

--NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE
February 10, 2026
5:00 PM
CITY HALL
326 GRANT STREET
COUNCIL CHAMBERS

SPECIAL MEETING

OLD BUSINESS

CITIZENS PARTICIPATION

NEW BUSINESS

- **Discuss the Easement Agreement between The City of Carthage and Mercy Health Southwest.**
- **Discuss the Easement Agreement between The City of Carthage and Swearingen Family Farms.**

OTHER BUSINESS

STAFF REPORTS

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: 02/09/2026
BY: Rachel Sutherland

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

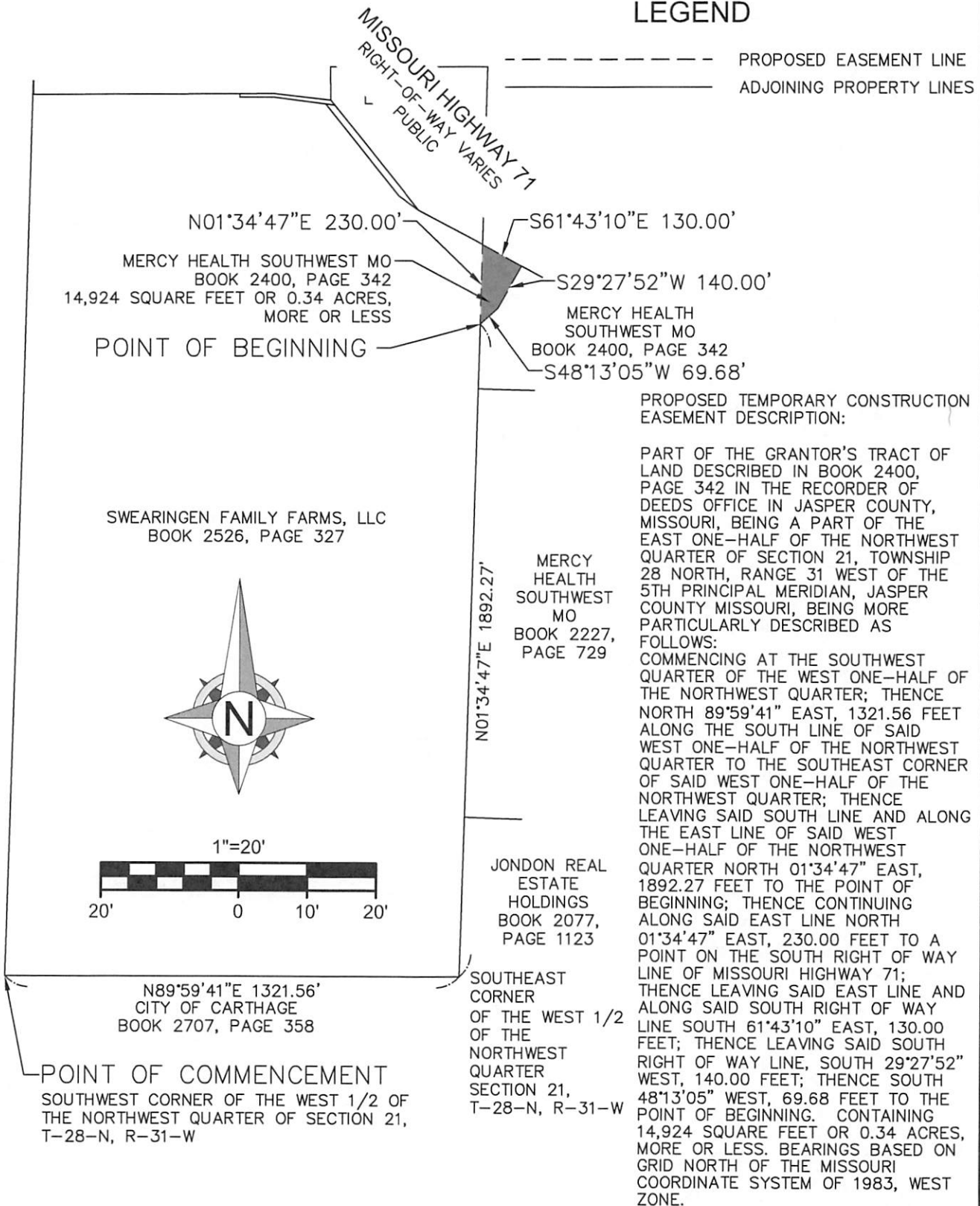
PART OF THE GRANTOR'S TRACT OF LAND DESCRIBED IN BOOK 2400, PAGE 342 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING A PART OF THE EAST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 28 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, JASPER COUNTY MISSOURI, BEING MORE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

EXHIBIT A-1

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

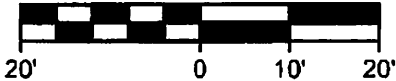
ZANEVAN ENGINEERING, LLC
**PROPOSED TEMPORARY
CONSTRUCTION EASEMENT EXHIBIT**
HIGHWAY 71, CARTHAGE, JASPER COUNTY, MISSOURI

DRAWN BY:
TSR
DATE:
1/27/2025

Exhibit A



1"=20'



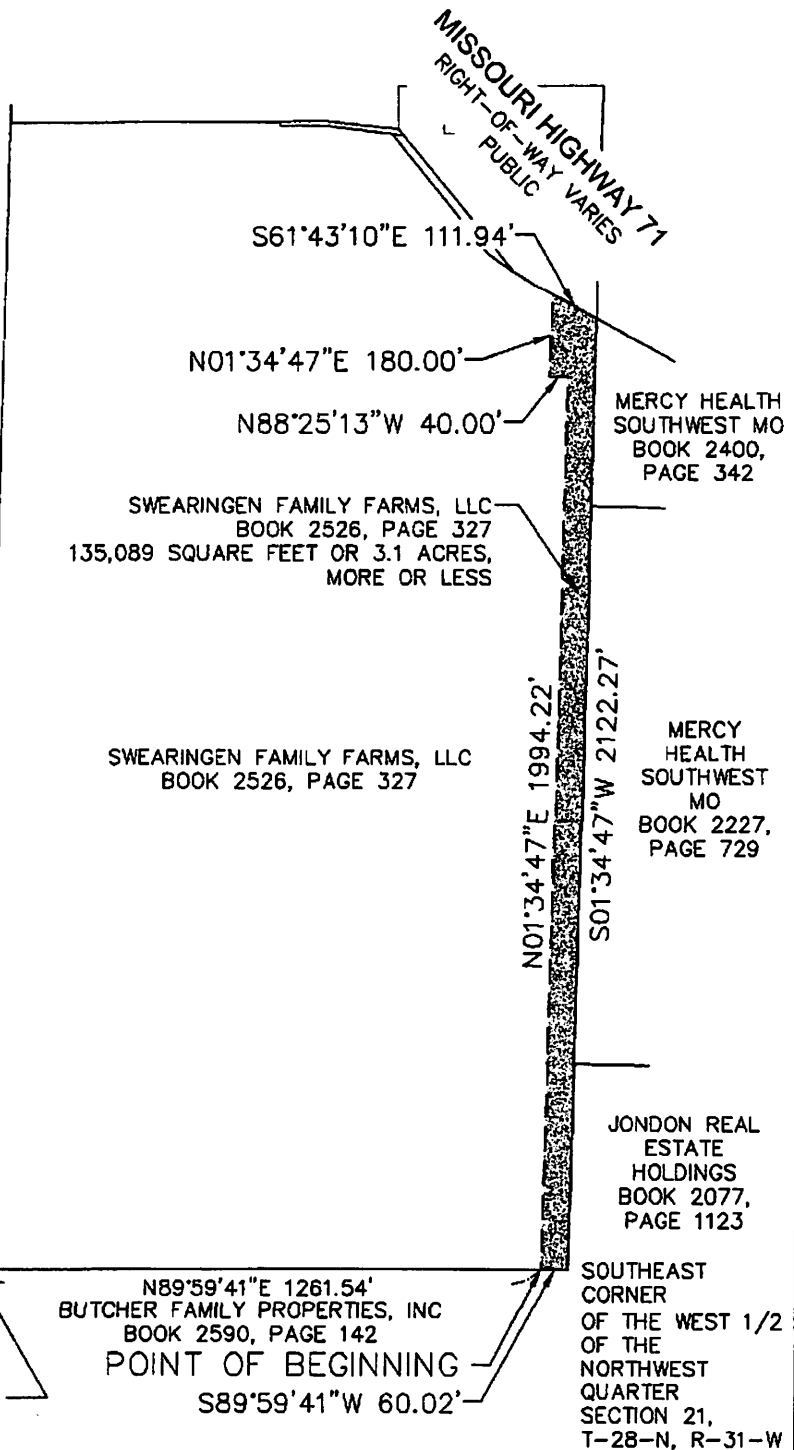
PROPOSED RIGHT OF WAY DESCRIPTION:

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: 25J020076

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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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

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

13. Governing Law

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

14. Recording

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

15. 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.

16. 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:

SWEARINGEN FAMILY FARMS, LLC

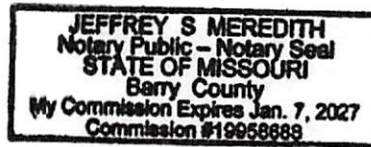
By: *Ruth E. Potter*
Name: Ruth E. Potter
Title: Vice Manager

STATE OF MISSOURI)
) ss.
COUNTY OF Jasper_____)

On this 6th day of February, 2026, before me, a Notary Public, personally appeared Ruth E. Potter, known to be or satisfactorily proven to be the person who executed the foregoing instrument on behalf of Swearingen Family Farms, LLC.

Jeffrey S. Meredith
Notary Public

My Commission Expires: January 7, 2027



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

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