 2026, and were viewed and read aloud. Three bids were received. Please find attached the Bid Tabulation Summary indicating Insituform Technologies USA, LLC, Chesterfield, Missouri, as the low bidder with a grand total bid amount of $226,386.67.

We recommend that the City Council consider these bids and award a contract to Insituform Technologies USA, LLC for the grand total bid amount of $226,386.67, of which $98,753.23 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

Emily Brown, PE
Project Manager

Attachment

cc: Insituform Technologies USA, LLC
Morgan Dawley, WSB

srb

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

Bid Tabulation Summary

2026 Sanitary Sewer Lining Project
Cities of Excelsior and Minnetrista, MN
Minnetrista City Project No. 05-26
WSB Project Nos. 036524-000 and 033687-000
Bids Received Online: Wednesday, July 15, 2026, at 10:00 a.m. Local Time

DENOTES CORRECTED FIGURE

	Contractor	Bid Bond (5%)	Addendum No. 1 Received	Grand Total Bid
1	Insituform Technologies USA, LLC	X	X	$226,386.67
2	Hydro-Klean, LLC	X	X	$229,842.10
3	Visu-Sewer, LLC	X	X	$266,273.00

I hereby certify that this is a true and correct tabulation of the bids as received on July 15, 2026.

Emily Brown

Emily Brown, PE, Project Manager

Item: 8.g.

THE CITY OF EXCELSIOR MINNESOTA

ITEM REPORT

To: City Council
From: Hilary Vokovan, City Clerk
Meeting Date: August 3, 2026
Department/Office: Administration
Item Name: Parks and Recreation Commission Appointment

Summary:
The Parks and Recreation Commission currently has one vacancy. One application has been received. Mayor Ringate will make his recommendation for the Parks and Recreation Commission appointment of Ann Nachtigal.

Recommended Action:
Accept recommendation from the Interview Committee.

Budget:

Attachments:
None

Item: 9.a.

THE CITY OF EXCELSIOR MINNESOTA

ITEM REPORT

To: City Council
From: Julia Mullin, Community Development Director, Jess Long, City Planner
Meeting Date: August 3, 2026
Department/Office: Community Development
Item Name: Ordinance No. 698 Amendment to Swimming Pool Standards - 7:00 PM

Summary:
Background

Staff is proposing an amendment to Article 21 of the City Zoning Ordinance. The proposed amendment will remove the Conditional Use Permit requirement for the installation of new pools as well as strengthen the safety requirements for pools by requiring that they be fenced. Removing the CUP requirement will help applicants move through the building permit process without the additional steps of Planning Commission review and City Council approval. City Staff will review for zoning compliance and the Building Official will review that standards are met and apply building code requirements. In addition to removing the CUP, staff reworked the section to enhance readability for applicants. Lastly, Staff has not proposed changes to the size of pools at this time; the current size requirement is consistent with existing CUP requirements and does not increase or decrease current safety standards. If the City Council is interested in extending existing requirements to a broader group of pools, this discussion could be proposed for a future Planning Commission agenda.

Proposed Amendment to Existing Ordinance

Below is a “clean copy” of the proposed amendments. If amendments are adopted, this is how the ordinance will read. A redlined version of the proposed amendments is attached as Ordinance 698 for your consideration and approval.

Appendix E, Article 21, Fences, Section 21-2 (6) Swimming Pool Protection

(6) Swimming pool protection.
Swimming pools having a depth of 24 inches at any point and a surface area exceeding 150 square feet shall meet the following standards:
a. Fencing safeguards shall be installed to prevent children from gaining uncontrolled access. Fences shall be installed and inspected and approved by the Building Official prior to filling of the pool.
1. Fences shall be at least four feet in height.
2. The bottoms of the fences shall not be more than four inches from the ground nor shall any open space in the fence be more than four inches.

3. Fences shall be of a noncorrosive material and shall be constructed as to be not easily climbable.
4. All fence openings or points of entry into the pool enclosure shall be equipped with gates or doors. All gates or doors to swimming pools shall be equipped with self-closing and self-latching devices placed at a sufficient height so as to be inaccessible to all small children.
5. The fencing requirements of subsection 21-2(3) need only be provided around the means of access on above ground pools which have four feet high, vertical or outward inclined side walls.

b. In all residential districts, swimming pools shall be setback ten feet from all adjoining lots and, except for fences and pump enclosures, shall be located at least ten feet away from any other building or structure on the same lot and shall not be located within a drainage or utility easement. Swimming pools shall not be permitted in a front yard or in the area between the street right-of-way and the minimum required building side yard setback line.

c. Requirements contained in subsections 21-2(6) shall be satisfied by submission and approval of a site plan by the Zoning Administrator.

Recommended Action:
It is recommended that the City Council waive the First Reading of Ordinance No. 698 and schedule the Second Reading and approval of the ordinance for the August 17th City Council meeting.

Budget:

Attachments:
1. Ord 698 Amending Swimming Pool Requirements
2. Planning Commission Packet, July 8, 2026
3. Planning Commission Packet, July 27, 2026

ORDINANCE NO. 698

AN ORDINANCE TO AMEND APPENDIX E, ARTICLE 21, FENCING, SECTION 21-2 FENCING AND RETAINING WALLS OF THE EXCELSIOR CITY CODE TO REMOVE CONDITIONAL USE PERMIT REQUIREMENT FOR SWIMMING POOLS AND ADD FENCING REQUIREMENTS FOR SWIMMING POOLS

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

Section 1. Appendix E, Article 21, Section 21-2 (6) of the Excelsior City Code is amended as follows:

(6) *Swimming pool protection.*

~~a. A conditional use permit, as provided for in article 4 of this Appendix E, shall be required for~~ Swimming pools having a depth of 24 inches at any point and a surface area exceeding 150 square feet shall meet the following standards: ~~require a building permit. Each application for a building permit conditional use permit to construct or erect a swimming pool shall be accompanied by plans of sufficient detail to show:~~

~~1. The proposed location of the pool and its relationship to the principal building on the lot.~~

~~2. The size of the pool.~~

~~3. Fencing and other fixtures existing and proposed on the lot, including utility location and trees.~~

~~4. The location, size and types of equipment to be used in connection with the pool, including but not limited to filter unit, pump fencing and the pool itself~~.

~~5. That the requirements contained in subsections 21-2(3)b., and c., and d. of this section will be satisfied including submission and approval of a site plan~~.

a. ~~All swimming pools for which a permit is required and granted shall be provided with~~ Fencing safeguards to prevent children from gaining uncontrolled access shall be installed and inspected and approved by the Building Official prior to filling of the pool. ~~This can be accomplished with fencing, screening or other enclosure, or any combination thereof, of sufficient density as to be impenetrable. If~~

1. Fences ~~are employed, they~~ shall be at least four feet (4) in height.
2. The bottoms of the fences shall not be more than four (4) inches from the ground nor shall any open space in the fence be more than four (4) inches.
3. Fences shall be of a noncorrosive material and shall be constructed as to be not easily climbable.
4. All fence openings or points of entry into the pool enclosure shall be equipped with gates or doors. All gates or doors to swimming pools shall be equipped with self-closing and self-latching devices placed at a sufficient height so as to be inaccessible to all small children.
5. The fencing requirements of subsection 21-2(3) need only be provided around the means of access on above ground pools which have four feet high, vertical or outward inclined side walls. ~~Prior to filling the pool, the approved fence and/or screen must be completely in place and inspected and approved by the city building official.~~

b.~~c.~~ In all residential districts, swimming pools shall be setback ten (10) feet from all adjoining lots and, except for fences and pump enclosures, shall be located at least ten (10) feet away from any other building or structure on the same lot and shall not be located within a drainage or utility easement. Swimming pools shall not be permitted in a front yard or in the area between the street right-of-way and the minimum required building side yard setback line.
c. Requirements contained in subsection 21-2(6) shall be satisfied by submission and approval of a site plan by the Zoning Administrator.

Section 2. 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:	August 3, 2026
Second Reading and Adoption:	August 17, 2026
Publication of Ordinance:	August 27, 2026
Effective Date:	September 28, 2026

THE CITY OF EXCELSIOR MINNESOTA

MEMORANDUM

Re: Item Amendment to Zoning Article 21, CUP requirements for new pools

Date: July 8, 2026]

To: Planning Commission

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

Background

The Planning Commission recently reviewed an application for a Conditional Use Permit (CUP) for the installation of a pool in a residential neighborhood. During Council consideration of the application, Council Members questioned whether a CUP should be required for installation of a pool, or whether just a building permit would be sufficient. Currently the City requires that an applicant receive approval for the CUP prior to issuance of the building permit. CUP approval requires that the applicant meet setback requirements and standards for securing the pool. The requirements for the installation of pool are found in Article 21 of the Zoning code. And, the general CUP requirements, found in Article 4 of the zoning code are reviewed as well. These requirements

In addition to assessing the City's existing code, Staff reviewed neighboring communities' Zoning Codes to see if the City of Excelsior's process is in alignment with other cities'. The City of Greenwood requires a CUP and uses many of the same setback and fencing standards as Excelsior. Wayzata, Tonka Bay, Shorewood, and Minnetonka all require a building permit for a pool but no CUP. In these communities, pools are considered a permitted accessory use. As a permitted accessory use the application must meet general pool standards that the City has adopted but application does not require approval of a CUP from the City Council.

Staff is recommending that the City of Excelsior clarify requirements for pools, strengthen the fencing requirement, and remove the Conditional Use Permit requirement. Future applications would be reviewed by planning staff for zoning compliance and the City's Building Official for Building Code compliance.

