

# AGENDA

Central Iowa Water Works

Executive Committee

June 14, 2024

West Des Moines Water Works Conference Room

1505 Railroad Avenue, WDM

3:00 p.m.

Please join our meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://us06web.zoom.us/j/84820464964?pwd=3y1GcwlCJv6bzdKTQmOu50cRTVlvFh.1>

Meeting ID: 848 2046 4964

Passcode: 292339

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- Item 1: Call to Order
- Item 2: Roll Call
- Item 3: Executive Director Search
  - Kickoff meeting – Board or Executive Committee
  - Date
- Item 4: Letter of Agreement - Bond Counsel
- Item 5: Letter of Agreement – Special Counsel for Transfer of Operational Property Rights
- Item 6: June 26 Board Meeting Agenda
  - PFM Agreement and Scope of Work
  - Proposed Investment Policy
  - Setting CIWW Reserve Fund Policy
  - Interim Purchasing and Expenditure Policy
- Item 7: Discussion of Billing Process after Operational Date
- Item 8: Discussion of Audit requirement

Item 9: Other Items

Item 10: Adjournment

## **Background:**

### Item 3: Executive Director Search.

We have received and signed an engagement letter with MGT/GovHR to conduct the search. On June 10, Bill Smith spoke with Mark Peterson, MGT's lead. The process should begin with a kickoff meeting of approximately 90 minutes with the full board or the Executive Committee. The meeting outlines the process and schedule, and begin to build the profile of the ideal candidate. Mr. Peterson will conduct interviews with all trustees and other key people in the next few days. This meeting is best done as a stand-alone meeting.

### Items 4 and 5:

We have received engagement letters from Eric Boehlert of the Ahlers firm to serve as bond counsel to CIWW and from Jim Wine of the Nyemaster firm to serve as special counsel for transfer of operational property rights. CIWW counsel have reviewed the letters and have no comments. These engagement letters are ready for approval.

### Item 6:

The draft June 26 Board meeting agenda is attached for your review. Item 6A will include some general information for trustees on the Saylorville project and expansion plans.

Item 7: Staff are beginning to plan operational requirements following the operational date. One important question is how CIWW's billing will be prepared each month. Options under consideration are a separate CIWW billing system or utilizing the existing DMWW system to prepare CIWW bills. This item is introductory.

Item 8: CIWW will report a partial year in 2024 with very limited operations. It will report a full operating year in 2025. The Finance and Audit Committee

considered the timing for engagement of a firm to conduct audits and other accounting services. This item is for the information of the executive Committee.

# AGENDA - DRAFT

Board of Trustees

Central Iowa Water Works

June 26, 2024

Mid-American Energy Rec Plex

3:00 p.m.

Please join our meeting from your computer, tablet or smartphone.

<https://meet.goto.com/729313333>

You can also dial in using your phone.

Access Code:

729-313-333

United States:

+1 (571) 317-3122

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**Item 1: Call to Order**

**Item 2: Roll Call**

**Item 3: Approving Agenda, as presented or as amended.**

**Item 4: Public Comment** (Please state name, address and limit comments to five minutes)

**Item 5: Consent Agenda** (Note: These are routine items and will be enacted with one vote without separate discussion unless someone, Board or Public, requests an item to be removed and considered separately) (**\_\_ to start the Consent Agenda**)

- A. Motion – Approve Minutes from May 22, 2024 CIWW Board Meeting
- B. Motion – Receive and File Final Minutes from \_\_\_\_, 2024 Technical Committee Meeting
- C. Motion – Receive Draft Minutes from \_\_\_\_, 2024 Technical Committee Meeting

- D. Motion – Receive Draft Minutes from June 13, 2024 Finance and Audit Committee Meeting
- E. Motion – Receive and File May Financial Summary and Approve May Expenditures

**Item 6: Board Action Items**

- A. Motion – Approve intervention in Saylorville Preliminary Permit application. FERC P-15344 (RM/WS)
- B. Motion – Approve Public Information Requests Policy (AB)

