

1. Public Services Agenda March 15, 2022

Documents:

[PUBLIC SERVICES AGENDA 03 15 22.PDF](#)

1.I. Public Services Packet March 15, 2022

Documents:

[PUBLIC SERVICES PACKET 03 15 22.PDF](#)

1.I.I. Public Services Minutes March 15, 2022

Documents:

[PUBLIC SERVICES MINUTES 03 15 22.PDF](#)

-NOTICE OF MEETING-
Public Services Committee Tuesday March 15th, 2022
5:30 P.M.
Carthage City Hall, Council Chambers
326 Grant, Carthage MO 64836

AGENDA

Old Business

1. Consider and approve minutes from the previous meeting.

Citizens 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 Taylor Jones at the Parks & Recreation office at 417-237-7035 or email t.jones@carthagemo.gov . .

New Business

1. Consider and Discuss Contract for Management of Municipal Pool by the YMCA.
2. Consider and Discuss Lease Agreement for the Skating Pavilion with Jason and Pam Graff.
3. Consider and Discuss Agreement with Carthage Youth Baseball.
4. Consider and Discuss Agreement with Carthage Youth Softball.
5. Consider and Discuss Electric Scooter Rental RFP Submissions.
6. Consider and Discuss Lightspeed POS Agreement for Golf Course.

Staff Reports

Other Business

ADJOURNMENT

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

Posted: _____

By: _____

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PUBLIC SERVICES COMMITTEE

February 15th, 2022
Zoom Video Conference
5:30 pm

Public Services Committee Members Present; Ceri Otero, Juan Topete, Mike Daugherty

Members Absent: Seth Thompson

Staff Present: Mark Peterson, Tom Short, Greg Dagnan

Non-Members: Abi Almandinger

Meeting was called to order at 5:30 pm.

Old Business:

1. Consider and approve minutes from the previous meeting.
Ceri Otero made a motion to approve January minutes.
Motion Passed.

NEW BUSINESS:

1. Consider and Discuss Scooter Rental RFP

Mr. Peterson presented an RFP for Electric Scooter rentals. The RFP outlined information needed from providers, proposed revenue, and timelines. The RFP will be released on 2/18 with a proposal due date of 3/10.
No action was needed.

2. Consider and Discuss Addendum #2 for Dick Horton Consulting Services

Mr. Peterson proposed addendum #2 to the Dick Horton Consulting Services Parks & Recreation Master Plan contract. This addendum is for administrative services that include document creation of Special Events Guidelines, Pricing Policy, Cost Recovery Policy, Public Engagement, Programming, Organizational Changes, Staff Development, Cost Tracking, and Research.

The contract will have a cap of \$30,000. Fees will be paid in a combination of options. Some jobs will be by the hour, and some will be by the job.

Ceri Otero motioned to accept the contract and forward it to the council.
Motion Passed.

3. Consider and Discuss Carthage Youth Baseball Agreement.

Information for agenda items 3 and 4 is below.

4. Consider and Discuss Carthage Youth Softball Agreement.

Mr. Peterson informed the committee that these two agreements need further evaluation before approval. These will be brought forward at the March 15th PSC meeting. The primary reason is recent developments related to determining the best way to proceed with utility needs for baseball and softball. Language for the agreements will be developed addressing the utility arrangements and added to the agreements.

Staff Reports

Mr. Peterson shared information on the following.

- Recently hired Preston Ryser as the Assistant Golf Operations Supervisor.
- We are currently interviewing candidates for the Administrative Assistant opening.
- Currently taking applications for Park Maintenance I position.
- We are transitioning from Teesnap Point of Sale (POS) software to Lightspeed POS at the golf course. We Teesnap through the end of March. Lightspeed should be implemented by 3/15, allowing a 2-week buffer for any issues.
- Capital requests will be submitted to Mr. Short on 2/18.
- I met with CVB representatives on 2/10 to discuss various details in determining the best path for Tourism if the City of Carthage chooses to take on a Tourism role for the city. We outlined how to move forward with FTF while a path is determined for Tourism. More details and a presentation will happen on 2/28 at the scheduled Lodging Tax Committee meeting.

Mike Daugherty made a motion to adjourn.

Motion Passed.

Meeting adjourned at 6:32 pm.

February 2022 Parks Report

Normal trash pick-up and removal

Municipal Park:

1. Cleaned up downed limbs
2. Removed all fixtures from Pro Shop restrooms and kitchen area
3. Reassembled Pro Shop kitchen area
4. Stained new cabinets for Pro Shop
5. Removed old furnishings from Pro Shop
6. Sanded down restrooms stalls from Pro Shop to be painted
7. Removed trash from Pro Shop area
8. Hauled new furniture to Pro Shop

Central Park:

1. Cleaned up downed limbs
2. Added mulch to playground
3. Cleaned graffiti off picnic tables

Griggs Park:

1. Placed rock in Community Garden

Carter Park:

1. Cleaned up downed limbs

Kellogg Lake:

1. Picked up downed limbs
2. Removed tree trimmings around sloughs

Freer Park:

1. Picked up limbs

Fair Acres

1. Picked up ground trash weekly
2. Moved soccer goals on Field #2

Office and Shop area

1. Removed snow around building
2. Stripped and polished office floors

Roundabout

1. Picked up ground trash
2. Replaced worn flags

Square

1. Hauled off snow from Square X 2

Memorial Hall

1. Hauled off snow from lots X 2

February 2022 Golf Report

2022 Rounds - 384

Green Fee	Membership	Cart Fees	Driving Range	Monthly City Revenue
\$2,423.00	\$3,239.00	\$1,759.00	\$132.00	\$7,553.00

February 2021 Revenue- \$11,831.00 Rounds - 418

February 2020 Revenue- \$17,704.62 Rounds - 617

February 2022 Golf Report

We had a weak February. The weather was the setback for us.

Our 384 rounds broke down into 149 member rounds, 217 daily fee rate rounds. The total rounds were broken down into 93 9-hole rounds and 291 18-hole rounds. We sold 2 junior memberships and 1 senior w/cart membership. The rest of the membership money was for monthly memberships. No events in February.

We will be pricing the bulk of our fees peak fees \$39 beginning April 1st. We will still use demand based pricing but we are going to extend our peak time pricing. Our costs are going up and our fees need to adjust. I may bring forward some additional pricing information forward in April requesting we extend our cap to \$45 for peak 18 hole green fee and cart pricing. I will submit budget information for fiscal 23 next week. I will be analyzing fee structures to align with our budget and competitive market fee structure.

Golf events will start up in March. The time change in mid-March will create enough daylight for more people to play golf after work.

Again, we ended the 2021 season on great shape with word of mouth advertising suggesting we are in the best condition in the area. We hope to ride that momentum into the 2022 season. Events, leagues, golf association are prepared to run on all cylinders this year.

We have filled our Assistant Golf Operations Supervisor Position. Preston Ryser is our new employee for that role. He is working out well so far. Our marketing and promotional schedules are set. Bring on the good weather!

TARGETED BUDGETED ROUNDS.....				2021 - 2022		DIFFERENCE			
	AVG %	BUDGETED 22		ACTUAL		MONTHLY		CUMULATIVE	
	17 - 21	MONTHLY	CUMULATIVE	MONTHLY	CUMULATIVE	AMOUNT	PERCENT	AMOUNT	PERCENT
Jul	13.49%	2,698	2,698	3,246	3,246	548	20.31%	548	20.31%
Aug	12.46%	2,493	5,191	3,174	6,420	681	27.32%	1,229	23.68%
Sep	11.90%	2,379	7,570	2,931	9,351	552	23.20%	1,781	23.53%
Oct	8.03%	1,606	9,176	1,915	11,266	309	19.24%	2,090	22.78%
Nov	4.62%	924	10,100	1,094	12,360	170	18.40%	2,260	22.38%
Dec	2.92%	584	10,684	1,277	13,637	693	118.52%	2,953	27.63%
Jan	2.70%	540	11,224	406	14,043	-134	-24.81%	2,819	25.11%
Feb	3.31%	662	11,886	384	14,427	-278	-41.96%	2,541	21.38%
Mar	6.36%	1,272	13,158	0	14,427	-1,272	-100.00%	1,269	9.65%
Apr	8.49%	1,698	14,855	0	14,427	-1,698	-100.00%	-428	-2.88%
May	11.34%	2,269	17,124	0	14,427	-2,269	-100.00%	-2,697	-15.75%
Jun	14.38%	2,876	20,000	0	14,427	-2,876	-100.00%	-5,573	-27.87%
TOTAL	100.00%	20,000							

TARGETED BUDGETED REVENUES				\$ 460,580.00 CITY REVENUE REPORTS		DIFFERENCE			
	AVG %	BUDGETED 22		ACTUAL		MONTHLY		CUMULATIVE	
	17 - 21	MONTHLY	CUMULATIVE	MONTHLY	CUMULATIVE	DOLLAR	PERCENT	DOLLAR	PERCENT
Jul	13.49%	\$ 62,142.90	\$ 62,142.90	\$69,440.05	\$ 69,440.05	\$ 7,297.15	11.74%	\$ 7,297.15	11.74%
Aug	12.13%	\$ 55,863.14	\$ 118,006.04	\$66,322.69	\$ 135,762.74	\$ 10,459.55	18.72%	\$ 17,756.70	15.05%
Sep	10.75%	\$ 49,532.01	\$ 167,538.06	\$70,314.56	\$ 206,077.30	\$ 20,782.55	41.96%	\$ 38,539.24	23.00%
Oct	8.40%	\$ 38,696.40	\$ 206,234.46	\$44,260.26	\$ 250,337.56	\$ 5,563.86	14.38%	\$ 44,103.10	21.38%
Nov	4.51%	\$ 20,775.64	\$ 227,010.10	\$28,250.37	\$ 278,587.93	\$ 7,474.73	35.98%	\$ 51,577.83	22.72%
Dec	3.35%	\$ 15,432.49	\$ 242,442.59	\$26,529.77	\$ 305,117.70	\$ 11,097.28	71.91%	\$ 62,675.11	25.85%
Jan	2.06%	\$ 9,466.80	\$ 251,909.39	\$10,287.40	\$ 315,405.10	\$ 820.60	8.67%	\$ 63,495.71	25.21%
Feb	2.63%	\$ 12,126.11	\$ 264,035.51	\$36,155.35	\$ 351,560.45	\$ 24,029.24	198.16%	\$ 87,524.94	33.15%
Mar	6.58%	\$ 30,313.87	\$ 294,349.38	\$0.00	\$ 351,560.45	-\$ 30,313.87	-100.00%	\$ 57,211.07	19.44%
Apr	9.72%	\$ 44,759.23	\$ 339,108.61	\$0.00	\$ 351,560.45	-\$ 44,759.23	-100.00%	\$ 12,451.84	3.67%
May	11.89%	\$ 54,775.84	\$ 393,884.45	\$0.00	\$ 351,560.45	-\$ 54,775.84	-100.00%	-\$ 42,324.00	-10.75%
Jun	14.48%	\$ 66,695.55	\$ 460,580.00	\$0.00	\$ 351,560.45	-\$ 66,695.55	-100.00%	-\$ 109,019.55	-23.67%
TOTAL	100.00%	\$ 460,580.00							