Proposed Amendment to Existing Ordinance

Section 1. Appendix E, Article 21, Section 21-2 of the Excelsior City Code is amended as follows:

(6) *Swimming pool protection.*

a. ~~A conditional use permit, as provided for in article 4 of this Appendix E, shall be required for~~ Swimming pools having a depth of 24 inches at any point and a surface area exceeding 150 square feet shall require a building permit. Each application for a *building permit* ~~conditional use permit~~ to construct or erect a swimming pool shall be accompanied by plans of sufficient detail to show:

1. The proposed location of the pool and its relationship to the principal building on the lot.
2. The size of the pool.
3. Fencing and other fixtures existing and proposed on the lot, including utility location and trees.
4. The location, size and types of equipment to be used in connection with the pool, including but not limited to filter unit, pump fencing and the pool itself.
5. That the requirements contained in subsections 21-2(3)b., c., and d. of this section will be satisfied including submission and approval of a site plan.

b. All swimming pools for which a permit is required and granted shall be provided with *fencing* safeguards to prevent children from gaining uncontrolled access. ~~This can be accomplished with fencing, screening or other enclosure, or any combination thereof, of sufficient density as to be impenetrable. If~~

1. *F*ences ~~are employed, they~~ shall be at least four feet in height.

2. The bottoms of the fences shall not be more than four inches from the ground nor shall any open space in the fence be more than four inches.

3. Fences shall be of a noncorrosive material and shall be constructed as to be not easily climbable.

4. All fence openings or points of entry into the pool enclosure shall be equipped with gates or doors. All gates or doors to swimming pools shall be equipped with self-closing and self-latching devices placed at a sufficient height so as to be inaccessible to all small children.

The fencing requirements of subsection 21-2(3) need only be provided around the means of access on above ground pools which have four feet high, vertical or outward inclined side walls. Prior to filling the pool, the approved fence and/or screen must be completely in place and inspected and approved by the city building official.

c. In all residential districts, swimming pools shall be setback ten feet from all adjoining lots and, except for fences and pump enclosures, shall be located at least ten feet away from any other building or structure on the same lot and shall not be located within a drainage or utility easement. Swimming pools shall not be permitted in a front yard or in the area between the street right-of-way and the minimum required building side yard setback line.

RECOMMENDATION

Staff recommends that the Planning Commission discuss the proposed amendment and recommend approval of Ordinance No. 698 to the City Council.

Attachments

Ordinance No. 698

MEMORANDUM

THE CITY OF EXCELSIOR MINNESOTA

Re: Item Amendment to Zoning Article 21, CUP requirements for new pools

Date: July 27, 2026]

To: Planning Commission

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

Background

The Planning Commission previously reviewed a proposed amendment to Article 21 of the city zoning ordinance at the July 8, 2026 meeting intended to remove the requirement for a Conditional Use Permit and to strengthen the safety requirements for pools by requiring that they be fenced. Current ordinance requires fencing, screening, or other measures. Staff has considered comments from Commissioners and implemented them into the updated proposed amendment. The requirement for a CUP is removed, and by removing proposed language about a building permit requirement (which staff has proposed at your last meeting), it is clear that no pool is excluded from the required building permit process. Additionally, staff reworked the section to enhance readability for applicants. Lastly, staff has not proposed changes to the size of pools at this time; current size is consistent with existing CUP requirements and does not increase or decrease current safety standards. If the Planning Commission is interested in extending existing requirements to a broader group of pools, this discussion could be proposed for a future agenda.

Proposed Amendment to Existing Ordinance

Below is a "clean copy" of the proposed amendments. If amendments are adopted, this is how the ordinance will read. A redlined version of the proposed amendments is attached as Ordinance 698 for your consideration and approval.

Appendix E, Article 21, Fences, Section 21-2 (6) Swimming Pool Protection

(6) *Swimming pool protection.*

Swimming pools having a depth of 24 inches at any point and a surface area exceeding 150 square feet shall meet the following standards:

a. Fencing safeguards shall be installed to prevent children from gaining uncontrolled access. Fences shall be installed and inspected and approved by the Building Official prior to filling of the pool.
   1. Fences shall be at least four feet in height.
   2. The bottoms of the fences shall not be more than four inches from the ground nor shall any open space in the fence be more than four inches.
   3. Fences shall be of a noncorrosive material and shall be constructed as to be not easily climbable.
   4. All fence openings or points of entry into the pool enclosure shall be equipped with gates or doors. All gates or doors to swimming pools shall be equipped

with self-closing and self-latching devices placed at a sufficient height so as to be inaccessible to all small children.

5. The fencing requirements of subsection 21-2(3) need only be provided around the means of access on above ground pools which have four feet high, vertical or outward inclined side walls.

b. In all residential districts, swimming pools shall be setback ten feet from all adjoining lots and, except for fences and pump enclosures, shall be located at least ten feet away from any other building or structure on the same lot and shall not be located within a drainage or utility easement. Swimming pools shall not be permitted in a front yard or in the area between the street right-of-way and the minimum required building side yard setback line.

c. Requirements contained in subsections 21-2(6) shall be satisfied by submission and approval of a site plan by the Zoning Administrator.

RECOMMENDATION

Staff recommends that the Planning Commission discuss the proposed ordinance amendments and recommend approval of Ordinance No. 698 to the City Council.

Attachments

Ordinance No. 698

Item: 9.b.

THE CITY OF EXCELSIOR MINNESOTA

ITEM REPORT

To: City Council
From: Julia Mullin, Community Development Director, Jess Long, City Planner
Meeting Date: August 3, 2026
Department/Office: Community Development
Item Name: Ordinance No. 697 Amending City Ordinance, Appendix E, Chapter 15, Section 15-4 Nonconforming Structures to Clarify Definitions of "Expansion" - 7:15 PM

Summary:
BACKGROUND

Across the City of Excelsior there are numerous structures that do not meet current zoning requirements such as minimum setbacks from property lines or lot coverage requirements. This is to be expected as many of Excelsior's older homes were built prior to modern zoning standards, and more modern homes may not meet the current zoning requirements because of recent changes to the zoning code including how height is measured. These properties are considered “nonconforming,” and they are allowed to continue to exist; however, the conformities may not be expanded, unless a variance is granted.
Throughout the years, different additions and rebuilds have been brought to the City with proposed expansions to nonconformities. Some owners and developers have questioned if their project is an expansion or simply making use of an existing nonconformity. Staff has explained that while an owner could rebuild a home at the same size with the same size of nonconformity, they do not have the automatic right to expand a nonconformity. The proposed definition of “expansion” provides additional clarity on what expansion is and how increasing dimension, size, area, volume, or height of a structure intensifies/expands the nonconformity.

In February 2026, the Planning Commission had a discussion with the City Attorney about nonconforming structures. The Planning Commission then considered this update to the definition of “expansion” at the April 27, 2026, and July 8, 2026, regular Planning Commission meetings. During discussion of the amendment, some commissioners felt that a more substantial revision of Article 15 was needed. Following consultation with the City Attorney, it has been determined that the City’s code is as restrictive as allowed by state statute. However, an update to the definition of “expansion” could provide additional clarity for staff, commissioners, and applicants.

Proposed Ordinance Amendment

Staff is proposing that we add a definition of “expansion” to our ordinance that makes clear what “expansion” means. The City Attorney recommended a definition from the

City of Minnetonka's ordinance:

> Expansion - Any increase in dimension, size, area, volume, or height, any increase in the area of use, any placement of a structure or part thereof where none existed before, any addition of a site feature such as a deck, patio, fence, driveway, parking area, or swimming pool, any improvement that would allow the land to be more intensely developed, any move of operation to a new location on the property, or any increase in intensity of use based on a review of the original nature, function or purpose of a non-conforming use, the hours of operation, traffic, parking, noise, exterior storage, signs, exterior lighting, types of operations, types of goods or services offered, odors, area of operation, number of employees, and other factors deemed relevant by the city. Expansion is synonymous with "enlargement" and "intensification."

In addition to updating the definition of expansion the Planning Commission has recommended that Section 15-4 Nonconforming Structures be updated to reflect and the new definition of expansion.

Existing Ordinance

Zoning Ordinance, Article 15, Sec. 15-4 Nonconforming structures states:

> (a) Expansions. No nonconforming structure may be expanded, enlarged, or extended in a manner that increases an existing nonconformity.

Proposed Ordinance

> (a) Expansions. No nonconforming structure may be expanded, enlarged, or extended in a manner that increases an existing nonconformity.

Lastly, Staff is including a correction to a typo within Section 15-1 Purpose. The correction will improve clarity of the section and the City's goal to eliminate nonconforming uses.

Sec. 15-1. - Purpose.

It is the purpose of this article to provide for the regulation of nonconforming uses, structures, lots and signs, and to specify those requirements, circumstances, and conditions under which nonconforming uses, structures, lots and signs will be operated and maintained. This Appendix E establishes separate zoning districts, each of which is an appropriate area for the location of uses which are permitted in that zoning district. It is necessary and consistent with the establishment of these zoning districts that nonconforming, structures, uses and signs not be permitted to continue without restriction. Furthermore, it is the intent of this article that all nonconforming uses shall be eventually brought into conformity.

Recommended Action:
It is recommended that the City Council waive the First Reading of Ordinance No. 697 and schedule the Second Reading and approval of the ordinance for the August 17, 2026 City Council meeting.

