

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE
February 3, 2026
5:30 PM
CITY HALL
326 GRANT STREET
COUNCIL CHAMBERS

OLD BUSINESS

- **Consideration and approval of minutes from the previous meeting.**

CITIZENS PARTICIPATION

- **Jeff Meredith**

NEW BUSINESS

- **South Industrial Park Easement**
- **Consider and Discuss bids for annual asphalt contract**
- **Consider and Discuss bids for Route HH & Chapel Road Sidewalk Project**
- **Discuss proposed lot split at 1055 James St.**

OTHER BUSINESS

STAFF REPORTS

- **Josiah Bayless**
- **Traci Cox**

ADJOURNMENT

**PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL
417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI)
AT LEAST 24 HOURS PRIOR TO THE MEETING.**

POSTED: 02/02/2026
BY: Rachel Sutherland

PUBLIC WORKS COMMITTEE

Public Works Department 623 E 7th Carthage MO 64836
Tele: (417) 237-7010 Fax: (417) 237-7011

"America's Maple Leaf City"



DECEMBER 11, 2025, PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Derek Peterson, Ron Wells and Juan Topete

Staff Members present: Josiah Bayless, Director of Public Works and Rachel Sutherland, Public Works Administrative Assistant.

Chairperson Derek Peterson called the Public Works Committee meeting to order at 5:00 p.m.

Juan Topete made a motion to accept the minutes of the November 4, 2025, Committee meeting. All ayes, motion passed.

Citizens Present: Alan Snow

Citizen Participation:

New Business:

1. Discussion was made regarding accepting a third round of bids for the HH/Chapel Rd. Sidewalk project. This is an 80/20 TAP Grant. The Committee discussed all our options and decided it would be in our best interest to continue with the project and not risk losing the funding and taking a chance that material costs will greatly increase over time. Having the sidewalk in place could also potentially attract Developers to build more houses in this area. Ron Wells made a motion to open the bid process. All Ayes, motion carried.
2. Josiah explained the process for choosing an Engineer for the 3rd St. Bridge Project, which is a 90/10 Grant Federally Allocated Funds. MO Dot has a pre-approved list for Engineers, and we submit three names that we would like to choose from. Zanevan, who has proven themselves with City Projects and know the layout of The City very well, would be Josiah's pick for this project. All Ayes, motion carried.

Other Business:

Staff Reports:

- Josiah reported that The Street Dept has one vacant position and is looking for applications to fill the Maintenance 1 Tech position.
- A Change Order for an extension of time has been signed for the Airport Dr and Hazel Ave project. The Extension is until January 30th, 2026. No additional cost will be incurred. Blevins will lay asphalt on Tuesday.
- Chestnut St. Bridge is completed, and Blevins is ready to finish asphalt.
- Macon St. Box Culvert has been started and there are questions regarding the sewer main for the Center St box culvert that Josiah will discuss with CWEP.
- The sidewalks on Airport Dr are coming along.
- The traffic signal by Lowes has everything in place, new cabinet has been placed, and Josiah will inquire when the signal will have power.

Derek Peterson made a motion to adjourn the meeting at 5:27 p.m. All Ayes, motion carried.

TEMPORARY CONSTRUCTION EASEMENT CONVEYANCE

This Indenture, made this ____ day of _____, 2026 by and between **MERCY HEALTH SOUTHWEST MISSOURI/KANSAS COMMUNITIES**, party(s) of the first part (GRANTOR), and the **CITY OF CARTHAGE, a Missouri municipal corporation**, of the County of Jasper, in the State of Missouri, party of the second part (GRANTEE),
Mailing Address of Grantee: 326 Grant Street, Carthage, Missouri 64836.

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00), to them paid by the said second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described temporary construction easement in real estate and interests in real estate in the County of Jasper, State of Missouri, to wit:

**(See attached Exhibit "A" as property description and Exhibit "A-1" as property drawing)
(EASEMENT PARCEL)**

TO HAVE AND TO HOLD the same solely for the purpose of accessing construction site of street improvements according to the plans of the CITY OF CARTHAGE (the PROJECT), together with all and singular the non-exclusive rights, privileges, appurtenances, and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever. In no event shall GRANTEE have the right to store equipment or materials upon the EASEMENT PARCEL.

