EXCELSIOR FIRE DISTRICT

Proudly serving the communities of: Deephaven, Excelsior, Greenwood, Shorewood, & Tonka Bay

Excelsior Fire District Board Meeting
Wednesday, November 18, 2026
6:00 pm
Excelsior Fire District - EOC (Station 1)

Meeting Agenda

1. Call to Order

2. Approval of Agenda

3. Approval of Meeting Minutes (September 2026)

4. Consent Agenda
   a. Monthly Fire District Administrative Reports – September/October 2026
   b. Report of the Operating Committee minutes – October 2026
   c. Administrative Consultant Contract
   d. Resolution 26-006

5. Matters from the Floor

6. Report Agenda
   a. Fire Chief: Fire District Report/Major All calls/Staffing update.

7. Unfinished Business

8. New Business
   a. Bonding for building projects – Mayor Jennings

9. Next Fire Board Meeting, January 20, 2027, at 18:00.

10. Adjourn

Excelsior Fire District Board **24100 Smithtown Road**
EXFD Governing Board Meeting **Shorewood, Minnesota**
Wednesday, September 23, 2026 **6:00 P.M.**

MINUTES

1. CALL TO ORDER

Chair Gallagher called the meeting to order at 6:00 P.M.

ROLL CALL

Present: Excelsior Fire District (EXFD) Boardmembers: Chair Gallagher, Maddy, Jewett, and Broas.

Also present: Excelsior Fire District Interim Fire Chief Basinger; Deephaven Administrator Madsen; Shorewood City Administrator Nevinski; Tonka Bay City Administrator Peters; Excelsior City Manager Luger.

Absent: Boardmember Caron.

2. APPROVAL OF AGENDA

Jewett moved, Broas seconded, approving the EXFD Governing Board meeting agenda, as presented. Motion passed 4/0.

3. APPROVAL OF MINUTES

A. July 2026, EXFD Board Minutes

Jewett moved, Broas seconded, approving the EXFD Board Work Session Minutes of June 2026, with the corrections. Motion passed 4/0.

4. CONSENT AGENDA

A. Disposal, Recycling, and Auction of Out-of-Service Equipment Memos
B. Monthly Fire District Administrative Reports – July/August 2026
C. Report of the Operating Committee Minutes – July/August 2026

Jewett moved, Broas seconded, approving the Consent Agenda, items A through C, as presented. Motion passed 4/0.

5. MATTERS FROM THE FLOOR

No one wished to address the EXFD Board.

6. REPORT AGENDA

A. Fire Chief: Fire District Report/ Major All calls/Staffing update

Interim Fire Chief Basinger noted in the packet that there were July and August calls per city listed, and previously discussed those numbers with the Operating Committee. Duty Officer time is not included in

that report; these numbers are true firefighter call response times. The numbers will be compared in six and 12 months to recognize trends and possibly make improvements.

Boardmember Jewett asked for an explanation on the Duty Officer times being taken out of the report.

Interim Fire Chief Basinger confirmed it was just the Duty Crew times that were shown in the report.

Boardmember Jewett asked if the time should be under two minutes for Duty Crew response time. Interim Fire Chief Basinger confirmed that is correct.

Interim Fire Chief Basinger noted that the administrative report with the dispatch in-route and on-scene numbers does capture the Duty Officer, which shows how long it takes from a 911 call to an officer showing up on scene, which is under six minutes.

Interim Fire Chief Basinger added there was one major all-call with a garage fire in Deephaven this week; no injuries were reported.

Boardmember Jewett asked what the on-scene time was for Station Two to get to that fire. Interim Fire Chief Basinger stated that response time was six minutes from dispatch time; the Duty Officer was there in two minutes.

Chair Gallagher asked if the Hennepin County Fire Investigation Team was requested to investigate.

Interim Fire Chief Basinger stated that the investigation of the fire started quickly and was straightforward.

Interim Fire Chief Basinger added that the staffing update includes losing one firefighter who moved, bringing the total to 43, with five who have conditional offers and are going through the background process, and two for upcoming interviews.

Boardmember Jewett asked if staffing will reach 50. Interim Fire Chief Basinger stated the Department will be at 50 for a short amount of time.

B. ADMINISTRATIVE CONSULTANT

Interim Fire Chief Basinger stated an offer was made to Kevin Walsh for the Administrative Consultant position, and a contract is being drafted.

Chair Gallagher asked if the contract is still being negotiated. Interim Fire Chief Basinger confirmed that is correct.

C. ASSISTANT CHIEF/FIRE MARSHAL

Interim Fire Chief Basinger stated that three applicants have been interviewed for the Assistant Chief and Fire Marshall position and two emerged strongly. A conditional offer was sent to one of them recently. He added that an Open House is scheduled for next Thursday, October 1, and welcomed the Board to come down and visit.

Boardmember Jewett asked if any of the applicants came because of the signage for firefighters wanted outside of Station 2.

Interim Fire Chief Basinger stated he was unsure, but applicants were vetted based on how close they live to Station 2.

7. UNFINISHED BUSINESS

A. BUDGET UPDATE/UPS

Interim Fire Chief Basinger noted that the budget was passed, the capital budget was passed, and two cities voted to exclude the Fire Department's portion of anticipated UPS costs. The revised budget has been sent to all Board members. The UPS was approved on the Police Department's side, including their portion of the UPS system. The Fire Department will have to be mindful of the system if they lose power, and discussions are ongoing with the Police Chief on the Police Department's needs and the EOC common space.

Boardmember Jewett asked what the next step is. Interim Fire Chief Basinger stated it would come down to having a conversation with Police Chief Ballsrud on whether or not a building-wide backup system is needed, because the Fire Department can rely on battery backups.

Boardmember Maddy asked if each city needs to speak to their Mayors and ask Police Chief Ballsrud to keep the UPS system only in the Police Department.

Interim Fire Chief Basinger stated that conversations need to happen with Fire Chief Ballsrud to understand the implications of the UPS system, and that the Fire Department does not need it.

Mr. Madsen noted that conversations are happening with the Operating Committee about the UPS system, and that Police Chief Ballsrud could submit a memo outlining the need for the UPS system.

8. NEW BUSINESS

A. SELF-ASSESSMENT PRESENTATION

Interim Fire Chief Basinger noted that providing hard data to justify budgets, equipment purchases, and Board decisions will replace guesswork and help the Department uphold national standards with the Center for Public Safety Excellence (CPSE). Shift deployment and staffing decisions should be based on response times, shift demands, and the true number of firefighters needed on-scene. He suggested using community risk assessments to also guide upcoming budgeting, capital expenditures, and long-term planning.

Chair Gallagher asked if Interim Chief Basinger would go through the process with the Battalion Chiefs. Interim Chief Basinger stated Chief Spinks would help with the training portion and training improvements, while Chief Walsh would help with Emergency Management. Chair Gallagher asked if it is typically $700 a year, and if that is paid every year. Interim Fire Chief Basinger stated that it is a one-time fee.

Chair Gallagher asked if that fee allows the Department to register to have access to that toolbox for training, if it is required, and if it has ever been utilized before. Interim Fire Chief Basinger responded that, to his knowledge, it has not, and there is no requirement; it is just access to the tools and assessment manual with no expiration. Chair Gallagher stated she liked the idea because it provides a standard and a framework because Boards are going to come and go.

Interim Fire Chief Basinger stated that was the plan, since there was no plan or trajectory for the Chief and the Board previously.

Boardmember Jewett asked if this came out of a training seminar in July. Interim Fire Chief Basinger stated he did learn about the CPSE accreditation process while he was there, and spoke with other fire departments that implemented it and recommended it. Boardmember Jewett asked if any departments in Minnesota have been accredited. Interim Fire Chief Basinger confirmed that all of the fire departments he spoke with that were accredited were out of state.

Boardmember Jewett asked if peer reviews had to be done by someone from somewhere else. Interim Fire Chief Basinger stated it would be internal peer reviews, and if the Department wants to get accredited, those peer reviews would be done by other similar-sized fire departments across the country.

Boardmember Jewett asked if getting accredited with the CPSE helps the Fire Department's insurance rating. Interim Fire Chief Basinger noted he had the same question, but accreditation has nothing to do with insurance premiums; it is about self-assessment, but accreditation for the Department is not necessary and would be a big undertaking.

Chair Gallagher asked if the next steps are broken down quarterly or monthly. Interim Fire Chief Basinger stated that the CPSE would provide that guidance, but staffing will be the first priority.

Chair Gallagher asked if the Board needs to vote on this. Interim Fire Chief Basinger stated that the Board does not need to vote on it; this is how the Fire Department will move forward and look ahead.

Mr. Broas thanked Interim Fire Chief Basinger for the information.

Boardmember Maddy stated it sounds like a good plan for improvement, and accreditation might be part of the marketing budget, but the Board three years from now can make that decision.

Chair Gallagher noted this seems like a good framework and road map for the Department, especially as new people come on to the Board to maintain consistency.

Boardmember Jewett added that as the Department has evolved, this framework makes sense for financial and budget decisions. Interim Fire Chief Basinger agreed that it will help, because the Department will be provided with crossover spreadsheets to gather data about finances to determine what will be applicable for the Department.

9. NEXT MEETING

A. Fire Board Meeting November 18, 2026, at 18:00

Chair Gallagher confirmed the next meeting will be on November 18, 2026, at 6:00 PM.

10. ADJOURNMENT

(1:06:22) Maddy moved, Jewett seconded, to adjourn the EXFD Governing Board Meeting of June 24, 2026, at 7:06 P.M. Motion passed 4/0.

September Call Information

Total Calls	110
Duty Crew	27
Non Duty Crew	69
Duty Officer Only	12
Info Only	2

		Monthly Average		
		90th%	Median	Mean
Non-Duty Crew	In Service	6:55	2:38	3:45
	At Scene	12:34	7:39	8:05
Duty Crew Hours	In Serivce	3:22	1:37	1:54
	At Scene	8:50	6:28	6:15

Call Types Per City

		Deephaven	Excelsior	Greenwood	Shorewood	Tonka Bay	Mutual Aid
	Total Calls	**10**	**27**	**5**	**59**	**9**	**0**
NERIS Call Types	Medical	5	16	2	35	6	
	False Alarm/Cxl	1	5	0	4	1	
	Hazardous Situation	1	1	1	8	0	
	Public Service	2	3	2	9	1	
	Fire	1	0	0	2	0	
	Rescue	0	0	0	1	1	
	None	0	2	0	0	0	

Call Times Per City (Emergent Only)

Deephaven	# of calls		Median	FF/Call
Non Duty Crew hours	4	In Service	2:35	11.5
		On Scene	7:55	
Duty Crew hours	1	In Service	1:04	
		On Scene	4:27	

Excelsior	# of calls		Median	FF/Call
Non Duty Crew hours	10	In Service	3:23	7.1
		On Scene	7:04	
Duty Crew hours	8	In Service	1:26	
		On Scene	6:03	

Greenwood	# of calls		Median	FF/Call
Non Duty Crew hours	2	In Service	1:10	7.5
		On Scene	4:08	
Duty Crew hours	0	In Service	-	
		On Scene	-	

Shorewood	# of calls		Median	FF/Call
Non Duty Crew hours	30	In Service	2:36	8.9
		On Scene	8:01	
Duty Crew hours	12	In Service	1:58	
		On Scene	7:36	

Tonka Bay	# of calls		Median	FF/Call
Non Duty Crew hours	6	In Service	3:14	8.7
		On Scene	6:01	
Duty Crew hours	1	In Service	0:47	
		On Scene	3:39	

Legend

Times

Excludes DO calls, DO times, routine calls
90th% = "guarnteed" time
Median = doesn't factor in "outliers"
Mean = true average of every call

Call Types

Medical: any medical-related call, excluding lift assists
False Alarm/Cxl: No incident found or FD not needed
Hazardous Situation: power lines, gas odors/leaks, motor vehicle accidents
Rescue: Water incidents, vehicle extrication, eleveator rescue
Public Service: lift assists, assiting PD
Fire: smoke calls, strucutre fire, vehicle fire, grass fire, etc.
None: Utility work, test, misc. notification

October Call Information

Total Calls	121
Duty Crew	36
Non Duty Crew	62
Duty Officer Only	11
Info Only	12

		Monthly Average (Emergent Only)		
		90th%	Median	Mean
Non-Duty Crew	In Service	7:51	2:15	3:39
	At Scene	12:06	6:24	7:23
Duty Crew Hours	In Serivce	2:30	1:46	1:50
	At Scene	8:52	6:22	6:10

Call Types Per City

		Deephaven	Excelsior	Greenwood	Shorewood	Tonka Bay	Mutual Aid
	Total Calls	**27**	**25**	**5**	**48**	**14**	**2**
NERIS Call Types	Medical	8	13	4	23	8	
	False Alarm/Cxl	5	2	1	6	1	
	Hazardous Situation	4	1	0	6	2	
	Public Service	5	4	0	7	1	
	Fire	0	1	0	1	0	
	Rescue	0	0	0	1	1	
	None	5	4	0	4	1	

Legend

Times

Excludes DO calls, DO times, routine calls
90th% = "guarnteed" time
Median = doesn't factor in "outliers"
Mean = true average of every call

Call Types

Medical: any medical-related call, excluding lift assists
False Alarm/Cxl: No incident found or FD not needed
Hazardous Situation: power lines, gas odors/leaks, motor vehicle accidents
Rescue: Water incidents, vehicle extrication, eleveator rescue
Public Service: lift assists, assiting PD
Fire: smoke calls, strucutre fire, vehicle fire, grass fire, etc.
None: Utility work, test, misc. notification

Call Times Per City (Emergent Only)

Deephaven	# of calls		Median	FF/Call
Non Duty Crew hours	7	In Service	5:13	6.1
		On Scene	8:37	
Duty Crew hours	7	In Service	1:51	
		On Scene	7:14	

Excelsior	# of calls		Median	FF/Call
Non Duty Crew hours	10	In Service	1:56	8.1
		On Scene	5:24	
Duty Crew hours	6	In Service	1:32	
		On Scene	4:23	

Greenwood	# of calls		Median	FF/Call
Non Duty Crew hours	2	In Service	0:53	4.5
		On Scene	4:10	
Duty Crew hours	1	In Service	2:05	
		On Scene	6:39	

Shorewood	# of calls		Median	FF/Call
Non Duty Crew hours	16	In Service	2:55	6.8
		On Scene	6:09	
Duty Crew hours	15	In Service	1:50	
		On Scene	5:56	

Tonka Bay	# of calls		Median	FF/Call
Non Duty Crew hours	9	In Service	1:38	7.6
		On Scene	6:15	
Duty Crew hours	1	In Service	1:00	
		On Scene	2:11	

Excelsior Fire District
Administrative Report
September 2026

	CALL INFORMATION								CALL/CITY						BUDGET INFORMATION							AVERAGES		
MONTH	CALL TOTAL	# MEDICALS	# FALSE ALARM/CXL	# HAZARDOUS	# FIRE	# PUBLIC SERVICE	# NONE	# RESCUES	DEEPHAVEN	EXCELSIOR	GREENWOOD	SHOREWOOD	TONKA BAY	MUTUAL AID	FF CALL HOURS	FF CALL $ ($22/HR)	TRAIN HOURS	FF TRAINING $ ($22/HR)	DUTY CREW $	OVERNIGHT DC $	WEEKEND OVERNIGHT DC $	DISPATCH TO ENROUTE	DISPATCH TO AT SCENE	FFs PER CALL
January	98	67	22	6		2	1		11	29	4	47	5	1	472	10,384.00	248	5,456.00	16,188.00	7,725.71	4,800.00	1.96	5.48	9.4
February	77	40	25	6	2	2	2		16	15	2	35	8	1	327	7,194.00	324	7,128.00	13,813.50	7,040.00	3,600.00	1.8	6.53	7.3
March	112	61	23	16	4	5	2	1	26	29	5	45	4	3	528	11,616.00	206	4,532.00	15,198.00	8,000.00	4,000.00	1.85	5.76	8.4
April	92	50	18	7	6	8	3		23	30	5	29	3	2	488	10,736.00	538	11,836.00	15,069.00	7,520.00	3,700.00	2.08	6.15	10.2
May	140	71	21	14	14	16	3	1	36	31	7	53	9	4	700	15,400.00	328	7,216.00	14,133.24	6,880.00	3,900.00	1.9	6.16	7.6
June	123	54	28	28	4	5	3	1	37	31	10	29	13	3	644	14,168.00	325.5	7,161.00	13,238.50	7,120.00	3,400.00	1.82	5.7	8.9
July	152	71	17	26	8	23	2	5	38	51	9	42	9	3	632	13,904.00	284	6,248.00	15,538.50	7,200.00	3,600.00	1.96	6.02	7.3
August	113	61	17	15	2	15	2	1	17	35	6	40	13	2	456	10,032.00	552.5	12,155.00	14,758.50	7,200.00	3,900.00	1.75	5.73	7.1
September	111	64	12	11	3	17	2	2	10	30	4	59	8	0	519	11,418.00	417	9,174.00	12,491.00	7,200.00	3,400.00	1.82	5.22	8.4
October																0.00		0.00						
November																0.00		0.00						
December																0.00		0.00						
TOTALS	**1018**	**539**	**183**	**129**	**43**	**93**	**20**	**11**	**214**	**281**	**52**	**379**	**72**	**19**	**4,766**	**104,852.00**	**3,223**	**70,906.00**	**130,428.24**	**65,885.71**	**34,300.00**	**1.88**	**5.86**	**8.29**
Sept 2025 TOTALS	113	77	13		23				22	33	4	47	6	1	770	15,400.00	495	9,900.00	12,901.00	8,080.00	3,900.00	1.98	4.44	7.88
2025 YTD TOTALS	1003	686	90		227				190	287	57	391	62	16	6070	121,400.00	4891	97,825.00	129,247.50	78,800.00	38,900.00	2.03	4.11	7.65

Call Types

Medical: any medical-related call, excluding lift assists
False Alarm/Cxl: No incident found or FD not needed
Hazardous Situation: power lines, gas odors/leaks, motor vehicle accidents
Public Service: lift assists, assisting PD
Fire: smoke calls, structure fire, vehicle fire, grass fire, etc.
None: Utility work, test, misc. notification

Payroll YTD:

FF Call	$ 104,852.00
Training Hrs	$ 70,906.00
Officer Stipend Pay YTD	$ 16,180.53
DO Pay YTD	$ 12,890.73
Special Pay YTD	$ 25,175.50
Weekend Overnight DC YTD	$ 34,300.00
Overnight DC YTD	$ 65,885.71
last Month Payroll total:	$ 54,049.07
Monthly Payroll Total	$ 49,028.07
YTD Payroll	**$ 462,676.71**

Payroll Monthly:

Officer monthly Stipend	$ 1,505.74
DO Monthly Pay	$ 1,033.33
Special Pay Monthly	$ 2,068.00
ESST	$ 738.00
	$ 5,345.07

Excelsior Fire District
Administrative Report
October 2026

	CALL INFORMATION								CALL/CITY						BUDGET INFORMATION							AVERAGES		
MONTH	CALL TOTAL	# MEDICALS	# FALSE ALARM/CXL	# HAZARDOUS	# FIRE	# PUBLIC SERVICE	# NONE	# RESCUES	DEEPHAVEN	EXCELSIOR	GREENWOOD	SHOREWOOD	TONKA BAY	MUTUAL AID	FF CALL HOURS	FF CALL $ ($22/HR)	TRAIN HOURS	FF TRAINING $ ($22/HR)	DUTY CREW $	OVERNIGHT DC $	WEEKEND OVERNIGHT DC $	DISPATCH TO ENROUTE	DISPATCH TO AT SCENE	FFs PER CALL
January	98	67	22	6		2	1		11	29	4	47	5	1	472	10,384.00	248	5,456.00	16,188.00	7,725.71	4,800.00	1.96	5.48	9.4
February	77	40	25	6	2	2	2		16	15	2	35	8	1	327	7,194.00	324	7,128.00	13,813.50	7,040.00	3,600.00	1.8	6.53	7.3
March	112	61	23	16	4	5	2	1	26	29	5	45	4	3	528	11,616.00	206	4,532.00	15,198.00	8,000.00	4,000.00	1.85	5.76	8.4
April	92	50	18	7	6	8	3		23	30	5	29	3	2	488	10,736.00	538	11,836.00	15,069.00	7,520.00	3,700.00	2.08	6.15	10.2
May	140	71	21	14	14	16	3	1	36	31	7	53	9	4	700	15,400.00	328	7,216.00	14,133.24	6,880.00	3,900.00	1.9	6.16	7.6
June	123	54	28	28	4	5	3	1	37	31	10	29	13	3	644	14,168.00	325.5	7,161.00	13,238.50	7,120.00	3,400.00	1.82	5.7	8.9
July	152	71	17	26	8	23	2	5	38	51	9	42	9	3	632	13,904.00	284	6,248.00	15,538.50	7,200.00	3,600.00	1.96	6.02	7.3
August	113	61	17	15	2	15	2	1	17	35	6	40	13	2	456	10,032.00	552.5	12,155.00	14,758.50	7,200.00	3,900.00	1.75	5.73	7.1
September	111	64	12	11	3	17	2	2	10	30	4	59	8	0	519	11,418.00	417	9,174.00	12,491.00	7,200.00	3,400.00	1.82	5.22	8.4
October	121	56	15	13	4	17	14	2	24	30	5	48	12	2	493	10,846.00	312.5	6,875.00	14,063.50	7,200.00	4,100.00	1.83	5.83	8.7
November																0.00		0.00						
December																0.00		0.00						
TOTALS	**1139**	**595**	**198**	**142**	**47**	**110**	**34**	**13**	**238**	**311**	**57**	**427**	**84**	**21**	**5,259**	**115,698.00**	**3,536**	**77,781.00**	**144,491.74**	**73,085.71**	**38,400.00**	**1.88**	**5.86**	**8.33**
Oct 2025 TOTALS	134	82	21		31				21	42	10	46	10	1	593	11,860.00	557	11,140.00	12,697.00	7,920.00	4,300.00	1.89	3.74	6.07
2025 YTD TOTALS	1137	768	111		258				211	329	67	437	72	17	6663	133,260.00	5448	108,965.00	141,944.50	86,720.00	43,200.00	2.02	4.08	7.49

Call Types

Medical: any medical-related call, excluding lift assists
False Alarm/Cxl: No incident found or FD not needed
Hazardous Situation: power lines, gas odors/leaks, motor vehicle accidents
Public Service: lift assists, assisting PD
Fire: smoke calls, structure fire, vehicle fire, grass fire, etc.
None: Utility work, test, misc. notification

Payroll YTD:

FF Call	$ 115,698.00
Training Hrs	$ 77,781.00
Officer Stipend Pay YTD	$ 17,686.27
DO Pay YTD	$ 14,203.23
Special Pay YTD	$ 31,001.00
Weekend Overnight DC YTD	$ 38,400.00
Overnight DC YTD	$ 73,085.71
last Month Payroll total:	$ 49,028.07
Monthly Payroll Total	$ 51,728.24
YTD Payroll	**$ 514,404.95**

Payroll Monthly:

Officer monthly Stipend	$ 1,505.74
DO Monthly Pay	$ 1,312.50
Special Pay Monthly	$ 5,825.50
ESST	$ -
	$ 8,643.74

Memo

To: Excelsior Fire District Fire Board and Operating Committee

From: Interim Fire Chief Basinger

Date: 11/12/2026

Re: October Budget vs Actual (snapshot) Report

At the end of October, our operating expenses were at 83.00% of the budget, and overall expenses, including capital outlays, were at 89.70% of the budget. Revenues were at 93.3% of the budget.

Of note:

- The CIP Transfer is at 133.3% ($150,239 over). I believe this is due mostly to the sale of R11 for $100k being factored into the 2026 budget to offset the SCBA costs, but it was realized in the 2025 budget and is part of the Unassigned Balance (reserve fund). Additionally, the Deephaven pre-payment for the SCBA is also in the Unassigned Balance. If both of those amounts were to be applied to the CIP, that line item would be on budget.