Budget:

Attachments:
1. Ordinance No. 697

ORDINANCE NO. 697

AN ORDINANCE TO AMEND APPENDIX E, ARTICLE 15 NONCONFORMING USES, STRUCTURES, LOTS, AND SIGNS, SECTION 15-2 GENERAL PROVISIONS OF THE EXCELSIOR CITY CODE TO ADD DEFINITION OF "EXPANSION," SECTION 15-4 NONCONFORMING STRUCTURES TO CLARIFY LIMITS TO EXPANSIONS

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

Section 1. Appendix E, Article 15, Section 15-1 Purpose of the Excelsior City Code is amended as follows:

It is the purpose of this article to provide for the regulation of nonconforming uses, structures, lots and signs, and to specify those requirements, circumstances, and conditions under which nonconforming uses, structures, lots and signs will be operated and maintained. This Appendix E establishes separate zoning districts, each of which is an appropriate area for the location of uses which are permitted in that zoning district. It is necessary and consistent with the establishment of these zoning districts that nonconforming, structures, uses and signs not be permitted to continue without restriction. Furthermore, it is the intent of this article that all ~~nonconformities~~ nonconforming uses shall be eventually brought into conformity.

(Ord. No. 554, § 1, 1-17-2017)

Section 2. Appendix E, Article 15, Section 15-2 Definition of the Excelsior City Code is amended as follows:

(f) Expansion - Any increase in dimension, size, area, volume, or height, any increase in the area of use, any placement of a structure or part thereof where none existed before, any addition of a site feature such as a deck, patio, fence, driveway, parking area, or swimming pool, any improvement that would allow the land to be more intensely developed, any move of operation to a new location on the property, or any increase in intensity of use based on a review of the original nature, function or purpose of a non-conforming use, the hours of operation, traffic, parking, noise, exterior storage, signs, exterior lighting, types of operations, types of goods or services offered, odors, area of operation, number of employees, and other factors deemed relevant by the city. Expansion is synonymous with "enlargement" and "intensification."

Section 3. Appendix E, Article 15, Section 15-4 Nonconforming structures of the Excelsior City Code is amended as follows:

(a) *Expansions*. No nonconforming structure may be expanded~~, enlarged, or extended~~ in a manner that increases an existing nonconformity.

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:	August 3, 2026
Second Reading and Adoption:	August 17, 2026
Publication of Ordinance:	August 27, 2026
Effective Date:	September 28, 2026

Item: 9.c.

ITEM REPORT

To: City Council
From: Julia Mullin, Community Development Director, Jess Long, City Planner
Meeting Date: August 3, 2026
Department/Office: Community Development
Item Name: Ordinance No. 699 Amendment to Porch and Pergola Definitions - 7:35 PM

Summary:
Background

Staff is proposing amendments to definitions of "porch" and "pergola" in the city zoning ordinance, Section 2, in order to clarify how our building coverage standard is applied and to clarify what we exempt from our residential review permit requirements. This proposed ordinance amendment came up in response to "Pivot 6 pergolas" being proposed at several properties in Excelsior and questions about whether our zoning ordinance considers them a "porch" or a "pergola". A Pivot 6 pergola is a porch-like structure added to a home that allows the roof/ceiling to be louvered open or closed, and allows screens on the exposed sides of the structure to be kept raised or be lowered. Some of the screens that can be included are opaque or nearly opaque.

The Planning Commission discussed the ordinance amendments proposed by staff at their July 8 and July 27 meetings. (Meeting packets are attached.) Commissioners wanted clear language that would distinguish the definitions and make application of zoning standards straightforward.

Proposed Amendments

1. Pergola – Added "permanently partially open" roof, so that our "pergola" definition would clearly not include a Pivot 6 structure which has a movable roof that can be opened or closed.

2. Porch – Added "covered or capable of being covered" entryway. We include porches in our building coverage calculation, and making this change helps us determine when building coverage standard applies.

3. Added a new definition, "Enclosed porch" – "A porch or any portion of floor area thereof with exterior walls that are or can be at least 50% enclosed with screens or windows." This language helps us determine whether a proposed porch requires a residential review permit or not.

4. Clarified what type of porch is currently exempt from a residential review permit by adding “Enclosed porches are not exempt.”

Ordinance 699 provides a redlined version of the proposed amendments and is attached. The city attorney has reviewed the proposed amendments.

Recommended Action:
Staff recommends that the City Council approve the first reading of Ordinance 699 and schedule the second reading and approval for the August 17, 2026, City Council meeting.

Budget:

Attachments:
1. Ordinance No. 699
2. Planning Commission Packet, July 8, 2026
3. Planning Commission Packet, July 27, 2026

ORDINANCE NO. 699

An Ordinance to Amend *Appendix E, Article 2 Rules and Definitions, Section 2-2 Definitions*, and *Article 42 Residential Review Process, Section 42-6 Residential Review Permit – When Required* of the Excelsior City Code to Add Definition of "Enclosed Porch", "Covered Porch", Amend Definition of "Pergola" and Clarify Exemptions from Residential Review Permit Requirements

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

Section 1. Appendix E, Article 2, Section 2-2 Definitions is amended as follows:

Porch. A covered, or capable of being covered, entryway attached to a building and/or projecting from its main mass.

Enclosed Porch. A porch, or any portion of floor area thereof, with exterior walls that are or can be at least 50% enclosed with screens or windows.

Pergola. An arbor or passageway with a permanently partially open roof or trellis work on which clinging plants are typically grown.

Section 2. Appendix E, Article 42, Section 42-6 Residential review permit—When required, (b) Exemptions is amended as follows:

(4) Street-facing, single-story porches. Enclosed porches are not exempt.

Section 3. 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:	August 3, 2026
Second Reading and Adoption:	August 17, 2026
Publication of Ordinance:	August 27, 2026
Effective Date:	September 28, 2026

MEMORANDUM

THE CITY OF EXCELSIOR MINNESOTA

Re: Item Amendment to porch and Pergola Definitions

Date: July 8, 2026]

To: Planning Commission

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

Background

The introduction of the Pivot 6 roof system has added new options to homeowners who want to cover their patios and decks. The Pivot 6 and other similar technologies have roofs that can open and close. When open, the roof slats allow sunlight and rain to pass through, similar to a pergola's slatted roof. When closed the roof becomes sealed and does not allow light or water to pass through, similar to a porch. Companies selling the technology also allow for retractable screens that can be added to the system, with varying levels of opacity, and create the appearance of a totally enclosed screened in porch.

Staff believe that the Code's current definitions of *pergola* and *porch* should be updated to reflect these new roofing systems, and zoning standards including residential review permit, building coverage, and setbacks can be clearly applied. The definition of *pergola* should be updated to clarify that it is a freestanding structure and has a roof that is permanently partially open. Staff believe that a structure with roof that can be completely closed that is attached to the home or garage and is fully screened, should count toward building coverage calculations because it will add mass to the parcel, impact rain runoff and impact the visual mass of the building it is attached to.

Staff is also proposing new definitions for *covered porch* and *enclosed porch*. The current *porch* definition does not include information about roofs.. Additionally, the proposed *enclosed porch* definition adds additional clarity to applicants looking to add a porch with screens or windows.

Along with adding clarity through definitions, staff recommends amending *Section 42-6 (b) Exemptions* to Residential Review Permit Requirements. Currently, street-facing, single-story porches that are more than 50 percent open at the perimeter are exempt from RRP review. Staff proposes adding clarifying language that the structure must be permanently at least 50 percent open. If an applicant proposes adding retractable screens to the more than 50 percent of the structure, then the Planning Commission should review for massing and scale through a Residential Review Permit application. When lowered, the screens have visual impact on the view of porch from the street and adjacent properties.

Figure 1 Example of rear porch with slatted roof and screens

Figure 2 Pivot 6 porch system

Existing Definitions

Appendix E, Article 2, Section 2-2 Definitions

Porch. An entryway attached to a building and/or projecting from its main mass.

Pergola. An arbor or passageway with a roof or trellis work on which clinging plants are grown.

Proposed Definitions

Porch. A covered entryway attached to a building and/or projecting from its main mass.

Enclosed Porch. A porch with exterior walls that are at least 50%enclosed with screens or windows and open to elements.

Pergola. A~~n~~ *freestanding* arbor or passageway with a *permanently partially open* roof or trellis work on which clinging plants are grown.

Existing

Sec. 42-6. - Residential review permit—When required.

(b) *Exemptions*. The following shall not require a residential review permit:

(1) Decks under 48 inches in height.

(2) Any structure not requiring a building permit.

(3) Structures that would require a site alteration permit as outlined in chapter 20 of the Code.

(4) Street-facing, single-story porches that are more than 50 percent open at the perimeter.

Proposed

Sec. 42-6. - Residential review permit—When required.

(b) *Exemptions*. The following shall not require a residential review permit:

(1) Decks under 48 inches in height.

(2) Any structure not requiring a building permit.

(3) Structures that would require a site alteration permit as outlined in chapter 20 of the Code.

(4) Street-facing, single-story porches. Enclosed porches are not exempt.

RECOMMENDATION

Staff recommends that the Planning Commission discuss the proposed amendment and recommend approval of Ordinance No. 699 to the City Council.

Attachments

Ordinance No. 699

MEMORANDUM

THE CITY OF EXCELSIOR MINNESOTA

Re: Item Amendment to porch and Pergola Definitions

Date: July 27, 2026]

To: Planning Commission

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

Background

At the July 8, 2026, Planning Commission meeting, Staff brought suggested amendments to definitions of “pergola” and “porch” and a new definition of “enclosed porch”. The goal of clarifying the differences among these structures is to provide clear guidance for applicants and staff for when a Residential Review Permit is required for additions to a parcel and how to apply building coverage and lot coverage standards. These definitions help clarify for staff how to manage new proposed structures that are identified by manufacturers and contractors as pergolas but are considered per our zoning code to be porches.

The introduction of the Pivot 6 roof system has added new options to homeowners who want to cover their patios and decks. The Pivot 6 and other similar technologies have roofs that can open and close. When open, the roof slats allow sunlight and rain to pass through, similar to a pergola’s slatted roof. When closed the roof becomes sealed and does not allow light or water to pass through, similar to a porch. Companies selling the technology also allow for retractable screens that can be added to the system, with varying levels of opacity, and create the appearance of a totally enclosed screened porch.

