

The Board of Supervisors met on 9/5/23 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal presiding. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

ADOPTION OF AGENDA: Murken moved, Heddens seconded adopting the agenda as changed. Motion carried unanimously (MCU) on a roll call vote.

MINUTES: 8/22/23 and 8/29/23 Minutes – Heddens moved, Murken seconded approving the 8/22/23 and the 8/29/23 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 9/10/23, in a) Attorney's Office for Sue Logsdon @ \$24.48/hr; b) Facilities Management for Robert Osborne @ \$32.12/hr; c) Secondary Roads for Mark Brakke @ \$34.77/hr; d) Sheriff's Office for Maegan Camp @ \$2,463.13/bw; Adam Christian @ \$2,961.34/bw; Dillon Combs @ \$3,021.20/bw; Kyle Hack @ \$2,054.61/bw. Murken moved, Heddens seconded approving Personnel Actions as presented.

Heddens moved, Murken seconded the approval of the Consent Agenda as listed.

1. Test Licensing Agreement between Ergometrics and Story County Sheriff's Office for job applicant testing, effective 9/8/23, not to exceed \$300.00
2. Appointment of Kylee Lundberg as Medical Examiner Investigator to a term ending 12/31/24
3. Agreement to allow the Nevada Community School District to stage the Nevada High School Homecoming Parade in the parking lot of the Story County Administration Building at 5:30 p.m. on 9/26/23
4. Utility Permit: #24-7176

Roll call vote. (MCU)

RESOLUTION #24-18, FY24 BUDGET AMENDMENT: Lisa Markley, Assistant Auditor, reported on the process. Faisal opened the public hearing at 10:03 a.m., and, hearing none, she closed the public hearing at 10:04 a.m. Murken moved, Heddens seconded approval of Resolution #24-18, FY24 Budget Amendment. Roll call vote. (MCU)

RESOLUTION #24-19, APPROPRIATION AMENDMENT: Lisa Markley, Assistant Auditor, reported on the appropriation of amended budget dollars. Heddens moved, Murken seconded the approval of Resolution #24-19, Appropriation Amendment. Roll call vote. (MCU)

AGREEMENT BETWEEN STORY COUNTY AND AHLERS & COONEY, P.C. FOR JOINT REPRESENTATION AND CONFLICT WAIVER FOR IOWA UTILITIES BOARD (IUB) PERMIT PROCEEDINGS: Murken reported on background information, and stated Ahlers is representing several owners on behalf of landowners. She reviewed the cost. Ahlers contacted Murken today stating it is too late to be an intervener but it assists with protesting the use eminent domain. Assistant Attorney Crystal Rink has reviewed. Discussion took place. Murken moved to authorize the chair of the Board of Supervisors to sign the engagement letter with Ahlers & Cooney, PC regarding the matter of hazardous liquid pipeline permits and regulations and further to agree to a maximum of \$10,000.00 towards representative costs from the County General Fund. Motion died for lack of a second.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on upcoming items.

Heddens moved, Murken seconded to adjourn at 10:24 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building
900 6th St., Nevada, IA
9/5/23

1. **SPECIAL NOTE TO THE PUBLIC:** This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click the link below to join the webinar:

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PWD=L2HNYVRKBKZVMGZNULRITYZB5M285ZZ09](https://us02web.zoom.us/j/88636935542?pwd=L2hNYVRkKzVMGZnULRtyZB5M285ZZ09)

Passcode: 934031

Or One tap mobile:

+16469313860,,88636935542#,,,,*934031# US
+19292056099,,88636935542#,,,,*934031# US (New York)

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

+1 646 931 3860 US
+1 929 205 6099 US (New York)
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+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
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2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:

5. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda

6. AGENCY REPORTS:

7. CONSIDERATION OF MINUTES:

I. 8/22/23 & 8/29/23 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 9/10/23, in a) Attorney's Office for Sue Logsdon @ \$24.48/hr; b) Facilities Management for Robert Oberney @ \$32.12/hr; c) Secondary Roads for Mark Brakke @ \$34.77/hr; d) Sheriff's Office for Maegan Camp @ \$2,463.13/bw; Adam Christian @ \$2,961.34/bw; Dillon Combs @ \$3,021.20/bw; Kyle Hack @ \$2,054.61/bw.

