



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 17, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

PRESENTATIONS

2. Mayor Dwain Hahs presents a proclamation in recognition of April as Child Abuse Prevention Month to Alix Gasser, Development Director of Southeast Missouri Network Against Sexual Violence (SEMO-NASV).
3. Mayor Dwain Hahs presents a proclamation of April 26, 2025, as Arbor Day to Jason Lipe, Parks & Recreation Director.

APPROVAL OF MINUTES

4. Motion approving the Minutes of the Regular Meeting of March 3, 2025.

FINANCIAL AFFAIRS

5. Motion approving the City Collector's Report.
6. Motion approving the City Clerk's and Treasurer's Reports.

ACTION ITEMS

Power, Light, and Water Committee

7. Motion approving Change Order No. 3, to Penzel Construction Company, Inc., of Jackson, Missouri, in the amount of \$50,289.96, relative to the Building Addition & Renovation of Jackson Fire Station No. 1 Project.
8. Motion authorizing payments in the amount of \$5,466.80 to the Cape Girardeau County Treasurer, as custodian of the Cape Girardeau County School Fund, and \$407.02 to the State of Missouri, relative to Notice of Violation No. SE240018.
9. Bill proposing an Ordinance authorizing an Abatement Order on Consent with the Missouri Department of Natural Resources, relative to Notice of Violation No. SE240018.

- [10.](#) Motion accepting the bid of Robert Boitnott Painting, of Cape Girardeau, Missouri, in the amount of \$63,000.00, relative to the Power Plant Equipment Painting Project.
- [11.](#) Bill proposing an Ordinance authorizing a contractual agreement with Robert Boitnott Painting, relative to the Power Plant Equipment Painting Project.
- [12.](#) Bill proposing an Ordinance vacating a portion of a Utility & Roadway Easement at 2640 East Jackson Boulevard in Turner Subdivision, as requested by David Voshage.
- [13.](#) Bill proposing an Ordinance accepting the dedication of Water Line Easement Deeds from David and Karen Voshage, and MEC MO Holdings, LLC, Series 4, formerly known as Ahmad MO Holdings, LLC, Series 4, relative to the Water System Facility Plan Implementation Project - Phase 2, Project 2E.
- [14.](#) Bill proposing an Ordinance authorizing a contractual agreement with Valued Pharmacy Services of the Midwest, LLC, of Boston, Massachusetts, relative to providing Pharmacy Benefit Management Coalition Services.

Street, Sewer, and Cemetery Committee

- [15.](#) Motion renewing a contractual agreement with Metro-Ag Injection Systems, Inc., of Breese, Illinois, maintaining the amount of 7.2 cents per gallon for spring and fall disposal and increasing the amount to 7.6 cents per gallon for summer disposal, for the term ending April 4, 2026, relative to the Biosolids Disposal Program.
- [16.](#) Motion authorizing the Mayor to sign a vehicle title to transfer ownership of a 1989 Chevrolet pickup truck, to Cape Auto Sales LLC, of Cape Girardeau, Missouri.
17. Motion setting a public hearing for Monday, April 7, 2025, at 6:00 p.m., to consider a request for the rezoning of a 6.36-acre lot on Ridge Road, from R-2 (Single-Family Residential) District to R-4 (General Residential) District, as submitted by Robert W. and Belinda Phillips.
18. Motion setting a public hearing for Monday, April 7, 2025, at 6:00 p.m., to consider a request for a special use permit to allow multiple buildings on a 6.36-acre lot on Ridge Road, in an R-4 (General Residential) District, as submitted by Robert W. and Belinda Phillips and Wren Capital Investments.
- [19.](#) Motion accepting the proposal of BS&A Software, of Bath, Michigan, relative to providing services under the Financial & Utility Billing Migration.
- [20.](#) Bill proposing an Ordinance authorizing a contractual agreement with BS&A Software, relative to the Financial & Utility Billing Migration.
- [21.](#) Bill proposing an Ordinance approving the voluntary annexation with zoning of 1.08 acres of property located on Fraser Ridge in Terrace Above The Greens Subdivision, as submitted by MHRR LLC.
- [22.](#) Bill proposing an Ordinance authorizing the Mayor to execute Deeds of Dedication for the Cane Creek Road and Trussworks Boulevard Rights of Way in the Jackson North Industrial Park Subdivision, to the City of Jackson, Missouri.

- [23.](#) Bill proposing an Ordinance accepting Deeds of Dedication for the Cane Creek Road and Trussworks Boulevard Rights of Way in the Jackson North Industrial Park Subdivision, from the City of Jackson, Missouri.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

24. Report by Mayor
25. Reports by Board Members
26. Report by City Attorney
27. Report by City Administrator
28. Discussion of future agenda items

EXECUTIVE SESSION

Due to a lack of items, an executive session is not anticipated.

ADJOURN

Posted on 03/14/2025 at 4:00 PM.



Office of the Mayor
City of Jackson, Missouri
Proclamation

- WHEREAS:** Child well-being is a shared responsibility; and
- WHEREAS:** Missouri supports the Strengthening Families Protective Factors that reduce child maltreatment through encouraging Knowledge of Parenting and Child Development, Parental Resilience, Social Connections, Concrete Supports for Parents, Social and Emotional Competence of Children, and Nurturing and Attachment; and
- WHEREAS:** A child's early experience of being nurtured and developing a bond with a consistent, caring adult affects all aspects of behavior and development and is associated later in life with better academic grades, healthier choices, better health, positive peer interactions, and an increased ability to cope with stress; and
- WHEREAS:** Missouri recognizes the responsibility of every adult to protect children from all forms of child abuse, including child sexual abuse, and recognizes the importance for all adults, youth-serving organizations, schools and communities to form protective barriers around children; and
- WHEREAS:** Effective child abuse prevention programs are essential and succeed because of community partnerships created among citizens, social service agencies, schools, businesses, health facilities, law enforcement agencies, faith-based organizations, civic organizations and other child serving agencies; and
- WHEREAS:** Go Blue Day is Friday, April 4, 2025. Everyone is encouraged to wear blue to build awareness about the importance of **Strong Families, Safe Kids** and the prevention of child abuse and neglect; inspire change by focusing on community activities and public policies that prioritize prevention; and promote the social and emotional well-being of children and families in safe, stable, nurturing environments.

NOW, THEREFORE, I, Dwain L. Hahs, Mayor of the City of Jackson, do hereby proclaim, in the City of Jackson, the month of April 2025:

CHILD ABUSE PREVENTION MONTH

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Jackson, Missouri, this seventeenth day of March, 2025.



Mayor Dwain L. Hahs





Office of the Mayor
City of Jackson, Missouri

Proclamation

- WHEREAS:** In 1872 J. Sterling Morton purposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS:** This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS:** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS:** Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS:** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and
- WHEREAS:** Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS:** Trees are a source of joy and spiritual renewal; and
- WHEREAS:** Jackson has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue earning this designation.

NOW, THEREFORE, Dwain Hahs, Mayor of the City of Jackson, along with all our citizens who support efforts to care for our trees and woodlands and support our City's community forestry programs, do hereby proclaim April 26, 2025 as

ARBOR DAY

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Jackson, Missouri this seventeenth day of March, 2025.



Mayor Dwain L. Hahs





CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 3, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Steve Stroder, Mike Seabaugh, Eric Fraley, Katy Liley, David Reiminger, David Hitt, Wanda Young, and Shana Williams. Present-8; Absent-0

The meeting is opened by Mayor Dwain L. Hahs with the Pledge of Allegiance and a Moment of Silent Prayer.

Mayor Dwain L. Hahs to recognize)
Guests and Visitors)

Now comes forth Mayor Dwain L. Hahs to welcome guests and visitors.

Motion to Adopt the Agenda)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-8; Nays-0; Absent-0.

Motion to Approve the Minutes of the)
February 18, 2025, Regular Board)
Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Tuesday, February 18, 2025. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of February,)
2025)

Now is presented the list of bills paid in the various funds for the month of February, 2025. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the list of bills paid in the various funds for February, 2025. Ayes-8; Nays-0; Absent-0.

Motion to Authorize City staff to prepare)
An application of behalf of the City of)
Jackson, Missouri, relative to the revised)
Preliminary Plat for the Jackson North)
Industrial Park Subdivision)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to authorize City staff to prepare an application on behalf of the City of Jackson, Missouri, relative to the revised Preliminary Plat for the Jackson North Industrial Park Subdivision. Ayes-8; Nays-0; Absent-0.

Motion to Approve Change Order No. 1)
To Fronabarger Concreters, Inc., of Oak)
Ridge, Missouri, relative to the Jackson)
North Industrial Park Infrastructure)
Project)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to approve Change Order No. 1, to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, to extend the contract time by 54 days, relative to the Jackson North Industrial Park Infrastructure Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 25-20 Re: To Authorize a)
Contractual agreement with The Cash-)



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Book Journal, relative to the use of the)
City of Jackson logo)

The matter of authorizing a contractual agreement with The Cash-Book Journal, relative to the use of the City of Jackson logo, came on for consideration. Alderman Reiminger introduced Bill No. 25-20, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE CASH-BOOK JOURNAL, OF JACKSON, MISSOURI*, RELATIVE TO *THE USE OF THE CITY OF JACKSON LOGO*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-20 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-20 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-20 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderwoman Liley-aye Alderman Hitt-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; and Alderwoman Williams-aye.

BILL NO. 25-20

ORDINANCE NO. 25-20

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE CASH-BOOK JOURNAL, OF JACKSON, MISSOURI*, RELATIVE TO *THE USE OF THE CITY OF JACKSON LOGO*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The Cash-Book Journal, of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.



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Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 3, 2025.

SECOND READING: March 3, 2025.

PASSED AND APPROVED this 3rd day of March, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Motion to Approve Change Order No. 1)
To Putz Construction, LLC, of Millersville)
Missouri, relative to the Park Pavilion #2)
Replacement Project)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve Change Order No. 1, to Putz Construction, LLC, of Millersville, Missouri, to extend the contract time by 60 days, relative to the Park Pavilion #2 Replacement Project. Ayes-8; Nays-0; Absent-0.

Motion to Reject the bid received on)
February 11, 2025, relative to the Nine)
Oaks First Subdivision Lot 47 Sanitary)
Sewer Lateral Project)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to reject the bid received on February 11, 2025, relative to the Nine Oaks First Subdivision Lot 47 Sanitary Sewer Lateral Project. Ayes-8; Nays-0; Absent-0.



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Ordinance No. 25-21 Re: To Accept the)
Dedication of an Access and Drainage)
Easement Deed From Rebecca Miller,)
Relative to the East Main Street)
Sidewalk Improvements Project)

The matter of accepting the dedication of an Access and Drainage Easement Deed from Rebecca Miller, relative to the East Main Street Sidewalk Improvements Project, came on for consideration. Alderwoman Liley introduced Bill No. 25-21, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY DEEDED TO THE CITY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED ACCESS AND DRAINAGE EASEMENT DEED.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-21 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-21 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-21 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderwoman Liley-aye; Alderman Fraley-aye; Alderman Stroder-aye; Alderwoman Young-aye; and Alderwoman Williams-aye.

BILL NO. 25-21

ORDINANCE NO. 25-21

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY DEEDED TO THE CITY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED ACCESS AND DRAINAGE EASEMENT DEED.

WHEREAS, **Rebecca Miller**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Access and Drainage Easement Deed, attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the Deed which is attached hereto, subject to all of the terms and conditions therein expressed.

Section 2. That the Mayor and City Clerk of the City of Jackson, Missouri, are hereby authorized to do all acts and execute all instruments appropriate and necessary to accept said Deed.



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Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said Deed with the Recorder of Deeds, Cape Girardeau County, Missouri.

Section 4. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 3, 2025.

SECOND READING: March 3, 2025.

PASSED AND APPROVED this 3rd day of March, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-22 Re: To Amend)
The "Speed Limit Designations)
Schedule - Schedule V," by adding)
Designations on Main Street between)
Union Avenue and Georgia Street)

The matter of amending the "Speed Limit Designations Schedule – Schedule V," by adding designations on Main Street between Union Avenue and Georgia Street, came on for consideration. Alderwoman Liley introduced Bill No. 25-22, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "SPEED LIMIT DESIGNATIONS SCHEDULE, SCHEDULE V," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO CERTAIN SPEED LIMIT DESIGNATIONS.

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-22 as placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-22 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 25-22 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Stroder-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Reiminger-aye; and Alderman Fraley-aye.

BILL NO. 25-22

ORDINANCE NO. 25-22

AN ORDINANCE AMENDING THE "SPEED LIMIT DESIGNATIONS SCHEDULE, SCHEDULE V," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO CERTAIN SPEED LIMIT DESIGNATIONS.



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NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. The "Speed Limit Designations Schedule, Schedule V," passed and approved on the 18th day of November, 1985, is hereby amended by adding thereto the following speed limit designations:

MAIN STREET (EAST): On East Main Street between Hope Street (Hwy. 61) and Georgia Street - 20 mph.

MAIN STREET (WEST): On West Main Street between Union Avenue and Missouri Street - 20 mph.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Speed Limit Designations Schedule, Schedule V," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause signs to be added at the location set forth above.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 3, 2025.

SECOND READING: March 3, 2025.

PASSED AND APPROVED this 3rd day of March, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.



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CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-23 Re: To Amend)
The "Fifteen-Minute, One-Hour, and)
Two-Hour Schedule - Schedule VIII," by)
Adding a designation at 210 West Main)
Street)

The matter of amending the "Fifteen-Minute, One-Hour and Two-Hour Parking Limit Schedule - Schedule XVIII," by adding a designation at 210 West Main Street, came on for consideration. Alderwoman Liley introduced Bill No. 25-23, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "FIFTEEN MINUTE, ONE HOUR AND TWO-HOUR PARKING LIMIT SCHEDULE, SCHEDULE XVIII," PASSED AND APPROVED THE 21ST DAY OF AUGUST, 2000, BY ADDING THERETO NEW PARKING LIMIT DESIGNATIONS.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-23 as placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-23 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 25-23 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Stroder-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderwoman Young-aye; Alderman Hitt-aye; and Alderman Reiminger-aye.

BILL NO. 25-23

ORDINANCE NO. 25-23

AN ORDINANCE AMENDING THE "FIFTEEN MINUTE, ONE HOUR AND TWO-HOUR PARKING LIMIT SCHEDULE, SCHEDULE XVIII," PASSED AND APPROVED THE 21ST DAY OF AUGUST, 2000, BY ADDING THERETO NEW PARKING LIMIT DESIGNATIONS.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. The "Fifteen Minute, One Hour and Two-Hour Parking Limit Schedule, Schedule XVIII," is hereby amended by adding thereto a new fifteen-minute parking limit designation:

MAIN STREET (WEST): On the north side of West Main Street, 143 feet west of North Missouri Street, marking one (1) parking space with a fifteen-minute parking limit designation, from 7:00 a.m. to 5:00 p.m., Monday through Friday.



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MINUTES

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Fifteen Minute, One Hour and Two-Hour Parking Limit Schedule, Schedule XVIII," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause appropriate signage to be placed at the location set forth herein.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 3, 2025.

SECOND READING: March 3, 2025.

PASSED AND APPROVED this 3rd day of March, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-24 Re: To Approve)
The Minor Plat of Teresa R. Maurer E.)
Main Subdivision, as submitted by the)
Teresa Rosette Maurer Revocable)
Living Trust)

The matter of approving the Minor Plat of Teresa R. Maurer E. Main Subdivision, as submitted by the Teresa Rosette Maurer Revocable Living Trust, came on for consideration. Alderwoman Liley introduced Bill No. 25-24, being for an ordinance entitled as follows:



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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MINUTES

AN ORDINANCE ACCEPTING THE PLAT OF TERESA R. MAURER E. MAIN SUBDIVISION, A RESUBDIVISION OF A TRACT OF LAND IN THE CITY OF JACKSON, MISSOURI; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-24 as placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-24 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 25-24 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Stroder-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderwoman Young-aye; and Alderman Hitt-aye.

BILL NO. 25-24

ORDINANCE NO. 25-24

AN ORDINANCE ACCEPTING THE PLAT OF TERESA R. MAURER E. MAIN SUBDIVISION, A RESUBDIVISION OF A TRACT OF LAND IN THE CITY OF JACKSON, MISSOURI; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, James Dean Maurer and Teresa Rosette Maurer, Trustees of The Teresa Rosette Maurer Living Trust dated January 14, 1997 Restated, has platted the Teresa R. Maurer E. Main Subdivision, a Resubdivision of a tract of land located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the developer has designed the required improvements and has committed to construct said improvements, if any are indicated on said plat; and,

WHEREAS, the developer has complied with all of the city ordinances and, in particular, Chapter 57 of the Code of Ordinances of the City of Jackson, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of the Teresa R. Maurer E. Main Subdivision, a Resubdivision of a tract



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 3, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

of land, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon, if any, and subject to the terms and conditions expressed therein.

Section 2. That the Mayor and City Clerk of the City of Jackson, Missouri, are hereby authorized to do all acts and execute all instruments appropriate and necessary to accept said plat.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said plat with the Recorder of Deeds, Cape Girardeau County, Missouri.

Section 4. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 3, 2025.

SECOND READING: March 3, 2025.

PASSED AND APPROVED this 3rd day of March, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

City Administrator Matthew Winters)
requests Closed Session)

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for one item, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2) RSMo and one item, relative to personnel in accordance with Section 610.021(3) RSMo and Section 610.021(13) RSMo.

Motion to Recess the Meeting to Study)
Session)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:14 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

Returned to Open Session at 7:10 P.M., from Study Session.

Motion to Proceed into Closed Session)
and to Adjourn the Meeting)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 3, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Meeting concluded at 7:10 P.M. On a motion by Alderman Fraley, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed for one item, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2) RSMo and one item, relative to personnel in accordance with Section 610.021(3) RSMo and Section 610.021(13) RSMo, and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Seabaugh-aye; Alderman Hitt-aye; Alderwoman Young-aye; Alderman Stroder-aye; Alderwoman Williams-aye; Alderwoman Reiminger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR FEBRUARY 2025

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,333,426.90	274,919.14	227,467.18	68,043.53	-	1,903,856.75
Penalties	8,887.18	2,073.56	1,721.03	434.69	-	13,116.46
Sales Tax	38,286.05	7,935.56	-	-	-	46,221.61
Disconnect Fees	3,300.00	-	-	-	-	3,300.00
Returned Transaction Fees	180.00	-	-	-	-	180.00
Customer Relocation Fees	-	-	-	-	225.00	225.00
Trash Stickers	-	-	-	1,490.24	-	1,490.24
UTILITY COLLECTIONS	1,384,080.13	284,928.26	229,188.21	69,968.46	225.00	1,968,390.06
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,384,080.13	284,928.26	229,188.21	69,968.46	225.00	1,968,390.06
Business/Contractor Licenses	-	-	-	-	1,847.50	1,847.50
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	1,847.50	1,847.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	991.25
Cash in bank	-	-	-	-	-	1,971,228.81
Missouri Sales Tax payment	(38,286.05)	(7,935.56)	-	-	-	(46,221.61)
TO CITY TREASURER					\$	1,925,007.20

Respectfully Submitted,



City Collector



CITY CLERK'S REPORT FOR THE MONTH OF FEBRUARY, 2025

ELECTRIC

Sale of Merchandise	0.00	
Pole Rental	29,434.75	
Electric Meters	1,095.00	
Electric Service Lines	800.00	
Returned Check Fees	0.00	
URD Services	20,617.37	
Sales Tax Commission	838.25	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		52,785.37

WATER & SEWER

WATER

Water Taps & Water Meters	7,230.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		7,230.00

WASTEWATER

Wastewater Miscellaneous	0.00	
Industrial Discharge Permit	<u>0.00</u>	
TOTAL		-

GENERAL REVENUE

Building Permits	1,666.73	
Electric Permits	180.00	
Gas Permits	100.00	
Plumbing/Sewer Permits	260.00	
Sewer Tap Permits	360.00	
Public Hearing & Plat Recording	0.00	
Stormwater Review Fees	148.26	
Street Repair or Mowing	0.00	
Gas Franchise	26,926.67	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	237.56	
Telephone Franchise Fees	9,821.08	
Fire Cost Recovery	0.00	
Interest Earned	0.00	
Returned Check - Clerk	30.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,216.70	
Health Insurance Reimbursement	37.24	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		40,984.24

LANDFILL

Refuse Collections	100.00	
Recyclables	1,696.09	
E-Cycle TV/Monitor Fees	0.00	
Royalties	<u>10,500.00</u>	
TOTAL		12,296.09

CEMETERY

Sale of Lots	3,000.00	
Sale of Niches	0.00	
Grave Openings	5,775.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	

TOTAL 8,775.00

PARK

Misc. Park Rentals 0.00
Rent - Howard St. House 1,237.50
Ballfield Rentals 530.00
Pavilion Rentals 250.00

TOTAL 2,017.50

PARK FOUNDATION

Donations 30,120.00
Civic Center Donations 0.00

TOTAL 30,120.00

RECREATIONAL DEVELOPMENT

Pool Concession Receipts 0.00
Swimming Pool Gate Receipts 0.00
Basketball Entry Fees 0.00
Basketball Sponsor Fees 0.00
Softball Entry Fees 5,800.00
Softball Sponsor Fees 400.00
Softball Tournament Fees 0.00
Volleyball Entry Fees 0.00
Reimb./Donations/Special Events 0.00
Baseball Concessions 0.00
Baseball Entry Fees 11,270.00
Baseball Sponsor Fees 400.00
Soccer Fee 15,665.00
Soccer Allstar 0.00
Soccer Sponsor 2,600.00

TOTAL 36,135.00

STORMWATER MAINTENANCE FUND

Stormwater Credit 0.00
Stormwater Maintenance 942.62

TOTAL 942.62

TRUST & AGENCY

July 4th Receipts 0.00
Farmers Market Fees 0.00

TOTAL -

HEALTH INSURANCE FUND

Health Insurance Reimbursement 1,973.18

TOTAL 1,973.18

INMATE SECURITY FUND

Inmate Security Court Costs 0.00

TOTAL -

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension 1,282.50

TOTAL 1,282.50

RECREATIONAL SALES TAX FUND

Civic Center Rentals 12,483.00
Civic Center Programs 0.00
Civic Center Membership Fees 0.00
Civic Center Entry Fees 1,405.50
Civic Center Concessions 135.25

TOTAL 14,023.75

CDBG

CDBG - CDBG Rev 0.00

TOTAL -

REPORT TOTAL 208,565.25

Water & Light Deposit Accounts

FEBRUARY, 2025

Beginning Balance February 1, 2025:	\$265,566.66
TOTAL DEPOSITS	\$13,679.76
TOTAL REFUNDS	\$12,112.01
Ending Balance February 28, 2025:	\$267,134.41

Balance Consists of :

Checking Account for US Bank	\$57,134.41
Investments	\$210,000.00
	<hr/>
	\$267,134.41

CITY TREASURER'S REPORT FOR FEBRUARY 2025

Item 6.

FUND	FUND BALANCES		TRANSFER OF		FUND BALANCES		CASH BALANCE
	02-01-2025	RECEIPTS	FUNDS	DISBURSEMENTS	02-28-2025	INVESTMENTS	02-28-2025
ELECTRIC FUNDS							
Operation & Maintenance	-	1,451,761.28	(245,362.47)	1,206,398.81	-	-	-
Electric Surplus Fund	3,881,064.52	-	(1,074,666.69)	123.25	2,806,274.58	1,180,000.00	1,626,274.58
Electric Capital Projects Fund	3,410,580.80	-	1,301,000.00	-	4,711,580.80	3,405,000.00	1,306,580.80
WATER & SEWER FUNDS							
Water Operation & Maint.	-	286,223.18	(204,713.64)	81,509.54	-	-	-
Water & Sewer Revenue Bond Fund	358,524.37	-	339,760.38	-	698,284.75	-	698,284.75
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	12,022,691.61	-	5,034.63	12,007.07	12,015,719.17	9,467,000.00	2,548,719.17
Water Replacement Fund	802,171.58	-	7,020.88	-	809,192.46	725,000.00	84,192.46
Wastewater Operation & Maint.	-	229,407.73	(168,595.80)	60,811.93	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23	902,000.00	160,497.23
W & S Construction Fund	3,248,716.14	-	-	218,457.65	3,030,258.49	2,250,000.00	780,258.49
General Revenue Fund	1,530,230.31	660,580.50	(96,354.57)	658,276.27	1,436,179.97	1,165,000.00	271,179.97
Landfill Fund	790,378.40	82,727.89	(8,005.21)	45,984.80	819,116.28	610,000.00	209,116.28
Cemetery Fund	1,037,068.71	30,415.84	(5,833.38)	14,943.63	1,046,707.54	870,000.00	176,707.54
City Park Fund	253,250.69	37,163.26	(5,449.90)	33,926.16	251,037.89	-	251,037.89
Public Park Foundation Fund	229,474.77	30,120.00	-	-	259,594.77	140,000.00	119,594.77
Recreational Development Fund	54,315.18	36,135.00	-	15,232.27	75,217.91	-	75,217.91
Band Fund	3,777.00	21,640.84	(3,777.00)	21,656.70	(15.86)	-	(15.86)
ARPA Fund	1,286,573.22	-	-	1,000.00	1,285,573.22	1,285,000.00	573.22
Road Use Tax Fund	1,024,362.34	74,318.12	-	-	1,098,680.46	754,000.00	344,680.46
Stormwater Maintenance Fund	312,082.65	942.62	-	-	313,025.27	268,000.00	45,025.27
Trust and Agency Fund	880,126.78	-	14,406.12	15,334.75	879,198.15	798,000.00	81,198.15
Health Insurance Fund	1,326,696.58	1,973.18	150,968.72	145,045.75	1,334,592.73	1,045,000.00	289,592.73
Inmate Security Fund	17,809.12	48.00	-	-	17,857.12	-	17,857.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	1,452,936.78	129,444.97	-	-	1,582,381.75	1,120,000.00	462,381.75
Transportation Capital Projects Fund	623,706.47	-	-	-	623,706.47	-	623,706.47
Sales Tax Fund	2,512,815.99	276,596.31	(1,250,000.00)	7,575.00	1,531,837.30	1,458,110.47	73,726.83
Recreation Sales Tax Fund	418,468.22	78,105.03	(807.07)	30,690.03	465,076.15	50,000.00	415,076.15
Public Safety Sales Tax Fund	141,659.75	127,939.15	-	-	269,598.90	-	269,598.90
Fire Protection Sales Tax Fund	73,707.44	64,081.27	-	-	137,788.71	-	137,788.71
Capital Projects Construction Fund	2,552,682.33	-	1,250,000.00	267,905.55	3,534,776.78	2,510,000.00	1,024,776.78
Economic Dev. Reserve Fund	931,369.03	-	-	-	931,369.03	850,000.00	81,369.03
CDBG Grant Fund	60,745.75	-	-	-	60,745.75	-	60,745.75
I-55 Corridor Special Alloc. Fund	2,317.69	1,054.90	-	-	3,372.59	-	3,372.59
TOTALS	42,416,418.52	3,620,679.07	4,625.00	2,836,879.16	43,204,843.43	30,962,110.47	12,242,732.96

Respectfully Submitted,



Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	10,308,008.69
Collectors Account	1,925,007.20
Equitable Sharing Fund	3,617.07

TOTAL	12,238,107.96
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PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

CC: Matt Winters, City Administrator

FROM: George L. Harris P. E., Staff Engineer

DATE: March 17, 2025

RE: Fire Station No. 1 Renovation Project- Change Order No. 3: \$50,289.96
 COR 008- Lintels for Windows in Existing Walls (RFI 22)
 COR 009- EMS Storage Room 140 Shoring Ceiling and Enclosure Ceiling Opening (RFI 18)
 COR 003- P-3 Walls on South and East Walls of Training Room 001
 COR 011- Stair 1 Wall Height (RFI 20)
 COR 002- Lav Shields in Place of Lav Guards on P3 Fixtures
 COR 007- Shower Bases (RFI 17)
 COR 010- Floor Sink in Basement Mechanical Room (RFI 23)

Change Order No. 3 was presented during the Study Session at the March 3rd Mayor and Board of Aldermen Meeting. City staff recommends that the Mayor and Board of Aldermen approve the proposed Change Order No.3 for the Building Addition & Renovation of Jackson Fire Station #1 project in the amount of \$50,289.96.

Background:

The proposed Change Order No. 3, is comprised of the seven (7) items listed above. Generally, these items are the result of conditions discovered during the demolition phase of the project. Comments in addition to the information attached to this memorandum are included below.

COR 008- Lintels for Windows in Existing Walls (RFI 22)

Demolition of existing wall at new window locations (14 windows) exposed the original construction and it was determined that additional masonry work and installation of steel lintels at the various window locations would be required to assure a tight and sturdy window installation.

COR 009- EMS Storage Room 140 Shoring Ceiling and Enclosure Ceiling Opening (RFI 18)

Room 140 is designated as EMS equipment storage room. Physical conditions at the point where a new wall meets the roof were determined inadequate for support of the roof and a new steel beam was required to provide for adequate support at that location.

COR 003- P-3 Walls on South and East Walls of Training Room 001

A revision to the finished wall construction in training Room 001 on the south and east walls is required to accommodate a sewer stack and provide a central location to reinstall an existing smart board. Walls were originally intended to be painted drywall but are modified to utilize a new stud wall bump out to allow for installation of the smart board.

COR 011- Stair 1 Wall Height (RFI 20)

The existing wall was determined to be too low for proper installation of a new handrail at the proper height to meet the applicable codes.

COR 002- Lav Shields in Place of Lav Guards on P3 Fixtures

Upgraded guards to protect plumbing under various sinks.

COR 007- Shower Bases (RFI 17)

Upgraded shower bases in anticipation of heavy use to increase the durability and life expectancy in anticipation of heavy use.

COR 010- Floor Sink in Basement Mechanical Room (RFI 23)

The existing floor drain in the basement mechanical room was found to be inadequate for the three drains in that portion of the building. A floor sink is proposed to replace the existing floor drain.

Change Order

No. 3

Date of Issuance: 02/14/2025 Effective Date: _____

Project: Jackson Fire Station #1 Building Addition and Renovations	Owner: City of Jackson	Owner's Contract No.: 24-35
Contract: General Contract		Date of Contract: 04/02/2024
Contractor: Penzel Construction Company, Inc.		Engineer's Project No.: 22-273

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

- Structural modifications due to renovations and plumbing upgrades

Attachments (list documents supporting change):

- COR 002, 003, 007, 008, 009, 010, & 011 from Penzel Construction

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price: \$ 3,618,700.00

Original Contract Times: Working days Calendar days
 Substantial completion (date): 05/01/2025
 Ready for final payment (date): 07/01/2025

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2:
\$ 0.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2:
 Substantial completion (days): 33
 Ready for final payment (days): 33

Contract Price prior to this Change Order: \$ 3,618,700.00

Contract Times prior to this Change Order:
 Substantial completion (date): 06/03/2025
 Ready for final payment (date): 08/04/2025

[Increase] [~~Decrease~~] of this Change Order: \$ 50,289.96

[Increase] [Decrease] of this Change Order:
 Substantial completion (days): n/a
 Ready for final payment (days): n/a

Contract Price incorporating this Change Order: \$ 3,668,989.56

Contract Times with all approved Change Orders:
 Substantial completion (date): 06/03/2025
 Ready for final payment (date): 08/04/2025

RECOMMENDED:
 By: [Signature]
 Engineer (Authorized Signature)
 Date: 02/14/2024

ACCEPTED:
 By: _____
 Owner (Authorized Signature)
 Date: _____

ACCEPTED:
 By: [Signature]
 Contractor (Authorized Signature)
 Date: 3-12-25

2/12/25

Change Order Request Summary - Jackson Fire Station #1			
COR No.	Description	Status	Amount
008	Lintels for Windows in Existing Walls (RFI 22)	Submitted	\$ 37,120.20
009	ESI 2 (RFI 18) EMS Storage Rm 140 Shoring Ceiling and Enclose Ceiling Opening	Submitted	\$ 2,990.06
003	P-3 Walls on South and East Walls of Training Room 001	Submitted	\$ 3,261.72
011	Stair 1 Center Wall Height (RFI 20)	Submitted	\$ 785.00
002	Lav Shields in place of Lav Guards on P3 Fixtures	Submitted	\$ 1,715.70
007	Shower Bases (RFI 17)	Submitted	\$ 2,584.05
010	Floor Sink in Basement Mech Rm	Submitted	\$ 1,832.83
Total			\$ 50,289.56



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: March 13, 2025

RE: DNR Required Payments and Abatement Order on Consent

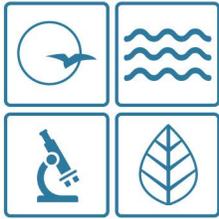
Attached is the findings letter from DNR resulting from last year's unexpected sewer manhole overflow at Stotler Way. The following payments are required:

\$5,466.80 to the Cape Girardeau County Treasurer as custodian of the Cape Girardeau County School Fund

\$407.02 to the State of Missouri as reimbursement for their time in processing their investigation and findings.

Also attached is the Abatement Order on Consent associated with their findings.

If you have questions, please contact me at jsanders@jacksonmo.org or 573-243-2300 x 2031.



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Mike Kehoe
Governor

Kurt U. Schaefer
Director

February 6, 2025

The Honorable Dwain Hahs, Mayor
City of Jackson
101 Court Street
Jackson, MO 63755
Via email to jsanders@jacksonmo.org

RE: Jackson Wastewater Treatment Plant, MO-0022853, Cape Girardeau County, Referral
Notice of Violation No. SE240018

Dear Mayor Hahs:

The Missouri Department of Natural Resources is pursuing Enforcement Action against the city of Jackson for non-compliance with Missouri Clean Water Law and its implementing regulations through an administrative order. Enclosed, please find one copy of a draft Abatement Order on Consent (AOC) for joint signature detailing proposed terms to achieve resolution. Such an agreement will avoid the time and expense of litigation and provide the quickest route to compliance and resolution of this issue. At this time, the department is offering to reduce the \$6,833.50 administrative penalty by 20 percent to \$5,466.80, if the AOC is signed and returned within 30 days receipt of the draft AOC. This 30-day deadline may be extended at the department's discretion.

If the AOC is acceptable as written, please sign and date the AOC and forward it and a check in the amount of \$5,466.80 for the administrative penalty and a check in the amount of \$407.02 for the department's investigative costs and expenses to:

Accounting Program
Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0477

If the AOC is not acceptable as written, you may submit an alternative AOC containing the same basic provisions for our consideration to the address listed below. If you would like to schedule a meeting to negotiate any terms of this agreement, please respond within 30 days receipt of this letter to Madisyn Branch at Department of Natural Resources, Water Protection Program, Compliance and Enforcement Section, P.O. Box 176, Jefferson City, MO 65102-0176; by phone at 573-522-3779; or by email at cwenf@dnr.mo.gov.



Jackson WWTP
Page 2

If we do not receive a response or we are unable to reach an agreement, the department may issue an Administrative Penalty Order or initiate referral of these violations to the Attorney General's Office to pursue litigation.

Thank you for your attention to this matter.

Sincerely,

WATER PROTECTION PROGRAM



John Hoke
Director

JH/mbc

Enclosure

c: Brad Ledbetter, Director, Southeast Regional Office
Accounting Program

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE APPROVING AND RATIFYING AN ABATEMENT ORDER ON CONSENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND MISSOURI DEPARTMENT OF NATURAL RESOURCES, RELATIVE TO NOTICE OF VIOLATION NO. SE240018; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the City of Jackson entered into an agreement with Missouri Department of Natural Resources on March 4, 2025, prior to formal approval by the Board of Aldermen;

WHEREAS, the Board of Aldermen has reviewed the terms and conditions of said agreement and finds them to be in the best interest of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. The agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Missouri Department of Natural Resources**, is hereby approved and ratified.

Section 2. The Mayor and City Clerk are authorized and directed to execute any and all documents necessary to effectuate the terms of the contract.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 17, 2025.

SECOND READING: March 17, 2025.

PASSED AND APPROVED this 17th day of March, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:)	
)	
City of Jackson)	Order No. 2025-WPCB-1921
)	
Proceeding under the)	
Missouri Clean Water Law)	

ABATEMENT ORDER ON CONSENT

The issuing of this Abatement Order on Consent (AOC) No. 2025-WPCB-1921, by the Missouri Department of Natural Resources (Department), is a formal administrative action by the State of Missouri and is being issued because the City of Jackson (Respondent) violated the Missouri Clean Water Law (MCWL). This AOC is issued under the authorities of Sections 644.056 and 644.079, Revised Statutes of Missouri (RSMo). Failure to comply with this AOC is, by itself, a violation of Section 644.076.1, RSMo. Litigation may occur without further notice if there is not compliance with the requirements of this AOC. This AOC does not constitute a waiver or a modification of any requirements for the MCWL, or its implementing regulations, all of which remain in full force and effect. Compliance with the terms of this AOC shall not relieve the Respondent of liability for, or preclude the Department from, initiating an administrative or judicial enforcement action to recover civil or administrative penalties for any future violations of the MCWL, or to seek injunctive relief, pursuant to Chapter 644, RSMo.

FINDINGS OF FACT

1. The Respondent is a fourth-class municipality with a population of approximately 15,481 residents. The Respondent owns and operates a wastewater treatment facility (WWTF) that consists of screening, an influent lift station, two oxidation ditches, three final clarifiers, UV

disinfection, an effluent lift station, aerobic digester, sludge processing tank, sludge holding tank, and two sludge storage tanks. The WWTF is located at 2230 Lee Avenue, Jackson, in Cape Girardeau County. The WWTF has a design population equivalent of 17,900, a design flow of 2.4 million gallons per day and an actual flow of 1.73 million gallons per day. Treated effluent discharges through Outfall No. 001 of the WWTF to Goose Creek, subject to the conditions and requirements of Missouri State Operating Permit No. MO-0022853 (Permit).

