

Please Note: The Council Meeting will be conducted at Rolla City Hall. Citizens are encouraged to watch the proceedings live on Fidelity Cable Channel 16 or through the Fidelity YouTube link at <https://www.youtube.com/channel/UCffrfbYSQqtuhOAVkCCyieA>

COUNCIL PRAYER
Ministerial Alliance

AGENDA OF THE ROLLA CITY COUNCIL
Monday, October 16th, 2023; 6:30 P.M.
City Hall Council Chambers
901 North Elm Street

PRESIDING: Mayor Louis J. Magdits IV

COUNCIL ROLL: JOSHUA VROMAN, TERRY HIGGINS, MEGAN JOHNSON, NATHAN CHIRBAN, LISTER B. FLORENCE, JR., MATTHEW FRIDLEY, JAIED HALL, ROBERT KESSINGER, STANLEY MAYBERRY, KEVIN GREVEN, VICTORIA STEEN, AND TINA BALCH

PLEDGE OF ALLEGIANCE
Councilman Fridley

I. PUBLIC HEARINGS –

A. **Public Hearing and Ordinance** rezoning 726 Salem Ave from the R-1, Suburban Residential district to the C-2, General Commercial district. (City Planner Tom Coots) **Public Hearing and First Reading**

II. ACKNOWLEDGMENTS and SPECIAL PRESENTATIONS –

A. Stevie Kears – Executive Director, Rolla Chamber: 3rd Quarter Tourism Report

III. OLD BUSINESS –

IV. NEW BUSINESS –

- A. **Ordinance** to approve the increase of waste collection fees. (Environmental Services Director Roger Pankey) **First Reading**
- B. **Ordinance** to update Rolla City Code pertaining to Taxicabs and Limousines. (Finance Director Steffanie Rogers) **First Reading**

V. CLAIMS and/or FISCAL TRANSACTIONS –

- A. **Award of bid** to McConnell & Associates out of St. Louis, MO for 6 USA Pickleball standard courts and **Ordinance** to enter into agreement with same. (Parks Director Floyd Jernigan) **Award and First Reading**
- B. **Motion** to award bid for the purchase of patrol rifles to Black Rain Ordnance. (Police Chief Sean Fagan)
- C. **Award of bid** to Direct Fitness Solutions for Centre floor covering and equipment and ordinance to enter into agreement with same. (City Administrator John Butz) **Award, 1st and Final Reading Requested.**

VI. **CITIZEN COMMUNICATION**

VII. **MAYOR/CITY COUNCIL COMMENTS**

VIII. **COMMENTS FOR THE GOOD OF THE ORDER**

IX. **CLOSED SESSION** –

A. Closed Session per RSMo 610.021- (NONE)

X. **ADJOURNMENT** -



**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Community Development

ACTION REQUESTED: Public Hearing/First Reading

SUBJECT: Map Amendment (rezoning): 726 Salem Ave from the R-1, Suburban Residential district to the C-2, General Commercial district

(ZON23-07)

MEETING DATE: October 16, 2023

Application and Notice:

Applicant/Owner - Paula DeLong, Executive Director of Choices for People Center for Citizens with Disabilities, Inc.

Public Notice - Letters mailed to property owners within 300 feet; Legal ad in the Phelps County Focus; signage posted on the property; <https://www.rollacity.org/agenda.shtml>

Background:

The applicant has purchased the subject property and the adjacent commercial property. The commercial property was formerly a printing business. The applicant is a non-profit serving disabled persons. The commercial building is planned to be remodeled to serve the organization's needs. As a part of the project, the parking lot is proposed to be enlarged and a driveway would connect to Salem Avenue. A portion of the parking expansion would be on the residential lot. The lot is proposed to be rezoned to allow for the parking expansion. The applicant does not intend to demolish the existing house, and plans to continue to use the house as a rental unit.

Property Details:

Current zoning - R-1, Suburban Residential to be rezoned to C-2, General Commercial

Current use - Single-family house

Proposed use - Residential and commercial

Land area - About 15,100 Sq. Ft.

Public Facilities/Improvements:

Streets - The subject property has frontage on Salem Avenue, a Collector road.

Sidewalks - Sidewalks are located adjacent to the property.

Utilities - The subject property should have access to all needed public utilities.

Comprehensive Plan: The Comprehensive Plan designates the property as being appropriate for Low Density Residential uses.

Discussion:

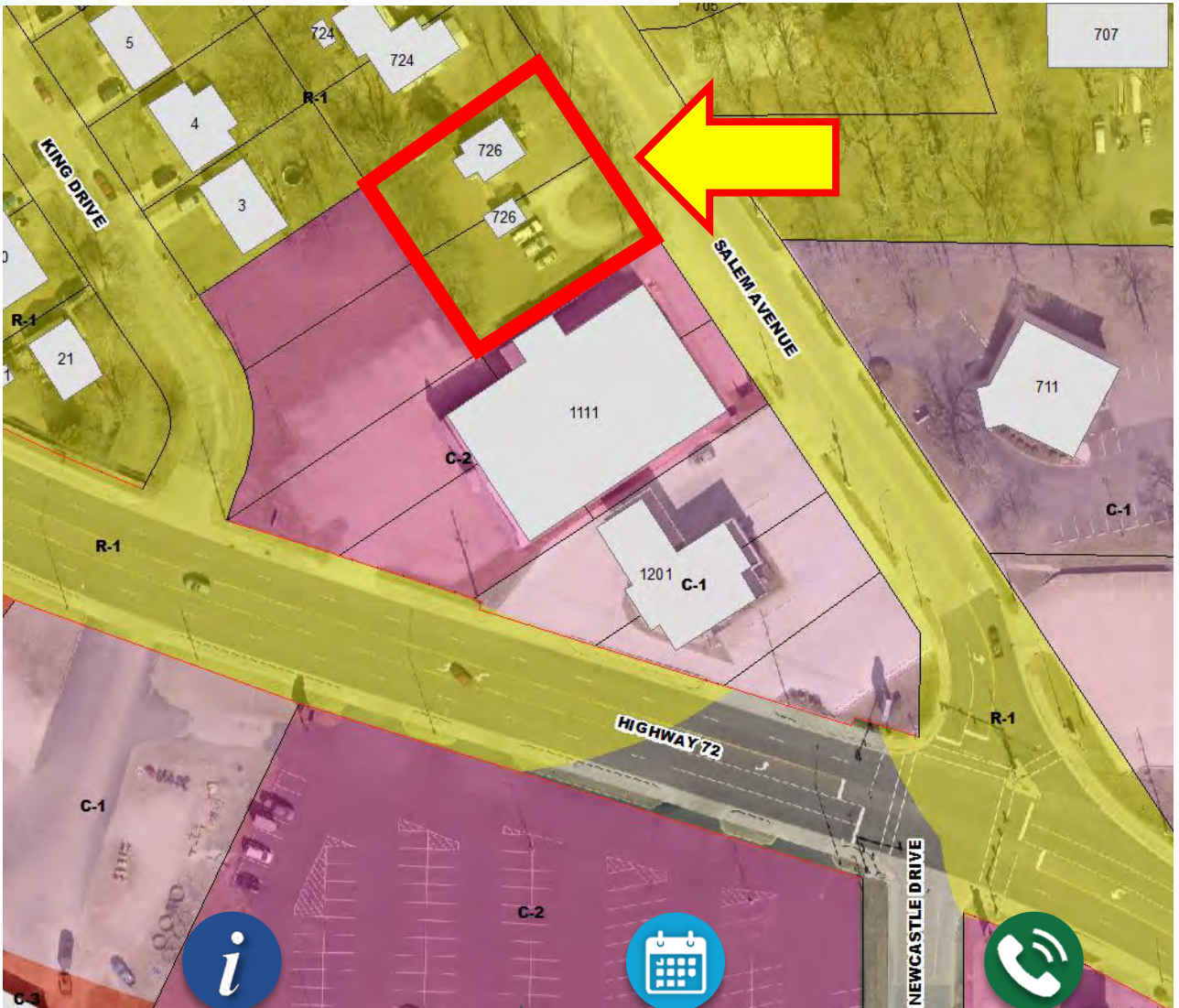
The subject property is located on Salem Avenue adjacent to a commercial property. The applicant only needs to use a portion of the property for the proposed parking lot and driveway. Rezoning only a portion of the property may be an option to ensure that the entire lot could not be redeveloped for commercial uses, if there is concern about removal of the residential uses along Salem Avenue. Another option could be to consider rezoning to the C-1, Neighborhood Commercial district to restrict the future potential uses for the subject property, being directly adjacent to a residential area.

Planning and Zoning Commission Recommendation:

The Rolla Planning and Zoning Commission conducted a public hearing on October 10, 2023 and voted 5-0 to recommend the City Council approve the request only for a portion of the property and with the condition that a screening fence must be constructed between the area rezoned to C-2 and the areas which remain zoned R-1; or as an alternative, the screening fence may be constructed along the northern boundary of said Lot 11.

Prepared by: Tom Coots, City Planner

Attachments: Public Notice Letter; Site Plan with rezoning area; Ordinance



Project Information:

Case No: ZON23-07
Location: 726 Salem Ave
Applicant: Choices for People
Request:
Rezoning from R-1, Suburban Residential to the C-2, General Commercial district

Public Hearings:

Planning and Zoning Commission
October 10, 2023
5:30 PM
City Hall: 1st Floor

City Council
October 16, 2023
6:30 PM
City Hall: 1st Floor

For More Information Contact:

Tom Coots, City Planner
tcoots@rollacity.org

(573) 426-6974
901 North Elm Street
City Hall: 2nd Floor
8:00 – 5:00 P.M.
Monday - Friday



Who and What is the Planning and Zoning Commission?

The Planning and Zoning Commission is an appointed group of citizens from Rolla who are charged with hearing and deciding land use applications, such as zoning and subdivisions. The Commission takes testimony and makes a recommendation to the City Council.

What is a Rezoning (Map Amendment)?

A Rezoning is a request to change the zoning of a property from one zoning district to another. Usually a rezoning would allow for a property to be used differently than in the past, or may allow for development or redevelopment.

What is Zoning?

The City of Rolla has adopted zoning regulations that divide the city into separate areas that allow for specified uses of property. For example, generally only residential uses are allowed in residential zones; commercial uses in commercial zones; etc..

How Will This Impact My Property?

Each case is different. Adjacent properties are more likely to be impacted. Please contact the Community Development Office at (573) 426-6974 if you have any questions.

What If I Have Concerns About the Proposal?

If you have any concerns or comments, please try to attend the meeting. You may learn details about the project at the meeting. You will be given an opportunity to ask questions or make comments.

You do have the right to gather signatures for a petition. If a petition is received by 30% of the land owners (by land area) within 185 feet of the subject property, such request would require approval of 2/3 of the City Councilors. Please contact the Community Development Office for a property owner list.

What If I Cannot Attend the Meeting?

Please try to attend the meeting if you have any questions or concerns. However, if you are unable to attend the meeting, you may provide written comments by letter or email. These comments will be presented to the Board.

What If I Have More Questions?

Please contact the Community Development Office if you have any additional questions.

LEGAL DESCRIPTION

Lots 11 and 12, Kings Addition to Rolla, Phelps County, Missouri



ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE RE-ZONING OF A PORTION OF PROPERTY ADDRESSED AS 726 SALEM AVENUE FROM THE R-1, SINGLE-FAMILY DISTRICT TO THE C-2, GENERAL COMMERCIAL DISTRICT

(ZON23-07)

WHEREAS, an application for a rezoning was duly filed with the Community Development Department requesting the property described above be rezoned according to the Basic Zoning Ordinance of the City of Rolla, Missouri, so as to change the class of the real property hereinafter described; and

WHEREAS, a public notice was duly published in the Phelps County Focus for this according to law which notice provided that a public hearing would be held at Rolla City Hall, 901 N. Elm, Rolla, Missouri; and

WHEREAS, the City of Rolla Planning and Zoning Commission met on October 10, 2023 and recommended the City Council approve the rezoning of the subject property; and

WHEREAS, the Rolla City Council, during its October 16, 2023 meeting, conducted a public hearing concerning the proposed rezoning to hear the first reading of the attached ordinance;

WHEREAS, after consideration of all the facts, opinions, and evidence offered to the City Council at the hearing by those citizens favoring the said change of zoning and by those citizens opposing said change, the City Council found the proposed rezoning would promote public health, safety, morals and the general welfare of the City of Rolla, Missouri, and would be for the best interest of said City;

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

SECTION 1: That the Zoning and Subdivision Regulations Ordinance No. 4762, Chapter 42 of the Code of the City of Rolla, Missouri which zoning ordinances adopts zoning regulations, use districts, and a zoning map in accordance with the Comprehensive Plan is hereby amended by changing the zoning classification of the following property situated within the City of Rolla, Missouri, from R-1 (Single-family Residential) to C-2 (General Commercial) Zoning described as follows:

A fractional part of Lots 11 and 12 of King's Addition (Amended Plat, 1946) to the City of Rolla, Missouri, as per plat of said Addition of record in the Recorder's Office of Phelps County, Missouri, more particularly described as follows: Beginning at the Southeasterly Corner of said Lot 12, the true point of beginning of the hereinafter described tract; Thence following along the southerly line of said Lot 12, South 56°30'29" West, 125.68 feet to a point at the Southwesterly Corner of said Lot 12; Thence following the westerly line of said Lots 11 and 12, North 33°29'31" West, 95.20 feet to a point; Thence leaving said

westerly line, North 56°55'04" East, 32.17 feet to a point; Thence South 38°08'51" East, 46.42 feet to a point; Thence North 56°51'09" East, 93.91 feet to a point on the Southerly right-of-way of Salem Avenue; Thence following along said southerly right-of-way, South 33°20'16" East, 47.99 feet back to the true point of beginning.

Said Tract contains 0.17 acres, more or less, per survey plat I-2823 by Integrity Engineering, Inc. dated October 5, 2023. Subject to any easements, restrictions, reservations and covenants existing and/or recorded.

SECTION 2: As a condition of approval of the rezoning, a screening fence must be constructed between the area rezoned to C-2 and the areas which remain zoned R-1; or as an alternative, the screening fence may be constructed along the northern boundary of said Lot 11.

SECTION 3: This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 6th DAY OF NOVEMBER, 2023.

APPROVED:

Mayor

ATTEST:

City Clerk

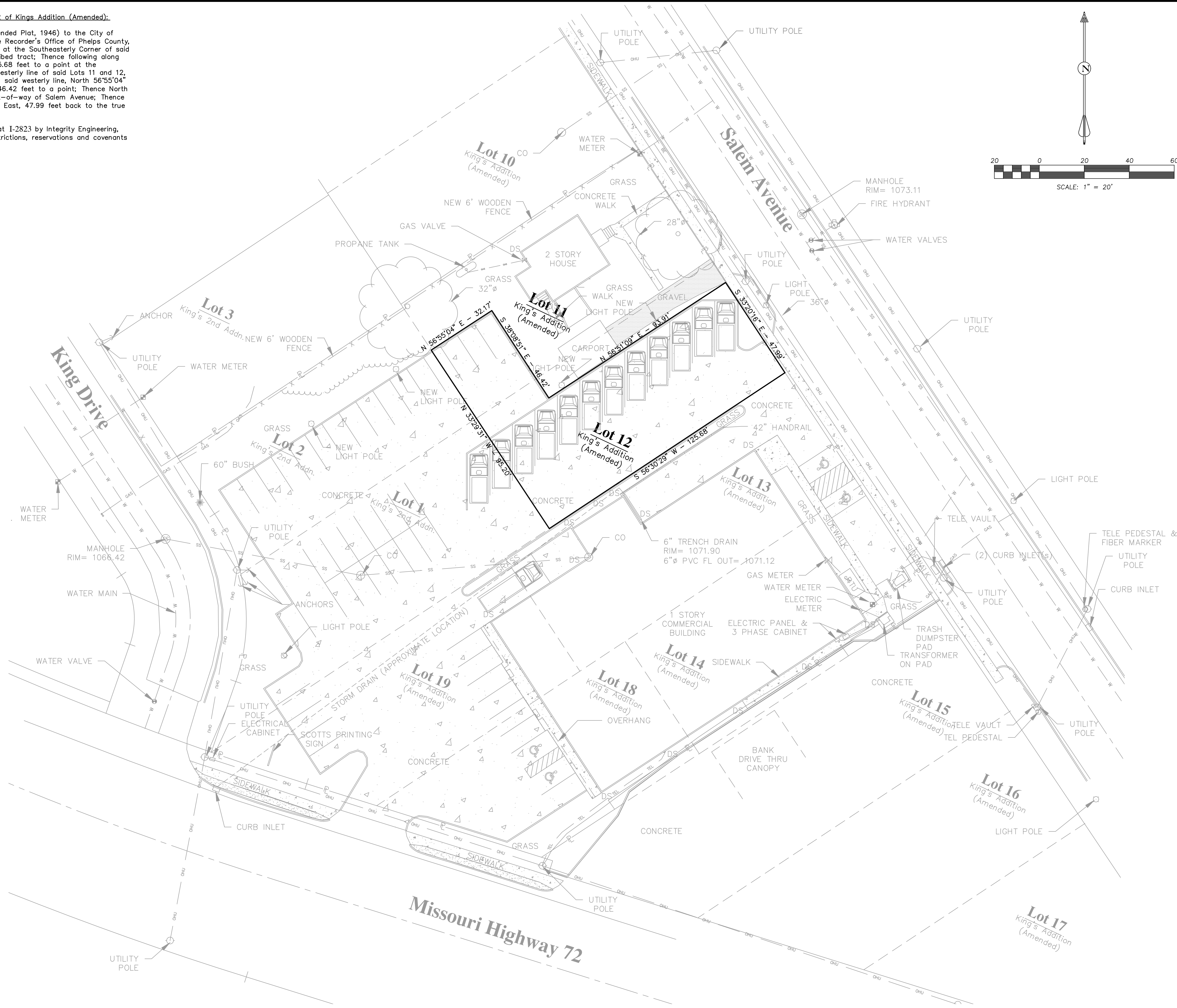
APPROVED AS TO FORM:

City Counselor

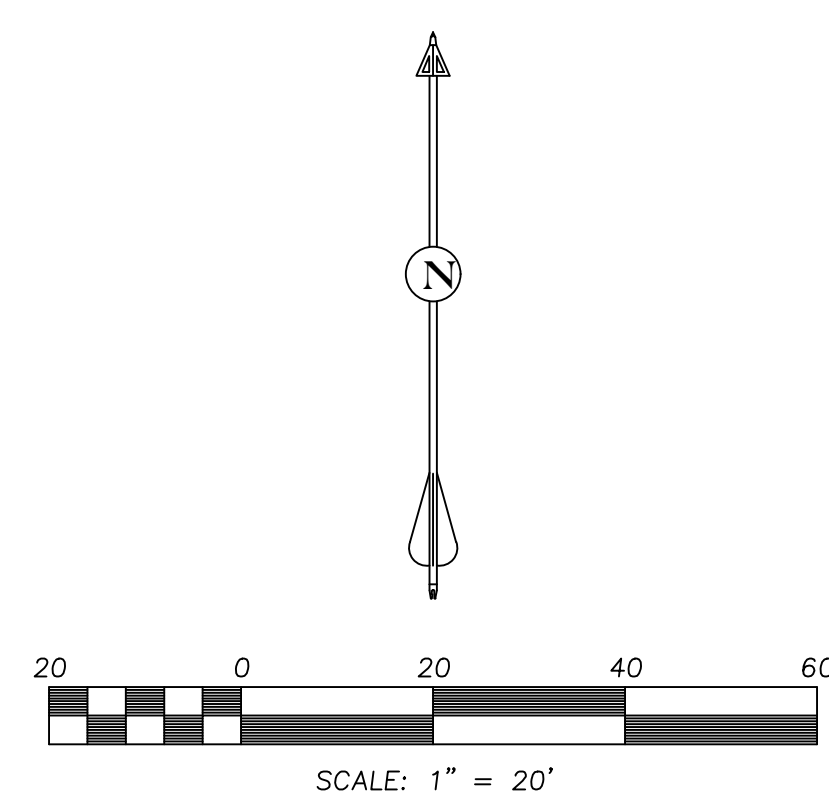
Property Description for Rezoning a Portion of Lots 11 & 12 of Kings Addition (Amended):

A fractional part of Lots 11 and 12 of King's Addition (Amended Plat, 1946) to the City of Rolla, Missouri, as per plat of said Addition of record in the Recorder's Office of Phelps County, Missouri, more particularly described as follows: Beginning at the Southeastery Corner of said Lot 12, the true point of beginning of the hereinafter described tract; Thence following along the southerly line of said Lot 12, South 56°30'29" West, 125.68 feet to a point at the Southwesterly Corner of said Lot 12; Thence following the westerly line of said Lots 11 and 12, North 33°29'31" West, 95.20 feet to a point; Thence leaving said westerly line, North 56°55'04" East, 32.17 feet to a point; Thence South 38°08'51" East, 46.42 feet to a point; Thence North 56°51'09" East, 93.91 feet to a point on the Southerly right-of-way of Salem Avenue; Thence following along said southerly right-of-way, South 33°20'16" East, 47.99 feet back to the true point of beginning.

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ENCOMPASSING PARKING
 3 1/2 PARKING SPOTS
 10 1/2 15-PASS BUS PARKING SPOTS
 AND ASSOCIATED PARKING LOT LANES



REVISIONS BY:

Integrity Engineering, Inc.
 P.O. Box 700 / 1714 East 10th St.
 Rolla, Missouri 65402 / 65401
 Phone (573) 341-2100
 Fax (573) 341-2111
 Email: integrity@integrityeng.com
 Website: integrityeng.com
 Missouri Certificates of Authority
 Engineering: 001460
 Surveying: 000369
 Architecture: 00935



PROJECT FOR:
CHOICES FOR PEOPLE
 1815 Forum Drive
 ROLLA, MISSOURI 65401

Rezoning Portions of Lots 11 and 12 of King's Addition (Amended)



DRAWN BY:	JSS
CHECKED BY:	TLC
DATE:	OCTOBER 5, 2023
SCALE:	1" = 20'
JOB:	Choices for People Rezoning
FILE:	CFP-Site-Proposed.dwg
SHEET:	C-101
OF SHEETS:	

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Rolla 3rd Quarter Tourism Report 2023

This report covers tourism efforts from April-September

Presented by Stevie Kears, Executive Director, RACC

Motel Tax Origination

In 1991/92 the Rolla Area Chamber of Commerce started the conversation with the City of Rolla about imposing a hotel tax for tourism efforts. At the time, several communities across the state of Missouri had already implemented this tax.

This new tax was being used by the local Chamber or Tourism Bureau to promote tourism for that community as well as fund their Visitor Centers.

The tax varies in all communities and Rolla’s legislation was written to impose up to 5%. The Chamber decided that 3% would be sufficient at the time and if needed voters could raise the tax to the full 5% at a later date.

Thanks to the due diligence of the RACC, the Motel Tax passed in 1993. This means if you spend the night in a Rolla hotel, you will pay a 3% tax (in addition to local, state, and federal taxes). If you don’t stay in a Rolla hotel, you don’t pay the tax.

After the passing of the tax, the City of Rolla contracted with the Chamber to administer the tax. The City collects the tax, keeps 10% for admin fees and passes along the remaining 90% to the Chamber.

The first goal of the tax was to build and maintain the Visitor Center. As funds allow, the second goal of the tax was to promote Rolla as a tourist destination for travelers, groups, and meeting planners.

The Visitor Center opened in 1996. The contract between the City of Rolla and the Rolla Chamber is reviewed and renewed every 5 years to give each party an opportunity to make necessary changes due to current market trends and local expectations.

The Rolla Chamber currently manages the 10-acre tract of land at 1311 Kingshighway, the Rolla Visitor Center, and the 5 historic buildings on the property.

Lodging Report

Eleven local hotels report their information to Smith Travel Research. We receive a monthly report from STR that provides us with this information.

OCC%	2023								Year To Date		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	2021	2022	2023
This Year	38.5	44.3	59.1	57.7	61.8	66.9	64.0	60.1	51.3	55.2	56.6
Last Year	36.5	42.2	56.5	54.5	58.2	65.3	64.8	62.2	39.8	51.3	55.2
Percent Change	5.5	4.9	4.6	5.9	6.2	2.4	-1.2	-3.5	29.0	7.6	2.7

ADR	2023								Year To Date		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	2021	2022	2023
This Year	97.76	102.77	110.37	107.03	110.82	107.97	107.40	107.76	95.15	102.80	107.10
Last Year	92.87	97.37	102.38	101.32	104.48	106.78	105.19	105.49	87.66	95.15	102.80
Percent Change	5.3	5.5	7.8	5.6	6.1	1.1	2.1	2.2	8.5	8.0	4.2

REV	2023								Year To Date		
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	2021	2022	2023
This Year	881,150	962,090	1,526,090	1,399,796	1,602,275	1,835,443	1,608,034	1,515,213	8,806,988	10,400,473	11,130,091
Last Year	792,604	868,691	1,353,772	1,251,390	1,422,794	1,580,186	1,594,512	1,536,524	5,573,777	8,806,988	10,400,473
Percent Change	11.2	10.8	12.7	11.9	12.6	3.5	0.8	-1.4	58.0	18.1	7.0

Tourism Activities

Website Updates

Over the summer we had a featured button/page on our site that showcased the many Summer Camps in Rolla. We also did paid social media promotions that link to this page.

Phelps County Map

In April we received the new Rolla/Phelps County Maps. These maps are printed every other year and distributed locally by our staff.

New Billboard

We have leased a billboard on South Highway 63 (next to Rolla Books & Toys). This billboard will be used to showcase visitrolla.com to the local community. Locals help in driving tourism traffic to other businesses and events. We are working to educate the community on the visitrolla.com site.

Track & Field Championship

This summer, Missouri S&T hosted the GLVC Track & Field Championships. Our office assisted with lodging accommodations for teams and hosted the hospitality room for coaches, officials, and volunteers.

Hotel Tent Cards

In July, we placed VisitRolla tent cards in rooms at participating Rolla hotels. The cards have a QR code that links to VisitRolla.com. As of mid-August, we've had 203 hits to the website via that unique QR code.

MDT Grant

In June we applied for a marketing grant through the Missouri Division of Tourism. Our grant application was approved, and we were awarded \$13,572 to help fund a portion of our advertising projects from July 1, 2023, through June 30, 2024.

2024 FLW Spouses Tour

In July, we met with the FLW Spouses Community Group to discuss ways to improve participation in the FLW Spouses Tour. We came away with some great ideas to revive the tour. Next year's event will be on April 4, 2024.

S&T Resource Fair

We had a booth at Missouri S&T's Rollin' Into Rolla Resource Fair this past August. We handed out Rolla information to incoming graduate and international students.

Geared for Phelps

We attended a Geared for Phelps marketing meeting in September. We discussed ways to collaborate on marketing Rolla. We are planning a follow-up meeting to make plans for 2024.

FLW Newcomers Orientation

This past month, we started attending the Fort Leonard Wood Arrive Strong Newcomers Orientation. This event occurs every Thursday and provides an opportunity for us to share Rolla/Phelps County information with soldiers and their families who are relocating to FLW.

RHS Digital Scoreboards

Earlier this year we committed to the new digital scoreboards for RHS. This is a 5 year commitment of \$2,000 each year.

Marketing Efforts

Radio

Every Wednesday we are a guest on the Morning Mayor Show on Results Radio, 99.7 FM. This gives us an opportunity to talk about tourism events, attractions, and businesses in the area. We always promote the various ways that listeners can get additional information on things happening in the area. We also sat in on the morning show of KZZN (105.3) to promote the Trivia & Tastings event.

Social Media

VisitRolla is found on Facebook and Instagram. Some of our recent ads included Summerfest, Summer Camps, 5K's, 10K's, and the Marathon.

Billboards

We leased a billboard on Hwy 63 South to promote visitRolla.com to the local community.

E-Newsletter

Our monthly newsletter list is up to 1456 subscribers. You can subscribe to this newsletter on visitRolla.com.

Print Ads

Print ads during this time include:

- ½ page ad in the April/May and August/September issues of ROUTE.
- banner ads in the Missouri Lifelines e-newsletter.
- ¼ page ad in the June and September issues of Missouri Life.
- ½ page ad in the July issue of Rural Missouri.
- ½ page ad in the fall issue of Show Me Missouri.

Buildings & Grounds

We are responsible for 10 acres of property, 5 historic buildings, the Visitor Center, and the flagpole facing Hwy 72. The buildings are all on the historic register. All work done needs to be approved by SHPO.

1305 Residence

The main bathroom in the home our caretakers live needed to be updated. It was in such bad shape that the family couldn't use it. We hired a local company to completely remodel the bathroom. We also put in new flooring from the bathroom to the entryway of the home. Lastly, we had to replace the side deck on the home as the steps and railing were broken.

Visitor Center

We updated the railing on the visitor center after noticing that some of the boards were rotten and broken.

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Roger Pankey

ACTION: Ordinance-First Reading

ITEM/SUBJECT: Rate/Fee Increase Proposal

BUDGET APPROPRIATION: NA

DATE: October 16, 2023

COMMENTARY:

There have been significant increases in the costs of operations for Environmental Services over the past few years. The cost of trucks, fuel, manpower, and equipment (carts and dumpsters) have all increased dramatically. The largest increase is tipping fees rising 39% from \$42.56 to \$59.00 per ton with the new contract for the Phelps County Transfer Station awarded by Phelps County Landfill Board. This will increase our expenditures close to \$300,000.00 annually. Due to rising operating costs and significant capital expenses, the Environmental Services Department has operated with a deficit budget the last couple of years. In order to avoid depleting the fund further, it is necessary to increase revenue.

The FY2023-24 budget includes a \$2.00/month increase for residential 90 gallon containers, \$1.50 a month for 35 gallon containers and a 12% increase for commercial/dumpsters along with special pickups. A copy of the proposed changes and accompanying ordinance are attached. The suggested effective date of the proposed increases is January 1, 2024.

ITEM IV.A.1

Residential Rates

	<u>Current:</u>	<u>Proposed:</u>
90-gallon:	\$15.75/month	\$17.75/month
35-gallon:	\$13.25/month	\$14.75/month
Bags for extras:	\$1.00 each	No change
Bulk waste stickers:	\$5.00 each	No change
Special Pickups	\$25.00/minimum	\$30.00/minimum

Commercial Rates

	<u>Current (monthly):</u>	<u>Proposed (monthly):</u>
90-gallon cart:	1/week - \$ 15.75	\$ 17.75
1 cubic-yard:	1/week - \$ 44.50	\$ 50.00
	2/week - \$ 89.00	\$100.00
	3/week - \$133.50	\$150.00
	4/week - \$178.00	\$200.00
	5/week - \$222.50	\$250.00
	Extra - \$ 25.00	\$ 28.00/empty
2 cubic-yard:	1/week - \$ 70.00	\$ 78.00
	2/week - \$140.00	\$157.00
	3/week - \$210.00	\$235.00
	4/week - \$280.00	\$314.00
	5/week - \$350.00	\$392.00
	Extra - \$ 31.50	\$ 35.00/empty
4 cubic-yard:	1/week - \$118.00	\$132.00
	2/week - \$236.00	\$264.00
	3/week - \$354.00	\$396.00
	4/week - \$472.00	\$529.00
	5/week - \$590.00	\$661.00
	Extra - \$ 42.00	\$ 47.00/empty
6 cubic-yard:	1/week - \$167.50	\$188.00
	2/week - \$335.00	\$375.00
	3/week - \$502.50	\$563.00
	4/week - \$670.00	\$750.00
	5/week - \$837.50	\$938.00
	Extra - \$ 52.50	\$ 58.50/empty
Container swap fee:	\$30.00	\$ 35.00 (each time)

Construction/Demolition Dumpsters

	<u>Current:</u>	<u>Proposed:</u>
Daily Rental:	\$5.25/day (Mon.-Fri.)	\$6.00/day (Mon.-Fri.)
Relocation Fee:	\$52.50	\$59.00
Transport Fee:	\$2.60/mile	\$3.00/mile
(This fee is charged when waste is required to be direct-hauled to the landfill.)		
Roll-off Boxes:		
Pull Charge:	\$105.00	\$118.00 (Minimum of one pull/box/mo.)
Rear-load Dumpsters:		
4 cubic-yard:	\$84.00/empty	\$94.00/empty
6 cubic-yard:	\$115.50/empty	\$125.00/empty
Compactors:		
Pull Charge:	\$120.00 (single handling)	\$135.00/empty
	\$136.50 (double handling)	\$153.00/empty

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 18-14 (a), 18-16 (a), 18-23 AND SECTION 18-25 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING NEW SECTIONS IN LIEU THEREOF PERTAINING TO RESIDENTIAL, SPECIAL, AND COMMERCIAL REFUSE DISPOSAL AND COLLECTION.

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

Section 1: That Section 18-14 (a) of the Code of the City of Rolla, Missouri, is hereby repealed and a new section enacted in lieu thereof as follows:

Sec 18-14 (a). Residential collections; special collections

- (a) The City shall provide residential customers with special collections as requested, for which the City shall be entitled to assess a reasonable charge as determined by the Director. Special collection fees are as follows: tires - \$5.00 each (with a \$10.00 minimum charge); limbs and brush – minimum charge \$20.00 for the first 15 minutes of loading time plus \$1.00 per minute charge thereafter; major appliances - \$20.00 each; household waste and items too large to discard in the refuse container - ~~\$25.00~~ **\$30.00** for each cubic yard; special collection fees shall be paid in advance of the collection service being requested. Paper shredding - \$25.00 per man hour charged on a quarter-hour basis with a \$10.00 minimum charge. Paper to be shredded shall be delivered to the shredding facility. (Ord. 4170, §1)

Section 2: That Section 18-16 (a), of the Code of the City of Rolla, Missouri, is hereby repealed and a new section enacted in lieu thereof as follows:

Sec. 18-16. Service charge rates for residential refuse collection.