THIS TEMPORARY CONSTRUCTION EASEMENT WILL TERMINATE UPON THE EARLIER OF: (A) COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS; OR (B) TWO (2) YEARS FOLLOWING THE DAY AND YEAR FIRST WRITTEN ABOVE.

Notwithstanding the above, throughout the term of this temporary construction easement, GRANTOR and its agents, representatives, employees, invitees, lessees, successors and assigns shall continue to have access to, and be allowed to utilize for vehicular purposes, the EASEMENT PARCEL including without limitation both curb-cuts to Dr. Russell Smith Way. Furthermore, GRANTEE'S use of the EASEMENT PARCEL shall not block, inhibit or otherwise impede concurrent use of the EASEMENT

EXHIBIT A

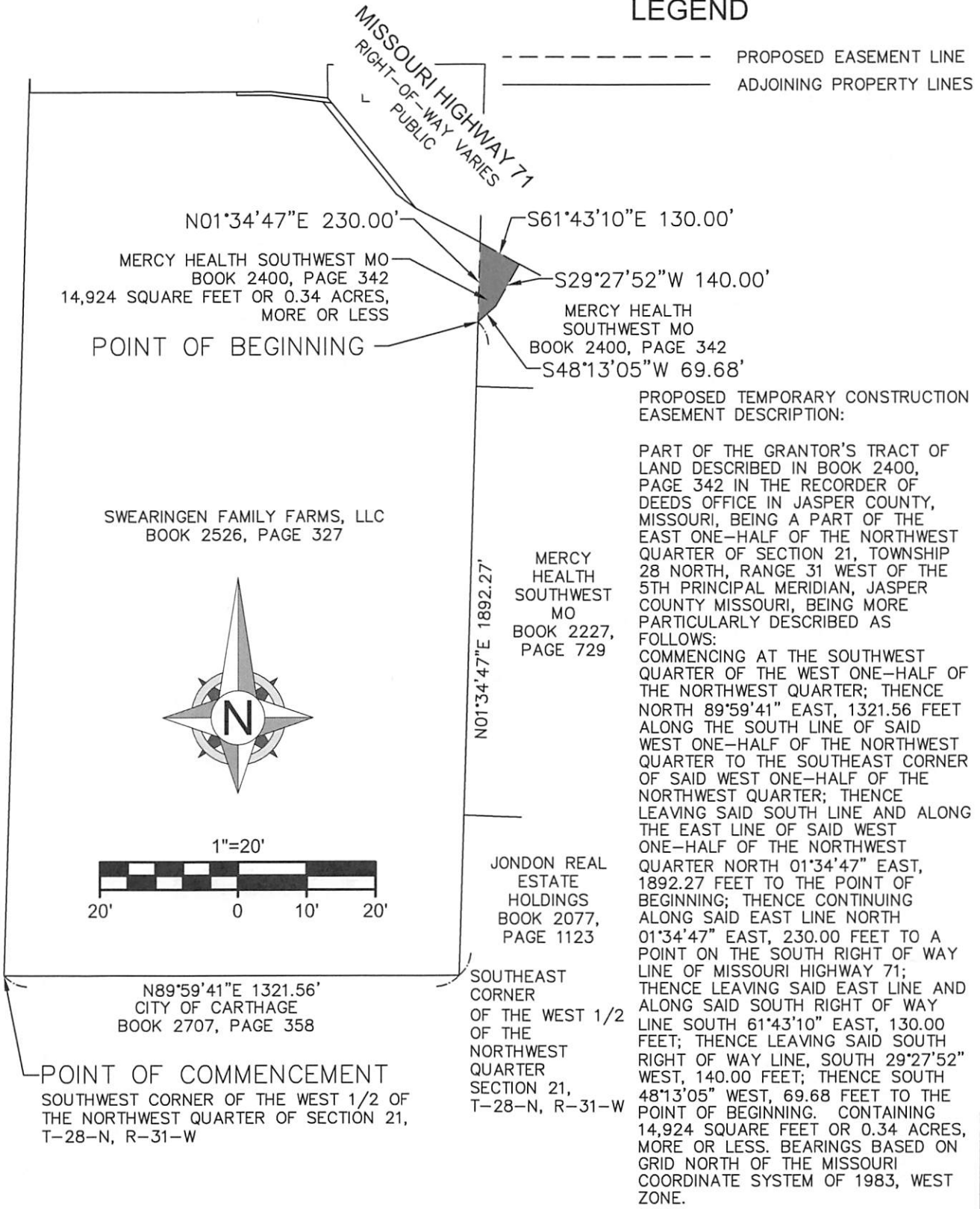
PART OF THE GRANTOR'S TRACT OF LAND DESCRIBED IN BOOK 2400, PAGE 342 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING A PART OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 28 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, JASPER COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST QUARTER OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER; THENCE NORTH $89^{\circ}59'41''$ EAST, 1321.56 FEET ALONG THE SOUTH LINE OF SAID WEST ONE-HALF OF THE NORTHWEST QUARTER TO THE SOUTHEAST CORNER OF SAID WEST ONE-HALF OF THE NORTHWEST QUARTER; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID WEST ONE-HALF OF THE NORTHWEST QUARTER NORTH $01^{\circ}34'47''$ EAST, 1892.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE NORTH $01^{\circ}34'47''$ EAST, 230.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI HIGHWAY 71; THENCE LEAVING SAID EAST LINE AND ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH $61^{\circ}43'10''$ EAST, 130.00 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH $29^{\circ}27'52''$ WEST, 140.00 FEET; THENCE SOUTH $48^{\circ}13'05''$ WEST, 69.68 FEET TO THE POINT OF BEGINNING. CONTAINING 14,924 SQUARE FEET OR 0.34 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

EXHIBIT A-1

LEGEND

- PROPOSED EASEMENT LINE
- ADJOINING PROPERTY LINES



PROPOSED TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

PART OF THE GRANTOR'S TRACT OF LAND DESCRIBED IN BOOK 2400, PAGE 342 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING A PART OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 28 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, JASPER COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHWEST QUARTER OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER; THENCE NORTH 89°59'41" EAST, 1321.56 FEET ALONG THE SOUTH LINE OF SAID WEST ONE-HALF OF THE NORTHWEST QUARTER TO THE SOUTHEAST CORNER OF SAID WEST ONE-HALF OF THE NORTHWEST QUARTER; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID WEST ONE-HALF OF THE NORTHWEST QUARTER NORTH 01°34'47" EAST, 1892.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE NORTH 01°34'47" EAST, 230.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI HIGHWAY 71; THENCE LEAVING SAID EAST LINE AND ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 61°43'10" EAST, 130.00 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 29°27'52" WEST, 140.00 FEET; THENCE SOUTH 48°13'05" WEST, 69.68 FEET TO THE POINT OF BEGINNING. CONTAINING 14,924 SQUARE FEET OR 0.34 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

PROJECT NUMBER: 25JO20087 DRAWING NUMBER: JOP-100-7876

811 E. Third Street
 Joplin, MO 64801
 417.782.7399
 COA# 00062

ZANEVAN ENGINEERING, LLC
PROPOSED TEMPORARY CONSTRUCTION EASEMENT EXHIBIT
 HIGHWAY 71, CARTHAGE, JASPER COUNTY, MISSOURI

DRAWN BY:
 TSR
 DATE:
 1/27/2025

ROAD EASEMENT AGREEMENT

This Road Easement Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 2026 (“Effective Date”), by and between **Swearingin Family Farms, LLC**, a Missouri limited liability company (“Grantor”), and the **City of Carthage, Missouri**, a Missouri municipal corporation (“Grantee”).

1. Grantor of Easement

Grantor hereby grants and conveys to Grantee a non-exclusive, perpetual easement for roadway purposes (“Easement”) over, across, and upon the real property owned by Grantor and more particularly described in **Exhibit A** attached hereto and incorporated by reference (“Easement Area”).

2. Purpose of Easement

The Easement is granted solely for the purpose of constructing, operating, using, maintaining, repairing, replacing, and reconstructing a public roadway and related improvements including , but not limited, to sidewalks, drainage, signage, utilities, landscaping, and lighting customarily associated with roadway construction.

3. Rights of Grantor

Grantor retains the right to have permanent access to the roadway at no more than four (4) access points which are approved by the Grantee and which meet City Code.

4. Construction Schedule

Grantee shall perform all construction in substantial accordance with the construction schedule attached hereto as **Exhibit B** (“Construction Schedule”). Time is of the essence with respect to all obligations set forth in this Agreement.

5. Costs and Expenses

Grantee shall be solely responsible for all costs and expenses associated with the Easement, including but not limited to surveying, engineering, permitting, construction, inspection, environmental compliance, maintenance, repair, recording fees, and any other costs arising from or related to the Easement or roadway improvements. Grantor shall bear no cost or financial obligation of any kind.

6. Substantial Completion Deadline and Liquidated Damages

Grantee shall substantially complete construction of the roadway improvements on or before December 31, 2026 (“Substantial Completion Deadline”).

If Grantee fails to achieve substantial completion by the Substantial Completion Deadline, Grantee shall pay Grantor liquidated damages in the amount of Ten Thousand Dollars and no/100ths (\$10,000.00) per month, or any portion thereof, for each month construction remains incomplete.

The parties acknowledge and agree that:

- Actual damages would be difficult to ascertain; and
- The liquidated damages constitute a reasonable estimate of Grantor’s damages and are not a penalty.

7. Final Completion and Automatic Reversion

Notwithstanding Section 6, if construction of the roadway is not fully completed on or before December 31, 2027 (“Final Completion Deadline”), then this Easement shall automatically terminate, and all rights granted to Grantee shall immediately revert to the Grantor without the necessity of notice, demand or further action.

Upon reversion:

- Grantee shall have no further right, title, or interest in the Easement Area; and
- Grantor may record an affidavit of termination to evidence such reversion.

8. Maintenance and Operation

Upon completion, Grantee shall be solely responsible for all maintenance, repair, and operation of the roadway and improvements with the Easement Area.

9. Annexation

A. Consent To Annexation. Grantor hereby irrevocably consents to the annexation of the Easement Area and the roadway corridor by the Grantee, including any further expansions, widenings, or realignments of the roadway within the Easement Area.

B. Annexation Trigger. Upon:

1. Completion of roadway construction and adoption of an annexation ordinance by the Grantee.

C. Easement Area. The Easement Area shall be deemed annexed into the municipal boundaries of the Grantee without further action or consent by the Grantor.

D. Covenant Running With the Land. This annexation consent is a covenant running with the land, binding upon Grantor and all successors, assigns, heirs, and transferees.

E. Cooperation. Grantor agrees to execute any additional documents reasonably required to effectuate annexation of the Easement Area.

10. Indemnification

Grantee shall indemnify, defend, and hold harmless Grantor from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees, arising out of or related to Grantee's use of the Easement or construction activities, except to the extent caused by Grantor's gross negligence or willful misconduct.

11. No Fee Title Conveyed

This Agreement conveys an easement interest only and does not transfer fee title or any ownership interest in the Easement Area.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

13. Recording

This Agreement shall be recorded in the land records of Jasper County, Missouri, at Grantee's sole expense.

14. Binding Effect

This Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

15. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between the parties regarding the Easement and may be amended only by a written instrument executed by both parties and recorded.

IN WITNESS WHEREOF, the parties have executed this Road Easement Agreement as of the date first written above.

GRANTOR:

SWEARENGIN FAMILY FARMS, LLC

By: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2026, before me, a Notary Public, personally appeared _____, known to be or satisfactorily proven to be the person who executed the foregoing instrument on behalf of Swearengin Family Farms, LLC.

Notary Public

My Commission Expires:

GRANTEE:

CITY OF CARTHAGE, MISSOURI
a Missouri municipal corporation

By: _____
Mayor David B. Flanigan

ATTEST:

By: _____
City Clerk, Miranda Deal

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this ____ day of _____, 2026, before me, a Notary Public, personally appeared the Mayor and City Clerk of the City of Carthage, Missouri, known to be or satisfactorily proven to be the person who executed the foregoing instrument on behalf of Swearengin Family Farms, LLC.

Notary Public

My Commission Expires:

Bid Sheet Minimum Requirements

Company Name: *Blevins Asphalt Const. Co., Inc.*

Price per Ton \$ *71.50/Ton*

Price per Sq Yd Full Street Milling \$ *2.75/SY*

Price per Sq Yd Edge Milling \$ *3.25/SY*

Price Per Sq Yd Tie-In Milling \$ *10.65/SY*

Total Bid Price \$ *N/A*

***Pricing includes mobilization and application of SS-1 tack coat prior to paving.*



Two handwritten signatures in blue ink are positioned below the logo. The signature on the left is more fluid and cursive, while the one on the right is more angular and blocky.

Bid Sheet Minimum Requirements

Company Name: Emery Sapp + Sons

Price per Ton \$ 87.50

Price per Sq Yd Full Street Milling \$ 2.75

Price per Sq Yd Edge Milling \$ 2.85

Price Per Sq Yd Tie-In Milling \$ 2.25

Total Bid Price \$ 223,653.80

Bid Sheet Minimum Requirements

Company Name: APAC Central, Inc.

Price per Ton \$ 86.95

Price per Sq Yd Full Street Milling \$ 3.15

Price per Sq Yd Edge Milling \$ 4.65

Price Per Sq Yd Tie-In Milling \$ N/A * included in Asphalt per ton

Total Bid Price \$ 309,498.00

* Traffic Control \$ 1,600.00 LS

* Traffic Signal Loops \$ 2,200.00 EA



2/02/2026



**CIVIL
ENGINEERING**

Project Management
Construction Plans
Permitting
Right of Way Negotiation
Utility Coordination
Project Specifications
Contract Documents
Agency Coordination

**CONSTRUCTION
ENGINEERING**

Bidding Services
Construction Inspection
Contract Administration
Project Documentation

**STRUCTURAL
ENGINEERING**

Highway Bridges
Forensic Investigations
Building Inspections
Residential Structures
Commercial Structures
Structure Rehabilitation

Zanevan Engineering, LLC
1221 Oak Street
Carthage, MO 64836
417.800.2500
www.zanevan.com

January 27, 2026

Josiah Bayless
Public Works Director
623 E. 7th Street
Carthage, Missouri 64836

RE: Letter of Recommendation
TAP-1601(705) – Rte. HH and Chapel Road Sidewalk – Carthage, MO

Dear Mr. Bayless:

The bids for the above referenced project have been reviewed and tabulated. It is the recommendation of this office to accept the low bid from KCI Construction of Springfield, Missouri in the amount of \$352,599.15.

A copy of the bid tabulation is attached for your review and approval.

Sincerely,

Zanevan Engineering, LLC

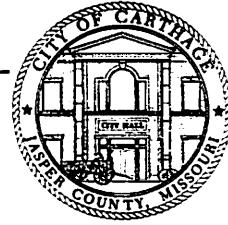
Jason Eckhart, PE
President/Owner

Cc:

Enclosure

ADMINISTRATIVE SUBDIVISION APPLICATION

(Complete and return to Public Works Department. Write 'n/a' if not applicable to the project)



Date: 12/09/2025 Filing Fee: \$200

Property Location: 1055 James Street, Carthage, Missouri

Name of Subdivision: Manley's Addition
(if applicable)

Request: Lot Split Lot Line Adjustment Lot Combination

Other: _____

Property Owner's Name: Mayra Elizabeth Morales Hernandez Telephone: (417) 356-6514

Mailing Address: 1055 James Street City: Carthage State: MO Zip: 64836

Email: mayramorales107@icloud.com

Applicant: Mayra Elizabeth Morales Hernandez Telephone: (417) 356-6514

Mailing Address: 1055 James Street City: Carthage State: MO Zip: 64836

Email: mayramorales107@icloud.com

Engineer's Name: OWN, Inc. Telephone: (417) 782-7399

Mailing Address: 811 East 3rd Street City: Joplin State: MO Zip: 64801

Email: gbowers@weareown.com

Surveyor's Name: Gregory B. Bowers Telephone: (417) 782-7399

Mailing Address: 811 East 3rd Street City: Joplin State: MO Zip: 64801

Email: gbowers@weareown.com

Project Description:

Lot Split Plat to divide approximately 50 feet off the west side of Lot 28 to convey to the property owner that owns the west 50 feet of the lot to the south (Lot 29).

Existing Zoning Classification of project site and adjacent properties:

Project site: District B

North District B

South District B

East District B

West District B

The following items shall be submitted with this application:

Lot Split SURVEY (Survey must be prepared by an engineer or land surveyor and include professional seal and signature)

- Property Boundaries of the existing parcel(s) with legal description(s)
- Property Boundaries of the proposed parcel(s) with legal description(s)
- Location of existing streets, easements and rights-of-way with all dimensions
- Location of all utilities
- Location of existing structures, fences, walls, etc.
- North Indicator, date of preparation and written scale

- Certificates required for the recording of the survey plat with the Jasper County Recorder's Office
- Any additional information as required by staff, such as copies of current covenants, conditions, and restrictions, in the case of land splits in recorded subdivisions.

Owner's Signature

Applicant's Signature

Office Use Only: Date Received: 1/22/26 Historic District: _____ Filing Fee: 200- (ch.# 87801)

Date for City Staff Review: _____ Date Application is Complete: _____

Public Works Committee Review Date: _____

ADMINISTRATIVE SUBDIVISION REVIEW PROCESS:

Property owners planning to adjust a property line or divide their property should contact the Public Works Department. Staff will explain the review process and provide the required form.

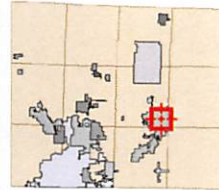
- Request Administrative Subdivision Application from Public Works Department
- Applicant completes application and returns it to the Public Works Department
- Public Works staff reviews the application and directs any concerns to the Applicant or designated representative
- When application is considered complete by staff, Administrative Subdivision request is placed on the next Public Works Committee Agenda
- Applicant is notified of the meeting date
- Public Works Committee conducts meeting and votes on recommendation to City Council regarding approval or denial of request
- On a recommendation for approval by the Committee, the request is placed on the next City Council meeting agenda
- Requests are subject to two council meetings

Note: Public Works Committee meets on the first Tuesday of each month.

City Council meets on the second and fourth Tuesday of each month.



Overview



Legend

— Local Roads

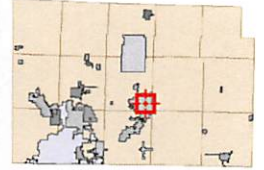
Parcel ID	14200330033018000	Alternate ID	03-252307-0000	Owner Address	HERNANDEZ MAYRA ELIZABETH MORALES ET/
Sec/Twp/Rng	3-28-31	Class	R		1055 JAMES ST
Property Address	1055 JAMES	Acreage	0.1722		CARTHAGE, MO 64836
District	137				
Brief Tax Description	MANLEY'S ADD LOT 28				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/28/2026
 Last Data Uploaded: 1/28/2026 1:38:44 AM

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 GEOSPATIAL



Overview



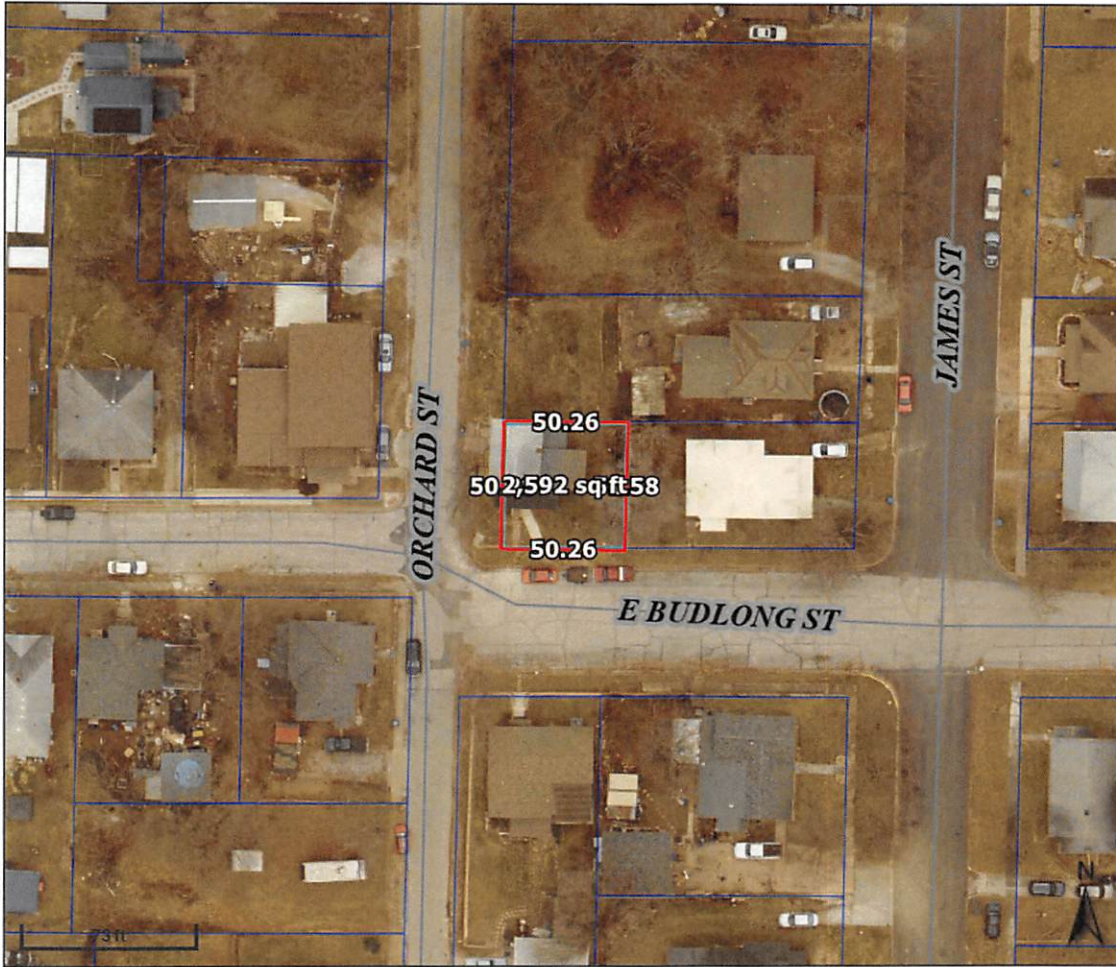
Legend

— Local Roads

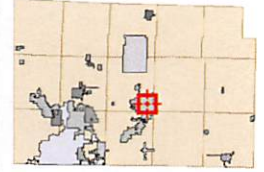
Parcel ID	14200330033018000	Alternate ID	03-252307-0000	Owner Address	HERNANDEZ MAYRA ELIZABETH MORALES ETAL
Sec/Twp/Rng	3-28-31	Class	R		1055 JAMES ST
Property Address	1055 JAMES	Acreage	0.1722		CARTHAGE, MO 64836
District	137				
Brief Tax Description	MANLEY'S ADD LOT 28				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 1/28/2026
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Overview



Legend

-  Parcels
-  Local Roads

Parcel ID	14200330033019000	Alternate ID	03-252309-0000	Owner Address	GOMEZ ALVARO RENE M & ELSA M MONZON
Sec/Twp/Rng	3-28-31	Class	R		619 E BUDLONG ST
Property Address	619 E BUDLONG	Acreage	0.0574		CARTHAGE, MO 64836
District	137				
Brief Tax Description	MANLEY'S ADD W 50' LOT 29				
	<i>(Note: Not to be used on legal documents)</i>				

Any split parcels recorded after the middle of May will not display until the next tax year.

Date created: 1/28/2026
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