

**AGENDA**  
**PERKINS COUNTY BOARD OF COMMISSIONERS**  
**PERKINS COUNTY COURTHOUSE – 200 LINCOLN AVENUE – GRANT, NE 69140**  
**SEPTEMBER 21, 2026 ~ 8:30 A.M**

- I. Call to Order
- II. Roll Call
- III. Announcement by County Clerk of Notice of Meeting
- IV. Announcement by Chairman of Open Meetings Act – N.R.S. §84-1412 (8)
- V. Review and Action on Agenda
- VI. Review and Action of Previous Minutes – September 8, 2026 Regular & Budget Hearing
- VII. Ratification of Payroll and Approval of Claims Filed, Transfer of Funds
- VIII. Correspondence
  - a. NACO - Benefit Services Information – Received 09/04/2026
  - b. JEO Email – Twin Platte NRD Hazard Mitigation Plan 2<sup>nd</sup> Round Meeting – Received 09/08/2026
- IX. Public Comment ~ 8:40 A.M. - 9:00 A.M.
- X. Special Hearing ~ 10:00 A.M. – Setting the Final Tax Request at a Different Amount Than the Prior Year Tax Request.
- XI. Business and Reports from Perkins County Officials & Boards, to include Committee Reports, Office/Departmental Updates, Financial Reports, Legislative or Policy Updates, Operational Updates, and Project Status Updates.
  - a. Commissioners
    - i. Budget
    - ii. Roads
  - b. Clerk / Election Commissioner / Register of Deeds / Budget Preparer
  - c. Treasurer
  - d. Assessor
  - e. Zoning
  - f. County / District Courts
  - g. Building & Grounds

- h. Extension
- i. Sheriff
- j. Attorney
  - i. Ian Stevens Lease Litigation Update
- k. Emergency Management / Communications
- l. Highway Superintendent / Noxious Weeds
- m. Veterans Service
- n. Road Districts
- o. Fair
- p. Public Transit
- q. Ambulance

XII. Unfinished Business

XIII. New Business

- a. Review, discuss, and take necessary action on Initial Customer Service Order for Cybersecurity Services and Cybersecurity Services Addendum dated 09/08/2026 between Hamilton Information Systems, Inc. and Perkins County, Nebraska.
- b. Review, discuss, and take necessary action on Permit to Occupy Road Right-Of-Way in Perkins County, Nebraska.
- c. Review, discuss, and take necessary action on the Resolution of Adoption and Appropriation of the FY 2026-2027 Budget.
- d. Review, discuss, and take necessary action on Resolution Setting the Property Tax Request FY 2026-2027 Budget.

XIV. Adjournment

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- ❖ The Perkins County Clerk's Office will keep the agenda continuously current and available for review in the County Clerk's Office, modifications may occur up to 24 hours prior to said meeting.
  - ❖ The agenda is advisory in nature and the order the Perkins County Board of Commissioners handles agenda items may be modified by the board for the convenience of the board, those with items on the agenda, and members of the public in attendance.
  - ❖ The Perkins County Board of Commissioners reserves the right to enter into closed session at any time as necessary per Nebraska Revised Statute §84-1410 to discuss the agenda item currently before the board.

## **COMMISSIONER PROCEEDINGS**

**SEPTEMBER 8, 2026**

**GRANT, NEBRASKA**

A special meeting of the Board of Commissioners of Perkins County, Nebraska, was held at 10:15 a.m. in the County Courthouse in Grant, Nebraska, to hear support, opposition, criticism, suggestions, or observations from taxpayers regarding the Fiscal Year 2026-2027 Perkins County, Nebraska Budget.

Present: Commissioner Darin Robertson, Commissioner Steven Tucker, County Attorney Richard Roberts, and County Clerk James Brueggeman. Commissioner Mark Bottom was absent.

Chairman Robertson called the meeting to order at 10:15 a.m. The Clerk announced that notice of the meeting had been published in The Grant Tribune-Sentinel on August 27, 2026, and advertised on the Perkins County website. The Chairman announced that the Open Meetings Act and Meeting Materials were available in the Commissioner's Room. The agenda was reviewed. Commissioner Tucker moved to approve the agenda, and Commissioner Robertson seconded. The Chairman took a roll-call vote: Tucker and Robertson voted aye; Bottom absent; the motion carried.

Chairman Robertson opened the budget hearing at 10:15 a.m. Three copies of the proposed budget statement were available to the public.

County Clerk and Budget Preparer James Brueggeman presented an outline of the key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget.

The floor was then opened for public comment on the proposed budget statement. No members of the public attended, and no public comments were received. All members of the public who wished to address the governing body were given a reasonable amount of time to do so.

At 11:00 a.m., Chairman Robertson announced the budget hearing was closed.

With no further business, Commissioner Tucker moved to adjourn the special budget hearing, and Chairman Robertson seconded. The Chairman took a roll-call vote: Tucker and Robertson voted aye; Bottom absent, and the motion carried.

Meeting adjourned at 11:00 a.m.

James D. Brueggeman  
Perkins County Clerk



## **COMMISSIONER PROCEEDINGS**

**SEPTEMBER 8, 2026**

**GRANT, NEBRASKA**

The Perkins County, Nebraska, Board of Commissioners held its regular meeting at 8:30 a.m. at the County Courthouse in Grant, Nebraska.

Present: Commissioner Darin Robertson, Commissioner Steven Tucker, County Attorney Richard Roberts, and County Clerk James Brueggeman. Commissioner Mark Bottom was absent.

Chairman Robertson called the meeting to order at 8:30 a.m. The Clerk announced that the quarterly meeting notice was published in The Grant Tribune-Sentinel and that an individual notice was posted on the Perkins County website. Chairman Robertson also announced that the Open Meetings Act and Meeting Materials were available in the Commissioner's Room. The agenda was reviewed. Commissioner Tucker moved to approve the agenda, and Chairman Robertson seconded. The Chairman took a roll-call vote: Tucker and Robertson voted aye; Bottom absent; the motion carried. Commissioner Tucker moved to approve the minutes from the August 17, 2026, meeting, as published in The Grant Tribune-Sentinel, posted on Perkins County's website, and made available in the Clerk's Office. Chairman Robertson seconded. The Chairman took a roll-call vote: Tucker and Robertson voted aye; Bottom absent; the motion carried.

The County Board reviewed the submitted payroll and claims. Commissioner Tucker moved to approve the payroll and claims, and Chairman Robertson seconded. The Chairman took a roll-call vote: Tucker and Robertson voted aye; Bottom absent; the motion carried.

### **COUNTY EMPLOYEES**

#### **SALARIES**

\$108,315.46

#### **GENERAL**

|                                     |             |
|-------------------------------------|-------------|
| Adams Bank & Trust - Grant          | \$475.00    |
| Aflac                               | \$1,227.80  |
| Amazon Capital Services             | \$112.86    |
| Ameritas, Retirement Plans Division | \$16,160.20 |
| AT&T Mobility                       | \$919.09    |
| Baylor Evnen Wolfe & Tannehill, LLP | \$15,369.50 |
| CenturyLink                         | \$57.75     |

|                                     |             |
|-------------------------------------|-------------|
| Charles Kuskie                      | \$16.00     |
| City Of Grant                       | \$4,606.54  |
| CJIS Operational Protection Service | \$1,980.00  |
| Culligan Water Conditioning         | \$59.50     |
| Datashield                          | \$138.36    |
| Eakes Office Plus                   | \$431.97    |
| Fiduciary Trust Co Of New Hampshire | \$625.00    |
| Gabriel, Burger, Else, CPA, PC      | \$4,500.00  |
| Great Plains Communications         | \$1,174.55  |
| Hamilton Information Systems, Inc.  | \$4,650.00  |
| High Plains News North, LLC         | \$9.35      |
| Holiday Inn - Kearney               | \$419.85    |
| Hometown Leasing                    | \$217.02    |
| Ideal Linen                         | \$151.49    |
| Keith County Sheriff                | \$20.00     |
| Lexipol, LLC                        | \$499.00    |
| Megan L Baldenado-Bellamy, LLC      | \$169.65    |
| MIPS, Inc.                          | \$3,156.67  |
| NACO                                | \$25.00     |
| National Sheriff's Association      | \$125.00    |
| NE Law Enforcement Training Center  | \$525.00    |
| Nebraska Supreme Court              | \$3,000.00  |
| Office Service, Inc.                | \$5,079.99  |
| Perkins County Court                | \$34.00     |
| Perkins County Sheriff              | \$17.10     |
| Pinnacle Bank                       | \$54,214.06 |
| Pinnacle Bank - Grant               | \$4,198.46  |
| Pinnacle Bank - Grant               | \$4,989.57  |
| Pitney Bowes Global Financial, LLC  | \$176.19    |
| Point C                             | \$330.00    |
| Prairie States Communications, LLC  | \$19,327.38 |
| RELX, Inc. dba LexisNexis           | \$313.00    |
| Rittenhouse Law                     | \$825.00    |
| Robert S. Harvoy                    | \$100.00    |

|                                    |            |
|------------------------------------|------------|
| Sandhills State Bank               | \$362.50   |
| State of NE - Dept. of Revenue     | \$4,743.19 |
| The Lincoln National Life Ins. Co. | \$1,709.92 |
| TK Elevator Corporation            | \$471.84   |
| US Bank                            | \$394.74   |
| UAV Coach                          | \$318.00   |
| University of NE - Lincoln         | \$64.50    |
| UNL Extension Perkins County       | \$45.21    |
| Veritext, LLC                      | \$503.35   |
| Verizon Wireless                   | \$59.78    |
| Wolf Auto                          | \$4,960.70 |

### **ROADS**

|                                      |             |
|--------------------------------------|-------------|
| Amazon Capital Services              | \$63.04     |
| American Energy Delivery, Inc.       | \$14,927.65 |
| AT&T Mobility                        | \$175.24    |
| Big State Industrial Supply, Inc.    | \$411.31    |
| Bomgaars Supply                      | \$1,317.86  |
| Bulldogger Services, Inc.            | \$1,220.86  |
| Consolidated Telecom, Inc.           | \$120.64    |
| Cornhusker Glass, Inc.               | \$455.45    |
| Country Load Trailer Sales           | \$193.90    |
| Eastern Sky, Inc.                    | \$1,004.00  |
| Great Plains Communications          | \$222.96    |
| Hi-Line Cooperative, Inc.            | \$9,992.19  |
| Imperial Napa                        | \$154.19    |
| MCI                                  | \$32.13     |
| Medical Enterprises, Inc.            | \$293.00    |
| NPPD                                 | \$355.37    |
| Potts Welding And Fabrication Srvcs. | \$47.00     |
| Pye Barker Fire & Safety, LLC        | \$1,324.80  |
| Raw Machinery, Inc.                  | \$11,100.00 |
| RD Brueggeman Trucking               | \$6,810.00  |
| Sandhills State Bank                 | \$10,643.08 |
| Sapp Brothers Petroleum              | \$11,692.76 |

|                                    |            |
|------------------------------------|------------|
| Vistabeam                          | \$71.95    |
| Waste Connections, Inc.            | \$299.35   |
| <b>BRIDGE &amp; PAVING</b>         |            |
| Shelco Construction dba Shelco     | \$3,378.00 |
| <b>FAIR</b>                        |            |
| City Of Grant                      | \$1,025.65 |
| <b>PUBLIC TRANSIT</b>              |            |
| City Of Grant                      | \$23.85    |
| Ensz Hardware                      | \$29.99    |
| Imperial Napa                      | \$29.59    |
| Perkins County Senior Center       | \$626.00   |
| <b>WIRELINE 911 SERVICES</b>       |            |
| CenturyLink                        | \$1,008.53 |
| Elsie Communications, Inc.         | \$192.94   |
| Great Plains Communications        | \$83.32    |
| <b>LOCAL AMBULANCE</b>             |            |
| Deaver Computer Service 1, LLC     | \$63.98    |
| Perkins County Health Services     | \$396.74   |
| <b>TRANSFER AMBULANCE</b>          |            |
| AT&T Mobility                      | \$133.25   |
| Aurora Cooperative                 | \$859.49   |
| Express Toll                       | \$5.00     |
| Prairie States Communications, LLC | \$730.75   |
| Rick Ochsner                       | \$125.00   |

**Correspondence:**

Commissioners received a letter dated August 24, 2026, from the City of Grant regarding two upcoming public hearings.

**Public Comment:**

Opened at 8:40 a.m. and closed at 9:00 a.m. No public comments were received.

**Business With Officials:**

Commissioners received updates from County Clerk James Brueggeman, County Treasurer Julie Sestak, County Assessor Regina Berry, Sheriff Jeffrey Miller, Highway Superintendent Steve Leimer, Assistant Highway Superintendent Brian

Brassfield, and Paramedic Travis Ogg on each of their respective operations.

Perkins County Attorney Richard Roberts briefed Commissioners on Ian Stevens vs. Perkins County, Nebraska, and reported no significant updates.

Commissioners also acknowledged receipt of the August 2026 Fee Reports from the Perkins County Clerk's Office and the District Court.

Board of Equalization:

Chairman Robertson recessed the meeting at 9:00 a.m to convene as the Perkins County Board of Equalization. He reconvened the meeting at 9:04 a.m.

Unfinished Business:

There was no unfinished business.

New Business:

Commissioners reviewed and acknowledged receipt of the Fiscal Year 2024-2025 audit report from Dana F. Cole & Company, LLP.

Commissioners reviewed the Axon Enterprises, Inc. Quote, Master Services Purchasing Agreement, and Standard Terms and Conditions. Commissioner Tucker moved to approve the documents and to have Chairman Robertson sign. Chairman Robertson seconded the motion. The Chairman took a roll-call vote: Tucker and Robertson voted aye; Bottom absent; the motion carried.

Commissioners took no action to declare the F-350 Ambulance surplus or to authorize a method of disposal, and will wait until Paramedic Travis Ogg has the ambulance fully ready for declaration as surplus.

Commissioner Tucker moved to approve all 2026 County Inventories and to have the Commissioners sign. Chairman Robertson seconded the motion. The Chairman took a roll-call vote: Tucker and Robertson voted aye; Bottom absent; the motion carried.

Commissioner Tucker moved to approve the outdated Courthouse ShoreTel phone system as surplus and to dispose of it. Chairman Robertson seconded the motion. The Chairman took a roll-call vote: Tucker and Robertson voted aye; Bottom absent; the motion carried.

