



LOWER PLATTE SOUTH natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581
P: 402.476.2729 • F: 402.476.6454 | www.lpsnrd.org

Agenda Item #7

Memorandum

Date: May 12, 2023
To: Each Director
From: Paul D. Zillig, General Manager
Subject: Executive Subcommittee Meeting Minutes

The Executive Subcommittee met at Noon on Wednesday, May 10, 2023 via zoom. Directors in attendance were David Landis, Bob Andersen, Lisa Lewis, Chelsea Johnson, Tom Green, and Deborah Eagan. Others attending included Kristen Hassebrook, Tim Hruza, Matthew Schaefer, Corey Wasserburger, Steve Seglin, Dave Potter, Kristin Buntmeyer, Nathan Kuhlman, Mike Sousek, and myself.

Chair Landis called the meeting to order, made introductions, and welcomed those in attendance. The first item was to consider a 2024 Legislative Session Lobbyist contract with Mueller Robak. Kristen updated the Subcommittee on the 2023 Legislative Session (day 76 of 90), that the budget continues to advance (2nd round), discussed funding for Lincoln's second water source, and the work done before the session on deferring any conservation easement legislation. The Subcommittee was very pleased with the work of Kristen and Mueller Robak and also pleased with the results so far.

I reported that I requested a lobbying proposal from Mueller Robak for 2024, their proposal was again for \$24,000 (see attached). The Subcommittee discussed that it would be beneficial to approve this agreement at this time to include in the budget, complete it before the GM transition, and let us plan ahead. It was moved by Lewis, seconded by Andersen, and unanimously approved by the Subcommittee to **recommend the Board of Directors approve the proposed professional services contract with Mueller Robak for lobbying services for 2024.**

The Subcommittee then was updated on our efforts to purchase a storage building/maintenance yard at 5940 Colfax Avenue, they reviewed the attached listing of HR (human resources) responsibilities, discussed District property, the long-term needs and uses of that property, and that the District hasn't seen the need to develop and policy to potentially sell District property. The Subcommittee was also provided the attached Organizational chart for the NRD.

There being no further business the meeting adjourned at 6:30 pm.

PDZ/pz

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made by and between Lower Platte South Natural Resources District hereinafter referred to as "Principal" and the lobbying firm of Mueller Robak LLC, 530 South 13th Street, Suite 110, Lincoln, Nebraska 68508, hereinafter referred to as "Lobbyist".

Principal and Lobbyist for the consideration set forth herein agree as follows:

ARTICLE I

Lobbyist shall undertake the professional representation of the legislative interests of Principal before the Nebraska State Legislature during the period January 1, 2024 through December 31, 2024. Any special session convened during the term of this Contract is expressly excluded from this Contract. Lobbyist shall use its best efforts in the performance of this Contract, and shall devote such time, personnel, and resources in the performance of such Contract as in Lobbyist's reasonable judgment will provide the highest probability of success. It is mutually understood and agreed that Lobbyist cannot and does not either expressly or impliedly guarantee or warrant the result of its efforts. It is understood and agreed that Principal is retaining Lobbyist to provide lobbying services and not legal services and no attorney-client relationship is created hereunder between the Parties.

ARTICLE II

It is agreed that representation under this Contract involves monitoring and actively lobbying legislative bills and resolutions introduced in the Nebraska Legislature of interest to Principal. Lobbyist will read all legislative bills and resolutions. Lobbyist will monitor the activities of the Legislature and be generally aware of legislative issues of interest to Principal. Lobbyist will provide copies of bills to Principal which Lobbyist has identified as being of possible interest to Principal and Lobbyist will inform Principal as to their status in the legislative process. Lobbyist will be available to report to Principal by telephone, in writing or in person upon reasonable request. Lobbyist will be available for advice and consultation to Principal on relevant legislative issues pending before the Nebraska Legislature.

ARTICLE III

Principal shall pay to Lobbyist the fixed fee of \$24,000.00 for providing services under this Contract. Such fee shall be payable on January 15, 2024. Incidental expenses, including lobbyist registration fees and reasonable entertainment expenses, shall also be payable by Principal and will be billed separately to Principal. The payments authorized under this agreement will be applied to the payment of the Principal's account and are earned upon receipt. In the event this contract is terminated during the legislative session, Lobbyist shall be entitled to a pro rata portion of the fixed fee based on the number of legislative days of the session which have transpired prior to the date of termination. If the Contract is terminated after the

legislative session concludes, Lobbyist shall be entitled to the entire fixed fee provided in this Contract.

ARTICLE IV

It is understood that Lobbyist shall not be deemed an employee, agent, partner, or joint venturer of Principal, but is acting solely as an independent contractor for all purposes and at all times. Principal acknowledges that Lobbyist has now and may hereafter acquire other clients for whom Lobbyist provides lobbying services and that the services of Lobbyist are not exclusive to Principal.

ARTICLE V

Principal recognizes that Lobbyist is engaged in the business of lobbying for a number of clients. From time to time an issue of legislative concern may affect more than one of Lobbyist's clients. Principal and Lobbyist further recognize that the legislative interests of Principal and other clients of Lobbyist may not always be compatible. Any conflict of interest which arises with respect to any legislative issue will be brought to the attention of all affected clients by Lobbyist and will be resolved in the following manner: (1) An attempt will be made to resolve or compromise the conflict between clients. Such a compromise must be agreed to by all affected clients; (2) If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved; (3) If a conflict is not resolved by a client's withdrawal of the issue or mutual compromise of the conflicting points of view, Lobbyist shall continue to represent, on the conflicting issue, only the legislative interests of the client which has had Mueller Robak LLC or one or more of its current or past lobbyists as a registered lobbyist for the longest continuous period of time. In this circumstance, Principal agrees that it will not object in any manner to this continued representation. For purposes of this article, client includes any parent, subsidiary or affiliated entity of such client.

