



CITY OF FREEPORT

125 Main Street E – PO Box 301 – Freeport, MN 56331 – 320-836-2112 – FAX 320-836-2116
For TTY/TDD Users 1-800-627-3529 or 711 Minnesota Relay Service www.freeportmn.org

February 24, 2015 – Area Fire Service Association Annual Meeting

The Area Fire Service Association Meeting was called to order at 8:13pm by Mayor Rodney Atkinson with councilmembers Mike Eveslage, Ken Goebel, and Ben Ettle.

Staff in attendance: Mason Schirmer Clerk-Treasurer, Fire Chief Dean Jungles, Assistant Chiefs Natascha Hennen and Jason Hoppe.

Members in attendance:

City of St. Anthony (Jim Kremers)

City of St. Rosa (John Arzen)

Krain Township (Jeff Goebel, Arnie Blommel)

Oak Township (Bob Timp, Pete Welle)

Millwood Township (Clara Michaels, Joe

Wiechmann, Brad Herkenhoff, Carl

Toenyan, Lawrence Middendorf)

City of Freeport (Rodney Atkinson, Mike Eveslage,
Ken Goebel, Ben Ettle)

Bob Timp (Oak Township) moved and Arnie Blommel (Krain Township) seconded a motion to approve Budget Amendment #29. Motion carried unanimously.

Lawrence Middendorf (Millwood Township) found an error in the agenda packet regarding how much the townships have paid for fire service in previous years. Schirmer began reviewing while meeting continued.

Rodney Atkinson (City of Freeport) presented an alternative vehicle replacement fund schedule. Members discussed if the department would be purchasing new or used vehicles and how to keep costs low. Jungles said the department is open to purchasing used vehicles, so long as they fit in the building. N. Hennen said the department looks at vehicle specifics to ensure it fits the needs of the department; such as where pumper connections are located and how firefighter safety is affected (especially when responding to calls on the interstate). N. Hennen said the department tries to purchase vehicles 5-years old or newer. Jungles said firefighters do their best to repair trucks at minimal cost; however, parts are often no longer available so ingenuity is often used to help resolve the issue.

Schirmer said an error occurred with the 2014 member billing. Schirmer said he will research and get an answer to members as soon as possible.

Bob Timp (Oak Township) moved and Jeff Goebel (Krain Township) seconded a motion to approve the 2016 Expenditure Budget of \$95,851. Motion carried unanimously.

Joe Wiechmann (Millwood Township) asked if other communities fund vehicle replacement the same as Freeport. Hennen said each Fire service is managed differently.

Rodney Atkinson (City of Freeport) moved and Lawrence Middendorf (Millwood Township) seconded a motion to allocate \$1,194 for Building and Equipment Replacement and \$49,762 (determined using Atkinson's spreadsheet) for Vehicle Replacement in 2016. Motion carried unanimously.

Rodney Atkinson (City of Freeport) moved and Bob Timp (Oak Township) seconded a motion to approve 2016 Revenue Budget of \$146,807. Motion approved unanimously.

Lawrence Middendorf (Millwood Township) moved and Jeff Goebel (Krain Township) seconded a motion to adjourn the Area Fire Service Association meeting. Motion carried unanimously.
Meeting adjourned at 9:47pm.

Rodney Atkinson, Mayor

Clerk-Treasurer

Mason Schirmer

From: Smith, Chris <CSmith@lmc.org>
Sent: Tuesday, March 10, 2015 3:49 PM
To: 'Mason Schirmer'
Subject: RE: Park Agreement

Mason,

I don't see any problems with the Lease Agreement, whereby the church is leasing land to the city to be used as a park.

Since the city is responsible for the upkeep of the park, it makes sense for the city to have liability insurance and to agree to defend and indemnify the church for any claims. As you note, it enables the church to shift liability to the city. However, that seems like a fair exchange for the city gaining a park.

I should also note that the city has park and recreation immunity for most injury claims that would arise from the use of the park. So as a practical matter, I do not see a big liability risk to the city.