TARGETED BUDGETED EXPENDITURES.....				\$684,243 2021-22		DIFFERENCE			
	AVG %	BUDGETED 22		ACTUAL		MONTHLY		CUMULATIVE	
	17 - 21	MONTHLY	CUMULATIVE	MONTHLY	CUMULATIVE	AMOUNT	PERCENT	AMOUNT	PERCENT
Jul	6.19%	37,609.96	37,609.96	\$48,940.04	\$48,940.04	\$11,330.08	30.13%	\$11,330.08	30.13%
Aug	9.35%	56,791.64	94,401.60	\$40,281.02	\$89,221.06	-\$16,510.62	-29.07%	-\$5,180.54	-5.49%
Sep	8.31%	50,504.86	144,906.46	\$48,167.36	\$137,388.42	-\$2,337.50	-4.63%	-\$7,518.04	-5.19%
Oct	8.85%	53,756.77	198,663.23	\$58,783.57	\$196,171.99	\$5,026.80	9.35%	-\$2,491.24	-1.25%
Nov	7.13%	43,341.12	242,004.34	\$32,117.11	\$228,289.10	-\$11,224.01	-25.90%	-\$13,715.24	-5.67%
Dec	8.11%	49,254.89	291,259.23	\$45,709.85	\$273,998.95	-\$3,545.04	-7.20%	-\$17,260.28	-5.93%
Jan	6.75%	41,008.35	332,267.59	\$35,258.89	\$309,257.84	-\$5,749.46	-14.02%	-\$23,009.75	-6.93%
Feb	5.32%	32,351.01	364,618.59	\$30,504.24	\$339,762.08	-\$1,846.77	-5.71%	-\$24,856.51	-6.82%
Mar	6.39%	38,815.95	403,434.54	\$0.00	\$339,762.08	-\$38,815.95	-100.00%	-\$63,672.46	-15.78%
Apr	7.01%	42,602.94	446,037.48	\$0.00	\$339,762.08	-\$42,602.94	-100.00%	-\$106,275.40	-23.83%
May	6.87%	41,771.32	487,808.80	\$0.00	\$339,762.08	-\$41,771.32	-100.00%	-\$148,046.72	-30.35%
Jun	10.81%	65,673.50	553,482.30	\$0.00	\$339,762.08	-\$65,673.50	-100.00%	-\$213,720.22	-38.61%
TOTAL	91.09%	553,482.30							

Golf Maintenance Report

On Course

- 1 Removed large tree limb from #15
- 2 Had overgrowth area on #13 dozed
- 3 Shoveled snow #10 green
- 4 Reworked bunkers from ice and rain damage
- 5 Cleaned around heads
- 6 Had shipment of sand arrive for spring aerification
- 7 Returned Martin house to the course #5

Shop

- 1 Stripped and waxed floors park office
- 2 Stripped and painted bag stands for pro shop
- 3 sanded and stained cabinets for pro shop
- 4 Built irrigation head testing station
- 5 Removed snow
- 6 Backlapped 8700 #2

Office \ Professional

- 1 OTA Meeting Springfield
- 2 Finished the 5 dysfunctions of a team
- 3
- 4
- 5

CIVIL WAR MUSEUM ATTENDANCE

DATE	DAY	CARTHAGE	TOURIST	LOCATION UNLISTED	GRAND TOTAL	SALES	DONATIONS
02/01/22	TUESDAY	1	4	0	5		
02/02/22	WEDNESDAY	CLOSED	0	0	0		
02/03/22	THURSDAY	CLOSED	0	0	0		
02/04/22	FRIDAY	CLOSED	0	0	0		
02/05/22	SATURDAY	5	12	0	17		
02/06/22	SUNDAY	0	1	0	1		
02/07/22	MONDAY	CLOSED	0	0	0		
02/08/22	TUESDAY	0	4	0	4		
02/09/22	WEDNESDAY	3	2	0	5		
02/10/22	THURSDAY	1	9	0	10		
02/11/22	FRIDAY	3	11	0	14		
02/12/22	SATURDAY	7	19	0	26		
02/13/22	SUNDAY	0	5	0	5		
02/14/22	MONDAY	CLOSED	0	0	0		
02/15/22	TUESDAY	1	5	0	6		
02/16/22	WEDNESDAY	0	3	0	3		
02/17/22	THURSDAY	1	2	0	3		
02/18/22	FRIDAY	0	16	0	16		
02/19/22	SATURDAY	7	39	0	46		
02/20/22	SUNDAY	0	3	0	3		
02/21/22	MONDAY	CLOSED	0	0	0		
02/22/22	TUESDAY	0	3	0	3		
02/23/22	WEDNESDAY	0	0	0	0		
02/24/22	THURSDAY	CLOSED	SNOW	0	0		
02/25/22	FRIDAY	3	2	0	5		
02/26/22	SATURDAY	2	9	0	11		
02/27/22	SUNDAY	0	2	0	2		
02/28/22	MONDAY	CLOSED	0	0	0	\$ 240.95	\$ 149.00
TOTAL		34	151	0	185	\$ 240.95	\$ 149.00

SNOW Closed 12 days of the Month

[illegible]

City of Carthage

2022

POOL MANAGEMENT CONTRACT

This agreement is entered into on this day _____, by and between the Fair Acres Family YMCA, Inc., a Missouri non-profit corporation (hereinafter, "FAFY"), and the City of Carthage (hereinafter, "The City").

WHEREAS, FAFY is engaged in the business of Aquatic Facility Management and,

WHEREAS, The city is the owner of two public swimming pool facilities located at 520 Roberts Ellis Young Dr., Carthage, Missouri and 714 S Garrison, Carthage, Missouri and,

WHEREAS, Owner desires to hire FAFY to manage and maintain the pool, upon the terms and conditions hereinafter set forth. The parties hereto intend that an independent contractor-employer relationship will be created by this contract. The City is interested only in the results to be achieved and the conduct and control of the work will lie solely with FAFY. FAFY is not to be considered an agent of the city for any purpose, and the employees of FAFY are not entitled to any of the benefits that the City provides for its employees, if any.

WHEREAS, it is the purpose of the City to provide, in the most efficient and effective manner, recreational facilities and programs to the residents of the City. The City believes that the scope and effectiveness of its programs can be improved by associating with the FAFY in order to utilize its training, experience and resources. The purpose of this Agreement is to outline the terms of a cooperative arrangement between the parties that is designed to increase, improve and enhance the City's recreational programs.

NOW, THEREFORE, in consideration of these premises and of the agreements hereinafter set forth, the parties agree as follows:

1. ENGAGEMENT. The owner hereby hires FAFY, and FAFY agrees to maintain and operate the pool upon the terms and conditions set forth in the Contract.

2. STAFFING REQUIREMENT. FAFY shall provide YMCA or Red Cross Certified Lifeguard(s), for the management of the pool pursuant to the terms of this contract. Pool manager will be on FAFY salary allowing a decrease in management fees. All personnel provided by FAFY shall be FAFY's employees. FAFY shall be responsible for all hiring and firing and scheduling decisions, paying the employees, providing workers compensation and unemployment insurance, and for adequate supervision and administration of the staff.

3. SCHEDULE AND FEES. The pool will be operated according to the times Set forth in Schedule A (Operational Schedule). The pool shall be opened during the hours specified unless the pool must be closed due to mechanical breakdown, unsafe weather conditions, or contamination as reasonably determined by the FAFY. In the event of unsafe weather conditions, the FAFY staff member on duty shall evacuate the pool and remain on station for 1 hour to determine if the pool may be re-opened that day. If it starts raining after 4:45pm, it will be within the lifeguard's discretion as to

whether to close or keep the pool open. The City will pay FAFY according to Schedule B (Payment schedule). Gate fees, individual and family passes, and all other special passes and fees, are set forth in Schedule C (Fee Schedule); however, The City and FAFY may modify or amend the gate and pass fees by mutually agreed upon written amendment to Schedule C.

4. INSPECTION. The FAFY administrative staff or lifeguards shall inspect the Pool on a daily basis to insure that the terms and provisions of this contract and the policies of FAFY are being properly executed.

5. POOL REGULATIONS. FAFY shall establish and enforce all pool operational procedures and regulations for safety and maintenance. FAFY shall also enforce additional regulations pertaining to the pool, as provided by the City. All FAFY personnel, the City's members, employees, and guests of the City using the pool and its environs shall follow these regulations. FAFY staff is hereby authorized to cause to be removed from the pool or its environs any individual(s) violating the pool regulations as reasonably determined by FAFY's employees, in their sole discretion. FAFY employees maintain the right to permanently remove from the pool any individual as a result of drinking/drug abuse or physical assault, etc.

The FAFY lifeguard has the last word on the pool deck and in the water. Both the FAFY and the lifeguard are held harmless with regard to any consequences arising from this termination or agreement and the lifeguard will immediately cease all activity and vacate the premises.

6. REPAIRS. If the pool must be closed while awaiting mechanical repair, the City's designated representative shall be advised as soon as practicable. FAFY's personnel will not open the pool unless all systems are operating properly. The City shall provide any reasonable repairs to the pool and the surrounding area. Any clean-up due to vandalism and/or repair due to vandalism shall be billed separately from contract and paid for by The City. FAFY shall contact the City's designated representative to arrange inspection prior to clean up. If the pool must be closed for mechanical repair that by no means does that obviate the City's duty to pay FAFY under the terms of schedule B.

7. ROUTINE MAINTENANCE. All necessary chemicals to properly maintain the pool will be supplied by FAFY. FAFY shall maintain the pool according to the regulations of the Missouri State Health. FAFY will provide paper products for the restrooms. The City will provide utilities services, including electric, sewer, trash, natural gas, and a functional, hard-wired telephone with 911 capability, and any additional fees relating to utilities for the duration of the contract to begin one week prior to pool opening. The City will remove water, clean and refill the pool with fresh city water the third week in May. FAFY will initiate the treatment and maintenance of the pool water following the City's initial spring clean-up no earlier than the third week in May.

8. HOLD HARMLESS AGREEMENT. To the fullest extent permitted by law, The FAFY agrees to indemnify, defend and hold harmless the City of Carthage, Missouri, its officers, agents, volunteers, and employees from and against all claims for bodily injuries or property damage or loss, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs, arising out of, or in any manner related to the use of the pool by the City and the City's residents, invitees, or trespassers, caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the FAFY, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the FAFY or anyone for whose acts FAFY may be liable.

To the fullest extent permitted by law, the City of Carthage agrees to indemnify, defend and hold harmless the Fair Acres Family YMCA, its officers, agents, volunteers, and employees from and against all claims for bodily injuries or property damage or loss, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs, arising out of, or in any manner related to the use of the pool by the City and the City's residents, invitees, or trespassers, caused in whole or in part by the actual or alleged negligent acts, errors, or omissions of the City of Carthage, Missouri, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the City of Carthage or anyone for whose acts the City of Carthage may be liable.

9. INSURANCE. The City shall maintain, in full force and effect during the term of this contract, a general liability insurance policy, to protect the City, in the face amount of not less than \$2,000,000. FAFY shall also maintain general liability insurance in the face amount of \$2,000,000, in full force for the duration of this contract and will provide the City with certificates of insurance, with the City of Carthage being listed as an additional insured and all proper endorsements being attached, for both general liability and workers' compensation insurance on request. In turn the City will provide the Fair Acres Family YMCA with certificates of insurance, with the Fair Acres Family YMCA being listed as an additional insured and all proper endorsements being attached, for both general liability and workers' compensation insurance on request.

10. PROGRAMMING. FAFY is solely authorized to conduct swimming instruction and water exercise programs on Mondays through Saturdays. Private parties will be scheduled by FAFY and staffed by FAFY personnel at the rate of \$200.00 for 2 hours. In general, the FAFY agrees to provide the personnel necessary to organize, publicize, manage and operate the City's swimming pool facilities. Also, the FAFY agrees to be liable for the operating costs incurred by these programs. Carthage summer Aquatic Swim Team will have access to the municipal pool for practices and meets. Times and dates will need to be agreed upon with FAFY staff.

11. TERMINATION. The City shall have the right to terminate this contract at any time for cause, and any of the following acts by FAFY shall constitute cause for termination of this contract:

- A. The assignment by FAFY of this Contract, or any rights there under, without the City's written consent, or
- B. The appointment of a receiver for FAFY, or an application therefore, or the filing of a petition by or against FAFY under the federal bankruptcy Act, or,
- C. The assignment for the benefit of creditors, or,
- D. Natural Disaster and/or acts of mother nature, or,
- E. The breach of any terms or conditions contained herein.

Cancellation of this contract by the City for any reason other than the Causes expressly stated above shall constitute a breach of this contract, in which case the balance of the Contract shall become immediately due and payable.

In the event of a litigation to enforce the payment terms of this contract, the prevailing party shall be entitled to a reasonable attorney's fee and costs, if any.

12. OWNER'S DESIGNATED REPRESENTATIVE. The City shall designate an Agent(s) who shall be an employee of the City, for the purpose of this contract. The FAFY Director of Aquatics shall address to and all patron complaints or suggestions. The City's designated agent may be changed from time to time at the discretion of the City.

Mayor Dan Rife
City of Carthage

Date_____

Tom Short
City of Carthage
Director

Date_____

Jonathan H Roberts
Executive Director
Fair Acres Family YMCA

Date_____

SCHEDULE A: Operational Schedule

Opening date: Saturday, May 28th

Closed Days: TBD

Last Day of Season: Saturday, August 20th

SCHEDULE B: Payment Schedule

The contract amount for the summer of 2022 is: \$75,000

Payments will be divided as follows:

May: \$17,500

June: \$17,500

July: \$20,000

August: \$20,000

All swimming facility income should it be program, gate or other should go directly to the FAFY

Payments will be due on the 25th of each month. FAFY will provide an invoice to the City no later than the 10th of each month.

SCHEDULE C: Fee Schedule

Daily Pass

Central Pool

FREE – Ages 10 & under

Municipal Pool

Free - Age 3 & Under

\$2.00 - Age 4-15

\$3.00 – Age 16+

Rental

\$200 – Municipal Pool for 2hrs

\$75 – Central Pool for 2hrs

Admission to the pools at no additional costs will be included in Fair Acres Family YMCA memberships.

Municipal and Central Park Pool Summary

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022(BUDGET)
REVENUES										
Gate Fees	\$ 16,093	\$ 10,451	\$ 12,199	\$ 12,849	\$ 13,233	\$ 11,969	\$ 10,718	\$ 8,356	\$ 12,003	\$ 11,000
Rentals				\$ 2,309	\$ 3,854	\$ 3,642	\$ 3,424	\$ 3,425	\$ 4,001	\$ 3,500
Concessions	\$ 8,018	\$ 5,945	\$ 7,779	\$ 11,201	\$ 11,556	\$ 10,382	\$ 9,986	\$ 8,859	\$ 11,233	\$ 11,000
	\$ 24,111	\$ 16,396	\$ 19,978	\$ 26,359	\$ 28,643	\$ 25,993	\$ 24,128	\$ 20,640	\$ 27,237	\$ 25,500
Expenses										
Salaries	\$ 36,628	\$ 36,027	\$ 38,054	\$ 48,101	\$ 49,037	\$ 48,578	\$ 49,347	\$ 51,298	\$ 64,450	\$ 75,000
FICA	\$ 2,880	\$ 2,617	\$ 2,882	\$ 3,715	\$ 3,767	\$ 3,800	\$ 4,318	\$ 3,593	\$ 5,172	\$ 6,000
Worker's Comp	\$ 1,054	\$ 1,350	\$ 979	\$ 518	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 40,562	\$ 39,994	\$ 41,915	\$ 52,334	\$ 52,804	\$ 52,378	\$ 53,665	\$ 54,891	\$ 69,622	\$ 81,000
Maintenance										
Chlorine and acid	\$ 4,369	\$ 6,740	\$ 6,201	\$ 542	\$ 596	\$ -	\$ 685	\$ 112	\$ 529	\$ 750
Telephone/Tablet				\$ 10,026	\$ 12,136	\$ 9,450	\$ 8,379	\$ 7,577	\$ 8,141	\$ 10,000
General Office Expense	\$ 76	\$ 168	\$ 134	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Concession Supplies	\$ 24	\$ 222	\$ 6	\$ -	\$ -	\$ -	\$ 75	\$ 75	\$ 75	\$ 75
General Tools and Supplies	\$ 6,017	\$ 5,349	\$ 5,411	\$ 6,729	\$ 5,985	\$ 5,306	\$ 5,221	\$ 5,835	\$ 6,345	\$ 6,000
Mileage	\$ 2,777	\$ 4,206	\$ 4,215	\$ 1,966	\$ 904	\$ 2,564	\$ 1,432	\$ 1,927	\$ 1,293	\$ 1,800
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350	\$ 386	\$ 333	\$ 400
	\$ 7,189	\$ 5,111	\$ 6,716	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 20,452	\$ 21,796	\$ 22,683	\$ 19,363	\$ 19,721	\$ 17,420	\$ 16,242	\$ 16,012	\$ 16,816	\$ 19,125
Capital										
Grants/Donation	\$ -	\$ 3,619	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 61,014	\$ 61,790	\$ 64,598	\$ 71,697	\$ 72,525	\$ 69,798	\$ 69,907	\$ 70,903	\$ 86,438	\$ 100,125
Profit/Loss	\$ (36,903)	\$ (45,394)	\$ (44,620)	\$ (45,338)	\$ (43,882)	\$ (43,806)	\$ (45,779)	\$ (50,263)	\$ (59,201)	\$ (74,625)
City Contract				\$ 40,500	\$ 44,000	\$ 44,000	\$ 50,000	\$ 55,000	\$ 60,000	\$ 75,000
Total Visits	5,499	4,922	5,802	11,180	10,757	10,363	9,156	7,611	8,422	
Daily Average				159 - Muni	132 - Muni	140 - Muni	144 - Muni	96 - Muni	122 - Muni	
Days Open	74	67	78	27 - Central	36 - Central	21 - Central	31 - Central	15 - Central	25 - Central	
Days Closed/partial	59	61	56	66	70	67	58	74	69	
	15	13	18	18	16	12	21	11	13	

Highlights

2016

Steadley Grant purchases

Purchased 50 lounge chairs and 15 rocking chairs for guests
Replaced the Fridge and Freezer in Concession stand - Muni
Replaced Air Conditioning unit in Concession stand - Muni
Purchased 6 new lifeguard chairs and 6 new umbrellas - Muni
Purchased a new pool vacuum - Muni
Replaced valve on chlorinator - Muni
Installed two baby changing tables in locker rooms - Muni

Other upgrades by the city

Added new shade structure - Muni
Painted the Lockerrooms - Muni
Replaced the Pool grates - Both

2017

Hosted a two day outdoor swim meet - Muni
Painted the pools - Both
Replaced starting blocks - Muni
Replaced entrance steps - Muni
Survived a hail storm

2018

New ADA compliant Lift
New pool Vacuum
Building roof repairs - Muni
Bathroom remodel - Central
New Stairs for shallow well entry and exit - Muni
Hosted a two Day outdoor swim meet - Muni
Opened for three Food Truck Friday - Central

2019

New Central pool Fence
Add privacy fence slats around maintenance area - Muni
Painted bathhouses - Muni
Hosted a two Day outdoor swim meet - Muni
Opened for three Food Truck Friday - Central

2020

SURVIVED COVID

2021

Hosted a two Day swim meet - Muni

Opened for three food truck Fridays - Central

Broke the record for daily attendance with 539 visits on July 4th

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2022 by and between the City of Carthage, Jasper County, Missouri, a municipal corporation, hereinafter called Lessor, and Jason and Pam Graff, of Carthage, Missouri, hereinafter called the Lessee.

WITNESSETH, THAT THE Lessor, for and in consideration of the rents, covenants, and stipulations to be paid, kept and performed by the said Lessee does hereby lease and demise to the said Lessee a certain building located in the Municipal Park, Carthage, Missouri, which said building is owned by Lessor and commonly referred to as "pavilion" to be used by Lessee as a skating rink.

TO HAVE AND TO HOLD the above described building with all privileges thereto belonging unto the said lessee for a term of one year commencing January 1, 2022 and ending December 31, 2022. Lessee to use said premises as and for a skating rink with the approval of a majority of the members of the City Council, City of Carthage, Missouri.

Lessee does hereby agree to pay to lessor as and for rental for the above described premises the total sum of Zero Dollars (\$00.00) per year.

Lessee does hereby agree that the Lessor is to make no repairs to the facility, including but not limited to; water infiltration form surface water, resurfacing floor, painting, and exterior maintenance.

The Lessee shall hold the Lessor free and harmless from any and all costs, damages, expenses, mechanic liens, or any and all liability which may arise from any contract, tort, statute, or city ordinance growing out of the use of said premises by said Lessee.

The Lessee does hereby agree that he will not assign this lease nor shall he have the right to so assign the same to any person or persons howsoever without first having and obtaining the written consent of the Lessor to said proposed assignment.

The City will continue to maintain electrical, sewer, and water service to and from the building. Lessee to provide proper sanitation and illumination inside the building

The Lessee shall be responsible for all repairs to the interior of said pavilion and Lessee covenants to maintain said interior in as good repair as it was in at the commencement of this lease, ordinary wear and tear and acts of God excepted.

The Lessee assumes and agrees to pay all utility bills, including the water bill for the main floor of the building, incurred in connection with use of said building.

Lessee shall have the right at their option to operate legitimate concessions within said building in addition to the skating business carried on therein.

Lessee further covenants and agrees to prevent their patrons and others from parking their automobiles immediately adjacent to said pavilion, and Lessee agrees to use all reasonable means to prevent delivery trucks from crossing the sidewalk when making deliveries to the said pavilion.

Damage to the building by fire, wind, storm, and other casualty rendering the Pavilion untenable shall, at the option of either party, work a termination of this lease.

The Lessee covenants and agrees to maintain and keep the toilets on the main floor in said building clean and in good repair, except for as above stated, and to keep the premises in a clean, neat, and orderly manner.