2. Goose Creek and its tributaries are waters of the State as the term is defined by Section 644.016(31), RSMo.

3. Untreated domestic wastewater is a water contaminant as the term is defined by Section 644.016(28), RSMo.

4. Substances or conditions in sufficient amounts to result in toxicity to human, animal, or aquatic life violate general criteria for water quality standards as defined by 10 CSR 20-7.031(4)(D).

5. On April 8, 2024, the Department staff responded to an environmental concern reporting dead fish near 557 North Donna Drive in Jackson, Missouri. During the investigation, Department staff observed a Sanitary Sewer Overflow (SSO) occurring from a manhole. The SSO traveled into the creek, a Tributary to Goose Creek, upstream of where the dead fish were observed. Samples taken by Department staff indicate that the SSO reduced the dissolved oxygen level in the stream to 0.9 mg/L. Based on the violations documented during the April 8, 2024, investigation, the Department issued Referral Notice of Violation No. SE240018 to the Respondent on April 24, 2024.

6. The MCWL and Section 644.096, RSMo, authorize the state, or any political subdivision or agency, to recover actual damages, including all costs and expenses necessary to

establish or collect any sums under Sections 644.006 to 644.141, RSMo, and the costs and expenses of restoring any waters of the State to their condition as they existed before the violation, sustained by it because of any violation.

STATEMENT OF VIOLATIONS

The Respondent has violated the MCWL, and its implementing regulations as follows:

7. Discharged water contaminants into waters of the State, which reduced the quality of such waters below the Water Quality Standards established by the Missouri Clean Water Commission, in violation of Sections 644.051.1(2) and 644.076.1, RSMo, and 10 CSR 20-7.031; and

8. Caused pollution of waters of the State or placed or caused or permitted to be placed a water contaminant, domestic wastewater, in a location where it was reasonably certain to cause pollution of waters of the State, in violation of Sections 644.051.1(1) and 644.076.1, RSMo.

AGREEMENT

9. The Department and the Respondent desire to amicably resolve all claims that may be brought against the Respondent for violations alleged above in Statement of Violations.

10. The provisions of this AOC shall apply to and be binding upon the parties executing this AOC, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations, and any persons acting under, through, or for the parties. Any changes in ownership or corporate status, including but not limited to any transfer of assets or real or personal property, shall not affect the responsibilities of the Respondent under this AOC.

11. Sections 644.076.1 and 644.079, RSMo, authorize the imposition of penalties for violations of the MCWL and establish monetary penalties of up to \$10,000 per day per violation. The penalty contained in this AOC was calculated using the Penalty Assessment Protocol described in 10 CSR 20-3.010.

12. The Respondent, in compromise and satisfaction of the Department's claims relating to the above-referenced violations, is ordered and agrees, without admitting liability or fault, to pay an administrative penalty in the amount of \$6,833.50. The penalty is reduced to \$5,466.80 (80 percent of the assessed penalty) if payment is received within 30 days of the date the proposed Order is sent to the Respondent and based on the Respondent's full participation in the conference, conciliation, and persuasion process. The payment shall be in the form of a check made payable to "Cape Girardeau County Treasurer, as custodian of the Cape Girardeau County School Fund." The check in the amount of \$5,466.80 is due and payable upon execution of this AOC by the Respondent if this AOC is signed within 30 days of the date the proposed Order is sent to the Respondent, or \$6,833.50 if it is not. The check and signed copy of the AOC shall be delivered to:

Accounting Program
Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0477

13. The Respondent is ordered and agrees to pay the State's investigative costs, expenses, and damages in the amount of \$407.02. This amount shall be due upon the Respondent's signature and submittal of this AOC. The check shall be made payable to "State of Missouri" and shall be delivered along with a signed copy of the AOC to:

Accounting Program
Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0477

14. The Respondent is ordered and agrees to comply with the MCWL, Chapter 644, RSMo, and its implementing regulations at all times in the future.

15. This AOC shall terminate upon payment of the administrative penalty and the State's investigative costs, expenses, and damages.

SUBMISSIONS

16. All other documentation submitted to the Department for compliance with this AOC shall be submitted within the timeframes specified to cwenf@dnr.mo.gov or:

Madisyn Branch
Department of Natural Resources
Water Protection Program
Compliance and Enforcement Section
P.O. Box 176
Jefferson City, MO 65102-0176

OTHER PROVISIONS

17. Immediately upon becoming aware that a deadline or milestone as set forth in this AOC will not be completed by the required deadline, the Respondent shall notify the Department by telephone or electronic mail: i) identifying the deadline that will not be completed; ii) identifying the reason for failing to meet the deadline; and iii) proposing an extension to the deadline. Within five days of notifying the Department, the Respondent shall submit to the Department, for review and approval, a written request containing the same basic provisions of i, ii, and iii listed above. The Department may grant an extension if it deems appropriate. Failure to submit a written notice to the Department may constitute a waiver of the Respondent's right to request an extension and may be grounds for the Department to deny the Respondent an extension.

18. Should the Respondent fail to meet the terms of this AOC, including the deadlines set out in Paragraphs 9 through 15, the Respondent shall be subject to pay stipulated penalties in the following amount:

<u>Days of Violation</u>	<u>Amount of Penalty</u>
1 to 30 days	\$100 per day
31 to 90 days	\$250 per day
91 days and above	\$500 per day

Stipulated penalties will be paid in the form of a check made payable to “Cape Girardeau County Treasurer, as custodian of the Cape Girardeau County School Fund.” Any such stipulated penalty shall be paid within ten days of demand by the Department and shall be delivered to:

Accounting Program
 Department of Natural Resources
 P.O. Box 477
 Jefferson City, MO 65102-0477

19. Compliance with this AOC resolves only the specific violations described herein, and this AOC shall not be construed as a waiver or modification for any other requirements of the MCWL and regulations, or any other source of law. Nor does this AOC resolve any future violations of this AOC or any law or regulation. Consistent with 10 CSR 20-3.010(5), this AOC shall not be construed as satisfying any claim by the state or federal government for natural resource damages.

20. Nothing in this AOC forgives the Respondent from future non-compliance with the laws of the State of Missouri, nor requires the Department or State of Missouri to forego pursuing by any legal means for any non-compliance with the laws of the State of Missouri. The terms stated herein constitute the entire and exclusive agreement of the parties. There are no other obligations of the parties, be they express or implied, oral, or written, except those expressly set forth herein. The terms of this AOC supersede all previous memoranda of

understanding, notes, conversations, and agreements, express or implied. This AOC may not be modified orally.

21. By signing this AOC, all signatories assert that they have read and understood the terms of this AOC, and that they have the authority to sign this AOC on behalf of their respective party.

22. The effective date of the AOC shall be the date the Department signs the AOC. The Department shall send a fully executed copy of this AOC to the Respondent for their records.

COST ANALYSIS FOR COMPLIANCE

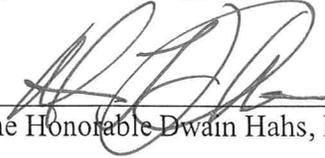
23. Pursuant to Section 644.145, the Cost Analysis for Compliance (CAFCom) addresses the obligations included within this AOC and is attached hereto as Exhibit 1. This CAFCom does not address future improvements that may be necessary to comply with the MCWL or its implementing regulations. This AOC requires the Respondent to pay an administrative penalty and the State's investigative costs, expenses, and damages.

NOTICE OF APPEAL RIGHTS

24. By signing this AOC, the Respondent consents to its terms and waives any right to appeal, seek judicial review, or otherwise challenge the terms and conditions of this AOC, including the CAFCom referenced herein, pursuant to Sections 621.250, 640.010, 640.013, 644.056.3, 644.079.2, Chapter 536 RSMo, 644.145, RSMo, 10 CSR 20-1.020, 10 CSR 20-3.010, 10 CSR 20-6.020(5), the Missouri Constitution, or any other source of law.

SIGNATORY AUTHORITY

Agreed to on this 4th day of March, 2025



The Honorable Dwain Hahs, Mayor



Agreed to and ordered on this _____ day of _____, 2025

DEPARTMENT OF NATURAL RESOURCES

John Hoke, Director

Water Protection Program

- c: Brad Ledbetter, Director, Southeast Regional Office
- Operating Permits Section
- General Counsel's Office
- Accounting Program
- Fiscal Management Section

**Missouri Department of Natural Resources
Water Protection Program
Cost Analysis for Compliance
(In accordance with RSMo 644.145)**

**Jackson Wastewater Treatment Plant
City of Jackson
Missouri State Operating Permit No. MO-0022853**

Section 644.145, Revised Statutes of Missouri (RSMo), requires the Missouri Department of Natural Resources to make a “finding of affordability” when “issuing permits under” or “enforcing provisions of” state or federal clean water laws “pertaining to any portion of a combined or separate sanitary sewer system for publicly owned treatment works.” This cost analysis does not dictate how the city will comply with the Abatement Order on Consent (AOC). This analysis addresses potential costs for the city to comply with Missouri State Operating Permit (Permit) conditions and the Missouri Clean Water Law and to resolve past non-compliance through an AOC.

Requirements Now Being Enforced in the AOC:

The AOC requires the city to pay an administrative penalty. Sanitary sewer overflows (SSOs) are defined as untreated sewage releases and are considered bypassing. Bypasses are prohibited by the permit. A SSO and release occurred from the city’s sanitary sewer collection system.

Flow and Connections

The size of the facility evaluated was chosen based on the permitted actual flow. If significant population growth is expected in the community, or if a significant portion of the flow is due to inflow and infiltration, then the flows and resulting estimated costs may differ. The number of connections was reported by the city on the Financial Questionnaire.

Flow Evaluated: 1,730,000 gallons per day	
Connection Type	Number
Residential	6,361
Commercial	622
Industrial	7
Total	6,990

Data Collection for this Analysis

This cost analysis is based on data available to the department as provided by the city and data obtained from readily available sources. For the most accurate analysis, it is essential that the city provides the department with current information about the city’s financial and socioeconomic situation. The financial questionnaire available to permittees on the department’s website (<https://dnr.mo.gov/document-search/financial-questionnaire-mo-780-2511>) is a required attachment to the permit renewal application. If the financial questionnaire is not submitted with the renewal application, the department sends a request to complete the form with the welcome correspondence. If certain data were not provided by the city to the department and the data are not obtainable through readily available sources, this analysis will state that the information is “unknown”.

Eight Criteria of 644.145 RSMo

The department must consider the eight criteria presented in subsection 644.145 RSMo to evaluate the cost associated with compliance with the AOC.

(1) A community’s financial capability and ability to raise or secure necessary funding;

Table 1. Current Financial Information for the City of Jackson	
Current Monthly User Rates per 5,000 gallons*	\$35.59
Municipal Bond Rating (if applicable)	Unknown
Bonding Capacity**	\$58,460,295
Median Household Income (MHI) ¹	\$75,484

Current Annual Operating Costs (excludes depreciation)	\$1,183,766
Current Outstanding Debt for the Facility	\$580,000
Amount within the Current User Rate Used toward Payments on Outstanding Debt Related to the Current Wastewater Infrastructure	\$9.58

* User Rates were reported by the city on the Financial Questionnaire.
 ** General Obligation Bond capacity allowed by constitution: Cities: up to 20% of taxable tangible property;

(2) Affordability of pollution control options for the individuals or households at or below the median household income level of the community;

The cost estimates located within this document are for payment of the administrative penalty proposed in the AOC.

Cost Estimate Assumptions:

- This assessment assumes the full administrative penalty proposed in the AOC will be paid upfront upon execution of the AOC by the city of Jackson.

(2A) Administrative Penalty Cost Estimates:

The department anticipates that the payment of an administrative penalty will not impact the monthly user rate for sewer services because it is a short-term expense.

Table 2A. Estimated Costs for Administrative Penalty and Cost Recovery		
(1)	Current Monthly User Cost	\$35.59
(2)	Current Monthly User Cost as a Percent of MHI ²	0.57%

(3) An evaluation of the overall costs and environmental benefits of the control technologies;

The requirements of AOC do not affect the treatment facility's control technology or its implementation.

(4) Inclusion of ongoing costs of operating and maintaining the existing wastewater collection and treatment system, including payments on outstanding debts for wastewater collection and treatment systems when calculating projected rates:

The city reported their outstanding debt for their current wastewater collection and treatment systems to be \$580,000. The city reported that each user pays \$35.59 each month, of which, \$9.58 is used toward payments on the current outstanding debt. As discussed in Criterion 2D, payment of an administrative penalty is not projected to have any impact on the monthly user rate.

(5) An inclusion of ways to reduce economic impacts on distressed populations in the community, including but not limited to low and fixed income populations. This requirement includes but is not limited to:

- (a) Allowing adequate time in implementation schedules to mitigate potential adverse impacts on distressed populations resulting from the costs of the improvements and taking into consideration local community economic considerations.
 - The local community’s socioeconomic conditions and potential adverse impacts on distressed populations resulting from the cost of the improvements were considered when establishing the AOC’s Schedule of Compliance (SOC).
 - The AOC allows the city to request an extension of milestones in the AOC’s SOC. Should the city become aware of a milestone date that they will not be able to meet, the city can propose changes to the milestone due date, based on the city’s cost estimate or financial information.
 - If the city can demonstrate that the proposed pollution controls result in substantial and widespread economic and social impact, they may use Factor 6 of the Use Attainability Analysis 40 CFR 131.10(g)(6) in the form of a variance. This process is completed by determining the treatment type with the highest attainable effluent quality that would not result in a socio-economic hardship. For more information on variance requests, please visit the department’s water quality standards webpage at <https://dnr.mo.gov/water/what-were-doing/water-planning/quality-standards-impaired-waters-total-maximum-daily-loads/standards/variance>.
- (b) Allowing for reasonable accommodations for regulated entities when inflexible standards and penalties would impose a disproportionate financial hardship in light of the environmental benefits to be gained.
 - An opportunity may exist for the relocation of the point of discharge to a receiving stream capable of a greater mixing zone.

- The city may apply for State Revolving Fund (SRF) financial support in order to help fund a capital improvements plan. Other loans and grants also exist for which the facility may be eligible. More information can be found on the department's Financial Assistance Center website at <https://dnr.mo.gov/water/business-industry-other-entities/financial-opportunities/financial-assistance-center/wastewater>.

Table 5. Socioeconomic Data ^{1,3-7} for the City of Jackson

The following table characterizes the current overall socioeconomic condition of the community as compared to the overall socioeconomic condition of Missouri. The following information was compiled using the latest U.S. Census data.

No.	Administrative Unit	Jackson City	Missouri State	United States
1	Population (2022)	15,394	6,154,422	331,097,593
2	Percent Change in Population (2000-2022)	28.9%	10.0%	17.7%
3	2022 Median Household Income (in 2023 Dollars)	\$75,484	\$68,634	\$78,242
4	Percent Change in Median Household Income (2000-2022)	2.1%	-1.1%	1.9%
5	Median Age (2022)	35.0	38.8	38.8
6	Change in Median Age in Years (2000-2022)	-0.7	2.7	3.5
7	Unemployment Rate (2022)	3.8%	4.3%	5.3%
8	Percent of Population Below Poverty Level (2022)	8.4%	12.8%	12.5%
9	Percent of Household Received Food Stamps (2022)	8.3%	10.0%	11.5%
10	(Primary) County Where the Community Is Located	Cape Girardeau County		

(6) An assessment of other investments and operating costs relating to environmental improvements and public health protection;

The city is in the process of obtaining a SRF loan to implement upgrades at the wastewater treatment plant. The city also has upgrades to the water plant in construction, as well as a water main upgrade planned for the future.

(7) An assessment of factors set forth in the United States Environmental Protection Agency's guidance, including but not limited to the "Combined Sewer Overflow Guidance for Financial Capability Assessment and Schedule Development" that may ease the cost burdens of implementing wet weather control plans, including but not limited to small system considerations, the attainability of water quality standards, and the development of wet weather standards;

(7A) The following table characterizes the community's overall financial capability to raise the necessary funds to meet the AOC requirements.

Table 7A. Financial Capability Indicator

Indicators	Strong (3 points)	Mid-Range (2 points)	Weak (1 point)	Score
Bond Rating Indicator	Above BBB or Baa	BBB or Baa	Below BBB or Baa	Unknown
Overall Net Debt as a % of Full Market Property Value	Below 2%	2% - 5%	Above 5%	3
Unemployment Rate (2022)	Beyond 1% below Missouri average of 4.3%	± 1% of Missouri average of 4.3%	Beyond 1% above Missouri average of 4.3%	2
2022 Median Household Income (in 2023 Dollars)	Beyond 25% above Missouri MHI (\$68,634)	± 25% of Missouri MHI (\$68,634)	Beyond 25% below Missouri MHI (\$68,634)	2
Percent of Population Below Poverty Level (2022)	Beyond 10% below Missouri average of 12.8%	± 10% of Missouri average of 12.8%	Beyond 10% above Missouri average of 12.8%	2
Percent of Household Received Food Stamps (2022)	Beyond 5% below Missouri average of 10.0%	± 5% of Missouri average of 10.0%	Beyond 5% above Missouri average of 10.0%	2

Property Tax Revenues as a % of Full Market Property Value	Below 2%	2% - 4%	Above 4%	3
Property Tax Collection Rate	Above 98%	94% - 98%	Below 94%	3
Total Average Score (Financial Capability Indicator)	--	--	--	2.4

(7B) The **Financial Capability Indicator** and the **Residential Indicator** are considered jointly in the Financial Capability Matrix to determine the financial burden that could occur from compliance with the requirements of the AOC.

- Financial Capability Indicator (from Table 7A): 2.4
- Administrative Penalty and Cost Recovery Residential Indicator (from Table 2A): 0.57%

Table 7B. Financial Capability Matrix:

Financial Capability Indicator	Residential Indicator (User Rate as a % of MHI)		
	Low (Below 1%)	Mid-Range (1.0% to 2.0%)	High (Above 2.0%)
Weak (Below 1.5)	Medium Burden	High Burden	High Burden
Mid-Range (1.5 – 2.5)	Low Burden	Medium Burden	High Burden
Strong (Above 2.5)	Low Burden	Medium Burden	High Burden

- Resulting Financial Burden for Administrative Penalty and Cost Recovery: Low Burden

(8) An assessment of any other relevant local economic condition.

The city did not report any other relevant local economic conditions.

Conclusion and Finding

A SSO from the city’s sanitary sewer system resulted in a discharge to waters of the State and caused pollution, requiring the department to negotiate this AOC with the city to resolve the violations. The department considered the eight criteria presented in subsection 644.145 when evaluating the cost associated with the corrective actions needed to meet AOC requirements.

The department estimates the payment of administrative penalty and cost recovery will not impact the monthly user costs. The current user rate is 0.57 percent of the MHI, which the department considers affordable.

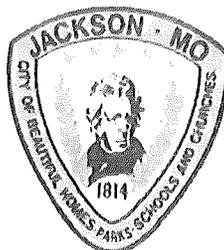
Because each community is unique, the department wants to make sure that each community has the opportunity to consider all options and tailor solutions to best meet their needs. The department understands the economic challenges associated with achieving compliance and is committed to using all available tools to make an accurate and practical finding of affordability for Missouri communities. If the community is interested in the funding options available to them, please contact the Financial Assistance Center for more information. <https://dnr.mo.gov/env/wpp/srf/index.html>

This determination is based on readily available data and may overestimate the financial impact on the community.

References

- (A) 2022 MHI in 2022 Dollar: U.S. Census Bureau. (2022). Income in the Past 12 Months (in 2022 Inflation-Adjusted Dollars). *American Community Survey, ACS 5-Year Estimates Subject Tables, Table S1901*. From <https://data.census.gov/table/ACSST5Y2022.S1901?g=160XX00US2952328>
- (B) 2000 MHI in 1999 Dollar: (1) For United States, United States Census Bureau (2003) 2000 Census of Population and Housing, Summary Social, Economic, and Housing Characteristics, PHC-2-1 Part 1. United States Summary, Table 5. Work Status and Income in 1999: 2000, Washington, DC. <https://www.census.gov/content/dam/Census/library/publications/2003/dec/phc-2-1-pt1.pdf>
- (2) For Missouri State, United States Census Bureau (2003) 2000 Census of Population and Housing, Summary Social, Economic, and Housing Characteristics, PHC-2-27, Missouri, Table 10. Work Status and Income in 1999: 2000, Washington, DC. <https://www2.census.gov/library/publications/2003/dec/phc-2-27-pt1.pdf>
- (C) 2023 CPI, 2022 CPI and 1999 CPI: U.S. Department of Labor Bureau of Labor Statistics (2022) Consumer Price Index - All Urban Consumers, U.S. City Average. All Items. 1982-84=100. <https://www.bls.gov/data/>.

- (D) 2022 MHI in 2023 Dollar = 2022 MHI in 2022 Dollar x 2023 CPI / 2022 CPI; 2000 MHI in 2023 Dollar = 2000 MHI in 1999 Dollar x 2023 CPI / 1999 CPI.
- (E) Percent Change in Median Household Income (2000-2023) = (2022 MHI in 2023 Dollar - 2000 MHI in 2023 Dollar) / (2000 MHI in 2023 Dollar).
2. $(\$35.59/(\$75,484/12))100\% = 0.57\%$ (Penalty)
 3. (A) U.S. Census Bureau. (2022). Total Population. *American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B01003*. From <https://data.census.gov/table/ACSST5Y2022.B01003?q=B01003&g=0400000US29.160000&tid=ACSST5Y2019.B01003>.
 (B) Total Population in 2000: (1) For United States, United States Census Bureau (2002) 2000 Census of Population and Housing, Summary Social, Economic, and Housing Characteristics, PHC-1-1 Part 1. United States Summary, Table 9. Age and Sex: 2000, Washington, DC. <https://www.census.gov/content/dam/Census/library/publications/2002/dec/phc-1-1-pt1.pdf>.
 (2) For Missouri State, United States Census Bureau (2002) 2000 Census of Population and Housing, Summary Population and Housing Characteristics, PHC-1-27, Missouri, Table 1. Age and Sex: 2000, Washington, DC. <https://www2.census.gov/library/publications/2002/dec/phc-1-27.pdf>.
 (C) Percent Change in Population (2000-2022) = (Total Population in 2022 - Total Population in 2000) / (Total Population in 2000).
 4. (A) Median Age in 2022: U.S. Census Bureau. (2022). Median Age by Sex. *American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B01002*. From <https://data.census.gov/table/ACSST5Y2022.B01002?q=B01002&g=0400000US29.160000&tid=ACSST5Y2019.B01002>.
 (B) Median Age in 2000: (1) For United States, United States Census Bureau (2002) 2000 Census of Population and Housing, Summary Social, Economic, and Housing Characteristics, PHC-1-1 Part 1. United States Summary, Table 9. Age and Sex: 2000, Washington, DC., Page 2. <https://www.census.gov/content/dam/Census/library/publications/2002/dec/phc-1-1-pt1.pdf>.
 (2) For Missouri State, United States Census Bureau (2002) 2000 Census of Population and Housing, Summary Population and Housing Characteristics, PHC-1-27, Missouri, Table 1. Age and Sex: 2000, Washington, DC. <https://www2.census.gov/library/publications/2002/dec/phc-1-27.pdf>.
 (C) Change in Median Age in Years (2000-2022) = (Median Age in 2022 - Median Age in 2000).
 5. U.S. Census Bureau. (2022). Employment Status for the Population 16 Years and Over. *American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B23025*. From <https://data.census.gov/table/ACSST5Y2022.B23025?q=B23025&g=0400000US29.160000&hidePreview=false&tid=ACSST5Y2019.B23025>.
 6. U.S. Census Bureau. (2022). Poverty Status in the Past 12 Months. *American Community Survey, ACS 5-Year Estimates Subject Tables, Table S1701*. From <https://data.census.gov/table/ACSST5Y2022.S1701?q=S1701&g=0400000US29.160000&hidePreview=false&tid=ACSST5Y2019.S1701>.
 7. U.S. Census Bureau. (2022). Food Stamps/Supplemental Nutrition Assistance Program (SNAP). *American Community Survey, ACS 5-Year Estimates Subject Tables, Table S2201*. From <https://data.census.gov/table/ACSST5Y2022.S2201?q=Receipt%20of%20Food%20Stamps&g=0400000US29.050000.29.160000&hidePreview=true&tid=ACSST5Y2019.S2201>



GENERAL SPECIFICATIONS FOR THE POWER PLANT PAINTING PROJECT

These Specifications are included in and are a part of the Bid Documents for this program.

PURPOSE: To scrape, sand blast (as necessary), and paint the upper fuel tanks, Cooling tower #2, and the waste oil containment area.

SCOPE OF WORK: The Contractor shall provide all preparations, labor, equipment, and materials necessary to complete the exterior preparing and painting of the upper fuel tanks, Cooling tower #2, and the waste oil containment area located at the power plant. This shall include removal of the old caulk in containment areas and replaced with new prior to painting. Work performed under this contract must be completed to the satisfaction to the City. The City shall make the final determination regarding all questions.

PROJECT LOCATION: The job site is located at 420 Florence Street, Jackson, MO.

PROJECT SCOPE: The project scope includes the following:

1. Removal of all existing caulking in containment areas.
2. Prepare all surfaces to be caulked primed and painted.
3. Caulk, prime, and paint equipment.
4. Clean all work areas when finished.

PRODUCT TO BE USED: Prime all items with rust inhibitive metal primer and apply a minimum of two coats of DTM finish per the manufacturer product data sheets.

COLORS: The ladders shall be safety yellow all other equipment shall remain grey. The concrete in the containment areas shall be white.

THE CITY WILL: Provide water and electricity for the crew until project is completed; and assign designated parking spaces for all painting crew vehicles for the duration of the paint project.

DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY: Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures, and vegetation. In the event of damage, the Contractor shall immediately make all repairs, replacements, and dressings to damaged materials, to the approval of the City, at no additional cost to the City.

HOURS OF OPERATION: All work under this contract shall be performed between the hours of 7:30 am and 5:00 pm, Monday through Friday, local time. No exceptions to these hours shall be made without the expressed written consent of the City. All work shall be performed in accordance with a City approved service schedule to be submitted by Contractor after the Notice of Award.

COMPLETION DATE: The contractor shall complete all work within 60 days of contract award, unless otherwise agreed to in writing by both Contractor and city.

WARRANTY: Work will be completed to meet the Paint Company Warranty & Specification requirements and periodically inspected. Contractor will issue a five (5) year labor and material warranty for workmanship. If there is a paint failure due to workmanship by Contractor personnel, Contractor will provide free labor and material to correct these problem(s).

BID SHEET: The bidder must prepare and submit a completed bid sheet. By signing, the bidder acknowledges the agreement with the general specifications, conditions, and contract requirements.

INSURANCE REQUIREMENT: The bidder must prepare and submit a completed bid sheet. By signing, the bidder acknowledges the agreement with the general specifications, conditions, and contract requirements.

LIABILITY INSURANCE:

General

- A. The Contractor shall maintain Liability Insurance in the form and amounts set forth hereinafter.
- B. The Contractor shall purchase and maintain at its expense a separate endorsement on all insurance policies naming the City as a named additional insured
- C. Said insurance shall insure City from all claims for bodily injury and property damage arising from Work performed by the Contractor, including employees of the Contractor and Subcontractors.

Indemnification

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the Power Plant Painting Project involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of Contractor, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees

Forms and Amounts

A. The forms and amounts of insurance shall be as follows:

1)	<u>Comprehensive General Liability</u>			
	<u>Bodily Injury</u>		<u>Property Damage</u>	
	Each Occurrence	Annual Aggregate	Each Occurrence	Annual Aggregate
	\$1,000,000	\$2,000,000	\$300,000	\$500,000
2)	<u>Personal Injury (with "Employment Exclusion" Deleted)</u>			
	<u>Annual Aggregate</u>			
	\$1,000,000			
3)	<u>Comprehensive Automobile Liability</u>			
	<u>Bodily Injury</u>		<u>Property Damage</u>	
	Each Person	Each Accident	Each Occurrence	
	\$1,000,000	\$2,000,000	\$300,000	

B. All coverage shall be on an "occurrence" basis and not "claims made."

C. Nothing can constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

3



**POWER PLANT PAINTING PROJECT
BID SHEET**

Robert Boitnott Painting proposes to furnish all labor, equipment, and materials for the **POWER PLANT PAINTING PROJECT** and to perform all related work as provided for and in accordance with the plans, specifications, contract, and written documents for the project for the following lump sum price:

\$ 63,000

Submitted on Feb 7, 2025.

Company Name: ROBERT BOITNOTT PAINTING

Contact Name: ROBERT E BOITNOTT JR

Address: 235 HONEYUCKLE LA Cape Girardeau, mo 63701

Phone Number: (573) 450-8844 / (573) 334-6293

E-Mail: puebla59@icloud.com

Signature of authorized representative:

[Signature] (573) 450-8844

Title: OWNER

4

LOG OF BIDS RECEIVED

9:51
DAS

PROJECT TITLE: POWER PLANT PAINTING PROJECT

PROJECT MANAGER: MIKE BIRI

BID DUE DATE: THURSDAY, FEBRUARY 20, 2025 AT 10:00 AM

COMPANY NAME:

1. Robert Boitroff Painting \$63,000⁰⁰

2. _____ 10:01 Am

3. _____ DAS MFB

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

15. _____

16. _____

17. _____

18. _____

5

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *ROBERT BOITNOTT PAINTING, OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO *THE POWER PLANT EQUIPMENT PAINTING PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Robert Boitnott Painting, of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 17, 2025.

SECOND READING: March 17, 2025.

PASSED AND APPROVED this 17th day of March, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of March, 2025, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **ROBERT BOITNOTT PAINTING OF CAPE GIRARDEAU, MISSOURI**, hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the Power Plant Equipment Painting Project to be completed for the City located at the Power Plant Complex, 420 Florence Street, Jackson, Missouri.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amount named in the proposal/bid from the Contractor dated _____, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project include the Specifications and Proposal Documents which are attached hereto and made a part hereof as Exhibit A. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

Sixty-Three Thousand Dollars (\$63,000.00)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk
Address: 101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Robert Boitnott Painting

Signature

Printed Name

Title

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE VACATING AN EASEMENT LOCATED IN THE CITY OF JACKSON, MISSOURI; SPECIFICALLY DESCRIBING SAID EASEMENT; TRANSFERRING TITLE OF SAID AREA TO THE OWNERS OF RECORD; AUTHORIZING THE MAYOR AND CITY CLERK TO TRANSFER SAID AREA; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, David Voshage and Karen Voshage have requested vacation of the following described area in the City of Jackson, Missouri (see attached Exhibit A), to-wit:

THAT PART OF LOT 1 OF TURNER SUBDIVISION AS RECORDED IN DOCUMENT NO. 2016-14480 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1 OF SAID TURNER SUBDIVISION; THENCE SOUTH 08°05'42" WEST ALONG THE EAST LINE OF SAID LOT 1, 10.00 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE SOUTH 08°05'42" WEST ALONG SAID EAST LINE, 100.34 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88°18'42" WEST 15.09 FEET TO THE WEST LINE OF A ROADWAY EASEMENT DESCRIBED IN DOCUMENT NO. 2007-17068 AND DOCUMENT NO. 2015-00567 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE NORTH 08°05'42" EAST ALONG SAID WEST LINE, 101.58 FEET TO THE SOUTH LINE OF A UTILITY EASEMENT AS RECORDED IN SAID TURNER SUBDIVISION; THENCE LEAVING SAID WEST LINE, SOUTH 83°34'45" EAST ALONG SAID SOUTH LINE, 15.01 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT TO BE ABANDONED CONTAINS 1514 SQUARE FEET.

and,

WHEREAS, the Board of Aldermen deems it in the best interest of the City of Jackson, Missouri, that said area be vacated.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That the above-described area be, and that the same is hereby, vacated.

Section 2. That the Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest the signature of the Mayor on any instruments necessary for the vacation of said area.

Section 3. That the City Clerk is hereby directed to record a copy of this ordinance with the Recorder of Deeds, Cape Girardeau County, Missouri.

Section 4. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 17, 2025.

SECOND READING: March 17, 2025.

PASSED AND APPROVED this 17th day of March, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

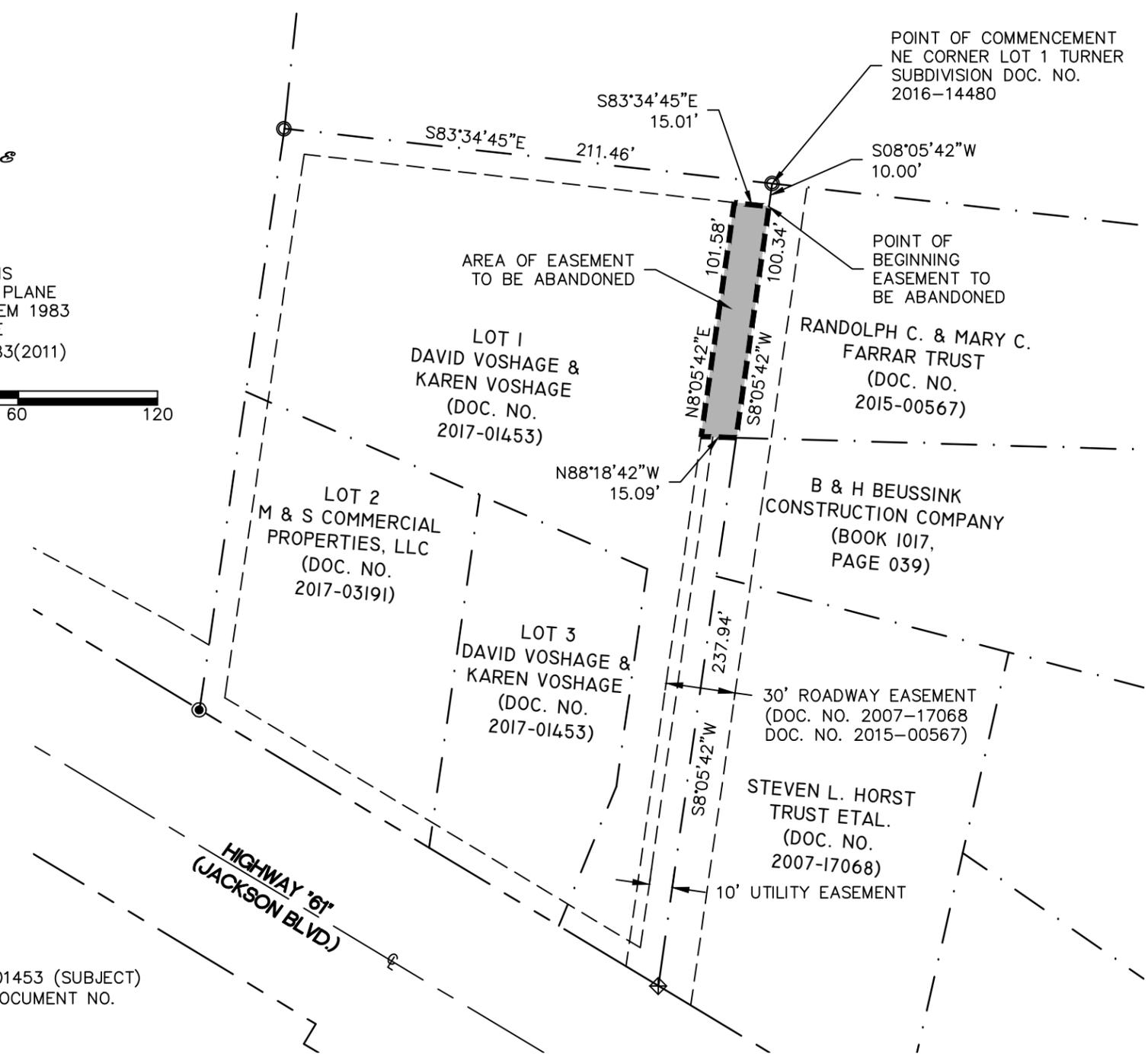
ATTEST:

City Clerk

EXHIBIT
A



NORTH BASIS
MISSOURI STATE PLANE
COORDINATE SYSTEM 1983
EAST ZONE
MODOT VRS NAD83(2011)



EASEMENT SURVEY FOR DAVID & KAREN VOSHAGE

Part of Lot 1 of Turner Subdivision, in the City of Jackson, Missouri.

EASEMENT TO BE ABANDONED - DESCRIPTION (DAVID & KAREN VOSHAGE)

THAT PART OF LOT 1 OF TURNER SUBDIVISION AS RECORDED IN DOCUMENT NO. 2016-14480 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1 OF SAID TURNER SUBDIVISION; THENCE SOUTH 08°05'42" WEST ALONG THE EAST LINE OF SAID LOT 1, 10.00 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE SOUTH 08°05'42" WEST ALONG SAID EAST LINE, 100.34 FEET; THENCE LEAVING SAID EAST LINE, NORTH 88°18'42" WEST 15.09 FEET TO THE WEST LINE OF A ROADWAY EASEMENT DESCRIBED IN DOCUMENT NO. 2007-17068 AND DOCUMENT NO. 2015-00567 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE NORTH 08°05'42" EAST ALONG SAID WEST LINE, 101.58 FEET TO THE SOUTH LINE OF A UTILITY EASEMENT AS RECORDED IN SAID TURNER SUBDIVISION; THENCE LEAVING SAID WEST LINE, SOUTH 83°34'45" EAST ALONG SAID SOUTH LINE, 15.01 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT TO BE ABANDONED CONTAINS 1514 SQUARE FEET.

REFERENCES

- 1. DOCUMENT NO. 2017-01453 (SUBJECT)
- 2. TURNER SUBDIVISION DOCUMENT NO. 2016-14480

ACCURACY STANDARD: TYPE URBAN

LEGEND

- 1. ● IRON ROD W/CAP (FOUND)
 - 2. ○ IRON ROD (FOUND)
 - 3. △ RIGHT-OF-WAY MARKER
 - 4. ⊠ CHISELED CROSS
- EASEMENT AREA TO BE ABANDONED

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 24TH DAY OF FEBRUARY 2025.