- (a) Each residential refuse customer shall pay to the City a service charge of ~~\$13.25~~ **\$14.75** per month for the weekly collection of the contents of each 35-gallon container, all acceptable yard wastes in biodegradable bags, and all specified recyclables. Each residential refuse customer shall pay to the City a service charge of ~~\$15.75~~ **\$17.75** per month for the weekly collection of the contents of each 90-gallon container, and all acceptable yard wastes in biodegradable bags (in season).
- (b) For those occasions when a residence has extra household refuse beyond what will fit in the City-provided refuse container, the City may sell special bags to be used for the additional refuse. The rate to be charged will be \$1.00 for each of these bags with a capacity of approximately 30 gallons. These bags are intended to be used only for “extra” of “overflow” refuse and to occasionally augment the regular weekly collection of waste and are not to be used in lieu of the City-provided container used for regular weekly collection. These bags should be placed near the refuse cart for the regularly scheduled weekly

collection.

Section 3: That Section 18-23 of the Code of the City of Rolla, Missouri, is hereby repealed and a new section enacted in lieu thereof as follows:

Sec. 18-23. Number of commercial collections; special collections.

- (a) The City shall provide commercial customers with special collections as requested, for which the City shall be entitled to assess a reasonable charge as determined by the Director. Special collection fees are as follows: tires - \$5.00 each (with a \$10.00 minimum charge); limbs and brush – minimum charge \$20.00 for the first 15 minutes of loading time plus a \$1.00 per minute charge thereafter; major appliances - \$20.00 each; special household waste, including transfer station fees and involving items too large to discard in a refuse container - ~~\$25.00~~ \$30.00 for each cubic yard; paper shredding - \$25.00 per hour charged on a quarter-hour basis with a \$10.00 minimum charge, paper to be delivered to the shredding facility, (paper will not be picked up for shredding). (Ord. 4170, §3; Ord. 4295, §1)

Section 4: That Section 18-25 of the Code of the City of Rolla, Missouri, is hereby repealed and a new section enacted in lieu thereof as follows:

Sec. 18-25. Service charge rates for commercial refuse collection.

Each commercial refuse customer shall pay to the city a service charge for collection as follows:

- (a) Each commercial refuse customer shall subscribe to one of the following service levels and pay monthly to the City the following service charge(s) for the corresponding container and frequency of service:

One (1) cubic yard container

1 service per week	\$44.50 \$50.00/month
2 services per week	\$89.00 \$100.00/month
3 services per week	\$133.50 \$150.00/month
4 services per week	\$178.00 \$200.00/month
5 services per week	\$222.50 \$250.00/month

There will be a ~~\$26.25~~ \$28.00 charge for any additional service request.

Two (2) cubic yard container

1 service per week	\$70.00 \$78.00/month
2 services per week	\$140.00 \$157.00/month
3 services per week	\$210.00 \$235.00/month
4 services per week	\$280.00 \$314.00/month
5 services per week	\$350.00 \$392.00/month

There will be a ~~\$31.50~~ \$35.00 charge for any additional service request.

Four (4) cubic yard container

1 service per week	\$118.00 \$132.00/month
2 services per week	\$236.00 \$264.00/month
3 services per week	\$354.00 \$396.00/month
4 services per week	\$472.00 \$529.00/month
5 services per week	\$590.00 \$661.00/month

There will be a ~~\$42.00~~ \$47.00 charge for any additional service request.

Six (6) cubic yard container

1 service per week	\$167.50 \$188.00/month
2 services per week	\$335.00 \$375.00/month
3 services per week	\$502.50 \$563.00/month
4 services per week	\$670.00 \$750.00/month
5 services per week	\$837.50 \$938.00/month

There will be a ~~\$52.50~~ \$58.50 charge for any additional service request.

The initial container requested will be delivered at no extra charge. However, there will be a ~~\$25.00~~ \$35.00 fee for changing container sizes after the initial delivery.

(b) Each commercial refuse customer shall pay to the City a service charge of ~~\$15.75~~ \$17.75 per month for collection of one (1) 90-gallon roll-out container once per week.

(c) Customers utilizing the City's construction/demolition container service shall pay to the City a rental charge of ~~\$5.25~~ \$6.00 per day (Monday through Friday) plus a charge of ~~\$105.00~~ \$118.00 per pull plus appropriate landfill or transfer station tipping fees for each open top roll-off container. There shall be a minimum of one pull charged per month per box.

(d) Each customer shall pay to the City, a rental charge of ~~\$5.25~~ \$6.00 per day (Monday through Friday) for use of each 4-yard container, plus a charge of ~~\$84.00~~ \$94.00 each time a 4-yard container is emptied, and, each customer shall pay to the City, a rental charge of ~~\$5.25~~ \$6.00 per day (Monday through Friday) for use of each 6-yard container, plus a charge of ~~\$115.50~~ \$125.00 each time a 6-yard container is emptied. There shall be a minimum of one empty service charged per box per month.

(e) Each customer shall pay to the City a service charge of ~~\$120.00~~ \$135.00 per

pull for standard compactor units, and ~~\$136.50~~ **\$153.00** per pull for compactor units requiring double handling to turn the unit around, plus appropriate landfill or transfer station fees for each hydraulically operated roll-off compactor.

(f) Each customer requesting to have the City haul regulated waste shall pay the established container fees as specified in Section 18-25 herein as well as all other applicable disposal fees in addition to a ~~\$2.60~~ **\$3.00** per mile transportation fee.

(g) Each customer shall pay to the City a fee of ~~\$52.50~~ **\$59.00** to have a roll-off or construction/demolition container relocated at the customer's request.

Section 5: That this ordinance shall be in full force and effect with the billing on or after November 6, 2023.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 6th DAY OF NOVEMBER 2023.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT: Steffanie D. Rogers **ACTION REQUESTED:** First Reading
Finance Director

DATE: October 16, 2023 **BUDGET APPROPRIATION:** \$ 0.00

SUBJECT: Request an Ordinance to Update City Code Pertaining to Taxicabs and
Limousines

COMMENTARY:

Recently, Missouri State Law changed regarding the class of driver's license needed for taxi services. Attached you will find a copy of the revised Article 3 of Chapter 38 of the Rolla City Code, Taxicabs and Limousines. The only change is removing the references to chauffeur's license and replacing those references with the wording of valid driver's license. These few changes will update Chapter 38 to comply with Missouri State Law.

Staff recommends the approval of these proposed changes.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 38-3 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI, KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO LICENSES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AS FOLLOWS:

Section 1: That Section 38-3 of the Code of the City of Rolla, Missouri, are hereby amended to read as follows:

Sec. 38-3. Taxicab driver's license.

(a) **Taxicab driver's license required.** No person shall drive or operate a taxicab and no owner of a taxicab shall hire or permit any person to drive or operate a taxicab, on any of the streets, any public ways in the City of Rolla, or on any property owned by the City of Rolla, unless such person shall have secured a taxicab driver's license from the City of Rolla as provided herein.

(b) **Taxicab driver's license application.** A verified application for a taxicab driver's license shall be made in writing to the Chief of Police, or his designate, upon terms prescribed and provided for such purpose by the Chief of Police. Such application shall include at a minimum:

- (1) **Name:** The full name of the applicant and any alias names;
- (2) **Address:** The applicant's residence address and residence addresses of the three (3) years next preceding such application;
- (3) **Length of residence:** The length of residence of the applicant in the City of Rolla;
- (4) **Description:** The applicant's physical description;
- (5) **Birth information:** The applicant's date and place of birth;
- (6) **Citizenship:** The applicant's national citizenship;
- (7) **~~Chauffeur's Valid driver's~~ license:** The applicant's ~~chauffeur's valid driver's~~ license number;
- (8) **A signed authority to release form:** Available at the Police Department
- (9) **Criminal history check:** A criminal history check must be made to the State of Missouri at the applicant's expense.

(c) **Qualifications of taxicab drivers.** No taxicab driver's license shall be issued to any person who does not meet the following minimum qualifications:

- (1) **Age:** Such person must have attained the age of twenty-one (21) years;
- (2) **~~Chauffeur's~~ Valid driver's license:** Such person must be properly licensed for the purpose of driving a motor vehicle for hire designed to carry passengers by the State of Missouri;
- (3) **Other offenses:** Such person shall not have been convicted of any felony sex offense, as defined in Chapter 566 RSMo. Furthermore, such person shall not have any convictions of any offense involving drugs, reckless driving, driving while under the influence of intoxicating liquor or drugs, or similar violations, or be on parole or probation for any such offense during the three (3) years next preceding the making of the applications.

(d) **Issuance of license.** Upon being notified of the approval of an applicant by the Chief of Police, or his designate, the City of Rolla Finance Department shall forthwith issue a taxicab driver's license to such person upon payment of the required license fee.

- (1) **License year:** All taxicab drivers licenses shall expire on June 30th of each year irrespective of the date of issuance.
- (2) **License fee:** The City of Rolla Finance Department shall charge a fee of \$20.00 for each taxicab driver's initial license. Such fee shall not be pro-rated for a fractional part of the year.

(e) **Renewal of license.** Any taxicab driver's license issued hereunder may be renewed from year to year provided the driver continues to meet the minimum qualifications of taxicab drivers established hereunder and pays the required fee of \$10.00. A request for renewal shall be filed with the Chief of Police, or his designate, prior to renewing any taxicab driver's license. The request shall be denied unless the Chief of Police, or his designate, approves such renewal after reviewing whether the driver continues to meet the minimum qualifications of taxicab drivers established hereunder.

(f) **Display and use of license.** The taxicab driver's license issued hereunder shall be in the personal possession of the holder ~~thereof~~ at all times while serving as a taxicab driver. Such taxicab driver's license shall be displayed in plain view of the passenger(s) within the cab. No driver shall cause or permit another person to use such driver's taxicab driver's license, for any purpose whatsoever.

(g) **Revocation or suspension of license.** In emergency situations, any taxicab driver's license may be revoked or suspended by the Chief of Police forthwith provided an opportunity to be heard by City Council is provided within thirty (30) days following such emergency action. Any person whose taxicab driver's license shall have been revoked shall return the same immediately to the City of Rolla Finance Director. Any person whose taxicab driver's license shall have been revoked may at any time apply for a taxicab driver's license so long as such person shall then qualify for such license.

ORDINANCE NO. _____

Page 3

(h) **Duplicate license:** If a taxicab driver's license becomes lost or stolen, a duplicate license may be obtained by filing for a lost or stolen license with the City of Rolla Finance Department. There shall be a \$5.00 fee associated with obtaining a duplicable license. (Ord. 3740, §1)

Section 2: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AND APPROVED BY THE MAYOR THIS 6TH DAY OF NOVEMBER 2023.

APPROVED:

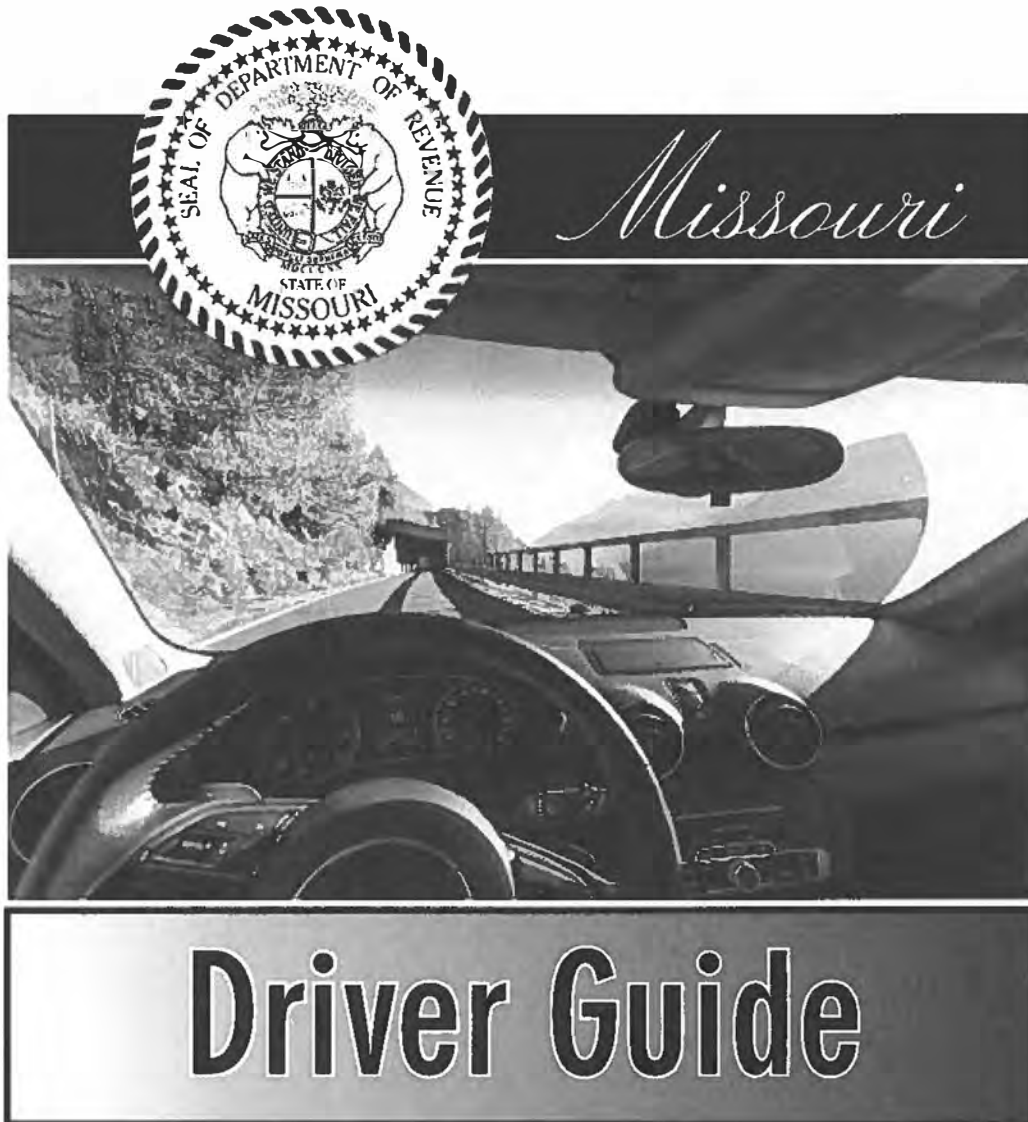
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR



**A guide to understanding
Missouri Motor Vehicle Laws
and Licensing Requirements**

Revised August 2023

IV.B.5

tests. You must also have the written consent of your parent or legal guardian. This permit allows daylight driving only, within a 50-mile radius of home, a motorcycle of no larger than 250 cc, and no passengers.

- 16 years of age or older
If you are 16 years old or older you may apply for a motorcycle instruction permit, but the motorcycle rider training course is not required. If you do not have a valid driver license, you must take the Class F and Class M written tests to receive a motorcycle instruction permit.

When you are ready, you may take the motorcycle driving test and pay the appropriate fee to become motorcycle qualified.

For more information about Missouri's motorcycle laws, see the Motorcycle Operator Manual posted on our website at dor.mo.gov/. You may also request a copy from MSHP or any license office.

Types of Licenses

If you are under 21 years of age, you will be issued a license identifying you as a minor. When you reach age 21, you may apply and pay for another driver license (without the minor indication) or wait until your under-21 license expires.

Intermediate License (Class F) — Eligible Age: 16

This is the second step in Missouri's Graduated Driver License (GDL) program for young drivers. Generally, this license allows a young person certain restricted driving privileges. See later in this chapter for detailed information.

Full Driver License (Class F) — Eligible Age: 18

This is the basic driver license, also called an operator license. You must have a Class F license to operate any motor vehicle (other than one requiring you to have a Class A, B, C, or E license.) The Class F license does not allow you to drive a motorcycle unless the license shows the Motorcycle (M) endorsement. Endorsements will be discussed later in this chapter. You must pass the Class F written, vision, road sign, and driving tests.