**Item 7: Recommendations from Committees**

- A. Executive Committee
  - 1. Information – Executed Agreement for Professional Services for the Executive Director Recruitment/Search Process (WS)
  - 2. Information – Executed Agreement with Bond counsel (WS)
  - 3. Information – Executed Agreement with Special Counsel for Asset Transfer and Operating Contracts (WS)
- B. Finance and Audit Committee (WS)
  - 1. Motion to Approve PFM Agreement and Scope of Work (AK, MS)
  - 4. Motion to Approve Proposed Investment Policy (WS)
  - 5. Motion to Approve CIWW Reserve Fund Policy (MS)
  - 6. Motion to Approve Interim Purchasing and Expenditure Policy (TC)

**Items 8: Reports**

- A. Interim Executive Director Report
- B. Water Producers Report
- C. Technical Committee Report
- D. Long Range and Capital Improvements Committee Report

**Item 9: Other Business**

**Adjournment**

Upcoming CIWW Activities – July			
Date	Time	Location	Meeting
July 14	1:00 p.m.	DMWW Board Room	Technical Committee Meeting
July 28	3:00 p.m.	Mid-American Rec Plex	Board of Trustees



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
**Phone:** 515-243-7611  
**Fax:** 515-243-2149  
**www.ahlerslaw.com**

June 5, 2024

Central Iowa Water Works  
c/o William Smith, Jr., Interim Executive Director  
2201 George Flagg Parkway  
Des Moines, Iowa 50321

RE: 2024 Engagement Agreement for Bond and Disclosure Counsel Services

To Central Iowa Water Works:

We are pleased to respond to your request for legal services provided by the undersigned, and this Firm, in accordance with the scope outlined herein for future debt issuances of Central Iowa Water Works ("CIWW" or "Issuer"). We appreciated the opportunity to assist in the formation phase of CIWW, and hope our familiarity with CIWW is helpful and efficient. Included herewith is information specific to our Firm regarding our experience in the municipal bond market, with utilities more specifically, and relating to the proposed members of the team we believe will best serve the financing needs of CIWW.

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C., as bond counsel and disclosure counsel (when applicable) to CIWW in connection with the future issuance from time-to-time of bonds, notes, or other obligations ("Bonds"). We understand CIWW retains, and expects to continue to obtain the advice of, a Municipal Advisor properly registered with the Municipal Securities Rulemaking Board (currently, PFM Financial Advisors LLC) in connection with the issuance of Bonds. Furthermore, CIWW also retains General Counsel, with whom we are pleased to interact.

### **SCOPE OF ENGAGEMENT**

The following constitutes our standard scope of professional services offered to numerous public bodies in the State of Iowa:

#### Bond Counsel

In the role of bond counsel, we will provide the following services:

1. Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
2. Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.
3. Review legal issues relating to the structure of the Bond issue.
4. Review or prepare those sections of the official statement, private placement memorandum or other form of offering or disclosure document (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, the Bond Opinion and the Issuer's Continuing Disclosure Certificate, if applicable.

5. Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
6. Prepare the notice of sale relating to the competitive sale of Bonds, if applicable.
7. Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
8. File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser, or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Our duties in this Agreement with regard to providing the Bond Opinion for a series of Bonds are limited to those expressly set forth above. The following services, or any other matter not required to render our Bond Opinion, are not included in any bond counsel fee quoted hereunder for a series of Bonds:

- a) Except as described in paragraph (4) above, assisting in the preparation or review of the Offering Documents with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- c) Pursuing test cases or other litigation, such as contested validation proceedings.
- d) Except as described in paragraph (7) above, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Bonds, or after Closing, monitoring Issuer's continued compliance with said undertaking(s).
- e) Representing the Issuer in Internal Revenue Service examinations, inquiries or proceedings, or Securities and Exchange Commission investigations or proceedings.

The remaining services in this list, specifically those listed in subparts (f) – (i) below, are not included in this Agreement, nor will they be provided by us at any time.

- f) Acting as an underwriter, or otherwise marketing the Bonds.
- g) Acting in a financial advisory role.
- h) Preparing blue sky or investment surveys with respect to the Bonds.
- i) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.