RODNEY W. AMOS MO-PLS 2007000072
113 WEST MAIN STREET
JACKSON, MISSOURI 63755

STRICKLAND ENGINEERING
113 WEST MAIN STREET
JACKSON, MISSOURI 63755
TEL: 573-243-4080
FAX: 573-243-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

EASEMENT ABANDONMENT SURVEY
FOR DAVID & KAREN VOSHAGE
2616 E. JACKSON BLVD.
JACKSON, MO

SCALE	1"=60'
DATE	02-24-2025
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	21-231

*Deeds of Dedication – Water Line Easement
Water System Facility Plan Implementation Project – Phase 2, Project 2E*

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ATTEST TO THE CITY’S ACCEPTANCE OF CERTAIN PROPERTY DEEDED TO THE CITY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED WATER LINE EASEMENT DEEDS.

WHEREAS, **David and Karen Voshage and MEC MO Holdings, LLC, Series 4, formerly known as Ahmad MO Holdings, LLC, Series 4,** of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Water Line Easement Deeds, attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the Deeds which is attached hereto, subject to all of the terms and conditions therein expressed.

Section 2. That the Mayor and City Clerk of the City of Jackson, Missouri, are hereby authorized to do all acts and execute all instruments appropriate and necessary to accept said Deeds.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said Deeds with the Recorder of Deeds, Cape Girardeau County, Missouri.

Section 4. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 17, 2025.

SECOND READING: March 17, 2025.

PASSED AND APPROVED this 17th day of March, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

TITLE OF DOCUMENT: WATER LINE EASEMENT DEED

DATE OF DOCUMENT: MARCH 7, 2025

GRANTORS: DAVID AND KAREN VOSHAGE

GRANTOR'S MAILING ADDRESS: 319 NORTH DONNA DRIVE
JACKSON, MISSOURI 63755

GRANTOR'S DEED RECORDING: DOCUMENT NO. 2017-01453

GRANTEE: CITY OF JACKSON, MISSOURI
101 COURT STREET
JACKSON, MISSOURI 63755

PROPERTY ADDRESS: 2640 EAST JACKSON BOULEVARD
JACKSON, MISSOURI 63755

LEGAL DESCRIPTION OF EASEMENT: SEE PAGE 2 OF DEED

WATER LINE EASEMENT DEED

THIS DEED, made and entered into this 7th day of March, 2025, by and between **DAVID VOSHAGE AND KAREN VOSHAGE**, husband and wife, of the County of Cape Girardeau, State of Missouri, Grantors, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantors, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

To construct, maintain, repair, replace, and operate a water line and necessary appurtenances thereto, over, upon, across, under, in and through the following described real estate situated in the City of Jackson, County of Cape Girardeau, and State of Missouri, to-wit:

Permanent Easement:

THAT PART OF LOT 1 OF TURNER SUBDIVISION AS RECORDED IN DOCUMENT NO. 2016-14480 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1 OF SAID TURNER SUBDIVISION; THENCE NORTH 22°26'29" EAST ALONG THE WEST LINE OF SAID LOT 1, 10.06 FEET TO THE NORTH LINE OF AN EXISTING UTILITY EASEMENT DEDICATED ON SAID TURNER SUBDIVISION, FOR THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 22°26'29" EAST ALONG SAID WEST LINE, 17.22 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°20'20" EAST 31.74 FEET TO THE WEST LINE OF AN EXISTING UTILITY EASEMENT DEDICATED ON SAID TURNER SUBDIVISION; THENCE SOUTH 08°05'42" WEST ALONG SAID WEST LINE, 18.69 FEET TO SAID NORTH LINE OF SAID EXISTING UTILITY EASEMENT; THENCE LEAVING SAID WEST LINE, NORTH 59°00'30" WEST ALONG SAID NORTH LINE, 36.45 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 584 SQUARE FEET.

TO HAVE AND TO HOLD the said **EASEMENT**, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs and assigns forever.

IN CONSIDERATION OF THE FOREGOING, the parties mutually agree as follows:

1. The Grantee agrees that the use hereby granted shall be limited exclusively to water utility facilities and uses incidental thereto.
2. The Grantee agrees that it will indemnify and hold harmless the Grantors from all claims and actions at law and in equity which may arise out of, or because of negligence of the Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing, and utilizing the easement granted hereunder.
3. The Grantors hereby reserve the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantors shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Grantee.
4. The Grantors agree that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owner's interest in the easement premises shall be protected to the same extent as hereunder.
5. The Grantee agrees to restore the surface of the ground to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable.

[Remainder of page intentionally left blank. Signatures appear on following page.]

EASEMENT SURVEY FOR DAVID & KAREN VOSHAGE

Part of Lot 1 of Turner Subdivision,
in the City of Jackson, Missouri.

ALDI INC.
(DOC. NO.
2022-04793)

LOT 1
DAVID VOSHAGE &
KAREN VOSHAGE
(DOC. NO.
2017-01453)

LOT 2
M & S COMMERCIAL
PROPERTIES, LLC
(DOC. NO.
2017-03191)

LOT 3
DAVID VOSHAGE &
KAREN VOSHAGE
(DOC. NO.
2017-01453)

STEVEN L. HORST
TRUST ETAL.
(DOC. NO.
2007-17068)

POINT OF COMMENCEMENT
SW CORNER LOT 1 TURNER
SUBDIVISION DOC. NO.
2016-14480

EXISTING 10'
UTILITY
EASEMENT

POINT OF
BEGINNING

HIGHWAY "67"
(JACKSON BLVD.)

PARCEL LINE TABLE		
Line #	Direction	Length
L1	N8°12'06"E	10.81
L2	N8°19'31"E	17.36
L3	(N)S8°12'06"W(E)	18.02
L4	(N)S22°26'29"W(E)	17.22
L5	N59°00'30"W	67.90
L6	N22°26'29"E	10.06
L7	S59°20'20"E	31.74
L8	S8°05'42"W	18.69
L9	N59°00'30"W	36.45



NORTH BASIS
MISSOURI STATE PLANE
COORDINATE SYSTEM 1983
EAST ZONE
MODOT VRS NAD83(2011)



REFERENCES

1. DOCUMENT NO. 2017-01453 (SUBJECT)
2. TURNER SUBDIVISION DOCUMENT NO. 2016-14480

ACCURACY STANDARD: TYPE URBAN

LEGEND

1. IRON ROD W/CAP (FOUND)
2. IRON ROD (FOUND)
3. RIGHT-OF-WAY MARKER
4. CHISELED CROSS

PERMANENT EASEMENT

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 5TH DAY OF MARCH 2025.

RODNEY W. AMOS MO-PLS 2007000072
113 WEST MAIN STREET
JACKSON, MISSOURI 63755



**STRICKLAND
ENGINEERING**

113 WEST MAIN STREET
JACKSON, MISSOURI 63755
TEL: 573-243-4080
FAX: 573-243-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

EASEMENT SURVEY FOR
DAVID & KAREN VOSHAGE
2640 E. JACKSON BLVD.
JACKSON, MO

SCALE	1"=60'
DATE	03-05-2025
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	21-231

TITLE OF DOCUMENT: WATER LINE EASEMENT DEED

DATE OF DOCUMENT: MARCH 7, 2025

GRANTORS: DAVID AND KAREN VOSHAGE

GRANTOR'S MAILING ADDRESS: 319 NORTH DONNA DRIVE
JACKSON, MISSOURI 63755

GRANTOR'S DEED RECORDING: DOCUMENT NO. 2017-01453

GRANTEE: CITY OF JACKSON, MISSOURI
101 COURT STREET
JACKSON, MISSOURI 63755

PROPERTY ADDRESS: 2616 EAST JACKSON BOULEVARD
JACKSON, MISSOURI 63755

LEGAL DESCRIPTION OF EASEMENT: SEE PAGE 2 OF DEED

WATER LINE EASEMENT DEED

THIS DEED, made and entered into this 7th day of March, 2025, by and between **DAVID VOSHAGE AND KAREN VOSHAGE**, husband and wife, of the County of Cape Girardeau, State of Missouri, Grantors, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantors, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

To construct, maintain, repair, replace, and operate a water line and necessary appurtenances thereto, over, upon, across, under, in and through the following described real estate situated in the City of Jackson, County of Cape Girardeau, and State of Missouri, to-wit:

Permanent Easement:

THAT PART OF LOT 3 OF TURNER SUBDIVISION AS RECORDED IN DOCUMENT NO. 2016-14480 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 3 OF SAID TURNER SUBDIVISION; THENCE NORTH 08°12'06" EAST ALONG THE WEST LINE OF SAID LOT 3, 10.81 FEET TO THE NORTH LINE OF AN EXISTING UTILITY EASEMENT DEDICATED ON SAID TURNER SUBDIVISION, FOR THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 08°12'06" EAST ALONG SAID WEST LINE, 18.02 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°20'20" EAST 72.32 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 22°26'29" WEST ALONG SAID EAST LINE, 17.22 FEET TO THE NORTH LINE OF SAID EXISTING UTILITY EASEMENT; THENCE LEAVING SAID EAST LINE, NORTH 59°00'30" WEST ALONG SAID NORTH LINE, 67.90 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 1,181 SQUARE FEET.

TO HAVE AND TO HOLD the said **EASEMENT**, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs and assigns forever.

IN CONSIDERATION OF THE FOREGOING, the parties mutually agree as follows:

1. The Grantee agrees that the use hereby granted shall be limited exclusively to water utility facilities and uses incidental thereto.
2. The Grantee agrees that it will indemnify and hold harmless the Grantors from all claims and actions at law and in equity which may arise out of, or because of negligence of the Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing, and utilizing the easement granted hereunder.
3. The Grantors hereby reserve the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantors shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Grantee.
4. The Grantors agree that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owner's interest in the easement premises shall be protected to the same extent as hereunder.
5. The Grantee agrees to restore the surface of the ground to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable.

[Remainder of page intentionally left blank. Signatures appear on following page.]

EASEMENT SURVEY FOR DAVID & KAREN VOSHAGE

Part of Lot 3 of Turner Subdivision,
in the City of Jackson, Missouri.

ALDI INC.
(DOC. NO.
2022-04793)

LOT 1
DAVID VOSHAGE &
KAREN VOSHAGE
(DOC. NO.
2017-01453)

LOT 2
M & S COMMERCIAL
PROPERTIES, LLC
(DOC. NO.
2017-03191)

LOT 3
DAVID VOSHAGE &
KAREN VOSHAGE
(DOC. NO.
2017-01453)

STEVEN L. HORST
TRUST ETAL.
(DOC. NO.
2007-17068)

PARCEL LINE TABLE		
Line #	Direction	Length
L1	N8°12'06"E	10.81
L2	N8°19'31"E	17.36
L3	(N)S8°12'06"W(E)	18.02
L4	(N)S22°26'29"W(E)	17.22
L5	N59°00'30"W	67.90
L6	N22°26'29"E	10.06
L7	S59°20'20"E	31.74
L8	S8°05'42"W	18.69
L9	N59°00'30"W	36.45



NORTH BASIS
MISSOURI STATE PLANE
COORDINATE SYSTEM 1983
EAST ZONE
MODOT VRS NAD83(2011)



REFERENCES

1. DOCUMENT NO. 2017-01453 (SUBJECT)
2. TURNER SUBDIVISION DOCUMENT NO. 2016-14480

ACCURACY STANDARD: TYPE URBAN

LEGEND

1. IRON ROD W/CAP (FOUND)
2. IRON ROD (FOUND)
3. RIGHT-OF-WAY MARKER
4. CHISELED CROSS

PERMANENT EASEMENT

POINT OF COMMENCEMENT
SW CORNER LOT 3 TURNER
SUBDIVISION DOC. NO.
2016-14480

POINT OF BEGINNING

EXISTING 10'
UTILITY EASEMENT

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 5TH DAY OF MARCH 2025.

RODNEY W. AMOS MO-PLS 2007000072
113 WEST MAIN STREET
JACKSON, MISSOURI 63755



**STRICKLAND
ENGINEERING**

113 WEST MAIN STREET
JACKSON, MISSOURI 63755
TEL: 573-243-4080
FAX: 573-243-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

EASEMENT SURVEY FOR
DAVID & KAREN VOSHAGE
2616 E. JACKSON BLVD.
JACKSON, MO

SCALE	1"=60'
DATE	03-05-2025
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	21-231

TITLE OF DOCUMENT: WATER LINE EASEMENT DEED

DATE OF DOCUMENT: FEBRUARY 24, 2025

GRANTOR: MEC MO HOLDINGS, LLC,
SERIES 4, FORMERLY KNOWN AS
AHMAD MO HOLDINGS, LLC

GRANTORS MAILING ADDRESS: 1200 WEST DEYOUNG
MARION, ILLINOIS 62959

GRANTORS DEED RECORDING: DOCUMENT #2021-02671

GRANTEE: CITY OF JACKSON, MISSOURI
101 COURT STREET
JACKSON, MISSOURI 63755

PROPERTY ADDRESS: 2260 EAST JACKSON BOULEVARD
JACKSON, MISSOURI 63755

LEGAL DESCRIPTION OF EASEMENT: SEE PAGES 2, 3, & 4 OF DEED

WATER LINE EASEMENT DEED

THIS DEED, made and entered into this 24th day of February, 2025, by and between **MEC MO HOLDINGS, LLC, SERIES 4, a Missouri Limited Liability Company, formerly known as AHMAD MO HOLDINGS, LLC, SERIES 4, a Missouri Limited Liability Company**, of the County of Cape Girardeau, State of Missouri, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

To construct, maintain, repair, replace, and operate a water line and necessary appurtenances thereto, over, upon, across, under, in and through the following described real estate situated in the City of Jackson, County of Cape Girardeau, and State of Missouri, to-wit:

Permanent Easement:

THAT PART OF LOT 2 OF K LAND ESTATES NO. 2, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 15, PAGE 94 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 2, 8.39 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 81°48'47" EAST 72.77 FEET; THENCE SOUTH 59°15'07" EAST 60.85 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 24°59'33" WEST ALONG SAID EAST LINE, 10.05 FEET; THENCE LEAVING SAID EAST LINE, NORTH 59°15'07" WEST 6.13 FEET; THENCE SOUTH 30°44'53" WEST 26.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°44'53" EAST 26.80 FEET; THENCE NORTH 59°15'07" WEST 43.73 FEET; THENCE NORTH 81°48'47" WEST 34.97 FEET; THENCE SOUTH 30°44'53" WEST 13.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°44'53" EAST 8.86 FEET; THENCE NORTH 81°48'47" WEST 22.84 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 5.85 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 1,712 SQUARE FEET.

Temporary Easement No. 1:

THAT PART OF LOT 2 OF K LAND ESTATES NO. 2, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 15, PAGE 94 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 59°00'19" EAST ALONG THE SOUTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 5.85 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, AND LEAVING SAID NORTH RIGHT OF WAY LINE, SOUTH 81°48'47" EAST 68.64 FEET; THENCE SOUTH 59°15'07" EAST 59.86 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 24°59'33" WEST ALONG SAID EAST LINE, 27.01 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 125.95 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,480 SQUARE FEET.

[Remainder of page intentionally left blank.]

Temporary Easement No. 2:

THAT PART OF LOT 2 OF K LAND ESTATES NO. 2, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 15, PAGE 94 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 2, 8.39 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 30°59'41" EAST ALONG SAID WEST LINE, 37.92 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°15'07" EAST 126.87 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 24°59'33" WEST ALONG SAID EAST LINE, 10.05 FEET; THENCE LEAVING SAID EAST LINE, NORTH 59°15'07" WEST 60.85 FEET; THENCE NORTH 81°48'47" WEST 72.77 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,210 SQUARE FEET AS SHOWN ON THE SURVEY WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT A.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON COMPLETION OF CONSTRUCTION.

TO HAVE AND TO HOLD the said **EASEMENT**, together with all rights and appurtenances to the same belonging, unto the said Grantee, forever.

IN CONSIDERATION OF THE FOREGOING, the parties mutually agree as follows:

1. The Grantee agrees that the use hereby granted shall be limited exclusively to water utility facilities and uses incidental thereto.

2. The Grantee covenants and agrees that the Grantee, and the Grantee's contractors, subcontractors, agents, representatives, and employees, shall at all times during construction of the Permanent Easement and notwithstanding the Temporary Easements, keep at least one-half (1/2) of vehicular access point to and from East Jackson Boulevard open and accessible for the Grantor, and the Grantor's employees, agents, guests, and invitees but that, in the event the access point to and from E. Jackson Boulevard is required to be closed more than one-half (1/2) the width in order to perform temporary construction of the Permanent Easement, the Grantee shall: (a) provide advance written notice to the Grantor of the need for such closure no less than three (3) days prior to such closure; (b) provide adequate alternative access to and from Grantor's building for Grantor's employees, guests and invitees, and otherwise ensure that Grantor's business operations, including, without limitation, customer access to the parking spaces, are not interrupted; and (c) ensure that such access point does not remain closed for more than two (2) consecutive days.

3. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend and hold harmless Grantor and its respective parents, subsidiaries and affiliates, and its respective officers, directors, shareholders, employees, representatives, agents contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated)(collectively, "Losses"), and any and all claims, demands, suits and causes of action

brought or raised against any of the Indemnified Parties (collectively, "Claims"), arising out of resulting from relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("Grantee Parties") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

4. The Grantor hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantor shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Grantee.

5. The Grantor agrees that the Grantee may assign the rights, other than relinquishing said easement, granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owner's interest in the easement premises shall be protected to the same extent as hereunder.

6. The Grantee agrees to restore the surface of the ground to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable, in a good workmanlike manner. This provision shall survive the termination of the Temporary Easement.

7. The Grantee shall pay to Grantor the sum of Eight Thousand Dollars (\$8,000.00) in return for this Water Line Easement Deed and said sum shall be paid within thirty (30) days from date of execution.

8. The term "Grantor" as used herein is intended to include its representatives, successor, and assigns.

[Remainder of page intentionally left blank. Signatures appear on following page.]

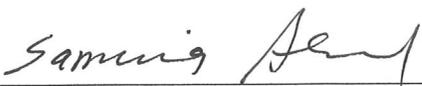
IN WITNESS WHEREOF, the said Grantor has executed these presents this 24 day of February, 2025.

MEC MO HOLDINGS, LLC, SERIES 4



Maqbool Ahmad, Manager

(SEAL)



Samina Ahmad, Manager

STATE OF ILLINOIS)

) ss.

COUNTY OF WILLIAMSON)

On this 24 day of February, 2025, before me personally appeared Maqbool Ahmad and Samina Ahmad, to me known to be the persons who executed the within document as Managers of MEC MO Holdings, LLC, Series 4, a Missouri limited liability company, and are authorized by the Operating Agreement of said limited liability company to execute the within document on behalf of said limited liability company, and acknowledged to me that they executed the same as their free act and deed and as the free act and deed of said limited liability company for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

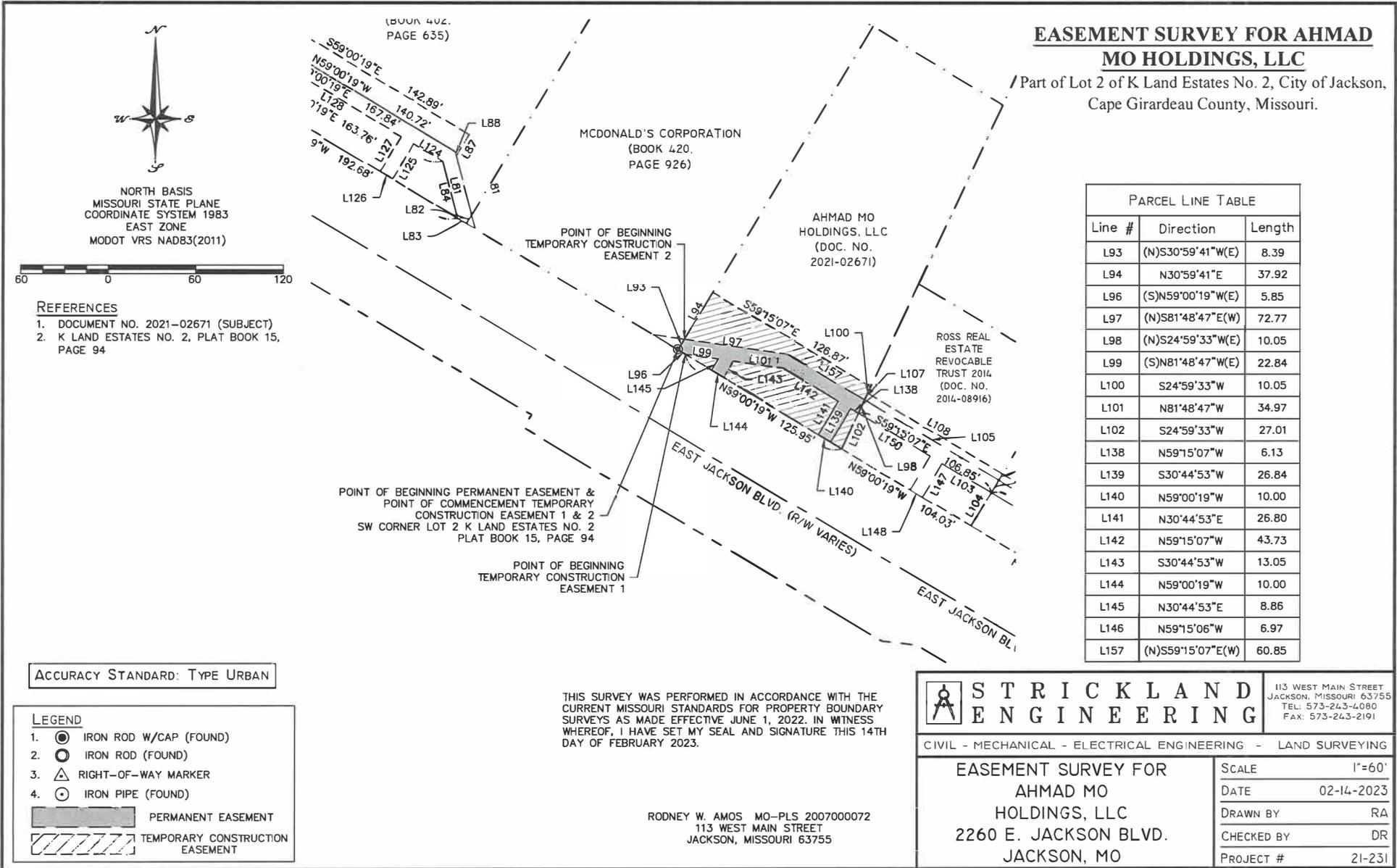
Mark A. Kochan, Notary Public

State of Illinois

County of Williamson

My term expires: _____





BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE APPROVING AND RATIFYING A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND VALUED PHARMACY SERVICES OF THE MIDWEST, LLC, OF BOSTON, MASSACHUSETTS, RELATIVE TO PROVIDING PHARMACY BENEFIT MANAGEMENT COALITION SERVICES; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the City of Jackson entered into a contract with Valued Pharmacy Services of the Midwest, LLC, on January 8, 2024, prior to formal approval by the Board of Aldermen;

WHEREAS, the Board of Aldermen has reviewed the terms and conditions of said contract and finds them to be in the best interest of the City;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. The contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and *Valued Pharmacy Services of the Midwest, LLC, of Boston, Massachusetts*, is hereby approved and ratified.

Section 2. The Mayor and City Clerk are authorized and directed to execute any and all documents necessary to effectuate the terms of the contract.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 17, 2025.

SECOND READING: March 17, 2025.

PASSED AND APPROVED this 17th day of March, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



COALITION MANAGEMENT AND CONSULTING AGREEMENT Pharmacy Benefit Management Coalition Services

This agreement (the "Agreement") is entered into this 1st day of January 2024 by and between Valued Pharmacy Services of the Midwest, LLC ("Coalition / Coalition Manager"), a Missouri corporation and City of Jackson, Missouri ("Company / Client").

RECITALS

WHEREAS Coalition Manager provides a proprietary coalition PBM offering and supporting consulting services including but not limited to, assisting the Client in contracting with a pharmacy benefit manager, negotiating terms with a PBM, evaluating pharmacy networks and drug manufacturer rebates, guidance in benefit design, implementation management and oversight, drug utilization review and report analysis, and other related services. Coalition Manager has agreed to perform PBM coalition management services and other related activities as specified in the Scope of Services below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Coalition Manager's Scope of Services.

Coalition Manager shall be available and shall provide to the Client professional coalition management and consulting services as follows:

In conjunction with the services outlined in the Recitals above, the Coalition Manager will provide a pre-negotiated PBM offering, with pre-negotiated agreements. The Coalition Manager will routinely monitor and provide oversight of the selected PBM to include review of drug utilization reporting and trend analysis.

Optional Services. Additional support and management services may be provided, as agreed upon by Client and Coalition Manager in accordance with Coalition Manager's standard billing rates.

2. Compensation to the Coalition Manager.

All consulting fees will be paid through a consulting allowance paid to Coalition Manager by Express Scripts. Client will bear no responsibility for the compensation or expenses of the Coalition Manager's Scope of Services. It is understood that the Client will not withhold any right for compensation from and by the selected PBM to the Coalition Manager throughout the term of the PBM agreement.

As agreed during the proposal stage, Client authorizes Express Scripts to pay Coalition Manager a separate quarterly fee of \$3,750 which will be deducted from quarterly rebates.

3. Independent Contractor.

Nothing herein shall be construed to create an employer-employee relationship between the Client and Coalition Manager. Coalition Manager is an independent contractor and

not an employee of the Client or any of its subsidiaries or affiliates. Coalition Manager will not represent to be or hold himself out as an employee of the Client.

4. Confidentiality.

In the course of performing coalition management and consulting services, the parties recognize that Coalition Manager may come in contact with or become familiar with information to which the Client or its subsidiaries or affiliates may consider confidential. Client's confidential information shall include all information that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including but not limited to, information pertaining to the Client's benefits programs and other proprietary systems, which information may be of value to a competitor and personal information of the Client's employees, directors, and officers. Coalition Manager agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Client personnel or their designees. Further, Client recognizes that the Coalition Manager has negotiated confidential pricing terms and agreements with PBMs and, therefore, agrees to treat these terms and agreements as confidential and not discuss or divulge it to any third party one without the express permission of the Coalition Manager.

5. Non-Circumvention.

Client recognizes that Coalition Manager has expended significant time, expense, and resources in establishing proprietary terms and agreements with PBMs. Client shall not circumvent Coalition Manager for the purposes of directly negotiating with the respective recommended and contracted PBM.

6. Term.

This Agreement shall commence on 01/01/2024 and shall terminate concurrent with the termination of the signed Agreement between the Company and selected PBM.

7. Early Termination.

Should Client cease being a member of the Coalition for any reason, Client will no longer be eligible to participate in the PBM pricing made available through the Coalition.

If Client terminates their participation in the Coalition for any reason prior to the expiration of the Initial Term or subsequent Renewal Term, Client shall not be entitled to any scheduled reimbursement of fees or rebates from the PBM for the remainder of the contract.

Should Client terminate this Agreement for any reason(s) other than material breach of contract prior to expiration of the initial term, or Client terminates its PBM Client agreement for any reason other than as specifically allowed in that agreement, Coalition Manager reserves the right to collect an amount equal to the total fees which would have been paid to Coalition Manager by PBM based on the monthly average for the previous 12 months multiplied by the number of months remaining under this Agreement.

8. Information upon Termination.

Upon termination, all materials, documents, or other information that belongs to Coalition Manager whether it was shared, developed for Client, made available in

connection with the Services, together with any copies thereof in Client's possession or control will either be returned to Coalition Manager or destroyed with written certification to Coalition Manager of such destruction by an executive officer of Client.

9. Pricing.

9.1 Exhibit B to Consulting Agreement. Pricing effective as of 01/01/2024.

9.2 Market Check. Coalition Manager will perform an annual market check to negotiate market competitive pricing on behalf of Client. Upon acceptance of market check pricing, Client agrees to extend the current contract terms by an additional twelve (12) months. Market check pricing and contract amendment terms will take effect January 1st of each calendar year.

10. Basic and Optional Services and Clinical Program Fees.

10.1 See Exhibit B to Consulting Agreement effective as of 01/01/2024.

10.2 Rx Solutions Specialty Copay Assistance Program (SCAP) shared savings fee. Client authorizes Express Scripts to pay Coalition Manager 10% of program savings which will be deducted from quarterly rebates.

11. Notice.

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly addressed to the appropriate party at the address set forth below:

- | | |
|----------------------------------|--|
| 1. Notices to Coalition Manager: | Valued Pharmacy Services of the Midwest, LLC
16090 Swingley Ridge Rd., Suite 450
Chesterfield, MO 63017
Attn: Lisa Youngblood |
| 2. Notices to Client: | City of Jackson, Missouri
101 Court Street
Jackson, MO 63755
Attn: Dwain Hahs |

12. Modification of Agreement.

Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

13. Miscellaneous.

13.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by all parties.

13.2 Binding Effect, Assignment. This Agreement shall be binding upon and shall inure

to the benefit of Coalition Manager and the Client and to the Client's successors and assigns.

13.3 *Governing Law, Severability.* The laws of the State of Missouri shall govern this Agreement. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement to be effective as stated in Paragraph 6 (Term) written above.

City of Jackson, Missouri

Legal representative: Dwain Hahs

DocuSigned by:
Signature Dwain Hahs Date: 1/8/2024
FE4E504BF9B945C...

Valued Pharmacy Services of the Midwest, LLC

Legal representative: Lisa Youngblood

DocuSigned by:
Signature Lisa Youngblood Date: 1/19/2024
44F8CEBB257443B...

City of Jackson, Missouri – Effective 01/01/2024

EXHIBIT B

PRICING TERMS AND PHARMACY PROGRAM FEES

Exhibit B-1

Claims Reimbursement Rates
Billing, Payment, and Miscellaneous Pricing Terms

Exhibit B-2

Administrative Services and Clinical Program Fees

Exhibit B-3

Rebates

Exhibit B-4

Inflation Protection Program

Exhibit B-5

Performance Standards

Exhibit B-1**Claims Reimbursement Rates**
Billing, Payment, and Miscellaneous Pricing Terms

Sponsor will pay to ESI for each Prescription Drug Claim dispensed or processed pursuant to the terms of this Agreement. Sales or excise tax or other governmental surcharge, if any, will be the responsibility of Sponsor.

1. BASE ADMINISTRATIVE FEES.

- 1.1. Sponsor will pay ESI the following base Administrative Fees on all claims processed by ESI under this Agreement. These shall be in addition to any other Administrative Fees set forth in this Agreement.

	Per Prescription Drug Claim
Commercial	\$0.00

Percentage of claims in MA	Administrative Fee Amount
0.00-5.00%	\$0.00/claim
Every 5% thereafter	Additional \$0.08/claim

2. PARTICIPATING PHARMACY AND ESI MAIL PHARMACY AVERAGE AGGREGATE ANNUAL INGREDIENT COST AND DISPENSING FEE GUARANTEES (DOES NOT APPLY TO SPECIALTY PRODUCTS).**2.1. Participating Pharmacy Commercial Ingredient Cost and Dispensing Fee Guarantees****a. National Plus/National/EAN/WAN/CAN Networks**

		National Plus (1-83 Days' Supply)	Retail Maintenance Smart 90 Anywhere (Exclusive/Incentive/Active Choice/Voluntary) (84-90 Days)	National Network (1-83 Days' Supply)	EAN/WAN/CAN Networks* (1-83 Days' Supply)
Brands	Average Annual Ingredient Cost Guarantee	AWP-20.10%	AWP- 23.00%	AWP-20.35%	AWP-20.85%
	Dispensing Fee/Rx Guarantee	\$0.40	\$0.40	\$0.40	\$0.40
Generics	Average Annual Ingredient Cost Guarantee	AWP- 86.00%		AWP- 86.00%	AWP- 86.00%
	Dispensing Fee/Rx Guarantee	\$0.40	\$0.40	\$0.40	\$0.40

*EAN/WAN/CAN rates apply to both Exclusive and Incentive options.

		Smart 90 Exclusive Walgreens, CVS, Core (84-90 Days)	Smart 90 Exclusive Key Anchors (84-90 Days)	Smart 90 Voluntary Walgreens, CVS, Core (84-90 Days)*	Smart 90 Voluntary Key Anchors (84-90 Days)*
Brands	Average Annual Ingredient Cost Guarantee	AWP- 24.25%	AWP- 24.00%	AWP- 23.25%	AWP- 23.00%
	Dispensing Fee/Rx Guarantee	\$0.00	\$0.40	\$0.40	\$0.40
Generics	Average Annual Ingredient Cost Guarantee	AWP- 88.50%	AWP- 87.65%	AWP- 86.65%	AWP- 86.40%
	Dispensing Fee/Rx Guarantee	\$0.00	\$0.40	\$0.40	\$0.40

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

2.2. ESI MAIL PHARMACY PRICING (DOES NOT APPLY TO SPECIALTY PRODUCTS)

a. Commercial Ingredient Cost and Dispensing Fee Guarantees (Does not apply to Specialty Products)

ESI Mail Pharmacy		
Brands	Average Annual Ingredient Cost Guarantee	AWP- 24.25%
	Dispensing Fee/Rx Guarantee ¹	\$0.00
Generics	Average Annual Ingredient Cost Guarantee	AWP- 88.50%
	Dispensing Fee/Rx Guarantee ¹	\$0.00

¹Dispensing fee guarantees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the dispensing fee guarantee will not be increased to reflect such increase(s).

3. SPECIALTY PRODUCT PRICING

- 3.1. Adjudication Rates. Sponsor will be charged for Specialty Products at the rates and dispensing fees set forth on the Specialty Product List. The Specialty Product List and the rates contained therein are subject to addition, deletion, or modification by ESI from time to time.
- 3.2. Dispensing Fee for Specialty Products. There will be a dispensing fee of \$0.40 for Specialty Products dispensed through Participating Pharmacies and a dispensing fee of \$0.00 for Specialty Products dispensed through the ESI Specialty Pharmacy. Dispensing fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the dispensing fee will not be increased to reflect such increase(s).
- 3.3. Average Annual Ingredient Cost Guarantees. The following pricing guarantees shall apply to Specialty Products.

Aggregated Participating Pharmacies and ESI Specialty Pharmacy ¹	Exclusive ² -30 DS	Exclusive ² - Accredo Days' Supply or 90 DS
Average Annual Ingredient Cost Guarantee	AWP- 22.00%	AWP- 22.25%

¹In addition to the general exclusions identified in this Agreement, all non-Specialty Products, and all Exclusive or Limited Distribution Products are excluded from this guarantee.

²This guarantee shall only apply to Plans for which the ESI Specialty Pharmacy is the exclusive pharmacy that may fill Specialty Products for Members, other than Exclusive or Limited Distribution Products not available at the ESI Specialty Pharmacy.

Limited Distribution Guarantee – Exclusive² – (Participating Pharmacy and ESI Specialty Pharmacy)¹	
Average Annual Limited Distribution Guarantee	AWP-15.75%

¹In addition to the general exclusions identified in this Agreement, all non-Specialty Products are excluded from this guarantee. This guarantee shall only apply to Exclusive or Limited Distribution Products.

²This guarantee shall only apply to Plans for which the ESI Specialty Pharmacy is the exclusive pharmacy that may fill Specialty Products for Members, other than Exclusive or Limited Distribution Products not available at the ESI Specialty Pharmacy.

Aggregated Participating Pharmacies and ESI Specialty Pharmacy¹	Open-30 DS	Open- Accredo Days' Supply or 90 DS
Average Annual Ingredient Cost Guarantee	AWP- 19.00%	AWP- 19.25%

¹In addition to the general exclusions identified in this Agreement, all non-Specialty Products, and all Exclusive or Limited Distribution Products are excluded from this guarantee.

Limited Distribution Guarantee – Open – (Participating Pharmacy and ESI Specialty Pharmacy)¹	
Average Annual Limited Distribution Guarantee	AWP-14.75%

¹In addition to the general exclusions identified in this Agreement, all non-Specialty Products are excluded from this guarantee. This guarantee shall only apply to Exclusive or Limited Distribution Products.

- 1.1. The Specialty Pricing offered assumes a days' supply consistent with the ESI Specialty Pharmacy Accredo Days' Supply, 90 Days' Supply, and 30 Days' supply Programs. Rates and rebate guarantees associated with each program are noted in the appropriate section of this supplement.
- 1.2. ASES. For Specialty Products needing an additional charge to cover costs of all ASES required to administer the Specialty Products, ESI or ESI Specialty Pharmacy will bill, at ESI's option, either the Sponsor's medical plan or the Sponsor directly at the following standard per diem and nursing fee rates set forth below, maintained and updated by ESI from time to time. If ESI elects to bill Sponsor's medical plan for ASES, Sponsor will work with ESI to coordinate the invoicing and payment of ASES through Sponsor's medical plan. If Sponsor's medical plan will not cover the cost of ASES billed through ESI or ESI Specialty Pharmacy, Sponsor shall be responsible for the costs of all ASES. Unless otherwise set forth in an agreement directly between ESI Specialty Pharmacy and Sponsor or a Plan, if a Specialty Product dispensed or ASES provided by ESI Specialty Pharmacy is billed to Sponsor or a Plan directly by ESI Specialty Pharmacy instead of being processed through ESI, Sponsor or Plan will timely pay ESI Specialty Pharmacy for such claim pursuant to the rates below and within thirty (30) days of Sponsor's, Plan's, or its designee's, receipt of such electronic or paper claim from ESI Specialty Pharmacy. ESI Specialty Pharmacy shall have 360 days from the date of service to submit such electronic or paper claim.

