



**LOWER PLATTE SOUTH**  
natural resources district

3125 Portia Street | P.O. Box 83581 • Lincoln, Nebraska 68501-3581  
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Agenda Item #7

## Memorandum

**Date:** August 7, 2025

**To:** Board of Directors

**From:** David Potter, Assistant General Manager 

**RE:** Executive Subcommittee August 6<sup>th</sup> Meeting Minutes

The Executive Subcommittee met at 5:30 p.m. on Wednesday, August 6, 2025, at the NRD office to act on one item and discuss three others. Subcommittee members present included Chair Bob Andersen, Tom Green, Lisa Lewis, Dave Landis, and John Yoakum. Members absent included Christine Lamberty. Others present included Corey Wasserburger and David Potter. Chair Andersen called the meeting to order, gave a brief welcome and moved into the agenda items.

**Discussion on staff retirement and hiring process [No Action]** –Potter reminded the subcommittee of Dick Ehrman’s retirement on October 1<sup>st</sup> and identified two replacement process options being considered for the Water Resources position. One option is advertising for the position. The other option would be promotion of an internal candidate. The subcommittee discussed the options and verified the responsibilities and full authority granted to the assistant general manager while serving as the interim general manager.

**Discussion on homeless camps on NRD property [No Action]** –Potter informed the subcommittee of our continued issue with homeless camps on our NRD properties in Lincoln, specifically the areas along Salt and Oak Creeks. The District has signs posted for no trespassing and we will continue to replace these when they are disturbed. LPSNRD continues to get complaints from adjacent property owners. The District works with Lincoln Police and clean-up companies to remove the camps when needed. LPD responds to the reported calls and gives them a 24-hr period to get things removed from the property before issuing them a citation. The subcommittee discussed the matter and recommended placement of appropriate signage and continuing with the same process for now.

**Consideration of a Letter of Engagement with Corey Wasserburger and Johnson Flodman Guenzel & Wasserburger [Action]** – Andersen led a discussion on the need to update the current agreement for legal services. The proposed engagement agreement has updated fees, the Firm’s current name, and a provision for other attorneys from the Firm (in Corey’s absence) to represent the District. The subcommittee discussed the need to continue such services.

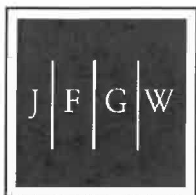
**It was moved by Landis, seconded by Lewis, and unanimously approved by the Subcommittee to recommend the Board of Directors approve the Legal Services Engagement Agreement with Johnson Flodman Guenzel & Wasserburger, LLP.**

**Discussion on LPSNRD General Manager vacancy and process [No Action]** –Potter was not in attendance for this item. Andersen led a discussion on filling the general manager position. Wasserburger offered legal guidance. The subcommittee discussed the possible options of hiring the next general manager. One option would be to appoint a selection committee, solicit applications, conduct interviews and also to hire an HR firm to assist the District in the search. The second option would be the promotion of an internal candidate. There was no motion or recommendation by the subcommittee. The two options will be presented to the Board at the August 20<sup>th</sup> meeting for consideration.

There being no further business, Andersen adjourned the meeting at approximately 7:45 p.m.

Encl.

ec: file



# JOHNSON FLODMAN GUENZEL & WASSERBURGER LLP

ATTORNEYS AT LAW

Steven J. Flodman  
Steven E. Guenzel  
Stefanie S. Flodman  
Cameron E. Guenzel  
Corey J. Wasserburger  
Morgan C.H. Kristensen

*Of Counsel*  
Kile W. Johnson

Robert A. Barlow (1921-1986)  
Steven G. Seglin (1941-2024)

## LEGAL SERVICES ENGAGEMENT AGREEMENT

This Legal Services Engagement Agreement (“**Agreement**”) is made and entered into by and between Johnson Flodman Guenzel & Wasserburger, LLP (“**Firm**”) and the Lower Platte South Natural Resources District (“**District**”), a political subdivision of the State of Nebraska (collectively referred to as the “**Parties**”).

### I. Scope of Representation

Under this Agreement, the Firm will serve as General Counsel for the District with representation to include all matters involving legal advice and/or representation to the District, including litigation and appeals, unless otherwise agreed to by the Parties. It may be necessary in the future to further describe the scope of certain advice and/or representation in writing. The Firm will represent the District’s interests. The Firm will not represent the individual interests of any board member of the District or any employee of the District, unless such individual was acting on behalf of the District and then only with the District’s consent. The Agreement sets forth the terms and conditions between the Firm and the District that govern any legal matter or representation by the Firm to the District and is made effective August 21, 2025 (“**Effective Date**”).

