

RICHARDSON COUNTY
BOARD OF COMMISSIONERS ANNUAL MEETING
AGENDA for WEDNESDAY, JANUARY 14, 2026

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

BOARD REORGANIZATION

- 1) Election of Chairman
- 2) Election of Vice-Chairman
- 3) Appointment of Board Member Duties

SPECIAL BOARD APPOINTMENTS

County Board of Health—Dr. Tramp
Richardson County Planning Commission—terms expired 12/31/2025
Mark Jones, Charles Duryea, Dana Rathje
County Visitor's Committee—terms expired 12/31/2025
Madeline Keller, Kristi Gerweck, Sandra Stalder

ROAD & BRIDGE DEPT.

9:15 A.M.

Update on the routine road and bridge maintenance

EXECUTIVE SESSION with Highway Supt., Steve Darveau, Jr. to discuss personnel matters and for the prevention of needless injury to the reputation of an individual

LAW ENFORCEMENT CENTER

9:45 A.M.

Update on routine business within the Law Enforcement Center

EXECUTIVE SESSION

10:00 A.M.

with Jerry Pigsley, special legal counsel to review pending litigation and for the protection of the public interest

BRIAN KIRKENDALL, EMA DIRECTOR/NOX WEED SUPT. 10:15 A.M.

Cross-Jurisdictional MOU regarding the coordination of delivery and alert,
Warning and notification messages through FEMA's Integrated Public Alert and
Warning System (IPAWS)
Annual Noxious Weed Report to be submitted to the NE Department of Agriculture Animal
and Plant Health Protection 2025
Cell phone usage

COUNTY TREASURER, AMANDA BARTEK-RAMSEY

10:30 A.M.

Semi-Annual Report

APPOINTMENT OF APPOINTED COUNTY OFFICIALS

Reaffirm appointment of Highway Superintendent
Reaffirm appointment of Emergency Management Director and
Noxious Weed Control Superintendent
Reaffirm appointment of Veterans Service Officer

**CONSIDER RESOLUTION 2025-2026-23 to establish salaries
for county elected officials for new term of office 2027-2030**

11:00 A.M.

CORRESPONDENCE/OTHER

Affirm salary increase for employees as included within FY25-26 budget to be effective
January 1, 2026

CLAIMS

ADJOURNMENT

Cross-Jurisdictional Memorandum of Understanding

By, Between, and Among:

County of Atchison, Missouri

County of Johnson, Nebraska

County of Nemaha, Nebraska

County of Otoe, Nebraska

County of Pawnee, Nebraska

County of Richardson, Nebraska

Regarding the Coordination and Delivery of Alert, Warning, and Notification Messages
Through FEMA's Integrated Public Alert and Warning System (IPAWS)

I. Purpose

The above-mentioned jurisdictions, each holding FEMA approval as an Alerting Authority (AA), recognize the importance of interagency cooperation in strengthening public alerting capabilities. This Memorandum of Understanding (MOU) establishes a framework that allows participating AAs to designate and utilize a backup Alerting Authority to issue alerts, warnings, and notifications (AWN) on their behalf in the event they are unable to perform that function.

This MOU applies exclusively to activities conducted through FEMA's Integrated Public Alert and Warning System (IPAWS).

II. Statutory Authority

This MOU is entered into pursuant to:

Nebraska

- Nebraska Emergency Management Act (Neb. Rev. Stat. §§ 81-829.36 to 81-829.75)
- Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 to 13-827)

Missouri

- Missouri Intergovernmental Cooperation Statute (RSMo §§ 70.210–70.320), including RSMo § 70.220, authorizing Missouri political subdivisions to enter into agreements with political subdivisions of another state

Federal

- FEMA IPAWS Program Rules
- FCC Part 10 (WEA) and Part 11 (EAS) Rules
- Radiological Emergency Preparedness (REP) program requirements

Nothing in this agreement creates a separate legal or administrative entity. Each jurisdiction retains full authority and responsibility for its own alerting capabilities and decisions.

III. Scope

This MOU is effective December 31, 2024, and remains in effect until revoked by a participating jurisdiction in accordance with Section III-8.

A designated backup Alerting Authority may issue AWN messages on behalf of a requesting AA only when explicit permission has been granted by the requesting AA.

Revised: November 21, 2025

III.1 Exclusion for Cooper Nuclear Station–Related Alerting.

Notwithstanding any other provision of this Memorandum of Understanding (MOU), Johnson County, Nebraska, and Pawnee County, Nebraska, are expressly excluded from all responsibilities, obligations, or operational duties related to the coordination, preparation, issuance, transmission, or delivery of Alert, Warning, and Notification (AWN) messages connected in whole or in part to:

- NPPD Cooper Nuclear Station,
- Radiological events,
- REP Program requirements, or
- Any IPAWS activation directly associated with radiological emergency preparedness for Cooper Nuclear Station.

