



# City of Carthage, Missouri

## **CITY COUNCIL**

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February 24, 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 February 10, 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. 26-03 -- 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)

**16. New Business**

1. C.B. 26-08 -- An Emergency Ordinance to amend Council Bill 21-01, which approved the final plat of the Katie's 1st Addition generally located South of St. Louis Avenue and East of Robertson Avenue, in the City of Carthage, Missouri, as requested by Justin Holzwarth.
2. C.B. 26-09 -- An Ordinance authorizing the Mayor to enter into a contract with Pyro Spectaculars, Inc. for the July 4, 2026 firework display in the amount of \$25,000.00, in the City of Carthage, Missouri.
3. C.B. 26-10 -- An Ordinance authorizing the Mayor to enter into a contract with the Fair Acres Family Y, Inc. for Management of the Aquatic Facilities for the 2026 season in the amount of \$100,000.00, in the City of Carthage, Missouri.
4. C.B. 26-11 -- An Ordinance of the City of Carthage, Missouri, authorizing the Mayor to enter into a Facilities Study and Environmental Documentation Agreement with Southwestern Power Administration

**17. Mayor's Appointments**

**18. Resolutions**

1. Resolution 2113 -- A Resolution providing for the formal acceptance of a donation to the City of Carthage's Police Department by the City Council of the City of Carthage, Missouri pursuant to City Policy

**19. Closing Comments**

**20. Executive Session**

**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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FEBRUARY 10, 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, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Council Member Genaro Cifuentes was 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.

Mr. Topete made a motion, seconded by Mr. Peterson, to approve the minutes of the January 27, 2026 regular Council meeting minutes. Motion carried.

During Public Comments, Tom Brekken 1816 S Maple, asked the Council to consider making a portion of Main and Maple Streets one-way streets due to them being a smaller width. He is concerned about emergency response and during Marian days, there is no way for traffic to flow both ways when cars are parked along both sides of the streets.

Jana Conklin, Manager of the Boots Court gave an early update on the operations at the visitors center. They have already had many people from other states and countries visit this year. They expect to have many travelers stop and visit with the Route 66 Centennial celebration this year. There will be a kick-off event in June to celebrate Route 66.

Mr. Snow reported that the Budget Ways and Means Committee met February 9<sup>th</sup>. They discussed the budget adjustment in Resolution 2112. They discussed the ward residency council bill that is on first reading as C.B. 26-04. They also heard Administration and IT capital requests for next budget year. The next meeting is scheduled for March 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. They discussed the Museum Guide job description. Changes include updating the hours of work, holidays, and adding the Tourism Director and the person they report to. Mr. Peterson made a motion, seconded by Mr. Snow, to

approve the changes to the Museum Guide job description. Motion carried. The next meeting is scheduled for February 24<sup>th</sup> at 5:30 pm.

Mr. Snow reported that the Public Safety Committee is between meetings. The next meeting is scheduled for February 23<sup>rd</sup> at 5:30 pm.

Ms. Schramm reported that the Public Services Committee is between meetings. The next meeting is scheduled for February 17<sup>th</sup> at 5:30 pm. Ms. Schramm did report that there have been ongoing meetings with the YMCA to work out a new agreement for the pools.

Mr. Peterson reported that the Public Works Committee met February 3<sup>rd</sup> at 5:30 pm they approved the bid for this years paving. That appears in Council Bill 26-07. They reviewed the new bids for HH and Chapel sidewalks, that discussion has been tabled until they can speak with the school district to see if they are willing to help cover the additional costs since the bids came in around \$64,000 more than budgeted. There was a special meeting held a special meeting on February 10<sup>th</sup> at 5 pm to approve the final easement contracts for getting access to the economic development park. One is with Mercy and the other is with Swearingen Farms. Those appear as council bills 26-05 and 26-06. The next meeting is scheduled for March 3<sup>rd</sup> at 5:30 pm.

Special Committee and Board Liaison reports were given by Ms. Schramm for Vision Carthage, Mr. Thorn for the Library Board, Mr. Peterson for Planning, Zoning, and Historic Preservation, and Ms. Kang reported on the Downtown Merchants Alliance.

Mayor Flanigan reported on budget meetings, attending the legislative kickoff, Chamber coffees, the Vision Carthage Fundraiser event, and speaking to the Carthage Rotary group.

During Remarks from Council Members, Mr. Peterson reported that the bridge committee will be meeting later in the week. Mr. Perkins was approached by a private family trust looking for other non-profits to donate to. Ms. Kang said that there is a non-profit group that takes people to and from medical appointments and they are looking for more drivers for that program. Ms. Schramm reported on attending a RISE coalition meeting, and meetings with the humane society continue. Mr. Wells received some complaints that there is not enough signage around Mark Twain School for people to slow down.

Fire Chief Jason Martin reported that on March 26 at 6:30 pm at station 2, they will be holding the storm spotter class. On February 16, there will be a remembrance ceremony held at Park Cemetery for fallen firefighter Steve Fierro. He is working on his capital budget requests to present, and he also congratulated Jason Choate with CWEP for being chosen by the Governor to be on the Safe Drinking Water Commission.

Police Chief Chad Dininger reported that Aaron Kmick has been promoted to Training Lieutenant, Hayden Swinehart has been promoted to Detective Sergeant, and Chris Haddock has been promoted to Corporal.

Parks and Recreation Director Richard Bonine reported that the golf crew has been working hard with this nicer weather we have had. The parks crews are also busy with cleaning up the parks due to increased visits due to weather. He is also working on his capital budget and contracts for all things parks related.

Public Works Director Josiah Bayless reported he is working on his capital requests to present. There was a special use permit approved at Planning and Zoning that is on first reading, it is for a day care center that is greatly needed in the community. The signal at HH and Garrison should be closed out by MoDOT soon, and there is a final walkthrough scheduled with MoDOT for the Hazel and Airport expansion project. He also wanted to mention that the Blevins bid came in way under the other two bids that were received and it will be a great thing since it can help us buy more asphalt for the budgeted amount.

City Administrator Traci Cox reported that the sales tax came in at \$283,031.02 which is 2.43% higher than the same month last year, year to date it is .41% below the same time last year but still on target for budget projections. The use tax came in at \$181,415.00 which was very good, this time last year it came in at \$106,318. Year to date it is 15.27% higher than the same time last year. She also reported that she and the Mayor met with Naomi Baker who works with U.S. Representative Eric Burlison, they have an office in Joplin and if anyone has any questions or issues with anything that is Federal, to reach out to their office to see how they can help.

The Committee on Claims filed a report in the amount of \$2,762,759.88, against the following funds: General Revenue \$91,528.07, Public Health \$87.94, Lodging \$3,990.58, Civic Enhancement \$1,000.00, Parks/Stormwater \$149,084.36, Fire Protection \$1,029.32, Golf \$19,087.73, Capital Improvements \$6,826.42, Myers Park \$3,167.00, Use Tax \$17,525.00, Library \$25,000.00, Payroll \$444,433.46, and Carthage Water and Electric \$2,000,000.00. Mr. Peterson made a motion, seconded by Mr. West, to accept the report and allow the claims. Motion carried.

Under Old 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 second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. The Council Bill was approved and numbered Ordinance 26-02.

Under New Business, 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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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 was placed on first reading with no action taken.

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), was placed on first reading with no action taken.

Under Resolutions, Mr. Snow made a motion, seconded by Ms. Schramm, to approve 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.

Mr. Snow made a motion, seconded by Ms. Kang to amend to amount in the Resolution to \$9,845.52. Motion carried.

Resolution 2112 as amended, was adopted after a roll call vote of 9 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells.

During closing comments, the Mayor asked that any council member that knows they will be gone for a council meeting, reach out to Ms. Deal to let her know. Ms. Kang congratulated Jason Choate for his appointment. Mr. Snow wished everyone a happy valentines day.

Mr. West made a motion, seconded by Mr. Snow, to close the meeting according to Section 610.021 (2), the agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor, and to close the meeting 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, followed by a roll call vote of 9 yeas and 0 nays. Ayes:

Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Motion carried at 7:23 p.m.

#### CLOSED SESSION

Ms. Schramm made a motion, seconded by Mr. Snow, to return to the regular session of the Council Meeting at 7:48 p.m. followed by a roll call vote 9 yeas and 0 nays. Ayes: Derek Peterson, Juan Topete, Ray West, Jack Perkins, David Thorn, Beth Kang, Alan Snow, Jana Schramm, and Ron Wells. Motion carried.

Ms. Schramm made a motion, seconded by Mr. Snow, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 7:50 p.m.



# City of Carthage, Missouri

## **BUDGET WAYS & MEANS COMMITTEE**

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February 9, 2026 - 5:30 PM  
CITY HALL COUNCIL CHAMBERS

### **MINUTES**

**1. Call to Order**

**MEMBERS PRESENT:** Alan Snow, Jana Schramm, David Thorn

**MEMBERS ABSENT:** Derek Peterson

**OTHER COUNCIL MEMBERS:** Mayor David B. Flanigan, Beth Kang

**STAFF PRESENT:** City Administrator Traci Cox, Administrative Assistant Dorothy Weber, IT Director Michael Keith

Chair Alan Snow called the meeting to order at 5:30 PM

**2. Old Business**

1. Approve Jan 12, 2025 Minutes

**ACTION:** Motion to Approve Jan 12, 2026 Minutes by David Thorn  
Motion passed with a 3:0

**AYES:** Jana Schramm, David Thorn, Alan Snow

**NOES:** None

**ABSTAIN:** None

**3. Citizens Participation**

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

**4. New Business**

1. Consider and Discuss Budget Adjustment Resolution for Police Department Donation Money

The PD asked to make a budget adjustment in the amount of 9800.00. The actual amount is 9845.92. Jana Schramm asked about that amount being in the budget and how that amount was missed by that department at the end of the FY. Traci Cox stated that she would look into it and get the details.

**ACTION:** Motion to forward to Council with the amended amount of 9845.92 by Alan Snow

Motion passed with a 3:0

**AYES:** Jana Schramm, Alan Snow, David Thorn

**NOES:** None

**ABSTAIN:** None



2. Consider and Discuss Council Member Ward Residency Council Bill  
Traci Cox stated that the State Statute 77.060 in order to file for election is different than our code and charter. The City would like to amend so that Carthage follows state statute. Mayor Flanigan stated that it was in the code before Carthage became a charter city.

**ACTION:** Motion to forward Council Member Ward Residency Council Bill to Council by David Thorn  
Motion passed with a 3:0  
**AYES:** Jana Schramm, Alan Snow, David Thorn  
**NOES:** None  
**ABSTAIN:** None

3. Discuss Administration and IT Capital Requests  
Michael Keith went over his Capital Projects list. He stated that he would like to upgrade the PD from 4G to 5G. A grant may be available to do that. He stated that he would like to continue the IT equipment upgrades, stating that some departments are using old/obsolete computers. Traci Cox, Alan Snow, David Thorn and Jana Schramm all stated that they would like to see the budget reconfigured with the true cost of IT in the different departments. Michael Keith then spoke about switching cell phone providers. Jana Schramm stated that she would like to see a side-by-side cost analysis on the pros and cons of switching. The cell phone conversation was tabled until the next meeting. Alan Snow asked about any Council chambers upgrades/improvements. Michael Keith said that some people have asked for mutable microphones. Traci Cox stated that Admin is asking for \$10,000 in capital for City Hall improvements. Those include painting the back stairwell, Mayors office improvements and Admin suite office improvements. Traci Cox stated that there may be a \$23,000 carry-over for Incode upgrades. She explained that Carthage is on the list for the new software to be installed but has not made it to the top of the list yet.
4. Staff Reports  
Traci Cox stated that the Use Tax is up for the month and for the same time as last year. Sales tax is up for the month but lower than the same time as last year. Alan Snow talked about meetings that he and the Mayor have had with department heads about their upcoming budgets.

## 5. Adjournment

|                 |                                              |
|-----------------|----------------------------------------------|
| <b>ACTION:</b>  | Motion to Adjourn by Jana Schramm at 6:48 PM |
|                 | Motion passed with a 3:0                     |
| <b>AYES:</b>    | Jana Schramm, Alan Snow, David Thorn         |
| <b>NOES:</b>    | None                                         |
| <b>ABSTAIN:</b> | None                                         |



# City of Carthage, Missouri

## **COMMITTEE ON INSURANCE/AUDIT AND CLAIMS**

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February 10, 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, Jana Schramm, Juan Topete

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

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

#### **2. Old Business**

##### **1. Approval of January 27, 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 Derek Peterson;  
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 job description for Museum Guide  
HR Coordinator Michael Miller went through the changes of the job description. The changes included who the museum guide reports to, which is now the Tourism Director. The hours and holidays were also updated.

**ACTION:** Motion to approve the job description changes by Beth Kang;

Motion passed with a 3:0

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

2. Staff Reports

Ms. Deal reported that administration has been meeting with departments to discuss their budgets, and the department heads are to present their capital to their committees throughout the month.

Ms. Cox reported that she met with the insurance broker earlier in the day. The broker will bid out insurance coverage to see what other options are out there. There will either be a GAP coverage purchase for wind and hail, and employment practices or a change to a new company.

5. Adjournment

**ACTION:** Motion to adjourn at 5:37 pm by Ron Wells;  
Motion passed with a 3:0

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

# 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 10, 2026, PUBLIC WORKS COMMITTEE SPECIAL MEETING MINUTES**

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

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

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

Citizens Present: Bren Flanigan, and Regina Wells

Citizen Participation:

New Business:

1. No changes were noted to the Easement Agreement between The City of Carthage and Mercy Health Southwest no action was taken. Sent to City Council for Council Bill 2606.
2. Discussed the Easement Agreement between The City of Carthage and Swearingen Family Farms. Ron Wells made a motion to forward to City Council for Council Bill 2605. All Ayes, motion carried.

Staff Reports:

Juan Topete made a motion to adjourn the meeting at 5:06 p.m. All Ayes, motion carried.

## City of Carthage, Missouri

# **PUBLIC SERVICES COMMITTEE**

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February 17, 2026 - 5:30 PM  
CITY HALL COUNCIL CHAMBERS

### **AGENDA**

**1. Call to Order**

**2. Old Business**

1. Approval of January 20, 2026 Minutes.

**3. Citizen Participation**

(Citizens wishing to address the Council or Committee 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 Angie Judd at the Parks & Recreation office at 417-237-7035, or email [a.judd@carthagemo.gov](mailto:a.judd@carthagemo.gov).)

**4. New Business**

1. Consider and discuss Community Earth Day in Central Park.
2. Consider and discuss Tropix food truck in the parks.
3. Consider and discuss YMCA contract.
4. Consider and discuss fireworks RFP.
5. Consider and discuss Memorial Hall rental fees.
6. Consider and discuss alcohol sales at the Golf Course.
7. Consider and discuss Parks capital requests.
8. Consider and discuss Tourism capital requests.

**5. Staff Reports**

1. Golf Report.
2. Memorial Hall Report.
3. Parks Report.
4. Civil War Museum Report.
5. Tourism Report.

**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**



City of Carthage, Missouri  
**PUBLIC SAFETY COMMITTEE**

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February 23, 2026 - 5:30 PM  
CITY HALL COUNCIL CHAMBERS

**AGENDA**

**1. Call to Order**

**2. Old Business**

1. Approval of 1-26-26 Minutes

**3. Citizen Participation**

(Each person addressing the Committee 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 Committee or Chair)

1. Consider and discuss traffic flow on Main and Maple between Centennial and Fairlawn - Tom Brekken
2. Consider and discuss handicap signage in front of St. Ann Catholic Church - Barb Brightwell

**4. New Business**

1. Consider and discuss pool table donation acceptance. - Chief Martin
2. Consider and discuss Fire Department Station 1 roof bid - Chief Martin
3. Consider and discuss AED purchase with McCune Brooks Hospital Trust Grant proceeds. - Chief Martin
4. Consider and discuss acceptance of the LEST grant - Chief Dininger
5. Consider and discuss Fire and Police Capital Budget review.
6. Staff Reports
  - Fire Department
  - Police Department

**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**



## AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet February 19th, 2026, 3:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

### ADDITIONS TO THE AGENDA:

CITIZENS PARTICIPATION PERIOD: (Each person addressing the Board should 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 CWEP Board President 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 CWEP Board.)

APPROVAL OF THE BOARD MINUTES: January 15th, 2026

APPROVAL OF DISBURSEMENTS: January \$4,517,714.88

### REPORT OF OPERATIONS:

FINANCIAL STATEMENT: January

### COMMITTEE REPORTS:

OLD BUSINESS: None.

### NEW BUSINESS:

1. Consideration of Resolution 2026.02: Retirement Resolution for Elvis Castor
2. Consideration of Access Road for Economic Development Park
3. Consideration of bids for CWEP Well Maintenance
4. Consideration of bids for Fiber Optic Splicing Trailer
5. Consideration of bids for Substation No. 4 Switches
6. Consideration of bids for Water Line Replacement at Zapletal Way and Forest Drive
7. Consideration of Resolution 2026.03: SWPA Facilities Study and Environmental Documentation Agreement

### STAFF REPORTS:

### BOARD MEMBER COMMENTS:

Persons with disabilities who need special assistance may call 417-237-7300 or 1-800-735-2466 (TDD via Relay Missouri) at least 24 hours prior to meeting.