For-Hire License (Class E) — Eligible Age: 18

When you test for a Class E license, the written exam will include questions based on the complete driver guide, but mainly Chapter 15 (Commercial Vehicles). You must also pass the vision and road sign tests. If you already have a Class F license, a driving test is not required. However, you must still meet the "under 21 requirements" (see page 18) for a full license if you apply for a Class E license at age 18. There are a number of reasons you may wish to obtain a Class E license, such as:

- If you receive pay for driving a motor vehicle transporting 14 or fewer passengers (such as a driver for a day care center).
- If you will transport property for pay or as part of your job (such as a florist delivery driver).
- If you regularly operate a motor vehicle for your employment which belongs to another person and is designed to carry freight and merchandise. The vehicle must be 26,000 pounds or less gross vehicle weight rating (GVWR) and not required to be placarded for hazardous materials.

The following individuals shall not be required to obtain a for-hire (Class E) license pursuant to **387.438 RSMo**:

- Individuals who use a motor vehicle with a gross vehicle weight less than or equal to 12,000 pounds for the purpose of providing transportation services as an eligible Transportation Network Company driver or taxicab driver; or
- Individuals providing prepared food delivery services for entities such as a fast food restaurant, delicatessen, or other facility engaged in the selling of food for consumption off the premises of the facility.

Motorcycle License (Class M) — Eligible Age: 16

You must have a Class M license or permit (or a driver license with the M endorsement) if you operate a motorcycle or motortricycle on public roadways. You will need to pass the Class F and Class M written, vision, road sign, and motorcycle skills tests. GDL requirements will apply to Class M license applicants between the ages of 16 and 18. See the GDL requirements later in this chapter. A driver operating a motorized bicycle is not required to obtain a motorcycle endorsement, however he or she must hold, a valid operator's (or higher classification) license.

For more information about Missouri's motorcycle laws, see the Motorcycle Operator Manual posted on our website at dor.mo.gov/. You may also request a copy from MSHP or any license office.

Commercial Driver License (Class A, B, or C)

You must have a commercial driver license based on the type of commercial motor vehicle you drive. You must be at least 18 years old to apply for a CDL, and at least 21 years old to obtain a CDL with a Hazardous Materials or School Bus endorsement. You must still meet the "under 21" requirements if you apply for a CDL at age 18.

For more information about Missouri's commercial driving laws, see the Commercial Driver License Manual posted on our website at dor.mo.gov/. You may also request a copy from MSHP or any license office.

Nondriver Identification Card (Class ND)

You may obtain a photo nondriver ID for identification purposes. Your nondriver ID expires on your date of birth in the sixth year after you apply. If you are age 70 or older, your nondriver ID will be issued as non-expiring. Exception: Nondriver ID applicants age 70 or older may be issued a six year expiration date if applying for a REAL ID-compliant card or a lesser period based on immigration document status review.

Requirements to Obtain a License or Permit

Depending on your age, whether you are obtaining a new license or permit, if you are renewing one, or if you have just moved to Missouri, the requirements to obtain a license are slightly different.

- If you are a driver age 15 to 21, the GDL program applies to you. Please see the GDL section in this chapter for more information. You will need to show verification of lawful status, identity (must include full legal name and date of birth), social security number, name change if applicable, and Missouri residency (detailed in this chapter) to qualify.
- If you are a Missouri driver, you may be required to provide verification of lawful status, identity (must include full legal name and date of birth), social security number, name change if applicable, and Missouri residency will be required each time you apply to renew a driver license, nondriver ID, or instruction permit. You must also present your previous license.



Title XXV INCORPORATION AND REGULATION OF CERTAIN UTILITIES AND CARRIERS

Chapter 387

Effective - 28 Aug 2017

- 387.438. License other than Class F not required, when — rulemaking authority. —
1. Notwithstanding any other provision of law, the department shall not require an individual who uses a motor vehicle with a gross vehicle weight that is less than or equal to twelve thousand pounds for the purpose of providing transportation services as a TNC driver or taxicab driver, or for the purpose of providing food delivery services, as defined in subsection 2 of this section, to obtain any license other than a class F license, as described in Missouri code of state regulations section 10-24.200(6). *"Basic Drivers License"*
 2. As used in this section, "food delivery services" shall mean the delivery of prepared food, as defined in section 192.081, by an individual, including a fast food restaurant, delicatessen, or other facility that is engaged in the selling of food for consumption off the premises of the facility.
 3. The department shall promulgate or amend any regulations of the department necessary to implement this section as soon as practicable after August 28, 2017.

(L. 2017 H.B. 130)

---- end of effective 28 Aug 2017 ----
use this link to bookmark section 387.438

Click here for the **Reorganization Act of 1974 - or - Concurrent Resolutions Having Force & Effect of Law**

In accordance with Section 3.090, the language of statutory sections enacted during a legislative session are updated and available on this website on the effective date of such enacted statutory section.



Other Information

Other Links



Missouri Senate



MO.gov



Missouri House

CITY OF ROLLA CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, ACTION REQUESTED: Award and 1st reading
Parks & Recreation Director

ITEM/SUBJECT: Pickleball Courts Construction

BUDGET APPROPRIATION (IF APPLICABLE) \$500,000

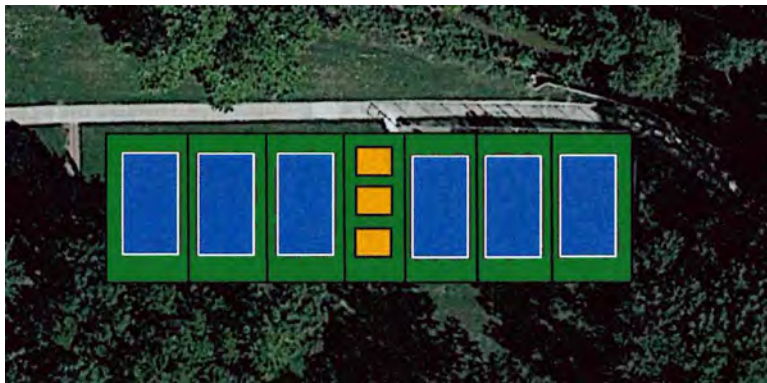
DATE: Oct. 16, 2023

COMMENTARY:

The City direct solicited eight companies for bids for a new pickleball court complex, funded by a \$250,000 donation from the Chymiak Family Foundation with a \$250,000 match from the city. A notice was placed in the Phelps County Focus. Bids were for the construction of six pickleball courts at Green Acres Park. City crews will do the surface prep work, final landscaping and expanded parking. The existing three pickleball courts were temporary renovations in 2020 of the former tennis court at Green Acres. These courts have seen steady usage since that time. Pickleball is the fastest growing sport in the US with over 36 million players. Construction is to commence no later than December 1, 2023, with a completion date no later than May 31, 2024.

Company	Description	Price
McConnell & Associates St. Louis, Mo	6 post-tension concrete courts, fenced, dimensions to USA Pickleball standards, 3 shaded areas	\$419,935
Multi-Con Park City, Kan.	Same	\$429,646
PCC Sports Lee's Summit, Mo.	Same	\$435,629
Byrne & Jones Bridgeton, Mo.	Same	\$515,000

Recommendation: Staff and Parks Advisory Commission recommend accepting the low bid of McConnell & Associates.



ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND MCCONNELL & ASSOCIATES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between McConnell & Associates, a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will be full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 16th DAY OF NOVEMBER 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _____ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of **FY2023-24 – PICKLEBALL COMPLEX, PROJECT 070-580-C1**” in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor’s proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner’s official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor’s proposal, for the construction of **“FY2023-24 – PICKLEBALL COMPLEX, PROJECT 070-580-C1.”**

It is further stipulated that not less than the prevailing hourly rate of wages, as set out in the wage order attached to, and made part of the specification for work under the contract, as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court

of Appeal, shall be paid to all workers performing work under this Contract. Further, the contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.”

ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

Contractor must require and shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo., unless they have previously completed the program and have documentation of having done so, which will be provided to the city.

Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.

The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.

Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. Any wage subsidy, bid supplement or rebate that is provided must be reported to the City within 30 days of receipt of payment, in accordance with Section 290.095, RSMo.

ARTICLE V. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of _____ for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract, and that the Contractor shall complete said work within the specified consecutive calendar days as noted in the Scope of Work Page included in the RFP. A Notice to Proceed will be issued as soon as they are made available to the City.

It is further stipulated that in the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty, the sum of one hundred dollars (\$100.00) per calendar day that the Contractor shall be in default.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete a return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions sections.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor's Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.

IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____
TITLE _____

CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Chief Sean Fagan

ACTION REQUESTED: Motion

ITEM/SUBJECT: Purchase of Patrol Rifles

BUDGET APPROPRIATION (IF APPLICABLE): \$15,000

DATE: October 11, 2023

Commentary:

This fiscal year, we are approved to purchase new AR-15 patrol rifles. These weapons are on a 12-yr replacement schedule, the purchase of which is spread over three years.

Bids were opened at 11:00a.m. on Wednesday, October 11th, by the City Clerk. The following bids were received:

Dealer	Price Per Rifle	Total Price after trade in (24 patrol rifles)	Did it meet bid specification
Black Rain Ordnance	\$876.00	\$14,997.84	Yes
Acme Sports	\$995.00	\$15,720.00	No

Black Rain Ordnance is a privately owned company based in Neosho, Missouri. As part of the purchase agreement, they have agreed to provide us with loaner rifles, free of charge, in any event that a weapon has to be seized as evidence during an officer-involved shooting. They are also providing us with a lifetime warranty on all parts and a free Armorers Training Course for each 10 rifles we purchase.

Recommendation:

Staff recommends that Council approve the purchase of twenty-four (24) AR-15 patrol rifles, for a total of \$14,997.84 after trade-in, from Black Rain Ordnance.

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**CITY OF ROLLA
CITY COUNCIL AGENDA**

DEPARTMENT HEAD: City Administrator John Butz

ACTION REQUESTED: Award/1st and Final Reading

ITEM/SUBJECT: Contract for Centre Gym Fitness Floor Expansion & Equipment

TOTAL BUDGET APPROPRIATION: \$150,000 DATE: October 16th, 2023

COMMENTARY:

The Centre has been a crown jewel of the City’s health and recreation efforts for over 20 years. It was built as a community recreation center but charged with operating as a standalone enterprise – covering all of its operating and capital costs through programming and memberships. We have been unable to meet that objective and as such the Centre has required an annual subsidy over the years ranging from \$300,00 - \$650,000. One of the obvious limitations of the facility is the limited fitness floor space (approximately 4000 SF of the 63,000 SF facility).

In 2020 the City solicited management proposals to transition from a traditional recreation center to a medically integrated health and recreation center. While COVID clearly and adversely impacted operations the first two years it has been Power Wellness’ position since first assessing the facility that additional fitness/exercise space was critical to growing membership. Consequently the City solicited proposals from firms that could convert ½ of the gym space (the east basketball court) to fitness – installing a rolled rubber floor matting and partial turf flooring and replacing a number of pieces of exercise and cardio equipment. In essence the current fitness floor would focus on cardio and stretching while the gym floor supported strength training (weights) and sports performance.

Timing of the work is critical to the launch of a new year of fitness (2024) so staff is requesting award and ordinance approval to complete the work in 75 days. Staff is still doing a detailed review of the two proposals which are:

	<u>Flooring</u>	<u>Equipment</u>	
Direct Fitness Solutions (Illinois)	\$65,646.35	\$78,061.75	\$143,708.10
Advanced Exercise (Colorado)	\$53,186.99	\$84,288.40	\$137,475.39

To complicate matters Advanced Exercise submitted a late bid (had delivered at 11:23 am after bid opening). Our RFP indicates late submittals “will not be considered”. While both firms are reputable DFS provides advantages over AE in that all work is done in-house (not relying on subcontractors whose schedules can overlap and cause delays in completion). The dumbbells/weights quoted are better, and DFS proposed a more compresses timeline of installation/business interruption.

Recommendation: Motion to award the fitness floor project to Direct Fitness Solutions and approval of the ordinance authorizing the Mayor’s execution.

V.C.1

ITEM NO. _____

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND DIRECT FITNESS SOLUTIONS REGARDING CENTRE FLOOR COVERING AND EQUIPMENT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri an agreement between Direct Fitness Solutions, a copy of said agreement being attached hereto and marked Exhibit "A".

Section 2: This ordinance will be full force and effect from and after the date of its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AND APPROVED BY THE MAYOR THIS 16th DAY OF OCTOBER 2023.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ Day of _____ by and between the City of Rolla, Missouri, Party of the First Part and hereinafter called Owner, and _____ Party of the second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published and advertised for and in connection with the construction of: **Centre Floor Covering & Fitness Equipment**, in complete accord with the Contract Documents and the said plans and specifications; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be lowest and best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendent, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in, and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor, and (d) in a good, substantial, and workmanlike manner, and in accordance with the provisions of the General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract Plans and Specifications designated and identified therein, execute, construct, and complete all work included in, and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's proposal, for the construction of **Centre Floor Covering & Fitness Equipment**.

It is further stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by the Court of Appeal shall be paid to all workers performing work under this Contract.

ARTICLE II. Contractor acknowledges that Section 285.530, R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of Subsection 1 of Section 285.530, R.S.Mo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

ARTICLE III. Occupational Safety and Health Administration (OSHA)

Safety Training:

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, R.S.Mo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without the documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- d. Contractor shall require all of its subcontractors to comply with the requirements of this Section and Section 292.675, R.S.Mo.

Notice of Penalties for Failure to Provide Safety Training

- a. Pursuant to Section 292.675, R.S.Mo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Safety Training section of Article III above.
- b. The penalty described in above subsection A of this section shall not begin to accrue until the time periods described in Sections B and C Safety Training of Article III above have elapsed.
- c. Violations of Article III – Safety Training above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE IV. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Technical Specifications, Drawings, Addenda, and other component parts of the Contract

Documents hereto attached, all of which documents from the Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE V. That the Owner shall pay to the Contractor for the performance of the work described as follows: Complete construction of the improvements in accordance with plans and specifications; and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of _____ for All work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions attached hereto.

ARTICLE VI. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the Contract.

Liquidated Damages - Should the contractor fail to complete the work on or before the completion date specified the contractor will be charged liquidated damages in the amount of **\$100.00** per calendar day for each full calendar day that the work is not fully completed. Liquidated damages will not be charged for weekends and holidays.

ARTICLE VII. Before the final payment can be made to the Contractor on the project, the Contractor must complete and return the Affidavit Compliance with the Prevailing Wage Law form furnished at the end of the Special Conditions section.

ARTICLE VIII. Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor's Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions section.

ARTICLE IX. This Contract will not be binding and effective until confirmed by the Owner.

IN WITNESS-WHEREOF: The parties have executed this Contract as of the day and year first above written.

CITY OF ROLLA, MISSOURI

CONTRACTOR

BY _____
Mayor, Owner, Party of the First Part

BY _____

Printed Name

Printed Name/Title

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____ before me appeared _____ ,
to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City
of Rolla, Missouri, a municipal corporation, and the seal affixed to said instrument is the
corporate seal of said municipal corporation and that said instrument is the corporate seal of said
municipal corporation and that said instrument was signed under authority of the City Council of
of the City of Rolla, Missouri; and the said _____ Acknowledged
said instrument to be the free act and deed of said municipal corporation.

My commission expires: _____

Notary Public

STATE OF MISSOURI)
SS)
County of Phelps)

On this _____ day of _____ before me appeared _____ ,
to me personally known, who, being by me duly sworn, did say that (s)he is the _____
of _____
and that the seal affixed to said instrument is the corporate seal of said corporation by authority
of its board of directors; and the said _____ acknowledged said
instrument to be the free act and deed of said corporation.

My commission expires: _____

Notary Public

SPECIAL CONDITIONS

1.1 **INSURANCE**

Contractor shall provide and maintain during the life of the contract and until final acceptance of the work insurance acceptable to the City which will afford protection and coverage in accordance with the requirements set forth below.

1.2 **WORKERS' COMPENSATION INSURANCE**

Workers' Compensation Insurance for all employees at the site of the project, and in case any work is sublet, Contractor shall require any Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not covered under the Workers' Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide Employer's Liability Insurance. Contractor shall provide coverage under the "Occupational Disease Act" of the State of Missouri, in addition to the above requirements if the operations of the Contractor or any Subcontractor are applicable thereunder, Workers' Compensation Insurance shall comply in all respects with the requirements of the statutes of the State of Missouri.

1.3 **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

Public Liability and Property Damage Insurance in comprehensive general liability form as shall protect Contractor and any Subcontractor forming work covered by this contract from claims for damages for personal injury, including wrongful death, and claims for property damage which may arise from the operations under the contract, including all trucks and automobiles used, whether owned or not, and whether such operations be by the Contractor or any Subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following with the City to be named as Additional Named Insured.

- 1) **Public Liability Insurance:** The Contractor shall carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the City as additional named insured with endorsement coverage in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$1,000,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610 R.S.Mo.

