



City of Carthage, Missouri
PUBLIC SERVICES COMMITTEE

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.)

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 SERVICES COMMITTEE

January 20, 2026 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Jana Schramm, Jack Perkins, Ray West, Beth Kang

MEMBERS ABSENT:

OTHERS PRESENT: Mayor David B. Flanigan

STAFF PRESENT: Parks and Recreation Director Richard Bonine, Administrative Assistant Angie Judd, Tourism Director/Public Information Officer Melissa Little, Head Golf Operations Supervisor Cory Kerbs, Assistant Golf Operations Supervisor Ethan Sage

Chair Jana Schramm called the meeting to order at 05:30 PM.

2. Old Business

1. Approval of November 18, 2025 minutes.

Ms. Kang made a motion to approve the minutes from the November 18th, 2025 meeting, the motion passed.

ACTION: Motion to accept/approve item 2.1. by Beth Kang;
Motion passed with a 4:0

AYES: Jana Schramm, Jack Perkins, Ray West, Beth Kang

NOES: None

ABSTAIN: None

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.)

Roxanne Willard, Jasper County Youth Fair, informed the Committee that during construction planning for the new poultry barn, four trees were identified as unhealthy and in need of removal. She stated that the Jasper County Youth Fair is requesting permission to remove the trees at no cost to the City and is willing to plant replacement trees. Noah Smith advised the Committee that the Tree Board has approved the tree removal.

Sally Stuart, Vision Carthage, advised the Committee that Vision Carthage will present event proposals for approval at upcoming Committee meetings in preparation for events scheduled through June.

4. New Business

1. Consider and discuss youth baseball contract.
Mr. Bonine stated that this is the same contract used for Little League youth baseball last year, with two requested changes. The first change is to include participants ages four (4) through sixteen (16), if possible. Ms. Schramm requested that the contract also include a minimum number of participants for each age bracket. The second requested change is to add a provision requiring that all signage and banners be approved by the Parks and Recreation Director or a designated representative. Mr. West made a motion to approve the Little League agreement with the stated provisions and to forward it to Council for approval. The motion passed.

ACTION: Motion to accept/approve item 4.1. by Ray West;
Motion passed with a 4:0

AYES: Jana Schramm, Jack Perkins, Ray West, Beth Kang

NOES: None

ABSTAIN: None

5. Staff Reports

1. Staff reports.

Mr. Kerbs reported that December revenue at the Golf Course exceeded that of the previous year due to favorable weather conditions. He advised that the Pro Shop is conducting an end-of-year closeout sale to move older inventory in preparation for new inventory arriving soon. Mr. Kerbs introduced Ethan Sage as the new Assistant Golf Operations Supervisor, noting that he brings positive energy and new ideas to the Golf Course. He also reported that senior shamble dates are being set and confirmed and will be announced soon. Ms. Schramm inquired about the status of the liquor license. Mr. Kerbs responded that the license has been obtained and staff is working to have it operational for the upcoming golf season. Mr. Bonine added that he and Mr. Kerbs met with the Health Department to discuss adding cooked food options to the concession stand. Mr. Perkins asked how alcohol consumption would be monitored, and Mr. Kerbs stated that staff will complete required training and will be attentive to monitoring purchases.

Mr. Bonine advised the Committee that, as the Tree Board has already voted to approve, he was prepared to request approval for the removal of trees requested by the Jasper County Youth Fair. Mr. Perkins made a motion to approve the removal of four trees in Municipal Park. Ms. Schramm reiterated that the Jasper County Youth Fair would be responsible for the cost of removal and for purchasing and planting replacement trees, with a commitment to plant two trees for every tree removed within the next two years. The motion passed.

ACTION: Motion to accept/approve item 5.1. by Jack Perkins;
Motion passed with a 4:0

AYES: Jana Schramm, Jack Perkins, Ray West, Beth Kang

NOES: None

ABSTAIN: None

Mr. Bonine stated that the Parks Maintenance report was included in the meeting

packet and noted that staff has been busy winterizing park restrooms. He added that a portable restroom unit is available in each park for public use throughout the winter. Mr. Perkins inquired about a golf course restroom with removed windows that is in need of renovation. Mr. Bonine responded that the matter would be reviewed. Ms. Kang inquired about lighting beneath the balcony at Memorial Hall, stating visibility is limited in that area. Mr. Bonine advised that staff would look into using portable lighting to improve conditions. Mr. Bonine also stated that he has been in discussions with the Saddle Club regarding their request to sell and display sponsorship signage to replace existing signage on the concession building and indicated no concerns with the request.

Ms. Judd reported that the Handmade and Vintage Market is ongoing, with vendor sign-ups open through March. She noted that several vendors were forced to cancel at the January event due to illness within the community.

