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May 9, 2023

Via E-Mail

Matthew Ung, M.B.A., M.Th.
Chairman Board of Supervisors
Woodbury County
620 Douglas St.
Sioux City, IA 51101
Cell: (712) 490-7852

RE: Representation in the Matter of Hazardous Liquid Pipeline Permits and Regulations

Dear Mr. Ung:

This letter will confirm that this firm has agreed to represent Woodbury County, Iowa, acting by and through its Board of Supervisors (the "County") in connection with certain matters arising from the state and local regulation of hazardous liquid pipelines, including (1) the review and analysis of local ordinances pertaining to the use of land for pipelines within the county; and (2) the participation in pending contested case permit proceedings before the Iowa Utilities Board (the "IUB") in connection with certain proposed carbon capture pipelines;

We understand the representation in this matter to include the following responsibilities:

- Attend regular and special meetings of the Board of Supervisors, and other meetings with state officials or pipeline company representatives as necessary and, in each instance, as may be requested by the County.
Review, draft, and, if applicable, negotiate ordinances and resolutions.
Advise the County on legal and regulatory matters related to pipeline regulations, permits, local ordinances, and county home rule authority.
Represent the County in contested case and administrative rule-making matters before the Iowa Utilities Board, including any pending permit proceedings.

We have discussed with you the fact that the complexity of local, state and federal pipeline regulations, along with the magnitude of the proposed carbon capture pipeline project, lead to the possibility that the County's ordinances might be challenged in court. The scope of this representation is to assist with the review and drafting of the ordinances and participation in IUB proceedings as described above. At this time, the scope does not include defending the County against various legal claims, including administrative claims and state and federal litigation. Representation of the County in such matters, if they arise, is subject to the specifics of such claims, a review of actual or potential conflicts of interest, and a separate engagement letter. However, if

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that becomes necessary, the firm is willing to consider changing the scope of representation to include such claims, subject to the afore-mentioned items.

In each instance, the firm will represent the County as and to the extent referred to us by the supervisors and agreed to in writing. Any additional legal services, except those services incidental to and necessarily included in connection with this representation, must be reflected in separate correspondence, including litigation matters and bond counsel services.

I will be chiefly responsible for providing the legal services in this matter. I may obtain the assistance of other attorneys or paralegals in the firm, including the attorneys listed below:

- Steve Nadel, for general counsel
- Elizabeth Burnett, for general counsel
- Jason Craig, for litigation-related questions
- Other attorneys as required

**Limited Scope of Representation:** The scope of our representation does not include advice or services regarding accounting, tax, engineering, financial matters, business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you, in writing, to confirm the scope of such consultations prior to initiating the same.

Our services are billed hourly, at the rate in effect at the time services are performed. The firm periodically reviews and adjusts billing rates, usually on an annual basis with increases effective January 1. At present, the billing rates for the above listed attorneys, effective as of January 1, 2023, are:

- Tim Whipple at \$350 per hour
- Steve Nadel at \$470 per hour
- Elizabeth Burnett at \$220 per hour
- Jason Craig at \$355 per hour

I may also call upon others in the firm to assist us from time to time. This may involve attorneys with specialized knowledge and skill, associate attorneys or legal or administrative assistants. Work performed by other attorneys and legal assistants will be billed at their hourly rate in effect at the time the services are performed. You will be billed on a monthly basis for all services rendered and all expenses advanced. The firm will advance usual and necessary expenses incurred in connection with your representation if the individual amounts do not exceed \$250. If an expense exceeds that amount, the firm will forward the provider's statement directly to you for payment. Your monthly statement will contain an itemized list of the services performed and expenses incurred. Should you have any questions about the statement, please call. The firm reserves the right to withdraw from your representation if each monthly statement is not paid within 60 days of issuance.

As you are aware, our firm represents many political subdivisions, including cities, counties, school districts, and other companies and individuals. It is possible that, during the time we are representing the County, one or more of our present or future clients will have transactions

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with the County or matters involving the IUB. It is also likely that we may be asked to represent, in an unrelated matter, our other clients. We do not believe such representation, if it occurs, will adversely affect our ability to represent the County as provided in this letter, either because such matters will be sufficiently different from the County representation so as to make such representations not adverse, or because the potential for such adversity is remote or minor, and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of our County representation. We do reserve the right (and the County, by accepting our representation on these terms, consents thereto) to continue to represent, or to represent in the future, other clients on matters where the County interests may be adverse, but that do not have a substantial relationship to any matter on which we are representing the County.

In addition, this representation involves participation in permit proceedings at the IUB for a pipeline that crosses multiple counties. There is a substantial possibility that other counties will also seek to participate in the same permit proceedings, and we may also be asked to represent them in the proceedings. We do not believe that such representation, if it occurs, will adversely affect our ability to represent the County with respect to the permit proceedings because actual disagreements among the counties is unlikely. In the event that other counties seek our representation in the permit proceedings, we may request that the County grant a conflict waiver and/or enter into an agreement for joint representation.

You acknowledge that we have informed you of our potential representation of other counties, as described herein, and we understand that you have determined to recommend to the Board of Supervisors that they seek our representation for the limited purposes described herein.

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

If these arrangements are acceptable with you, please present this letter to the Board of Supervisors for approval, and then sign one copy of this letter and return it to me by email or by U.S. mail.

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The firm appreciates the opportunity to serve as your counsel in connection with this matter. We look forward to working with you.

Sincerely,  
AHLERS & COONEY, P.C.

By:

/s/ *Timothy J. Whipple*

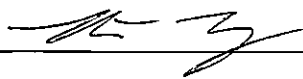
Timothy J. Whipple

TJW:im

**Accepted:**

Board of Supervisors of Woodbury County, Iowa\*

By



Date:

5-16-23

\*Approved by action of the Board of Supervisors on May 16, 2023.