



# LOWER PLATTE SOUTH

## natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581  
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Item #4

### Memorandum

Date: March 30, 2023  
To: Each Director  
From: GM Search Committee  
Subject: GM Search Committee Final Report and Recommendation for Approval of Employment Agreement

The GM Search Committee met thirteen times over the last four months. Meeting dates included December 15, 2022, January 3, 2023, January 9, 2023, January 16, 2023, February 9, 2023, February 16, 2023, February 23, 2023, March 10, 2023, March 13, 2023, March 15, 2023, March 16, 2023, March 23, 2023, and March 29, 2023.

The committee's work included setting a timeline for applications to be submitted and a finalist to be selected; defining the selection process; reviewing and revising the job description for the position of General Manager; submitting the timeline, process, and job description to the Board of Directors for approval; preparing questions and protocol for interviews; reviewing submitted application materials; selecting candidates to be interviewed; interviewing candidates; selecting the finalist candidate; and reviewing the Employment Agreement negotiated with the finalist candidate.

Fifty applications were submitted, but a few were submitted multiple times by the same candidates across the multiple platforms on which the job posting was listed (Indeed, Lincoln Journal Star, etc.). Accounting for the duplicate submissions, a total of forty five candidates made application for the position. The Search Committee narrowed its pool for interviewees down to eight candidates and conducted more than ten hours of interviews over the course of three days. After the interview process ended, the eight members of the Search Committee came to a unanimous decision to select Mike Sousek as the finalist candidate for the position. The Search Committee directed Directors Landis and Egan, with the assistance of legal counsel, to negotiate a proposed Employment Agreement with Mike Sousek.

On March 29, 2023, Directors Landis and Egan reported to the Search Committee that they had negotiated a draft Employment Agreement with Mike Sousek, and they presented the final draft of the agreement to the Search Committee for its consideration. At that meeting, Director Andersen made, and Director Johnson seconded, the following motion:

***Recommend the Board of Directors approve the Employment Agreement with Mike Sousek, making Mike Sousek the General Manager Designate of the District, effective May 1, 2023, and the General Manager of the District, effective September 1, 2023.***

The Motion passed 7-0, with Directors Egan, Andersen, Landis, Lamberty, Johnson, Ruth, and Seacrest voting yes, and with Director Jacobson being absent.

**Michael Sousek**

Norfolk, NE 68701

Phone: [REDACTED] • E-Mail: [REDACTED]

Date: 15 February 2023

Johnson Flodman Guenzel & Widger LLP  
Attn: Corey J. Wasscrburger  
1227 Lincoln Mall  
Lincoln, NE 68508

Dear Corey:

Per the announcement that was found on [www.lpsnrd.org](http://www.lpsnrd.org), I submit my resume for the position of General Manager of the Lower Platte South Natural Resources District.

With over 22 years employment in the NRD system, I have the skills and experience necessary to be an asset to the Lower Platte South NRD. I have a bachelor's degree in Biology and a master's degree in public administration with an emphasis in public management. I have worked across all levels of the NRD system from grassroots efforts through senior management.

Among other achievements, I have implemented strategies and policies that have increased production all the while using less financial, human, and energy resources. I have developed partnerships to complete multi-million dollar projects. I have been responsible for successfully starting up two new rural water enterprises and for the last 8 years provided leadership to the largest rural water system in the state. I have coordinated conservation efforts in targeted watersheds, implemented financial initiatives including budget analysis and financial condition analysis for the NRD and secured a plethora of grants to help offset the cost of major projects or programs. I have successfully taken direction from a board and developed policies and programs to carry out the wishes of the board. Through these various endeavors, I have provided the leadership needed to raise the level of expectations amongst staff and delegated responsibilities to all staff team members of the NRD to carry out the mission of the District.

As General Manager of the Lower Elkhorn NRD, I have developed policies for the district that have kept the business of the NRD within the guidelines of the law and assured safety from legal liabilities. I have also focused on establishing financial resiliency for the district and have been successful. This was all completed while working with constituents on a local level and politicians on the local, state, and national level.