Ms. Little presented the Civil War Museum report with attendance figures. She advised that an employee has submitted notice and that an active job opening has been posted. She stated she would be appearing on Living Well to promote Carthage events. Ms. Little reported that planning discussions for Red, White, and Boom have begun and that this year's event will include bull-riding at the rodeo grounds. She also presented website analytics for the City of Carthage, which were included in the packet for review.

Ms. Schramm added that Mr. Bonine and Ms. Little worked extensively during the Christmas events in support of Vision Carthage and the community.

6. Other Business

7. Adjournment

Ms. Kang made a motion to adjourn, the motion passed.

ACTION:	Motion to Adjourn at 06:32 PM by Beth Kang
	Motion passed with a 4:0
AYES:	Jana Schramm, Jack Perkins, Ray West, Beth Kang
NOES:	None
ABSTAIN:	None



February 2, 2026

Request to Public Service Committee:

Carthage Community Earth Day Celebration

Permission for tables and activities around pavilion in Central Park with use of shelters

The Carthage Chamber of Commerce, in partnership with various Carthage organizations, respectfully requests the use of Central Park to host the **5th Annual Carthage Community Earth Day Celebration** on **Saturday, April 18, 2026, from 10:00 AM - 2:00 PM.**

Request Details:

We are requesting use of Central Park to set up tables for various organizations to provide hands-on activities for children, information booths, and educational exhibits celebrating Earth Day.

Event Schedule:

- **Setup:** 8:00 AM
- **Event:** 10:00 AM - 2:00 PM
- **Cleanup & Departure:** Complete by 3:00 PM

Partners & Activities: We have partnered with CWEP, Carthage Tree Board, local businesses, Carthage R-9 Schools, FFA, 4-H, Extension Offices, Carthage Parks, and other community organizations. Activities will include:

- Planting flowers in pots to take home
- Sapling giveaway
- Water conservation education
- Additional hands-on environmental activities

This event is **FREE** and open to the entire community.

February 9, 2025

Dear Carthage Parks and Recreation Committee,

I am Becky Freeman the owner of TROPIX, which is a Tropical Sno and Dole soft serve trailer. I am requesting permission to set up TROPIX at different sporting events at the YMCA, baseball, soccer, and youth football fields. Along with any activities that may be at the local parks. I want to set up when there are games, tournaments, or practices going on for these sports. I have included the projected schedule dates for baseball games for the summer season. (the dates are not set at this time and are subject to change), along with start dates of the fall and spring seasons that TROPIX is requesting to setup at games/practices. Along with setting up in the parking lot of the youth football field by the water tower during their season. (practices and games subject to change due to weather)

Baseball field game start times. 5:30 pm, 6:00pm, 6:30pm,7:00pm, 7:15pm, 7:30pm

Summer season

April (opening ceremony) TBD

May games.

June games

June possible practice dates

League Tournament TBA depending on Make-up Games and Weather

Spring Season YMCA

Outdoor Soccer Season March to end of May 2026

There will be practice nights as well that TROPIX may be able to attend.

Fall Season YMCA

Outdoor soccer, and Flag Football Season September- October. 2026

Carthage Soccer Academy

Practices/tournaments from March 1 to October 2026

Youth Football Season tentative dates and scheduled practices and activities. Located at the YMCA field by the water tower. (Practices and times subject to change due to weather.)

Summer football camp/ Scrimmages

July 2026 August, 2026

Football practices start August 2026 between the hours of 5:00pm to 8:00pm

Practice dates during the months of

August, September, October

Municipal Park

Kiddie land during the 2026 season as TROPIX is available Starting Memorial Day to Labor Day.

For the safety of the customers I will always face my serving window away from vehicle traffic.

Thank you,

Becky Freeman

Tropix

417-483-1453

COUNCIL BILL NO. _____

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 year 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 10th 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.

- 1 Pool Manager, Assistant manager, or Head guard
- 5-6 Lifeguards at the Municipal Pool
- 1 Lifeguards at the Central Park Wading Pool
- 1-2 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	2023
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 4th 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 cancelation 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

City of Carthage Parks and Recreation Department

Request for Proposals

Fourth of July

Firework Display



Carthage Parks and Recreation Department

521 Robert Ellis Young Drive

Carthage, MO

64836

The City of Carthage is seeking written proposals to provide a fireworks display on Saturday, July 4th, 2026, beginning at approximately 9:30 P.M. and ending approximately 9:50 P.M. Proposals must meet general requirements as outlined in the RFP. Proposals should include as a minimum, a listing of:

- The size and type of shell to be fired.
- A general description of the type of display proposed.
- A sample listing of comparable fireworks shows done by the vendor during the last three (3) years.
- Three (3) references of customers within the last five (5) years.