Commissioner Tucker moved to have Chairman Robertson sign the Supplemental

Letter with Light Source BP and Golden Plains Solar, LLC, and to bring back the Perkins County Road Department Agreement for Use and Restoration of Haul Road at a later time. Chairman Robertson seconded the motion. The Chairman took a roll-call vote: Tucker and Robertson voted aye; Bottom absent; the motion carried.

Commissioner Tucker moved to adjourn the meeting. Chairman Robertson seconded the motion. The Chairman took a roll-call vote: Tucker and Robertson voted aye; Bottom absent; the motion carried.

The meeting ended at 10:15 a.m.

James D. Brueggeman  
Perkins County Clerk

The next regular meeting of the Perkins County Board of Commissioners will be held on Monday, September 21, 2026, at 8:30 a.m. in the Commissioners Meeting Room #202 at the Perkins County Courthouse in Grant, Nebraska. An individual meeting notice, agenda, and all related meeting materials provided to the County Clerk's Office in advance of the meeting are available on the county website, [www.perkinscounty.ne.gov](http://www.perkinscounty.ne.gov), at least 24 hours before the meeting.

**Board Preapproval Report**  
From 0000-000-00-0-0000 to 9999-999-99-9-9999  
Board Date:09/17/2026 - Check Date:09/17/2026

**100 - GENERAL**

| Account                                | Description           | Vendor                         | Invoice Description | Claim #    | Amount      |
|----------------------------------------|-----------------------|--------------------------------|---------------------|------------|-------------|
| <b>218 - GENERAL WITHHOLDING</b>       |                       |                                |                     |            |             |
| 02-0-0000                              | STATE TAX             | STATE OF NE -- DEPT OF REVENUE | State Tax 9/17/2026 | 2609000097 | 0.51        |
| 03-0-0000                              | FICA TAX              | PINNACLE BANK                  | Fed Tax 9/17/2026   | 2609000096 | 2.58        |
| <b>218 - GENERAL WITHHOLDING Total</b> |                       |                                |                     |            | <b>3.09</b> |
| <b>970 - MISCELLANEOUS</b>             |                       |                                |                     |            |             |
| 00-1-1000                              | OASI--SOCIAL SECURITY | PINNACLE BANK                  | Fed Tax 9/17/2026   | 2609000096 | 2.58        |
| <b>970 - MISCELLANEOUS Total</b>       |                       |                                |                     |            | <b>2.58</b> |
| <b>100 - GENERAL Total</b>             |                       |                                |                     |            | <b>5.67</b> |
| <b>Grand Total</b>                     |                       |                                |                     |            | <b>5.67</b> |



100 - GENERAL

| Account                                | Description                              | Vendor                              | Invoice Description                         | Claim #    | Amount           |
|----------------------------------------|------------------------------------------|-------------------------------------|---------------------------------------------|------------|------------------|
| <b>218 - GENERAL WITHHOLDING</b>       |                                          |                                     |                                             |            |                  |
| 01-0-0000                              | FEDERAL TAX                              | PINNACLE BANK                       | Fed Tax 9/21/2026                           | 2609000104 | 7,527.76         |
| 02-0-0000                              | STATE TAX                                | STATE OF NE -- DEPT OF REVENUE      | State Tax 9/21/2026                         | 2609000108 | 3,179.89         |
| 03-0-0000                              | FICA TAX                                 | PINNACLE BANK                       | Fed Tax 9/21/2026                           | 2609000104 | 8,104.76         |
| 04-0-0000                              | GENERAL RETIREMENT                       | AMERITAS, RETIREMENT PLANS DIVISION | Retirement 9/21/2026                        | 2609000100 | 5,003.90         |
| 07-0-0000                              | HSA                                      | ADAMS BANK & TRUST - GRANT          | HSA ~ Adams Bank & Trust 9/21/2026          | 2609000098 | 175.00           |
| 07-0-0000                              | HSA                                      | PINNACLE BANK - GRANT               | HSA ~ Pinnacle Bank 9/21/2026               | 2609000106 | 2,789.57         |
| 07-0-0000                              | HSA                                      | SANDHILLS STATE BANK                | HSA ~ Sandhills State Bank 9/21/2026        | 2609000107 | 187.50           |
| 08-0-0000                              | AFLAC                                    | AFLAC                               | Aflac ~ Pre-Tax Sup. Ins. 9/21/2026, Afl... | 2609000099 | 958.52           |
| 09-0-0000                              | DISABILITY INSURANCE - AFLAC             | AFLAC                               | Aflac ~ Pre-Tax Sup. Ins. 9/21/2026, Afl... | 2609000099 | 269.28           |
| 11-0-0000                              | Employee Medica                          | PINNACLE BANK                       | Medica Health Insurance 9/21/2026           | 2609000105 | 1,036.14         |
| 26-0-0000                              | IVY FUNDS - 457 PLANS                    | FIDUCIARY TRUST CO OF NEW HAMPSH... | 457(b) DCP ~ Brueggeman 9/21/2026           | 2609000101 | 125.00           |
| 34-0-0000                              | 457 PLAN FOR JULIE SESTAK                | FIDUCIARY TRUST CO OF NEW HAMPSH... | 457(b) DCP ~ Sestak 9/21/2026               | 2609000102 | 500.00           |
| 53-0-0000                              | CHILD SUPPORT - O'ROURKE / AR2FRVKTH2PKN | NE CHILD SUPPORT PYMT CENTER        | Child Support - O'Rourke, Conner M. / A...  | 2609000103 | 880.44           |
| <b>218 - GENERAL WITHHOLDING Total</b> |                                          |                                     |                                             |            | <b>30,737.76</b> |
| <b>970 - MISCELLANEOUS</b>             |                                          |                                     |                                             |            |                  |
| 00-1-0803                              | GROUP INSURANCE                          | PINNACLE BANK                       | Medica Health Insurance 9/21/2026           | 2609000105 | 19,688.06        |
| 00-1-0805                              | HSA CONTRIBUTIONS                        | ADAMS BANK & TRUST - GRANT          | HSA ~ Adams Bank & Trust 9/21/2026          | 2609000098 | 175.00           |
| 00-1-0805                              | HSA CONTRIBUTIONS                        | PINNACLE BANK - GRANT               | HSA ~ Pinnacle Bank 9/21/2026               | 2609000106 | 2,200.00         |
| 00-1-0805                              | HSA CONTRIBUTIONS                        | SANDHILLS STATE BANK                | HSA ~ Sandhills State Bank 9/21/2026        | 2609000107 | 175.00           |
| 00-1-0900                              | RETIREMENT CONTRIBUTIONS                 | AMERITAS, RETIREMENT PLANS DIVISION | Retirement 9/21/2026                        | 2609000100 | 7,349.55         |
| 00-1-1000                              | OASI--SOCIAL SECURITY                    | PINNACLE BANK                       | Fed Tax 9/21/2026                           | 2609000104 | 8,104.76         |
| <b>970 - MISCELLANEOUS Total</b>       |                                          |                                     |                                             |            | <b>37,692.37</b> |
| <b>100 - GENERAL Total</b>             |                                          |                                     |                                             |            | <b>68,430.13</b> |
| <b>Grand Total</b>                     |                                          |                                     |                                             |            | <b>68,430.13</b> |



## Board Preapproval Report

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:09/21/2026 - Check Date:09/21/2026

### 100 - GENERAL

| Account                                  | Description                        | Vendor                            | Invoice Description                        | Claim #    | Amount           |
|------------------------------------------|------------------------------------|-----------------------------------|--------------------------------------------|------------|------------------|
| <b>602 - CLERK</b>                       |                                    |                                   |                                            |            |                  |
| 00-2-1100                                | DATA PROCESSING                    | DAS STATEACCOUNTING-CENTRALFIN... | 560983 / 1538992, 560983 / 1538992, 56...  | 2609000116 | 150.00           |
| <b>602 - CLERK Total</b>                 |                                    |                                   |                                            |            | <b>150.00</b>    |
| <b>603 - TREASURER</b>                   |                                    |                                   |                                            |            |                  |
| 00-2-1100                                | DATA PROCESSING COSTS              | DAS STATEACCOUNTING-CENTRALFIN... | 560983 / 1538992, 560983 / 1538992, 56...  | 2609000116 | 276.00           |
| <b>603 - TREASURER Total</b>             |                                    |                                   |                                            |            | <b>276.00</b>    |
| <b>605 - ASSESSOR</b>                    |                                    |                                   |                                            |            |                  |
| 00-2-1102                                | COMPUTER PROGRAMMING SERVICE CALLS | DAS STATEACCOUNTING-CENTRALFIN... | 560983 / 1538992, 560983 / 1538992, 56...  | 2609000116 | 46.00            |
| <b>605 - ASSESSOR Total</b>              |                                    |                                   |                                            |            | <b>46.00</b>     |
| <b>608 - PLANNING &amp; ZONING</b>       |                                    |                                   |                                            |            |                  |
| 00-2-0200                                | TELEPHONE                          | VERIZON WIRELESS                  | 383046062-00001 / 6152653341, 38304...     | 2609000138 | 39.93            |
| 00-2-2500                                | CONSULTING FEE - ZONING REG UPDATE | WEST CENTRAL NE DEVELOPMENT DIST  | Perkins Co / PC-CP-01 (Final)              | 2609000139 | 17,500.00        |
| <b>608 - PLANNING &amp; ZONING Total</b> |                                    |                                   |                                            |            | <b>17,539.93</b> |
| <b>641 - BUILDING/GROUNDS</b>            |                                    |                                   |                                            |            |                  |
| 00-2-0503                                | HEATING FUELS                      | BLACK HILLS GAS DISTRIBUTION,LLC  | 4807 4606 50 / 08/05/2026 - 09/04/2026,... | 2609000110 | 282.40           |
| 00-2-1301                                | GROUNDS REPAIR                     | GOFF SERVICES                     | Perkins Co Courthouse / 2856               | 2609000120 | 315.08           |
| 00-2-1640                                | ELEVATOR REPAIR                    | TK ELEVATOR CORPORATION           | 8005016-US234283 / 3009751899              | 2609000137 | 471.84           |
| 00-2-1812                                | INSPECTION FEES                    | NEBRASKA STATE FIRE MARSHAL       | Perkins Co / 107460                        | 2609000127 | 120.00           |
| 00-3-0120                                | GROUNDS SUPPLIES                   | ENSZ HARDWARE                     | 33 / 48188, 49116, 49296, 116 / 49782      | 2609000118 | 180.88           |
| 00-3-0209                                | MACHINERY & EQUIPMENT FUEL         | FRENCHMAN VALLEY COOP             | 114322 / August 2026, 114321 / August ...  | 2609000119 | 49.93            |
| <b>641 - BUILDING/GROUNDS Total</b>      |                                    |                                   |                                            |            | <b>1,420.13</b>  |
| <b>645 - EXTENSION AGENT</b>             |                                    |                                   |                                            |            |                  |
| 00-2-1708                                | TRAVEL EXPENSES                    | FRENCHMAN VALLEY COOP             | 114322 / August 2026, 114321 / August ...  | 2609000119 | 73.36            |
| 00-3-0101                                | OFFICE SUPPLIES                    | EAKES OFFICE PLUS                 | 478253 / INV810600, 478253 / 9403073-0     | 2609000117 | 60.26            |
| 00-3-0101                                | OFFICE SUPPLIES                    | ENSZ HARDWARE                     | 33 / 48188, 49116, 49296, 116 / 49782      | 2609000118 | 22.44            |
| <b>645 - EXTENSION AGENT Total</b>       |                                    |                                   |                                            |            | <b>156.06</b>    |

## Board Preapproval Report

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:09/21/2026 - Check Date:09/21/2026

### 100 - GENERAL

| Account                                                | Description                  | Vendor                              | Invoice Description                       | Claim #    | Amount          |
|--------------------------------------------------------|------------------------------|-------------------------------------|-------------------------------------------|------------|-----------------|
| <b>651 - SHERIFF</b>                                   |                              |                                     |                                           |            |                 |
| 00-2-1100                                              | DATA PROCESSING              | PINNACLE BANK - OMAHA               | 00003764 -09/02/2026 - Ending 7961, 0...  | 2609000131 | 85.00           |
| 00-2-1100                                              | DATA PROCESSING              | THOMSON REUTERS-WEST                | 1005789059 / 854072329                    | 2609000136 | 200.00          |
| 00-2-1610                                              | PATROL VEHICLE MAINTENANCE   | FRENCHMAN VALLEY COOP               | 114322 / August 2026, 114321 / August ... | 2609000119 | 167.60          |
| 00-2-1610                                              | PATROL VEHICLE MAINTENANCE   | MAR'S SERVICE CENTER, INC           | Perkins Co Sheriff / 30057                | 2609000125 | 162.48          |
| 00-2-1610                                              | PATROL VEHICLE MAINTENANCE   | ROSS FAMILY AUTO PARTS, INC         | Perkins Co Sheriff / 2476-210707          | 2609000134 | 319.99          |
| 00-2-1700                                              | TRAVEL EXPENSES              | PINNACLE BANK - OMAHA               | 00003764 -09/02/2026 - Ending 7961, 0...  | 2609000131 | 38.08           |
| 00-2-1710                                              | WORKSHOP/CONVENTION EXPENSE  | BENCHMARK GOVERNMENT SOLUTION...    | Perkins Co Sheriff / 24670                | 2609000109 | 142.40          |
| 00-2-4442                                              | COMMUNICATIONS CENTER        | DAS STATE ACCOUNTING-CENTRAL FIN... | 2527654 / 1538993                         | 2609000115 | 266.50          |
| 00-3-0209                                              | EQUIPMENT--FUEL              | FRENCHMAN VALLEY COOP               | 114322 / August 2026, 114321 / August ... | 2609000119 | 2,410.35        |
| 00-3-0209                                              | EQUIPMENT--FUEL              | HI-LINE COOPERATIVE, INC.           | 102627 / August 2026                      | 2609000121 | 607.44          |
| <b>651 - SHERIFF Total</b>                             |                              |                                     |                                           |            | <b>4,399.84</b> |
| <b>653 - COMMUNICATIONS CENTER SERVICES FUND</b>       |                              |                                     |                                           |            |                 |
| 00-2-1100                                              | DATA PROCESSING              | PINNACLE BANK - OMAHA               | 00003764 -09/02/2026 - Ending 7961, 0...  | 2609000131 | 10.00           |
| <b>653 - COMMUNICATIONS CENTER SERVICES FUND Total</b> |                              |                                     |                                           |            | <b>10.00</b>    |
| <b>671 - JAIL</b>                                      |                              |                                     |                                           |            |                 |
| 00-2-1900                                              | BOARD OF PRISONERS           | KEITH COUNTY JAIL                   | Perkins Co Sheriff / 09/03/2026           | 2609000122 | 1,300.00        |
| <b>671 - JAIL Total</b>                                |                              |                                     |                                           |            | <b>1,300.00</b> |
| <b>693 - EMERGENCY MANAGEMENT</b>                      |                              |                                     |                                           |            |                 |
| 00-2-0200                                              | TELEPHONE SERVICES           | PINNACLE BANK - OMAHA               | 00003764 -09/02/2026 - Ending 7961, 0...  | 2609000131 | 111.94          |
| 00-2-1100                                              | DATA PROCESSING              | PINNACLE BANK - OMAHA               | 00003764 -09/02/2026 - Ending 7961, 0...  | 2609000131 | 119.88          |
| <b>693 - EMERGENCY MANAGEMENT Total</b>                |                              |                                     |                                           |            | <b>231.82</b>   |
| <b>701 - HWY SUPERINTENDENT</b>                        |                              |                                     |                                           |            |                 |
| 00-2-1710                                              | CONVENTION/WORKSHOP EXPENSES | NACO                                | Perkins Co Roads / 6aa3ed9f4368a          | 2609000126 | 330.00          |
| <b>701 - HWY SUPERINTENDENT Total</b>                  |                              |                                     |                                           |            | <b>330.00</b>   |
| <b>970 - MISCELLANEOUS</b>                             |                              |                                     |                                           |            |                 |
| 00-1-0807                                              | DEDUCTIBLE COVERAGE          | PINNACLE BANK - GRANT               | 42260000 / 09/08/2026, 42260000 / 09/1... | 2609000130 | 215.21          |
| 00-2-0200                                              | TELEPHONE SERVICES           | CENTURY LINK                        | 85434423 / 800394012                      | 2609000111 | 48.57           |

