

MEMORANDUM

Date: April 28, 2025

To: Finance, Expenditure, and Legal Subcommittee

From: John Winkler, General Manager

Re: Seventh (and final) Addendum to General Manager Agreement

The District entered into a General Manager Employment Agreement with John G. Winkler in October 2006. The District and the General Manager have amended the Agreement numerous times over the year to extend the term of employment and other material terms.

Per the Fifth Addendum of the Employment Agreement, the District and Winkler are to meet to discuss the possible execution of a contract to extend the Agreement to a new term. Due to exceptional performance, the Board of Directors extended the term of the Agreement multiple times over the last nineteen years.

It is proposed that the District enter into the Seventh (and final) Addendum to the General Manager Employment Agreement which would extend the term of employment from May 2025 to December 31, 2031, with all other terms under the Agreement remaining the same.

Therefore, Management recommends that the Subcommittee recommend to the Board of Directors, that the Board approve the Seventh Addendum to the General Manager Employment Agreement which would extend the term of employment from May 2025 to December 31, 2031 with all other terms under the Agreement remaining the same, subject to approval as to form by District Legal Counsel.

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

This Seventh Addendum ("Seventh 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 4 of the Agreement should be amended, to read as follows, to-wit:

4. TERM AND TERMINATION.

This Agreement and Winkler's employment by the District are hereby renewed for a term ending on December 31, 2031, 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 January 1, 2032.

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 Seventh and by the six 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 Seventh Addendum shall be effective upon its execution by both parties.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT**

By: _____

Title: Chairperson

Date: _____

JOHN G. WINKLER

Date: _____

12/1/2006	\$	110,000.00	
7/1/2007	\$	112,970.00	2.7%
7/1/2008	\$	117,601.64	4.1%
7/1/2009	\$	121,000.00	2.9%
7/1/2010	\$	121,000.00	0.0%
7/1/2011	\$	127,000.00	5.0%
7/1/2012	\$	131,659.00	3.7%
7/1/2013	\$	136,528.86	3.7%
7/1/2014	\$	141,948.47	4.0%
7/1/2015	\$	144,592.91	1.9%
7/1/2016	\$	148,563.84	2.7%
7/1/2017	\$	153,480.86	3.3%
7/1/2018	\$	161,154.00	5.0%
7/1/2019	\$	163,732.46	1.6%
7/1/2020	\$	164,714.85	0.6%
10/1/2020	\$	170,823.24	3.7%
7/1/2021	\$	180,047.69	5.4%
7/1/2022	\$	189,050.07	5.0%
7/1/2023	\$	197,557.32	4.5%
7/1/2024	\$	206,052.28	4.3%

3.4% average