



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN STUDY SESSION
Monday, December 16, 2024 at 6:30 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

DISCUSSION ITEMS

1. Annual report of SEMO Redi
- [2.](#) December 9th Park Board Report
- [3.](#) Fire Code Compliance Software Services - proposal
4. Changes to Automatic Withdrawal for Utility Bill Payment
- [5.](#) Horizontal Baler Project – bid tabulation
- [6.](#) Annexation Agreement with Semo Land Development, LLC
7. Discussion of previously tabled items (unspecified)
8. Additional items (unspecified)

Posted on 12/13/2024 at 4:00 PM.



CITY OF JACKSON
PARK BOARD MEETING
Monday, December 09, 2024 at 6:00 PM
Jackson Civic Center, 381 East Deerwood Drive

AGENDA

BOARD MEMBERS PRESENT

RECOGNITION OF VISITORS

READING OF PREVIOUS MEETING MINUTES

1. October 2024 Minutes

OLD BUSINESS FROM PREVIOUS MEETINGS

2. American Rescue Plan Act Updates

NEW BUSINESS

3. FY25 Budget

COMMITTEE REPORTS

CIVIC CENTER REPORT

PARKS & RECREATION DIRECTOR'S REPORT

4. Safe Across Program

ADJOURNMENT

Posted on 12/06/2024 at 4:00 PM.



City of Jackson

December 13, 2024

Subject: Agreement with Brycer, LLC to provide fire code compliance services to JFR

Mayor and Members of the Board of Aldermen,

Attached you will find documentation regarding a no cost service provided to the City of Jackson from Brycer, LLC Compliance Engine that provides a secure cloud-based environment in which all the third-party contractors who inspect, test, and maintain fire protection systems to submit their reports via Brycer's web portal directly to the AHJ.

This facilitates a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, the compliance engine team will administer the hard and soft copy notifications and perform follow-up calls to help increase testing and maintenance activity.

The end result is a comprehensive and accurate aggregation of data around which building have what type of systems, when they were last tested, and if there are any open deficiencies that could jeopardize a successful deployment in the event of an incident.

The Compliance Engine Benefits:

- Drives 100% compliance with fire and life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Maximizes limits resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens, and guests

If you have any questions, you can contact me anytime.

Sincerely,

Jason Mouser
Fire Chief
Jackson Fire Rescue
503 S. Hope St.
Jackson, MO 63755573-243-5740 (fax) jmouser@jacksonfire.org

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

November 8th, 2024

Jackson Fire and Rescue
503 South Hope Street
Jackson, MO, 63755

Re: “The Compliance Engine”

Dear: Jackson Fire and Rescue

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, Jackson Fire and Rescue (Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.
2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.
3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:
 - **Availability**. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
 - **Service Level**. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
 - **Backup**. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative,

physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [**Jackson Fire and Rescue**] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
____ day of _____, 20____:

[**Jackson Fire and Rescue**]

By: _____
Its: _____

Exhibit A**Terms and Conditions**

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B**Maintenance Schedule and Minimum Service Levels****1. Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. Response Time.