I have had opportunities to speak in front of large groups of various stakeholders and have delivered a consistent message. I wholeheartedly believe in the NRD system and understand the delicate nature of having property taxes as a revenue stream.

I look forward to a continued conversation through an interview to let you further assess my eligibility to be the next General Manager of the Lower Platte South NRD.

Sincerely,



Michael Sousek

General Manager, Lower Elkhorn NRD

# Michael Sousek

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██████████ Norfolk, NE 68701  
Cell: ██████████  
Email - ██████████

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## Professional Profile

Experienced general manager with a proven track record of leading cross-functional teams. Skilled at identifying opportunities for growth and improvement and implementing plans to achieve them. Experience includes managing budgets, developing and executing strategic plans, and creating a positive and productive work culture. Passionate about natural resources and strive to work with all stakeholders to ensure alignment and to achieve shared objectives.

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## Qualifications

- Strong verbal communication
- Team leadership
- Conflict Resolution
- Financial Management
- Contract negotiation/review/drafting
- File/records maintenance
- Excellent written communication skills
- Schedule/Priority management
- Critical thinking
- Business operations organization
- Project planning
- Listener/Emotional awareness

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## Relevant Experience

### *Project Management:*

- Initiated regional rural water projects which resulted in two newly formed water systems serving communities and rural customers.
- Worked with partnering sponsors on various other projects from bank stabilization on the Elkhorn River, Norfolk Riverfront development, trail development, levee projects, and Watershed Flooding Prevention Operations planning efforts.

### *Operations Management:*

- Developed and administered the NRD budget.
- Managed staffing, promotions, and terminations of 24 NRD staff.
- Developed new personnel policies and rewrote antiquated policies.

### *Program Management:*

- Successfully developed various programs for the District including district-wide metering, drought mitigation planning, variance process for irrigation development and other water quality initiatives.
- Supported District programs through testimony in front of State Legislature and written correspondence with U.S. Senators, U.S. Representatives and Federal and State agencies.

### *Public Relations:*

- Handled citizen complaints and practiced conflict resolution. Worked with individuals after Nebraska Supreme Court rulings to bring them back into compliance with NRD regulations.
- Was the spokesperson for the NRD with all media outlets and delivered a positive consistent message.

### *Contract Negotiation:*

- Negotiated the contracts for various studies and projects.

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## Experience

### General Manager

January 2015 to current date

**Lower Elkhorn Natural Resources District** – Norfolk, Nebraska

- Responsible for day to day operations and management of all NRD employees.
- Responsible for all financial transactions and movement of NRD funds from one account to another depending on investment strategies.
- Provide overall leadership and direction to staff, the board, and the general public as needed.

### **Rural Water Manager**

November 2001 to December 2014

#### **Lower Platte North Natural Resources District – Wahoo, Nebraska**

- Member of Executive Management Team.
- Accountable for multiple diverse projects, including all aspects of initiation, contracts, design, legal, completion and operation.
- Overall customer satisfaction achieved for all projects.

### **Microbiologist Technician**

January 1999 to September 2001

#### **Pfizer – Lincoln, Nebraska**

- Performed routine laboratory and diagnostic tests.
- Adhered to all applicable regulations, policies and procedures for health, safety and environmental compliance.
- Developed production tracking and quality control systems, analyzing production, quality control, maintenance and other operational reports to detect production problems.

### **Education**

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#### **University of Nebraska-Omaha 2014**

Omaha, Nebraska, U.S.A.

Public Administration - Public Management

Masters of Public Administration

#### **Wayne State College 1998**

Wayne, Nebraska, U.S.A.