1. CONTACT FOR INFORMATION

Companies responding to this solicitation should direct all inquiries to:

Angie Judd
521 Robert Ellis Young Drive
Carthage, MO 64836
Office: 417-237-7035
Email: a.judd@carthagemo.gov

2. GENERAL INFORMATION

The City of Carthage is planning a celebration to commemorate the July 4th holiday in 2026. The City's plan is to have a fireworks display for the community. The City expects to allocate the amount chosen for the fireworks display.

3. DISPLAY SPECIFICATIONS

- Display shall be a continuous presentation with no gaps longer than 5 seconds.
- Majority of the shell to be in the 3" to 8" size range (including candles/fountains).
- Show shall be broadcast with music if possible.
- Show should have an identifiable finale.

4. GENERAL REQUIREMENTS

- The date of the show shall be Saturday, July 4th, 2026 at dark or approximately 9:30 P.M. in the Carthage Municipal Park, located adjacent to the municipal golf course.
- Please submit three proposals not to exceed \$15,000; \$17,000; and \$20,000.
- All required permits will be obtained at the cost of the vendor. Permits shall include, but are not limited to, a City business license and explosive/combustible material permit.

- All necessary precautions to protect the public shall be taken by the vendor including, but not limited to, protection of mortars underground or packed in sufficient quantities of sand.
- Adequate insurance, as specified in the Missouri Statutes, listing the City of Carthage as an additional insured, shall be maintained by the vendor through the event. Evidence, acceptable to the City, of such insurance must be submitted to City Hall prior to the event.
- Vendor agrees to coordinate the event with all City safety officials including, but not limited to Fire, Police, Park and Public Works.
- Vendor agrees to cover fireworks with a tarp or other waterproof material of sufficient strength and density to protect all products stored on site. Such covering shall also be fire resistant to prevent accidental discharge of on-site products.
- Firing sequence shall be controlled electronically with the use of a computer board.
- Vendor will return on an alternative date, at no additional cost, for postponed event resulting from rain, weather, product failure or similar causes. The City shall determine the alternate date.
- The proposal shall specify a listing of the size, number, description and cost of shells to be used in the general show and finale barrage separately.
- The City shall be able to add to proposal, based on the proposal amounts, depending on the amount of funding finally obtained for the program.
- Vendors are encouraged to visit the site prior to submitting a proposal.

5. **PROPOSALS**

Selection of the vendor will be at the sole discretion of the City of Carthage and will be based on the City's judgment of the best combination of price, the proposed show content, the vendor's performance record, and references from other cities. Vendors may be asked to make a presentation to the City regarding their proposal.

The City would also entertain a two or three year contract for fireworks. This would be for a display July 4th 2026, July 4th 2027 and possibly July 4th, 2028. Please outline specifics on show, price and payment schedule for a multi-year commitment.

The **specifications should be considered a minimum** and should not prohibit a vendor from substituting higher quality materials or equipment. Any substitutions must be noted and explained. The City of Carthage reserves the right to reject any and all proposals received.

6. **INDEMNIFICATION**

The work performed by the Contractor shall be at the risk of the Contractor exclusively.

7. SCHEDULE

In order to be considered, 2 copies of the proposal must be received at the Carthage City Hall, 326 Grant Street, Carthage, MO 64836, on or before February 17th, 2026 by 2:00 p.m. local time. All proposals shall be in a sealed package marked: **BID / Firework Display**



407 South Garrison
 Carthage, Missouri 64836
 417-237-7050

Event: _____

Contact Name: _____

Location: _____

Phone Number: _____

REFUNDABLE DEPOSITS			
Main Auditorium		\$250.00	
Lower Level		\$100.00	
MAIN AUDITORIUM RENTAL			
	<u>Day</u>		<u>Rate</u>
	Monday – Friday		\$50 Hourly
	Saturday & Sunday		\$500 Daily
	Set-Up Day		\$100
LOWER AUDITORIUM RENTAL			
	<u>Day</u>		<u>Rate</u>
	Monday - Friday		\$35 Hourly
	Saturday & Sunday		\$250 a day
ALCOHOL FEE			
\$150*			
<p>*The City of Carthage requires that activities which serve alcohol, be permitted for dispensing by licensed caterers only. Additionally, the dispensing of alcohol is further subject to Missouri State Liquor Laws. Renters are required to obtain a State Liquor License and must provide a copy of the license to Memorial Hall prior to receiving approval to rent Memorial Hall.</p> <p>If there is an open bar, there must be a guest list or invitation for entry to the event.</p>			
Deposit Amount		Date Deposit Paid	
Rental Cost	_____ at \$_____	Alcohol Fee	
Rental Total		Date Rental Paid	
City Representative		Date Signed	
Renter		Date Signed	