Under Section 19, the city could terminate this agreement after 10 years of the commencement date, by giving a two-year notice of the city's intent to the church.

I do have some concerns about the Snow Removal Agreement. Every contract has to have "consideration" to be legal. In other words, the city has to get something of value for agreeing to plow the church's parking lot. I don't see any benefit to the city, unless the church's parking lot is also be used for city parking.

Moreover, it is likely an illegal expenditure. No matter how much the city wants to be a good neighbor, there needs to be a "public purpose" for the expenditure of city funds. The city cannot volunteer to plow the snow of a private party. The city needs to get some benefit in return. Usually, the benefit is compensation but it can take other forms.

From the church's perspective, I would be reluctant to take on the city's liability, where the church has no control over the parking lot. But since the church is getting the service for free, I can see how it might agree to accept liability. That acceptance of liability, however, does not create consideration.

The point seems moot since the snow removal agreement is no longer in existence. But if I were the city, I would require church to provide general liability and automobile liability insurance of at least \$1,000,000 per occurrence, with the city named as an additional insured on the church's general liability policy.

If in fact the church agreed to maintain the park in exchange for the city plowing the church's parking lot, that would be consideration and would justify the city plowing the parking lot. But it sounds like that has not happened. Moreover, it is not in the agreement. When a written agreement is in place, a court will look at the four corners of the agreement. If it is not in the agreement, any alleged verbal agreement does not exist.

If you need additional information, please let me know.

Chris

Christopher Smith | Risk Management Attorney
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League of Minnesota Cities
145 University Ave. West | St. Paul, MN 55103

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From: Mason Schirmer [mailto:mason@freeportmn.org]
Sent: Tuesday, March 10, 2015 9:40 AM
To: Smith, Chris
Subject: Park Agreement

Good Morning Chris,

Please see the attached PDFs for agreements the City of Freeport entered into with Sacred Heart Parish. These contracts were entered into before I began working for the city; however, the following seems to be what happened:

Park Lease Background

The parish playground (located adjacent to the parish school) was in need of a new playground; to save money the parish asked the city to make the park a “city” park and put new playground equipment on it (so the taxpayers of the city pay for the equipment rather than the parish). The parish also likely saw it as an opportunity to save money on insurance by shifting liability to the city. I’ve been told that the City Clerk’s wife was the parish’s chairperson on this endeavor (just an FYI).

Snow Removal Agreement

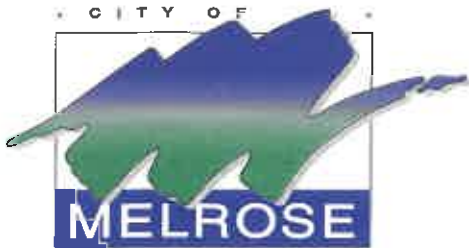
This past September, the city council terminated the snow removal agreement. The following month, the parish appealed the city decision and the city overturned their previous decision; however, the city council informed the parish that the contract would be reviewed in spring. According to a parish Trustee, there was a verbal agreement that the parish would maintain the park in-exchange for snow removal (this statement seems misleading since the city mows the park grass throughout summer).

I mentioned these Agreements to Joe Ingebrand when he was visiting during our recent Loss Control Meeting; I expressed my concern that the city has unnecessary liability with these agreements. Joe advised me to send them to you for your opinion. Thank you for your time, I look forward to hearing back from you.

Sincerely,

Mason Schirmer, MS, M³C
Clerk-Treasurer
(320) 836-2112
mason@freeportmn.org





MEMORANDUM

TO: CITY OF FREEPORT, CITY OF NEW MUNICH, CITY OF SPRING HILL,
CITY OF GREENWALD, CITY OF MEIRE GROVE, CITY OF ST ROSA,
SCHOOL DISTRICT 740 DISTRICT OFFICE

FROM: MICHAEL BRETHORST, CITY ADMINISTRATOR *MB*

SUBJECT: BLANDIN COMMUNITY LEADERSHIP PROGRAM

DATE: FEBRUARY 26, 2015

CC: CITY OF MELROSE

Mayor Joe Finken of Melrose, the Melrose Area Development Authority and the Melrose Area Chamber of Commerce has endorsed an application to participate in the Blandin Community Leadership Program scheduled for FY 2016. The application for this program is still pending; however, we would like to let you know that if we are awarded the program, we would like to see additional participants outside of the Melrose City limits. We feel there is significant benefit if we join together and all grow as leaders.