Biology - Life Sciences

Bachelor of Science in Biology

### **References**

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Senator Anna Wishart  
District 27  
Room 8<sup>th</sup> Floor  
P.O. Box 94604  
Lincoln, NE 68509  
[REDACTED]

Mayor Josh Moenning  
Mayor of Norfolk Nebraska  
309 North 5<sup>th</sup> St.  
Norfolk, NE 68701  
[REDACTED]

Joel Hansen  
Board Member LENRD (16 yrs)  
[REDACTED]  
Wayne, NE 68787  
[REDACTED]

## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (the “Agreement”) is made and entered into effective April 5, 2023, by and between the **LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT**, a political subdivision of the State of Nebraska (the “District”), and **MICHAEL SOUSEK** (“Sousek”).

### RECITALS

A. Sousek has obtained a Bachelor of Science degree from Wayne State University in Biology, and also has obtained a Master of Public Administration degree from the University of Nebraska-Omaha (UNO) with a Public Management emphasis. He has been employed as the General Manager of the Lower Elkhorn Natural Resources District since 2015.

B. The District wishes to offer Sousek an employment contract as General Manager Designate from May 1, 2023, through August 31, 2023, and as General Manager from September 1, 2023, through June 30, 2027.

C. Sousek is willing to accept the offered employment contract on the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises and covenants of the parties, the District and Sousek agree as follows:

1. **EMPLOYMENT.** District agrees to employ Sousek as General Manager Designate from May 1, 2023, through August 31, 2023, and as General Manager from September 1, 2023, through June 30, 2027, and Sousek accepts such employment during the term of this Agreement.

2. **DUTIES OF GENERAL MANAGER.** Sousek is hired as the Manager Designate and Manager of the District pursuant to the authority granted to the District in *Neb. Rev. Stat. § 2-3228(c)*. *Neb. Rev. Stat. § 2-3202(6)* defines “Manager” as “the chief executive hired by a majority vote of the board to be the supervising officer of the district.” The District and Sousek agree that he is being hired as the “Manager” of the District, notwithstanding the fact that he will carry the title of General Manager. Sousek shall, subject to the Operating and Personnel Policies of the District, as from time to time as may be amended, manage, conduct, and administer the affairs of the District in an efficient and economical manner. Sousek agrees to devote his full and exclusive skill, labor and attention and best efforts to discharge his duties as Manager of the District and not engage in any outside activities that would prevent him from carrying out the duties of Manager.

3. **TERM OF EMPLOYMENT.** The term of employment under this Agreement shall be from May 1, 2023, through June 30, 2027, unless terminated sooner as provided herein. Not later than one (1) year prior to the end of the term, the parties will meet to discuss the possible extension of this Agreement or the execution of a contract for a new term, commencing on July 1, 2027.

4. **TERMINATION OF EMPLOYMENT.** This Agreement and Sousek's employment may be terminated prior to the end of the term, as follows:

(a) Upon written notice by the District to Sousek, Sousek may be discharged if he materially breaches any provisions of this Agreement or performs any act which substantially inhibits his ability to perform his duties as Manager, including, but not limited to, incompetence, immorality, conviction of a felony, neglect of duties, general neglect of the business of the District, or unprofessional conduct which interferes substantially with the continued performance of the duties of Manager;

(b) Upon three (3) months written notice from Sousek to the District; or

(c) Upon written notice by the District to Sousek in the event that Sousek is unable, due to illness or disability, to fully perform the essential functions of his job pursuant to this Agreement, with reasonable accommodation, for a cumulative period of one hundred and eighty (180) or more calendar days in any 12-month period. Such notice of termination shall be delivered to Sousek not less than 60 days before the date of termination. After ninety (90) continuous days of disability, the base monthly salary otherwise payable to Sousek for the period of his entitlement to any disability insurance benefits, whether or not application for benefits is made, shall be reduced by the amount of such disability insurance benefit entitlement; or

(d) Automatically in the event of Sousek's death; or

(e) At any time pursuant to written agreement of the parties, on such terms as may be set forth in such agreement.

5. **COMPENSATION.** During the term of this Agreement, Sousek shall be compensated as follows:

(a) Sousek shall be classified as an exempt employee under the Fair Labor Standards Act and shall not be entitled to overtime pay or other compensation except as provided in this Agreement.

