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January 6, 2023

Dennis Butler
Finance/Budget Director
Woodbury County Courthouse
Sioux City, Iowa

Re: 2023 I-29 Interchange Project

Dear Dennis:

The purpose of this letter is to explain our role as legal counsel for Woodbury County's urban renewal and tax increment financing activity with respect to the I-29 Interchange Project. It is our understanding that the representation will entail (1) an amendment to an existing urban renewal area and plan; and (2) the review/drafting and authorization of an agreement (the "Agreement") with respect to the financing of the I-29 Interchange Project, including the use of tax increment financing support in connection therewith. It is anticipated that the Agreement will be entered into among Woodbury County (the "County"), the City of Sergeant Bluff, Iowa ("Sergeant Bluff") and the City of Sioux City, Iowa.

As legal counsel, it will be our responsibility to coordinate activity and legal proceedings necessary to enable the County to (1) amend the urban renewal plan for an existing urban renewal area; (2) review/negotiate and draft the Agreement; and (3) facilitate proper approval by the Board of Supervisors of the necessary urban renewal action and the Agreement. As part of the representation, we will prepare appropriate resolutions, agreements, notices and ordinances as required by state law and consult with the County with respect to the negotiation of the terms of the Agreement.

In performing our services as legal counsel, our sole client will be the County. We will not represent any other party in this matter, and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the County.

Based upon: (1) our current understanding of the Project, (2) the duties we will undertake, (3) the time we anticipate devoting to the representation, and (4) the responsibilities we assume, we estimate that our fees and expenses for serving as legal counsel will be \$10,000.

This firm currently represents the County and Sergeant Bluff in other, unrelated matters; however, in this matter the firm would represent only the County and the firm would not represent Sergeant Bluff.

In this matter, the interests of the County and Sergeant Bluff are potentially or actually adverse for purposes of professional rules. We ask the County to confirm its consent to our representation of the County under these conditions. As required by rule we are also asking

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Sergeant Bluff to consent to our representation of the County in this matter and in other unrelated matters under separate correspondence.

In asking these consents, we assure you (1) that we will not use confidential client information in any way to either client's disadvantage; and (2) that we will be able to fully and properly represent each client on its separate matters without our representation of either client being affected by our representation of the other client. If, however, contentious disputes or threats of litigation were to arise during our representation of the County in this matter, we would not represent the County or Sergeant Bluff with respect to such disputes.

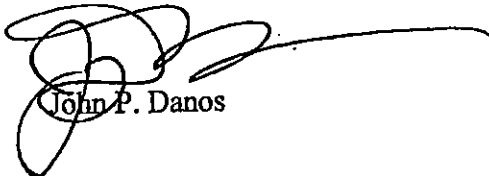
During this representation, and subsequent representation of the County and Sergeant Bluff, we may be asked to represent the County or Sergeant Bluff on other matters unrelated to the instant matter and not adverse to the County or Sergeant Bluff. We ask the County to consent to these present and future representations as described above.

After this arrangement is approved on behalf of the County, please have this letter executed in the space below and scan and email an executed copy to lemke.susan@dorsey.com. Further, please sign below, to indicate the consent of the County to the representations set forth above and to acknowledge that this consent is adequately informed.

If you have questions, please call me.

We look forward to working with you. Thank you for the opportunity to serve the County.

Best regards,



John P. Danos

4854-7739-399212

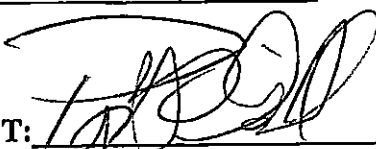
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I understand and agree to the arrangements stated above.

WOODBURY COUNTY, IOWA

BY: 
Chairperson, Board of Supervisors

Date: 1-17-23

ATTEST: 
County Auditor

Date: 1-17-23