- 2) Property Damage Insurance shall be in the combined single limit of not less than \$1,000,000.00, however, that insurance on all automobiles and trucks shall be for bodily injury in the prescribed limits of not less than \$1,000,000.00. Such policy or policies shall by proper endorsement cover any liability of Contractor under the indemnification provision, Paragraph 4.18 of the General Conditions.
- 3) Insurance Covering Special Hazards. The Public Liability and Property Damage Insurance Policy or policies of the Contractor shall provide coverage such as operation of material hoists, blasting or other use of explosives, and damage to underground property.

1.3.1 All insurance shall be procured through agencies and be written by insurance companies which are acceptable to and approved by Owner and shall be obtained and paid for by Contractor.

1.3.2 Within 14 days after award of the contract, Contractor shall furnish the City with certificates that the City is covered by the required insurance, showing type, amount, class of operations covered, effective dates and dates of expiration of policies. All certificates shall contain substantially the statement: "The insurance covered by this certificate will not be cancelled or altered except after thirty (30) days' written notice has been received by the City of Rolla, Missouri". In addition, the original City's protective policy will be forwarded to the City.

1.3.3 Upon receipt of any notice of cancellation or alteration, Contractor shall within five days procure other policies of insurance similar in all respects to the policy or policies about to be cancelled or altered; and if Contractor fails to provide, procure and deliver acceptable policies of insurance or satisfactory certificates or other evidence thereof, Owner may obtain such insurance at the cost and expense of Contractor without notice to Contractor.

1.3.4 The contractor shall provide Builders' Risk Insurance to a minimum of the coverage of the value of the work.

1.3.5 It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the City does not assume any liability for acts of Contractor, any Subcontractor, or their employees in the performance of the contract.

2.1 TIME FOR COMPLETION

The project must be completed by December 22nd, 2023.

3.1 LIQUIDATED DAMAGES

3.1.1 In the event that the Contractor fails in the performance of the work specified and required to be performed within the period of time specified in the Contract Documents, the Contractor shall pay the Owner, as and for liquidated damages, and not as a penalty the sum of \$100.00 (ONE HUNDRED DOLLARS) per calendar day that the Contractor shall be in default.

3.1.2 Liquidated Damages will be waived for any period of time covered by an extension of time.

3.1.3 The Owner shall have the right to deduct Liquidated Damages from any payments due or to become due the Contractor or to recover compensation for damages for non-performance as provided for under other provisions of the Contract Documents.

4.1 BLANK

5.1 NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Contractor agrees as follows:

5.1.1 Contractor will not discriminate against any employee or application for employment because of race, creed, color, national origin or sex or marital status. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin or sex or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

5.1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin or sex or marital status.

5.1.3 In the event of the Contractor's noncompliance with nondiscrimination clause of this contract, the Owner may cancel this contract in whole or in part.

6.1 PAYMENTS

6.1.1 Payments will be made to Contractor monthly from lawful funds available therefor on the basis of a duly certified estimate of all labor and materials done or delivered on the site of the construction and accepted by the City's representative during the preceding month, calculated in proportion to the Contract price.

6.1.2 Blank

6.1.3 To insure proper performance of the contract Owner will retain 0 percent (0%) of the amount of each estimate until final completion and acceptance of the work covered by the contract.

6.1.4 Each payment made to Contractor shall be on account of the total amount payable to Contractor by or for Owner, and all material and work covered by partial payment made shall thereupon become the sole property of Owner. No such payment shall be deemed to be in accord and satisfaction as to any item or items for which such payment is made, and this provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of the contract.

6.1.5 Ordinarily no allowance will be made in estimates for materials delivered on site of work and not incorporation in work; however, items considered by Owner to be major items of considerable magnitude, if suitably stored, will be allowed in estimates on the basis of actual materials cost plus delivery. Copies of material invoices must be provided.

6.1.6 Retained percentages herein provided are to be retained and held for the sole protection and benefit of owner, and no other person, firm or corporation shall have or assert any lien, claim or right whatsoever thereto, except as herein expressly provided.

6.1.7 The Contractor shall be responsible for supplying the City with weekly payroll sheets, Form No. 44-R1093.

6.1.8 All requests for payment shall be made to the City on forms approved by the Public Works Director.

6.1.9 The Contractor will be supplied with a tax exemption certificate for all materials purchased for the project.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.1

7.1.1 The City shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Bidding Documents or the in Contract Documents.

8.1 HOLD HARMLESS AGREEMENT

The following hold harmless agreement shall be executed and submitted within fourteen (14) days of award of bid.

9.1 PREVAILING WAGES

Contractor shall be responsible for compliance with Section 290.250 of the Revised Missouri Statutes pertaining to prevailing wages

10.1 CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

10.1.1 Before the final payment can be made on the project to the Contractor, the Contractor must complete and return the Contractor's Affidavit Regarding Settlement of Claims form furnished at the end of the Special Conditions Section.



October 12, 2023

To the City of Rolla,

Here at The Centre, we have been given the opportunity to expand our fitness floor. Our current fitness floor measures about 4,000 square feet. By expanding our strength equipment to one of the gym floors, we add an additional 7,000 square feet of usable fitness space for our members.

We anticipate that this expansion will allow us to bring new and exciting youth and adult programming, increase our cardio equipment offerings, replace some end-of-life equipment, and create a dedicated stretching area as well as a functional fitness area for members.

In addition, this expansion is one of the largest drivers of our current budget. To achieve the membership numbers and financial goals we have set in place for the next year, it is crucial that we have this fitness expansion finished by the end of this year to bring in as many potential members during the biggest fitness month of the year, January. We are asking for a first and final reading at the next council meeting to ensure that we can meet this deadline.

Thank you for your time and attention in this matter,

Marci Fairbanks

Centre Director

Power Wellness



PREPARED FOR:

ROLLA'S HEALTH & RECREATION COMPLEX

Proposed Fitness Equipment,
Flooring & Facility Layout

SEPTEMBER 2023

PREPARED BY:

MIKE MUNSON
DIRECT FITNESS SOLUTIONS
IL Account Manager

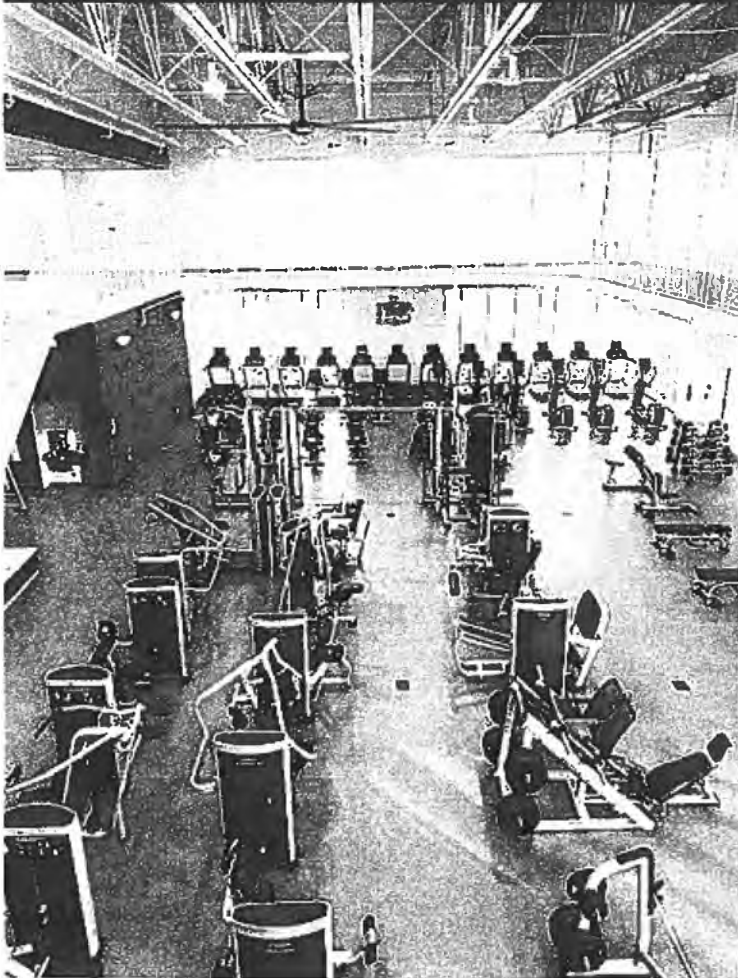
✉ MMunson@DirectFitnessSolutions.com

☎ (847) 691-3559

ABOUT US

SELLING FITNESS EQUIPMENT
AND FLOORING IS OUR BUSINESS.

OVER 25 YEARS OF
CUSTOMER
PARTNERSHIPS, THAT'S
WHAT KEEPS US IN
BUSINESS.



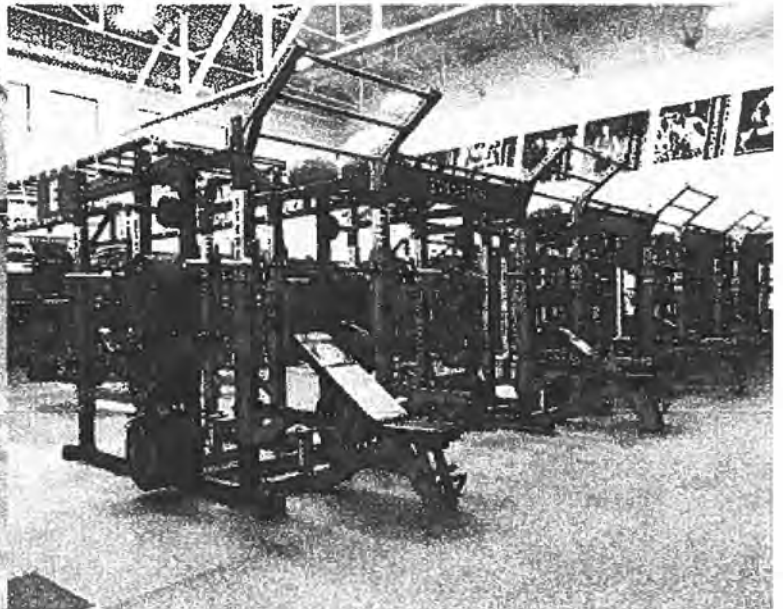
Direct Fitness Solutions is built on the foundation of customer service first. We partner with each customer to create a customized plan that includes:

- Premium Fitness Equipment & Flooring
- 3D Facility Design Services
- AV Programming
- Delivery & Installation
- Follow-up Maintenance & Support

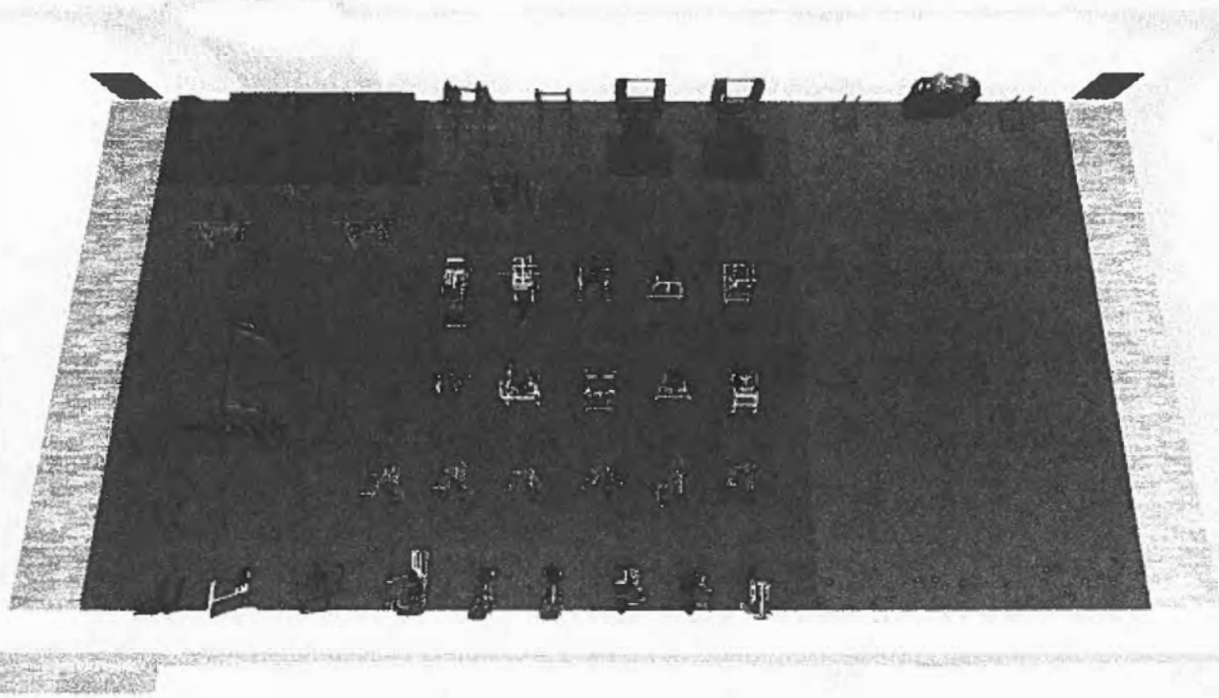
We are proud to offer all of our services in-house. Nothing is outsourced. This ensures reliable project management, from start to finish.

OUR DETAILED PROJECT MANAGEMENT
SETS US APART.

OUR PERSONALIZED
CUSTOMER SERVICE
PUTS US ABOVE.

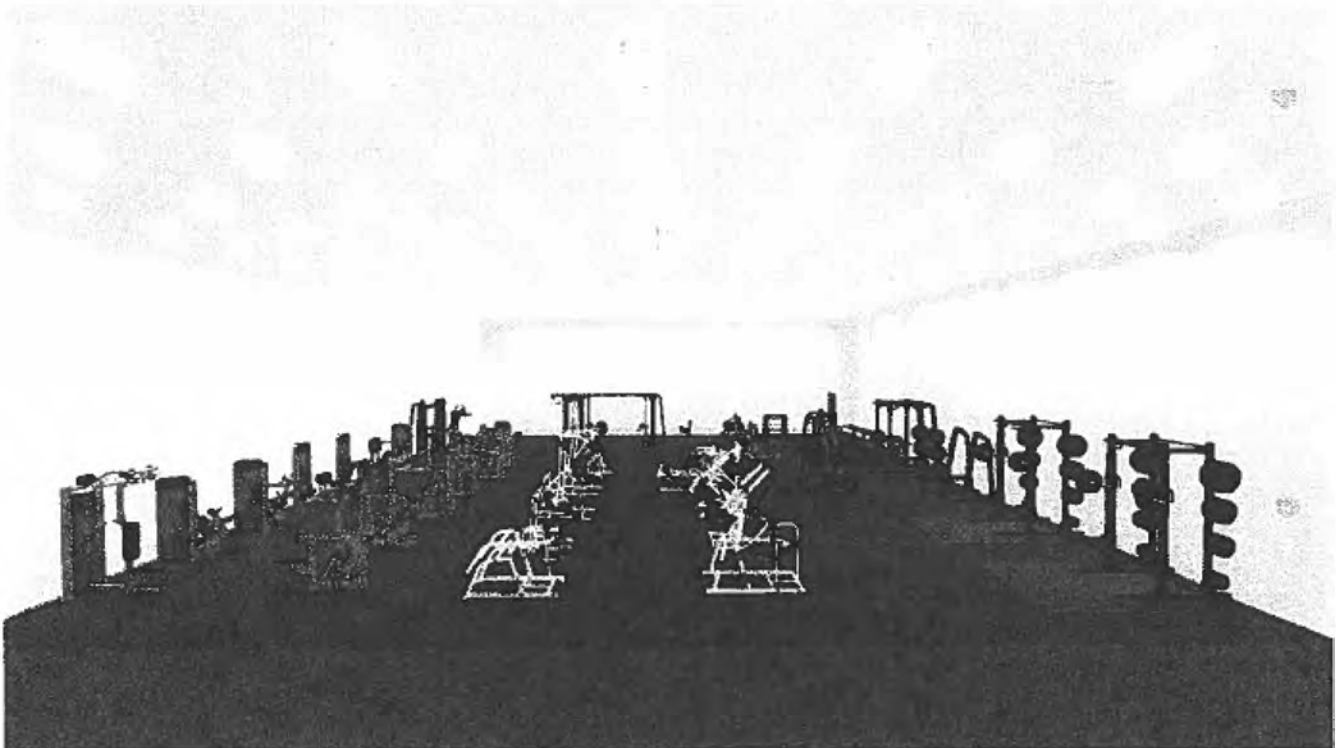
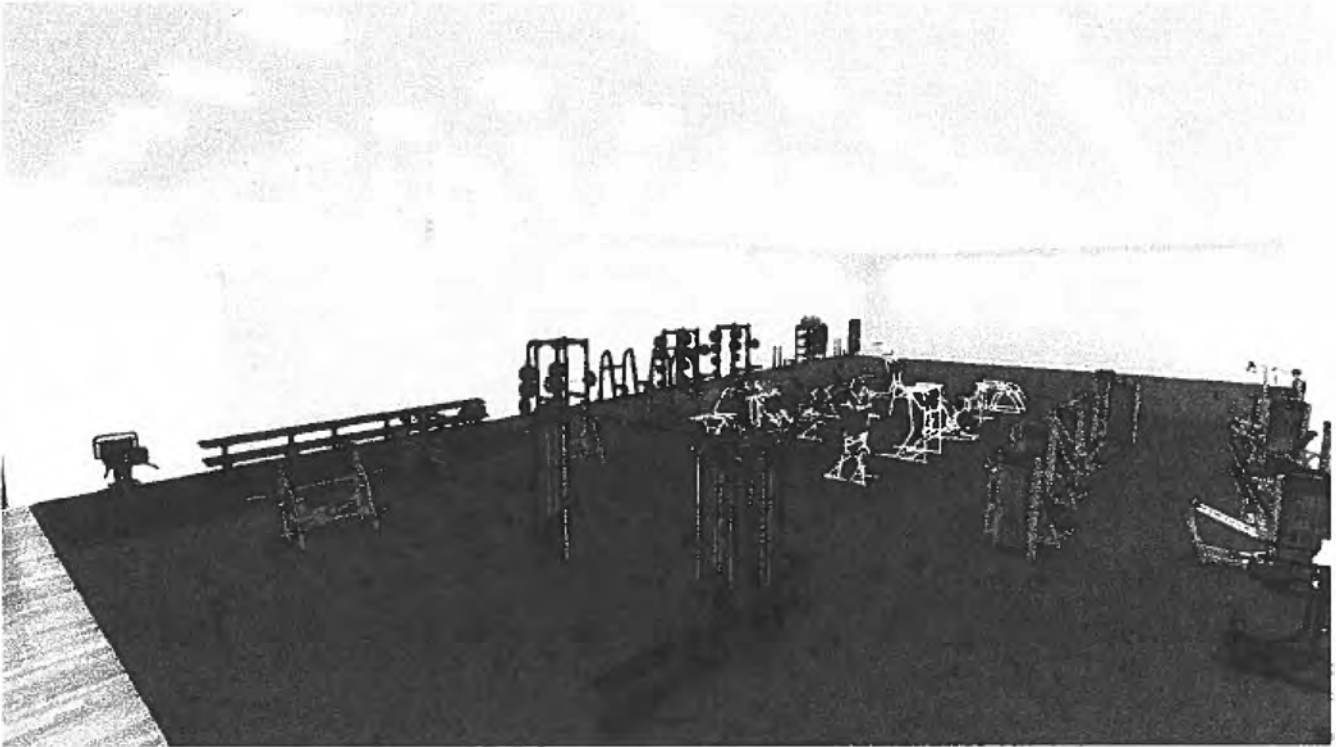