Refund Deposit To:

Name: _____

Phone Number: _____

Mailing Address: _____



407 South Garrison
 Carthage, Missouri 64836
 417-237-7050

Event: _____

Location: _____

Contact Name: _____

Phone Number: _____

REFUNDABLE DEPOSITS			
Main Auditorium		\$250.00	
Lower Level		\$100.00	
MAIN AUDITORIUM RENTAL			
	<u>Party Size</u>		<u>Rate</u>
	Hourly		\$50
	Set-Up Day		\$100
LOWER AUDITORIUM RENTAL			
	<u>Time Frame</u>		<u>Rate</u>
	Hourly		\$35
ALCOHOL FEE			
\$150*			
<p>*The City of Carthage requires that activities which serve alcohol, be permitted for dispensing by licensed caterers only. Additionally, the dispensing of alcohol is further subject to Missouri State Liquor Laws. Renters are required to obtain a State Liquor License and must provide a copy of the license to Memorial Hall prior to receiving approval to rent Memorial Hall.</p> <p>If there is an open bar, there must be a guest list or invitation for entry to the event.</p>			
Deposit Amount		Date Deposit Paid	
Rental Cost	_____ Hours at \$_____	Alcohol Fee	
Rental Total		Date Rental Paid	
City Representative		Date Signed	
Renter		Date Signed	

Refund Deposit To:

Name: _____

Phone Number: _____

Mailing Address: _____

Event Venue Comparison

Venue	Price (1 Day)	Size	Amenities	Location	Notes
Civil War Ranch	\$800-\$3000	150-200	Decorations, Tables & Chairs, Sound System, Options for DJ, Package Options	2 Miles NW City of Carthage	Event Venue is used for large parties, Weddings, Concerts and Vendor Events.
Belvedere Ball Room	\$1000-\$3000	300	Decorations, Tables & Chairs, Sound System, Package Options	5 Miles SW City of Carthage	Event Venue is used for large parties & Weddings.
The Gaderian	\$300/hour 4-6 hour minimum	200	Decorations, Tables & Chairs, Package Options	Located off Carthage Square	Event Venue is used for large parties, Weddings, Concerts and Vendor Events.
Venue 105	\$1500-\$2300	200-400	Tables, Chairs	located 4 Miles East of City of Carthage	Event Venue, Open Space with little amenities
Phelps House	\$250- \$600	200	Fully Equipped Kitchen China (service for 125) Snack Sets (200) Stemware Flatware Punch Bowl Serving Trays 60 cup Coffee Maker Dining Room Table with 14 Chairs Buffet Tables (2) Card Tables (14) Folding Chairs (100) Eight foot tables () Pianos (2)	Located on Grand in City Limits	Event Venue, Weddings

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.

January 2026 Golf Report

January 2026 Rounds – 602 | Revenue - \$25,814.11

January 2025 Rounds – 253 | Revenue - \$13,697.15

January 2024 Rounds – 320 | Revenue - \$7,878.10

Green Fee	Membership	Cart Fee	Driving Range	Event Services	Golf Gift Certificate	Merchandise Gift Certificate <small>(Club Credit)</small>	Pro Shop	Food & Beverage	Pre Paid Rounds	Golf Rentals
\$5,897.00	\$9,489.39	\$5,326.00	\$887.00	\$0	\$1084.90	\$0	\$2,570.82	\$559	\$0	\$0

January 2026 Summary

January started as a solid month but ended with a snowstorm and freezing temperatures. We had close to two weeks due to frost, snow, and ice, along with other days that were too cold to play.

We took advantage of this downtime by preparing for our 2026 event schedule and getting everything ready for our tournaments. This includes setting up marketing, entry forms, and publishing our event calendar. We also spent a lot of time organizing our pro shop and coming up with plans to create more storage space and retail space. We are continuing to work on these projects to maximize the space that we have.

We sold 1 Single Annual Green Fee Membership, 1 Senior Annual Green Fee + Cart Membership, 2 Family of 2 Green Fee Membership, 1 Senior Monthly Green Fee + Cart, & 3 Junior Memberships totaling \$5,318.96. The rest of the balance on membership is the monthly automatic withdrawals.