1. No Responsibility to Issue Cooper-Related Alerts

Johnson County and Pawnee County shall not be tasked, expected, or authorized under this MOU to issue WEA, EAS, NWEM, or any other IPAWS-originated alert related to Cooper Nuclear Station.

2. No Coordination or Backup Role

Johnson County and Pawnee County shall not serve as a backup Alerting Authority for any Cooper Nuclear Station–related alerting activity for any jurisdiction.

3. No Obligation to Maintain REP Program Readiness

Nothing in this MOU shall be construed to require Johnson or Pawnee Counties to:

- Maintain REP-specific alerting procedures,
- Participate in REP drills or exercises,
- Review REP messaging content, or
- Provide staff, systems, or coordination for REP-related AWN operations.

4. No Impact on All-Hazards Alerting

This exclusion applies only to alerting related to Cooper Nuclear Station.

Johnson County and Pawnee County remain full participants in all other all-hazards alerting, including:

- Weather events
- Flooding
- Hazmat
- Public safety emergencies
- Cross-jurisdictional assistance under this MOU

All provisions of the MOU continue to apply to Johnson and Pawnee Counties for all hazards other than nuclear/REP/Cooper-related incidents.

IV. Roles, Responsibilities, and Conditions

1. FIPS Code Integration (Missouri → Nebraska)

Atchison County, Missouri agrees to add the Federal Information Processing Standard (FIPS) codes for the five Nebraska counties to its Emergency Notification System.

2. Reciprocal FIPS Code Integration (Nebraska → Missouri)

The five Nebraska counties—collectively operating under the SEN-ENS System—agree to add Atchison County's FIPS code to their respective Emergency Notification Systems.

3. Required Information for Cross-Jurisdictional Alerting

The requesting AA shall provide the supporting AA with all required message content to ensure accurate, timely IPAWS activation.

4. Message Content Requirements

Supporting AAs shall use the following content when preparing WEA, EAS, and/or NWEM alerts:

- Identification of sender
- Hazard type
- Description of affected area
- Recommended protective actions
- URL or reference for additional information
- Activation area (geocode or polygon)
- Duration of alert
- POC for continued coordination

5. Situational Awareness Notifications

Jurisdictions shall notify one another as soon as possible when cross-jurisdictional alerting assistance may be needed.

6. State Approval Requirement

Before becoming valid or enforceable:

- The Nebraska State Alerting Official
- The Missouri State Alerting Official

must review and approve the MOU.

7. Annual Review Requirement

All participating jurisdictions and both State Alerting Officials shall conduct an annual review to maintain compliance with IPAWS and REP program requirements.

8. MOU Modification or Revocation Procedures

a. Modification

A proposing jurisdiction shall distribute revisions to all parties.

Revisions become effective only upon unanimous written approval.

b. Revocation

Any jurisdiction may withdraw with 30 days' written notice to all parties and both State Alerting Officials.

9. Notification Requirements

The State Alerting Officials must be notified of:

- Initial ratification
- Any amendments
- Any change in participating jurisdictions

10. Distribution of Finalized Copies

Signed copies shall be provided to:

- Nebraska State Alerting Official
- Missouri State Alerting Official
- FEMA IPAWS Program Management Office
- IPAWS User Portal (upload)

11. State Authority to Suspend or Terminate

Either State Alerting Official may immediately suspend or terminate participation of any jurisdiction if required for:

- Public safety
- Regulatory compliance
- System integrity

12. Record Retention

Each jurisdiction shall maintain:

- Alert requests
- Message content
- IPAWS logs and delivery confirmations for no less than three (3) years, or longer as required by state law.

V. Procedures

A. Procedures for the Assisting Jurisdiction (Providing Alerting Support)

The jurisdiction issuing alerts, warnings, and notifications (AWN) on behalf of the impacted jurisdiction shall adhere to the following procedures:

1. **Receive Request:**
Receive an alerting request from the impacted jurisdiction(s), including confirmation that assistance is being formally requested under this MOU.
2. **Prepare IIPAWS Message:**
Compose the IPAWS alert using the message content supplied by the impacted jurisdiction(s), ensuring it aligns with FEMA IPAWS standards and all applicable protocols.
3. **Transmit the Alert:**
Send the IPAWS alert, warning, or notification (AWN) through the appropriate channels (WEA, EAS, NWEM).
4. **Verify Transmission:**
Confirm the alert was successfully transmitted and promptly notify the designated point(s) of contact (POCs) for the impacted jurisdiction(s).
5. **Coordinate Follow-Up Actions:**
Coordinate with the impacted jurisdiction(s) regarding any additional alerts, updates, modifications, or cancellations that may be required as the incident evolves.