As we had to limit boundaries for the potential invites, we have decided to ask civic-minded people within the geographic region of School District 740. The intent of the program is to grow leaders within the community and also provide participants practical skills around communication, strategic planning, and identifying resources and so on. It will provide tools to help our communities grow as a whole. Additionally, upon completion and graduation, the participants communities would be designated as a Blandin Leadership Community and make them eligible for grants through the Foundation.

There is no cost to send participants though the program. The only cost is the time and time away from employers. Below is a summary of the program and time commitment required. This is a competitive program and the Blandin Foundation chooses the cohort members. There is a group of 24 people that would go through the program. They are looking for people with a variety of backgrounds to represent the full community.

We would ask that you present this to your various organizations to gauge their interest in the program. We do not need to identify people yet; however, we do need to help get the word out to our various organizations that may have interested people to apply and be part of the 2016 cohort. Please forward this memo onto your local civic organizations in an attempt to get the word out that we may be seeking applicants in the coming months. Please follow the link below for additional information about the program.

<http://leadership.blandinfoundation.org/programs/bclp>

Memo

From: Adrianna Hennen, Acting Clerk-Treasurer

To: Freeport City Council

Date: April 20, 2015

Re: Street Lights

Dan Roering expressed that he would like to come to the meeting to discuss options with council about the lights on Main Street. With that being said, Dan will be at the meeting and when that item comes up on the agenda he will be there to discuss with all of you and to answer any questions.

Memo

From: Adrianna Hennen, Acting Clerk-Treasurer

To: Freeport City Council

Date: April 20, 2015

Re: Lawn bagger and thatcher purchase

Attached you will find the offer that was presented to you last month regarding the purchase of a lawn bagger and thatcher that Jon would like council to consider. You can make a motion to either accept the purchase, or take no action at all (i.e. don't make a motion to deny the purchase of the thatcher, making motions in the negative isn't suggested).

Please ask any questions you have for Jon before the meeting, as he will not be able to attend.

Next month Council members

Additional public works reporting:

Attached is an estimate for a lawn bagger and thatcher for the Massey zero turn mower we have. There are times throughout the year where it would be nice to bag excess grass clippings, leaves, branches and such. As well as thatch all the city lawns every spring. If we were to hire this out it would be less than 2 years and the unit would pay for itself. I feel this will be great to have on hand so when needed it can be used. Jerry at the farm center said he could order it after approved and it would only take a week to get here so we would have it for spring cleanup. Let me know what you decide. The cost for the bagger is \$2700 and the thatcher is \$679, after tax for both units it comes to \$3611.00.

Sincerely,

Jon Stueve

Memo

From: Adrianna Hennen, Acting Clerk-Treasurer

To: Freeport City Council

Date: April 22, 2015

Re: Industrial Street Lights

For the April meeting, this item will only be an update, as Xcel is working on gathering information on what would all be needed to add street lights to the 7th St SW and 4th Ave SW area. I will be presenting you with their information at the May meeting.

WHIRLWIND DR

L5 B1
+

L10 B1
+



460
+

L11 B1
+

L12 B1
+

440
440

75
T11
P5 → 420

50C
T12

P2

S3

P3

50A
T13

410
+

L8 B1
+

4TH AVE SW

3-15
T03

L7 B1
+

S3

F02

400

15A
T001

7TH ST SW

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Scale: 1" equals 167'

STREET LIGHTING SYSTEM SERVICE
RATE CODE A30

Section No. 5
 20th Revised Sheet No. 74

AVAILABILITY

Available for year-round illumination of public streets, parkways, and highways by High Pressure Sodium (HPS) or Metal Halide electric lamps in luminaires supported on poles, where the facilities for this service are furnished by Company. Underground Service under this schedule is limited to areas having a Company owned underground electric distribution system. Standard Service includes a monthly payment for the lighting system cost. Pre-Pay Option requires customer payment for the lighting system cost before establishing service.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and / or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, voltage discounts, and energy credits. Details regarding the specific charges applicable to this service are listed below.