## Perkins County

Created 9/18/2026 11:18 AM



## Board Preapproval Report

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:09/21/2026 - Check Date:09/21/2026

### 100 - GENERAL

| Account                          | Description                         | Vendor                             | Invoice Description                         | Claim #    | Amount            |
|----------------------------------|-------------------------------------|------------------------------------|---------------------------------------------|------------|-------------------|
| <b>970 - MISCELLANEOUS</b>       |                                     |                                    |                                             |            |                   |
| 00-2-0200                        | TELEPHONE SERVICES                  | PINNACLE BANK - OMAHA              | 00003764 -09/02/2026 - Ending 7961, 0...    | 2609000131 | 168.92            |
| 00-2-0200                        | TELEPHONE SERVICES                  | VERIZON WIRELESS                   | 383046062-00001 / 6152653341, 38304...      | 2609000138 | 79.86             |
| 00-2-1100                        | DATA PROCESSING COSTS               | CPI TELECOM                        | 003-3229285-000 / 42926832                  | 2609000113 | 1,251.38          |
| 00-2-2401                        | DIST. CT. APT. COUNSEL - PUBLIC DEF | LAW OFFICE OF STEVEN E ELMSHAEUSER | Perkins Co District Cour / 15099 - 15100... | 2609000124 | 937.50            |
| 00-2-2401                        | DIST. CT. APT. COUNSEL - PUBLIC DEF | RITTENHOUSE LAW                    | Perkins Co Court / 00055                    | 2609000132 | 475.00            |
| 00-2-2401                        | DIST. CT. APT. COUNSEL - PUBLIC DEF | ROBERT S. HARVOY                   | Perkins Dist Ct / 7781, 7729, 7730, 1070... | 2609000133 | 2,682.01          |
| 00-2-2411                        | DIST. CT. ATY.- GUARDIAN AD LITEM   | ROBERT S. HARVOY                   | Perkins Dist Ct / 7781, 7729, 7730, 1070... | 2609000133 | 156.25            |
| 00-2-2412                        | COUNTY COURT APPOINTED COUNSEL      | LAW OFFICE OF STEVEN E ELMSHAEUSER | Perkins Co District Cour / 15099 - 15100... | 2609000124 | 2,187.50          |
| 00-2-2412                        | COUNTY COURT APPOINTED COUNSEL      | ROBERT S. HARVOY                   | Perkins Dist Ct / 7781, 7729, 7730, 1070... | 2609000133 | 106.25            |
| 00-2-2540                        | AUDIT COSTS                         | DANA F COLE & COMPANY, LLP         | 1287250 / 35057223                          | 2609000114 | 5,440.00          |
| 00-2-2601                        | DISTRICT COURT COSTS                | PERKINS CO SHERIFF                 | Perkins Co Attorney / 5682, Perkins Co ...  | 2609000128 | 18.50             |
| 00-2-2602                        | COUNTY COURT COSTS                  | PERKINS CO SHERIFF                 | Perkins Co Attorney / 5682, Perkins Co ...  | 2609000128 | 39.75             |
| 00-2-4426                        | HISTORICAL SOCIETY                  | SAVANNAH MILLER                    | Perkins Co Museum / 418338                  | 2609000135 | 490.00            |
| 00-2-9903                        | MISCELLANEOUS - LIBRARY BOOKS       | CITY OF GRANT                      | Perkins Co / 260428, Perkins Co / 09/09/... | 2609000112 | 2,000.00          |
| 00-2-9910                        | AIRLINE TAX                         | CITY OF GRANT                      | Perkins Co / 260428, Perkins Co / 09/09/... | 2609000112 | 77.54             |
| 00-2-9912                        | TOWING                              | KENT'S TOWING                      | Perkins Co Sheriff / 11896                  | 2609000123 | 340.00            |
| 00-7-0200                        | TRANSFERS OUT                       | PERKINS COUNTY ROAD FUND           | Perkins Co General Fund / FY 26-27 Trans    | 2609000129 | 250,000.00        |
| <b>970 - MISCELLANEOUS Total</b> |                                     |                                    |                                             |            | <b>266,714.24</b> |
| <b>100 - GENERAL Total</b>       |                                     |                                    |                                             |            | <b>292,574.02</b> |

### 200 - ROADS

| Account                       | Description               | Vendor                             | Invoice Description              | Claim #    | Amount    |
|-------------------------------|---------------------------|------------------------------------|----------------------------------|------------|-----------|
| <b>705 - ROAD DISTRICT #1</b> |                           |                                    |                                  |            |           |
| 00-2-0200                     | TELEPHONE SERVICES        | HIGHLINE                           | 00046681-9 / 11051642            | 2609000146 | 50.25     |
| 00-2-0200                     | TELEPHONE SERVICES        | VIAERO WIRELESS                    | 512652 / 08/28/2026 - 09/27/2026 | 2609000159 | 42.20     |
| 00-2-0501                     | LIGHTS                    | MIDWEST ELECTRIC COOPERATIVE CORP. | 41545002 / 41545                 | 2609000150 | 87.12     |
| 00-2-1300                     | BUILDING & GROUNDS REPAIR | BISHOP CONSTRUCTION                | Perkins Co Roads / 26-3356       | 2609000141 | 263.35    |
| 00-2-1300                     | BUILDING & GROUNDS REPAIR | LEIBBRANDT LUMBER, INC DBA         | 124643 / K77382                  | 2609000148 | 194.15    |
| 00-2-1400                     | ROAD EQUIPMENT REPAIR     | NMC, LLC                           | 5119000 / 08/31/2026             | 2609000151 | 31,134.03 |
| 00-2-1400                     | ROAD EQUIPMENT REPAIR     | REGIER EQUIPMENT CO, INC           | 04397 / 06/16/2026 - 09/01/2026  | 2609000155 | 3,546.49  |

**Perkins County**

Created 9/18/2026 11:18 AM



## Board Preapproval Report

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:09/21/2026 - Check Date:09/21/2026

### 200 - ROADS

| Account                             | Description                              | Vendor                              | Invoice Description                    | Claim #    | Amount           |
|-------------------------------------|------------------------------------------|-------------------------------------|----------------------------------------|------------|------------------|
| <b>705 - ROAD DISTRICT #1</b>       |                                          |                                     |                                        |            |                  |
| 00-2-1400                           | ROAD EQUIPMENT REPAIR                    | REGIER TRUCK SALES                  | Perkins Co Roads / 40043               | 2609000156 | 5,525.29         |
| 00-2-1751                           | DUES, SUBS, REGS, TRNG, FEES             | PERKINS CO TREASURER                | Perkins Co Roads / N7-3HDN-N5PD        | 2609000153 | 15.00            |
| 00-2-5018                           | LAB EXPENSES                             | MEDICAL ENTERPRISES INC             | Perkins Co Roads / 200007              | 2609000149 | 41.00            |
| 00-2-5018                           | LAB EXPENSES                             | PERKINS CO HEALTH SERVICES          | M000058 / 08/18/2026                   | 2609000152 | 571.00           |
| 00-3-0126                           | ROAD SUPPLIES                            | COUNTRY LOAD TRAILER SALES          | 101098 / 35888                         | 2609000142 | 79.90            |
| 00-3-0126                           | ROAD SUPPLIES                            | ENSZ HARDWARE                       | 52 / 47749, 47840, 48037, 48818        | 2609000144 | 29.36            |
| 00-3-0126                           | ROAD SUPPLIES                            | POTTS WELDING AND FABRICATION SE... | Perkins Co Roads / 1594                | 2609000154 | 986.20           |
| 00-3-0126                           | ROAD SUPPLIES                            | ROSS FAMILY AUTO PARTS, INC         | Perkins Co Roads / 08/31/2026          | 2609000157 | 340.60           |
| 00-3-0209                           | MACHINERY & EQUIPMENT FUEL               | AMERICAN ENERGY DELIVERY, INC       | Perkins Co Roads / 046929, 046983      | 2609000140 | 9,134.35         |
| 00-3-0209                           | MACHINERY & EQUIPMENT FUEL               | FRENCHMAN VALLEY COOP               | 114324 & 114327 / August 2026          | 2609000145 | 74.57            |
| 00-3-0211                           | MACHINERY & EQUIPMENT TIRE & TIRE REPAIR | EASTERN SKY INC                     | ES-1270 / GS 24793690                  | 2609000143 | 8,559.52         |
| 00-3-0211                           | MACHINERY & EQUIPMENT TIRE & TIRE REPAIR | FRENCHMAN VALLEY COOP               | 114324 & 114327 / August 2026          | 2609000145 | 223.36           |
| 00-3-0301                           | SIGNS & POSTS                            | J & A TRAFFIC PRODUCTS              | Perkins Co Roads / 42966               | 2609000147 | 347.00           |
| 00-5-0300                           | MACHINERY & EQUIPMENT                    | SANDHILLS STATE BANK                | 18438 / 09/14/2026, 18482 / 09/14/2026 | 2609000158 | 10,643.08        |
| <b>705 - ROAD DISTRICT #1 Total</b> |                                          |                                     |                                        |            | <b>71,887.82</b> |
| <b>200 - ROADS Total</b>            |                                          |                                     |                                        |            | <b>71,887.82</b> |

### 1000 - FAIR

| Account                  | Description             | Vendor                           | Invoice Description                  | Claim #    | Amount        |
|--------------------------|-------------------------|----------------------------------|--------------------------------------|------------|---------------|
| <b>855 - FAIR</b>        |                         |                                  |                                      |            |               |
| 00-2-0503                | HEATING FUEL            | BLACK HILLS GAS DISTRIBUTION,LLC | 4263002665 / 08/05/2026 - 09/04/2026 | 2609000160 | 266.40        |
| 00-2-1200                | MAINTENANCE AND REPAIRS | FRENCHMAN VALLEY COOP            | 114323 / August 2026                 | 2609000161 | 38.68         |
| 00-2-1200                | MAINTENANCE AND REPAIRS | GOFF SERVICES                    | Perkins Co Fair Board / 2858         | 2609000162 | 425.00        |
| 00-2-1200                | MAINTENANCE AND REPAIRS | HATCH'S SUPER FOODS, INC         | 000003524762 / 09/01/2026            | 2609000163 | 84.48         |
| 00-2-2000                | PRINTING AND PUBLISHING | HIGH PLAINS NEWS NORTH LLC       | 5543 / 49723                         | 2609000164 | 45.80         |
| <b>855 - FAIR Total</b>  |                         |                                  |                                      |            | <b>860.36</b> |
| <b>1000 - FAIR Total</b> |                         |                                  |                                      |            | <b>860.36</b> |

Perkins County

Created 9/18/2026 11:18 AM

**Board Preapproval Report**

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:09/21/2026 - Check Date:09/21/2026

**1000 - FAIR**

| Account | Description | Vendor | Invoice Description | Claim # | Amount |
|---------|-------------|--------|---------------------|---------|--------|
|---------|-------------|--------|---------------------|---------|--------|

**2500 - PUBLIC TRANSIT**

| Account                            | Description  | Vendor                           | Invoice Description                    | Claim #    | Amount          |
|------------------------------------|--------------|----------------------------------|----------------------------------------|------------|-----------------|
| <b>835 - PUBLIC TRANSIT</b>        |              |                                  |                                        |            |                 |
| 00-2-0200                          | TELEPHONE    | VERIZON WIRELESS                 | 383046062-00001 / 6152653341           | 2609000167 | 145.90          |
| 00-2-0503                          | HEATING FUEL | BLACK HILLS GAS DISTRIBUTION,LLC | 4262 0123 59 / 08/05/2026 - 09/04/2026 | 2609000165 | 65.20           |
| 00-3-0209                          | FUEL         | FRENCHMAN VALLEY COOP            | 114326 / August 2026                   | 2609000166 | 885.26          |
| <b>835 - PUBLIC TRANSIT Total</b>  |              |                                  |                                        |            | <b>1,096.36</b> |
| <b>2500 - PUBLIC TRANSIT Total</b> |              |                                  |                                        |            | <b>1,096.36</b> |