Department Submitting HR

9. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Licensing Agreement Between Ergometrics And Story County Effective 09/08/2023 Not To Exceed \$300

Department Submitting Sheriff

Documents:

ERGOMETRICS.PDF

II. Consideration Of Appointment Of Medical Examiner Investigator Kylee Lundberg Term Ending 12/31/24

Department Submitting Board of Supervisors

Documents:

NOTICE OF APPT LUNDBERG.PDF
LETTER AGREEMENT LUNDBERG.PDF

III. Consideration To Stage The Nevada High School Homecoming Parade In The Parking Lot Of The Story County Administration Building By 5:30 P.m. On Tuesday, September 26th

Department Submitting Board of Supervisors

Documents:

PARADE LETTER 2023.PDF

IV. Consideration Of Utility Permit(S): #24-7176

Department Submitting Engineer

Documents:

UT 24 7176.PDF

10. PUBLIC HEARING ITEMS:

I. Consideration Of Resolution #24-18, FY24 Budget Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 24 18.PDF
DOCUMENTATION FY24 AMENDMENT.PDF

11. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Resolution #24-19, Appropriation Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 2419.PDF

II. Discussion And Consideration Of Agreement Between Story County And Ahlers & Cooney, P.C. For Joint Representation And Conflict Waiver For IUB Permit Proceedings - Linda Murken

Department Submitting Board of Supervisors

Documents:

JOINT REPRESENTATION.PDF
ENGAGEMENT LETTER PIPELINE MATTERS.PDF

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

14. UPCOMING AGENDA ITEMS:

15. PUBLIC COMMENT #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

16. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

17. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Latifah Faisal

Principal Signer

9/15/23

Date

Signature

Story County Board of Supervisors, Chair

Title

Story County Sheriff's Office

Agency Name

1315 S B Avenue

Physical Address

Nevada

City

Iowa

State

50102

Zip

(515)382-7458

Telephone

ctoresdahl@storycountyiowa.gov

Email

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Micah Andersen

Authorized Contact

Assistant Jail Administrator

Title

(515)382-7532

Telephone

mandersen@storycountyiowa.gov

Email

Constance Toresdahl

Authorized Contact

Administration Commander

Title

(515)382-7458

Telephone

ctoresdahl@storycountyiowa.gov

Email



Return to:
 Ergometrics &
 Applied Personnel Research, Inc.
 2122 166th St SW Suite 300
 Lynnwood, WA 98037
 FAX: 425-877-0558
 Or email:
adminservices@ergometrics.com

Please to return the signed licensing agreement,
 will delay the processing of your order.

For Office use only:

Product: _____

License Type: _____

Highrise: _____

Exam HQ: _____

Notes: _____

Per Applicant Test Licensing Agreement

1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

- a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.
- b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.
- c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.
- d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.
- e. Cell phones and electronic devices are not allowed in the test administrations.
- f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.
- g. Any testing materials shipped must use a form of registered

service with tracking number and signature for delivery.

h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law

This Agreement is governed by the laws of the State of Washington.



Ergometrics &
Applied Personnel Research, Inc

Story County Sheriff's Office
Licensing Agreement
Attachment A

Pricing

Per Applicant License:

REACT Testing One Time Setup Fee

N/A

10 Applicants @ \$30 each

\$300

(\$150 minimum order)

**cost may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

Term of Agreement

The service agreement will begin and end on the following dates:

Start Date	End Date
9/8/23	9/22/23

All testing materials must be returned by the due date listed above. Materials MUST be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a \$25 late fee for every 15 days overdue. Any lost test materials must have the incident documented on company letterhead and will be subject to lost fees.

NOTICE OF APPOINTMENT

PERSON APPOINTED: Kylee Lundberg

BOARD COMMISSION OR COMMITTEE APPOINTED TO:
Medical Examiner Investigator

LENGTH OF TERM: 16 Months

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHO'S TERM: _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 9/5/2023

DATE OF TERM EXPIRED: 12/31/2024

APPROVED **DENIED**
Board Member Initials: [Signature]
Meeting Date: 9/5/23
Follow-up action: _____

Dr. Steve Gray
Superintendent
sgray@nevadacubs.org

Mr. Kristian Einsweiler
Principal
keinsweiler@nevadacubs.org

Mr. Dustin Smith
Assistant Principal
dsmith@nevadacubs.org

Mr. Jeff Baker
School Counselor
jbaker@nevadacubs.org

August 29, 2023

Dear Linda Murken,

Thank you for taking the time to review our request to stage the Nevada High School - Homecoming Parade in the parking lot of the Story County Administration building.

Each year, the high school holds its annual Homecoming parade. Starting in 2021, we began staging the parade at the Story County Administration building - and had great success. The setup alleviated congestion issues, provided enough space to safely move participants in and out of the space at the beginning of the parade, and allowed routing that did not require participants to cross Lincoln Highway.

Given the successes, we are respectfully requesting to utilize the Story County Administration building as our staging location. While the parade begins at 6:00 PM, we would need access no later than 5:30 PM to assemble the parade order.

- The parade will take place on Tuesday, September 26th, starting at 6:00 PM.
- The parade will assemble in the Story County Administration building parking lot starting at 5:30 PM.
- The parade will leave the Story County Administration parking lot and head West on J Avenue.
- The parade will then turn North 5th Street and proceed to K Avenue
- The parade will then turn East on K Avenue and proceed to 6th Street
- The parade will turn South on 6th Street until J Avenue, where it will turn East.
 - *The announcing stand will be stationed in front of State Bank & Trust on 6th Street.*
- The parade will proceed east on J Avenue, then turn south on 10th Street, and again turn east on H Avenue.
- The parade will continue to head east on H Avenue until it reaches 15th Street.
- The parade will disassemble at the corner of 15th Street and H Avenue (Gates Hall & Nevada High School)

[Parade Route Link](#)

Thank you for considering this request, and please let me know of any questions or concerns you might have.