Staff recommends that the definition of *pergola* be updated to clarify that it is a freestanding structure and has a roof that is permanently partially open. With this amendment, it is clear that a structure with roof that can be completely closed that is attached to the home or garage and is fully screened is not a pergola and will be included in building coverage calculations because it will add mass to the parcel, impact rain runoff and impact the visual mass of the building it is attached to.

Staff is also proposing new definitions for *covered porch* and *enclosed porch*. The current *porch* definition does not include information about roofs and may be confused with decking. Adding “covered” to the definition distinguishes porches from decks. Additionally, the proposed *enclosed* *porch* definition adds additional clarity to applicants looking to add a porch with screens or windows.

Along with adding clarity through definitions, staff recommends amending *Section 42-6 (b) Exemptions* to Residential Review Permit Requirements. Currently, street-facing, single-story porches that are more than 50 percent open at the perimeter are exempt from RRP review. Staff proposes adding clarifying language that the structure must be permanently at least 50 percent open. If an applicant proposes adding retractable screens to more than 50 percent of the structure, then the Planning Commission must review for massing and scale through a Residential Review Permit application, as the enclosed porch will have an impact on mass and volume when viewed from the street.

Figure 1 Example of rear porch with slatted roof and screens

Figure 2 Pivot 6 porch system

Single-story enclosed porches with screens

single-story unenclosed porches

Adding a definition clarifies that an enclosed porch uses screens or windows to separate the space from the outdoors. Based on comments from commissioners, Staff added “or can be at least 50% enclosed” to the definition to capture porches with removable or retractable screens.

1. Proposed changes to definitions (Appendix E, Article 2, Section 2-2 Definitions):

Porch

Existing Definition

Porch. An entryway attached to a building and/or projecting from its main mass.

Proposed Definition

Porch. A covered entryway attached to a building and/or projecting from its main mass.

Pergola

Existing Definition

Pergola. An arbor or passageway with a roof or trellis work on which clinging plants are grown.

Proposed Definition

Pergola. A freestanding arbor or passageway with a permanently partially open roof or trellis work on which clinging plants are grown.

Enclosed Porch

Proposed Definition

Enclosed Porch. A porch with exterior walls that are or can be at least 50% enclosed with screens or windows.

2. Proposed change to exemptions from Residential Review Permit requirement:

Currently, *Section 42-6 Residential Review permit – When required* exempts "Street-facing, single-story porches that are more than 50 percent open at the perimeter."

Staff proposes that this exemption be amended as: "Street-facing, single-story porches. Enclosed porches are not exempt."

RECOMMENDATION

Staff recommends that the Planning Commission discuss the proposed amendments and recommend approval of Ordinance No. 699 to the City Council.

Attachments

Ordinance No. 699

Item: 10.a.

ITEM REPORT

To: City Council
From: Jenny Palmer, Finance Director
Meeting Date: August 3, 2026
Department/Office: Finance
Item Name: Resolution 2026-40 Issuing 2026C General Obligation (GO) Bonds - 8:00 PM

Summary:
The Resolution before City Council awards the sale of $7,030,000 General Obligation Bonds, Series 2026C to finance projects related to street and utility replacement on Third and Center Streets and Division Street water main lining. The resolution provided in this packet is the "form" of the resolution and does not include final pricing information. After bids are received at 10:00 a.m., on August 3, 2026, Northland and Taft Law will finalize the debt service schedules and Award Resolution. The final Awarding Resolution will be provided to the City Council at the meeting.

Jessica Green with Northland Securities will be attending the meeting with an update for the City Council.

Recommended Action:
Adopt Resolution No. 2026-40—A Resolution Awarding the Sale of $7,030,000 General Obligation Bonds, Series 2026C.

Budget:

Attachments:
1. Resolution 2026-40

EXTRACT OF MINUTES OF A MEETING
CITY COUNCIL OF THE
CITY OF EXCELSIOR, MINNESOTA

HELD: AUGUST 3, 2026

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Excelsior, Hennepin County, Minnesota, was duly held at the City Hall on August 3, 2026, at 6:30 P.M., for the purpose, in part of authorizing the issuance and awarding the sale of $7,030,000 General Obligation Bonds, Series 2026C.

The following members were present:

and the following were absent:

Member _______________ introduced the following resolution and moved its adoption:

RESOLUTION NO. ___________

RESOLUTION AUTHORIZING THE ISSUANCE AND AWARDING THE SALE OF $7,030,000 GENERAL OBLIGATION BONDS, SERIES 2026C, PLEDGING FOR THE SECURITY THEREOF NET REVENUES AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City Council of the City of Excelsior (the "City") has heretofore determined and declared that it is necessary and expedient to issue $7,030,000 General Obligation Bonds, Series 2026C (the "Bonds" or individually a "Bond"), pursuant to Minnesota Statutes, Chapter 475; and

1. Section 444.075 to finance improvements to the municipal water system, sanitary sewer system and surface water system (the "Utility Improvements"); and

2. Section 475.58, Subdivision 3b to finance street reconstruction projects under the City's 5-Year Street Reconstruction Plan adopted on June 15, 2026 (the "Street Reconstruction Projects").

B. WHEREAS, the City owns and operates a municipal water system (the "Water System"), a municipal sanitary sewer system (the "Sanitary Sewer System"), and a municipal Surface Water system (the "Surface Water System," and together with the Water System and the Sanitary Sewer System, the "System"), as separate revenue producing public utilities; and

C. WHEREAS, the net revenues of the Water System and the Sanitary Sewer System are pledged to the payment of the City's outstanding General Obligation Revenue Note of 2014, in the original principal amount of $920,313, dated November 26, 2014 (the "Outstanding Water and Sanitary Sewer Note"); and

D. WHEREAS, the net revenues of the System are pledged to the payment of the City's outstanding (1) General Obligation Bonds, Series 2017A, in the original principal amount of

$3,970,000, of which a portion was designated the "Utility Portion" in the original principal amount of $2,520,000, dated June 14, 2017; (2) General Obligation Bonds, Series 2020A, in the original principal amount of $2,775,000, of which a portion was designated the "Utility Portion" in the original principal amount of $1,330,000, dated July 16, 2020; (3) General Obligation Bonds, Series 2021A, in the original principal amount of $6,920,000, of which a portion was designated the "System Portion" in the original principal amount of $2,890,000, dated August 19, 2021; and (4) General Obligation Bonds, Series 2026A, in the original principal amount of $4,835,000, of which a portion was designated the "Utility Revenue Portion" in the original principal amount of $3,370,000, dated August 20, 2026 (collectively, the "Outstanding Utility Bonds"); and

E. WHEREAS, on June 15, 2026, following duly published notice thereof, the City Council held a public hearing on the issuance of not to exceed approximately $3,975,000 principal amount of bonds to finance the Street Reconstruction Projects and all persons who wished to speak or provide written information relative to the public hearing were afforded an opportunity to do so; and

F. WHEREAS, no petition signed by voters equal to 5 percent of the votes cast in the City in the last municipal general election requesting a vote on the issuance of the street reconstruction bonds was filed with the City Clerk within 30 days after the public hearing on June 15, 2026; and

G. WHEREAS, the Street Reconstruction Portion of the Bonds, as hereinafter defined, together with any outstanding bonds of the City that are subject to the City's net debt limit, do not exceed the City's net debt limit; and

H. WHEREAS, the City has retained Northland Securities, Inc., in Minneapolis, Minnesota ("Northland"), as its independent municipal advisor for the sale of the Bonds and was therefore authorized to sell the Bonds by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9) and proposals to purchase the Bonds have been solicited by Northland; and

I. WHEREAS, the proposals set forth on Exhibit A attached hereto were received by the Finance Director, or designee, at the offices of Northland at 10:00 A.M. on the date hereof, pursuant to the Notice of Sale established for the Bonds; and

J. WHEREAS, it is in the best interests of the City that the Bonds be issued in book-entry form as hereinafter provided; and

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

1. Acceptance of Proposal. The proposal of ________________________ (the "Purchaser"), to purchase the Bonds, in accordance with the Notice of Sale, at the rates of interest hereinafter set forth, and to pay therefor the sum of $__________, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable proposal received, is hereby accepted and the Bonds are hereby awarded to the Purchaser. The Finance Director is directed to retain the deposit of the Purchaser.

2. Bond Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option; Debt Limitations. The Bonds shall be dated August 20, 2026, as the date of original issue and shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of $5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2028		2038	
2029		2039	
2030		2040	
2031		2041	
2032		2042	
2033		2043	
2034		2044	
2035		2045	
2036		2046	
2037		2047	

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

The Bonds, together with any outstanding bonds of the City that are subject to the City's net debt limit, do not exceed the City's net debt limit.

(b) Allocation. The aggregate principal amount of $___________ maturing in each of the years and amounts hereinafter set forth is issued to finance the Utility Improvements (the "Utility Revenue Portion" of the Bonds). The aggregate principal amount of $___________ maturing in each of the years and amounts hereinafter set forth is issued to finance the Street Reconstruction Projects (the "Street Reconstruction Portion" of the Bonds").

Year	Utility Revenue Portion	Street Reconstruction Portion	Total
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			

2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047

If Bonds are prepaid, the prepayments shall be allocated to the portions of debt service (and hence allocated to the payment of Bonds treated as relating to a particular portion of debt service) as provided in this paragraph. If the source of prepayment moneys is the general fund of the City, or other generally available source, including the levy of taxes, the prepayment may be allocated to any or all portions of debt service in such amounts as the City shall determine. If the source of a prepayment is excess net revenues of the System pledged to the Utility Improvements, the prepayment shall be allocated to the Utility Revenue Portion of debt service.