**5502 - AMBULANCE**

| Account                       | Description                        | Vendor                       | Invoice Description                       | Claim #    | Amount          |
|-------------------------------|------------------------------------|------------------------------|-------------------------------------------|------------|-----------------|
| <b>691 - AMBULANCE</b>        |                                    |                              |                                           |            |                 |
| 00-2-1200                     | MAINTENANCE AND REPAIRS            | FABER SIGNS                  | Perkins Co Ambulance / 2501               | 2609000169 | 644.05          |
| 00-2-1200                     | MAINTENANCE AND REPAIRS            | QUALITY DIESEL INC           | Perkins Co Amb / 000017686                | 2609000174 | 972.12          |
| 00-2-1751                     | DUES, SUBSCRIPTIONS, REGISTRATIONS | GRANT SUBURBAN FIRE DISTRICT | Perkins Co Ambulance / 08/11/2026         | 2609000171 | 2,279.75        |
| 00-2-1751                     | DUES, SUBSCRIPTIONS, REGISTRATIONS | MID PLAINS COMMUNITY COLLEGE | 147718, 147719 / 08/31/2026, 147720 / ... | 2609000173 | 1,995.00        |
| 00-3-0105                     | MEDICAL/HOSPITAL SUPPLIES          | HENRY SCHEIN,INC.            | 4369940 / 61542821                        | 2609000172 | 34.41           |
| 00-3-0115                     | AMBULANCE SUPPLIES                 | ENSZ HARDWARE                | 72 / 48390                                | 2609000168 | 15.99           |
| 00-3-0209                     | MACHINE/EQUIPMENT FUEL             | FRENCHMAN VALLEY COOP        | 114320 / August 2026                      | 2609000170 | 323.93          |
| <b>691 - AMBULANCE Total</b>  |                                    |                              |                                           |            | <b>6,265.25</b> |
| <b>5502 - AMBULANCE Total</b> |                                    |                              |                                           |            | <b>6,265.25</b> |

**5506 - TRANSFER AMBULANCE**

| Account                         | Description                 | Vendor                | Invoice Description                   | Claim #    | Amount |
|---------------------------------|-----------------------------|-----------------------|---------------------------------------|------------|--------|
| <b>691 - TRANSFER AMBULANCE</b> |                             |                       |                                       |            |        |
| 00-2-2547                       | TOWEL / CLEANING AGREEMENTS | RICK OCHSNER          | Perkins Co Ambulance / September 2026 | 2609000179 | 125.00 |
| 00-2-4408                       | AMBULANCE COSTS             | PINNACLE BANK - OMAHA | 00035892 - 09/01/2026 - Ending 5231   | 2609000178 | 352.88 |

**Perkins County**

Created 9/18/2026 11:18 AM



5506 - TRANSFER AMBULANCE

| Account                         | Description                   | Vendor                        | Invoice Description                 | Claim #    | Amount     |
|---------------------------------|-------------------------------|-------------------------------|-------------------------------------|------------|------------|
| 691 - TRANSFER AMBULANCE        |                               |                               |                                     |            |            |
| 00-3-0101                       | SUPPLIES--OFFICE              | DEAVER COMPUTER SERVICE 1,LLC | Perkins Co / 39347                  | 2609000176 | 132.98     |
| 00-3-0115                       | AMBULANCE SUPPLIES            | PINNACLE BANK - OMAHA         | 00035892 - 09/01/2026 - Ending 5231 | 2609000178 | 52.59      |
| 00-3-0209                       | MACHINE/EQUIPMENT FUEL        | AURORA COOPERATIVE            | 43312872 / August 2026              | 2609000175 | 829.92     |
| 00-3-0212                       | EQUIPMENT REPAIRS - AMBULANCE | FYR-TEK, INC                  | Grant Fire Department / S22688-9    | 2609000177 | 789.16     |
| 691 - TRANSFER AMBULANCE Total  |                               |                               |                                     |            | 2,282.53   |
| 5506 - TRANSFER AMBULANCE Total |                               |                               |                                     |            | 2,282.53   |
| Grand Total                     |                               |                               |                                     |            | 374,966.34 |





# NACO BENEFIT SERVICES

## YOUR PARTNER IN COUNTY EMPLOYEE BENEFITS

As stewards of taxpayer dollars, ensuring the well-being and satisfaction of your dedicated officials and staff is key. That's where NACO Benefit Services steps in, offering tailored solutions designed to meet the unique needs of counties across the state. NACO Benefit Services mission is to align with counties to assist in delivering efficient, cost-effective benefit services that alleviate administrative burdens and optimize resources. We understand the significant role benefits play in attracting and retaining employees, that in turn provides the continued success and growth of your county. NACO Benefit Services is available to assist counties with the ever-growing complexities of benefit management. Together, we are committed to providing quality benefits to all Nebraska counties.



## BENEFITS FOR ALL NACO POOL MEMBERS AT NO COST TO THE GROUP

- **Benefits to your employees:**
- \$15,000 life insurance with Double Indemnity for Law Enforcement
- Long-Term Disability up to \$1,500 a month with Buy-Up options
- Employee Assistance plan
- Identity Theft Protection plan
- Student Loan Forgiveness Program
- Medicare Assistance
- **Benefits to you:**
- COBRA Administration
- Benefits Enrollment Platform
- Assistance with Federal Filing Requirements

## ADVANTAGES

The pool retains rate stabilization tools ("guardrails") to minimize large year-over-year fluctuations.

The NACO pool continues to spread risk across members, helping maintain affordability and predictability and protecting groups from very large increases in any one year.

Premium dollars are used directly to pay claims, reinforcing plan value and efficiency. This is the lowest administrative cost structure possible for groups.

## PRODUCTS



- Health Reimbursement Arrangements
- Health Savings Accounts
- Cash In Lieu Options
- Section 125 Flexible Spending Accounts
- Supplemental Life Insurance Plans
- Medical Transportation Coverage



- Vision Insurance
- Senior Insurance Options
- Benefits Enrollment Platform
- Wellness Programs

## NEED TO EXPLORE OTHER OPTIONS

In addition to the Pool health and dental plans, NACO provides access to insurance plans outside of the Pool as well. If the Pool plan is not the right fit, we can shop for health plans from UnitedHealthcare, Aetna, Medica and Blue Cross direct. We can also bring you a variety of funding options for your health plan – fully insured, level-funded and self-funded.

## YOUR NACO BENEFIT SERVICES TEAM

**Judd Allen - Benefits Service Representative**  
judd.allen@nebraskacounties.org  
402-434-5660 x1231

**Jessica Witting - Benefits Specialist**  
jessica.witting@nebraskacounties.org  
308-280-2599 x2001

RECEIVED

SEP - 4 2026

PERKINS COUNTY CLERK  
GRANT, NE 69140



[www.nebraskacounties.org](http://www.nebraskacounties.org)

LEARN MORE







**Jessica Witting**

NACO Benefit Services Specialist

Office: 308-280-2599 ext 2001

Cell: 970-776-6835

102 Diamond Springs Trail  
Ogallala, Nebraska 69153

[jessica.witting@nebraskacounties.org](mailto:jessica.witting@nebraskacounties.org)  
[www.nebraskacounties.org](http://www.nebraskacounties.org)



## James Brueggeman

---

**From:** Karl Dietrich <kdietrich@jeo.com>  
**Sent:** Tuesday, September 8, 2026 7:58 AM  
**To:** Karl Dietrich  
**Subject:** Twin Platte NRD Hazard Mitigation Plan - Round 2 Meetings Invite  
**Attachments:** Twin Platte NRD HMP - Round 2 Meetings (Ogallala).ics; Twin Platte NRD HMP - Round 2 Meetings (North Platte).ics

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

To Whom It May Concern:

This letter is being sent to inform your jurisdiction that the second round of public meetings for the Twin Platte NRD to update its 2021 Hazard Mitigation Plan (HMP) will occur on October 13, 2026 (details below). The purpose of this meeting is to gather and review information, including updating and adding mitigation actions and reviewing previously collected data from the first round of public meetings.

An HMP is a community-driven plan that highlights local vulnerabilities to natural hazards and outlines mitigation strategies to lessen or eliminate these risks. Neighboring jurisdictions are encouraged to participate in the planning process by offering input or attending meetings, ensuring mitigation efforts suit the region and align with initiatives in nearby communities. The second round of public meetings can be attended in person or virtually:

**North Platte:** Tuesday, October 13, 3:00 pm CT at the Twin Platte NRD Office, 3021 E Philip Ave, North Platte, NE 69101

Or Join Online at: <https://us02web.zoom.us/j/84733141563>

**Ogallala:** Tuesday, October 13, 7:00 pm MT at the Ogallala Fire Hall, 409 E 2nd St, Ogallala, NE 69153

Or Join Online at: <https://us02web.zoom.us/j/87581626208>

The attached calendar invites can be saved to your calendar and include each meeting's details. Please RSVP to one of the meetings by contacting me at (402) 742-7213 or [kdietrich@jeo.com](mailto:kdietrich@jeo.com).

For more information, you can visit the project website at <https://jeo.com/twin-platte-nrd-regional-multi-hazard-mitigation-plan-update/>. We are looking forward to seeing you at the first round of meetings!

Sincerely,

**Karl Dietrich, AICP** | *Planner*

**d:** 402.742.7213 | **o:** 402.435.3080 | **e:** [kdietrich@jeo.com](mailto:kdietrich@jeo.com)

JEO Consulting Group | 2000 Q St Suite 500 | Lincoln, NE 68503



## PERKINS COUNTY

### NOTICE OF SPECIAL HEARING TO SET FINAL TAX REQUEST

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute 77-1632, that the governing body will meet on the 21st day of September 2026 at 10:00 AM at Perkins County Courthouse Commissioner's Room for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request at a different amount than the prior year tax request.

|                                                        | 2025             | 2026             | Change |
|--------------------------------------------------------|------------------|------------------|--------|
| Operating Budget                                       | 13,308,690.00    | 14,203,810.00    | 6.73%  |
| Property Tax Request                                   | 3,976,261.87     | 4,147,298.30     | 4.30%  |
| Valuation                                              | 1,729,157,536.00 | 1,837,607,868.00 | 6.27%  |
| Tax Rate                                               | 0.229954         | 0.225690         | -1.85% |
| Tax Rate if Prior Tax Request was at Current Valuation | 0.216383         |                  |        |

**Exhibit A-2**  
**INITIAL CUSTOMER SERVICE ORDER**

This Customer Service Order for Cybersecurity Services (the “**Cybersecurity CSO**”), dated as of September 8, 2026 (the “**Effective Date**”), is by and between Hamilton Information Systems, Inc. (“**Hamilton**”), and Perkins County, Nebraska (“**Customer**”) and is incorporated into the Master Services Agreement between Hamilton and Customer dated July 1, 2026 (the “**MSA**”). Capitalized terms not defined herein have the meaning given in the MSA. The Cybersecurity Services Addendum (the “**Addendum**”) is attached and made part of this Cybersecurity CSO. All capitalized terms not defined herein have the meanings given in the Addendum or MSA.

In consideration of and subject to the terms and conditions of the MSA and Addendum, Customer and Hamilton agree to the following terms as shown below.

**Project Name:** Cybersecurity Services

**Objective and Services**

Hamilton shall provide Customer a series of services to enhance their knowledge and understanding of cybersecurity awareness to educate their employees, decrease their risk of threat, and create their own internal policies.

**Project Scope**

Details regarding the scope of services and deliverables are provided in Appendix B.

**Work Product**

Details regarding the scope of services and deliverables are provided in Appendix B.

**Resources**

Hamilton will provide access to the necessary hardware, software platforms and tools required to perform the cybersecurity services outlined in this agreement, including but not limited to:

- Cybersecurity assessment tools
- Governance, Risk, and Compliance (GRC) documentation platform
- Secure file transfer and document sharing tools

**Project Management**

Hamilton’s Project Manager (PM) will initiate the engagement by establishing a timeline, assigning resources, and ensuring that Hamilton and its subcontractors are aligned on project details, risks, and mitigation strategies. A formal Project Kickoff Meeting with the Customer will be scheduled to confirm the specifics of the engagement, such as the timeline, introduce the project team, review expectations and goals, gather technical information, and clarify engagement parameters.



During the Assessment Phase of the project, the PM will provide weekly status reports to the Customer highlighting progress, risk, and issues.

At the end of the Assessment Phase, a Report Readout Meeting will be held with the Customer. The Report Readout Meeting will confirm that the Customer has received all final assessment reports, understands the findings from the Assessment Phase, and is aligned with the proposed Remediation Project Plan.

Throughout the remaining project phases, the PM will oversee Hamilton's internal resources to ensure timely task completion, support the Customer with ongoing grant-related needs, manage the delivery of project-related deliverables, and oversee formal project closure at the engagement's conclusion.

#### *Project Schedule and Changes*

Hamilton and the Customer will agree on a schedule based on project scope and resource availability. Timely access to customer personnel and information is critical to maintaining the schedule. Cancellations or rescheduling must be communicated in writing at least ten (10) business days before the start date to avoid a fee. If the Customer does not send written notice to Hamilton at least ten (10) business days prior to the project's original scheduled start date, Customer shall pay a nonrefundable cancellation/ rescheduling fee of the lesser of, twenty percent (20%) of the contract value or three thousand six hundred dollars (\$3,600). Customer shall reimburse Hamilton for all nontransferable/noncancelable travel expenses within thirty (30) days of rescheduling or cancelling the project.

#### *Engagement Assumptions and Expectation*

The following are Hamilton's, and its subcontractor's, assumptions and expectations for this engagement. Any variations may result in scope changes and additional charges.

- Customer will identify a single Point of Contact (POC) to manage communications and resolve project-related issues.
- All scoping information must be provided in advance of the project kickoff via the Pre-Engagement Worksheet, if applicable. Delays in providing required information may result in a Change Order and rescheduling.
- Customer is responsible for timely responses to requests for information and testing approvals, including those required for testing assets owned or managed by third parties.
- Hamilton, or its subcontractor, may use public cloud service providers to perform some or all, of the assessment. Any assessment activity performed by Hamilton, or its subcontractor, using cloud service provider infrastructure will be protected by industry standard security best practices in accordance with Hamilton's, and its subcontractor's, regulatory obligations.

- Customer will return Hamilton, or its subcontractor, provided hardware, if necessary, within two weeks of final report delivery. If the Customer cannot return the assessment hardware and all related accessories for any reason (e.g., lost, destroyed, etc.) in a timely fashion, Customer agrees to reimburse Hamilton a flat fee of \$1,500 to replace the device, accessories, container, and labor associated with the effort.
- Changing the engagement testing window(s) to after hours or weekend testing will necessitate a change order and incur additional cost.

### **Miscellaneous**

All required documentation will be provided as part of the project deliverables and is further detailed in Appendix B – Scope of Work and Deliverables.