Go Cubs!



Kristian Einsweiler
NHS Principal

APPROVED **DENIED**

Member Initials: _____

Meeting Date: 9/15/23

Follow-up action: _____



"Preparing Learners Today for Tomorrow"
nevadacubs.org NevadaCSD @NevadaHighSch



STORY COUNTY UTILITY PERMIT

Date 8/29/2023

To the Board of Supervisors, Story County, Iowa:

The Colo Telephone Company, incorporated under the laws of Iowa, with its principal place of business at 303 Main St Colo IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of fiber optic drop cable on secondary route 677 Ave, from 18431 677 Ave to 18289 677 Ave, a distance of .12 miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

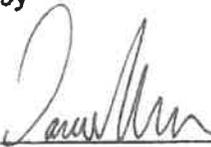
Date 8/29/2023

Colo Telephone Company
Name of Company (Applicant - Permittee)

Shane Bellon 641-377-2202
by Phone no.

Recommended for Approval:

Date 8-29-23


County Engineer 515-382-7355
Phone no.

Approved:

Date 9/5/23


Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



RESOLUTION #24-18

**RECORD OF HEARING AND ADOPTION OF BUDGET AMENDMENT
STORY COUNTY**

Fiscal Year July 1, 2023 - June 30, 2024

STORY COUNTY conducted a public hearing for the propose of amending the current budget for the fiscal year ending June 30, 2024

Meeting Date:	Meeting Time:	Meeting Location:
9/5/2023	10:00 AM	Story County Administration building, 2nd floor public meeting room, 900 6th St., Nevada, Ia 50201

The governing body of the STORY COUNTY met with a quorum present and found that the notice of time and place of the hearing had been published as required by law and that the affidavit of publication is on file with the county auditor. After hearing public comment the governing body took up the amendment to the budget for final consideration and determined that said budgeted expenditures be amended as follows:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	28,670,149	0	28,670,149
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	568,980	0	568,980
Net Current Property Tax	4	28,101,169	0	28,101,169
Delinquent Property Tax Revenue	5	0	0	0
Penalties, Interest & Costs on Taxes	6	75,000	0	75,000
Other County Taxes/TIF Tax Revenues	7	4,300,125	0	4,300,125
Intergovernmental	8	8,885,391	912,898	9,798,289
Licenses & Permits	9	68,500	0	68,500
Charges for Service	10	1,994,240	0	1,994,240
Use of Money & Property	11	684,866	500,000	1,184,866
Miscellaneous	12	721,250	5,000	726,250
Subtotal Revenue	13	44,830,541	1,417,898	46,248,439
Other Financing Sources:				
General Long-Term Debt Proceeds	14	0	0	0
Operating Transfers In	15	5,140,000	0	5,140,000
Proceeds of Fixed Asset Sales	16	33,000	0	33,000
Total Revenues & Other Sources	17	50,003,541	1,417,898	51,421,439
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety and Legal Services	18	16,893,973	-235,366	16,658,607
Physical Health and Social Services	19	5,025,079	1,802,520	6,827,599
Mental Health, ID & DD	20	0	0	0
County Environment & Education	21	7,068,210	1,098,433	8,166,643
Roads & Transportation	22	12,340,890	436,940	12,777,830
Government Services to Residents	23	1,746,213	63,705	1,809,918
Administration	24	8,930,670	622,497	9,553,167
Non-program Current	25	2,020,000	1,720,083	3,740,083
Debt Service	26	1,579,524	0	1,579,524
Capital Projects	27	8,264,457	3,660,069	11,924,526
Subtotal Expenditures	28	63,869,016	9,168,881	73,037,897
Other Financing Uses:				
Operating Transfers Out	29	5,140,000	0	5,140,000
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	69,009,016	9,168,881	78,177,897
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-19,005,475	-7,750,983	-26,756,458
Beginning Fund Balance - July 1, 2023	33	38,311,307	10,468,112	48,779,419
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	8,041,868	1,053,659	9,095,527
Fund Balance - Committed	37	276,265	257,114	533,379
Fund Balance - Assigned	38	3,693,561	-311,737	3,381,824
Fund Balance - Unassigned	39	7,294,138	1,718,093	9,012,231
Total Ending Fund Balance - June 30, 2024	40	19,305,832	2,717,129	22,022,961

Explanation of Changes: Budgeting the carryover funds for ARPA, Urban Renewal, Capital projects.

