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December 22, 2020

Via E-Mail

Heather Ussery Assistant City Manager City of Knoxville, Iowa <a href="mailto:hussery@knoxvilleia.gov">hussery@knoxvilleia.gov</a>	Mark Raymie Chairperson, Board of Supervisors Marion County, Iowa <a href="mailto:mraymie@marioncountyiowa.gov">mraymie@marioncountyiowa.gov</a>
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RE: Representation of Marion County, Iowa Related to 28E Agreement for VA Property Redevelopment Project

Dear Ms. Ussery and Mr. Raymie:

This acknowledgment and waiver letter is intended to explain the scope and nature of our representation of Marion County, Iowa (“County”) with respect to a proposed 28E agreement between the County and the City of Knoxville, Iowa (“City”) regarding a development project on the VA Property (the “Project”).

As you know, our Firm has an existing client relationship with the City in various matters such as labor and employment. However, the Firm has not been asked to represent the City in any matters related to the Project.

Our Firm has an existing client relationship with the County in various economic development matters and has been asked to represent the County in connection with this Project; namely, assisting in the preparation of a 28E agreement between the County and City for the Project and potentially helping the County establish an Urban Renewal Area for the Project (with the City’s consent).

In light of our current representation of the City and of the County, we are sending each of you this letter to explain the circumstances and obtain informed waiver of any actual, potential or perceived conflict of interest, from the City Council and the County Board of Supervisors, before undertaking representation of the County with respect to the Project as described herein.

We do not believe that our obligations of loyalty and confidentiality to the City or the County will impair our ability to represent the County as described herein. Please be aware that Iowa’s Rules of Professional Conduct require that we represent all our clients with diligence and that we protect and maintain their confidences. Accordingly, we will not disclose to the County

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or use on the County's behalf any confidential information that we may have acquired about the City in our prior or ongoing representation of the City in unrelated matters. Similarly, we will not disclose to the City or use on behalf of the City any confidential information that we may acquire about the County in our representation of the County as described herein.

In the event there is an assertion of a directly adverse claim by the City against the County, or vice versa, in litigation or other proceedings before a tribunal with respect to the Project, we would need to withdraw from the representation of the County in this matter, as such a conflict of interest cannot be waived under Iowa's Rules of Professional Conduct. In such event, we expect the County Attorney and other counsel retained by the County would handle such proceedings on behalf of the County.

Although we are asking the parties to approve our representation of the County as set forth herein, by waiving any actual, potential or perceived conflict of interest and consenting to said representation, neither party is obligated to do so. We are pleased to answer any further questions either party may have about this matter. Although neither party is required to do so, each party may each seek the advice of a lawyer outside of our Firm if they have any questions or concerns about whether they should sign this waiver and acknowledgement. If this waiver and acknowledgement is not approved by both parties, then the Firm will not represent the County in this Project, but we will continue our representation of the City and County in unrelated matters.

Please respond to this request by either signing and returning this waiver and consent letter via email or informing us that your governing body has declined to approve the same.

Very truly yours,

AHLERS & COONEY, P.C.



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The City Council of the City of Knoxville hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of Marion County, Iowa with respect to the as set forth above, and consents to said representation, while representing the City of Knoxville in unrelated matters.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CITY OF KNOXVILLE, IOWA

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

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The Board of Supervisors of Marion County, Iowa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the City of Knoxville, Iowa in matters other than the Project described above, and consents to said representation, while also representing Marion County with respect to the Project in the roles described above.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

MARION COUNTY, IOWA

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

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