



LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: November 14, 2024

To: Executive Subcommittee members

From: Mike Sousek, General Manager

RE: Executive Subcommittee Meeting Minutes

The Executive Subcommittee met at 12:00PM on Thursday, November 14, 2024, at the LPSNRD office. Subcommittee members present included Dave Landis, Bob Andersen, Deb Eagan, Tom Green and Chelsea Johnson. Other directors in attendance included Ray Stevens and Susan Seacrest. Legal counsel for the district attended which included Corey Wasserburger and Torrey Gerdes. NRD staff members included Dave Potter and Mike Sousek. Kristen Hassebrook was in attendance representing Mueller Robak LLC.

The first item on the agenda was consideration of a professional service contract with Mueller Robak LLC. Kristen Hassebrook addressed the committee about the forecast for the upcoming legislative session. The yearly lobbyist contract did not increase in cost from the previous year and remained fixed at \$24,000 for the upcoming year. **It was motioned by Bob Andersen, seconded by Chelsea Johnson to recommend to the board to have the general manager sign the attached agreement with Mueller Robak LLC for lobbying services. Motion passed unanimously.**

The second item on the agenda was consideration of a professional service contract with Riley Consulting LLC. The committee was updated on the process of hiring a district engineer and the fruitless exercise those efforts realized. With the current workload and the Deadmans Run project officially underway, staff recommended bringing Tom Riley on board to represent the district in our engineered projects for review and oversight. **It was recommended by Deb Eagan, seconded by Tom Green to instruct the general manager to negotiate a professional service contract with Riley Consulting LLC for approval by the board. Motion passed unanimously. See attached a draft of a professional service contract.**

The last item on the agenda was an update on litigation. **It was motioned by Bob Andersen, seconded by Tom Green to go into closed session for the purpose of legal advice on litigation. Motion passed unanimously and the committee went into closed session starting at 12:30PM.**

It was motioned by Deb Eagan, seconded by Bob Andersen to come out of closed session. Motion passed unanimously. The committee came out of closed session at 1:43PM.

Meeting was adjourned at 1:44 PM

MJS

cc: Donna Reid, Corey Wasserburger, Dave Potter, Susan Seacrest, Ray Stevens

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, 2025 through December 31, 2025. 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, 2025. 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.... AGREEMENT BETWEEN LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT AND RILEY CONSULTING, LLC FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this XXTH day of November, 2024, between the Lower Platte South Natural Resources District (District), with principal offices at 3125 Portia St, Lincoln, NE 68521 and Riley Consulting, LLC, (“Consultant”) with principal offices at 1338 S. 202nd Street, Eagle, Nebraska 68347 for services in connection with the project known as Deadman's Run Flood Reduction Project (“Project” or “DMR”), and/or such additional services as directed by the District General Manager (GM).

Section 1: Scope of Services for Project

This scope of services outlines the general responsibilities and tasks for the Consultant (Tom Riley) to oversee the DMR for the District. Mr. Riley will report directly to the GM.

Project Management & Coordination

- **Objective:** Ensure the project is executed efficiently, aligns with the District and City of Lincoln's shared goals, and adheres to reporting requirements for the District GM.
- **General Tasks:**
 - As directed by the GM, serve as the representative for the District for DMR.
 - Collaborate with stakeholders and outside design consultants, including the GM, City of Lincoln, and Houston Engineering.
 - Participate in project meetings, ensuring clear communication and coordination of District interests to all involved parties.
 - Assist the GM in monitoring project costs.
 - Prepare and submit monthly progress reports to the GM. These reports will detail project advancement, budget updates, schedule challenges, and recommended actions to maintain progress.
 - Document project progression, actively identifying and assessing potential risks and challenges. Report these findings along with proposed corrective actions to the GM and to other stakeholders as directed.

Design Review & Technical Oversight

- **Objective:** Monitor the project's engineering designs prepared by Houston Engineering and other outside consultants so they meet the state of the practice. The goal is for the project to efficiently achieve flood reduction and other ancillary objectives while adhering to value engineering principles.
- **Tasks:**

- Provide review of submittals for all engineering designs, plans, and specifications from Houston Engineering or other outside consultants. Ensure they align with project goals.
- Review that designs comply with relevant engineering codes, industry standards, and established best practices.
- Collaborate with Houston Engineering to conduct necessary project inspections and prepare relevant recommendations and reports.
- Critically assess designs to ensure they are cost-effective and contribute to minimizing the overall project cost, aligning with the value engineering approach.

Regulatory Compliance & Permitting

- **Objective:** Monitor that consultants are adhering to applicable local, state, and federal regulations throughout the project.
- **Tasks:**
 - Review permits and environmental compliance requirements necessary for the project. This includes those mandated by the Clean Water Act, the Endangered Species Act, and other relevant regulations.
 - Maintain active and constructive relationships with regulatory agencies, including the U.S. Army Corps of Engineers and relevant state environmental agencies.

Stakeholder & Community Engagement

- **Objective:** Foster communication and build strong relationships with stakeholders to ensure project transparency for the District.
- **Tasks:**
 - As directed by the GM, serve as the representative for the District at public meetings, community forums, and other relevant events. Clearly explain the project, address any concerns raised, and promote constructive dialogue.
 - Work in close coordination with the City of Lincoln to ensure a unified and consistent approach to project messaging and public communication.

Quality Assurance & Quality Control (QA/QC)

- **Objective:** Implement rigorous quality control measures to foster project excellence and identify and mitigate potential risks.
- **Tasks:**
 - Review the accuracy of data collection procedures, hydrologic/hydraulic modeling, and ecological assessments conducted throughout the project.
 - Conduct regular field visits to evaluate project milestones and confirm that work is being executed in accordance with District expectations and approved designs and plans.
 - Submit regular QA/QC reports to the GM, highlighting areas where adjustments or improvements are necessary.
 - Consistently monitor the project schedule, ensuring deadlines for each design phase are met and recommend mitigation to address project delays.

Reporting & Documentation

- **Objective:** Maintain necessary project records for the District.
- **Tasks:**
 - Maintain records of project milestones, stakeholder interactions, and observations made during field visits.
 - Provide the GM with regular and informative monthly progress reports or more often as necessary.
 - Coordinate with District staff to compile project files that include design documents, permits, contracts, and correspondence related to the project.
 - Prepare a final project report that summarizes the project's execution, highlights key outcomes, and provides insights into lessons learned. This report will be submitted to the District General Manager.

Section 2: Compensation

Services performed shall be compensated for on a Time and Materials basis subject to the following hourly billing rates:

Thomas E. Riley	\$200.00/hr
_____	_____
Name / Title	Rate

The cost of all professional services and direct costs (e.g. travel, data services, FedEx, etc.) associated with this work will be billed on a monthly basis using a dated and numbered invoice.