It is further agreed and understood by and between the parties hereto, that prior to the commencement of said skating rink business by Lessee on said premises, said Lessee shall at this own expense, obtain a policy of liability insurance in the amount of two million dollars (\$2,000,000.00) with the City of Carthage as an additional named insured, protecting Lessor from any claim of any person or persons whomsoever arising out of the use of said property as a skating rink by Lessee. Lessee shall provide the City Clerk with a copy of the insurance certificate no later than thirty days after signing of the agreement.

The alterations made by Lessee and all equipment installed for the purpose of winterizing the Pavilion shall be and remain the property of Lessor upon the termination of the Lease Agreement.

Violation of any above covenants contained herein by the Lessee shall, at the option of the Lessor, constitute a forfeiture of the lease, but shall in no way affect the obligation of the Lessee to pay the rental herein provided for.

In **WITNESS WHEREOF**, the parties hereunto set their hand and seal of this _____ day of _____, 2022.

CITY OF CARTHAGE

By: _____ Lessor
Mayor:

Pam Graff Lessee

Jason Graff Lessee

Attest:

City Clerk

AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2022, by and between the City of Carthage, Jasper County, Missouri, and the Carthage Youth Baseball League, a Missouri not-for-profit corporation, hereinafter referred to as "Youth Baseball".

WITNESSETH:

RECITALS

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

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

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

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

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

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

COVENANTS

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

That the City of Carthage hereby grants to Youth Baseball a non-exclusive privilege to utilize the Baseball Fields at the Youth Baseball Complex at Fair Acres Sports Complex for a Baseball Program to run from March 15th through July 15th, 2022, which shall include five tournaments. The City retains the right to schedule the fields for any additional events taking into consideration the Youth Baseball schedule.

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

Youth Baseball agrees to provide a program that will enable all Youth in the general Carthage

area to participate.

Youth Baseball agrees to operate a responsible and appropriate Baseball program. Youth Baseball agrees to provide all equipment and complete management and supervision of the Baseball program; and the City assumes no responsibility for expenses related to the management of the Baseball program.

The City agrees to provide reasonable maintenance on the Baseball Fields as may be necessary and the Youth Baseball agrees to work in cooperation with the City in the maintenance of the baseball fields. The parties to this agreement further agree to cooperate in the maintenance of the general baseball field's area and to keep it free from all trash and debris. Youth Baseball shall be responsible for pick-up of trash in the immediate vicinity of the boy's ball fields and the City shall be responsible for the dumping of trash barrels and providing a dumpster. The City shall be responsible for major repairs related to plumbing, roofing, electrical, fencing, structural and lighting. The Youth Baseball shall be responsible for minor repairs such as light bulb replacement and other minor items associated with the daily use of the concession stand. The City will provide restroom clean up Monday through Friday mornings. Youth Baseball shall provide restroom clean up when necessary outside of the City clean up schedule. Youth Baseball provide clean up of the concession stand during its summer program. The City shall provide restroom supplies such as toilet paper and paper towels.

The City of Carthage agrees that Youth Baseball shall have the right to place signs on fences at the ball fields, and shall be responsible for the installation and removal of signs on fences. All signs should be of the banner type, which provides for airflow to prevent damage to fences.

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

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

The City of Carthage agrees to pay all utility costs associated with the boy's baseball program for the duration of this agreement.

Youth Baseball agrees to provide to the City of Carthage a copy of its charter as a Missouri not-for-profit corporation or other documentation, which establishes that Youth Baseball is a lawful corporation.

Youth Baseball agrees to provide, by March 15th of each year, the following documents:

A list of all current members of the Board of Directors.

An annual financial statement detailing the actual income and expense for the previous year, together with a detailed budget for the coming year.

A certificate of insurance showing liability insurance coverage of two million dollars (\$2,000,000), with the City of Carthage named as co-insured, covering all of Youth Baseball's activities on the above described property.

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

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

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

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

TERM OF THE AGREEMENT

The term of this agreement shall be from March 15th, 2022 until July 15th, 2022. This agreement shall be reviewed each year, evaluated and presented to the Public Services Committee of the Carthage City Council for consideration.

All notices required by this agreement shall be either personally delivered or placed in the United States Mail, properly addressed and with certified or registered postage prepaid. Said notices shall be sent to the parties at the following addresses, unless a party is otherwise notified in writing: to the City of Carthage, to the Mayor, Carthage City Hall, 326 Grant Street, Carthage, Missouri 64836, with a copy to the City Attorney, Carthage City Hall, 326 Grant Street, Carthage, Missouri 64836, and to the Carthage Youth Baseball League.

_____.

Passed and approved by the Carthage Youth Baseball League on the _____ Day of _____, 2022.

President, Carthage Youth Baseball League

Passed and approved by the City of Carthage on the _____ Day of _____, 2022.

Dan Rife
Mayor

Attest:

Traci Cox
City Clerk

AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2022, by and between the City of Carthage, Jasper County, Missouri, and the Carthage Youth Softball League, a Missouri not-for-profit corporation, hereinafter referred to as "Youth Softball".

WITNESSETH:

RECITALS

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

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

Whereas, Youth Softball offers a softball program with the principles of directing its team members toward the maximum development of their talents and abilities and,

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

Whereas, Youth Softball and the City of Carthage desire to make provision for the continuance of the quality softball programs that have existed, and

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

COVENANTS

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

That the City of Carthage hereby grants to Youth Softball a non-exclusive privilege to utilize the Softball Fields at the Youth' Softball Complex at Fair Acres Sports Complex for a Softball Program to run from March 15th through July 15th, 2022, which shall include five tournaments. The City retains the right to schedule the fields for any additional events taking into consideration the Youth Softball schedule.

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

Youth Softball agrees to provide a program that will enable all Youth in the general Carthage

area to participate.

Youth Softball agrees to operate a responsible and appropriate Softball program. Youth Softball agrees to provide all equipment and complete management and supervision of the Softball program; and the City assumes no responsibility for expenses related to the management of the Softball program.

The City agrees to provide reasonable maintenance on the Softball Fields as may be necessary and the Youth Softball agrees to work in cooperation with the City in the maintenance of the softball fields. The parties to this agreement further agree to cooperate in the maintenance of the general softball field's area and to keep it free from all trash and debris. Youth Softball shall be responsible for pick-up of trash in the immediate vicinity of the youth ball fields and the City shall be responsible for the dumping of trash barrels and providing a dumpster. The City shall be responsible for major repairs related to plumbing, roofing, electrical, fencing, structural and lighting. The Youth Softball shall be responsible for minor repairs such as light bulb replacement and other minor items associated with the daily use of the concession stand. The City will provide restroom clean up Monday through Friday mornings. Youth Softball shall provide restroom clean up when necessary outside of the City clean up schedule. Youth Softball provide clean up of the concession stand during its summer program. The City shall provide restroom supplies such as toilet paper and paper towels.

The City of Carthage agrees that Youth Softball shall have the right to place signs on fences at the ball fields, and shall be responsible for the installation and removal of signs on fences. All signs should be of the banner type, which provides for airflow to prevent damage to fences.

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

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

The City of Carthage agrees to pay all utility costs associated with the Youth softball program for the duration of this agreement.

Youth Softball agrees to provide to the City of Carthage a copy of its charter as a Missouri not-for-profit corporation or other documentation, which establishes that Youth Softball is a lawful corporation.

Youth Softball agrees to provide, by March 15th of each year, the following documents:

A list of all current members of the Board of Directors.

An annual financial statement detailing the actual income and expense for the previous year, together with a detailed budget for the coming year.

A certificate of insurance showing liability insurance coverage of two million dollars (\$2,000,000), with the City of Carthage named as co-insured, covering all of Youth Softball's activities on the above described property.

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

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

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

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

TERM OF THE AGREEMENT

The term of this agreement shall be from March 15th, 2022 until July 15th, 2022. This agreement shall be reviewed each year, evaluated and presented to the Public Services Committee of the Carthage City Council for consideration.

All notices required by this agreement shall be either personally delivered or placed in the United States Mail, properly addressed and with certified or registered postage prepaid. Said notices shall be sent to the parties at the following addresses, unless a party is otherwise notified in writing: to the City of Carthage, to the Mayor, Carthage City Hall, 326 Grant Street, Carthage, Missouri 64836, with a copy to the City Attorney, Carthage City Hall, 326 Grant Street, Carthage, Missouri 64836, and to the Carthage Youth Softball League.

Passed and approved by the Carthage Youth Softball League on the _____ Day of _____, 2022.

President, Carthage Youth Softball League

Passed and approved by the City of Carthage on the _____ Day of _____, 2022.

Dan Rife
Mayor

Attest:

Traci Cox
City Clerk

**Applicant's Name and Title:**

Rob Greenleaf, Sr. Operations Manager

Business Name:

Neutron Holdings, Inc. (dba) Lime

Business Address:

85 2nd Street, Suite 300, San Francisco, CA 94105

Established place of business within state (if applicable):

1244 NW 4th St #300, Oklahoma City OK

Names of all owners, officers, and managers of the business:

Joe Kraus, President | Wayne Ting, CEO | Andrea Ellis, CFO | Sarah Binder, Secretary |
Rob Greenleaf, Sr. Operations Manager (Local POC)

Phone Number and Email for Business:

650-450-1791 / rob.greenleaf@li.me

Mark Peterson
City of Carthage
326 Grant St, Carthage, MO
64836

Re: Micromobility Partnership between Lime and Carthage, Missouri

To whom it may concern:

Lime is excited to partner with the city of Carthage to make micromobility a part of the local transit system. Lime currently operates in 30 countries and over 200 individual markets. Lime is currently the largest micromobility provider in the world and we are capable of providing a collaborative and positive program for the city of Carthage.

All the information and data provided in our proposal is true and complete. Any other information the city needs can be provided upon request. We welcome further conversations to ensure that a partnership with Lime proves to be successful for the city of Carthage.

Sincerely,

Eric Kocaja
Regional General Manager - Central U.S.

ORGANIZATIONAL BACKGROUND AND OVERVIEW

Lime is the world's largest, most experienced micromobility provider. Founded in 2017, our mission is to build transport systems that are **green, shared and affordable**. We operate electric bike and scooter sharing services in over 200 cities across 30 countries globally. **We have safely provided over 250 million sustainable rides across our services to date.**

We use our global experience to launch and run well managed services that deliver for cities, with a focus on **safe riding, responsible parking, environmental impact, equitable access, and data sharing.**

Lime currently operates in multiple cities in **Missouri** including **St. Louis & Washington**. The City of Carthage will be managed by the local team based in Tulsa, Oklahoma and with local Juicers living in Carthage.

Lime Local Overview

Our local team currently manages several cities comparable to Carthage including:

- Jenks, OK: 22k Pop - 100 Scooters - Teresa Nowlin - tnowlin@jenksok.org
- El Reno, OK: 19k Pop - 60 Scooters - Matt Sandidge - msandidge@cityofelreno.com
- Guthrie, OK: 11K Pop - 75 Scooters - Justin Fortney - jfortney@cityofguthrie.com
- Washington, MO: 14K Pop - 75 Scooters - Sal Maniaci - smaniaci@washmo.gov

The local Lime team currently manages 12 cities across 4 states:

- **Oklahoma:** Oklahoma City, Tulsa, Norman, Edmond, Jenks, El Reno, Bartlesville and Guthrie
- **Arkansas:** Little Rock
- **Missouri:** Carthage*
- **Texas:** Dallas and Lubbock

Legal or Regulatory Enforcement Actions

Lime operates in 200 cities and 30 countries globally. We currently have no active litigation or regulatory enforcement in the state of Missouri. Lime is the largest micromobility provider in the world and we pride ourselves on safety and being good community partners by focusing on safety and adhering to local regulations.

Scooter Description

The most sustainable Lime scooter yet

Lime Gen4



****Lime Gen4 tentatively arrives May 2022.**

1. Vehicle weight, max load	50.3 lbs
2. Length and width of floorboard	16.8 inches long, 63 inches wide
3. Wheelbase	34.4 inches
4. Width and diameter of each wheel, strength/count of spokes	10 inches in diameter 2.5 inches wide 5-spoke solid front wheel, solid rear wheel
5. Tire type	Solid, vulcanized rubber all season tires
6 Hubs and gearing	N/A
7. Suspension type	Twin-spring mountain bike style front fork
8. Brakes	Dynamic brake and foot brake on rear wheel. Drum brake on front wheel. All brake cables fully enclosed
9. Lights	Front white LED, constant when unlocked, visible up to 500 ft. Red rear LED, constant when unlocked, brighter under braking, visible up to 600 ft
10. Fenders	Full fenders front and rear
11. Chainguard	N/A
12. Sizing	4' 10" - 7' 0"
13. Kickstand	Dual kickstand - 2 contact points
14. Bell/horn	Bell mounted on handle bar next to brake lever. Activated by thumb lever

15. Signals	Audible sounds
16. Motor systems	500W motor Swappable, Lithium Ion batteries 25 miles per charge
17. Basket	No
18. Maximum vehicle speed	15 mph, electronically limited
19. Anti-theft hardware & components	All Lime vehicles use security-torx anti-theft bolts, all cables are run fully internally to prevent tampering. E-bikes come with bluetooth LimeLocks, and scooters can be equipped with LimeLocks at the City's request. Wheels are also immobilized when not in use.

*** Lime plans to introduce the Gen4 Scooter described above at the beginning of May 2022. These Gen4s will be deployed with the Lime 2.5s that are currently in the market and described below. We intend to phase out the 2.5s through the end of the year.*

Gen 2.5	
Photo	
Dimensions	• 1020mm length • 1308mm height
Weight	18kg
Tire Diameter & Width	• 203mm diameter • 64mm wide
Tire Type	Solid, vulcanized rubber
Suspension	Front, internal spring fork
Brakes	• Dynamic brake on front wheel • Drum brake on rear wheel • Bicycle-style brake lever on handle bars
Wheelbase	813mm wheelbase
Maximum Load	100kg
Standover Height	127mm standover
Footboard Width	165mm wide
Lights	• Front white LED, constant when unlocked, visible up to 500 ft • Red rear LED, constant when unlocked, brighter under braking, visible up to 600 ft

Reflectors	Both sides
Bell	Mounted on handle bar next to brake lever. Activated by thumb lever
Gears	Electric motor, 1 gear
Power Source	9.6 Ah - 36 V internal battery
Recharging Procedure	Retrieved, charged via port on vehicle at secure location.
Locking System	• Motor lock on front wheel when not in use. • Bluetooth-enabled locking cable can be attached (see image in section below)
Location Tracking	Transmission every 1 second. 2-3.5ft accuracy in dense urban areas
Motor Wattage	250 W
Maximum Assisted Speed	15 mph, electronically limited (24 km/h)
Operating Range	15 miles/24.1km
Rider Controls	Throttle operated by right thumb Brake operated by left hand
Cargo Capacity	No cargo compartments
Kickstand	Folding kickstand, optimized for stability
Certifications	UL 2272 - Standard for Electrical Systems for Personal E-Mobility Devices

Maintenance & Operations Plan

Lime conducts frequent preventative and responsive maintenance on our scooters. Our Operations Specialists field staff are equipped with a mobile toolset to complete a routine maintenance inspection of each scooter anytime it is interacted with in the field. This means every time our staff deploys, reparks, or rebalances a scooter, a preventative maintenance check is conducted. Additionally, any scooter flagged either by our riders, our City partners, or our staff as being in need of repair is marked in our app for retrieval and the scooter is placed into “maintenance mode,” which prevents a rider from using the scooter until it can be inspected and repaired.

“Maintenance Mode” scooters are returned to the warehouse for a full 65-point evaluation covering screws, brakes, handlebars, grips, battery damage or wear, lights, cleanliness, a test ride, and more by our trained mechanics. Any scooter overdue for an inspection is flagged for immediate retrieval. Furthermore, in order to ensure maximum safety of our riders, the following triggers place the vehicle into maintenance mode and flag the vehicle for inspection. If any issues are identified, the scooter is returned to our warehouse for repair:

- **In-App and Customer Service Reports:** Any scooter with an issue reported via the Lime app or to our Customer Service line is flagged for retrieval and inspection.
- **Self-Diagnostics:** Once deployed, our scooters are self-diagnosing. Our scooters can automatically identify more than 100 issues, each with a specific error code. We are also notified for issues like idling for more than 24 hours, loss of GPS signal, low battery, and multiple failed unlocks. In addition to the scooters themselves, our maintenance plan also includes regularly ensuring our parking areas are tidy.

- **Repairs:** If a maintenance issue is identified, the scooter is brought back to the warehouse for further analysis and repair. Only our highly trained and specialized Mechanics work on our scooters. Once a scooter has entered into the warehouse, the scooter must pass through five individual quality control diagnosis checkpoints by a Mechanics Lead before being redeployed. Our Mechanics Leads have been put through additional in-house training regarding identification of quality issues.

Lime has Standard Operating Procedures (SOPs) for every task to provide detailed steps for our Mechanics and Operations field team to ensure timely and consistent repair execution. Through our internal Operations and Mechanics App logs are maintained of all maintenance activities related to each scooter, which will be provided to the City upon request.

Environmental impact - Lifespan and disposal practice

Data from our global markets shows us that **one in four Lime trips takes someone out of a car and onto more sustainable transport options** - either by using a Lime scooter or bike to travel directly from A to B, or by improving connectivity to and from local hubs. Scooters can also **build new advocates for sustainable transport infrastructure like cycle lanes and low traffic areas**.

Lime has invested in our wider operational approach and supply chain to deliver environmental benefits across the board. Our Gen4 scooter has a confirmed lifespan of five years, with specific reuse and recycling partnerships set up to minimize waste when vehicles are no longer operable.

Pricing Plan

In Carthage Lime is committed to providing an affordable transportation option to every rider while providing safe, best-in-class service.

Our standard scooter price in Carthage will be \$1.00 to unlock and \$0.35 per minute.

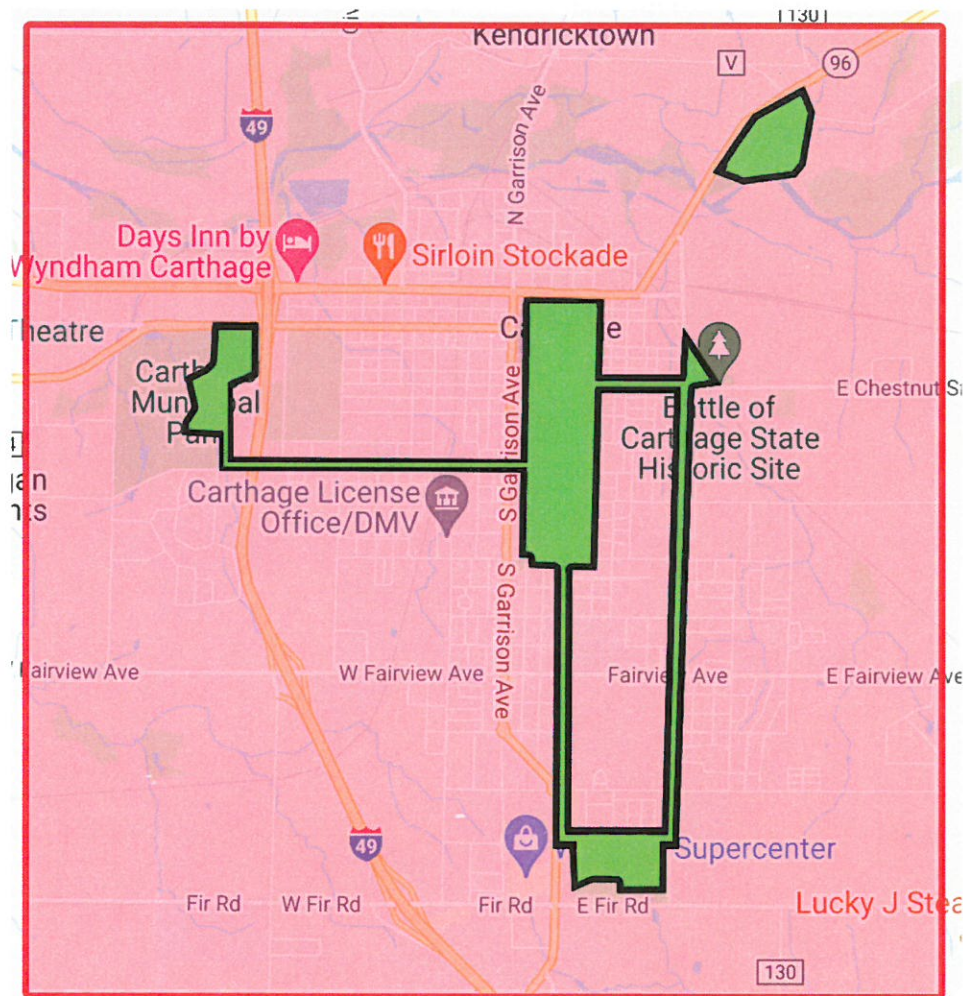
Lime Access: Lime offers heavily discounted pricing for lower-income individuals through our Lime Access program. Lime Access participants receive a 70%+ discount off our standard rates - just \$.50 to unlock and \$.07/minute. We also have special pricing programs both to better enable residents to shift their daily trips to a more sustainable mode of transportation, as well as ensuring all riders can benefit from the City's scooter program, regardless of income.

Storage of Scooters

Upon request or based on need, all vehicles can be automatically remotely deactivated and will be locked and parked in designated areas or moved to our warehouses for repairs and charging as needed.

Proposed Fleet Size & Service Area

At launch, Lime proposes deploying a fleet of up to 50 scooters across the Carthage Service Area (shown below). Lime has the ability to quickly and easily expand our fleet further to meet growing demand at the City's request for seasonal or event based needs.



GREEN = Operational / Rideable Area

RED = No Operations Zone / No Rideable Area

Geo-Fencing Technology

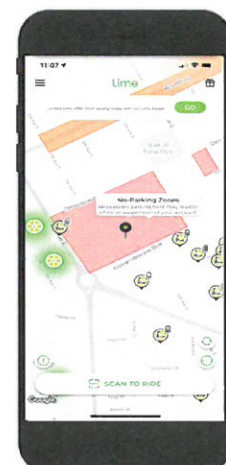
As a result of investments in our hardware and software over the last five years, Lime now offers the industry's most accurate and responsive geo-fencing technology capabilities. **Our geofencing technology is accurate to within 2-3 feet and can be activated within one second.**

Lime uses geofencing to create virtual "zones" that limit speed, designate parking areas, and limit service areas. Geofenced zones are prominently displayed in our app to enhance rider awareness and compliance.

