



Memorandum

Date: August 21, 2026
To: Board of Directors
From: David Potter, General Manager 
RE: Executive Subcommittee August 21st Meeting Minutes

The Executive Subcommittee met at 12:00 noon on Friday, August 21, 2026, via Zoom. Subcommittee members attending included Chair Bob Andersen, Tom Green, Lisa Lewis, Christine Lamberty, Dave Landis, and John Yoakum. Others present were Corey Wasserburger-legal counsel; David Potter, Chris Barber, and Jeremy Gehle-staff; and Kristen Hassebrook-Mueller Robak. Chair Andersen called the meeting to order and reviewed the agenda.

Kristen Hassebrook, Mueller Robak LLC presented a mid-interim legislative update to the directors and staff then the subcommittee considered three action items.

- A. Consideration of Resolutions to NARD for 2026 Fall Conference [Action Item]** – Potter stated that staff and legal counsel have been working with Kristen Hassebrook, Mueller Robak LLC on possible resolutions to be forwarded to the NARD for consideration at the annual conference in late September. It was realized on Tuesday that the deadline for submitting proposed resolutions to the NARD is August 21st. One resolution would propose to allow for the aggregate amount of all payroll claims of a natural resources district to be included as one item in the district's monthly publication of expenditures. Currently, the District publishes each salary payroll and director per diems per pay period in the monthly expenditure publication. Pay periods are every two weeks and in some months, there are three payroll expenditures. Consolidating these expenditures would reduce the cost of each publication substantially. According to statute, natural resources districts are one of the few, if not the only, governmental agency required to publish each expenditure item individually. The other resolution would propose to grant bonding authority to the natural resources districts for flood control and water enhancement projects. Currently there are no NRDs that have this authority. PMRNRD did have this authority as a NRD with a metropolitan class city but that authority has since expired. The district has potential projects being discussed and planned associated with Salt Creek Flood Resiliency Project and bonding authority would be another tool for LPSNRD to use to finance these projects. Staff have discussed the bonding authority with other NRDs and many of them would consider using such authority if given the option. Kristen Hassebrook presented more information on the resolutions and her conversations about them with a few senators. The subcommittee discussed the resolutions in detail.

It was moved by Landis, seconded by Lamberty, and approved 6-0 by the Subcommittee to recommend the Board of Directors endorse the Resolution pertaining to payroll expenditure and salary publication requirements, and ratify the submission of said Resolution to the NARD to be considered at the 2026 fall conference.

It was moved by Yoakum, seconded by Green, and approved 5-1 by the Subcommittee (with Landis voting no) to recommend the Board of Directors endorse the Resolution pertaining to bonding authority for flood control and water enhancement projects, and ratify the submission of said Resolution to the NARD to be considered at the 2026 fall conference.

- B. Consideration of a Professional Services Contract with Mueller Robak LLC [Action Item]** – The District received a proposed two-year contract from Mueller Robak for lobbying services. Potter stated the firm has assisted the District with various bills in the legislature and has provided updates on legislative action and activities to the Board. The proposed contract is for an amount of \$26,000 per year, which is the same contract amount approved by the Board in July 2026. The difference from last year's contract is that the proposed contract is for two years (January 1, 2027, through December 31, 2028) instead of one.

It was moved by Landis, seconded by Lewis, and approved 6-0 by the Subcommittee to recommend the Board of Directors authorize the General Manager to sign the 2027-2028 Professional Services Contract with Mueller Robak LLC .

- C. Consideration of bids for the 2180 Arbor Road Site Preparation Project [Action Item]** – Potter provided background on the property. The District closed on the purchase of the 11.09-acre tract of land at 2180 Arbor Road on July 1, 2024. The property consisted of a house with attached garage, barn, fencing, water well, septic system, and numerous trees. The house and attached garage were declared surplus, sold in September 2024, and removed from the property in late October 2025. Over the last couple years there have also been some various clean ups with fencing removed, water well disconnected, and row crop ground sowed into oats and grass, mowing, and large trees removed southwest of the barn. In late June 2025, the District also approved a three-year right-of-entry access easement with the City of Lincoln for a temporary drive to be located across the NRD property to the city's multi-purpose field and parking. The District and the City of Lincoln Parks Department are both currently under separate contracts with JEO Consulting Group for preliminary site design and working towards a possible common access. The NRD is looking at preliminary buildings and site design for a new District office building and campus. Lincoln Parks is under contract for design of Cornhusker Bank Park to be located east of the NRD property.