JANUARY GOLF MAINTENANCE REPORT

- Attended annual Ozark Turf Association educational meeting
- Trimmed trees
- Marked ash trees for removal
- Replenished oil supply
- Greased all machines
- Fixed pulley and bearing on Steiner
- Mowed greens on warm days
- Rolled greens on warm days
- Raked bunkers
- Moved holes as needed
- Moved tee markers on warm days
- Burned ditch and native areas
- Checked heaters so pipes didn't freeze

January 2026 Events & Recreation Report

MEMORIAL HALL RENTAL REVENUE

January 2026 Revenue - \$2930

January 2025 Revenue - \$550

CLASS/PROGRAMMING REVENUE

January 2026 Revenue - \$290

January 2025 Revenue - \$895

Main Auditorium Events	Lower Level Auditorium Events	City Municipal Court	Drivers Testing	Meeting Room Rentals
3	3	2	3	3 Rooms /All Month

January 2026 Summary

In January, Memorial Hall hosted a bridal market, Vision Carthage Casino Night, and private events as well as the Handmade and Vintage Market. A few private events had to be rescheduled due to weather.

Mahjong classes are back underway on Wednesday afternoons. Vendor spots are available for the February and March markets.

January 2026 Parks Maintenance

General:

- Cleaned restrooms in all parks.
- Trash pickup in all parks.
- Inspected playground equipment in parks.
- Shop maintenance.
- Equipment maintenance.
- Limb pickup.

Central Park:

- Bathroom maintenance.

Fair Acres:

- Maintenance and cleanup.

Griggs Park:

- Worked on pickleball fence.

Kellogg Lake Park:

- Worked on disc golf course.
- Dug holes for tee pads.
- Fence repair.

Municipal Park:

- Worked on grandstand railing.
- Bathroom maintenance.
- Fabricated breaker box door.

Other:

- Removed Christmas decorations from square.
- Repaired picnic tables.
- Prepare for winter weather.
- Snow removal.

MEDIA CONTACT:
KATE KELLEY
VISION CARTHAGE

Vision Carthage Calls for Artists to Promote Tourism on Route 66

Carthage, MO – In partnership with the Route 66 Subcommittee of Tourism, Vision Carthage is seeking a variety of artists to support a community art installation series. This series will include a total of 20 large maple leaf cutouts to commemorate the 100th anniversary of Route 66.

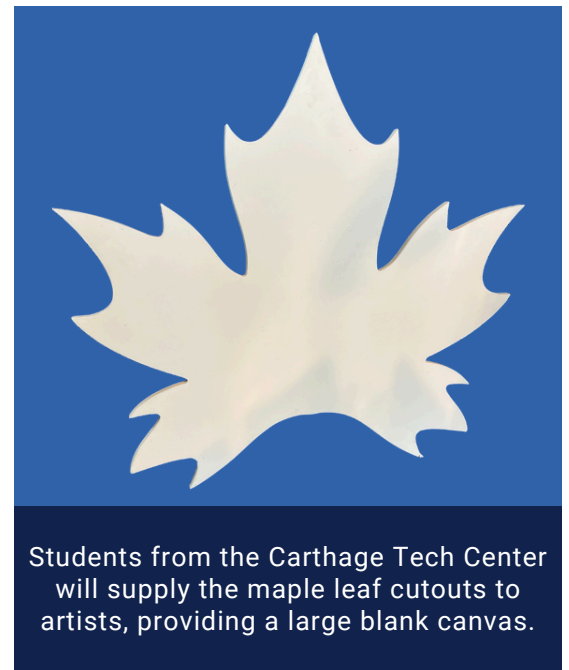
Known as the Maple Leaf City, Carthage’s rich history on the Mother Road will be celebrated through the creative lens of local artists. Once “adopted” and painted by selected artists, these maple leaves will be installed in high-traffic tourist destinations chosen for their local and historic significance by the Route 66 Subcommittee. Tourists will be able to “check-in” at each maple leaf utilizing a local passport book as they hunt for all 20.

“In addition to adding color and more public art to Carthage, this is a fun way to draw out tourists and locals alike,” said Sally Stuart, Co Director of Vision Carthage. “We want people to eat, shop, and play in this community all year long.”

Once completed, the maple leaves will be unveiled during an art walk hosted on the Historic Carthage Square before being installed in their final location. While each leaf will be unique, reflecting the theme chosen by the artist and approved by the subcommittee, every leaf will incorporate the Route 66 symbol in some capacity.

Artists may submit their proposed designs for consideration to Vision Carthage after viewing full bid details at VisionCarthage.org. Bids will be accepted through Feb. 21.

Contact:
Kate Kelley, Co Director
Vision Carthage
Email: kate@visioncarthage.org
Phone: 417-674-3328
Web: VisionCarthage.org



Service Agreement MOU - Mobility Device Sharing Services

This Service Agreement and Memorandum of Understanding ("Agreement") is made this [REDACTED], by and between the City of Carthage ("City") and Neutron Holdings, Inc. DBA Lime ("Lime").