ROLLA'S HEALTH & RECREATION COMPLEX
FACILITY LAYOUT VIDEO



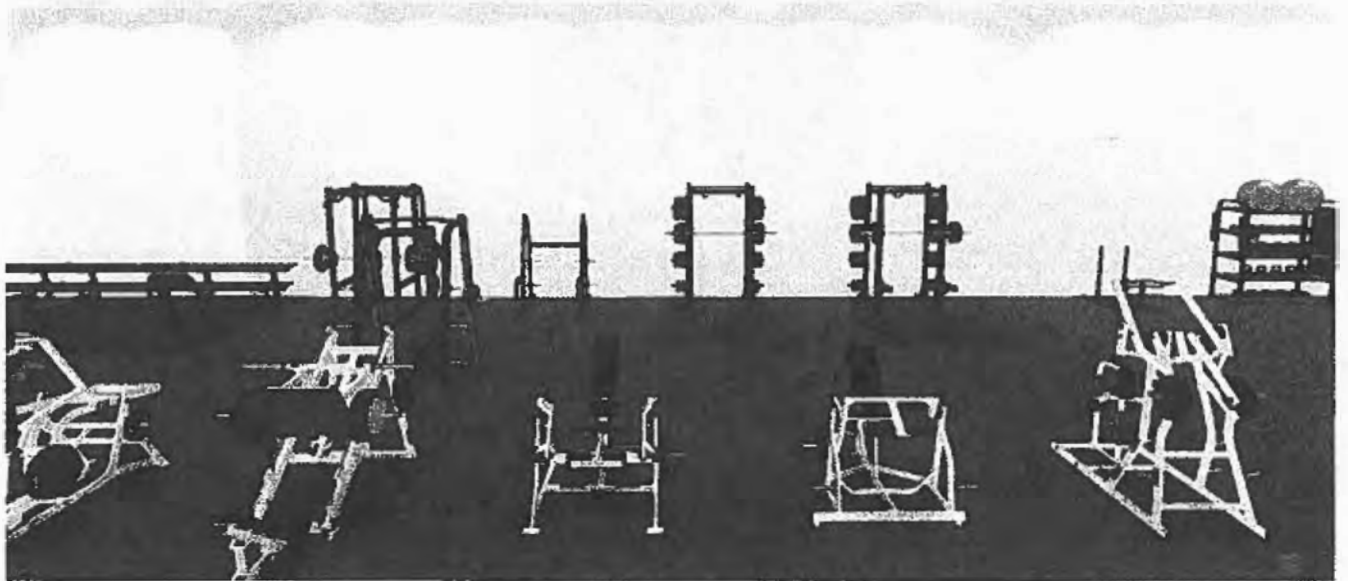
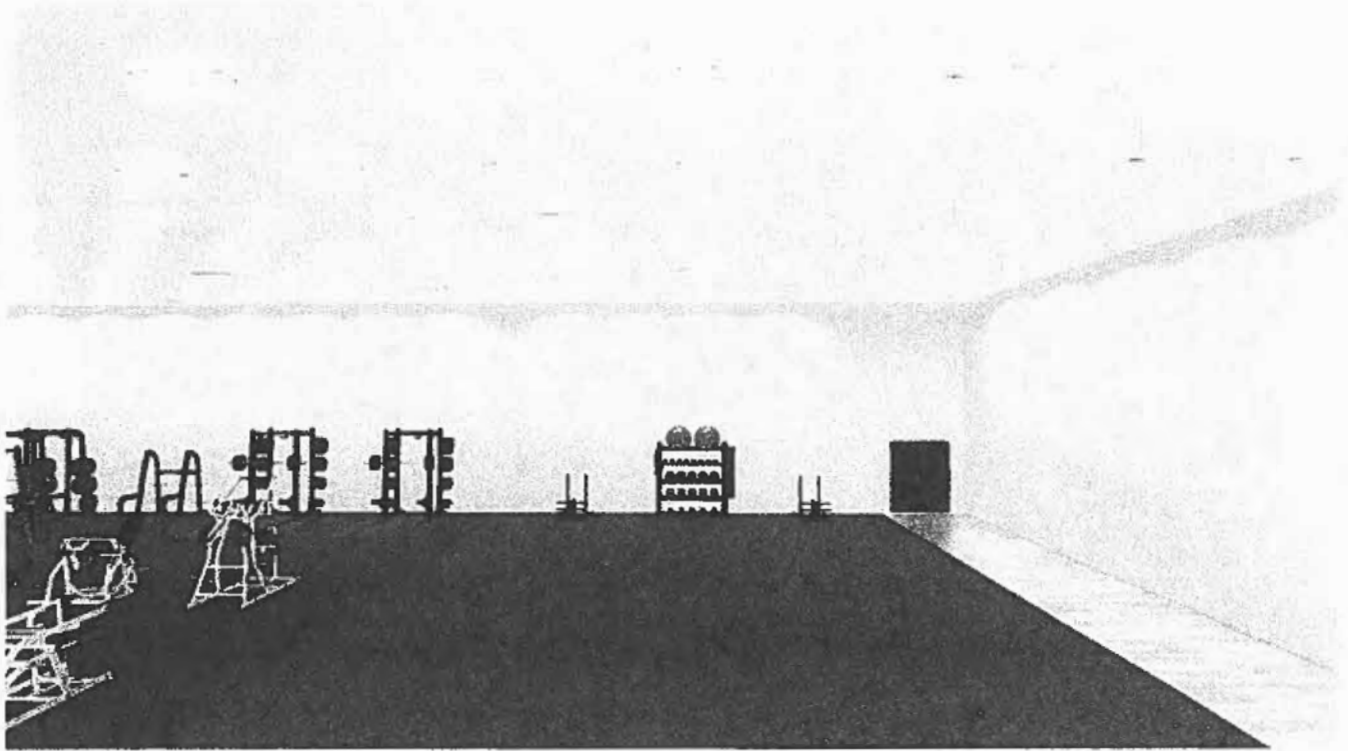
Rolla Health & Recreation Complex Facility Layout Video

ROLLA'S HEALTH & RECREATION COMPLEX
FACILITY LAYOUT IMAGES



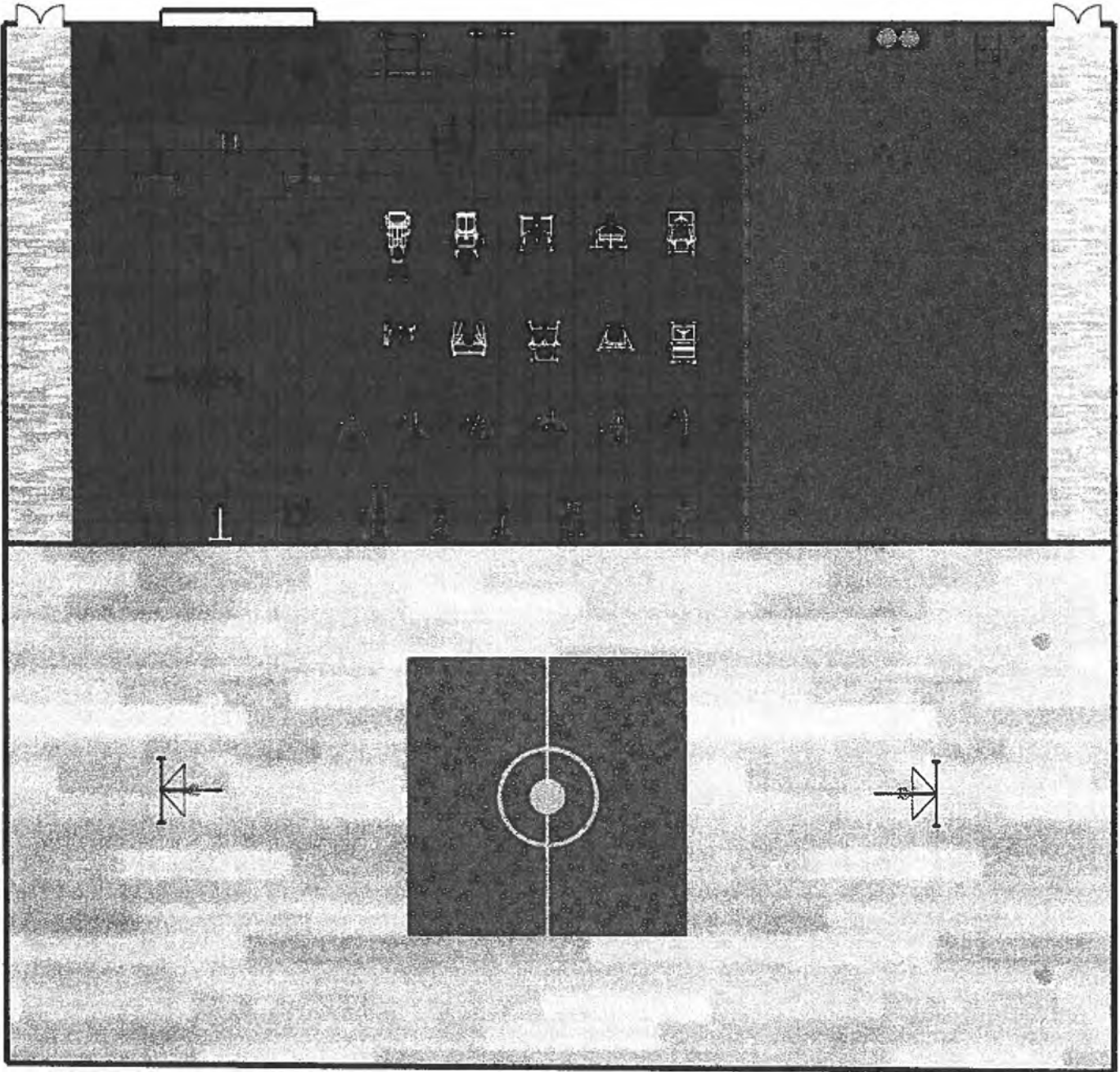
DISCLAIMER: This layout is intended for visual use of approximate equipment placement only. Direct Fitness Solutions makes no guarantees of this drawing for any particular use and/or is not liable for any damages related to the use of this drawing. All measurements, equipment placement and location of fixtures are the responsibility of the customer.

ROLLA'S HEALTH & RECREATION COMPLEX
FACILITY LAYOUT IMAGES



DISCLAIMER: This layout is intended for visual use of approximate equipment placement only. Direct Fitness Solutions makes no guarantees of this drawing for any particular use and/or is not liable for any damages related to the use of this drawing. All measurements, equipment placement and location of fixtures are the responsibility of the customer.

ROLLA'S HEALTH & RECREATION COMPLEX
FACILITY LAYOUT IMAGES



DISCLAIMER: This layout is intended for visual use of approximate equipment placement only. Direct Fitness Solutions makes no guarantees of this drawing for any particular use and/or is not liable for any damages related to the use of this drawing. All measurements, equipment placement and location of fixtures are the responsibility of the customer.

PROJECT TIMELINE

TIMELINE

- Flooring and Equipment will arrive 8-10 weeks after order has been placed
- Schedule Delivery/Install Date
- Arrive with 2 Crews (6 total workers) plus me on Delivery/Install Date
- 2 Day Install/Move

SITE PREP

- Gym needs to be cleared out
- Elevator needs to be up and Running
- Trades need to be marked
- Gym floor needs to be swept/cleaned

DELIVERY/INSTALLATION

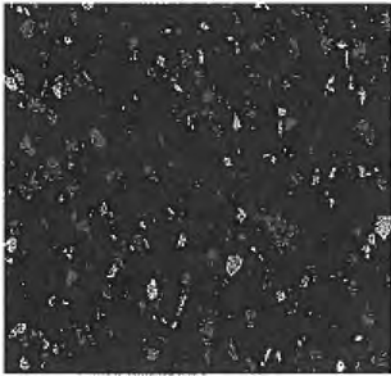
DAY 1 OF INSTALLATION

- DFS Crews arrive mid-day
- Bring in all of the flooring materials
- Installation of flooring
- Meet with Marci and Josh to discuss new fitness area layout as well as existing

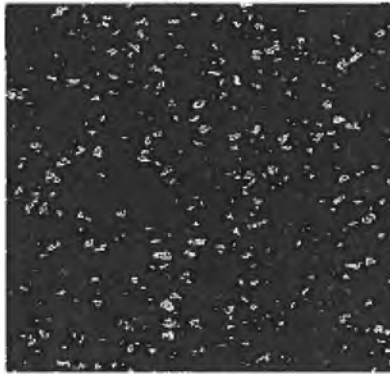
DAY 2 OF INSTALLATION

- Finish up flooring install
- Assemble new equipment
- Remove trades
- Move weight equipment to new fitness area
- Set up both the new fitness area and new layout for existing area

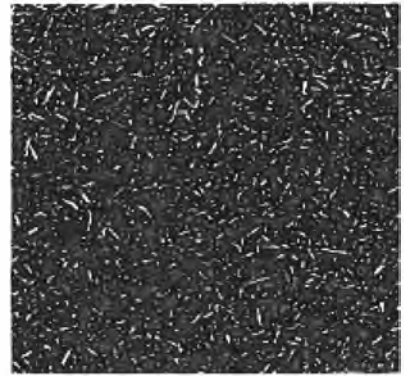
ROLLA'S HEALTH & RECREATION COMPLEX
FLOORING IMAGES & QUOTE



Ecore ES03 P12R
Raiders 2.5mm x
17mm Performance
Rally Roll



Ecore EL46 Grippea
Grey Performance
Ultra Tile



Ecore RageTurf Motivate
Green 17mm x 72" Rolls

V.C.20



600 Tower Road . Mundelein . IL 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00042576
Date: 10/4/2023
Expires: 11/3/2023

Customer Information

Sold To:

Power Wellness
851 Oak Creek Drive
Lombard, Illinois 60148

Billing Point of Contact:

Josh Carlson
Ph: (630) 785-5106
jcarlson@powerwellness.com

Ship To:

Rolla's Health and Recreation Complex
1200 Holloway Street
Rolla, Missouri 65401

Delivery Point of Contact:

Marci Fairbanks
Ph:(573) 341-2386
mfairbanks@rollacentre.org

Direct Fitness Sales Team:

Mike Munson- Regional Sales Manager
Ph: (847) 691-3559
Fax: (847) 278-4588
mmunson@directfitnesssolutions.com

