

CITY OF ST. FRANCIS  
CITY COUNCIL AGENDA  
**October 21, 2013**  
ISD #15 CENTRAL SERVICES CENTER (DISTRICT OFFICES)  
4115 Ambassador Blvd. NW  
6:00 PM

1. Call to Order
2. Roll Call
3. Adopt Agenda
4. Consent Agenda
  - a. City Council Minutes –October 7, 2013
  - b. Hire Office Support Applicant Amy Berglund
  - c. Enter into a Management Agreement with the St. Francis Homerun Club for the staffing and maintenance of the Warming House/Rinks this season.
  - d. Payment of Claims
5. Meeting Open to the Public
6. Petitions, Requests, Applications
  - a. Introduction of New Fire Fighters Off Probationary Status: Harry Everth, Richard Phelps, Jesse Sawyer, Evan Sturzl and Chris Vnuk
  - b. 24407 Iodine Street NW – Home Extended Business IUP: Jesse Plocher (Resolution 2013-35)
7. Ordinances & Resolution
8. Reports of Consultants & Staff Members
  - a. Engineer:
  - b. Attorney:
  - c. Staff:
    - Building Official:
    - Fire Dept.:
    - Public Works:
    - Liquor Store:
    - Police:
  - City Administrator Report: Community Park Signage Update
9. Reports from Council Members
10. Report from Mayor:
11. Old Business
12. New Business
13. Adjournment

**Calendar of Event**

- Oct 22: Meet the ISD #15 School Board Candidates Forum @ ISD #15 Central Services Center 7 pm  
Oct 31: Business to Business Trick or Treat 3:00 to 5:00 pm  
Nov 4: City Council Meeting @ ISD #15 Central Services Center (District Offices) 6:00 pm  
Nov 5: School Board Election 7:00 am to 8:00 pm  
Nov 6: Public Open House on the Bridge Street Roundabouts @ SFHS 6-8 pm

TO: Mayor & City Council  
FROM: Matthew L. Hylan, *Matt* *BW*  
City Administrator  
RE: Agenda Memorandum – October 21, 2013 Meeting

**Agenda Items:**

**4. Consent Agenda:**

a. *Hire Office Support Applicant Amy Berglund:* We interviewed 6 candidates for the Office Support position at City Hall. Staff recommendation is to hire Amy Berglund at Grade 2, Step 2 and to place her on the accrual rate for vacation as a 6 year equivalent employee. This is a conditional hire until the full background is completed. We anticipate this to be completed by our Council meeting.

b. *Enter into a Management Agreement with the St. Francis Homerun Club for the staffing and maintenance of the Warming House/Rinks this season:* Recommendation would be to enter into an agreement with the Home Run Club for this year's winter season.

**6. Petitions, Requests, Applications:**

a. *Introduction of New Fire Fighters off Probationary Status: Harry Everth, Richard Phelps, Jesse Sawyer, Evan Sturzl and Chris Vnuk:* Fire Chief Dean Kapler will be introducing our new fire fighters that will be ending their one year probationary period.

b. *24407 Iodine Street NW – Home Extended Business IUP:* Jesse Plocher has made an application for a Home Extended Business Interim Use Permit to operate a concrete business at his residential property located at 24407 Iodine Street NW. This application was made in response to a code enforcement complaint against the property. The site is zoned Marginal Land-Planned Unit Development (ML-PUD) and is located in the Seelye Brook Acres Addition west of Seelye Brook Drive. The Planning Commission recommended approval of this request with ten conditions. Resolution 2013-35 is attached for council consideration approving an interim use permit for the home extended business.

**7. Ordinances & Resolutions**

**8. Reports:**

a. **Engineer:**

b. **Attorney:**

c. **Staff:**

**Finance Director:**

**Building Official:**

**Fire:**

**Public Works:**

**Liquor Store:**

**Police:**

**City Administrator:** *Community Park Signage Update:* Staff researched the community digital sign additional signage as directed by the City Council for local services groups such as the Lions. The League of MN Cities research department advises to develop a new policy on what is allowed. This is a very sensitive policy due to First Amendment Rights relating to free speech. The policy must be carefully crafted so as to not discriminate and yet set the direction of the Council and community. Two choices: develop a very sensitive policy or not allow any signage on our community sign and have zero risk. I suspect the majority of communities do not have a policy and have not had any issues to date; however, if anyone would challenge the issue, then there is city liability/risk.

**11. Old Business:**

**12. New Business:**

CITY OF ST. FRANCIS  
ST. FRANCIS, MN  
ANOKA COUNTY

CITY COUNCIL MINUTES

October 7, 2013

1. **Call to Order:** The regular City Council Meeting was called to order by Mayor Jerry Tveit at 6:01 pm.
2. **Roll Call:** Present were Mayor Jerry Tveit, Council members Mike Haggard, Amy Lazere, Tim Brown and Chris McClish. Also present were City Engineer Jared Voge (Bolton & Menk), Police Chief Jeff Harapat, Public Works Director Paul Teicher, Finance Director Darcy Mulvihill, City Administrator Matt Hysten and City Clerk Barb Held.
3. **Adopt Agenda:** MOTION BY LAZERE SECOND McCLISH TO ADOPT THE OCTOBER 7, 2013 CITY COUNCIL AGENDA. Motion carried 5-0.
4. **Consent Agenda:** MOTION BY BROWN SECOND McCLISH TO APPROVE THE OCTOBER 7, 2013, CITY COUNCIL CONSENT AGENDA AS A –FAS FOLLOWS:
  - a. Approve the City Council Minutes of September 16, 2013.
  - b. Receive and File the Unapproved URRWMO minutes of 9/10/13 and approved minutes of 7/9/13.
  - c. Approve the Dance Permit for Patriot Lanes and Lounge for June 6,7,8, 2014 – Pioneer Days.
  - d. Approve Pay Estimate No. 1 for Rum River Bluffs-Phase 2 to LaTour Construction, Inc. of Maple Lake MN for \$221,162.09.
  - e. Pay Estimate No. 1 for Public Works & Public Safety Building Turn Lane Construction to Northland Paving of Lakeville, MN for \$49,071.76.
  - f. Payment of Claims \$549,805.16 (Check #66216-66299).Motion carried 5-0.
5. **Meeting Open to the Public:** Gary Smith, 22708 Rum River Blvd wanted to extend thanks for you (city council) intervening in my custody suit. I am also here regarding building inspections and my water bill. I am shut off, why do I keep getting a bill. Also, I am here for the use of my temporary housing. I thought I was in a community that I was going to be treated fair. I continue to drive to Anoka County Courthouse and I am asking one thing, to end it now. The administrative citation you gave me is wrong. Your building inspector was the one that told me to get the RV.
6. **Petitions, Requests, Applications:**
  - a. **Anoka County Highway Department/WSB & Associates: Bridge Street Roundabouts:** Doug Fischer Anoka County Engineer and Curt Kobilarcsik, Anoka County Engineering Program Manager was before the City Council to introduce them to the roundabout project, give them a brief overview and the process that we will be following. Anoka County received Federal Funding in 2011 and are looking at 2015 construction for the two roundabouts on County Road 24 (Bridge Street) in St. Francis. Maps were provided to show the location of the two roundabouts and how the traffic is expected to flow. Anoka County received about \$1.3 million in federal funding. They

indicated this is a very complicated area and would like to make it safer and more operational. Along with the project, we will be closing the Kerry Street entrance on to Bridge Street and redoing some of the access to the school. The east roundabout would give access to the school and to Kerry Street. Fisher stated this corridor has been on our radar for some time. This corridor was previously submitted for Federal Funding with signal lights with more of a traditional intersection. We were denied funding with that design. It was resubmitted with roundabouts and Federal Funding was received. This funding is to ease the financial burdens on both the County and City. This is the very first drawing. We still have issues to work out. We will meet with the school, effected businesses/homeowners and the business community. We are just in the beginning stages. In the past, Anoka County has taken a conservative approach to roundabouts. Blaine and Columbus are also getting a roundabout in Anoka County. We are trying to find the right solution in the right area. These are single lane roundabouts. You are seeing more and more around the state. Currently Bridge Street sees about 8,500 in traffic counts and we are projecting 15,000 in the future, so we are looking at a safety concern. Anoka County hired the engineer firm of WSB & Associates and will use their expertise in this project. We will be meeting with the businesses and resident who access off onto Bridge Street. The school district is a concern too with all the traffic they generate. The pedestrian traffic is also a concern. We added a trail on the north side of Bridge Street. Important question is what is going to happen during construction? We will be working on that. Fisher and Kobilarcsik asked if there were any questions for Anoka County. Haggard asked about the pedestrian crossings. Traditionally at the crossing but will be working with the consultants. Tveit said typically pedestrians don't walk down to the intersections to cross. Fisher said we had the same conversation in my office. Maybe we build a trail/sidewalk on the other side of Bridge Street too. Yes, we know that will be part of the conversation in this project because this needs to be resolved. Tveit said I have not heard a whole lot of positives on roundabouts. What do we tell them? Fisher said three to four years ago I too was in that camp. It is a learning process. County roads have a major function of getting all types of traffic through. We realize people do have questions and that is why we are going to have the public open houses and try to answers their questions and concerns. Tveit said he would like to see proper lighting. Recently we began the design, will be meeting monthly with staff, introduce it to the public at the open house on November 6 and continue to meet with staff. We will take in all of the comments and have another open house later on. We will have a joint powers agreement on this project. Then we will be obtaining road right of ways, submit plans to MnDOT and the Federal government with construction in 2015. Haggard said I was stuck in a stop sign in a roundabout. Doug Fisher said I think some people confuse certain intersections with roundabouts. The multi-lane roundabouts have been getting bad publicity. We need to design them so they flow and are functionable. The City of Ramsey just put in a couple roundabouts. Part of our Highway 10 interchange in Ramsey will be flow together. They are proven effective in the right area. Brown said what if the people just don't want them. Brown asked about larger vehicles. Fisher said then there would be no project but then nothing happens. Ultimately, the City council has to approve any project we do. We have to design our county roads for semi traffic. We would also like to set up a Chamber breakfast to introduce this to them.