(c) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to the Holder or the Holders of the Bonds as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10 hereof, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(d) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.

(e) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Utility Revenue Portion of the Bonds shall provide funds to finance the Utility Improvements. The Street Reconstruction Portion of the Bonds shall provide funds to finance the Street Reconstruction Projects. The Utility Improvements and the Street Reconstruction Projects are herein referred to together as the Project. The total cost of the Project, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. The City covenants that it shall do all things and perform

all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2027, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

Maturity Year	Interest Rate	Maturity Year	Interest Rate
2028		2038	
2029		2039	
2030		2040	
2031		2041	
2032		2042	
2033		2043	
2034		2044	
2035		2045	
2036		2046	
2037		2047	

5. Redemption. All Bonds maturing on February 1, 2035 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2034, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each $5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. U.S. Bank Trust Company, National Association, in Saint Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor-paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the form set forth on Exhibit B attached hereto.

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and City Manager and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form set forth on Exhibit B attached hereto, shall have been duly executed by the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of August 20, 2026. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Finance Director is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15^{th}) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving

payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Finance Director to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby established a special fund to be designated "General Obligation Bonds, Series 2026C Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon have been fully paid. The Operation and Maintenance Account for the Water System, the Operation and Maintenance Account for the Sanitary Sewer System and the Operation and Maintenance for the Surface Water System (collectively, the "Operation and Maintenance Accounts") heretofore established by the City shall continue to be maintained in the manner heretofore and herein provided by the City. All moneys remaining after paying or providing for the items set forth in the resolutions establishing the Operation and Maintenance Accounts shall constitute and are referred to as "net revenues" until the Utility Revenue Portion of the Bonds has been paid. In such records there shall be established accounts of the Fund for the purposes and in the amounts as follows:

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds. From the Construction Account there shall be paid all costs of issuance of the Bonds and all costs and expenses of financing the Project, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Project there shall remain any unexpended balance in the Construction Account, the balance shall be transferred to the Debt Service Account.

(b) Debt Service Account. There shall be maintained separate subaccounts in the Debt Service Account to be designated the "Utility Improvements Debt Service Subaccount" and the "Street Reconstruction Projects Debt Service Subaccount." There are hereby irrevocably appropriated and pledged to, and there shall be credited to the separate subaccounts of the Debt Service Account:

(i) Utility Improvements Debt Service Subaccount. To the Utility Improvements Debt Service Subaccount there shall be credited: (A) the net revenues of the System not otherwise pledged and applied to the payment of other obligations of the City, in an amount, together with other funds which may herein or hereafter from time to time be irrevocably appropriated to the Utility Improvements Debt Service Subaccount, sufficient to meet the requirements of Minnesota Statutes, Section 475.61 for the payment of the principal and interest of the Utility Revenue Portion of the Bonds; (B) all collections of taxes which may hereafter be levied in the event that the net revenues of the System and other funds herein pledged to the payment of the principal and interest on the Utility Revenue Portion of the Bonds are insufficient therefore; (C) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (D) all investment earnings on funds held in the Utility Improvements Debt Service Subaccount; and (E) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Utility Improvements Debt Service Subaccount. The amount of any surplus remaining in the Utility Improvements Debt Service Subaccount when the Utility Revenue Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The Utility Improvements Debt Service Subaccount shall be used solely to pay the principal and interest on the Utility Revenue Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

(ii) Street Reconstruction Projects Debt Service Subaccount. To the Street Reconstruction Projects Debt Service Subaccount there shall be credited: (A) all collections of taxes herein or hereafter levied for the payment of the principal and interest on the Street Reconstruction Portion of the Bonds; (B) a pro rata share of all funds remaining in the Construction Account after completion of the Project and payment of the costs thereof; (C) all investment earnings on funds held in the Street Reconstruction Projects Debt Service Subaccount; and (D) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Street Reconstruction Projects Debt Service Subaccount. The amount of any surplus remaining in the Street Reconstruction Projects Debt Service Subaccount when the Street Reconstruction Portion of the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4. The Street Reconstruction Projects Debt Service Subaccount shall be used solely to pay the principal and interest on the Street Reconstruction Portion of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said subaccount as provided by law.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or $100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Account, Operation and Maintenance Accounts or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Covenants Relating to the Utility Revenue Portion of the Bonds.

(a) Sufficiency of Net Revenues; Coverage Test. It is hereby found, determined and declared that the net revenues of the System are sufficient in amount to pay when due the principal of and interest on the Utility Revenue Portion of the Bonds and the Outstanding Utility Bonds and a sum at least five percent in excess thereof. The net revenues of the Water System and the Sanitary Sewer System are sufficient in amount to pay when due the principal of and interest on the Outstanding Water and Sanitary Sewer Note and a sum at least five percent in excess thereof. The net revenues of the System are hereby pledged on a parity with the Outstanding Utility Bonds and the Outstanding Water and Sanitary Sewer Note for the payment of the Utility Revenue Portion of the Bonds and shall be applied for that purpose, but solely to the extent required to meet the principal and interest requirements of the Bonds as the same become due.

Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that the estimated net revenues of the System will be sufficient in addition to all other sources, for the payment of the Utility Revenue Portion of the Bonds and such additional obligations and any such pledge and appropriation of the net revenues may be made superior or subordinate to, or on a parity with the pledge and appropriation herein.

(b) Excess Net Revenues. Net revenues of the System in excess of those required for the foregoing may be used for any proper purpose.

(c) Covenant to Maintain Rates and Charges. In accordance with Minnesota Statutes, Section 444.075, the City hereby covenants and agrees with the Holders of the Bonds that it will impose and collect charges for the service, use, availability and connection to the System at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Utility Revenue Portion of the Bonds. Minnesota Statutes, Section 444.075, Subdivision 2, provides as follows: "Real estate tax revenues should be used only, and then on a temporary basis, to pay general or special obligations when the other revenues are insufficient to meet the obligations."

17. Covenants Relating to the Street Reconstruction Portion of the Bonds.

(a) Tax Levy. To provide moneys for payment of the principal and interest on the Street Reconstruction Portion of the Bonds there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

Year of Tax Levy	Year of Tax Collection	Amount

See Attached Schedule in Exhibit C

(b) Coverage Test. The tax levies are such that if collected in full they will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Street Reconstruction Portion of the Bonds. The tax levies shall be irrepealable so long as any of the Street Reconstruction Portion of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

18. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the net revenues of the System appropriated and pledged to the payment of principal and interest on the Utility Revenue Portion of the Bonds, together with other funds irrevocably appropriated to the Utility Improvements Debt Service Subaccount herein established, shall at any time be insufficient to pay such principal and interest when due, the City covenants and agrees to levy, without limitation as to rate or amount an ad valorem tax upon all taxable property in the City sufficient to pay such principal and interest as it becomes due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

19. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and City Manager of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

20. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

21. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Program"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Program; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Program, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Bonds, and (ii) a *de minimis* amount of Reimbursement Expenditures not in excess of the lesser of $100,000 or five percent of the proceeds of the Bonds.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds, and not later than 18 months after the later of (i) the date of the payment of the Reimbursement Expenditure, or (ii) the date on which the Program to which the Reimbursement Expenditure relates is first placed in service, but in no event more than three years after the date of payment of the Reimbursement Expenditure.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its bond counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

22. Certificate of Registration and Tax Levy. A certified copy of this resolution is hereby directed to be filed with the with the Auditor/Treasurer of Hennepin County, Minnesota, together with such other information as the Auditor/Treasurer shall require, and there shall be obtained from the Auditor/Treasurer a certificate that the Bonds have been entered in the Auditor/Treasurer's Bond Register and that the tax levy required by law has been made.

23. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to bond counsel, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

24. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

25. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States. The City expects to satisfy the twenty-four month exemption for gross proceeds of the Bonds as provided in Section 1.148-7(e) of the Regulations. The Mayor and/or City Manager and/or

Finance Director are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

26. No Designation of Qualified Tax-Exempt Obligations. The City will not designate the Bonds as "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Code.

27. Official Statement. The Official Statement relating to the Bonds prepared and distributed by Northland is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

28. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

29. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____________ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF EXCELSIOR

I, the undersigned, being the duly qualified and acting City Clerk of the City of Excelsior, Minnesota, do hereby certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to authorizing the issuance and awarding the sale of $7,030,000 General Obligation Bonds, Series 2026C.

WITNESS my hand on August 3, 2026.

____
Hilary Vokovan, City Clerk

EXHIBIT A

PROPOSALS

[To be supplied by Northland Securities, Inc.]

