



LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: July 10, 2025

To: Board of Directors

From: David Potter, Assistant General Manager 

RE: Executive Subcommittee July 9th Meeting Minutes

The Executive Subcommittee met at 12:00 p.m. via Zoom on Wednesday, July 9, 2025, to take action on two items and discuss another. Subcommittee members present included Chair Bob Andersen, Tom Green, Lisa Lewis, Christine Lamberty, Dave Landis, and John Yoakum. Others present included Corey Wasserburger, David Potter, and Kristen Hassebrook with Mueller Robak. Chair Andersen called the meeting to order, gave a brief welcome and moved into the agenda items.

Consideration of a Representation Agreement with Water Strategies [Action] – Potter informed the subcommittee the District received the proposed two-year agreement from PMRNRD. The representation agreement is between LPNNRD, LPSNRD, and PMRNRD, and Water Strategies. Based in Washington DC, Water Strategies serves the three Lower Platte NRDs at a national level and advocates on our behalf on federal legislation, regulatory developments, and various water-related issues, and informs Congress, USACE, and other federal agencies of the NRDs' needs and concerns. PMRNRD has been and will continue to be the lead NRD in the agreement for billing purposes.

It was moved by Landis, seconded by Lewis, and unanimously approved by the Subcommittee to recommend the Board of Directors authorize the Assistant General Manager to sign the Representation Agreement with Water Strategies, Lower Platte North NRD, and Papio-Missouri River NRD.

Consideration of a Professional Services Contract with Mueller Robak LLC [Action] – Potter stated the District received the proposed contract from Mueller Robak back in mid-June. The firm is proposing a \$26,000 amount for 2026 which is a \$2,000 increase from 2025. Kristen Hassebrook highlighted some of the legislative activities Mueller Robak has done and is currently pursuing for the District. Discussion followed.

It was moved by Green, seconded by Yoakum, and unanimously approved by the Subcommittee to recommend the Board of Directors authorize the Assistant General Manager to sign the 2026 Professional Services Contract with Mueller Robak LLC.

Potter then informed the subcommittee on the 2025 Statement of Activity and the email received from Mueller Robak. Kristen Hassebrook discussed the 2025 statement and necessary filing of such statement with the Clerk of the Legislature. The subcommittee gave the authorization for Mueller Robak to file the 2025 statement with no corrections or additions.

Discussion on Interlocal Cooperation Agreement with LPNNRD for shared personnel services [No Action] – Potter shared information on the various interlocal agreements the District has with adjacent NRDs for shared personnel services in the county NRCS field offices. The agreement with LPNNRD is for a secretary and technician in

the Wahoo NRCS field office and a secretary in the David City NRCS field office. The secretary position in the Wahoo office is now a shared position with the Fremont NRCS field office, therefore LPSNRD will now be paying for a percentage of salary for a 20 hr per week position. There is no change necessary to the interlocal agreement. The proposed FY26 budget includes this change and cost-of-living increases for all the shared positions.

There being no further business, Andersen adjourned the meeting at approximately 12:40 p.m.

Encl.

ec: file

REPRESENTATION AGREEMENT

This representation agreement is among Lower Platte North Natural Resources District, Lower Platte South Natural Resources District, and Papio-Missouri River Natural Resources District, three Nebraska natural resources districts (together, the "LOWER PLATTE NRDs"), and WATER STRATEGIES, a District of Columbia limited liability company ("WATER STRATEGIES").

The LOWER PLATTE NRDs are local government entities with responsibilities to protect Nebraska's natural resources. The LOWER PLATTE NRDs are interested in furthering and supporting water development projects and improving their interactions with the U.S. Army Corps of Engineers (Army Corps).

WATER STRATEGIES is qualified and experienced in managing, promoting, tracking, and advocating for federal legislation and agency programming solutions on water-related issues involving the U.S. Congress, the Army Corps, other federal agencies, and organizations that work in western water.

It is in the best interests of all three LOWER PLATTE NRDs to share in the costs and combine their efforts of advocating for federal legislation on water-related issues.

This agreement is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827) and whenever possible, this agreement shall be constructed in conformity therewith.

The parties therefore agree as follows:

1. **SCOPE OF SERVICES.** WATER STRATEGIES shall advocate on behalf of the LOWER PLATTE NRDs with federal agencies and Congress during the term of this agreement. Duties will include the following:
 - a. *Federal Advocacy.* Meeting on behalf of the LOWER PLATTE NRDs with federal agency leadership in Washington, DC; and meeting on behalf of the LOWER PLATTE NRDs with key members of Congress and committee staff in Washington, DC.
 - b. *Bill Tracking.* Monitoring and reporting to the LOWER PLATTE NRDs on proposed relevant water legislation and regulatory developments.
 - c. *Communications.* Informing Congress and the Army Corps about the LOWER PLATTE NRDs' work, positions, needs, and concerns; strengthening the current working relationship between the LOWER PLATTE NRDs and the Army Corps; and drafting and delivering letters and briefing materials to Congress, federal agencies, and other organizations as needed.
 - d. *Reporting.* Providing a monthly report to the LOWER PLATTE NRDs.

2. **LEAD NRD.** The LOWER PLATTE NRDs will designate in writing to Water Strategies a Lead NRD who will be responsible for administration of this agreement on behalf of the LOWER PLATTE NRDs. The Lead NRD will make monthly payments to Water Strategies and receive reimbursement from the other two LOWER PLATTE NRDs. It is expressly agreed to as between the LOWER PLATTE NRDs that they shall share equally in all payments associated with this agreement unless agreed to otherwise in writing hereafter. Reimbursements to the Lead NRD shall be made by the other two LOWER PLATTE NRDs on or before the next billing period.
3. **PAYMENT FOR SERVICES.** For and in consideration of the services to be provided by WATER STRATEGIES, the LOWER PLATTE NRDs shall pay WATER STRATEGIES as follows:
- a. A monthly retainer fee shall be rendered by the LOWER PLATTE NRDs on or before the 15th of each month according to the following schedule:
 - \$7,200.00 from August 1, 2025, to July 31, 2026;
 - \$7,500.00 from August 1, 2026, to July 31, 2027;
 - b. Reimbursement, preapproved by the Lead NRD, of necessary expenses at actual cost, including, but not limited to: document production, overnight delivery, courier services, business meals, and out-of-town travel. In-town travel will not be billed for, with the exception of those expenses required to accompany LOWER PLATTE NRDs members. Provided, however, that preapproval shall not be necessary for expenses totaling less than \$150.00 during a billing period.
4. **TERM OF AGREEMENT.** The term of this agreement is the period beginning on August 1, 2025, and ending on July 31, 2027. This agreement automatically extends on a month-to-month basis after July 31, 2027, unless the LOWER PLATTE NRDs or WATER STRATEGIES provides 30 days advance written notice to the non-canceling party of intent to cancel or modify this agreement. On termination, WATER STRATEGIES will be paid for all authorized work and authorized expenses incurred up to the termination date.
5. **STATUS OF PARTIES.** This agreement does not constitute a principal and agent relationship, an employment contract, or a joint venture between the parties. The status of WATER STRATEGIES as to this agreement is that of an independent contractor. The LOWER PLATTE NRDs shall not be responsible for withholding taxes with respect to the WATER STRATEGIES' compensation. The Lead NRD will provide an IRS Form 1099 to Water Strategies each January.
6. **CANCELLATION OF AGREEMENT.** Each of the parties, the LOWER PLATTE NRDs and WATER STRATEGIES, may cancel this agreement at any time and for any reason by giving thirty day's written notice of the cancellation. At their sole discretion, the LOWER PLATTE NRDs will determine whether to require that WATER STRATEGIES perform its services for the LOWER PLATTE NRDs during the notice period. If the LOWER PLATTE NRDs require WATER STRATEGIES to perform services during the notice period, WATER STRATEGIES will receive full compensation for the duration of the notice period.

7. **COMPLIANCE WITH FEDERAL LAW.** WATER STRATEGIES agrees to comply with registration, reporting, recusal, and other requirements of federal or other applicable laws arising from the performance of this agreement.
8. **COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA.** The LOWER PLATTE NRDs agree to comply with the requirements of the State of Nebraska or other applicable laws arising from the performance of this agreement.
9. **LIMITATION OF LIABILITY.** WATER STRATEGIES agrees, to the fullest extent permitted by law, to not seek damages, liabilities, and costs where recoverable by law from the LOWER PLATTE NRDs, their officers and employees, but only to the extent to which the damages, liabilities, or costs are caused by an act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of WATER STRATEGIES in the performance of services under this agreement.

The LOWER PLATTE NRDs agree, to the fullest extent permitted by law, to not seek damages, liabilities, and costs where recoverable by law from WATER STRATEGIES, its employees and subcontractors, but only to the extent to which the damages, liabilities, or costs are caused by an act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the LOWER PLATTE NRDs in the performance of this agreement.

10. **WAIVER.** No waiver of satisfaction of a condition or failure to comply with an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.
11. **SEVERABILITY.** The provisions of this agreement are severable. In the event that any provision of this agreement is found to be legally unenforceable, the unenforceability of such a provision shall not prevent enforcement of any other provision of this agreement.
12. **SUCCESSORS AND ASSIGNS.** Neither the LOWER PLATTE NRDs nor WATER STRATEGIES will assign or delegate any part of the their rights or responsibilities under this agreement unless the other party agrees in advance in writing to the assignment or delegation. In the event of dissolution of all of the LOWER PLATTE NRDs, this agreement will terminate. In the event of any merger, consolidation, or reorganization involving any of the LOWER PLATTE NRDs, this agreement becomes an obligation of any legal successor or successors to the said LOWER PLATTE NRDs.
13. **NOTICE.** Any notice required under this agreement shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed to the respective party at its then principal place of business.

If such notice is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice is given by mail, such notice shall be conclusively deemed given five business days after deposit in the United States mail addressed to the

party to whom such notice is to be given as follows:

WATER STRATEGIES: Kris Polly
President
Water Strategies LLC
4 "E" Street, Southeast
Washington, DC 20003

LOWER PLATTE NRDs: John Winkler
General Manager
Papio-Missouri River Natural Resources District
8901 S. 154th Street
Omaha, NE 68138

The parties may change their respective addresses and to whom notice shall be given for purposes of this paragraph by written notice given in the manner provided above.

- 14. GOVERNING LAW.** The laws of the State of Nebraska, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of agreement.
- 15. COMPLETE AGREEMENT.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement this and supersedes all other agreements, whether written or oral, between the parties.
- 16. EFFECTIVENESS; DATE.** This agreement will become effective when the parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).
- 17. DUPLICATE COUNTERPARTS / AUTHORITY TO EXECUTE.** This agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall constitute one and the same instrument. This agreement is hereby approved and executed by the following parties on the dates shown below. The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities to execute this agreement and to legally bind their respective entities as set forth in this agreement.

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

BY: _____

PRINT NAME & TITLE: _____

DATE: _____

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: _____

PRINT NAME & TITLE: _____

DATE: _____

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY: _____

PRINT NAME & TITLE: _____

DATE: _____

WATER STRATEGIES LLC

BY: _____

PRINT NAME & TITLE: _____

DATE: _____

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, 2026 through December 31, 2026. 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 \$26,000.00 for providing services under this Contract. Such fee shall be payable on January 15, 2026. 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: 6/10/2025