



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
September 18, 2018**

1. **9:00 a.m. Agenda and Consent Agenda**
RE: September 4, 2018 Minutes and Summary Minutes
RE: August 2018 Transfers
RE: Sheriff's Youth Project of Le Sueur County Gambling Application

2. **9:05 a.m. Claims (5 min)**

3. **9:10 a.m. Human Services (35 min)**

4. **9:45 a.m. Brett Mason, Sheriff (5 min)**
RE: 2019 Squads

5. **9:50 a.m. Pam Simonette, Auditor-Treasurer (10 min)**
RE: License Bureau Update

6. **10:00 a.m. Dani Blaschko, Ditch Manager (15 min)**
RE: Contracts with H2Over Viewers - CD 22, 26, 35, 37, 41, 43, 44, 48, 49, 60, 61,
65
RE: Improvement Petition for CD41
RE: Improvement Petition for CD61

7. **10:15 a.m. Justin Lutterman, GIS (5 min)**
RE: Software Upgrade

8. **10:20 a.m. Dave Tiegs, Highway Engineer (5 min)**

9. **10:25 a.m. Darrell Pettis, County Administrator**
RE: Future Board Meetings Update
RE: HR Agenda
10. **Commissioner Committee Reports**
11. **Future Meetings**
12. **2019 Preliminary Levy Workshop following the Board Meeting**



Le Sueur County, MN
Tuesday, September 18, 2018
Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda

RE: September 4, 2018 Minutes and Summary Minutes

RE: August 2018 Transfers

RE: Sheriff's Youth Project of Le Sueur County Gambling Application

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting September 4, 2018

The Le Sueur County Board of Commissioners met in regular session on Tuesday, September 4, 2018 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Lance Wetzel, John King, Dave Gliszinski and Steve Rohlfig. Joe Connolly was excused. Also present was County Administrator Darrell Pettis. County Attorney Brent Christian was excused.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the agenda for the business of the day.

On motion by King, seconded by Rohlfig and unanimously approved, the Board approved the consent agenda:

- Approved the August 28, 2018 County Board Minutes and Summary Minutes

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the claims for Human Services:

Financial: \$ 58,153.85
Soc Services: \$ 97,054.23

Orrin Wendt appeared before the Board to discuss noise concerns from adding center line rumble strips on County Road 11.

Highway Engineer Dave Tiegs was also present to answer questions, and was of the opinion that sound engineering practices were used in the studies and reports that resulted in the recommendation and approval of this project.

On motion by Gliszinski, seconded by Rohlfig with King voting nay, Wetzel abstaining and Connolly absent, the Board approved 2-1 to eliminate the planned rumble strips on County Road 11 on the three miles between County Road 12 and the City of Elysian due to the high density of residents that live on that stretch of road.

County Administrator Darrell Pettis appeared before the Board with two items for approval.

On motion by Gliszinski, seconded by Rohlfig and unanimously approved, the Board approved to rescind the offer to hire Derek Rossow as a full time Correctional Officer/Dispatcher in the Sheriff's Office. Mr. Rossow has declined the full-time Correctional Officer/Dispatcher position in the Sheriff's Office.

On motion by Rohlfig, seconded by Gliszinski and unanimously approved, the Board approved to hire James Staupe as a full time Correctional Officer/Dispatcher in the Sheriff's Office, Grade 6, Step 4 at \$20.35 per hour, effective September 2, 2018.

Commissioner Committee Reports:

Commissioner Rohlring attended a Lake Washington annual meeting.

Commissioner Gliszinski attended a Justice Center progress meeting.

Commissioner King attended a Justice Center progress meeting.

Commissioner Wetzel attended a LCDS board meeting and a Public Health Emergency Preparedness meeting.

On motion by King, seconded by Rohlring and unanimously approved, the following claims were approved for payment:

| Warrant # | Vendor Name | Amount |
|------------------|--|---------------------|
| 51220 | Accountemps | \$ 3,472.00 |
| 51222 | Ag Partners Coop | \$ 9,634.85 |
| 51226 | Bolton & Menk Inc. | \$ 6,082.00 |
| 51228 | Braun Intertec Corp. | \$ 9,792.00 |
| 51235 | Election Systems & Software Inc. | \$ 4,116.36 |
| 51243 | Guardian Fleet Safety, LLC | \$ 10,368.86 |
| 51248 | Information Systems Co. | \$ 12,015.00 |
| 51271 | Rinke-Noonan Law Firm | \$ 2,281.00 |
| 51274 | Selly Excavating Inc. | \$ 2,500.00 |
| 51279 | S.M.C. Co. Inc. | \$ 8,725.17 |
| 51288 | Tire Associates Inc. | \$ 12,014.56 |
| 51290 | Traxler Construction Inc. | \$ 26,934.86 |
| 51295 | Van Paper Co. | \$ 2,242.66 |
| 51300 | Waterville Lakes Assoc. | \$ 4,795.00 |
| 51302 | Wondra Automotive Inc. | \$ 2,637.88 |
| 51303 | Zarnoth Brush Works Inc. | \$ 2,052.40 |
| 51304 | Ziegler Inc. | \$ 4,728.69 |
| 68 | Claims paid less than \$2,000.00: | \$ 20,610.78 |
| 17 | Claims paid more than \$2,000.00: | \$124,393.29 |
| 85 | Total all claims paid: | \$145,004.07 |

On motion by King, seconded by Rohlring and unanimously approved, the Board adjourned until Tuesday, September 18, 2018 at 9:00 a.m.

ATTEST:

Le Sueur County Administrator

Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, September 4, 2018

•This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator’s Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.

- Approved the agenda.(Gliszinski-King)
- Approved the consent agenda. (King-Rohlfing)
- Approved Human Services claims: Financial \$ 58,153.85 and Soc Services \$ 97,054.23 (Gliszinski-King)
- Approved to eliminate the planned rumble strips on County Road 11 on the three miles between County Road 12 and the City of Elysian. (Gliszinski-Rohlfing)
- Approved to rescind the offer to hire Derek Rossow in the Sheriff’s Office. (Gliszinski-Rohlfing)
- Approved to hire James Staupé in the Sheriff’s Office. (Rohlfing-Gliszinski)
- The following claims were approved for payment: (King-Rohlfing)

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|-----------|-----------------------------------|--------------|
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| 85 | Total all claims paid: | \$145,004.07 |

•Adjourned until Tuesday, September 18, 2018 at 9:00 a.m. (King-Rohlfing)

ATTEST: Le Sueur County Administrator Le Sueur County Chairman

August 2018 Transfers

- #1709 Transfer 3,712.00 from Agency to Revenue
 (August Landshark)

- #1710 Transfer 3,088.00 from Human Services to Revenue
 (A87 Qtr ending 6-30-18)

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Sheriff's Youth Project of Le Sueur County Previous Gambling Permit Number: X-92998

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 80-0800938

Mailing Address: 610 North Park Avenue

City: Le Center State: MN Zip: 56057 County: Le Sueur

Name of Chief Executive Officer: Brett V.P. Mason

CEO Email: bmason@co.le-sueur.mn.us
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Traxler's Hunting Preserve

Physical Address (do not use P.O. box): 37699 Hunting Preserve Lane

Check one:

City: _____ Zip: _____ County: _____

Township: Lexington Zip: 56057 County: Le Sueur

Date(s) of activity (for raffles, indicate the date of the drawing): October 23, 2018

Check each type of gambling activity that your organization will conduct:

- Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: Le Sueur

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.
An equal opportunity employer



Le Sueur County, MN

Tuesday, September 18, 2018

Board Meeting

Item 2

9:05 a.m. Claims (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, September 18, 2018

Board Meeting

Item 3

9:10 a.m. Human Services (35 min)

Staff Contact:

**Human Services Board Agenda
September 18, 2018 @ 9:10 a.m.**

100- INFORMATION/PRESENTATIONS:

- 110 - Human Services is fully staffed!
 - Updated Organizational Chart
 - Amber Atherton, Temporary Social Worker (9/12-12/31)
 - Amber will assist MH Staff with their duties while they are working with the Community Connections Project
- 120 - Child Care Licensing Update - Kathy Van Otterloo
- 130 - SNAP Certificate
- 140 - Montgomery KC's donated 47 coats for kids

200- CHARTS/GRAPHS:

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
 - 231- Social Services Team
 - 232- Child Services Team
 - 232.1- Out of Home Placement Report
 - 232.2- In-Home Family Therapy Report;
 - 233- Behavioral Health Team

300- BOARD APPROVAL ITEMS:

- 310 - Meridian Behavioral Health Agreement 10/2018-9/2019)
(Licensed Alcohol and Drug Counselor Supervision)
- 320 - Tri City United Agreement for the Transportation of Children and Youth in Foster Care Placement 9/2018-8/2020
- 330 - Commissioner's Warrants

Purchase-of-Service Agreement

Le Sueur County, acting through Le Sueur County Human Services, 88 S. Park Ave., Le Center, MN 56057, hereafter referred to as the "County," and Meridian Behavioral Health 550 Main Street, Suite 190, New Brighton MN 55112 hereafter referred to as the "Contractor," enter into this agreement for the period from October 1, 2018, through September 30, 2019.

WITNESSETH

WHEREAS, the Contractor is an agency duly qualified and willing to provide Rule 25 Assessment Supervision and Treatment/ Care Coordination; and

WHEREAS, the County, pursuant to Minnesota Statutes, Section 373.01 and 373.02, wishes to purchase such services from Contractor; and

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and Contractor agree as follows:

I. DUTIES

A. Contractor's Duties:

1. Contractor will provide Alcohol and drug counselor supervision services to Le Sueur County staff in order to comply with MN Statutes 245G.11 subd 7: MN Statutes 245G.07 subd 1 (6), and Mn Rule 9530-6615 Subp 2 (A).
2. Contractor will submit a monthly billing statement. The billing statement will include and a copy of log of time spent with Le Sueur County staff in supervision services

B. County's Duties:

1. County will process for payment monthly billings from Contractor for eligible supervision services.

II. COST AND DELIVERY OF PURCHASED SERVICES

- A. County will reimburse Contractor \$ 50.00 per hour of service.

III. ELIGIBILITY FOR SERVICES

- A. The parties understand and agree that the eligibility to receive reimbursement for the purchased services is limited to direct supervision to Le Sueur County staff required to receive supervision services under MN Rule 9530.6615

IV. PAYMENT FOR PURCHASED SERVICES

- A. Certification of Expenditures: The Contractor will, within 15 working days following the last day of the calendar month, submit an invoice for services purchased to the County. The invoice must include an itemized listing (time record) of services.
- B. Payment: The County, within 30 days of the date of receipt of the invoice, will make payment to the Contractor for all eligible services identified on the invoice.

V. AUDIT AND RECORD DISCLOSURES

The Contractor must:

- A. Allow personnel of the County, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- B. Maintain all records pertaining to the contract for four (4) years for audit purposes.

VI. SAFEGUARD OF CLIENT INFORMATION

- A. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the County's or Contractor's responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible client, the client's attorney, or the client's responsible parent or guardian.
- B. The County is a covered entity under the Health Insurance Portability and Accountability Act (HIPAA). To the extent that the Contractor performs a function or activity involving the use of "protected health information" (45 CFR section 164.501), on behalf of the County including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing, or administration; utilization review; quality assurance; billing; benefit management; practice management; repricing; or otherwise provided by 45 CFR section 160.103, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164), (collectively referred to as "HIPAA"), and all applicable requirements.

VII. FAIR HEARING AND GRIEVANCE PROCEDURE

The County agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with fair hearing and grievance procedures established by Department of Human Services administrative rules.

VIII. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

Federal Regulation 45 CFR 92.35 prohibits the County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the Federal Government. Similarly, Minnesota Statutes, Section 16C.03, Subd. 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the County. Vendors may be suspended or debarred when it is determined, through a duly-authorized hearing process, that they have abused the public trust in a serious manner.

By signing this contract, the Contractor certifies that it and its principals¹ and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three (3) year period preceding this contract:
 - 1. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract;
 - 2. Violated any federal or state antitrust statutes; or
 - 3. Committed embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local) transaction;
 - 2. Violating any federal or state antitrust statutes; or

¹"Principals" for the purposes of this certification means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

- 3. Committing embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- E. Shall immediately give written notice to the County should Contractor come under investigation and allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

IX. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This agreement may be canceled by either party at any time, with or without cause, upon ninety (90) days' notice, in writing, delivered by mail or in person.
- 8. Before the termination date specified, the County may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.
- C. Any alterations, variations, modifications, or waivers of provisions of this agreement must be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.