Our zone types include:

- **Service Zone (Boundary Limits):** Riders cannot travel outside the Service Zone.
- **No Parking Zone:** Riders are prevented from ending their ride in a no parking zone.
- **Preferred Parking Zone:** Identified in the app, all corrals will be designated as Preferred Parking Zones.
- **Low-Speed Zone:** Our app and the scooter screen inform users when they enter a Low-Speed Zone. Their speed will automatically and gradually be reduced to meet the zone-specific speed limit.
- **No-Ride Zone:** Similar to a Low-Speed zone, but the vehicle throttle will deactivate and users must physically roll the vehicle outside the zone in order to re-accelerate or end the trip.

Any of these zone types can quickly be created, adjusted, and removed; Lime will work closely with the City throughout our operations to implement and modify





geofencing as-needed.

Please refer to the map in the section above to see examples of where you can and cannot ride in Carthage, based on Zoning. Any additional restrictions can be easily added and enforced with new zones.

Intended Program Launch

Lime would need one week between notification of award and launch, but Lime is able to flex this schedule as needed to meet the timeline of the city.

Deployment Strategy

Lime looks forward to working with the city of Carthage to discover the best locations for scooter deployment and which routes are available for riding. Based on our past operations in Carthage and compliance with the city, Lime proposes that scooters in Carthage will only be available to rent at the locations listed below:

- Kellogg Lake Park
- Carter Park
- Fair Acres Sports Complex
- Griggs Park
- Carthage Municipal Park
- Carthage Tourism Office

Rebalancing/Redistribution: Our real-time dashboards track the position and status of every vehicle, so we can dispatch team members to rebalance the fleet immediately to address any issues. Each vehicle has GPS and wireless unit and wireless location technology so we can track details remotely, including distance travelled, estimated battery life and remaining mileage. We use a proprietary algorithm to prioritise field tasks based on route and task importance. This program is built into our operations app and turn-by-turn navigation to each task to minimise wasted travel.

Vehicles designated for scheduled inspection and maintenance, or those that have been reported as emerging faults, are deactivated and brought to the Lime warehouse.

Retrieval/Charging: The new Gen4 scooter has a replaceable battery which means that our local team can simply swap out dead batteries with fresh ones, which keeps the city fresh with fully charged scooters, without the need of taking the entire scooter back to a location where it can be charged. This drastically increases the uptime for scooters available in Carthage, ensuring that riders will always have scooters available for rent throughout the city.

Receiving and Resolving Issues

Riders and non-riders alike can report a vehicle blocking a sidewalk, travel lane, pedestrian right-of-way, or any other issue through Lime's 24/7, multilingual customer service. Our 175 member customer service team provides support in numerous languages such as Spanish, Mandarin, and Korean. Lime's Carthage customer service will be available by **phone, email, text, Twitter**, through the **Lime app**, and via our **Trust and Safety Portal** website at safety.li.me. Live response times from our customer service team average roughly 60 seconds.

If the ticket requires an intervention (e.g. a vehicle that needs to be moved), our Customer Service Team marks the vehicle to be retrieved and rebalanced. This creates a task in our internal task management system for our Carthage Operations Team to quickly flag the vehicle for retrieval, which generally happens within 30 minutes and no more than two hours.

Helmet Distribution Strategy

Lime encourages all our riders to wear helmets through various channels, including direct messaging on our vehicles, in the Lime app, through social media, and at safety events throughout the year. Lime will also provide free helmets to riders at various events we will participate locally in Carthage throughout the year.

Local Operator Contact

Matt Reeves, our local Operations Coordinator in Tulsa, will be the City's direct point of contact. He can be reached via email at matt.reeves@li.me and via phone at 918-639-9004. In order to reach the entire Operations Team, please email help-tulsa@li.me.

Customer Service Operations

Lime makes reporting any issues simple for riders and non-riders alike. We provide numerous channels to contact Lime support, including via phone, email, through the Lime app, on social media, and via our website and safety portal. Lime's Customer Support is headquartered in San Francisco, with regional hub locations across the world, all of which are available 24/7.

Our main customer service number is 1-888-LIME-345 (1-888-546-3345). Like all means of contacting customer support, our phone support is available in multiple languages, including: Spanish, Mandarin, Korean, German, Tagalog, French, Italian, Portuguese, Hungarian, Hebrew, Polish, Romanian, Czech, Swedish, Finnish, Danish, and Greek, among others. Written correspondence via email, in-app or social media is easily and immediately translated in any language.

Safety History Summary

Lime has committed itself to the safety of riders and other citizens who live in the cities we operate. This commitment is why we are constantly updating our hardware and software. For example, our new Gen4 bikes and scooters are the most reliable and stable vehicles in the marketplace.

Lime also continues to innovate via our technology platform to help educate our riders on safer riding practices, limiting the speed of individuals new to riding micromobility vehicles, and ensuring that riders understand the safety guidelines created by the local government.

Complaint History Report

Lime is willing to provide a Compliant History Report per city upon request. Lime has not deployed any scooters in a market without approval from local authorities.

Communication & Outreach Plan

Lime's five-step ORDER framework promotes positive user behavior and trains users on appropriate parking, as well as addressing any misparked vehicles in 15 minutes.

OUTREACH

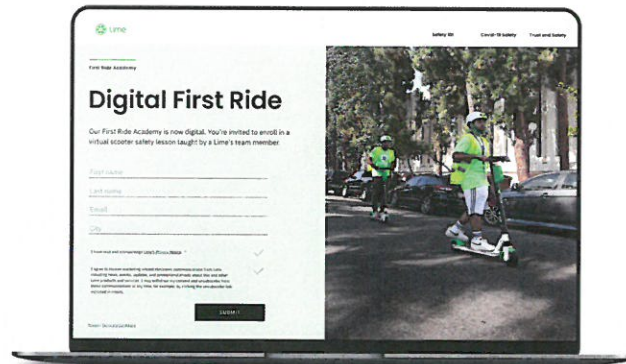


Education starts before the first ride: All riders are required to take a "how to ride" tutorial and an in-app quiz before they can access a Lime scooter. Lime has partnered with the League of American Bicyclists to enhance this rider safety content, focusing on how to ride micromobility vehicles defensively in urban settings.

Social & Traditional Media: Lime will use our social media platforms on Twitter, Facebook, Instagram, and our website to reinforce City-specific rules along with emphasizing safe riding and respectful parking messages. We also collaborate with community partners to share these messages via their social media channels. In addition, Lime has a communications staff that shares our messaging via traditional media outlets.

Safety Portal: Our Safety Portal website (safety.li.me) includes how-to-ride video tutorials, a customer service request form, a discounted safety equipment store, and a signup form for our Digital First Ride events. Every week more than 4,000 people visit our safety portal weekly.

In-Person Education: In addition to online education, Lime and our community partners host in-person trainings like our signature **First Ride** events. These events can be recurring, interactive hour-long safety sessions hosted by our local Operations Team to educate riders on best practices to safely ride and properly park a scooter. **First Ride** events help to build a culture of scooter safety, educate riders on how to ride a scooter, and demonstrate Lime's commitment to safety.



Given COVID-19 restrictions on in-person training, Lime has created **Digital First Ride** that provides virtual scooter safety lessons taught by Lime's team members. These digital trainings will be held monthly for as long as pandemic-related restrictions continue to limit live events. We have held successful **Digital First Ride** events in over 25 cities, including Chicago, Denver, San Francisco, Baltimore, Detroit, and Austin.

As pandemic limitations ease, we will partner with local stakeholders, to host in-person **First Ride Training Events**.

On-Vehicle Education: Based on survey data and feedback, we found that some users learn best from information posted on the vehicle itself. Consequently, we have placed our customer service contact information and safety messaging on the stem of each scooter. In addition, we can securely affix hangtags to our vehicles that educate riders on safe operating and parking.

REMINDERS

R **Continuing Education:** We provide regular ongoing messaging and reminders covering safety tips, parking information, and city-specific rules, including where riding and parking are permitted and prohibited. These reminders are sent via a variety of channels, including in-app messaging, text messages, and e-mail. We also sent messages based on specific triggers, like geographic area (notifying a rider of entering or leaving a geofenced zone), time of day, special events, and more. We can also post critical information permanently across the top of the home screen in the Lime app.

Rider Safety Scorecard: Providing transparent, timely feedback is a proven mechanism for behavior change. To help riders learn from prior issues, Lime provides a Safe Rider Scorecard, which shows riders a summary of their past issues, including factors like sidewalk riding, parking violations, and erratic riding.

DIGITAL TECHNOLOGY

D **Enhanced End of Trip Photos and Validation:** Before riders are able to end a trip, riders are shown guidance regarding proper parking and must actively document that they have parked correctly with a photo showing the parked vehicle. Our Operations Team audits these photos, triggering incentives and rewards for good parking, and educational reminders, fines, and even deactivation for repeated parking violations.

EXECUTION

E **Monitoring and Reporting:** Our Operations Team will monitor the fleet 24/7. We will deploy team members to retrieve any vehicles in need of charging, repair, or that have migrated outside the service area. We also have multiple channels for riders and non-riders alike to report parking issues or other concerns. Our response time to identified issues is generally less than 15 minutes and no more than two hours.

Age Verification: All Lime riders must be at least 18 years of age. Lime requires all riders to verify their age through a two-step ID validation process before they are allowed to take a trip.

RESPONSIBILITY



Fining: To create a culture of accountability, riders can be assessed fines for poor parking or riding behavior--including violations of the city rules and regulations--up to the full cost of any municipal fine. Repeat offenders will be expelled from the platform.

Easy Reporting: Lime makes reporting any complaints simple for riders and non-riders alike. We provide numerous channels to contact Lime support 24/7, including via phone, e-mail, in-app, and social media. Additionally, Lime's customer service contact information is affixed to the stem of each of our vehicles.

We also frequently partner with cities to integrate into their non-emergency reporting program so that people have a familiar avenue for reporting issues. For example, in Los Angeles, Lime is integrated with their 311 non-emergency reporting system. We are enthusiastic about integrating with GoCOS to enable reporting of issues directly via the GoCOS app.

User Equity Plan

Lime firmly believes that affordability should not be a barrier to access to reliable, safe transportation, including the Lime service. As a result, we were the **first dockless micromobility company to implement a program specifically to increase access for low-income community members, Lime Access**. This program provides a significant discount on our standard pricing and allows community members access to the Lime platform without the need for a bank account or smartphone.

Lime Access participants receive a 70%+ discount off our standard rates - just \$.50 to unlock and \$.07/minute. Recipients of any local, state, or Federal benefits, including students with Pell Grants, are eligible to participate.

Privacy Policy

We take great care to safeguard our users' privacy and to inform them about the data we collect and the circumstances under which we share data. Lime's Privacy Policy is available here <https://www.li.me/en-us/legal/privacy-policy/>

Lime stores minimal PII (personally identifiable information) in our database; we maintain name, email address, phone number only. Our data is always encrypted at-rest via AES-256 and encrypted in-transit via TLS. We also have access control policies to make sure data is not shared with anyone outside the Company. Within the company, only a limited number of administrators are able to access rider data and only for specified purposes.