### Disclosure Counsel

Where an offering of Bonds is subject to SEC Rule 15c2-12 (generally applicable to Bonds issued in the conventional public market, not currently applicable to SRF Loans through the Iowa Finance Authority), we stand ready to provide the following services as disclosure counsel to CIWW, if requested. In this role, we will examine applicable law, participate in the drafting of required disclosure documents; review such other financing documents of CIWW, and undertake such additional duties as we deem necessary to render our written advice (described below) at Closing. The above-described services specifically include, but are not limited to, the following:

1. Consult with CIWW officials, its staff, and General Counsel concerning disclosure requirements, and questions relating to the initial issuance of the proposed Bonds, and concerning continuing disclosure requirements created at the time of issuance.
2. Attend, upon request, any meeting of CIWW or its staff relating to disclosure matters that pertain to the issuance of the Bonds.
3. Participate in a review of CIWW's preliminary and final official statements in connection with the offering of the Bonds.
4. Provide written advice to CIWW at the time the Bonds are issued, as described herein.

Based on information collected above, we will provide assistance to CIWW, its staff, General Counsel, and its Municipal Advisor in the preparation of the preliminary and final Official Statement, as requested, or as we think may be appropriate in particular instances. Subject to satisfactory completion of our review of the same, we expect to provide to CIWW written advice that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement, as of its date (excluding financial statements, other statistical data, any feasibility reports, statements of trends and forecasts, information concerning any bond insurance and the Depository Trust Company contained in the Official Statement, or in the appendices, as to which we will express no opinion or view), contains any untrue statement of material fact or omits to state a material fact required to be stated in order to make the statements therein, in light of the circumstances in which they were made, not misleading.

Our written advice will be dated, executed and delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as Disclosure Counsel will be concluded with respect to the issuance of the Bonds. Separately, CIWW may retain us for advice and guidance concerning specific legal questions that may arise after the Closing with respect to disclosure issuers or questions that relate to a series of Bonds, including without limitation, questions concerning compliance with the Issuer's disclosure obligations under, and any actions necessary to assure that the Issuer performs, its continuing disclosure responsibilities with respect to Bonds. The terms of such representation shall be separate from the scope of this Agreement.

In rendering our written disclosure advice hereunder, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

### Other Advice

If requested, we will maintain one or more separate accounts for periodic services rendered to CIWW in connection with other matters unrelated to any particular Bonds. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not

limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, e.g. SRF compliance or procedures; (iii) compliance with continuing disclosure undertaking(s), (iv) the impact of specified actions on tax-exempt status of outstanding Bonds, (v) legislative initiatives and proposals, or (vi) other matters upon which CIWW may seek advice or guidance. Billings for such separate services will be based on the standard hourly rate of the individual attorney at the time of providing the service. Statements for any such additional services shall be submitted periodically, upon provision of other services hereunder.

### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this Agreement and upon notification that bond counsel and/or disclosure counsel services are requested of us hereunder, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of each series of Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as counsel to CIWW are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion, and written advice of disclosure counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and, if requested by the Issuer, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

### **OTHER REPRESENTATIONS**

As you are aware, our firm represents many political subdivisions, companies and individuals, including a number of the Founding Members of CIWW. It is possible that during the time we are representing CIWW for a series of Bonds, one or more of our present or future clients will have transactions with CIWW. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of CIWW, 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 the issuance of CIWW's Bonds. We will decline to participate in any matter where the interests of our clients, including CIWW, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify CIWW's consent to our representation of others consistent with the circumstances described in this paragraph. In certain circumstances we may also seek formal written consent and waivers for any concurrent representations between parties, as permitted under the applicable ethical rules governing the practice of law.

### **FEEES**

It is our practice to charge a flat fee for our professional services as bond counsel, and/or disclosure counsel, on a series of Bonds. Financings are inherently fact-specific. Accordingly, our fee(s) for a given financing will be determined at the time of the project, and are based upon (i) our

understanding of the terms, structure, size and schedule of the proposed Bonds, (ii) the duties we will undertake pursuant to this Agreement, (iii) the time we anticipate devoting to the financing, (iv) review of output contracts for CIWW, Founding Agencies of CIWW, and other member agencies accessing the CIWW system, (v) the responsibilities we will assume in connection therewith, and (vi) the risk component of any opinion(s) and advice we are called upon to issue. Upon being notified of the Issuer's desire to utilize us as bond counsel and/or disclosure counsel hereunder, we will communicate our anticipated fee for the contemplated Bonds to the Issuer's finance team, including your Municipal Advisor, as applicable. It is anticipated our fee(s) will be capitalized into the Bond issue, payable at Closing. If, at any time, we believe circumstances require an adjustment of our original estimate(s), we will advise the finance team. Such adjustment might be necessary in the event: (a) the principal amount of Bonds issued differs significantly from the amount anticipated at the time we initially advised of our fee estimate(s); (b) material changes in the structure or schedule of the financing occur; (c) review and structuring of existing (or planned) output contracts differ dramatically from anticipated review, or (d) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend Board meetings in order to provide the bond counsel or disclosure counsel services outlined above but we will do so in the event that circumstances require. In addition, we will expect to be reimbursed for all client charges made or incurred on your behalf, such as travel costs (for travel outside the Des Moines metro area), photocopying, deliveries and other financing-related expenses. We estimate that such charges will not exceed \$750 per issue. We will contact you prior to incurring expenses that exceed this amount.

The delivery of written advice to third-party participants, at the request of CIWW with respect to a series of Bonds, shall be subject to a separate risk charge in an amount to be approved at the time of the request.

We will submit a summary invoice for the professional services provided in accordance herewith after Closing on each series of Bonds. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, a series of Bonds is not issued, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, for time actually spent on your behalf, plus any client charges as described above. The hourly rates reflected herein (effective 1/1/2024) are subject to periodic review and adjustment by our Firm – typically effective each new calendar year:

Steve Nadel (utility finance): \$430  
Eric Boehlert (finance): \$395  
Elizabeth Burnett (finance associate): \$225  
Legal Assistants: \$140

Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$200 per hour, and work by legal assistants begins at \$140 per hour.

#### **OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS**

Please note our understanding with respect to this Agreement and your role in connection with the issuance of the Bonds:

1. In rendering the Bond Opinion, our written advice as disclosure counsel, and in performing any other services hereunder, we will rely upon the certified proceedings and

other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion and/or written advice as disclosure counsel, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. Except by request, we do not ordinarily attend meetings of the governing body of the Issuer at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds and with the Federal tax law for the tax exemption of interest paid on the Bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.
3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.
4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.
5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the Issuer is obligated to disclose all material facts. The Issuer's lawyers, Municipal Advisor, auditors and bankers can assist in fulfilling these duties, but the Issuer in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of relevant information. Further, there are complicated Federal tax rules applicable to the Bonds. The IRS has an active program to audit such transactions. The documents we prepare are designed so that the Bonds will comply with the applicable rules, but this means you must fully understand the documents, including the representations and the covenants relating to the continuing compliance with the federal tax requirements. Accordingly, we want you to ask questions about anything in the documents that is unclear to you.

#### **RISK OF AUDIT BY THE INTERNAL REVENUE SERVICE (IRS)**

The IRS has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the IRS, interest on such tax-exempt obligations is excludable from gross income of the owners

for federal income tax purposes. We can give no assurances as to whether the IRS might commence an audit of the Bonds or whether, in the event of an audit, the IRS would agree with our opinions. If an audit were to be commenced, the IRS may treat the Issuer as the taxpayer for purposes of the examination. As noted above, the scope of our representation does not include responding to such an audit. However, if we were separately engaged at the time, and subject to the applicable rules of professional conduct, we may be able to represent the Issuer in the matter.

### COMMUNICATIONS

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. You further understand that we do not regard the transmission of an email as an urgent request for legal services, or a response. **Any matter that requires our urgent or time-sensitive attention must be conveyed to us by a personal telephone call.**

### RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to specific transactions will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement. It is our current practice to retain transcripts for at least the life of each financing. You will be notified prior to destruction of our files, and will have the option to request them, should you desire.

### TERMINATION

Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of fees for legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter to other counsel.

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If acceptable to CIWW, please execute below and return for our files.

We genuinely appreciate the opportunity to work with the CIWW team.

Very truly yours,

AHLERS & COONEY, P.C.



Steven M. Nadel



J. Eric Boehlert

SMN/JEB:sk

Accepted by CIWW.

By \_\_\_\_\_ Date: \_\_\_\_\_

Richard J. Sapp  
Michael W. Thrall  
Mark C. Dickinson  
Gregory B. Wilcox  
John F. Lorentzen  
Rod Kubat  
Frank B. Harty  
James C. Wine  
Bruce W. Baker  
Kevin H. Collins  
Wade H. Schut  
Mark D. Aijets  
G. Thomas Sullivan  
Willard L. Boyd III  
Jeffrey W. Courter  
Hallie E. Still-Caris  
Brian J. Humke  
Coreen K. Sweeney  
Mary E. Funk  
Randall D. Armentrout  
Thomas M. Cunningham

Robert D. Andeweg  
Neal K. Westin  
Stephanie L. Maret  
Stephanie G. Techau  
Angela C. Brick  
Benjamin P. Roach  
Jason L. Giles  
K. Dwayne Vande Krol  
Kathleen K. Law  
Mitchell R. Kunert  
Michael J. Dayton  
Kristina M. Stanger  
David T. Bower  
Frances M. Haas  
Jay P. Syverson  
Michael C. Joyce  
Neal A. Coleman  
Katie L. Graham  
Eric J. Eide  
Keith P. Duffy  
Rebecca A. Miller

Colleen R. MacRae  
Ryan J. Stefani  
Leslie C. Behaunek  
Spencer S. Cady  
Matthew A. McGuire  
Brianna L. Long  
Lynn C. Herndon  
Joel M. Williams  
Eric N. Fischer  
Mary Katherine Nelson  
Eric R. Tubbs  
Ethan S. Olson  
Alicia R. Nicoletto  
Roy R. Leaf  
Mackenzie J. O'Brien  
Haley Y. Hermanson  
Logan J. Eliassen  
Katie D. Hamilton  
Kelsy M. Sisler  
Lindsey A. Guerrero  
Catherine M. Anderson Skotzke

Wesley M. Greder  
Dana W. Hempy  
Nathan M. Kooker  
Nathan D. Wegmann  
Shawna M. Schamberger

**OF COUNSEL**  
Edgar F. Hansell  
Jay Eaton  
Terry C. Hancock  
Steven H. Lytle  
Jill M. Stevenson  
Sara J. Sersland  
Gregory P. Page  
Hayward L. Draper  
Bradford L. Austin  
Joseph A. Quinn  
Paula S. Dierenfeld  
John W. Blyth  
Anthony A. Longnecker  
Becky N. Duffy  
Abigail M. Bartine  
Brian M. Shust  
B. MacPaul Stanfield

**REGISTERED PATENT  
ATTORNEYS**

Jeffrey D. Harty  
Wendy K. Marsh  
Todd A. Van Thomme  
Ryan N. Carter  
Sarah J. Gayer  
Allison E. Kerndt

June 6, 2024

Central Iowa Water Works  
c/o William Smith, Executive Director  
2201 George Flagg Parkway  
Des Moines, Iowa 50321

RE: Engagement for Legal Services

Dear Bill:

Thank you for contacting our firm to act as special counsel to Central Iowa Water Works (“CIWW”). This engagement letter describes the agreement under which our firm will provide legal services to you and how we will be compensated for our services.

The scope of this engagement will primarily include: legal matters relating to the transfer of real estate, related improvements and other assets from the Transferring Entities (as hereinafter defined) to CIWW (the “Asset Transfer”), and (2) agreements and contracts relating to the operation of the assets that are transferred to CIWW pursuant to the Asset Transfer. The “Transferring Entities” are the Board of Water Works Trustees of the City of Des Moines Water Works, the Board of Water Works Trustees of the City of West Des Moines, the City of Grimes, the City of Polk City, the Water Utility Board of Trustees of the City of Urbandale, Iowa, the City of Waukee, Iowa, and the Xenia Rural Water District. The assets to be transferred are described in the Central Iowa Water Works 28E/28F Agreement, including Schedule IV-7 of that Agreement.

As it pertains to this firm I will have primary responsibility for your representation, but I will utilize other attorneys and legal assistants in this firm in the best exercise of my professional judgment where appropriate to provided efficient and effective service. In particular, I expect that both Colleen MacRae and Lindsey Guerrero will assist on this project.