ARTICLE VI

Principal and Lobbyist shall comply, at their expense, with all applicable federal and state laws, regulations and executive orders. Lobbyist will be available to discuss accountability procedures in order that Principal may comply with all accountability laws, regulations, and executive orders. However, the responsibility to comply with the laws of the State of Nebraska relating to Principal remains with Principal.

ARTICLE VII

This Contract constitutes the entire agreement between Principal and Lobbyist with respect to the subject matter hereof and shall not be amended or modified without specific written provision to that effect, signed by all parties. No oral agreement of any person shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Agreement.

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT
PRINCIPAL

MUELLER ROBAK LLC
LOBBYIST

By: _____

By: _____

MATTHEW T. SCHAEFER

Title: _____

Title: Partner

Date: _____

Date: _____

DRAFT

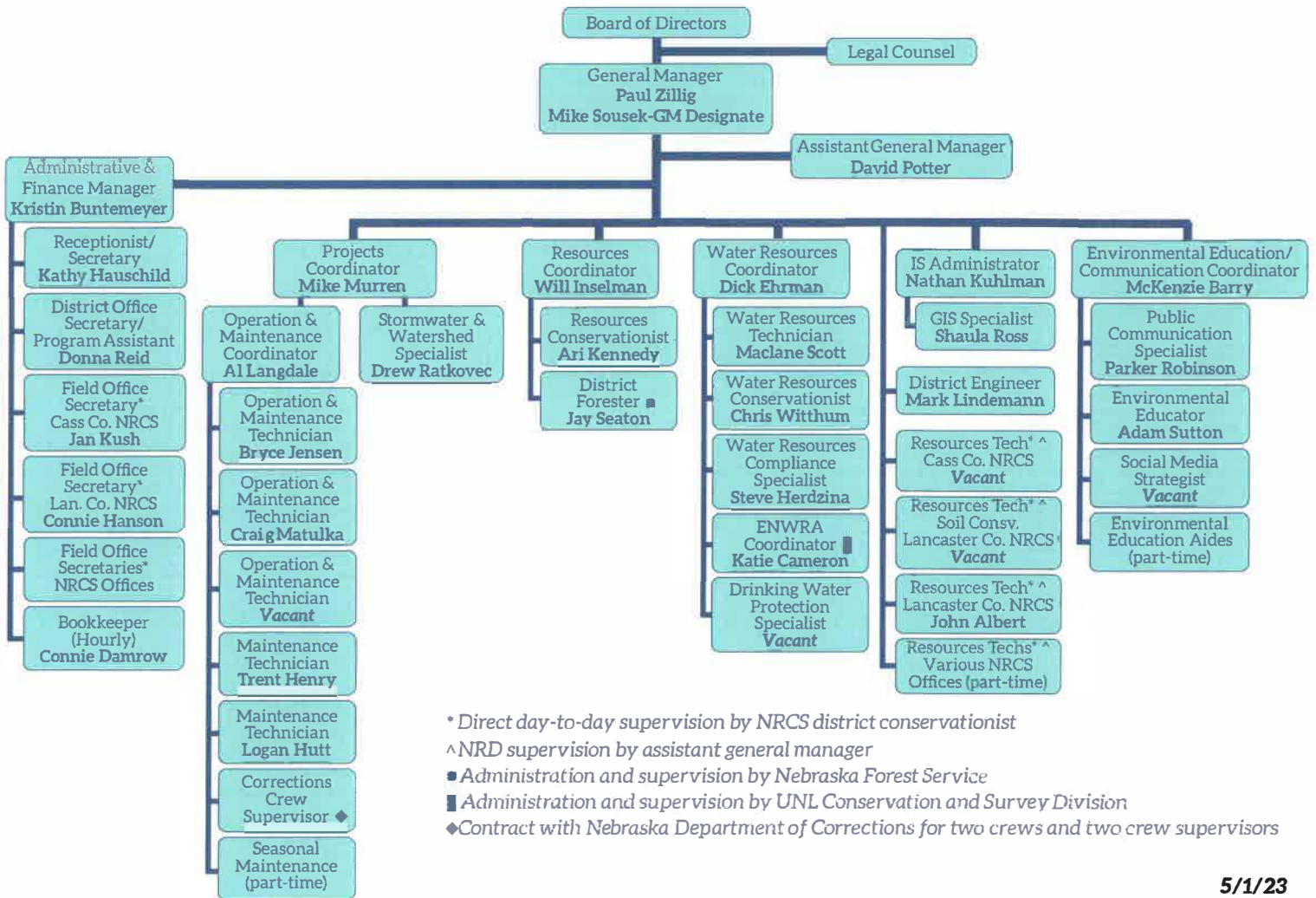
4/26/23

HUMAN RESOURCES "HR"

(assist employee from start to finish and administer employee benefits)

HR Tasks	Action or Position
1. Recruit job applicants	encourage possible applicants
2. Hire the right employees	GM & Selection Team
3. Process payroll	Admin & Finance Manager
4. Conduct disciplinary actions	GM
5. Update policies (Operating or Personnel)	annually, GM and Admin & FM
6. Maintain employee records	Admin & FM
7. Conduct benefits analysis	Wage Comparability Study (every 4 yrs)
8. Provide career growth	Limited advancement opportunities
9. Offer continuing education	available
10. Training and supporting managers	available
11. Supporting health and wellness	Safety Committee, Wellness Committee

ORGANIZATIONAL STRUCTURE OF THE LOWER PLATTE SOUTH NRD



5/1/23