7. **Ordinances & Resolution:**
8. **Reports of Consultants & Staff Members:**
  - a. **Engineer:**
  - b. **Attorney:**
  - c. **Staff:**
    - Building Official:**
    - Fire Dept.:**
    - Public Works:**
    - Liquor Store:**
    - Police Dept.:**

**City Administrator: Reward for Damage to City Property:** Recently, we have encountered some serious damage to our city parks and facilities. Copper theft has left Community Park without lights in shelters and without power to “peds” that supply power for Pioneer Day activities and Movies in the Park. Since last Thursday, we received a more firm price on the repair to the park. This damage is about \$9,650. The fountain in Woodbury Park was also damaged and cannot be repaired, resulting in a new acquisition because the previous company is no longer in business. Our old East Shop was broken into and the copper wiring was removed and the estimated damage at \$975. Our City Attorney provided us the following statute allowing the Council to set a reward. *MN State Statute 471.631 REWARDS FOR INFORMATION ABOUT FELONS:*

*A home rule charter or statutory city may offer and pay a reward or fund the payment of a reward offered by a nonprofit organization in an amount it deems appropriate for information leading to the apprehension and charging or conviction of a person alleged to have committed a felony within the city's limits.* Chief Harapat gave his reasoning for providing an award. Tveit said I would be in favor of a reward. I would like to catch the kids that damage our parks. McClish agreed with Mayor Tveit to offer an award. McClish asked about alarms. Chief Harapat stated they did think about cameras. Brown said he would agree with awards on certain cases. Did you check with the scrap yards? Chief Harapat said we have had some success with some places but how do you identify copper wiring and tubing. Tveit asked what type of reward are you thinking of. McClish recommend to let the staff determine the amount of reward. **MOTION BY HAGGARD SECOND LAZERE ALLOWING STAFF TO SET UP TO \$500 IN REWARD MONEY WHEN THERE IS DAMAGE TO CITY PROPERTY. Motion carried 5-0.**

**Royal Oaks Park Land Update:** This past week we were informed by a neighbor of the parkland and stated this “park” lot is full of stumps. This occurred when the development was constructed by contractors disposing of the stumps they cleared before constructing homes. We have not completed any test holes to see if this is accurate. Right now with that knowledge, it may not be a marketable lot. Voge said a stumped filled lot, we would not recommend building a house on. Hysten asked do you want us to investigate this. Brown asked if we could give it to Habitat to Humanity. Haggard said shouldn't there be a big sink whole by now. Brown said I do not want to stick any money in it. McClish said sell it as is. Tveit said let's go forward and sell it for whatever we can get out of it.

**Rental Housing Ordinance:** Staff has been working on the cost of the implementation of the rental housing ordinance.

O'Reilly Automotive Stores Development Agreement was sign last week. Staff is still trying to work with neighboring land owner for an easement to be able to line up Aztec Street.

**2014 Fee Schedule:** Please submit any suggestions as soon as possible so we can have the ordinance ready for the November 4 City Council meeting. Finance Director is looking at different rate increase models so we do not run into any cash shortfalls. Haggard ask about rates and Hylen explained about how we are a standalone facility having to meet the same regulations as larger cities. Haggard said he is going to get rates from surrounding communities. Hylen said staff could get that information together too.

9. **Reports from Council Members:** McClish reminded the City Council he will not be at the next City Council meeting.

10. **Report from Mayor:** Mayor stated my apologies for not being able to attend the last city council meeting. Tveit attended the Woodbury Park commemoration on September 29.

11. **Old Business:**

12. **New Business:** McClish received some calls on parking issues on 235<sup>th</sup> when there are soccer and football games. The cars are now parking on both sides of the street and only one car can get through.

13. **Adjournment:** The Regular City Council meeting adjourned at 7: 20 pm.

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Barbara I. Held, City Clerk

## AGENDA REPORT

**TO:** City Administrator; Matt Hysten

**FROM:** Public Works Director; Paul Teicher

**SUBJECT:** Rink Management

**DATE:** 10-21-2013

**INTRODUCTION:** Based on last year's successful ice skating season, we would like to again partner with the St Francis Home Run Club manage our ice skating facilities. Our goals continue to be; 1. Follow Council direction to stay within our operation and maintenance budget for our parks. 2. Continue to manage overtime while maintaining the highest quality standard for snow and ice removal on our City streets.

**BACKGROUND:** Last year, we had a successful 38 day season, it started off slow because of the warm weather but Council did allow for an extended season because of this. This season we again have The St Francis Home Run Club, a Insured Local Non Profit Charitable Organization that would like to manage the warming house, provide rink attendants, care for the rinks/facility, provide snow removal for the facility for a fee and provide snack vending with a small portion of the proceeds coming back to the City to cover any additional cost we may incur. Our Public Works Team will work with the organization to flood and maintain the ice. We are proposing a 44 day season. This will run from 12-22-2013 to 2-2-2014, weather permitting. The time allowed for this season will allow ice making to happen during what should be the "optimum weather period", thus further reducing the amount of man hours it will take to make and maintain the ice. Of course, only if the weather permits.

**RECOMMENDATION:** A motion to authorize the Mayor to sign Management Agreement entering the City into a contract with The St Francis Home Run Club to manage the outdoor Ice Skating Facility.

**BUDGET IMPACT:** The payment the Home Run Club would receive is approximately \$6,365.00 weather permitting. This is based on a 44 day season (12-21-2013 to 2-2-2014). This would be paid out of our Parks operation and maintenance budget.

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Attachments:

1. Management Agreement

## MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT is made and entered into this 21st day of October, 2013, by and between the City of St. Francis, a Minnesota municipal corporation (the "City"), and St Francis Homerun Club, a Minnesota Nonprofit 501 C3 Charitable Organization (the "Contractor").

WHEREAS, Contractor is in the business of providing management services at recreational facilities including ice arenas and outdoor skating rinks; and

WHEREAS, the City desires to retain the services of Contractor to manage its outdoor skating rinks.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. MANAGEMENT SERVICES. The City hereby retains Contractor to provide management services at the City's outdoor skating rinks. In connection with the foregoing, Contractor shall be responsible for the following:

- (A) Contractor shall provide all operational staff and shall be exclusively responsible for the management of such personnel and the payment of all wages and withholdings in connection therewith. Contractor shall provide site-specific training to all staff members with a focus on providing excellent customer service.
- (B) Contractor shall maintain all ice surfaces and keep the same free from snow and debris.
- (C) Contractor shall keep all walkways free from ice and snow.
- (D) Contractor shall clean and maintain the interior of the warming house and provide all supplies in connection therewith. Contractor's duties shall include, without limitation, vacuuming, cleaning bathrooms, cleaning windows, restocking toilet paper, hand soap, and hand towels, and providing basic first aid supplies.
- (E) Contractor shall keep all outdoor areas free from trash and debris.
- (F) Contractor shall ensure that all City ordinances, rules, and regulations are followed and enforced.
- (G) Contractor shall ensure that the ice rinks are used only by members of the public and for no private purpose or event without the City's prior written consent.
- (H) Contractor shall immediately notify the City in the event repairs are required to any building, equipment, or area.

- (I) Contractor shall secure all buildings and equipment when not in use and will be liable for any damages, thefts or other costs resulting from the failure to properly secure any building or equipment.
- (J) Contractor shall manage and take full responsibility for all concession activities, including obtaining all necessary licenses and permits and providing all concession merchandise and supplies. On a monthly basis, Contractor shall provide the City with a written report showing concession revenues, product costs, and the gross margin for each month. Along with such report, Contractor shall pay the City an amount equal to ten percent (10%) of the gross margin shown on such report. Contractor shall be entitled to retain the balance of concession proceeds, which amounts shall be in addition to the Management Fee paid hereunder.
- (K) Contractor shall ensure that any costs incurred in connection with the maintenance or operation of the ice rinks, above and beyond the Management Fee, are within budgeted amounts or otherwise approved in advance by the City.

2. CITY RESPONSIBILITIES. Notwithstanding any language in this Agreement to the Contrary, the City shall be responsible for the following:

- (A) The City shall perform all building and grounds repairs.
- (B) The City shall plow all parking areas.
- (C) The City shall provide basic utilities, including water, sewer, garbage, and local phone service (no long distance).
- (D) The City shall provide one (1) handicapped-accessible toilet (mini-biff) and shall be responsible for cleaning and maintaining the same.
- (E) The City shall provide blue hand towel service.
- (F) The City's Public Works Department shall work with the Contractor to make ice for the purpose of skating as weather and time permits. The Contractor must have all snow and debris removed from the ice surface before City Staff will attempt to make ice.

3. MANAGEMENT FEE.

- (A) For all services provided pursuant to this Agreement, the City shall pay Contractor the sum of One Hundred forty four and 58/100 Dollars (\$144.58) per day (the "Management Fee").
- (B) Contractor acknowledges and agrees that the Management Fee shall constitute Contractor's entire compensation hereunder. All expenses of every kind incurred by Contractor in its performance under this Agreement shall be the sole responsibility of and be promptly paid by Contractor.