RECITALS

1. A goal of the City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Sharable micro-mobility devices and related services are a component to help the City achieve its transportation goals and the City desires to make mobility device share services available to residents and those who work in the City.
3. Lime is a qualified provider of micro-mobility device share and related mobility products and services and proposes to operate a mobility device share program within the City.
4. Lime's Products and Services provide a benefit to the City, citizens, and the surrounding community and is consistent with the City's goals and policies to provide safe, environmentally friendly, and affordable multi-modal transportation options to the community, including Lime customers;
5. Lime will abide by all City ordinances and rules governing the use of public space to efficiently and effectively provide mobility device share services.
6. Lime possesses GPS, 3G, and self-locking technology in its mobility device fleet such that mobility devices may be locked and opened by Lime customers with a mobile application and tracked to assist operations and maintenance.

Agreement

1. Use of City Property. City authorizes Lime to use the public right-of-way for the purposes set forth in Section 2 of this agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in City Property.
2. Permitted Use. Lime users may use the public right-of-way for the operation of mobility devices owned and operated by Lime for use in the mobility device share program in the service zone depicted in Exhibit A hereto. Lime shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.
3. Mobility Device Parking. Lime shall instruct users to not park mobility devices in any location other than upon the City sidewalk in such a manner as to afford the least obstruction of pedestrian traffic and provide a minimum of 4 feet clearance for pedestrians.

4. Loss or Damage: City assumes no liability for loss or damage to Lime's mobility devices or other Lime property. Lime agrees that City is not responsible for providing security at any location where Lime's mobility devices are stored or located.
5. Customer Acknowledgements: Lime may include a product feature administered through its mobile application that requires Users to acknowledge the following: (a) the parking requirements as outlined in Section 3 of this Agreement and (b) adherence to all applicable state and local laws.
6. Lime Fleet. Lime may maintain a fleet of 100 (scooters) mobility devices. Mobility Devices shall be equipped with GPS technology or other installed software in order to track and manage the fleet's operations. Thereafter, the City may allow Lime to increase the number of mobility devices in Lime's fleet when Lime submits a written fleet-increase notice to the City, and within such notice Lime demonstrates with ridership data that across the prior 30 days (or a 12- month rolling average after the first full year of operations) that designates the need for such an increase.
 - a. Special Events. Lime will work with the City to increase or decrease available mobility devices to meet expected demand in response to special events within the City. The City shall provide advanced written notice of at least 7 business days ahead of any requested increase to the mobility device fleet.
7. Indemnification.
 - a. Lime will indemnify, defend, and hold harmless the City and its affiliates, officers, directors, shareholders, members, employees, agents, successors and assigns (collectively, the "Indemnified Parties") from and against any actions, claims, demands, costs, losses or damages, including reasonable attorneys' fees (collectively, "Claims"), resulting from or arising out of or related to Lime's (including its officers, managers, employees, contractors, agents, and volunteers) business conduct and operations, any violation of any laws by Lime (including its officers, managers, employees, contractors, agents, and volunteers), or any bodily injury including death or damage to property arising out of the acts or omissions of Lime except as set forth in Section 7(b) hereof.
 - b. Lime will not indemnify, defend or hold harmless the City or the City's Indemnified Parties from and against all Claims resulting from or arising out of (i) the negligence or willful misconduct of the City or the City's Indemnified Parties or (ii) the design, construction, or maintenance of City infrastructure or projects permitted by the City, or any and all acts or omissions related thereto, for which Lime shall have no liability hereunder.
 - c. The parties further agree that the indemnifying party shall not be obligated to defend or indemnify any indemnified party for Claims made against the indemnified party's policy of workers' compensation insurance, and that the indemnified party's policy of workers' compensation insurance shall serve as the primary coverage for such claim.

8. Limitation of Liability. Except as expressly provided herein, neither party shall be liable for any indirect, incidental or consequential damages (including without limitation, damages resulting from loss of use, loss of profits, interruption or loss of business, lost goodwill, lost revenue or lost opportunity) arising out of any of the terms or conditions of this agreement, or with respect to its performance hereunder. Notwithstanding anything contained herein to the contrary, and to the maximum extent permitted by applicable law, the maximum aggregate liability of Lime arising out of or in connection with the agreement, the Code of the City of Carthage, or any rules, regulations, or guidelines (whether in contract, breach of warranty, tort (including negligence), product liability, strict liability, breach of statutory duty, indemnity or otherwise) shall not exceed three hundred thousand U.S. dollars (\$300,000) in the aggregate.

9. Insurance. Lime shall procure and maintain for the duration of this agreement insurance against claims for which Lime has indemnified the City pursuant to Section 7 of this Agreement. Lime shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and with an aggregate of no more than Two Million and no/100 Dollars (\$2,000,000.00). Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the Lime's insurance coverage shall be primary insurance as respects the City and any insurance or self- insurance maintained by the City shall be in excess of the Lime's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by an insurance company approved by City, which approval shall not be unreasonably withheld.

10. Compliance with Law. Lime at its own cost and expense, shall comply with any statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the operation of its mobility device share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for Lime's lawful use or occupancy of City Property or any portion thereof, Lime shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with Lime, at no additional cost to City, such that Lime can properly comply with this Section and be allowed to use City Property as specified in Section 2, above.

11. Data Sharing. Lime agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and trip activity within the City, meeting the requirements of the Mobility Data Specification format. All information hosted within the API or retrieved from the API shall be considered a trade secret and proprietary information of Lime.

12. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or Liability Company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this agreement.

13. Term. This agreement shall commence on [REDACTED], (the "Commencement Date") and shall

expire on the date that is 12 months after the Commencement Date unless earlier terminated pursuant to Section 14, below. This is a PILOT project and may be amended to increase the time needed to assess the project.

14. Termination. This agreement may be terminated by either party, for any reason, or for no reason, prior to the expiration date set forth in Section 13, above, upon delivery of at least thirty (30) days' written notice to the receiving party prior to the intended date of termination. Upon termination of this agreement by either party, Lime shall, at its sole cost and expense, remove its property from the public right-of-way within thirty (30) days of the date of termination.
15. Fees. Lime shall submit to the City a fee of twenty cents (\$.20) per trip taken on any mobility device Lime has deployed in the City. The per-trip fee shall be invoiced monthly based on data provided by the Lime in accordance with Section 11 (Data Sharing), and the Lime shall submit payment within 30 days of receipt of the invoice. Additionally, Lime shall submit an annual fee of \$25 for each vehicle deployed longer than a week, billed and paid at the end of the Term after receipt of proper invoice from the City. The City may remove a mobility device from the City's right-of-way if it creates a hazard that threatens the health, safety and welfare of citizens. In such instances, the City will notify the permitted Lime as soon as reasonably practicable thereafter. If the City must remove a mobility device, Lime shall be charged a relocation and storage fee that shall not exceed twenty dollars \$20.00. Carthage Parks & recreation department will be responsible for invoicing Lime. Lime shall pay the City \$1.00 for each additional vehicle brought in for Marian Days in August.
16. Amendment. This agreement may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written and executed by duly authorized representatives of the parties.
17. Permits. The City shall notify Lime of any local permits required, if any, of the company for its local operation. Lime will apply for a City of Carthage business license.
18. Applicable Law and Venue. The laws of the Missouri shall govern the interpretation and enforcement of this agreement.
19. Counterparts and Electronic Signatures. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This agreement may be executed electronically.
20. Notices. Any notice required to be given in writing by either party pursuant to this agreement shall be deemed to have been properly given only if (a) sent by the United States Postal Service, certified mail, postage prepaid, or (b) sent by FedEx or other comparable commercial overnight delivery service, and, in the case of any of the foregoing, addressed to the other party at the addresses set forth below or to such other address as Lime or the City may designate to each other from time to time by written notice. Notices shall be deemed to have been given on the day sent or deposited; provided, however, that any time period for a response or responsive action to such notice shall be measured from the date such notice is actually received (any notice actually received after 5:00 PM at the site of receipt shall be

deemed received on the following business day).

If to Lime:
85 2nd Street, Ste. 100
San Francisco, California 94105
Attention: Legal Department

with a copy to:
na-legal@li.me

If to the City:
Parks & Recreation
Richard Bonine, Director
521 Robert Ellis Young Drive
City of Carthage MO, 64836

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of Carthage, Missouri

By:

By:

Signature:

Signature:

Title:

Title:

Date:

Date:

Neutron Holdings, Inc. DBA Lime ("Lime")