Signature of Certification

09/05/2023

Adopted On

County Auditor Signature of Certification

8/24/2023

Dept Name	#	Amount	Reason	Funding Source
Board of Supervisors	01	41,400	Salaries	General Fund
		-15,600	Salaries-Extra Help	General Fund
		1,745	Employers Flex Benefits	General Fund
<i>Gen Fund</i>		<u>27,545</u>		
Department Total		27,545		
Gen Co Betterment 40%	10	173,061	Sheriff vehicles (2)	Rural Fund/Assigned
		<u>173,061</u>		
Secondary Roads	20	80,000	Roads	Secondary Road Fund
		356,940	New Equipment	Secondary Road Fund
<i>Secondary Road Fund</i>		<u>436,940</u>		
		80,000	Roadway Construction	Secondary Road Fund
		<u>80,000</u>		
		1,674	Roadway Construction (bonded)	Cap Proj Sec. Rds
<i>Cap Proj Sec Rds</i>		<u>1,674</u>		
Department Total		518,614		
Veterans Affairs	21			
		50	Rent Payments	General Fund
<i>Gen Fund</i>		<u>50</u>		
Department Total		50		
Conservation	22	30,000	Recreational supplies	General Fund
		12,000	Dotson Site Dev	General Fund
		8,300	Sleepy Hollow restoration	General Fund
		5,000	Mitigation banking feasibility	General Fund
		2,000	HGP/Dakins winterizing	General Fund
		8,000	PRT McCallsburg mowing	General Fund
		20,000	Hertz- drainage repair	General Fund
		36,000	Edge of Field practices	General Fund
		(24,000)	Equipment & Machinery	General Fund
		572,400	McFarland lake restoration	General Fund
		595,500	HOINT	General Fund
		52,100	Soper Mill Ph1	General Fund
		87,200	Soper Mill Ph2	General Fund
		46,600	HG Walley Rearing Pond	General Fund
		60,000	McFarland lake restoration	General Fund
<i>General</i>		<u>1,511,100</u>		
		343,000	Skunk River Greenbelt	Friends of Conservation
<i>Friends of Conserv</i>		<u>343,000</u>		
		400,000	McFarland Lake restoration	Conserv Acq & Cap Proj
<i>Conserv Acq & Cap</i>		<u>400,000</u>		
Department Total		2,254,100		

8/24/2023

Human Services Center	50	6,000	Bldg Repair Maint	General Fund Assigned
<i>General</i>		<u>6,000</u>		
Department Total		6,000		
Justice Center Facilities	54	27,500	Bldg Repair Maint	General Fund Assigned
<i>General</i>		<u>27,500</u>		
Department Total		27,500		
Countywide Services	99	(677,327)	StoryComm	General Fund Restricted
		244,845	Shrf vehicles	General Fund Assigned
		30,000	Public Health Emerg Preparedness	State Grant
		31,250	Planning/Consulting- debris Site	General Fund
		199,000	Land Acquisition - debris site	General Fund
		46,000	LACTF funds	General Fund Restricted
		1,000	Equip Parts/Supplies S 11th	General Fund
		2,000	Utilities - S 11th Storage	General Fund
		5,000	Bldg Repair/Maint - S 11th Storage	General Fund
		10,000	Remodeling - S 11th Storage	General Fund
<i>General Fund</i>		<u>(108,232)</u>		
		20,000	Jail COVID testing	ARPA funds
		153,954	Commodity Dist Exp - United Way	ARPA funds
		126,176	Social Support - Primary Health	ARPA funds
		194,066	Child Care- United Way	ARPA funds
		29,609	Commodityt Dist Exp - Nevada Food	ARPA funds
		276,450	Emergency Shelter - ACCESS	ARPA funds
		44,160	Technical Services - Good Neighbor	ARPA funds
		514,506	Room & Board - YSS	ARPA funds
		112,527	Technical Services - Boys & Girls Club	ARPA funds
<i>Rev Loss</i>		178,000	Bldg Repair/Maint - Childserv	ARPA funds
		67,920	Employment Asst - Project Iowa	ARPA funds
		75,102	Child Care - Whistle Stop	ARPA funds
		68,200	Ongoing Rent Subsity - Home Allies	ARPA funds
		470,000	Housing Grants - Housing Trust	ARPA funds
		7,694	Commodity Dist Exp - City of Collins	ARPA funds
<i>Rev Loss</i>		50,000	Child Care - Colo Childcare Proj	ARPA funds
		65,500	Economic Dev - broad band consult	ARPA funds
		63,705	Recording Public Doc -Cott	ARPA funds
		15,000	General County Mngmt - BOS scanning	ARPA funds
		318,506	Bldg Repair/Maint - permanent barriers	ARPA funds
		209,946	HVAC - HSC	ARPA funds
		1,720,083	Contributions - other gov & org	ARPA funds
		648,657	Buildings/Equip - HG Septic	ARPA funds
<i>Rev Loss</i>		686,968	Equip & Mach - admin generator	ARPA funds
		39,668	water quality monitoring	ARPA funds
<i>ARPA Gen Subfund</i>		<u>6,156,397</u>		