### **Term**

This Agreement shall be for an initial term until April 30, 2027 (“Initial Term”). The Initial Term shall begin on the first day of the month following the date upon which commencement or installation of Services being purchased pursuant to this Agreement has been completed (“Initial Term Start Date”). It is acknowledged and agreed that Customer will pay Hamilton, in accordance with the terms of this Agreement, for any part or all of the Services provided prior to the Initial Term Start Date on a prorated basis. Notwithstanding the other terms and conditions herein, either Party may, either during the Initial Term or any Renewal Term, without cause, terminate this Agreement by providing ninety (90) days written notice to the other Party.

It is the intent of the Parties that if grant funding ends for services that will continue to have an ongoing monthly, quarterly, or annual expense the Client can terminate the services providing a thirty (30) day written notice to the other Party. The grant funding will cover expenses for twelve (12) months upon initiation of each service.

This Agreement shall renew automatically at the end of the Initial Term or any Renewal Term for a period of twelve (12) months (each a “Renewal Term”) unless Managed Service Provider or the Customer have terminated the Agreement in accordance with the conditions set forth herein.

### **Fee Structure**

The Parties agree that the amount to be paid by the Customer to Hamilton for the Services shall be the amount of \$86,050.00. This fee is a fixed price with three milestone payments mutually agreed upon by Hamilton and Customer. Fee structure is outlined in Appendix A.

**Contact Information**

- Customer invoice address: P.O. Box 156, Grant, NE 69140
- Customer primary contact: James Brueggeman, 308-352-7560, jbrueggeman@perkinscounty.ne.gov
- Customer secondary contact:
- Hamilton primary contact: Ed Uden, ed.uden@hamiltonisbusiness.com, (308) 468-6111

**Attachments and Other Documents Incorporated in the CSO**

- Appendix A – Pricing Structure
- Appendix B– Scope of Work and Deliverables
- Appendix C – End User License Agreement(s)
- Addendum

This CSO is subject to the attachments identified in this CSO. This CSO will be effective and become an integral part of and be incorporated in the MSA upon signature by authorized representatives of both Parties. This CSO supersedes any and all previous or contemporaneous agreements and understandings with respect to the subject matter of this CSO. The Parties agree to be bound by the terms of this CSO and the MSA.

In Witness Whereof, the Parties hereto have caused this CSO to be executed by their duly authorized representatives.

**“Customer”**

Perkins County, Nebraska

By \_\_\_\_\_

Name: \_\_\_\_\_

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

**“Hamilton”**

Hamilton Information Systems, Inc.

By \_\_\_\_\_

Name: \_\_\_\_\_

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



## **Appendix A– Pricing Structure**

### **Invoicing and Payment Terms**

- The Parties agree that the total fee to be paid by the Customer to Hamilton for the Services under this Project is \$86,050.00.
- This is a fixed-price agreement, with payment structured around three milestone-based installments.
- Each milestone payment will be made upon delivery of the applicable draft deliverable(s) following the successful completion of that milestone, as mutually agreed upon by both Parties.
- It is Customer's responsibility to apply for any grant reimbursement funds. The Customer enters into this agreement regardless of their eligibility for any grant funds and the contracted services will be delivered regardless of grant funding.

### **Executive Overview**

The monthly and non-recurring fees of the Managed Service Provider's Services are based upon the following factors:

1. Base program cost that includes monitoring of devices and software applications as identified below.
2. Cost of any assessment, review and/or initial setup fee incurred in the course of setting up Customer on Managed Service Provider's Services.
3. Managed Service Provider reserves the right to adjust monthly pricing based upon quantity and scope of Services provided without notice to the customer.

Managed Service Provider reserves the right to renegotiate or adjust rates based on additions to locations, hardware, software, hardware support requirements, and/or the Services as requested by Customer, upon thirty (30) day notice. Managed Service Provider shall be deemed to have provided such thirty (30) day notice of a change in rates and/or the Services by modifying the list of such Services and the rates on the monthly invoice. Customer has thirty (30) days from the date of the invoice to dispute any such change in Services or rates or to notify Managed Service Provider of its intent to alter or terminate one or more of the provided Services.

Customer is responsible for informing Managed Service Provider of changes to the number of devices within five (5) business days. The monthly pricing will be automatically updated with the addition of any new devices or software applications.

Customer agrees to the services and associated fees outlined below:

| Hamilton Cyber Assessment Solutions                    |     |             |                    |                  |
|--------------------------------------------------------|-----|-------------|--------------------|------------------|
| Products and Services                                  | Qty | Unit Rate   | Ext. Price         | Type             |
| Comprehensive External Penetration Testing (<20 hosts) | 1   | \$13,450.00 | \$13,450.00        | One -Time        |
| NIST CSF Gap Assessment                                | 1   | \$15,000.00 | \$15,000.00        | One -Time        |
| Internal Vulnerability Assessment                      | 1   | \$4,200.00  | \$4,200.00         | Annual Recurring |
| Risk Analysis Data Scan                                | 1   | \$400.00    | \$400.00           | Annual Recurring |
| <b>Cybersecurity Total</b>                             |     |             | <b>\$33,050.00</b> |                  |

| Hamilton Cyber Preparedness Solutions                  |     |             |                    |                  |
|--------------------------------------------------------|-----|-------------|--------------------|------------------|
| Products and Services                                  | Qty | Unit Rate   | Ext. Price         | Type             |
| Policy Templates                                       | 0   | \$1,500.00  | \$-                | One -Time        |
| IR & DR Policy/Plan Personalization and Implementation | 1   | \$14,250.00 | \$14,250.00        | One -Time        |
| Table Top Exercise                                     | 1   | \$3,750.00  | \$3,750.00         | Annual Recurring |
| <b>Preparedness Total</b>                              |     |             | <b>\$18,000.00</b> |                  |

| Hamilton Cyber Governance Solutions                     |     |           |                    |                   |
|---------------------------------------------------------|-----|-----------|--------------------|-------------------|
| Products and Services                                   | Qty | Unit Rate | Ext. Price         | Type              |
| GRC CSF Documentation Project Services (hourly service) | 80  | \$250.00  | \$20,000.00        | As Incurred       |
| GRC Hosting                                             | 1   | \$625.00  | \$625.00           | Monthly-Recurring |
| <b>Governance Total</b>                                 |     |           | <b>\$27,500.00</b> |                   |

| Hamilton Network Remediation Solutions |     |           |                   |           |
|----------------------------------------|-----|-----------|-------------------|-----------|
| Products and Services                  | Qty | Unit Rate | Ext. Price        | Type      |
| Hourly Labor                           | 50  | \$150.00  | \$7,500.00        | One -Time |
| <b>Remediation Total</b>               |     |           | <b>\$7,500.00</b> |           |

|                                  |                    |
|----------------------------------|--------------------|
| One Time (non-recurring) Charges | \$70,200.00        |
| Monthly Recurring Charges        | \$625.00           |
| Quarterly Recurring Charges      | \$-                |
| Annual Recurring Charges         | \$8,350.00         |
| <b>Total</b>                     | <b>\$86,050.00</b> |

**Other Applicable Charges (not covered in standardized managed services):**

- Additional project labor not covered by the pricing outlined above will be subject to billing at the corresponding hourly rate



## Appendix B – Scope of Work and Deliverables

### External Penetration Test

#### *Project Overview*

As part of this engagement, Hamilton, or its subcontractor, will evaluate the security of the following Customer environment components:

- Network Devices (routers, load balancers, etc.)
- Systems (servers and their associated services)
- Applications (web applications – unauthenticated)

Hamilton, or its subcontractor, follows industry best practice methodologies when performing penetration testing activities, including taking measures used to protect sensitive or privileged information and service interruption. Such methodologies include:

- [Open Source Security Testing Methodology Manual](#)
- [Open Web Application Security Project \(OWASP\) Testing Guide](#)
- [The National Institute of Standards and Technology \(NIST\) SP 800-115](#)

#### *Customer-Specified Flags to Capture*

If Customer has any specific objectives, aka “flags” (e.g., accessing a particular system or obtaining specific data), Hamilton, or its subcontractor, will provide an opportunity to define such success criteria during the engagement planning discussions and will make every attempt, within reason, to obtain the defined flags throughout the course of the engagement.

#### *Assessment Tools*

To conduct the penetration test, Hamilton, or its subcontractor, will use a combination of automated tools and manual testing techniques. Some of the automated tools it will leverage during assessments are:

| Representative Assessment Tools |                  |                                     |
|---------------------------------|------------------|-------------------------------------|
| Nmap                            | Tenable Nessus   | BloodHound                          |
| Burp Suite Pro                  | MITM6            | Impacket                            |
| Wireshark                       | PowerShell       | Responder                           |
| EyeWitness                      | Metasploit       | Maltego                             |
| Cobalt Strike                   | Kali Linux Suite | Custom tools and scripts, as needed |



### *External Penetration Test Scope*

The following tasks and parameters constitute the scope of the External Penetration Test:

| External Penetration Testing       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Thoroughness                       | Hamilton, or its subcontractor, will perform a time-boxed assessment.                                                                                                                                                                                                                                                                                                                                                                                                          |
| Vulnerability Analysis             | Automated and manual vulnerability analysis of network devices, systems, and applications for in-scope assets.                                                                                                                                                                                                                                                                                                                                                                 |
| Penetration Testing                | Manual and automated penetration testing against in-scope assets.                                                                                                                                                                                                                                                                                                                                                                                                              |
| Intelligence Gathering             | Open-Source Intelligence (OSINT) gathering to identify potentially damaging publicly available information.                                                                                                                                                                                                                                                                                                                                                                    |
| Web Applications                   | Cursory, unauthenticated web application analysis for encountered web applications.                                                                                                                                                                                                                                                                                                                                                                                            |
| Social Engineering                 | Out of scope.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Allowed Testing Window             | No Restrictions — Hamilton, or its subcontractor, will be allowed to test 24/7 during the mutually agreed testing period.                                                                                                                                                                                                                                                                                                                                                      |
| Assessment Location                | Remote                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Information Disclosure             | Semi-Blind                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Evasive Technique                  | Non-Evasive                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Flags / Objectives                 | Customer clearly will define any desired flags to be captured. Testing initially performed from the perspective of an unauthenticated user. If we obtain credentials via penetration testing, we may leverage these credentials to attempt to pivot to other systems. If Customer desires testing from alternate perspectives (i.e., specific roles or users), Hamilton, or its subcontractor, will perform additional testing using the supplied credentials, as time allows. |
| Role-Based / Authenticated Testing |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Sensitive / Fragile Hosts          | Customer will provide a list of all fragile hosts and hosts to exclude from assessment before the external assessment commences.                                                                                                                                                                                                                                                                                                                                               |
| Remediation Verification           | In scope — up to 30 days after delivering the initial Draft Report.                                                                                                                                                                                                                                                                                                                                                                                                            |

### *Remediation Verification*

If in scope, Hamilton, or its subcontractor, will provide a single round of remediation verification of the same scope. This verification will confirm successful remediation of previously identified findings from the initial assessment, excluding Social Engineering. Hamilton, or its subcontractor, will conduct verification against the same environments and parameters used in the original assessment. Any changes will require a Change Order and may incur additional fees.



### *Time-Boxed Testing*

In a time-boxed engagement, the amount of time dedicated to testing is predetermined to be a fixed amount. Time-boxed testing is appropriate when the amount of calendar time to test the scope is limited, the scope is composed of many duplicated instances relying on the same underlying platform components, or the technology and composition of the scope is not fully known at the time of scoping. During a time-boxed engagement, Hamilton, or its subcontractor, will prioritize testing to assess the most sensitive portions and functions of the scope. This prioritization is based on the tester's professional experience, knowledge, and understanding of the exposed attack surface of the scope as well as the Customer's input. For duplicated or redundant functionality, we may employ random sampling to provide appropriate coverage.

Please note that the hours specified for time-boxed testing only pertain to the actual assessment hours; project management, quality assurance, technical oversight, reporting, and other supporting activities make up a significant portion of the overall engagement. These supporting activities are included in the overall price, but are performed in addition to the assessment hours specified.

### *Deliverables*

Hamilton, or its subcontractor, will prepare a dedicated deliverable at the end of each assessment (e.g., if two services are performed, Hamilton, or its subcontractor, will prepare two reports). Each deliverable will include the following primary sections, in addition to supporting information:

- **Executive Overview Section** – Provides an overview of the information contained within the Technical Analysis section. Hamilton, or its subcontractor, develops the Executive overview section for Customer's management personnel to provide a high-level analysis of the work performed, identified findings, and recommendations to improve Customer's security posture.
- **Technical Analysis Section** – Provides detailed information regarding work performed, identified findings, and recommendations to improve Customer's security posture. The Technical Analysis Section provides Customer's technical personnel with ready access to detailed results including identified findings, evidence, associated risk level, estimated remediation effort, attack/verification steps, remediation information, and vulnerable hosts.

The deliverable(s) describe the work performed, details the risk rating (high, medium, and low) of the identified findings, provides remediation steps, and includes any additional recommendations to improve security. During the Reporting Phase, Hamilton, or its subcontractor, will issue a draft deliverable to Customer's technical point of contact (POC) for review. If Hamilton, or its subcontractor, performs a post-assessment remediation verification, the status of the original findings will be updated in a separate deliverable with remediation verification results for Customer technical POC.

When appropriate, Hamilton, or its subcontractor, will incorporate Customer's comments and any mitigating factors associated with identified findings into the final deliverables. The Reporting Phase ensures the value of the engagement by providing a deliverable that clearly presents actionable recommendations to enhance Customer's security posture.

## **Cybersecurity Gap Assessment**

### *Project Overview*

As part of this engagement, Hamilton, or its subcontractor, will assess the Customer's current cybersecurity program and practices against the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). This evaluation will identify gaps, assess risk management effectiveness, and provide actionable recommendations for improving the Customer's cybersecurity program.

