

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

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.

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 and that new Section 2(c) should be added to the Agreement, all 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, Employer shall pay Winkler a base salary of ONE HUNDRED AND TWENTY SEVEN THOUSAND DOLLARS (\$127,000.00) per year beginning July 1, 2011, 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.

(c) Merit Pay. Unless action to the contrary is taken by the Employer's Board of Directors, the Employer shall pay Winkler merit and salary compression adjustments totaling TWENTY-FIVE HUNDRED DOLLARS (\$2,500.00) annually, payable in monthly installments according to Employer's standard payroll procedures starting as of July 1, 2012. No such payments shall be made for years following 2016 except in accordance with a signed agreement between the parties.

4. TERM AND TERMINATION.

This Agreement and Winkler's employment by the District are hereby renewed for a term ending on 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 on December 1, 2016.

The Agreement is hereby ratified and confirmed in all respects, except as so amended by this Third Addendum and by the Second and First Addenda 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 Third Addendum shall be effective upon its execution by both parties.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT**

By: _____

Title: _____

Date: _____

JOHN G. WINKLER

Date: _____