EXCELSIOR FIRE DISTRICT
2026 Operating Budget SNAPSHOT
9/30/2026

Account Code	Item	2024 Budget	*2024 Actual*	2025 Budget	*2025 Actual*	2026 Budget	2026 Monthly	2026 YTD	% of Budget	YTD Variance Over (Under)
Personal Services										
230-42200-101	Employees Regular	343617.80	*301,315.00*	521,986	*480,460.00*	641,549	41,719.75	391,900.41	61.1%	-249,648
230-42200-103	Part-Time Employees	32596.20	*31,816.00*	34,221	*42,692.00*	35,927	0.00	2,559.80	7.1%	-33,367
230-42200-106	Firefighter's Salaries	581610.60	*733,221.00*	689,650	*706,059.00*	713,688	53,588.40	511,473.35	71.7%	-202,215
230-42200-121	PERA	54438.15	*48,148.00*	80,032	*80,788.00*	104,547	12,833.50	69,672.67	66.6%	-34,874
230-42200-122	FICA/MC	55874.41	*64,076.00*	73,175	*70,991.00*	71,169	5,035.67	48,837.85	68.6%	-22,331
230-42200-129	State Fire Aid									
230-42200-131	Health & Dental Insurance	55975.00	*44,907.00*	82,461	*84,915.00*	114,895	5,229.95	70,850.71	61.7%	-44,044
230-42200-133	Life Insurance	892.00	*278.00*	1,115	*756.00*	1,115	5.40	61.29	5.5%	-1,054
230-42200-151	Worker's Comp	47099.36	*32,518.00*	47,099	*39,963.00*	47,099	0.00	58,362.00	123.9%	11,263
	Total Personal Services	**1,172,104**	***1,256,279***	**1,529,738**	***1,506,624***	**1,729,988**	**118,413**	**1,153,718**	**66.7%**	**-576,270**
Pension										
230-42200-170	Fire Pension Contribution	220000.00	*244,137.00*	231,000	*283,795.00*	268,550		314,861	117.2%	46,311
	Total Pension Contribution	**220,000**	***244,137.00***	**231,000**	***283,795.00***	**268,550**	**0**	**314,861**	**117.2%**	**46,311**
Supplies										
230-42200-200	Office Supplies	3000.00	*2,974.00*	3,000.00	*3,115.00*	3,000	280.95	902.30	30.1%	-2,098
230-42200-212	Motor Fuels	25000.00	*20,533.00*	25,000.00	*19,714.00*	20,000	1,739.79	18,765.17	93.8%	-1,235
230-42200-217	Clothing	45971.00	*43,576.00*	45,971.00	*43,748.00*	44,570	150.31	28,727.26	64.5%	-15,843
230-42200-220	Repair/Maint. Supplies	11200.00	*9,120.00*	15,000.00	*12,455.00*	12,250	425.61	7,791.15	63.6%	-4,459
230-42200-221	First Aid Supplies	6000.00	*8,535.00*	6,000.00	*3,774.00*	6,000	0.00	2,708.67	45.1%	-3,291
230-42200-222	Firefighting Supplies	13000.00	*8,516.00*	22,600.00	*23,871.00*	12,910	91.72	7,837.23	60.7%	-5,073
230-42200-241	Fire Prevention Tools	7000.00	*6,463.00*	7,000.00	*5,610.00*	7,000	2,537.25	2,612.25	37.3%	-4,388
	Total Supplies	**111171.00**	***99,717.00***	**124,571**	***112,287.00***	**105,730**	**5,226**	**69,344**	**65.6%**	**-36,386**
Professional Services										
230-42200-304	Legal	6000.00		6,000.00	*17,919.00*	3,000	1,551.25	18,473.12	615.8%	15,473
230-42200-307	Fiscal Mgmt Fees	8060.00	*5,537.00*	7,400.00	*6,665.00*	7,400	757.62	3,891.29	52.6%	-3,509
230-42200-311	Auditing	18860.00	*15,425.00*	18,860.00	*15,500.00*	18,860	0.00	12,685.00	67.3%	-6,175
230-42200-312	Refuse & Recycling	3000.00	*3,537.00*	3,600.00	*4,525.00*	3,600	0.00	3,242.13	90.1%	-358
230-42200-313	Janitorial Services	3000.00	*1,993.00*	5,000.00	*3,679.00*	3,000	0.00	1,898.60	63.3%	-1,101
230-42200-318	Medical Fees	13000.00	*11,292.00*	13,000.00	*5,300.00*	12,000	0.00	1,259.36	10.5%	-10,741
230-42200-319	Other Prof. Services	34300.00	*14,623.00*	17,800.00	*19,225.00*	14,800	5,857.74	18,482.42	124.9%	3,682
	Total Prof. Services	**86220.00**	***52,407.00***	**71,660**	***72,813.00***	**62,660**	**8,167**	**59,932**	**95.6%**	**-2,728**
Other Services and Charges										
230-42200-321	Telephone	25450.00	*15,779.00*	25,450.00	*16,642.00*	18,500	1,906.38	12,735.50	68.8%	-5,765
230-42200-322	Postage	600.00	*621.00*	600.00	*609.00*	600	82.00	449.97	75.0%	-150
230-42200-323	Radio Units	42650.00	*35,369.00*	42,650.00	*40,483.00*	42,650	2,318.82	18,849.77	44.2%	-23,800
230-42200-330	Recruitment/Retention	25000.00	*33,266.00*	25,000.00	*13,961.00*	25,000	5,533.00	12,759.12	51.0%	-12,241
230-42200-331	Conferences	15250.00	*19,776.00*	20,250.00	*11,991.00*	16,250	490.00	5,224.51	32.2%	-11,025
230-42200-332	Mileage	1500.00	*872.00*	1,500.00	*492.00*	1,000	0.00	535.70	53.6%	-464
230-42200-333	Meeting Expenses	5500.00	*4,799.00*	5,500.00	*2,394.00*	4,000	0.00	1,183.34	29.6%	-2,817
230-42200-334	Training & Schools	28500.00	*11,267.00*	28,500.00	*34,208.00*	28,500	980.00	6,593.80	23.1%	-21,906
230-42200-350	Printing & Publishing	1400.00	*345.00*	1,700.00	*1,264.00*	1,475	135.77	632.40	42.9%	-843
230-42200-360	Insurance	28300.00	*24,326.00*	35,000.00	*33,274.00*	35,000	0.00	49,551.00	141.6%	14,551
230-42200-381	Electric Utilities	40000.00	*29,893.00*	40,000.00	*32,826.00*	35,000	7,429.18	22,373.63	63.9%	-12,626
230-42200-383	Gas Utilities	21000.00	*16,398.00*	21,000.00	*17,200.00*	19,000	846.49	10,848.47	57.1%	-8,152
230-42200-386	Other Utilities	2310.00	*2,655.00*	2,500.00	*3,089.00*	3,000	194.00	2,281.18	76.0%	-719
230-42200-401	Contracted Repairs	28100.00	*38,912.00*	28,100.00	*27,169.00*	30,800	935.81	20,325.36	66.0%	-10,475
230-42200-404	Machinery/Equipment	49255.00	*63,330.00*	52,255.00	*34,531.00*	52,255	554.84	100,125.17	191.6%	47,870
230-42200-405	Other Maintenance	24050.00	*16,955.00*	25,050.00	*8,224.00*	20,325	295.00	7,244.23	35.6%	-13,081
230-42200-430	Misc Expenses	1226.00	*2,033.00*	1,726.00	*2,894.00*	750	867.00	31,522.21	4203.0%	30,772
230-42200-433	Dues and Subscriptions	16005.00	*19,502.00*	21,705.00	*16,147.00*	34,210	174.00	33,852.46	99.0%	-358
	Total Other Services	**356096.00**	***336,098.00***	**378,486**	***297,398.00***	**368,315**	**22,742**	**337,088**	**91.5%**	**-31,227**
	Total Operating Budget	**1945590.52**	***1,988,638.00***	**2,335,455**	***2,272,917.00***	**2,535,243**	**154,547**	**1,934,943**	**76.3%**	**-600,300**
Capital Outlay										
230-42200-720	CIP Tranfer	285000.00	*285000.00*	225,000.00	*307159.85*	450,605	6,289.71	596,722.71	132.4%	146,118
230-42200-560	Building Fund Transfer	24000.00	*24000.00*	30,000.00	*13910.94*	30,000	0.00	0.00	0.0%	-30,000
230-42200-720	Facilities Transfer	0.00	*0.00*	0.00		0				0
	Total Capital Outlay	**309000.00**	***309000.00***	**255,000**	***321070.79***	**480,605**	**6,290**	**596,723**	**124.2%**	**116,118**
Total Fund 230	**Fire Operating Expenses**	**2254590.52**	***2297638.00***	**2,590,455**	***2593987.79***	**3,015,848**	**160,837**	**2,531,666**	**83.9%**	**-484,182**
Operating Revenues										
230-33400	State Fire Aid	220,000	*244,137.00*	231,000	*283,795.00*	268,550		314,861.16	117.2%	46,311
230-34202	Municipal Fire Contracts	2,054,000	*2,054,000.00*	2,304,733.00	*2,487,247.00*	2,725,948	658,309.00	2,543,434.11	93.3%	-182,514
230-36210	Interest Earnings	1,100	*6,221.00*	1,100.00	*2,061.00*	1,100	785.14	5,424.55	493.1%	4,325
230-36228	Refunds & Reimbursements	5,000	*17,002.00*	5,000.00	*37,807.00*	5,000	7,661.51	138,994.80	2779.9%	133,995
230-36230	Donations	2000	*4,755.00*	2,500.00	*30,207.00*	2,500	0.00	7,200.00	288.0%	4,700
230-36230	Shared Services Income	0		0.00		0				0
230-39203	Special Event Permits	10,000	*11,340.00*	12,750.00		12,750	320.00	6,150.00	48.2%	-6,600
230-39203	Transfers	0		0.00		0				0
	Total Operating Revenues	**2,292,100**	***2,337,455.00***	**2,557,083**	***2,841,117.00***	**3,015,848**	**667,076**	**3,016,065**	**100.0%**	**217**
	Balance			**-33,372**		**0**	**506,239**	**484,399**		**0**
	Balance January 1st		***323,919***		***363,817***	**495,033**		**0**		
	Balance December 31st		***363,817***		***495,033***	**495,033**		**484,399**		
	Unassigned Fund Balance %		**17.75%**		**22.05%**					