Therapeutic Class	Brand Name	Per Diem:
ALPHA 1 DEFICIENCY	Alpha 1 Deficiency Drugs requiring Per Diem (e.g., Aralast NP, Zemaira, Glassia)	\$55.00 / Infusion

ENZYME DEFICIENCY	Enzyme Deficiency Drugs requiring Per Diem (e.g., Cerezyme, Lumizyme, Nexviazyme)	\$60.00 / Infusion
IMMUNE DEFICIENCY	Immune Deficiency Drugs requiring Per Diem (e.g., Cuvitru, Gammagard, Privigen)	\$60.00 / Infusion
INFLAMMATORY CONDITIONS	Inflammatory Conditions Drugs requiring Per Diem (e.g., Remicade, Avsola, Inflectra)	\$60.00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Miscellaneous Specialty Conditions Drugs requiring Per Diem (e.g., Soliris, Ultomiris)	\$60.00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Vyvgart	\$65.00 / Infusion
MISCELLANEOUS SPECIALTY CONDITIONS	Duopa	\$65.00 / Day
PAH	Tyvaso	\$30.00 / Day
PAH	PAH Drugs requiring Per Diem (e.g., Flolan, Epoprostenol Sodium, Remodulin)	\$65.00 / Day
PAH	Ventavis	\$65.00 / Day

4. **COMPOUND DRUG PRICING.**

	ALL YEARS
Compounds (not listed elsewhere)	Lesser of U&C or combined AWP plus service fee

5. **GENERAL PRICING TERMS.** The following terms are applicable to all pricing terms set forth in this Agreement.

- 5.1. **Calculation of Ingredient Cost Guarantees.** ESI will guarantee an average aggregate annual discounts to Sponsor to be calculated as follows:

[1-(total discounted AWP ingredient cost but excluding dispensing fees and ancillary charges, and prior to application of Copayments) of applicable Prescription Drug Claims for the annual period divided by total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period]]. Discounted ingredient cost will be the applicable adjudicated ingredient cost.

- 5.2. **Calculation of Dispensing Fee Guarantees.** ESI will guarantee an average aggregate annual per Prescription Drug Claim dispensing fee to Sponsor to be calculated as follows:

[total dispensing fee of applicable claims for the annual period divided by total claims for the annual period].

- 5.3. **MNOY Guarantee Methodology.** Notwithstanding anything in this Agreement to the contrary, the Generic ingredient cost discount and dispensing fee guarantees under Sections 2 and 3 above will include only those Prescription Drug Claims that processed to Sponsor for payment purposes where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "Y" on the date dispensed (or was identified by Medi-Span as having a Multi-Source Indicator identifier of an "O" on the

date dispensed, but was substituted and dispensed by the ESI Mail Pharmacy as its “house generic”), unless such Prescription Drug Claim is identified in the “Exclusions” section. The brand guarantees will include only those Prescription Drug Claims that processed to Sponsor for payment purposes under Sections 2 and 3 above where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of “M”, “N”, or “O” on the date dispensed (except in cases where the underlying prescription drug product was substituted and dispensed by the pharmacy as its “house generic”), unless such Prescription Drug Claim is identified in the “Exclusions” section. The application of brand and generic pricing may be subject to certain “dispensed as written” (DAW) protocols and Sponsor or Plan defined plan design and coverage policies for adjudication and Member Copayment purposes. If Medi-Span discontinues reporting Multi-Source Indicator identifiers, ESI reserves the right to make an equitable adjustment as necessary to maintain the parties’ relative economics and the pricing intent of this Agreement. Notwithstanding anything in this Agreement to the contrary, any rebate guarantees set forth in this Agreement will be reconciled using ESI’s BGA.

- 5.4. Guarantee Reconciliation Period. The ingredient cost and dispensing fee guarantees under this Agreement will be measured and reconciled on an annual basis within ninety (90) days of the end of each contract year and paid as soon as administratively possible on the next invoice or via check. ESI will pay the shortfall, if any, between Sponsor’s net cost and the applicable guarantee, excluding claims with \$0 to Sponsor. The guarantees are annual guarantees - if this Agreement is terminated prior to the completion of the then current contract year (hereinafter, a “Partial Contract Year”), then the guarantees will not apply for such Partial Contract Year. To the extent Sponsor changes its benefit design or Formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the discount achieved. Subject to the remaining terms of this Agreement, ESI will pay the difference attributable to any shortfall between the actual result and the guaranteed result.
- 5.5. Exclusions. The following will be excluded from all ingredient cost and dispensing fee guarantees under this Agreement: Specialty Products (other than Specialty Product guarantee, and if applicable), no bill/no remit, Claims through 340b pharmacies, Subrogation Claims, claims dispensed from an on-site or Sponsor or Plan owned pharmacy, long term care pharmacy claims, Member Submitted Claims, compounds, OTCs, vaccines, coordination of benefits (COB) claims, biosimilar products (other than Specialty Product guarantee, and if applicable) and Claims where pharmacy reimbursement is determined by law, not ESI’s contract with the provider (applicable to dispensing fee guarantees only). Additionally, claims dispensed in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, and Alaska will be excluded from the guarantees.
- 5.6. Under any retail spread pricing arrangements, ESI will retrospectively invoice Sponsor for the difference between Sponsor’s contracted dispensing fee and any state mandated pharmacy dispensing fee resulting from claims incurred in any state that mandates the use of NADAC or another pricing benchmarks in pharmacy reimbursement
- 5.7. Adjudication Rates.
- a. Participating Pharmacies. If no adjudication rates are specified herein, each claim will be adjudicated to Sponsor at the applicable ingredient cost, and will be reconciled to the applicable guarantee as set forth herein. The discounted ingredient cost will be the lesser of MRA (as applicable), U&C or the applicable AWP discount.
 - b. ESI Mail Pharmacy. Claims dispensed at ESI Mail Pharmacy will be adjudicated to Sponsor at the applicable ingredient cost, and will be reconciled to the applicable guarantee as set forth herein.
- 5.8. Conditions Applicable to Extended Days’ Supply Pricing. The Extended Days’ Supply pricing set forth in this Agreement shall be subject to certain requirements, as set forth in this Section. Extended Days’ Supply shall mean; (1) for all lines of business other than Medicare or EGWP, any supply of a covered drug of 84 days or greater; and (2) for Medicare or EGWP, if applicable, any supply of a covered drug of 35 days or greater.
- a. Standard Maintenance Network. Certain Participating Pharmacies have agreed to participate in the extended (84-90) days’ supply network (“Maintenance Network”) for maintenance drugs. The 84-90 days’

supply pricing set forth in this Agreement is applicable only if Sponsor implements a plan design that requires Members to fill such days' supply at a Maintenance Network Participating Pharmacy (i.e., Sponsor must implement a plan design whereby Members who fill 84-90 days' supply prescriptions at a Participating Pharmacy other than a Maintenance Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as the 1-83 days' supply pricing set forth in this Agreement, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if a Maintenance Network Participating Pharmacy is used.

- b. Smart90 Anywhere (Exclusive). In the ESI "Smart90 Anywhere" extended 84-90 days' supply network for maintenance drugs (Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); those who fill less than 84-90 days' supply at a Participating Pharmacy will receive a copay penalty (or hard reject) as set by the Plan.
- c. Smart90 Anywhere (Incentive). In the ESI "Smart90 Anywhere" extended 84-90 days' supply network for maintenance drugs (Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); those who fill less than 84-90 days' supply at a Participating Pharmacy will receive a copay penalty as set by the Plan.
- d. Smart90 Anywhere (Active Choice). In the ESI "Smart90 Anywhere" extended 84-90 days' supply network for maintenance drugs (Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s) or unless the member informs ESI that they will be staying at 30 days); and (ii) to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 will receive a copay penalty as set by the plan.
- e. Smart90 Anywhere (Voluntary). In the ESI "Smart90 Anywhere" extended 84-90 days' supply network for maintenance drugs (Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs in extended 84-90 days' supply quantities only. The copayment amount for ESI Smart90 Network and the ESI Mail Pharmacy must be at least 2.5x the copayment amount for Retail30 claims. For percentage coinsurance, coinsurance amounts may be different at retail vs. home delivery, but must be lower for 90-day supplies.
- f. Smart90 Core (Exclusive). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); and (ii) to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Network (i.e., Sponsor must implement a plan design whereby Members who fill maintenance drugs for less than an extended 84-90 days' supply or who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI's Smart90 Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement

shall not apply, even if an ESI Smart90 Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Network and the ESI Mail Pharmacy. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Smart90 Program, ESI will adjust Sponsor's rates accordingly.

- g. Smart90 Core (Voluntary). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90 Network" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Network (i.e., Sponsor must implement a plan design whereby Members who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI Smart90 Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if an ESI Smart90 Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Network and the ESI Mail Pharmacy, and the co-payment for 84-90 days' supply cannot exceed 2.5 times the co-payment for less than 83 day retail days' supply. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Smart90 Program, ESI will adjust Sponsor's rates accordingly.
- h. Walgreens Smart90 (Exclusive). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90 Walgreens Network" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Walgreens Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); and (ii) to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Walgreens Network (i.e., Sponsor must implement a plan design whereby Members who fill maintenance drugs for less than an extended 84-90 days' supply or who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI Smart90 Walgreens Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if an ESI Smart90 Walgreens Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Walgreens Network and the ESI Mail Pharmacy. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 Walgreens Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Walgreens Smart90 Program, ESI will adjust Sponsor's rates accordingly.
- i. CVS Smart90 (Exclusive). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90 CVS Network" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 CVS Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI's standard list of identified maintenance drugs) in extended 84-90 days' supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); and (ii) to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 CVS Network (i.e., Sponsor must implement a plan design whereby Members who fill maintenance drugs for less than an extended 84-90 days' supply or who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI Smart90 CVS Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set

forth in this Agreement shall not apply, even if an ESI Smart90 CVS Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 CVS Network and the ESI Mail Pharmacy. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 CVS Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Smart90 CVS Network Program, ESI will adjust Sponsor's rates accordingly.

- j. Walgreens Smart90 (Voluntary). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90 Walgreens Network" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 Walgreens Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Walgreens Network (i.e., Sponsor must implement a plan design whereby Members who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI Smart90 Walgreens Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if an ESI Smart90 Walgreens Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Walgreens Network and the ESI Mail Pharmacy, and the co-payment for 84-90 days' supply cannot exceed 2.5 times the co-payment for less than 83 day retail days' supply. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 Walgreens Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Walgreens Smart90 Program, ESI will adjust Sponsor's rates accordingly.
- k. CVS Smart90 (Voluntary). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90 CVS Network" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI's Smart90 CVS Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 CVS Network (i.e., Sponsor must implement a plan design whereby Members who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI Smart90 CVS Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if an ESI Smart90 CVS Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 CVS Network and the ESI Mail Pharmacy, and the co-payment for 84-90 days' supply cannot exceed 2.5 times the co-payment for less than 83 day retail days' supply. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 CVS Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the CVS Smart90 Program, ESI will adjust Sponsor's rates accordingly.
- i. Key Anchors Smart90 (Voluntary). Certain Participating Pharmacies (CVS and Walgreens) have agreed to participate, together with the ESI Mail Pharmacy, in the ESI "Smart90 Key Anchors Network" extended 84-90 days' supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as "ESI Smart90 Key Anchors Network"). Pricing in the 84-90 days' supply column set forth in this Agreement is applicable only to fill such extended days' supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Key Anchors Network (i.e., Sponsor must implement a plan design whereby Members who fill an extended 84-90 days' supply at a Participating Pharmacy other than an ESI Smart90 Key Anchors Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days' supply will be the same as for Prescription Drug Claims for less than an 84 days' supply, and pricing for an 84-90 days' supply as set forth in this Agreement shall not apply, even if an ESI Smart90 Key Anchors Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Network and the ESI Mail Pharmacy, and the co-payment for 84-90 days' supply cannot exceed

2.5 times the co-payment for less than 83 day retail days' supply. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 Key Anchors Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Smart90 Program, ESI will adjust Sponsor's rates accordingly.

- 5.9. **Member Liability.** At the ESI Mail Pharmacy and ESI Specialty Pharmacy, Sponsor will be responsible for any unpaid Member Copayment amounts if payment has not been received from the Member within one hundred twenty (120) days following dispensing. Sponsor will be billed in accordance with the claims billing and payment terms.

6. VACCINE CLAIMS (NO VACCINE CLAIMS WILL BE INCLUDED IN ANY PRICING OR REBATE GUARANTEE SET FORTH IN THE AGREEMENT).

6.1. **General Terms applicable to Vaccine Claims**

- a. "Vaccine Claim" means a claim for a Covered Drug which is a vaccine.
- b. "Vaccine Vendor Transaction Fee" means the data interchange fee that ESI is charged by its third party vendor to convert Vaccine Claims submitted electronically by physicians to NCPDP 5.1 format in order for ESI to process the claim.
- c. Vaccine Claims shall adjudicate at the lower of U&C or the amounts shown in the table below. In the case of Vaccine Claims, the U&C shall be the retail price charged by a Participating Pharmacy for the particular vaccine, including administration and dispensing fees, in a cash transaction on the date the vaccine is dispensed as reported to ESI by the Participating Pharmacy.
- d. The Vaccine Administration Fee for Vaccine Claims for Members enrolled in Sponsor's Medicaid programs, if any, will be capped at the maximum reimbursable amount under the state Medicaid program in which the Member is enrolled.
- e. All Vaccine Claims will be subject to any Administrative Fees set forth in the Agreement.
- f. Vaccine Claims will be charged a program fee of \$2.50 per Vaccine Claim (except for Medicare Part D covered Vaccine Claims, if applicable). The Vaccine Program Fee will be billed separately to Sponsor as part of the administrative invoice according to the billing frequency set forth in this Agreement.

6.2. **Commercial (Including Medicaid and Exchange, if applicable)**

	Participating Pharmacy INFLUENZA	Participating Pharmacy COVID19¹	Participating Pharmacy ALL OTHER VACCINES	Member Submitted Vaccine Claims (excluding foreign claims)
Vaccine Administration Fee	Pass-Through (capped at \$15 per vaccine claim)	Pass-Through	Pass-Through (capped at \$20 per vaccine claim)	Submitted amount
Ingredient Cost	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Pass-Through ²	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Submitted amount
Dispensing Fee	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Pass-Through	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Submitted amount
Administrative	Administrative Fee per Prescription Drug Claim as set forth in the			Administrative Fee per

Fee/Vaccine Claim	Agreement	Prescription Drug Claim (plus manual claim administrative fee) as set forth in the Agreement
Vaccine Program Fee	\$2.50 per vaccine claim	N/A

¹Notwithstanding anything in the Agreement to the contrary, claims for COVID19 vaccines will be excluded from all pricing and rebate guarantees.

²Not applicable for claims paid for by Federal funding during public health emergency.

7. Covid-19 Testing Products

- a. Coverage of COVID-19 Testing Products. Sponsor wishes to provide coverage for certain over the counter and pharmacy-administered COVID-19 testing products (the “COVID-19 Testing Products”) under its pharmacy benefit. ESI shall maintain the list of covered COVID-19 Testing Products and shall make such list available to Sponsor upon request. Sponsor acknowledges and agrees that a Member will be allowed up to eight (8) tests per thirty (30) days at \$0 Member Co-payment. Once the Member has exhausted the allowed eight (8) tests, any additional tests will reject.
- b. Exclusion of COVID-19 Testing Products from Guarantees. Sponsor agrees that notwithstanding anything in the PBM Agreement to the contrary, claims for such COVID-19 Testing Products shall be excluded from all financial and rebate guarantees under the Agreement.
- c. Claims Reimbursement and Fees. Client will pay to ESI the following amounts for COVID-19 Testing Products:

		Participating Pharmacy COVID-19 Testing Products
Ingredient Cost		Participating Pharmacy Ingredient Cost as set forth in the Agreement
Dispensing Fee		Participating Pharmacy Dispensing Fee as set forth in the Agreement
COVID-19 Testing Product per Claim Administration Fee		Administrative Fee per Prescription Drug Claim as set forth in the Agreement
COVID-19 Testing Product Professional Service Administration Fee (if applicable)		Pass-Through
One-Time COVID-19 Testing Product Implementation Fee*		See Chart Below for Implementation Fee

*Pharmacy Management Funds (PMF) can be used to cover the cost of the one-time implementation fee.

Lives	Implementation Fee
<1,500	\$2,500
1,500 to 10,000	\$8,500
10,001 to 20,000	\$15,500
20,001 to 50,000	\$21,000

50,001 to 150,000	\$30,000
>150,000	\$45,000

8. COVID-19 Antiviral Therapeutic Products

- a. Coverage of COVID-19 Oral Antiviral Therapeutic Products. Sponsor wishes to provide coverage for COVID-19 oral antiviral therapeutic products authorized by the Food and Drug Administration’s emergency use authorization, as amended (the “COVID-19 Oral Antiviral Products”) under its pharmacy benefit. ESI shall maintain the list of covered COVID-19 Oral Antiviral Products and shall make such list available to client upon request.
- b. Exclusion of COVID-19 Oral Antiviral Products from Guarantees. Sponsor agrees that notwithstanding anything in the Agreement to the contrary, claims for such COVID-19 Oral Antiviral Products shall be excluded from all financial and rebate guarantees under the Agreement.
- c. Claims Reimbursement and Fees. Sponsor will pay to ESI the following amounts for COVID-19 Oral Antiviral Products:

	Participating Pharmacy COVID-19 Oral Antiviral Products
Ingredient Cost	\$0*
Dispensing Fee	Pass-Through
COVID-19 Oral Antiviral Products Program Fee	\$2.50 per claim for COVID-19 Oral Antiviral Product

*The \$0 ingredient cost shall apply for approved medications while funded by the federal government. If COVID-19 Oral Antiviral Products are no longer funded by the federal government, they will follow the pricing set forth in Section 3 of Exhibit A-2.

9. Coverage COVID-19 Oral Antiviral Therapeutic Products RPh Prescribing.

- a. Coverage COVID-19 Oral Antiviral Therapeutic Products RPh Prescribing. Sponsor shall provide coverage for a registered pharmacist (“RPh”) to prescribe certain COVID-19 oral antiviral therapeutic products (the “COVID-19 Oral Antiviral Products”) under its pharmacy benefit. PBM shall maintain the Sponsor approved list of covered COVID-19 Oral Antiviral Products that can be prescribed by an RPh and shall make such list available to Health Plan upon request.
- b. Exclusion of COVID-19 Oral Antiviral Products from Guarantees. Sponsor agrees that notwithstanding anything in the Agreement to the contrary, claims for such COVID-19 Oral Antiviral Products prescribed by an RPh shall be excluded from all financial and rebate guarantees under the Agreement.
- c. Claims Reimbursement and Fees. Client will pay to ESI the following amounts for COVID-19 Oral Antiviral Products prescribed by an RPh:

	COVID-19 Oral Antiviral Products Prescribed by an RPh	
Ingredient Cost	\$0 ¹	
Dispensing Fee	Pass-Through	
COVID-19 Oral Antiviral Product per Claim Administration Fee	\$2.50 Program Fee is waived when enrolled in this product.	
COVID-19 Oral Antiviral Product Professional Service Administration Fee	\$60	
COVID-19 Oral Antiviral Product Implementation and Annual Fee ²	Initial Implementation Fee (Year One)	Discounted Recurring Annual Fee (After Year One)

	See Chart Below for Implementation Fee	for See Chart Below for Implementation Fee
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¹The ingredient cost for COVID-19 Oral Antiviral Products is waived while funded by the Federal government. Once the Federal government stops funding, Sponsor will be charged the Participating Pharmacy Ingredient Cost as set forth in the Agreement.

²Pharmacy Management Funds (PMF) can be used to cover the cost of the implementation and annual fee.

Plan Lives	Initial Implementation Fee (Year One)	Discounted Recurring Annual Fee (After Year One)
<1,500	\$1,250	\$625
1,500 to 10,000	\$4,250	\$2,125
10,001 to 20,000	\$7,750	\$3,875
20,001 to 50,000	\$10,500	\$5,250
50,001 to 150,000	\$15,000	\$7,500
>150,000	\$22,000	\$11,250

Term, Billing, Payment, and Miscellaneous Pricing Terms

10. **TERM.** This Agreement will commence as of 01/01/2024 and will continue for a period of two (2) years (“Initial Term”). The Initial Term plus any renewal terms will be known as the Term (“Term”). Thereafter, this Agreement will automatically renew with the same terms and conditions as set forth herein for successive one (1) year renewal terms, subject to the right of termination as otherwise provided herein. Not less than ninety (90) days prior to the end of the Initial Term or any renewal term of this Agreement either party may notify the other party in writing that it desires to terminate this Agreement effective as of the end of the then current term.
11. **BILLING AND PAYMENT.**
- a. **Billing.** ESI will invoice Sponsor weekly for all applicable Fees.
 - b. **Payment.** Sponsor will pay ESI by wire, ACH transfer or pre-authorized debit within five (5) business days from the date of Sponsor’s receipt of each ESI invoice. Sponsor will be responsible for all costs of collection, and agrees to reimburse ESI for such costs and expenses, including reasonable attorneys’ fees. All amounts not paid by the due date thereof will bear interest at the rate of 1.5% per month or, if lower, the highest interest rate permitted by law. ESI may apply amounts otherwise owed to Sponsor against any unpaid Fees.
12. **PHARMACY MANAGEMENT FUND (“PMF”)**
- a. ESI will provide Plan Sponsor up to \$4.00 Per Member Per Year implemented as of the Effective Date to reimburse Plan Sponsor for the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Both Plan Sponsor and ESI (upon agreement from Plan Sponsor) may

use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI's standard PMF business practices for all clients. With the exception of clinical program fees, for those expenses directly incurred by Sponsor, Sponsor or Rx Solutions shall provide ESI with documentation of such expenses actually incurred in the form of an invoice, an account statement, or other detailed documentation and with Sponsor's written approval, ESI will pay Rx Solutions directly for the amounts reimbursable under the PMF. Clinical program fees will be automatically deducted from Plan Sponsor's PMF. Plan Sponsor may opt out of this automatic deduction via formal written notice.

- b. ESI will provide Rx Solutions up to \$2.00 Per Member Per Year implemented as of the Effective Date to reimburse Rx Solutions for the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Both Rx Solutions and ESI (upon agreement from Rx Solutions) may use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI's standard PMF business practices for all clients. With the exception of clinical program fees, for those expenses directly incurred by Sponsor, Sponsor or Rx Solutions shall provide ESI with documentation of such expenses actually incurred in the form of an invoice, an account statement, or other detailed documentation and with Sponsor's written approval, ESI will pay Rx Solutions directly for the amounts reimbursable under the PMF.
 - c. Plan Sponsor and Rx Solutions represents and warrants that: (i) it will only request reimbursement under the PMF for its actual expenses incurred in transitioning, administering, and implementing the pharmacy benefit managed by ESI hereunder, and/or the additional clinical or other similar program provided by ESI throughout the Term; (ii) that the applicable service, item or program was actually performed or provided; (iii) the amount of the reimbursement is equal to or less than the reasonable fair market value of the actual expenses incurred by Plan Sponsor and Rx Solutions; (iv) it will notify and disclose the amount and the terms of any PMF reimbursements to Members and other third parties to the extent required by applicable laws and regulations. In addition, if the Plan Sponsor and Rx Solutions and the Plan are subject to ERISA, Plan Sponsor and Rx Solutions represents and warrants that it will only request reimbursement under the PMF for items or services for which Plan Sponsor and Rx Solutions, in the absence of the PMF, would be allowed reimbursement from the Plan (i.e., not "settlor functions").
 - d. Plan Sponsor and Rx Solutions shall comply with all applicable federal and state requirements, including, but not limited to, all applicable federal and state reporting requirements with respect to any expense, item or service reimbursed under this section. ESI reserves the right to periodically audit the books and records of Plan Sponsor and Rx Solutions on-site, during normal business hours and after giving reasonable advance notice, for the purposes of verifying Plan Sponsor and Rx Solutions' compliance with the PMF requirements set forth in this Agreement.
 - e. ESI intends to amortize the PMF over the Initial Term of the Agreement on a straight-line basis. In the event of a termination of this Agreement for any reason other than ESI's uncured material breach prior to the expiration of the Initial Term, Plan Sponsor and Rx Solutions will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Plan Sponsor and Rx Solutions pursuant to this Section will not be in lieu of any other rights or remedies ESI may have in connection with the termination of this Agreement, including monetary or other damages. PMF reimbursements shall not be paid prior to the Effective Date of this Agreement and are not payable until this Agreement is executed. Plan Sponsor and Rx Solutions will have no right to interest on, or the time value of, any PMF, and unused funds shall be retained by ESI.
13. **MARKET CHECK.** ** ESI is offering a Market check that will be effective on the 13th month of the Sponsor's contract. The Pricing associated with the Market Check will be the most recent pricing agreed upon by RxSolutions and ESI. Acceptance and implementation of the Market Check pricing is contingent upon Sponsor extending the initial term

of the agreement for an additional twelve (12) months. This is only applicable to clients with a 2 year or 3 year agreement.

14. **PRICING CONDITIONS.** In the event one or more of the following occurs (whether between the date of the proposal and the Effective Date, or during the Term), ESI will have the right, upon notice, to make an equitable adjustment to the rates, Administrative Fees and/or Rebates, solely as necessary to return ESI to its contracted economic position as of the effective date of such event:

- a. Sponsor's Membership falls below 10% of current Membership;
- a. Sponsor has Members enrolled in a 100% co-payment plan (plans where Sponsor has no liability for the payment of pharmacy claims);
- b. There is a material change in the demographics of Sponsor's Membership, or in the Sponsor's pharmacy or drug mix, compared to data provided by Sponsor;
- c. Sponsor changes its Formulary, benefit designs, implements OTC plans, clinical or trend programs or otherwise takes an action that has the effect of lowering the amount of Rebates earned hereunder or materially impacting any guarantee;
- d. Sponsor elects to use on-site clinics or pharmacies to dispense prescription drugs to Members which materially reduces Rebates and/or the number of Covered Drug claims submitted to ESI; or
- e. There is a material change to the manner in which AWP is calculated or reported for Brand Drugs and/or Generic Drugs.
- f. Sponsor's mix or utilization of drugs in the Hepatitis C class materially differs from the data provided to ESI for the purposes of establishing pricing or from Sponsor's historical mix and utilization.

Further, if ESI's ability to provide the financial terms herein are adversely affected due to unexpected introduction of a Generic Drug, due to another action by a manufacturer, due to any other industry or market condition, or due to a Change in Law, an appropriate adjustment will be made to the reimbursement rates, financial guarantees, Administrative Fees, and/or Rebates hereunder. The financial terms provided herein are based on Express Scripts' underwriting assumptions; pricing is subject to adjustment for a material change in these assumptions.

Exhibit B-2**Administrative Services and Clinical Program Fees**

Administrative Services and Clinical Programs - Commercial

INCLUDED SERVICES

Services listed below are included within the pricing offered; additional services may be available for additional fees. Additional terms and conditions may apply for the below services.

Benefits Management	
Basic PBM Services	Electronic claims processing Customer service for members Eligibility submission and maintenance Plan set-up and validation FSA eligibility feeds Member replacement cards printed via web Strategic account planning support
Formulary & Retail Network Services	Formulary services and notifications Pharmacy network management and reimbursement Basic network pharmacy audit Pharmacy help desk
Implementation Services	Implementation support New member packets (includes delivery of ID cards)
Technology and Communication Services	Express Scripts member website (express-scripts.com) and mobile app Co-branding on communication materials
Pharmacy	
Personalized Pharmacy Experience	Online ordering and prescription management through Express Scripts Pharmacy Specialty Pharmacy Website (accredo.com) and Accredo Mobile App Standard prescription delivery Specialized pharmacist support through Therapeutic Resource Centers Extended Payment Program (EPP)
Care	
Simple and Affordable Clinical Solutions	e-Prescribing and Electronic Prior Authorization (ePA) Overrides - Sponsor requested overrides, lost/stolen overrides, vacation supplies Concurrent Drug Utilization Review (DUR) Drug Conversion Program (Therapeutic Interchange) Digital Health Formulary Development Cost Exceeds Maximum for compound drugs and non-compound drugs (must be greater than \$10,000 non-compound limit) if less than \$10,000 non-compound limit see pricing below under Additional Services Patient Assurance Program
Intelligence	
Advanced Analytics and Insights	Client Website – customer relationship platform (eligibility, claims, and benefit administration), coverage management and appeals, eligibility file transfer Trend Central – on demand web-based reporting Billing reports with electronic claims detail extract file (NCPDP) Load 12 months claims history for clinical reports and reporting Software training for our online systems

Cost Share Reduction/Subsidy Claims Adjudication and Reporting	\$25,000 implementation fee \$0.50/claim
Emerging Therapeutic Issues Program (ETIP) (optional): Alerts members and healthcare professionals about significant safety-related drug recalls for scripts filled at a retail pharmacy	\$0.05 PMPM and \$1.35 /letter + postage for mailed communications
SafeGuardRx Programs	No out-of-pocket expense to Plan Sponsor; Sponsor's fees to ESI are paid through retention of portion of manufacturer value associated with program.
Out of Pocket Protection Plan (Must be enrolled in exclusive specialty program through Accredo)	\$0.00
SaveonSP (Must be enrolled in exclusive specialty program through Accredo)	Sponsor's fee to SaveonSP 25% of realized savings
Variable Copay Benefit Program (Must be enrolled in exclusive specialty program through Accredo)	\$0.00
High Performance Formulary Service Fee	\$10,000 Implementation Fee + \$0.05 PMPM
Express Scripts Price Assure (optional)	<ul style="list-style-type: none"> No out-of-pocket expense to Sponsor; any generic surplus value created from Price Assure impacted claims may be applied towards meeting other channel guarantees. Shared savings fee: 25% of realized generic over performance savings

Technology and Communication Services

Proprietary External (Client-Facing) Application Programming Interface (API)	Per Member Per Month/ Subscription <ul style="list-style-type: none"> \$0.10 PMPM base \$1,250 per month minimum (\$15,000 annual) No Installation Fee Access to all APIs
	Transaction <ul style="list-style-type: none"> \$0.01 per Transaction FHIR APIs (or equivalent on proprietary) \$1,250 per month minimum Installation Fee - \$25K < 100K lives, \$50K > 100K lives Access to all APIs No data limits

Technology Development for Custom Solutions	\$143/hour
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Development and delivery of custom communications	Priced upon request
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Personalized Pharmacy Experience

Custom Laser Messaging	\$40,000 per custom message A 20% discount will be provided for subsequent 3 month extensions of an active campaign.
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Reviews and Appeals Management

Initial and first level clinical appeals	Included in AUM PMPM fee or \$55/review
ESI Level 2 and Urgent Appeal Service (optional)	Additional \$10.00 applies to all reviews
External Reviews (optional) Facilitated by UM company, reviewed by independent review	\$800 per review

organizations	
Advanced Benefit Management / Data Integration	
Consumer-Directed Health (CDH) Plan Enrollees Advanced Data Integration, Member Decision Support, Member Adherence and Member Education	\$0.48 PMPM
Combined Benefit Management (Non-CDH Plan Enrollees) Services to manage combined medical-pharmacy benefits that are not a consumer-directed health (CDH) plan. Combined benefit types may include deductible, out of pocket, spending account, and lifetime maximum.	\$0.10 PMPM per combined accumulator for existing connection with medical carrier or TPA (up to a maximum \$0.20 PMPM)
FSA setup	\$5,720
Advanced Analytics and Insights	
Custom Reporting Requiring development build	\$143 /hour
Fees Applicable to Retiree Drug Subsidy Plans Only	
Retiree Drug Subsidy (RDS) enhanced service Express Scripts sends reports to CMS on behalf of Sponsor	\$1.12 PMPM for Medicare-qualified members with a minimum annual fee of \$7,500
Retiree Drug Subsidy (RDS) standard service Express Scripts sends reports to Sponsor	\$0.62 PMPM for Medicare-qualified members with a minimum annual fee of \$5,000
Notice of Creditable Coverage	\$1.35 /letter + postage

Care Solutions

Below are common optional clinical services and fees. A comprehensive list of additional services and associated fees is available upon request. These offerings and fees may change or be discontinued from time to time as Express Scripts updates its offerings to meet the needs of the marketplace. Offerings may be subject to additional terms and conditions. Sponsor will select clinical/trend programs during implementation by checking selected options on the Clinical Addendum and on the applicable Set-Up Form. Such Set-Up Forms are incorporated herein by reference as and when executed by the parties. A complete list representing the programs adopted by Sponsor (and corresponding pricing and guarantees) as of the Effective Date is outlined in the Clinical Addendum (executed separately by Sponsor).

Health Connect 360	
<i>For a single per member per month (PMPM) fee, Health Connect 360 leverages the benefits of a suite of Express Scripts care solutions without the individual costs and management of standalone solutions.</i>	
<i>Pricing is client-specific and quoted at time of modeling.</i>	
Member Care Support <i>Personalized digital tools, adherence solutions, education, and counseling</i>	Physician Support <i>Bi-directional EHR communication, real-time safety alerts, and provider engagement</i>
Pharmacy Support <i>Point of sale pharmacy messaging and clinical care improvement opportunities</i>	Plan Management Support <i>Care coordination with Care Insights Hub and Population Health Manager</i>

Standalone Solutions									
ScreenRx: Medication adherence solution	\$0.25 PMPM								
RationalMed: Advanced patient safety solution integrating medical, prescription, and laboratory data	<table border="0"> <tr> <td>0-999 lives</td> <td>Not Offered</td> </tr> <tr> <td>1,000 – 4,999 lives</td> <td>\$0.40 PMPM</td> </tr> <tr> <td>5,000 – 500,000 lives</td> <td>\$0.25 PMPM year 1, \$0.35 PMPM all years following*</td> </tr> <tr> <td>500,000 and above</td> <td>\$0.35 PMPM</td> </tr> </table> <p><small>*Sponsors with 5-10K lives may incur a one-time medical/lab data onboarding fee dependent on vendors.</small></p>	0-999 lives	Not Offered	1,000 – 4,999 lives	\$0.40 PMPM	5,000 – 500,000 lives	\$0.25 PMPM year 1, \$0.35 PMPM all years following*	500,000 and above	\$0.35 PMPM
0-999 lives	Not Offered								
1,000 – 4,999 lives	\$0.40 PMPM								
5,000 – 500,000 lives	\$0.25 PMPM year 1, \$0.35 PMPM all years following*								
500,000 and above	\$0.35 PMPM								
Retrospective DUR (RDUR): Patient safety solution	Basic RDUR Module: \$0.05 PMPM								

integrating prescription data	Advanced RDUR Module: \$0.10 PMPM Seniors RDUR Module: \$0.04 PMPM Retrospective DUR Bundle: \$0.11 PMPM
Physician Care Alerts	Adherence Module: \$0.03 PMPM Omission Module: \$0.03 PMPM High-Risk Module: \$0.03 PMPM HEDIS Module: \$0.03 PMPM Physician Care Alert Package: \$0.07 PMPM HEDIS Bundle: \$0.10 PMPM
Advanced Opioid Management: Comprehensive and proactive approach to opioid management	\$0.39 PMPM
Enhanced Fraud, Waste, & Abuse: Advanced patient and prescriber investigative services to identify opportunities for reducing plan costs and increasing patient safety	<u>Commercial / Medicaid</u> 30,000-499,999 lives: \$0.05 PMPM 12,000 - 29,999 lives: \$0.07 PMPM ≤12,000 lives: \$10,000 annual fee ≤12,000 lives: \$4,000 annual fee (no quarterly consultations/reports; otherwise the same as \$10,000 option) ≥500,000 lives: custom pricing applies
inMyndRx:	\$0.17 PMPM
inMynd: Behavioral Health	\$0.29 PMPM
Embarc Benefit Protection	\$0.99 PMPM
ACA Statin Trend Management Solution	\$0.03 PMPM
Medical Drug Management	\$0.40 PMPM Comprehensive: \$0.42 PMPM Advanced: \$0.45 PMPM
Evernorth Intellisphere with clinical pharmacist support	\$0.10 PMPM (>100k Lives) or a minimum of \$125,000 per year (<100k Lives) Access for up to 5 users. Each additional user will cost Sponsor \$10,000 per year
Evernorth Intellisphere with dedicated academic detailing pharmacist	Evernorth Intellisphere: \$0.08 PMPM Access for up to 5 users. Each additional user will cost Sponsor \$8,000 per year Academic Detailer - \$300,000/year for a dedicated Academic Detailer
Over-the-Counter Solution	Program Oversight: \$0.30 PMPY One-Time Implementation Fee: \$5,000 Formulary Product Cost (Includes the cost of OTC product(s) ordered by members): Invoiced Monthly Order Processing Fee: \$4.75 per order Standard Catalog & Distribution: \$2.50 per catalog Foreign Language Translation Line: Cost + 15%
Value Based Insurance Design (VBID) Members enrolled using automated file:	Standard file layout/clinical rules Install set up: \$15,000 per vendor Maintenance: \$500 per month (\$750/month if quarterly eligibility reporting is requested) Custom file layout/custom rules: Sponsor specific, priced upon request Eligibility Reporting: \$1,000 per ad hoc report
Manual Setup:	Standard Clinical Rules Install set up: \$5,000 per vendor/client Maintenance: \$500 per month (\$750/month if quarterly eligibility reporting is requested) Custom Rules: Sponsor specific, priced upon request