**JAMES C. WINE**

[jwine@nyemaster.com](mailto:jwine@nyemaster.com) T (515) 283-3188 F (515) 283-3108

700 Walnut, Suite 1300 Des Moines, IA 50309-3899 • [Nyemaster.com](http://Nyemaster.com) • (515) 283-3100

**Fees and Costs:** We will bill you monthly for the legal services we provide on an hourly rate basis. My hourly rate will be \$250.00. To the extent other attorneys or legal assistants provide services, their rates will be \$250.00 or their standard hourly rate less a 25% discount, whichever is less.

In addition, we charge and expect reimbursement for out-of-pocket expenses that we have incurred on your behalf. Such expenses may include, but may not be limited to, mileage expenses outside of Polk County, long-distance telephone costs, filing fees, deposition costs, printing costs, and advertising costs. We do not add any overhead costs to such third party charges. We will not bill for mileage expenses within the Des Moines metro area or basic computer research expenses.

Our statements generally will be prepared and e-mailed to you during the month following the month in which services are rendered or costs advanced. We expect payment within thirty (30) days after the statement date.

**No Guarantee of Results:** Either at the beginning or during the course of the representation, we might informally express opinions or beliefs concerning the matters involved in the representation and the results that might be anticipated. Any such statement by us is an expression of opinion only and is not a promise or guarantee of results. We will keep you informed of our progress, and we will respond to you as promptly as possible. In return, we need you to keep us informed of any developments that may affect all matters as to which we represent you as soon as you become aware of them and to be available when we need to consult with you.

**Disclosure of Conflicts and Waiver:** We have disclosed to the Board of CIWW, prior to its decision to retain our services, that our firm has represented the City of Clive ("Clive") as outside general counsel for many years and we expect to continue to represent Clive during the term of this engagement. However, the City of Clive is not one of the Transferring Entities and we do not believe this will be a conflict based on our current understanding of our role. We also understand that the CIWW does not believe this will present a conflict based upon the limited scope of our engagement. In addition, Robert D. Andeweg, Mayor of the City of Urbandale, is a member of our firm. However, our firm does not represent either the City of Urbandale or the Water Utility Board of Trustees of the City of Urbandale, and we do not view this as a conflict.

**Communication and Email:** When communicating with our office, you may transmit and receive information from time to time by email, secure or non-secure internet, cellular telephone or other electronic means of communication. There is a risk that these communications may be intercepted by third parties, and third parties may argue communication by such means is not protected by the attorney-client privilege. We cannot guarantee that third parties will never intercept our communications or that attorney-client privilege will be upheld. With full understanding of these risks, you consent to the transmission of information by encrypted or unencrypted email, secure or non-secure internet, cellular telephone or other electronic means of communication, and accept the risk of diminished confidentiality. We will communicate with you using the email address you provided to us during our initial consultation.

**Termination of Representation:** You will have the right to terminate our representation at any time for any reason. We will have the same right. For example, we may discontinue legal services if invoices are not paid currently. Unless previously terminated, our representation of you in connection with any particular matter will end when we send our final statement of fees. You will be responsible for fees incurred prior to termination. After our representation of you in connection with any particular matter ends, there might be changes in laws or regulations that might affect your future rights and liabilities, but our firm does



not have an obligation to continue to advise you about future legal developments unless you engage us to do so. After our representation of you in connection with any particular matter ends, our firm will store your file in accordance with my firm's file retention policies.

**File Retention:** We will retain our files pertaining to our representation, including material prepared by or for the internal use of our attorneys. We have internal policies that determine retention periods for closed representation files. We will provide such portions of these file materials to you as required by the applicable rules of professional responsibility or other legal requirements upon reasonable request, and if you pay reasonable expenses associated with producing a copy. If you do not request return of file material, this agreement is notice that we have the right to destroy the file material without further notification to you at the end of the retention period.

Please review the foregoing and, if it meets with your approval, please sign a copy of the agreement and return it to me by e-mail. This agreement may be executed in multiple counterparts with original, electronic, or facsimile signatures.

Thank you for selecting our firm to represent you. We look forward to serving you and shall use our best efforts on your behalf. If you have questions, please contact me.

Very truly yours,

James C. Wine

JCW/jjf

AGREED AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

CENTRAL IOWA WATER WORKS

By: \_\_\_\_\_