Rochelle Johnson: Curt vacation pay out $25,608

Rochelle Johnson: Additional payment due for recoding of firefighters from volunteer to non-volunteer per League of MN Cities

Rochelle Johnson: Payment received from SLMPD for $16,313. Applied to refunds/reimbursements per ABDO

Rochelle Johnson: payment to E21 damages

Rochelle Johnson: Soldo Consulting Invoice $10,000 Kraus Anderson $9000 Mailbox Repair $4399.20

Rochelle Johnson: Echo Data $6000 Lexipol (policies & manuals $9931.43

Rochelle Johnson: CIP has sale of R11 for $100,000; however, we sold R11 in 2025

Rochelle Johnson: all reimbursement checks per ABDO - check from LofMC for E21 damage

EXCELSIOR FIRE DISTRICT
2026 Operating Budget SNAPSHOT
10/31/2026

Account Code	Item	2024 Budget	*2024 Actual*	2025 Budget	*2025 Actual*	2026 Budget	2026 Monthly	2026 YTD	% of Budget	YTD Variance Over (Under)
Personal Services										
230-42200-101	Employees Regular	343617.80	*301,315.00*	521,986	*480,460.00*	641,549	66,693.87	458,594.28	71.5%	-182,955
230-42200-103	Part-Time Employees	32596.20	*31,816.00*	34,221	*42,692.00*	35,927	0.00	2,559.80	7.1%	-33,367
230-42200-106	Firefighter's Salaries	581610.60	*733,221.00*	689,650	*706,059.00*	713,688	48,501.56	559,974.91	78.5%	-153,713
230-42200-121	PERA	54438.15	*48,148.00*	80,032	*80,788.00*	104,547	4,898.86	74,571.53	71.3%	-29,975
230-42200-122	FICA/MC	55874.41	*64,076.00*	73,175	*70,991.00*	71,169	5,165.87	54,003.72	75.9%	-17,165
230-42200-129	State Fire Aid									
230-42200-131	Health & Dental Insurance	55975.00	*44,907.00*	82,461	*84,915.00*	114,895	4,854.29	75,705.00	65.9%	-39,190
230-42200-133	Life Insurance	892.00	*278.00*	1,115	*756.00*	1,115	5.40	66.69	6.0%	-1,048
230-42200-151	Worker's Comp	47099.36	*32,518.00*	47,099	*39,963.00*	47,099	0.00	58,362.00	123.9%	11,263
	Total Personal Services	**1,172,104**	***1,256,279***	**1,529,738**	***1,506,624***	**1,729,988**	**130,120**	**1,283,838**	**74.2%**	**-446,150**
Pension										
230-42200-170	Fire Pension Contribution	220000.00	*244,137.00*	231,000	*283,795.00*	268,550		314,861	117.2%	46,311
	Total Pension Contribution	**220,000**	***244,137.00***	**231,000**	***283,795.00***	**268,550**	**0**	**314,861**	**117.2%**	**46,311**
Supplies										
230-42200-200	Office Supplies	3000.00	*2,974.00*	3,000.00	*3,115.00*	3,000	477.88	1,380.18	46.0%	-1,620
230-42200-212	Motor Fuels	25000.00	*20,533.00*	25,000.00	*19,714.00*	20,000	2,413.97	21,179.14	105.9%	1,179
230-42200-217	Clothing	45971.00	*43,576.00*	45,971.00	*43,748.00*	44,570	1,563.17	30,290.43	68.0%	-14,280
230-42200-220	Repair/Maint. Supplies	11200.00	*9,120.00*	15,000.00	*12,455.00*	12,250	459.81	8,250.96	67.4%	-3,999
230-42200-221	First Aid Supplies	6000.00	*8,535.00*	6,000.00	*3,774.00*	6,000	0.00	2,708.67	45.1%	-3,291
230-42200-222	Firefighting Supplies	13000.00	*8,516.00*	22,600.00	*23,871.00*	12,910	0.00	7,837.23	60.7%	-5,073
230-42200-241	Fire Prevention Tools	7000.00	*6,463.00*	7,000.00	*5,610.00*	7,000	1,499.24	4,111.49	58.7%	-2,889
	Total Supplies	**111171.00**	***99,717.00***	**124,571**	***112,287.00***	**105,730**	**6,414**	**75,758**	**71.7%**	**-29,972**
Professional Services										
230-42200-304	Legal	6000.00		6,000.00	*17,919.00*	3,000	697.50	19,170.62	639.0%	16,171
230-42200-307	Fiscal Mgmt Fees	8060.00	*5,537.00*	7,400.00	*6,665.00*	7,400	777.08	4,668.37	63.1%	-2,732
230-42200-311	Auditing	18860.00	*15,425.00*	18,860.00	*15,500.00*	18,860	0.00	12,685.00	67.3%	-6,175
230-42200-312	Refuse & Recycling	3000.00	*3,537.00*	3,600.00	*4,525.00*	3,600	68.79	3,310.92	92.0%	-289
230-42200-313	Janitorial Services	3000.00	*1,993.00*	5,000.00	*3,679.00*	3,000	0.00	1,898.60	63.3%	-1,101
230-42200-318	Medical Fees	13000.00	*11,292.00*	13,000.00	*5,300.00*	12,000	0.00	1,259.36	10.5%	-10,741
230-42200-319	Other Prof. Services	34300.00	*14,623.00*	17,800.00	*19,225.00*	14,800	797.26	19,279.68	130.3%	4,480
	Total Prof. Services	**86220.00**	***52,407.00***	**71,660**	***72,813.00***	**62,660**	**2,341**	**62,273**	**99.4%**	**-387**
Other Services and Charges										
230-42200-321	Telephone	25450.00	*15,779.00*	25,450.00	*16,642.00*	18,500	1,389.45	14,124.95	76.4%	-4,375
230-42200-322	Postage	600.00	*621.00*	600.00	*609.00*	600	14.98	464.95	77.5%	-135
230-42200-323	Radio Units	42650.00	*35,369.00*	42,650.00	*40,483.00*	42,650	2,348.80	21,198.57	49.7%	-21,451
230-42200-330	Recruitment/Retention	25000.00	*33,266.00*	25,000.00	*13,961.00*	25,000	877.00	13,636.12	54.5%	-11,364
230-42200-331	Conferences	15250.00	*19,776.00*	20,250.00	*11,991.00*	16,250	2,980.44	8,204.95	50.5%	-8,045
230-42200-332	Mileage	1500.00	*872.00*	1,500.00	*492.00*	1,000	960.64	1,496.34	149.6%	496
230-42200-333	Meeting Expenses	5500.00	*4,799.00*	5,500.00	*2,394.00*	4,000	66.29	1,249.63	31.2%	-2,750
230-42200-334	Training & Schools	28500.00	*11,267.00*	28,500.00	*34,208.00*	28,500	2,851.33	9,445.13	33.1%	-19,055
230-42200-350	Printing & Publishing	1400.00	*345.00*	1,700.00	*1,264.00*	1,475	44.47	676.87	45.9%	-798
230-42200-360	Insurance	28300.00	*24,326.00*	35,000.00	*33,274.00*	35,000	0.00	49,551.00	141.6%	14,551
230-42200-381	Electric Utilities	40000.00	*29,893.00*	40,000.00	*32,826.00*	35,000	3,192.42	25,566.05	73.0%	-9,434
230-42200-383	Gas Utilities	21000.00	*16,398.00*	21,000.00	*17,200.00*	19,000	609.83	11,458.30	60.3%	-7,542
230-42200-386	Other Utilities	2310.00	*2,655.00*	2,500.00	*3,089.00*	3,000	2,540.28	4,821.46	160.7%	1,821
230-42200-401	Contracted Repairs	28100.00	*38,912.00*	28,100.00	*27,169.00*	30,800	599.31	20,924.67	67.9%	-9,875
230-42200-404	Machinery/Equipment	49255.00	*63,330.00*	52,255.00	*34,531.00*	52,255	10,955.37	111,080.54	212.6%	58,826
230-42200-405	Other Maintenance	24050.00	*16,955.00*	25,050.00	*8,224.00*	20,325	516.68	7,760.91	38.2%	-12,564
230-42200-430	Misc Expenses	1226.00	*2,033.00*	1,726.00	*2,894.00*	750	0.00	31,522.21	4203.0%	30,772
230-42200-433	Dues and Subscriptions	16005.00	*19,502.00*	21,705.00	*16,147.00*	34,210	36.00	33,888.46	99.1%	-322
	Total Other Services	**356096.00**	***336,098.00***	**378,486**	***297,398.00***	**368,315**	**29,983**	**367,071**	**99.7%**	**-1,244**
	Total Operating Budget	**1945590.52**	***1,988,638.00***	**2,335,455**	***2,272,917.00***	**2,535,243**	**168,858**	**2,103,801**	**83.0%**	**-431,442**
Capital Outlay										
230-42200-720	CIP Tranfer	285000.00	*285000.00*	225,000.00	*307159.85*	450,605	4,120.87	600,843.58	133.3%	150,239
230-42200-560	Building Fund Transfer	24000.00	*24000.00*	30,000.00	*13910.94*	30,000	0.00	0.00	0.0%	-30,000
230-42200-720	Facilities Transfer	0.00	*0.00*	0.00		0				0
	Total Capital Outlay	**309000.00**	***309000.00***	**255,000**	***321070.79***	**480,605**	**4,121**	**600,844**	**125.0%**	**120,239**
Total Fund 230	**Fire Operating Expenses**	**2254590.52**	***2297638.00***	**2,590,455**	***2593987.79***	**3,015,848**	**172,979**	**2,704,644**	**89.7%**	**-311,203**
Operating Revenues										
230-33400	State Fire Aid	220,000	*244,137.00*	231,000	*283,795.00*	268,550		314,861.16	117.2%	46,311
230-34202	Municipal Fire Contracts	2,054,000	*2,054,000.00*	2,304,733.00	*2,487,247.00*	2,725,948	0.00	2,543,434.11	93.3%	-182,514
230-36210	Interest Earnings	1,100	*6,221.00*	1,100.00	*2,061.00*	1,100	1,410.07	6,834.62	621.3%	5,735
230-36228	Refunds & Reimbursements	5,000	*17,002.00*	5,000.00	*37,807.00*	5,000	19,975.00	158,969.80	3179.4%	153,970
230-36230	Donations	2000	*4,755.00*	2,500.00	*30,207.00*	2,500	500.00	7,700.00	308.0%	5,200
230-36230	Shared Services Income	0		0.00		0				0
230-39203	Special Event Permits	10,000	*11,340.00*	12,750.00		12,750	4,160.00	10,230.00	80.2%	-2,520
230-39203	Transfers	0		0.00		0				0
	Total Operating Revenues	**2,292,100**	***2,337,455.00***	**2,557,083**	***2,841,117.00***	**3,015,848**	**26,045**	**3,042,030**	**100.9%**	**26,182**
	Balance			**-33,372**		**0**	**-146,934**	**337,385**		**0**
	Balance January 1st		***323,919***		***363,817***	**495,033**		**0**		
	Balance December 31st		***363,817***		***495,033***	**495,033**		**337,385**		
	Unassigned Fund Balance %		**17.75%**		**22.05%**					