Changes after go-live:	Eligibility Reporting: \$1,000 per ad hoc report Vendor add: \$10,000 Program add: \$5,000 New carrier: \$5,000 Customization: client specific, priced upon request NOTE: Fees above are per carrier
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Digital Health Solutions	
PPPM – Per participating patient per month; additional fees may apply as set forth in Clinical Addendum PPPY – Per participating patient per year; additional fees may apply as set forth in Clinical Addendum	
Hinge Health	Hinge Health Full MSK Clinic™ <ul style="list-style-type: none"> • Chronic: Milestone billing see below* • Surgery: Milestone billing see below* • Acute: \$250 PPPY, billed in month 1 of the program • Prevention: \$0 PPPY • Expert Medical Opinion: \$0 PPPY <p>*Milestone 1 (\$331): upon the Enrolled Member's Engagement in the Program Milestone 2 (\$332): if Cohort* engages in at least 4 exercise therapy or ENSO sessions on average per Enrolled Member and is at least 30 days into the Program Milestone 3 (\$332): if Cohort* engages in at least 8 exercise therapy or ENSO sessions on average per Enrolled Member and is at least 60 days into the Program</p> <p>"Cohort" shall mean all potential enrolled client members that enrolled in Hinge Health Programs during the same month (enrolled = on-boarded and completed Engagement), provided, however, that if there are 10 or fewer such enrolled client members, "Cohort" shall mean all potential enrolled client members that enrolled in Hinge Health Programs during the same month.</p>
LifeScan	OneTouch Reveal Diabetes: \$45 PPPM - 6 months minimum billing per activation
Livongo	Diabetes: \$70 PPPM - 6 months minimum billing per activation; fee includes unlimited test strips Diabetes Prevention and Weight Management: \$55 PPPM months 1-12; \$27.50 PPPM months 13+; 12 months minimum billing per activation Hypertension: \$39 PPPM - 6 months minimum billing per activation
Omada	Diabetes: \$70 PPPM - 6 months minimum billing per activation; fee includes unlimited BioTel Care® strips Diabetes Prevention: \$46 PPPM months 1-12; \$26 PPPM months 13+; 6 months minimum billing per activation Hypertension: \$47 PPPM - 6 months minimum billing per activation Diabetes + Hypertension: \$85 PPPM - 6 months minimum billing per activation <ul style="list-style-type: none"> • Clients purchasing Omada for Diabetes <u>and</u> Omada for Hypertension are automatically enrolled in Omada for Diabetes + Hypertension. Members who have both diabetes and hypertension receive support of both conditions at a discounted rate. Musculoskeletal: <ul style="list-style-type: none"> • Prevention: \$0 • Self-Guided Recovery: \$175 PT Consult Fee; \$0 PPPM thereafter • Physical Therapist-Guided Recovery: \$175 PT Consult Fee; \$225 PPPM thereafter, max of 3 months (\$850 max per year) • Post Care \$0
Propeller Health	Digital Pulmonary Care: \$4.50 per targeted patient per month for a minimum of 6 months
Quit Genius-Tobacco	0 – 50,000 lives <ul style="list-style-type: none"> • 1 Program Fee-\$420 PPPY (Year 1) /\$35.00 PPPM (Months 13+) • 2 Programs Bundled-\$409.50 (Year 1) /\$34.13 PPPM (Months 13+) • 3 Programs Bundled- \$399.00/ (Year 1) /\$33.25PPPM (Months 13+) + Intake Fee (per member)-\$0 50,001 – 250,000 lives <ul style="list-style-type: none"> • 1 Program Fee-\$335.00 PPPY (Year 1) /\$27.92 PPPM (Months 13+) • 2 Programs Bundled-\$326.63/(Year 1) /\$27.22PPPM (Months 13+) • 3 Programs Bundled- \$318.25/ (Year 1) /\$26.52 PPPM (Months 13+) + Intake Fee (per member)-\$0 250,001+ lives <ul style="list-style-type: none"> • 1 Program Fee-\$305.00 PPPY (Year 1) /\$25.42PPPM (Months 13+)

	<ul style="list-style-type: none"> • 2 Programs Bundled- \$297.38/ (Year 1) /\$24.78 PPPM (Months 13+) • 3 Programs Bundled- \$289.75 (Year 1) /\$24.14 PPPM (Months 13+) <p>+ Intake Fee (per member)-\$0</p> <p>Optional Program Components include Nicotine Replacement Therapy (NRT) and Carbon Monoxide (CO) Sensor. Price is per participant per order. Clients will only be charged for the amount each member orders. Ie: If a client opts in for up to 12 weeks but member only uses 4 weeks of NRT, The client will only be charged for 4 weeks of NRT for that member.</p> <ul style="list-style-type: none"> • Up to 4 wks of NRT: \$67.50 • Up to 8 wks of NRT: \$82.50 • Up to 12 wks of NRT: \$97.50 • CO Sensor: \$57.50 per device order 				
Quit Genius- Alcohol	<p>0 – 50,000 lives</p> <ul style="list-style-type: none"> • 1 Program Fee-\$3,000 PPPY (Year 1) /\$250.00 PPPM (Months 13+) • 2 Programs Bundled-\$2,925.00 PPPY (Year 1) /\$243.75 PPPM (Months 13+) • 3 Programs Bundled- \$2,850.00 PPPY (Year 1) /\$237.50 PPPM (Months 13+) <p>+ Intake Fee (per member)-\$99</p> <p>50,001 – 250,000 lives</p> <ul style="list-style-type: none"> • 1 Program Fee-\$2,475 PPPY (Year 1) /\$206.25 PPPM (Months 13+) • 2 Programs Bundled-\$2,413.13 PPPY (Year 1) /\$201.09 PPPM (Months 13+) • 3 Programs Bundled- \$2,351.25 PPPY (Year 1) /\$195.94 PPPM (Months 13+) <p>+ Intake Fee (per member)-\$99</p> <p>250,001+ lives</p> <ul style="list-style-type: none"> • 1 Program Fee-\$2,205 PPPY (Year 1) /\$183.75 PPPM (Months 13+) • 2 Programs Bundled- \$2,149.88 PPPY (Year 1) /\$179.16 PPPM (Months 13+) • 3 Programs Bundled\$2,094.75 PPPY (Year 1) /\$174.56 PPPM (Months 13+) <p>+ Intake Fee (per member)-\$99</p> <p>Optional Breathalyzer-\$77.50 per device order</p> <p>Prescribed medications are subject to a member’s pharmacy benefit coverage copay/coinsurance cost</p>				
Quit Genius- Opioid	<p>0 – 50,000 lives</p> <ul style="list-style-type: none"> • 1 Program Fee-\$4,920.00 PPPY (Year 1) /\$410.00 PPPM (Months 13+) • 2 Programs Bundled-\$4,797.00 PPPY (Year 1) /\$399.75 PPPM (Months 13+) • 3 Programs Bundled- \$4,674.00 PPPY (Year 1) /\$389.50 PPPM (Months 13+) <p>+ Intake Fee (per member)-\$99</p> <p>50,001 – 250,000 lives</p> <ul style="list-style-type: none"> • 1 Program Fee-\$4,395.00 PPPY (Year 1) /\$366.25 PPPM (Months 13+) • 2 Programs Bundled-\$4,285.13 PPPY (Year 1) /\$357.09 PPPM (Months 13+) • 3 Programs Bundled- \$4,175.25 PPPY (Year 1) /\$347.94 PPPM (Months 13+) <p>+ Intake Fee (per member)-\$99</p> <p>250,001+ lives</p> <ul style="list-style-type: none"> • 1 Program Fee-\$4,125.00 PPPY (Year 1) /\$343.75 PPPM (Months 13+) • 2 Programs Bundled- \$4,021.88 PPPY (Year 1) /\$335.16 PPPM (Months 13+) • 3 Programs Bundled- \$3,918.75 PPPY (Year 1) /\$326.56 PPPM (Months 13+) <p>+ Intake Fee (per member)-\$99</p> <p>Prescribed medications are subject to a member’s pharmacy benefit coverage copay/coinsurance cost</p>				
RecoveryOne	Musculoskeletal Care: \$97.50 PPPM for a minimum of 12 months				
SilverCloud	Digital Behavioral Health Care – for depression, anxiety or insomnia: \$0.15 PMPM				
Big Health	Digital Behavioral Health Care – for anxiety or insomnia				
	<table border="1"> <tr> <td>Sleepio, Digital Therapeutic for Insomnia</td> <td>\$400 per enrolled participant per year</td> </tr> <tr> <td>Daylight, Digital Therapeutic for Anxiety</td> <td>\$400 per enrolled participant per year</td> </tr> </table>	Sleepio, Digital Therapeutic for Insomnia	\$400 per enrolled participant per year	Daylight, Digital Therapeutic for Anxiety	\$400 per enrolled participant per year
Sleepio, Digital Therapeutic for Insomnia	\$400 per enrolled participant per year				
Daylight, Digital Therapeutic for Anxiety	\$400 per enrolled participant per year				

Advanced Utilization Management (AUM) Packages					
Limited Package	Delivers plan savings with minimal member impact				\$0.27 PMPM
Advantage Package	Same as Limited, adding chronic disease states and a broad specialty offering				\$0.68 PMPM
Advantage Plus Package	Same as Advantage, adding undermanaged medication classes for select chronic diseases				\$1.02 PMPM
Unlimited Option	Allows implementation of any current and/or future UM program				\$1.23 PMPM
Ala-Carte List Pricing					
	Ala-Carte	Included in AUM Package			
		Limited	Advantage	Advantage Plus	Unlimited
Prior Authorization					
Limited List	\$0.06 PMPM	X	X	X	X
Proactive List	\$0.05 PMPM	X	X	X	X
Advantage List	\$0.20 PMPM		X	X	X
Non Essential Therapy List	\$0.10 PMPM		X	X	X
Advantage Plus List	\$0.06 PMPM			X	X
Pharmacogenomics List	\$0.10 PMPM			X	X
Oncology Package	\$0.15 PMPM			X	X
Adjunctive Specialty List	\$0.05 PMPM				X
Cost Watch List	\$0.07 PMPM				X
Active Management List	\$0.03 PMPM				X
Drug Quantity Management					
Limited List	\$0.10 PMPM	X	X	X	X
Advantage List	\$0.10 PMPM		X	X	X
Advantage Plus List	\$0.03 PMPM			X	X
Step Therapy					
Limited List	\$0.20 PMPM	X	X	X	X
Advantage List	\$0.06 PMPM		X	X	X
Preferred Specialty Management	\$0.12 PMPM		X	X	X
Advantage Plus List	\$0.06 PMPM			X	X

Package Guarantees: <1,000 lives - no guarantee, 1,001 - 2,500 - 1:1 guarantee, 2,501 - 5,000 - 2:1 guarantee, >5,000 lives 4:1 guarantee. Unlimited option with all elements of the Advantage Plus Package receives Advantage Plus guarantee. Closed formulary or 100% tier 3 copay Sponsors do not qualify for guarantees

List Guarantees: Some lists offer 3:1 Guarantees for Sponsors with >10,000 lives. Prior Authorization must be implemented without grandfathering to receive guarantee.

Some programs may impact Rebates. Development and maintenance of customized rules and/or criteria may incur additional fees

EXHIBIT B-3

Rebates

1. NON-SPECIALTY REBATE AMOUNTS

1.1. Subject to the conditions set forth in this Agreement and Sponsor meeting the Plan design conditions identified in the table below, ESI will pay to Sponsor the following guaranteed amounts:

a. Commercial

Formulary:	National Preferred Formulary			
	Participating Pharmacies		Smart90 CVS Exclusive Smart90 Walgreens Exclusive Smart90 Core Exclusive	ESI Mail Pharmacy
Days' Supply	1-83	84-90	84-90	
Per Brand Rx (non-Specialty Products)	\$318.00	\$709.00	\$940.00	\$940.00

Formulary:	Basic Formulary			
Plan Design	3 Tier with Min \$15 Copay Differential			
	Participating Pharmacies		Smart90 CVS Exclusive Smart90 Walgreens Exclusive Smart90 Core Exclusive	ESI Mail Pharmacy
Days' Supply	1-83	84-90	84-90	
Per Brand Rx (non-Specialty Products)	\$243.00	\$578.00	\$715.00	\$715.00

Formulary:	Basic Formulary			
Plan Design	2 Tier/3 Tier with Less Than \$15 Copay Differential			
	Participating Pharmacies		Smart90 CVS Exclusive Smart90 Walgreens Exclusive Smart90 Core Exclusive	ESI Mail Pharmacy
Days' Supply	1-83	84-90	84-90	
Per Brand Rx (non-Specialty Products)	\$219.00	\$519.00	\$643.00	\$643.00

Formulary:	National Preferred Formulary
	Smart90 CVS Voluntary* Smart90 Walgreens Voluntary* Smart90 Core Voluntary *
Days' Supply	84-90
Per Brand Rx (non-Specialty Products)	\$802.00

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

Formulary:	Basic Formulary
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Plan Design	3 Tier with Min \$15 Copay Differential
	Smart90 CVS Voluntary* Smart90 Walgreens Voluntary* Smart90 Core Voluntary *
Days' Supply	84-90
Per Brand Rx (non-Specialty Products)	\$608.00

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

Formulary:	Basic Formulary
Plan Design	2 Tier/3 Tier with Less Than \$15 Copay Differential
	Smart90 CVS Voluntary* Smart90 Walgreens Voluntary* Smart90 Core Voluntary *
Days' Supply	84-90
Per Brand Rx (non-Specialty Products)	\$546.00

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

Formulary:	National Preferred Formulary	
	Smart90 KA Exclusive	Smart90 KA Voluntary*
Days' Supply	84-90	84-90
Per Brand Rx (non-Specialty Products)	\$808.00	\$766.00

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

Formulary:	Basic Formulary	
Plan Design	3 Tier with Min \$15 Copay Differential	
	Smart90 KA Exclusive	Smart90 KA Voluntary*
Days' Supply	84-90	84-90
Per Brand Rx (non-Specialty Products)	\$613.00	\$580.00

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

Formulary:	Basic Formulary
Plan Design	2 Tier/3 Tier with Less Than \$15 Copay Differential

	Smart90 KA Exclusive	Smart90 KA Voluntary*
Days' Supply	84-90	84-90
Per Brand Rx (non-Specialty Products)	\$551.00	\$521.00

*INCLUDES INCENTIVE, VOLUNTARY, AND ACTIVE CHOICE OPTIONS

1.1 EXCLUSIONS

Member Submitted Claims, Specialty Products, Subrogation Claims, COVID vaccines, test kits, and therapeutics (e.g. antivirals), vaccines, OTC products, claims older than 180 days, long term care, claims through Sponsor-owned, in-house or on-site pharmacies, coordination of benefits (COB) claims, Claims through 340b pharmacies, claims pursuant to a 100% Member Copayment plan, and claims processed pursuant to a formulary exception are not eligible for the guaranteed Rebate amounts set forth in Section 1.1 above.

1.2 REBATE PAYMENT TERMS

Subject to the conditions set forth herein, ESI shall pay RxSolutions the guaranteed amounts set forth above reduced by the aggregate difference between the Anchor Date Rebate (defined herein) plus an Inflationary Factor (defined herein), and the New Rebate (defined herein), for the drugs impacted by the American Rescue Plan Act of 2021, during each calendar quarter hereunder within approximately ninety (90) days following the end of such calendar quarter. "Inflationary Factor" is defined as the average year-over-year price increase of the applicable category for the impacted drug. "Anchor Date Rebate" is defined as the Rebate for an impacted drug within the 7-day period preceding the change in price of such drug. "New Rebate" is defined as the Rebate for an impacted drug within the 90-day period following the change in price of such drug. Payment will be made to Rx Solutions via ACH transfer.

2 SPECIALTY REBATE AMOUNTS

2.1 Subject to the conditions set forth in this Agreement and Sponsor meeting the Plan design conditions identified in the table below, ESI will pay to Sponsor the following guaranteed amounts:

- a. Commercial

Formulary:	National Preferred Formulary (Exclusive Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Exclusive – 30 Days' Supply
Per Brand Rx (Specialty Products)	\$2,875.00	\$2,875.00

Formulary:	National Preferred Formulary (Open Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Open – 30 Days' Supply
Per Brand Rx (Specialty Products)	\$2,280.00	\$2,280.00

Formulary:	Basic Formulary (Exclusive Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Exclusive – 30 Days' Supply
Per Brand Rx (Specialty Products)	\$1,982.00	\$1,982.00

Formulary:	Basic Formulary (Open Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Open – 30 Days' Supply
Per Brand Rx (Specialty Products)	\$1,833.00	\$1,833.00

Formulary:	National Preferred Formulary (Exclusive Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Exclusive – 90 Days' Supply / ADS
Per Brand Rx (Specialty Products)	\$3,743.00	\$3,743.00

Formulary:	National Preferred Formulary (Open Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Open – 90 Days' Supply / ADS
Per Brand Rx (Specialty Products)	\$3,024.00	\$3,024.00

Formulary:	Basic Formulary (Exclusive Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Exclusive – 90 Days' Supply / ADS
Per Brand Rx (Specialty Products)	\$2,590.00	\$2,590.00

Formulary:	Basic Formulary (Open Specialty)	
	Participating Pharmacies	ESI Specialty Pharmacy Open – 90 Days' Supply / ADS
Per Brand Rx (Specialty Products)	\$2,397.00	\$2,397.00

2.2 EXCLUSIONS

Member Submitted Claims, Subrogation Claims, COVID vaccines, test kits, and therapeutics (e.g. antivirals), vaccines, OTC products, claims older than 180 days, long term care, coordination of benefits (COB) claims, claims through Sponsor-owned, in-house or on-site pharmacies, Claims through 340b pharmacies, claims pursuant to a 100% Member Copayment plan, and claims processed pursuant to a formulary exception are not eligible for the guaranteed Rebate amounts set forth in Section 2.1 above.

2.3 REBATE PAYMENT TERMS

Subject to the conditions set forth herein, ESI shall pay RxSolutions the guaranteed amounts set forth above within ninety (90) days following the end of each calendar quarter. Payment will be made to Rx Solutions via ACH transfer.

3 CONDITIONS (APPLIES TO ALL REBATES)

- 3.1 ESI contracts for Rebates, if indicated to be paid above, on its own behalf and for its own benefit, and not on behalf of Sponsor. Accordingly, ESI retains all right, title and interest to any and all actual Rebates received. ESI will pay Sponsor amounts equal to the Rebates allocated to Sponsor, as specified above, from ESI's general assets (neither Sponsor, its Members, nor Sponsor's plan retains any beneficial or proprietary interest in ESI's general assets). Sponsor acknowledges and agrees that neither it, its Members, nor its Plan will have a right to interest on, or the time value of, any Rebate payments received by ESI during the collection period or moneys payable under this Section. No amounts for Rebates will be paid until this Agreement is executed by Sponsor. ESI will have the right to apply Sponsor's allocated Rebate amount to unpaid Fees. ESI will retain Manufacturer Administrative Fees on Specialty Products.
- 3.2 ESI reserves the right to adjust the Rebate guarantees if Rebate revenue is materially decreased because Brand Drugs move off-patent to generic status or due to a Change in Law. Express Scripts is still reviewing potential impact of the recent announcements on Insulin. As a result, this pricing does not reflect any impacts from those announcements. We will pass along further information when available. The preliminary expectation is that, Express Scripts shall pay Plan Sponsor the Rebate Guarantees amounts set forth above during each calendar quarter, net of price reductions.
- 3.3 Sponsor acknowledges that it may be eligible for Rebate amounts under this Agreement only so long as Sponsor, its affiliates, or its agents do not contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs for claims processed by ESI pursuant to the Agreement, without the prior written consent of ESI. In the event that Sponsor negotiates or arranges for Rebates or similar discounts for any Covered Drugs hereunder, but without limiting ESI's right to other remedies, ESI may immediately withhold any Rebate amounts earned but not yet paid to Sponsor. To the extent Sponsor knowingly negotiates and/or contracts for discounts or rebates on claims for Covered Drugs without prior written approval of ESI, such activity will be deemed to be a material breach of this Agreement, entitling ESI to suspend payment of Rebate amounts hereunder and to renegotiate the terms and conditions of this Agreement.
- 3.4 Under its Rebate program, ESI may implement ESI's Formulary management programs and controls, which may include, among other things, cost containment initiatives, and communications with Members, Participating Pharmacies, and/or physicians. ESI reserves the right to modify or replace such programs from time to time. Guaranteed Rebate amounts, if any, set forth herein, are conditioned on adherence to various Formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable pharmaceutical manufacturer agreements, as communicated by ESI to Sponsor from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of Rebates, then ESI may make an adjustment to the Rebate terms and guaranteed Rebate amounts, if any, hereunder.
- 3.5 The Rebate guarantees set forth in this Agreement are based on current market share assumptions and benefit design. If Sponsor's mix or utilization of drugs in the Hepatitis C or PCSK9 classes materially differ from the data provided to PBM for the purposes of establishing pricing or from Sponsor's historical mix and utilization, ESI may equitably adjust the Rebate guarantees accordingly.
- 3.6 Rebate amounts paid to Sponsor pursuant to this Agreement are intended to be treated as "discounts" pursuant to the federal anti-kickback statute set forth at 42 U.S.C. §1320a-7b and implementing regulations. Sponsor is obligated if requested by the Secretary of the United States Department of Health and Human Services, or as otherwise required by applicable law, to report the Rebate amounts and to provide a copy of this notice. ESI will refrain from doing anything that would impede Sponsor from meeting any such obligation.

Exhibit B-4**Inflation Protection Program****1. Inflation Protection Program (New Clients).**

- 1.1. Under the Inflation Protection Program, ESI will guarantee, in year two (2) of the executed contract on, (the "Inflation Rate Guarantee") that Sponsor's Brand Drug AWP inflation will not exceed TBD% (will be determined for each client individually) for the commercial population (will be determined based on prior year data) (the "Inflation Cap") for the initial contract year of this Agreement. The Inflation Cap for subsequent years shall be the greater of: (i) the preceding year's Inflation Cap or (ii) the actual CYIR of the preceding contract year; and may be adjusted up or down based on differences in Sponsor's individual mix and utilization. If the Inflation Rate Guarantee is not met, ESI will make a client inflation payment to Sponsor calculated as follows: (Contract Year Inflation Rate – Inflation Cap) * Adjusted Base AWP * Effective Discount (the "Inflation Guarantee Payment"). Any payment owed will be issued within 180 days following the end of the applicable contract year. To remain eligible for the inflation guarantee payment in a given contract year, Sponsor's plan's formulary compliance for Brand Drugs must average at least TBD% (will be determined for each client individually) for the commercial population (will be determined based on prior year data) on total utilization for that contract year.

1. Inflation Protection Program (Existing Clients)

- 1.1. Under the Inflation Protection Program, for each Contract Year following the Initial Contract Year, ESI will guarantee that Sponsor's Brand Drug AWP inflation will not exceed 8.00% (the "Inflation Rate Guarantee"). If Sponsor's Brand Drug AWP inflation exceeds the Inflation Rate Guarantee and Sponsor's Formulary Compliance averages at least 90.00%, ESI will reimburse Sponsor as follows: (Contract Year Inflation Rate – Inflation Rate Guarantee) * Adjusted Base AWP * Effective Discount (the "Inflation Guarantee Payment"). Any payment owed will be issued within 180 days following the end of the applicable contract year.

2. For the purposes of the Inflation Protection Program, the following definitions will apply:

- 2.1. "Adjusted Base AWP" shall mean the PCYA adjusted to account for total quantity changes between the prior year and the current year. Adjusted Base AWP will be calculated as follows (PCYA / Prior Year Brand Quantities) * Current Year Brand Quantities.
- 2.2. "Current Calendar Year AWP" or "CCYA" shall be equal to the aggregate weighted average Brand Drug AWP amount for the calendar year for which the Inflation Guarantee is being calculated, adjusted for the previous year's dispensed Brand Drug quantities. CCYA shall be calculated as the sum of the average unit AWP for each Brand Drug dispensed in the current calendar year multiplied by the quantities of each such Brand Drug dispensed in the preceding calendar year.
- 2.3. "Current Year Brand Quantities" shall be equal to the aggregate quantities of each Brand Drug used in the calculation of CCYA dispensed during the calendar year for which the Inflation Guarantee Payment is being calculated.
- 2.4. "Calendar Year Inflation Rate" or "CYIR" shall be expressed as a percentage, and calculated as (CCYA/PCYA) - 1.
- 2.5. "Effective Discount" is the effective discount Sponsor has received (including the impact of Rebates and Manufacturer Administrative Fees (if applicable)) on Brand Drugs dispensed during the calendar year for which the Inflation Guarantee is being calculated. The Effective Discount will be expressed as a percentage and calculated as (net ingredient cost paid by Sponsor for all Brand Drugs in the applicable calendar year – Rebates received by Sponsor) / Aggregate AWP for all Brand Drugs dispensed in the applicable year.
- 2.6. "Prior Calendar Year AWP" or "PCYA" shall be equal to, for the same Brand Drug NDCs used for the "CCYA" calculation, the average Brand Drug AWP amount for such NDCs during the calendar year immediately preceding the calendar year for which the Inflation Guarantee payment is being calculated.

- 2.7. "Prior Year Brand Quantities" shall be equal to the aggregate quantities of each Brand Drug used in the calculation of CCYA dispensed during the calendar year prior to the year for which the inflation guarantee is being calculated.

3. Terms and Conditions of the Inflation Protection Program

- 3.1. In order to be eligible for the Inflation Rate Guarantee payment for a given calendar year, Sponsor must, on average, meet the specified formulary compliance percentage on its total utilization for the calendar year. If Sponsor makes material changes to its Formulary or benefit design that negatively impact ESI's ability to control inflation relative to Sponsor's Formulary drug mix, then ESI reserves the right to make an equitable adjustment to the Inflation Guarantee.
- 3.2. The following claims will be excluded from all calculations related to the Inflation Protection Program: Medicare claims, Medicaid claims, any other government health care program claims, OTCs, Member Submitted Claims, Subrogation Claims, compounds, Generic Drugs, claims submitted by Sponsor owned, in-house, or on-site pharmacies, Claims through 340b pharmacies, claims submitted through a 100% member cost-share program, Biosimilar Products, drugs where the quantity or packaging has been changed by the manufacturer from the past year, and drugs for which there was no utilization in the calendar year prior to the calendar year for which the Inflation Rate Guarantee payment is being determined.
- 3.3. ESI contracts for inflation payments from manufacturers for its own account and ESI may realize positive margin between amounts paid to Sponsors and amounts received from pharmaceutical manufacturers. Conversely, ESI may realize negative margin if inflation payments from manufacturers are less than payments due to Sponsor. Sponsor will not be entitled to receive any amounts related to drug price inflation or a related guarantee other than as set forth above.
- 3.4. No payments will be made to Sponsor unless Sponsor has an executed PBM agreement with ESI.
- 3.5. ESI has structured the terms of this program to comply with certain exceptions and safe harbors to the Federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), including the discount exception (42 U.S.C. § 1320a-7b(b)(3)(A) and safe harbor (42 C.F.R. § 1001.952(h)). ESI will treat any reimbursement made to Sponsor hereunder as retrospective discounts on the price of the product paid by Sponsor. ESI will fully and accurately report such discounts on the payment advice submitted to Sponsor. ESI hereby informs Sponsor that it may be required by law to properly disclose and appropriately reflect (in any costs claimed or charges made) all such discounts. Further, ESI will refrain from taking any action that would impede or frustrate Sponsor in any such disclosure requirements. Sponsor may be required to provide information on the discount furnished to Sponsor to the Secretary of Health and Human Services, or any state or other governmental agency, upon request. ESI will comply with all applicable reporting and disclosure obligations.

Exhibit B-5

PERFORMANCE STANDARDS

In the event that any failure by ESI to meet any performance standard is due to a “force majeure” as defined in the Agreement, failure of Sponsor to perform its obligations under the Agreement, or actions or inactions of Sponsor that adversely impact ESI’s ability to maintain the subject standard (e.g., faulty eligibility, changes in benefit design not adequately communicated to Members and benefit designs that substantially change the Members’ rights under the Plan), ESI will be excused from compliance with such performance standards until such circumstances have been resolved and any existing backlogs or other related effects have been eliminated.

Within ninety (90) days after the end of each year, ESI shall report to Sponsor ESI’s performance under each performance standard. Notwithstanding the foregoing, for purposes of determining whether ESI has met or failed to meet each performance standard, performance standards will be measured and reconciled on an annual basis and amounts due resulting from an ESI failure to meet any performance standard(s), if any, shall be calculated and paid to Sponsor within thirty (30) days following Sponsors receipt of reconciliation report.

No performance penalties, if any, will be paid until this Agreement is executed by Sponsor. In no event will the sum of the payments to Sponsor, as a result of ESI’s failure to meet the performance standards exceed \$10.00 per Member for the implementation performance standard for clients new to ESI and \$10.00 per Member for the annual performance standards. Sponsor may reallocate performance guarantee penalty amounts across each guarantee listed in this Exhibit provided, that (i) no greater than 20% of the total performance guarantee risk pool can be allocated to an individual guarantee, (ii) any reallocation is provided in writing to ESI no later than 30 days prior to the start of each contract year, and (iii) the sum of all penalty allocations equal 100% of the total performance guarantee risk pool.

The following performance standards are based on Members as of the Effective Date and throughout the Term. Any material change below such number may result in a renegotiation of the standards and penalties set forth below.

Performance standards for ESI Mail Pharmacy assume a minimum of 1,000 ESI Mail Pharmacy prescriptions submitted annually.

Service Feature	Guarantee	Penalty
<p>Implementation and Start-up (Available for Clients New to ESI only)</p> <p>(To be eligible for the implementation performance guarantees the implementation kick off call must occur at least 90 days before the implementation date)</p>	<p>Express Scripts will guarantee the implementation of Client to be completed in accordance within the mutually agreed upon timelines. Each of Express Scripts’ standards is dependent upon receiving specific information from Client. Loading of eligibility and production of ID cards are dependent upon receiving group structure and benefit plan design sign-off from Client. A delay in receipt of data or information from Client may require rescheduling of all subsequent deliverable dates.</p> <p>The recommended implementation time frame is 90 days.</p> <p>The implementation performance guarantee is a one-time only guarantee valid 90 days from Client’s effective date. ESI shall provide a draft Implementation Guarantee Tracking Document at implementation kick off meeting.</p> <p>Implementation Performance Guarantees must be agreed to and documented within thirty (30) days of the kick off meeting or they will be considered void.</p>	<p>The following dollars will be paid to Client if Express Scripts does not complete the deliverables by the dates noted in the performance standard, assuming that Client has provided the information necessary to complete these deliverables:</p> <p>Benefit Plan Design — \$TBD Eligibility Load — \$TBD ID Cards — \$TBD Toll-Free Telephone Number — \$TBD Initial File Loads: Claims History — \$TBD Initial File Loads: Prior Authorization History — \$TBD Initial File Loads: Open Refill Transfers - \$TBD</p> <p>The above reference our standard Implementation performance standards. The maximum implementation penalty will be \$TBD.</p>

Service Feature	Guarantee	Penalty
Member Satisfaction Survey	One random sample member survey will be completed annually on a book-of-business basis. Express Scripts guarantees a patient satisfaction rate of 90% or greater based on overall satisfaction. This standard will be measured and reported annually.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Average Speed of Answer	Express Scripts guarantees that calls will be answered in an average of 30 seconds or less. This guarantee is predicated on the installation of a toll-free number unique to the sponsor. Measurement includes calls routed to the IVR.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Blockage Rate (Busy Signal)	Express Scripts will guarantee a blockage rate of 1% or less. Blockage is defined as a caller receiving a busy signal. Measured at a book of business level.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Percent of Calls Abandoned	The Telephone Abandonment Rate of the Member Service Telephone Line will be 3% or less of all incoming calls received during each Contract Year.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Customer Service — First Call Resolution	Express Scripts guarantees that 94% or greater of patient calls will be resolved on the first call.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Dispensing Accuracy	The Dispensing Accuracy Rate for each Contract Year will be 99.996% or greater. Guarantee is measure at book of business.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Turnaround Time for Routine (Clean) Prescriptions	Express Scripts guarantees to dispense prescriptions not subject to intervention within an average of two (2) business days.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Turnaround Time for Prescriptions Subject to Intervention	Express Scripts guarantees to dispense prescriptions subject to intervention within an average of four (4) business days.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.

Service Feature	Guarantee	Penalty
Data Systems Availability and Adjudication	Express Scripts guarantees an annual average 99% system availability of the point-of-sale adjudication system on a book of business basis. This guarantee excludes systems downtime attributed to regularly scheduled systems maintenance or systems downtime attributed to telecommunications failure or other circumstances outside the control of Express Scripts.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.
Eligibility — Timeliness of Installations	Accurate and complete eligibility files electronically transmitted by 10:00 A.M. EST, via secured processes acceptable to Express Scripts, will be updated within one (1) business day of receipt.	Sponsor may allocate up to twenty percent (20%) of the annual amount at risk to any standard with the total adding up to one hundred percent (100%) of the amount at risk.

If Sponsor does not choose performance standard allocations in a timely manner, ESI will implement the default performance standards shown in the table below.

Service Feature	Guarantee	Penalty
Contact Center		
Average Speed of Answer	Express Scripts guarantees that calls will be answered in an average of 30 seconds or less. This guarantee is predicated on the installation of a toll-free number unique to the sponsor. Measurement includes calls routed to the IVR.	(20%) of the amount at risk.
Customer Service — First Call Resolution	Express Scripts guarantees that 94% or greater of patient calls will be resolved on the first call.	(20%) of the amount at risk.
Home Delivery Pharmacy		
Turnaround Time for Routine (Clean) Prescriptions	Express Scripts guarantees to dispense prescriptions not subject to intervention within an average of two (2) business days.	(20%) of the amount at risk.
Client Services Administration		
Satisfaction Survey	One random sample member survey will be completed annually on a book-of-business basis. ESI guarantees a patient satisfaction rate of 90% or greater. This standard will be measured and reported annually.	(20%) of the amount at risk.
Eligibility		
Eligibility — Timeliness of Installations	Accurate and complete eligibility files electronically transmitted by 10:00 A.M. EST, via secured processes acceptable to Express Scripts, will be updated within one (1) business day of receipt.	(20%) of the amount at risk.

FINANCIAL DISCLOSURE TO ESI PBM CLIENTS

This disclosure provides an overview of the principal revenue sources of Express Scripts, Inc. and Medco Health Solutions, Inc. (individually and collectively referred to herein as “ESI”), as well as ESI’s affiliates. In addition to administrative and dispensing fees paid to ESI by our clients for pharmaceutical benefit management (“PBM”) services, ESI and its affiliates derive revenue from other sources, including arrangements with pharmaceutical manufacturers, wholesale distributors, and retail pharmacies. Some of this revenue relates to utilization of prescription drugs by members of the clients receiving PBM services. ESI may pass through certain manufacturer payments to its clients or may retain those payments for itself, depending on the contract terms between ESI and the client.

Relationship with Cigna Corporation. On December 20, 2018, ESI’s parent company, Express Scripts Holding Company, was acquired by Cigna Corporation.

Relationship with Evernorth Health, Inc. Evernorth Health, Inc., a wholly-owned subsidiary of Cigna Corporation, is the parent company of ESI.

Network Pharmacies – ESI contracts for its own account with retail pharmacies to dispense prescription drugs to client members. Rates paid by ESI to these pharmacies may differ among networks (e.g., Medicare, Worker’s Comp, open and limited), and among pharmacies within a network, and by client arrangements. PBM agreements generally provide that a client pays ESI an ingredient cost, plus dispensing fee, for drug claims. If the rate paid by a client exceeds the rate contracted with a particular pharmacy, ESI will realize a positive margin on the applicable claim. The reverse also may be true, resulting in negative margin for ESI. ESI also enters into pass-through arrangements where the client pays ESI the actual ingredient cost and dispensing fee amount paid by ESI for the particular claim when the claim is adjudicated to the pharmacy. In addition, when ESI receives payment from a client before payment to a pharmacy, ESI retains the benefit of the use of the funds between these payments. ESI may maintain non-client specific aggregate guarantees with pharmacies and may realize positive margin. ESI may charge pharmacies standard transaction fees to access ESI’s pharmacy claims systems and for other related administrative purposes. ESI may also maintain certain preferred value or quality networks; pharmacies participating in those networks may pay or receive aggregated payments related to these networks.

Brand/Generic Classifications – Prescription drugs may be classified as either a “brand” or “generic;” however, the reference to a drug by its chemical name does not necessarily mean that the product is recognized as a generic for adjudication, pricing or copay purposes. For the purposes of pharmacy reimbursement, ESI distinguishes brands and generics through a proprietary algorithm (“BGA”) that uses certain published elements provided by First DataBank (FDB), a third-party vendor, including price indicators, Generic Indicator, Generic Manufacturer Indicator, Generic Name Drug Indicator, Innovator, Drug Class and abbreviated new drug application (ANDA). The BGA uses these data elements in a hierarchical process to categorize the products as brand or generic. The BGA also has processes to resolve discrepancies and prevent “flipping” between brand and generic status due to price fluctuations and marketplace availability changes. The elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the BGA are available upon request. Brand or generic classification for client reimbursement purposes is either based on the BGA or specific code indicators from Medi-Span, a third-party vendor, or a combination of the two as reflected in the client’s specific contract terms. Application of an alternative methodology based on specific client contract terms does not affect ESI’s application of its BGA for ESI’s other contracts.

Maximum Allowable Cost (“MAC”)/Maximum Reimbursement Amount (“MRA”) – As part of the administration of the PBM services, ESI maintains a MAC List of drug products identified as requiring pricing management due to the number of manufacturers, utilization and/or pricing volatility. The criteria for inclusion on the MAC List are based on whether the drug has readily available generic product(s), is generally equivalent to a brand drug, is cleared of any negative clinical implications, and has a cost basis that will allow for pricing below brand rates. ESI also maintains MRA price lists for drug products on the MAC List based on current price reference data provided by MediSpan or other nationally recognized pricing sources, market pricing and availability information from generic manufacturers and on-line research of national wholesale drug company files, and client arrangements. Similar to the BGA, the elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the MAC methodology are available upon request.

Manufacturer Programs Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts with manufacturers and/or group purchasing organizations (“GPOs”) for its own account to obtain formulary rebates attributable to the utilization of certain drugs and supplies. Formulary rebate amounts received vary based on client specific utilization, the volume of utilization as well as formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, claims volume, and other similar factors, and in certain instances also may vary based on the product’s market-share. ESI pays formulary rebates it receives to a client based on the client’s PBM agreement terms and may realize positive margin. In addition, ESI provides administrative services to contracted manufacturers, which include, for example, maintenance and operation of systems and other infrastructure necessary for invoicing and processing rebates, pharmacy discount programs, access to drug utilization data, as allowed by law, for purposes of verifying and evaluating applicable payments, and for other purposes related to the manufacturer’s products. ESI receives administrative fees directly from participating manufacturers and indirectly from GPOs. In its capacity as a PBM company, ESI may receive other compensation from manufacturers for the performance of various programs or services, including, for example, formulary compliance initiatives, clinical services, therapy management services, education services, inflation protection programs, medical benefit management services, cost containment programs, discount programs, and the sale of

non-patient identifiable claim information. This compensation is not part of the formulary rebates or associated administrative fees, and ESI may realize positive margin between amounts paid to clients and amounts received. ESI retains the financial benefit of the use of any funds held until payment is made to the client.