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. Customer Support

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

THE COMPLIANCE ENGINE

BELTON FIRE DEPARTMENT

BLACK JACK FIRE PROTECTION DISTRICT

BOLIVAR CITY FIRE DEPARTMENT

BRANSON FIRE RESCUE

BRENTWOOD FIRE DEPARTMENT

CAPE GIRARDEAU FIRE DEPARTMENT

CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT

CITY OF SEDALIA PUBLIC WORKS

CLAYCOMO FIRE DEPARTMENT

COMMUNITY FIRE PROTECTION DISTRICT

GLADSTONE FIRE & EMS

GRANDVIEW FIRE DEPARTMENT

HARRISONVILLE WATER DEPARTMENT

INDEPENDENCE FIRE DEPT

JOPLIN FIRE DEPARTMENT

KANSAS CITY FIRE DEPARTMENT

KEARNEY FIRE & RESCUE PROTECTION DISTRICT

KIRKWOOD FIRE DEPARTMENT

LEE'S SUMMIT FIRE DEPARTMENT

LEMAY FIRE PROTECTION DISTRICT

LIBERTY FIRE DEPARTMENT

LOGAN-ROGERSVILLE FIRE PROTECTION DISTRICT

LONE JACK FIRE PROTECTION DISTRICT

NEVADA FIRE DEPARTMENT

NORTH KANSAS CITY FIRE DEPARTMENT

OZARK FIRE PROTECTION DISTRICT

RAYTOWN FIRE DISTRICT

REDINGS MILL FIRE PROTECTION DISTRICT

RIVERSIDE FIRE DEPARTMENT

SALINE VALLEY FIRE PROTECTION DISTRICT

SEDALIA FIRE DEPARTMENT

SOUTH METRO FIRE DISTRICT

SOUTHERN PLATTE FIRE PROTECTION DISTRICT

SPANISH LAKE FIRE PROTECTION DISTRICT

SPRINGFIELD FIRE DEPARTMENT

SULLIVAN FIRE PROTECTION DISTRICT

WEST PECULIAR FIRE PROTECTION DISTRICT

WESTERN TANEY COUNTY FIRE DISTRICT


WILLARD FIRE PROTECTION DISTRICT





City of Jackson

MEMO TO: The Honorable Mayor Dwain Hahs
and Members of the Board of Aldermen

FROM: Rodney Bollinger, Director of Administrative Services 

DATE: December 13, 2024

SUBJECT: Horizontal Baler Project – bid tabulation

As you already know, the City of Jackson was recently awarded a grant through the Southeast Missouri Solid Waste Management District for a new horizontal baler to be located at the Recycling Center. The District will pay up to \$47,837.95 of the total cost of the new equipment.

The city sent out a request for proposals in November. Bids were opened on Tuesday, December 10th, at 10:00 a.m. at City Hall. Four companies submitted proposals for the project.

Sanitation Foreman, Collin Campbell, and I have reviewed the bids and recommend award to Reaction Distributing, Inc., of Ajax, Ontario, Canada, in the amount of \$104,796.00.

Please know this is an approved budget item for 2024.

The staff respectfully recommends the Mayor and Board approve this purchase at the January 6, 2025 regular meeting.

Thanks for your time and consideration of this information. As always, please feel welcome to contact me should you have any questions regarding this matter.

**CITY OF JACKSON, MISSOURI
HORIZONTAL BALER PROJECT
BID OPENING: DECEMBER 10, 2024, 10:00 A.M.**

BID TABULATION SHEET

Company	<u>Bid Amount</u>	<u>Trade-in (Y/N)</u>
Reaction Distributing Inc	104,796.00	<input checked="" type="radio"/> Y / N
Maren Bales & Shredders	150,760.51	Y / <input checked="" type="radio"/> N
Synergy Waste Management	122,978.00	<input checked="" type="radio"/> Y / N
DeHart Recycling Equipment	139,250	<input checked="" type="radio"/> Y / N
_____	_____	Y / N
_____	_____	Y / N
_____	_____	Y / N
_____	_____	Y / N
_____	_____	Y / N

Opened by: _____

Witnessed by: _____



MEMO

To: Mayor Dwain Hahs and Members of the Board of Aldermen

From: Rodney Bollinger, Director of Administrative Services

Date: December 13, 2024

Re: Annexation Agreement with Semo Land Development, LLC

Occasionally, annexations can involve a two-step process. First, the Board must introduce a Resolution of Annexation with Zoning. The resolution also sets the date and the time of a required public hearing. Second, an Annexation Agreement is approved by Board that details the terms under which the city and the owners of the area being annexed consent to the annexation.

Mr. Chris Pike has filed an application on behalf of Semo Land Development, LLC, for the voluntary annexation with zoning of 1.25 acres of land the company owns West Jackson Trail. The owner has a plan to build an industrial site and connect it to public utilities.

Based on this information, the staff has prepared a draft Annexation Agreement with the property owner which provides for the city's annexation the land, subject to various conditions. This agreement is still in draft form and has not yet been signed by the owner, but is included here for your review. It is anticipated the staff and owner will finalize the terms of the agreement next week.

Therefore, it is recommended the Mayor and Board of Aldermen approve the Annexation Agreement for the annexation of 1.25 acres of property on Monday, January 6, 2025 at a Regular Meeting.

SEMO LAND DEVELOPMENT, LLC ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") between Semo Land Development, LLC, ("Property Owner"), and the City of Jackson, Missouri, ("City"), entered this _____ day of December, 2024.