The NRD property at 2180 Arbor Road is now ready for further clean up and site preparation. The District issued a Request for Bid for site preparation work at 2180 Arbor Road, Lincoln (Lancaster County). The scope of work included demolition and off-site disposal of an existing basement foundation and attached garage slab, excavation and compaction of the resulting basement void, pumping and decommissioning of an existing septic tank in accordance with Lancaster County and State of Nebraska requirements, removal of approximately 75 trees (excluding those marked with red flagging) including stump and root ball grinding, and rough grading of the site to match surrounding contours. The selected contractor will be responsible for all required permits, utility locating, materials, equipment, and debris disposal. Bid proposals were due August 19, 2026, at 12:00 noon. The District received four bids ranging from \$23,473 to \$106,850. The lowest responsive and responsible bid for the site preparation project was from Gana Trucking and Excavating Inc. for \$23,473.00. Expected completion date of the site preparation is September 11, 2026.

Contractor	Bid Amount
Gana Trucking & Excavating, Inc. (low bid)	\$23,473.00
Tim Sisco Construction, LLC	\$31,500.00
Yost Excavating, Inc.	\$34,250.00
MC Wells Contracting, LLC	\$106,850.00

Staff answered questions of the subcommittee on the need and timing of the clean up.

It was moved by Yoakum, seconded by Landis, and approved 6-0 by the Subcommittee to recommend the Board of Directors approve the low bid from Gana Trucking and Excavating, Inc. for the 2180 Arbor Road Site Preparation Project at a cost not to exceed \$23,473 and authorize the General Manager to sign the agreement subject to receipt of the required performance bond and proof of insurance.

There being no further business, Andersen adjourned the meeting at 12:42 p.m.

Encl.

ec: file

Payroll Expenditure and Salary Publication Requirements for Natural Resources Districts

Submitted by: Lower Platte South Natural Resources District

WHEREAS, Nebraska's natural resources districts are political subdivisions of the State of Nebraska and are required pursuant to Neb. Rev. Stat. § 2-3220 to publish each month a detailed list of all expenditures of the district for the preceding month; and

WHEREAS, Nebraska law provides a different method for counties, cities, and villages to report payroll expenditures by allowing the aggregate amount of all payroll claims to be included as one item in the publication of claims; and

WHEREAS, allowing natural resources districts to utilize the same payroll publication method as counties, cities, and villages would promote consistency among Nebraska political subdivisions, reduce unnecessary administrative and publication burdens, and continue to provide taxpayers with meaningful information regarding both total payroll expenditures and employee compensation; and

WHEREAS, such a change would not affect the requirement under Neb. Rev. Stat. § 2-3220 that the books and records of a natural resources district remain open to public inspection during reasonable business hours.

NOW, THEREFORE, BE IT RESOLVED, that the Nebraska Association of Resources Districts supports legislation amending Neb. Rev. Stat. § 2-3220 to provide that the aggregate amount of all payroll claims of a natural resources district may be included as one item in the district's monthly publication of expenditures; and

BE IT FURTHER RESOLVED, that such legislation provide that, between July 15 and August 15 of each year, a natural resources district shall publish employee job titles and the current annual, monthly, or hourly salaries corresponding to such job titles, with each published job title being descriptive and indicative of the duties and functions of the position, consistent with the publication requirements applicable to counties, cities, and villages under Neb. Rev. Stat. §§ 23-122 and 19-1102.

Bonding Authority for Flood Control and Water Enhancement Projects

Submitted by Lower Platte South Natural Resources District

WHEREAS, Natural Resources Districts are responsible for the development and implementation of projects to protect lives and property from flooding, improve water quality, enhance Nebraska's water resources, and manage the state's natural resources; and

WHEREAS, flood control and water enhancement projects frequently require significant capital expenditures for engineering, design, rights-of-way acquisition, and construction; and

WHEREAS, requiring Natural Resources Districts to accumulate sufficient funds before beginning large capital projects can delay construction, increase project costs as inflation rises year-to-year, delay realization of project benefits, and require greater short-term property tax collections; and

WHEREAS, bonding authority allows the costs of long-lived capital projects to be financed over time, provides Natural Resources Districts greater flexibility to respond to project opportunities and funding partnerships, aligns the timeframe in which taxpayers realize the benefits of a project with the timeframe in which taxpayers pay for a project, and can reduce the annual property tax burden necessary to complete major projects; and

WHEREAS, Nebraska Revised Statutes §§ 2-3226.10 through 2-3226.14 previously authorized a Natural Resources District encompassing a city of the metropolitan class to issue Flood Protection and Water Quality Enhancement Bonds for qualified projects, subject to limitations, board approval requirements, and other taxpayer protections; and