Copies of ESI's standard formularies may be reviewed at <https://www.controlcenter.com/>.

Third Party Offerings - ESI partners with multiple third party vendors to provide clinical programs and other product offerings to clients. ESI may have an ownership interest in certain third party vendors.

ESI Subsidiary Pharmacies – ESI has several licensed pharmacy subsidiaries, including our specialty pharmacies. These entities may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers, wholesale distributors, and other health care providers. These subsidiary pharmacies contract for these arrangements on their own account in support of their various pharmacy operations. Many of these subsidiary arrangements relate to services provided outside of PBM arrangements, and may be entered into irrespective of whether the particular drug is on one of ESI's national formularies. Discounts and fee-for-service payments received by ESI's subsidiary pharmacies are not part of the PBM formulary rebates or associated administrative fees paid to ESI in connection with ESI's PBM formulary rebate programs. However, certain purchase discounts received by ESI's subsidiary pharmacies, whether directly or through ESI, may be considered for formulary purposes if the value of such purchase discounts is used by ESI to supplement the discount on the ingredient cost of the drug to the client based on the client's PBM agreement terms. From time to time, ESI and its affiliates also may pursue and maintain for its own account other supply chain sourcing relationships not described below as beneficial to maximize ESI's drug purchasing capabilities and efficiencies, and ESI or affiliates may realize an overall positive margin with regard to these initiatives.

The following provides additional information regarding examples of ESI subsidiary discount arrangements and fee-for-service arrangements with pharmaceutical manufacturers, and wholesale distributors:

ESI Subsidiary Pharmacy Discount Arrangements – ESI subsidiary pharmacies purchase prescription drug inventories, either from manufacturers or wholesalers, for dispensing to patients. Often, purchase discounts off the acquisition cost of these products are made available by manufacturers and wholesalers in the form of either up-front discounts or retrospective discounts. These purchase discounts, obtained through separate purchase contracts, are not formulary rebates paid in connection with our PBM formulary rebate programs. Drug purchase discounts are based on a pharmacy's inventory needs and, at times, the performance of related patient care services and other performance requirements. When a subsidiary pharmacy dispenses a product from its inventory, the purchase price paid for the dispensed product, including applicable dispensing fees, may be greater or less than that pharmacy's acquisition cost for the product net of purchase discounts. In general, our pharmacies realize an overall positive margin between the net acquisition cost and the amounts paid for the dispensed drugs.

ESI Subsidiary Fee-For-Service Arrangements – One or more of ESI's subsidiaries, including, but not limited to, its subsidiary pharmacies also may receive fee-for-service payments from manufacturers, wholesalers, or other health care providers in conjunction with various programs or services, including, for example, patient assistance programs for indigent patients, dispensing prescription medications to patients enrolled in clinical trials, various therapy adherence and fertility programs, administering FDA compliance requirements related to the drug, 340B contract pharmacy services, product reimbursement support services, and various other clinical or pharmacy programs or services. As a condition to having access to certain products, and sometimes related to certain therapy adherence criteria or FDA requirements, a pharmaceutical manufacturer may require a pharmacy to report selected information to the manufacturer regarding the pharmacy's service levels and other dispensing-related data with respect to patients who receive that manufacturer's product. A portion of the discounts or other fee-for-service payments made available to our pharmacies may represent compensation for such reporting.

Other Manufacturer Arrangements – ESI also maintains other lines of business that may involve discount and service fee relationships with pharmaceutical manufacturers and wholesale distributors. Examples of these businesses include a wholesale distribution business, group purchasing organizations (and related group purchasing organization fees), and a medical benefit management company. Compensation derived through these business arrangements is not considered for PBM formulary placement, and is in addition to other amounts described herein. These service fees are not part of the formulary rebates or associated administrative fees.

Third Party Data Sales – Consistent with any client contract limitations, ESI or its affiliates may sell HIPAA compliant information maintained in their capacity as a PBM, pharmacy, or otherwise to data aggregators, manufacturers, or other third parties on a fee-for-service basis or as a condition of discount eligibility. All such activities are conducted in compliance with applicable patient and pharmacy privacy laws and client contract restrictions.

August 4, 2022

THIS EXHIBIT REPRESENTS ESI'S FINANCIAL POLICIES. ESI MAY PERIODICALLY UPDATE THIS EXHIBIT AND THE FINANCIAL DISCLOSURES CONTAINED HEREIN TO REFLECT CHANGES IN ITS BUSINESS PROCESSES; THE CURRENT FINANCIAL DISCLOSURE IS AVAILABLE UPON REQUEST AND ACCESSIBLE ON [HTTPS://WWW.EXPRESS-SCRIPTS.COM/CORPORATE](https://www.express-scripts.com/corporate) AND [HTTPS://WWW.CONTROLCENTER.COM/](https://www.controlcenter.com/).

EXHIBIT A**CLIENT AGREEMENT**

Client Name: City of Jackson, Missouri
Client Tax ID Number: 43-601808
Collective Name: Valued Pharmacy Services
Broker Name: Swingford and Associates, Inc.
Effective Date: 01/01/2024
Initial Term of Client Agreement: 24 Months
Additional Commission (if any): Yes \$ _____ No

Contact Information:	Client Information	Consultant Information	Broker Information
Contact Person: (Name & Title)	Dwain Hahs, Mayor	Lisa Youngblood, COO	Todd Obergonner
Company Name:	City of Jackson, Missouri	Valued Pharmacy Services	Swingford and Associates, Inc.
Street Address:	101 Court Street	16090 Swingley Ridge Road Suite 450	2525 E Jackson Blvd
City/State/Zip Code:	Jackson, MO	Chesterfield, MO 63017	Jackson, MO 63755
Phone Number:	573-243-3568	636-779-5515	573-243-3568

Payor: Client will be responsible for payments to ESI under the Prescription Drug Program

Do you want Member names to appear on Billing Statement? Yes No

ESI and Collective have entered into that certain Prescription Drug Program Agreement ("PBM Agreement"), which sets forth certain terms and conditions associated with ESI's, either directly or through its subsidiaries or affiliates, provision of pharmacy benefit management services (which, under this Client Agreement shall be exclusive for all of Client's self-funded welfare benefit plans that offer a prescription benefit, including, but not limited to, pharmacy network contracting; pharmacy claims processing; mail and specialty drug pharmacy; cost containment, clinical, safety, adherence and other like programs; and formulary administration ("PBM Services"). The PBM Agreement is incorporated herein for all purposes. To the extent not defined herein, capitalized terms shall have the meaning ascribed to them in the PBM Agreement.

"Client", for purposes of this Client Agreement, shall mean the entity listed above on the "Client Name" line of this Client Agreement.

1. **Plan Design; Commencement of Services.** Client agrees that the PBM Services should be provided in accordance with the PBM Agreement, this Client Agreement, and the specific benefit design reflected on the ESI Set-Up Forms adopted by Client (if ESI assists Client with completion of the Set-Up Forms, it will send Client the completed Set-Up Forms for review and Client agrees that such documentation will constitute the governing Set-Up Forms for Client unless Client notifies ESI in writing within thirty days of receipt of the completed documentation of any discrepancies therein, in which case the parties shall work together in an expeditious manner to correct such discrepancies and issue a revised Set-Up Forms). If Client already has on file with ESI any Set-Up Forms or similar set-up documentation as of the date Client executes this Client Agreement, Client adopts and directs ESI to use such Set-Up Forms until ESI is otherwise directed in writing by Client.

2. **Eligibility of Members.** Client shall provide ESI with an initial Eligibility File under a mutually agreeable time frame prior to the effective date of Client's Prescription Drug Program, and updates thereto shall be provided to ESI on a mutually determined basis. All Eligibility Files shall be submitted on-line, or on tape or disk in a format that is acceptable to ESI. Eligibility performed manually by ESI for Collective or Client, or material changes to the Eligibility File processes requested by Collective or Client during the term may be subject to additional charges as set forth in Exhibit B of the PBM Agreement. Client will be responsible for all Prescription Drug Claims during the period of the Member's eligibility as indicated on the Eligibility File including for retroactively termed Members, except in the event of ESI's negligence.

3. **Pharmacy Network.**

(a) **Participating Pharmacies.** Members may obtain prescriptions for Covered Drugs through the Participating Pharmacy network selected by Client. ESI shall direct Participating Pharmacies to charge and collect the applicable Copayment from Members for each Covered Drug dispensed; provided, a Member's Copayment charged for a Covered Drug will be the lesser of the applicable Copayment, AWP discount or U&C. ESI will maintain a network(s) of Participating Pharmacies as identified in Exhibit B, and will make available an updated list of Participating Pharmacies on-line. ESI maintains multiple networks and subnetworks, and periodically consolidates networks or migrates clients to

other networks and subnetworks. If, due to an access concern, Collective or Client requests that ESI attempt to add a particular retail pharmacy to the network of Participating Pharmacies serving Client and its Members hereunder, ESI will make commercially reasonable efforts to add any such pharmacy to the Participating Pharmacy network for Collective or Client, provided that such pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions. If any such Participating Pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions except for ESI's standard network rates (i.e., the particular pharmacy will only agree to higher than standard reimbursement rates), and Collective or Client nevertheless requests that ESI add such pharmacy, the rate charged to Payor for Prescription Drug Claims processed through such pharmacy (assuming ESI agrees to contract with such pharmacy) will be the net ingredient cost plus the dispensing fee paid by ESI to such Participating Pharmacy (plus applicable sales or excise tax or other governmental surcharge, if any). All such Prescription Drug Claims will be excluded from the pricing guarantees set forth in Exhibit B.

(i) ESI will require each Participating Pharmacy to meet ESI's network participation requirements, including but not limited to licensure, insurance and provider agreement requirements. ESI also provides a standard suite of pharmacy audit services to determine Participating Pharmacies' compliance with their provider agreement billing requirements. ESI will attempt recovery of identified overpayments through offset, demand or other reasonable means; provided that ESI will not be required to institute litigation. Recovered overpayments are credited to Client. Copies of participation requirements and auditing processes are available upon request.

(ii) ESI does not direct or exercise any control over the Participating Pharmacies or the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. ESI shall have no liability to Collective or Client, any Member or any other person or entity for any act or omission of any Participating Pharmacy or its agents or employees.

(b) **Mail Service Pharmacy.** Members may have prescriptions filled through the Mail Service Pharmacy. Subject to applicable law, ESI may communicate with Members regarding benefit design, cost savings, availability and use of the Mail Service Pharmacy, as well as provide supporting services. ESI may suspend Mail

Service Pharmacy services to a Member who is in default of any Copayment amount due ESI. Client will be responsible for any unpaid Member Copayment amounts if payment has not been received from the Member within one hundred twenty (120) days following dispensing. Client will be billed following the one hundred twenty (120) day collection period, with payment due in accordance with the payment terms set forth in Section 8 of this Agreement.

(c) Specialty Products and ASES. Members may have prescriptions filled through ESI Specialty Pharmacy. Subject to applicable law, ESI and ESI Specialty Pharmacy may communicate with Members and physicians to advise Members filling Specialty Products at Participating Pharmacies of the availability of filling prescriptions through ESI Specialty Pharmacy. Specialty Products will be excluded from any price guarantees set forth in the PBM Agreement. In no event will the Mail Service Pharmacy or Participating Pharmacy pricing specified in the PBM Agreement apply to Specialty Products.

(i) ESI will notify Client no more frequently than monthly of new Specialty Products that are introduced to the market on or after the Effective Date of this Agreement with their applicable reimbursement rates ("Notice"). The parties agree as follows:

(A) If Client has expressly excluded a specific therapy class or product on a Set-Up Form, Specialty Products in such excluded classes will automatically be deemed excluded from coverage and will reject as "NDC Not Covered" through Participating Pharmacies, Mail Service Pharmacy and ESI Specialty Pharmacy; otherwise, subject to (B) below, all other Specialty Products will be implemented as Covered Drugs at the rate specified in the applicable Specialty Product list or Notice. If Client desires to cover otherwise excluded Specialty Products, Client must notify ESI in writing that it desires to cover the Specialty Product before ESI will adjudicate as a Covered Drug, and if ESI receives such confirmation of coverage from Client such Specialty Product will be loaded thereafter as a Covered Drug at the applicable reimbursement rate set forth in the Notice.

(B) Client must notify ESI in writing if it wants to exclude the Specialty Product from coverage. The exclusion will be implemented within seven (7) business days after the date of ESI's receipt of such notification. There will not be any retroactive denials for Prescription Drug Claims processed prior to ESI's receipt of the rejection notice and implementation of the exclusion as provided above and Client will be responsible for the payment of such Prescription Drug Claims processed prior to the rejection of coverage.

(ii) For Specialty Products filled through ESI Specialty Pharmacy only, Members may receive the following services from ESI Specialty Pharmacy, depending on the particular therapy class or disease state: ASES; patient intake services; pharmacy dispensing services and/or social services (patient advocacy, hardship reimbursement support, and indigent and patient assistance programs).

(iii) Subject to Client's prior authorization requirements, if applicable, at the rates set forth in Exhibit B, ESI will provide or coordinate ASES for Members through ESI Specialty Pharmacy or through other specialty pharmacies or other independent third party providers of ASES when ASES is required. If ESI or ESI Specialty Pharmacy engages a third party provider of ASES, ESI or ESI Specialty Pharmacy shall contractually obligate such third party provider of ASES to comply with all applicable laws, including, without limitation, all applicable laws relating to professional licensure. ESI does not direct or exercise any control over any third party provider of ASES in administering Specialty Products or otherwise providing ASES.

(iv) Ancillary supplies, equipment, and services provided or coordinated in connection with the dispensing of Specialty Products at Participating Pharmacies (for example, limited distribution products not then available through ESI Specialty Pharmacy or overrides) will be billed to Payor at the cost charged to ESI for such ancillary supplies, equipment, and services provided or coordinated, unless such ancillary supplies, equipment, and services provided or coordinated are included in the ingredient cost of the Specialty Product.

4. Claims Processing.

(a) Claims Processing.

(i) ESI will perform claims processing services for Covered Drugs dispensed by Participating Pharmacies, Mail Service and ESI Specialty Pharmacy.

(ii) In connection with each prescription submitted for processing on-line by a Participating Pharmacy, ESI will perform standard drug utilization review ("DUR") in order to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. ESI's DUR processes are not intended to substitute for the professional judgment of the prescriber, the dispensing pharmacist or any other health care professional providing services to the Member.

(iii) If elected by Client, ESI will process Member Submitted Claims in accordance with the rules in the Set-Up Forms and ESI's standard procedures.

(iv) If authorized by Client on the Set-Up Forms, ESI will process Subrogation Claims in accordance with applicable federal and state laws, in which case Payor will pay such Subrogation Claims in accordance with Article V of the PBM Agreement, Section 8 of this Client Agreement and Exhibit B. If Client does not authorize ESI to process Subrogation Claims, ESI will reject the claim and refer claimants to Client regarding such claims, in accordance with applicable federal and state laws. ESI is not legally responsible to pay Subrogation Claims to the extent Payor is not timely paying ESI with respect to such Subrogation Claims.

(v) Collective, Client or its third party designee (as applicable) will have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.

(b) Prior Authorization. For the fees set forth in the Clinical Addendum described in Exhibit B of the PBM Agreement (if applicable), ESI shall provide prior authorization ("PA") services as specified by Client on the Set-Up Form. PA drugs must meet Client-approved guidelines ("Guidelines") before they are deemed to be Covered Drugs. Unless Client otherwise directs, Client hereby authorizes coverage for an otherwise excluded use in the event of co-morbidities, complications and other factors not otherwise expressly set forth in the Guidelines. In determining whether to authorize coverage of such drug under the PA Program, ESI shall apply only the Guidelines and may rely entirely upon information about the Member and the diagnosis of the Member's condition provided to it from sources deemed reliable to ESI. If prior authorization for a medication is not immediately available, a 72-hour emergency supply may be dispensed when the pharmacist on duty recommends it as clinically appropriate and when the medication is needed without delay. ESI shall not undertake to determine medical necessity, to make diagnoses or substitute ESI's judgment for the professional judgment and responsibility of the prescriber.

(c) Claims for Benefits. ESI will process initial "claims for benefits" for Member Submitted Claims and PA requests consistent with the ERISA claims rules set forth in 29 CFR Part 2560 (or applicable state law if a non-ERISA plan) ("Claims Rules"). ESI may elect to have ESI perform appeals services in connection with denied "claims for benefits" for the fees set forth in Exhibit B, or facilitate such services through Client or a third party of Client's choice. If Client elects to conduct its own appeals or facilitate through a third party of Client's choice, ESI will route Member appeals to Client or other Client designated entity. If Client elects to have ESI perform appeals services, Client agrees that ESI may perform such services through the UM Company. Through its contract with ESI, the UM Company has agreed to be, and will serve as, the named fiduciary for its performance of such appeals. ESI also agrees to accept fiduciary status solely with respect to its performance of any appeal.

(d) UM Company. In the event ESI performs appeals services, or facilitates the performance of appeals services through the UM Company, ESI or the UM Company, as applicable, will be responsible for conducting the appeal on behalf of Client in accordance with the Claims Rules. ESI represents to Client that UM Company has contractually agreed that: (A) UM Company will conduct appeals in accordance with the Claims Rules and Client's plan, (B) Client is a third party beneficiary of UM Company's agreement with ESI (a copy of which is available upon request) and the remedies set forth therein, and (C) UM Company will indemnify Client for third party claims caused by the UM Company's negligence or willful misconduct in providing the appeal services.

(e) External Review Services.

(i) ESI will not conduct any external review services (as defined in the Patient Protection and Affordable Care Act of 2010 and its implementing regulations ("PPACA")); provided, however, Client may elect to have UM Company facilitate the provision of external review services through UM Company contracted IROs (as such term is defined in PPACA), for the fees set forth on Exhibit B below (if applicable). Client must execute a standard ESI "External Appeals Services" Set-Up Form, which may be requested through ESI Account Management, in order to receive such services from UM Company.

(ii) In the event that Client elects to utilize UM Company to facilitate the provision of external review services through UM Company contracted

IROs, UM Company will be responsible for facilitating all such appeals (and the IROs will be responsible for providing all such appeals) in accordance with PPACA and all other applicable federal and state laws, and Client hereby acknowledges and agrees that:

(iii) UM Company (with respect to facilitating the external reviews) and the IROs (with respect to performing the external reviews), and not ESI, will be providing external review services; UM Company is an independent contractor of ESI; the IROs are independent contractors of UM Company and not ESI; and ESI does not in any way control or direct either UM Company or the IROs with respect to facilitation or performance of external review services provided by each respectively.

(iv) ESI represents to Client that UM Company has contractually agreed that: (A) UM Company will facilitate all external review services in accordance with PPACA and all other applicable federal and state laws; (B) UM Company will contractually require its contracted IROs to perform all external reviews in accordance with PPACA and all other applicable federal and state laws; (C) to the extent not prohibited by law, UM Company will indemnify, defend and hold Client harmless from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (including reasonable attorney's fees, costs and expenses), arising out of, resulting from, or related to any act, omission or default by the IROs in their performance of the external reviews; and (D) Client has third party beneficiary rights to enforce the preceding indemnification and hold harmless provision.

5. Formulary Adherence and Clinical Programs. ESI may provide clinical, safety, adherence and other like programs as appropriate. The Clinical Addendum described in Exhibit B-2 sets forth certain available adherence, clinical, safety and/or trend programs that require additional fees hereunder. ESI will not implement any program for which Collective or Client may incur an additional fee without Collective's or Client's prior written approval and election of such program.

6. Rebates. Client acknowledges and agrees that ESI will pay Collective amounts for Rebates in the manner set forth in the PBM Agreement. Collective shall pay amounts for Rebates, if any, to Client, as set forth in the arrangement as between Collective and Client. ESI shall have no liability or responsibility for the payment of amounts for Rebates to Client, and Client and Collective agree to hold ESI harmless with respect to any dispute as between Client and Collective related to payment of amounts for Rebates.

7. Medicare (QRDP) Services. If Client establishes a qualified retiree prescription drug plan ("QRDP") under Medicare for the purpose of applying for subsidy payments as defined under 42 CFR §423.886 it may request ESI to provide the supporting services to such QRDP under the terms and conditions of such services by executing ESI's standard subsidy election form and agreeing to the fees set forth in Exhibit B of the PBM Agreement.

8. Billing and Payments.

(a) Payor shall be responsible to ESI for timely payment of all Fees under one of the payment methods below specified. ESI will bill Payor weekly for all applicable claims reimbursement amounts ("Claims Reimbursements") and other administrative fees ("Administrative Fees") pursuant to the terms specified in the Agreement relating to the program selected by Client (as communicated to ESI by Client or Collective) ("Claims Reimbursements," "Administrative Fees" and any other charge or fee that is the responsibility of Payor as may be described elsewhere in the Agreement or this Client Agreement are hereinafter referred to collectively as "Fees"). ESI may use any excess achieved in any guarantee offered pursuant to this Agreement to make up for, and offset, a shortfall in any other guarantee set forth in the Agreement.

(b) Payor shall pay all Fees within the following time period, depending on the form of payment:

- Payor wire transfer to a bank account designated by ESI within 5 business days of receipt of ESI's bill.
- Payor ACH transfer based on its written authorization, initiated by ESI within 5 business days of receipt of ESI's bill.

(c) Any Fees not paid by Payor on the due date set forth above shall bear interest at the rate of 1.5% per month or, if lower, the highest interest rate permitted by law, and the Payor shall be liable for payment of the interest to ESI. The Payor shall promptly reimburse ESI for all collection costs and expenses incurred by ESI, including but not limited to attorneys' fees, in connection with attempting to recover overdue Fee payments.

(d) In the event Payor is delinquent in payment of Fees for two consecutive billing cycles, or ESI has reasonable grounds (as determined in good faith) for insecurity as to the ability of Client (or Collective, if Collective is designated as Payor), to meet its financial commitments hereunder, ESI shall have the option to require that Payor (if Collective is Payor but does not provide the deposit, then Client) provide ESI with a deposit in an amount equal to the average monthly invoice amount for the previous three (3) months, or if there is less than three (3) months billing history, then such deposit shall be based on the average monthly invoice of the actual billing history. ESI shall retain the deposit until the earlier of: (i) termination of the Client Agreement (following any run-off period), or (ii) six consecutive months of timely payments of all Fees following submission of the deposit, and may apply the deposit to unpaid balances of Fees until return of the deposit. Upon 48 hours written notice to Client and Collective, ESI (and its wholly owned subsidiaries) shall be entitled to immediately suspend performance under this Client Agreement if Payor fails to pay ESI in accordance with the terms of this Client Agreement or fails to promptly provide a deposit required by this Section (or such deposit becomes insufficient to cover delinquent Fees and the responsible party does not promptly replenish such deposit upon notice).

(e) Client shall be responsible for and Payer shall pay ESI in accordance with this Agreement for all claims for Covered Drugs dispensed and services provided to Clients and Members on or before the effective date of termination ("Termination Date"). Claims submitted by Participating Pharmacies or Member Submitted Claims filed with ESI after the Termination Date shall be processed and adjudicated in accordance with a mutually determined run-off plan. Upon termination of this Agreement, ESI agrees to remit to Collective after the Termination Date all outstanding Rebate amounts earned and collected as a result of prescriptions utilized by Members on or before the Termination Date. Rebates will be paid to Collective under the regularly established payment process outlined in Exhibit B of the PBM Agreement. Notwithstanding the preceding, ESI may (i) delay payment of any final Rebates due Collective or other amounts due Client, if any, to allow for final reconciliation of any outstanding amounts owed by Collective or Client to ESI, or (ii) request that Client pay a reasonable deposit in the event ESI is requested to process after the Termination Date claims incurred on or prior to such date. Upon request of Client, ESI shall provide at no cost open refill files and standard claims data for transition to the successor pharmacy vendor in accordance with current industry protocol. Notwithstanding anything in this Agreement to the contrary, ESI shall not be obligated to provide post-transition services following the transition to the successor pharmacy benefit manager and conclusion of the run-off period, including, but not limited to, the provision of continued data reporting, reporting, consultation, or analysis.

(f) In the event the PBM Agreement terminates prior to this Client Agreement, and Collective is selected as Payor hereunder, Client shall become Payor with respect to all Prescription Drug Claims. Notwithstanding anything to the contrary herein, in the event Payor is Collective and Collective defaults on any payment obligation, Client shall be responsible for immediate payment of all such outstanding amounts due.

9. Use of Records; HIPAA and Terms. Subject to applicable law, ESI may communicate with Members regarding benefit design cost savings, availability, use of the Mail Service and ESI Specialty Pharmacies, and related items as necessary to conduct applicable clinical and/or trend programs. ESI or its affiliates may use and disclose both during and after the term of this Agreement the anonymized claims data (de-identified in accordance with HIPAA) including drug and related medical data collected by ESI or provided to ESI by Client or Collective for research; provider profiling; benchmarking, drug trend, and cost and other internal analyses and comparisons; clinical, safety and/or trend programs; ASES; or other business purposes of ESI or its affiliates, in all cases subject to applicable law. The parties agree to comply with the Business Associate Agreement attached hereto as Attachment A-2. Notwithstanding the foregoing, the parties acknowledge that in providing services to Members, ESI Specialty Pharmacy and the Mail Service Pharmacy are acting as separate health care provider covered entities under HIPAA and not as business associates to the Plan covered by the Business Associate Agreement. In providing services, ESI Specialty Pharmacy and the Mail Services Pharmacy shall abide by all HIPAA requirements applicable to covered entities and shall safeguard, use and disclose Member PHI accordingly.

10. Client Audits. Provided that this Client Agreement has been duly executed by Client and Payor is current in the payment of invoices under this Client Agreement, Client may, upon no less than thirty (30) days prior written request, audit ESI's provision of services hereunder, the scope of which shall be to verify regulatory compliance and/or compliance with the financial terms of this Client Agreement, on an annual basis consistent with the Audit Protocol set forth in Exhibit C of the PBM Agreement. Client may use an independent third party auditor ("Auditor"), so long as

such Auditor is not engaged in providing services for Client or otherwise that conflict with the scope or independent nature of the audit (as determined by ESI acting reasonably and in good faith), and provided that Client's Auditor executes a mutually acceptable confidentiality agreement. Any request by Client to permit an Auditor to perform an audit will constitute Client's direction and authorization to ESI to disclose PHI to the Auditor. If Collective has audited the prescription drug program on behalf of its clients, Client may not audit ESI for the same time frame or claims.

11. Compliance with Law; Change in Law.

(a) Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Payor shall be responsible for any governmental or regulatory charges and taxes imposed upon or related to the services provided under the PBM Agreement or this Client Agreement. If there is a new or change in federal, state or local law, court decisions, or regulations or the interpretation thereof, or any government, judicial or legal action that, among other things, materially burdens ESI, requires ESI to increase payments or shorten payment times for Covered Drugs to Participating Pharmacies, or materially changes the scope of services hereunder (a "Change in Law"), then there shall be an appropriate modification of the services, reimbursement rates, Administrative Fees and/or Rebates hereunder. If the parties cannot agree on an adjusted fee, then either party may terminate this Client Agreement upon thirty (30) days prior written notice to the non-terminating party.

(b) Client shall be responsible for disclosing, or shall direct Collective to disclose, to Members any and all information relating to the Prescription Drug Program to the extent required by law. It shall be Client's obligation to communicate the terms of the Prescription Drug Program to Members and to provide Members with any documents required under ERISA (e.g., SPD) or other applicable law. **Client agrees that, except for the limited purpose set forth in Section 4, ESI is not a fiduciary and Client will not name ESI or any of ESI's wholly-owned subsidiaries or affiliates as a fiduciary (as defined under ERISA or state law) of its plan. Client agrees that neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates have any power to make any decisions as to plan policy, interpretations, practices or procedures, but rather provides administrative services within a framework of policies, guidelines, rules, practices and procedures chosen by Client or Collective. Neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates have discretionary authority or control respecting management of Client's plan except as set forth in Section 4 and do not exercise any authority or control respecting the management or disposition of the assets of Client's plan, if any exist.**

12. COMMISSIONS, AS AUTHORIZED BY CLIENT FOR SERVICES RENDERED TO CLIENT BY COLLECTIVE, ESI WILL FACILITATE THE PAYMENT TO COLLECTIVE AS DESCRIBED IN THE PBM AGREEMENT AND ANY ADDITIONAL COMMISSION PAYMENT THAT MAY BE REFERENCED IN THIS CLIENT AGREEMENT.

(a) Client further represents that the commissions represent fair and reasonable compensation for actual services rendered or to be rendered to Client. Commissions shall be paid from ESI's general assets and client agrees that commissions do not constitute "plan assets" of the Client. If the commission amount changes following an amendment of the PBM Agreement, Collective and Client agree that Collective shall notify Client of such change in writing without the need to amend this Client agreement, and that unless client objects to the change, ESI may rely on Collective's confirmation of notice as Client approval. Commissions for any QR-PDP (Part D subsidy) Prescription Drug Claims shall be a PMPM amount. To the extent additional commission information necessary for Client to satisfy its duties under ERISA or other applicable law cannot be obtained by client from Collective, ESI will provide such information to Client upon written request.

(b) ESI will provide Plan Sponsor up to \$4 per member per year implemented as of the Effective Date to reimburse Plan Sponsor for the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar

programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Both Plan Sponsor and ESI (upon agreement from Plan Sponsor) may use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI's standard PMF business practices for all clients. With the exception of clinical program fees, for those expenses directly incurred by Sponsor, Sponsor or Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions shall provide ESI with documentation of such expenses actually incurred in the form of an invoice, an account statement, or other detailed documentation and with Sponsor's written approval, ESI will pay Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions directly for the amounts reimbursable under the PMF. Clinical program fees will be automatically deducted from Plan Sponsor's PMF. Plan Sponsor may opt out of this automatic deduction via formal written notice.

(i) ESI will provide Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions up to \$2 per member per year implemented as of the Effective Date to reimburse Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions for the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Both Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions and ESI (upon agreement from Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions) may use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI's standard PMF business practices for all clients. With the exception of clinical program fees, for those expenses directly incurred by Sponsor, Sponsor or Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions shall provide ESI with documentation of such expenses actually incurred in the form of an invoice, an account statement, or other detailed documentation and with Sponsor's written approval, ESI will pay Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions directly for the amounts reimbursable under the PMF.

(ii) Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions represents and warrants that: (i) it will only request reimbursement under the PMF for its actual expenses incurred in transitioning, administering, and implementing the pharmacy benefit managed by ESI hereunder, and/or the additional clinical or other similar program provided by ESI throughout the Term; (ii) that the applicable service, item or program was actually performed or provided; (iii) the amount of the reimbursement is equal to or less than the reasonable fair market value of the actual expenses incurred by Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions; (iv) it will notify and disclose the amount and the terms of any PMF reimbursements to Members and other third parties to the extent required by applicable laws and regulations. In addition, if the Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions and the Plan are subject to ERISA, Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions represents and warrants that it will only request reimbursement under the PMF for items or services for which Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions, in the absence of the PMF, would be allowed reimbursement from the Plan (i.e., not "settlor functions").

(iii) Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions shall comply with all applicable federal and state requirements, including, but not limited to, all applicable federal and state reporting requirements with respect to any expense, item or service reimbursed under this section.

ESI reserves the right to periodically audit the books and records of Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions on-site, during normal business hours and after giving reasonable advance notice, for the purposes of verifying Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions' compliance with the PMF requirements set forth in this Agreement.

(IV) ESI intends to amortize the PMF over the Initial Term of the Agreement on a straight-line basis. In the event of a termination of this Agreement for any reason other than ESI's uncured material breach prior to the expiration of the Initial Term, Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions pursuant to this Section will not be in lieu of any other rights or remedies ESI may have in connection with the termination of this Agreement, including monetary or other damages. PMF reimbursements shall not be paid prior to the Effective Date of this Agreement and are not payable until this Agreement is executed. Plan Sponsor and Valued Pharmacy Services of the Midwest, LLC dba Rx Solutions will have no right to interest on, or the time value of, any PMF, and unused funds shall be retained by ESI.

(c) The pricing offered to the Client as a member of the Collective in the PBM Agreement is contingent on the receipt of commissions pursuant to the first page of this Client Agreement (if applicable), Section 12(a) of the Client Agreement and Section 7, 8, or 9 (as applicable) of the applicable pricing Option in Exhibit B-1 of the PBM Agreement. Should Client request that ESI stop paying commissions pursuant to Section 7, 8, or 9 of the applicable pricing Option in Exhibit B-1 of the PBM Agreement, ESI and Client will agree to terminate the Client Agreement and the Client must enter a new contract with ESI, that includes standard pricing for such Client based on the purchasing power of Client as an individual purchaser with Client's unique drug spend, for at least the duration of the Client's old Client Agreement. If Client or Consultant directs ESI not to facilitate the commissions and ESI and Client enter into a new direct agreement prior to the end of the Initial Term, to the extent Client has obligated itself to compensate Consultant for services provided by Consultant to Client, Client will compensate Consultant directly according to terms agreed to between Consultant and Client.

Commissions, PMF and Rebates are not payable until this Client Agreement is executed.

13. Disclosure of Certain Financial Matters. In addition to the Administrative Fees paid to ESI by Client, ESI and ESI's wholly-owned subsidiaries or affiliates derive revenue in one or more of the ways described in the ESI Financial Disclosure to PBM Clients set forth in Attachment 1 hereto ("Financial Disclosure"), as updated by ESI from time to time. Unlike the Administrative Fees, the revenues described in the Financial Disclosure are not direct or indirect compensation to ESI from Client for services rendered to Client or the Plan under this Client Agreement. In negotiating any of the fees and revenues described in the Financial Disclosure or in this Agreement, ESI and ESI's wholly-owned subsidiaries and affiliates act on their own behalf, and not for the benefit of or as agents for Collective, Client, Members or the Plan. ESI and ESI's wholly-owned subsidiaries and affiliates retain all proprietary rights and beneficial interest in such fees and revenues described in the Financial Disclosure and, accordingly, Client acknowledges that neither it, nor the Collective, nor any Member, nor the Plan, has a right to receive, or possesses any beneficial interest in, any such fees or revenues.

14. Term; Termination. The initial term of this Client Agreement shall commence on the Effective Date and shall continue for the duration of the initial term as specified on the first page of this Client Agreement (the "Initial Term"). Thereafter, this Client Agreement shall automatically renew for successive 12 month renewal terms unless either ESI or Client gives notice to the other of its intention not to renew this Client Agreement at least ninety (90) days prior to the end of the then current term of this Client Agreement, with such termination of this Client Agreement upon notice effective the last day of such then current term. Notwithstanding the foregoing, a party hereto may terminate this Client Agreement at any time in the event the other party materially breaches this Client

Agreement and the breaching party does not reasonably cure such breach within thirty days following receipt of written notice from the non-breaching party sufficiently describing and evidencing the actual breach and the non-breaching party's intention to terminate as a result thereof. A party's right to terminate this Client Agreement shall not be exclusive of any other remedy available to the terminating party under this Client Agreement or otherwise. ESI shall have the right to immediately terminate PBM Services to Client (or, if applicable, Members) located in a state requiring a pharmacy benefit manager to be a fiduciary to Collective, Client, a Member or other third party relating to this Agreement.

15. Force Majeure. Neither party shall lose any rights under this Agreement or be liable in any manner for any delay to perform its obligations under this Client Agreement that are beyond a party's reasonable control, including, without limitation, any delay or failure due to labor disputes, riots, earthquakes, storms, floods or other extreme weather conditions, fires, explosions, acts of terrorism, epidemics, embargoes, war or other outbreak of hostilities, government acts or regulations, the failure or inability of carriers, suppliers, delivery services, or telecommunications providers to provide services necessary to enable a party to perform its obligations hereunder, or any other reason where failure to perform is beyond the party's reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party; *provided, however*, that this clause may not be invoked to excuse a party's payment obligations hereunder.

16. Notice. Any notice or document required or permitted to be delivered pursuant to this Client Agreement must be in writing and shall be deemed to be effective upon mailing and must be either (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or (b) sent by recognized overnight delivery service with tracing capability, in either case properly addressed to the other party at the address set forth below, or at such other address as such party shall specify from time to time by written notice delivered in accordance herewith:

Express Scripts, Inc.	Client
Attn: President	Attn: President & CEO
One Express Way	With a copy to General Counsel
St. Louis, MO 63121	
With copy to Legal Department	
Fax No. (800) 417-8163	

17. Assignment and Subcontracting. Client may assign this Agreement upon first obtaining ESI's written consent, which consent will not be unreasonably withheld following a standard credit review of the proposed assignee. Client acknowledges and agrees that ESI may perform certain services hereunder (e.g., mail service pharmacy and specialty pharmacy services) through one or more ESI subsidiaries, affiliates or designees. ESI is responsible and liable for the performance of its subsidiaries and affiliates in the course of their performance of any such service. To the extent that ESI subcontracts any PBM Service under this Agreement to a third party, ESI is responsible and liable for the performance of any such third party. In addition, ESI may contract with third party vendors to provide information technology support services and other ancillary services, which services are not PBM Services hereunder, but rather are services that support ESI's conduct of its business operations. This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the parties hereto.

18. Proprietary Information. Information of the other party, including, but not limited to, the following, shall constitute confidential and proprietary information ("Proprietary Information") unless otherwise public: (a) with respect to ESI: ESI's reporting and other web-based applications, eligibility and adjudication systems, system formats and databanks (collectively, "ESI's Systems"), clinical or formulary management operations or programs, fraud, waste and abuse tools and programs, anonymized claims data (de-identified in accordance with HIPAA); ESI Specialty Pharmacy and Mail Service Pharmacy data; information concerning Rebates, prescription drug evaluation criteria, drug pricing information, and Participating Pharmacy agreements; and (b) with respect to Client: Participating Pharmacy, Client, and Member identifiable health information and data, Eligibility Files, Set-Up Form information, business operations and strategies, are confidential and proprietary. Neither party shall use a party's Proprietary Information, or disclose it or this Client Agreement to any third party, at any time during or after termination of this Client Agreement, except as specifically contemplated by this Client Agreement, upon prior written consent or as otherwise required by law. Upon termination of this Client Agreement, each party shall cease using the other's Proprietary Information, and all such information shall be returned or destroyed at the owner's direction.