Representatives of the news media may obtain copies of this notice by contacting:

# NOTICE OF MEETING

## Civil War Museum Advisory Board

**MONDAY, FEBRUARY 23, 2026**

4:30 PM

326 Grant St.

Carthage, MO 64836

City Hall - Upstairs Conference Room

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1. Call to Order
2. Pledge of Allegiance
3. Calling of the Roll
4. Reading and Consideration of Minutes of Previous Meeting
  - a. January 5, 2026
5. Public Comments
6. Report of the Council Liaison and/or Mayor
7. Report of Committee Members
8. Administrative Report
9. Old Business
  - a. None
10. New Business
  - a. Review City Code Sec. 2-496
  - b. Review of 1999 Mission Statement
  - c. Review Potential Updated Mission Statement
    - i. Mission
    - ii. Vision
    - iii. Scope of Interpretation
  - d. Discuss Adjacent Interpretive and Community Information Space
  - e. Discussion of Potential Uses for the Upstairs
11. Schedule Next Meeting
12. Adjournment

Persons with disabilities who need special assistance should call 417-237-7000 (voice) or 1-800-735-2466 (TDD Via Relay Missouri) at least 24 hours prior to the meeting.



**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: forlesoriano@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,

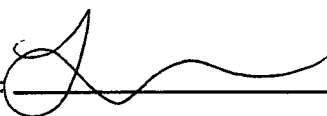
4. The proposed development will be in harmony with the area in which it is located.

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.

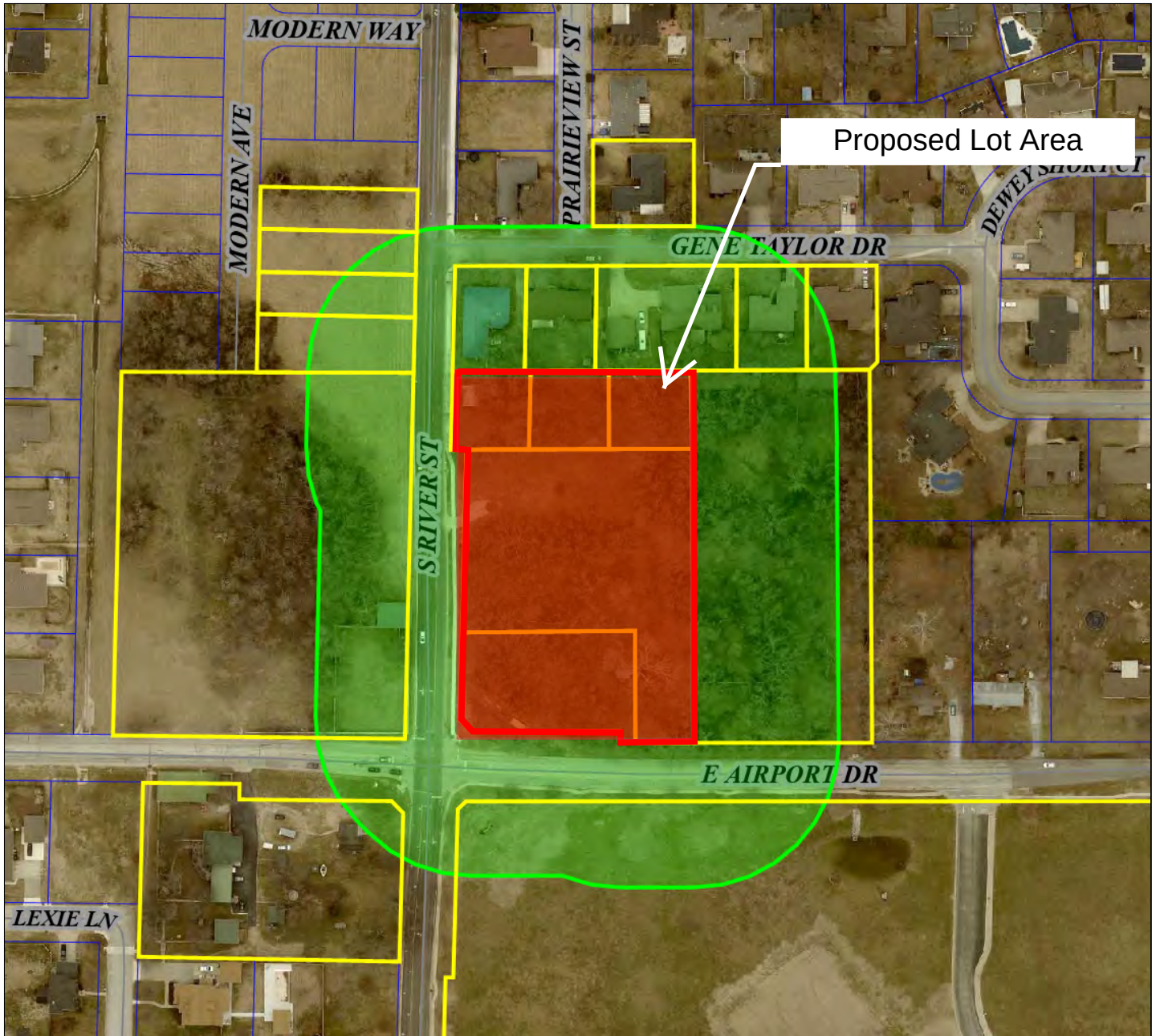
The property is located in an area titled Neighborhood Residential, worth noting is that the south property line is adjacent to the High School which is titled Public/Quasi Public. I feel that this close proximity supports our proposed use of the property.

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



# 185' Property Ownership Map

NE Corner of River Street and Airport Drive

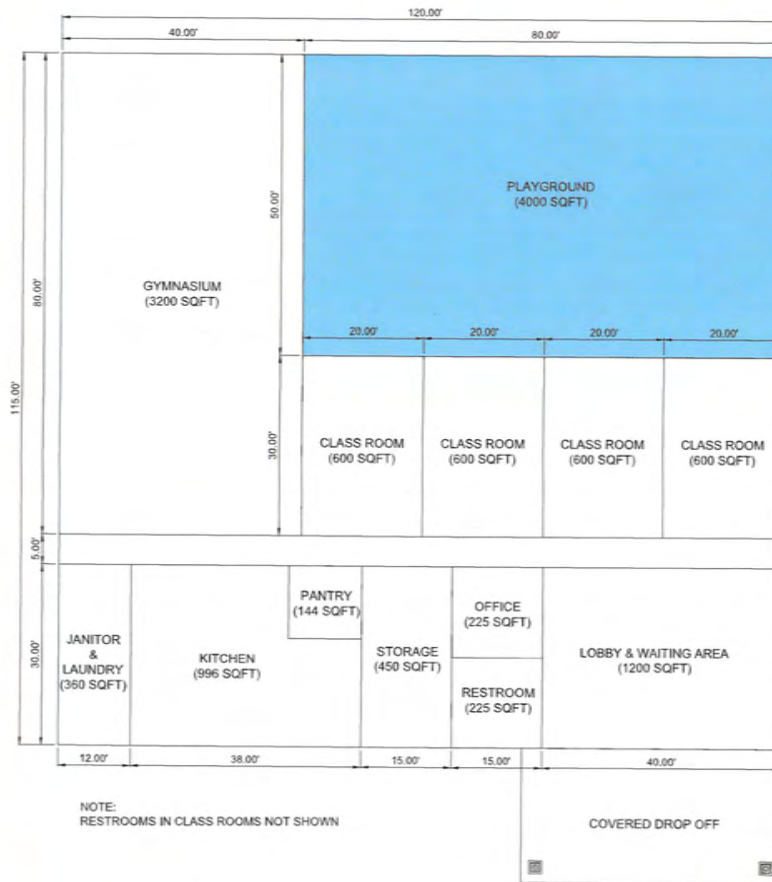


Date created: 11/18/2025

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

Developed by  **SCHNEIDER**  
GEOSPATIAL





PRELIMINARY  
NOT FOR  
CONSTRUCTION

| NO. | REVISIONS | DESCRIPTION | BY | DATE |
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THRIVE DAYCARE  
SITE DEVELOPMENT  
MR. & MRS. BOUNOUS  
AIRPORT DRIVE & RIVER STREET  
CARTHAGE, MISSOURI

EX-1.0  
EXHIBIT

ZANEVAN  
ENGINEERING  
PROJECT NUMBER  
DATE  
PHONE: 417-692-2500  
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**

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: \_\_\_\_\_

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 Swearingen Family Farms, LLC.

4

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

Page 34 of 99

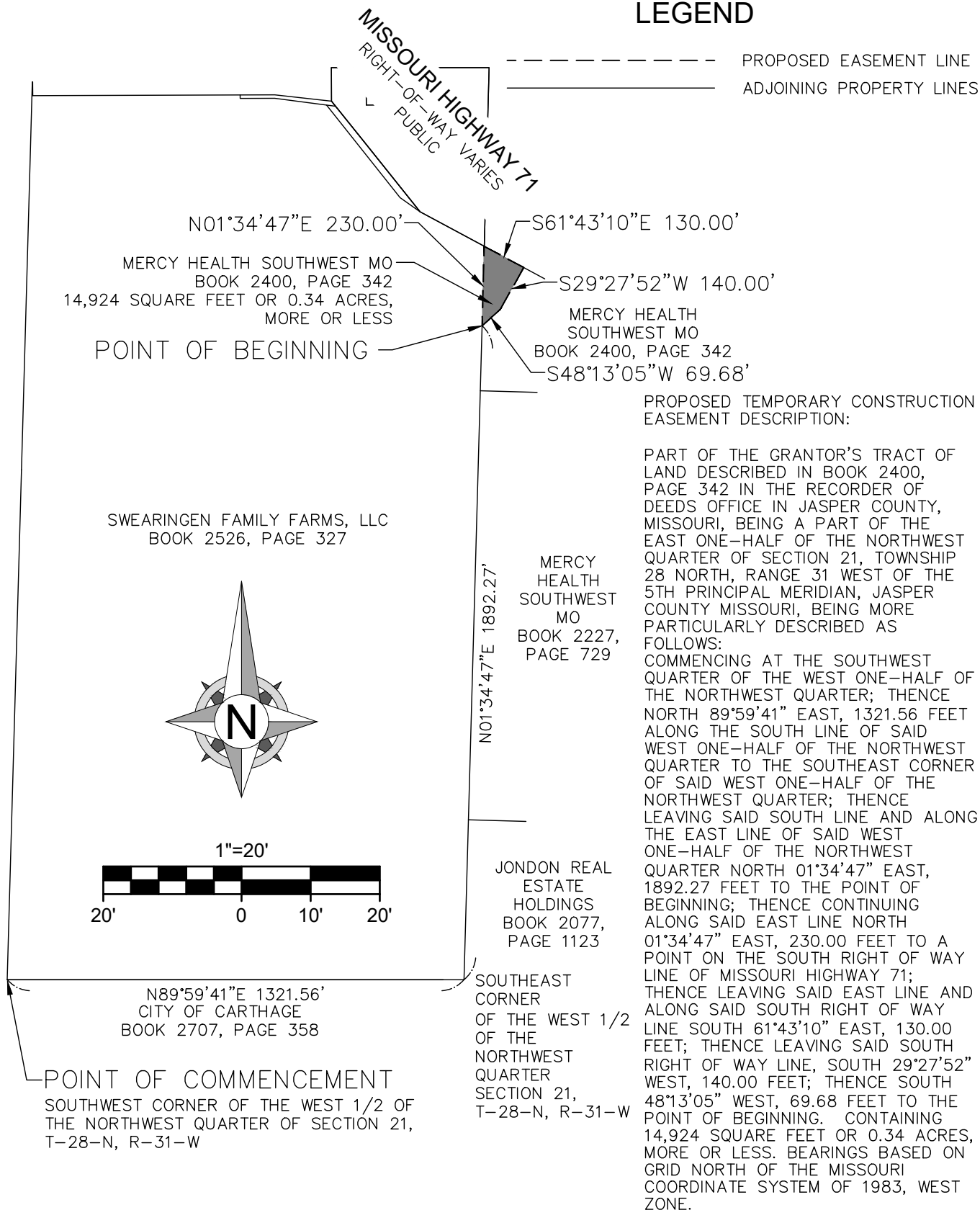
EXHIBIT A

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



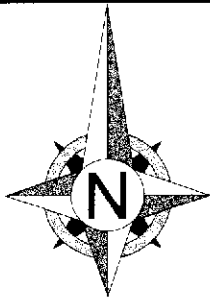
Engineering beyond.™

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

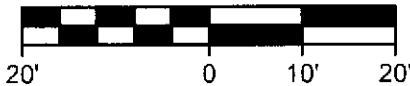
ZANEVAN ENGINEERING, LLC  
**PROPOSED TEMPORARY  
 CONSTRUCTION EASEMENT EXHIBIT**  
 HIGHWAY 71, CARTHAGE, JASPER COUNTY, MISSOURI

DRAWN BY:  
TSR  
 DATE:  
1/27/2025

# Exhibit A



1"=20'



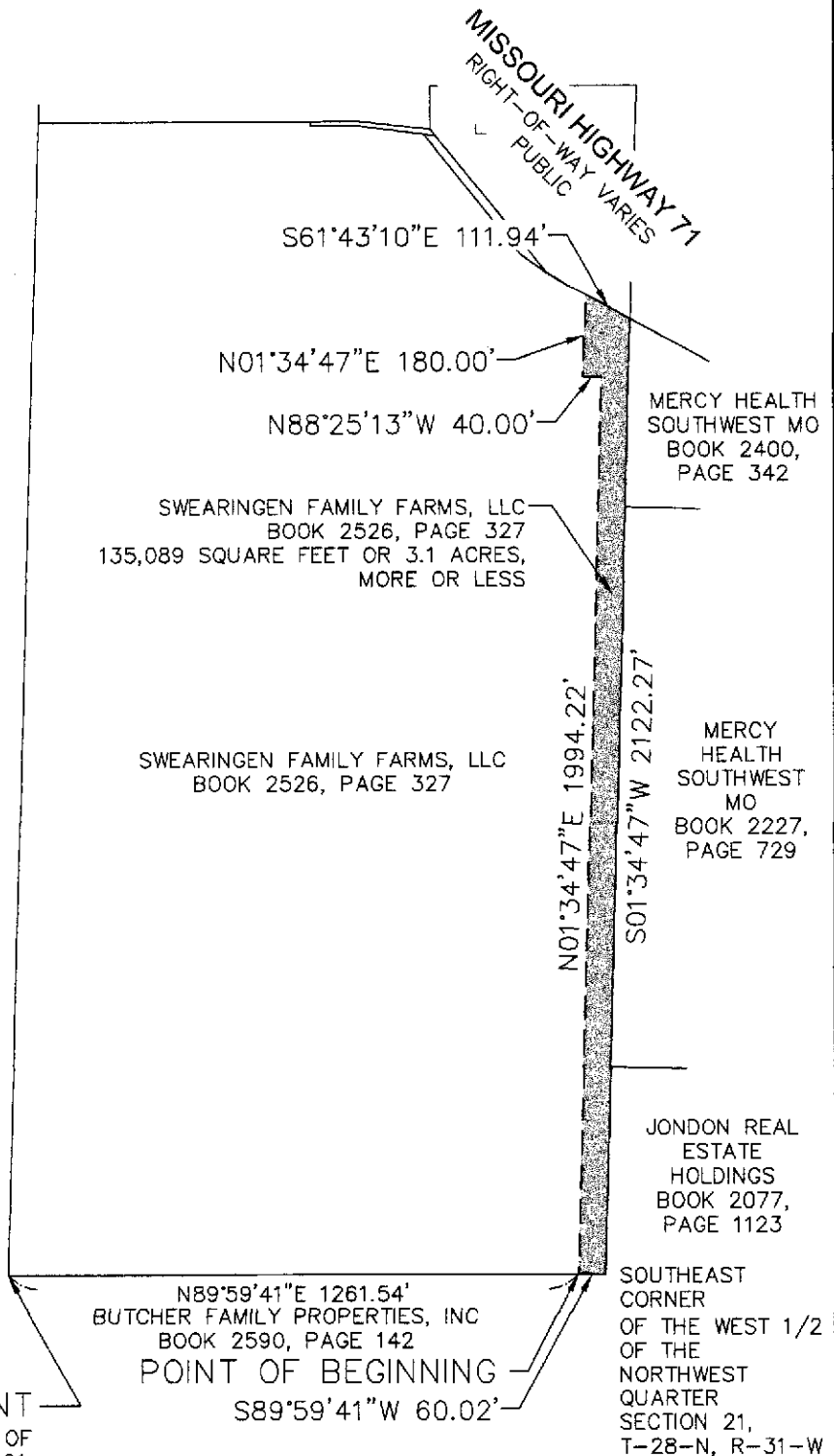
## PROPOSED RIGHT OF WAY DESCRIPTION:

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: 25JQ20076

DRAWING NUMBER: JOP-100-7637



Engineering beyond.