We use PCI-compliant third-party processors for payment processing. The processor gives us a token to authorize a payment and we never touch or store the customer payment information.

Data Breach History

CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION

To date, Lime has not had any US data breaches. Lime implements intrusion detection and intrusion protection systems ("IDS/IPS") for detecting suspicious activity within our system. Lime maintains an internal mailing list for reports of suspicious activity. If a data breach were to occur, our communication protocol goes into effect. Lime will notify the authorities immediately and related business partners no later than 72 hours after discovering a data breach.

Data Sharing Agreement

Lime is committed to sharing meaningful and actionable data with our municipal partners. Lime will provide all of the data required, including real-time location and availability data for the fleet, archival trip data, archival collision data, and archival complaints data in the format determined by the City.



We also offer our proprietary Insights Dashboard that allows the City to access up-to-date data on the Carthage fleet on-demand. The Insights Dashboard also includes analysis of the most frequently sought data and the ability to download datasets in .csv format for further analysis.

Finally, Lime routinely collaborates with municipalities on surveys to collect and analyze additional useful data. We look forward to working closely with the City to distribute rider surveys.

Fees

Lime is able and willing to pay the City the fees indicated by the City of Carthage. Lime proposes a one year contract initiation payment of \$1,250.00 (\$25 per Lime Scooter, assuming a fleet capacity of 50 Limes for Carthage). In addition, Lime shall submit a fee of five cents (\$0.05) per trip taken on any Mobility Device Lime has deployed in the City. The per-trip fee shall be invoiced quarterly.

Safe riding

Wherever we operate, safety is always our key focus. Lime has invested in industry-leading innovations to ensure our vehicles are safe for riders, other road users and pedestrians. These include:

- **Requiring all users to take training on the Lime app the first time they hire a scooter or bike.** More detailed training is available via our online scooter driving school and Lime also hosts regular in-person "First Ride Academy" training sessions across its global markets.
- **Capping the speed of our electric scooters.** Our GPS technology means we can enforce speed limits in specific, low-speed or no-ride zones, such as in pedestrian areas or outside schools.
- Fitting every one of our scooters with a clearly displayed **unique ID number** making it easy to identify and, if necessary, take enforcement measures against any rider breaking the rules.

These innovations are backed up by **high-quality, Lime designed and developed hardware**. Our Gen4 scooter is built for safety. It has been **developed from the data of over 200 million Lime rides around the world**, and has a number of best in class hardware features, including:

- Dual hand brakes and a drum braking system, **delivering the shortest braking distance of any shared rental scooter by up to 50%**
- Nine reflectors and lights onboard, **providing visibility of up to 300m**
- Lower baseboard and swept back handlebars to allow for **greater rider stability and rider indication via hand signals**
- **On-vehicle technology which provides an immediate geofence response**
- **12" front wheel and mountain bike-inspired suspension**
- **Double kickstand** to help safe parking and prevent our scooter from being knocked over

Lime is currently scheduled to launch the Gen4 scooter model in Carthage, Missouri starting in May.

Lime will continue to use its SJ 2.5 model to supplement the fleet in Carthage as needed.

Responsible parking

Lime uses mandatory parking systems to deliver well managed services. Users are required to end their scooter ride in parking bays, marked in the Lime app and on the ground. Lime's on-vehicle GPS technology, **accurate to up to 30cm**, prevents users ending their rides outside of these zones - created in consultation with local authorities - **avoiding issues with street clutter and helping to create an ordered and well managed trial that works for everyone.**

In addition to this technology, Lime also invests in **on the ground operations teams across its service areas**, which are responsible for collecting and re-parking any abandoned or mis-parked vehicles, as well as other fleet management tasks, such as swapping batteries, conducting safety and maintenance checks, vehicle sanitization and monitoring for poor rider behavior like pavement riding or double riding.



Investing in equitable access

Lime operates in over 200 cities worldwide. We know that **no-one should ever be priced out of making more sustainable transport choices**, and we have developed specific initiatives to ensure this doesn't happen in our partner cities.

Our Lime Access program provides key workers, students, apprentices and other eligible riders with unlimited discounted rides. This is live across our global markets, and has delivered hundreds of thousands of discounted rides to date.

Community engagement is about more than free and discounted rides. Wherever we operate, Lime also partners with local charities to provide funding and wider support to them via our **"Lime Hero"** initiative. Hero encourages Lime riders to round up the cost of their ride to the nearest currency unit, with Lime matching all donations. Ahead of our prospective Dallas launch, **Lime is already working to secure a local Lime Hero partnership**.

Lime's commitment to equitable access extends to our own workplaces, which is why Lime is **a proud living wage employer**.

Data sharing

We know cities need data to understand and assess the impact of our services. Lime is committed to sharing all relevant usage data with our partner cities using MDS and GBFS APIs, alongside providing access to our proprietary "Insights Dashboard", which tracks usage patterns alongside other key metrics such as fleet size and trips per vehicle.

In addition to this, Lime also manually shares data with cities to assess on-street management - for instance, parking compliance and operational response times, as well as mode shift survey data to evaluate sustainable impact. **This type of information is crucial when developing long term partnerships with cities.**

By focusing on **safety, responsible parking, equitable access, environmental impact and data sharing**, Lime has been able to build and scale services that **deliver on cities' key aims**. We are excited by the opportunity to launch in Dallas, and are working hard to ensure we can launch and manage services that will help micromobility become a part of Dallas' transportation system.



The undersigned hereby certifies that the contents of the application are true and correct; and in consideration of the issuance of said license(s), agrees to fully comply with all applicable ordinances of The City of Oklahoma City and statutes of the State of Oklahoma.

Neutron Holdings, Inc. dba LIME

Robert Greenleaf

Authorized Person

03/8/22

Date

State of Oklahoma)

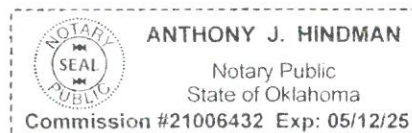
County of Oklahoma)

Subscribed and sworn to before me on 8th day of March, 2022

Notary Public

Commission Expires: 05/12/2025

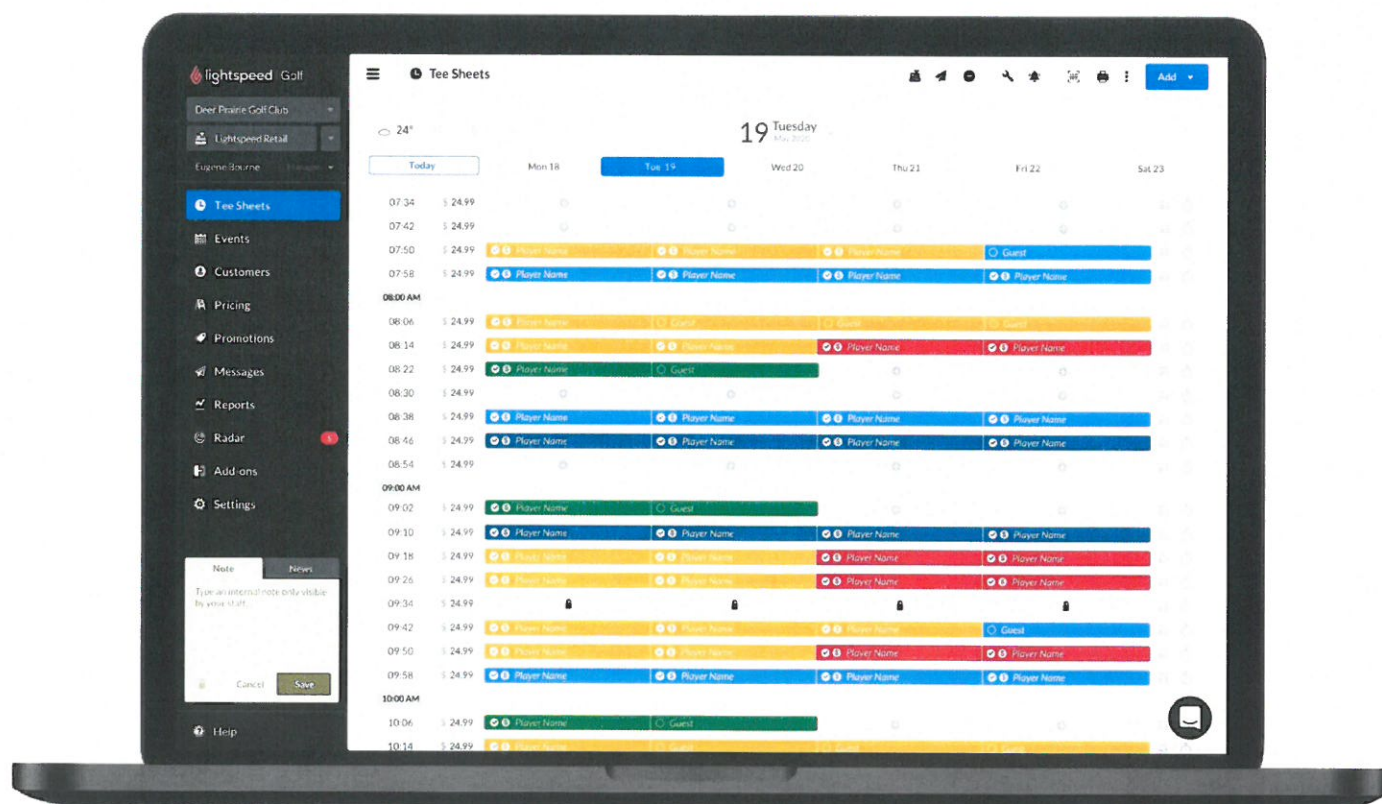
Commission Number: 21006432



Your all-in-one golf course management solution

Proposal for
Carthage Golf Course

Represented by
Mark Peterson



Software Pricing

Product	QTY	Unit Price	Monthly
Golf Management - Tee Sheet - Online Booking - Dynamic Pricing - SMS and Email Messaging from the Tee Sheet - Database Segmentation Tool - Promotional Engine - Events Management - Business Intelligence - Lite - Data Analytics - Free Support and Live chat - House Accounts - Aging and AR Reporting - Subscriptions and Service engine - Automated receivables - Online member statements	1	\$250.00	\$250.00
Pro Shop register - Over 150 Reports - Advanced Inventory Management - Purchase orders - Work orders - Unlimited employee roles - Catalog Management - Custom Price Rules - Free Support and Live Chat	1	\$50.00	\$50.00
Gift Cards - Integrated gift cards - Gift card migration	1	\$0.00	\$0.00

Email Marketing	1	\$130.00	\$130.00
• Create dozens of automated email campaigns for any occasion • Stay top of mind with timely and meaningful messaging based on customer behaviour • Send more than just emails and use SMS marketing tools that work in harmony with your email campaigns • Create email marketing lists to target your best customers with specific messaging • Ability to send 80,000 emails per month			
Website	1	\$100.00	\$100.00
• Up to 20 custom pages • template-based development • Hosting • 1 hour per month of maintenance included (not cumulative) • The client is charged an extra \$80 per hour for support work exceeding the 1 hour included.			
E-Commerce	1	\$80.00	\$80.00
• Sell your memberships, packages, gift cards and much more online on your website.			
MonthlyTotal			\$610.00

Payment Options

Payment Terms:

16-Month commitment, please see payment schedule below:

March 15th, 2022 to June 30th, 2022 - \$1732.65 Owed (Four Months Paid In Full)

July 1st, 2022 to June 30th, 2023 - \$5,931.00 Owed (Twelve Months Paid In Full)

Carthage would also receive a \$2000 hardware credit to the Lightspeed store (<https://golf-hardware.professionalservices.io/en/>)

By signing this document and/or providing payment information to Lightspeed Commerce, Customer is accepting to purchase the products and services listed above. The standard terms and conditions of Lightspeed's Service Agreement apply and can be accessed at:

[Click here for the Lightspeed Service Agreement](#)

The following nullifies Section 4 of the Lightspeed Service agreement, entitled Term of Agreement:

www.Lightspeedhq.com

The initial term of the Service Agreement will be for one month beginning on the Effective Date and will thereafter renew on a month-to-month basis. For the avoidance of doubt, the preceding sentence will prevail over any conflicting terms found in the Service Agreement.