RATE

<u>Designation of Lamp</u>	<u>Monthly Rate Per Luminaire</u>			<u>Pre-Pay Option</u>
	<u>Standard Service</u>		<u>Decorative</u>	
	<u>Overhead</u>	<u>Underground</u>		
70W High Pressure Sodium	\$8.95	\$17.67	--	\$5.50
100W High Pressure Sodium	\$9.44	\$18.16	\$28.16	\$6.14
150W High Pressure Sodium	\$10.15	\$18.86	\$29.25	\$6.94
200W High Pressure Sodium*	\$11.89	--	--	--
250W High Pressure Sodium	\$12.77	\$21.28	\$31.11	\$8.83
400W High Pressure Sodium	\$15.50	\$23.72	\$33.36	\$11.38
175W Metal Halide	\$13.86	\$25.51	\$33.36	\$12.47

*Closed to new customers

INTERIM RATE ADJUSTMENT

A 6.61% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 3, 2014.

PRE-PAY OPTION SURCHARGE

A monthly surcharge per luminaire of 0.2% applies to the amount the purchase price exceeds \$1,200.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

FUEL CLAUSE

Bills are subject to the adjustments provided for in the Fuel Clause Rider.

(Continued on Sheet No 5-74.1)

Date Filed: 11-04-13	By: David M. Sparby	Effective Date: 01-03-14
	President and CEO of Northern States Power Company, a Minnesota corporation	
Docket No. E002/GR-13-868		Order Date: 01-02-14

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

STREET LIGHTING SYSTEM SERVICE (Continued)
RATE CODE A30

Section No. 5
8th Revised Sheet No. 74.1

RESOURCE ADJUSTMENT

Bills are subject to the adjustments provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider, the Renewable Development Fund Rider, the Transmission Cost Recovery Rider, the Renewable Energy Standard Rider and the Mercury Cost Recovery Rider.

ENVIRONMENTAL IMPROVEMENT RIDER

Bills are subject to the adjustments provided for in the Environmental Improvement Rider.

SURCHARGE

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider.

LATE PAYMENT CHARGE

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations, Section 3.5.

OTHER PROVISIONS

This schedule is also subject to provisions contained in Rules for Application of Street Lighting Rates.

Date Filed:	11-02-12	By: David M. Sparby	Effective Date:	12-01-13
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-12-961		Order Date:	09-03-13

**RULES FOR APPLICATION OF
STREET LIGHTING RATES**

Section No. 5
5th Revised Sheet No. 82

1. SERVICE INCLUDED IN RATE

a. *Street Lighting System Service*

Overhead, Underground, and Decorative

Company shall own, operate, and maintain the overhead and underground street lighting systems using Company's standard street lighting equipment.

Company Property

All poles, other material and equipment that may be used by Company in carrying out street lighting service shall be and remain the property of Company. Company shall have the right to install poles and other materials for street lighting service on or along public streets and alleys of customer and to remove the same upon expiration of term.

Terms and Conditions:

Standard Service

Except for customers choosing the pre-pay option for street lighting system service, the term of service will be a minimum of five (5) years. After the minimum five year service term, service shall continue thereafter for one (1) year terms, unless either party provides written notice at least ninety (90) days prior to the expiration of a term that customer intends to terminate the service. Existing lights that have been in service for more than five years at the time this Tariff provision is approved by the Commission will continue on 1-year terms until either party terminates the service based on the provisions listed above. Company shall furnish all electric energy necessary to operate the street lighting system, shall make all lamp and glassware renewals, clean the glassware, light and extinguish all lamps, make all ballast and starter renewals, and furnish all the materials and labor necessary for these services. Company shall also repair all damaged equipment.