Expenses

8/24/2023

<i>Gen Supp Fund</i>	<u>4,055</u>	Office Rent	General Supplemental
	<u>4,055</u>		
<i>Urban Renewal Projects</i>	<u>109,489</u>	Econ Dev TIF	Balance of fund
	<u>109,489</u>		
<i>Cap Proj - TIF</i>	<u>302</u>	TELC	Balance of fund
Department Total	<u>6,162,011</u>		

\$9,168,881 Total Amendment (Expenses)

General Fund:	1,463,963
ARPA Gen Fund Subfund	6,156,397
Gen Supplemental Fund	4,055
Rural Fund	173,061
TIF fund	
Urban Renewal Projects	109,489
Secondary Roads Fund	516,940
Special Law Enforcement	
REAP Fund	
Capital Project SR	1,674
Capital Projects TIF Fund	302
Conservation Land Acquisition	400,000
Friends of Conservation	343,000
Friends of Animals Fund	0
	<u>9,168,881</u>

8/24/2023

Dept Name	#	Amount	Reason	Funding Source
Treasurer	03	500,000	Interest on Investments	Fees
Department Total		500,000		
Conservation	22	3,600	FEMA	2020 Derecho
		250,000	CIRPTA HOINT paving PH 3A	State Grant
		384,000	State rec trails (HOINT Ph3)	State Grant
		8,500	IDNR Water Trail - Sopers Mill	State Grant
		56,420	IDNR Fish Habitat Grant-HGP	State Grant
		5,350	IDNR Water Trail- Sopers Mill Rd	State Grant
		55,000	IDNR Fish Habitat Grant	State Grant
		1,020	IDNR Wildlife Diversity- Jennett	State Grant
		1,785	IDNR Community Forestry	State Grant
		96,233	IDALS Grant - McFarland Lake	State Grant
		20,990	IDNR SWGC Grant	State Grant
<i>General Fund Total</i>		882,898		
Department Total		882,898		
Countywide Services	99	5,000	Miscellaneous	General Fund
		30,000	Pub Health Emerg Preparedness	State Grant
<i>General Fund Total</i>		35,000		
Department Total		35,000		
Total Request		1,417,898	Total Amendment (Revenues)	
			General Fund:	1,417,898
			ARPA Gen Fund Subfund	0
			General Supplemental Fund	0
			MHDD Fund	0
			Rural Fund:	0
			TIF	0
			Urban Renewal TIF	0
				1,417,898

Revenues

"STATEMENT OF CHANGE IN FUNDS BALANCE"