WHEREAS, providing similar authority to all Natural Resources Districts would give locally elected boards an additional financing option that would also provide benefits to taxpayers;

NOW, THEREFORE, BE IT RESOLVED that the Nebraska Association of Resources Districts supports legislation authorizing all Nebraska Natural Resources Districts to issue bonds for qualified flood control, water quality, and water enhancement projects, including costs associated with project planning, design, rights-of-way acquisition, and construction, subject to appropriate limitations, board approval requirements, voter approval requirements, and other safeguards substantially consistent with the framework previously provided in Nebraska Revised Statutes §§ 2-3226.10 through 2-3226.14.

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, 2027 through December 31, 2028. 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 annual fee of \$26,000.00 for providing services under this Contract. Such fee shall be payable annually on January 15 of each year. 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: _____
KRISTEN J. HASSEBROOK

Title: _____

Title: Partner

Date: _____

Date: _____

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

REQUEST FOR BID

COPY

Project Name: 2180 Arbor Road Site Preparation

Project Location: 2180 Arbor Road, Lincoln, Lancaster County, Nebraska.

Project Description & Scope: The project consists of the demolition, removal, and disposal of an existing basement foundation, the decommissioning and removal of an existing septic tank, site grading, and tree removal at the property located at 2180 Arbor Road, Lincoln, Nebraska that encompasses approximately 11 acres.

- Demolition and removal of the existing basement foundation walls and floor slab (approx. 30' x 30'), concrete garage slab (approx. 30' x 30'), which includes disposal of all concrete, masonry, and associated debris off-site.
- Excavation, backfill, and compaction of the resulting basement void.
- Pumping, decommissioning, and removal of the existing approximately septic tank in accordance with all applicable Lancaster County and State of Nebraska code requirements, including any required permits, inspections, and disposal of tank contents and materials.
- Removal of approximately 75 trees from the site, including grinding or pulling of stumps and root balls. Trees marked with red flagging are not to be removed.
- Rough grading of the site to match the surrounding existing contours.
- Removal and legal disposal of all resulting debris, including demolition debris, septic tank materials, and tree/stump debris. All debris removal and disposal is the sole responsibility of the Contractor.
- The barn at the site is to remain, and no work is to be conducted on the barn.

The site is expected to be balanced by on-site material following excavation and grading; no import fill material is anticipated to be required. The selected bidder shall furnish all necessary materials, equipment, transportation, labor, permits, and incidentals required to complete the project per the Contract Documents.

**Bid Proposals
Received By:**

Bid proposals shall be mailed or delivered to the Lower Platte South Natural Resources District.

*TO: Lower Platte South NRD
3125 Portia Street
P.O. Box 83581
Lincoln, NE 68521
RE: 2180 Arbor Road Site Preparation*

Proposal Deadline: August 19, 2026, 12:00 noon local time.

Completion Deadline: September 14, 2026, noon local time.

Questions: Lower Platte South NRD – (402) 476-2729

Bid proposals must be submitted along with a performance bond in an amount equal to five (5) percent of the accompanied bid.

The bidder shall include with its bid proposal an estimated start date and completion date for all work on the project. Construction can start immediately upon executing the contract with the Owner.

The Contractor shall be responsible for obtaining all permits required for the work, including any septic system decommissioning permit required by Lancaster County, and for coordinating utility locations (Nebraska811) prior to the start of any excavation.

The Owner reserves the right to waive informalities and irregularities and to make awards on bids which furnish the materials and construction that will, in their opinion, serve the best interests of the Owner, and also reserves the right to reject any and/or all bids.

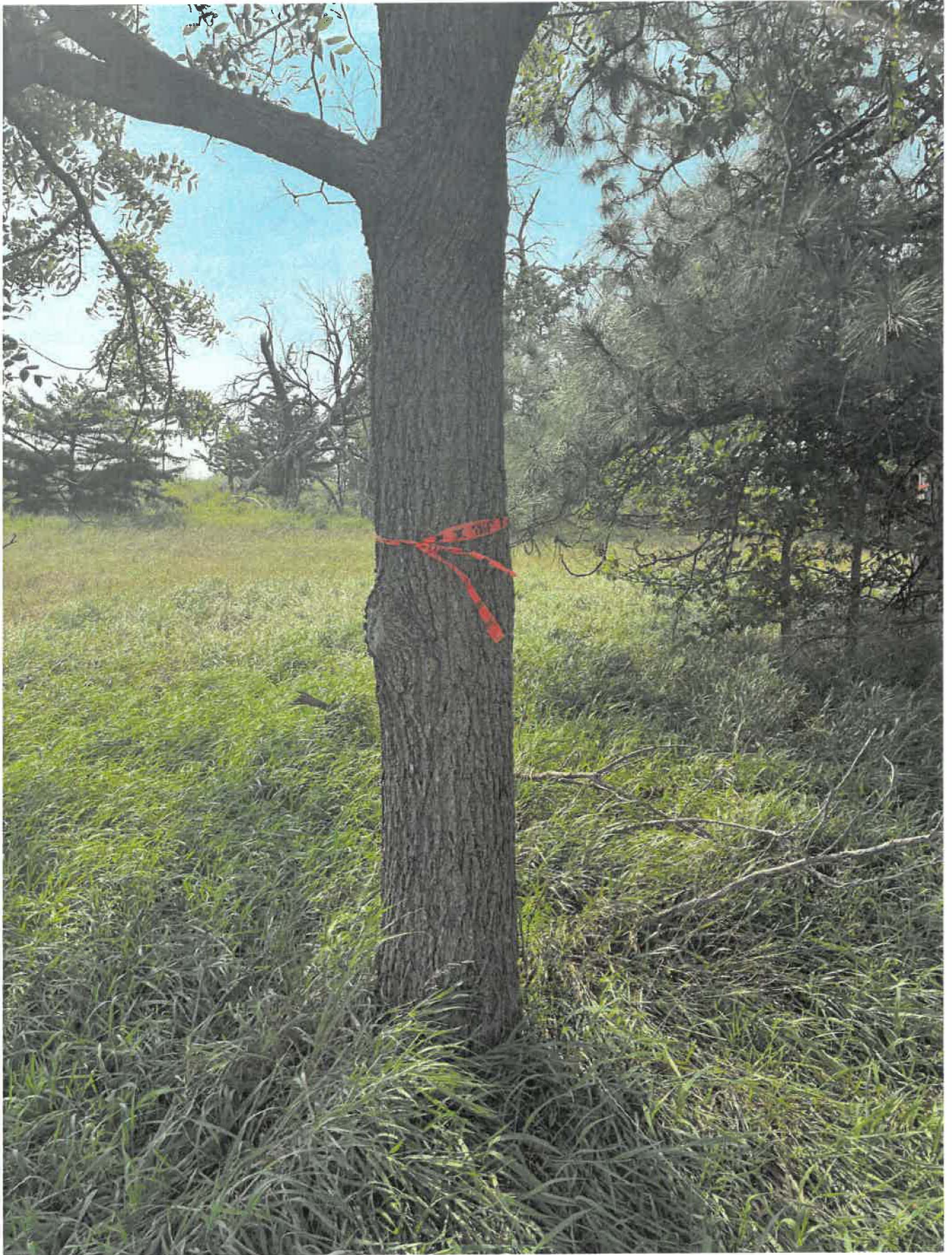
Lower Platte South NRD is an Equal Opportunity Employer.

Project Location Map









COPY



2200 West Panama Rd. Martell, NE 68404 Phone (402) 794-5000 Fax (402) 794-5002

Date: 08/19/2026

Bid to: Lower Platte South NRD

Attn: Jeremy Gehle

Project: 2180 Arbor Road Site Preparation

Scope: Site Preparation

Addenda Acknowledged:

Gana Trucking and Excavating, Inc. proposes to provide the following for the project stated above.

- 1 Mobilize equipment to site
- 2 Demolition, removal & disposal of existing basement foundation walls, footings & floor slab
- 3 Demolition, removal & disposal of existing garage floor slab and footings
- 4 Pump remains of existing septic tank & dispose of contents; remove tank and dispose of legally
- 5 Remove approximately 75 trees from site, burn onsite and bury remains in area dictated by owner
- 6 Backfill voids as a result of the basement & garage foundation & slab demolitions with material obtained from onsite
- 7 Grade tree removal areas to match into surrounding grades

Anticipated start date: September 1, 2026

Anticipated completion date: September 11th

Total Bid

\$23,473.00

Notes:

- 1 Overexcavation & removal / replacement of unsuitable materials is Not Included
- 2 Asbestos inspections, removals and NESHAP notifications are Not Included
- 3 ***Performance & payment bond Is Included***

**Respectfully Submitted,
Gana Trucking and Excavating, Inc.**

A handwritten signature in blue ink, appearing to read "Tim Lempka", is written over a horizontal line.

Tim Lempka

Accepted By:

Name

Date