B. Procedures for the Impacted Jurisdiction(s) (Requesting Assistance)

The jurisdiction requesting cross-jurisdictional alerting support shall adhere to the following procedures:

1. Request Assistance:
Request IPAWS alerting support from the adjoining jurisdiction identified in this MOU, specifying the nature and urgency of the required alert.
2. Provide Message Content:
Supply the complete message content for the alert, warning, or notification (AWN), including details needed for WEA, EAS, and/or NWEM distribution.
3. Monitor Alert Delivery:
Monitor alert receipt to verify that the message was delivered as intended to the affected area and through the correct IPAWS channels.
4. Coordinate Ongoing Messaging:
Coordinate with the assisting jurisdiction regarding any follow-up alerts, message updates, or cancellations that may be necessary throughout the duration of the incident.

VI. Miscellaneous Provisions

This Memorandum of Understanding (MOU) is intended to facilitate cooperation among the participating jurisdictions. It does not create any substantive or enforceable rights, obligations, or benefits for any party, individual, or third party. By entering into this agreement, none of the parties waive, limit, or otherwise modify any form of sovereign immunity afforded to them under state or federal law.

1. No Rights Created

This MOU creates no enforceable rights for any party, person, or third party.

2. Sovereign Immunity Preserved

Nothing in this agreement waives sovereign immunity under:

- Neb. Rev. Stat. § 81-829.54
- RSMo § 537.600
- Any other state or federal provision

3. Filing Requirement (Missouri)

In accordance with RSMo § 70.300, Atchison County shall file an executed copy of this MOU with the appropriate county clerk or recorder.

4. Authority of Signatories

Each signatory affirms they are duly authorized by their governing body to enter into this MOU.

SIGNATURE PAGES - PARTICIPATING COUNTIES

County of Atchison, Missouri

Signature: _____

Date: _____

Name: _____

Title: _____

County of Atchison, Missouri

Signature: _____

Date: _____

Name: _____

Title: _____

County of Johnson, Nebraska

Signature: _____

Date: _____

Name: _____

Title: _____

County of Nemaha, Nebraska

Signature: _____

Date: _____

Name: _____

Title: _____

County of Otoe, Nebraska

Signature: _____

Date: _____

Name: _____

Title: _____

County of Pawnee, Nebraska

Signature: _____

Date: _____

Name: _____

Title: _____

County of Richardson, Nebraska

Signature: _____

Date: _____

Name: _____

Title: _____

State of Nebraska Alerting Official

Signature: _____

Date: _____

Name: _____

Title: _____

State of Missouri Alerting Official

Signature: _____

Date: _____

Name: _____

Title: _____

RESOLUTION 2025-2026-23

WHEREAS, it is the duty of the County Board of Commissioners to set salaries for elected officials pursuant to Nebraska Revised State Statute 23-114, and

WHEREAS, the Richardson County Board of Commissioners have reviewed and considered all the different sources in determining these salaries for the upcoming term,

THEREFORE, BE IT RESOLVED that the annual salary for the offices of the **County Assessor, County Clerk of District Court, County Clerk-Register of Deeds and County Assessor** be established at \$80,000.00 for the calendar year 2027. That for each year thereafter, an annual salary increase of 3.5% during the term of office (2028-\$82,800.00; 2029-\$85,698.00; 2030-\$88,697.43) shall be given.

AND, BE IT FURTHER RESOLVED that the County Clerk shall be compensated for the additional time and effort spent to carry out the duties and responsibilities of **Election Commissioner** by an amount of \$4,000.00 for each calendar year 2027, 2028, 2029, and 2030.

AND, the annual salary for the office of **County Sheriff** be established at \$104,000.00 for the calendar year 2027. That for each year thereafter, an annual salary increase of 3.5% during the term of office (2028-\$107,640.00; 2029-\$111,407.40; 2030-\$115,306.65) shall be given.

AND, the annual salary for the office of **County Attorney** be established at \$128,000.00 for the calendar year 2027. That for each year thereafter, an annual salary increase of 3.5% during the term of office (2028-\$132,480.00; 2029-\$137,116.80; 2030-\$141,915.88) shall be given.

AND, the annual salary for the office of **County Surveyor** be established at \$17,282.00 for the calendar year 2027. That for each year thereafter, an annual salary increase of 3.5% during the term of office (2028-\$17,886.87; 2029-\$18,512.91; 2030-\$19,160.86) shall be given.

AND, the annual salary for the office of **County Commissioner District 1, 2 and 3** shall be established at \$36,743.70 for the calendar year 2027. That for each year thereafter, an annual salary increase of 0% during the term of office (2028-\$36,743.70; 2029-\$36,743.70; 2030-\$36,743.70) shall be given.

AND, that when an elected official is designated by the County Board to serve as the **budget-making authority**, they shall receive \$4,000.00 annually, paid after the adoption of the budget by the County Board, for the calendar year 2027, 2028, 2029, and 2030.

AND, that in addition to the above salary, each official shall receive and be a member of the same health, medical and life insurance group plan as offered to all county employees. All officials shall participate in the retirement plan as mandated by State law.

PASSED ADOPTED THIS _____ DAY OF JANUARY, 2026.

John Caverzagie, Chairman

Bob Campbell

Rick Karas

Mary L. Eickhoff, Richardson County Clerk