WHEREAS, the Property Owner is requesting the voluntary annexation with zoning of property situated at 345 West Jackson Trail; and,

WHEREAS, the Property Owner has a conceptual plan for the construction of a building and to connect the building to existing City public utilities as described on Exhibit A which is attached hereto and made a part hereof; and,

WHEREAS, the City realizes that the annexation of said property is reasonable and necessary to the proper development of the City; the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and the annexation of the property is both prudent and beneficial to the citizens of Jackson, Missouri; and,

WHEREAS, the parties desire to memorialize their Agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Property Owner has filed an application and petition for the voluntary annexation with zoning into the City of Jackson, Missouri, of a parcel of land consisting more or less of 1.2 acres as described in Exhibit A which is attached hereto and made a part hereof. The Property Owner is requesting that the property be zoned I-1, Light Industrial. The Property Owner acknowledges that its application and petition may be denied by the Board of Aldermen and if denied, the City agrees that the Property Owner may withdraw its application for voluntary annexation with zoning subject to the condition stated in paragraph 4. c.
2. The Property Owner will contract with an architect or engineer licensed in Missouri to ensure that the construction of the building is compliant with the building, fire, stormwater, and life safety aspects of the City code. The results of said inspection(s) will be signed and sealed by the architect or engineer and delivered to the City in a written report form.
3. If Property owner constructs extensions to public utilities that are outside of or beyond existing public rights of way, the Property Owner shall donate to the City corresponding easements for the location of those extensions.
4. The City will permit the Property Owner to make service connections to City public utilities provided that:

- a. Property Owner has paid for all necessary permits and fees for such connections;
- b. All connections have been installed, tested, inspected and approved in accordance with the City code; and
- c. In the event that the Property Owner's application for voluntary annexation with zoning is denied by the Board of Aldermen or withdrawn by the Property Owner, then the Property Owner will disconnect at the City's municipal boundary line from all City public utilities within thirty (30) days of either event.

5. If prior to completing the voluntary annexation of the property described herein Property Owner contracts to sell some or all of the property described on the attached Exhibit B, Property Owner shall notify the prospective purchaser(s) of this Annexation Agreement by providing a copy of this Agreement to the prospective purchaser(s) before the closing date for the sale of said property. The parties acknowledge, understand and agree that this Agreement shall be binding upon the parties hereto, their successors, heirs, and assigns.

6. Pursuant to City code, maintenance of a buffer is required of the Property Owner to visually screen the industrial use from the adjacent residential areas located to the south and west.

7. There is no electric supplier currently providing permanent service to a structure on the property described herein. Property Owner does hereby express its preference that the City's municipally owned electric utility supply permanent electric service to the property shown on the attached Exhibit C. Property owner does hereby request, pursuant to Section 386.800 R.S.Mo., that the Board of Aldermen for the City enter into mandated good faith negotiations to determine which electric service supplier is best suited to serve the area to be annexed.

8. The Property Owner shall comply with all City ordinances.

9. This Agreement shall be binding upon the parties hereto, their successors, heirs, and assigns.

10. This Agreement contains all the agreements made between the City and the Property Owner. This Agreement may not be modified, waived, or terminated in any manner other than by an agreement in writing signed by the parties.

11. This Agreement shall be governed by and construed under the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

12. No provision of this Agreement shall 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.

PROPERTY OWNER

SEMO LAND DEVELOPMENT, LLC

By: _____
Chris Pike, member

CITY OF JACKSON, MISSOURI

By: _____
Mayor Dwain L. Hahs

ATTEST:

Angela Birk, City Clerk/Treasurer



IMPROVEMENT PLANS FOR
BRECK CONSTRUCTION-JACKSON TRAIL BUILDING

STRICKLAND
ENGINEERING

CIVIL - MECHANICAL - PLUMBING - ELECTRICAL ENGINEERING
LAND SURVEYING

JACKSON, MO
115 WEST MAIN STREET
JACKSON, MISSOURI 64301
TEL: 573-623-4080
FAX: 573-623-2791

DRAWING TITLE

SITE
PLAN

SCALE	1"=20'
DATE	8-27-24
DRAWN BY	DR
JOB No.	24-151
DRAWING NUMBER	1

CONSECUTIVE NUMBER	1
OF	1

REV	DESCRIPTION	DATE	REV	DESCRIPTION	DATE

STRICKLAND
ENGINEERING

CIVIL - MECHANICAL - PLUMBING - ELECTRICAL ENGINEERING
LAND SURVEYING

JACKSON, MO
115 WEST MAIN STREET
JACKSON, MISSOURI 64301
TEL: 573-623-4080
FAX: 573-623-2791

STRICKLAND
ENGINEERING

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