Pre-Pay Option

Customer shall pay the Company upfront the costs associated with the entire ornamental street lighting system including underground cables, posts, lamps, ballasts, starters, photocells, and glassware. The Company retains ownership of the street lighting system. The street lighting system shall be Company approved and include a lamp type and wattage combination that corresponds to an existing Pre-Pay Option rate. Company shall furnish all electric energy necessary to operate the street lighting system, shall make all lamp and glassware renewals, clean the glassware, light and extinguish all lamps, make all ballast and starter renewals, and furnish all the materials and labor necessary for these services. Company shall also repair all damaged equipment for 25 years from the installation date. After 25 years, Company will repair damaged equipment when the damage is not associated with the age of the street lighting system. These repairs are routine in nature such as lamp, photo control, starter, and fuses.

(Continued on Sheet No. 5-83)

Date Filed:	11-02-12	By: David M. Sparby	Effective Date:	12-01-13
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-12-961		Order Date:	09-03-13

**RULES FOR APPLICATION OF
STREET LIGHTING RATES (Continued)**

Section No. 5
4th Revised Sheet No. 83

1. SERVICE INCLUDED IN RATE (Continued)

Prepay Option (Continued)

If in the Company's opinion, the condition of the street lighting system is such that replacement or significant renovation of the system is necessary (for example, due to underground faults, pole deterioration, ballast outage), the customer shall have two options:

- (1) the customer must either transfer to the Street Lighting Energy Service – Metered rate, or
- (2) reimburse Company for the installed cost of a replacement system.

Attachments

The Customer may not make any attachments, including but not limited to, banners, flags, signs, or holiday lighting, to the poles without the express written permission of Company. Approval of any such attachments will be at the sole discretion of the Company. In the event that any such attachments are made without written Company authorization, customer shall remove such attachments upon notice from Company. Any damage to Company property or other Company equipment caused by an unauthorized attachment by customer shall, after notice of damage to the customer be repaired by Company at the customer's expense. However, notice to customer prior to repair will not be required in case of an emergency or any other reason that requires immediate repair. In addition, if a street light outage is caused by an unauthorized attachment to Company property, service outage credits will not apply as described in paragraph 3 below.

b. *Street Lighting Energy Service*

The customer owns and maintains entire ornamental street lighting system including underground cables, posts, lamps, ballasts, photocells, and glassware. Ballasts shall provide a power factor of at least 90% and photocells shall conform to specified daily operating schedule. Company furnishes energy only at central distribution points designated by Company.

c. *City of St. Paul*

City owns and maintains lamp units, lamps, photocells, and glassware. Company owns and maintains distribution system, including hangers and furnishes energy at the lamp unit. Ballasts shall provide a power factor of at least 90% and photocells shall conform to specified daily operating schedule.

2. DAILY OPERATING SCHEDULE

The daily operating schedule of lamps shall be from approximately one-half hour after sunset until one-half hour before sunrise.

(Continued on Sheet No. 5-84)

Date Filed:	11-02-12	By: David M. Sparby	Effective Date:	12-01-13
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-12-961		Order Date:	09-03-13

**RULES FOR APPLICATION OF
STREET LIGHTING RATES (Continued)**

Section No. 5
4th Revised Sheet No. 84

3. OUTAGES

If illumination from any non-metered lamp is interrupted and the illumination is not resumed within 2 business days from the time the Company receives notice, 1/30th of the applicable monthly metered energy and fuel cost charges for the affected lamp(s) for each night of service outage shall be credited to the customer.

The Company shall apply such credits to all affected customers one time annually in the month of December of each year, together with an itemized list of the street lamps and/or poles associated with the credits.

Interruption of Company Performance:

In the event of the total or partial interruption of service where the Company is prevented from providing service, a customer shall not be charged under this tariff for the duration of time service cannot be provided. The Company will proceed with all reasonable diligence to put itself and its works in condition to resume and continue the supply of electric energy and the performance of the service. The Company shall not be responsible for any loss or damage resulting from the interruption or disturbance of service for any cause other than gross negligence of the Company. The Company shall not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service.