- (C) All keys, property, and equipment must be returned by Contractor and a final inspection/inventory of the property must be performed by the City prior to the payment of the final installment of the Management Fee.

4. TERM. The term of this Agreement will be for the duration of the 2013-2014 ice skating season, which is anticipated to run approximately 44 days from December 21, 2013, through February 2, 2013, weather permitting. Notwithstanding the foregoing, this Agreement may be terminated at any time:

- (A) Upon the mutual written agreement of the parties;
- (B) By the City in the event the Contractor fails to fully and satisfactorily perform in accordance with the terms and conditions of this Agreement; provided, the City must provide Contractor with written notice and ten (10) days to correct the failure prior to termination.
- (C) By the City, immediately and without prior notice, in the event Contractor (i) files bankruptcy or becomes insolvent, (ii) sells all or substantially all of its assets, or (iii) dissolves or files a notice of intent to dissolve.

5. CONTRACTOR'S REPRESENTATIONS. In order to induce the City to enter into this Agreement, Contractor makes the following representations to the City:

- (A) The Contractor has visited the City's outdoor ice skating rinks and has had the opportunity to become familiar with and is satisfied as to the conditions that may affect its ability to perform under this Agreement.
- (B) The Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect its ability to perform under this Agreement.

6. INDEPENDENT CONTRACTOR STATUS. Contractor shall perform under this Agreement as an independent contractor and nothing contained herein is intended or shall be construed to make or constitute Contractor as the agent, employee, partner, joint venturer, or representative of the City, but rather Contractor shall act and perform hereunder according to its own means and methods, which means and methods shall at all times be under its exclusive charge and control.

7. INSURANCE. During the term of this Agreement, Contractor will maintain the following insurance: (1) commercial general liability insurance with coverage in the minimum coverage amount of \$1,000,000 per occurrence; and (2) workers compensation insurance. All policies of insurance shall name the City as an additional insured and shall require the insurance provider to provide the City with written notice at least thirty (30) days prior to any reduction or termination of such insurance coverage. Upon the execution of this Agreement, and any time thereafter upon demand of the City, Contractor shall provide a certificate of insurance showing the required coverage.

8. INDEMNIFICATION. Contractor shall defend, hold harmless and indemnify the City from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the activities of Contractor (and its employees, officers, agents, and representatives) during the term of this Agreement, whether such activities were rendered pursuant to this Agreement or otherwise.

9. REMEDIES. In the event of the breach of this Agreement by Contractor, the City shall be entitled to seek all remedies available at law, in equity, or otherwise. Contractor shall pay the City's costs and expenses, including reasonable attorneys' fees, incurred by the City in order to enforce this Agreement. Contractor expressly agrees that any remedies available to the City are cumulative and in no way exclusive. The seeking or exercising by the City of a particular remedy does not constitute a waiver or relinquishment by the City of its right to seek or exercise any other remedy available to it at law, in equity, or otherwise.

10. MISCELLANEOUS.

- (A) Governing Law. This Agreement has been executed in the State of Minnesota and shall be governed by the laws of said state, without regard to the conflict of laws rules thereof.
- (B) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein.
- (C) Amendment. No amendment or modification of this Agreement shall be deemed effective unless made in writing and signed by both parties.
- (D) Waiver. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing.
- (E) Assignment. Except as otherwise provided for herein, no party may assign this Agreement without the consent of the other party. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective transferees, successors and permitted assigns.
- (F) Severability. In the event any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed stricken. The remaining provisions of this Agreement will continue to be valid and binding and the Agreement will be reformed to replace the stricken provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- (G) Captions and Headings. The captions and paragraph headings used in this Agreement are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement or any of the provisions thereof.
- (H) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Agreement as of the date first above written.

**CITY:**

CITY OF ST. FRANCIS

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CONTRACTOR:**

ST FRANCIS HOMERUN CLUB

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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PAYMENT BATCH AP 10-21-13

**AA BEST PEST SERVICES, INC**

10/15/2013	5622	E 101-41910-311	Contract	PEST CONTROL	70.81
10/15/2013	5622	E 101-42110-311	Contract	PEST CONTROL	70.81
10/15/2013	5622	E 101-42210-311	Contract	PEST CONTROL	70.77
10/15/2013	5622	E 101-43100-311	Contract	PEST CONTROL	70.81
10/15/2013	5622	E 101-45200-311	Contract	PEST CONTROL	70.81
10/15/2013	5622	E 601-49440-311	Contract	PEST CONTROL	70.81
10/15/2013	5622	E 602-49490-311	Contract	PEST CONTROL	70.81
10/15/2013	5622	E 609-49750-311	Contract	PEST CONTROL	70.81
					\$566.44

**AIRGAS NORTH CENTRAL**

09/30/2013	9913211527	E 101-43100-217	Other Operating Supplies	SUPPLIES	4.60
09/30/2013	9913211527	E 101-43210-217	Other Operating Supplies	SUPPLIES	4.60
09/30/2013	9913211527	E 101-45200-217	Other Operating Supplies	SUPPLIES	4.60
09/30/2013	9913211527	E 601-49440-217	Other Operating Supplies	SUPPLIES	4.60
09/30/2013	9913211527	E 602-49490-217	Other Operating Supplies	SUPPLIES	4.63
					\$23.03

**ALLINA HOSPITALS**

10/01/2013	10017482	E 101-42210-208	Training and Instruction	OCTOBER - DECEMBER 2013	300.00
					\$300.00

**ANCOM TECHNICAL CENTER**

10/08/2013	40943	E 101-42210-217	Other Operating Supplies	BATTERY PACK	129.56
10/08/2013	40944	E 101-42210-218	Equipment Repair & Maintenance	REPAIR PAGER	101.77
					\$231.33

**ANOKA COUNTY CENTRAL COMM.**

10/03/2013	2013060	E 101-42210-217	Other Operating Supplies	RADIO BATTTS	159.00
10/04/2013	2013-338	E 101-42110-321	Telephone	CJDN ACCESS	180.00
10/08/2013	2013-348	E 101-42110-321	Telephone	SEPTEMBER 2013	192.08
					\$531.08

**ANOKA COUNTY TREASURY DEPT.**

10/04/2013	231267	E 101-42110-321	Telephone	BROADBAND	50.00
10/04/2013	231267	E 101-42210-321	Telephone	BROADBAND	50.00
10/04/2013	231267	E 101-43100-321	Telephone	BROADBAND	50.00
10/04/2013	231267	E 101-45200-321	Telephone	BROADBAND	50.00
10/04/2013	231267	E 601-49440-321	Telephone	BROADBAND	50.00
10/04/2013	231267	E 602-49490-321	Telephone	BROADBAND	50.00
					\$300.00

**BAUER BUILT INC.**

09/10/2013	940018180	E 101-43100-221	Vehicle Repair & Maintenance	TIRES	630.24
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09/10/2013	940018180	E 101-45200-221	Vehicle Repair & Maintenance	TIRES	630.24
					\$1,260.48

**BERNICK COMPANIES, THE**

10/07/2013	84669	E 609-49751-254	Miscellaneous Merchandise	MISC	20.00
10/07/2013	84670	E 609-49751-252	Beer For Resale	BEER	385.60
					\$405.60

**BGS (BARNA GUZY)**

09/30/2013	122288	G 803-22054	Esc-Smith Lake 1st	JEFF STALBERGER	149.21
09/30/2013	122312	E 101-41600-312	Criminal Legal Fees	MISC FORFEITURES	229.78
09/30/2013	122315	E 101-41600-312	Criminal Legal Fees	STRINGER FORFEITURE	26.00
09/30/2013	122316	E 101-41600-312	Criminal Legal Fees	PUTNAM MUNICIPAL	585.00
09/30/2013	122332	E 101-41600-312	Criminal Legal Fees	PROSECUTION/MISC	4,864.00
09/30/2013	122363	E 101-41600-304	Civil Legal Fees	ABBAY FIELD	866.00
09/30/2013	122364	G 803-22105	O Reilly Escrow	OREILLY AUTO	2,625.00
09/30/2013	122441	E 101-41600-304	Civil Legal Fees	MUNICIPAL	1,800.00
09/30/2013	122442	E 101-41600-304	Civil Legal Fees	GENERAL LABOR	520.00
09/30/2013	122446	E 101-41600-304	Civil Legal Fees	SMITH & O'RESKIE	143.00
09/30/2013	122447	E 101-41600-304	Civil Legal Fees	BROOKE NICOLE BASS	39.00
09/30/2013	122448	E 101-41600-304	Civil Legal Fees	MEADOWS OF ST FRANCIS PUF	3,240.24
09/30/2013	122449	E 101-41600-304	Civil Legal Fees	DAWN MITCHELL	26.00
					\$15,113.23

**BJORKLUND COMPANIES**

09/23/2013	17057	E 101-45200-229	Project Repair & Maintenance	BLACK DIRT	3,327.83
					\$3,327.83

**BOLTON & MENK, INC.**

09/25/2013	0160199	E 101-43100-303	Engineering Fees	2013 STATE AID	1,610.00
09/25/2013	0160208	E 101-43100-303	Engineering Fees	2013 STREET MAINTENANCE	390.00
09/30/2013	0160550	E 602-49490-303	Engineering Fees	WASTERWATER FACILITY PLAN	4,944.00
					\$6,944.00

**BROTHERS FIRE PROTECTION CO**

10/08/2013	8373	E 101-42110-311	Contract	ANNUAL MONITORING	53.58
10/08/2013	8373	E 101-43100-311	Contract	ANNUAL MONITORING	53.56
10/08/2013	8373	E 101-45200-311	Contract	ANNUAL MONITORING	53.56
10/08/2013	8373	E 601-49440-311	Contract	ANNUAL MONITORING	53.56
10/08/2013	8373	E 602-49490-311	Contract	ANNUAL MONITORING	53.56
					\$267.82

