



## Woodbury County Law Enforcement Center Authority

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Ron Wieck, Chair  
Dan Moore, Secretary  
Mark Nelson, Treasurer

Woodbury County Courthouse  
620 Douglas Street, Room #104  
Sioux City, Iowa 51101  
712.279.6525

### AGENDA

**Thursday, March 7, 2024**

#### **First Floor Boardroom, Woodbury County Courthouse**

2:00P Call the meeting to order

Reminder: Everyone speaking during the meeting, please speak clearly and at an appropriate level into the microphones during the meeting. – Chairman Ron Wieck

1. Approval of the agenda
2. Approval of meeting minutes from February 27, 2024
3. Approval of Conflict Waiver from Ahlers & Cooney
4. Approval of Engagement Agreement with mechanical expert, HKA Global, LLC
5. Discussion & action on KTIV FOIA request
6. Public concerns
7. Authority Board Members concerns
8. Adjourn

# Woodbury County Law Enforcement Center Authority

## Minutes

February 27, 2024, 2:00 p.m.  
First Floor Boardroom, County Courthouse

Attendance:

Members: Ron Wieck, Dan Moore, Mark Nelson

Staff: Karen James, Administrative Assistant, Dennis Butler, Finance Director, Kenny Schmitz, Building Service Director, Shane Albrecht, Baker Group, Kevin Rost, Goldberg Group Architect, Jodie McDougal, Attorney (By phone)

1. Motion by Nelson, second by Moore to approve the agenda. Carried 3-0
2. Motion by Wieck second by Nelson to approve the minutes of February 13, 2024, meeting. Carried 3-0
3. Motion by Wieck, second by Nelson to go into closed session per Iowa Code 21.5 (1) (c) with Fredrikson & Byron Law Firm. Carried 3-0 on a roll-call vote.  
  
Motion by Wieck, second by Nelson to go out of closed session per Iowa Code 21.5(1) (c) with Fredrikson & Byron Law Firm. Carried 2-0 on a roll-call vote.
4. Dennis Butler, Finance Director, gave an update on the financial report.
5. Motion by Nelson, second by Moore to receive operation/maintenance worksheet. Carried 3-0  
Motion by Nelson, second by Moore to table discussion and approval of defining the operations budget versus maintenance fund. Carried 3-0
6. Motion by Nelson, second by Moore to receive information on a time capsule for the new LEC facility. Carried 3-0
7. Shane Albrecht gave an update on the LEC project.
8. Total statement for the FOIA request is \$11,927.50. The differential between the prior estimate is \$8,912.50.  
Motion by Nelson, second by Moore that the LEC Authority will pay half of the \$8,912.50 differential at \$4,456.25 and KTIV TV would be responsible to pay the other half at \$4,456.25. Carried 3-0
9. No public concerns.
10. Mark Nelson and Dan Bittinger will tour the LEC facility.
11. Motion by Wieck, second by Nelson to adjourn the meeting.

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Dan Moore, Secretary



**Ahlers & Cooney, P.C.**  
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March 1, 2024

***Sent via Email***

Woodbury County Law Enforcement Center Authority  
c/o Mr. Dennis Butler  
Finance/Budget Director  
Woodbury County Courthouse  
620 Douglas Street, Room 104  
Sioux City, Iowa 51101

RE: Woodbury County Law Enforcement Center Authority – Conflict Waiver

Dear Board of Commissioners:

Our firm concurrently represents the Woodbury County Board of Supervisors ("County") and the Woodbury County Law Enforcement Center Authority ("Authority"). Recently, we were asked by both parties to act as scrivener in the drafting of a potential 28E agreement to address payment by the County of certain expert witness fees associated with potential construction litigation related to the Law Enforcement Center, the ultimate disposition of certain proceeds stemming from litigation or settlement and matters related thereto.

We do not believe such representation as scrivener of the parties' agreement presents a direct conflict of interest, but it is our duty to inform you of the nature of the concurrent representation. For the County we provide legal services on a variety of matters, including financing. Our firm has represented the Authority in connection with the financing of the Law Enforcement Center project and currently represents the Authority on other general project-related questions. This firm is not representing the Authority related to the 28E agreement described above, and it is the firm's understanding that the Authority has outside legal counsel related to the potential Law Enforcement Center construction litigation that will negotiate the terms and review the 28E on behalf of the Authority. It is further the firm's understanding that the County also has outside legal counsel related to the potential Law Enforcement Center construction litigation that will negotiate the terms and review the 28E on behalf of the County.

While this transaction does not fall within the scope of our representation, such representation could be perceived as a concurrent conflict of interest under the ethical standards governing the practice of law in Iowa. We do not believe this is an actual conflict of interest, but from a legal perspective, a concurrent conflict of interest exists under Iowa rules if (1) the representation of one client will be directly adverse to another client; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer. We know that the second condition stated above does not apply to this situation, as noted

above, but our firm's representation of the County related to drafting this 28E will technically be directly adverse to the Authority.

The state's ethical rules allow a law firm to concurrently represent two adverse parties if (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing. We believe confidently that our attorneys will be able to provide competent and diligent representation to each of their affected clients as the matters being addressed are totally unrelated, the representation is not prohibited by law, and there will not be an assertion of a claim as described. The purpose of this letter is to seek the written consent of the Authority in order to proceed. We are requesting the same from the County.

Please feel free to contact me with any questions or concerns. If you consent to the concurrent representation, please so indicate below and return a copy of this fully executed letter to my attention. Thank you.

Ahlers & Cooney, P.C.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jason L. Comisky".

Jason L. Comisky  
FOR THE FIRM

JLC:

cc: Karen James (via email)  
Joshua Widman (via email)  
John Templer (via email)  
Jodie McDougal (via email)

The Woodbury County Law Enforcement Center Authority Board of Commissioners hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation with respect to the above referenced matter.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

WOODBURY COUNTY BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

\*Approved by action of the governing body on \_\_\_\_\_, 2024.