19. Indemnification. Each party agrees to indemnify and hold the other party, and its officers, directors, and employees, harmless from and against any and all third party claims, actions, demands, liabilities, losses, damages, judgments, costs or expenses (including reasonable attorneys' fees) incurred by the indemnified party and arising from any negligent act, negligent omission, or breach of this Agreement by the indemnifying party. Indemnification is conditioned upon the indemnified party notifying the indemnifying party in writing promptly upon learning of any claim for which indemnification may be sought hereunder, and tendering of the defense of such claim to the indemnifying party. Unless the indemnifying party obtains the prior written consent of the indemnified party, the indemnifying party shall not enter into any writing, including without limitation, a consent judgment or settlement document, that admits the liability or wrongdoing of the indemnified party. Neither party will be obligated to indemnify the other party with respect to any claim settled without the mutual written consent of both parties hereto, which consent will not be unreasonably withheld.

20. Independent Parties. No provision of this Client Agreement is intended to create or shall be construed to create any relationship between ESI and Client other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Client Agreement. Neither party, nor any of their respective representatives, shall be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither party shall have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Client Agreement or as otherwise authorized in writing by the party about which such representation is asserted.

21. Taxes and Assessments. Any applicable sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee imposed on items dispensed, or services provided hereunder, or the fees or revenues generated by the items dispensed or services provided hereunder, or any other amounts ESI or one or more of its subsidiaries or affiliates may incur or be required to pay arising from or relating to ESI's or its subsidiaries' or affiliates' performance of services as a pharmacy benefit manager, third-party administrator, or otherwise in any jurisdiction, will be the sole responsibility of Payor or the Member. If ESI is legally obligated to collect and remit, or to incur or pay, any such sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee in a particular jurisdiction, such amount will be reflected on the applicable invoice or subsequently invoiced at such time as ESI becomes aware of such obligation or as such obligation becomes due. ESI reserves the right to charge a reasonable administrative fee for collection and remittance services provided on behalf of Client.

22. Miscellaneous. Any amendment of this Client Agreement shall be by written agreement signed by authorized representatives of the parties. The parties agree to negotiate in good faith a mutually acceptable amendment to this Client Agreement and, if the parties cannot agree on such an amendment, then either party may terminate this Client Agreement upon sixty (60) days prior written notice to the other party. This Client Agreement shall be governed by and construed in accordance with the internal laws of the State of Louisiana. This Client Agreement supersedes any agreements between the parties hereto. **Sections 2, 7 (last sentence), 8, 9, 11, 15, 17, 16, 18, 19, 20 and 22 of this Client Agreement shall survive termination for any reason.**

THE UNDERSIGNED AGREE THAT THIS CLIENT AGREEMENT ACCURATELY DESCRIBES THE PRESCRIPTION DRUG PROGRAM TO BE PROVIDED TO CLIENT. CLIENT FURTHER EXPRESSLY AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS CLIENT AGREEMENT AND THE PBM AGREEMENT. CLIENT SHALL RECEIVE A COPY OF THE PBM AGREEMENT BETWEEN COLLECTIVE AND ESI UPON REQUEST.

1/8/2024

NAME OF CLIENT (PRINT): City of Jackson, Missouri Date: _____

By: Dwain Hahs Name: Dwain Hahs Title: Mavor
SIGNATURE (PRINTED NAME)

By: _____ Name: _____ Title: _____
SIGNATURE (PRINTED NAME)

DocuSigned by:
EXPRESS SCRIPTS, INC.

By: Nicole M Fuller Name: Nicole M Fuller Title: Managing Director
SIGNATURE (PRINTED NAME)

IMPLEMENTATION OF THE PRESCRIPTION DRUG PROGRAM DETAILED HEREIN INCLUDING PAYMENT OF REBATES TO COLLECTIVE AND/OR COMMISSIONS, IF ANY, SHALL NOT BE INITIATED UNTIL THIS CLIENT AGREEMENT IS EXECUTED BY CLIENT AND ESI.

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: March 13, 2025

RE: Biosolids Disposal Program Contract Renewal

Attached is a draft letter which, if approved by the Board, will allow the Mayor to sign a one-year extension to the existing 2024 Biosolids Disposal Program contract with Metro-Ag Waste Injection Systems. This company currently hauls away the biosolids remaining after the wastewater treatment process (commonly known as “sludge”) from our Wastewater Treatment Plant. This is not the first biosolids contract we have had with this company, and they have performed well.

The contract documents allow for a single one-year extension, with the option to increase the fee up to 5%. Metro-Ag is requesting to increase the fee on only the summer disposal and maintain the same fee for the spring and fall.

The spring and fall disposals would remain at the rate of \$0.072 / gallon

The summer disposal would increase 5% to \$0.076 / gallon

At the current wastewater flow rate, three disposals per year is adequate to remove the biosolids for the year.

If you have questions, please contact me at jsanders@jacksonmo.org or 573-243-2300 x 2031.



City of Jackson

March 17, 2025

Mr. Brian Kramer
Metro-Ag Waste Injections Systems, Inc.
550 N. Second St. Suite 202
PO Box 231
Breese, IL 62230

**Subject: Contract Extension
2024 Biosolids Disposal Program**

Per Contract Section V, Project Specifications, Item 5, the City of Jackson hereby renews your contract to end on April 4, 2026.

Per your request on March 12, 2025, Metro-Ag Waste Injection Systems, Inc. wishes to exercise their option to extend the contract an additional year to end on March 1, 2026, and to maintain the contract price of \$0.072 cents per gallon for spring and fall biosolids disposal and increase the price of summer biosolids disposal by the amount of \$0.004 or 5% to \$0.076 per gallon. The City hereby agrees to this increase during the coming contract period.

If you have questions or comments, please contact Public Works Director Janet Sanders at 573-243-2300 x 2031 or jsanders@jacksonmo.org.

Mayor Dwain Hahs

Date



METRO-AG INC.

Biosolids Management

March 13, 2025

Ms. Janet Sanders
Director of Public Works
City of Jackson
101 Court Street
Jackson, MO 63755

Re: One Year Contract Renewal

Ms. Sanders,

We would like to renew our Contract with the City of Jackson, MO for the removal of biosolids and land application. This Contract would expire April 4th, 2026 and we will maintain the following rate of .072/gallon for the Fall 2025 and Spring 2026 visits. For a Summer 2025 visit, the rate would be .076/gallon for that visit only.

We have enjoyed working with the City of Jackson and hope to continue our services. Please feel free to reach out with any questions.

Sincerely,

Brian L. Kramer, CEO
Metro-Ag, Inc.
Since 1982

550 N. Second Street

Breese, IL 62230

618.526.2341

Fax: 618.526.2351

www.metroag.com

SMW



MEMO

To: Mayor Hahs and the Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Friday, March 14, 2025
Re: Title Transfer

The Parks and Recreation department is in the process of purchasing a used service truck from Cape Auto Sales, LLC of Cape Girardeau. As part of the purchase process, Cape Auto Sales has agreed to receive a current City of Jackson truck as a trade-in toward the purchase of the used service truck. In order to complete the trade-in, the title for the current City vehicle needs to be signed over to Cape Auto Sales. I am requesting the Board approve the motion to authorize the Mayor to sign the title paperwork to transfer ownership from the City to Cape Auto Sales.



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Keith McFarlane, IT Director

DATE: March 14, 2025

RE: Financial & Utility Billing Migration Proposal

The City received the following proposal from BS&A Software for the Financial & Utility Billing Migration. After review of the proposal, Staff found this the best fit for the City's needs. Staff recommends the Board to accept the proposal from BS&A Software.

If you have questions, please contact me at kmcfarlane@jacksonmo.org or at 573-243-3568 x 2017.

Proposal for:
City of Jackson, Cape Girardeau County MO
March 05, 2025
Quoted by: Steve Rennell

Software and Services for BS&A Cloud



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Cloud Modules - Annual Fee

Financial Management		
FA-Fixed Assets		\$3,765.00
AP-Account Payable		\$4,150.00
GL-General Ledger		\$5,065.00
PO-Purchase Order		\$4,055.00
CR-Cash Receipting		\$4,630.00
AR-Account Receivables		\$3,860.00
	Total	\$25,525.00
Community Development		
BL-Business License		\$3,955.00
	Total	\$3,955.00
BS&A Online		
BSAO-Public Record Search		\$1,795.00
	Total	\$1,795.00
Utility Billing		
UB-Utility Billing (Water, Sewer, Electric)		\$12,600.00
	Total	\$12,600.00
Auxiliary		
Cemetery Management .NET (Cloud module to be implemented once available)		\$1,240.00
	Total	\$1,240.00
	Subtotal	\$45,115.00

Data Conversions/Database Setup

CR-Manual-Database Setup Setup of Receipt Items/Tender Type	\$1,800.00
AR-Manual-Database Setup Setup of Billing Items, Penalties	\$1,800.00
UB-Conversion-gWorks Accounts, Services, Deposits, Rates, Meters; Billing & Payment History, Service for up to 5 years	\$19,600.00
<i>Courtesy Discount for Utility Billing Conversion</i>	-\$3,000
FA-Conversion-gWorks 5 years	\$4,520.00
AP-Conversion-gWorks Vendors, Invoices and check history for up to 5 years	\$4,610.00
GL-Conversion-gWorks COA, Balances, Budget, Journal Transaction history for up to 5 years	\$5,370.00
BL-Conversion- Setup of License Types, Fee Schedules, conversion of Businesses and License History for up to 5 years	\$7,790.00
CM-Conversion-gWorks Conversion of plots	\$3,000.00
<i>Courtesy Discount for Cemetery Management Conversion</i>	-\$3,000
Total	\$39,490.00

Data Conversions/Database Setup

No Conversion or Database Setup for:
PO-Purchase Order

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

Total **\$28,300.00**

Implementation and Training

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Setup Days

ITS Setup - FM, UB, CM	Setup Days: 3	\$3,600.00
ITS Setup - CD	Setup Days: 2	\$2,400.00
Total Setup Days: 5		Subtotal: \$6,000.00

Training Days

ITS Training - FM	Training Days: 13	\$15,600.00
ITS Training - CD	Training Days: 4	\$4,800.00
ITS Training - UB	Training Days: 27	\$32,400.00
ITS Training - AUX	Training Days: 2	\$2,400.00
Total Training Days: 46		Subtotal: \$55,200.00

Total Days: 51 **Total: \$61,200.00**

Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A modules
- Assist customers with more detailed and advanced report options available within the BS&A modules
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,200/day
- Days quoted are estimates; you are billed for actual days used

Post-Go Live for all modules for which training was performed	Training Days: 4	\$4,800.00
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UB Contingency

Billing for electric usage can present unique challenges, as the methods to calculate and apply these charges to customers can vary greatly between different providers. It may be necessary for custom development work to be done, in order to accommodate the necessary calculations. In this situation, BS&A recommends a Contingency budget to allow for the possibility of these types of customizations, to allow them to be addressed, without the need for additional approval.

Recommended Contingency \$15,000.00

Cost Totals

Cloud New Purchase – Annual Fee	Subtotal	\$45,115.00
Data Conversion/Database Setup	Subtotal	\$39,490.00
Project Management and Implementation Planning	Subtotal	\$28,300.00
Implementation and Training	Subtotal	\$61,200.00
Post-Go Live Assistance	Subtotal	\$4,800.00
Contingency	Subtotal	\$15,000.00

Total Proposed \$193,905.00

Travel Expenses Estimated \$38,515.00

Estimated Travel Expenses are outlined in this proposal. The final invoice will reflect actual expenses following the completion of all training activities based on the Federal Guidelines described below.

- \$160/\$185/\$225 per day hotel, varies by state
- \$90 per day car rental
- \$70 per day meals
- \$730 per trip airfare/related expenses
- \$0.70/mile round trip for drive distance

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Keith McFarlane, IT Director

DATE: March 14, 2025

RE: Financial & Utility Billing Migration Contract

BS&A Software is the preferred vendor after review of the City's recent RFP for the Financial & Utility Billing Migration. The following contract is the standard contract for BS&A Software. City Attorney Curt Poore and City staff have reviewed the contract. Staff recommends approval of the contract with BS&A Software.

If you have questions, please contact me at kmcfarlane@jacksonmo.org or at 573-243-3568 x 2017.

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *BS&A SOFTWARE, OF BATH, MICHIGAN*, RELATIVE TO *THE FINANCIAL & UTILITY BILLING MIGRATION*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **BS&A Software, of Bath, Michigan**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 17, 2025.

SECOND READING: March 17, 2025.

PASSED AND APPROVED this 17th day of March, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

**BS&A
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

Customer Name: City of Jackson, Cape Girardeau County MO	Sponsor Contact: []
Billing Address: []	Sponsor Phone: []
Accounts Payable Email: []	Sponsor Email: []

Platform and Fee Information

Effective Date: []	
Platform Description: Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
“Usage Limitations”:	
<input type="checkbox"/> <i>Number of Authorized Users:</i> [INSERT # OF SEATS]	
<input type="checkbox"/> <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
“Initial Subscription Period”: [One (1) year]	Subscription Fees: \$45,115, payable [annually].
Professional Services (if any): \$187,305	Service Fees (if any): [INSERT DOLLAR AMOUNT OR REFER]
Other Customer Terms: [INSERT OTHER CUSTOMER TERMS SUCH AS, FOR EXAMPLE, AUTHORIZING A JOINT CASE STUDY, ETC.), IF ANY]	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); and (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”).

BS&A SOFTWARE, LLC

CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MO

Name: _____
Title: _____

Name: _____
Title: _____

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 **“Authorized User”** means Customer’s employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 **“BS&A IP”** means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A’s provision of the Platform but does not include Customer Data.

1.3 **“Business Contact Data”** means Personal Information that relates to BS&A’s relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 **“Customer Data”** means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 **“Documentation”** means Company’s end user documentation relating to the Platform, including any user guides.

1.6 **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 **“Order”** means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A’s online ordering process, the results of such online ordering process.

1.8 **“Personal Information”** means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 **“Platform”** has the meaning set forth on the Order.

1.10 **“Professional Services”** means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 **“Subscription Period”** means the time period identified on the Order during which Customer’s Authorized Users may access and use the Platform.

1.12 **“Third-Party Products”** means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 **“Usage Data”** means usage data collected and processed by BS&A in connection with Customer’s use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 **“Usage Limitations”** means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with [Section 15.9](#)), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with [Section 15.9](#)), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with [Section 7.1](#) (any such suspension described in subclauses (i), (ii), or (iii), a "Service Suspension"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.'

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 Fees. The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees (“Fees”) identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days’ notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A’s sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer will pay the invoiced amount within thirty (30) calendar days of the invoice date. If Customer fails to make any payment when due, and Customer has not notified BS&A in writing within ten (10) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting BS&A’s other rights and remedies, and to the fullest extent permissible under applicable law: (i) BS&A may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse BS&A for all reasonable costs incurred by BS&A in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, BS&A may suspend Customer’s and its Authorized Users’ access to all or any part of the Platform until such amounts are paid in full.

7.2 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A’s income.

8. Confidential Information.

8.1 Definition. From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as “confidential” or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, “**Confidential Information**”). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party’s Confidential Information.

8.2 Duty. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (“**Representatives**”). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 Return of Materials; Effects of Termination/Expiration. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. Data Security and Processing of Personal Information.

9.1 Customer Data. Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual

property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify, hold harmless, and, at BS&A's option, defend BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT BS&A'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "**Initial Subscription Period**"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached

this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Missouri. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Missouri in each case located in Cape Girardeau County, Missouri and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific

performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B
PRICING SHEET
(Based on quote 790, dated 5/5/2025)

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Cloud Modules - Annual Fee

Financial Management		
FA-Fixed Assets		\$3,765.00
AP-Account Payable		\$4,150.00
GL-General Ledger		\$5,065.00
PO-Purchase Order		\$4,055.00
CR-Cash Receipting		\$4,630.00
AR-Account Receivables		\$3,860.00
	Total	\$25,525.00
Community Development		
BL-Business License		\$3,955.00
	Total	\$3,955.00
BS&A Online		
BSAO-Public Record Search		\$1,795.00
	Total	\$1,795.00
Utility Billing		
UB-Utility Billing (Water, Sewer, Electric)		\$12,600.00
	Total	\$12,600.00
Auxiliary		
Cemetery Management .NET (Cloud module to be implemented once available)		\$1,240.00
	Total	\$1,240.00
	Subtotal	\$45,115.00

Data Conversions/Database Setup	
CR-Manual-Database Setup Setup of Receipt Items/Tender Type	\$1,800.00
AR-Manual-Database Setup Setup of Billing Items, Penalties	\$1,800.00
UB-Conversion-gWorks Accounts, Services, Deposits, Rates, Meters; Billing & Payment History, Service for up to 5 years	\$19,600.00
<i>Courtesy Discount for Utility Billing Conversion</i>	-\$3,000
FA-Conversion-gWorks 5 years	\$4,520.00
AP-Conversion-gWorks Vendors, Invoices and check history for up to 5 years	\$4,610.00
GL-Conversion-gWorks COA, Balances, Budget, Journal Transaction history for up to 5 years	\$5,370.00
BL-Conversion- Setup of License Types, Fee Schedules, conversion of Businesses and License History for up to 5 years	\$7,790.00
CM-Conversion-gWorks Conversion of plots	\$3,000.00
<i>Courtesy Discount for Cemetery Management Conversion</i>	-\$3,000
Total	\$39,490.00

Data Conversions/Database Setup	
No Conversion or Database Setup for: PO-Purchase Order	

Project Management and Implementation Planning	
Services include:	
<ul style="list-style-type: none"> - Analyzing customer processes to ensure all critical components are addressed. - Creating and managing the project schedule in accordance with the customer's existing processes and needs. - Planning and scheduling training around any planned process changes included in the project plan. - Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered. - Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period. - Installing the software and providing IT consultation for network, server, and workstation configuration and requirements. - Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable). 	
Total	\$28,300.00

Implementation and Training

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Setup Days

ITS Setup - FM, UB, CM	Setup Days: 3	\$3,600.00
ITS Setup - CD	Setup Days: 2	\$2,400.00
Total Setup Days: 5		Subtotal: \$6,000.00

Training Days

ITS Training - FM	Training Days: 13	\$15,600.00
ITS Training - CD	Training Days: 4	\$4,800.00
ITS Training - UB	Training Days: 27	\$32,400.00
ITS Training - AUX	Training Days: 2	\$2,400.00
Total Training Days: 46		Subtotal: \$55,200.00
Total Days: 51		Total: \$61,200.00

Post-Go Live Assistance

- Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A modules
- Assist customers with more detailed and advanced report options available within the BS&A modules
- Revisit commonly-used procedures discussed during training
- As needs arise, provide assistance with bank reconciliations
- \$1,200/day
- Days quoted are estimates; you are billed for actual days used

Post-Go Live for all modules for which training was performed	Training Days: 4	\$4,800.00
---	------------------	-------------------

UB Contingency

Billing for electric usage can present unique challenges, as the methods to calculate and apply these charges to customers can vary greatly between different providers. It may be necessary for custom development work to be done, in order to accommodate the necessary calculations. In this situation, BS&A recommends a Contingency budget to allow for the possibility of these types of customizations, to allow them to be addressed, without the need for additional approval.

Recommended Contingency \$15,000.00

Cost Totals

Cloud New Purchase – Annual Fee	Subtotal	\$45,115.00
Data Conversion/Database Setup	Subtotal	\$39,490.00
Project Management and Implementation Planning	Subtotal	\$28,300.00
Implementation and Training	Subtotal	\$61,200.00
Post-Go Live Assistance	Subtotal	\$4,800.00
Contingency	Subtotal	\$15,000.00

Total Proposed **\$193,905.00**

Travel Expenses Estimated \$38,515.00

Estimated Travel Expenses are outlined in this proposal. The final invoice will reflect actual expenses following the completion of all training activities based on the Federal Guidelines described below.

-
- \$160/\$185/\$225 per day hotel, varies by state
 - \$90 per day car rental
 - \$70 per day meals
 - \$730 per trip airfare/related expenses
 - \$0.70/mile round trip for drive distance

BS&A Online

Connection Requirements

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY LIMITS OF THE CITY OF JACKSON, MISSOURI, AND AMENDING THE “OFFICIAL ZONING DISTRICT MAP” OF THE CITY OF JACKSON, MISSOURI; ALL IN ACCORANDANCE WITH THE AUTHORITY GRANTED TO THE BOARD OF ALDERMEN UNDER THE PROVISIONS OF SECTION 58-12 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, on the 21st day of January, 2025, a verified petition signed by all owners of the real estate hereinafter described, was submitted by MHRR, LLC, requesting voluntary annexation with zoning of said territory being described as 1.08 acres of property located on Fraser Ridge in Terrace Above The Greens Subdivision as set out in Exhibit A, attached hereto and made a part hereof, was filed with the City Clerk and the Board of Aldermen; and,

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the City of Jackson, Missouri provided written notice, on January 24, 2025, to all property owners within one hundred and eighty-five (185) feet of the proposed voluntary annexation with zoning of the date, time and location for the public hearing; and

WHEREAS, notice of the public hearing was given by publication of notice, on the 3rd day of February, 2025, in the Cash Book Journal, a weekly newspaper of general circulation in the County of Cape Girardeau, State of Missouri; and,

WHEREAS, a public hearing concerning said matter was held at the City Hall in the City of Jackson, Missouri, at 6:00 p.m. on the 18th day of February, 2025; and,

WHEREAS, at said public hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed voluntary annexation with zoning; and,

WHEREAS, no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Jackson, Missouri, within 14 days after the date of the public hearing; and,

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, does find and determine that said voluntary annexation with zoning is reasonable and necessary to the proper development of the City and is in the best interest of the citizens of the City of Jackson, Missouri; and

WHEREAS, the City of Jackson, Missouri, is able to furnish normal municipal services to said area within a reasonable time after annexation.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. Pursuant to the provisions of Section 58-12 of the Code of Ordinances of the City of Jackson, Missouri, the following described real estate is hereby annexed into the City of Jackson, Missouri:

A PART OF UNITED STATES PRIVATE SURVEY NO. 318, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND STONE ON THE WEST LINE OF U.S.P.S. 318, THENCE SOUTH 56°19'07" EAST, 914.47 FEET +/- TO A POINT OF BEGINNING; THENCE SOUTH 56°19'07" EAST, 255.54 FEET +/-; THENCE SOUTH 76°07'16" EAST, 176.03 FEET; THENCE SOUTH 74°19'50" EAST, 134.72 FEET TO THE EXISTING CITY LIMITS; THENCE WITH THE EXISTING CITY LIMITS NORTH 90°00'00" WEST, 540.50 FEET +/-; THENCE NORTH 07°03'04" EAST, 222.00 FEET +/- TO THE POINT OF BEGINNING AND CONTAINING 1.08 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD.

Section 2. The boundaries of the City of Jackson, Missouri, are hereby altered so as to encompass the above-described tract of land lying adjacent and contiguous to the present corporate limits of said City of Jackson, Missouri.

Section 3. That the Zoning Ordinance and the accompanying “Official Zoning District Map” of the City of Jackson, Missouri, are hereby amended insofar as they relate to the property described on Exhibit A that said property is hereby zoned R-2 (Single Family Residential) District.

Section 4. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to amend the “Official Zoning District Map” of the City of Jackson, Missouri, and to certify same and to keep said map on file in the office of the City Clerk and an updated copy shall be placed at City Hall, City of Jackson, Missouri.

Section 5. The City Clerk of the City of Jackson, Missouri, is hereby ordered to cause three certified copies of this ordinance to be filed with the County Clerk of Cape Girardeau County, Missouri.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 7. That this ordinance shall be in full force and effect from and after its passage and approval.

FIRST READING: March 17, 2025.

SECOND READING: March 17, 2025.

PASSED AND APPROVED this 17th day of March, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



CITY OF JACKSON, MISSOURI
VOLUNTARY ANNEXATION WITH
ZONING APPLICATION

EXHIBIT
A
Item 21.

DATE OF APPLICATION: 1/4/2025

PROPERTY LOCATION (address):

Other description of location if not addressed:
Proposed section of subdivision "Terrace Above the Green"
Drawn by Keebler engineering that sat in city limits

PROPERTY OWNERS (all legal property owners listed on deed)

Names & Mailing Addresses: Marshall Trawick III, 238 Heritage Farms Ln Jackson MO 63755

CONTACT PERSON HANDLING APPLICATION

Contact's Name: Marshall Trawick
Contact's Mailing Address: 238 Heritage Farms Ln Jackson MO 63755
Contact's Phone: 573-208-0556 Email: mberllc@gmail.com

CURRENT USE OF PROPERTY:

PROPOSED ZONING: (circle)

- R-1 (Single-Family Residential)
R-2 (Single-Family Residential)
R-3 (One- And Two-Family Residential)
R-4 (General Residential)
MH-1 (Mobile Home Park)
O-1 (Professional Office)
CO-1 (Enhanced Commercial Overlay)
C-1 (Local Commercial)
C-2 (General Commercial)
C-3 (Central Business)
C-4 (Planned Commercial)
I-1 (Light Industrial)
I-2 (Heavy Industrial)
I-3 (Planned Industrial Park)

IS A SPECIAL USE PERMIT APPLICATION TO BE FILED? YES [] NO [x]

LEGAL DESCRIPTION OF TRACT: (attach legal description if metes & bounds description)
Please see attached

Attach to this page a scaled plat of the tract(s) showing the following information:

- a. All boundary dimensions.
b. All adjoining streets, alleys and easements.
c. All present improvements.
d. All proposed improvements.
e. All adjoining property lines and references to all owners listed in Section C.
f. Zoning classification of all adjoining properties.

PETITION

TO: THE CITY OF JACKSON, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned, state that we are the fee and simple owners of the property described in Book _____ at Page _____, and we do hereby request and petition the City of Jackson, Missouri to annex the land described in the above referenced book and page so that the same is contained within the corporate limits of said City.

We, the undersigned, do further state and declare that no person, firm, or corporation other than the undersigned own any fee simple interest in the land described in the above referenced book and page.

We, the undersigned, do further state and declare that this request and petition is voluntarily made and is submitted under the provisions of Section 71.012 RSMo. 1986, as amended (Voluntary Annexation).

[Signature]

STATE OF MISSOURI)
COUNTY OF Cape Girardeau)ss.

On this 7th day of January, 2025, before me personally appeared Marshall Travick III, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

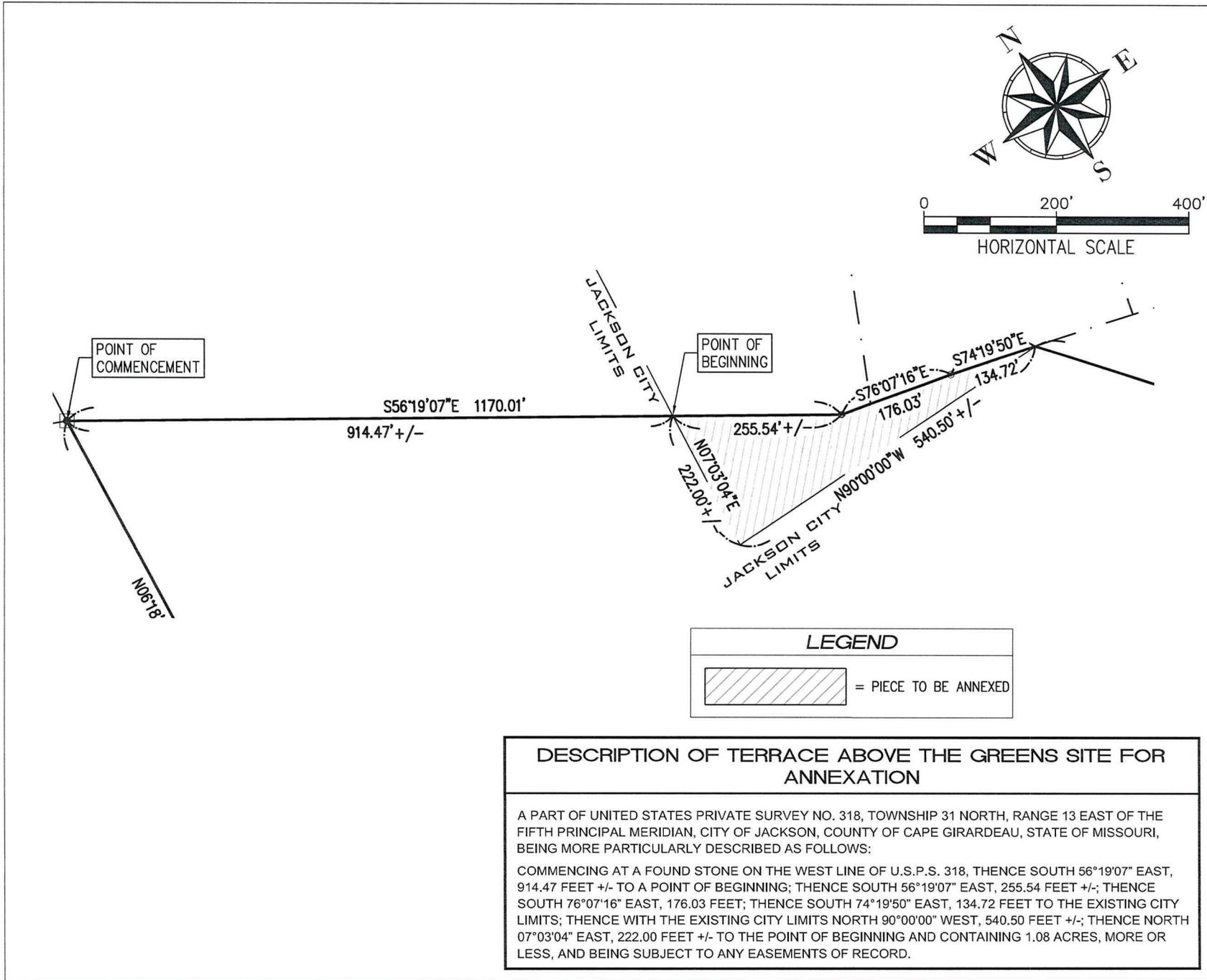
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

Angela Birk
_____, Notary Public

State Of Missouri
County of Cape Girardeau
My term expires: January 28, 2028



STATE OF MISSOURI)
COUNTY OF _____)ss.



ME KOEHLER
 ENGINEERING AND LAND SURVEYING, INC.
Civil Engineering and Surveying Services
 194 Cozier Lane - Cape Girardeau, MO 63701
 Phone: 573.335.3026 - Fax: 573.335.3049
 www.koehlerengineering.com

ANNEXATION PLAT FOR
 TERRACE ABOVE THE GREENS
 LITZ BLVD.
 JACKSON, MO 63755

DATE: 01/13/2025
 DRAWING
1
 OF
1

DESCRIPTION OF TERRACE ABOVE THE GREENS SITE FOR ANNEXATION

A PART OF UNITED STATES PRIVATE SURVEY NO. 318, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

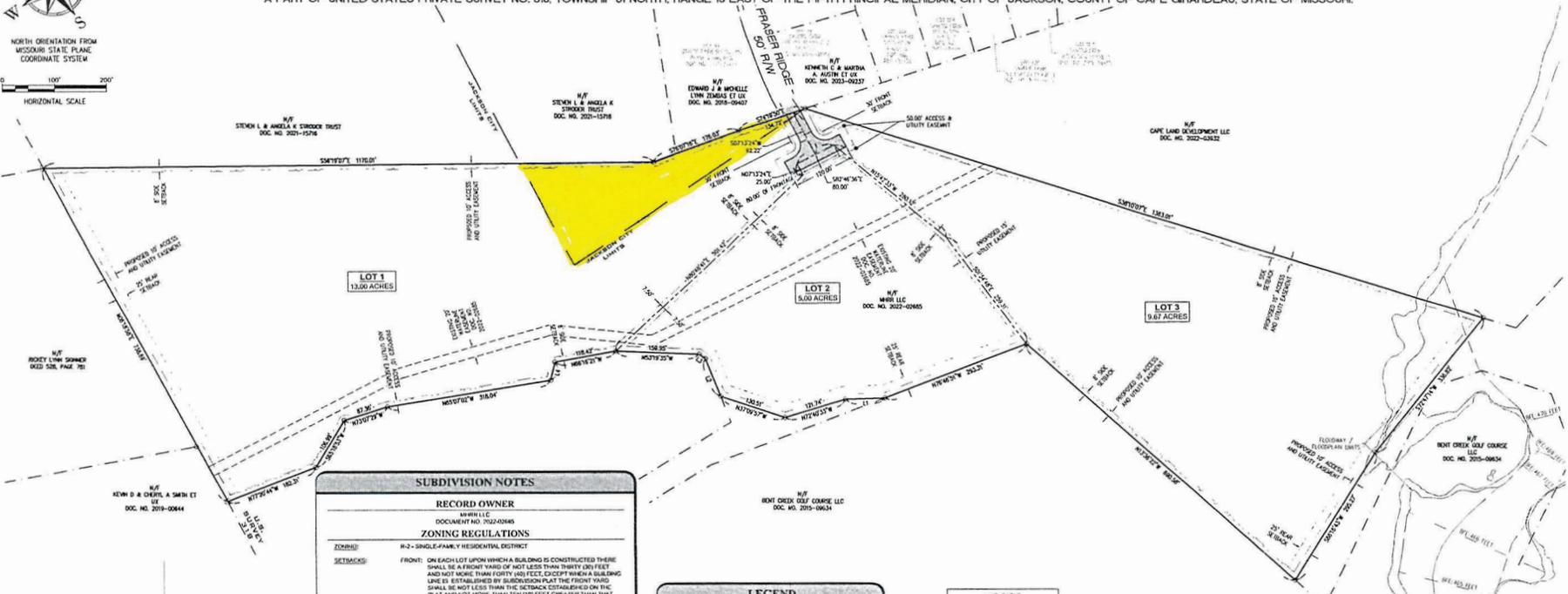
COMMENCING AT A FOUND STONE ON THE WEST LINE OF U.S.P.S. 318, THENCE SOUTH 56°19'07" EAST, 914.47 FEET +/- TO A POINT OF BEGINNING; THENCE SOUTH 56°19'07" EAST, 255.54 FEET +/-; THENCE SOUTH 76°07'16" EAST, 176.03 FEET; THENCE SOUTH 74°19'50" EAST, 134.72 FEET TO THE EXISTING CITY LIMITS; THENCE WITH THE EXISTING CITY LIMITS NORTH 90°00'00" WEST, 540.50 FEET +/-; THENCE NORTH 07°03'04" EAST, 222.00 FEET +/- TO THE POINT OF BEGINNING AND CONTAINING 1.08 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD.

PRELIMINARY PLAT FOR TERRACE ABOVE THE GREENS SUBDIVISION

A PART OF UNITED STATES PRIVATE SURVEY NO. 318, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.



NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM
HORIZONTAL SCALE



SUBDIVISION NOTES

RECORD OWNER
MFRH LLC
DOCUMENT NO. 70243946

ZONING REGULATIONS
ZONING: R-2 - SINGLE-FAMILY RESIDENTIAL DISTRICT

SETBACKS:
FRONT: ON EACH LOT UPON WHICH A BUILDING IS CONSTRUCTED THERE SHALL BE A FRONT YARD OF NOT LESS THAN THIRTY (30) FEET AND NOT MORE THAN FORTY (40) FEET EXCEPT WHERE A BUILDING LINE IS ESTABLISHED BY SUBDIVISION PLAT THE FRONT YARD SHALL BE NOT LESS THAN THE SETBACK ESTABLISHED ON THE PLAT AND NOT MORE THAN TEN (10) FEET GREATER THAN THAT SETBACK.

REAR: EVERY LOT OR PARCEL OF LAND UPON WHICH A BUILDING IS CONSTRUCTED SHALL HAVE A REAR YARD OF NOT LESS THAN TWENTY-FIVE (25) FEET.

SIDE: ON EACH LOT UPON WHICH A DWELLING IS CONSTRUCTED THERE SHALL BE A SIDE YARD ON EACH SIDE OF NOT LESS THAN EIGHT (8) FEET. ALL BUILDINGS OTHER THAN RESIDENTIAL BUILDINGS AND RESIDENTIAL ACCESSORY BUILDINGS SHALL HAVE A SIDE YARD OF FIFTEEN (15) FEET.

MAXIMUM HEIGHT:
THIRTY-FIVE (35) FEET AND NOT OVER TWO AND ONE-HALF (2 1/2) STORIES ABOVE GRADE.

MINIMUM LOT SIZE:
NOT LESS THAN EIGHT THOUSAND (8,000) SQUARE FEET AND A WIDTH AT THE FRONT LINE OF NOT LESS THAN SEVENTY-FIVE (75) FEET.

PERCENTAGE OF LOT DEVELOPMENT:
SHALL NOT COVER MORE THAN THIRTY (30) PERCENT OF THE AREA OF THE LOT.

OWNER AND DEVELOPER OF PROPOSED SUBDIVISION AND PLAT PREPARED FOR:
MARSHALL TARRUCK
1410 WILSONWOOD DR.
JACKSON, MISSOURI 63755

LOT SIZES

TOTAL NUMBER OF LOTS: 3 LOTS
LARGEST LOT AREA: 13.66 ACRES
SMALLEST LOT AREA: 5.00 ACRES
TOTAL SUBDIVISION AREA: 17.67 ACRES

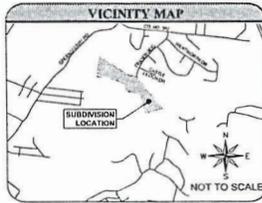
FLOODPLAIN NOTE
NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 28010214E, WITH AN EFFECTIVE DATE OF SEPTEMBER 19, 2011.