The Firm’s objective is to provide high quality legal services to our clients at a fair and reasonable cost. The attorney-client relationship is one of mutual trust and confidence. If any board member of the District has any questions at all concerning the terms of this Agreement, or the Firm’s ongoing handling of a legal matter, the Firm invites such inquires.

Corey Wasserburger will be the attorney primarily responsible for representing the District. From time to time, other attorneys from the Firm may be needed in such representation.

The Firm represents and warrants, and covenants that (i) it has all rights and authority necessary to perform its obligations hereunder, (ii) it will comply with all applicable laws, (iii) its performance under the Agreement does not and will not violate or cause a breach of conditions or any other agreement to which it is or becomes a party, and (iv) it will deliver and perform all services in a professional and workmanlike manner in accordance with standards generally applicable to such

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professional services. The Firm, however; cannot guarantee the District any specific outcome of any matter handled by the Firm for the District.

## **II. Fees**

The Firm charges for the time devoted to a client's representation in increments of 1/10<sup>th</sup> hour. This includes time from the opening of a new file, conducting needed fact investigations and legal research, reviewing, drafting and finalizing correspondence, contracts, pleadings and other documents, conferring personally or by telephone, participating in intra-office case review and/or strategy conferences, "waiting in court" and other time required to handle the case.

Travel time is charged only if directly related, and only to the extent that the in-transit time otherwise cannot be gainfully employed on other work or representation.

The Firm's fees will be as follows:

<u>Members of Firm</u>	<u>Hourly Rate</u>
Corey Wasserburger	\$275.00
Other Attorneys, if needed	\$250.00
Law Clerks	\$150.00
Legal Assistants	\$100.00

In lieu of the regular hourly rates set forth above, the Firm will charge a fee of \$350.00 for the first two hours of time for the time of the attorney who attends each board meeting, and then an additional fee based on the attorney's regular hourly rate if the board meeting continues for more than two hours. If more than one member of the Firm attends a board meeting, the District will only be billed for one individual's time, as provided in this paragraph. Mr. Wasserburger will attend subcommittee meetings only if requested by the General Manager or the Chair of the District. If more than one member of the Firm attends a subcommittee meeting, the District will be charged only for one individual's time.

In addition to the payment of the Firm's fees, payment of all routine out-of-pocket costs and incidental expenses incurred in connection with your legal representation is required. Such costs and expenses will, for example, but without limitation, include filing fees, copying costs, printing costs, travel expenses, transcript costs, binding costs, mailing costs, courier services, court filing and recording fees, witness fees and expenses, staff overtime, and other similar costs incident to the representation. Major expenses, such expert

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witness fees, should they be required, will be incurred after notice and consultation with you.

We will provide a monthly invoice reflecting amounts due for services rendered and costs incurred. In some cases, billing for expenses may be delayed 30 days due to the time it takes for Firm to receive a vendor's billing statements. Such costs will therefore appear in subsequent invoices. Payment of invoices is due on receipt, with an allowance of a maximum payment cycle of 30 days. Questions about any billing statement must be made within 45 days of the billing statement in order that adjustments may be addressed in a timely and orderly matter.

### **III. Notices**

All notices will be in writing and delivered by email or mail, first class postage prepaid, or send by facsimile with confirmation of transmission, to the recipients as set forth below:

General Manager  
Lower Platte South  
Natural Resources District  
3125 Portia St  
PO Box 83581  
Lincoln, NE 68501-3581  
Fax: 402-476-6454

Corey J. Wasserburger  
Johnson Flodman Guenzel &  
Wasserburger, LLP  
1227 Lincoln Mall  
Lincoln, NE 68508-2847  
Phone: 402-475-4240  
Fax: 402-475-4240  
cwasserburger@johnsonflodman.com

### **IV. Term**

The term of this Agreement begins on the Effective Date and continues indefinitely unless otherwise terminated by either Party. Termination by the District shall be effective upon written receipt thereof by the Firm. Termination by the Firm shall be effective upon 60 days prior written notice to the District. Notwithstanding any termination of this Agreement, the terms herein will continue to apply to any representation provided by Firm for the duration of the time required to complete any work.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

**ACCEPTED AND AGREED TO:**

JOHNSON FLODMAN GUENZEL & WASSERBURGER, LLP

BY: \_\_\_\_\_  
Corey Wasserburger, Partner

**ACCEPTED AND AGREED TO:**

LOWER PLATE SOUTH NATRUAL RESOURCES DISTRICT

BY: \_\_\_\_\_  
David Potter, Assistant General Manager