Rochelle Johnson: Curt vacation pay out $25,608

Rochelle Johnson: Additional payment due for recoding of firefighters from volunteer to non-volunteer per League of MN Cities

Rochelle Johnson: Payment received from SLMPD for $16,313. Applied to refunds/reimbursements per ABDO

Rochelle Johnson: payment to E21 damages

Rochelle Johnson: Soldo Consulting Invoice $10,000 Kraus Anderson $9000 Mailbox Repair $4399.20

Rochelle Johnson: Echo Data $6000 Lexipol (policies & manuals) $9931.43

Rochelle Johnson: CIP has sale of R11 for $100,000; however, we sold R11 in 2025

Rochelle Johnson: all reimbursement checks per ABDO - check from LofMC for E21 damage

Fire Operating Committee Meeting
October 21, 2026 at 10:00 AM

CALL TO ORDER & ATTENDANCE

Operating Committee Member Kristi Lugar called the meeting to order at 10:10 AM

Present: Kristi Luger (Excelsior City Manager), and Marc Nevinski (Shorewood City Administrator), Max Peters (Tonka Bay City Administrator), Dan Madsen Tom Fletcher (Greenwood Mayor in the capacity of City Administrator), (Deephaven City Administrator), Interim Fire Chief Nate Bassinger

1. Approval of Agenda – Motion by Madsen, Second Peters; 5-0

2. Approval of Minutes – September – Motion by Madsen, Second Peters; 5-0

3. Approval of Bills – September – Motion by Fletcher, Second by Nevinski; 5-0

4. Budget Updates

    i. No updates. PNC inquired about locking in prepayment rate. Department is not in a position to do so right now.

    ii. Was the EFD Capital Budget actually approved because of various approval amounts by the Cities? Final payment for current truck, equipment, roof, and IT improvements are in the 2027 CIP. The OC discussed a process to address the Capital Budget line-item veto by two member cities of the UPS. The OC determined that a resolution should be sent to the SLMPD and EFD board to amend the budget, which can then be shared with the councils.

    iii. Interim Chief Basinger left for an emergency call at approximately 11:20

5. Administrative Reports – September — Not Discussed
    a. Calls per city

6. Board meeting items — Not Discussed
    a. Next Fire Board meeting
        1. October 21, 18:00 (closed)
        2. November 18, 18:00 (regular)
    b. Major All Calls to be discussed

7. Administrative Updates — Not Discussed
    a. Personnel and staffing
        i. Administrative Consultant update
        ii. AC/FM update

iii. Battalion Chief 3

b. Apparatus and stations

8. Board/OC open comms — Not Discussed

9. Accreditation process update — Not Discussed

10. Next Meeting Date and Time
    a. November 18, 10:00, Fire Station Conference Room

Meeting Adjourned at 11:35 – Motion by Fletcher, second by Madson; 5-0

Minutes Submitted by
Marc Nevinski
Shorewood

Memo

To: Excelsior Fire District Fire Board

From: Interim Fire Chief Basinger

Date: 11/12/2026

Re: Professional Services Agreement, Kevin Walsh, Administrative Consultant

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The Professional Services Agreement with Kevin Walsh is included in this packet for approval on the consent agenda. Terms are settled with Mr. Walsh, and Board Attorney Joshua Dorothy has reviewed the final version. This memo summarizes what changed during negotiation and why.

Background

The District engaged an administrative consultant on the operating committee's and this board's recommendation, to assess how the District handles human resources and finance and to recommend a permanent structure.

The agreement runs one year from the effective date, at up to thirty hours per week, with no minimum hours guaranteed. Either party may terminate on thirty days written notice. The role is advisory. Mr. Walsh will guide the development of process and procedure, and the fire chief retains decision-making authority and responsibility for all personnel actions.

The original draft was prepared by Attorney Dorothy. Mr. Walsh returned it with a number of concerns and requested changes, nearly all of which addressed the liability the agreement placed on the position. The revised version in this packet reflects those negotiations.

What Was Negotiated

Mr. Walsh's concern was that the original draft assigned more liability to a part-time advisory contractor than the work warrants. We (the District) accepted that premise where it was reasonable and but also held firm where the exposure belonged with the consultant or where the District has a statutory obligation.

Accepted as Mr. Walsh proposed. We removed the provision making the consultant liable to the fullest extent permitted by law without limitation, the copyright infringement defense obligation, the patent indemnity section, and a sentence holding him responsible for damages resulting from his own actions. Attorney Dorothy advised that the first was redundant with the

standard of care already stated in Section 1, and that the remainder were helpful but not essential. Payment terms moved from thirty-five days to thirty days.

Rewritten as compromise. Indemnification is now mutual and fault-based, with each party responsible to the extent of its own negligence or willful misconduct, and our obligation expressly subject to the municipal tort limits of Minn. Stat. Chapter 466. Records retention was restructured so that records created under the agreement are District records held in District systems, which satisfies our obligations under Minn. Stat. section 16C.05 and the Data Practices Act without placing a six-year personal retention burden on the consultant.

Held by the District. Mr. Walsh asked to strike Section 12, Remedies, which confirms the District may complete the work itself or through others if the agreement ends. We retained it. The section creates no affirmative obligation for the consultant, and we should not give up that confirmation.

Added by the District. In order to add clarity to the expectations and responsibilities of the role, we amended Exhibit A to now opens with a statement that the services are advisory and that the fire chief retains authority and responsibility for personnel actions. This was not requested by Mr. Walsh. It was added because the original scope did not describe the role accurately, and the clarification protects our position as much as his.

Legal and District Review

Board Attorney Joshua Dorothy reviewed the revised agreement in full, and he confirmed he is comfortable with the changes as written. The Operating Committee and Fire Board chairs then reviewed the changes and were comfortable proceeding with the revised agreement.

The version in this packet is the version reviewed, and it is the version Mr. Walsh has agreed to.

Insurance Premiums

Insurance was the last open issue. The original draft recommended by Attorney Dorothy required that, as an independent contractor, Mr. Walsh carry his own general liability and professional liability coverage, including errors and omission insurance. We ultimately removed that language as mandatory. Mr. Walsh did pursue and receive a quote for professional and general liability insurance to assist with the liability issues raised.

To close the gap, we (the District) agreed to cover the premiums for both policies. The premiums total $596 for the term of the agreement.

Fiscal Impact

Compensation is $90.00 per hour, the rate this board approved, invoiced monthly.

The engagement is funded by the salary of the assistant chief position left vacant when I was appointed interim chief. No operational position was eliminated. The assistant chief position remains in place and vacant.

The $596 in insurance premiums is the only cost beyond the hourly rate, and it is absorbed within the same funding source.

Recommendation

That the Board approve the Professional Services Agreement with Kevin Walsh for administrative consultant services as included in this packet, including the payment of the premiums for Consultant's general liability and professional liability insurance, in the amount of $596 for the term of the agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (**"Agreement"**) is made this ____ day of _____, 2026 (**"Effective Date"**), and is by and between Kevin Walsh, a Minnesota resident (**"Consultant"**), and the Excelsior Fire District, a Minnesota joint powers entity (the **"Fire District"**; each of Consultant and the Fire District, a **"Party"** and collectively, the **"Parties"**).

RECITALS

A. The Fire District desires to engage Consultant, on the terms and conditions set forth in this Agreement, to provide the services described in this Agreement, including, but not limited to, human resources and administrative support, budget and payroll assistance, and records management services.

B. Consultant represents to the Fire District that Consultant has the professional expertise and capabilities to provide the Fire District with the requested services described in this Agreement and accordingly desires to be engaged by the Fire District to provide such services on the terms and conditions set forth in this Agreement.

THEREFORE, the Fire District and Consultant agree as follows:

AGREEMENT

1. **Scope of Services.** Consultant agrees to provide the Fire District with the services as described and subject to the additional conditions set forth in Exhibit A (the "Services"). Consultant agrees to provide all Services in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing the same or substantially similar services in the State of Minnesota. Consultant will provide the Services to the Fire District on an as-needed basis at the Fire District's request, and nothing in this Agreement will be construed to require any minimum number of hours of Services in any given week or otherwise. Notwithstanding the foregoing, Consultant will not be required to render more than thirty (30) hours of Services in any calendar week without Consultant's prior written consent, and Consultant will not be permitted to render more than thirty (30) hours of Services in any calendar week without the Fire District's prior written consent.

2. **Additional Services.** Additional services must be approved in advance and in writing by the Fire District. No payment will be due or made for services outside the terms of this Agreement in advance of such approval.

3. **Obligations of Consultant.** Consultant agrees to provide the Services in accordance with the terms and conditions set forth in this Agreement, and in accordance with any completion deadlines as may be specified by the Fire District from time to time. Consultant agrees not to begin performance of any Services until the Fire District has received an executed copy of this Agreement and has given Consultant written notice to proceed. Consultant shall not assign this Agreement or subcontract any portion of the Services without the Fire District's prior written consent.

4. **Term.** This Agreement shall remain in force and effect commencing from the Effective Date and continuing for a period of one (1) year, unless terminated earlier by either Party pursuant to this Agreement.

5. **Consideration.** The Fire District shall pay Consultant for the Services according to the terms set forth in Exhibit A. The consideration shall be for both the Services performed by Consultant and any expenses incurred by Consultant in performing the Services. Consultant shall submit statements, in arrears, on a monthly basis, listing the hours spent on site at the Fire District's offices and itemizing the specific services provided and the time incurred when working remotely. The Fire District shall pay Consultant all undisputed amounts within thirty (30) days after Consultant submits a statement.

6. **Reserved.**

7. **Documents and Copyright.** All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the Fire District. The Fire District shall be the copyright owner. The vesting of the Fire District's ownership of the copyright in materials created by the Consultant shall be contingent upon the Fire District's fulfillment of its payment obligations under this Agreement.

8. **Reserved.**

9. **Reserved.**

10. **Termination.** Notwithstanding any other provision of this Agreement to the contrary, either Party may terminate this Agreement at any time by providing the other Party with at least thirty (30) days' prior written notice of the intended date of termination. In the event of a termination, the Fire District shall pay Consultant for Services performed up to the date of termination, and Consultant shall promptly deliver to the Fire District all records, documents, and data described in Section 13 that are in Consultant's possession or control.

11. **Amendments.** No amendments or modifications may be made to this Agreement except by written agreement signed by both Parties.

12. **Remedies.** In the event of a termination of this Agreement, the Fire District may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. The remedies provided to the Fire District for breach of this Agreement by Consultant shall not be exclusive. The Fire District shall be entitled to exercise any one or more other legal or equitable remedies available to it.

13. **Records/Inspection.** All records, documents, and data created, received, collected, or maintained by Consultant in the performance of the Services are records of the Fire District and shall, to the greatest extent practicable, be created and maintained within the Fire District's own records systems and at the Fire District's premises. The Fire District shall be responsible for the retention of such records. In accordance with Minn. Stat. § 16C.05, subd. 5, Consultant agrees that the books, records, documents, and accounting procedures and practices of Consultant that are relevant to this Agreement or transaction are subject to examination by the Fire District and either the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years. To the extent any such records

are in Consultant's possession or control, Consultant shall either maintain them in a manner suitable for such inspection for a minimum of six (6) years or, at the Fire District's election, deliver them to the Fire District for retention, after which Consultant shall have no further retention obligation. The Parties agree that this obligation shall survive the completion or termination of this Agreement.

14. **Reserved.**

15. **Independent Contractor.** Consultant acknowledges and agrees to provide the Services as set forth in this Agreement as an independent contractor. Consultant's duties shall be performed with the understanding that Consultant has expertise as to the Services which Consultant is to perform and is customarily engaged in the independent performance of the same or similar services for others. Consultant shall control the manner in which the services are performed; however, the nature of the Services and the results to be achieved shall be specified by the Fire District. The Parties agree that this Agreement shall not be construed as creating or establishing a joint venture or business partnership between the Parties. Consultant acknowledges and agrees that Consultant is not an employee or agent of the Fire District and has no authority to make any binding commitments or obligations on behalf of the Fire District except to the extent expressly provided in this Agreement. All Services provided by Consultant pursuant to this Agreement shall be provided by Consultant as an independent contractor and not as an employee of the Fire District for any purpose, including but not limited to income tax withholding, workers' compensation, unemployment compensation, FICA taxes, and eligibility for employee benefits.

16. **Indemnification.** To the fullest extent permitted by law, Consultant agrees to defend, indemnify, and hold harmless the Fire District and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, to the extent arising out of the negligent acts, errors, or omissions or the willful misconduct of Consultant in the performance of this Agreement.

    To the fullest extent permitted by law, the Fire District agrees to defend, indemnify, and hold harmless Consultant from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, to the extent arising out of the negligent acts, errors, or omissions or the willful misconduct of the Fire District or its employees, officials, agents, or elected or appointed representatives.

    Neither Party shall be obligated to indemnify the other for that portion of any claim, damage, loss, or expense attributable to the negligence or willful misconduct of the other Party. Nothing in this Section shall be construed as a waiver by the Fire District of any immunity, defense, or limitation on liability available to it under Minn. Stat. Chapter 466 or other applicable law, and the Fire District's obligations under this Section are subject to the statutory limits set forth in that Chapter. The Parties agree that the indemnity obligations set forth in this Section shall survive the completion or termination of this Agreement.

17. **Compliance with Laws.** Consultant agrees to exercise due professional care to comply with all applicable federal, state and local laws, rules, ordinances and regulations in effect at all times while performing the Services pursuant to this Agreement. Consultant's agents, employees, volunteers, representatives, and subconsultants shall abide by the Fire District's policies, as well as all other

reasonable rules, safety rules, or policies, and procedures regulating the conduct of persons on Fire District property, at all times while performing the Services pursuant to this Agreement.

18. **Entire Agreement.** This Agreement, any attached exhibits, and any addenda signed by the Parties shall constitute the entire agreement between the Fire District and Consultant, and supersedes any other written or oral agreements between the Fire District and Consultant. This Agreement may only be modified by a written agreement signed by an authorized representative of the Fire District and Consultant. If there is any conflict between the terms of this Agreement and the terms set forth in referenced or attached items, the terms of this Agreement shall prevail.

19. **Third Party Rights.** The Parties to this Agreement do not intend to confer any rights under this Agreement on any third party.

20. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of or related to this Agreement shall be venued in the state or federal courts located in Hennepin County, Minnesota, and all Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

21. **Conflict of Interest.** Consultant shall use reasonable care to avoid conflicts of interest and appearances of impropriety in its performance of Services for the Fire District. In the event of a conflict of interest, Consultant shall advise the Fire District and either secure a waiver of the conflict or advise the Fire District that it will be unable to provide the requested Services.

22. **Agreement Not Exclusive.** Consultant understands and agrees that the Fire District retains the right to engage other professional service providers to provide the same or similar services, in the Fire District's sole discretion.

23. **Data Practices Act Compliance.** Any and all data provided to Consultant by the Fire District, received from Consultant, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of, the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Consultant agrees to notify the Fire District within three business days if Consultant receives a data request from a third party. This paragraph does not create a duty on the part of Consultant to provide access to public data to the public if the public data are available from the Fire District, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement.

24. **No Discrimination.** Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, religion, or any other basis now or hereafter protected by law. Consultant agrees to comply with the Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Each Party agrees to hold harmless and indemnify the other Party from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws, to the extent arising out of the acts or omissions of the

indemnifying Party or its agents, employees, volunteers, representatives, or subconsultants. The Fire District's obligations under this Section are subject to the limitations set forth in Section 16. Upon request, Consultant shall provide accommodations to allow individuals with disabilities to participate in all Services under this Agreement.

25. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or, if mailed, when deposited with the United States Postal Service, postage prepaid, by certified mail, return receipt requested, addressed as follows:

If to Consultant:	**If to the Fire District:**
Kevin Walsh	Excelsior Fire District
_____	Attn: Nate Basinger, Interim Fire Chief
_____	24100 Smithtown Road
_____	Shorewood, MN 55331
	nbasinger@excelsiorfire.org

or such other contact information as either Party may designate in writing from time to time. Copies of notices may be delivered by email, but such email alone shall not constitute effective notice.

26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the Party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or otherwise affect the scope and intent of this Agreement.

28. **Severability.** In the event that any provision of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be limited or modified to the minimum extent necessary to achieve the objective of the Parties to the fullest extent permitted and the balance of this Agreement will remain in full force and effect.

29. **Acknowledgment.** The Parties represent and agree that this Agreement has been freely, voluntarily, and validly executed, and that they are authorized to enter into and perform their respective obligations under this Agreement.

30. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

31. **Incorporation of Recitals and Exhibit.** The Recitals at the beginning of this Agreement and the Exhibit attached to this Agreement are fully incorporated into and made part of this Agreement.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the Fire District and Consultant have caused this Professional Services Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

CONSULTANT:

_____

Kevin Walsh

Date: _____

EXCELSIOR FIRE DISTRICT:

By: _____

Jennifer Gallagher

Its Board Chair

Date: _____

By: _____

Nate Basinger

Its Interim Fire Chief

Date: _____

EXHIBIT A

SERVICES & COMPENSATION

Services:

The Services are advisory and administrative in nature. Consultant provides guidance, recommendations, process development, and administrative support. The Fire Chief retains decision-making authority and responsibility for all personnel actions, including workplace investigations, disciplinary action, and separations, and for the final adoption of any policy or procedure developed with Consultant's assistance.

Administrative Management and Operational Support

- Provide administrative support to the Fire Chief.
- Assist with policy development, implementation, and updates.
- Coordinate facility, equipment, and vehicle-related administrative records.
- Ensure proper maintenance of official records, reports, contracts, policies, and correspondence.
- Oversee the preparation and distribution of meeting agendas, packets, minutes, and supporting documents for board and operating committee meetings.
- Ensure compliance with records retention requirements and applicable laws.

Financial Administration

- Assist with the development and administration of the annual budget and capital improvement plan.
- Oversee payroll processing.
- Assist auditors and provide documentation during annual financial audits.
- Monitor expenditures.
- Maintain grant records and assist with grant administration and reporting requirements.

Human Resources Support

- Serve as a primary point of contact for the Fire Chief, staff, and employees regarding HR policies, procedures, and general HR inquiries.
- Provide guidance to the Fire Chief and staff on the interpretation and application of the employee handbook, personnel policies, and related procedures to ensure consistency and fairness.
- Support employee relations by responding to employee concerns, facilitating communication between employees and supervisors, and helping to resolve workplace issues in a professional, impartial manner.
- Assist with disciplinary processes by advising supervisors on documentation, consistency with policy, and appropriate next steps.
- Coordinate preparing and posting job announcements, prescreening applicants, coordinating and conducting interviews, and facilitating candidate scoring and selection.

- Administer onboarding and offboarding processes for employees, including required paperwork, coordination of pre-employment and separation requirements, and communication with the Fire Chief to ensure smooth transitions.
- Coordinate benefits administration and enrollment processes.
- Assist with workers' compensation claim intake and filing in coordination with the Fire District's carrier, third-party administrator, and Office Manager.
- Monitor workers' compensation cases and coordinate return-to-work or modified-duty arrangements with the Fire Chief.
- Maintain accurate and confidential employee files, records, and HR systems in compliance with legal and District requirements.
- Assist with compliance related to federal, state, and local employment laws and regulations.
- Collaborate with the Office Manager to ensure accurate payroll and timely flow of employee information.
- Recommend improvements to HR processes, procedures, and forms to increase efficiency, consistency, and employee experience.
- Serve as a key liaison between the District and Abdo Services.
- Perform other related HR generalist and administrative duties as requested.

Board and Municipal Relations

- Assist in preparing reports and presentations for the fire board, operating committee, and member cities.
- Coordinate communications and information requests between the Fire District and member cities.

Records and Compliance

- Ensure accurate maintenance of department records and databases.
- Prepare and submit required reports to local, state, and federal agencies.
- Maintain confidentiality of sensitive personnel, financial, and operational information.
- Monitor compliance with district policies and applicable regulations.

Compensation: $90.00 per hour.

Expenses: Reimbursed only if approved by the Fire District in advance and supported by appropriate documentation, all in accordance with Fire District policies and procedures.

Memo

To: EXFD Fire Board

From: Interim Fire Chief Basinger

Date: 11/12/2026

Re: Resolution 2026-006

History

The Fire Board voted unanimously to recommend the 2027 budget, including a capital budget of $399,355. That amount included $75,000 for EXFD's portion of the Uninterrupted Power Supply (UPS) that was included in SLMPD's budget. EXFD has a "condo agreement" where the cities agree to split building/system wide costs 50-50 between SLMPD and EXFD. The Fire Board kept the UPS in the capital budget with the understanding that it could potentially be lowered or removed before the cities set their levies if it was determined it could be done for less or could be eliminated.

During the city council approval process, three of the five city councils approved the capital budget as recommended by the Board. The remaining two approved the capital budget with the $75,000 for the UPS removed, for a total of $324,355.

Current Status

The JPA requires capital budget approval by two-thirds of the member cities (four of five). All five cities effectively approved a capital budget of at least $324,355. As such, it was presumed that this was the approved amount. However, concerns have been raised as to whether a "line-item veto" is permitted under the JPA. If it is not, the District may not currently have an approved capital budget. Resolution 2026-006 is proposed to provide closure on this issue and provide direction to the Board and cities for future consideration on this issue.

Recommendation

That the Fire Board adopt Resolution 2026-006.

RESOLUTION ADJUSTING THE APPROVED 2027 CAPITAL BUDGET OF THE EXCELSIOR FIRE DEPARTMENT

Resolution 26-006

Whereas, the governing board (the Board") of the Excelsior Fire District (the "EFD") approved a proposed budget for 2027; and

Whereas, the member cities of the EFD subsequently approved the proposed 2027 Operating budget in August and September of 2026; and

Whereas, the cities of Shorewood, Tonka Bay, and Excelsior approved the EFD's 2027 Capital budget as proposed and the cities of Deephaven and Greenwood approved the 2027 Capital budget without the Unlimited Power Supply ("UPS") expenditure: and

Whereas, the different Capital budget approvals have resulted in confusion about the status of the 2027 Capital budget; and

Whereas, it is necessary for the EFD to have a Capital budget to make debt service payments and procure tools and equipment for safe and effective emergency response; and

Whereas, the Board wishes to adjust its recommended 2027 Capital budget to reflect the elimination of the UPS expenditure so that member cities can levy the proper amount for EFD Capital expenditure in 2027; and

Whereas, the Board wishes to clarify, document, and communicate the adjustment so that member cities are fully aware of the Board's determination to adjust the 2027 Capital budget and may take their own actions as they deem appropriate and desirable to adjust their levies.

Now Therefore Be It Resolved by the Board of the Excelsior Fire District that:

1. The 2027 Capital budget is adjusted to eliminate the UPS expenditure in the amount of $75,000.
2. Specific and unilateral adjustments by member cities to proposed EFD budgets are not contemplated by the JPA and result in confusion for members. Subsequently, the Board discourages such adjustments in the future; rather, it strongly supports.that budgetary considerations of member cities be raised early in the budget process so they may be addressed in a timely and collaborative manner.

Adopted this 18nd day of November 2026.

DRAFT

By: _____
Jennifer Gallegher
Greenwood Councilmember and Board Chair

Attest: _____
_____

DRAFT