X. SUBCONTRACTING

- A. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this contract without written approval of the County.
- 8. All subcontractors must be subject to and must meet all of the requirements of this contract.
- C. The Contractor must ensure that any and all subcontractors to provide services under this contract must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this contract. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Contractor for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the contract. Minnesota Department of Human Services is entitled to and may recover from the Contractor reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor must it be construed as a waiver of

Immunity under the Eleventh Amendment of the United States Constitution or any other waiver or immunity.

- D. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, Part 9525.1870, Subpart 3.

XI. NONCOMPLIANCE

- A. If the Contractor fails to comply with the provisions of this contract, the County may seek any available legal remedy. If the County fails to comply with the provisions of this contract, the Contractor may seek any available legal remedy.
- B. Either party must notify the other party within thirty (30) days when a party has reasonable grounds to believe that this contract has been or will be breached in a material manner. The party receiving such notification must have thirty (30) days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach. Resolution will be attempted following fair hearing and grievance procedure outlined in Section VII.

XII. MISCELLANEOUS

The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as third-party beneficiary, is an affected party under this agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the Contractor for any appropriate relief in law or performance of all or any part of the agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph and that is successfully maintained. This provision must not be construed to limit the rights of any party to the agreement of any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

XIII. BONDING, INDEMNITY, INSURANCE AND AUDIT CLAUSE

- A. **Bonding:** The Contractor will be required to maintain at all times, during the term of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$100,000.00 covering the activity of each person authorized to receive or distribute monies under the term of this Contract. A copy of the Contractor's bond or insurance certificate shall be delivered to the County at the beginning of this Contract term and on an annual basis thereafter.
- B. **Indemnity:** The parties agree that they will at all times defend, indemnify, and hold each other harmless, against any and all liability; loss, damages, costs, and expenses as follows:

1. By reason of any applicant or eligible person suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Contract, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Contractor or any officer, agent, or employee thereof; or
2. By reason of any applicant or eligible person causing injury to, or damage to, the property of another person, during any time when the Contractor or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Contract; or
3. By reason of any negligent act or omission or intentional act of the Contractor, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of Purchased Services under this Contract.

C. **Insurance:** The Contractor further agrees, in order to protect itself as well as the Department, the Lead County, and other Financially Responsible Agencies under the indemnity contract provision set forth above, its officers, agents, employees, and servants as additional insureds, but only insofar as the operations under this contract. It will at all times during the term of the Contract, and beyond such term when so required, have and keep in force a general liability insurance policy. Adult family foster care providers and child family foster care providers who are covered by the OHS-purchased liability policy for these providers are exempt from this insurance requirement as long as the OHS-purchased insurance is in force. Any insurance required to be provided by the Contractor shall be primary, and not excess, to any other coverage carried by the County. The selected insurance company of the Contractor must be acceptable to the County. The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

1. The Contractor will purchase occurrence-based liability insurance. The policy shall include coverage for all applicable liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under a contract. An umbrella liability policy may be used in conjunction with the primary coverage limits to meet the minimum limit requirements for each coverage. The County should be listed as an additional insured.
2. The applicable liability insurance coverage will meet the limits as shown below or be of equal to the tort liability limits under Minnesota Statutes 466.04, Section 3.736, Subd. 4, whichever is greater:
 - a. **Commercial General Liability Coverage**
 - \$3,000,000.00 for general aggregate coverage
 - \$3,000,000.00 for products and completed operations aggregate
 - \$1,500,000.00 for each occurrence
 - \$1,500,000.00 for personal injury and advertising injury
 - \$100,000.00 for fire damage limit
 - \$5,000.00 for medical expense

- b. **Auto liability coverage** of \$1,500,000.00 per occurrence. Auto coverage should include any auto, including hired and non-owned.
 - c. **Worker's Compensation and employer's liability coverage:**
Worker's Compensation limits are to be statutory per applicable state and federal laws. Minimum employer's liability coverage:
Bodily injury by accident: \$500,000.00 each accident
Bodily injury by disease: \$500,000.00 each employee
Bodily injury by disease: \$500,000.00 policy limit
3. The Department of Human Services, Le Sueur County, and Financially Responsible Agency must all be listed as additional insured, and the County shall be sent a current, appropriately signed certificate of insurance on an annual basis. The certificate should identify the county as an additional insured for relevant coverages, except Worker's Compensation. The certificate must show that the County will receive sixty (60) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
4. If the Contractor is unable to obtain the required insurance coverage, or if the coverage is cancelled during the term of this Agreement, the Contractor must notify the County contract manager (or the contract manager's designee) by telephone or e-mail the same business day as the Contractor receives notice of cancellation or inability to obtain coverage. The Contractor shall also provide written notice to the Lead County contract manager within five (5) business days. The Contractor shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, the Contractor shall apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance coverage shall be considered an event of default pursuant to this Agreement.

(REST OF PAGE INTENTIONALLY LEFT BLANK)

XIV. ENTIRE AGREEMENT

It is understood and agreed that the entire contract of the parties is contained herein and this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the day and year first above-written:

Meridian Behavioral Health

Date

County of Le Sueur, by

Le Sueur County Board Chair

Date

Le Sueur County Administrator

Date

Approved as to form and execution, by

Le Sueur County Attorney

Da

**PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

This Agreement is entered into by and between Tri-City United School District 2905 (hereinafter referred to as the District) and **Le Sueur County Human Services**.

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by Every Student Succeeds Act, the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and **Le Sueur County Human Services** agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from September 1, 2018 – August 31, 2020

2. EDUCATIONAL PLACEMENT DECISIONS:

Le Sueur County Human Services is responsible for determining appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interests. **Le Sueur County Human Services** and/or representative of the school in which the child is currently enrolled will work with the **Le Sueur County Human Services** foster care contact to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

If **Le Sueur County Human Services** is considering moving a child to a new educational placement, **Le Sueur County Human Services**

will have a phone consultation with the school contact prior to gathering input about the best interests of the child in relation to their school placement. **Le Sueur County Human Services** and District Foster Care Point of Contact responsible for students in foster care will work collaboratively to inform this school placement decision-making process. The school will provide information about the appropriateness of the child's current educational placement. **Le Sueur County Human Services** shall take into consideration this information and other best interest factors found in paragraph three in making educational decision. The District Foster Care Point of Contact and /or a representative of the school in which the child is enrolled will be asked to participate in the meeting, either by phone or in person. **Le Sueur County Human Services** will identify a point of contact from the agency to work directly with the District Foster Care Point of Contact to ensure a smooth transition.

3. BEST INTEREST FACTORS:

When considering placement, the following best interest factors should be considered:

- The student's age
- The school attended by the student's siblings
- Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time
- The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider
- School stability and educational continuity
- Time remain in in the academic year
- Personal safety, attendance, academic progress and social involvement of the students in the current school
- The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically
- Availability of classes to avoid credit loss and for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the **Le Sueur County Human Services** case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner:

- a. Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. District will cover the associated costs.
- b. Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the District will assume costs required for transporting the student to school. District will cover the associated costs.

- c. Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with **Le Sueur County Human Services** to determine the best possible means of transportation. The District and **Le Sueur County Human Services** will share the transportation costs identified in Section 5a.
- d. Students residing in a foster care placement outside of District boundaries, but attending a District School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with Le Sueur County Human Services to determine the best possible means of transportation. The District and Le Sueur County Human Services will share the transportation costs identified in Section 5a.
- e. Students placed in foster care within District and attending a non-ISD 2905 School: The District will bear no financial responsibility for this student. **Le Sueur County Human Services** and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

- a. The District and **Le Sueur County Human Services** agree to split the costs of the transportation described in Section 4, including but not limited to staff time and third party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the **Le Sueur County Human Services** agree to each assume pay 50% of the costs.
- b. **Le Sueur County Human Services** will identify a point of contact from the agency to work directly with the District Foster Care Point of Contact to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested by the **Le Sueur County Human Services** point of contact in order to be honored.
- c. Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to driver or vehicle unavailability, **Le Sueur County Human Services** will be responsible for transportation of the student placed in foster care.
- d. **Le Sueur County Human Services** will compensate the District for transportation provided outside of the district pursuant to this agreement at the rate billed to the district by the private transportation company. Copies of the invoices from the private transportation company will be provided to **Le Sueur County Human Services**.
- e. The District will submit itemized invoices to the **Le Sueur County Human Services** contact on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice.
- f. In situations where transportation is being funded by **Le Sueur County Human Services**, **Le Sueur County Human Services** point of contact will notify the District Foster Care Point of Contact when foster care placements end.

6. DISPUTE RESOLUTION:

It is the responsibility of **Le Sueur County Human Services** and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

Le Sueur County Human Services and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

1. The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
2. Upon receipt of the explanation, the decision will be reviewed by the District and the **[DIRECTOR/SUPERVISOR]** of **[HUMAN SERVICES]** of **Le Sueur County Human Services**. Input will be reviewed from all parties and a decision by the **[DIRECTOR/SUPERVISOR]** will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a **[DISTRICT/COUNTY]** Decision Making Team meeting.
3. County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and **Le Sueur County Human Services**.
4. If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of **Le Sueur County Human Services**. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of **Le Sueur County Human Services** employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and **Le Sueur County Human Services** shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or **Le Sueur County Human Services** because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF [LE SUEUR]
STATE OF MINNESOTA

Le Sueur County Human Services

Tri-City United School District #2905

BY: _____

BY: _____

Lance Wetzel,
County Board Chair

Teri M. Preisler,
Superintendent

DATED: _____

DATED: _____

ATTESTED TO:

BY: _____

Darrell Pettis,
County Administrator

BY: _____

Jean Kopp,
Director of Business Services

DATED: _____

DATED: _____



Le Sueur County, MN

Tuesday, September 18, 2018

Board Meeting

Item 4

9:45 a.m. Brett Mason, Sheriff (5 min)

RE: 2019 Squads

Staff Contact:



Le Sueur County, MN

Tuesday, September 18, 2018

Board Meeting

Item 5

9:50 a.m. Pam Simonette, Auditor-Treasurer (10 min)

RE: License Bureau Update

Staff Contact:

Le Sueur County License Bureau Information

After October 1st, the License Bureau operating hours will remain at 8:00-4:30, Monday through Thursday and 8:00-4:00 on Fridays for all services EXCEPT enhanced driver's licenses and REAL ID. These transactions will have a cut-off time of 3:45, Mon-Thurs, and 3:15 on Friday to allow enough time for processing. The cut-off time mirrors the State of Minnesota's exam stations that have been the only ones processing these transactions. In checking with other counties, we have found that several currently have cut-off times for title transactions since the MNLARS implementation. Scott County has a cut-off of 2 hours prior to office closing, Blue Earth County has an hour cut-off and Nicollet County plans to cut-off EDL/EID and REAL ID hours at least ½ hr before close. A listing of current locations issuing these licenses and hours of service is attached.

Press releases will be put in the legal paper, information will be on the County website and signs will be posted in several locations in the Courthouse prior to this timeframe so that the public can plan accordingly.



My Notes

Office Locations

1. **St Peter Exam Station - Deputy Registrar and Drivers License Agent - Nicollet County Courthouse**
 12.24 miles
 501 S Minnesota Ave St Peter MN, 56082
 (507) 931-6800 extension 340 and (507) 934-0335 Deputy Registrar and Drivers License Agent
 Driver License or ID Card - Enhanced: Monday-Friday 8 a.m.-4 p.m. - *Bldg closes 4:30*
2. **Mankato Exam Station and Drivers License Agent - MnDOT Building**
 18.91 miles
 2161 Bassett Drive Mankato MN, 56001
 (507) 344-2799
 Driver License or ID Card - Enhanced: Monday-Friday 8 a.m.-3:45 p.m. *Bldg closes 4:30*
3. **South Metro Exam Station**
 37.47 miles
 2070 Cliff Road Eagan MN, 55122
 (651) 201-7900
 Driver License or ID Card - Enhanced: Monday-Friday 8:00 a.m.-3:45 p.m. *Bldg closes 4:30*
4. **West Metro Exam Station**
 44.44 miles
 2455 Fernbrook Lane Plymouth MN, 55447
 (651) 201-7900
 Driver License or ID Card - Enhanced: Monday-Friday 8:00 a.m.-3:45 p.m. *Bldg closes 4:30*
5. **Hutchinson Exam Station - Deputy Registrar and Drivers License Agent**
 46.64 miles
 111 Hassan Street SE Hutchinson MN, 55350
 (320) 234-2599 Deputy Registrar and Drivers License Agent office
 Driver License or ID Card - Enhanced: Monday-Friday, by appointment only - please call office for appointment *same as above*
6. **Hastings Exam Station - Suite 150**
 48.18 miles
 1355 South Frontage Rd Hastings MN, 55033
 (651) 201-7900
 Driver License or ID Card - Enhanced: Monday, Tuesday, Thursday and Friday 8 a.m.-3:45 p.m. *same as above*
7. **Downtown St. Paul Exam Station**
 49.60 miles
 445 Minnesota St St Paul MN, 55101
 (651) 201-7900
 Driver License or ID Card - Enhanced: Monday-Friday 8 a.m.-3:45 p.m. *Same as above*
8. **Freeborn County Courthouse**
 54.47 miles
 411 S Broadway Albert Lea MN, 56007
 Call the Deputy Registrar office at (507) 377-5126
 Driver License or ID Card - Enhanced: Monday-Friday 8 a.m.-3 p.m. *Bldg closes 4:30*
9. **North Metro Exam Station - County Road I W and 35W**
 56.07 miles
 5400 Old Highway 8 Arden Hills MN, 55112
 (651) 201-7900
 Driver License or ID Card - Enhanced: Monday-Friday 8:00 a.m.-3:45 p.m.
10. **Anoka Exam Station**

58.63 miles
 2830 Cutters Grove Ave. Suite 108 Anoka MN, 55303
 (651) 201-7900
 Driver License or ID Card - Enhanced: Monday-Friday 8 a.m.-3:45 p.m.

11. Austin Exam Station

62.81 miles
 430 10th St NE Austin MN, 55912
 (507) 434-2675
 Driver License or ID Card - Enhanced: Monday-Wednesday 8 a.m.-3:45 p.m.

12. Exam Station

67.34 miles
 1633 North Broadway Rochester MN, 55906
 (507) 923-2020
 Driver License or ID Card - Enhanced: Monday-Friday 8 a.m.-3:45 p.m.

13. Redwood Falls Exam Station and Drivers License Agent - Redwood County Government Center

69.25 miles
 403 South Mill St Redwood Falls MN, 56283
 (507) 637-4029
 Driver License or ID Card - Enhanced: Monday 8:30 a.m.-3:45 p.m. and Tuesday-Friday 8 a.m.-3:45 p.m.

14. St Cloud Exam Station - Midtown Square Suite 114

83.52 miles
 3333 West Division Street St Cloud MN, 56303
 (320) 255-3044
 Driver License or ID Card - Enhanced: Monday-Friday 8 a.m.-3:45 p.m.

15. Drivers License Agent

84.18 miles
 555 18th Avenue SW Cambridge MN, 55008
 (763) 689-1644
 Driver License or ID Card - Enhanced: Monday - 8:00 a.m. - 5:30 p.m. and Tuesday-Friday 8:00 a.m. - 4:00 p.m.

16. Drivers License Agent

101.97 miles
 607 W Main Marshall MN, 56258
 (507) 537-6727
 Driver License or ID Card - Enhanced: Monday-Friday 9:00 a.m. - 3:45 p.m., by appointment only - please call office for appointment

17. Slayton Exam Station and Drivers License Agent - Murray County Courthouse

104.20 miles
 2500 28th St Slayton MN, 56172
 (507) 836-1150 or (507) 836-1151
 Driver License or ID Card - Enhanced: Monday-Friday 8 a.m.-4:30 p.m. Located in the Murray County Government Center.

18. Elbow Lake Exam Station - Deputy Registrar and Drivers License Agent - Courthouse

155.64 miles
 10 2nd St NE Elbow Lake MN, 56531
 (218) 685-8247 Deputy Registrar and Drivers License Agent office
 Driver License or ID Card - Enhanced: Monday -Friday 9:00 a.m. - 2:30 p.m.

19. Carlton County Community Services Center - Suite 130

172.53 miles
 14 North 11th Street Cloquet MN, 55720
 (218) 879-5951
 Driver License or ID Card - Enhanced: Monday-Friday 8:30 a.m.-3:45 p.m.

20. Duluth Exam Station and Drivers License Agent - Suite 990

179.57 miles
 4602 Grand Avenue Duluth MN, 55807
 (218) 216-0834

Driver License or ID Card - Enhanced: Monday-Friday 8 a.m.-3:45 p.m.

21. Deputy Registrar and Drivers License Agent

195.77 miles

401 11th Street SE Grand Rapids MN, 55744

(218) 326-4225

Driver License or ID Card - Enhanced: Monday-Friday 9:00 a.m.-3:30 p.m.

22. Detroit Lakes Exam Station - Deputy Registrar and Drivers License Agent

197.16 miles

1000 Highway 10 W Detroit Lakes MN, 56501

(218) 846-8270 Deputy Registrar and Drivers License Agent office

Driver License or ID Card - Enhanced: Monday-Wednesday 8 a.m.-3:30 p.m. and Thursday-Friday 8 a.m.-11:30 a.m. and 1-3:30 p.m.

23. Deputy Registrar and Limited Drivers License Agent

203.18 miles

208 2nd St SE Deer River MN, 56636

(218) 246-8691

Driver License or ID Card - Enhanced: Monday-Friday 9:00 a.m. - 2:30 p.m.

24. Deputy Registrar and Limited Drivers License Agent

210.73 miles

330 2nd Street NW Cass Lake MN, 56633

(218) 335-2238

Driver License or ID Card - Enhanced: Monday-Friday 8:00 a.m. - 2:00 p.m.

25. Bemidji Exam Station - Union Square

219.76 miles

111 2nd Street Bemidji MN, 56601

(218) 308-2940

Driver License or ID Card - Enhanced: Monday-Friday 8 a.m.-3:45 p.m.

26. Exam Station - MnDOT Building

223.60 miles

101 Hoover Rd Virginia MN, 55792

(218) 748-2457

Driver License or ID Card - Enhanced: Monday-Tuesday 8 a.m.-11:15 a.m. and 1-3:15 p.m. and Wednesday-Friday 8 a.m.-3:45 p.m.

27. Deputy Registrar and Limited Drivers License Agent

244.09 miles

221 S Hwy 53 Suite C Cook MN, 55723

(218) 666-6199

Driver License or ID Card - Enhanced: 9:30 a.m. - 2:00 p.m.

For Release Time
Date

Le Sueur County License Bureau

Subtitle

Le Center, MN— Date — Thursday, September 27th, 2018 the Le Sueur County License Bureau located at 88 S Park Ave in Le Center will close all services at 4:00pm. On Friday, September 28th 2018, the License Bureau will be open from 8:00am-4:00pm, but will not provide Driver's License renewal services for the day. The early closure and limited services for the two days is a result of implementation of the new mandatory state-wide Driver's Licensing system known as FAST DS.

Hours of Service Change

Beginning October 1, 2018 the hours of operation for Enhanced and REAL ID Driver's License or ID card applications will end sooner than other services. Due to the processing time of the applications, the cut off to apply for an Enhanced or REAL ID will end 45 minutes prior to close of business. All other motor vehicle, DNR and standard Driver's License and ID card renewal services will be offered during regular business hours; Monday – Thursday 8:00am-4:30 pm and Friday 8:00am-4:00pm.

Real ID and Enhanced ID...do I need it?

Minnesotans can use their current, valid Driver's License or Identification card for domestic air travel and federal purposes until October 1, 2020. That means Minnesotans have two years to obtain a REAL ID compliant form of identification. Because it is not necessary to comply with the federal REAL ID law at this time, Minnesotans can wait until it's time to renew

or have a name change or address change! If Minnesotans prefer to apply as soon as October 1st, there will be proof of identity and residency documentation that will need to be provided at time of application for both Enhanced and REAL ID.

Also, beginning in October, Minnesotans can pre-fill out their application for Driver's License or ID card renewal online, so when they stop in to renew there is no application to complete!

More information on REAL ID & Enhanced Drivers' License and ID card documentation requirements, fees and hours can be found on the state of Minnesota's Driver and Vehicle Services website dvs.dps.mn.gov.

Le Sueur County, MN

Tuesday, September 18, 2018

Board Meeting

Item 6

10:00 a.m. Dani Blaschko, Ditch Manager (15 min)

RE: Contracts with H2Over Viewers - CD 22, 26, 35, 37, 41, 43, 44, 48, 49, 60, 61, 65

RE: Improvement Petition for CD41

RE: Improvement Petition for CD61

Staff Contact:

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 22 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this “Agreement”) is made effective August 7, 2018 (the “Effective Date”) by and between **Bryan Murphy** (“Murphy”), **Shantel Hecht** (“Hecht”) and **Larry Murphy** (“Larry”) (collectively, the “Viewers”) acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the “Company”), and the **Drainage Authority of Le Sueur County for County Ditch 22** (the “Drainage Authority”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 22 (the “Drainage System”).

RECITALS

- A.** Viewers Murphy, Hecht and Larry were appointed by the Drainage Authority on August 7, 2018
- B.** The Viewers’ proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C.** The Viewers operate and coordinate their administrative functions, through the Company.
- D.** The Drainage Authority has funds available to purchase the services.
- E.** The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a.** Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about August 7, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers’ reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services.** The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services.** The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended. The Drainage Authority will reimburse the Viewer the cost of this insurance.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 22 having duly approved this Agreement on the 18th day of September 2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for Le Sueur
County Ditch 22

By: _____
Chair/President of the Le Sueur County
Drainage Authority

Bryan Murphy, Viewer

Shantel Hecht, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy
Its Authorized Agent

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 26 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this “Agreement”) is made effective July 24, 2018 (the “Effective Date”) by and between **Bryan Murphy** (“Murphy”), **Shantel Hecht** (“Hecht”) and **Larry Murphy** (“Larry”) (collectively, the “Viewers”) acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the “Company”), and the **Drainage Authority of Le Sueur County for County Ditch 26** (the “Drainage Authority”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 26 (the “Drainage System”).

RECITALS

- A.** Viewers Murphy, Hecht and Larry were appointed by the Drainage Authority on July 24, 2018.
- B.** The Viewers’ proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C.** The Viewers operate and coordinate their administrative functions, through the Company.
- D.** The Drainage Authority has funds available to purchase the services.
- E.** The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a.** Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about July 24, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers’ reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services.** The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services.** The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended. The Drainage Authority will reimburse the Viewer the cost of this insurance.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 26 having duly approved this Agreement on the 18th day of September 2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for Le Sueur
County Ditch 26

By: _____
Chair/President of the Le Sueur County
Drainage Authority

Bryan Murphy, Viewer

Shantel Hecht, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy

Its Authorized Agent

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 35 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this “Agreement”) is made effective August 7, 2018 (the “Effective Date”) by and between **Bryan Murphy** (“Murphy”), **Shantel Hecht** (“Hecht”) and **Larry Murphy** (“Larry”) (collectively, the “Viewers”) acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the “Company”), and the **Drainage Authority of Le Sueur County for County Ditch 35** (the “Drainage Authority”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 35 (the “Drainage System”).

RECITALS

- A. Viewers Murphy, Hecht and Larry were appointed by the Drainage Authority on August 7, 2018.
- B. The Viewers’ proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C. The Viewers operate and coordinate their administrative functions, through the Company.
- D. The Drainage Authority has funds available to purchase the services.
- E. The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a. Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about August 7, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers’ reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services.** The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services.** The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended. The Drainage Authority will reimburse the Viewer the cost of this insurance.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 35 having duly approved this Agreement on the 18th day of September 2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for Le Sueur
County Ditch 35

By: _____
Chair/President of the Le Sueur County
Drainage Authority

Bryan Murphy, Viewer

Shantel Hecht, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy
Its Authorized Agent

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 37 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this “Agreement”) is made effective July 24, 2018 (the “Effective Date”) by and between **Bryan Murphy** (“Murphy”), **Shantel Hecht** (“Hecht”) and **Larry Murphy** (“Larry”) (collectively, the “Viewers”) acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the “Company”), and the **Drainage Authority of Le Sueur County for County Ditch 37** (the “Drainage Authority”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 37 (the “Drainage System”).

RECITALS

- A.** Viewers Murphy, Hecht and Larry were appointed by the Drainage Authority on July 24, 2018.
- B.** The Viewers’ proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C.** The Viewers operate and coordinate their administrative functions, through the Company.
- D.** The Drainage Authority has funds available to purchase the services.
- E.** The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a.** Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about July 24, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers’ reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services.** The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services.** The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended. The Drainage Authority will reimburse the Viewer the cost of this insurance.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 37 having duly approved this Agreement on the 18th day of September 2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for Le Sueur
County Ditch 37

By: _____
Chair/President of the Le Sueur County
Drainage Authority

Bryan Murphy, Viewer

Shantel Hecht, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy

Its Authorized Agent

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 41 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this “Agreement”) is made effective July 24, 2018 (the “Effective Date”) by and between **Bryan Murphy** (“Murphy”), **Shantel Hecht** (“Hecht”) and **Larry Murphy** (“Larry”) (collectively, the “Viewers”) acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the “Company”), and the **Drainage Authority of Le Sueur County for County Ditch 41** (the “Drainage Authority”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 41 (the “Drainage System”).

RECITALS

- A.** Viewers Murphy, Hecht and Larry were appointed by the Drainage Authority on July 24, 2018.
- B.** The Viewers’ proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C.** The Viewers operate and coordinate their administrative functions, through the Company.
- D.** The Drainage Authority has funds available to purchase the services.
- E.** The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a.** Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about July 24, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers’ reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services.** The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services.** The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended. The Drainage Authority will reimburse the Viewer the cost of this insurance.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 41 having duly approved this Agreement on the 18th day of September 2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for Le Sueur
County Ditch 41

By: _____
Chair/President of the Le Sueur County
Drainage Authority

Bryan Murphy, Viewer

Shantel Hecht, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy

Its Authorized Agent

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 43 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this “Agreement”) is made effective July 24, 2018 (the “Effective Date”) by and between **Bryan Murphy** (“Murphy”), **Shantel Hecht** (“Hecht”) and **Larry Murphy** (“Larry”) (collectively, the “Viewers”) acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the “Company”), and the **Drainage Authority of Le Sueur County for County Ditch 43** (the “Drainage Authority”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 43 (the “Drainage System”).

RECITALS

- A.** Viewers Murphy, Hecht and Larry were appointed by the Drainage Authority on July 24, 2018.
- B.** The Viewers’ proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C.** The Viewers operate and coordinate their administrative functions, through the Company.
- D.** The Drainage Authority has funds available to purchase the services.
- E.** The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a.** Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about July 24, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers’ reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services.** The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services.** The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended. The Drainage Authority will reimburse the Viewer the cost of this insurance.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 43 having duly approved this Agreement on the 18th day of September 2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for Le Sueur
County Ditch 43

By: _____
Chair/President of the Le Sueur County
Drainage Authority

Bryan Murphy, Viewer

Shantel Hecht, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy

Its Authorized Agent

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 44 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this “Agreement”) is made effective July 24, 2018 (the “Effective Date”) by and between **Bryan Murphy** (“Murphy”), **Shantel Hecht** (“Hecht”) and **Larry Murphy** (“Larry”) (collectively, the “Viewers”) acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the “Company”), and the **Drainage Authority of Le Sueur County for County Ditch 44** (the “Drainage Authority”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 44 (the “Drainage System”).

RECITALS

- A. Viewers Murphy, Hecht and Larry were appointed by the Drainage Authority on July 24, 2018.
- B. The Viewers’ proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C. The Viewers operate and coordinate their administrative functions, through the Company.
- D. The Drainage Authority has funds available to purchase the services.
- E. The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a. Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about July 24, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers’ reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services.** The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services.** The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended. The Drainage Authority will reimburse the Viewer the cost of this insurance.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 44 having duly approved this Agreement on the 18th day of September 2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for Le Sueur
County Ditch 44

By: _____
Chair/President of the Le Sueur County
Drainage Authority

Bryan Murphy, Viewer

Shantel Hecht, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy

Its Authorized Agent

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 48 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this “Agreement”) is made effective July 24, 2018 (the “Effective Date”) by and between **Bryan Murphy** (“Murphy”), **Shantel Hecht** (“Hecht”) and **Larry Murphy** (“Larry”) (collectively, the “Viewers”) acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the “Company”), and the **Drainage Authority of Le Sueur County for County Ditch 48** (the “Drainage Authority”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 48 (the “Drainage System”).

RECITALS

- A. Viewers Murphy, Hecht and Larry were appointed by the Drainage Authority on July 24, 2018.
- B. The Viewers’ proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C. The Viewers operate and coordinate their administrative functions, through the Company.
- D. The Drainage Authority has funds available to purchase the services.
- E. The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a. Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about July 24, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers’ reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services.** The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services.** The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended. The Drainage Authority will reimburse the Viewer the cost of this insurance.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 48 having duly approved this Agreement on the 18th day of September 2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for Le Sueur
County Ditch 48

By: _____
Chair/President of the Le Sueur County
Drainage Authority

Bryan Murphy, Viewer

Shantel Hecht, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy
Its Authorized Agent

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 49 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this “Agreement”) is made effective August 7, 2018 (the “Effective Date”) by and between **Bryan Murphy** (“Murphy”), **Shantel Hecht** (“Hecht”) and **Larry Murphy** (“Larry”) (collectively, the “Viewers”) acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the “Company”), and the **Drainage Authority of Le Sueur County for County Ditch 49** (the “Drainage Authority”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 49 (the “Drainage System”).

RECITALS

- A.** Viewers Murphy, Hecht and Larry were appointed by the Drainage Authority on August 7, 2018.
- B.** The Viewers’ proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C.** The Viewers operate and coordinate their administrative functions, through the Company.
- D.** The Drainage Authority has funds available to purchase the services.
- E.** The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a.** Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about August 7, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers’ reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services.** The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services.** The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended. The Drainage Authority will reimburse the Viewer the cost of this insurance.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 49 having duly approved this Agreement on the 18th day of September_2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for Le Sueur
County Ditch 49

By: _____
Chair/President of the Le Sueur County
Drainage Authority

Bryan Murphy, Viewer

Shantel Hecht, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy

Its Authorized Agent

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 60 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this “Agreement”) is made effective July 24, 2018 (the “Effective Date”) by and between **Bryan Murphy** (“Murphy”), **Shantel Hecht** (“Hecht”) and **Larry Murphy** (“Larry”) (collectively, the “Viewers”) acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the “Company”), and the **Drainage Authority of Le Sueur County for County Ditch 60** (the “Drainage Authority”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 60 (the “Drainage System”).

RECITALS

- A.** Viewers Murphy, Hecht and Larry were appointed by the Drainage Authority on July 24, 2018.
- B.** The Viewers’ proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C.** The Viewers operate and coordinate their administrative functions, through the Company.
- D.** The Drainage Authority has funds available to purchase the services.
- E.** The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a.** Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about July 24, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers’ reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services.** The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services.** The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended. The Drainage Authority will reimburse the Viewer the cost of this insurance.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 60 having duly approved this Agreement on the 18th day of September 2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for Le Sueur
County Ditch 60

By: _____
Chair/President of the Le Sueur County
Drainage Authority

Bryan Murphy, Viewer

Shantel Hecht, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy

Its Authorized Agent

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 61 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this “Agreement”) is made effective July 24, 2018 (the “Effective Date”) by and between **Bryan Murphy** (“Murphy”), **Shantel Hecht** (“Hecht”) and **Larry Murphy** (“Larry”) (collectively, the “Viewers”) acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the “Company”), and the **Drainage Authority of Le Sueur County for County Ditch 61** (the “Drainage Authority”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 61 (the “Drainage System”).

RECITALS

- A.** Viewers Murphy, Hecht and Larry were appointed by the Drainage Authority on July 24, 2018.
- B.** The Viewers’ proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C.** The Viewers operate and coordinate their administrative functions, through the Company.
- D.** The Drainage Authority has funds available to purchase the services.
- E.** The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a.** Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about July 24, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers’ reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services.** The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services.** The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended. The Drainage Authority will reimburse the Viewer the cost of this insurance.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 61 having duly approved this Agreement on the 18th day of September 2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for Le Sueur
County Ditch 61

By: _____
Chair/President of the Le Sueur County
Drainage Authority

Bryan Murphy, Viewer

Shantel Hecht, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy
Its Authorized Agent

**VIEWING PROFESSIONAL SERVICES CONTRACT FOR
REDETERMINATION OF BENEFITS AND GRASS STRIP ACQUISITION ON
COUNTY DITCH 65 IN LE SUEUR COUNTY, MINNESOTA**

This Viewing Professional Services Contract (this “Agreement”) is made effective July 24, 2018 (the “Effective Date”) by and between **Bryan Murphy** (“Murphy”), **Shantel Hecht** (“Hecht”) and **Larry Murphy** (“Larry”) (collectively, the “Viewers”) acting through **H2Over Viewers, LLC**, a Minnesota limited liability company (the “Company”), and the **Drainage Authority of Le Sueur County for County Ditch 65** (the “Drainage Authority”), for the Redetermination of Benefits and Grass Strip Acquisition for County Ditch 65 (the “Drainage System”).

RECITALS

- A.** Viewers Murphy, Hecht and Larry were appointed by the Drainage Authority on July 24, 2018.
- B.** The Viewers’ proposal contained a per acre cost estimate for the Redetermination of Benefits of \$3.85 per acre within the watershed of the Drainage System.
- C.** The Viewers operate and coordinate their administrative functions, through the Company.
- D.** The Drainage Authority has funds available to purchase the services.
- E.** The Drainage Authority desires to purchase the services of the Viewers and Company in connection with the redetermination of benefits and grass strip acquisition for the Drainage System.

AGREEMENT

In consideration of the foregoing Recitals, the mutual undertakings and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Term and Cost of the Agreement

- a.** Agreement Term. The Viewers agree to furnish services as more fully described in Paragraph 3 during the period commencing on or about July 24, 2018 and, unless earlier terminated, this Agreement shall continue until the Redetermination of Benefits is complete and the Final Order, adopting the Viewers’ reports and statements of benefits and damages, are adopted by the Drainage Authority.

- b. General Fees. The Viewers shall be compensated for performing the General Viewing Services (see Paragraph 3) at the rate of \$3.85 per acre within the watershed of the Drainage System (the “Per Acre Charge”).
- c. Hourly Charge. In addition to the foregoing Per Acre Charge, each of the Viewers shall be compensated at the rate of \$50/hour (the “Hourly Charge”) for the Hourly Services (see Paragraph 3).
- d. Additional Service Fees. Viewers shall be compensated at the rate of \$90/hour (the “Additional Service Fee”) for work performed for any appearances required of any of the Viewers in court regarding the services or reports provided under this Agreement or any work provided as part of an appeal.
- e. Payment for Services. All hourly charges shall be recorded to the nearest ¼ hour. The Drainage Authority shall make prompt payment for the Viewers’ services directly to the Company upon the Company’s presentation of a claim for the Viewers’ services performed and expenses incurred in the manner provided by law for payment of claims against the Drainage Authority. The Company shall submit pay requests monthly. With respect to the Per Acre Charge, the Drainage Authority agrees that monthly payments shall be made based on the estimated watershed acreage of the Drainage System as prorated over the course of the estimated time to complete the Redetermination of Benefits, as reasonably determined by the Company and Drainage System.

2. Company Administration

- a. Company Coordination. Each Viewer is considered independent. Each Viewer individually shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. However, the individual Viewers acknowledge that they are a member of a three-viewer team and that their efforts and deliverable products will be coordinated by the Company. The Company shall not have direct control over the means and methods employed by individual Viewers. However, all coordination with the Drainage Authority and its staff, billing, record keeping, insurance and reporting shall occur through the Company.
- b. Viewers agree to ensure a unity and consistency of effort in the viewing process. Viewers agree to provide a consensus recommendation to the Drainage Authority in the proceedings.

3. Services to be Provided

- a. General Viewing Services. The Viewers will provide professional services in connection with the development of the viewing procedures for the redetermination of benefits within the watershed of the Drainage System. The Viewers' services will consist of professional analysis, viewing, meeting facilitation and report preparation services. Viewers' duties, individually and as part of the viewing team, shall include, but not be limited to the following general tasks (collectively the "General Viewing Services"):
- i. First Meeting of Viewers: Attend and participate in the first meeting of the Viewers. Take Viewer's oath and make initial coordination with Drainage Authority staff and/or engineer.
 - ii. Review Historical Drainage System Information: Gather data regarding the Drainage System and its watershed. Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address (on file with County Auditor/Treasurer/Assessor); identify hydraulic efficiency of Drainage System (working with engineer).
 - iii. Coordination Meeting with Drainage Authority Staff: Identify/verify watershed boundaries or max extent of benefited area; identify parcels to be viewed by section, township, range and property ID number; identify owner/occupant information by name and mailing address; identify hydraulic efficiency of Drainage System (working with engineer); and develop mapping information and maps to aid in viewing process.
 - iv. Conduct Office and Field Investigations and Viewing: Identify any modification to natural drainage; identify unique features - land use, impervious surface, isolated basins, erosive soils, conservation practices; determine element of benefit utilizing standards in Minnesota Statutes Section 103E.315 and accepted viewing practices; address direct benefits and outlet benefits; meet with owners onsite when necessary to clarify issues.
 - v. Prepare Viewers' Report: Follow standards of Minnesota Statutes Section 103E.321; prepare exportable digital format for Drainage Authority's use; and ensure organization of parcels/owners by PID, legal description, property address, etc.
 - vi. Prepare Benefited Area Map: Prepare map identifying benefited areas for use by Drainage Authority and prepare exportable digital format for Drainage Authority's use.

- vii. Attend and Participate in Public Meeting: Attend and participate in one public meeting.
 - viii. Attend and Participate in Final Hearing: Present determination of benefits and damages to Drainage Authority and public; explain viewing methodology and basis of benefit and damage determinations; answer questions of Drainage Authority and public regarding specific determinations; schedule reviewing as necessary to validate determinations.
- b. Hourly Services.** The Viewers shall also furnish the following services (the “Hourly Services”) that each of the Viewers shall be compensated for at the Hourly Charge provided for within Paragraph 1(c) of this Agreement:
- i. Attendance/Participation at Landowner’s Meetings. Attend and participate in informational meeting with landowners to explain the viewing process and value determinations.
 - ii. Preparation of Owners’ Report. Prepare owners’ reports consistent with requirements of Minnesota Statutes Section 103E.323.
 - iii. Additional Revisions. Conduct reviewing; prepare summaries of reviewing; submit changes and revise report, if necessary; and provide explanation of changes, if necessary, revise viewers’ report to address issues raised at Final Hearing and present changes, if any, to viewers’ report (collectively, “Additional Revisions”).
 - iv. Attendance/Participation at Additional Meetings. Attend and participate in any additional public meetings.
- c. Additional Services.** The Viewers may also furnish such additional services (the “Additional Services”) as may be requested by the Drainage Authority from time to time, which are not listed as part of the General Viewing Services or Hourly Services above, or which are not covered by the Additional Service Fee under Paragraph 1(d) of this Agreement. The Viewers and the Company will provide an estimate to the Drainage Authority and receive approval to proceed from the Drainage Authority before furnishing the Additional Services.
- d. Drainage Authority Cooperation.** Coordination with Drainage Authority staff is expected throughout the drainage proceedings. The Drainage Authority and its staff will cooperate with each Viewer to provide information relevant to the viewing process. The Drainage Authority and its staff shall not impede the viewing process. All coordination with the

Drainage Authority and its staff shall occur through the lead viewer, who shall be Bryan Murphy.

4. Independent Contractor Status

- a. Independent Contractor. At all times and for all purposes hereunder, each Viewer shall be an independent contractor and is not an employee of the Drainage Authority for any purpose. No statement contained in this Agreement shall be construed so as to find any Viewer to be an employee of the Drainage Authority, and each Viewer shall not be entitled to any of the rights, privileges, or benefits of employees of the Drainage Authority or the County of Le Sueur, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.
- b. Responsibility for Withholding. Each Viewer acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due each Viewer or the Company and that it is the sole obligation of each Viewer and the Company to comply with the applicable provisions of all Federal and State Tax laws.
- c. Hiring of Staff. Each Viewer and the Company is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

5. Insurance.

- a. Required Insurance. The Viewers and Company agree that in order to protect itself as well as the Drainage Authority, the Viewers and Company will at all times during the term of this Agreement keep in force the following insurance:
 - i. Commercial General Liability and Professional Liability. In the amount of \$500,000 per individual and \$1,500,000 per occurrence; or such other liability amounts as established in Minnesota Statutes 466, as amended. The Drainage Authority will reimburse the Viewer the cost of this insurance.
 - ii. Business Automobile Liability. In the same amounts as established above.
 - iii. Workers' Compensation Insurance. If applicable, in such amounts as required by Minnesota Statute.

- b. Insurance Policy Requirements. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the Drainage Authority.
- c. Insurance Certificates. Prior to the Effective Date, and as a condition precedent to this Agreement, the Viewers will furnish the Drainage Authority with Certificates of Insurance listing the Drainage Authority as a certificate holder.

6. Data Practices.

- a. Work Product. Viewers are performing work for hire, all work product, background information, investigations, summaries, photographs, maps or other materials, whether in paper, electronic or other form, produced or obtained by any Viewer in the course of the drainage proceeding are the property of the Drainage Authority and shall be provided to the Drainage Authority upon completion of the Viewers' work.
- b. Government Data Practices Act. All data collected, created, received, maintained, or disseminated for any purposes by the activities of a Viewer because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act, now in force or as adopted, as well as federal regulations on data privacy.

7. Records-Availability and Retention.

- a. Inspection. Pursuant to Minnesota Statute §16C.05, subd. 5, the Viewers agree that the Drainage Authority, the State Auditor, the County Auditors of Le Sueur County or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Viewers and involve transactions relating to this Agreement.
- b. Records Retention. The Company agrees to maintain these records for a period of six years from the date of termination of this Agreement.

8. Merger and Modification.

- a. Entire Agreement. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the

subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

- b. Amendments. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9. Termination.

- a. Drainage Authority Termination. The Drainage Authority may terminate this Agreement with the Viewers and Company at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.
- b. Viewers and Company Termination. The Viewers and Company may terminate this Agreement at any time with or without cause. Notice of termination shall be given in writing and shall become effective not earlier than the date of mailing. If the Agreement is terminated, the Viewers and the Company shall be promptly compensated for work performed and expenses incurred through the date of termination based on the compensation and reimbursement rates recited above.

10. Legal Fees and Costs. Should the Drainage Authority, the Viewers, or Company have to bring legal action to secure compliance with any provision of this Agreement, each party shall pay its own attorney fees and costs in such an action.

11. Subcontracting and Assignment. The Viewers shall not enter into any subcontract for performance of any services contemplated under this Agreement without the prior written approval of the Drainage Authority and subject to such conditions and provisions as the Drainage Authority may deem necessary. The Viewer shall be responsible for the performance of all subcontractors.

12. Nondiscrimination. During the performance of this Agreement, the Viewers agree to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

- 13. Compliance with Laws.** The Viewers and the Company shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement.
- 14. Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.
- 15. Counterparts.** This Agreement may be signed in two or more counterparts, all of which shall constitute a single instrument. Facsimile and scanned electronic signatures shall be sufficient for all purposes.

[Signature Page to Follow]

Viewers and Company having signed this Agreement, the Drainage Authority of Le Sueur County for County Ditch 65 having duly approved this Agreement on the 18th day of September 2018, and pursuant to such approval and the proper Drainage Authority officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

Le Sueur County Drainage Authority for Le Sueur
County Ditch 65

By: _____
Chair/President of the Le Sueur County
Drainage Authority

Bryan Murphy, Viewer

Shantel Hecht, Viewer

Larry Murphy, Viewer

H2Over Viewers, LLC

By Bryan Murphy
Its Authorized Agent

**PETITION FOR AN IMPROVEMENT OF
LE SUEUR COUNTY DITCH NO. 41**

TO THE LE SUEUR COUNTY BOARD OF COMMISSIONERS AS DRAINAGE
AUTHORITY IN RELATION TO LE SUEUR COUNTY DITCH NO. 41

The Petitioners herein respectfully represent:

WHEREAS, this Petition relates to the mainline open ditch and subsurface tile of Le Sueur County Ditch No. 41 (“the system”) located in Sections 25 and 36 of Sharon Township and Sections 30 and 31 of Lexington Township with the intention of improving the system by increasing the drain capacity; and

WHEREAS, the system consists of mainline open ditch and subsurface mainline drainage tile, and the purpose of said Petition is to increase the drainage capacity of the existing open ditch and subsurface tile by cleaning the open ditch from the outlet in the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section 25 of Sharon Township to the southeast where the open ditch converts into subsurface tile in the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section 25 of Sharon Township. The open ditch currently has two (2) crossings that are proposed to be improved. The mainline subsurface tile will be improved commencing from its outlet into the mainline open ditch in the Northeast Quarter of the Southeast Quarter (NE ¼ SE ¼) of Section 25 of Sharon Township. The mainline will replace the existing 14-inch, 12-inch, 10-inch and 8-inch tile with 24-inch and 18-inch tile (“proposed Improvement Project”); and

WHEREAS, the existing system has insufficient capacity or requires enlarging to furnish sufficient capacity or a better outlet; and

WHEREAS, it is the Petitioners’ intention to improve the existing system by increasing the drain capacity and/or changing the realignment of portions of the existing system in order to provide improved drainage benefit; and

WHEREAS, the starting point, general course and terminus of the proposed improvement project for the system is depicted on Exhibit A which is attached hereto for reference; and

WHEREAS, this Petition is signed by: (1) at least 26% of the owners of the property affected by the proposed improvements; (2) at least 26% of the owners of the property that the proposed improvement passes over; (3) the owners of at least 26% of the property area affected by the proposed improvement; and (4) the owners of at least 26% of the property area that the proposed improvement passes over; and

WHEREAS, Petitioners further request that the engineer be specifically ordered to determine and offer alternative proposals for the consideration of the Drainage Authority which relate to the improvement of the drain capacity of the system that the engineer deems feasible, if any, including repairs to branches and alternative outlets, if any; and

WHEREAS, Petitioners provide herewith a corporate surety bond in the face amount of \$50,000 payable to the Drainage Authority of Le Sueur County Ditch No. 41 said bond conditioned to pay the costs incurred if the proceeding are dismissed or a contract is not awarded to allow the costs incurred to exceed the amount of the bond and that they will cause additional bond to be filed if it appears that the costs exceed the amount of the bond; and

WHEREAS, Petitioners have been informed and understand that they may not withdraw as a Petitioner at any time after this Petition is accepted by the Drainage Authority. Petitioners further acknowledge that if the proposed drainage project is not constructed, they are, and each Petitioner is, liable to the Drainage Authority for all of the costs incurred including engineering, legal and miscellaneous fees and expenses in relation to this Petition as outlined under Minnesota Statutes 103E; and

WHEREAS, Petitioners assert that the proposed Improvement Project will benefit and be useful to the public and will promote the public health; and

WHEREAS, Petitioners recognize that water storage benefits the entire system and requests that the engineer appointed by the Drainage Authority consider water storage designs into the Improvement Project. Petitioners further request and will support actively seeking outside funding for said water storage; and

WHEREAS, Petitioners request, pursuant to Minn. Stat. §103E.215, subd. 6, that separable maintenance be used for those locations where existing tiles are being replaced with open ditch and/or new tile. Petitioners request that the engineer be ordered to determine a proportionate share of life span based on the existing condition versus the tiles original designed capacity. It is recommended by Petitioners that the separable maintenance to be paid by the entire system is that percentage of the in-place tile whose life span capacity has been used and that the improvement pay for that percentage of the tile, life span or capacity that still is in repair. The landowners are requesting that a percentage be paid as separable maintenance by the entire system and a percentage be paid for by the improvement benefits as determined by the engineer and viewers; and

WHEREAS, a separable part of the drainage system may need repair. The engineer appointed by the Drainage Authority is asked to include in detailed survey report and statement showing the proportionate estimated cost of the proposed improvement required to repair the separable part of the existing system and the estimated proportionate share of the cost of the added work required for the improvement; and

WHEREAS, the names and addresses of owners of the 40 acre tracts that the Improvement passes over (indicated with a *) and affects, as depicted on the attached Exhibit A, are as follows:

Tract 1*
Owner/Address: Douglas R. & Barbara Traxler
25602 Le Sueur Creek Rd.
Le Sueur, MN 56058

Tract 1
Owner/Address: Karl & Sandra Germscheid Trust
510 Woods Trl.
Le Center, MN 56057

Tract 2
Owner/Address: Thomas E. Wieland
82 Maple Ave S.
Le Center, MN 56057

Tract 2
Owner/Address: Douglas & Peggy Stern
18590 Laser Ave.
Sanborn, MN 56083

Tract 3
Owner/Address: Thomas E. Wieland
82 Maple Ave S.
Le Center, MN 56057

Tract 4
Owner/Address: Michael A. & Susan Macho
25316 376th St.
Le Center, MN 56057

Tract 4*
Owner/Address: William J. Wieland
25823 Le Sueur Creek Rd.
Le Sueur, MN 56058

Tract 5
Owner/Address: Brandon T. & Abby Beer
25586 E State Hwy 112
Le Center, MN 56057

Tract 5*
Owner/Address: Delores M. Beer
76 S. Lexington Ave. Apt. 108
Le Center, MN 56057

Tract 5*
Owner/Address: Donald A. & Kathryn M. Holicky
22466 360th St.
Le Center, MN 56057

Tract 6*
Owner/Address: Donald A. & Kathryn M. Holicky
22466 360th St.
Le Center, MN 56057

Tract 6
Owner/Address: Patrick & Patricia Simonette
38668 251st Ave.
Le Center, MN 56057

Tract 6*
Owner/Address: Timothy G. Simonette and BJMCC, LLP
140 Mill Ave. N.
Le Center, MN 56057

Tract 7
Owner/Address: Thomas G. Simonette
38605 251st Ave.
Le Center, MN 56057

Tract 7
Owner/Address: Timothy G. Simonette and BJMCC, LLP
140 Mill Ave. N.
Le Center, MN 56057

Tract 8
Owner/Address: Brandon T. & Abby Beer
25586 E State Hwy 112
Le Center, MN 56057

Tract 8*
Owner/Address: Delores M. Beer
76 S. Lexington Ave. Apt. 108
Le Center, MN 56057

Tract 9*

Owner/Address:

Delores M. Beer
76 S. Lexington Ave. Apt. 108
Le Center, MN 56057

Tract 9*

Owner/Address:

Thomas H. & Mariane B. Beer
38774 251st Ave.
Le Center, MN 56057

Tract 10*

Owner/Address:

George Beer
90 Solberg St. W.
Le Center, MN 56057

Tract 11

Owner/Address:

James F. & Theresa David
25199 E. State Hwy 112
Le Center, MN 56057

Tract 11

Owner/Address:

James L. Selly
25507 E. State Hwy 112
Le Center, MN 56057

Tract 12*

Owner/Address:

George Beer
90 Solberg St. W.
Le Center, MN 56057

Tract 13

Owner/Address:

Jerome P. & John Cooney
25421 400th St.
Le Center, MN 56057

Tract 14

Owner/Address:

Brian M. & Tiffany L. Schmidt
39386 251st Ave.
Le Center, MN 56057

Tract 14

Owner/Address:

James L. Selly
25507 E. State Hwy 112
Le Center, MN 56057

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Tract 15*

Owner/Address:

George Beer
90 Solberg St. W.
Le Center, MN 56057

Tract 16

Owner/Address:

Genesis Co-op Association
1273 W. Derrynane St.
Le Center, MN 56057

Tract 16

Owner/Address:

Jerome P. & John Cooney
25421 400th St.
Le Center, MN 56057

Tract 17

Owner/Address:

George Beer
90 Solberg St. W.
Le Center, MN 56057

Tract 18

Owner/Address:

Emil Knish, Jr.
c/o Mamie K. Knish
P.O. Box 122
Le Center, MN 56057

Tract 18

Owner/Address:

Kathleen Schloesser and Andrew Schlosser
80 Sports St. E.
Le Center, MN 56057

Tract 18

Owner/Address:

Wayne L. & Barbara J. Krohn Trust
39577 251st Ave.
Le Center, MN 56057

Tract 19

Owner/Address:

Genesis Co-op Association
1273 W. Derrynane St.
Le Center, MN 56057

Tract 19
Owner/Address: Kathleen Schloesser and Andrew Schlosser
80 Sports St. E.
Le Center, MN 56057

Tract 19
Owner/Address: Willa Bratsch
391 Tyrone St. E.
Le Center, MN 56057

Tract 20
Owner/Address: Michael & Darcy Schloesser
40527 S. Maple Ave.
Le Center, MN 56057

Tract 21
Owner/Address: Kathleen Schloesser and Andrew Schlosser
80 Sports St. E.
Le Center, MN 56057

Tract 22
Owner/Address: Kathleen Schloesser and Andrew Schlosser
80 Sports St. E.
Le Center, MN 56057

NOW THEREFORE, we, as Petitioners, ask the Le Sueur County Auditor to present this petition to the county board (after examined by the Le Sueur County attorney) for the appointment of Chuck Brandel, I+S Group, or, in the alternative, another engineer skilled in drainage matters to examine the proposed work.



Bruce E. Sellers
Attorney for Petitioners
Wendland Sellers Law Office
825 East Second Street, P.O. Box 247
Blue Earth, MN 56013
507-526-2196

This petition is prepared by:
Bruce E. Sellers, Attorney at Law
Wendland Sellers Law Office
825 East Second Street, P.O. Box 247
Blue Earth, MN 56013
507-526-2196

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STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
DRAINAGE AUTHORITY FOR THE IMPROVEMENT OF COUNTY DITCH 41

The matter of the petition for the improvement of Le Sueur County Ditch 41

Preliminary Findings and Order

The Le Sueur County Board of Commissioners, at its regular meeting on September 18, 2018, considered the petition for the improvement of Le Sueur County Ditch 41. Upon review of the petition for improvement and the accompanying bond, Commissioner _____ moved, seconded by Commissioner _____, for adoption of the following:

Findings:

1. The petition for the improvement of Le Sueur County Ditch 41 (CD 41) was filed with the Auditor-Treasurer pursuant to statutes section 103E.215.
2. The Board verified the signatures and ownership interests of the petitioners and finds that the Petitioners are the owners of at least 3 of the 11 40-acre parcels that the proposed improvement may pass over. As such, Petitioners are at least 26 percent of the owners of the property area that the proposed improvement passes over.
3. The petition properly designated the drainage system proposed to be improved by number or another description that identifies the drainage system.
4. The petition alleges that the drainage system has insufficient capacity or needs enlarging to furnish sufficient capacity.
5. The petition describes the improvement, including the names and addresses of owners of the 40-acre tracts or government lots and property that the improvement passes over.
6. The petition alleges that the proposed improvement is necessary and will be of public utility and promote the public health.
7. The petition contains an agreement by the petitioners that they will pay all costs and expenses that may be incurred if the improvement proceedings are dismissed.
8. The petition alleges that the existing drainage system needs repair and further petitions the Board to consider separable maintenance when determining the allocation of costs of the improvement.

[15741-0056/3113510/1]

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9. The petition was accompanied by a bond from the petitioners of \$50,000 in the form of a commercial bond payable to the County. The bond is adequate surety and has been reviewed and approved by Board's attorney. The bond is conditioned to pay the costs incurred if the proceedings are dismissed or a contract is not awarded to construct the drainage system proposed in the petition.
10. The costs incurred before the proposed drainage project is established may not exceed the amount of the petitioners' bond. A claim for expenses greater than the amount of the bond may not be paid unless an additional bond is filed. If the drainage authority determines that the cost of the proceeding will be greater than the petitioners' bond before the proposed drainage project is established, the drainage authority shall require an additional bond to cover all costs to be filed within a prescribed time. The proceeding will be stopped until the additional bond prescribed by the drainage authority is filed. If the additional bond is not filed within the time prescribed, the proceeding will be dismissed.
11. The Board's attorney has reviewed the petition and bond and has determined they meet the requirement of these proceedings.

Based on the foregoing findings, the Board of Managers adopts the following:

Order:

- a. The Board appoints engineering firm of ISG, Inc. and Chuck Brandel, P.E., to make a preliminary survey and file and report.
- b. The engineer shall serve as the engineer for the drainage project throughout the proceedings and construction unless otherwise ordered.
- c. The engineer shall file an oath to faithfully perform the assigned duties in the best manner possible and file a bond with the Board.
- d. The engineer shall include in his preliminary survey and report an investigation of the scope of improvement to include consideration of alternative improvement configurations and the impact of regulatory permitting requirements related to wetlands or other environmental factors on the possible alternatives.
- e. The engineer shall include in his preliminary survey and report an investigation of the current condition of the portion of the drainage system proposed to be improved and provide a recommendation on the propriety of a separable maintenance allocation of project costs.

After discussion, the Chairman called the question. The question was on the adoption of the Findings and Order and there were __ yeas and __ nays.

[15741-0056/3113510/1]

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Upon vote, the Chairman declared the Resolution approved.

Dated: September 18, 2018

Chairman, Board of Commissioners

* * * * *

I, Pam Simonette, Auditor-Treasurer of Le Sueur County, do hereby certify that I have compared the above resolution with the original thereof as the same appears of record and on file with the County and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this 18th day of September, 2018.

Pam Simonette, Auditor-Treasurer

**PETITION FOR AN IMPROVEMENT OF
LE SUEUR COUNTY DITCH NO. 61**

TO THE LE SUEUR COUNTY BOARD OF COMMISSIONERS AS DRAINAGE
AUTHORITY IN RELATION TO LE SUEUR COUNTY DITCH NO. 61

The Petitioners herein respectfully represent:

WHEREAS, this Petition relates to the mainline open ditch of Le Sueur County Ditch No. 61 and its branches (“the system”) located in Sections 14, 15, 22, 23, 24, 26, and 27 of Cordova Township with the intention of improving the system by increasing the drain capacity; and

WHEREAS, the system consists of mainline open ditch and subsurface branch drainage tile, the purpose of said Petition is to increase the drainage capacity of the existing open ditch and subsurface tiles by a combination of cleaning, enlarging, and/or deepening of the open ditch from the outlet in the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section 27 of Cordova Township to Branch 2 tile outlet in the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section 23 of Cordova Township. The open ditch currently has two (2) culvert crossings within the open ditch that are proposed to be improved. The subsurface tiles are also proposed to be improved for Branches 1, 2, 3, 4, and 4-A.

WHEREAS, the existing system has insufficient capacity or requires enlarging to furnish sufficient capacity or a better outlet; and

WHEREAS, it is the Petitioners’ intention to improve the existing system by increasing the drain capacity and/or changing the realignment of portions of the existing system in order to provide improved drainage benefit; and

WHEREAS, the starting point, general course and terminus of the proposed improvement project for the system is depicted on Exhibit A which is attached hereto for reference; and

WHEREAS, this Petition is signed by: (1) at least 26% of the owners of the property affected by the proposed improvements; (2) at least 26% of the owners of the property that the proposed improvement passes over; (3) the owners of at least 26% of the property area affected by the proposed improvement; and (4) the owners of at least 26% of the property area that the proposed improvement passes over; and

WHEREAS, Petitioners further request that the engineer be specifically ordered to determine and offer alternative proposals for the consideration of the Drainage Authority which relate to the improvement of the drain capacity of the system that the engineer deems feasible, if any, including repairs to branches and alternative outlets, if any; and

WHEREAS, Petitioners provide herewith a corporate surety bond in the face amount of \$50,000 payable to the Drainage Authority of Le Sueur County Ditch No. 61 said bond conditioned to pay the costs incurred if the proceeding are dismissed or a contract is not awarded to allow the

costs incurred to exceed the amount of the bond and that they will cause additional bond to be filed if it appears that the costs exceed the amount of the bond; and

WHEREAS, Petitioners have been informed and understand that they may not withdraw as a Petitioner at any time after this Petition is accepted by the Drainage Authority. Petitioners further acknowledge that if the proposed drainage project is not constructed, they are, and each Petitioner is, liable to the Drainage Authority for all of the costs incurred including engineering, legal and miscellaneous fees and expenses in relation to this Petition as outlined under Minnesota Statutes 103E; and

WHEREAS, Petitioners assert that the proposed Improvement Project will benefit and be useful to the public and will promote the public health; and

WHEREAS, Petitioners recognize that water storage benefits the entire system and requests that the engineer appointed by the Drainage Authority consider water storage designs into the Improvement Project. Petitioners further request and will support actively seeking outside funding for said water storage; and

WHEREAS, Petitioners request, pursuant to Minn. Stat. §103E.215, subd. 6, that separable maintenance be used for those locations where existing tiles are being replaced with open ditch and/or new tile. Petitioners request that the engineer be ordered to determine a proportionate share of life span based on the existing condition versus the tiles original designed capacity. It is recommended by Petitioners that the separable maintenance to be paid by the entire system is that percentage of the in-place tile whose life span capacity has been used and that the improvement pay for that percentage of the tile, life span or capacity that still is in repair. The landowners are requesting that a percentage be paid as separable maintenance by the entire system and a percentage be paid for by the improvement benefits as determined by the engineer and viewers; and

WHEREAS, a separable part of the drainage system may need repair. The engineer appointed by the Drainage Authority is asked to include in detailed survey report and statement showing the proportionate estimated cost of the proposed improvement required to repair the separable part of the existing system and the estimated proportionate share of the cost of the added work required for the improvement; and

WHEREAS, the names and addresses of owners of the 40 acre tracts that the Improvement passes over (indicated with a *) and affects, as depicted on the attached Exhibit A, are as follows:

| | |
|---------------------------|--|
| Tract 1 Owner/Address: | Barbara A. McCabe 40790 Silver Lake Rd. Le Sueur, MN 56058 |
|---------------------------|--|

Tract 2

Owner/Address:

Milo C. & Carolyn Wondra Trust
42862 209th Ave.
Le Center, MN 56057

Tract 3

Owner/Address:

Milo C. & Carolyn Wondra Trust
42862 209th Ave.
Le Center, MN 56057

Tract 4

Owner/Address:

Matthew L. & Jill E. Stauff
54 Savidge Lake Rd.
Cleveland, MN 56017

Tract 4

Owner/Address:

Milo C. & Carolyn Wondra Trust
42862 209th Ave.
Le Center, MN 56057

Tract 5

Owner/Address:

Francis A. & Mary L. Androli
19779 460th St.
Waterville, MN 56096

Tract 6

Owner/Address:

David G. Novotony
40556 221st Ave.
Le Center, MN 56057

Tract 7*

Owner/Address:

David G. Novotony
40556 221st Ave.
Le Center, MN 56057

Tract 8*

Owner/Address:

John E. & Pamela K. McGillen
14103 Dodd Rd.
Kilkenny, MN 56052

Tract 8*

Owner/Address:

Milo C. & Carolyn Wondra Trust
42862 209th Ave.
Le Center, MN 56057

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Tract 9*
Owner/Address: Scott & Roxanne Collier Trust
36365 165th Ave.
Montgomery, MN 56069

Tract 10*
Owner/Address: Francis A. & Mary L. Androli
19779 460th St.
Waterville, MN 56096

Tract 11
Owner/Address: Curtis C. Bohlen
44107 Sabre Lake Ln.
Kilkenny, MN 56052

Tract 12
Owner/Address: James R. & Barbara Brandt
44339 221st Ave.
Le Center, MN 56057

Tract 13
Owner/Address: David G. Novotony
40556 221st Ave.
Le Center, MN 56057

Tract 13
Owner/Address: Mark & Lisa Frederick
21336 436th St.
Le Center, MN 56057

Tract 14
Owner/Address: David G. Hackman
P.O. Box 35
Le Center, MN 56057

Tract 14
Owner/Address: David G. Novotony
40556 221st Ave.
Le Center, MN 56057

Tract 14
Owner/Address: Mark & Lisa Frederick
21336 436th St.
Le Center, MN 56057

Tract 15*

Owner/Address:

John E. & Pamela K. McGillen
14103 Dodd Rd.
Kilkenny, MN 56052

Tract 15*

Owner/Address:

John L. & Candi L. Theis
43362 209th Ave.
Le Center, MN 56057

Tract 16*

Owner/Address:

John E. & Pamela K. McGillen
14103 Dodd Rd.
Kilkenny, MN 56052

Tract 17*

Owner/Address:

Curtis D. & Pamela Schwartz
36480 295th Ave.
Le Center, MN 56057

Tract 18

Owner/Address:

Curtis D. & Pamela Schwartz
36480 295th Ave.
Le Center, MN 56057

Tract 18

Owner/Address:

Jonathan R. & Andi M. Goettl
43264 201st Ave.
Le Center, MN 56057

Tract 18

Owner/Address:

Richard G. & Joanne M. Kopet
43404 201st Ave.
Le Center, MN 56057

Tract 19

Owner/Address:

Curtis C. Bohlen
44107 Sabre Lake Ln.
Kilkenny, MN 56052

Tract 20

Owner/Address:

Kyle O'Malley
43747 211th Ave.
Le Center, MN 56057

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Tract 21
Owner/Address: Domonoske Family Trust
c/o Donald & Judy Domonoske
45848 Rice Lake Rd.
Waterville, MN 56096

Tract 21
Owner/Address: Thomas G. & Lori Jindra
39317 185th Ave.
Le Center, MN 56057

Tract 22*
Owner/Address: Charles Haefner
469 4th Ave. NW
Waseca, MN 56093

Tract 22*
Owner/Address: Thomas G. & Lori Jindra
39317 185th Ave.
Le Center, MN 56057

Tract 22
Owner/Address: Bernard & Claranita Haefner
818 Heathgate Dr.
Houston, TX 77062

Tract 22
Owner/Address: Joann Kortuem
24097 610th Ave.
Madison Lake, MN 56063

Tract 22*
Owner/Address: Marilyn J. Holicky
20343 State Hwy 99
Le Center, MN 56057

Tract 23
Owner/Address: Charles Haefner
469 4th Ave. NW
Waseca, MN 56093

Tract 23

Owner/Address:

Marilyn J. Holicky
20343 State Hwy 99
Le Center, MN 56057

Tract 24

Owner/Address:

Florence Peach
426 Lake St. W.
Waterville, MN 56096

Tract 25

Owner/Address:

Curtis C. Bohlen
44107 Sabre Lake Ln.
Kilkenny, MN 56052

Tract 26

Owner/Address:

Curtis C. Bohlen
44107 Sabre Lake Ln.
Kilkenny, MN 56052

Tract 27

Owner/Address:

Kyle O'Malley
43747 211th Ave.
Le Center, MN 56057

Tract 28

Owner/Address:

Domonoske Family Trust
c/o Donald & Judy Domonoske
45848 Rice Lake Rd.
Waterville, MN 56096

Tract 28

Owner/Address:

Kyle O'Malley
43747 211th Ave.
Le Center, MN 56057

Tract 28

Owner/Address:

Thomas G. & Lori Jindra
39317 185th Ave.
Le Center, MN 56057

Tract 29
Owner/Address: Bernard & Claranita Haefner
818 Heathgate Dr.
Houston, TX 77062

Tract 29
Owner/Address: Joann Kortuem
24097 610th Ave.
Madison Lake, MN 56063

Tract 29*
Owner/Address: Marilyn J. Holicky
20343 State Hwy 99
Le Center, MN 56057

Tract 30
Owner/Address: Andrew J. Skluzacek
20542 440th St.
Le Center, MN 56057

Tract 30
Owner/Address: Marilyn J. Holicky
20343 State Hwy 99
Le Center, MN 56057

Tract 31
Owner/Address: Florence Peach
426 Lake St. W.
Waterville, MN 56096

Tract 32
Owner/Address: Mark S. & Nancy A. Sheehy II
1040 Maple Dr.
Waterville, MN 56096

Tract 33
Owner/Address: Mark S. & Nancy A. Sheehy II
1040 Maple Dr.
Waterville, MN 56096

Tract 34
Owner/Address: Curtis C. Bohlen & Bradley C. Bohlen
44107 Sabre Lake Ln.
Kilkenny, MN 56052

Tract 34

Owner/Address:

Joseph F. & Valerie Zimprich III
43932 211th Ave.
Le Center, MN 56057

Tract 35

Owner/Address:

Curtis C. Bohlen & Bradley C. Bohlen
44107 Sabre Lake Ln.
Kilkenny, MN 56052

Tract 36

Owner/Address:

Joann Kortuem
24097 610th Ave.
Madison Lake, MN 56063

NOW THEREFORE, we, as Petitioners, ask the Le Sueur County Auditor to present this petition to the county board (after examined by the Le Sueur County attorney) for the appointment of Chuck Brandel, I+S Group, or, in the alternative, another engineer skilled in drainage matters to examine the proposed work.



Bruce E. Sellers
Attorney for Petitioners
Wendland Sellers Law Office
825 East Second Street, P.O. Box 247
Blue Earth, MN 56013
507-526-2196

This petition is prepared by:
Bruce E. Sellers, Attorney at Law
Wendland Sellers Law Office
825 East Second Street, P.O. Box 247
Blue Earth, MN 56013
507-526-2196

STATE OF MINNESOTA
LE SUEUR COUNTY BOARD OF COMMISSIONERS
DRAINAGE AUTHORITY FOR THE IMPROVEMENT OF COUNTY DITCH 61

The matter of the petition for the improvement of Le Sueur County Ditch 61

Preliminary Findings and Order

The Le Sueur County Board of Commissioners, at its regular meeting on September 18, 2018, considered the petition for the improvement of Le Sueur County Ditch 61. Upon review of the petition for improvement and the accompanying bond, Commissioner _____ moved, seconded by Commissioner _____, for adoption of the following:

Findings:

1. The petition for the improvement of Le Sueur County Ditch 61 (CD 61) was filed with the Auditor-Treasurer pursuant to statutes section 103E.215.
2. The Board, by its attorney, verified the signatures and ownership interests of the petitioners and finds that the Petitioners are the owners of 6 of the 13 40-acre parcels that the proposed improvement passes over. As such, Petitioners are at least 26 percent of the owners of the property area that the proposed improvement passes over.
3. The petition properly designated the drainage system proposed to be improved by number or another description that identifies the drainage system.
4. The petition alleges that the drainage system has insufficient capacity or needs enlarging to furnish sufficient capacity.
5. The petition describes the improvement, including the names and addresses of owners of the 40-acre tracts or government lots and property that the improvement passes over.
6. The petition alleges that the proposed improvement is necessary and will be of public utility and promote the public health.
7. The petition contains an agreement by the petitioners that they will pay all costs and expenses that may be incurred if the improvement proceedings are dismissed.
8. The petition alleges that the existing drainage system needs repair and further petitions the Board to consider separable maintenance when determining the allocation of costs of the improvement.

[15741-0057/3112709/1]

1

9. The petition was accompanied by a bond from the petitioners of \$50,000 in the form of a commercial bond payable to the County. The bond is adequate surety and has been reviewed and approved by Board's attorney. The bond is conditioned to pay the costs incurred if the proceedings are dismissed or a contract is not awarded to construct the drainage system proposed in the petition.
10. The costs incurred before the proposed drainage project is established may not exceed the amount of the petitioners' bond. A claim for expenses greater than the amount of the bond may not be paid unless an additional bond is filed. If the drainage authority determines that the cost of the proceeding will be greater than the petitioners' bond before the proposed drainage project is established, the drainage authority shall require an additional bond to cover all costs to be filed within a prescribed time. The proceeding will be stopped until the additional bond prescribed by the drainage authority is filed. If the additional bond is not filed within the time prescribed, the proceeding will be dismissed.
11. The Board's attorney has reviewed the petition and bond and has determined they meet the requirement of these proceedings.

Based on the foregoing findings, the Board of Managers adopts the following:

Order:

- a. The Board appoints engineering firm of ISG, Inc., and Chuck Brandel, P.E., to make a preliminary survey and file and report.
- b. The engineer shall serve as the engineer for the drainage project throughout the proceedings and construction unless otherwise ordered.
- c. The engineer shall file an oath to faithfully perform the assigned duties in the best manner possible and file a bond with the Board.
- d. The engineer shall include in his preliminary survey and report an investigation of the scope of improvement to include consideration of alternative improvement configurations and the impact of regulatory permitting requirements related to wetlands or other environmental factors on the possible alternatives.
- e. The engineer shall include in his preliminary survey and report an investigation of the current condition of the portion of the drainage system proposed to be improved and provide a recommendation on the propriety of a separable maintenance allocation of project costs.

After discussion, the Chairman called the question. The question was on the adoption of the Findings and Order and there were __ yeas and __ nays.

[15741-0057/3112709/1]

2

Upon vote, the Chairman declared the Resolution approved.

Dated: September 18, 2018

Chairman, Board of Commissioners

* * * * *

I, Pam Simonette, Auditor-Treasurer of Le Sueur County, do hereby certify that I have compared the above resolution with the original thereof as the same appears of record and on file with the County and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this 18th day of September, 2018.

Pam Simonette, Auditor-Treasurer



Le Sueur County, MN

Tuesday, September 18, 2018

Board Meeting

Item 7

10:15 a.m. Justin Lutterman, GIS (5 min)

RE: Software Upgrade

Staff Contact:



Quotation # 20532503

Date: July 8, 2018

Customer # 300168 Contract #

County of Le Sueur
Land Records Dept
88 S Park Ave
Le Center, MN 56057

ATTENTION: Justin Lutterman
PHONE: (507) 357-8577
FAX: (507) 357-8603

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 07/08/2018 To: 10/06/2018

| Material | Qty | Description | Unit Price | Total |
|----------|-----|--|---|--------------------|
| 110035 | 1 | Populations of 0 to 25,000 Small Government Term Enterprise License Agreement (Year 1 of SGEA) | 20,000.00 | 20,000.00 |
| 110035 | 1 | Populations of 0 to 25,000 Small Government Term Enterprise License Agreement (Year 2 of SGEA) | 20,000.00 | 20,000.00 |
| 110035 | 1 | Populations of 0 to 25,000 Small Government Term Enterprise License Agreement (Year 3 of SGEA) | 20,000.00 | 20,000.00 |
| | | | Item Total: | 60,000.00 |
| | | | Subtotal: | 60,000.00 |
| | | | Sales Tax: | 0.00 |
| | | | Estimated Shipping & Handling(2 Day Delivery) : | 0.00 |
| | | | Contract Pricing Adjust: | 0.00 |
| | | | Total: | \$60,000.00 |

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

| | | |
|---|--|----------------------------------|
| For questions contact: Joe Araiza | Email: jaraiza@esri.com | Phone: 312-609-0966 x5383 |
| <p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/legla/supplemental-terms-and-conditions apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p> | | |
| If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076 | | |

ARAIAZJ This offer is limited to the terms and conditions incorporated and attached herein.



Pricing Proposal
 Quotation #: 15426551
 Created On: 5/31/2018
 Valid Until: 6/30/2018

County of Le Sueur MN

Senior Inside Account Executive

Jeff Neisen
 88 South Park Avenue
 Le Center, MN 56057
 United States
 Phone: 507.357.2251 ext 286
 Fax:
 Email: jneisen@co.le-sueur.mn.us

Stephanie Hawley
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: (732) 652-0332
 Fax: (732) 564-8078
 Email: Stephanie_Hawley@shi.com

All Prices are in US Dollar (USD)

| Product | Qty | Your Price | Total |
|---|-----|-------------|-------------|
| 1 Microsoft SQL Server 2017 Standard - License - 2 cores - volume - Linux, Win - Single Language Microsoft - Part#: 7NQ-01194 Note: No SA | 2 | \$2,340.00 | \$4,680.00 |
| | 4 | | \$9360.00 |
| 2 Microsoft SQL Server 2017 Enterprise - License - 2 cores - volume - Linux, Win - Single Language Microsoft - Part#: 7JQ-01311 Note: No SA | 2 | \$8,971.00 | \$17,942.00 |
| 3 Microsoft SQL Server Standard Core Edition - License & software assurance - 2 cores - Select, Select Plus - Win - Single Language Microsoft - Part#: 7NQ-00300 Coverage Term: 7/1/2018 – 3/31/2019 Note: With SA | 2 | \$3,899.00 | \$7,798.00 |
| 4 Microsoft SQL Server Enterprise Core Edition - License & software assurance - 2 cores - Select, Select Plus - Win - Single Language Microsoft - Part#: 7JQ-00353 Coverage Term: 7/1/2018 – 3/31/2019 Note: No SA | 2 | \$14,951.00 | \$29,902.00 |
| | | Subtotal | \$60,322.00 |
| | | Total | \$60,322.00 |

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0



July 27, 2018

Mr. Justin Lutterman
GIS Manager
Le Sueur County
88 South Park Ave
Le Center, MN 56057

Re: ArcGIS Enterprise Implementation Services

Dear Mr. Lutterman,

I am pleased to submit this proposal on behalf of WSB & Associates Inc. (WSB) to assist Le Sueur County (the County) with its ArcGIS Enterprise implementation.

Project Understanding

It is our understanding that the County is seeking implementation support for its ArcGIS Enterprise deployment on premise. The County currently has an ArcGIS Server standalone site implementation. This implementation currently utilizes Esri Workgroup licensing. The County desires to upgrade its ArcGIS Server standalone site implementation to ArcGIS Enterprise using Enterprise licensing from Esri. Enterprise licensing allows the County to achieve its goals of:

- Embracing Esri's latest ArcGIS Enterprise platform (Portal) to foster organizational-wide engagement with GIS
- Utilizing a true Enterprise database management platform: Microsoft SQL Server
- Implementing a distributed architecture for ArcGIS Enterprise software
- Expansion of its public-facing GIS presence
- Ability to scale out GIS software and architecture

SCOPE OF WORK

1. ArcGIS Enterprise Implementation Support

WSB will work closely with County staff to assist with the implementation of ArcGIS Enterprise on the County's IT infrastructure. WSB will assist both GIS and IT staff at the County throughout the implementation process to implement a secure, scalable, and stable ArcGIS Enterprise base deployment. This includes support for the installation and configuration of Portal for ArcGIS, the ArcGIS Data Store, and the Web Adaptor. WSB will also provide support for upgrading the County's existing ArcGIS Server site implementation and federating it with ArcGIS Portal or assisting with implementing a new ArcGIS Server staging site.

WSB will also provide support for configuring ArcGIS Portal's user store with the County's Active Directory if desired.

WSB will provide IT architecture and system requirement support but will not assist County IT staff with the implementation of the underlying hardware/virtual servers, operating system configuration, and related software. WSB will provide assistance with the implementation of SQL Server Standard if County IT staff desires.

Cost: \$3,120
System Analyst Hours: 20

Building a legacy – *your* legacy.
Equal Opportunity Employer | wsbeng.com

2. ArcGIS Enterprise Post-Implementation Support

WSB will assist the County with the migration of its existing Workgroup SDE geodatabase to a new Enterprise SQL Server geodatabase. In addition, WSB will assist with the migration of existing services and web maps from ArcGIS Online to ArcGIS Portal. In addition, WSB will provide the County's GIS Manager with Portal for ArcGIS training as part of the service and application migration process. This will allow staff to fully administer Portal once the implementation is complete.

Cost: \$3,744
System Analyst Hours: 24

Technical Support

WSB's GIS team is dedicated to providing high-quality, technical support to our clients. Justin Hansen will be your primary support contact at a rate of **\$156 per hour** for the remainder of 2018. Justin will ensure that your technical support needs are being addressed in a fast, effective manner. Justin will provide support by phone, over the Internet, and with on-site visits. Justin's time will be billed upon approval by County staff.

COST SUMMARY

WSB's services will be billed hourly on a **cost-not-to-exceed basis** not exceeding **\$6,864** invoiced monthly. This proposed scope of services is valid until December 31, 2018. If the County requires additional services outside the scope of this proposal, those services will be billed separately on an individual project-basis as approved by County staff.

If you are in agreement with the terms as outlined above, please sign where indicated below and return one copy to our office.

Thank you for this opportunity to assist Le Sueur County with its Enterprise GIS. I am confident that the level of service on this project will meet or exceed your expectations. If you should have any questions regarding this proposal, please contact me at 763-231-4846.

Sincerely,

WSB & Associates, Inc.



Justin Hansen
Sr. Associate, Systems Analyst

ACCEPTED BY:

Le Sueur County

By: _____

Title: _____

Date: _____



Le Sueur County, MN

Tuesday, September 18, 2018

Board Meeting

Item 8

10:20 a.m. Dave Tiegs, Highway Engineer (5 min)

Staff Contact:

Highway Department Agenda Items

Tuesday, September 18th, 2018 County Board Meeting:

- 1.) Bid Results SAP 040-645-003 (Rabbit Road Repair).



Le Sueur County, MN

Tuesday, September 18, 2018

Board Meeting

Item 9

10:25 a.m. Darrell Pettis, County Administrator

RE: Future Board Meetings Update

RE: HR Agenda

Staff Contact:

Future Meetings September 2018 – January 2019

September 2018

| | |
|------------------------------|---|
| Tuesday, September 18 | Board Meeting, 9:00 a.m. *2019 Preliminary Levy Workshop |
| Thursday, September 20 | Board of Adjustment Meeting, 3:00 p.m. at Environmental Services |
| Tuesday, September 25 | Board Meeting, 9:00 a.m. |

October 2018

| | |
|----------------------------|--|
| Tuesday, October 2 | Board Meeting, 9:00 a.m. |
| Thursday, October 11 | P&Z Meeting, 7:00 p.m. at Environmental Services |
| Tuesday, October 16 | Board Meeting, 9:00 a.m. |
| Thursday, October 18 | Board of Adjustment Meeting, 3:00 p.m. at Environmental Services |
| Tuesday, October 23 | Board Meeting, 9:00 a.m. |

November 2018

| | |
|-----------------------------|---|
| Tuesday, November 6 | Board Meeting, 9:00 a.m. *CHB Meeting, 1:00 p.m. in Waterville |
| Thursday, November 8 | P&Z Meeting, 7:00 p.m. at Environmental Services |
| Monday, November 12 | Offices Closed for Veterans Day |
| Thursday, November 15 | Board of Adjustment Meeting, 3:00 p.m. at Environmental Services |
| Tuesday, November 20 | Board Meeting, 9:00 a.m. |
| November 23-24 | Offices Closed for Thanksgiving |
| Tuesday, November 27 | Board Meeting, 9:00 a.m. |

December 2018

| | |
|--------------|---|
| December 3-4 | AMC Conference – (No Board Meeting on December 4) |
|--------------|---|

| | |
|-----------------------------|---|
| Tuesday, December 11 | Board Meeting, 9:00 a.m. |
| Thursday, December 13 | P&Z Meeting, 7:00 p.m. at Environmental Services |
| Tuesday, December 18 | Board Meeting, 4:30 p.m. Budget/Levy Public Hearing, 6:00 p.m. |
| Thursday, December 20 | Board of Adjustment Meeting, 3:00 p.m. at Environmental Services |
| Monday, December 24 | Offices Close at noon for Christmas |
| Tuesday, December 25 | Offices Closed for Christmas – (No Board Meeting) |

January 2019

| | |
|----------------------------|--|
| Tuesday, January 1 | Offices Closed for New Year's Day – (No Board Meeting) |
| Tuesday, January 8 | Board Meeting, 9:00 a.m. |
| Thursday, January 10 | P&Z Meeting, 7:00 p.m. at Environmental Services |
| Tuesday, January 15 | Board Meeting, 9:00 a.m. |
| Thursday, January 17 | Board of Adjustment Meeting, 3:00 p.m. at Environmental Services |
| Monday, January 21 | Offices Closed for Martin Luther King Jr. Day |
| Tuesday, January 22 | Board Meeting, 9:00 a.m. |



Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057
Telephone: 507-357-8517 • Fax: 507-357-8607
Cindy Westerhouse – Human Resources Director

HUMAN RESOURCES AGENDA ITEMS September 18, 2018

Recommendation to renew and sign the Le Sueur County Telecommute Agreement with Kari Peters, effective September 18, 2018.

Recommendation to hire Laura Quickle as a part time Compliance Specialist in Drug Court as a Grade 4, Step 4 at \$18.12 per hour, effective September 18, 2018.

Recommendation to grant regular status to DeNell Cesafsky, full Community Support Technician in Human Services, effective September 12, 2018. DeNell has completed the six-month trial period.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, September 18, 2018

Board Meeting

Item 10

Commissioner Committee Reports

Staff Contact:



Le Sueur County, MN

Tuesday, September 18, 2018

Board Meeting

Item 11

Future Meetings

Staff Contact:

Future Meetings September 2018 – January 2019

September 2018

| | |
|------------------------------|---|
| Tuesday, September 18 | Board Meeting, 9:00 a.m. *2019 Preliminary Levy Workshop |
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| Thursday, October 18 | Board of Adjustment Meeting, 3:00 p.m. at Environmental Services |
| Tuesday, October 23 | Board Meeting, 9:00 a.m. |

November 2018

| | |
|-----------------------------|---|
| Friday, November 2 | AMC District 7 Meeting, 8:00 a.m. at Farm America in Waseca |
| Tuesday, November 6 | Board Meeting, 9:00 a.m. *CHB Meeting, 1:00 p.m. in Waterville |
| Thursday, November 8 | P&Z Meeting, 7:00 p.m. at Environmental Services |
| Monday, November 12 | Offices Closed for Veterans Day |
| Thursday, November 15 | Board of Adjustment Meeting, 3:00 p.m. at Environmental Services |
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| Tuesday, January 22 | Board Meeting, 9:00 a.m. |



Le Sueur County, MN

Tuesday, September 18, 2018

Board Meeting

Item 12

2019 Preliminary Levy Workshop following the Board Meeting

Staff Contact: