



# City of Carthage, Missouri

## CITY COUNCIL

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February 10, 2026 - 6:30 PM  
CITY HALL COUNCIL CHAMBERS

### AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
  1. Approval of January 27, 2026 Minutes
6. **Presentations/Proclamations**
7. **Public Comments**

(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. **Reports of Standing Committees**
  1. Agendas and Minutes of Standing Committees
9. **Reports from Special Committees and Board Liaisons**
  1. Agendas and Minutes of Special Committees
10. **Report of the Mayor**
11. **Reports/Remarks of Councilmembers**

(During reports/remarks of councilmembers, members of the council may take this opportunity to report on meetings, make comments and/or express concerns regarding current issues impacting the city, or make announcements concerning topics of interest of the council.)
12. **Administrative Reports**
13. **Report of Claims Presented Against the City**
  1. Motion and a second to approve the Claims
14. **Public Hearings**
15. **Old Business**
  1. C.B. 26-02 -- An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Little League for non-exclusive use of the baseball fields at the Fair Acres Sports Complex during the summer of 2026, in the City of Carthage, Missouri.
16. **New Business**

1. C.B. 26-03 -- An Ordinance authorizing a special use permit for the operation of a Day Care Center located on the Northeast corner of River Street and Airport Drive as requested by Kellen and Victoria Bounous, in the City of Carthage, Missouri.
2. C.B. 26-04 -- An Ordinance amending the Carthage Municipal Code to establish a residency requirement for City Council Members within the district they represent
3. C.B. 26-05 -- An Ordinance authorizing the Mayor to enter into a Road Easement Agreement with Swearingen Family Farms, LLC, for the purpose of constructing a road into the Economic Development Park
4. C.B. 26-06 -- An Ordinance authorizing the Mayor to enter into an agreement with Mercy Health Southwest Missouri/Kansas Communities for a Temporary Construction Easement, for the purpose of constructing a road in the Economic Development Park
5. C.B. 26-07 -- An Ordinance authorizing the Mayor to enter into a contract with Blevins Asphalt Construction Co., Inc. for the Annual Asphalt Paving Contract for fiscal year 2025-2026 in the City of Carthage, Jasper County, Missouri (\$71.50 per ton of asphalt), in the City of Carthage, Missouri.

**17. Mayor's Appointments**

**18. Resolutions**

1. Resolution 2112 -- A Resolution authorizing a budget adjustment to the Public Safety Fund for Fiscal Year 2025-2026 for a line-item adjustment to Capital Outlay Police Department for payment to Axon for tasers and body cameras

**19. Closing Comments**

**20. Executive Session**

1. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEASING, PURCHASE OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.
2. **CLOSED SESSION:** ACCORDING TO SECTION 610.021 (1), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS LEGAL ACTIONS, CAUSES OF ACTION OR LITIGATION INVOLVING A PUBLIC GOVERNMENTAL BODY OR ITS REPRESENTATIVES AND ITS ATTORNEYS.

**21. Adjournment**

1. Additional Packet Correspondence

**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 MEETING**



# City of Carthage, Missouri

## CITY COUNCIL

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January 27, 2026 – 6:30 PM  
CITY HALL COUNCIL CHAMBERS

### MINUTES

The Carthage City Council met in regular session on the above date in Council Chambers at 6:30 PM with Mayor David B. Flanigan presiding. Fire Chief Jason Martin gave the invocation. Police Chief Chad Dininger led the Pledge of Allegiance.

The following Council Members answered roll call: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Council Members Genaro Cifuentes and David Thorn were absent. City Attorney Jon Gold and City Administrator Traci Cox were also present.

The following Department Heads were present: Police Chief Chad Dininger, Fire Chief Jason Martin, Public Works Director Josiah Bayless, Parks and Recreation Director Richard Bonine, and City Clerk Miranda Deal.

Ms. Kang made a motion, seconded by Mr. Peterson, to approve the minutes of the January 13, 2026 regular Council meeting minutes. Motion carried.

There were no public comments.

Mr. Snow reported that the Budget Ways and Means Committee is between meetings. The next meeting is scheduled for February 9<sup>th</sup> at 5:30 pm.

Mr. Peterson reported that the Committee on Insurance, Audit and Claims met on this day and approved the claims. The committee discussed the dental insurance renewal with Delta Dental, this insurance is 100% paid for by the employees. Mr. Peterson made a motion, seconded by Mr. Wells, to approve the Delta Dental insurance renewal with no increase for next year. Motion carried. Rebecca Baker with KPM CPA's was present to discuss the 2025 audit. The issued an unmodified, clean opinion, which is the best you can get. There was no findings of noncompliance with the single audit and she spoke highly of the staff involved in getting documents and reports for the auditors. Mr. Peterson made a motion, seconded by Mr. Snow, to approve the audit for the year ending June 30, 2025. Motion carried. The next meeting is scheduled for February 10<sup>th</sup> at 5:30 pm.

Mr. Snow reported that the Public Safety Committee met January 26<sup>th</sup>. Meagan Milliken was present from CWEP to discuss the Tower to Tower 5K that is in May. There are no road closures needed, the police department will be helping to monitor the traffic during the event. They discussed the MODOT HMV mini grant that will pay for officer overtime during certain campaigns throughout the year, this appears in Resolution 2109. They discussed Resolution 2110 which is another grant from the State to purchase two flock

cameras. Resolution 2111 is for the decommissioning of 5 police vehicles and 1 taxi vehicle. The next meeting is scheduled to fall on a holiday, so it will most likely be held the following Monday on February 23<sup>rd</sup> at 5:30 pm.

Ms. Schramm reported that the Public Services Committee met January 20<sup>th</sup>. The youth fair board asked for permission to have 4 decaying trees cut down at no cost to the city where they are building the new poultry barn. They discussed and approved the Carthage Little League contract which appears in Council Bill 26-02. Cory Kerbs introduced his new assistant at the golf course, Ethan Sage. The December golf rounds were up due to the nicer weather and the pro shop is having an end of season closeout sale to try and move some of the product. Angie Judd reported that the handmade market is going through March at Memorial Hall. Melissa Little reported that one of the employees at the Civil War Museum had put in their notice and she will be doing interviews to find a replacement. She will also be appearing on living well to discuss future events in Carthage, the Red White and Boom planning has started, and she presented website analytics to the committee. The next meeting is scheduled for February 17<sup>th</sup> at 5:30 pm.

Mr. Peterson reported that the Public Works Committee is between meetings. The next meeting is scheduled for February 3<sup>rd</sup> at 5:30 pm.

Special Committee and Board Liaison reports were given by Ms. Schramm for Vision Carthage, Mr. Wells for the Jasper County Commission, Mr. Peterson for Planning, Zoning, and Historic Preservation, Mr. Perkins for CWEP, and Ms. Kang reported on the new Downtown Merchants group.

Mayor Flanigan reported that he met with Jimmy Morris, the new Eastern District Commissioner, He attended the CEDC, CWEP, P&Z, and Police and Fire Pension meetings. He also attended the MODOT Community Forum on the Central Avenue upgrades that will start this summer. He thanked the Street department, and the Police and Fire employees for all of their hard work in the recent snow.

During Remarks from Council Members, many Council Members extended their appreciation to the street department for helping get roads plowed, Ms. Kang reported that she also attended the CWEP meeting and the MODOT forum. Mr. Snow thanked Jimmy Morris for attending the Council meeting and said he is the first commissioner he has seen at the City's Council meetings, he also reported that Jim Swatsenbarg had passed away. Jim was involved in many things with the City of Carthage and made a big impact in the community. Ms. Schramm reported that she attended the CWEP meeting, and the MODOT forum. She recently toured Quality Inn with Melissa Little to see the changes the new owners have made and met with the new manager who has been working with the Police Department to keep the hotel safe and crime free. She thanked Julie Reams for the AI meeting which helped show small businesses how they can use AI to help run their business. Mr. Wells thanked Jimmy Morris for coming, and asked if it would be possible to somehow get people to not park on the roads during

snow storms so the plows can clear the streets better without needing to go around vehicles parked on the curb.

Public Works Director Josiah Bayless reported that leaf removal will wrap up once the snow is gone. The street department had very little issues with this snow storm and removing the snow from the roads and square with the new sidewalks and bump outs. He will be also attending the levee district #1 meeting next week just so there is a representative from the City in attendance. He reported that the stop light at Fir Road and Garrison is flashing red on all sides due to a MODOT requirement. They require the light to flash red for 14 days to make travelers more aware that there is a light there. Once the 14 days are up, the East to West Traffic on Fir Road will be a flashing yellow most times. He also reported that the Central Avenue construction is going to be from Garrison out to the Interstate and that MODOT has agreed to start construction on the west end by the Interstate, to help keep construction to a minimum near Garrison where all the Route 66 travelers will be passing through this year for the Centennial of the Route.

Parks and Recreation Director Richard Bonine reported that the weekends Memorial Hall events were able to be rescheduled due to the snow, the winterization of the parks has gone well. He thanked Chad Carney, his Parks Superintendent for all the hard work he has been doing. The golf course is slowing down due to cold weather, and his crews are mainly working on indoor repairs and preparing for Spring projects.

Fire Chief Jason Martin reported that he has some guys in winter fire school, and they are also doing in house instructor courses. They have a high school student who has committed to attending Fire 1&2 classes in Webb City and will be a certified firefighter when he graduates high school, he will come to work for the department after serving in the military. Chief Martin hopes to host a weather spotter class soon, but is waiting to hear back on potential dates. The department has ordered the storm siren batteries and will have to manually replace them in the sirens once they are received.

Police Chief Chad Dininger reported that they hired one experienced officer recently who will be a great asset to the department. They also performed interviews for the Training Lieutenant, and there will be an announcement once they decide who will fill that position.

City Administrator Traci Cox reported that in February, department heads will be reporting their capital budget requests to their committees and encouraged the council members to make sure they are in attendance and to ask questions if they feel compelled to do so. As far as the parking off the street during snow, the Public Information Officer can put something out on social media the next time there is a snow event. She also thanked Mr. Bayless and his crew for the snow removal and thanked City Hall staff for all of their hard work they put in during the audit.

The Committee on Claims filed a report in the amount of \$498,685.23 against the following funds: General Revenue \$67,515.22, Public Health \$3,834.99, Lodging

\$2,858.00, Public Safety \$1,100.00, Parks/Stormwater \$11,509.11, Fire Protection \$3,574.45 Golf \$35,891.21, Capital Improvements \$89,187.88, Parks and Recreation \$7,031.21, Myers Park \$4,096.50, and Payroll \$272,086.66. Mr. Peterson made a motion, seconded by Mr. Wells, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 26-01 – An Ordinance amending the Annual Operating and Capital Budget of the City of Carthage for Fiscal Year 2025-2026 for specified funds (General Revenue Fund and Civic Enhancement Fund) was placed on second reading followed by a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 26-01.

Under New Business, C.B. 26-02 -- An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Little League for non-exclusive use of the baseball fields at the Fair Acres Sports Complex during the summer of 2026, in the City of Carthage, Missouri was placed on first reading with no action taken.

During Mayor's Appointments, Ms. Schramm made a motion, seconded by Mr. Snow, to approve the Mayor's Appointment of Eric Miller and Angie Judd to the Care Leave Committee until August 2026, and the reappointment of Morgan Hough to the Care Leave Committee until December 2027. Motion carried.

Under Resolutions, Mr. Snow made a motion, seconded by Mr. Topete, to approve Resolution 2109 -- A Resolution authorizing the Mayor to accept the Missouri Department of Transportation Hazardous Moving Violations Mini Grant for the Carthage Police Department. Resolution 2109 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells.

Mr. Snow made a motion, seconded by Mr. Topete, to approve Resolution 2110 -- A Resolution authorizing the Mayor to accept the Missouri Department of Public Safety Local Violent Crime Prevention Grant for the Carthage Police Department. Resolution 2110 failed after a roll call vote of 5 yeas 2 nays and 1 abstaining. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Alan Snow. Nays: Jana Schramm and Ron Wells. Abstain: Beth Kang

There were many discussions on the flock cameras that would be purchased using this grant, pros and cons were discussed along with safety concerns.

Mr. Snow made a motion, seconded by Mr. Topete, to approve Resolution 2111 -- A Resolution approving the declaration as surplus to the City's needs and authorizing the disposition of certain Police Department vehicles. Resolution 2110 was adopted after a roll call vote of 8 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells.

During closing comments, Mayor Flanigan thanked Jimmy Morris for attending, Mr. Perkins voiced his opinion on Resolution 2110 and the use of flock cameras. Mr. Snow voiced his disappointment with the vote results of Resolution 2110 and hopes that the failure of the vote for that grant doesn't affect future grants. Ms. Schramm talked about the abuse of flock cameras nationally, Ms. Kang said she would like to see the policy that will be in place prior to voting to approve the cameras. Mr. Wells mentioned flock cameras and if the public knows about the ones currently out there. Mr. Topete thanked everyone for their views on the flock cameras and said that it is up to them as a council to have trust in their police department and the policies they create for their employees to follow. Mr. West also voiced his disappointment for the vote and said the cameras are not monitored 24/7, if there is no reason to access it and look up a vehicle, then the images won't be viewed and delete after 30 days.

Mr. West made a motion, seconded by Mr. Snow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:18 pm.

POLICE AND FIRE PENSION COMMITTEE  
Tuesday, January 27, 2026  
11:30 A. M.  
City Hall Upstairs Conference Room  
Agenda

Old Business

1. Accept the minutes from the previous meeting

New Business

1. Quarterly Report on Investments – Phil Michaud UMB
2. Training Session

Other Business

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 MEETING.)

Posted \_\_\_\_\_

Carthage Police/Fire Pension Meeting

1.27.26

Committee Members in attendance: Jason Martin, Jeff Pinnell and Chad Dininger (Jodee Roughton absent)

Also in attendance were Miranda Deal, Tymon Bay, Philip Michaud with UMB, Mike Zeiter, and Mayor Flanigan.

- A motion was made by Dininger to accept the minutes from the previous meeting. Martin seconded the motion, and it passed unanimously.
- Quarterly report from Phil.
  - Modifications to the policy were made that were discussed at the previous meeting.
  - Total market value of the plan is \$12,647,335. The plan slightly underperformed over the last YTD at 12.62% where the plan's benchmark was at 12.97%.
  - Overall, the plan has performed well.
  - Market forecast to level out with GDP to lower back to around a normal 2% after overperformance in 2025. Unemployment is forecasted to stay the same (4.3-4.5%). Increased confidence that inflation will continue to moderate.
  - Positive outlook for overall market performance.
- The training topic for the meeting was how the global market (current issues with Japan's market) affects the US market. Next training topic: Fed reserve mandates, what to they control, etc.
- Dininger made a motion to adjourn, and it was seconded by Pinnell. Motion passed unanimously.

Jeff Pinnell



City of Carthage, Missouri  
**COMMITTEE ON  
INSURANCE/AUDIT AND CLAIMS**

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January 27, 2026 - 5:30 PM  
CITY HALL COUNCIL CHAMBERS

**AGENDA**

- 1. Call to Order**
- 2. Old Business**
  1. Approval of January 13, 2026 Minutes
  2. Review & Approval of the Claims Report
- 3. Citizens Participation**  
(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
  1. Consider and discuss Delta Dental insurance renewal for the City of Carthage employees
  2. Audit Presentation - Rebecca Baker - KPM CPA's & Advisors  
The audit can be viewed by clicking this link : [City of Carthage Audit - 2025](#)
  3. Staff Reports
- 5. 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 MEETING**



City of Carthage, Missouri  
**COMMITTEE ON  
INSURANCE/AUDIT AND CLAIMS**

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January 27, 2026 - 5:30 PM  
CITY HALL COUNCIL CHAMBERS

**MINUTES**

**1. Call to Order**

**MEMBERS PRESENT:** Derek Peterson, Ron Wells, Beth Kang

**MEMBERS ABSENT:** Genaro Cifuentes

**OTHER COUNCIL MEMBERS:** Mayor David B. Flanigan

**STAFF PRESENT:** City Administrator Traci Cox, City Clerk Miranda Deal, and IT Administrator Michael Keith

Chair Derek Peterson called the meeting to order at 05:30 PM.

**2. Old Business**

1. Approval of January 13, 2026 Minutes

**ACTION:** Motion to accept/approve item 2.1. by Ron Wells;  
Motion passed with a 3:0

**AYES:** Derek Peterson, Ron Wells, Beth Kang

2. Review & Approval of the Claims Report

**ACTION:** Motion to accept/approve item 2.2. by Beth Kang;  
Motion passed with a 3:0

**AYES:** Derek Peterson, Ron Wells, Beth Kang

**3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

**4. New Business**

1. Consider and discuss Delta Dental insurance renewal for the City of Carthage employees

Ms. Cox reported that the dental insurance renewal date is March 1, the dental is 100% covered by the employees and there is no rate increase for this year.

**ACTION:** Motion to keep delta dental as dental insurance provider by Ron Wells;

Motion passed with a 3:0

**AYES:** Derek Peterson, Ron Wells, Beth Kang

2. **Audit Presentation - Rebecca Baker - KPM CPA's & Advisors**  
The audit can be viewed by clicking this link : [City of Carthage Audit - 2025](#)  
Rebecca Baker with KPM CPA's and Advisors was present to go over the 2025 audit results. they gave the City an unmodified or clean opinion on the financial statements which is the best opinion you can get. She reviewed the major funds and the fund balances, along with the other funds that the City has. In the General Revenue Fund, the reserves are sitting around 65% meaning that if there were no revenues received, the City could fund operations for roughly 6-7 months. They also had to perform a single audit due to the City receiving more than \$750,000 in federal funds. There were no findings of noncompliance found in the single audit and Rebecca stated she would help Ms. Cox submit the single audit to the federal government showing there were no findings of noncompliance. She also reviewed the new GASB pronouncements that may change some of the reporting the City will have to follow.
3. **Staff Reports**  
Ms. Deal reported that the budget process has started and that department heads will be presenting their capital requests to their committees in the month of February. Ms. Cox reported that her and the Mayor have been meeting with department heads to discuss some of the larger ongoing projects at their departments and what the future of those projects looks like.

**5. Adjournment**

<b>ACTION:</b>	Motion to Adjourn at 06:02 PM by Ron Wells
	Motion passed with a 3:0
<b>AYES:</b>	Derek Peterson, Ron Wells, Beth Kang



# AGENDA

Planning, Zoning, and Historic Preservation Commission

Monday, February 2, 2026 5:30 pm

City Hall Chambers

326 Grant St. / Carthage MO 64836

## Call to Order

**Minutes of Previous Meeting:** Monday, January 5, 2026

## Public Participation

Each person who wishes to address the commission must put their name and address on the sign-up sheet and shall state their name prior to speaking. Each person is limited to two (2) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer further questions by the commission or the chair.

## Public Hearing

1. To consider a request for a Certificate of Appropriateness for the placement of exterior signage on property located at 122 Grant St.
2. To consider a request for a Certificate of Appropriateness for a new parking area for the library on property located on the NE corner of 7th Street and Maple Street.
3. To consider a request for a Certificate of Appropriateness for the placement of exterior signage on property located at 119 E 3rd St.

## Staff Report

### New Business

### Old Business

1. Select a Secretary
2. Discuss Historic District Guidelines

**Next Meeting:** Monday, March 2, 2026

## Adjourn

### Commission Members

<b>Voting Members:</b>	Chairman	Joshua Anderson	1205 S Main	417-793-2196
	Vice Chairman / Secretary	Philip Brown	2533 Theo	417-793-8065
	Member	Robyn Peterson	1131 Grand Ave	417-439-5694
	Member	Torie Bounous	12522 Dogwood Road	417-310-0124
	Member	Rick Stuart	1118 Belle Aire	816-804-2933
	Member	Vacant	Vacant	Vacant
	Member	Matt Smith	1022 E Chestnut	417-437-2281

<b>Non-Voting Members:</b>	Mayor	Bren Flanigan	City Hall	417-237-7003
	City Administrator	Traci Cox	City Hall	417-237-7003
	Councilmember	Derek Peterson	1141 Sheila Ann Drive	417-674-0144

<b>Staff:</b>	Public Works Director	Josiah Bayless	Public Works Department	417-237-7010
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**Planning, Zoning, and Historic Preservation Commission**  
**Minutes**  
**Monday, February 2, 2026**

**Call to Order**

The meeting was called to order by Josh Anderson at 5:30 in the Carthage City Hall Council Chambers.

**Members in Attendance**

Josh Anderson (Chairman), Philip Brown, Robyn Peterson, Torie Bounous, Rick Stuart, Matt Smith

**Staff and Council in Attendance**

Mayor Bren Flanagan, City Administrator Traci Cox, Public Works Director Josiah Bayless, Public Works Administrator Julie Tilley, Commission Secretary Donna Anderson

**Absent**

Councilman Derek Peterson

**Minutes of Previous Meeting**

Rick Stuart moved the minutes of the January 5, 2026 meeting be approved. Matt Smith seconded the motion. The motion carried.

**Old Business**

Josh Anderson moved that the order of the meeting be amended so that the selection of a secretary would be the first item of business. Rick Stuart seconded the motion. The motion carried.

Josh Anderson presented Donna Anderson as the candidate for secretary.

Josh Anderson moved for the appointment of Donna Anderson. Matt Smith seconded the motion. The motion carried.

**Public Participation and Hearing**

*To consider a request for a Certificate of Appropriateness for the placement of exterior signage on property located at 122 Grant St.*

Lora Phelps from the McCune Brooks Foundation presented a request for 2 exterior signs at the Kolpin Family Pavilion

- 1) A black and white lighted pole sign on the northwest corner of the property
- 2) 10 inch plastic lettering on the east and west face peaks of the pavilion

Rick Stuart made a motion approving the request. Philip Brown seconded the motion. Josh Anderson and Robyn Peterson abstained. The motion carried.

*To consider a request for a Certificate of Appropriateness for a new parking area for the library on property located on the NE corner of 7th Street and Maple Street.*

Gary Cole and Lee Saylor presented a request from the library board to build a 21 space parking lot on the corner of 7th and Maple streets. Two trees will be cut down. The lot will be landscaped and 4 trees will be planted to replace those that were removed. There will be an in and out drive on Maple St.

A discussion was held on the placement of the crosswalk. The current plan calls for the crosswalk to be at the corner whereas the natural placement appears to be the middle of the block. Safety concerns were discussed. Torie Bounous suggested adding a speed bump to improve safety. Sally Stuart noted that she had been approached with concerns about trees being cut down.

Rick Stuart made a motion to approve the request. Robyn Peterson seconded the motion. Josh Anderson abstained. The motion carried.

*To consider a request for a Certificate of Appropriateness for the placement of exterior signage on property located at 119 E 3rd.*

This request concerns placing a sign at the Sarahendipity location.

Philip Brown moved for approval of the request. Matt Smith seconded the motion.

Rick Stuart abstained. The motion carried.

Rick Stuart stated it was the intention to have a painter come and repaint the Carthage ghost sign that was uncovered. Discussion about what could be done with ghost signs followed and it was concluded that while these signs couldn't be destroyed, repair and enhancement was allowed.

### **Staff Reports**

Public Works Director Josiah Bayless gave an update on activity within his department.

Mayor Bren Flanagan pointed out that the Library parking lot crosswalk should be considered from various points of view including that of a lawyer. There is the public mindset that stepping into a crosswalk keeps you safe.

### **Old Business**

Discussion of the Historic Guidelines continued with signage. Julie Tilley pointed out the size requirements for signage in the guidelines was based on a ratio factor of the square footage of the first floor facade of a building in the commercial district. This tends to keep the signs at a very small size. She suggested that the commission may need to review the wording for sign requirements as to make them more workable. Josh Anderson suggested that he and Julie would do more review of the signage requirements and the commission could dive into this at the next work session.

When questioned about how the Public Works Department was feeling about the new historic guidelines, Julie Tilley responded by saying there was certainly value in the guidelines but enforcement might be the challenge.

Councilman David Thorn contributed that he felt the new guidelines should

not overly encroach on the rights of property owners in the historic district.

**Work Session**

Thursday, February 19, 2026

**Next Meeting**

Monday, March 2, 2026

**Adjournment**

Philip Brown moved the meeting be adjourned. The motion was seconded by Rick Stuart. The motion carried. The meeting adjourned at 6:23.

**--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 7<sup>th</sup> Carthage MO 64836  
Tele: (417) 237-7010 Fax: (417) 237-7011

*"America's Maple Leaf City"*



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## 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 3<sup>rd</sup> 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 30<sup>th</sup>, 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.

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## **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



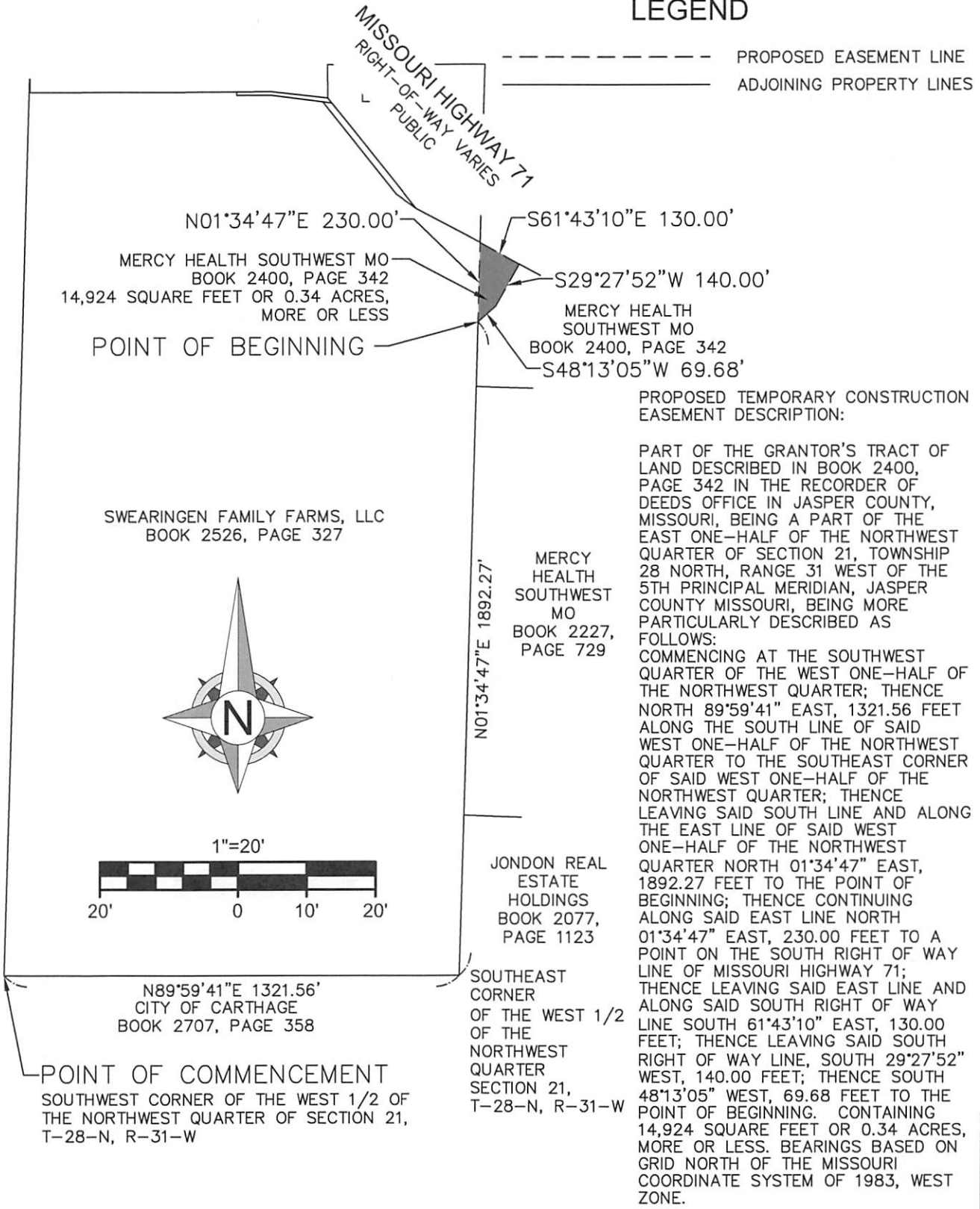
EXHIBIT A

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°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.

**LEGEND**

- PROPOSED EASEMENT LINE
- ADJOINING PROPERTY LINES



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. 7<sup>th</sup> 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

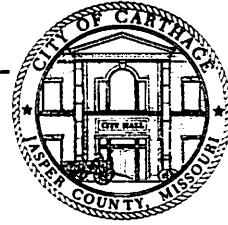
Cc:

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

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

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Date for City Staff Review: \_\_\_\_\_      Date Application is Complete: \_\_\_\_\_

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Public Works Committee Review Date: \_\_\_\_\_

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## **ADMINISTRATIVE SUBDIVISION REVIEW PROCESS:**

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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.

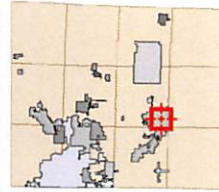
- Request Administrative Subdivision Application from Public Works Department
- Applicant completes application and returns it to the Public Works Department
- Public Works staff reviews the application and directs any concerns to the Applicant or designated representative
- When application is considered 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

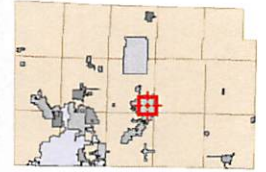
Parcel ID	14200330033018000	Alternate ID	03-252307-0000	Owner Address	HERNANDEZ MAYRA ELIZABETH MORALES ET/
Sec/Twp/Rng	3-28-31	Class	R		1055 JAMES ST
Property Address	1055 JAMES	Acreage	0.1722		CARTHAGE, MO 64836
District	137				
Brief Tax Description	MANLEY'S ADD LOT 28				
	<i>(Note: Not to be used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

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

Developed by  **SCHNEIDER**  
 GEOSPATIAL



Overview



Legend

— Local Roads

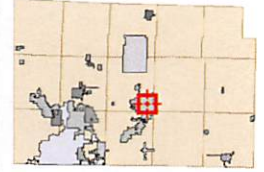
Parcel ID	14200330033018000	Alternate ID	03-252307-0000	Owner Address	HERNANDEZ MAYRA ELIZABETH MORALES ETAL
Sec/Twp/Rng	3-28-31	Class	R		1055 JAMES ST
Property Address	1055 JAMES	Acreage	0.1722		CARTHAGE, MO 64836
District	137				
Brief Tax Description	MANLEY'S ADD LOT 28				
	<i>(Note: Not to be used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

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

Developed by  **SCHNEIDER**  
 GEOSPATIAL



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

Developed by  **SCHNEIDER**  
 GEOSPATIAL

# PUBLIC WORKS COMMITTEE

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

*"America's Maple Leaf City"*



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## FEBRUARY 3, 2026, PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: Ron Wells, Jack David Thorn, and Juan Topete

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

Vice-Chairperson Ron Wells called the Public Works Committee meeting to order at 5:30 p.m.

Juan Topete made a motion to accept the minutes of the December 11, 2025, Committee meeting. All ayes, motion passed.

Citizens Present: Jeff Meredith, Bren Flanigan, and Jana Schramm

### Citizen Participation:

1. Jeff Meredith talked about the South Industrial Park Easement between Swearingen Family Farm, Mercy Health Southwest and The City of Carthage, to connect to the 3-lane paved road. The Easement and new road would benefit The City in bringing new business to town.

### New Business:

1. Discussion was made regarding the Easement Conveyance with Mercy, David Thorn made a motion to forward to City Council, all ayes, motion carried.
2. Discussion was made regarding the Easement Conveyance with Swearingen Family Farm, Juan Topete made a motion to forward to City Council, all ayes, motion carried.
3. Josiah informed the Committee regarding bids received for the annual asphalt contract. Three companies submitted bids: Blevins @ \$71.50 per ton, Emery Sapp @ \$87.50 per ton, and APAC @ \$86.95 per ton. All of these prices were bid with full mill pricing. Josiah made a recommendation to accept the bid from Blevins. Juan Topete made a motion to accept the Blevins bid, all ayes, motion carried.
4. Josiah discussed the third round of bids received for Route HH & Chapel Road Sidewalk Project. The lowest bid received was \$352,599.15 and the budgeted amount is \$289,000.00 leaving a deficit of approximately \$64,000.00. Two possibilities are to either modify the project to have less cost or discuss with Carthage School Dist. about paying the deficit. Schuber Mitchell does have plans to build 55 more homes near the CIC, and the sidewalk would connect from the CIC to those neighborhoods. Juan Topete made a motion to table the project until Josiah has a chance to talk with the school. All Ayes, motion passed.
5. The lot split at 1055 James was requested so that the owner of the house at the corner of Orchard St., and E Budlong St. would have a backyard. The Public Works Office Staff recommends denying the request and recommend the owner requests a Variance, because it would create a substandard lot which is less than 6,000 sq ft, which is against City Code.

### Staff Reports:

- Josiah reported that the HH/Garrison Signal goes into operation 2/5/2026.
  - Airport/Hazel project awaiting final inspection.
  - Airport/Fairview Sidewalk project had delays due to weather but hope to pour concrete on Thursday.
  - Macon St. Box Culvert and Center St. concrete is about cured so Elements Construction can move on with the projects.
  - Taylor Gammill with MoDot has given the go ahead for the 3<sup>rd</sup> St. Bridge work to begin.
  - The city is in talks for the County and City Road Maintenance Agreement
- 
- Traci reported that she is working on the Budget.

Juan Topete made a motion to adjourn the meeting at 6:18 p.m. All Ayes, motion carried.



# City of Carthage, Missouri

## TREE BOARD

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February 3, 2026 - 4:30 PM  
Parks & Recreation Office  
521 Robert Ellis Young Drive  
Carthage, MO 64836

### AGENDA

**1. Old Business**

1. Approval of previous minutes.

**2. Citizens Participation**

(Citizens wishing to address the Board should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call the Parks & Recreation office at 417-237-7035.)

**3. New Business**

1. Consider and discuss Grand Street tree project.
2. Consider and discuss Arbor Day 2026.

**4. Staff Reports**

**5. Other Business**

**6. 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 MEETING**

**COUNCIL BILL NO. 26-02**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into an Agreement with Carthage Little League for non-exclusive use of the baseball fields at the Fair Acres Sports Complex during the summer of 2026, in the City of Carthage, Missouri.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,  
JASPER COUNTY, MISSOURI** as follows:

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Carthage Little League for non-exclusive use of the baseball fields at the Fair Acres Sports Complex during the summer of 2026 as outlined in the agreement, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

**SECTION II:** This ordinance shall take effect and be in force from and after its passage and approval.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**Sponsored by: Public Services Committee**

## 2026 CARTHAGE LITTLE LEAGUE AGREEMENT

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Carthage, Jasper County, Missouri, and the Carthage Little League, a Missouri not-for-profit corporation, hereinafter referred to as "Little League".

WITNESSETH:

### RECITALS

Whereas, the City of Carthage has responsibility for the maintenance of the Parks within the City of Carthage, and

Whereas, a portion of the Fair Acres Sports Complex was developed for Little League and softball purposes and,

Whereas, Little League offers a baseball program with the principles of directing its team members toward the maximum development of their talents and abilities and,

Whereas, the Little League Baseball program strives to instill in young baseball players an understanding and appreciation of such concepts as high self-esteem, personal accountability, constructive self-motivation, goal setting, and goal achievement as these ideas relate to their success in training and in competition, and

Whereas, Little League and the City of Carthage desire to make provision for the continuance of the quality baseball programs that have existed, and

Whereas, in order for there to be an orderly relationship between the City of Carthage and Little League, the parties hereto desire to formally express their goals and objectives.

### COVENANTS

NOW, THEREFORE, in consideration of the promises set forth herein it is agreed as follows:

That the City of Carthage hereby grants to Little League a non-exclusive privilege to utilize the Baseball Fields at the Youth Baseball Complex at Fair Acres Sports Complex for a Baseball Program to run Monday-Fridays, excluding weekends, from March 1<sup>st</sup> through July 31<sup>st</sup>, 2026, which shall include one (1) tournament. The City retains the right to schedule the fields for any additional events taking into consideration the Little League schedule.

Little League shall provide the City Youth Sports Liaison with a schedule for its season. Little League must receive written permission from the City Youth Sports Liaison for any tournaments or play outside of the normal summer program. There will be fees associated for field space outside of the defined Little League agreement timeframe.

Little League Baseball agrees to operate a responsible and age-appropriate baseball program for participants ages four (4) through sixteen (16), as feasible. Programs shall be offered for the following divisions, provided a minimum of thirty-six (36) participants are registered in each division: T-Ball (ages 4-6), Coach Pitch (ages 7-8), Minors (ages 9-11), Majors (ages 10-12), Juniors (ages 12-14), and Seniors (ages 13-16). Little League agrees to provide all equipment and complete management and supervision of the Baseball program; and the City assumes no responsibility for expenses related to the management of the Baseball program.

The City shall be responsible for:

- Reasonable maintenance of the Baseball Fields as may be necessary
- Dragging and prepping the fields prior to games
- Dumping of trash throughout the week
- Major repairs, including but not limited to plumbing, roofing, electrical, fencing, structural issues, and lighting
- Clean restrooms Monday through Friday mornings
- Provide restroom supplies, including toilet paper and paper towels

Little League shall be responsible for:

- Work in cooperation with the City in the maintenance of the baseball fields
- Cooperate and maintain the general baseball field area and ensuring it remains free from trash and debris
- Pick up trash in the immediate vicinity of the boys' ball fields
- Minor maintenance tasks associated with the daily use of the concession stand
- Clean restrooms as necessary outside of the City's schedule
- Clean concession stand during its summer program

Little League shall have the right to place signs on fences at the ball fields, and shall be responsible for the installation and removal of signs on fences. All signs should be of the banner type, which provides for airflow to prevent damage to fences. All sign content and placement are subject to prior approval by the Parks and Recreation Director or his representative.

The City of Carthage agrees, in addition to the other matters set forth herein, to provide a secure storage area for equipment. The City of Carthage assumes no liability for injuries to Baseball Players or loss of equipment.

The City of Carthage hereby grants Little League a non-exclusive right to utilize the baseball concession stand during the summer season and tournaments as specified herein, subject to the right of the City to schedule events.

The City of Carthage agrees to pay all utility costs associated with the Little League Baseball program for the duration of this agreement.

Little League agrees to provide, by March 1st of each year, the following documents:

- Charter as a Missouri not-for-profit corporation or other documentation, which establishes that Little League is a lawful corporation.
- A list of all current members of the Board of Directors.
- An annual financial statement detailing the actual income and expense for the previous year, together with a detailed budget for the coming year.
- A certificate of insurance showing liability insurance coverage of two million dollars (\$2,000,000), with the City of Carthage named as co-insured, covering all of Little League activities on the above-described property.

Little League agrees to remit a payment of Two Thousand, Three Hundred Dollars (\$2,300.00) in exchange for the use of the fields and concession facilities during the designated time frame.

Should an outside tournament want to take advantage of concessions on weekends, Little League will pay \$100 per day to the City. The City Youth Sports Liaison will work with the Little League Board to determine availability.

Upon signing this Agreement, Little League shall present a copy of the Corporate Resolution adopted by the Board of Director's, which authorizes the signing of this agreement.

Little League shall not use the fields at Fair Acres for practice or games until this agreement has been signed by both parties.

Little League shall indemnify, protect and hold the City of Carthage harmless from any and all liability, losses, claims and damages whatsoever, and expenses including, without limitation, attorney fees and expenses resulting from all claims by or on behalf of any person, firm or corporation, arising out of or as a result of the use by Little League of the said City baseball fields or the use, operation or condition of the facilities or any part thereof, or any accident in connection with the operation, use or condition of the facilities or any part thereof resulting in damage to property or injury to or death of any person.

This agreement may be modified upon such terms and conditions as may be acceptable to the respective parties. All modifications shall be in writing and signed by both parties.

#### TERM OF THE AGREEMENT

The term of this agreement shall be from March 1st, 2026 until July 31st, 2026. This agreement shall be reviewed each year, evaluated and presented to the Public Services Committee of the Carthage City Council for consideration.

All notices required by this agreement shall be either personally delivered or placed in the United States Mail, properly addressed and with certified or registered postage prepaid. Said notices

shall be sent to the following address: Parks and Recreation Director, 521 Robert Ellis Young Drive, Carthage, Missouri 64836.

Passed and approved by the Carthage Little League on the 23rd Day of January, 2026.

Kimber Lewis  
President, Carthage Little League

Passed and approved by the City of Carthage on the \_\_\_\_\_ Day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
David B. Flanigan

Mayor

Attest:

\_\_\_\_\_  
Miranda Deal  
City Clerk

**COUNCIL BILL NO. 26-03**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing a special use permit for the operation of a Day Care Center located on the Northeast corner of River Street and Airport Drive as requested by Kellen and Victoria Bounous, in the City of Carthage, Missouri.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI** as follows:

**SECTION I:** A special use permit is hereby granted to Kellen and Victoria Bounous for the operation of a Day Care Center located on the Northeast corner of River Street and Airport Drive, in the City of Carthage, Missouri.

**SECTION II:** The said special use permit is granted in accordance with Chapter 25-251(12) of the Carthage Code.

**SECTION III:** This Ordinance shall take effect and be in force from and after its passage and approval.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

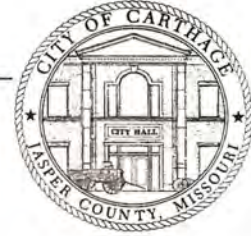
**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**Sponsored by: Planning, Zoning and Historic Preservation Commission**

**SPECIAL USE PERMIT PETITION**

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



Date: 10.31.2025 Filing Fee: \$100

Property Address: NE CORNER OF RIVER ST AND AIRPORT DRIVE Zoning: A

Legal Description: pending survey

Type of Special Use Requested: *(Refer to Carthage City Code Sec. 25-251)* Section 25-251 (12) daycare center

Present Land Use: bare land

Property Owner's Name: Kellen and Victoria Bounous Telephone: 417-310-0124

Mailing Address: 12522 Dogwood Rd City: Carthage State: MO Zip: 64836

Email: fortesoriano@gmail.com subject to close on/by Dec 31, 2025

Applicant/Petitioner: Kellen and Victoria Bounous Telephone: u

Mailing Address: same as above City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: u

Other Information: \_\_\_\_\_

\_\_\_\_\_  
*(Owner's Signature)*

  
\_\_\_\_\_  
*(Applicant's Signature)*

Office Use Only: Date Received: 10/31/25 Historic District: NO Filing Fee: \_\_\_\_\_

Date for City Staff Review: \_\_\_\_\_ Date Application is Complete: \_\_\_\_\_

Public Works Committee Meeting Date: \_\_\_\_\_ Ruling: \_\_\_\_\_

# SPECIAL USE PERMIT PETITION

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## STATEMENT OF JUSTIFICATION

For each of the five criteria listed below, provide a statement that explains how any existing conditions, proposed development features, or other relevant facts would allow the Planning, Zoning and Historic Preservation Commission to reach a recommendation. Attach any additional documents or materials that provide supporting factual evidence. The considerations listed under each required criteria are simply suggestions. Applicant should address any additional considerations potentially raised by the proposed development.

Applicant bears the burden of presenting sufficient factual evidence to support findings of fact that allow the Commission to reasonably reach a recommendation. If the applicant fails to meet that burden, the Commission has no choice but to recommend denying the petition.

1. The proposed development will not materially endanger the public health or safety.

Sewer, water, electric, trash, and fire are to be considered using plans drawn by a licensed engineer before any building takes place.  
Soil erosion shall be considered and taken care of, likely with a retention pond.  
Traffic will be considered including the intersection on the south corner of the property throughout our planning process. We will draw plans to include entrance and exit as far away from the intersection as possible to improve traffic flow.

2. The proposed development will comply with all regulations and standards generally applicable within the zoning district and specifically applicable to the particular type of special use or class of special uses.

The Carthage planning and zoning committee is guiding us in how to best comply with regulations and standards that the City enforces. It is our utmost desire to comply with all regulations, as we are longtime citizens of Carthage and only want the best for the community now and in the future. We understand that these rules are in place to protect the future economy and citizens of our town.

3. The proposed development will not substantially injure the value of adjoining property, or is a public necessity.

Adjoining property value should not diminish with the addition of a daycare, as the homes surrounding are particularly "family style" homes. We believe this would absolutely be a selling point for property value, as it adds a "safe community feel" to this area. It is our desire to create a building that only enhances the aesthetic of the area and that can be a functional, safe, and inviting place for children and families to be cared for.

In addition, daycare supports the city economy by allowing parents (and grandparents, siblings, aunts,

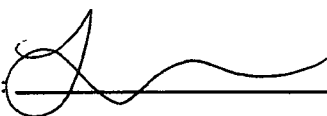
4. The proposed development will be in harmony with the area in which it is located.

We plan to develop a space that our community is not only happy to have, but that they recognize as a valuable industry added to our town. Our space will remain clean, safe, inviting, and aesthetically pleasing.

5. The proposed development will be consistent with the City's Comprehensive Plan.

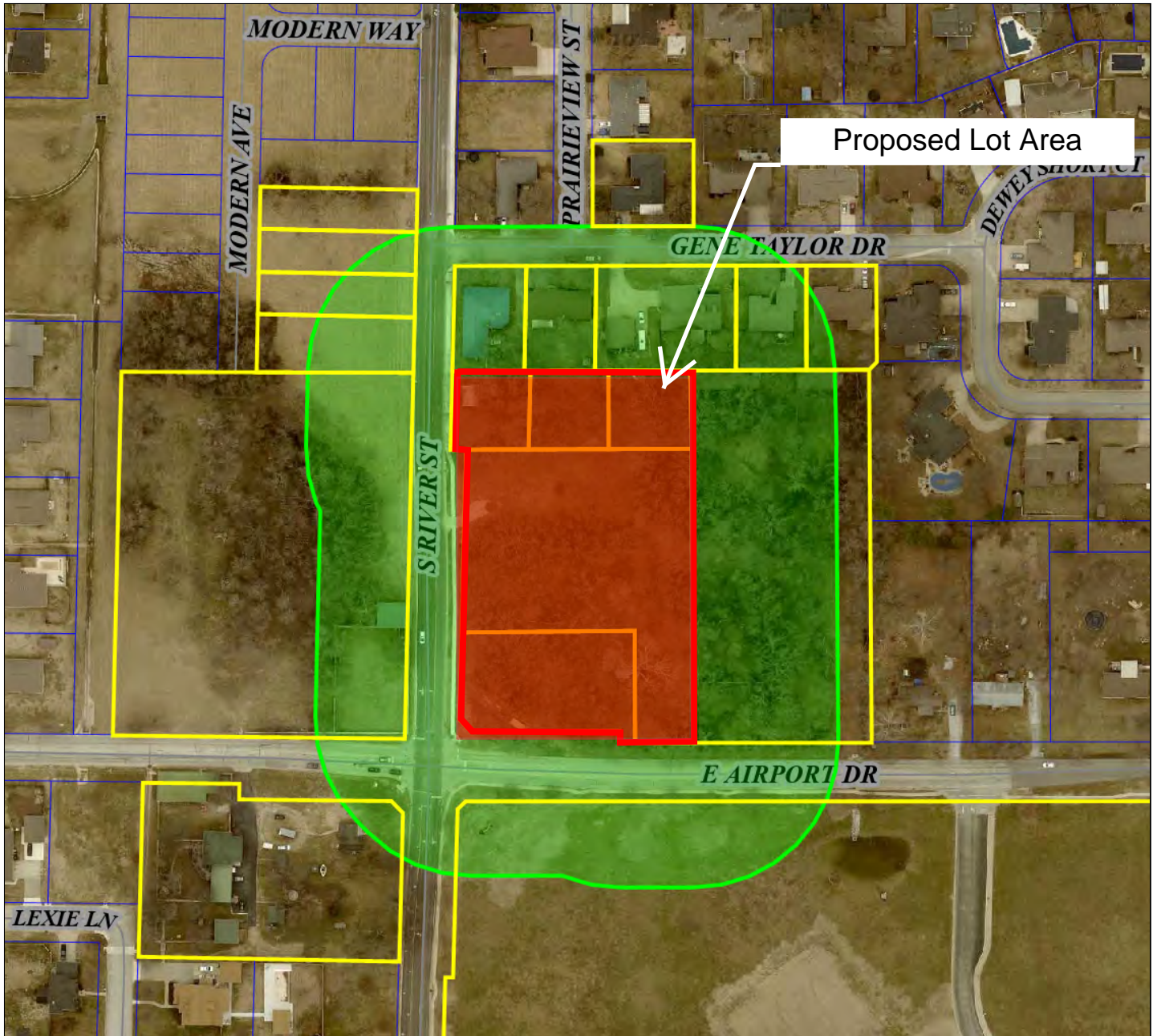
The property is located in an area titled Neighborhood Residential, worth noting is that the south property line is adjacent to the High School which is titled Public/Quasi Public. I feel that this close proximity supports our proposed use of the property.

Signature: \_\_\_\_\_



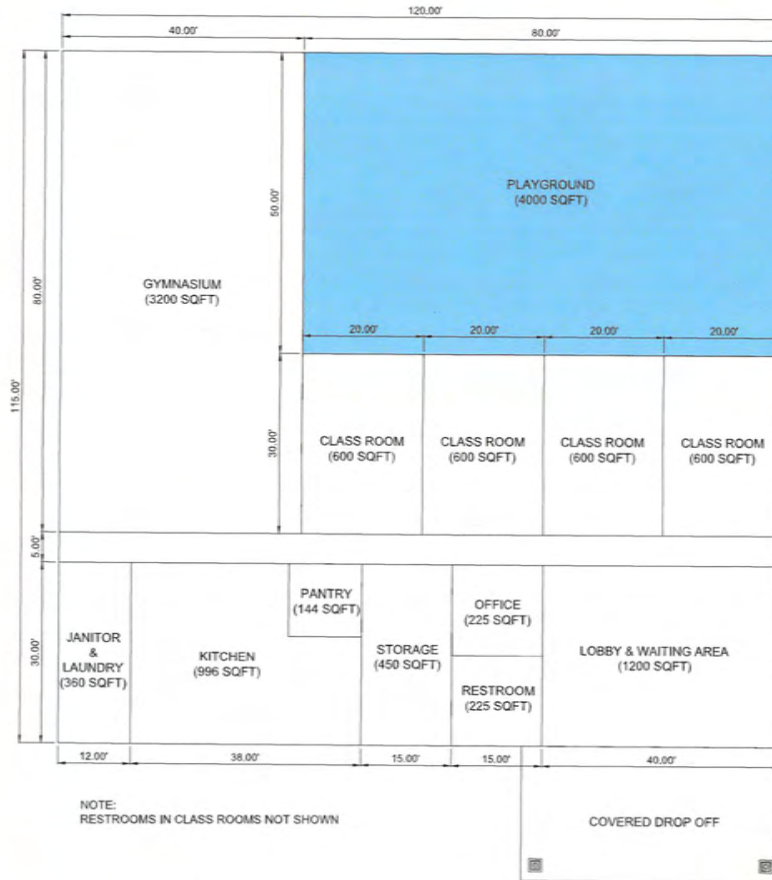
# 185' Property Ownership Map

## NE Corner of River Street and Airport Drive



Date created: 11/18/2025  
Last Data Uploaded: 11/18/2025 1:44:41 AM

Developed by  SCHNEIDER  
GEOSPATIAL



**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

NO.	REVISIONS DESCRIPTION	BY	DATE

**THRIVE DAYCARE  
SITE DEVELOPMENT**  
MR. & MRS. BOUNOUS  
AIRPORT DRIVE & RIVER STREET  
CARTHAGE, MISSOURI

**EX-1.0  
EXHIBIT**

PROJECT NUMBER:  
DATE:  
10/31/2025

**ZANEVAN  
ENGINEERING**

PHONE: 417-692-2000  
CARTHAGE, MO 64836

# Planning, Zoning & Historical Preservation

## Staff Report

Kellen and Victoria Bounous have requested a Special Use Permit for construction of a new daycare facility at the NE corner of River and Airport Dr. This property is not being used for any purpose at this time and considered bare land. The applicants do not currently own the property. The Applicant is acting in accordance with Section 25-251(12).

### Adjacent Land Use/Zoning

This property is Zoned "A" (Single Dwelling). In accordance with Section 25-251(12) a daycare center or day care schools are allowed with the use of a Special Use Permit. The property is also adjacent to a Public School which resides within the same district.

### Staff Recommendations

At this time staff would recommend the Commission to allow a Special Use Permit to be approved, contingent on the property to be in the applicant's name.

**AN ORDINANCE AMENDING THE CARTHAGE MUNICIPAL CODE TO ESTABLISH A RESIDENCY REQUIREMENT FOR CITY COUNCIL MEMBERS WITHIN THE DISTRICT THEY REPRESENT**

**WHEREAS**, the City of Carthage is a home-rule charter City under Missouri law and the charter prescribes that there are five City Council Districts in the City; and

**WHEREAS**, it is the policy of the City to ensure that voters are represented by Council members who maintain a meaningful, ongoing connection to the district they represent; and

**WHEREAS**, further clarification is needed to ensure that elected Council members remain residents of their representative district throughout their terms of office.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, AS FOLLOWS:**

**SECTION I. TITLE.** This Ordinance shall be known and may be cited as the “District Residency Requirement Ordinance”.

**SECTION II. PURPOSE.** The purpose of this Ordinance is to require that any person elected or appointed to the Carthage City Council must reside in the district they represent at the time of filing for office, at the time of election/appointment and continuously throughout their term of office.

**SECTION III. RESIDENCY REQUIREMENT – DEFINITIONS.** For purposes of this Ordinance:

1. **District** – A geographic subdivision of the City of Carthage established by the charter for purposes of electing council members. The City code Chapter 9, Section 9-2 references five “wards” of the city but for purposes of this ordinance, district will be used and is synonymous with ward.
2. **Residency** – The primary domicile and fixed, permanent home of a person, where that person is physically present and intends to remain, and where the person is registered to vote.

**SECTION IV. REQUIRED RESIDENCY AT TIME OF FILING.** Any person seeking election or appointment to the City Council from a district, must at the time of filing for office or appointment, be a legal resident of that district. Failure to meet this requirement shall disqualify the person from candidacy or appointment.

**SECTION V. CONTINUOUS RESIDENCY DURING TERM.**

1. A City Council member elected or appointed to represent a specific district shall maintain residency within that district for the entire duration of their term of office.

2. If a Council member changes their residence such that they no longer reside in the district they represent, their office shall be declared vacant upon verification of non-residency pursuant to Section VI of this Ordinance.

**SECTION VI. VERIFICATION AND ENFORCEMENT.**

1. **Complaint and Review Process** – The City Clerk or designee shall accept complaints alleging non-residency of a Council member in the district they represent. The Clerk shall provide written notice to the Council member and allow a reasonable opportunity to respond.
2. **Determination** – The City Council shall review evidence and determine whether a non-residency has occurred. A decision that a Council seat is vacant under this section shall require a majority vote of the remaining Council members not subject to the complaint.
3. **Vacancy and Replacement** – Upon a declaration that a Council member has lost residency under this Section, the seat shall be deemed vacant and filled in accordance with applicable City Charter provisions.

**SECTION VII. SEVERABILITY.** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance.

**SECTION VIII. EFFECTIVE DATE.** This Ordinance shall take effect upon passage and publication according to law and shall apply to all future City Council applicants and members elected or appointed thereafter.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
David B. Flanigan, Mayor

ATTEST:

\_\_\_\_\_  
Miranda Deal, City Clerk

Sponsored by: Budget Ways and Means Committee

**COUNCIL BILL NO. 26-05**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into a Road Easement Agreement with Swearingen Family Farms, LLC, for the purpose of constructing a road into the Economic Development Park

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI** as follows:

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into a Road Easement Agreement with Swearingen Family Farms, LLC, for the purpose of constructing a road into the Economic Development Park, a copy of the easement and agreement is attached hereto and incorporated herein as if set out in full.

**SECTION II:** This Ordinance shall take effect and be in force from and after its passage and approval.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**Sponsored by: Public Works Committee**

## Exhibit B

### Estimated Project Timeline

Traffic Impact Analysis (TIA) Update Complete	December 2025
TIA Submittal to MODOT	December 2025
Preliminary Engineering Design	January 2026
Swearingen Easement Acquired	February 10, 2026
Mercy Construction Easement Acquired	February 10, 2026
Right-of-Way Acquisition	February 2026
Construction Plans to MoDOT	February 2026
Preliminary Plans Complete	March 2026
Environmental Clearances	March 2026
Start construction on the south end of road	March 2026
Final Plans, Specifications, Estimate	April 2026
MoDOT Approval/Access Permit	April 2026
Construction Bidding	April 2026
Construction Contract Award	May 2026
Begin Construction on entrance	June 2026
Construction Complete	December 2026

## ROAD EASEMENT AGREEMENT

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

### 1. Grantor of Easement

In consideration of the sum of ONE DOLLAR and 00/100 (\$1.00) and other good and valuable consideration, 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.

All stated uses of the Easement will stay inside the area defined in Exhibit A. Any expansion outside the defined area would require a new written agreement with the Grantor.

Whenever it can be reasonably avoided, all utilities and improvements will be constructed to minimize interference with future building or use of the adjacent property.

### 3. Rights of Grantor

Grantor, retains the right to have permanent access points to the roadway which are approved by the Grantee and which meet City Code. The landowner may choose reasonable access points and the Grantee will not deny these access points except out of safety or engineering concerns. Based on a standard City block, the number of access points is estimated to be four.

### 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”). Substantial completion shall mean that the roadway has been built according to the approved plans and is usable as intended, as mutually agreed upon by both grantor and grantee. Neither party shall unnecessarily withhold that approval.

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 within the Easement Area.

## **9. Annexation**

- A. Consent To Annexation. Grantor shall irrevocably consent, upon completion of the roadway construction, 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. Grantee shall provide written confirmation to Grantor that the roadway is constructed according to approved plans and is usable as intended.

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. Force Majeure**

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the Impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) action by any governmental authority, except for Grantee; and (d) other similar events beyond the reasonable control of the Impacted Party.

If the force majeure affects the performance of the contract, the Impacted Party that is subject to force majeure event shall promptly notify the other party and submit to the other party sufficient and valid proof of force majeure within a reasonable period after the end of force majeure. However, if force majeure occurs after the party delays performance, the party shall not be exempted from liability.

**12. No Fee Title Conveyed**



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 the City of Carthage.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**COUNCIL BILL NO. 26-06**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into an agreement with Mercy Health Southwest Missouri/Kansas Communities for a Temporary Construction Easement, for the purpose of constructing a road in the Economic Development Park

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI** as follows:

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into an agreement with Mercy Health Southwest Missouri/Kansas Communities for a Temporary Construction Easement, for the purpose of constructing a road in the Economic Development Park, a copy of the easement is attached hereto and incorporated herein as if set out in full.

**SECTION II:** This Ordinance shall take effect and be in force from and after its passage and approval.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**Sponsored by: Public Works Committee**

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## **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

PARCEL by GRANTOR and its agents, representatives, employees, invitees, lessees, successors and assigns.

Upon completion of the PROJECT, or at the end of the term of this temporary easement, whichever is sooner, GRANTEE shall clean up and remove from the EASEMENT PARCEL and any neighboring property all construction debris and materials relating to the PROJECT, and shall restore any portions of the EASEMENT PARCEL or any neighboring property, affected by GRANTEE'S entry to their original condition, including, but not limited to, repairing any damage done to curbing and/or paved areas, and grading, seeding, and covering with straw any grass area disturbed during performance of the PROJECT.

GRANTEE shall take all safety measures reasonably necessary to protect GRANTOR and its invitees, licensees, employees, agents and contractors, and the property of each of them, from injury or damage caused by or resulting from the performance of the PROJECT.

Other than the EASEMENT PARCEL, GRANTEE shall not use, disturb or destroy any remaining property owned by GRANTOR or its affiliates during GRANTEE'S use of the EASEMENT PARCEL.

IN WITNESS WHEREOF, the said party of the first part have executed the above day and year first above written.

**GRANTOR:**

\_\_\_\_\_  
**MERCY HEALTH SOUTHWEST  
MISSOURI/KANSAS COMMUNITIES, c/o  
Mercy Health, 1350 Elbridge Payne Road,  
Chesterfield, MO 63017, ATTN: Real Estate**

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

**MISSOURI ACKNOWLEDGEMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are the \_\_\_\_\_ of **MERCY HEALTH SOUTHWEST MISSOURI/KANSAS COMMUNITIES**, and that said instrument was signed on behalf of said entity by authority of its board of directors of the consideration stated therein and no other, and said \_\_\_\_\_ acknowledged said instrument to be free the act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

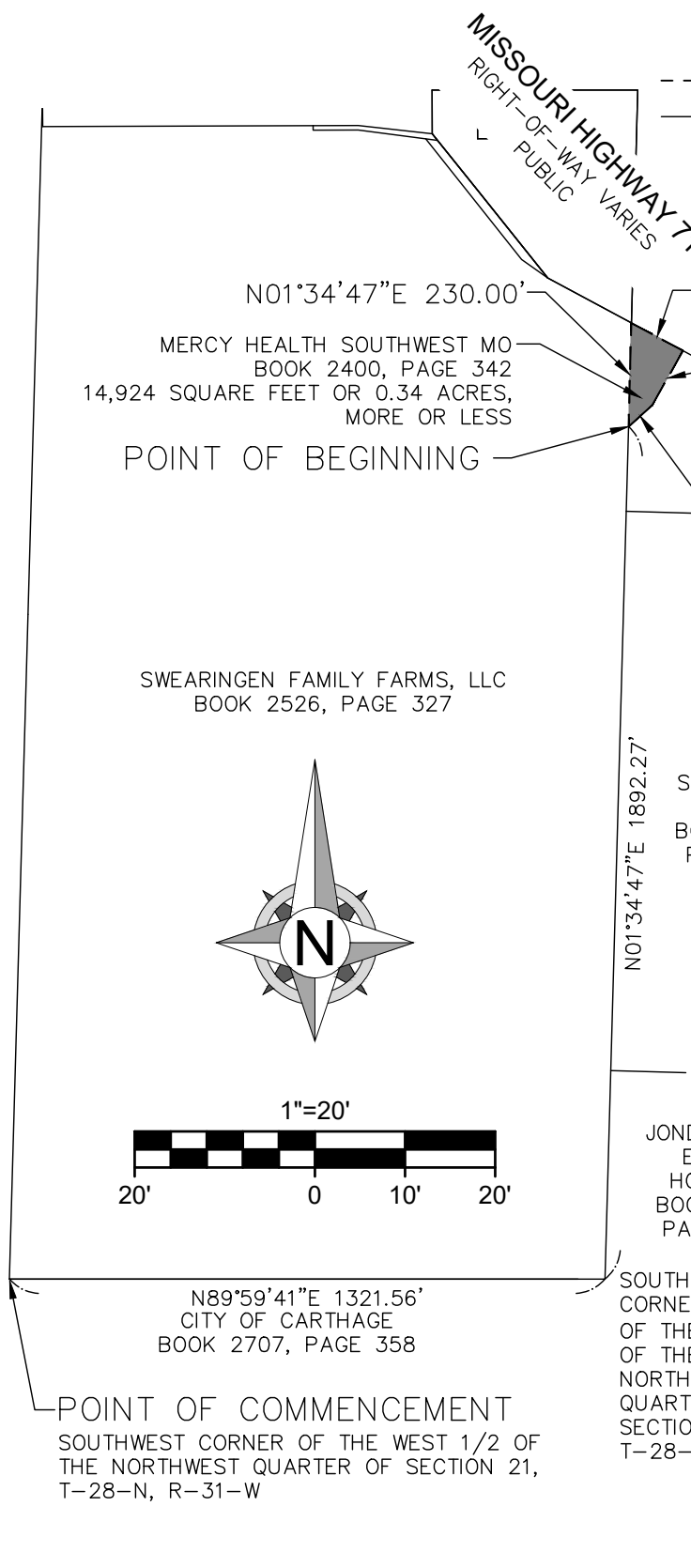
EXHIBIT A

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°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.

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.

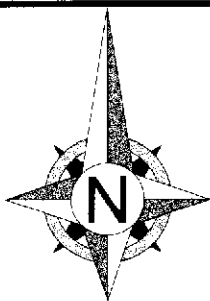
PROJECT NUMBER: 25J020087 DRAWING NUMBER: JOP-100-7876

**OWN**  
 Engineering beyond.™  
 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

Exhibit A



1"=20'



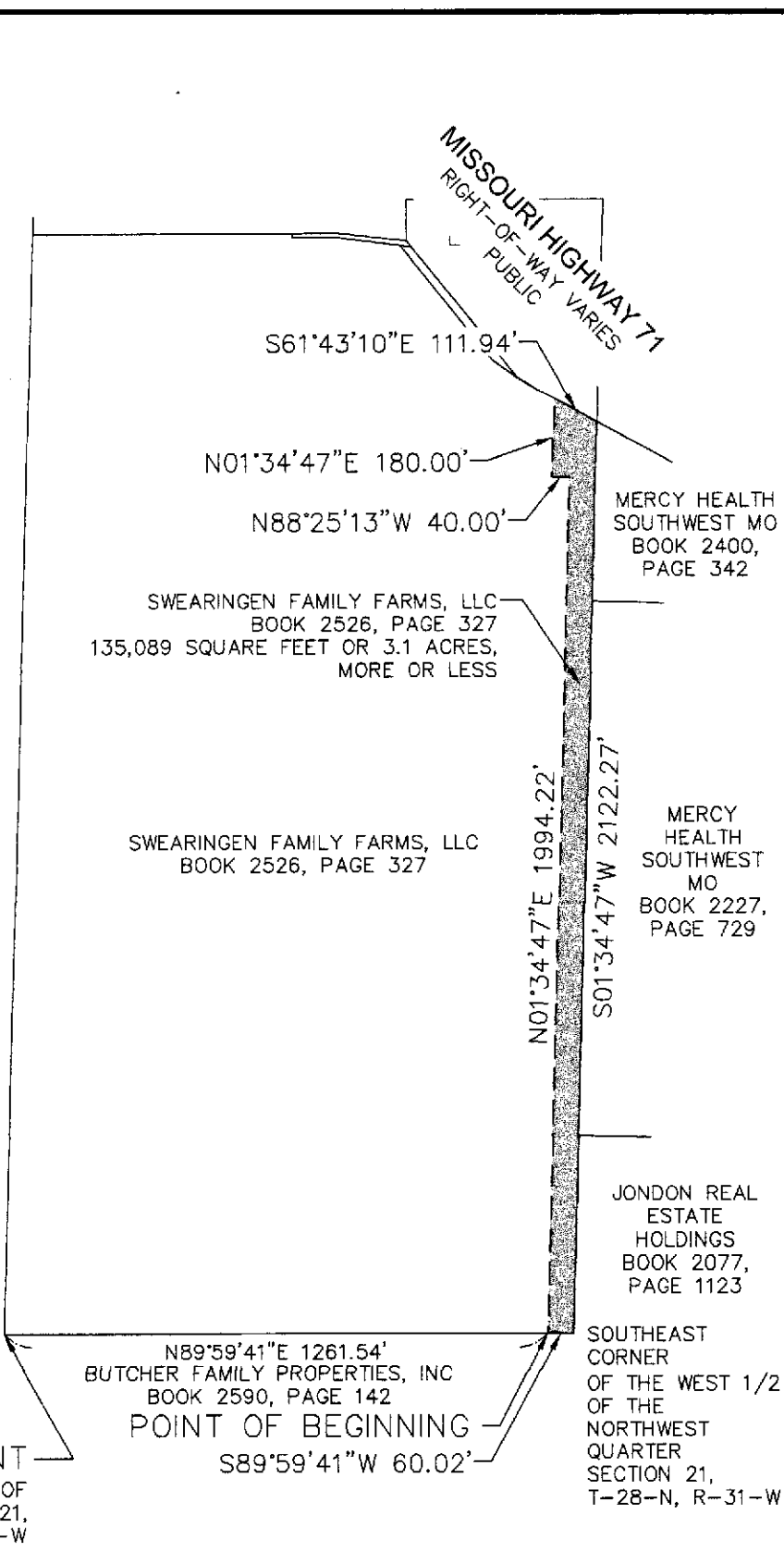
PROPOSED RIGHT OF WAY DESCRIPTION:

PART OF A TRACT DESCRIBED IN BOOK 2526, PAGE 327 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING A PART OF THE WEST 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 SAID WEST ONE-HALF OF THE NORTHWEST QUARTER; THENCE NORTH 89°59'41" EAST, 1261.54 FEET ALONG THE SOUTH LINE OF SAID WEST ONE-HALF OF THE NORTHWEST QUARTER TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE NORTH 01°34'47" EAST, 1994.22 FEET; THENCE NORTH 88°25'13" WEST, 40.00 FEET; THENCE NORTH 01°34'47" EAST, 180.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI HIGHWAY 71; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 61°43'10" EAST, 111.94 FEET TO A POINT ON THE EAST LINE OF AFORESAID WEST ONE-HALF OF THE NORTHWEST QUARTER; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID EAST LINE SOUTH 01°34'47" WEST, 2122.27 FEET TO THE SOUTHEAST CORNER OF SAID WEST ONE-HALF OF THE NORTHWEST QUARTER; THENCE LEAVING SAID EAST LINE AND ALONG AFORESAID SOUTH LINE SOUTH 89°59'41" WEST, 60.02 FEET TO THE POINT OF BEGINNING. CONTAINING 135,089 SQUARE FEET OR 3.10 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

POINT OF COMMENCEMENT

SOUTHWEST CORNER OF THE WEST 1/2 OF THE NORTHWEST QUARTER OF SECTION 21, T-28-N, R-31-W



PROJECT NUMBER: 25JO20076 DRAWING NUMBER: JOP-100-7637

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

ZANEVAN ENGINEERING, LLC  
**PROPOSED RIGHT OF WAY EXHIBIT**  
HIGHWAY 71, CARTHAGE, JASPER COUNTY, MISSOURI

DRAWN BY:  
TSR  
DATE:  
11/03/2025



Engineering beyond.™

PROPOSED RIGHT OF WAY DESCRIPTION:

PART OF A TRACT DESCRIBED IN BOOK 2526, PAGE 327 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING A PART OF THE WEST 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:

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**COUNCIL BILL NO. 26-07**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into a contract with Blevins Asphalt Construction Co., Inc. for the Annual Asphalt Paving Contract for fiscal year 2025-2026 in the City of Carthage, Jasper County, Missouri (\$71.50 per ton of asphalt), in the City of Carthage, Missouri.

**BE IT ORDAINED BY THE PEOPLE OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI** as follows:

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into an agreement with Blevins Asphalt for the Annual Asphalt Paving Contract for the year 2026-2027 at a cost of \$71.50 per ton of asphalt, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

**SECTION II:** This ordinance shall take effect and be in force from and after its passage and approval.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**Sponsored by: Public Works Committee**

## 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.*



**RESOLUTION NO. 2112**

**A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE PUBLIC SAFETY FUND FOR FISCAL YEAR 2025-2026 FOR A LINE-ITEM ADJUSTMENT TO CAPITAL OUTLAY POLICE DEPARTMENT FOR PAYMENT TO AXON FOR TASERS AND BODY CAMERAS.**

**WHEREAS**, the City adopted a budget and appropriated funds for fiscal year 2025-2026; and

**WHEREAS**, unanticipated expenditures are expected to exceed the original adopted budget in the Public Safety Fund and budgetary changes are necessary within this fund to provide increased appropriation levels; and

**WHEREAS**, the City may increase the current year adopted budget through supplemental appropriations; and

**WHEREAS**, the Budget Ways & Means Committee met and discussed additional appropriations at a meeting on February 9, 2026.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:**

That the City hereby approves the implementation of a line-item adjustment to the Capital Outlay line item in the Public Safety Fund for \$9,800 to pay Axon for Tasers and Body Cameras.

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal City Clerk**

**Sponsored by: Budget Committee**