**BUSKEY, CRYSTAL**

10/08/2013	100813	E 609-49750-331	Travel Expenses	TRAVEL	76.28
					\$76.28

**CDW GOVERNMENT, INC.**

09/18/2013	FV87120	E 101-41500-570	C-O-L Office Equip & Misc.	DARCY'S LAPTOP	299.41
					\$299.41

**CENTURY LINK**

10/09/2013	4102.1013	E 601-49440-321	Telephone	PHONES	115.66
10/09/2013	4102.1013	E 602-49490-321	Telephone	PHONES	115.65
					\$231.31

**COLONIAL INSURANCE**

09/25/2013	7129661-1005281	G 101-21712	Colonial Insurance	MONTHLY	226.96
					<u>\$226.96</u>

**CRAWFORD EQUIPMENT**

09/03/2013	9122	E 101-45200-415	Equipment Rentals	RENTAL	144.28
09/10/2013	9148	E 101-45200-415	Equipment Rentals	RENTAL	320.63
					<u>\$464.91</u>

**CRYSTAL SPRINGS ICE**

10/08/2013	31234	E 609-49751-254	Miscellaneous Merchandise	MISC	141.36
					<u>\$141.36</u>

**DAHLHEIMER DIST. CO. INC.**

10/09/2013	1083206	E 609-49751-252	Beer For Resale	BEER	3,030.60
10/09/2013	1083206	E 609-49751-254	Miscellaneous Merchandise	MISC	178.00
					<u>\$3,208.60</u>

**DE LAGE LANDEN**

10/06/2013	19731420	E 101-41400-240	Office Equip	CITY HALL COPIER	261.92
10/06/2013	19755038	E 101-42110-200	Office Supplies	POLICE COPIER	253.89
					<u>\$515.81</u>

**DELTA DENTAL**

09/15/2013	5251906	G 101-21710	Deferred Comp	10/01/2013 - 10/31/2013	418.90
					<u>\$418.90</u>

**DEPT OF EMPLOYMENT AND**

10/08/2013	7984131.1013	E 101-42210-441	Miscellaneous	QUARTER 3 2013	16.63
10/08/2013	7984131.1013	E 601-49440-441	Miscellaneous	QUARTER 3 2013	382.14
10/08/2013	7984131.1013	E 602-49490-441	Miscellaneous	QUARTER 3 2013	382.14
10/08/2013	7984131.1013	E 609-49750-441	Miscellaneous	QUARTER 3 2013	234.42
					<u>\$1,015.33</u>

**DEX MEDIA EAST LLC**

10/05/2013	110097517.1013	E 609-49750-340	Advertising	AD CHARGES	71.50
					<u>\$71.50</u>

**ECM PUBLISHERS, INC.**

10/04/2013	31393	E 101-41910-352	General Notices and Pub Info	PUBLIC HEARING	46.13
10/06/2013	32331	E 609-49750-340	Advertising	FALL WINE EVENT	462.00
					<u>\$508.13</u>

**ELECTRIC SIGN & LIGHTING, INC.**

09/26/2013	17271	E 101-42210-401	Repairs/Maint Buildings	HANG SIGN	1,554.92
					<u>\$1,554.92</u>

**FERGUSON WATERWORKS**

09/30/2013	53374	E 601-49440-259	Water Meters	METERS QUOTE	315.01
					<u>\$315.01</u>

**FREEDOM SERVICES, INC.-FD**

10/07/2013	1822.80	G 101-21706	Flex Account	NOVEMBER 2013	377.12
10/07/2013	1822.80	G 101-21708	Health Premium	NOVEMBER 2013	1,445.68
					<u>\$1,822.80</u>

**FREEDOM SERVICES, INC-MA**

10/07/2013	17060	E 101-41540-301	Auditing and Acct g Services	NOVEMBER 2013	80.00
					\$80.00

**G&K SERVICES, INC**

10/08/2013	1043545084	E 101-42110-402	Janitorial Service	MATS	8.44
10/08/2013	1043545084	E 101-43100-402	Janitorial Service	MATS	2.10
10/08/2013	1043545084	E 101-45200-402	Janitorial Service	MATS	2.10
10/08/2013	1043545084	E 601-49440-402	Janitorial Service	MATS	2.10
10/08/2013	1043545084	E 602-49490-402	Janitorial Service	MATS	2.10
10/08/2013	1043545085	E 609-49750-219	Rug Maintenance	MATS	11.23
					\$28.07

**GOPHER STATE ONE-CALL**

09/30/2013	79588	E 601-49440-442	Gopher State	SEPTEMBER 2013	47.18
09/30/2013	79588	E 602-49490-442	Gopher State	SEPTEMBER 2013	47.17
					\$94.35

**GRANITE CITY JOBBING CO.**

10/08/2013	783871	E 609-49750-210	Operating Supplies	OPERATING	80.42
10/08/2013	783871	E 609-49751-206	Freight and Fuel Charges	FREIGHT	4.25
10/08/2013	783871	E 609-49751-256	Tobacco Products For Resale	TOBACCO	686.71
10/08/2013	783871	G 101-20810	Sales Tax Payable	TAX	(0.88)
					\$770.50

**GREAT NORTHERN LANDSCAPES, INC**

10/10/2013	9425	E 101-42110-401	Repairs/Maint Buildings	WINTERIZATION	57.80
10/10/2013	9425	E 101-43100-401	Repairs/Maint Buildings	WINTERIZATION	57.80
10/10/2013	9425	E 101-45200-401	Repairs/Maint Buildings	WINTERIZATION	57.80
10/10/2013	9425	E 601-49440-401	Repairs/Maint Buildings	WINTERIZATION	57.80
10/10/2013	9425	E 602-49490-401	Repairs/Maint Buildings	WINTERIZATION	57.80
10/10/2013	9426	E 601-49440-401	Repairs/Maint Buildings	WINTERIZATION	136.00
10/10/2013	9427	E 101-42210-401	Repairs/Maint Buildings	WINTERIZATION	75.00
10/10/2013	9428	E 101-45200-401	Repairs/Maint Buildings	WINTERIZATION	136.00
					\$636.00

**HAWKINS, INC.**

10/02/2013	3521378	E 602-49490-216	Chemicals and Chem Products	CHEMICALS	796.72
					\$796.72

**HD SUPPLY WATERWORKS, LTD**

10/02/2013	B085834	E 601-49440-259	Water Meters	WATER METER	268.49
					\$268.49

**HEWLETT-PACKARD COMPANY**

09/18/2013	53357305.1013	E 101-41500-570	C-O-L Office Equip & Misc.	IT SUPPLIES	406.13
09/19/2013	53360773.1013	E 101-41500-570	C-O-L Office Equip & Misc.	IT SUPPLIES	275.74
09/26/2013	53391006.1013	E 101-41500-570	C-O-L Office Equip & Misc.	IT SUPPLIES	1,190.51
					\$1,872.38

**INNOVATIVE OFFICE SOLUTIONS, L**

10/04/2013	IN0377969	E 101-42110-200	Office Supplies	SUPPLIES	108.91
					\$108.91

**ISANTI COUNTY EQUIPMENT, INC.**

09/26/2013	P16469	E 101-45200-217	Other Operating Supplies	PARTS	43.38
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						\$43.38
<b>ISD #15</b>						
10/04/2013	1225	E 101-42110-221	Vehicle Repair & Maintenance	2010 CHARGER		314.67
10/04/2013	1226	E 101-42110-221	Vehicle Repair & Maintenance	2012 CHARGER		60.34
10/04/2013	1258	E 101-42110-221	Vehicle Repair & Maintenance	2010 CHARGER		83.14
10/14/2013	1261	E 101-42110-221	Vehicle Repair & Maintenance	2010 DODGE CHARGER		190.91
						\$649.06
<b>JJ TAYLOR DISTRIBUTING</b>						
10/09/2013	2059394	E 609-49751-206	Freight and Fuel Charges	FREIGHT		3.00
10/09/2013	2059394	E 609-49751-252	Beer For Resale	BEER		349.95
						\$352.95
<b>JOHNSON BROS WHLSE LIQUOR</b>						
10/09/2013	1688832	E 609-49751-206	Freight and Fuel Charges	FREIGHT		30.62
10/09/2013	1688832	E 609-49751-251	Liquor For Resale	LIQUOR		2,632.15
10/09/2013	1688833	E 609-49751-206	Freight and Fuel Charges	FREIGHT		64.68
10/09/2013	1688833	E 609-49751-253	Wine For Resale	WINE		2,092.00
10/10/2013	595145	E 609-49751-206	Freight and Fuel Charges	FREIGHT		(0.25)
						\$4,819.20
<b>KATH FUEL OIL SERVICE CO.</b>						
10/08/2013	434593	E 602-49490-212	Motor Fuels	RIVER'S EDGE LIFT STATION		794.01
						\$794.01
<b>LEHNE S SERVICE, INC.</b>						
10/08/2013	14554	E 101-43210-439	Recycling Days	TIRES/WHEELS		68.00
						\$68.00
<b>MCDONALD DIST CO.</b>						
10/03/2013	340404	E 609-49751-206	Freight and Fuel Charges	FREIGHT		3.00
10/03/2013	340404	E 609-49751-252	Beer For Resale	BEER		7,469.90
10/03/2013	340404	E 609-49751-254	Miscellaneous Merchandise	MISC		68.00
10/10/2013	340925	E 609-49751-206	Freight and Fuel Charges	FREIGHT		3.00
10/10/2013	340925	E 609-49751-252	Beer For Resale	BEER		4,239.85
						\$11,783.75
<b>MEDTOX LABORATORIES, INC.</b>						
09/30/2013	9201395907	E 101-43100-441	Miscellaneous	TESTING		19.91
09/30/2013	9201395907	E 101-45200-441	Miscellaneous	TESTING		19.91
09/30/2013	9201395907	E 601-49440-441	Miscellaneous	TESTING		19.91
09/30/2013	9201395907	E 602-49490-441	Miscellaneous	TESTING		19.92
						\$79.65
<b>MIDCONTINENT COMMUNICATIONS</b>						
10/01/2013	.1013	E 101-41940-321	Telephone	INTERNET & PHONE		132.36
10/01/2013	.1013	E 101-42110-321	Telephone	INTERNET & PHONE		81.32
10/01/2013	.1013	E 101-43100-321	Telephone	INTERNET & PHONE		81.32
10/01/2013	.1013	E 601-49440-321	Telephone	INTERNET & PHONE		69.95
10/01/2013	.1013	E 601-49440-321	Telephone	INTERNET & PHONE		69.95
10/01/2013	.1013	E 609-49750-321	Telephone	INTERNET & PHONE		69.95
						\$504.85
<b>MIDWEST TESTING LLC</b>						

10/14/2013	3032	E 601-49440-259	Water Meters	TESTING	1,255.00
					<u>\$1,255.00</u>

**MN DEPT OF HEALTH**

10/16/2013	761587.1013	E 602-49490-313	Sample Testing	4020 ST FRANCIS BLVD	50.00
					<u>\$50.00</u>

**M-R SIGN COMPANY, INC.**

10/09/2013	178856	E 101-43100-226	Sign Repair Materials	SIGNS	1,293.93
					<u>\$1,293.93</u>

**NORTH ANOKA PLUMBING**

10/07/2013	8976	E 101-45200-401	Repairs/Maint Buildings	WINTERIZE CONCESSION STAN	127.50
					<u>\$127.50</u>

**NORTH METRO TREE SERVICE INC.**

10/01/2013		E 101-43100-311	Contract	TREE REMOVAL	2,444.36
10/01/2013		E 101-45200-311	Contract	TREE REMOVAL	2,444.37
					<u>\$4,888.73</u>

**OPUS 21**

10/03/2013	130949	E 601-49440-382	Utility Billing	SEPTEMBER 2013	1,626.00
10/03/2013	130949	E 602-49490-382	Utility Billing	SEPTEMBER 2013	1,626.00
					<u>\$3,252.00</u>

**PHILLIPS WINE & SPIRITS CO.**

10/09/2013	2498101	E 609-49751-206	Freight and Fuel Charges	FREIGHT	7.35
10/09/2013	2498101	E 609-49751-251	Liquor For Resale	LIQUOR	464.50
10/09/2013	2498102	E 609-49751-206	Freight and Fuel Charges	FREIGHT	16.17
10/09/2013	2498102	E 609-49751-253	Wine For Resale	WINE	762.50
10/09/2013	2498103	E 609-49751-206	Freight and Fuel Charges	FREIGHT	8.82
10/09/2013	2498103	E 609-49751-251	Liquor For Resale	LIQUOR	427.50
10/10/2013	2498267	E 609-49751-206	Freight and Fuel Charges	FREIGHT	35.28
10/10/2013	2498267	E 609-49751-251	Liquor For Resale	LIQUOR	2,209.85
					<u>\$3,931.97</u>

**PPL INDUSTRIES**

10/07/2013	50644	E 101-43210-439	Recycling Days	RECYCLING	180.00
					<u>\$180.00</u>

**PRINTING UNLIMITED**

10/08/2013	6854	E 101-42110-200	Office Supplies	SCHLENKER BUSINESS CARDS	21.38
					<u>\$21.38</u>

**PRO HYDRO TESTING LLC**

09/04/2013	9584	E 101-42210-218	Equipment Repair & Maintenance	TESTING	175.00
					<u>\$175.00</u>

**ROSEVILLE, CITY OF**

10/03/2013	217861	E 101-41110-310	Computer Consulting Fees	IT OCTOBER 2013	238.79
10/03/2013	217861	E 101-41400-310	Computer Consulting Fees	IT OCTOBER 2013	795.97
10/03/2013	217861	E 101-42110-310	Computer Consulting Fees	IT OCTOBER 2013	1,074.56
10/03/2013	217861	E 101-42210-310	Computer Consulting Fees	IT OCTOBER 2013	198.99
10/03/2013	217861	E 101-43100-310	Computer Consulting Fees	IT OCTOBER 2013	198.99
10/03/2013	217861	E 101-45200-310	Computer Consulting Fees	IT OCTOBER 2013	198.99
10/03/2013	217861	E 601-49440-310	Computer Consulting Fees	IT OCTOBER 2013	198.99

10/03/2013	217861	E 602-49490-310	Computer Consulting Fees	IT OCTOBER 2013	198.99
10/03/2013	217861	E 609-49750-310	Computer Consulting Fees	IT OCTOBER 2013	238.81
					\$3,343.08

**ROYAL SUPPLY**

10/04/2013	13635	E 101-41940-210	Operating Supplies	SUPPLIES	1.83
10/04/2013	13635	E 101-42110-217	Other Operating Supplies	SUPPLIES	3.66
10/04/2013	13635	E 101-43100-217	Other Operating Supplies	SUPPLIES	1.83
10/04/2013	13635	E 101-45200-217	Other Operating Supplies	SUPPLIES	1.83
10/04/2013	13635	E 601-49440-217	Other Operating Supplies	SUPPLIES	1.83
10/04/2013	13635	E 602-49490-217	Other Operating Supplies	SUPPLIES	1.85
					\$12.83

**SKINNER, MARLINE**

		E 101-42700-311	Contract	EXTRA QUARANTINE	140.00
					\$140.00

**SOUTHERN WINE & SPIRITS OF MN**

10/10/2013	1085933	E 609-49751-206	Freight and Fuel Charges	FREIGHT	46.98
10/10/2013	1085933	E 609-49751-251	Liquor For Resale	LIQUOR	7,045.41
					\$7,092.39

**ST. FRANCIS FIRE RELIEF ASSN.**

10/01/2013	19632A202162F1	E 101-42210-124	Fire Pension Contributions	STATE AID	33,197.82
					\$33,197.82

**TOTAL CONTROL SYSTEMS, INC.**

10/03/2013	6659	E 601-49440-233	Water Treatment Plant Maint	WATER TREATMENT	12,083.67
					\$12,083.67

**V.H. BLACKINTON CO, INC**

10/04/2013	2646730	E 101-42110-441	Miscellaneous	REPAIR	7.50
					\$7.50

**VINOCOPIA, INC.**

10/03/2013	84681	E 609-49751-206	Freight and Fuel Charges	FREIGHT	18.00
10/03/2013	84681	E 609-49751-253	Wine For Resale	WINE	680.00
					\$698.00

**WIRTZ BEVERAGE MN**

08/26/2013	2080015585	E 609-49751-251	Liquor For Resale	LIQUOR	(357.20)
08/30/2013	2080015801	E 609-49751-251	Liquor For Resale	LIQUOR	(36.22)
09/18/2013	2080016584	E 609-49751-251	Liquor For Resale	LIQUOR	(1,123.60)
09/18/2013	2080017656	E 609-49751-251	Liquor For Resale	LIQUOR	(195.00)
09/18/2013	2080017659	E 609-49751-251	Liquor For Resale	LIQUOR	(144.00)
10/10/2013	1080094721	E 609-49751-206	Freight and Fuel Charges	FREIGHT	22.11
10/10/2013	1080094721	E 609-49751-251	Liquor For Resale	LIQUOR	1,879.25
					\$45.34

\$135,688.48

FUND SUMMARY

101 GENERAL FUND	\$72,384.73
601 WATER FUND	\$16,828.65

602 SEWER FUND	\$9,215.35
609 MUNICIPAL LIQUOR FUND	\$34,485.54
803 ESCROW	\$2,774.21
Total	<u>135,688.48</u>





## **PLANNING REPORT**

TO: St. Francis City Council  
Matt Hylan, City Administrator

FROM: Nate Sparks

DATE: October 17, 2013

MEETING DATE: October 21, 2013

RE: 24407 Iodine St NW – Home Extended Business IUP

### **BACKGROUND**

Jesse Plocher has made an application for a Home Extended Business Interim Use Permit to operate a concrete business at his residential property located at 24407 Iodine Street NW. This application was made in response to a code enforcement complaint against the property. The site is zoned Marginal Land-Planned Unit Development (ML-PUD) and is located in the Seelye Brook Acres Addition west of Seelye Brook Drive.

### **BUSINESS PROPOSAL**

Jesse Plocher runs a concrete business called “Alpha Concrete” out of his home on 24407 Iodine Street NW. The applicant established the business without first securing the necessary permits. The business has two employees that come to the site in the morning and the employees leave with the business equipment and return in the evening. The business equipment is currently stored outside on the property which is not permitted by City Code. The applicant has made an application for a detached accessory building for the storage of equipment.

### **HOME EXTENDED BUSINESSES**

Home extended businesses are home based businesses that are based in buildings other than the house. Such businesses are only allowed with an Interim Use Permit on properties within the ML-PUD Zoning District. Such IUPs may be approved if meeting the following standards:

#### **General Home Occupation Standards (10-21-4)**

- A. No home occupation shall produce light, glare, noise, odor or vibration that will in any way have an objectionable effect upon adjacent or nearby property.
- B. No equipment shall be used in the home occupation which will create electrical interference to surrounding properties.