Effective: 30 days after signature date

Customer acknowledges and agrees that he or she has read, understands and agrees to be bound by the above Service Agreement, as these may be modified from time to time.

Agreed to and accepted

Mark Peterson

02 / 16 / 2022

[Tell me more](#)

Recipient

Date

Payment Processing

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"We've recommended Lightspeed to a number of different operators. I feel very good about making that recommendation, you guys have done a great job of following through with everything that I told people you were going to do."

Aaron Gleason, VP, Walters Golf Management

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- ✓ Integrated reporting



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Signature Certificate

Reference number: YRSN6-AFR3T-PETM3-6KTHV

Signer

Timestamp

Signature

Mark Peterson

Email: m.peterson@carthagemo.gov

Sent:

07 Feb 2022 20:22:11 UTC

Viewed:

07 Feb 2022 20:23:34 UTC

Signed:

16 Feb 2022 14:50:24 UTC

Mark Peterson

IP address: 162.249.49.239

Location: Carthage, United States

Document completed by all parties on:

16 Feb 2022 14:50:24 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.





March 10, 2022

FOR IMMEDIATE RELEASE:

Vision Carthage is proud to unveil landscaping plans for the new Fairlawn Roundabout in conjunction with the Carthage Parks and Recreation Department. The non-profit organization commissioned local artist Rachel Wilson to create a focal piece for the recently created roundabout. Ms. Wilson's stunning design is a statue of four maple leaves measuring 13' x 13' swirling in the wind.

Additional work by Ms. Wilson can be seen in front of Memorial Hall located at the corner of Oak and Garrison where a Welcome to Carthage sign is placed with an existing maple leaf. Vision Carthage also commissioned this piece from Ms. Wilson in 2015.

Vision Carthage and the Parks department have been working together to form a design and concept plans for the roundabout for several months. Landscaping will also be incorporated into the roundabout. The organization has launched a campaign to raise funds for the creation of the artwork.

The mission of Vision Carthage is to promote the beautification and revitalization of Carthage through volunteerism, partnerships, community and business engagement by using the Main Street Four-Point Approach: Economic Vitality, Design, Promotion and Organization.

For questions or comments, please call Abi Almandinger at 417.793.6589, email visioncarthage@gmail.com, or visit <https://www.visioncarthage.org/donate> to make a tax deductible contribution.



PUBLIC SERVICES COMMITTEE MINUTES

Tuesday March 15, 2022 5:30pm

Carthage City Hall, Council Chambers

Public Services Committee Members Present: Ceri Otero, Juan Topete, Mike Daugherty, Seth Thompson

Members Absent: N/A

Staff Present: Mark Peterson, Tom Short, Greg Dagnan, Taylor Jones

Non-Members: Jonathan Roberts, Abi Almandinger, Bren Flanagan

Councilman Topete called meeting to order at 5:30 pm.

Old Business

1. Consider and approve minutes from the previous meeting.

Councilman Daugherty made a motion to approve minutes from February's meeting.

Motion Passed Unanimously

New Business

1. Consider and Discuss Contract for Management of Municipal Pool by the YMCA.
 - Mr. Peterson started by stating that the YMCA has done a great job managing the pool. States that the only change in the proposed contract is increasing the budget from \$60,000 to \$75,000 due to increased wages for staff, and increased pricing on chemicals for the pool. Fee for renting the pool for parties will also change from \$150 to \$200. He recommends continuing the agreement with the YMCA.
 - Councilman Thompson asked if there was anything not going well with the pool/pool management. Mr. Peterson replied by restating the YMCA has done a great job managing the pool. There is an increased need to accommodate competitive swim, which will be coordinated by Mr. Roberts, and Mr. Peterson will ensure they have the proper insurance.
 - Mr. Roberts (Executive Director, Fair Acres Family YMCA) says the state of the pool infrastructure (pool, pool pump, well, etc.) is the biggest obstacle they are facing. He

believes the previous year was a strong year for business because they were one of the only outdoor activities still open due to COVID. He believes this year's business may not be as strong because many outdoor activities will reopen as usual. He stated some ideas about upgrades to the pool that could potentially bring in more traffic. He also emphasized the importance of pools for the youth in the community.

- Mr. Short asked if the increased budget for the pool would require a budgetary adjustment for the department. Mr. Peterson stated that it would not.
- Councilman Otero warns that a 25% increase in their budget could lead to others asking for similar increases, though she agrees with the reasoning.

Mike Daugherty motioned to accept the contract

Motion Passed Unanimously

2. Consider and Discuss Lease Agreement for the Skating Pavilion with Jason and Pam Graff.

- Mr. Peterson states the agreement is the same as previous years, except that the tenant has changed hours of operation (they will only be open on Friday and Saturday nights). In 2020, tenants requested \$25,000 in repairs to the facility, and because it was not feasible to invest this much in the structure, it was agreed that they would not pay rent. In exchange, tenants would pay for the cost of minor repairs as they come up. This part of the agreement has not changed.
- Councilman Otero asked if there is oversight/clear documentation for the process of the tenants keeping the building maintained. Mr. Peterson says that Brian Bradley (Parks Superintendent) checks on building periodically to ensure proper maintenance is being carried out.

Councilman Daugherty motions to accept contract.

Motion Passed Unanimously

3. Consider and Discuss Agreement with Carthage Youth Baseball.

- Mr. Peterson stated that this is a standard contract from previous years, with primary change being that we no longer give them \$2000 for their utility budget, and that the city takes over the management of their utilities. At the request of the baseball league, all verbiage related to gender has also been removed. He also states that the contract for Carthage Youth Baseball and Carthage Youth Softball are identical.

- Mr. Peterson expresses interest in embracing the growing demand from the community for field use. He believes that the new Civic Rec Software (approximately a month away from going into place) will increase transparency and access to the field space, and make the process much less complicated for all parties involved.

Councilman Topete motioned to accept both the contract for Carthage Youth Baseball and the contract for Carthage Youth Softball.

Motion Passed Unanimously

4. Consider and Discuss Agreement with Carthage Youth Softball.

Councilman Topete motioned to accept both the contract for Carthage Youth Baseball and the contract for Carthage Youth Softball.

Motion Passed Unanimously

5. Consider and Discuss Electric Scooter Rental RFP Submissions.

- Mr. Peterson states that RFP went to five different companies, and we only received one proposal (Lime). He states that other businesses were not interested due business models not lining up with their anticipated risk.
- Mr. Peterson states that Lime has done a very good job with answering all questions, and had a very good trial run with the city. He states that their fee structure proposal is an annual fee of \$1250, as well as 5 cents/ride (11000-12000 rides expected annually). Mr. Peterson has spoken with the market leader at Lime and voiced concern about the 5 cents per ride being on the low side, that he thought that fee structure would only be in place for the trial run. Received verbal approval that we could get at least 15 cents per ride (Lime is willing to negotiate). Mr. Peterson suggests that we accept their offer, and negotiate a better rate per ride.
- Councilman Daugherty voices support for the project as a good service for the community. Councilman Topete echoes this sentiment, asks if the city can bring in more scooters for special events like Maple Leaf. Mr. Peterson says that can and will happen.
- Councilman Thompson would like to know about future developments with Lime, such as expanding the “geomap” so that the scooters may be more widely accessible. Mr. Peterson says that Lime would like to be available to the entire city. Council discusses possible expansions in appropriate areas so that Lime could become another

form of transportation, but not allow it to go citywide for safety and compliance issues.

Councilman Daugherty motioned to accept agreement.

Motion Passed Unanimously.

6. Consider and Discuss Lightspeed POS Agreement for Golf Course.
 - Mr. Peterson states that current POS provider, Teesnap, has sold their business, and the system no longer works efficiently for what they need. Through research on different software, he was able to narrow it down to Lightspeed being the optimal choice for their new POS software. Mr. Peterson already signed this agreement as an operational cost. He would like to know if this contract needs to be signed by the mayor, says he encourages this and that it would not be a problem.
 - Mr. Dagnan states that this came up because the city charter states that all contracts must be signed by the mayor, says contract could potentially be disputed in the future without mayor signature.
 - Councilman Daugherty questions if the mayor needs to sign every single contract, even if it is something operational such as this one. Mr. Short restates that the city charter does require mayor signature for all contracts.

Councilman Daugherty motioned to send contract to full council for mayor signature.

Motion Passed Unanimously

Staff Reports

- Tom Short opened discussion about bike lanes. Councilman Daugherty states that original agreement from 2015 bike lane Master Plan was not carried out properly, thinks plan should be abandoned. He states that cyclists have a legal right to use their bikes on the road, so they do not really need a bike lane. Councilman Topete would like a reevaluation of where bike lanes might actually make sense, and that they can help bring awareness to cyclists for safety. Mr. Peterson states that current Parks Master Plan has minimal language about bike lanes because public feedback was mostly negative about them.

- Mr. Peterson wanted to call out Chanti Beckham for her exceptional work in the community garden and the farmer's market. He says she is going above and beyond to create accessibility, and attract vendors. He says they were currently considering plans to put a second community garden in Carter Park, but final decisions will depend on how Carter Park is restructured in a future development. He believes the work Chanti is doing is adding to and promoting a healthier lifestyle for community members.
- Mr. Peterson also wanted to discuss beautification efforts at the roundabout. He says the Parks Department will be responsible for landscaping and maintenance. Councilman Daugherty asked about the potential for a car to hit the statue that is going in the middle. Mr. Peterson states that there is landscaping and a barrier that will likely prevent a car from ever making it to the statue, but it still meets MODOT safety standards for destructibility. Mr. Peterson recommends that we fund landscaping of the roundabout with use tax.
- Mr. Peterson wanted to give accolades to Councilman Topete, who is not running for reelection to the city council, and to wish him good luck on his post-council endeavors.
- Mr. Peterson also stated that he has hired a new Administrative Assistant for the Parks Department, Taylor Jones.

Mike Daugherty made a motion to adjourn.

Motion Passed

Meeting adjourned at 6:31 pm.