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

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  $89^{\circ}59'41''$  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  $01^{\circ}34'47''$  EAST, 1994.22 FEET; THENCE NORTH  $88^{\circ}25'13''$  WEST, 40.00 FEET; THENCE NORTH  $01^{\circ}34'47''$  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  $61^{\circ}43'10''$  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  $01^{\circ}34'47''$  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  $89^{\circ}59'41''$  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.

**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)

**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.*



Two handwritten signatures in blue ink are shown below the logo. The first signature is on the left and the second is on the right.



**COUNCIL BILL NO.     26-08**

**ORDINANCE NO.**

An Emergency Ordinance to amend Council Bill 21-01, which approved the final plat of the Katie's 1<sup>st</sup> Addition generally located South of St. Louis Avenue and East of Robertson Avenue, in the City of Carthage, Missouri, as requested by Justin Holzwarth.

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

**SECTION I.** The final plat of the Katie's 1<sup>st</sup> Addition, an Addition to the City of Carthage, Jasper County, Missouri, which is attached hereto and incorporated herein, as recommended by the Public Works Committee of the City of Carthage, was passed and approved by the Council of the City of Carthage on January 26, 2021.

**SECTION II:** The incorrect name of Justin Holzwarth was listed as the requestor of the final plat. This Ordinance shall amend the name of the requestor of the final plat to JBuilders.

**SECTION III:** This Ordinance shall be considered an emergency under the terms of the Charter of the City of Carthage.

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

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

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

**ATTEST:**

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

Sponsored by : Public Works Committee

COUNCIL BILL NO. 21-01

ORDINANCE NO. 21-03

An Ordinance accepting the final plat of the Katie's 1<sup>st</sup> Addition generally located South of St. Louis Avenue and East of Robertson Avenue, in the City of Carthage, Missouri, as requested by Justin Holzwarth.

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

**SECTION I.** The final plat of the Katie's 1<sup>st</sup> Addition, an Addition to the City of Carthage, Jasper County, Missouri, which is attached hereto and incorporated herein, as recommended by the Public Works Committee of the City of Carthage, is hereby accepted by the Council of the City of Carthage.

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

**PASSED AND APPROVED THIS 26TH DAY OF JANUARY, 2021.**

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

RECORDED

2/24/2021

BOOK 24

PAGE 32

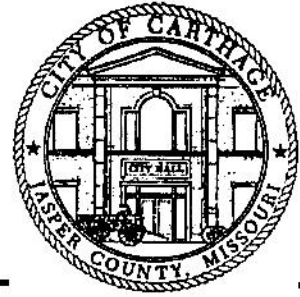
Sponsored by: Public Works Committee

[illegible]

# 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"*



## 1-05-21 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: David Armstrong, Ray West, Craig Diggs

Staff Members present: Tom Short, City Administrator, Zeb Carney, Director, and Marcia Weng, Public Works Secretary

Citizens: Ceri Otero

The Public Works Committee meeting was called to order at 5:30 p.m. by Vice-Chairman David Armstrong via a Zoom meeting.

A motion was made by Ray West to accept the minutes from the December 1, 2020 Committee meeting. All ayes, motion passed.

Citizen Participation: None

Old Business: None.

New Business: Zeb brought up a plat for a new subdivision of 9 homes. It is located South and East of the intersection at Robertson and St. Louis and shall be called Katie's 1<sup>st</sup> Addition. Justin Holzwarth will be doing the construction. Craig Diggs made a motion to forward the proposal to the City Council for approval. All ayes, motion carried.

Other Business: None.

Staff Reports:

Zeb reported on the following:

The dirt pile at Myers Park will be getting smaller. H E Williams has cleared the lot North of their offices and is in need of approximately 100 loads. They have hired a licensed contractor to move the dirt.

Mark Peterson, Zeb and CWEP personnel met to discuss pool drainage. DNR is not happy with their current situation so Mark and Zeb are going to change the discharge pipe down to a 4" pipe and run the pool drainage into the sanitary sewer.

It is time for our Tri-Annual MS4 permit. Zeb should have it completed by the end of the week. Zeb and the Public Works personnel have been looking at codes. We are currently using the 2006 International Codes and are wanting to upgrade some of our codes. We will be coming up with some amendments in the near future.

We've had one employee tested for covid who had been exposed to a customer who tested positive. Results are pending.

We are looking to hire 2 new employees for the Street Department.

The recent snow and ice storm did some damage to trees in the area. The crews have been cleaning up piles of brush citizens have piled along the street. It seems the East side of town was the worst.

The Street Department had a mishap with one of their trucks. Estimated damage was \$2800.00 but the maintenance boys can fix it for around \$800.00.

Julie is working on license renewal and is about half way done.

The city started the transition of Tim Hill's replacement about a year ago. Josiah Bayless has been training and is doing a fantastic job. Josiah had several trips to town with the weather this past weekend, so Tim and Zeb decided to allow him to start using a city truck as his transportation.

Tom reported on the following:

Tom reported that the VACCA project will be having public hearings at the county level with the EEZ board.

We are in the process of redoing the Memorandum of Understanding we had with Schreiber's. The dollar amounts and the dates need to be changed and updated. The money has gone from somewhere around \$277,000.00 to \$445,000.00 and we are off by about 6 months on the dates. We will send the new proposal to Schreiber's attorney for their approval and hopefully will have it available for approval at the next council meeting.

David Armstrong made comments about the railroad crossing on Chestnut Street. Zeb told him the railroad had temporarily fixed the crossings but are coming back at the end of March to redo all the crossings. The one on Chestnut will have new rails and concrete.

Craig Diggs made a motion to adjourn the meeting at 6:05 p.m. All ayes, motion carried.

# PRE-DEVELOPMENT APPLICATION

Complete with required information (write 'n/a' if information not applicable to proposal)



☒ Preliminary Plat

Filing Fee: \$200.00

Annexation

Filing Fee: \$100.00

Date: 10-26-2020

Applicant / Company Name: J Builders

Tele: 417-793-1432

Address: 2300 Grand Ave City: Carthage

State: MO Zip: 64836

Contact: Justin Hobwarth

Tele: 417-793-1432

Address: 2300 Grand Ave City: Carthage

State: MO Zip: 64836

Project Name: Katie's 1st Addition

Land Use and Zoning abutting or adjacent to site:

Zoning:

North: FIRST DWELLING

A

South: HEAVY INDUSTRIAL

G

East: SECOND DWELLING

B

West: SECOND DWELLING

B

Project Address / Location: S OF ST. LOUIS AVE & E OF ROBERTSON AVE

Property Owner: J Builders (Justin Hobwarth) Site acreage: \_\_\_\_\_

Subdivision / Tract Description: Katie's 1st Addition

(Lot / Block / Tract Info)

If residential, estimated Number of Dwelling Units: Single family: X

Multi-family: \_\_\_\_\_

Please provide an Overview of your Project:

Upon completion, return to the Public Works Department.

Office Use Only:

Date Received: 10/26/2020

Staff Meeting Date: \_\_\_\_\_

P & Z Meeting Date: \_\_\_\_\_

## PRE-DEVELOPMENT APPLICATION REVIEW PROCESS:

- Request a Pre-Development Application from the Public Works Department
- Applicant completes Application and returns it to the Public Works Department
- Public Works Staff review the application and directs any concerns to the Applicant
- Once the Applicant pays the filing fee the Application is placed on the Agenda for the next Planning, Zoning & Historic Preservation Commission Meeting.
- Applicant is notified of P & Z meeting date.
- Notice of Public Hearing is published in the Carthage Press
- The Public Works Department notifies adjoining property owners within a 185' of the application request. (Annexations Only)
- City Clerk posts agenda no less than 24 hours prior to meeting.
- Planning, Zoning & Historic Preservation Commission conducts meeting and votes on recommendation to City Council regarding approval or denial of application request.
- Upon an approval decision a Council Bill is prepared for first reading at next Council meeting.
- Council Bill goes through a second reading before final approval is given.

**COUNCIL BILL NO. 26-09**

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

An Ordinance authorizing the Mayor to enter into a contract with Pyro Spectaculars, Inc. for the July 4, 2026 firework display in the amount of \$25,000.00, 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 a contract with Pyro Spectaculars, Inc. for the July 4, 2026 firework display in the amount of \$25,000.00, 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.**

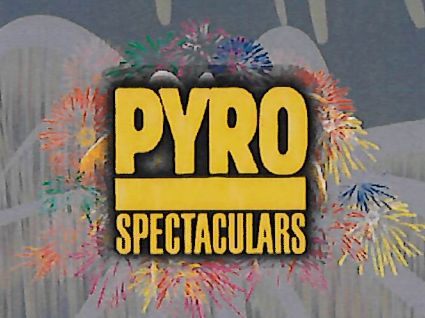
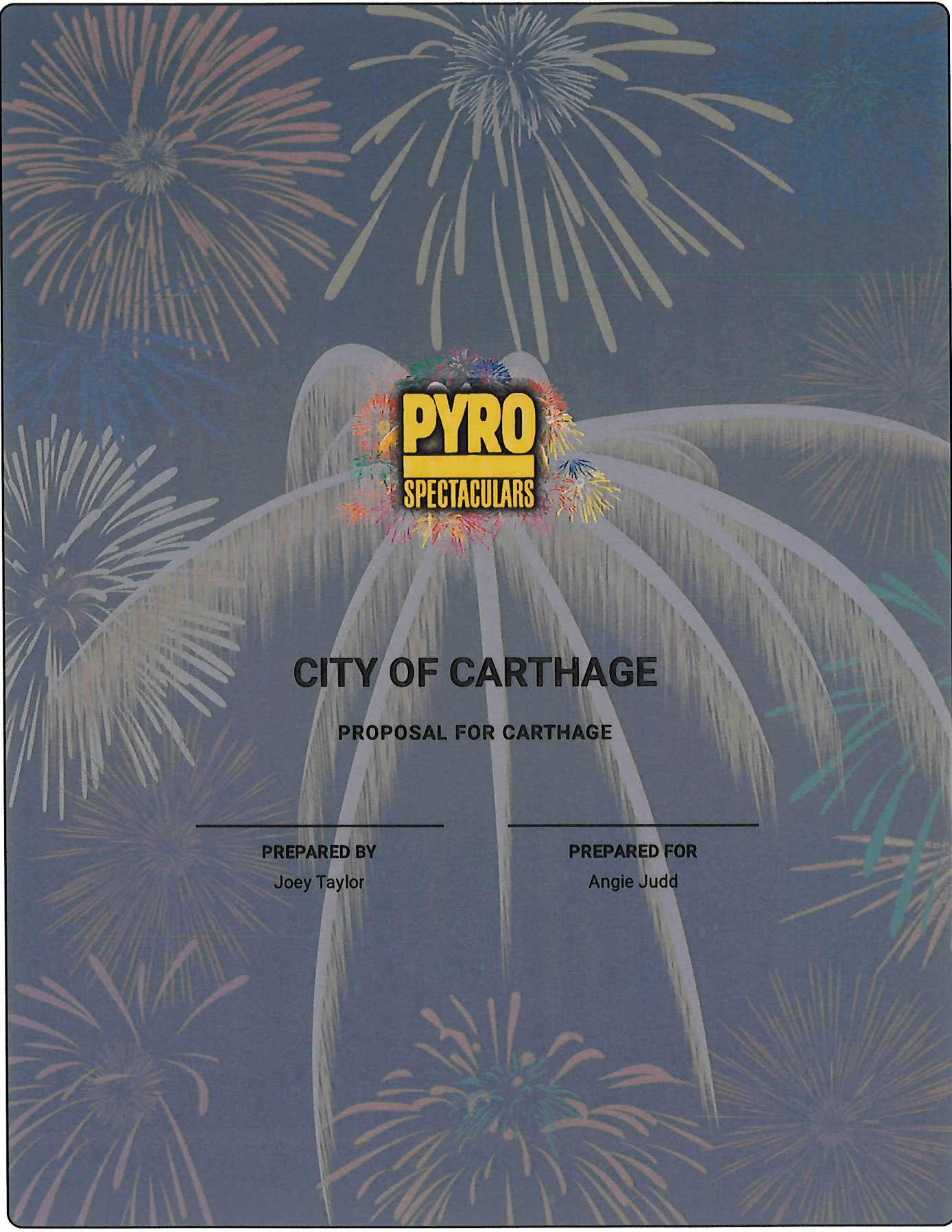
\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

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

**Sponsored by: Public Services Committee**





# CITY OF CARTHAGE

## PROPOSAL FOR CARTHAGE

---

**PREPARED BY**

Joey Taylor

---

**PREPARED FOR**

Angie Judd





January 31, 2026

**CITY OF CARTHAGE**

Angie Judd

521 Robert Ellis Young Dr  
Carthage, MO 64836

**Pyrotechnics** | ☐ Close Proximity ☒ Display Fireworks ☐ Firecrackers  
**Theatrical Effects** | ☐ Spark Machines ☐ Flames ☐ CO2 Cryo Jets ☐ Confetti/Streamers ☐ Lights ☐ Foggers  
**Drones** | ☐ Light Animations ☐ Accents

Dear Angie Judd ,

We preformed:

City of Joplin MO display for 9 years - Contact Paul Bloomberg (417) 625-4750

City of Neosho MO for past 7 Years - Krysti Muhic (417) 451-8062

Table Rock Chamber of Commerce for 6 years - Lynn Harmon (636) 236-6101

We have also preformed your display for the past 6+ years.

Enclosed you will find three important documents that outline our Carthage proposal in detail:

1. **Product Synopsis - Proposal:** Provides the specifications of the devices and products to be used in your event.
2. **Production Agreement:** Presents the terms and conditions for the production of your event, including engagements, duties, and payment dates and amounts..
3. **Scope of Work:** Outlines the responsibilities and services to be provided by both **Pyro Spectaculars, Inc.** and **City of Carthage** that will be necessary for the execution of the production of your event, along with insurance limits and requirements

Pyro Spec reserves the right to increase the display price by 10% for each year.

If you have any questions, or wish to discuss your program in detail, please do not hesitate to contact me or your dedicated Customer Service Representative, Ashley Dasal at (417) 815-7976.

Sincerely,

**Joey Taylor**

jtaylor@pyrospec.com  
(918) 813-9791

**Pyro Spectaculars, Inc.**

# PYROTECHNIC PROPOSAL

## CITY OF CARTHAGE

CARTHAGE | SATURDAY, JULY 04, 2026

\$25,000.00

| MAIN DISPLAY (6 ITEMS)           |     |             |
|----------------------------------|-----|-------------|
| DEVICE NAME                      | QTY | TOTAL SHOTS |
| 2.5" Designer Bombardment Shells | 1   | 90          |
| 3" Designer Bombardment Shells   | 2   | 200         |
| 4" Designer Bombardment Shells   | 7   | 210         |
| 5" Designer Bombardment Shells   | 5   | 90          |
| 6" Designer Bombardment Shells   | 6   | 90          |
| 8" Designer Bombardment Shells   | 3   | 3           |
| Main Display Totals              | 24  | 683         |

|                                                                                                    |                                                                                                        |                                                                                                      |                                                                                                      |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
|  Total Items: 6 |  Total Quantity: 24 |  Total Shots: 683 |  Product Types: 1 |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.

# PYRO SPECTACULARS, INC. PRODUCTION AGREEMENT

This agreement and scope of work, hereinafter referred to as "Agreement," is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as "Pyro," and **City of Carthage**, hereinafter referred to as "Client." Pyro and Client are sometimes collectively referred to as "Parties" or individually as "Party."

## SCOPE OF WORK

1. **Engagement** – Client hereby engages Pyro to provide to Client a production or series of productions that includes the following checked elements ("Production"), and Pyro accepts such engagement upon all of the promises, terms, and conditions hereinafter set forth ("Scope of Work"). The Production shall be substantially as outlined in the proposal from Pyro to Client dated **January 31, 2026**, attached hereto and incorporated herein by this reference.

### 2. Elements of the Production as described in the Proposal

| Pyrotechnics                                                                                                                               | Theatrical Effects                                                                                                                                                                                                                         | Drones / Other                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Close Proximity<br><input checked="" type="checkbox"/> Display Fireworks<br><input type="checkbox"/> Firecrackers | <input type="checkbox"/> Spark Machines<br><input type="checkbox"/> Flames<br><input type="checkbox"/> CO2 Cryo Jets<br><input type="checkbox"/> Confetti/Streamers<br><input type="checkbox"/> Lights<br><input type="checkbox"/> Foggers | <input type="checkbox"/> Light Animations<br><input type="checkbox"/> Accents<br><input type="checkbox"/> Other |

3. **Fees, Interest, and Expenses** – Client agrees to pay Pyro a fee of **\$25,000.00 USD** ("Fee") plus permit and standby expenses for the Production as follows:

**Initial Payment.** A payment in the amount of **\$12,500.00**, plus estimated expenses of **\$0.00** is due upon execution of this Agreement by both Parties but no later than **Friday, March 13, 2026**.