FUND NAME & NUMBER	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE		
FY'24 BUDGET						
GENERAL BASIC #01000	13,542,118	25,005,137	28,037,921	10,509,335	3,215,197	28.00%
GENERAL Subfund MHDS #01006	4,852	3,000	3,000	4,852	<i>Restricted</i>	
ARPA General Subfund #01010	9,630,167	0	8,298,214	1,331,953	<i>Restricted</i>	
GEN. SUPPLEMENTAL #02000	2,143,743	5,877,726	6,416,943	1,604,526	<i>Restricted</i>	25.00%
RURAL SERVICES #11000	1,732,904	7,590,802	8,226,192	1,097,514	101,039	18.00%
TIF #15000	9,154	914,400	914,524	9,030	<i>Restricted</i>	
URBAN RENEWAL PPROJ #17000	0	0	0	0	<i>Restricted</i>	
LG OPOID #18000	352,350	117,000	0	469,350	<i>Restricted</i>	
SECONDARY ROADS #20000	7,251,605	8,624,040	13,524,900	2,350,745	<i>Restricted</i>	25.00%
SPEC. LAW ENFCMENT #22000	85,740	13,050	13,690	85,100	<i>Restricted</i>	
REAP #23000	104,773	28,400	12,000	121,173	<i>Restricted</i>	
RECORDERS RECORDS #27000	65,611	13,850	10,800	68,661	<i>Restricted</i>	
JAIL INMATE CMSRY #28000	132,189	56,950	65,000	124,139	<i>GF Assigned</i>	
DEBT SERVICE #29000	84,854	684,485	665,000	104,339	<i>Restricted</i>	
CAPITAL PROJECTS #30000	427,429	667,000	1,060,000	34,429	<i>Restricted</i>	
CAPITAL PROJECTS SR #31000	150,000	0	150,000	0	<i>Restricted</i>	
CAPITAL PROJECTS TIF #32000	514,332	0	514,332	0	<i>Restricted</i>	
SHERIFF RES OFFICERS #35000	29,569	1,000	12,000	18,569	<i>Restricted</i>	
CO ATTY FINE COLLECTION #38000	373,875	35,000	307,500	101,375	<i>GF Assigned</i>	
CONSERV LAND ACQ & CAP#68000	697,115	186,000	300,000	583,115	<i>GF Assigned</i>	
FRIENDS OF CONSERV #73000	873,123	155,200	447,000	581,323	<i>Restricted</i>	
FRIENDS OF ANIMALS #74000	105,804	30,500	30,000	106,304	<i>Restricted</i>	
TOTAL	38,311,307	50,003,540	69,009,016	19,305,832		
FY'24 AMENDMENT						
GENERAL BASIC #01000	15,565,835	26,423,035	29,501,884	12,486,986	3,474,755	31.62%
GENERAL SUBFUND MHDS #01006	1,964	3,000	3,000	1,964	<i>Restricted</i>	
ARPA GENERAL SUBFUND #01010	15,053,843	0	14,454,611	599,232	<i>Restricted</i>	
GEN. SUPPLEMENTAL #02000	2,229,134	5,877,726	6,420,998	1,685,862	<i>Restricted</i>	26.26%
RURAL SERVICES #11000	2,081,638	7,590,802	8,399,253	1,273,187	138,869	20.20%
TIF #15000	25,250	914,400	914,524	25,126	<i>Restricted</i>	
URBAN RENEWAL PPROJ #17000	109,489	0	109,489	0	<i>Restricted</i>	
LG OPOID ABATEMENT #18000	364,666	117,000	0	481,666		
SECONDARY ROADS #20000	8,768,968	8,624,040	14,041,840	3,351,168	<i>Restricted</i>	23.87%
SPEC. LAW ENFCMENT #22000	115,519	13,050	13,690	114,879	<i>Restricted</i>	
REAP #23000	112,618	28,400	12,000	129,018	<i>Restricted</i>	
RECORDERS RECORDS #27000	77,429	13,850	10,800	80,479	<i>Restricted</i>	
JAIL INMATE CMSRY #28000	129,832	56,950	65,000	121,782	<i>GF Assigned</i>	
DEBT SERVICE #29000	85,058	684,485	665,000	104,543	<i>Restricted</i>	
CAPITAL PROJECTS #30000	477,192	667,000	1,060,000	84,192	<i>Restricted</i>	
CAPITAL PROJECTS SR #31000	151,674	0	151,674	0	<i>Restricted</i>	
CAPITAL PROJECTS TIF #32000	514,634	0	514,634	0	<i>Restricted</i>	
SHERIFF RES OFFICERS #35000	34,573	1,000	12,000	23,573	<i>Restricted</i>	
CO ATTY FINE COLLECTION #38000	367,711	35,000	307,500	95,211	<i>GF Assigned</i>	
CONSERV LAND ACQ & CAP#68000	1,074,817	186,000	700,000	560,817	<i>GF Assigned</i>	
FRIENDS OF CONSERV #73000	1,307,623	155,200	790,000	672,823	<i>Restricted</i>	
FRIENDS OF ANIMALS #74000	129,952	30,500	30,000	130,452	<i>Restricted</i>	
TOTAL	48,779,419	51,421,439	78,177,897	22,022,961		

Ending Fund Balance Projections for June 30, 2024

FY24 General Fund

Restricted	54,000	LACTF
Committed:	533,379	DAPL Conserv - ETF
Assigned:	315,575	CIP Projects
	330,824	Small Community Funding
	<u>2,240,977</u>	Future Capital Project Needs
	2,887,375	
Unassigned:	9,012,231	<i>32% of budgeted general fund expenditures</i>
25% =	6,481,058	
	2,531,173	

FY24 Supplemental Fund

Restricted:	1,685,862	<i>26% of budgeted supplemental fund expenditures</i>
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All other budgetary funds are restricted used funds.

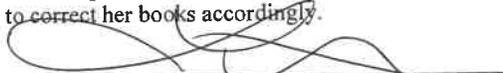
**RESOLUTION NO. 24-19
APPROPRIATIONS AMENDMENT**

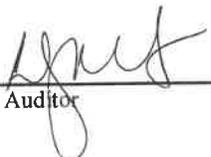
WHEREAS, Resolution No. 23-103 dated June 27, 2023 set appropriations by department for Fiscal Year 2024, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Story County, Iowa, to amend department appropriations by the following amounts:

<u>Dept. # & Name</u>	<u>\$ Amount</u>	<u>Dept. # & Name</u>	<u>\$Amount</u>
01 - Bd of Supervisors	14,723	10 - Gen Betterment	173,061
20 - County Engineer	375,144	21 - Veteran Affairs	1,850
22 - Conservation Bd	1,914,113	26 - Group Homes	87,330
50 - Human Serv Center	3,000	54 - Justice Center Fac	13,750
99 - Countywide Service	6,162,011		

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 5th day of September, 2023 and the Auditor is directed to correct her books accordingly.