Andrew Miller- Inside Sales
Ph: (847) 680-9300
Fax: (847) 278-4588
salesorders@directfitnesssolutions.com

FLOORING

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
5.00	ECORE EGRIP III-28	Ecore E Grip III Cartidge - 28 oz (TRD-000728)		\$ 23.07	\$ 23.07	\$ 115.35
53.00	ECORE TRD-000093	ECORE Reducer-Straight Turf Transition, Black 48" x4"W x 3/4" H (per/each)		\$ 55.95	\$ 50.00	\$ 2,650.00
4,960.00	ECORE ES503 P12R	ECORE ES03 P12R Raiders 2.5mm x 12mm Performance Rally Roll per/sqft	20 rolls of 4x62	\$ 9.27	\$ 4.50	\$ 22,320.00
476.00	ECORE EL46 UT	ECORE EL46 Grippen Grey Performance Ultra Tile per/sqft		\$ 9.55	\$ 6.75	\$ 3,213.00
120.00	ECORE Quad Block Connector UT	ECORE Performance Ultra Tile Quad Blok Connector 12mm x 5" x 5" (price per each)		\$ 2.94	\$ 2.94	\$ 352.80
2,232.00	ECORE RageTurf Green 17 ROLL	ECORE RageTurf Motivate Green 17mm x 72" wide rolls	6 Rolls of 6x62	\$ 10.64	\$ 6.60	\$ 14,731.20

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	NON-STOCK	Non-Stock	Performance Bond	\$ 0.00	\$ 1,914.00	\$ 1,914.00

FREIGHT

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	FREIGHT	Freight		\$ 0.00	\$ 2,850.00	\$ 2,850.00

INSTALL

V.C.21



600 Tower Road . Mundelein . IL 60060
Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00042576
Date: 10/4/2023
Expires: 11/3/2023

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	INSTALLATION	Product Installation		\$ 0.00	\$ 17,500.00	\$ 17,500.00

SubTotal	\$ 65,646.35
Estimated Tax	
Grand Total	\$ 65,646.35

Notes

V.C.22

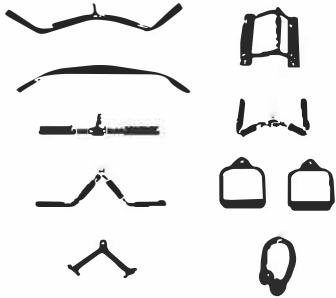
Product	Warranty Length (Years)
Rubber	
Basic Fit	5
Blade	5
Essentials	5
Rollout	5
Smash Mat	5
Impact Zones	5
Inlaid Rubber Logos	5
Integrity Motivate	5
Moxie Motivate	10
Moxie Beast	10
Performance	
Motivate	5
Rally	10*
Beast	10*
Beast Plus	10*
Monster	10*
Modzilla	10*
UltraTile	10*
dBTile	5*
ShockPad	
TurfShok	5
CourtShok	5
Monster ShockPad	5
Modzilla ShockPad (Mod15 & Mod32)	5
Turf	
FlexTurf Motivate	5
FlexTurf Monster	10
RageTurf Motivate	5
RageTurf Rally	5
RageTurf UltraTile	5
RageTurf dBTile	5*
FierceTurf Monster	10*
PaveSafe	
Pavers	5
PaverTile	5
Big E Tile	5
Play	
PlayGuard Tiles	10*

Product	Warranty Length (Years)
Vinyl	
Ebb & Flow Motivate	5
Bounce 2 Motivate Class I	10*
Heritage Motivate	10*
HydroGrip Motivate	5
Baller, Balanced, Restorative & Serenity Motivate Class I	10*
Baller Rally Class II	10*
Acoustical Underlayment	
QTscu	Lifetime
Perimeter Isolation Strip	Lifetime
Accessories	
Adhesives/Tapes	1
Interlocking Turf Transition	Same as product used
QuadBlok Connector	Same as product used
ADA Ramp	Same as product used
Standard Reducer 4.5", 2.25", 1"	Same as product used
Modzilla & PaveSafe Reducers, Beveled Edge Reducer, Border Edge	Same as product used
Straight Edge Transition	4
Sanitary Base	4
Printed Graphics & Logos	1
Cleaners, Sealers, & Disinfectants	1
Equipment & Exercise Mats	1

*Prorated Schedule	
5 Year	10 Year
Year 1-100%	Year 1 to 6-100%
Year 2-60%	Year 7-60%
Year 3-40%	Year 8-40%
Year 4-30%	Year 9-30%
Year 5-20%	Year 10-20%

These warranties apply to purchases on or after 8/1/2022. For purchases made prior to this date, please email salesupport@ecoreintl.com for warranty information. These warranties only apply to the original purchaser.

ROLLA'S HEALTH & RECREATION COMPLEX
EQUIPMENT IMAGES & QUOTE



TAG 10 Piece Attachment Kit



Precor 781 Treadmill



Precor 635 Elliptical



Peloton Commercial Bike



Nustep T6 Recumbent Stepper



Precor 635 Recumbent Bike



Concept 2 RowErg



TAG Platform w/insert



TAG Power Half Rack

ROLLA'S HEALTH & RECREATION COMPLEX
EQUIPMENT IMAGES & QUOTE



TAG 3 Tier Saddle
Dumbbell Rack



TAG 5 Shelf Storage Rack



TAG 8 Sided Premium
Ultrathane Dumbbell



Precor Preacher Curl
Bench

ROLLA'S HEALTH & RECREATION COMPLEX
EQUIPMENT IMAGES & QUOTE



Escape Steady Ball
Pro



600 Tower Road . Mundelein . IL 60060
 Tel: 847-680-9300 . Fax: 847-680-8906 . Service: 800-838-2819

SALES PROPOSAL

Quote: 00042573
 Date: 9/19/2023
 Expires: 10/19/2023

Customer Information

Sold To:

Power Wellness
 851 Oak Creek Drive
 Lombard, Illinois 60148

Billing Point of Contact:

Josh Carlson
 Ph: (630) 785-5106
 jcarlson@powerwellness.com

Ship To:

Rolla's Health and Recreation Complex
 1200 Holloway Street
 Rolla, Missouri 65401

Delivery Point of Contact:

Marci Fairbanks
 Ph:(573) 341-2386
 mfairbanks@rollacentre.org

Direct Fitness Sales Team:

Mike Munson- Regional Sales Manager
 Ph: (847) 691-3559
 Fax: (847) 278-4588
 mmunson@directfitnesssolutions.com

Andrew Miller- Inside Sales
 Ph: (847) 680-9300
 Fax: (847) 278-4588
 salesorders@directfitnesssolutions.com

ACCESS

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	TAG ATT-ACCKIT	TAG FITNESS 10 Piece Attachment Kit		\$ 492.00	\$ 351.00	\$ 351.00
2.00	TAG RCK-PWR/LMA	TAG Power Rack - Land Mine Attachment		\$ 104.00	\$ 95.00	\$ 190.00

AUDIO

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	PELTON Commercial Subscription 1	PELTON Commercial Subscription: 1 Year Subscription to Live and On Demand classes		\$ 528.00	\$ 528.00	\$ 528.00

CARDIO

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
3.00	PRE TRM 781.P82 (BG)	PRECOR TRM 781 Treadmill - P82 Console with Preva -15" Touchscreen/TV, USB/Audio (PHRCT781BG3611EN) - Black Pearl		\$ 12,250.00	\$ 8,375.00	\$ 25,125.00
3.00	PRE EFX 835.P31 (BG)	PRECOR EFX 835 Elliptical - Converging CrossRamp, moving arms; P31 Console w/ advanced LED display (PHRCE835BG306030EN) - Black Pearl		\$ 9,140.00	\$ 5,805.00	\$ 17,415.00
1.00	PELTON Commercial	PELTON Commercial Bike Package: includes 3 Year Warranty, 2lb weights,		\$ 2,999.00	\$ 2,999.00	\$ 2,999.00

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
	Bike	and mat				
1.00	PRE RBK 635.P31 (BG)	PRECOR RBK 635 Recumbent Cycle - P31 Console with advanced LED display (PHRCB635BG307030EN) - Black Pearl		\$ 3,310.00	\$ 2,195.00	\$ 2,195.00
1.00	NUSTEP T6 Pro	NuStep T6 Recumbent Cross Trainer		\$ 6,995.00	\$ 6,650.00	\$ 6,650.00
1.00	CON 2 2712-US	CONCEPT2 Standard RowErg, with PM5 monitor 14" seat height (black)		\$ 990.00	\$ 975.00	\$ 975.00

STRENGTH

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
2.00	TAG RCK-PLATFORM-3/4	TAG RCK Platform w/ Insert 3/4"		\$ 799.00	\$ 750.00	\$ 1,500.00
2.00	TAG RCK-PWR	TAG FITNESS Power Rack (1/2 Rack)		\$ 2,198.00	\$ 1,675.00	\$ 3,350.00
2.00	TAG RCK-CDR26	TAG FITNESS 3-Tier 15 Pair Saddle Rack		\$ 1,498.00	\$ 1,175.00	\$ 2,350.00
1.00	TAG RCK-RCK-SB1	TAG FITNESS 5 Shelf Storage Bay (rack only)		\$ 798.00	\$ 615.00	\$ 615.00
1.00	TAG U8DB-15	TAG 8 Sided Premium 15lb Ultrathane Dumbbell (pair)		\$ 125.40	\$ 89.50	\$ 89.50
1.00	TAG U8DB-7.5-27.5 set	TAG FITNESS Complete set 7.5-27.5 lbs 8-sided Ultrathane DB's		\$ 731.50	\$ 522.50	\$ 522.50
1.00	TAG U8DB-5-50 set	TAG FITNESS Complete set 5-50 lbs 8-sided Ultrathane DB's		\$ 2,299.00	\$ 1,950.00	\$ 1,950.00
1.00	TAG U8DB-55-100 set	TAG FITNESS Complete set 55-100 lbs 8-sided Ultrathane DBs		\$ 6,479.00	\$ 5,025.00	\$ 5,025.00
1.00	TAG U8DB-35	TAG 8 Sided Premium 35lb Ultrathane Dumbbell (pair)		\$ 292.60	\$ 209.00	\$ 209.00
1.00	TAG U8DB-30	TAG 8 Sided Premium 30lb Ultrathane Dumbbell (pair)		\$ 250.80	\$ 179.00	\$ 179.00
1.00	TAG U8DB-20	TAG 8 Sided Premium 20lb Ultrathane Dumbbell (pair)		\$ 167.20	\$ 119.50	\$ 119.50
1.00	TAG U8DB-25	TAG 8 Sided Premium 25lb Ultrathane Dumbbell (pair)		\$ 209.00	\$ 149.25	\$ 149.25
1.00	PRE PWDBR0202	PRECOR Preacher Curl Bench - Discovery Series (DBR0202) * GMS or BP		\$ 1,180.00	\$ 875.00	\$ 875.00

SALES PROPOSAL

Quote: 00042573
Date: 9/19/2023
Expires: 10/19/2023

TRADE IN

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	TRADE CARDIO	DFS Trade-In Cardio	3 Tread, 3 Ellipticals, 1 Rower, DB's and Rack	\$ 0.00	(\$ 2,500.00)	(\$ 2,500.00)

FREIGHT

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	FREIGHT	Freight		\$ 0.00	\$ 3,800.00	\$ 3,800.00

INSTALL

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	INSTALLATION	Product Installation		\$ 0.00	\$ 3,400.00	\$ 3,400.00

SubTotal	\$ 78,061.75
Estimated Tax	
Grand Total	\$ 78,061.75

Notes

Limited Standard Warranty Commercial & Home Fitness

Commercial Cardio Lines

800, 700 & 600 Series

Frame: 7 years

Motor: 5 years

Parts: 3 years
(2 years outside of United States & Canada)

Limited Parts: See Limited Warranty Statement

Console/Screen: 3 years

Labor: 1 year

Queenax®

The One, The Open Format & Wall Solution Series

Frame: 2 years

Mobile Parts: 1 year

Paint/Superficial Finishes: 1 year
(excludes mechanical damage to painted surfaces)

Labor: 1 year

Wear Items: 6 months

Commercial Strength Lines

Resolute™, Discovery™ & Vitality™ Series

Frame: 10 years

Parts: 5 years

Limited Parts: 6 Months

Surface Finish: 1 year

Labor: 1 year

Sony Advagym: 1 year**

Icarian® Series

Frame: 10 years

Parts: 5 years

Limited Parts: 6 months

Surface Finish: N/A

Labor: 1 year

Home Fitness

200 Series Line

Frame: Lifetime

Motor: 5 years

Parts: 5 years

Console: 3 years

Labor: 1 year

400 Series Line

Frame: Lifetime

Motor: 10 years

Parts: 10 years

Console: 3 years

Labor: 1 year

Items that receive additional warranty coverage through the extended warranty dependent on offering purchased.

* For all 600 Line cardio products, including Treadmills manufactured after July 16, 2021, the mechanical and electrical parts warranty in the U.S. and Canada is limited to three years, and limited to two years for all other countries.

** 1 year starts from the point of installation. Functionality requires an active, paid subscription to the Advagym service. For complete details, please see the full Commercial Strength Limited Warranty Statement.

Post-warranty support for discontinued products may be available for up to 7 years beyond the last date of manufacture, subject to product, part and/or component availability.

Always consult the Limited Warranty statement that ships with your product documentation for specific coverage terms and conditions of your warranty. Please contact your local Precor office or Precor Authorized Distributor for extended warranty details pertaining to your region.

FOR MORE INFO, CALL 888.556.2169 OR EMAIL SERVICES@PRECOR.COM

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PRECOR

REFERENCES

NORTHWEST COMMUNITY HOSPITAL

- Full Basketball Court Conversion
- 60+ Pieces of Cardio on the floor
- 16 pieces of selectorized strength

Contact: Lauren Checchin
Email: lchecchin@nch.org
Ph: (847) 618-3505



NILES FAMILY FITNESS CENTER

- Full fitness floor installation
- Full equipment replacement

Contact: Christian Kopp
Email: ckopp@nilesfitness.com
Ph: (847) 588-8400

GLENVIEW PARK DISTRICT

- Racquetball Court Conversion
- Turf
- Free Weights and HIIT Training

Contact: Lynne Brenner
Email: lynne.brenner@glenviewparks.org
Ph: (224) 521-2598



MIKE MUNSON
DIRECT FITNESS SOLUTIONS
IL Account Manager

 MMunson@DirectFitnessSolutions.com

 (847) 691-3559

DirectFitnessSolutions.com



REQUEST FOR PROPOSALS
For
Centre Floor Covering & Fitness Equipment
IN ROLLA, MISSOURI

INTRODUCTION AND PURPOSE

Proposals shall be submitted in a sealed envelope and clearly marked “**Centre Floor Covering & Fitness Equipment.**” Proposals will be accepted until **11:00 a.m., Wednesday, October 11th,** in the office of the City Clerk, 3rd Floor, 901 North Elm Street, Rolla, Missouri, at which time they will be opened. The project will consist of converting an existing basketball court to a fitness area with a floor covering and new/relocated equipment. An itemized breakout of scope of work can be found in these specifications.

Contractor shall be responsible for all necessary city and state rules and regulations. The required documentation for such, along with the contract agreement, to be provided once the successful proposal has been determined. The proposal will not be finalized until all such documents are agreed upon, proof of insurance and required performance and payment bonds and monies received, and those required documents prior to the beginning of the process are completed.

The City reserves the right to reject any and all proposals.

Contractors are advised that the City of Rolla shall consider prior substandard goods or prior substandard service delivery or excessive distance to the City as a criterion for rejection.

All proposals shall meet or exceed specifications.

Responses are considered valid for ninety (90) days after response(s) are opened. Contractors submitting responses may not withdraw, cancel or modify their response for a period of ninety (90) days after response(s) are opened.

Responses must be signed by an authorized person representing the legal entity of the firm submitting the response.

The inability to meet any specified requirements(s) must be stated in writing and attached to the response form or written on the response form.

Submission of a Proposal signifies that the Bidder will sign the contract presented by the city (if awarded) without alteration. Refusal to sign or exceptions taken to the contract will give the City of Rolla the right to reject the bid.

Successful contractor, upon being notified of selection, will be required to have the appropriate City of Rolla business license.

All questions regarding plans or specifications must be directed to the Centre Director, Marci Fairbanks, no later than 72 hours prior to time for receipt for proposals.

By submitting a proposal, the contractor has confirmed that an investigation of the site of the work has been performed and that the contractor otherwise has satisfied himself as to the nature and location of the work and has fully informed himself as to all conditions and matters that can in any way affect the work or the cost thereof.

The contractor further understands and agrees that if this Proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work and to furnish all of the materials specified in the contract, except such materials and/or work to be furnished by the City, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

LICENSURE AND/OR CERTIFICATES: If applicable, the successful Contractor awarded the bid shall provide to the city his license and/or Certificates.

PERFORMANCE AND PAYMENT BOND: The Successful Bidder will be required to furnish a performance bond for the full amount of this Contract. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond shall be solely for the protection of the city. The successful bidder shall also provide a bond covering the payment of all obligations arising thereunder the contract.

FAIR EMPLOYMENT PRACTICES: The successful bidder shall participate and comply with all applicable affirmative action, equal opportunity employment, nondiscrimination and local hiring preferences established by the City of Rolla. The City of Rolla is An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

INTERPRETATION OF ACCEPTABLE WORK: The specifications, response and contract documents are to be interpreted as meaning those acceptable to the City of Rolla. Any substantive changes or interpretations will be issued by the City in writing as an addendum.

10. TAX EXEMPTIONS: The City of Rolla is exempt from Federal Excise taxes and Missouri Sales and Use taxes. Firms shall avail themselves of these exemptions.

11. RETAINAGE: The City of Rolla shall retain five percent (5%) of the total bid amount until all required documents are submitted to the City of Rolla.

12. WARRANTY OF WORK: The successful bidder shall provide their best possible warranty(ties) for all work, material installations conducted under the Scope of Work and this contract.

13. COMMENCEMENT OF WORK: No work shall commence under the contract without the issuance of a Notice to Proceed or Award and a Purchase Order from the City of Rolla

Administration. The successful Contractor shall not exceed the total contract price without advance written approval from the City of Rolla Administration. The successful contractor will be required to provide a minimum of 2 weeks notice of any closures to any part of the Centre.

14. **PREVAILING WAGES:** Contractor shall be responsible for compliance with Section 290.250 of the Revised Missouri Statutes pertaining to prevailing wages. The current prevailing wage rates are attached to this proposal.

15. **DISPOSAL OF EQUIPMENT AND MATERIALS:** All materials and equipment replaced under this contract shall be disposed of by the contractor at his/her sole expense unless otherwise specified or approved of by the Centre Director. The Contractor shall submit any and all copies of any Hazardous Materials manifest for disposal indicating volume for disposal, date, location for disposal and signed off by the vendor used for disposal.

16. **INSURANCE:** The firm awarded this contract must provide a current Certificate of Insurance to the City Administrator PRIOR to commencement of work, with the following requirements: 1) General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor/insured will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor/insured's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable.

A. **Certificates of insurance:** The contractor/insured will give the City of Rolla a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, nonrenewed, or materially changed by endorsement or through issuance of other policy(ices) of insurance without sixty (60) days advance written notice to the City of Rolla's, City Administrator. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the contractor/insured's obligation to maintain such insurance.

B. **Insurer Qualifications:** All Insurance will be provided through companies authorized to do business in the State of Missouri and considered acceptable by the City.

C. **Additional Insured:** The policy or policies providing insurance as required, with the exception of professional liability and worker's compensation, Contractor shall add the City of Rolla on all insurance policies. Contractor shall provide the City of Rolla with a certificate of insurance. Contractor insurance shall be primary and non-contributory.

D. **Retroactive Date and Extended Reporting Period:** Any coverage written on a claims made basis requires an extended reporting period of at least 36 months upon final payment or date of project completion, whichever occurs later.

E. Subcontractors' Insurance: The contractor will require and cause each subcontractor hired and/or employed by the contractor to purchase and maintain insurance of the types specified below. When requested by the City, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor. Any coverage written on a claims made basis requires an extended reporting period of at least 36 months upon final payment or date of project completion, whichever occurs later.

F. Waiver of Subrogation: The contractor shall waive subrogation and all rights of recovery against the City of Rolla. Contractor will require all insurance policies related to the work and secured and maintained by the contractor to include clauses waiving subrogation in the certificate of insurance. The contractor/insured will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

G. Indemnification and Hold Harmless: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City of Rolla, and their boards, employees and agents from and against all claims, damages, losses, judgments and expenses, including but not limited to attorney fees of counsel selected by the City, that arise from or may arise from the performance of the work, the supplying of materials and/or the breach of this Agreement provided that such claim, loss, damage, judgment and/or loss expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, subcontractors, anyone directly or indirectly employed by them or anyone for this RFP whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

2) Insurance Limits and Coverage:

A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms and conditions and coverages of the national Insurance Services Office (ISO) policies, forms, and endorsements.

B. If the contractor/insured has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the contractor/insured's sole responsibility.

C. Commercial General Liability: The contractor/insured will maintain commercial general liability insurance covering all operations by or on behalf of the contractor/insured on an occurrence basis against all claims for personal injury (including bodily injury or death) and property damage (including loss of use). Such insurance will have these minimum limits: • \$ 1,000,000 each occurrence. • \$ 1,000,000 each occurrence if blasting is required. • \$ 2,000,000 general aggregate with dedicated limits per project site. • \$ 2,000,000 products and completed operations aggregate. • \$ 1,000,000 personal and advertising injury.

D. Automobile Liability: The contractor/insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and nonowned autos.

E. Workers' Compensation: The contractor/insured will maintain workers' compensation and employer's liability insurance in the following minimum limits: • Workers' Compensation: statutory limits. • Employer's Liability: \$1,000,000 bodily injury for each accident. • Employer's Liability: \$1,000,000 bodily injury by disease each employee. • Employer's Liability: \$1,000,000 bodily injury disease aggregate.

F. Professional Liability: \$1,000,000.

11.1.1 The Contractor shall provide Builders' Risk Insurance to a minimum of the coverage or the value of the work.

G. Governing Law: This agreement shall be governed by the laws of the State of Missouri.

H. These are minimum insurance limit requirements only. Additional insurance coverages and amounts may be required by the City of Rolla on a per project basis.

REQUESTED INFORMATION

Proposals should include:

- A description of your company's qualifications and relevant, current experience;
- A minimum of three references of other clients you have worked with in designing and installing fitness areas.
- An itemized list of all expenses, including all labor, materials, installation, forms and equipment necessary for constructing all improvements as shown on the plans and specifications.
- The expense list should include all city, state and federal sales, excise and similar taxes which may be lawfully assessed and all bonds, permits, governmental fees and licenses in connection with his performance of work and purchase of materials to be incorporated in the work.
- Proposals must specify projected lifetime of materials, and the warranty period of the materials along with the care and maintenance of the materials.

PROJECT DESCRIPTION

The project will occupy space currently used as a basketball court. The court shall have a covering installed to protect it from damage from fitness equipment. The successful bidder will also relocate existing equipment to the new area and provide/install new equipment. A list of relocated and new equipment is provided in this RFP

PROJECT SPECS

The proposal to include the following:

- > Proposed layout relocated and new equipment
- > Proposed floor covering with specifications and warrantee information
- > Proposed equipment with specifications and warrantee information
- > Estimated timeline for complete installation

TIMETABLE FOR COMPLETION: No later than December 22nd, 2023

EVALUATION CRITERIA

The criteria used to select the preferred vendor are at the sole discretion of the City of Rolla. Proposals will be evaluated using the criteria listed below and the minimum qualifications listed in the Overview Section of this RFP.

Responses will be evaluated based on the best fit of the contractor with the needs of The City.

Quality of Response - The completeness and overall quality of the proposal, including submission of appropriate and reasonable responses to all RFP requirements. Please enumerate your company's quality advantages.

Contractor Experience - — The proven ability of the contractor to deliver, install a quality fitness area.

Contractor Estimated Fees - The reasonableness and value of the fees for services rendered and how the fees are determined.

TIMETABLE AND NOTIFICATION

- RFP and initial contacts: September 27th, 2023
- Proposals due: October 11th, 2023
- Recommendation of finalist to City Council: Monday, Oct. 16th, 2023

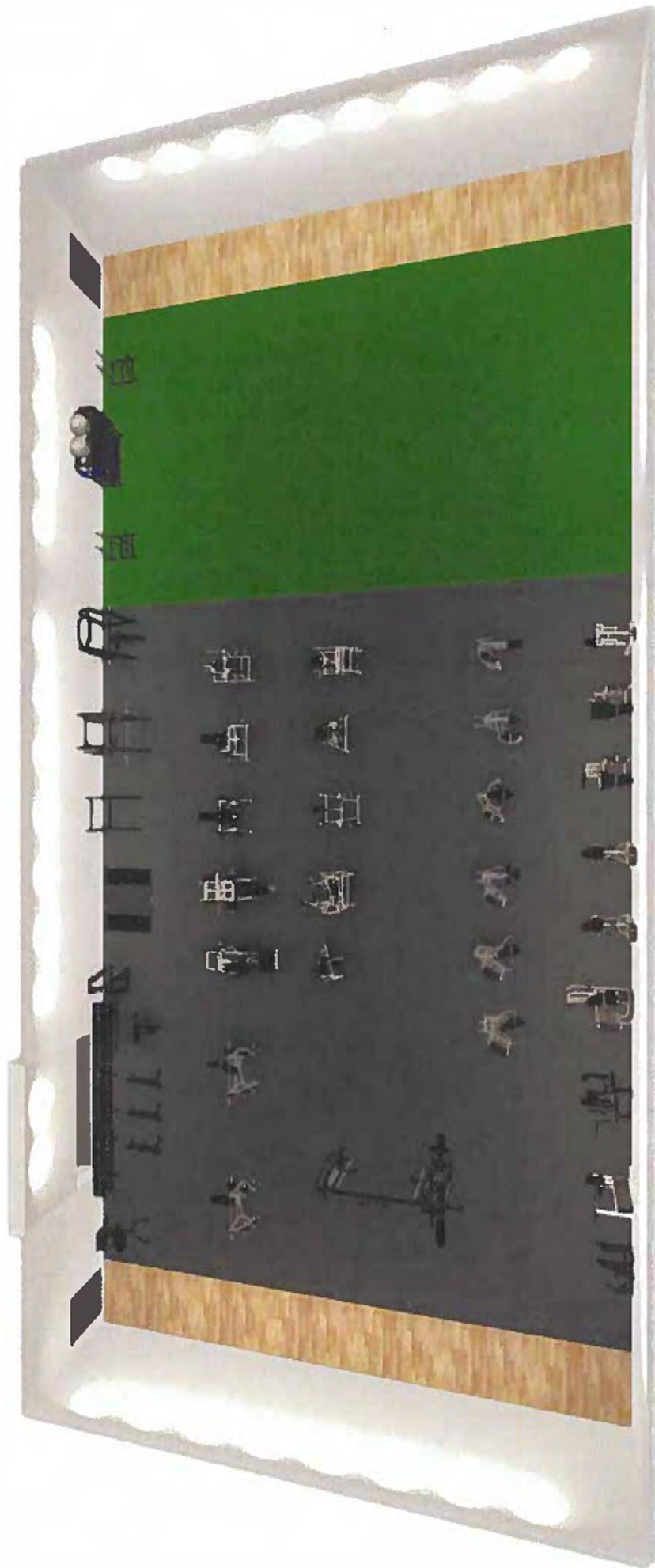
Proposals must be received at Rolla City Hall by date noted in first paragraph. The City may extend the submittal period without re-advertising. If The City elects to extend the deadline, all recipients of the RFP who have indicated an interest will be notified in writing of this decision. Submit proposals to Lori Powell, City Clerk, Rolla City Hall, and PO Box 979, Rolla, Mo., 65402.

Negotiations

Upon the City's selection, City and Contractor will engage in further discussions to detail the scope and negotiate the contract amount. If an agreement can't be negotiated within 14 days of notification to the designated respondent, the City may terminate negotiations and negotiate an agreement with another respondent. The City reserves the right to reject any or all proposals. The City reserves the right to request additional information from any or all proposers. Negotiations by the City will not be deemed a counter offer or a rejection of any original proposal.

Late Proposals

Late proposals will not be considered.



Relocated Equipment list

Life Fitness Selectorize equipment (White) (Relocate)

Shoulder press
leg extension
seated leg press
leg curl
hip adductor
hip abductor
chest press
pec fly/rear deltoid
arm curl
arm extension
seated row
lat pulldown
chin/dip assist

Hammer Strength plate loaded (Relocate)

	Quantity
Iso lateral raise	1
Iso lateral hamstring curl	1
Seated Dip	1
Seated Bicep Curl	1
Iso lateral Bench press	1
Leg Extension	1
Iso lateral row	1
Iso lateral front Lat Pulldown	1
V Squat	1
Smith Machine	1
Squat Rack (half rack)	1
Squat Rack (full rack)	1
Flat bench	2
Adjustable bench	2
Utility bench	1
Precor angled leg press	1
life fitness cable crossover	1
Lat pulldown	1
cable crossover seated row	1

hammer strength olympic bench	1
matrix olympic bench	1
matrix incline bench	1
Cybex Preacher curl	1
Cybex Dumbbell Racks	3
Cybex Barbell tree	1
Cybex plate tree	1
rogue deadlift platform	1
rogue deadlift bar jack	1
rogue abram GHD 2.0	1
precore adjustable decline bench	1
life fitness back extension	1
valor fitness barbell holder	1
rogue deadlift bar	1
rogue ohio bar	6
trap bar	2
ez curl bar	2
rogue multi grip bar	1
Cable attachment accessories	
(Relocate)	
"MAG" bar (close,medium, and wide grip	3
V bar	2
D bar	1
lat pulldown bar	2
long ropes	2
short ropes	2
single d handles	10
strait bar	1
offset bar	1
revolving low pulley handle	2
cable attachment storage unit	1

List of New Equipment

<i>Item Number</i>	<i>Unit</i>	<i>Provide</i>
<i>TAG ATT-ACCKIT</i>	<i>EACH</i>	<i>1.00</i>
<i>TF 10pc Attachment Kit</i>		
<i>DFS-PELTON</i>	<i>EACH</i>	<i>1.00</i>
<i>Commercial Bike Package</i>		
<i>PRETRM781.P82</i>	<i>EACH</i>	<i>3.00</i>
<i>Precor Treadmill w/15" TScrn</i>		
<i>PREEFX835.P31</i>	<i>EACH</i>	<i>3.00</i>
<i>Elliptical w/Moving Arms P31</i>		
<i>DFS-PELTON</i>	<i>EACH</i>	<i>1.00</i>
<i>Commercial Bike Package</i>		
<i>NUSTEP</i>	<i>EACH</i>	<i>1.00</i>
<i>T5XR-Recumbent Cross Trainer</i>		
<i>PRERBK635.P31</i>	<i>EACH</i>	<i>1.00</i>
<i>Recumbent Cycle P31</i>		
<i>DFSCON2712-US</i>	<i>EACH</i>	<i>1.00</i>
<i>Concept 2 Model D Rower</i>		
<i>PREPWDPL0305</i>	<i>EACH</i>	<i>1.00</i>
<i>Discovery PL Pull Down</i>		
<i>NAUTILUS</i>	<i>EACH</i>	<i>1.00</i>
<i>9NP-L1131-13BZS Glute Drive</i>		
<i>PREPWIS320</i>	<i>EACH</i>	<i>1.00</i>
<i>Precor Icarian Dip Chin Assist</i>		
<i>TAG RCK</i>	<i>EACH</i>	<i>1.00</i>
<i>5 Shelf Storage Bay Rack Only</i>		
<i>TAG RCK</i>	<i>EACH</i>	<i>2.00</i>
<i>3 Tier-15 Pair Saddle Rack</i>		
<i>TAGU8DB-15</i>	<i>EACH</i>	<i>1.00</i>
<i>Tag 8 sided 15lb. DB Pair</i>		
<i>TAGU8DB-20</i>	<i>EACH</i>	<i>1.00</i>
<i>Tag 8 sided 25lb. DB Pair</i>		
<i>TAGU8DB-25</i>	<i>EACH</i>	<i>1.00</i>
<i>Tag 8 sided 30lb. DB Pair</i>		
<i>TAGU8DB-30</i>	<i>EACH</i>	<i>1.00</i>
<i>Tag 8 sided 30lb. DB Pair</i>		
<i>TAGU8DB-35</i>	<i>EACH</i>	<i>1.00</i>
<i>Tag 8 sided 35lb. DB Pair</i>		
<i>TAGU8DB-55-100</i>	<i>EACH</i>	<i>1.00</i>
<i>Tag 8 sided 55lb.-100 DB Set</i>		
<i>TAG U8DB-</i>	<i>EACH</i>	<i>1.00</i>
<i>7.5-27.5lbs 8 Sided Set</i>		

<i>Item Number</i>	<i>Unit</i>	<i>Provide</i>
<i>TAG U8DB- 5-50lbs 8 Sided Ultrathane Set</i>	<i>EACH</i>	<i>1.00</i>
<i>PREPWDRB0202 Preacher Curl Bench</i>	<i>EACH</i>	<i>1.00</i>
<i>DFSTRADEIN Amount for 3 Treadmills, 3 Elliticals, 1 Rower, DB's and Rack</i>	<i>EACH</i>	<i>1.00</i>