**Final Payment.** A final payment of **\$12,500.00** plus any remaining outstanding amounts (e.g., estimate expenses) is due on **Friday, June 19, 2026**.

### 4. Pyro shall provide the following Services to Client:

#### a. Time and Place – The Production(s) shall take place as follows:

| Date                    | Approx. Time | Location                          |
|-------------------------|--------------|-----------------------------------|
| Saturday, July 04, 2026 | 09:00 PM     | Carthage Park - Carthage, City of |

- b. **Pyro Services** – Pyro shall provide all services, trained technicians, equipment, products, shipping, application for specific permits covering Pyro services only, insurance covering the Production, and the other things on its part to be performed, including preproduction services, (hereinafter, collectively, "Services") as more specifically set forth in this Production Agreement and Scope of Work for each Production.
- c. **Expenses** – Pyro shall pay all normal expenses directly related to the Production, including freight, insurance as specified herein, and qualified personnel to set up and perform the Production. Client shall pay all costs related to the Production not supplied by Pyro, including, but not limited to, those items outlined as Client's responsibility in this Agreement and Scope of Work.
- d. **Preproduction** – Pyro shall provide preproduction Services and Costs for the Production as applicable, including advance acquisition of materials and products; design, engineering, programming, handling, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance and MCS90 explosives transportation coverage.

- e. **Permits** – Pyro shall make application only for specific fireworks related permits applicable to its Services only in the Production, including the to the local fire department and notices to FAA and USCG, if required. Client shall pay the costs of all permits in addition to the Fee.

**5. Client shall provide the following to Pyro:**

- a. **Site Arrangements** – Client shall provide a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 8 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.
- b. **On-Site Labor** - All on-site labor costs, if any, not provided or performed by Pyro personnel, including, but not limited to, local union requirements, all Site security, Police and Fire Department standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, and clean-up crew. All these additional personnel and services shall be fully insured by and the sole responsibility of Client.
- c. **Permitting** - Coordination and any applicable event permitting with the local, state or federal government that may hold authority within the Site and Production venue other than permitting expressly provided by Pyro. Costs of all permits required for the presentation of the Production and the event as a whole.
- d. **Safety Zone** - Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that Pyro is at the Site and the load site (if different) on the date(s) of the Production and all set-up and load-out dates, including land and water security to keep unauthorized people, vehicles, vessels, and aircraft from entering the Safety Zone.
- e. **General Services** - General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for Pyro personnel within the venue, secure parking for Pyro vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

## **GENERAL TERMS AND CONDITIONS**

6. **Proprietary Rights** – Pyro represents and warrants that it owns all copyrights, including performance rights, to this Production, except that Pyro does not own Client-owned material or third-party-owned material that has been included in the Production, and as to such Client-owned and third-party-owned material, Client assumes full responsibility therefore. Client agrees that Pyro shall retain ownership of, and all copyrights and other rights to, the Production, except that Pyro shall not acquire or retain any ownership or other rights in or to Client-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, Client consents to the use of Client-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. Pyro reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of Pyro is prohibited.

7. **Safety** – Pyro and Client shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within Pyro's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by Pyro for fireworks and confetti to fail or malfunction, or for Pyro to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of Pyro.

8. **Security** – Client shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by Pyro from entering an area to be designated by Pyro as the area for the set-up and discharge of the Production, including a fallout area satisfactory to Pyro where the fireworks and confetti may safely rise and any debris may safely fall. Pyro shall have no responsibility for monitoring or controlling Client's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

9. **Cleanup** – Pyro shall be responsible for the removal of all equipment provided by Pyro and clean up of any live pyrotechnic debris made necessary by PYRO. Client shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

10. **Permits** – Pyro agrees to apply for permits for the firing of pyrotechnics only from the Local Fire Department, FAA, and USCG, if required. Client shall be responsible for any fees associated with these permits including standby fees. Client shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

**11. Insurance** – Pyro shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with Pyro's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect Client from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from Pyro's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from Client's negligence or willful conduct or from failure of Client to perform its obligations under this Agreement, coverage for which shall be provided by Client.

The coverage of these policies shall be subject to reasonable inspection by Client. Certificates of Insurance evidencing the required general liability coverage shall be furnished to Client prior to the rendering of services hereunder and shall include the following: that the following are named as additionally insured: Client; Sponsors, Landowners, Barge Owners, if any; Permitting Authorities, with respect to the operations of Pyro at the Production; Subcontractors or providers, if any, not covered under their own policies of insurance required hereby

**12. Indemnification** – Pyro represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, Pyro shall indemnify, hold harmless, and defend Client and the additional insureds from and against any claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of Pyro, their officers, agents, contractors, providers, or employees. Client shall indemnify, hold harmless, and defend Pyro from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of Client, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

**13. Limitation of Damages for Ordinary Breach** – Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 11 and 12, above, in the event Client claims that Pyro has breached this Agreement or was otherwise negligent in performing the production provided herein Client shall not be entitled to claim monetary damages from Pyro beyond the amount Client has paid to Pyro under this Agreement, and shall not be entitled to claim or recover any consequential damages from Pyro including, without limitation, damages for loss of income, business or profits.

**14. Force Majeure** – Client agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Pyro and Pyro which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which Client has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, Pyro is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which Client has purchased the Production be canceled as a result of such causes, Client may (i) reschedule the Production and pay Pyro such sums as provided in Paragraph 15, or (ii) cancel the Production and pay Pyro such sums as provided in Paragraph 16, based upon when the Production is canceled.

**15. Rescheduling Of Event** – If Client elects to reschedule the Production, Pyro shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. Client and Pyro shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks or confetti production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless Pyro agrees that such rescheduling will not adversely affect normal business operations during those periods.

**16. Right To Cancel** – Client shall have the option to unilaterally cancel the Production prior to the scheduled date. If Client exercises this option, Client agrees to pay to Pyro, as liquidated damages, the following percentages of the Fee as set forth in the Scope of Work, Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event Client cancels the Production, it will be impractical or extremely difficult to fix actual amount of Pyro's damages. The foregoing represents a reasonable estimate of the damages Pyro will suffer if Client cancels the Production.

**17. No Joint Venture** – It is agreed, nothing in this Agreement or in Pyro's performance of the Production shall be construed as forming a partnership or joint venture between Client and Pyro. Pyro shall be and is an independent contractor with Client and not an employee of Client. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

**18. Applicable Law** – This Agreement shall be governed by, and venue shall be in, the state where the Production is to be performed. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the



full dollar amounts outlined in this Agreement are enforceable.

**19. Notices** – Any Notice to the Parties permitted or required under this Agreement may be given by tracked overnight courier requiring a signature which is effective the next business day, or by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows:

**Pyro** – Pyro Spectaculars, Inc., PO Box 2329, Rialto, CA, 92377, US, or for overnight delivery to 3196 N. Locust, Rialto, CA, 92377, US. With an email copy to General Counsel: gbrown@pyrospec.com.

**Client** – City of Carthage, 521 Robert Ellis Young Dr, Carthage, MO, 64836, US.

**20. Modification of Terms** – All terms of this Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

**21. Severability** – If there is more than one Client, they shall be jointly and severally responsible to perform Client's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by Client and after it is executed and accepted by Pyro at Pyro's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

**22. Price Firm** - EXECUTED AGREEMENT MUST BE RECEIVED TO Pyro BY Saturday, February 28, 2026. See Scope of Work, paragraph 3 b).

**[Signatures on next page]**

Price Firm Date Saturday, February 28, 2026

EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.

See PRICE FIRM conditions, paragraph 3b and paragraph 22, above.

Pyro Spectaculars Midwest, LLC

BY:



PRINT NAME: Matt Gilfillan

ITS: Vice President

DATE:

2/18/26

SHOW PRODUCER: Joey Taylor

City of Carthage

BY:

\_\_\_\_\_

ITS:

\_\_\_\_\_

PRINT NAME:

\_\_\_\_\_

DATE:

\_\_\_\_\_



COUNCIL BILL NO. 26-10

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

An Ordinance authorizing the Mayor to enter into a contract with the Fair Acres Family Y, Inc. for Management of the Aquatic Facilities for the 2026 season in the amount of \$100,000.00, 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 a Management contract with the Fair Acres Family Y, Inc. to manage the Aquatic Facilities owned by the City of Carthage for 2026, for \$100,000.00, a copy of which 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**

# Pool Management Agreement

THIS CONTRACT is made as of this \_\_\_\_ day of \_\_\_\_\_ 2026 by and between the City of Carthage, located in Missouri, hereinafter called "City" and Fair Acres Family Y, Inc., a non-profit company, hereinafter called "YMCA".

WHEREAS, the City owns the Municipal Pool in Municipal Park and the Wading pool in Central Park; and

WHEREAS, the City desires to retain YMCA to manage the operations of their pool facilities; and

WHEREAS, YMCA possesses the expertise and experience necessary to provide pool management services to the City.

NOW, THEREFORE, for and in consideration of mutual covenants herein contained, it is agreed as follows:

## **Section 1. Representations and Warranties of YMCA.**

YMCA hereby represents and warrants as follows:

- Under this agreement, YMCA will manage the operations of both pools as per the scope of duties outlined in Section 2.
- YMCA is a non-profit company, organized in the State of Missouri.
- YMCA warrants and represents that its services provided under this Contract will at all times be performed and delivered in a competent, skillful and workmanlike manner and will in all respects be fit for their intended purposes.
- YMCA warrants and represents that it is duly qualified to do business in Missouri and that it possesses all necessary authority to transact business in the state.

## **Section 2. Services to be provided by YMCA.**

YMCA shall provide the following managerial and operational services:

### **2.1. Operations and Maintenance of Pools.**

- YMCA shall provide for the operation of the pools during the following hours

Municipal Park Pool Saturday of Memorial Day to the Second Weekend in August

Open Daily 1:00 - 6:00 p.m.

Central Park Pool Open by the 10<sup>th</sup> of June to the Second Weekend in August.

Monday - Friday Noon - 4:00 p.m.

Pool hours may decrease or increase, based on need or holiday. The YMCA may close the pool for up to two swim meets (3 days) without authorization from the City. Additional days and swim meets with approval of the Parks Director.

- YMCA is solely authorized to conduct swimming instruction, water exercise programs, and swim team activities. Private parties will be scheduled by YMCA and staffed by YMCA personnel at the rate of \$300 for Municipal and \$125 for Central for 2 hours. In general, the YMCA agrees to provide the personnel necessary to organize, publicize, manage and operate the City's swimming pool facilities. Also, the YMCA agrees to be liable for the operating costs incurred by these programs.

**2.2 Spring Opening:** Access to the facility for this preparation work is to be coordinated with the Director of Parks and Recreation.

**YMCA will:**

- Set up, clean and prepare for usage of all movable equipment, including tables, chairs, lounges, umbrellas, lifeguard chairs, etc.
- Place lifeguard chairs.
- Check and test equipment, i.e. chemical feeders, etc. and report status to Director of Parks and Recreation.
- Check diving boards and towers.
- Furnish, store and inject necessary chemicals for operation of the pools.
- Clean pool area within the pool enclosure.
- Clean the locker room and restroom facility daily.
- Be responsible for check out and handling of facility keys to staff.
- Offer limited concessions (guests can bring their own food and drinks)
- Provide free dinners for children Monday - Friday

**City will:**

- Paint Pools as needed.
- Clean pools.
- Fill pools.
- Install diving boards, basketball goals, ladders, shade and umbrella tarps.
- Provide pool vacuum.

**2.3 Operation of The Pools**

YMCA will use reasonable care and diligence to provide the following services for the operation of the Pools:

- Maintain records attendance, sales and purchases.
- Furnish and supply necessary consumable first aid supplies adequate to the size of each pool facility. First aid kit will include a pocket mask with a one-way valve, and a bodily fluid exposure kit. YMCA shall provide first responder first aid kits, including rubber gloves and pocket mask with one-way valve, for all on-duty personnel.
- Provide a backboard for the pool at the Municipal Park.

- Provide rescue equipment for lifeguards.
- Vacuum pools. Each pool will be vacuumed entirely a minimum of one time a week to maintain a clean appearance and be free of all debris.
- Work with the Director of Parks and Recreation in handling complaints. YMCA will retain a record of all problems brought to their attention
- Conduct in-service training as per guidelines of Red Cross or equivalent.
- The City will review this log at weekly intervals. A daily log of communication will be kept in the manager's office.
- Keep detailed records of any pullouts where a lifeguard enters the water for a rescue, describing the circumstances surrounding the incident and denoting the specific location of the pull out.
- Clean the facility, including: guard and manager office areas, bathhouse, all areas within the fencing, and restrooms. When possible cleaning to be completed outside of operational hours.
- Maintain water chemistry tests and records as required by the State.
- Pricing for the community will be as follows:
  - ▶ YMCA member's entrance fee has been negotiated into the contract total
  - ▶ \$5 general admission
  - ▶ Free swim will be offered on Wednesdays for Carthage residents.

## **2.4 Fall Closing / Winterizing**

### **YMCA will:**

- Remove and store movable equipment.
- Clean outdoor restrooms, lifeguard room, pump room, breezeway entry, deck area, storage areas, etc.
- Remove hair and debris from hair and lint traps.
- An end of season inspection shall be conducted immediately upon conclusion of the pool season, and a written report submitted to the Director of Parks and Recreation. The YMCA shall perform reasonable inspections of all equipment and advise the owner of needed repairs and/or replacement of defective, worn, or damaged equipment in the year-end written report.
- The YMCA shall also be responsible for inspecting pool signage and shall advise the City of any needed replacements to ensure safe pool operations.
- Return all keys to the Director of Parks and Recreation.

### **City will:**

- Drain and store hoses.
- Drain filtration system.
- Drain all plumbing necessary for winter
- Drain appropriate pools.
- Store all ladders, check diving boards and furniture.
- The cost of any necessary winterizing will be borne by the City.

## **2.5 Operational Supplies/Utilities**

### **YMCA will:**

- Furnish necessary chemicals and first-aid supplies as specified, for the pool operation during the season.
- Furnish all equipment supplies necessary to operate the pool.
- Provide janitorial supplies (paper towels, soap, trash bags, toilet paper, cleaners and light bulbs) for the facility.
- Be responsible for the care of City property used for the operation of Pools and said equipment shall be returned to the City at the end of the season in the same condition as received, reasonable wear and tear expected.
- Try to prevent losses and damages to City owned property during hours of operation.

Damaged or malfunctioning equipment should be reported immediately to the Director of Parks and Recreation. A checklist of City owned equipment will be filled out by the City and YMCA each year at opening and closing.

### **City will:**

- Maintain, backwash and operate the filter equipment in accordance with manufacturers' requirements.
- Furnish water, telephone, electricity, gas and internet and pay for the same.
- Provide pool vacuum for cleaning and necessary chemical disbursement equipment.
- Provide four (4) sets of keys for locks that access the pool, bathhouse and equipment areas.

### **2.6 Maintenance and Replacement of City Owned Equipment**

Repairs and replacement of equipment needed during the season to continue the operation of Pools and to maintain health and safety standards shall be the responsibility of the City. The City is responsible for the maintenance and replacement of the buildings, structures, utilities, and surrounding areas including shrubbery.

### **Section 3. Personnel**

- The YMCA shall furnish sufficient personnel for the operation of a safe and sanitary pool.
- All lifeguards will hold a minimum qualification of an advance lifeguarding certificate from Red Cross or equivalent. All certifications must be current. Staff will be at least 15 years of age. Said personnel will be furnished in a manner to operate the facilities in the safest manner possible and in the best interests of the City.
- All management personnel (pool manager, pool assistant manager and head guards) shall be trained in administering first aid, CPR and the function and operation of Spinal Backboards
- All staff must be uniformly identified at all times in Lifeguard uniform clothing.
- All personnel employed by the YMCA in the performance of fulfilling a contract for the operation of the Pools shall be considered employees of the YMCA and not the City. All personnel employed by the YMCA shall be paid in accordance with the minimum State and Federal Wage and Hour Laws.
- The YMCA shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.
- The YMCA shall provide the Parks and Recreation Director with a list of current employees

including names, addresses, age, certifications of every employee working on the City's property upon request.

- The YMCA shall have the authority to close the Pools during inclement weather. The YMCA shall have the personnel available seven (7) days a week, to attend to any problems that may arise.
- Additionally, The City may determine if the facility will be closed for the day.

The pool shall normally be staffed for all public session swimming times at the following typical levels.

|            |                                                |
|------------|------------------------------------------------|
| <u>1</u>   | Pool Manager, Assistant manager, or Head guard |
| <u>5-6</u> | Lifeguards at the Municipal Pool               |
| <u>1</u>   | Lifeguards at the Central Park Wading Pool     |
| <u>1-2</u> | Concessions/Gate                               |

#### **Section 4. Method of Payment.**

The undersigned, having examined and being familiar with the conditions affecting the service desired to be performed as outlined in the specifications and other contract documents relating to both Pools hereby agrees to perform everything required and to provide and furnish any and all labor, materials, chemicals, tools, and expendable equipment necessary to operate the Pools in a safe, healthy, sanitary and efficient manner, in strict accordance with aforementioned contract documents for the sum hereafter specified. The YMCA agrees to provide all items as listed in the accompanying specifications as part of the base bid "Management Fee".

| Due                      | 2026      |
|--------------------------|-----------|
| April 15                 | \$20,000  |
| May 15                   | \$20,000  |
| June 15                  | \$20,000  |
| July 15                  | \$20,000  |
| August 15                | \$20,000  |
|                          |           |
| Total Management Fee Bid | \$100,000 |

- This amount includes 4<sup>th</sup> of July community free swimming and extended hours at no charge for that holiday. Includes:
  - ▶ Time and a half for employees
  - ▶ 8 hours open (instead of 6)
  - ▶ No gate fees on that day

#### **Section 5. Health and Safety Standards**

YMCA shall meet all Local, State and Federal requirements as they relate to its operation.

The City shall have the ultimate authority and responsibility for compliance with the Virginia Graeme Balcer Pool and Spa Safety Act and Americans with Disability Act compliance. YMCA shall

communicate with the Parks and Recreation Director about any violations it observes under the Acts.

## **Section 6. Services to be Provided by City**

The City will be responsible for the repairs of the buildings and structures, utilities and surrounding areas including shrubbery, except policing for trash, waste, garbage and other debris.

The City shall provide YMCA four sets of keys for locks that access the facility.

## **Section 7. Insurance:**

YMCA shall procure and maintain, for the duration of the contract, insurance of the types and minimum amounts as follows and name City as an additional named insured.

### **7.1 Worker's Compensation Insurance**

YMCA shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement.

### **7.2 Comprehensive General Liability Insurance.**

YMCA shall carry commercial general liability which includes bodily injury and property damage. The policy will include protection for and subject to the minimum limits set forth below:

General Liability \$1,000,000 each occurrence/\$2,000,000 Aggregate combined single limit bodily injury and property damage.

The policy will include protection for the following hazards:

- Premises and Operation
- Independent YMCA's Coverage
- Products and Completed Operations Liability Coverage
- Personal Injury Liability
- Broad Form Property Damage
- Shall name the City as an additional insured

### **7.3 Satisfactory Coverage.**

The insurance which YMCA is required to obtain and maintain pursuant to this Section shall be written by a company or companies licensed to do business in the State of Missouri. YMCA shall not allow any policies to be canceled or permit the policies to lapse during the Term of the Agreement.

### **7.4 Indemnification.**

YMCA shall, at its sole cost and expense, indemnify, hold harmless and protect the City, including its officers and employees, from and against any and all claims, damages, costs or expenses (including court costs and reasonable attorney's fees) for any claim arising out of YMCA's negligent acts under this Agreement; provided, however, that this hold harmless and indemnification shall not apply where

such claims, actions, damage, liability, or expenses result from any omission, fault, negligence, or misconduct on the part of the City, its agents, servants, employees, YMCAs, or licensees. Notwithstanding the foregoing, YMCA's indemnity obligations are limited solely to the extent directly caused by YMCA's fault or negligence.

### **Section 8. Independent YMCA**

YMCA is retained by City only for the purposes of, and to the extent set forth in, this Contract, and the relationship of YMCA with City under this Contract during the term of this Contract shall be that of an independent YMCA and not an employee, partner, member, owner, officer, director or other agent of City. YMCA agrees to devote sufficient time, effort, resources, ability, skill and attention as may be necessary for YMCA to perform the services required to be provided to City under this Contract, but performing such services subject to the provisions of this Contract, all applicable laws, rules, regulations governing the business of YMCA and the work to be performed hereunder.

YMCA shall not be considered by reason of the provisions of this Contract or otherwise as being an employee of City. This Agreement will not be deemed to create a partnership, joint venture, agency or fiduciary relationship between the parties. YMCA shall have no right to bind City to any agreement with any other person or entity and is not authorized to act for City in any manner except as expressly set forth in the Agreement.

### **Section 9. Notices.**

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party, or by electronic communication or via hand delivery.

YMCA  
Attn: Director or Registered Agent  
2600 Grand Avenue  
Carthage, MO 64836

The City of Carthage  
Attn: Director of Parks and Recreation  
720 Robert Ellis Young Drive  
Carthage, MO 64836

### **Section 10. Changes.**

No change in this Contract shall be made except in writing prior to the change in work or terms being performed. YMCA shall make any and all changes in the Work without invalidating this Contract when specifically required to do so in writing by the City. YMCA, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.



### **Section 11. Termination.**

This Contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City shall have the right to terminate the Contract at any time if the pool is unable to open or if the pool is forced to close for maintenance reasons or becomes generally inoperable, by giving YMCA written notice to such effect.

- The City **shall** pay to YMCA in full satisfaction and discharge of all amounts owing to YMCA under the Contract an amount equal to the cost of all Work performed by YMCA up to such termination date, less all amounts previously paid to the YMCA on account of the Contract Price. This is not the full payment but payment to make the YMCA whole for all money paid up to the cancellation including salaries and expenses.
- YMCA shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within sixty (60) days after such date of termination. The City shall not be liable to YMCA for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

### **Section 12. Accounting.**

During the period of this Contract, YMCA shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by YMCA.

### **Section 13. Entire Agreement.**

This contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

### **Section 14. Severability.**

All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

### **Section 15 Transferability.**

Neither City nor YMCA shall assign any rights or duties under this Contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract

### **Section 16 Satisfactory Performance.**

The City shall have the right to notify YMCA of any performance by its employees that is detrimental to the best interest of the City, and YMCA agrees to correct such performance within seven (7) days.

**Section 17 Third Party Rights.**

Nothing in this Contract is intended to benefit any third party not a party to this Contract, and no provision of this Contract shall confer any rights upon any such third party.

**Section 18 Venue.**

This Agreement shall be governed by the laws of the State of Missouri. Any legal action or proceedings relating to this Agreement shall be instituted only in Jasper County, Missouri.

IN WITNESS WHEREOF, the parties have made and executed this contract in multiple copies, each of which shall be an original.

CITY OF CARTHAGE

YMCA

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

\_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
By: City Clerk

## Equipment List

### City owns:

- Shade structures
- Ladders
- Pool Vacuum
- ADA Compliant Lift
- Diving Boards
- Picnic Tables
- Large Drink Cooler
- Racks/Shelves
- Everything except baby changing tables in restrooms and office

### YMCA owns:

- Lifeguard chairs (4)
- Basketball goals
- Umbrellas
- Rocking chairs
- Loungers
- Signage
- Fridge
- Freezer
- Microwaves
- Air Conditioning Unit
- All cooking Equipment

COUNCIL BILL: 26-11

ORDINANCE NO: \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF CARTHAGE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A FACILITIES STUDY AND ENVIRONMENTAL DOCUMENTATION AGREEMENT WITH SOUTHWESTERN POWER ADMINISTRATION**

**WHEREAS**, The Carthage Water & Electric Plant Board (“The CWEP Board”) finds and determines it desirable and necessary to install an additional transformer in the Carthage Substation owned by Southwestern Power Administration (“SWPA”) to help relieve capacity concerns and provide for future system growth; and

**WHEREAS**, the addition of the transformer will require expansion of the 161-kilovolt buswork into a new bay, addition of 69-kilovolt equipment into the existing buswork to establish a dedicated bay, and connection of the transformer and all associated equipment; and

**WHEREAS**, various rights, duties, and responsibilities exist between the City of Carthage and SWPA, with regards to the SWPA-owned substation and the addition of the transformer, necessitating a facilities study and environmental documentation agreement (“the Agreement”) be completed between the parties; and

**WHEREAS**, the CWEP Board passed a resolution on February 19, 2026, recommending and requesting the City of Carthage enter into the Agreement with SWPA;

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

**Section 1. Approval of Facilities Study and Environmental Documentation Agreement.** The Mayor of the City of Carthage is hereby authorized to enter into a Facilities Study and Environmental Documentation Agreement (“the Agreement”) with Southwestern Power Administration as presented. The City Clerk is authorized to affix the City’s seal thereto and attest said seal.

**Section 2. Further Authority.** The officers, agents and employees of the City and of Carthage Water & Electric Plant and the CWEP Board are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Agreement.

**Section 3. Effective Date.** 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: CWEP Board

# **Contract No. DE-PM75-26SW00916**

UNITED STATES  
DEPARTMENT OF ENERGY  
SOUTHWESTERN POWER ADMINISTRATION

FACILITIES STUDY AND  
ENVIRONMENTAL DOCUMENTATION AGREEMENT

BETWEEN

SOUTHWESTERN POWER ADMINISTRATION

AND

CITY OF CARTHAGE, MISSOURI

Section 1. Background. (a) Under this Facilities Study and Environmental Documentation Agreement (hereinafter "Agreement") between the City of Carthage, Missouri (hereinafter "Carthage") and Southwestern Power Administration (hereinafter "Southwestern"), Carthage proposes that an additional transformer be installed for Carthage's use in the Carthage Substation owned by Southwestern. The addition of the transformer will require expansion of the 161-kilovolt (kV) buswork into a new bay, addition of 69-kV equipment into the existing buswork to establish a dedicated bay, and connection of the transformer and all associated equipment. For the purposes of this Agreement, the project shall be referred to as the "Carthage Transformer Addition." (Southwestern and Carthage being hereinafter sometimes referred to individually as "Party" and collectively as "Parties").

Section 2. Purpose. The purpose of this Agreement is to: (1) provide for the responsibilities of the Parties in the development and review of the design of the Carthage Transformer Addition; (2) ensure that the proposed Carthage Transformer Addition satisfies Southwestern's technical and property requirements; and (3) ensure that Southwestern's environmental and cultural resource review and documentation requirements are met, under the terms and conditions as set forth in the following sections.

Section 3. Definitions

(a) Compliance Enforcement Authority. The term “Compliance Enforcement Authority,” as used herein, shall mean the Regional Entity with which Southwestern participates, currently Midwest Reliability Organization, or its successor organization, in its role of monitoring and enforcing compliance with the Reliability Standards and Rules of Procedure of the North American Electric Reliability Corporation (hereinafter “NERC”), or its successor organization, as amended.

(b) Good Utility Practice. The term “Good Utility Practice,” as used herein, shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region in which the Parties operate.

(c) System of Carthage - The generation, transmission, and related facilities owned by Carthage, and/or the generation, transmission, and related facilities owned by others, the capacity of which, by contract, is available to and utilized by Carthage to satisfy its requirements and obligations to Southwestern under this Agreement.

(d) System of Southwestern. The term “System of Southwestern,” as used herein, shall mean the generation, transmission, and related facilities owned by Southwestern, and/or the generation, transmission, and related facilities owned by others, the capacity of which, by contract, is available to and utilized by Southwestern to satisfy its requirements and obligations to Carthage under this Agreement.

Section 4. Design and Ownership. (a) Carthage shall be responsible for the development of the design, procurement, construction, and installation of the Carthage Transformer Addition at the Southwestern Carthage Substation to include, but not limited to, facilities described in Section 4(e), subject to the provisions of this Agreement and subject to Southwestern’s General Requirements for Interconnection, including review and approval by Southwestern of the Carthage Transformer Addition design and project documents. Following construction of the Carthage Transformer Addition, and pursuant to a separate agreement between the Parties

providing for the new point of interconnection, Carthage shall own the new transformer being installed as part of the Carthage Transformer Addition.

(b) Facilities to be owned by Southwestern in Southwestern's Carthage Substation pursuant to this Agreement, including but not limited to the ownership transfer of the new 161-kV bay addition and related equipment, shall be designed in accordance with Southwestern's requirements and technical standards as established pursuant to this Agreement. Facilities to be owned by Carthage in Southwestern's Carthage Substation pursuant to this Agreement shall be designed in accordance with either Southwestern or Carthage design criteria, consistent with Southwestern's General Requirements for Interconnection and with Section 4(e) of this Agreement; Provided, That, protective relay design and settings shall be subject to the approval of both Parties regardless of ownership.

(c) Drawings created by Carthage pursuant to Sections 4(a)-(b) of this Agreement shall be owned and maintained by Carthage and provided to Southwestern.

(d) During Carthage's design of the Carthage Transformer Addition, Southwestern may, at its sole option and discretion, perform load flow, short circuit, and stability analyses to identify impacts to the System of Southwestern and neighboring systems associated with the interconnection. Such review may include coordination with Southwest Power Pool, Inc. (hereinafter "SPP").

(e) Southwestern shall determine the facilities required for Carthage to interconnect with the System of Southwestern, and shall provide Carthage with the requirements for such facilities, including, but not limited to:

- i. type of interrupting devices such as breakers, circuit switchers, disconnect switches, and associated control cable and conduit;
- ii. structures such as H frame and dead-end structures and associated bus work;
- iii. modifications to Southwestern's transmission lines including Fiber Optic Ground Wire (hereinafter "OPGW") and OPGW terminal equipment;
- iv. telemetering and communications equipment including meters, current transformers, potential transformers, Supervisory Control and Data Acquisition, Remote Terminal Unit, fiber optics, microwave, radio, leased phone line, etc.;
- v. control building, environmental controls, panels, etc.; and
- vi. site construction materials including fencing and necessary access roadwork.

(f) In the event the facilities determined to be necessary for the Carthage Transformer Addition pursuant to Section 4(e) of this Agreement are inconsistent with the requirements of Southwestern's General Requirements for Interconnection, the facilities determined pursuant to Section 4(e) of this Agreement shall prevail when such facilities, in Southwestern's sole opinion, do not degrade the reliability of the System of Southwestern and are consistent with the requirements of Southwestern, or when, in Southwestern's sole opinion, such facilities create greater reliability on the System of Southwestern, or facilitate maintenance schedules under the review of the Compliance Enforcement Authority overseeing such activities by Southwestern.

(g) Southwestern shall develop a conceptual design of communications and system protection equipment determined by Southwestern to be necessary for the reliable operation and maintenance of the System of Southwestern to include, but not limited to, protective relaying, telemetering and communications equipment including meters, current transformers, potential transformers, Supervisory Controls and Data Acquisition, Remote Terminal Units, fiber optics, radio, and leased phone lines. Southwestern shall provide such conceptual design to Carthage as soon as practicable for review and inclusion in the overall Carthage Transformer Addition design.

(h) Southwestern shall own and maintain any drawings created by Southwestern pursuant to Section 4(g) of this Agreement.

Section 5. General Requirements. (a) The Parties recognize that all work to establish and maintain the Carthage Transformer Addition shall be performed at Carthage's expense and at no expense to Southwestern in accordance with Section 9 of this Agreement.

(b) Southwestern's work under this Agreement shall be performed in accordance with Southwestern's General Requirements for Interconnection and the Department of Energy's National Environmental Policy Act (hereinafter "NEPA") Implementing Procedures 10 CFR Part 1021.

(c) In the performance of its work pursuant to this Agreement, Southwestern may request in writing, and Carthage agrees to provide within 30 days of such written request, information about the Carthage Transformer Addition proposal including, but not limited to, proposed facility configurations, facility site information, communications, land use plans, and environmental and cultural resource documentation.



(d) Southwestern shall perform, or cause to be performed, reviews, assessments, site visits, surveys, and other actions as necessary to complete Southwestern's responsibilities under this Agreement.

(e) Carthage and Southwestern shall each designate a representative (hereinafter "Designated Representative") who shall represent their respective organizations in all matters arising under this Agreement. The Designated Representatives shall be responsible for coordinating and implementing, on an ongoing basis, the terms and conditions of this Agreement, as well as other matters which may be delegated to them by mutual agreement of the Parties. Written notices required under this Agreement shall be sent to the respective Designated Representatives in electronic or hard copy format.

(f) Work under this Agreement shall be performed in accordance with Good Utility Practice and to satisfy any NERC requirements on Southwestern as administered or monitored by the Compliance Enforcement Authority applicable to Southwestern.

(g) Provisions applicable to this Agreement are set forth in Southwestern's General Contract Provisions, attached as Exhibit "1" to this Agreement and by this reference incorporated herein. Definitions set forth in this Agreement shall also apply to their respective terms used in Exhibit "1", and the term "Customer," used in Exhibit "1", shall mean Carthage. Any specific terms and conditions set forth in this Agreement shall have precedence over any provision contained in Southwestern's General Contract Provisions to the extent consistent with statutes and regulations of the United States.

Section 6. Property Requirements. (a) The Parties agree that Southwestern owns the real property upon which the proposed Carthage Transformer Addition is to be constructed.

(b) Southwestern shall own equipment located on the real property specified in Section 6(a) of this Agreement which Southwestern, in its sole judgment, considers to be integral to the System of Southwestern.

(c) Southwestern shall grant Carthage a license to use the real property specified in Section 6(a) of this Agreement for the operation, maintenance, repair, inspection, and replacement of any equipment to be owned by Carthage.

Section 7. Environmental and Cultural Resource Requirements. (a) For the purposes of Southwestern's NEPA requirements, Carthage and Southwestern agree the Carthage

Transformer Addition proposal fits within the class of actions that is listed in DOE's NEPA implementing guidelines, Appendix B to 10 CFR Part 1021, Subpart D, Part B4.6, "Additions or modifications to electric power transmission facilities within previously disturbed or developed area." Therefore, Southwestern may issue a Categorical Exclusion, if no extraordinary circumstances are evaluated during the NEPA review, in order to fulfill its environmental requirements prior to construction of the Carthage Transformer Addition. Cultural Resources requirements shall be implemented in accordance with Section 106 of the National Historic Preservation Act. The Advisory Council on Historic Preservation has defined a federal undertaking in 36 CFR Part 800.16(y) as a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency. Southwestern may require a Phase I Archaeological Survey on previously undisturbed or unevaluated areas within the footprint of the Carthage Transformer Addition. Should a Phase I Archaeological Survey be required, Southwestern will implement Tribal and State Historic Preservation Office coordination after receiving the final Phase I Archaeological Survey report from the City of Carthage.

(b) Should any adverse environmental impacts be identified through Southwestern's review of the design of the Carthage Transformer Addition, Southwestern agrees to coordinate with Carthage to identify mutually acceptable mitigations; Provided, however, that final authority to approve such mitigations shall be vested in Southwestern pursuant to Southwestern's then-effective statutory authorities to approve such mitigations.

Section 8. Southwestern Deliverables. Upon completion of Southwestern's work under this Agreement, Southwestern shall provide to Carthage:

- i. written acknowledgement of Carthage's design of the Carthage Transformer Addition as approved by both Parties;
- ii. draft copies of necessary permits and other documentation necessary to fulfill Southwestern's property requirements on forms mutually acceptable to Southwestern and Carthage;
- iii. written acknowledgement that Southwestern's environmental requirements have been or are being fulfilled; and
- iv. the conceptual design of system protection, controls and communications equipment, pursuant to Section 4(g) of this Agreement, for inclusion in the overall Carthage Transformer Addition design.

Section 9. Reimbursement for Work under this Agreement (a) Carthage shall reimburse Southwestern for Southwestern's work under this Agreement, which Southwestern estimates to be \$50,000. Upon execution of this Agreement, Southwestern shall submit an invoice to

Carthage for \$50,000. Southwestern shall not undertake any work under this Agreement until such funds are received by Southwestern from Carthage. If Carthage does not make such payment within 45 days after the date of Southwestern's invoice to Carthage pursuant to this Section 9(a), this Agreement shall terminate and be without further force or effect. Such termination shall not result in a penalty to either Party.

(b) Reimbursement for Southwestern's work under this Agreement shall include, but shall not be limited to, the cost of necessary tools, materials, labor, travel expenses, personnel per diem allowances, and general, administrative, indirect, and overhead expenses.

(c) In the event the Parties decide not to proceed with construction of the Carthage Transformer Addition, Southwestern shall submit a written statement to Carthage of the actual cost incurred by Southwestern under this Agreement. If the amount provided by Carthage pursuant to Section 9(a) of this Agreement is greater than the actual cost, Southwestern shall refund any remaining funds to Carthage as soon as practicable after the Parties make such a determination.

(d) During implementation of Southwestern's work under this Agreement, Southwestern shall monitor the status of its expenditures and obligations. If it is apparent that additional funds will be required for completion of the required work, Southwestern shall provide written notification to Carthage, and such written notification shall include, but shall not be limited to:

- i. the estimated date that the amount provided by Carthage pursuant to Section 9(a) of this Agreement will be expended;
- ii. the schedule of Southwestern's review and initial work still to be completed; and
- iii. an invoice for the additional funds required by Southwestern to complete Southwestern's review and initial work under this Agreement.

(e) Carthage shall, following review of Southwestern's notice required pursuant to Section 9(d) of this Agreement, provide the additional amount invoiced by Southwestern pursuant to Section 9(d)(iii) of this Agreement within 45 calendar days of the date on such invoice to Carthage, or this Agreement shall terminate and be without further force or effect. Such termination shall not result in a penalty to either Party.

(f) Upon termination of this Agreement pursuant to Section 9(e) hereof, Southwestern shall cease all work related to the Carthage Transformer Addition, other than to

prepare a statement of actual cost incurred by Southwestern as described in Section 9(c) of this Agreement. Carthage is responsible for reimbursement of all actual cost incurred by Southwestern prior to the termination date.

(g) In the event the Parties decide to proceed with construction of the Carthage Transformer Addition pursuant to Section 11 of this Agreement, any remaining funds from this Agreement shall be applied to Southwestern's future work for construction of the Carthage Transformer Addition. Following construction of the Carthage Transformer Addition, Southwestern shall reimburse Carthage for any such funds not used and contributed by Carthage under this Agreement.

(h) Southwestern shall account for the cost incurred for Southwestern's work pursuant to this Agreement under a Work Order accounting procedure and in accordance with the Uniform System of Accounts prescribed for public utilities by the Federal Energy Regulatory Commission (hereinafter "FERC"), or under procedures established by any successor authority having jurisdiction over the accounts of Southwestern. Carthage or its authorized representative shall have the right to examine Southwestern's cost records and accounts, exclusively limited to cost records and accounts related specifically to this Agreement, to verify statements of reimbursable costs submitted by Southwestern. Southwestern shall refund any amounts paid if they are found, by mutual agreement of the Parties, in such examination to exceed the total amount due Southwestern for its actual cost for work hereunder. Carthage agrees that such an examination of Southwestern's records and accounts is for the sole purpose of verifying that an itemized billing statement sets forth the actual costs as reflected by the work order records and that accounts are maintained in accordance with the accounting procedures prescribed by FERC.

Section 10. Schedule. Southwestern and Carthage agree to use due diligence to provide the results of their respective obligations under this Agreement in a timely manner.

Section 11. Decision to Proceed. (a) Upon completion of Southwestern's work under this Agreement, including the submission of deliverables pursuant to Section 8 of this Agreement, Carthage shall inform Southwestern if Carthage desires to execute a mutually agreeable construction agreement to begin construction of the Carthage Transformer Addition. The Parties shall not proceed with the construction of the Carthage Transformer Addition unless and until Southwestern and Carthage, or Carthage's designated agent or contractor, have completed all

applicable environmental and cultural resource requirements pursuant to Section 7 of this Agreement and a construction agreement has been executed.

(b) In the event Carthage decides to proceed with executing a mutually agreeable construction agreement and begin construction of the Carthage Transformer Addition pursuant to the provisions set forth in this Section 11, Carthage will be responsible for the procurement, installation, and construction of the equipment and materials needed for the Carthage Transformer Addition including those facilities identified to be owned by Southwestern pursuant to this Agreement.

Section 12. Recognition of Future System Integration. (a) The Parties agree that the electric load to be served by the Carthage Transformer Addition is a radial load and that, consequently, no loop flow will occur between the System of Southwestern and the System of Carthage through the Carthage Transformer Addition.

(b) In the event that, in the future, Carthage, its agents, or its subsidiaries construct facilities that integrate the System of Carthage with the System of Southwestern such that electricity flows through the Carthage Transformer Addition, the Parties covenant and agree that Carthage shall not assess charges to Southwestern for any use of the System of Carthage to service such loop flows.

(c) In the event that, in the future, Carthage, its agents, or its subsidiaries construct facilities that integrate the System of Carthage with the System of Southwestern such that the System of Southwestern provides interconnection service to Carthage, its agents, or its subsidiaries, Southwestern reserves the right to assess interconnection facilities service charges to Carthage if it is determined by Southwestern that such facilities have caused adverse effects on the System of Southwestern. The assessment of any such charges will be governed by conditions set forth in a separate interconnection and operating agreement to be executed between the Parties.

Section 13. Severability. If any term, provision, or condition of this Agreement is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this Agreement and all remaining terms, provisions, and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and

enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

Section 14. Terms and Modifications. This Agreement shall become effective on the date it is executed by the Administrator or the Administrator's representative and shall remain in full force and effect for five (5) years thereafter unless terminated sooner as provided herein. This Agreement may be terminated by either Party by giving at least 30 days' written notice to the other Party, per notice requirements. This Agreement may not be amended, except by written modification signed by the Parties.

Section 15. Notices. Any written notice, demand, or request required or authorized under this Agreement shall be deemed properly given to or served on Southwestern if emailed to OfficialCorrespondence@swpa.gov or mailed by certified mail, courier service, or some other trackable means to:

Administrator  
Southwestern Power Administration  
6655 S. Lewis Ave.  
Tulsa, OK 74136

Any such notice, demand, or request shall be deemed properly given to or served on Carthage if mailed by certified mail, courier service, or some other trackable means to:

Chuck Bryant  
City of Carthage, Missouri  
627 W. Centennial Ave.  
Carthage, MO 64836

The designation of the person to be notified, or the address of such person, may be changed at any time by either Party upon written notice of such change to the other Party.

Exhibit

"1" General Contract Provisions (100517)

Signatures below indicate acceptance of the terms and conditions set forth in this Agreement between Southwestern and Carthage. The Parties have executed this Agreement using either a handwritten signature or a dually authenticated digital signature using DocuSign, Adobe Sign, or Adobe E-Signature. A dually authenticated digital signature affixed to this Agreement via DocuSign, Adobe Sign, or Adobe E-Signature is considered to be the same as a handwritten signature and shall be considered valid and appropriate as of the date shown on the dually authenticated digital signature.

EXECUTED BY THE ADMINISTRATOR, OR THE ADMINISTRATOR'S DESIGNATED REPRESENTATIVE, SOUTHWESTERN, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026.

UNITED STATES OF AMERICA

\_\_\_\_\_  
Fritha Ohlson  
Senior Vice President/COO  
Southwestern Power Administration

CITY OF CARTHAGE, MISSOURI

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the City of Carthage and that \_\_\_\_\_, who signed this Agreement on behalf of the said city, was then the \_\_\_\_\_ of said city, and that the said Agreement was duly signed for and on behalf of the said city by authority of its governing body, which has within the scope of its corporate powers the authority to legally bind such city under the foregoing Agreement.

By \_\_\_\_\_

**Southwestern Power Administration  
GENERAL CONTRACT PROVISIONS**

| Provision | Title                                                                                                                                                                   | Page     |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>A.</b> | <b>ACCOUNTING, BILLING, PAYMENT, AND LATE PAYMENT CHARGES</b>                                                                                                           | <b>2</b> |
| 1.        | Billing by Southwestern                                                                                                                                                 | 2        |
| 2.        | Payment Terms                                                                                                                                                           | 2        |
| 3.        | Net Billing                                                                                                                                                             | 2        |
| 4.        | Payments By Southwestern                                                                                                                                                | 3        |
| 5.        | Propriety of Rates                                                                                                                                                      | 3        |
| 6.        | Late Payment Charge                                                                                                                                                     | 3        |
| 7.        | Late Payment Interest Charge                                                                                                                                            | 3        |
| 8.        | Penalty Charge for Late Payment                                                                                                                                         | 3        |
| 9.        | Late Payment Administrative Charge                                                                                                                                      | 3        |
| 10.       | Partial Payment                                                                                                                                                         | 4        |
| 11.       | Discontinuance of Service                                                                                                                                               | 4        |
| <b>B.</b> | <b>STANDARD PROVISIONS</b>                                                                                                                                              | <b>4</b> |
| 1.        | Convict Labor                                                                                                                                                           | 4        |
| 2.        | Equal Employment Opportunity                                                                                                                                            | 4        |
| 3.        | Resale Rates                                                                                                                                                            | 4        |
| 4.        | Availability of Funds to Southwestern                                                                                                                                   | 4        |
| 5.        | Termination for Breach                                                                                                                                                  | 5        |
| 6.        | Waivers                                                                                                                                                                 | 5        |
| 7.        | Reliability and Adequacy of Service                                                                                                                                     | 5        |
| 8.        | Continuity of Service                                                                                                                                                   | 5        |
| 9.        | Transfer of Interest by Customer                                                                                                                                        | 5        |
| 10.       | Uncontrollable Force                                                                                                                                                    | 6        |
| 11.       | Liability                                                                                                                                                               | 6        |
| <b>C.</b> | <b>FACILITIES AND CONDITIONS OF SERVICE</b>                                                                                                                             | <b>6</b> |
| 1.        | Facilities to be Furnished by Southwestern and the Customer                                                                                                             | 6        |
| 2.        | Reliability, Safety, Health, and Environmental Requirements in Regard to Construction, Operation, and Maintenance of Non-Federal Facilities on U.S. Government Property | 6        |
| 3.        | Right of Installation and Access                                                                                                                                        | 8        |
| 4.        | Rights for Land Use Acquired by the Customer                                                                                                                            | 9        |
| 5.        | Right of Removal                                                                                                                                                        | 9        |
| 6.        | Right to Upgrade Facilities                                                                                                                                             | 9        |
| 7.        | Limitation on Rights of Entry                                                                                                                                           | 10       |
| 8.        | Assistance by Contracting Parties                                                                                                                                       | 10       |



**A. ACCOUNTING, BILLING, PAYMENT, AND LATE PAYMENT CHARGES**

1. **Billing by Southwestern.** (a) Southwestern shall maintain an accurate record of power, energy, and any other services purchased by the Customer under this Contract.  
(b) For each billing period in which the Customer makes one or more purchases under this Contract, Southwestern shall prepare an invoice in which such purchases are set forth in necessary detail, including the specific quantities of power, energy, and other services provided to the Customer during such billing period, and in which the compensation due Southwestern for such purchases is specified.  
(c) Invoiced quantities may be based on estimates if actual quantities are not available. Adjustments, if any, due to a difference between estimated and actual quantities will be made on an invoice prepared during the billing cycle following the invoice which was based on estimated quantities.
2. **Payment Terms.** (a) Invoices shall be due and payable by the Customer on or before the close of business 20 calendar days after the invoice date, or shall be due and payable on the next business day thereafter if the said due date should fall on a Saturday, Sunday, or official Federal holiday.  
(b) Payment of amounts due to Southwestern may be made through electronic funds transfer (EFT) or may be submitted as checks and mailed to:

Southwestern Power Administration  
One West Third Street  
Tulsa, Oklahoma 74103-3502

- (c) EFT payments shall conform to Southwestern protocols for electronic transfer of funds in effect at the time of the transaction.
  - (d) The designation of the address where payment is to be submitted may be changed by Southwestern upon 30 days' written notice to the Customer.
  - (e) Invoices shall be considered paid when payment is received into Southwestern's designated depository account or credited to Southwestern's depository account in the U.S. Treasury by the end of the business day; Provided, That payments received by mail are accepted as timely and will not be assessed late charges if a U.S. Postal Service postmark for first class mail shows that the payment was received by the Postal Service at least 2 calendar days before the due date; Provided Further, That payments received through EFT are accepted as timely and will not be assessed late charges if they are credited to Southwestern's depository account in the U.S. Treasury on or before the third day after the due date or on the next business day thereafter if said third day is a Saturday, Sunday, or official Federal holiday.
3. **Net Billing.** (a) Whenever the parties agree, payments due Southwestern by the Customer may be offset against payments due the Customer by Southwestern for the sale or exchange of electric power, energy, and other services.  
(b) For services included in net billing procedures, payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists.

- (c) The parties shall exchange such reports and information as either party requires for billing purposes.
  - (d) Net billing procedures shall not be used for any amounts which Southwestern determines, in its sole judgment, to be in dispute.
4. **Payments By Southwestern.** Any payment due the Customer not satisfied by the Net Billing provision of Section 3 of this Provision A, shall be made by Southwestern to the banking account of the Customer by Electronic Funds Transfer.
5. **Propriety of Rates.** (a) Southwestern shall bill the Customer for the Customer's purchases of power, energy, and other services in accordance with the rates placed in effect pursuant to statute.
- (b) The Customer hereby agrees to promptly pay Southwestern under such rate schedules, whether or not the Customer agrees with the propriety or the levels of the rates placed into effect pursuant to law, regulation, or the order of an appropriate authority.
  - (c) In the event that the U.S. Congress amends the manner in which Southwestern calculates or charges for its power sales, the Customer hereby agrees to promptly pay in such an amended manner, subject to the Customer's right to terminate.
6. **Late Payment Charge.** (a) Southwestern shall assess the Customer a Late Payment Charge for each instance in which the Customer is delinquent in making payment to Southwestern.
- (b) Such Late Payment Charge shall be computed by dividing by 12 the then-effective annual interest rate published in the Federal Register by the Department of Treasury, and multiplying the resultant monthly rate times the principal amount past due.
  - (c) Such Late Payment Charge shall be assessed only once for a particular invoiced amount which is past due, irrespective of the number of days between the due date and the final payment of such particular invoiced amount.
7. **Late Payment Interest Charge.** (a) In addition to the Late Payment Charge provided in Section 6 of this Provision A, a daily interest charge shall be assessed on the principal amount past due for each day after the due date until the said amount is paid in full.
- (b) Such daily interest rate shall be computed by recalculating the annual interest rate cited in Section 6(b) of this Provision A for a daily rate.
8. **Penalty Charge for Late Payment.** (a) In the event that the Customer should fail to pay Southwestern any portion of an invoiced amount for a period of more than 90 days past its due date, Southwestern shall assess a penalty charge of 6 percent per year on such outstanding amount.
- (b) This penalty charge shall accrue for the period from the date that the debt became past due until the date when such invoiced amount is paid, and shall be assessed in addition to other charges for late payment which are specified in this Provision A.
9. **Late Payment Administrative Charge.** (a) Southwestern shall assess charges to cover administrative costs incurred as a result of a collection action against the Customer to cover the additional costs incurred in processing and handling such debt collection.