Hamilton, or its subcontractor, follows industry best practice methodologies when conducting framework-based assessments, including the use of structured risk and control mapping approaches aligned with:

- NIST Cybersecurity Framework (CSF) – Version 1.1 or later
- NIST Special Publications 800-53 and 800-30
- CIS Critical Security Controls

### *CSF Assessment Scope*

The following activities constitute the scope of the NIST CSF Gap Assessment:

#### **Organizational Engagement and Pre-Assessment Activities**

- Conduct engagement kickoff with Customer stakeholders
- Review relevant organizational materials including policies, procedures, and system documentation
- Conduct stakeholder interviews to understand existing cybersecurity governance, risk practices, and IT/OT environments
- Review program maturity and organizational goals

#### **Risk-Based Prioritization and Recommendations**

- Analyze the impact and likelihood of each identified gap
- Prioritize findings based on risk exposure and organizational context
- Develop tailored remediation recommendations with actionable next steps
- Provide strategic guidance for future program improvements and roadmap alignment with NIST CSF maturity tiers



### *Deliverables*

Hamilton, or its subcontractor, will prepare a dedicated deliverable that includes:

**Executive Overview Section** - A high-level summary of the assessment results, including identified cybersecurity strengths, priority gaps, and strategic recommendations. This section is intended for senior leadership and stakeholders.

**Technical Analysis Section** - Detailed mapping of current cybersecurity posture against NIST CSF subcategories, including:

- Documented gaps and risk prioritization
- Analysis of control deficiencies and their potential impact
- Remediation recommendations and estimated implementation effort
- Supporting evidence from policy review and stakeholder interviews

When appropriate, Hamilton, or its subcontractor, will incorporate Customer's feedback and context into the final report. This report provides both strategic direction and tactical insights to guide cybersecurity program improvement.

### *Engagement Parameters*

| Parameter                 | Details                                                               |
|---------------------------|-----------------------------------------------------------------------|
| Assessment Type           | Framework-Based Gap Assessment                                        |
| Framework Reference       | NIST Cybersecurity Framework (CSF) v1.1 or later                      |
| Assessment Window         | Standard Business Hours (unless otherwise arranged)                   |
| Assessment Location       | Remote (unless otherwise agreed upon)                                 |
| Customer Participation    | Required for stakeholder interviews and document provision            |
| Role-Based Testing        | Not applicable                                                        |
| Remediation Verification  | Out of scope (available via separate agreement if requested)          |
| Fragile/Sensitive Systems | Customer to provide list of systems or areas to exclude if applicable |
| Confidentiality           | All findings treated as confidential per terms of contract            |

## **Internal Vulnerability Assessment (IVA)**

### *Project Overview*

This is a one-time engagement where risk analytics software is deployed to discover the vulnerabilities that reside on the Customer network from a patch management standpoint. The Customer will receive a one-time report that details which machines have



vulnerabilities. Remediation efforts can be completed by Customer or by Service Provider at the current hourly billable labor rate.

#### *Customer-Specified Flags to Capture*

If Customer has any specific objectives, aka “flags” (e.g., accessing a particular system or obtaining specific data), Hamilton, or its subcontractor, will provide an opportunity to define such success criteria during the engagement planning discussions and will make every attempt, within reason, to obtain the defined flags throughout the course of the engagement.

#### *Assessment Tools*

To conduct the Internal Vulnerability Assessment (IVA), Hamilton, or its subcontractor, will use a combination of automated tools and manual testing techniques. Some of the automated tools it will leverage during assessments are:

| Representative Assessment Tools (Potential Programs Used) |                  |                                     |
|-----------------------------------------------------------|------------------|-------------------------------------|
| Nmap                                                      | Tenable Nessus   | BloodHound                          |
| Burp Suite Pro                                            | MITM6            | Impacket                            |
| Wireshark                                                 | PowerShell       | Responder                           |
| EyeWitness                                                | Metasploit       | Maltego                             |
| Cobalt Strike                                             | Kali Linux Suite | Custom tools and scripts, as needed |

#### *Internal Vulnerability Assessment (IVA) Scope*

The following tasks and parameters constitute the scope of the Internal Vulnerability Assessment (IVA):

| Internal Vulnerability Assessment (IVA) |                                                                                                                                  |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Thoroughness                            | Hamilton, or its subcontractor, will perform a time-boxed assessment.                                                            |
| Vulnerability Analysis                  | Automated and manual vulnerability analysis of network devices, systems, and applications for in-scope assets                    |
| Web Applications                        | Cursory, unauthenticated web application analysis for encountered web applications.                                              |
| Allowed Testing Window                  | No Restrictions — Hamilton, or its subcontractor, will be allowed to test 24/7 during the mutually agreed testing period.        |
| Assessment Location                     | Remote                                                                                                                           |
| Information Disclosure                  | Semi-Blind                                                                                                                       |
| Evasive Technique                       | Non-Evasive                                                                                                                      |
| Sensitive / Fragile Hosts               | Customer will provide a list of all fragile hosts and hosts to exclude from assessment before the external assessment commences. |
| Remediation Verification                | In scope — up to 30 days after delivering the initial Draft Report.                                                              |



### *Remediation Verification*

If in scope, Hamilton, or its subcontractor, will provide a single round of remediation verification of the same scope. This verification will confirm successful remediation of previously identified findings from the initial assessment, excluding Social Engineering. Hamilton, or its subcontractor, will conduct verification against the same environments and parameters used in the original assessment. Any changes will require a Change Order and may incur additional fees.

### *Time-Boxed Testing*

In a time-boxed engagement, the amount of time dedicated to testing is predetermined to be a fixed amount. Time-boxed testing is appropriate when the amount of calendar time to test the scope is limited, the scope is composed on many duplicated instances relying on the same underlying platform components, or the technology and composition of the scope is not fully known at the time of scoping. During a time-boxed engagement, Hamilton, or its subcontractor, will prioritize testing to assess the most sensitive portions and functions of the scope. This prioritization is based on the tester's professional experience, knowledge, and understanding of the exposed attack surface of the scope as well as the Customer's input. For duplicated or redundant functionality, we may employ random sampling to provide appropriate coverage.

Please note that the hours specified for time-boxed testing only pertain to the actual assessment hours; project management, quality assurance, technical oversight, reporting, and other supporting activities make up a significant portion of the overall engagement. These supporting activities are included in the overall price but are performed in addition to the assessment hours specified.

### *Deliverables*

Hamilton, or its subcontractor, will prepare a dedicated deliverable at the end of each assessment (e.g., if two services are performed, Hamilton, or its subcontractor, will prepare two reports). Each deliverable will include the following primary sections, in addition to supporting information:

- Executive overview Section – Provides an overview of the information contained within the Technical Analysis section. Hamilton, or its subcontractor, develops the Executive overview section for Customer's management personnel to provide a high-level analysis of the work performed, identified findings, and recommendations to improve Customer's security posture.
- Technical Analysis Section – Provides detailed information regarding work performed, identified findings, and recommendations to improve Customer's security posture. The Technical Analysis Section provides Customer's technical personnel with ready access to detailed results including identified findings, evidence, associated risk level, estimated remediation effort, attack/verification steps, remediation information, and vulnerable hosts.



The deliverable(s) describe the work performed, details the risk rating (high, medium, and low) of the identified findings, provides remediation steps, and includes any additional recommendations to improve security. During the Reporting Phase, Hamilton, or its subcontractor, will issue a draft deliverable to Customer's technical point of contact (POC) for review. If Hamilton, or its subcontractor, performs a post-assessment remediation verification, the status of the original findings will be updated in a separate deliverable with remediation verification results for Customer technical POC.

When appropriate, Hamilton, or its subcontractor, will incorporate Customer's comments and any mitigating factors associated with identified findings into the final deliverables. The Reporting Phase ensures the value of the engagement by providing a deliverable that clearly presents actionable recommendations to enhance Customer's security posture.

## **Data Risk Analysis**

### *Project Overview*

A software-based assessment is completed to discover sensitive data within the customer network.

### *State of Work (SOW)/Scope*

Software-based assessment for types of personal data such as credit card numbers, social security numbers, and more utilizing preconfigured rules.

### *Deliverables*

A comprehensive report summarizing the assessment's findings.

## **Incident Response (IR) & Disaster Recovery (DR) Personalization and Implementation**

### *Project Overview*

As part of this engagement, Hamilton, or its subcontractor, will work collaboratively with the Customer to customize, refine, and implement Incident Response (IR) and Disaster Recovery (DR) policies and plans. This engagement focuses on tailoring those materials to the Customer's unique organizational environment, operational needs, and applicable regulatory obligations. This service is delivered under a fixed-fee agreement.

### *State of Work (SOW)/Scope*

The following tasks and parameters constitute the scope of this engagement:

#### **Policy and Plan Personalization**

- Facilitate working sessions to gather organization-specific information, roles, technologies, and response procedures.

- Customize templates into finalized documents reflecting the Customer's structure, risk profile, and available resources.

#### Implementation Support

- Assist with integrating finalized IR and DR policies and plans into Customer operations.
- Provide guidance on communication protocols, escalation paths, and documentation practices.
- Identify gaps in incident preparedness and advise on operational improvements to support execution of the plans.

#### Stakeholder Collaboration

- Conduct planning meetings and information-gathering interviews with designated personnel.
- Align final deliverables with Customer priorities, technical environments, and compliance requirements.
- Educate key stakeholders on their responsibilities within the IR and DR programs.

#### *Deliverables*

##### Finalized IR and DR Policy Documents

- Fully customized and finalized Incident Response Policy
- Fully customized and finalized Disaster Recovery Policy

##### Finalized IR and DR Plan Documents

- Fully customized and finalized Incident Response Plan
- Fully customized and finalized Disaster Recovery Plan

#### Implementation Summary and Guidance

- Supporting documentation outlining recommended implementation steps
- Summary of stakeholder inputs and key assumptions made in the personalization process

#### *Engagement Parameters*

| Parameter                | Details                                                           |
|--------------------------|-------------------------------------------------------------------|
| Engagement Type          | Fixed-Fee Implementation Support                                  |
| Scope                    | Incident Response and Disaster Recovery Policy/Plan Customization |
| Assessment Window        | Standard Business Hours (unless otherwise arranged)               |
| Location                 | Remote or On-site (as agreed)                                     |
| Customer Participation   | Required – key stakeholders and subject matter experts            |
| Remediation Verification | Out of scope                                                      |
| Sensitive Information    | All information treated as confidential per contract terms        |



## **Tabletop Exercise**

### *Project Overview*

As part of this engagement, Hamilton, or its subcontractor, will conduct a scenario-based tabletop exercise designed to evaluate and improve the effectiveness of the Customer's Incident Response (IR) and Disaster Recovery (DR) plans. This exercise will promote stakeholder collaboration, uncover operational gaps, and build confidence in the organization's response capabilities during real-world incidents.

Hamilton will provide realistic cyber and/or physical incident scenarios, facilitate structured discussion, and guide participants through simulated events. The tabletop exercise is intended to be discussion-based, not a technical test, and will explore how current policies, procedures, and personnel would respond in a coordinated manner.

### *State of Work (SOW)/Scope*

The following tasks and parameters constitute the scope of the Tabletop Exercise:

#### **Pre-Engagement Activities**

- Conduct a planning session to identify key stakeholders and customize scenarios.
- Review existing IR and DR documentation for alignment with exercise objectives.
- Develop customized scenarios tailored to the Customer's sector and risk profile.

#### **Exercise Facilitation**

- Facilitate a structured tabletop exercise session.
- Guide discussion around scenario progression, stakeholder roles, and response decision-making.
- Encourage participants to reference and utilize existing plans, playbooks, and procedures.

#### **Post-Exercise Review and Recommendations**

- Conduct a hotwash session with participants to gather observations and lessons learned.
- Identify procedural or coordination gaps in current IR/DR plans.
- Provide strategic recommendations to improve preparedness and incident response maturity.

### *Deliverables*

Hamilton, or its subcontractor, will prepare a final deliverable that includes:

#### **Tabletop Exercise Final Report**

- A comprehensive report documenting:
  - Hour-by-hour progression of the exercise scenario.
  - Key response actions and decisions made.
  - Observations of policy and communication effectiveness.



- Identified strengths and opportunities for improvement.
- Strategic and tactical recommendations.

#### *Engagement Parameters*

| Parameter                | Details                                                       |
|--------------------------|---------------------------------------------------------------|
| Exercise Type            | Tabletop (discussion-based)                                   |
| Scenario Type            | Customized cybersecurity and/or operational incident scenario |
| Assessment Window        | Standard Business Hours (unless otherwise arranged)           |
| Location                 | Remote or On-site (as agreed)                                 |
| Customer Participation   | Required – key stakeholders, IR/DR personnel, and leadership  |
| Parameter                | Details                                                       |
| Remediation Verification | Out of scope                                                  |
| Sensitive Information    | All information treated as confidential per contract terms    |

### **NIST CSF Customized Control Documentation**

#### *Project Overview*

Develop and implement customized documentation for NIST CSF controls tailored to the specific needs and context of the organization(s). By creating documentation, the Customer aims to enhance the clarity, relevance, and practicality of NIST CSF controls, ensuring a seamless integration with their existing processes and systems.

#### *State of Work (SOW)/Scope*

The project scope encompasses the following key components:

- Customization of NIST CSF Controls:
  - Analyzing existing NIST CSF controls in the context of the existing structure and operations.
  - Customize control documentation to align with organizational processes and risk profiles.
- Mapping Controls to Organizational Assets:
  - Identify and map NIST CSF controls to specific organizational assets and information systems.
  - Ensure an understanding of how controls apply to distinct elements within the organization.
- Integration with Existing Policies and Procedures:
  - Align customized control documentation with existing organizational policies and procedures.
  - Ensure seamless integration to avoid duplication and conflict.
- Tailored Risk Assessment Criteria:

- Develop customized criteria for risk assessments that reflect the unique risk landscape of the organization.
- Integrate these criteria into the documentation to provide a holistic risk management approach.

#### *Deliverables*

Create tailored documentation for each NIST CSF control which includes specific language, examples, and guidelines relevant to the organization. The documentation process includes thorough reviews with key stakeholders to validate the customized documentation and ensure that feedback is incorporated to enhance clarity and applicability.

### **Cyber Governance, Risk, And Compliance (GRC) Hosting**

#### *Project Overview*

Primary objective is to enhance the efficiency and effectiveness of reporting and auditing processes related to the NIST CSF. Leveraging Hamilton's Governance, Risk, and Compliance (GRC) software solution, the project aims to streamline data collection, analysis, and reporting, ensuring a comprehensive and real-time view of cybersecurity controls adherence and risk management within the organization.