4. SPECIAL SERVICES

a. *Street Lighting System Service*

Temporary Disconnection of Service (Street lighting facilities remain in place.)

When requested by the customer, Company will temporarily disconnect service to individual street lighting units provided the customer pays a monthly facilities charge equal to the regular monthly rate less the product of the average monthly kWh for the lighting unit and the energy charge from the Street Lighting Energy Service - Metered rate schedule. The customer must pay a charge of \$25.00 to disconnect or reconnect each lighting unit.

Termination of Street Lighting Facilities

When requested by the customer, except for Pre-Pay Option lighting service, Company will remove all or a portion of a street lighting system and cease billing. The customer must pay termination costs for the removal and undepreciated value of facilities, less any salvage value, if the number of lights requested to be removed in any 12 month period exceeds 5% of the municipality's street lighting system.

(Continued on Sheet No. 5-84.1)

Date Filed:	11-02-12	By: David M. Sparby	Effective Date:	12-01-13
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-12-961		Order Date:	09-03-13

**RULES FOR APPLICATION OF
STREET LIGHTING RATES (Continued)**

Section No. 5
2nd Revised Sheet No. 84.1

4. SPECIAL SERVICES (Continued)

b. *Street Lighting Energy Service*

Daily Operating Schedule Option

Reduced hours of operation from the standard daily operating schedule is available under the applicable commercial and industrial rate, subject to the following provisions:

- (1) customer must install a meter socket at the service point, and
- (2) customer shall provide all maintenance to lighting units and identify the lighting units with Company approved markings.

Disconnection of Service

During the period between customer disconnection and reconnection of street lighting units, Company will cease billing provided the disconnection is made on the line side of the lighting unit ballast. Customer disconnection not on the line side will require the customer to pay a charge to compensate for the lighting unit ballast core loss. When requested by the customer, Company will disconnect or reconnect street lighting units provided the customer pays a charge of \$25.00 for the disconnection or reconnection of each lighting unit. The customer must identify all disconnected street lighting units with Company approved markings.

Date Filed:	11-02-12	By: David M. Sparby	Effective Date:	12-01-13
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-12-961		Order Date:	09-03-13

Memo

From: Adrianna Hennen, Acting Clerk-Treasurer

To: Freeport City Council

Date: April 22, 2015

Re: Sheldon Peterson Nuisance

Attached is an email I received from Matthew Loven, the attorney who has been working on this case. Since things seem to be put into motion it sounds as if the end is near. With that being said, I recommend waiting until the May meeting. If nothing has advanced by then, that is when council should make a decision to either: 1) continue the process with Rinke-Noonan; 2) Take a different course of action; 3) Cease all prosecution against Sheldon Peterson.

The City has paid at least \$946.60 (to Rinke-Noonan) on the prosecution of Sheldon Peterson's property so far.



April 27, 2015

Direct Dial: 320-656-3510
Mloven@RinkeNoonan.com

Sheldon Peterson
184 Madison 3047
Huntsville, AR 72740-9371

Re: State of Minnesota vs. Sheldon Blue Peterson
Court File No. 73-CR-15-657
Our File No. 22426-0001

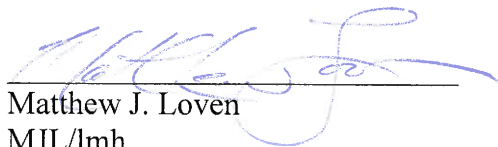
Dear Sheldon:

We are in receipt of your delivery of the executed Petition to Enter Plead Guilty and check (no. 1332) in the amount of \$187.00. However, there are two major deficiencies: (1) the check must be payable to "Stearns County Court Administration", it cannot be made payable to me nor our office; and (2) the Court cannot accept the Petition to Enter Plead Guilty as printed since the words overlap and are illegible in parts. Therefore, I am returning both of these to you.

