

October 1, 2025

Direct Dial: 320-656-3522  
Kvanbruggen@RinkeNoonan.com

Murray Lyon and Redwood Joint County Drainage Authority  
Attn: Ms. Heidi Winter  
Murray County Auditor/Treasurer  
2500 – 28th Street  
P.O. Box 57  
Slayton, MN 56172

**SENT VIA EMAIL ONLY TO: HEIDI.WINTER@MURRAYCOUNTYMN.GOV**

**Re: Engagement Agreement  
Our File Nos. 33390-0001 & -0002**

Dear Board of Commissioners:

Rinke Noonan, Ltd. appreciates the Joint County Drainage Authority's request to provide limited, special purpose legal counsel to the Board in its capacity as the Joint County Drainage Authority under Minnesota Statutes, chapter 103E. We are writing to provide the terms of our representation of Murray, Lyon and Redwood Joint County Drainage Authority regarding the proposed JD 20 Board Reconstitution and the JD 20 Improvement and Separable Maintenance Levy for 2025.

Should the Joint County Drainage Authority choose to engage Rinke Noonan as its counsel, our representation will be limited to the matters described herein. To the extent the Joint County Drainage Authority desires to engage our firm to represent it regarding other matters, we will require a separate engagement agreement describing the scope of that representation prior to our initiation of services.

It is Rinke Noonan's policy to confirm in writing the nature of the engagement and the terms of our legal representation. If the Board does not understand all the terms or language in these documents, please contact me prior to signing this Engagement Agreement. Otherwise, if this Engagement Agreement meets your approval, please adopt a motion at a duly noticed and authorized meeting of the Joint County Drainage Authority Board approving the Engagement Agreement and authorizing the Board Chair or a representative of the Board to sign it and return it to me.

**Identification of Parties:** This Engagement Agreement is made between Rinke Noonan, Ltd. (hereinafter "Rinke Noonan", "We/we", "Our/our," or "Us/us") and the Murray, Lyon and Redwood Joint County Drainage Authority in its capacity as the public drainage authority under Minnesota Statutes, chapter 103E for JD 20 Board Reconstitution and the JD 20 Improvement Levy (hereinafter referred to also as "Joint County Drainage Authority").

**Scope of Representation:** We have been engaged to represent the Joint County Drainage Authority as its legal counsel regarding the proposed JD 20 Board Reconstitution and the JD 20 Improvement and

Separable Maintenance Levy for 2025.

**Terms and Conditions of Representation:** The Terms and Conditions of our Representation including our current hourly rates can be found by clicking [here](#). The Terms and Conditions of our Representation are hereby incorporated into this Engagement Agreement by reference with one exception as described below under the heading “Attorney Hourly Rate.” We reserve the right to prospectively change the Terms and Conditions at any time. The current Terms and Conditions can be found at the link above.

**Payment of Fees and Reimbursement of Expenses:** The Joint County Drainage Authority agrees to pay the Law Firm’s fees at the Firm’s current prevailing rates. For the prevailing rates, please see the “Attorney Hourly Rate” section below. In addition to paying the Law Firm for its services, the Joint County Drainage Authority agrees to reimburse the Law Firm for all money the Law Firm has paid to other people while working for it. (For example: Court filing fees, real estate recording fees, court reporter charges, real estate appraisal fees, approved technical consultants, etc.). These rates are subject to change at the end of every year. If your matter is still open and active beyond 2025, please contact us and we will provide our current rate schedule upon request.

Unless notified otherwise, all billing statements will be addressed as follows:

Murray County Auditor/Treasurer  
2500 28th Street  
P.O. Box 57  
Slayton, MN 56172

**Attorney Hourly Rate:** In order to meet the unique needs of our public-sector, government clients, Rinke Noonan provides a reasonable discount in attorney billing rates for our experienced associate and senior attorneys when compared to representation of our private clients. Our standard hourly rates for such attorneys range from \$290 to \$545 per hour for private clients. Notwithstanding the hourly rates found in the terms and conditions document, our attorney rates for governmental clients for 2025 are as follows:

Senior Attorneys (7+ Years Experience):	\$475/hour
Associate Attorneys (5-7 Years Experience):	\$395/hour
Associate Attorneys (3-4 Years Experience):	\$335/hour
Associate Attorneys (0-2 Years Experience):	\$290/hour

There is no charge for the time of our clerical staff.

**Annual Rate Adjustment:** Our representation of the Joint County Drainage Authority will be ongoing unless terminated as described herein. From time to time, it is necessary to adjust our hourly rates to compensate for increased experience factors or for inflationary cost increases in our economy. We will, of course, notify the Drainage Authority of such adjustments which are reviewed on a yearly basis.

**Responsible Attorney:** I will serve as the primary attorney for the Joint County Drainage Authority on the matter described herein at the Senior Attorney rate. In conjunction, the Joint County Drainage Authority may from time to time frequently work with the following public drainage authority attorneys:

**John Kolb, Senior Attorney** 320-656-3503;  
jkolb@rinkenoonan.com

**Hannah Schacherl, Associate Attorney (0-3 yrs.)**  
320-656-3502; hschacherl@rinkenoonan.com

**Gerald Von Korff, Senior Attorney**  
320-656-3508; jvonkorff@rinkenoonan.com

In the event of an emergency, the Joint County Drainage Authority and its staff should not hesitate to contact me or any of the individuals listed above. In addition, the Joint County Drainage Authority may contact paralegals Julie Fincher or Kathleen Bundy at 320-251-6700.