EXHIBIT B

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
HENNEPIN COUNTY
CITY OF EXCELSIOR

R-____ $_________

GENERAL OBLIGATION BOND, SERIES 2026C

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP
______%	February 1, 20__	August 20, 2026	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ____

The City of Excelsior, Hennepin County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, unless called for earlier redemption, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2027, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of U.S. Bank Trust Company, National Association, in Saint Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15^{th}) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2035, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2034, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each $5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of $7,030,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege, issued pursuant to and in full conformity with the Constitution, Charter of the Issuer and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on August 3, 2026 (the "Resolution"), for the purpose of providing money to finance (i) improvements to the municipal water system, sanitary sewer system and surface water system; and (ii) street reconstruction projects within the jurisdiction of the Issuer. This Bond is payable out of the General Obligation Bonds, Series 2026C Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Not Qualified Tax-Exempt Obligation. This Bond has not been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution, Charter of the Issuer and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; that the Issuer has covenanted and agreed with the Holders of the Bonds that it will impose and collect charges for the service, use and availability of its municipal water system, sanitary sewer system and surface water system (collectively, the "System") at the times and in amounts necessary to produce net revenues, together with other sums pledged to the payment of the Utility Revenue Portion of the Bonds, as defined in the Resolution, adequate to pay all principal and interest when due on the Utility Revenue Portion of the Bonds; and that the Issuer will levy a direct, annual, irrepealable ad valorem tax upon all of the taxable property of the Issuer, without limitation as to rate or amount, for the years and in amounts sufficient to pay the principal and interest on Utility Revenue Portion of the Bonds as they respectively become due, if the net revenues from the System, and any other sums irrevocably appropriated to the Debt Service Account are insufficient therefor; and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional, charter or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Excelsior, Hennepin County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Manager, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

____

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of the Bonds described in the Resolution mentioned within.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
Saint Paul, Minnesota,
Bond Registrar

By: ________________________
Authorized Signature

Registrable by: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

Payable at: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

CITY OF EXCELSIOR,
HENNEPIN COUNTY, MINNESOTA

[DO NOT SIGN THIS FORM OF BOND]
Mayor

[DO NOT SIGN THIS FORM OF BOND]
City Manager

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common
UTMA - ___________ as custodian for ______________
(Cust) (Minor)
under the _____________________ Uniform
(State)
Transfers to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto ____ the within Bond and does hereby irrevocably constitute and appoint _________________ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:_____________________ ______________________________

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: ____

____

____

(Include information for all joint owners if the Bond is held by joint account.)

EXHIBIT C

SCHEDULES

[To be supplied by Northland Securities, Inc.]

Item: 12.a.

ITEM REPORT

To: City Council
From: Kristi Luger, City Manager
Meeting Date: August 3, 2026
Department/Office: Administration
Item Name: 2027 Excelsior Fire District Budget and Capital Improvement Plan (CIP) - 8:15 PM

Summary:
On July 15, the Excelsior Fire District (EFD) Board recommended the 2027 proposed operating budget and capital improvement plan be forwarded with a 6.39% increase to the member City Councils for approval. The EFD funding formula is strictly based on tax capacity with Excelsior's share of the budget increasing by $23,103.76.

A copy of the 2027 proposed operating budget and capital improvement program is included in the packet. Interim Fire Chief Basinger will be at the meeting to answer any questions.

Recommended Action:
Approve the 2025 Excelsior Fire District operating budget and capital improvement program

Budget:

Attachments:
1. 2027 EXFD FINAL Budget for Council

Account Code	Account Code	Item	2025 Budget	*2025 Actual*	2026 Budget	2027 Budget	2027 Budget Change relative to 2026	% Change
Personal Services	**Personal Services**							
230-42200-101	230-42200-101	Employees Regular	521,986	*480,460.00*	641,549	788,187	146,638	**22.86%**
230-42200-103	230-42200-103	Part-Time Employees	34,221	*42,692.00*	35,927	21,559	-14,368	**-39.99%**
230-42200-106	230-42200-106	Firefighter's Salaries	689,650	*706,059.00*	713,688	742,497	28,809	**4.04%**
230-42200-121	230-42200-121	PERA	80,032	*80,788.00*	104,547	128,118	23,571	**22.55%**
230-42200-122	230-42200-122	FICA/MC	73,175	*70,991.00*	71,169	74,535	3,366	**4.73%**
230-42200-129	230-42200-129	State Fire Aid					0	
230-42200-131	230-42200-131	Health & Dental Insurance	82,461	*84,915.00*	114,895	151,810	36,915	**32.13%**
230-42200-133	230-42200-133	Life Insurance	1,115		1,115	1,115	0	**0.00%**
230-42200-151	230-42200-151	Worker's Comp	47,099	*39,963.00*	47,099	70,726	23,627	**50.16%**
		Total Personal Services	**1,529,738**	***1,505,868***	**1,729,989**	**1,978,548**	**248,559**	**14.37%**
Pension	**Pension**							
230-42200-170	230-42200-170	Fire Pension Contribution	231,000	*283,795.00*	268,550	295,405	26,855	**10.00%**
		Total Pension Contribution	**231,000**	***283,795.00***	**268,550**	**295,405**	**26,855**	**10.00%**
Supplies	**Supplies**							
230-42200-200	230-42200-200	Office Supplies	3,000.00	*3,115.00*	3,000	3,000	0	**0.00%**
230-42200-212	230-42200-212	Motor Fuels	25,000.00	*19,714.00*	20,000	25,000	5,000	**25.00%**
230-42200-217	230-42200-217	Clothing	45,971.00	*43,748.00*	44,570	45,364	794	**1.78%**
230-42200-220	230-42200-220	Repair/Maint. Supplies	15,000.00	*12,455.00*	12,250	12,250	0	**0.00%**
230-42200-221	230-42200-221	First Aid Supplies	6,000.00	*3,774.00*	6,000	6,000	0	**0.00%**
230-42200-222	230-42200-222	Firefighting Supplies	22,600.00	*23,871.00*	12,910	8,500	-4,410	**-34.16%**
230-42200-241	230-42200-241	Fire Prevention Tools	7,000.00	*5,610.00*	7,000	7,000	0	**0.00%**
		Total Supplies	**124,571**	***112,287.00***	**105,730**	**107,114**	**1,384**	**1.31%**
Professional Services	**Professional Services**							
230-42200-304	230-42200-304	Legal	6,000.00	*17,919.00*	3,000	3,000	0	**0.00%**
230-42200-307	230-42200-307	Fiscal Mgmt Fees	7,400.00	*6,665.00*	7,400	7,400	0	**0.00%**
230-42200-311	230-42200-311	Auditing	18,860.00	*15,500.00*	18,860	17,260	-1,600	**-8.48%**
230-42200-312	230-42200-312	Refuse & Recycling	3,600.00	*4,525.00*	3,600	5,500	1,900	**52.78%**
230-42200-313	230-42200-313	Janitorial Services	5,000.00	*3,679.00*	3,000	3,000	0	**0.00%**
230-42200-318	230-42200-318	Medical Fees	13,000.00	*5,300.00*	12,000	12,000	0	**0.00%**
230-42200-319	230-42200-319	Other Prof. Services	17,800.00	*19,225.00*	14,800	26,800	12,000	**81.08%**
		Total Prof. Services	**71,660**	***72,813.00***	**62,660**	**74,960**	**12,300**	**19.63%**
ther Services and Charge	**Other Services and Charges**							
230-42200-321	230-42200-321	Telephone	25,450.00	*16,642.00*	18,500	30,600	12,100	**65.41%**
230-42200-322	230-42200-322	Postage	600.00	*609.00*	600	700	100	**16.67%**
230-42200-323	230-42200-323	Radio Units	42,650.00	*40,483.00*	42,650	43,550	900	**2.11%**
	230-42200-330	Recruitment/Retention	25,000.00	*13,961.00*	25,000	25,000	0	**0.00%**
230-42200-331	230-42200-331	Conferences	20,250.00	*11,991.00*	16,250	16,250	0	**0.00%**
230-42200-332	230-42200-332	Mileage	1,500.00	*492.00*	1,000	1,000	0	**0.00%**
230-42200-333	230-42200-333	Meeting Expenses	5,500.00	*2,394.00*	4,000	4,000	0	**0.00%**
230-42200-334	230-42200-334	Training & Schools	28,500.00	*34,208.00*	28,500	28,500	0	**0.00%**
230-42200-350	230-42200-350	Printing & Publishing	1,700.00	*1,264.00*	1,475	1,475	0	**0.00%**
230-42200-360	230-42200-360	Insurance	35,000.00	*33,274.00*	35,000	54,506	19,506	**55.73%**
230-42200-381	230-42200-381	Electric Utilities	40,000.00	*32,826.00*	35,000	35,000	0	**0.00%**
230-42200-383	230-42200-383	Gas Utilities	21,000.00	*17,200.00*	19,000	19,000	0	**0.00%**
230-42200-386	230-42200-386	Other Utilities	2,500.00	*3,089.00*	3,000	3,100	100	**3.33%**
230-42200-401	230-42200-401	Contracted Repairs	28,100.00	*27,169.00*	30,800	29,050	-1,750	**-5.68%**
230-42200-404	230-42200-404	Machinery/Equipment	52,255.00	*34,531.00*	52,255	52,255	0	**0.00%**
230-42200-405	230-42200-405	Other Maintenance	25,050.00	*8,224.00*	20,325	17,725	-2,600	**-12.79%**
230-42200-430	230-42200-430	Misc Expenses	1,726.00	*2,894.00*	750	750	0	**0.00%**
230-42200-433	230-42200-433	Dues and Subscriptions	21,705.00	*16,147.00*	34,210	40,563	6,353	**18.57%**
		Total Other Services	**378,486**	***297,398.00***	**368,315**	**403,024**	**34,709**	**9.42%**
		Total Operating Budget	**2,335,455**	***2,272,161.00***	**2,535,244**	**2,859,051**	**323,807**	**12.77%**
Capital Outlay	**Capital Outlay**							
230-42200-560	230-42200-720	CIP Tranfer	225,000.00	*255000.00*	450,605	399,355	-51,250	**-11.37%**
230-42200-720	230-42200-560	Building Fund Transfer	30,000.00		30,000		-30,000	**-100.00%**
230-42200-720	230-42200-720	Facilities Transfer	0.00		0		0	
		Total Capital Outlay	**255,000**	***255000.00***	**480,605**	**399,355**	-81,250	**-16.91%**
							0	
Total Fund 230	**Total Fund 230**	**Fire Operating Expenses**	**2,590,455**	***2527161.00***	**3,015,849**	**3,258,406**	242,557	**8.04%**
Operating Revenues	**Operating Revenues**							
230-33400	230-33400	State Fire Aid	231,000	*283,795.00*	268,550	295,405	26,855	**10.00%**
230-34202	230-34202	Municipal Fire Contracts (Cities' Contribution)	2,304,733.00	*2,304,733.00*	2,725,948	2,900,151	174,203	**6.39%**
230-36210	230-36210	Interest Earnings	1,100.00	*2,061.00*	1,100	1,100	0	**0.00%**
230-36228	230-36228	Refunds & Reimbursements	5,000.00	*25,012.00*	5,000	46,500	41,500	**830.00%**
230-36230	230-36230	Donations	2,500.00	*30,207.00*	2,500	2,500	0	**0.00%**
230-36230	230-36230	Shared Services Income	0.00		0	0	0	
230-39203	230-39203	Special Event Permits	12,750.00	*12,712.00*	12,750	12,750	0	**0.00%**
230-39203	230-39203	Transfers	0.00		0	0	0	
		Total Operating Revenues	**2,557,083**	***2,658,520.00***	**3,015,848**	**3,258,406**	242,558	**8.04%**
		Balance	**-33,372**		**-1**	**0**		
		Balance January 1st	**363,817**					
		Balance December 31st						
		Unassigned Fund Balance %						

2027 CIP																												
Equipment Item	Date Aquired	Original Cost	Life Bench mark	Proj Repl Date	Proj Equip Costs	Proj Finance Costs	Proj Apparatus Costs	Total Costs	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046
APPARATUS																												
Fire Marshal	2021	20,000	5	**2026**	10,000	-	50,000	**60,000**	10,500	10,500	10,500	10,500	10,000	8,000	8,000	8,000	8,000											
Chief 1	2022	20,000	5	**2026**	7,500	-	60,000	**67,500**	10,500	10,500	10,500	10,500	10000	8,000	8,000	8,000	8,000											
Chief 2 (becomes R21 in 2027, new squad leased)	2019	40,000	10	**2027**	10,000	-	60,000	**70,000**	25,000	11,250	11,250	11,250	11,250	10,000	9,000	9,000	9,000											
Utility 11	2021	55,000	7	**2028**	5,000	-	55,000	**60,000**	10,050	20,000	8,000	8,000	8,000	8,000	22,500	8,000	8,000											
Rescue 12 - Ford F 250 (currently owned)	2019	48,000	10	**2029**	5,000	-	55,000	**60,000**			15,000	11,250	11,250	11,250	11,250	10,000	7,500											
#30 - DO/R21 (owned, sell in 2027 #32 becomes R21)			5	**2030**	5,000	-	55,000	**60,000**			15,000	11,250	11,250	11,250	11,250	10,000	7,500											
Duty Officer	2025	12,000	5	**2030**	5,000	-	50,000	**55,000**	10,722	10,722	10,722	13500	8,500	8,500	8,500	8,500	10,000											
ATV - John Deere Gator (not planning to replace)	2014	17,663	15	**2029**	-	-		**-**																				
#18 - Engine 21	2002	309,000	26	**2028**	35,000	68,125	1,000,000	**1,103,125**		278,169	278,169	278,169	278,169	278,169														
#19 - Tanker 11	2002	181,000	31	**2033**	25,000		500,000	**525,000**							125,000	100,000	100,000	100,000	100,000									
#27 - Engine 22	2013	425,000	25	**2038**	35,000	95,000	850,000	**980,000**												205,000	170,000	170,000	170,000	170,000				
#29 - Ladder 11	2018	762,000	25	**2043**	35,000	97,225	1,200,000	**1,332,225**																				
#37 - Engine 11	2025	327,000	23	**2048**	30,000	70,000	700,000	**800,000**	177,333																			
LSU Trailer	2017	12,000	20	**2037**	15,000	-	15,000	**30,000**											30,000									
ATV - Ranger	2024	30,000	20	**2044**	5,000	-	35,000	**40,000**																		40,000		
Trailer - Ranger	2024	1,700	20	**2044**	-	-	5,000	**5,000**																		5,000		
Marine 1 (motors and electronics at 20)	2022	225,000	20	**2042**	100,000	-		**100,000**																100,000				
Boat Trailer - Marine 1	2022	5,000	20	**2042**	-	-	8,000	**8,000**																8,000				
Boat 12 (motor & misc. equipment)		8,000		**2035**	15,000	-	-	**15,000**									15,000											
Boat Trailer - Boat 12		2,000		**2035**	-	-	2,000	**2,000**									2,000											
								-																				
Total Apparatus Expenses									**244,105**	**341,141**	**359,141**	**354,419**	**348,419**	**343,169**	**203,500**	**161,500**	**175,000**	**100,000**	**130,000**	**205,000**	**170,000**	**170,000**	**170,000**	**278,000**	**-**	**45,000**	**-**	**-**
EQUIPMENT																												
Air Pack (SCBA) Replacement (15 year)	2026	350,000	15	**2041**	350,000			**350,000**		25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000					
SCBA Compressor Station 1	2026	40,000	30	**2056**	55,000			**55,000**																				
Circle Air Washer	2026	30,000	20	**2046**	30,000			**30,000**																				
Extrication Tools	2021	29,239	10	**2031**	30,000			**30,000**			10,000	10,000	10,000															30,000
Defibrillators (10)	2025	8,000	10	**2035**	10,000			**10,000**									10,000											
Thermal Imaging Cameras (TICs)					3,200			**3,200**	3,200	3,200	3,200	3,200	3,200	3,200														
4-gas & single-gas monitors					850			**850**	850	850	850	850	850	850														
Hose & nozzles					7,500			**7,500**	7,500	7,500	7,500	7,500	7,500	7,500														
Lucas CPR Device	2025	53,000	10	**2035**	60,000			**60,000**									60,000											
KnoxBox	2024	25,000	25	**2049**				-																				
Training Equipment								**-**		5,000	5,000	5,000	5,000	5,000	5,000													
								-																				
Total Equipment Expenses									**11,550**	**41,550**	**51,550**	**51,550**	**51,550**	**41,550**	**30,000**	**25,000**	**95,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	**-**	**-**	**-**	**-**	**30,000**
BUILDING																												
Station 1																												
Roof Repairs (flat roofs 2027)									35,000																			
Garage Doors/Openers (2 per year)									8,000																			
Carbon Monoxide/Nitrogen Oxide Sensors									5,200																			
Server/IT/Hardware upgrades									15,000																			
Mobile Data Computer Devices (2) (communicates with dispatch)									5,500																			
Uniterrupted Power Supply									75,000																			
Potential bond payment beginning 2028 (in addition to truck)										100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000											
Station 2																												
Total Building Expenses									**143,700**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Total Expenses									**399,355**	**482,691**	**510,691**	**505,969**	**499,969**	**484,719**	**333,500**	**286,500**	**370,000**	**125,000**	**155,000**	**230,000**	**195,000**	**195,000**	**195,000**	**278,000**	**-**	**45,000**	**-**	**30,000**

City	2024 Budget	2025 Budget	2026 Budget	2027 Budget	Increase	Operations Increase	Capital Increase	Total % Increase
Deephaven	$602,750.84	$668,375.13	$790,888.40	$854,744.27	$63,855.87	13.14%	-15.59%	8.07%
Excelsior	$255,873.60	$291,777.47	$359,207.56	$382,311.32	$23,103.76	11.42%	-16.87%	6.43%
Greenwood	$175,164.94	$190,284.24	$215,159.84	$244,289.20	$29,129.36	18.86%	-11.32%	13.54%
Shorewood	$746,361.43	$843,578.15	$982,406.12	$1,025,765.75	$43,359.63	9.31%	-18.45%	4.41%
Tonka Bay	$273,849.19	$310,718.01	$378,286.08	$393,040.10	$14,754.02	8.77%	-18.85%	3.90%
Total Contribution	$2,054,000.00	$2,304,733.00	$2,725,948.00	$2,900,150.65	$174,202.65	11.38%	-16.91%	6.39%

	Operations		Capital	
	2026 Operations	**2027 Operations**	2026 Capital	**2027 Captial**
Deephaven	$651,449.00	**$737,044.73**	$139,440.00	**$117,699.54**
Excelsior	$295,877.00	**$329,666.49**	$63,331.00	**$52,644.83**
Greenwood	$177,226.00	**$210,650.22**	$37,934.00	**$33,638.98**
Shorewood	$809,201.00	**$884,516.30**	$173,206.00	**$141,249.45**
Tonka Bay	$311,591.00	**$338,917.90**	$66,695.00	**$54,122.20**
TOTAL	$2,245,344.00	**$2,500,795.65**	$480,606.00	**$399,355.00**

Item: 12.b.

THE CITY OF EXCELSIOR MINNESOTA

ITEM REPORT

To: City Council
From: Kristi Luger, City Manager
Meeting Date: August 3, 2026
Department/Office: Administration
Item Name: Presentation from Interim Fire Chief Basinger Regarding the Haskell's Fire - 8:30 PM

Summary:
Interim Fire Chief Basinger will be at the meeting to give a presentation regarding the fire that occurred at Haskell's in May.

Recommended Action:
No action. Information only.

Budget:

Attachments:
1. 1 Water Street Presentation

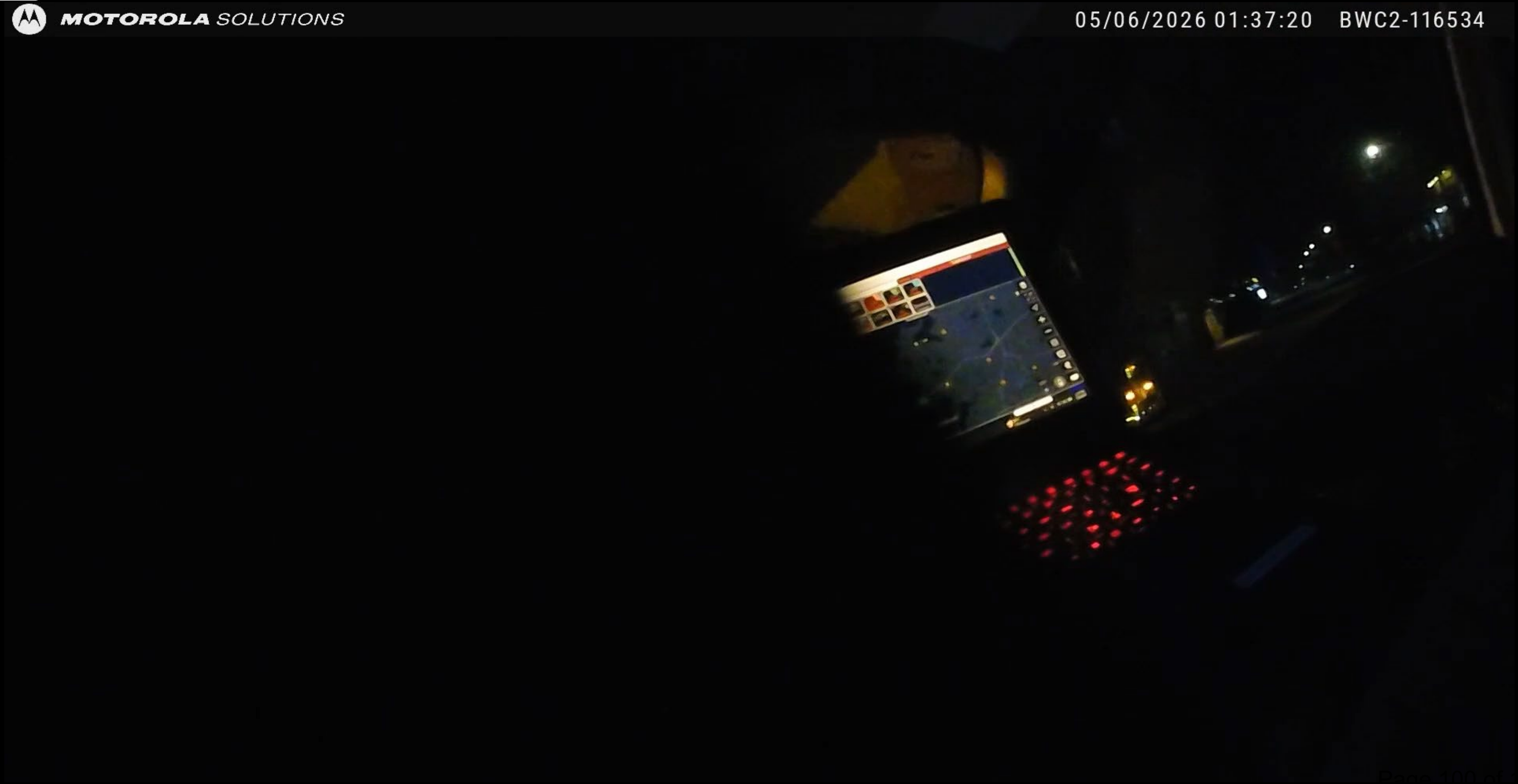
HASKELL'S
PORT OF EXCELSIOR

AFTER ACTION REVIEW

DISPATCH AND INITIAL RADIO TRAFFIC

FIRE DISPATCH

SLMPD BODY CAM



BC2 DASH CAM

INCIDENT OVERVIEW

DATE & TIME

05/06/2026
01:33AM - SLMPD
01:37AM - EXFD

LOCATION

1 Water Street
Excelsior, MN

CALL TYPE

Burglary Alarm – SLMPD
Business Fire - EXFD

Number of Agencies

13

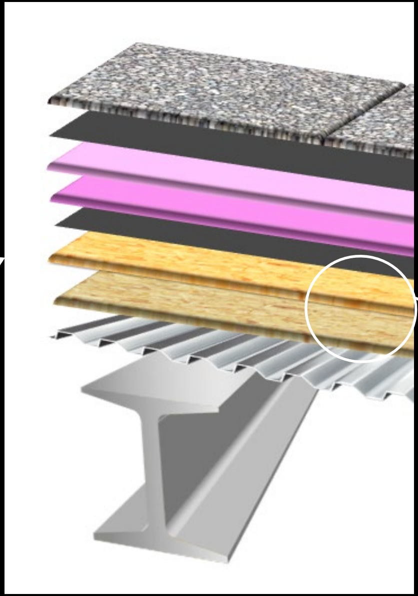
INCIDENT TIMELINE

01:33	SLMPD notified of burglary alarm activated
01:36	SLMPD on scene. Updated dispatch while coming down Water Street.
01:37:55	Fire page: Excelsior Fire All Call, Minnetonka Fire for an engine and BC.
01:41:01	EXFD Battalion Chief 2 arrives, gives size up, requests second alarm
01:43:10	EXFD Engine 11 arrives with a crew of 3, pulls attack lines, hooks hydrant
01:45:38	EXFD Chief 1 arrives, assumes command
01:45:45	First water applied
15:52:26	All EXFD units clear

VICTORIA FD DRONE

VICTORIA FD DRONE

ROOF CONSTRUCTION



LADDER 11

LADDER 11

LADDER 11


EXCELSIOR FIRE DISTRICT
WATER ST
Bayshore Manor
FINE WINES & S

LADDER 11

RESPONSE

EXFD RESPONSE

16 personnel on initial response (5 in-station)

- Chief 1
- *Battalion 2
- *Engine 11 (3)
- Engine 21 (4)
- **Engine 22 (2)
- Ladder 11 (4)
- Utility 11 (1)

*Staffed at Station 1

**Staffed at Station 2

EXTERNAL RESPONSE

- Minnetonka
  - Engine 3, Battalion Chief 2 (auto-aid)
  - Ladder 1, Chief 1, Air truck (2nd alarm)
- Hopkins – Engine 1, Chief 1
- Mound – Engine 11
- Shoreline – Engine 12, Chief 1, Chief 4
- Chanhassen – Chief 3, Engine 1
- Golden Valley – LSU, Battalion Chief 1
- Hennepin County Fire Investigation Team
- South Lake Minnetonka PD
- Deephaven PD
- Wayzata PD
- Hennepin Ambulance, Supervisor
- Victoria – Drone Operator

WHAT WORKED WELL

Battalion Chief and Duty Crew Staffing

Battalion Chief and E11 crew were staffed at Station 1. Water on the fire in less than 8 minutes from time of page.

Coordination with PD

SLMPD had good positioning – did not obstruct fire apparatus access. Good communication with command.

Apparatus Placement

Perfect positioning by E11 – nosed into hydrant, stretched off rear, left room for ladder(s). BC2 placement – dash cam.

Mutual Aid

Auto aid and mutual aid response was fast. Interagency support has grown and operations have become more consistent.

Use of Resources

BC2 requested Victoria Drone. Firefighters were creative accessing problematic areas and maximizing apparatus capabilities.

AREAS FOR IMPROVEMENT

Utilize Rehab

Not many crews went through rehab. This should be standard practice on all fires.

Crew Integrity/PAR Boards

Ensure PAR boards are brought to assigned area or left on officer's floorboard. Crews remaining together throughout.

360 Update Over Radio

Discussed face-to-face. Should have been aired over the radio with reaffirmation of strategy and accountability location.

Perimeter

Establish a perimeter/barrier sooner.

KEY TAKEAWYS

TIC Use - Division Boss and Safety Officers

TIC use by division boss and safety officers identified the metal joists were beginning to sag and the roof was starting to fail. Unable to see this through the smoke. Made for an informed decision as to when to go defensive.

Knowing Apparatus

E11 position for fastest deployment and water supply. L11 use for initial and standby operations.

Persistence of Crews

Crews stood by and continued to pick away at the problematic areas, finding solutions to safely make access (duct taped knife to pike pole, L11 ladder for safe access to collapsed roof). Prevented a re-kindle. Enabled additional salvage.

Review and Adapt Continuously

Every incident reveals gaps that routine inspections miss. Use the AAR process as a catalyst for policy updates, training refreshers, and system upgrades. Build a culture where feedback drives improvement.

INVESTIGATION

Conducted by: Hennepin County Fire Investigation Team; Excelsior Fire District Fire Marshal

AREA OF ORIGIN

With a high degree of certainty, the area of origin was the Bravo side exterior of the structure in the area adjacent to the primary restaurant entrance.

IGNITION SOURCE

Undetermined. There is a high likelihood of an improperly disposed cigarette in the planter as the ignition source, which then ignited the peat moss soil and then the wood trellis. However, no remnants of smoking materials were found in the immediate area of origin. It is possible smoking materials were entirely consumed by fire, or were washed away during defensive firefighting operations.

DETECTION SYSTEMS PRESENT

None. No detectors. No sprinklers. Alarm was motion detection only.

Item: 14.a.

THE CITY OF EXCELSIOR MINNESOTA

ITEM REPORT

To: City Council
From: Cari Lindberg, Assistant City Manager
Meeting Date: August 3, 2026
Department/Office: Administration
Item Name: Scheduling City Ice Cream Social and City Council Training

Summary:
In 2019, the City held an ice cream social in the Commons to connect with the community. As part of the City's communication efforts, the City Council discussed holding an ice cream social in the fall with a potential date of Monday, September 14, 2026. The Council should discuss whether to schedule it on this date or select a different date.

The City Attorney would also like to hold a special work session with the City Council to discuss the process of making findings of fact in considering land use applications and other quasi-judicial decisions. This meeting would be a special work session outside the regular meeting calendar. The Council should discuss potential dates for this special work session.

Recommended Action:
Schedule a date for the City ice cream social.
Schedule a date for the special work session regarding land use applications.

Budget:

Attachments:
None