- (b) Calculation of administrative costs shall be based upon actual costs incurred by Southwestern in processing and handling claims against other debtors in similar stages of delinquency.

**10. Partial Payment.** In the event that an invoice is not paid in full, amounts received by Southwestern shall be applied first to outstanding Late Payment penalty and administrative charges; second to outstanding daily interest charges for late payments assessed on the principal; and finally, to payment of the principal amount past due, unless a different rule is prescribed by Federal statute or regulation.

**11. Discontinuance of Service.** (a) If the Customer fails to pay any amount due under this Contract, Southwestern may, at its option, cause the delivery of power, energy, and other services under this Contract to be discontinued upon 90 days' prior written notice to the Customer, unless payment of the amounts due is made by the Customer within such 90-day period.

- (b) Such discontinuance of the delivery of power, energy, and other services, as herein provided, shall not relieve the Customer of liability for any minimum Southwestern charges under rate schedules applicable to this Contract during the period of such discontinuance.

- (c) The rights granted Southwestern herein shall be in addition to all other remedies available to Southwestern, either by law or in equity, for the breach of any of the provisions of this Contract.

## **B. STANDARD PROVISIONS**

**1. Convict Labor.** In connection with the performance of work under this Contract, the Customer agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. § 3622(c)), and Executive Order 11755, December 29, 1973, as amended.

**2. Equal Employment Opportunity.** During the performance of this Contract, the Customer agrees to abide by and to fulfill the nondiscrimination requirements of the "equal opportunity clause" contained in Section 202 of Executive Order 11246 dated September 28, 1965 (30 F.R. 12319), any Executive Order amending such order, and any other Executive Order superseding such order.

**3. Resale Rates.** The parties hereto understand and agree that the purpose of making federally generated power available is to encourage the most widespread use thereof, and the Customer therefore agrees that the benefits of any federally generated power received pursuant to this Contract shall be made available at fair and reasonable terms to all of its consumers at the lowest possible rates consistent with sound business principles.

**4. Availability of Funds to Southwestern.** (a) This Contract and all rights and obligations hereunder, and the expenditure of funds by Southwestern under the provisions hereof, are expressly conditioned and contingent upon the Congress making available (through direct appropriation, authorization of a revolving fund, the authority to borrow funds, or through such other means as it may provide) the necessary funds or the authority to accept funds from others to enable Southwestern to carry out the provisions of this Contract, and if such funds or authorities are not available, this Contract shall terminate and have no further force or effect as of the last day for which

funds or authorities were available, and the Customer hereby releases Southwestern from any and all liability for failure to perform and fulfill its obligations under this Contract for that reason.

- (b) No obligation contained herein for the future payment of money by Southwestern, or liability on the part of Southwestern for breach of any of the provisions contained herein, shall be binding upon or enforceable against Southwestern unless and until funds, as provided in Section 4(a) of this Provision B, are available out of which such obligations or liability can be legally paid.
- (c) Nothing in this Contract may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet any deficiencies or obligations incurred under this Contract.

5. **Termination for Breach.** (a) If either party hereto breaches a material provision of this Contract, the other party, at its option, may terminate this Contract upon 30 days' prior written notice of its intention to do so, and this Contract ipso facto shall terminate at the end of such 30-day period unless such violation is corrected within that period.

- (b) Neither party hereto shall be considered to be in default or breach with respect to any obligation under this Contract if prevented from fulfilling such obligation by reason of an Uncontrollable Force as herein defined.

6. **Waivers.** Waiver at any time of rights with respect to a default or any other matter arising in connection with this Contract shall not be deemed to be a waiver with respect to any subsequent default or matter.

7. **Reliability and Adequacy of Service.** (a) Electric service rendered by Southwestern under this Contract shall meet accepted standards of reliability and adequacy.

- (b) If questions are raised concerning the quality of service, factual data shall be obtained with respect to the character of such service, and appropriate corrective or remedial action shall be promptly taken by the party at fault.

8. **Continuity of Service.** (a) Services provided by Southwestern to the Customer under this Contract shall be delivered by Southwestern as scheduled, except for interruptions or curtailments in delivery caused by an Uncontrollable Force as herein defined, by the operation of devices or dispatcher action for system protection, or by the necessary installation, maintenance, repair, and replacement of equipment.

- (b) Such interruptions or reductions in service, as hereinbefore set forth, shall not constitute a breach of this Contract, and neither party shall be liable to the other for damages resulting therefrom.
- (c) Except in case of an emergency, Southwestern shall give the Customer reasonable advance notice of temporary interruptions or curtailments in service necessary for such installation, maintenance, repair, and replacement of equipment, and shall, insofar as is practicable, schedule such interruptions or curtailments so as to cause the least inconvenience to the Customer.

9. **Transfer of Interest by Customer.** (a) No voluntary transfer of this Contract or of the rights of the Customer hereunder shall be made without the written approval of the Administrator, Southwestern; Provided, That any successor to or assignee of the rights of the Customer, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of this Contract to the same extent as though such successor or assignee were the original contractor

hereunder; Provided Further, That the execution of a mortgage or trust deed, or judicial or foreclosure sale made thereunder, shall not be deemed voluntary transfers within the meaning of this Section 9.

- (b) If receiving Federal power pursuant to this contract, the Customer will not sell, lease, or otherwise dispose of its electrical distribution system without giving Southwestern at least 120 days' prior written notice.
- (c) The Customer's rights to Federal power and concomitant services, as may be set forth in this Contract and in Southwestern's Final Power Allocations (1980-1988), 45 F.R. 19032 (1980), come by virtue of the Customer's status as an entity entitled to preference in Southwestern's marketing of Federal power pursuant to Section 5 of the Flood Control Act of 1944 (58 Stat. 887,890; 16 U.S.C. 825s). If the Administrator, Southwestern, determines, in his or her sole judgment, that actions taken by the Customer have abrogated the Customer's status as a "preference" entity, then the Administrator may, at his or her sole option, terminate this Contract, such termination to become effective on the date specified by Southwestern, in an official written notice to the Customer.

**10. Uncontrollable Force.** The term "Uncontrollable Force," as used herein, shall mean any force which is not within the control of the party affected, including, but not limited to, failure of water supply, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, war, act of war, terrorist acts, or restraint by court of general jurisdiction, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid.

**11. Liability.** The Customer hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Customer's, its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract. The United States shall be liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

## **C. FACILITIES AND CONDITIONS OF SERVICE**

- 1. Facilities to be Furnished by Southwestern and the Customer.** Southwestern and the Customer shall furnish, install, maintain, and operate, or cause to be furnished, installed, maintained, and operated, such facilities and equipment, including metering equipment, as may be necessary to fulfill their respective obligations under this Contract and to assure reasonable protection to the facilities of others.
- 2. Reliability, Safety, Health, and Environmental Requirements in Regard to Construction, Operation, and Maintenance of Non-Federal Facilities on U.S. Government Property.** (a) The provisions of this Section 2 shall apply only if the Customer, its agents or contractors, or its member entities perform maintenance, operations, or construction on the property of the U.S. Government (Government), or on easements shared by the Government and the Customer.

- (b) Such construction, maintenance, and operation shall be performed in accordance with standards at least equal to those provided by the National Electrical Safety Code and shall conform to safety, environmental, and security procedures identified by Southwestern as appropriate to each facility in which such work is performed. Southwestern provides such written procedures in each of the facilities it maintains and to affected customers.
- (c) The Customer and/or its member entities shall take all reasonable precautions in the performance of such work to protect the public and the environment. The Customer and/or its member entities shall comply with all applicable local, state, and Federal regulations and requirements in the performance of such work, including, but not limited to, the National Environmental Policy Act; the Clean Air Act; the Clean Water Act; the Comprehensive Environmental Responsibility, Compensation, and Liability Act; the Toxic Substances Control Act; the Oil Pollution Act; the Resource Conservation and Recovery Act; the Superfund Amendments and Reauthorization Act (SARA); SARA Title III (Emergency Planning and Community Right-to-Know Act of 1986); and the Occupational Safety and Health Act.
- (d) In the event that Southwestern, at its sole option and in its sole judgment, determines that construction, maintenance, or operation of facilities which are performed under this Contract by the Customer, and/or one of its member entities, do not meet the standards and/or regulations and requirements specified in this Section 2, or if Southwestern determines, in its sole judgment, that a condition exists which provides a potentially adverse impact (1) on the reliability of services provided by Southwestern to its customers, (2) on the safety and/or health of the public or employees and agents of the parties hereto, and/or (3) on the environment, then Southwestern may provide written notice to the Customer and/or its member entity of the deficient condition; Provided, That if such condition, in Southwestern's sole judgment and at Southwestern's sole option, requires immediate attention and does not allow time for such notice, Southwestern will remedy the condition and, where appropriate, bill the Customer in accordance with Section 8(b) of this Provision C.
- (e) Where, in Southwestern's sole judgment, remedy of the said deficient condition is not time critical, the Customer and/or its member entity shall provide a written plan and schedule to Southwestern within 30 days of receipt of the said written notice. Such plan and schedule shall provide for correction of the said deficiency at the earliest possible time available to the Customer and/or its member entity; Provided, That the maximum time allowed for the Customer and/or its member entity to correct any such deficiency shall not exceed 18 months from receipt of the said written notice. The Customer shall coordinate or, if applicable, cause its member entity to coordinate, any work and outages which may involve Southwestern's facilities with Southwestern's Dispatch Center (Dispatch Center) in Springfield, Missouri.
- (f) Unless otherwise agreed in writing, correction of deficiencies pursuant to this Section 2 shall be at the expense of the Customer.
- (g) If the Customer and/or its member entity fails to correct the deficiency within the time provided pursuant to this Section 2, Southwestern shall have the right, at its sole option and in its sole discretion, to terminate service through the affected facilities until such deficiencies are corrected to the satisfaction of Southwestern.
- (h) If, within the time period provided pursuant to this Section 2, an emergency condition occurs which, in the sole judgment of Southwestern, may cause an adverse impact on the reliability of the System of Southwestern and/or on the environment, or which poses a hazard to the safety and/or health of the public or employees and agents of

the parties hereto, then Southwestern may, at its sole option, remedy or repair such condition or equipment and bill the Customer in accordance with Section 8(b) of this Provision C, and the Customer agrees to render Southwestern reimbursement as provided in the said Section 8(b).

- 3. Right of Installation and Access.** (a) Each party hereto grants to the other permission, or will obtain such permission for the other party, to install, maintain, and operate, or cause to be installed, maintained, and operated, on the System of Southwestern and on the System of the Customer, at the points of delivery between the System of Southwestern and the System of the Customer described in this Contract, any and all terminal equipment and associated electrical apparatus and devices necessary in the performance of this Contract.
- (b) Each party hereto shall permit, or shall obtain permission for, duly authorized representatives and employees of the other party to enter upon the System of Southwestern and the System of the Customer at the said points of delivery for the purpose of reading or checking meters; for inspecting, testing, repairing, renewing, or exchanging any or all of the equipment owned by the other party located on such premises; or for the purpose of performing any other work necessary in the performance of this Contract.
- (c) Access for any work performed by one party under this Section 3 which may affect the other party's equipment shall normally be preceded by at least one day's notice to the affected party, except in the event of an emergency, in which case such notice shall be made as soon as possible after such emergency occurrence. Notice to Southwestern pursuant to this Section 3 shall be made to the Dispatch Center.
- (d) Any access to property controlled by Southwestern shall include notification to Southwestern at the time of entry. Any employee or agent of the Customer, or of its member entities, who enters a Southwestern facility is expected to call the Dispatch Center from a telephone located in the control building in that facility and to identify himself or herself. Security devices located in the control buildings at Southwestern facilities sound an alarm in the Dispatch Center when the building is entered. Local law enforcement officers may be asked to investigate any unidentified entry.
- (e) Any equipment, apparatus, or devices installed on the System of Southwestern by the Customer, as provided under this Section 3, shall be clearly and permanently marked to indicate ownership, and, in addition, a detailed description of each item so installed (including, if applicable, manufacturer's name, serial number, model number, etc.) shall be transmitted to Southwestern to aid in maintenance of plant accounts.
- (f) In the event the equipment, apparatus, or devices are not marked in accordance with Section 3(e) of this Provision C, ownership of said equipment, apparatus, or devices shall be presumed to be vested in Southwestern.
- (g) The Customer agrees that, if requested by Southwestern, the description required under Section 3(e) of this Provision C shall include a detailed analysis of all dielectrical oil, including, but not limited to, tests for polychlorinated biphenyls (PCBs). If such analysis indicates the presence of a known hazardous substance, which, in Southwestern's sole judgment, presents a significant hazard to the environment or to the health and safety of employees of the parties hereto, Southwestern may require, at its sole option, by written request, removal of any equipment containing such substance, and the Customer agrees to comply with such request for removal at no cost to Southwestern.

4. **Rights for Land Use Acquired by the Customer.** (a) The System of Southwestern is constructed, operated, and maintained by Southwestern subject to and in accordance with the terms and conditions of certain transmission line right-of-way easements. Rights and privileges granted thereunder to the Government may not be available to the Customer for operations connected with performance of this Contract.
- (b) The Customer is therefore responsible for acquiring, or causing to be acquired, from the appropriate landowners, any and all rights and privileges for land use, by good and sufficient legal instruments, to authorize and permit entry by the Customer upon and across tracts affected by such land use as may be necessary and appropriate for performance of this Contract.
5. **Right of Removal.** Any and all equipment, apparatus, or devices placed or installed or caused to be placed or installed by the parties hereto on or in the System of Southwestern or the System of the Customer shall be and shall remain the property of the party owning and installing such equipment, apparatus, devices, or facilities, regardless of the mode or manner of annexation or attachment to real property, and, upon the termination of this Contract, the owner thereof shall have the right to enter upon the premises or system of the other and shall, within a reasonable time, remove such equipment, apparatus, devices, or facilities, subject to the provisions of Section 3 of this Provision C.
6. **Right to Upgrade Facilities.** (a) Southwestern reserves the right to modify or upgrade its transmission system and any of the elements which support the Southwestern transmission system, including, but not limited to, changes in: (1) Southwestern's transmission voltages, (2) Southwestern's transmission system components, (3) Southwestern's communications system, (4) Southwestern's Supervisory Control and Data Acquisition (SCADA) System, and (5) other modifications necessary to comply with the standards and/or regulations and requirements mentioned in Section 2 of this Provision C.
- (b) If, during the term of this Contract, Southwestern determines, in its sole judgment and at its sole option, that modifications or upgrades to its transmission system and associated facilities are required, then, in that event, the Customer shall be responsible for any and all costs and expenses incurred by the Customer in order to continue to receive services provided under this Contract.
- (c) If the Customer elects not to make changes in its facilities which, in Southwestern's judgment, are required for the Customer to continue to receive reliable service from Southwestern's modified or upgraded facilities, then the Customer will discontinue receipt of the services provided under this Contract which are dependent on such modified or upgraded facilities, and the provisions of this Contract which describe such services shall be terminated or, at Southwestern's sole option, suspended, until the Customer completes the changes in its facilities which Southwestern, in its sole judgment, deems necessary for reliable service to the Customer under the aforesaid provisions.
- (d) Southwestern shall notify the Customer of the specific sections or articles of the Contract which are to be terminated or suspended pursuant to Section 6(c) of this Provision C.
- (e) The provisions of this Contract which are not specifically terminated or suspended pursuant to Section 6(d) of this Provision C shall not in any way be affected and shall remain in full force and effect except insofar as the services provided pursuant to the



terminated or suspended provisions which are reflected in other provisions of this Contract will also be terminated or suspended.

- (f) Termination or suspension of specific provisions of this Contract pursuant to Section 6(c) of this Provision C shall be without penalty to either of the parties hereto, except that the rights of the parties hereto, if any, which accrued prior to the date of such termination or suspension shall be and hereby are preserved.

- 7. **Limitation on Rights of Entry.** Southwestern reserves the right, upon notice to the Customer, to revoke or cancel the rights of entry granted under this Contract with regard to any particular representative of the Customer, if, in the sole judgment of Southwestern, such revocation or cancellation is required in the interest of national security.
- 8. **Assistance by Contracting Parties.** If assistance in maintenance and utilization of their respective systems is rendered by Southwestern and/or the Customer, the following terms and conditions shall apply:
  - (a) If, in the maintenance or utilization of their respective transmission systems and related facilities for the purpose of this Contract, it becomes necessary by reason of any emergency or extraordinary condition for Southwestern or the Customer to request the other to furnish personnel, materials, tools, and equipment for the maintenance or modification of, or other work on, such transmission systems and related facilities to insure continuity of power and energy deliveries, the party requested shall cooperate with the other and render such assistance as the party requested may determine to be available.
  - (b) The party making such request, upon receipt of properly itemized bills, shall reimburse the party rendering such assistance, including overhead and administrative and general expenses. The Customer and Southwestern agree to account for any incurred costs under a Work Order accounting procedure and in accordance with the Uniform System of Accounts prescribed for public utilities by the Federal Energy Regulatory Commission. Billing statements rendered by the Customer and Southwestern for such reimbursement shall be due 20 days from the date thereof.
  - (c) No laborer or mechanic in the employ of the Customer, or its agents and contractors, for any of the work contemplated by this Section 8 shall be required or permitted to work in excess of 40 hours in any workweek except upon the condition that compensation is paid to such laborer or mechanic in accordance with the provisions of this Section 8.
  - (d) The wages of each laborer or mechanic employed by the Customer, or its agents and contractors, in the performance of any of the work contemplated by this Section 8 shall be computed on the basis of a standard workweek of 40 hours, and work performed in excess of such standard workweek may be permitted only upon the condition that each laborer or mechanic receives compensation at a rate not less than 1.5 times that worker's basic rate of pay for all hours worked in excess of 40 hours in any such workweek.
  - (e) For each violation of this Section 8, the Customer, or its agents and contractors, will be liable to the employee for his unpaid wages and, in addition, a penalty shall be imposed upon the Customer in the amount of ten dollars (\$10) for each laborer or mechanic for each calendar day in which such laborer or mechanic is required or permitted to work in excess of the standard workweek of 40 hours upon said work without receiving compensation computed in accordance with this Section 8, and all

penalties thus imposed shall be withheld for the use and benefit of the Government; Provided, That this Section 8 is subject to the provisions of the Contract Work Hours and Safety Standards Act of 1962 (Public Law 87-581, 76 Stat. 357-360), as amended; Provided Further, That if, from time to time, there is a conflict or inconsistency between the terms and conditions hereinbefore set forth and the provisions of any contract between the Customer and a labor union, the provisions of the labor union contract shall prevail if determined to be in compliance with then-applicable statutes and regulations issued thereunder.

2026.03

**A RESOLUTION OF THE CARTHAGE WATER AND ELECTRIC PLANT BOARD RECOMMENDING AND REQUESTING THAT THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI, ENTER INTO A FACILITIES STUDY AND ENVIRONMENTAL DOCUMENTATION AGREEMENT WITH SOUTHWESTERN POWER ADMINISTRATION**

**WHEREAS**, The Carthage Water & Electric Plant Board (“The Board” or “Board”) finds and determines it desirable and necessary to install an additional transformer in the Carthage Substation owned by Southwestern Power Administration (“SWPA”) to help relieve capacity concerns and provide for future system growth; and

**WHEREAS**, the addition of the transformer will require expansion of the 161-kilovolt buswork into a new bay, addition of 69-kilovolt equipment into the existing buswork to establish a dedicated bay, and connection of the transformer and all associated equipment; and

**WHEREAS**, various rights, duties, and responsibilities exist between the City of Carthage and SWPA, with regards to the SWPA-owned substation and the addition of the transformer, necessitating a facilities study and environmental documentation agreement be completed between the parties;

**NOW, THEREFORE, BE IT RESOLVED BY THE CARTHAGE WATER AND ELECTRIC PLANT BOARD, AS FOLLOWS:**

**Section 1. Approval of Facilities Study and Environmental Documentation Agreement.** The Board hereby recommends and requests the Carthage City Council adopt an ordinance approving the Facilities Study and Environmental Documentation Agreement (“the Agreement”) with SWPA as presented. The Board hereby covenants and agrees to perform any and all duties and obligations incurred by the City on behalf of Carthage Water and Electric Plant in and by the provisions of the Agreement.

**Section 2. Further Authority.** The Board President, Board Vice President, CWEP General Manager and other officers, employees, and representatives of CWEP are hereby authorized and directed to take such action as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of CWEP with respect to the Agreement.

**Section 3. Effective Date.** This resolution shall become effective upon its adoption by the Board.

Dated this 19<sup>th</sup> day of February, 2026.

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

**RESOLUTION NO. 2113**

**A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF A DONATION TO THE CITY OF CARTHAGE'S POLICE DEPARTMENT BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI PURSUANT TO CITY POLICY.**

**WHEREAS**, periodically, private individuals and agencies would like to make donations and grants to the City of Carthage for general or specific purposes; and

**WHEREAS**, the City has adopted a policy to formalize the conditions and procedures to be followed by the City in accepting said donations and grants, and to assist the City Council in evaluating the impact of proposed donations and grants on the resources of the City of Carthage; and

**WHEREAS**, this policy also establishes guidelines that ensure donations occur at arm's length from any City decision-making process, and provide criteria and process for the acceptance of donations; and

**WHEREAS**, the City Administrator's Office has prepared and submitted a report evaluating the impact of the proposed donations or grants on the resources of the City.

**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 of Carthage, Missouri accepts a donation of \$40,468.00 from the Law Enforcement Sales Tax Grant Board for upfitting equipment for a patrol vehicle, forensic/reconstruction computer, ODET Fees, First Two software, Adore FTO software, body armor, and Bro-Outflow suppressors, in the City of Carthage.

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

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

**ATTEST:**

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

**CITY ADMINISTRATOR'S OFFICE DONATION REPORT:**

The City Administrator shall prepare a report evaluating the impact of all proposed donations or grants on the resources of the City. This report must include both the immediate costs of placing said donation into service or program into action and the costs required to maintain or continue the program in future budget years. Such costs may include analysis of annual personnel, repair and maintenance and equipment expenditures and any future capital improvements required by the donation. The report must be submitted to Council at the same time acceptance of the donation or grant is to be considered. If additional operating costs are associated with the acceptance of the donation, the Council shall identify the source of revenues to defray the additional costs at the time of acceptance.

**There will be no adverse impact of acceptance of the cash contributions. The Budget Ways & Means Committee will meet to determine a recommendation on the appropriation of these funds. It is recommended that the funds be placed in the Public Safety Fund budget pending Budget Ways & Means Committee recommendations for City Council action regarding appropriations of said funds.**

**John Bartosh**  
Presiding Commissioner

**Sherri Cloyd**  
Executive Assistant



**Michael D. Landis**  
Western District Commissioner

**Jimmy Morris**  
Eastern District Commissioner

**COUNTY COMMISSION**  
JASPER COUNTY, MISSOURI  
(417) 358-0421

February 10, 2026

To: Jasper County Law Enforcement Agencies

From: Jasper County Commission

Re: LEST Grant Awards – 2026

In December 2025 area law enforcement agencies in Jasper County were given the opportunity to apply for funding from the LEST Grant for the 2026 award cycle. The LEST Grant Board received applications totaling \$245,350.21. With the Grant Board's decision to keep a 5% emergency reserve, awards to law enforcement agencies were made based on an available balance of \$248,196.62.

The LEST Grant Board met on February 3, 2026, to review and consider all grant applications submitted by area Jasper County Law Enforcement Agencies. Consideration was given to all requests with priorities set by each agency. Agencies were allowed to request funding for any item necessary for the operation of their respective departments that could not be funded by a department's budgeting authority. After discussion and review of the applications a list of grant recommendations was agreed upon by the Grant Board. LEST Grant Board Chairman, Jhan Hurn submitted a letter with the list of recommendations to the Jasper County Commission on February 10, 2026, during regular session. The Jasper County Commission approved awards recommended by the LEST Grant Board for area Jasper County Law Enforcement Agencies. The following awards totaling \$245,350.21 have been approved and funding appropriated by the Commission:

*Carl Junction PD* received an award of \$29,290.70 for a Getac Computer, 5 Year Bumper to Bumper warranty, Havis vehicle dock, Getac vehicle adaptor, and desktop computer towers.

*Carterville PD* received an award of \$13,877.20 for ammunition, body cameras, toolbox, weapon lights, duty lights, optical sights, duty weapon holsters and pepper ball launchers.

*Carthage PD* received an award of \$40,468 for upfitting equipment for patrol vehicle, forensic/reconstruction computer, ODET fees, FirstTwo Software, Adore FTO Software, body armor, and Bro-Outflow suppressors.

*Duenweg PD* received an award of \$19,438 for yearly bank payment for two patrol vehicles.

*Duquesne PD* received an award of \$30,000 for 2026 Ford F150 police response patrol truck.

*Jasper PD* received an award of \$11,669 for exterior video surveillance equipment, AXON tasers, Verizon data contract, Netmotion yearly license renewal, and off-site cloud storage.

*Jasper County Juvenile Division* received an award of \$5,476.25 for a body camera, body camera docking station, and Guardian RFID Spartan hardware.

*Oronogo PD* received an award of \$19,271.37 for vehicle payment and Omnigo software fees.

*Sarcoxie PD* received an award of \$33,318.61 for patrol vehicle payment, Omnigo software fees, Flock LPR, and First Net Wi-Fi hotspot.

*Webb City PD* received an award of \$42,541.08 for vehicle equipment.

Each agency will be responsible for the purchase of the above-mentioned awards. Invoices with check payment copy should then be submitted for payment via the Jasper County Auditor's Office for payment/reimbursement to the individual agency.

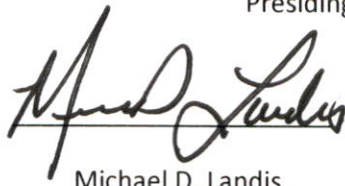
Attached please find the **Letter of Acceptance** for each respective agency to sign and return to the Jasper County Commission as soon as possible.

Please return to Jasper County Commission, Attn: Jen Kirby, LEST Grant Board Secretary.

### Jasper County Commission



John Bartosh  
Presiding Commissioner



Michael D. Landis  
Western District Commissioner



Jimmy Morris  
Eastern District Commissioner

# 2026 LEST Grant Awards

## Letter of Acceptance

Date: \_\_\_\_\_

To: Jasper County Commission

I, \_\_\_\_\_ of the Carthage Police Department  
(Point of Contact)

have received notification of a grant award to my agency recommended by the LEST Grant Board and approved by the Jasper County Commission.

**AWARD:** *Carthage PD* received an award of \$40,468 for upfitting equipment for patrol vehicle, forensic/reconstruction computer, ODET fees, FirstTwo Software, Adore FTO Software, body armor, and Bro-Outflow suppressors.

By signing this letter, my agency accepts the following award(s) and agrees to abide by the following guidelines:

- Use all equipment and/or services awarded will be in accordance with the expressed purpose or use outlined by the agency in the grant application process.
- Agency agrees to purchase the products/service subject to reimbursement by the County appropriation authority in this case being the Jasper County Commission and to provide any and all documentation supporting the purchase including but not limited to bid documentation, proof of purchase (invoice), proof of receipt of item(s) purchased, and proof of payment.
- Product(s)/service(s) purchased must match product(s)/service(s) awarded in accordance with grant application award and dollar amount awarded.
- Agency agrees to perform all activities related to the award including the return of this letter of acceptance within the two week time period from date of receipt.

Failure to follow guidelines as set out in grant application and as stated above may result in forfeiture of award.

Signature: \_\_\_\_\_  
(Point of Contact for Agency)



## Measures Taken to Begin Alcohol Sales

### *Carthage Golf Course*

1. All Carthage Golf Course staff have successfully completed the online SMART (State of Missouri Alcohol Responsibility Training) program through the University of Missouri.
  - a. The course, titled *Seller Training for Package Locations*, provided comprehensive education on preventing underage drinking, identifying valid IDs, properly examining licenses, recognizing potential distractions related to shoplifting or purchasing for a minor, and identifying signs of intoxication.
  - b. Printed certificates of completion are on file at the Golf Course.
2. Carthage Golf Course has recently established distribution with Coca-Cola, which supplied an additional cooler dedicated to their products.
  - a. This addition allowed us to relocate our existing cooler directly beside the employee counter, enabling staff to closely monitor access and prevent theft of alcohol. It also ensures alcohol remains clearly separated from beverages intended for guests of all ages. The alcohol cooler is now positioned directly beneath a security camera in the clubhouse for added oversight.
  - b. Coca-Cola has also expanded our beverage offerings, providing a wider range of hydration options than were previously available through Sam's Club. During the warmer months, golfers will have access to enhanced hydration choices such as Flash IV, BodyArmor, and Powerade to complement their beverage selections. Per usual, water coolers will be stationed throughout various holes on the course during the warmer weather season.
3. New signage has been purchased and is ready for installation. Signs will be displayed at the clubhouse entrance, in the golf cart pick-up area, and near the #1 tee box to clearly state that outside alcohol is prohibited.
4. A starter will be stationed at the first tee box Friday through Sunday—traditionally the busiest days of the week. This consistent presence will help monitor and enforce the no-outside alcohol policy. Staff members have also been instructed to marshal the course multiple times daily to maintain visibility and oversight throughout each round of play. This also applies to the evenings as league play will begin to kick-off.
5. Richard and I have met with the local health department and Magrum Plumbing and are continuing to implement updates within the clubhouse to meet required guidelines in hopes to expand our food service offerings alongside alcohol sales.

We believe that introducing alcohol sales at Carthage Golf Course will create a reliable and sustainable revenue stream, particularly within the food and beverage category. We are confident that, as this new policy becomes established, we will see steady growth in food and beverage sales over the coming years.

# Alcohol Sales at Events

## *Carthage Golf Course*

Alcohol sales during tournaments must be purchased through Carthage Golf Course.

The options are below.

1. Golfers in the event may purchase alcohol directly from Carthage Golf Course food and beverage.
2. Events may purchase alcohol from Carthage Golf Course for their event.
  - a. It is required to place an order 2 weeks before the date of the event.
  - b. It is required that events place the order from Carthage Golf Course to be in compliance with our liquor license.
3. Events may have an alcohol-free event aside from public sales inside the Pro Shop

FAQ:

- How much will it cost to purchase alcohol from Carthage Golf Course for our event?
  - Carthage Golf Course will have a tournament price at which beer can be sold to the host at a cheaper rate than our normal daily price. It will be set at a price point that still benefits the golf course but also makes the purchasing of alcohol more affordable for the tournament participants.
- Why can't we bring our own alcohol to our event?
  - Bringing alcohol onto Carthage Golf Course property that was not purchased through our licensed sales is illegal and could result in the City of Carthage losing its liquor license.
- Can we serve anyone that is at the golf course for our event?
  - Carthage Golf Course has the right to refuse service to anyone if we believe they are underage or appear to be visibly intoxicated.
- Can I have a sponsor for the event to donate alcohol?
  - They cannot donate alcohol, but they can donate a certain dollar amount to put towards an order placed through Carthage Golf Course.
- Can my event provide free alcohol?
  - Yes, the event can give out alcohol at no charge, but the alcohol still must be purchased through Carthage Golf Course.
- What happens if players bring their own alcohol?
  - Players will be asked to put their personal alcohol back in their vehicle. Any refusal to do so could result in being asked to leave the property.

# Daily Alcohol Sales

## *Carthage Golf Course*

1. Check ID every time
  - a. It is required to Check ID on anyone who looks under 40 years old.
  - b. Acceptable IDs are Driver's License, State ID, Military ID, or Passport.
  - c. You must verify that the photo matches the customer.
  - d. You must verify the ID is not expired.
  - e. You must verify they are 21+ years old.
2. Understand the Law
  - a. Customer must be 21+ years old.
  - b. If they are under 21, you must refuse alcohol sales.
  - c. You may refuse alcohol sales if the customer is over intoxicated.
    - i. Recognize Intoxication.
      1. Refuse if you see signs of slurred speech, glassy eyes, stumbling, aggressive behavior.
3. Document Issues
  - a. Any customer trying to purchase alcohol and is not of age needs to be recorded. Refer to the Document sheet to record this.
  - b. Any customer trying to purchase alcohol and is refused due to recognizable intoxication needs to be recorded. Refer to the document sheet to record this.
4. Staff Training
  - a. All Carthage Golf Course employees must complete their online SMART training and be of appropriate age in order to complete sales transactions involving alcohol.

### Remember:

- You oversee the food and beverage sales during your shift and can refuse service to anyone you believe may cause an issue by being overserved.
- Absolutely no discount will be given

### TO DO:

- Bi-Weekly inventory of all alcohol must be done and recorded in point-of-sale system.