#### *State of Work (SOW)/Scope*

The project scope encompasses the following key components:

- Requirements Analysis:
  - Identify reporting and auditing requirements specific to the Customer.
  - Identify specific needs and functionalities required from the GRC software.
- Implementation of GRC software:
  - Implement Hamilton's GRC software solution with customization to meet NIST CSF reporting requirements.
- Data Migration and Integration:
  - Migrate relevant data into the GRC software.
- Automation Configuration:
  - Configure the GRC software to automate reporting and auditing processes.
  - Establish rules and workflows to streamline data collection, analysis, and timestamped customer approvals.
- Training:
  - Conduct training sessions for relevant personnel on the use of the GRC software.

#### *Deliverables*

Documentation of compliance with NIST CSF controls inside the GRC software.

The third project goal consists of implementing cyber governance solutions to achieve NIST CSF compliance. These solutions include:



- NIST CSF Customized Control Documentation
- Implementation of GRC Software

The objectives of implementing cyber governance solutions include:

- Develop and implement customized documentation for NIST CSF controls tailored to the specific needs and context of the organizations. By creating documentation, the Customer aims to enhance the clarity, relevance, and practicality of NIST CSF controls, ensuring a seamless integration with their existing processes and systems.
- Implement Hamilton's GRC software to enhance the efficiency and effectiveness of reporting and auditing processes related to the NIST CSF. This software will streamline data collection, analysis, reporting, and will ensure a comprehensive and real-time view of cybersecurity controls adherence and risk management within the organization.

The outcomes of cyber governance solutions include:

- Create documentation that is customized to the organization's needs and aligns with organizational specifics for effective cybersecurity risk management.
- Integration of customized CSF control documentation into existing processes, feedback from stakeholders, and improved clarity and applicability of cybersecurity controls.
- Implementation of GRC software to gain efficiency and streamlined reporting and auditing processes related to NIST CSF.

## **Network Remediation Solutions/Consultation Services**

### *Project Overview*

Remediation is a structured approach to identifying and mitigating the IT security threats identified in the comprehensive cybersecurity assessment(s) (e.g., the External Penetration Test and/or Internal Vulnerability Assessment). Remediating these threats will minimize risk and improve overall security for Customer.

### *Statement of Work (SOW)/Scope*

- Based on the assessment results, a customized remediation strategy is developed to prioritize and address the identified vulnerabilities effectively.
- This will include working closely with the organization's IT teams to implement robust security measures and complete all tasks necessary to improve network security and comply with recommendations outlined in the cybersecurity assessments.
- Expert labor resources will be allocated to remediate vulnerabilities.

### *Deliverables*

- A phased project plan outlining the identified vulnerabilities, current risk, responsible party, status, and steps for remediation. This plan will be based upon the findings of the External Penetration Test (EPT) and/or Internal Vulnerability Assessment (IVA).



- Note: A designated number of expert labor resources have been allocated for the remediation of vulnerabilities which will be addressed in order of importance/criticality. Depending on the extent of the remediation work necessary, it may be possible that additional hours of expert labor are needed. If this situation occurs, Customer will work with Hamilton to pursue additional funding options to continue remediation work.
- Project documentation detailing steps taken to address remediation of identified vulnerabilities.
- Final project detail report provided upon project completion.

### **Appendix C– End User License Agreement**

By agreeing to contract for this service, Customer accepts and agrees to the following applicable Program Certificates and End User License Agreement(s) (EULA):

Which can be found at the following URLs:

- [https://cloud.vciotoolbox.com/public/terms\\_of\\_use.php](https://cloud.vciotoolbox.com/public/terms_of_use.php)

## CYBERSECURITY SERVICES ADDENDUM

This Cybersecurity Services Addendum (this “**Addendum**”) is incorporated into the Cybersecurity CSO. Capitalized terms not defined herein have the meaning given in the Cybersecurity CSO or MSA. Each of Hamilton and Customer are a “**Party**” and together the “**Parties**”. In the event of any conflict between this Addendum and the MSA, this Addendum shall control.

### 1. Provision of Cybersecurity Services

1.1 Cybersecurity Services. This Addendum applies to any Cybersecurity services agreed by the Parties in a Customer Service Order issued under the MSA (such services the “**Cybersecurity Services**” and such Customer Service Order the “**Cybersecurity CSO**”). The execution of the Cybersecurity CSO is a prerequisite to Hamilton providing, and Customer receiving, any Cybersecurity Services.

1.2 Hours. Unless otherwise agreed in the applicable Cybersecurity CSO, Hamilton shall provide the Cybersecurity IT Services during Hamilton’s normal business hours (8am – 5pm CST).

### 2. Term and Termination

2.1 Term. This Addendum shall commence on the effective date of the applicable Cybersecurity CSO and continue for the duration of such Cybersecurity CSO.

2.2 Termination for Cause. For the avoidance of doubt, any breach of this Addendum will be grounds for Default under the MSA potentially entitling the non-breaching Party to terminate.

2.3 Suspension and Termination for Non-Payment. Notwithstanding anything to the contrary in this Addendum, Hamilton may suspend the Cybersecurity Services if Customer fails to pay any amount when due hereunder and such failure continues for fourteen (14) days after Customer’s receipt of written notice of non-payment. If the non-payment continues for more than thirty (30) days after Hamilton’s written notice, Hamilton may terminate the applicable Cybersecurity CSO immediately on notice to Customer.

2.4 Effect of Termination. Upon termination of this Addendum, any Cybersecurity CSO, or the MSA: (a) Hamilton will cease providing the Cybersecurity Services; and (b) all hardware and software installed by Hamilton that was required to conduct the Cybersecurity Services shall be the property of Hamilton and will be surrendered and returned to Hamilton.

### 3. Customer Obligations

3.1 Condition of Network. As a condition precedent to receiving the Cybersecurity Services, Customer’s network, infrastructure, and technical environment intended to receive the Cybersecurity Services (the “**Network**”) must be in good working order and satisfy any technical prerequisites identified in writing by Hamilton.



3.2 Working Environment. Customer shall provide adequate workspace, heat, light, ventilation, electric current and outlets, and connectivity as necessary for Hamilton to deliver the Cybersecurity Services.

3.3 Access. Customer shall provide to Hamilton and its representatives full remote access to the Customer Network, through a method satisfactory to Hamilton (e.g. a remote persistent VPN connection), so as to enable Hamilton to provide the Cybersecurity Services.

3.4 Notification of Network Events. Customer shall promptly notify Hamilton of any events or incidents that could adversely impact the Cybersecurity Services or Hamilton's ability to provide the Cybersecurity Services.

3.5 Outside Maintenance to Network. Except as otherwise agreed in a Cybersecurity CSO or otherwise by Hamilton in writing, if Customer allows any access or service to be conducted on the Network which results in negative Network performance, the remediation of such negative performance will not be covered by the fees as documented in the Cybersecurity CSO, and if remediation or repair of the Network is requested to be performed by Hamilton, Customer will be billed according to Hamilton's labor rates as outlined in the Cybersecurity CSO. Customer shall promptly inform Hamilton of any modification, installation, or service performed on the Network by individuals not employed or authorized by Hamilton that may impact the Cybersecurity Services.

3.6 Customer Contract Manager. Customer shall designate in the applicable Cybersecurity CSO one of its employees to serve as its primary contact with respect to this Addendum and to act as its authorized representative with respect to matters pertaining to this Addendum (the "**Customer Contract Manager**"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed. Customer may choose to provide a secondary contact, who will be able to act as Customer Contract Manager for the Customer as well. Whenever possible, the Customer Contract Manager shall be present when Hamilton is on-site. Customer will give Hamilton at least thirty (30) days' advanced written notice of the appointment of any new Customer Contract Manager. Customer will require that the Customer Contract Manager respond promptly to any reasonable requests from Hamilton for instructions, information, or approvals required by Hamilton to provide the Cybersecurity Services.

3.7 General Cooperation and Consents. Customer will cooperate with Hamilton in its performance of the Cybersecurity Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Hamilton to provide the Cybersecurity Services. Further, Customer will take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Hamilton's provision of the Cybersecurity Services.

#### **4. Service Sites and Inspection**

4.1 Service Sites. Hamilton will provide the Cybersecurity Services only at the specific sites identified in the Cybersecurity CSO ("**Service Sites**"). The initial Service Sites will be set forth in the applicable Cybersecurity CSO. If the Customer desires to relocate, add or remove

Service Sites, Customer shall give appropriate notice to Hamilton of its intention to relocate sixty (60) days in advance. Hamilton reserves the right to renegotiate service terms with respect to any relocation and/or addition of Service Sites by Customer. Such right includes the right to refuse to provide the Cybersecurity Services to the Network at the relocation and/or new Service Site. Customer is responsible for informing Hamilton of any remote or alternate users and/or sites as well any standby, spare, or travel devices that are desired to be covered under this Addendum.

4.2 Initial Inspection. Hamilton reserves the right to inspect the Network and any Service Site upon the commencement of the Initial Term of the applicable Cybersecurity CSO for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network (an “**Initial Inspection**”). Unless otherwise agreed by the Parties, the Initial Inspection shall be charged against Customer’s account using Hamilton’s standard hourly billing rates as outlined in the applicable Cybersecurity CSO.

## **5. Service Limitations; Data Security**

5.1 Service Limitations. Without limitation to any other terms and conditions set forth in this Addendum or the MSA, the following service and support limitations shall apply:

(a) Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this Addendum, unless otherwise set for in the Cybersecurity CSO.

(b) Unless otherwise set forth in the Cybersecurity CSO, all server, network device and software upgrades are outside the scope of this Addendum.

(c) Manufacturer warranty parts and labor or services are outside the scope of this Addendum.

(d) Periodic reboots for devices such as firewalls, routers, and servers are required to apply or activate critical update patches and configuration changes. The Cybersecurity Services are predicated upon the Customer’s support and commitment to providing time and scheduling for network device reboots with its staff and/or users support.

(e) Application software support is limited to the manufacturer’s products identified in the applicable Cybersecurity CSO.

(f) Printer maintenance support is limited to non-warranty servicing of printer products.

(g) Virus mitigation within the scope of this Addendum is predicated on Customer satisfying recommended backup schemes and having appropriate anti-virus software with current updates.

(h) Restoration of lost data caused by systems or hardware failure is outside the scope of this Addendum, unless otherwise stated.



(i) The Cybersecurity Services herein are contingent on Customer granting Hamilton secure remote access to the Network (e.g. VPN, Citrix/AccessIT, Telnet, SSH, RAS or other solution expressly approved by Hamilton). Depending on the remote access solution used, additional charges may apply.

(j) Support services required or requested outside the scope of this Addendum may not be exchanged for days or other Services within this Addendum.

5.2 Data Security. While performing the Cybersecurity Services, Hamilton will use commercially reasonable efforts, including by adopting industry standard controls and practices, to avoid introducing or causing any unauthorized access to, or use of, the Network. Hamilton's access to and use of the Network will be solely to provide the Cybersecurity Services and otherwise perform under this Agreement. Customer acknowledges and agrees, however, that it is solely responsible for the overall security, integrity, and configuration of its Network and other internal systems, including, without limitation, by physically securing the premises and managing employee access. NOTWITHSTANDING ANYTHING TO THE CONTRARY, HAMILTON MAKES NO GUARANTEES OR REPRESENTATIONS WHATSOEVER THAT THE CYBERSECURITY SERVICES WILL PREVENT, DETECT, OR MITIGATE ALL POTENTIAL THREATS OR VULNERABILITIES TO THE NETWORK.

## **6. Fees and Expenses.**

6.1 Fees. In consideration of the Cybersecurity Services, Customer shall pay Hamilton the applicable rates for the Cybersecurity Services as set forth in the Cybersecurity CSO (the "Fees").

6.2 Payment Terms. Payments of all Fees will be made in accordance with the terms of the MSA.

6.3 Suspension. In addition to all other remedies available under the MSA or at law (which Hamilton does not waive by the exercise of any rights hereunder), Hamilton shall be entitled to suspend the provision of any Cybersecurity Services if the Customer fails to pay any undisputed amounts/fees when due hereunder and such failure continues for thirty (30) days following written notice thereof.

**7. Limited Warranty, Remedies, and Disclaimers.** The following warranties in this Section 7 apply to the Cybersecurity Services in lieu of any different or conflicting terms in the MSA:

7.1 Hamilton Representations and Warranties. Hamilton represents and warrants to Customer that it shall perform the Cybersecurity Services:

(a) using personnel of commercially reasonable skill, experience, and qualifications; and

(b) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.



7.2 Exclusive Remedies. Hamilton's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Hamilton shall use commercially reasonable efforts to promptly reperform any affected Cybersecurity Services and cure any such breach; provided, that if Hamilton cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Customer's written notice of such breach, Customer may, at its option, terminate the relevant portion of the Cybersecurity CSO by serving written notice of termination in accordance with the notice provisions of the MSA and Hamilton will refund Customer any pre-paid fees associated with the terminated Cybersecurity Service(s) within thirty (30) days after such election.

(b) The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after receipt of the Cybersecurity Services in breach of this warranty.

7.3 WARRANTY DISCLAIMERS. HAMILTON MAKES NO WARRANTIES EXCEPT FOR THOSE PROVIDED IN SECTION 7.1, ABOVE. HAMILTON HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS ADDENDUM, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES HAMILTON HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

7.4 Specific Liability Disclaimers. Customer assumes full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function. Hamilton shall not be responsible to Customer for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to the Network other than those conducted by authorized representatives of Hamilton.

8. **Third-Party Software.** Use of the Cybersecurity Services may require the installation and use of certain third-party software programs and services ("**Third-Party Software**"). Any such Third-Party Software will be identified in a Cybersecurity CSO or otherwise by Hamilton in writing prior to commencement of the Cybersecurity Services. NOTWITHSTANDING ANYTHING TO THE CONTRARY, HAMILTON IS NOT RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE AND MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER WITH RESPECT TO THIRD-PARTY SOFTWARE. ANY USE OF THIRD-PARTY SOFTWARE WILL BE GOVERNED SOLELY BY THE APPLICABLE END USER LICENSE AGREEMENT FOR THAT THIRD-PARTY SOFTWARE ("**EULA**").

9. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate

names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Addendum, an Cybersecurity CSO, or prepared by or on behalf of the Hamilton in the course of performing the Cybersecurity Services, (collectively, the "**Deliverables**") except for any Confidential Information of Customer or Customer materials shall be owned by Hamilton. Hamilton hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Cybersecurity Services. The Parties acknowledge and agree that this Addendum does not contemplate any assignment of Intellectual Property Rights to Customer or any jointly developed and owned Intellectual Property Rights, and any such development or activities will be subject to a separate written agreement.