PLAT PREPARED BY & SURVEYING SERVICES PROVIDED BY:
KOEHLER ENGINEERING AND LAND SURVEYING, INC.
154 COKER LANE, CAPE GIRARDEAU, MISSOURI 63701
(573) 335-1028

LEGEND

- FOUND 1/2" HIGH ROD
- SET 1/2" BORN ROD
- FOUND 5/8" BORN ROD
- FOUND STONE
- SUBURBAN BOUNDARY LINE
- NEW LOT LINE
- SETBACK
- EXTERNAL PROPERTY LINE
- EXISTING UTILITY EASEMENT LINE
- NEW ACCESS AND UTILITY EASEMENT LINE

LINE #	DIRECTION	LENGTH
L1	N57°38'43"W	76.09'
L2	N12°39'16"E	78.59'
L3	N18°2'59"W	14.53'
L4	S48°30'25"W	36.27'



KOEHLER
Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: (573) 335 - 3028 Fax: (573) 335 - 3849
MEO PLS Corp. Certificate #000242

DRAWN BY	REV DATE	DESCRIPTION	DETAILS
SUSAN DODDS			
ENGINEER BY	09/03/24	ADDRESS CITY REVIEW COMMENTS	50
DATE	OCTOBER 2023	ADDRESS CITY REVIEW COMMENTS	20
DRAWING DATE	JUNE 26, 2024		
DRAWING NO.	3898		

THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT VARIANTS STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JULY 31, 2022



FROM BEGINNING TO END • IT'S ALL ABOUT **YOU.**

2911 Breckenridge
Cape Girardeau MO 63701
573-339-5700 / 339-2088 (fax)

1210 Greenway Drive/PO Box 290
Jackson MO 63755
573-204-8088 / 204-8084 (fax)

15 E Ste Marie St
Perryville MO 63775
573-517-0077 / 605-1244 (fax)

March 15, 2022

MHRR LLC
130 Quarterback Ridge
Jackson, MO 63755

RE: Recorded Document
FILE: 2202136

Please find enclosed your original Warranty Deed.

We thank you for the opportunity of serving you in this matter and sincerely hope that we can assist you in the future with any title insurance and closing needs.

If you have any questions, please feel free to call us at (573) 204-8088.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Hannah Shaw'.

Hannah Shaw

Enclosure(s)

eRecorded
DOCUMENT #
2022-02685



ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
03/11/2022 01:12:59 PM
REC FEE: 30.00
PAGES: 3

WARRANTY DEED

This Warranty Deed made and entered into this 11th day of March, 2022, by and between **LITZ BROTHERS, INC.**, a Missouri Corporation a/k/a **LITZ BROS., INC.**, hereinafter referred to as **GRANTOR**, and **MHRR LLC**, a Missouri Limited Liability Company, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is: 130 Quarterback Ridge, Jackson, MO 63755.

WITNESSETH: The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns FOREVER, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claimed title; and that it will warrant and defend the title to said premises unto the said Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons.

WARRANTY DEED

This Warranty Deed made and entered into this 11th day of March, 2022, by and between **LITZ BROTHERS, INC., a Missouri Corporation a/k/a LITZ BROS., INC.**, hereinafter referred to as **GRANTOR**, and **MHRR LLC, a Missouri Limited Liability Company**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is: 130 Quarterback Ridge, Jackson, MO 63755.

WITNESSETH: The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns FOREVER, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claimed title; and that it will warrant and defend the title to said premises unto the said Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons.

Exhibit A

A PART OF UNITED STATES PRIVATE SURVEY NO. 318, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE (FOUND) ON THE WEST LINE OF U.S.P.S. 318, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED IN DOCUMENT NO. 2010-09594, FROM WHICH A ½" IRON PIN (FOUND) AT THE SOUTHEAST CORNER OF U.S.P.S. 183 BEARS, S 06° 19' 07" W, 5,746.35 FEET; THENCE S 56° 04' 34" E, 1,168.67 FEET ALONG THE SOUTH LINE OF SAID TRACT RECORDED IN DOC. 2010-09594 TO A ½" IRON PIN (SET) AT THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED IN DOCUMENT NO. 2014-05062; THENCE ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING COURSES AND DISTANCES:

S 76° 14' 31" E, 177.45 FEET TO A ½" IRON PIN (SET); THENCE S 74° 28' 31" E, 133.23 FEET TO A ½" IRON PIN (SET); THENCE S 38° 20' 01" E, 1,363.88 FEET TO A ½" IRON PIN (SET); THENCE LEAVING SAID SOUTH LINE, S 72° 47' 14" W, 336.82 FEET TO A ½" IRON PIN (SET); THENCE S 66° 16' 43" W, 295.27 FEET TO A ½" IRON PIN (SET); THENCE N 13° 36' 22" W, 690.58 FEET TO A ½" IRON PIN (SET); THENCE N 76° 46' 51" W, 293.31 FEET TO A ½" IRON PIN (SET); THENCE N 57° 38' 43" W, 76.09 FEET TO A ½" IRON PIN (SET); THENCE N 72° 40' 33" W, 121.74 FEET TO A ½" IRON PIN (SET); THENCE N 37° 09' 57" W, 130.51 FEET TO A ½" IRON PIN (SET); THENCE N 12° 39' 16" E, 78.59 FEET TO A ½" IRON PIN (SET); THENCE N 18° 12' 59" W, 14.53 FEET TO A ½" IRON PIN (SET); THENCE N 53° 19' 35" W, 159.95 FEET TO A ½" IRON PIN (SET); THENCE N 66° 16' 21" W, 118.42 FEET TO A ½" IRON PIN (SET); THENCE S 48° 30' 25" W, 36.27 FEET TO A ½" IRON PIN (SET); THENCE N 65° 07' 02" W, 318.04 FEET TO A ½" IRON PIN (SET); THENCE N 73° 07' 29" W, 87.36 FEET TO A ½" IRON PIN (SET); THENCE S 65° 18' 53" W, 106.99 FEET TO A ½" IRON PIN (SET); THENCE N 77° 20' 44" W, 182.31 FEET TO A ½" IRON PIN (SET) ON THE WEST LINE OF U.S.P.S. 318; THENCE N 06° 19' 07" E, 739.57 FEET ALONG THE WEST LINE OF SAID SURVEY TO THE POINT OF BEGINNING, CONTAINING 27.55 ACRES, MORE OR LESS.

2202136

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE DEEDS OF DEDICATION BY AND BETWEEN THE CITY AND THE CITY OF JACKSON, MISSOURI; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have heretofore been presented Deeds of Dedication attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri deem it advisable to enter into the conveyance of said Deeds of Dedication.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the conveyance of the Deeds of Dedication attached hereto and incorporated herein as if fully set forth between the City of Jackson, Missouri, a municipal corporation and the City of Jackson, Missouri, a municipal corporation. It is the belief of the Mayor and Board of Aldermen of the City of Jackson, Missouri that it is in the best interests of the citizens of the City of Jackson, Missouri, that the City enter into said Deeds of Dedication.

Section 2. That the Mayor of the City of Jackson, Missouri, be and is hereby authorized and directed to execute said conveyance of Deeds of Dedication for and on behalf of the City of Jackson, Missouri.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby authorized and directed to attest the signature of the Mayor on the attached Deeds of Dedication.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 17, 2025.

SECOND READING: March 17, 2025.

PASSED AND APPROVED this 17th day of March, 2025, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

TITLE OF DOCUMENT: DEED OF DEDICATION
CANE CREEK ROAD

DATE OF DOCUMENT: MARCH 17, 2025

GRANTOR: CITY OF JACKSON, MISSOURI

GRANTOR'S MAILING ADDRESS: 101 COURT ST.
JACKSON, MISSOURI 63755

GRANTOR'S DEED RECORDING: DOCUMENT NO. 2006-16516
2006-16517
2006-16518

GRANTEE: CITY OF JACKSON, MISSOURI
101 COURT ST.
JACKSON, MISSOURI 63755

PROPERTY ADDRESS: NONE ASSIGNED

LEGAL DESCRIPTION OF EASEMENT: SEE PAGE 2 OF DEED

DEED OF DEDICATION
CANE CREEK ROAD RIGHT OF WAY

THIS DEED, made and entered into this _____ day of _____, 2025, by and between **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantors, for and in consideration of the sum of Ten (10) Dollars and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, Dedicate, Remise, Release, and forever Quit-Claim unto the said Grantee, the following described Lots, Tracts, or Parcels of Land, lying, being and situated in the County of Cape Girardeau, State of Missouri, to-wit:

That part of United States Private Survey No. 804 and that part of Fractional Section 36, Township 32 North, Range 12 East, of the Fifth Principal Meridian, in the City of Jackson, County of Cape Girardeau, State of Missouri being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of Jackson North Industrial Park Sub-division - Phase I, as recorded in Document No. 2014-02837 of the county land records, in the county of Cape Girardeau, state of Missouri, thence with said West line, North 08°43'56" East, 617.55 feet to a point on a curve on the South line of Cane Creek Road, also being the point of beginning; thence leaving said West line and along said curve being concave to the southwest having a radius of 270.00 feet, a distance of 36.76 feet (the chord of said arc bears North 72°14'58" West, 36.73 feet); thence along said south line North 76°09'00" West, 323.93 feet; thence along the arc of a curve deflecting to the right having a radius of 330.00 feet, a distance of 280.16 feet (the chord of said arc bears North 51°49'45" West, 271.82 feet); thence North 27°30'30" West, 73.92 feet; thence along a arc of a curve to the Northwest having a radius of 270.00 feet, a distance of 265.12 feet (the chord of said arc bears North 55°38'17" West, 254.59 feet); thence North 83°46'04" West, 66.20 feet; thence leaving said south line North 61°13'56" East, 60.00 feet; thence South 83°46'04" East, 66.20 feet; thence along the arc of a curve deflecting to the right having a radius of 330.00 feet, a distance of 324.03 feet (the chord of said arc bears South 55°38'17" East, 311.17 feet); thence South 27°30'30" East, 73.92 feet; thence along the arc of a curve deflecting to the left having a radius 270.00 feet, a distance of 229.22 feet (the chord of said arc bears South 51°49'45" East, 222.40 feet; thence South 76°09'00" East, 323.93 feet; thence along the arc of a curve deflecting to the right having a radius of 330.29 feet, a distance of 60.59 feet (the chord of said arc bears South 70°53'23" East, 60.51 feet): thence South 07°03'58" West, 63.54 feet; thence along the arc of a curve deflecting to the right having a radius of 270.00 feet, a distance of 31.73 feet (the chord of said arc bears North 64°58'56" West, 31.71 feet) to the point of beginning and containing 1.48 acres, more or less.

Said right, privilege, permission, and authority to enter on and upon said property above described is irrevocable and is granted for the purpose of enabling the City of Jackson, Missouri, its agents and servants to install, lay, erect, construct, maintain, operate, and repair any and all City utility services, to include, but not limited to sanitary sewer lines, storm sewer lines, water lines, and electrical lines, which are to be placed in, on, upon or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, manholes, and appliances in connection therewith.

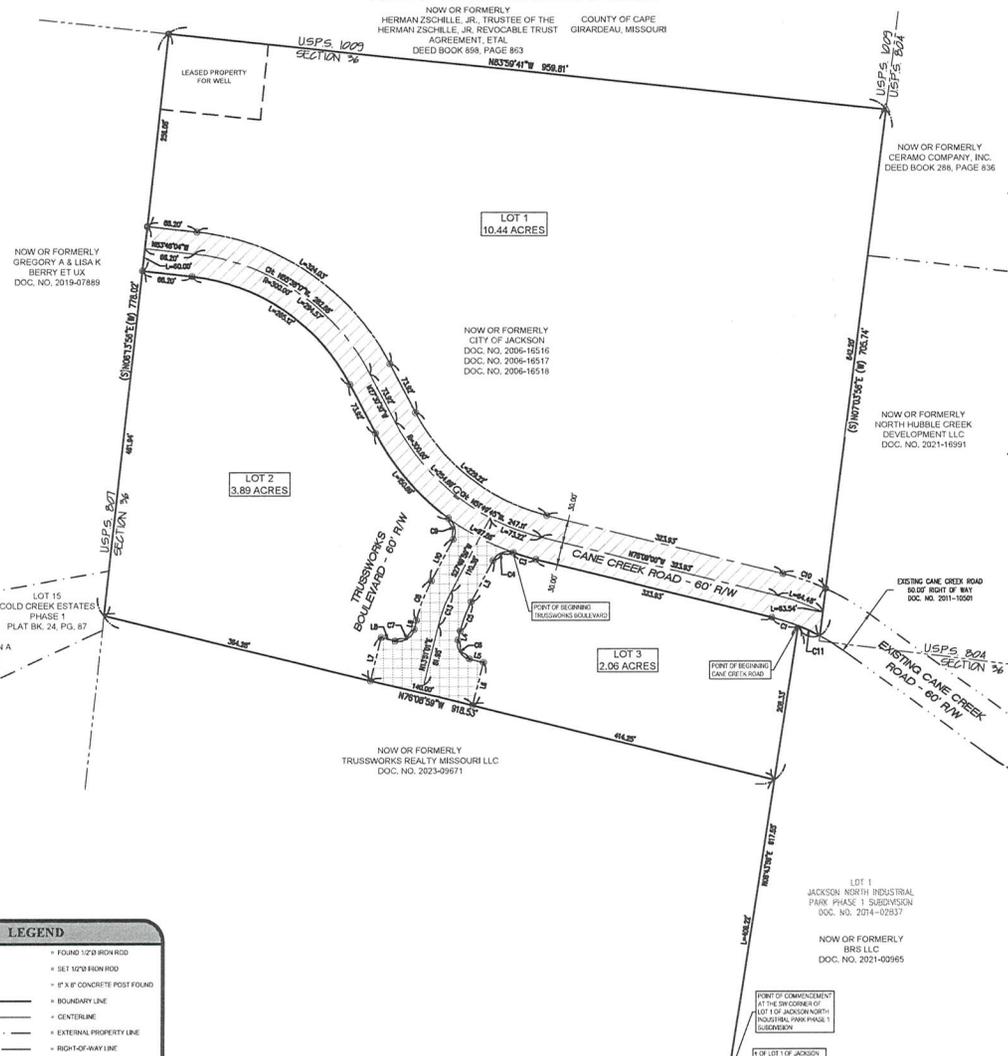
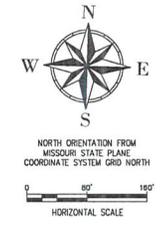
Further this shall grant permission and authority to construct, maintain, operate, and repair any public roadway placed in, on, upon or across said described property, together with all the useful, necessary, and proper adjuncts, appurtenances, and appliances in connection therewith.

TO HAVE AND TO HOLD the same, together with all rights, immunities, privileges, and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs, and assigns, forever, so that neither the said Grantor nor it's heirs, or any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and every one of them, shall, by these presents, be excluded and forever barred.

[Remainder of page intentionally left blank. Signatures appear on following page.]

RIGHT-OF-WAY EXHIBIT FOR JACKSON NORTH INDUSTRIAL PARK SUBDIVISION

THAT PART OF UNITED STATES PRIVATE SURVEY NO. 804 AND THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF JACKSON,
COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI



DESCRIPTION OF RIGHT-OF-WAY - CANE CREEK ROAD

That part of United States Private Survey No. 804 and that part of Fractional Section 36, Township 32 North, Range 12 East of the Fifth Principal Meridian, in the City of Jackson, County of Cape Girardeau, State of Missouri being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of Jackson North Industrial Park Subdivision - Phase I, as recorded in Document No. 2014-02837 of the county land records, in the county of Cape Girardeau, State of Missouri, thence with said West line, North 08°43'56" East, 617.55 feet to a point on a curve on the South line of Cane Creek Road, also being the point of beginning, thence leaving said West line and along said curve being concave to the southwest having a radius of 270.00 feet, a distance of 98.79 feet (the chord of said arc bears North 72°14'58" West, 36.73 feet); thence along said South line North 70°09'00" West, 323.93 feet; thence along the arc of a curve deflecting to the right having a radius of 330.00 feet, a distance of 280.16 feet (the chord of said arc bears North 51°49'45" West, 271.62 feet); thence North 27°30'30" West, 73.92 feet; thence along an arc of a curve to the northwest having a radius of 230.00 feet, a distance of 265.12 feet (the chord of said arc bears North 55°38'17" West, 254.59 feet); thence North 83°48'54" West, 66.20 feet; thence leaving said South line North 61°12'50" East, 60.00 feet; thence South 82°04'51" East, 60.20 feet; thence along the arc of a curve deflecting to the right having a radius of 330.00 feet, a distance of 324.03 feet (the chord of said arc bears South 55°38'17" East, 311.17 feet); thence South 27°30'30" East, 73.92 feet; thence along the arc of a curve deflecting to the left having a radius of 270.00 feet, a distance of 228.22 feet (the chord of said arc bears South 51°49'45" East, 222.40 feet); thence South 70°09'00" East, 323.93 feet; thence along the arc of a curve deflecting to the right having a radius of 330.20 feet, a distance of 60.51 feet (the chord of said arc bears South 70°52'22" East, 60.51 feet); thence South 07°02'39" East, 63.54 feet; thence along the arc of a curve deflecting to the right having a radius of 270.00 feet, a distance of 31.73 feet (the chord of said arc bears North 64°08'46" West, 31.71 feet) to the point of beginning and containing 1.48 acres, more or less.

DESCRIPTION OF RIGHT-OF-WAY - TRUSSWORKS BOULEVARD

That part of United States Private Survey No. 804 and that part of Fractional Section 36, Township 32 North, Range 12 East of the Fifth Principal Meridian, in the City of Jackson, County of Cape Girardeau, State of Missouri being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of Jackson North Industrial Park Subdivision - Phase I, as recorded in Document No. 2014-02837 of the county land records, in the city and county of Cape Girardeau, State of Missouri, thence with said West line, North 08°43'56" East, 617.55 feet to a point on a curve on the South line of Cane Creek Road, thence leaving said West line and along said curve being concave to the southwest having a radius of 270.00 feet, a distance of 98.79 feet (the chord of said arc bears North 72°14'58" West, 36.73 feet); thence along said South line North 70°09'00" West, 323.93 feet; thence along the arc of a curve deflecting to the right having a radius of 330.00 feet, a distance of 315.61 feet (the chord of said arc bears North 73°24'22" West, 315.59 feet) to the point of beginning, thence leaving said South line and along an arc of a non-circular curve to the Southwest being concave to the Southeast having a radius of 22.00 feet, a distance of 31.30 feet (the chord of said arc bears South 68°37'03" West, 28.72 feet); thence South 07°02'39" East, 63.54 feet; thence along the arc of a curve deflecting to the left having a radius of 170.00 feet, a distance of 41.49 feet (the chord of said arc bears South 20°52'02" West, 41.30 feet); thence South 12°51'01" West, 12.85 feet; thence along the arc of a curve deflecting to the left having a radius of 210.00 feet, a distance of 32.99 feet (the chord of said arc bears South 31°08'59" East, 29.70 feet); thence South 70°09'00" East, 180.00 feet; thence South 13°51'01" West, 60.00 feet; thence North 70°08'59" West, 140.00 feet; thence North 12°51'01" East, 60.00 feet; thence South 70°08'59" East, 180.00 feet; thence along the arc of a curve deflecting to the left having a radius of 120.00 feet, a distance of 32.99 feet (the chord of said arc bears North 58°51'01" East, 29.70 feet); thence North 12°51'01" East, 12.45 feet; thence along the arc of a curve deflecting to the left having a radius of 230.00 feet, a distance of 64.13 feet (the chord of said arc bears North 07°02'07" East, 63.99 feet); thence North 27°09'00" East, 62.24 feet; thence along the arc of a curve deflecting to the left having a radius of 22.00 feet, a distance of 31.30 feet (the chord of said arc bears North 12°50'00" West, 28.72 feet) to a point on the South line of Cane Creek Road, thence along said South line along the arc of a non-circular curve to the Southwest, having a radius of 330.00 feet, a length of 87.66 feet (the chord of said arc bears South 62°10'01" East, 97.96 feet) to the point of beginning and containing 0.43 acres, more or less.

LINE #	DIRECTION	LENGTH
L3	S27°49'59"W	62.24'
L4	S13°51'01"W	12.45'
L5	S76°08'59"E	19.00'
L6	S13°51'01"W	60.00'
L7	N13°51'01"E	60.00'
L8	S76°08'59"E	19.00'
L9	N13°51'01"E	12.45'
L10	N27°49'59"E	62.24'

CURVE #	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	36.76'	270.00'	N72°14'58"W	36.73'
C3	31.61'	330.00'	N73°24'22"W	31.59'
C4	31.30'	22.00'	S68°35'08"W	28.72'
C5	41.49'	170.00'	S20°50'30"W	41.39'
C6	32.99'	21.00'	S31°08'59"E	29.70'
C7	32.99'	21.00'	N68°51'01"E	29.70'
C8	56.13'	230.00'	N20°50'30"E	55.99'
C9	31.30'	22.00'	N12°53'09"W	28.72'
C10	60.59'	330.00'	N70°53'23"W	60.51'
C11	31.73'	270.00'	N64°08'56"W	31.71'
C13	48.81'	200.00'	S20°50'30"W	48.69'

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- 2" X 4" CONCRETE POST FOUND
- BOUNDARY LINE
- - - CENTRAL LINE
- - - EXTERNAL PROPERTY LINE
- - - RIGHT-OF-WAY LINE
- - - EXISTING RIGHT-OF-WAY LINE

KOEHLER
ENGINEERING AND LAND SURVEYING, INC.

Call Engineering and Surveying Services
Cape Girardeau, Missouri
Phone 573.335.3026 • Fax 573.335.3549
www.koehlerengineering.com

RIGHT-OF-WAY EXHIBIT FOR
CITY OF JACKSON, MO

101 COURT STREET
JACKSON MO 63755
PH 572-243-3568

NEW CANE CREEK ROAD AND TRUSSWORKS BOULEVARD RIGHT-OF-WAY

KELS PART NO. OWNER PACT NO.
DESIGNED BY: []
DRAWN BY: [] SHEET NO. []
CHECKED BY: CK
DATE: 02.21.2025

THIS SURVEY OF A TRACT OF SUBURBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JULY 31, 2022.

TITLE OF DOCUMENT: DEED OF DEDICATION
TRUSSWORKS BOULEVARD

DATE OF DOCUMENT: MARCH 17, 2025

GRANTOR: CITY OF JACKSON, MISSOURI

GRANTOR'S MAILING ADDRESS: 101 COURT ST.
JACKSON, MISSOURI 63755

GRANTOR'S DEED RECORDING: DOCUMENTS NO. 2006-16516
2006-16517
2006-16518

GRANTEE: CITY OF JACKSON, MISSOURI
101 COURT ST.
JACKSON, MISSOURI 63755

PROPERTY ADDRESS: NONE ASSIGNED

LEGAL DESCRIPTION OF EASEMENT: SEE PAGES 2 & 3 OF DEED

DEED OF DEDICATION
TRUSSWORKS BOULEVARD RIGHT OF WAY

THIS DEED, made and entered into this _____ day of _____, 2025, by and between **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantors, for and in consideration of the sum of Ten (10) Dollars and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents, Dedicate, Remise, Release, and forever Quit-Claim unto the said Grantee, the following described Lots, Tracts, or Parcels of Land, lying, being and situated in the County of Cape Girardeau, State of Missouri, to-wit:

That part of United States Private Survey No. 804 and that part of Fractional Section 36, Township 32 North, Range 12 East, of the Fifth Principal Meridian, in the City of Jackson, County of Cape Girardeau, State of Missouri being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of Jackson North Industrial Park Sub-division - Phase I, as recorded in Document No. 2014-02837 of the county land records, in the city and county of Cape Girardeau, state of Missouri, thence with said West line, North 08°43'56" East, 617.55 feet to a point on a curve on the South line of Cane Creek Road; thence leaving said West line and along said curve being concave to the southwest having a radius of 270.00 feet, a distance of 36.76 feet (the chord of said arc bears North 72°14'58" West, 36.73 feet); thence along said south line North 76°09'00" West, 323.93 feet; thence along the arc of a curve deflecting to the right having a radius of 330.00 feet, a distance of 31.61 feet (the chord of said arc bears North 73°24'22" West, 31.59 feet) to the point of beginning; thence leaving said South line and along a arc of a non-tangent curve to the Southwest being concave to the Southeast having a radius of 22.00 feet, a distance of 31.30 feet (the chord of said arc bears South 68°35'08" West, 28.72 feet); thence South 27°49'59" West, 62.24 feet; thence along the arc of a curve deflecting to the left having a radius of 170.00 feet, a distance of 41.49 feet (the chord of said arc bears South 20°50'30" West, 41.39 feet); thence South 13°51'01" West, 12.45 feet; thence along the arc of a curve deflecting to the left having a radius of 21.00 feet, a distance of 32.99 feet (the chord of said arc bears South 31°08'59" East, 29.70 feet); thence South 76°08'59" East, 19.00 feet; thence South 13°51'01" West, 60.00 feet; thence North 76°08'59" West, 140.00 feet; thence North 13°51'01" East, 60.00 feet; thence South 76°08'59" East, 19.00 feet; thence along the arc of a curve deflecting to the left having a radius 21.00 feet, a distance of 32.99 feet (the chord of said arc bears North 58°51'01" East, 29.70 feet); thence North 13°51'01" East, 12.45 feet; thence along the arc of a curve deflecting to the left having a radius of 230.00 feet, a distance of 56.13 feet (the chord of said arc bears North 20°50'30" East, 55.99 feet); thence North 27°49'59" East, 62.24 feet; thence along the arc of a curve deflecting to the left having a radius of 22.00 feet, a distance of 31.30 feet (the chord of

said arc bears North 12°55'09" West, 28.72 feet) to a point on the south line of Cane Creek Road; thence along said south line along the arc of a non-tangent curve to the Southeast, having a radius 330.00 feet, a length of 97.86 feet (the chord of said arc bears South 62°10'01" East, 97.86 feet to the point of beginning and containing 0.43 acres, more or less.

Said right, privilege, permission, and authority to enter on and upon said property above described is irrevocable and is granted for the purpose of enabling the City of Jackson, Missouri, its agents and servants to install, lay, erect, construct, maintain, operate, and repair any and all City utility services, to include, but not limited to sanitary sewer lines, storm sewer lines, water lines, and electrical lines, which are to be placed in, on, upon or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, manholes, and appliances in connection therewith.

Further this shall grant permission and authority to construct, maintain, operate, and repair any public roadway placed in, on, upon or across said described property, together with all the useful, necessary, and proper adjuncts, appurtenances, and appliances in connection therewith.

TO HAVE AND TO HOLD the same, together with all rights, immunities, privileges, and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs, and assigns, forever, so that neither the said Grantor nor it's heirs, or any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the afore-said premises or any part thereof, but they and every one of them, shall, by these presents, be excluded and forever barred.

[Remainder of page intentionally left blank. Signatures appear on following page.]

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

STATE OF MISSOURI)
) **ss.**
COUNTY OF CAPE GIRARDEAU)

On this ____ day of _____, 2025, before me personally appeared Dwain Hahs, to me known to be the person who executed the within document as the Mayor of City of Jackson, Missouri, a Municipal Corporation of the County of Cape Girardeau, Missouri, and is authorized to execute the within document on behalf of City of Jackson, and acknowledged to me that he executed the same as his free act and deed and as the free act and deed of said City of Jackson for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

Notary Public
State of Missouri
County of Cape Girardeau

My term expires: _____

RIGHT-OF-WAY EXHIBIT FOR JACKSON NORTH INDUSTRIAL PARK SUBDIVISION

THAT PART OF UNITED STATES PRIVATE SURVEY NO. 804 AND THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI



DESCRIPTION OF RIGHT-OF-WAY - CANE CREEK ROAD

This part of United States Private Survey No. 804 and that part of Fractional Section 36, Township 32 North, Range 12 East of the Fifth Principal Meridian, in the City of Jackson, County of Cape Girardeau, State of Missouri being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of Jackson North Industrial Park Subdivision - Phase 1, as recorded in Document No. 2014-02827 of the county line records, in the County of Cape Girardeau, State of Missouri, thence with said West line, North 88°43'59" East, 81.10 feet to a point on the South line of Cane Creek Road, also being the point of beginning, thence bearing said West line and also said curve being concave to the southwest having a radius of 170.00 feet, a distance of 35.78 feet (the chord of said arc bears North 72°14'58" West, 307.3 feet), thence along said South line North 70°30'00" West, 323.83 feet, thence along the arc of a curve deflecting to the right having a radius of 33.00 feet, a distance of 380.16 feet (the chord of said arc bears North 51°49'45" West, 1.82 feet), thence North 27°30'00" West, 73.9 feet, thence along a circular arc to the northwest having a radius of 270.00 feet, a distance of 282.12 feet (the chord of said arc bears North 55°30'17" West, 254.18 feet), thence North 83°18'54" West, 88.23 feet, thence bearing said South line North 61°13'50" East, 80.00 feet, thence South 62°46'04" East, 16.20 feet, thence along the arc of a curve deflecting to the right having a radius of 320.00 feet, a distance of 324.00 feet (the chord of said arc bears South 52°11'57" East, 1.17 feet), thence South 27°30'00" East, 72.52 feet, thence along the arc of a curve deflecting to the left having a radius of 210.00 feet, a distance of 229.22 feet (the chord of said arc bears South 51°59'45" East, 222.40 feet), thence South 78°09'00" East, 223.33 feet, thence along the arc of a curve deflecting to the right having a radius of 330.25 feet, a distance of 65.55 feet (the chord of said arc bears South 70°32'30" East, 60.51 feet), thence South 67°32'38" West, 83.54 feet, thence along the arc of a curve deflecting to the right having a radius of 270.00 feet, a distance of 312.73 feet (the chord of said arc bears North 64°58'58" West, 31.71 feet) to the point of beginning and containing 1.48 acres, more or less.

DESCRIPTION OF RIGHT-OF-WAY - TRUSSWORKS BOULEVARD

This part of United States Private Survey No. 804 and that part of Fractional Section 36, Township 32 North, Range 12 East of the Fifth Principal Meridian, in the City of Jackson, County of Cape Girardeau, State of Missouri being more particularly described as follows:

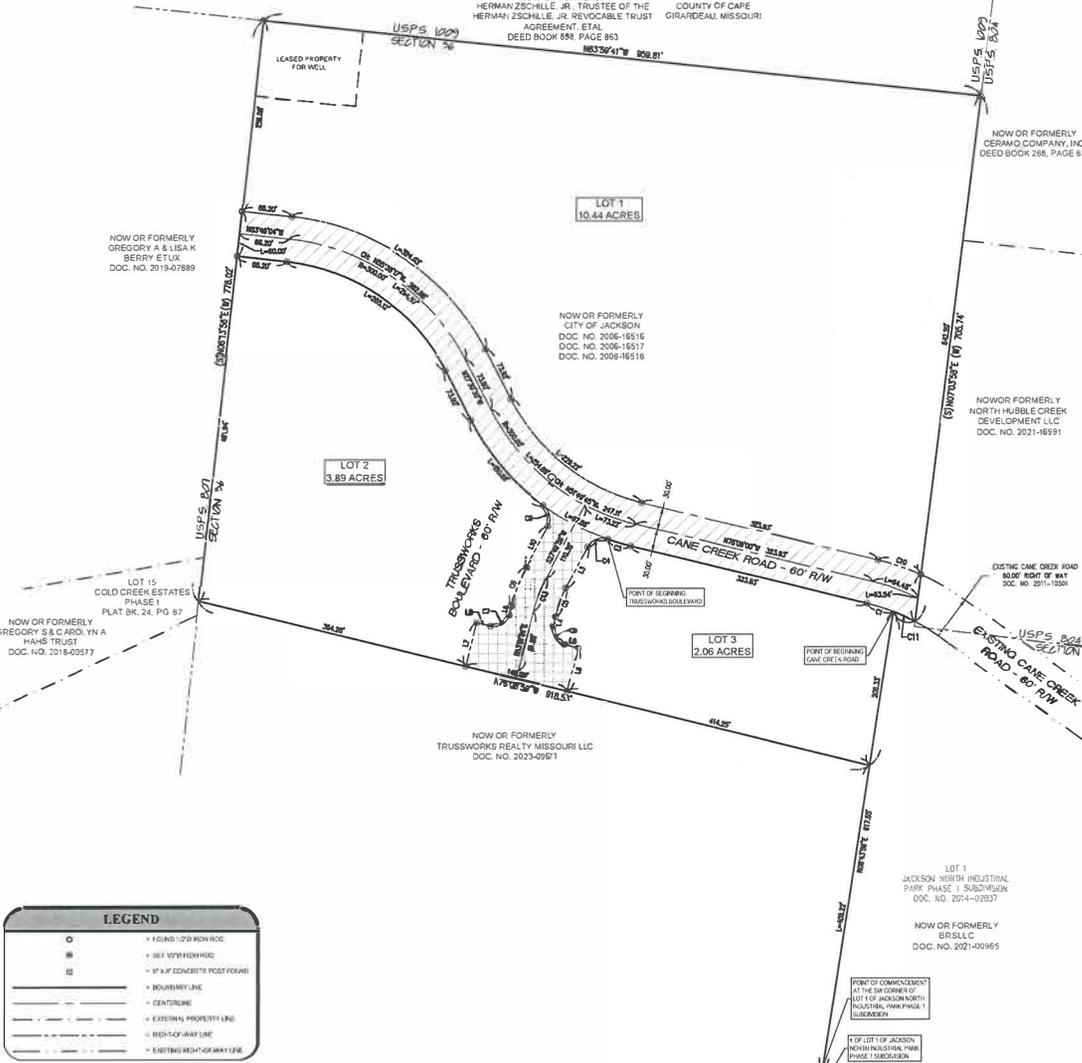
Commencing at the Southwest Corner of Lot 1 of Jackson North Industrial Park Subdivision - Phase 1, as recorded in Document No. 2014-02827 of the county line records, in the City and County of Cape Girardeau, State of Missouri, thence with said West line, North 68°10'36" East, 51.63 feet to a point on the South line of Cane Creek Road, thence bearing said West line and also said curve being concave to the southwest having a radius of 210.00 feet, a distance of 38.78 feet (the chord of said arc bears North 72°14'58" West, 38.73 feet), thence along said South line North 70°30'00" West, 323.83 feet, thence along the arc of a curve deflecting to the right having a radius of 33.00 feet, a distance of 380.16 feet (the chord of said arc bears North 51°49'45" West, 1.82 feet), thence North 27°30'00" West, 73.9 feet, thence along a circular arc to the northwest having a radius of 270.00 feet, a distance of 282.12 feet (the chord of said arc bears North 55°30'17" West, 254.18 feet), thence North 83°18'54" West, 88.23 feet, thence bearing said South line North 61°13'50" East, 80.00 feet, thence South 62°46'04" East, 16.20 feet, thence along the arc of a curve deflecting to the right having a radius of 320.00 feet, a distance of 324.00 feet (the chord of said arc bears South 52°11'57" East, 1.17 feet), thence South 27°30'00" East, 72.52 feet, thence along the arc of a curve deflecting to the left having a radius of 210.00 feet, a distance of 229.22 feet (the chord of said arc bears South 51°59'45" East, 222.40 feet), thence South 78°09'00" East, 223.33 feet, thence along the arc of a curve deflecting to the right having a radius of 330.25 feet, a distance of 65.55 feet (the chord of said arc bears South 70°32'30" East, 60.51 feet), thence South 67°32'38" West, 83.54 feet, thence along the arc of a curve deflecting to the right having a radius of 270.00 feet, a distance of 312.73 feet (the chord of said arc bears North 64°58'58" West, 31.71 feet) to the point of beginning and containing 0.43 acres, more or less.

LINE #	DIRECTION	LENGTH
L3	S27°49'59"W	62.24'
L4	S13°10'1"W	12.46'
L5	S76°08'59"E	19.00'
L6	S13°51'01"W	60.00'
L7	N12°51'01"E	60.00'
L8	S76°08'59"E	19.00'
L9	N13°51'01"E	12.46'
L10	N27°49'59"E	62.24'

CURVE #	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	36.76'	270.00'	N72°14'58"W	36.73'
C3	31.61'	330.00'	N73°14'22"W	31.59'
C4	31.30'	22.00'	S68°35'06"W	28.72'
C5	41.49'	170.00'	S20°50'30"W	41.39'
C6	32.99'	21.00'	S11°06'59"E	29.70'
C7	32.99'	21.00'	N58°51'01"E	29.70'
C8	56.13'	230.00'	N30°50'30"E	55.99'
C9	31.30'	22.00'	N12°55'09"W	28.72'
C10	80.59'	330.00'	N70°33'23"W	80.51'
C11	31.73'	270.00'	N64°58'56"W	31.71'
C13	48.81'	200.00'	S20°50'30"W	48.69'

LEGEND

- FOUND 1/2" IRON ROD
- SET TOPKICK MARKER
- 1/4" W/ CONCRETE POST FOUND
- BOUNDARY LINE
- CENTERLINE
- EXISTING PROPERTY LINE
- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE



KOEHLER
ENGINEERING AND LAND SURVEYING, INC.

101 COURT STREET
JACKSON, MO 64255
PH: 572-242-3968

RIGHT-OF-WAY EXHIBIT FOR
CITY OF JACKSON, MO

NEW CANE CREEK ROAD AND TRUSSWORKS BOULEVARD RIGHT-OF-WAY

DATE: 02/11/2025

THIS SURVEY OF A TRACT OF SUBURBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JULY 31, 2022

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ATTEST TO THE CITY’S ACCEPTANCE OF CERTAIN PROPERTY DEEDED TO THE CITY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED DEEDS OF DEDICATION.

WHEREAS, the **City of Jackson, Missouri**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Deeds of Dedication attached hereto.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the deeds which are attached hereto, subject to all of the terms and conditions therein expressed.

Section 2. That the Mayor and City Clerk of the City of Jackson, Missouri, are hereby authorized to do all acts and execute all instruments appropriate and necessary to accept said deeds.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said deeds with the Recorder of Deeds, Cape Girardeau County, Missouri.

Section 4. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 17, 2025.

SECOND READING: March 17, 2025.

PASSED AND APPROVED this 17th day of March, 2025, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

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CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk