



LOWER PLATTE SOUTH natural resources district

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Memorandum

Date: April 29, 2019
To: Each Director
From: Paul D. Zillig, General Manager
Subject: Executive Subcommittee Meeting Minutes

The Executive Subcommittee met at 5:30 pm on Thursday, April 25, 2019 at the NRD Office in Lincoln. Subcommittee members present included Larry Ruth, Deborah Eagan, Milt Schmidt, Dan Steinkruger, Bruce Johnson, and Ray Stevens. Others present included David Potter, and myself.

Chair Ruth called the meeting to order and reviewed the proposed agenda items. It was discussed that Steve Seglin has withdrawn from the Crosby Guenzel LLP and will be joining the Johnson Flodman Guenzel and Widger firm effective April 29, 2019. The Subcommittee reviewed a proposed engagement letter for future legal counsel by Seglin. The Subcommittee discussed the length of term for the agreement and the need to add a termination provision. The final proposed engagement letter is attached.

It was moved by Steinkruger, seconded by Stevens, and unanimously approved by the Subcommittee to **recommend: (1) pursuant to Operating Policy A-2, that the Board finds that the LPSNRD needs continuous legal representation in a timely and uninterrupted manner by Steve Seglin, and that Operating Policy G-3 Procedure for Hiring Consultants should be suspended for this subject matter to avoid a hardship for the District and to take prudent and reasonable action given the circumstances; and (2) that the Board approves the proposed Engagement Letter with Johnson Flodman Guenzel and Widger for legal representation for a period commencing May 16, 2019, and ending April 30, 2020.**

It was further discussed that the LPSNRD needs legal representation to commence when Steve Seglin leaves Crosby Guenzel LLP, and that the Subcommittee supports General Manager Zillig using his authority to hire legal representation not to exceed \$5,000 on a short term basis.

The final agenda item was to consider a request from the Finance & Planning Subcommittee to change the date of the July Board Meeting from Wednesday, July 17th to Wednesday, July 24th. The main reason for this proposed change would be to allow additional time between receiving the end of the Fiscal Year financials (approximately July 8th) and preparing Draft 2 of the Budget. It was moved by Stevens, seconded by Eagan, and unanimously approved by the Subcommittee to

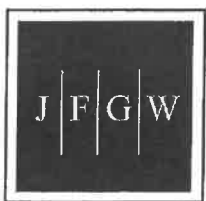


recommend the Board of Directors move the July Board Meeting to Wednesday, July 24, 2019 at 7:00 pm.

There being no further business the meeting adjourned at 6:50 pm.

PDZ/pz

pc: Steve Seglin



JOHNSON FLODMAN
GUENZEL & WIDGER

ATTORNEYS AT LAW

Kile W. Johnson
Steven J. Flodman
Steven E. Guenzel
Abbie J. Widger
Stefanie S. Flodman
Cameron E. Guenzel
Corey J. Wasserburger
Melanie A. Kirk
Morgan C.H. Kristensen

Robert A. Barlow
(1921-1986)

April 29, 2019

Paul Zillig
General Manager
Lower Platte South Natural Resources District

Re: Engagement Letter

Dear Paul:

Johnson, Flodman, Guenzel & Widger (the Firm) is pleased that you have chosen our law firm to serve as General Counsel for the Lower Platte South Natural Resources District (the District). The Firm's representation will include all matters we are called upon to give legal advice and/or representation from the period of May 15, 2019 through April 30, 2020.

The Firm charges for the time devoted to a client's representation. 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.

Steve Seglin will be the principal lawyer involved with representation of the District and Corey Wasserburger will assist him in the representation.

The Firm's fees will be as follows:

| <u>Attorney</u> | <u>Hourly Rate</u> |
|--------------------------------|--------------------|
| Steve Seglin | \$250 |
| Corey Wasserburger | \$230 |
| Other Lawyers, if needed | \$195-\$230 |
| Law Clerk and Legal Assistants | \$85 |

Mr. Seglin or Mr. Wasserburger will attend all board meetings. The Firm will charge \$300 for the first two hours of each board meeting, and then the attorney's regular hourly charge if the meeting continues for more than two hours. If two attorneys from the Firm attend a board meeting, the District will only be billed for the primary attorney's time, as provided in this paragraph.

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, long distance voice/fax telephone charges, 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 as deposition costs and expert 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 is delayed 30 days due to the time it takes for us 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.

Either the Firm or the District may cancel the terms of this engagement letter and terminate the Firm's representation of the District after sending written notice to the other at least thirty days in advance of the effective date of such cancellation and termination.

If the above terms meet with your approval, please sign and date the enclosed copy of this letter where indicated below and return it to us. If you have any questions regarding the terms of this letter, please feel free to contact us.


Paul Zillig
April 29, 2019
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We look forward to serving you.

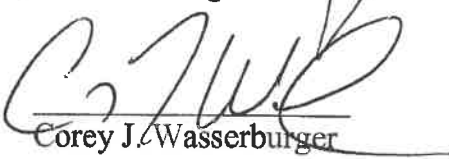
Very truly yours,

JOHNSON FLODMAN GUENZEL &
WIDGER,

BY:


Steven G. Seglin

BY:


Corey J. Wasserburger

LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT,

BY:

Paul Zillig

DATE: _____