(b) The District shall pay Sousek the following salary under this Agreement:

- (i) May 1, 2023, through August 31, 2023, \$164,296.36, annualized salary;
- (ii) September 1, 2023, through June 30, 2024, \$172,000.00, annualized salary;
- (iii) July 1, 2024, through June 30, 2025, \$178,000.00, annually;
- (iv) July 1, 2025, through June 30, 2026, \$184,000.00, annually; and
- (v) July 1, 2026, through June 30, 2027, \$190,000.00, annually.

(c) Sousek's salary shall be paid with the same frequency as are other employees of the District. The rate of compensation paid to Sousek shall be subject to an annual review and an overall determination by the Board of satisfactory performance.

(d) If the Board determines that Sousek's annual performance evaluation for June 30, 2024, June 30, 2025, and/or June 30, 2026, is unsatisfactory, the Board may withhold or reduce the increases in salary scheduled for July 1, 2024, July 1, 2025, and/or July 1, 2026, as specified in Section 5, paragraph (b) (iii) (iv) and (v) above.

6. **BENEFITS.** In addition to the compensation set forth in paragraph 5 above, Sousek shall be entitled, during the term of employment under this Agreement, to participate in the benefits offered to other employees of the District, subject to all eligibility requirements, qualifications, and conditions of such benefit plans as adopted and amended from time to time by the Board. Benefits to which Sousek may be entitled include, but are not limited to, health insurance, sick leave, vacation leave, and retirement benefits. For the purpose of accruing vacation leave, Sousek shall begin his employment with the District with credit for 21 years of service to the District in light of his years of service at Lower Platte North Natural Resources District (November 2001 through December 2014) and Lower Elkhorn Natural Resources District (January 2015 through April 2023). Sousek also shall be entitled to use and operate District vehicles, pursuant to policies approved by the Board; however, Sousek shall not drive a District vehicle to commute to and from work if Sousek is commuting from or to a residence that is outside of the District's boundaries, nor shall he seek reimbursement for such commutes.

7. **MOVING EXPENSES.** In addition to the compensation set forth in paragraphs 5 and 6 above, the District shall reimburse Sousek an amount not to exceed \$5,000.00 for reasonable and customary relocation expenses actually incurred by Sousek as a direct result of moving to a new residence within reasonable distance of the District's office.

8. **REIMBURSEMENT OF EXPENSES.** Within the limits established by the Board of Directors, Sousek is authorized to incur reasonable expenses on behalf of the District while engaged in the business of the District. The District will reimburse Sousek for all such reasonable expenses upon presentation of an itemized account and satisfactory proof of all expenditures.

9. **PROFESSIONAL DEVELOPMENT.** Sousek may, with the prior approval of the Chair of the Board, attend professional meetings, seminars and participate in such organizations and professional development activities to further his professional development. The expenses for attending such activities shall be paid by the District.

10. **DEATH DURING EMPLOYMENT.** If Sousek dies during the term of this Agreement, this Agreement shall automatically terminate and the District shall pay to the widow of Sousek or his estate, his accrued salary prorated to the date of his death. This payment is in addition to any other payment Sousek's widow or his estate may be entitled to receive under any other benefits plan or program of the District.

11. **NOTICE.** Any notice required or permitted to be given under this Agreement shall be in writing and either hand delivered or sent by certified mail to the parties as follows:

To Sousek at [REDACTED] Norfolk, NE 68701.

To District at 3125 Portia, PO Box 83581, Lincoln, NE 68501-3581.

12. **WAIVER.** No waiver of any breach of this Agreement shall constitute a waiver of any other or subsequent breach.

13. **ASSIGNMENT.** The rights and obligations of District under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. This Agreement shall not be assigned by Sousek.

14. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement between the parties and may not be modified unless in writing executed by both parties.

**IN WITNESS WHEREOF,** the parties have executed this Agreement effective April 5, 2023.

**LOWER PLATTE SOUTH NATURAL RESOURCES  
DISTRICT,**

BY:

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David Landis, Chair, Board of Directors

**MICHAEL SOUSEK**

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