As such, enclosed please find the original Petition to Enter Plead Guilty with regard to the above-referenced matter. I would ask that you please sign this document where indicated and return it to our office, along with a check payable to Stearns County Court Administration in the amount of \$187.00 as soon as possible.

If you have any questions, please let us know.

Sincerely,



Matthew J. Loven
MJL/lmh

Enclosures

cc: Adrianna Hennen (w/encl.)

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF STEARNS

SEVENTH JUDICIAL DISTRICT

State of Minnesota,

Plaintiff,

Case No: 73-CR-15-657

vs.

Sheldon Blue Peterson,

Defendant.

**PETITION TO ENTER PLEAD GUILTY
IN MISDEMEANOR OR GROSS CASE
PURSUANT TO RULE 15**

TO THE ABOVE-NAMED COURT:

I wish to enter a plea of guilty in the above-entitled case and I hereby state to the Court the following:

1. I am the Defendant in this case, my full name is Sheldon Blue Peterson and my date of birth is 07/03/1971.
2. I am charged with Public Nuisance in violation of Freeport Ordinance 2010.
3. I hereby plead guilty to the offense(s) of with Public Nuisance in violation of Freeport Ordinance 2010.
4. I am pleading guilty because on January 7, 2015 in the City of Freeport, County of Stearns, and State of Minnesota I committed the following acts: was the owner of property and failed to maintain the property in compliance with Freeport Ordinance 2010.
5. I understand that the maximum possible sentence for any misdemeanor offense to which I am pleading guilty is 90 days imprisonment or a fine of \$1,000.00 or both. Further, I understand that if I am not a citizen of the United States, my plea of guilty to this crime may result in deportation, exclusion from admission to the United States or denial of naturalization as a United States citizen.

6. RIGHT TO AN ATTORNEY. I understand that I have the right to be represented by an attorney and that an attorney will be appointed to represent me without cost to me if I cannot afford to pay for an attorney.

7. I have fully discussed the charge(s), my constitutional rights, and this Petition with my attorney.

8. I understand I also have the following constitutional rights which I knowingly and voluntarily give up:

- (a) The right to a trial to the court or to a jury in which I am presumed innocent until proven guilty beyond a reasonable doubt and in which all jurors in a Jury Trial must agree I am guilty before the jury could find me guilty.
- (b) The right to confront and cross-examine all witnesses against me.
- (c) The right to remain silent or to testify for myself.
- (d) The right to Subpoena and present witnesses to testify for me in my defense.
- (e) The right to a Pre-Trial Hearing to contest the admissibility at trial of any confessions or admissions or of any evidence obtained from a search and seizure.

9. I am entering my plea of guilty freely and voluntarily and without any promises except as indicated in number 10 below.

10. I am entering my plea of guilty based on the following Plea Agreement with the prosecutor: **I will pay a \$500.00 fine, I will pay \$100.00 and \$87.00 in fees and surcharges for a total of \$187.00, \$400.00 will be stayed for until May 15, 2015. I agree to abate the public nuisance on or before April 15, 2015 by doing the following: (1) moving the unlicensed vehicles (Chevrolet Cavalier, Volkswagen car, motorcycle and motor scooter) into the garage or off the property; (2) remove the garbage from the property; (3) eliminate or properly store the piles of wood and shingles by moving them into the garage or erect fencing approved by the City of Freeport; and (4) trim the shrubs so they do not prevent a**

clear view of all traffic approaching the intersection of First Avenue North and Second Street North.

11. I understand that if the Court does not approve this agreement, I have the right to withdraw my plea of guilty and have a trial.

12. I hereby knowingly and voluntarily give up my right to be present upon (entry of my plea and) Sentencing and request that the Court sentence me in my absence, but according to any plea agreement that might be contained in this Petition.

Dated: _____, 2015

Sheldon Blue Peterson, Defendant

Dated: _____, 2015

RINKE NOONAN

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Attorney for Plaintiff

PETITION AND PLEA OF GUILTY ACCEPTED BY

Dated: _____, 2015

Judge of District Court