

**FIFTH ADDENDUM  
TO  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
GENERAL MANAGER EMPLOYMENT AGREEMENT**

This Fifth Addendum (“Fifth Addendum”) amends the General Manager Employment Agreement (“Agreement”) entered into on October 10, 2006 by and between Papio-Missouri River Natural Resources District (“District”) and John G. Winkler (“Winkler”), for the employment of Winkler as General Manager of the District.

For full and adequate consideration and their mutual covenants herein contained the parties hereby agree that Section 2(b) and the first paragraph of Section 4 of the Agreement should be amended, to read as follows, to-wit:

**2. COMPENSATION.**

During the period of employment under this Agreement, Winkler shall be compensated as follows:

(b) Salary. For all services rendered by Winkler in any capacity during his employment under this Agreement, District shall pay Winkler a base salary of \_\_\_\_\_ - per year beginning July 1, 2018, payable in monthly installments according to Employer’s standard payroll procedures. Unless otherwise agreed, the base salary shall increase on each July 1 thereafter, in direct proportion to the increase for the preceding 12 months in the Consumer Price Index Seasonally Adjusted U.S. City Average for All Urban Consumers (CPI U) as published by the U.S. Department of Labor, or if such index does not exist, the most comparable consumer price index shall be used. District may pay Winkler an additional lump sum of money as a performance bonus on an annual basis, if the Board of Directors of the District determines by a majority vote of a quorum that a performance bonus is appropriate. The Board of Directors of the District shall have sole discretion on whether to award a performance bonus to Winkler and the amount of such bonus.

**4. TERM AND TERMINATION.**

This Agreement and Winkler’s employment by the District are hereby renewed for a term ending on November 30, 2024, unless earlier terminated as provided herein. No later than one (1) year prior to the end of the term, the parties will meet to discuss the possible execution of a contract for a new term commencing on December 1, 2024.

This Agreement and Winkler’s employment may be terminated prior to the end of the term, as follows:

a. Upon 6 month’s written notice by Employer to Winkler, if Winkler materially breaches any provisions of this Agreement or performs any act which substantially inhibits his ability to discharge his duties as General Manager, including, but not limited to, misconduct, incompetence, conviction of a felony, neglect of duties, general neglect of the business of the District, or unprofessional conduct, conduct which

reflects poorly on the image of the General Manager or the District, or conduct which interferes substantially with the continued performance of the duties of the General Manager; or

b. Upon three (3) months' written notice from Winkler to Employer;  
or

c. Upon written notice by Employer to Winkler in the event that Winkler is unable, due to illness or disability, to fully perform the essential functions of his job pursuant to this Agreement, with reasonable accommodation, for a cumulative period of one hundred eighty (180) or more calendar days in any 12-month period. After ninety (90) continuous days of disability, the base monthly salary otherwise payable to Winkler for the period of his entitlement to any disability insurance benefits, whether or not application for benefits is made, shall be reduced by the amount of such disability insurance benefit entitlement; or

d. Automatically in the event of Winkler's death; or

e. At any time pursuant to written agreement of the parties, on such terms as may be set forth in such agreement.

The Agreement is hereby ratified and confirmed in all respects, except as so amended by this Fifth and by the four previous Addendums to the original Papio-Missouri River Natural Resources District General Manager Employment Agreement, entered into on December 14, 2006 by and between the District and Winkler.

This Fifth Addendum shall be effective upon its execution by both parties.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES  
DISTRICT**

By: \_\_\_\_\_

Title: Chairperson

Date: \_\_\_\_\_

\_\_\_\_\_  
**JOHN G. WINKLER**

**Date:** \_\_\_\_\_

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For full and adequate consideration and their mutual covenants herein contained the parties hereby agree that the first paragraph of Section 4 of the Agreement should be amended, to read as follows, to-wit:

**4. TERM AND TERMINATION.**

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b. Upon three (3) months’ written notice from Winkler to Employer;  
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c. Upon written notice by Employer to Winkler in the event that Winkler is unable, due to illness or disability, to fully perform the essential functions of his job pursuant to this Agreement, with reasonable accommodation, for a cumulative period of one hundred eighty (180) or more calendar days in any 12-month period. After ninety (90) continuous days of disability, the base monthly salary otherwise payable to Winkler for the period of his entitlement to any disability insurance benefits, whether or not application for benefits is made, shall be reduced by the amount of such disability insurance benefit entitlement; or

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**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

By: \_\_\_\_\_

Title: Chairperson

Date: \_\_\_\_\_

\_\_\_\_\_  
**JOHN G. WINKLER**

**Date:** \_\_\_\_\_