Other individuals may assist with Joint County Drainage Authority matters from time to time, or even assume a specific matter as the lead attorney. The use of associate attorneys, paralegals, legal technicians, law clerks, and other staff results in a direct savings to the Joint County Drainage Authority since they may more economically perform tasks which do not require the attention of a senior or primary attorney. If you have any questions or concerns regarding delegation of responsibilities and work between attorneys, please contact me to discuss these issues.

**Conflicts of Interest:** The Joint County Drainage Authority acknowledges that Rinke Noonan represents certain member-counties of the Joint County Drainage Authority in their separate capacities as drainage authorities for county-administered public drainage systems. The Joint County Drainage Authority is a distinct legal entity with jurisdiction over the Murray Lyon Redwood Judicial Ditch 20 drainage system, and is the sole client under this Engagement Agreement.

Rinke Noonan will not represent any individual member-county in a matter that is adverse to the interests of the Joint County Drainage Authority, nor will it represent the Joint County Drainage Authority in a matter that is adverse to the interests of a member-county that is also a client of the Firm. In the event of a potential conflict between the Joint County Drainage Authority and a member-county client, Rinke Noonan will evaluate the situation in accordance with applicable rules of professional conduct and may be required to withdraw from representation if the conflict cannot be resolved or waived.

The Joint County Drainage Authority Board of Commissioners and staff from its member-counties should understand that Rinke Noonan's client in this matter is the Joint County Drainage Authority as a whole. Ethical obligations prohibit the Firm from withholding material information from any Joint County Drainage Authority Commissioner or member-county staff involved the representation. By entering into this Engagement Agreement, the Joint County Drainage Authority authorizes Rinke Noonan to share relevant information obtained during the course of representation will all Joint County Drainage Authority Commissioners and appropriate member-county staff, regardless of the source of that information. Rinke Noonan will not provide individual legal advice to Commissioners or member-county staff, nor will it revise legal pleadings or documents on behalf of any individual without the mutual knowledge and consent of the Joint County Drainage Authority. Communications with Rinke Noonan attorneys may be protected by attorney-client privilege, but such privilege does not extend to withholding information from other authorized representatives of the Joint County Drainage Authority.

At this time, based on the information available, Rinke Noonan is not aware of any actual conflicts of interest related to its representation of the Joint County Drainage Authority. The Firm is also not aware of any member-county or individual – including property owners affected by the drainage system – whose interests are adverse to the scope of representation under this Engagement Agreement. If any party becomes aware of a potential conflict, it should be promptly brought to the Firm's attention. Should a conflict arise during the course of representation, Rinke Noonan will notify the Joint County Drainage Authority.

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Authority and work with appropriate representatives to determine whether a waiver is feasible and acceptable. If a wavier is not possible or appropriate, the Firm may need to withdraw from representation.

If you have any questions or concerns regarding this Engagement Agreement, please contact us. We appreciate the opportunity to serve the Joint County Drainage Authority and to collaborate with its Board of Commissioners and member-county staff.

Sincerely,

/s/ Kale R. Van Bruggen  
Kale R. Van Bruggen  
KRV/klp

Attachment: Initial Disclosure Statement

cc: Mr. Nick Brozek, Redwood County Director of Planning & Environmental Services (via email)  
Ms. Abby Wikelius, Lyon County Attorney (via email)  
Mr. John Biren, Lyon County Planning and Zoning Administrator (via email)  
Ms. Aurora Heard, Lyon County Auditor/Treasurer (via email)

**By signing this Engagement Agreement, the Joint County Drainage Authority confirms that it has read this Agreement, understands its provisions, and agrees to abide by it. The Joint County Drainage Authority hereby approves this letter as the Engagement Agreement for legal services between the Joint County Drainage Authority and Rinke Noonan as described in this letter. The Joint County Drainage Authority agrees to pay Rinke Noonan on demand any sum which may become due to Rinke Noonan according to the above-described terms.**

**JOINT COUNTY DRAINAGE AUTHORITY  
BOARD OF COMMISSIONERS**

Dated: \_\_\_\_\_, 2025

By \_\_\_\_\_  
Its Chair

**This Initial Disclosure Statement is being provided to you in accordance with  
Regulation Z - Truth in Lending (12 CFR Section 226).**

You will be billed monthly for charges for services we have performed for you and expenses we have paid or incurred on your behalf. FINANCE CHARGES will begin to accrue one month after the Closing Date if the statement is not paid in full prior to such time. The Closing Date is the last day of the month and the end of our billing cycle. FINANCE CHARGES will be calculated at a periodic rate equal to .666 percent which corresponds to an ANNUAL PERCENTAGE RATE equal to eight percent (8%). If you pay all charges which appear on your monthly statement within one month of the Closing Date, no FINANCE CHARGE will be made to your account.

**EXPLANATION OF METHOD USED TO DETERMINE THE BALANCE  
ON WHICH THE FINANCE CHARGE MAY BE COMPUTED**

We figure the FINANCE CHARGE on your account by applying the periodic rate to the amount you owe at the end of each cycle (including charges for new services and deducting payments and credits made during the billing cycle). If you fail to pay your bill, we may also be able to place an attorney's lien upon real or personal property that you may own or acquire an interest in pursuant to Minnesota Statutes Section 481.13.

**YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.**

**If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first bill on which the error or problem appeared.** You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and file number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

**YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

We must acknowledge your letter within thirty (30) days unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we have made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct.