

#### PERSONNEL, LEGISLATIVE AND PUBLIC AFFAIRS SUBCOMMITTEE MEETING July 12, 2011 7:30 p.m. (Or immediately following the FEL Subcommittee Meeting)

# AGENDA

#### Personnel, Legislative and Public Affairs Subcommittee:

Dave Klug, Chairperson Tim Fowler, Vice Chairperson Fred Conley Gus Erickson Scott Japp

Alternate Members: Dorothy Lanphier Jim Thompson Staff Liaison: Emmett Egr

- 1. Meeting Called to Order Chairperson Klug
- 2. Notification of Open Meetings Act Posting and Announcement of Meeting Procedure Chairperson Klug
- 3. Quorum Call
- 4. Adoption of Agenda
- 5. Proof of Publication of Meeting Notice
- 6. Review and Recommendation to increase the General manager's salary by the Board approved COLA of (.015) and GM Contract *[Executive Session]* Dave Klug
- 7. Adjourn

### THIRD ADDENDUM TO PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT <u>GENERAL MANAGER EMPLOYMENT AGREEMENT</u>

This Third Addendum ("Third 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.

A. 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, and it is hereby, amended as follows, to-wit:

# 2. <u>COMPENSATION</u>.

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

b. <u>Salary</u>. For all services rendered by Winkler in any capacity during his employment under this Agreement, Employer shall pay Winkler a base salary at the rate of not less thanof One hundred and ten-twenty one thousand dollars (\$110,000.00\$121,000.00\$122,815) per annumvear beginning July 1, 2011, payable according to Employer's standard payroll procedures. Unless otherwise agreed, the base salary shall increase immediately on July 1, 2007, and again 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.

### 4. **TERM AND TERMINATION**.

This Agreement and Winkler 's employment by the District shall be for a term commencing December 1,2006 and continuing for four (4) years ending November 30, 2010through November 30, 2016, 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 December 1, 200920142015.

B. The District Winkler shall pay Winkler a one-time merit compensation payment in the amount of Four thousand dollars (\$4,000.00) following the execution of this Second Addendum.

C. The Agreement is hereby ratified and confirmed in all respects, except as so amended by this Third Addendum and by the Second and First Addendum to Papio-Missouri River Natural Resources District General Manager Employment Agreement entered into on December 14, 2006 by the District and Winkler. D. This Second Addendum shall be effective upon its execution by both parties.

### PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

# JOHN G. WINKLER

Ву:\_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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