- C. The home occupation shall be clearly incidental and secondary to the residential use of the premises, shall not change the residential character thereof, and shall not result in an incompatibility or disturbance to surrounding residential uses.
- D. No home occupation shall require internal or external alterations or involve construction features not customarily found in dwellings except where required to comply with local and State fire and police recommendations.
- E. There shall be no exterior storage of equipment or materials used in the home occupation, except that personal automobiles used in the home occupation may be parked on the site, provided the parking is in conformance with all outdoor storage and parking requirements found in Sections 10-16-15 and 10-19.
- F. The home occupation shall meet all applicable building and fire codes.
- G. No home occupation shall be conducted between the hours of ten o'clock in the evening (10:00 PM) and seven o'clock in the morning (7:00 AM) in a manner where business activity is detectable outside of the residence.
- H. All home occupations shall comply with the provisions of City Nuisance Ordinances, including noise, outdoor storage, parking, and other such standards.

**Specific Home Extended Business Standards (10-21-7)**

- A. All general home occupation standards shall be satisfied.
- B. No more than two (2) persons other than those who customarily reside on the premises shall be employed.
- C. All activity on the premises associated with the home extended business shall not cause any adverse changes to the residential character of the neighborhood.
- E. Any exterior changes necessary to conduct the home extended business are sufficiently screened, properly designed, or separated by distance so as to be consistent with the existing adjacent residential uses and compatible with the residential occupancy.
- F. Any interior changes necessary to conduct the home extended business shall comply with all building, electrical, mechanical and fire codes governing the use of the use in a residential occupancy.
- G. Traffic generated by the home extended business shall involve vehicles types and volumes that typically associated with single family residences and that such traffic does not constitute a nuisance or safety hazard.

H. Signs associated with the interim home occupation shall be in accordance with Chapter 42 of this Ordinance.

### **INTERIM USE PERMIT REVIEW**

Currently, the site is out of compliance with Section 10-21-4-E as there is a large amount of outdoor storage on the premises. The applicant is proposing to remedy this condition by constructing a building. If approved, no business or junk storage would be allowed outside of the house and this building.

The site is also currently out of conformance with Section 10-21-7-G as there is a large dump truck on the property. Such large commercial vehicles are not allowed as part of a Home Extended Business and this vehicle would need to be stored off-site. Iodine Street is not built to a standard to allow for the frequent use by heavy trucks. Deterioration of the street will result in a reconstruction project which could result in assessments to the neighboring property owners.

The applicant's site plan depicts an employee parking area. This will need to be screened from right-of-ways and neighboring properties. The applicant is proposing to construct a six foot tall privacy fence around this area. The Planning Commission also recommended adding pine trees around the fence area.

The applicant's narrative states there are two employees for the business. This is the maximum number of employees allowed for a Home Extended Business. The applicant should note that if there are to be more employees, the business will need to move off-site.

The applicant has presented a site plan showing an access drive around the house to the rear where the proposed building will be located. Currently the applicant has substandard driveways extending to both Iodine Street and Seelye Brook Drive for business related purposes. These drives will need to be removed and restored with grass.

To place the building in the proposed location, the applicant needed to relocate the alternate septic site. City inspections have revealed that the current septic site has been frequently driven over and is being used for parking of vehicles and trailers. The Building Official recommends that the existing septic site be delineated by a physical barrier, fence, or landscaping to prevent vehicles from driving over the area.

The applicant's driveway to the accessory building is proposed to go around the septic site and widen out to a very large area labeled as "Employee Parking". The driveway and parking area will need to be surfaced with gravel, crushed rock, or other similar material and be maintained in such a fashion that it may support an emergency vehicle. The driveway shall be no more than 24 feet in width.

There are only two employees permitted and the parking area should be reduced. A storage yard is not allowed on site. The area labeled as "Employee Parking" should be

scaled back to a no more than what is necessary to allow access to the building and accommodate the parking of two vehicles.

The applicant is required to screen this area from view of neighboring properties. This screening will need to be at least one row of evergreens placed no more than 15 feet from center on the north, west, and eastern sides of the parking area. The trees should be six feet in height unless the ground level is raised. A screening fence may also be acceptable.

The applicant will need to provide financial securities to guarantee the proper construction and plantings.

### **CODE ENFORCEMENT CASES**

This site has generated complaints from the public. In the spring of this year complaints were received regarding the condition of the site and the numerous driveways. The applicant was notified of the violations on May 3, 2013. As of today, the code violations have not been remedied. The applicant is working with the Building Official in resolving these issues.

### **PLANNING COMMISSION RECOMMENDATION**

The Planning Commission recommended approval of this request with the following conditions:

1. The applicant shall construct the detached accessory building as proposed.
2. The access drive shall be built as proposed on the site plan but shall be no greater than 24 feet in width and surfaced in a manner acceptable to the City Engineer.
3. The parking and outdoor storage area shall be reduced in size to accommodate access to the building and two parking stalls.
4. The applicant shall construct and maintain a six foot tall privacy fence around the area for employee parking and loading into the building. This fence shall be augmented by at least two evergreen trees on the east and west sides.
4. The septic area shall be delineated from the parking and access area and the drive with a physical barrier, fence, or landscaping.
5. The existing illegal driveways shall be restored to grass.
6. Dump trucks and other commercial vehicles greater than 10,000 lbs in gross vehicle weight are prohibited.
7. No piles of junk, debris, wood, waste, or other such materials shall be placed in the open on the site.
8. The applicant shall enter into a development agreement with the City to place these terms into effect and post securities guaranteeing the construction of required improvements.
9. The applicant shall provide a revised site plan meeting the terms of this approval.
10. The IUP shall terminate upon transfer of ownership or residency.

**ATTACHMENTS**

Applicant's Narrative

Resolution

Site Plan

IUP Agreement

August 30, 2013



JESSE PLOCHER

24407 IODINE ST. NW., ST. FRANCIS, MN 55070

cell: 612-86-0401 email: AlphaConcreteLLC@gmail.com

## HOME OCCUPATION PERMIT

### ABOUT US:

Alpha concrete is a small company that provides concrete and masonry services around the surrounding area. We have been in business since 2010. We are diversified in the types of work that we do, which in turn, requires a lot of different equipment and material (most of which is small). Alpha Concrete has 3 trucks, 3 trailers, a skid steer and a hand full of some smaller equipment (plate compactors, cement mixer, etc.) Alpha has 2 local employees that come to the house each day to load a small amount of things and head out for the day. Most days 2 trucks leave with a trailer in tow. There isn't much traffic at the house during the day at all. Our company doesn't have any regular drop offs or delivery's. All of our business is conducted off the property with the exception of preparing and loading for the next day.

### GOAL:

Our goal is to keep our business small. Base the business here in St. Francis, and continue to provide concrete and masonry work in the area.

### SOLUTION:

We are in the process now for applying for permit, and constructing a detached garage. This garage would store all of the equipment for the company and eliminate any outside clutter of material. The trucks would also be stored inside. The dump truck would be stored off the property. All vehicle movement would be brought thru the front of the property using the existing driveway. At all times we would keep the property clean from debris and clutter.

PLEASE CONTACT JESSE PLOCHER W/ QUESTIONS: 612-867-0401

THANKS

*Jesse Ploch*  
President 8/30/13

TYPE OF APPLICATION: (Check appropriate box)		BASE APPLICATION AND EXPENSE FEES: (Fees are cumulative)
<input type="checkbox"/>	ANNEXATION	\$250 Fee + \$300 Escrow
<input type="checkbox"/>	COMPREHENSIVE PLAN AMENDMENT	\$450 Fee + \$650 Escrow
<input type="checkbox"/>	CONDITIONAL USE PERMIT, INTERIM USE PERMIT, OR CUP/IUP AMENDMENT	\$350 Fee + \$650 Escrow
<input type="checkbox"/>	DOCK SPECIAL USE PERMIT	\$50 Fee + \$100 Escrow
<input type="checkbox"/>	ENVIRONMENTAL/WETLAND/ENGINEERING REVIEW	\$350 Fee + \$650 Escrow (Fee may be waived by Engineer)
<input type="checkbox"/>	EXCAVATION/FILL/GRADING PERMIT (MAJOR)	\$350 Fee + \$650 Escrow
<input type="checkbox"/>	EXCAVATION/FILL/GRADING PERMIT (ADMIN)	\$100 Fee + \$250 Escrow
<input checked="" type="checkbox"/>	HOME OCCUPATION PERMIT	\$350 Fee + \$650 Escrow
<input type="checkbox"/>	MINOR SUBDIVISION	\$350 Fee + \$400 Escrow
<input type="checkbox"/>	PLANNED UNIT DEVELOPMENT	\$350 Fee + \$650 Escrow
<input type="checkbox"/>	ORDINANCE AMENDMENT	\$350 Fee + \$650 Escrow
<input type="checkbox"/>	REZONING	\$350 Fee + \$650 Escrow
<input type="checkbox"/>	SUBDIVISION (Circle appropriate): -Sketch Plan -Preliminary Plat (Rural) -Preliminary Plat (Urban) -Final Plat -Administrative Subdivision	\$300 Fee + \$500 Escrow \$400 Fee + \$400 + \$125 per lot Escrow \$400 Fee + \$425 + \$175 per unit Escrow \$350 Fee + \$650 Escrow \$200 Fee + \$250 Escrow
<input type="checkbox"/>	SITE & BUILDING PLAN REVIEW	\$350 Fee + \$450 Escrow
<input type="checkbox"/>	SITE & BUILDING PLAN REVIEW EXCAVATION/FILL/ GRADING PERMIT (ADMIN)	\$100 Fee + \$250 Escrow
<input type="checkbox"/>	VACATION OF RIGHT OF WAY OR PUBLIC EASEMENT	\$350 Fee + \$650 Escrow
<input type="checkbox"/>	VARIANCE	\$350 Fee + \$650 Escrow
<input type="checkbox"/>	ZONING APPEAL	\$200 Fee + \$250 Escrow
<input type="checkbox"/>	<b>TOTALS</b>	<b>\$ <u>350</u> Fee, \$ <u>650</u> Escrow</b>

CURRENT ZONING DISTRICT: (Check all appropriate boxes)		(Circle appropriate District)
<input type="checkbox"/>	Undesignated Zoning District	TWNSHP
<input type="checkbox"/>	Rural	A1 A2 A3 RR CO
<input type="checkbox"/>	Urban Residential	R1 R2 R3 R4
<input type="checkbox"/>	Commercial	B1 B2 B3
<input type="checkbox"/>	Industrial	I1 I2
<input checked="" type="checkbox"/>	Planned Unit Development	PUD <i>marginel</i>
<input type="checkbox"/>	Rum River Overlay	RRM
<input type="checkbox"/>	Flood Plain Overlay	FP

**CITY OF ST. FRANCIS  
ST. FRANCIS, MN  
ANOKA COUNTY**

**RESOLUTION 2013-35**

**A RESOLUTION APPROVING AN INTERIM USE PERMIT FOR A HOME  
EXTENDED BUSINESS FOR JESSE PLOCHER AT 24407 IODINE STREET NW**

WHEREAS, Jesse Plocher (“the Applicant”) has made an application to the City of St. Francis (“the City”) for a home extended business interim use permit to operate a concrete business at 24407 Iodine Street NW; and

WHEREAS, the legal description of the subject site (“the Property”) is Lot 3, Block 1 of Seelye Brook Acres; and

WHEREAS, the Property is zoned Marginal Land-Planned Unit Development; and

WHEREAS, the Applicant is proposing to operate a business with two employees out of a proposed detached accessory building; and

WHEREAS, the principal use of the Property will remain as a single family residence; and

WHEREAS, the St. Francis Planning Commission reviewed the application at the October 16, 2013 meeting and recommended approval; and

WHEREAS, the St. Francis City Council reviewed the application and the Planning commission recommendation at the October 21, 2013 meeting; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Francis hereby approves the home extended business interim use permit based on the following findings of fact:

- A. The proposed use will be in conformance with the required Home Occupation standards found in Section 10-21.
- B. The proposed use will not impose additional unreasonable costs on the City.
- C. The proposed use is consistent with the Comprehensive Plan.
- D. The proposed use is compatible with present and future land uses within the area.
- E. The proposed use conforms with all performance standards.
- F. Traffic generated by the proposed use can be accommodated by the streets serving the Property.

BE IT FURTHER RESOLVED that the City of St. Francis hereby approves the Interim Use Permit based on the most current plans and information received to date subject to the following conditions:

1. The applicant shall construct the detached accessory building as proposed.
2. The access drive shall be built as proposed on the site plan but shall be no greater than 24 feet in width and surfaced in a manner acceptable to the City Engineer.
3. The parking and outdoor storage area shall be reduced in size to accommodate access to the building and two parking stalls.
4. The applicant shall construct and maintain a six foot tall privacy fence around the area for employee parking and loading into the building. This fence shall be augmented by at least two evergreen trees on the east and west sides.
5. The septic area shall be delineated from the parking and access area and the drive with a physical barrier, fence, or landscaping as approved by the City's Building Official.
6. The existing illegal driveways shall be restored to grass.
7. Dump trucks and other commercial vehicles greater than 10,000 lbs in gross vehicle weight are prohibited.
8. No piles of junk, debris, wood, waste, or other such materials shall be placed in the open on the site.
9. The applicant shall enter into a development agreement with the City to place these terms into effect and post securities guaranteeing the construction of required improvements as directed by City Staff.
10. The applicant shall provide a revised site plan meeting the terms of this approval.
11. The IUP shall terminate upon transfer of ownership or residency.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF ST. FRANCIS THIS 21<sup>st</sup> DAY OF OCTOBER, 2013.

APPROVED

\_\_\_\_\_  
Jerry Tveit  
Mayor of St. Francis

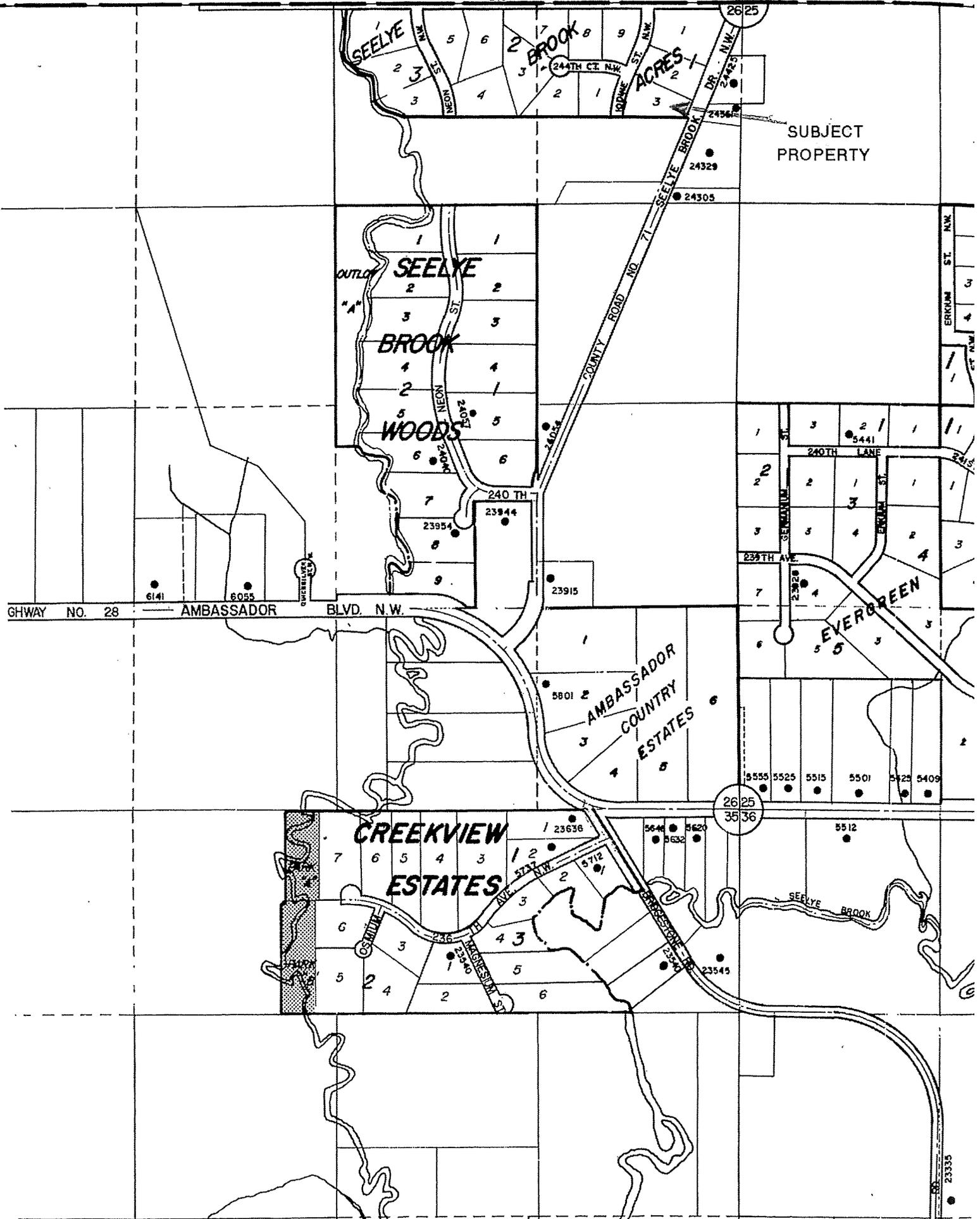
Attest:

\_\_\_\_\_  
Barbara I. Held  
City Clerk

Attachments:  
Exhibit A – Site Plan

# ISANTI COUNTY

245TH AVE. N.W.



SUBJECT PROPERTY

SEELYE  
BROOK  
WOODS

AMBASSADOR  
COUNTRY  
ESTATES

CREEKVIEW  
ESTATES

EVERGREEN

2625  
3536

GHWAY NO. 28 — AMBASSADOR BLVD. N.W.