By: Holly Whited

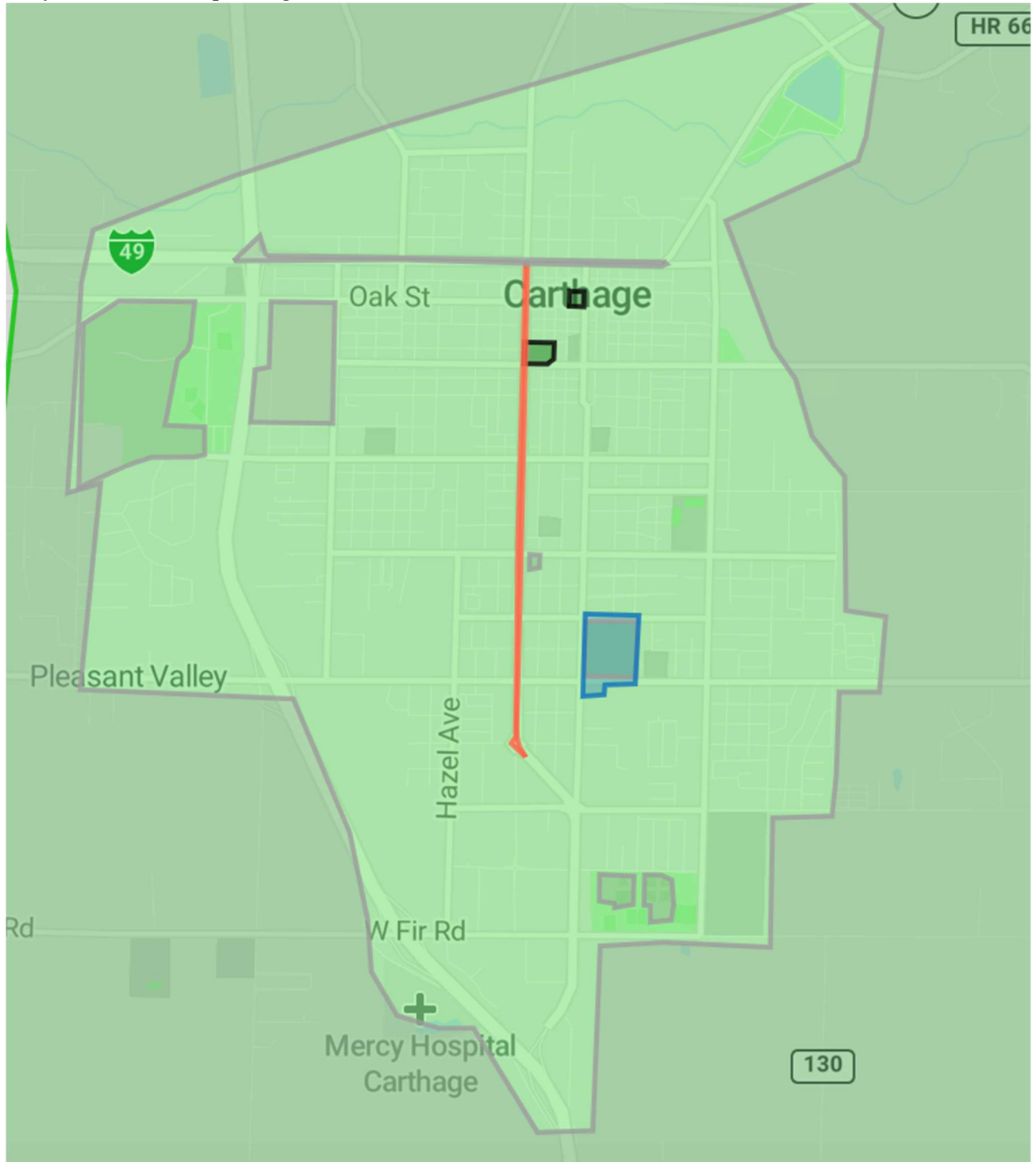
Signature:

Title: Regional General Manager

Date:

Exhibit A

Red indicates a no parking zone.
Gray indicates a no operating zone.



CIVIL WAR MUSEUM

ATTENDANCE

January 2026

DATE	CARTHAGE	TOURIST	GRAND TOTAL	SALES	CARDS
1/1/2026	OFF	OFF	OFF	OFF	OFF
1/2/2026	1	15	16	\$27.00	
1/3/2026	0	11	11		
1/4/2026	0	2	2		
1/5/2026	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
1/6/2026			0		
1/7/2026	5	3	8		
1/8/2026	4	4	8	\$8.00	
1/9/2026			0	\$26.00	
1/10/2026	2	14	16		
1/11/2026			0		
1/12/2026	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
1/13/2026	1	1	2		\$42.00
1/14/2026	1	7	8	\$14.00	
1/15/2026	1	5	6		\$19.00
1/16/2026	1	13	14	\$19.00	\$51.00
1/17/2026	0	11	11		
1/18/2026	0	8	8		
1/19/2026	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
1/20/2026	0	4	4		
1/21/2026	3	2	5	\$10.00	
1/22/2026	0	8	8		\$15.00
1/23/2026	1	5	6		
1/24/2026			0		
1/25/2026	WEATHER	CLOSED	0	CLOSED	CLOSED
1/26/2026	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
1/27/2026	1	5	6		\$4.00
1/28/2026	0	0	0		
1/29/2026	3	5	8	\$26.00	
1/30/2026	0	0	0	\$0.00	\$2.00
1/31/2026	0	9	9		\$23.00
TOTAL	24	132	156	\$ 130.00	\$ 156.00