**10. Insurance.** In addition to any insurance obligations in the MSA, Hamilton will maintain during the term of any active Cybersecurity CSO cyber liability insurance in the amount of two-million dollars (\$2,000,000) in the aggregate. Upon Customer's reasonable request, Hamilton will provide a certificate of insurance evidencing this coverage.

## **11. General**

11.1 **Entire Agreement.** This Addendum, together with the MSA, applicable Cybersecurity CSO(s) and any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed as of the Effective Date by their respective duly authorized officers.

### **"Customer"**

Perkins County, Nebraska

By \_\_\_\_\_

Name: \_\_\_\_\_

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

### **"Service Provider"**

Hamilton Information Systems, Inc.

By \_\_\_\_\_

Name: \_\_\_\_\_

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



**PO Box 156  
Grant, NE 69140**



## ***Perkins County***

**352-352-7560  
Fax 308-352-7562**

UTILITY PERMIT NO. \_\_\_\_\_

# **PERMIT TO OCCUPY COUNTY ROAD RIGHT-OF-WAY IN PERKINS COUNTY, NEBRASKA**

In consideration of the terms and conditions set forth herein, the County of Perkins issues this Permit to Occupy County Road Right of Way in Perkins County, Nebraska, to \_\_\_\_\_ ("Company") on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This permit remains valid for thirty days from the date the Perkins County Board of Commissioners or the Highway Superintendent approves it. After that, a new permit may be required, at the discretion of the Perkins County Highway Superintendent, if the project's construction is not yet complete.

WHEREAS, the Company is, by law, authorized to operate and maintain telecommunications lines and facilities along, upon, across, and under the public roads of this state pursuant to Nebraska Revised Statutes § 86-701 et seq.

WHEREAS, the County, having full control and ownership of the rights-of-way for the roads of Perkins County, has the authority to permit the use of its rights-of-way for any purpose deemed to be in the public interest.

WHEREAS, the Company agrees to the following terms and conditions:

1. The Company shall furnish the County with construction drawings or engineering plans showing the precise location of the lines to be buried or the facilities to be constructed, along with a legal description of the project. These drawings and plans shall become part of this permit. Additionally, the Company and the County shall schedule a pre-construction meeting with the Perkins County Department of Roads to review the exact location of all installations. The applicant shall provide the Perkins County Road Department, P.O. Box 298, Grant, NE 69140, with a Certificate of Insurance in accordance with the insurance requirements in "Appendix A" contained in this permit prior to permit approval.

2. Fees due under this permit shall be calculated as follows:

\$100.00 base permit fee;

\$100.00 for each crossing of a dirt or aggregate road.

\$200.00 for each crossing of a hard-surface road;

\$.03 per linear foot of cable or line to be installed.

\$200.00 per hour for labor and equipment to repair damage left by or caused by Company's installation of cables, lines or facilities.



A bond in the amount of \$ \_\_\_\_\_ per mile of right of way used by Company shall be posted before any construction begins. Such bond shall, among other things, ensure the proper installation of underground utilities, complete any necessary repairs, and repair or replace any seeding required under this Permit.

3. The Company shall be responsible for maintaining all lines, cables, or facilities located within the right-of-way or road, including ensuring that such lines and cables remain buried at least 48" deep, as provided below. Any damage to lines or cables buried less than 48" deep caused by routine road maintenance with a motor grader or road groom shall be the Company's sole responsibility.

4. The Company shall bury all lines, cables, or other underground items using a cable plow to a depth of at least 48" below the surface, with indicator tape of a warning color buried at 12"-24" below the surface. All waterlines shall be encased in at least Schedule 40 PVC pipe to protect the road surface in the event of a rupture or leak. The County reserves the right to request that the Company relocate the proposed lines, cables, or other facilities within the right of way as the County deems necessary.

5. The Company shall backfill and compact all soil excavated in connection with the installation of lines, cables, or facilities within the right of way or road in a manner that restores soil density as close to natural as possible and, in any event, prevents washing and erosion. Backfill all trenches on the same day they are excavated, except for the portion where work will continue the following day. Protect the section left open for work continuation with Type III barricades and flashing lights at night, in accordance with the current edition of the MUTCD. The Company shall maintain all excavations to avoid holes or interference with the use of the roadbed and the County's maintenance of the roadbed. In any event, all County property shall be left in the same or better condition than when construction commenced. The Company shall be responsible for any and all grading and reseeding required to repair such constructed areas to their original or better condition. The Company shall maintain such newly seeded areas and ensure proper grass growth for a period of twelve (12) months from the date of completion, as acknowledged by both the County and the Contractor.

6. If the installation of lines, cables, or facilities includes crossing a county road, horizontal boring shall be used instead of a cable plow. At the County's sole discretion, cable plows may be permitted to cross county roads if all backfill is mechanically compacted and a 6" drainable base is installed. Company shall restore all asphalt surfaces with hot-patched asphalt, compacted with a motorized double-drum roller; all concrete surfaces shall be replaced with substantially similar concrete; and all gravel roads shall be repaired to their original condition. Each time Company crosses a county road during the installation of cables, lines, or facilities, a separate and additional charge of \$100.00 per

crossing shall apply to roads surfaced with aggregate or dirt, and \$200.00 to hard-surfaced roads.

7. The Company shall assume responsibility for completing the project within the scope and timeframe of this permit, for the ongoing maintenance of all lines, cables, and facilities, and for performing all work in a workmanlike manner.

8. By signing this permit, the Company agrees to save and hold the County harmless from any and all claims for damages and injuries arising from the installation and ongoing maintenance of the lines, cables, or facilities.

9. The County shall provide the Company with sufficient notice of any proposed construction or maintenance work likely to affect the use of the property installed under this agreement, allowing the Company to arrange for the protection of the lines, cables, or facilities installed pursuant to this agreement.

10. During the installation period, the Company shall not unduly impede traffic flow and shall be solely responsible for the temporary installation of all appropriate warning signs in accordance with the most current edition of the Manual on Uniform Traffic Control Devices. Roads may be closed for up to 24 hours. Emergency services, such as the fire department, ambulance, and sheriff's office, must be notified at least 48 hours in advance of the location, duration, and other relevant details of the closure.

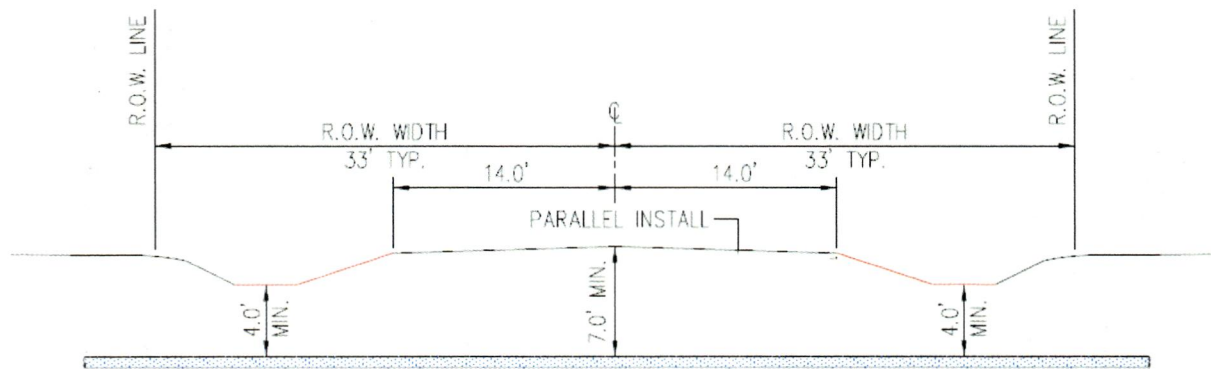
11. The Company shall comply with the latest edition of the Policy for Accommodating Utilities on State Highway Right of Way, as published by the Nebraska Department of Transportation, in any areas not covered by this permit.

12. Upon completion of the installation, Company shall provide County with "as-built" drawings showing the installation's location relative to a fixed feature. Company shall also provide County with a digital file, preferably a shapefile, containing the exact coordinates of all lines, cables, or facilities installed under this permit.

13. Upon completion of the project, a minimum 3" by 6' post shall be installed. When the utility runs across the road, place the post on the right-of-way line and on each side of the road above the utility. When the utility runs down the road, place the post on the right-of-way line on only 1 side of the road. All posts must be visible from one post to the next, from the beginning to the end of the utility. The utility owner shall color and maintain all posts accordingly.

14. Upon completion of the project, Company shall notify the Perkins County Roads Department at (308) 352-7599 of completion, provide the digital files referenced in Paragraph 12 above, and schedule a post-construction meeting and inspection of the project.





ROADWAY CROSS SECTION  
NO SCALE

#### NOTES:

- 1) This type of crossing will occur at all public county roads. No parallel crossing permits will be approved within 20 feet of any drainage structures, including bridges, culverts, or drainage courses.
- 2) All open-cut crossings will be backfilled with material excavated from the trench within the traveled areas of unimproved roadways. Do not use sand or crushed rock backfill. Compact backfill beneath the pipe haunches, filling all voids along the pipe. The backfill density must be equal to or greater than that of the surrounding soil.
- 3) Future road construction within the public right-of-way may require relocating utilities. The applicant will bear the costs of utility relocation. The County will work in good faith with the applicant on the final decision to relocate any utility, provide proper notice, and coordinate a time to carry out the relocation.
- 4) Trees and brush removed to facilitate construction must be properly disposed of at the applicant's expense and must not be buried or left on the county right-of-way.

#### COLOR CODING FOR MARKING UTILITY LINES

- 1) Red-Electric
- 2) Yellow-Gas/Oil/Steam
- 3) Orange-Communication
- 4) Blue-Water
- 5) Green-Sewer

MARKED  
For County use only

NOT MARKED  
For County use only



IN WITNESS HEREOF, we have set our hands this \_\_\_\_ day \_\_\_\_ of \_\_\_\_, 20 \_\_\_\_.

The County of Perkins, Nebraska

\_\_\_\_\_  
Authorized County Representative

\_\_\_\_\_  
Company Name

BY:

\_\_\_\_\_  
Authorized Company Representative

RETURN TO: Perkins County Road Department

Attn: Highway Superintendent

200 Lincoln Ave #298

Grant NE 69140

308-352-7599

Email: [roads@perkinscounty.ne.gov](mailto:roads@perkinscounty.ne.gov)

**INSURANCE and INDEMNIFICATION REQUIREMENTS**

The applicant shall not begin work under this permit until the County has obtained and approved all required insurance coverage. The following insurance coverages must be maintained for the duration of the permit. They shall be the primary coverage for any insurance or self-insurance programs covering the County, its commissioners, supervisors, officials, agents, representatives, and employees.

A. Workers' Compensation and Employers' Liability Insurance

The minimum acceptable limits shall be the statutory limits required by the State of Nebraska for Coverage A, Workers' Compensation, and \$500,000 per accident for Coverage B, Employer's Liability.

B. Commercial General Liability Insurance

Coverage shall include liability coverage for premises and operations, contractual liability, independent contractors, and products/completed operations. The coverage must protect against claims for damages arising from bodily injury, including death, personal injury, and property damage.

The minimum acceptable liability limit shall be \$1,000,000 per occurrence. If the coverage includes a general aggregate, that limit shall not exceed \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. If written on a claim form, the products/completed operations coverage will be maintained for two years after final payment.

The County is to be named as an additional insured under the insurance coverage required under this section.

C. Automobile Liability Insurance

Coverage shall include liability coverage for claims arising from bodily injury, including death, and property damage that may result from the operations of any owned, hired, or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit per accident.

The County is to be named as an additional insured under the insurance coverage required under this section.

D. Certificate of Insurance

The Applicant shall furnish the County with insurance certificate(s) evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Applicant shall furnish the County with certificate(s) of insurance evidencing renewal of its coverage.

The Applicant shall require every subcontractor performing work under this permit to maintain the same coverage required of the Applicant in this section, and upon the County's request, shall furnish the County with certificate(s) of insurance evidencing the subcontractor's insurance coverage required in this section.

E. Indemnification-Hold Harmless

The Applicant agrees to indemnify, hold harmless, protect, and defend Perkins County and its elected and appointed officials, employees, agents, and representatives against any and all claims, demands, suits, actions, payments, and judgments, including all costs and expenses connected therewith, legal fees, or otherwise, for any damages that may be asserted, claimed, or recovered against or from Perkins County or its insurers due to personal injury, including bodily injury or death, or due to property damage, including loss of use thereof, sustained by any person or persons arising out of, in any way connected with, or resulting from any and all work or activity associated with the work performed under this permit, unless such damages are the direct and sole result of Perkins County's negligence.

APPLICANT \_\_\_\_\_

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

REPRESENTATIVE \_\_\_\_\_

## RESOLUTION OF ADOPTION AND APPROPRIATIONS

Steven W. Tucker, Commissioner



# PERKINS COUNTY

## RESOLUTION SETTING THE PROPERTY TAX REQUEST

RESOLUTION NO. 2026-\_\_\_\_\_

WHEREAS, Nebraska Revised Statute 77-1632 and 77-1633 provides that the Governing Body of PERKINS COUNTY passes by a majority vote a resolution or ordinance setting the tax request;

and WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request;

NOW, THEREFORE, the Governing Body of PERKINS COUNTY resolves that:

1. The 2026-2027 property tax request be set at \$4,147,298.30 allocated as follows: General Fund \$3,941,298.05, County Fair \$64,999.99, Public Transit \$11,000.24, E-911 Services \$64,999.73, and Transfer Ambulance \$65,000.29.
2. The total assessed value of property differs from last year's total assessed value by 6.27 percent.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$0.216383 per \$100 of assessed value.
4. PERKINS COUNTY proposes to adopt a property tax request that will cause its tax rate to be \$0.225690 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of PERKINS COUNTY will increase last year's budget by 6.73 percent.
6. A copy of this resolution be certified and forwarded to the County Clerk on or before October 15, 2026.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to adopt Resolution #2026-\_\_\_\_\_. Voting yes were Commissioners \_\_\_\_\_  
Voting no were Commissioners \_\_\_\_\_.

DATED AND PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

### COUNTY BOARD

\_\_\_\_\_  
Darin E. Robertson, Chairman

\_\_\_\_\_  
Mark W. Bottom, Commissioner

\_\_\_\_\_  
Steven W. Tucker, Commissioner

Attest:

\_\_\_\_\_  
James D. Brueggeman, County Clerk