Chairperson, Board of Supervisors

Attest: 
County Auditor

ROLL CALL
FOR ALLOWANCE

Latifah Faisal	✓ Yea	Nay	Absent
Lisa Heddens	✓ Yea	Nay	Absent
Linda Murken	✓ Yea	Nay	Absent

ALLOWED BY VOTE
OF BOARD Yea 3 Nay 0 Absent 0


Above tabulation made by B
CHAIRPERSON



*Didn't pass
No Motion*

Ahlers & Cooney, P.C.
Attorneys at Law

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Timothy J. Whipple
515.246.0379
Twhipple@ahlerslaw.com

August 25, 2023

Via E-Mail

Chairman of Board of Supervisors
Latifah Faisal
Story County
900 Sixth Street
Nevada, IA 50201

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

Dear Ms. Faisal:

This letter will confirm that this firm has agreed to represent Story 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 of this engagement 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 that becomes necessary, the firm is willing to consider changing the scope of representation to include such claims, subject to the afore-mentioned items.

August 25, 2023

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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 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

August 25, 2023

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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.

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 Story County, Iowa*

By _____ Date: _____

*Approved by action of the Board of Supervisors on _____, 2023.



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Timothy J. Whipple
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August 25, 2023

didn't pass

Via E-Mail Only

Chairman of Board of Supervisors
Latifah Faisal
Story County
900 Sixth Street
Nevada, IA 50201

RE: Joint Representation of Story County in Iowa Utilities Board Pipeline Permit Proceedings
Concurrent (Joint) Representation and Conflict Waiver

Dear Ms. Faisal:

This consent and waiver letter confirms that our Firm has been asked to represent Story County, in addition to Dickinson, Shelby, Floyd, Kossuth, Wright, Woodbury and Emmet Counties, acting by and through its Board of Supervisors, (individually a "County" and collectively the "Counties") in connection with certain matters arising from the state and local regulation of hazardous liquid pipelines, and in particular participation in pending contested case permit proceedings before the Iowa Utilities Board (the "IUB") in connection with a carbon capture pipeline project proposed by Summit Carbon Solutions ("IUB Permit Proceedings").

As you know, our Firm has an existing and long-standing client relationship with all of the Counties. Given the proposed concurrent representation of the Counties, we cannot undertake a representation where we will advocate or negotiate for one party against the others. However, our ethical rules allow us to undertake joint representation of all Counties in a specific matter provided that we can competently and diligently represent each client, and each client provides informed consent in writing to the representation.

Joint Representation and Common Interests

We believe that we can competently and diligently jointly represent the Counties in the limited matter of the IUB contested case permit proceedings. In those proceedings, the legal issues involved are likely to impact either the zoning and home rule powers of each county within their jurisdiction or the zoning and home rule powers of counties generally. In the case of the former, there is no conflict because the jurisdiction of each county does not interfere with the other counties. In the case of the latter, the zoning and home rule powers of all counties are likely to be affected equally in which case there is a high likelihood no party will be adverse to the others.

In short, as long as the Counties are in agreement on the applicable law, substantive policy issues, and tactical and strategic implementation of their shared goals, we believe that we can competently and diligently continue to represent the Counties and that representing the Counties in front of the IUB would not pose a conflict with our representation of them in other matters. In the event there are actual disagreements of substance between the Counties on the applicable law, substantive policy issues, and tactical and strategic implementation of shared goals, we will attempt to resolve such disagreements or disputes amicably during the joint representation. However, if any one County or Counties remains in dispute or disagreement after good faith attempts at resolution, then one or more of the following may occur:

- (1) the County in disagreement may withdraw from the joint representation and resume separate participation in the proceedings;
- (2) the Firm may decline to advise any of the Counties with respect to such issue; and/or
- (3) the Firm may need to obtain informed consent or withdraw as counsel for one or more Counties, or from the joint representation in its entirety. Such withdrawal by the Firm would not generally, however, impact our ongoing representation of the Counties on any other matters not directly related to or arising from the IUB Permit Proceedings which are the focus of this limited joint representation.

If the Counties desire to pursue this joint representation, the firm requires they agree to the following:

- An acknowledgement that the Firm has been asked to represent them before the IUB in the IUB Permit Proceedings jointly with the other Counties; and
- An acknowledgement from all Counties that the analyses, work product, and preparation of filings for each County on any given question, action, or issue arising during the proceedings is likely to be duplicative if performed separately by each individual County and that each County would rather pursue their goals now through a collaborative process than individually through preparation of their own analyses, work product, and filings, with the understanding and agreement that all Counties will receive the same work product unless they opt to make a separate filing or take some other action individually; and
- An acknowledgement that engaging in this joint representation may prevent Ahlers & Cooney, P.C. from representing any one or more Counties should an adversarial dispute arise with the other Counties as a result of the IUB's handling of the permit proceeding, provided however that the Firm may elect to continue with the representation of one or more Counties with informed consent or otherwise, consistent with attorney ethical rules on conflict of interests.