23335

Established in 1962  
**LOT SURVEYS COMPANY, INC.**  
 LAND SURVEYORS  
 REGISTERED UNDER THE LAWS OF STATE OF MINNESOTA  
 7001 73rd Avenue North  
 Minneapolis, Minnesota 55428  
 (763) 680-3853  
 Fax No. 680-3522

INVOICE NO. 66741  
 F.B.NO. 966-06  
 SCALE: 1" = 40'

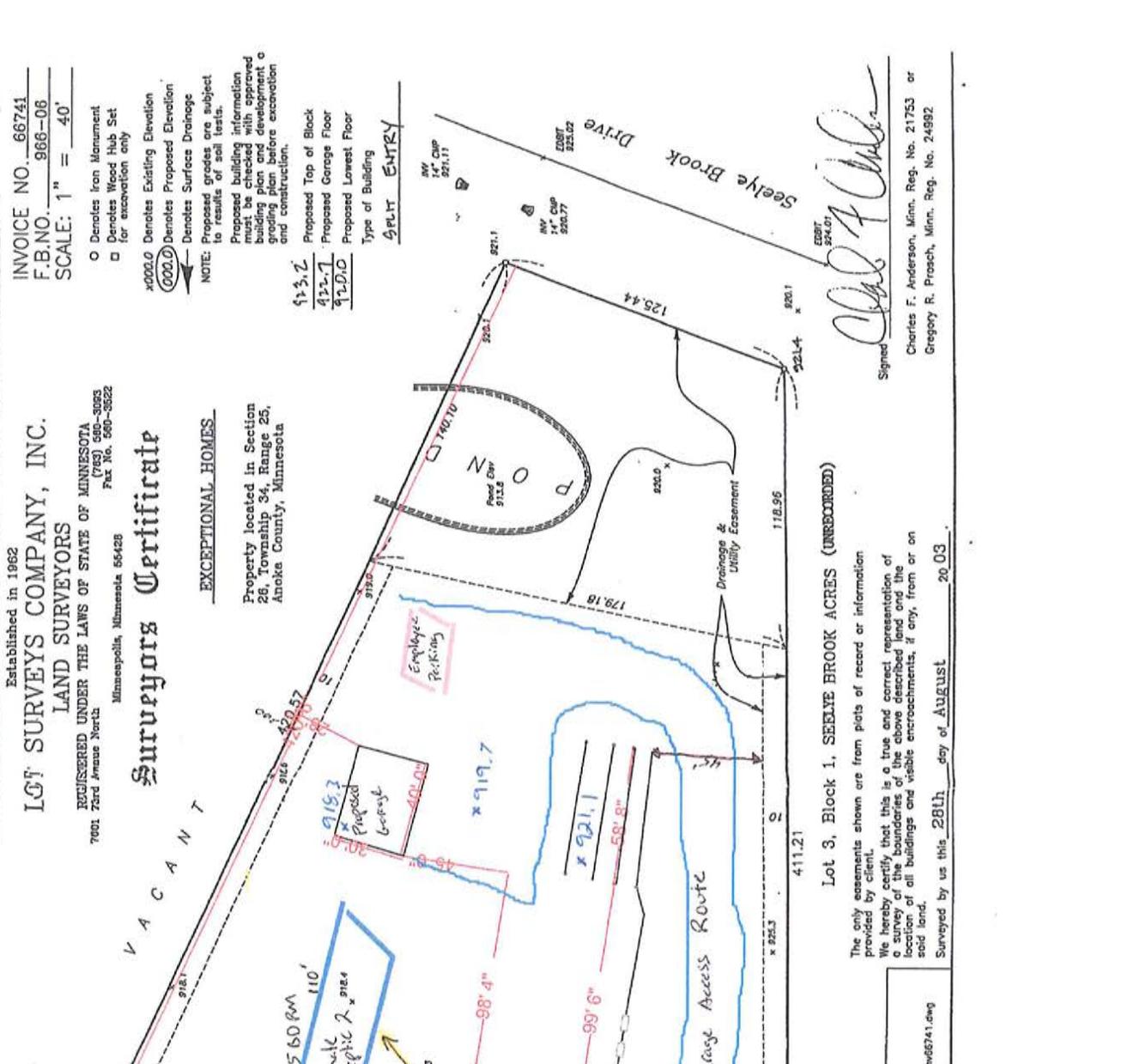
PROPERTY LOCATED IN SECTION 26, TOWNSHIP 34, RANGE 25, ANOKA COUNTY, MINNESOTA

**Surveyors Certificate**  
 EXCEPTIONAL HOMES

Property located in Section 26, Township 34, Range 25, Anoka County, Minnesota

NOTE: Proposed grades are subject to results of soil tests.  
 Proposed building information must be checked with approved building plan and development or grading plan before excavation and construction.

Proposed Top of Block  
 Proposed Garage Floor  
 Proposed Lowest Floor  
 Type of Building  
 SPLIT ENTRY



Lot 3, Block 1, SEELEY BROOK ACRES (UNRECORDED)

The only easements shown are from plats of record or information provided by client.  
 We hereby certify that this is a true and correct representation of a survey of the boundaries of the above described land and the location of all buildings and visible encroachments, if any, from or on said land.  
 Surveyed by us this 28th day of AUGUST 2003

Drawn By J. Munn  
 File Name sbr-3-1696606mvd241.dwg

Signed  
 Charles F. Anderson, Minn. Reg. No. 21753 or  
 Gregory R. Prosch, Minn. Reg. No. 24992

*(reserved for recording information)*

## **DEVELOPMENT CONTRACT INTERIM USE PERMIT AGREEMENT**

**AGREEMENT** dated October 21, 2013, by and between the **CITY OF ST. FRANCIS**, a Minnesota municipal corporation (“City”) and **JESSE PLOCHER** (“the Applicant”).

**1. REQUEST FOR INTERIM USE PERMIT APPROVAL.** The Applicant has asked the City to approve an interim use permit for a home extended business at 24407 Iodine St NW (“the Property”) which is legally described as:

*Lot 3, Block 1, Seelye Brook Acres*

**2. CONDITIONS OF INTERIM USE PERMIT APPROVAL.**

A. The City hereby approves the interim use permit on condition that the Applicant enter into this Contract, furnish the security required by it, and record the agreement and approval with the County Recorder within 30 days after the City Council approval. The City may elect to record this agreement at the expense of the Applicant.

B. The City hereby grants approval to the Interim Use Permit as adopted on October 21, 2013 by Resolution No. 2013-35, and compliance with the terms and conditions of this Contract and the resolution.

**5. PROPOSED INTERIM USE PERMIT.** The Developer intends to operate a concrete business with two employees in a detached accessory building. The interim use permit shall be developed in accordance with the following plans, as conditioned by Resolution No. 2013-35 and this agreement.

**6. CONDITIONS OF APPROVAL AND REQUIRED IMPROVEMENTS.** The Applicant shall

adhere to the following conditions and make the necessary improvements:

1. The Applicant shall construct the detached accessory building as proposed on the Site Plan submitted by the Applicant and reviewed by City Staff. The Applicant shall meet all terms and conditions required as part of the building permit.
2. The access drive shall be built as proposed on the site plan but shall be no greater than 24 feet in width and surfaced in a manner acceptable to the City Engineer.
3. The employee parking, loading, and outdoor storage area shall be reduced in size to accommodate access to the building and two parking stalls. The final size of this area, design, and surfacing shall be reviewed and approved by the City Planner, City Building Official, and City Engineer. This area shall not be used for the outdoor storage of business related materials.
4. The applicant shall construct and maintain a six foot tall privacy fence around the area for employee parking and loading into the building. At minimum, this fence shall enclose the parking and loading area on all four sides except for the building and driveway. A security of \$500 to guarantee the construction of the fence shall be provided by the Applicant. At such time the fence is constructed, the security shall be released. Failure to install the fence or removal of the fence or any portion of the fence shall be considered a violation of the Interim Use Permit.
5. The fence shall be augmented by at least two evergreen trees on the east and west sides. Such trees shall be at least four feet in height at the time of planting. The type and location of the trees shall be approved by the City Planner. A security of \$500 to guarantee the planting of the trees shall be provided by the Applicant. At such time the trees have been planted the security may be released. If the trees or removed or die it will constitute a violation of the Interim Use Permit.
5. The septic area shall be delineated from the parking and access area and the drive with a physical barrier, fence, or landscaping as approved by the City's Building Official.
6. The existing illegal driveways shall be restored to grass. The applicant shall provide a security of \$500 to guarantee the restoration of these areas. Such money shall be returned upon restoration to the satisfaction of the Building Official.
7. Dump trucks and other commercial vehicles greater than 10,000 lbs in gross vehicle weight are prohibited.
8. No piles of junk, debris, wood, waste, or other such materials shall be placed in the open on the site.
9. The applicant shall provide a revised site plan meeting the terms of this approval.

**8. PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including a building permit from the City of St. Francis for required improvements.

**9. TIME OF PERFORMANCE.** The Developer shall install all required improvements by October 21, 2014.

**10. LICENSE.** The Applicant hereby grants the City, its agents, employees, officers and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City in conjunction with this approval.

**11. SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this

Contract, the applicant shall provide the following securities:

Landscaping Security \$500

Fence Security \$500

Driveway Removal Security \$500

**Total Securities: \$1500**

**12. TERMINATION OF INTERIM USE.** The interim use permit shall terminate upon sale or transfer of the property or change in homestead status from owner occupied.

**13. REVOCATION OF INTERIM USE.** Any violation of the terms of this permit or any City Code provision may result in the revocation of this interim use permit following the City's procedures for revocation.

**14. NOTICES.** Required notices to the Applicant shall be in writing, and shall be either hand delivered to the Applicant, its employees or agents, or mailed to the Applicant by first class mail at the following address: 24407 Iodine St NW, St Francis, MN 55070. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: St. Francis City Hall, 23340 Cree St NW, St. Francis, Minnesota 55070.

*[Remainder of page intentionally left blank.  
Signatures on next page.]*

**City Signature page to Interim Use Permit Agreement**

**CITY OF ST. FRANCIS**

BY: \_\_\_\_\_  
Jerry Tveit, Mayor

(SEAL)

BY: \_\_\_\_\_  
Barbara I. Held, City Clerk

STATE OF MINNESOTA     )  
  (ss.  
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Jerry Tveit and by Barbara I. Held, respectively the Mayor and City Clerk of the City of St. Francis, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
NOTARY PUBLIC

**Applicant Signature page to Interim Use Permit Agreement**

**APPLICANT:  
JESSE PLOCHER**

BY: \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA     )  
  ( ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
by Jesse Plocher

\_\_\_\_\_  
NOTARY PUBLIC