In the course of the joint representation of the Counties, we will not have communications with one County relevant to the IUB proceedings that are confidential from the other Counties. For matters relevant to this limited joint representation in the IUB proceedings, we have a legal and ethical duty to share with all of you the information we receive and the comments that we give. In other words, your conversations with us with respect to this matter are not privileged as between the Counties and could not be claimed as privileged should any

dispute arise between you. If you want independent advice concerning this matter, or if you wish to be able to discuss matters in complete privacy, you will need to seek such advice from alternate counsel.

In deciding whether or not to consent to the joint representation, the Counties should consider how our limited representation as described above could or may affect them. For example, clients that are asked to consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. We do not believe that our obligations of loyalty and confidentiality to any party will impair our ability to represent the Counties in this matter in the limited manner described herein, but of course you may ask me any questions you may have regarding the contents of this letter and you should seek the independent advice of your County Attorney or other lawyer outside of our Firm regarding the contents of this letter.

In addition, this representation involves participation in the IUB Permit Proceedings for a pipeline that crosses multiple counties. There is a substantial possibility that other counties will also seek to participate in the same IUB 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 jointly represent the Counties 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 applicable county grant a conflict waiver and/or enter into this or another similar agreement for joint representation. By entering into this joint representation, the Counties consent to the potential inclusion of additional counties in the joint representation without further action on their part, if such additional counties agree to the terms and conditions of this letter.

Scope of Limited Representation

If all Counties approve and consent to this joint representation as described above, then the additional terms of our representation are as follows:

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

- Attend regular and special meetings of each County's 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 Counties related to the IUB Permit Proceedings.
- Advise the Counties on legal and regulatory matters related to state and federal pipeline regulations, state and federal permits, local ordinances and permits, and county home rule authority as and to the extent related to the IUB Permit Proceedings.
- Represent the Counties in the IUB Permit Proceedings.
- Review, draft, file, and, if applicable, negotiate all pleadings, motions, testimony, briefs, and other filings necessary and convenient as part of the IUB 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 projects, lead to the possibility that the Counties' ordinances might be challenged in court or that the IUB proceedings could result in further state or federal litigation resulting or arising from the IUB's decisions and orders during the IUB Permit Proceedings. The scope of this representation is to assist with the participation in IUB Permit Proceedings as described above, which could include appeals or further judicial review by various parties to the Proceedings.

At this time, the scope does not include defending the Counties against various legal claims not arising from the IUB Permit Proceedings, including administrative claims and state and federal litigation not related to the IUB Permit Proceedings. Representation of the Counties 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. Any additional legal services, except those services incidental to and necessarily included in connection with this joint representation, must be reflected in separate correspondence, including litigation matters and bond counsel services.

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 one or more Counties regarding the subject of this limited joint representation, we will communicate with the Counties, in writing, to confirm the scope of such consultations prior to initiating the same.

Billing Practices and Procedures

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. I will be chiefly responsible for providing the legal services in this matter, but may obtain the assistance of other attorneys or paralegals in the firm, including the attorneys listed below at the rates effective as of January 1, 2023:

- Tim Whipple at \$350 per hour
- Steve Nadel, for general counsel, at \$470 per hour
- Elizabeth Burnett for general counsel at \$220 per hour
- Jason Craig, for litigation related questions, 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.

Each County will be billed for *its proportionate share* of the total costs of the joint representation on a monthly basis, for all services rendered and all expenses advanced. For this representation, the proportionate shares shall be equal, and shall be determined by dividing the fees and costs to be billed by the number of Counties jointly represented. 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. If your County uses other services or has other open matters with the Firm, these expenses will be shown separately from those other costs. 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.

Other Matters for Consideration

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 your County, one or more of our present or future clients will have transactions 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 jointly represent the Counties as provided in this letter, either because such matters will be sufficiently different from the County joint 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 joint 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 joint interests may be adverse, but that do not have a substantial relationship to any matter on which we are representing the Counties.

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.

Next Steps:

By executing this informed consent, joint representation letter, the County acknowledges 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.

If the contents of this letter are agreeable, 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.

If you disagree with or otherwise believe anything herein to be incorrect or mistaken in any way, then please let me know as soon as possible. We will only be able to represent the Counties in this matter if all Counties are in agreement regarding this limited representation.

Finally, should you have any questions on this matter, please don't hesitate to contact me. The firm appreciates the opportunity to serve as your counsel in connection with this matter. We look forward to working with you.

Very truly yours,

AHLERS & COONEY, P.C.

By

/s/ *Timothy J. Whipple*

Timothy J. Whipple

WAIVER AND CONSENT

Story County has had the opportunity to seek advice from independent counsel of its own choosing concerning the proposed concurrent representation and any conflict of interest associated therewith, and hereby knowingly and voluntarily waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of Dickinson, Floyd, Shelby, Wright, Woodbury, Emmet and Kossuth along with Story County, and any additional counties which seek to join the joint representation on the same terms and conditions, as set forth herein.

Story County*

Dated: _____, 2023 By _____

*Approved by action of the governing body on _____, 2023.