

Introduced by: City Manager Nathan Mai-Lombardo  
of the City of Berkeley, MO

**A RESOLUTION OF THE CITY OF BERKELEY AUTHORIZING THE ADOPTION AND ALLOCATION OF FUNDS FOR AN OUTDOOR FITNESS COURT® AS PART OF THE 2023 NATIONAL FITNESS CAMPAIGN**

**WHEREAS,** the City of Berkeley has submitted a Grant Application to National Fitness Campaign (NFC) for participation in their 2023 initiative to install and activate outdoor Fitness Courts® in 200 cities and schools across the country.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BERKELEY, MISSOURI AS FOLLOWS:**

- SECTION 1.** The City of Berkeley, Missouri, will accept a \$30,000 National Grant from NFC Grant Committee and Statewide Partners, and provide a local match in the amount of \$160,000 to promote and implement a free-to-the-public outdoor Fitness Court®.
- SECTION 2.** The City of Berkeley, Missouri, will secure supplemental funding as needed through community sponsors, which will be made available and committed to this program for the purchase of the Outdoor Fitness Court®.
- SECTION 3.** The City of Berkeley, Missouri, will commit to construction and launch of the Outdoor Fitness Court® by the end of the 2023 calendar year.
- SECTION 4.** The Berkeley City Council believes the Outdoor Fitness Court® is an important wellness ecosystem that supports healthier communities, commits to funding/fundraising to participate in NFC's 2023 Campaign, and will earn local and national recognition as a leader in providing affordable health and wellness.
- SECTION 5.** City of Berkeley City Council will collaborate with NFC to implement the Outdoor Fitness Court® and make fitness free to the community residents and visitors.
- SECTION 6.** This Resolution shall be in full force and effect from and after the date of its passage.

PASSED this day of 2023

\_\_\_\_\_  
Mayor Babatunde Deinbo

ATTEST:

\_\_\_\_\_  
Deanna Jones, City Clerk

\_\_\_\_\_  
Approved as to Form:  
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___



# The Fitness Court

## The World's Best Outdoor Gym





## Congratulations!

Berkeley, MO has been selected as a **2023 NFC Grant Recipient!**

Dear Nathan,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Berkeley, MO has been selected as a grant eligible partner in the 2023 Healthy Cities Campaign in Missouri! This notification letter confirms eligibility for one 2023 NFC Grant of \$30,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption or Letter of Support, endorsed by your local governing body or appropriate council, and a countersigned copy of the attached formal GPR document within 60 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager Gloria Cox as your dedicated partner and champion in support of this partnership. Over the coming months, Gloria will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2023 NFC Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

**Here is a sneak peak at what's ahead:**

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2023 NFC Campaign, and we look forward to making world-class fitness free in Berkeley!

Best in Fitness,

Mitch Menaged, Founder  
National Fitness Campaign



# QUOTE

## National Fitness Campaign LP

For all questions regarding this quote, contact: [info@nfchq.com](mailto:info@nfchq.com)

Created Date 3/29/2023  
Expiration Date 5/17/2023  
Quote Number 00000615  
Bill To Name Berkeley, MO  
Bill To 8425 Airport Road  
Berkeley, MO 63134  
US

Description	Quantity	Total Price
2023 - Fitness Court® and National Campaign Resources	1.00	\$155,000.00
2023 - Fitness Court® Studio Add-On	1.00	\$35,000.00
NFC National Grant Funding Award	1.00	(\$30,000.00)

Tax % 0.0000%  
Grand Total \$160,000.00

## Terms

### 1. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon receipt of delivery. Purchaser is responsible for payment of shipping costs, including packing, insurance, and freight. These payment terms will apply unless both parties have agreed to other approved payment terms.

### 2. TAX EXEMPTION

This quoted total is based upon Purchaser's tax-exempt status, for which verifying documentation must be provided to the Seller. If the Purchaser is not tax-exempt, sales tax will be applied before Purchase Price is considered final or binding.

### 3. STANDARD WARRANTY AND TERMS

NFC standard warranty and terms apply. See [nationalfitnesscampaign.com/warranty](http://nationalfitnesscampaign.com/warranty) for details.

### 4. PURCHASER OBLIGATIONS / TERMS AND CONDITIONS

Purchaser acknowledges upon receipt of the Fitness Court that they are responsible for the following items concerning the purchase of the Fitness Court which includes Design, Activation, and Campaign Resources:

- Purchaser is responsible for providing storage of the Fitness Court with insured protection, including liability, theft, or damage.
- A safe and environmentally controlled storage environment is required to store the tile adhesive. Store tile adhesive at temperatures between 50°F (10°C) and 100°F (38°C).
- NFC is not responsible for damage after receipt of goods by the Purchaser.
- Purchaser is responsible for (under a separate agreement) providing installation of the concrete slab footing, applicable ADA Access, Pour In Place or Tile Flooring installation, and Fitness Court installation per the NFC Installation Manual, adhesive manufacturers recommendations, and local safety, permitting, building, and planning code requirements.
- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall not allow any use of Fitness Court until all Graphics are installed.
- Purchaser understands that the use of exercise equipment incurs risks that are voluntarily entered into. Terms of Use of the Fitness Court by the public located at the purchaser's site shall be governed by the Purchaser in addition to the NFC minimum guidelines.
- Purchaser must maintain graphics and posted safety rules and regulations.
- Purchaser shall be responsible for site selection and all inherent risks associated with the choice of site selection, including risk to the general public.
- If the Purchaser is not the legal Land Owner, then they are required to ensure that the Land Owner is aware of and willing to abide by all Obligations / Terms and Conditions. Otherwise, they shall be responsible for these obligations, including Terms of Use. The same obligations and liabilities shall exist if the Fitness Court, which includes Design, Activation, and Campaign Resources, is sold, acquired, assumed, transferred, or gifted to another party. The new party must be aware of and willing to abide by all Obligations / Terms and Conditions herein or they will retain responsibility.

### 5. PURCHASER ACKNOWLEDGMENTS

Purchaser acknowledges and accepts upon receipt of Fitness Court all terms and conditions as described above, including Payment Terms, Terms of Tax Exempt Status, NFC Standard Warranty & Terms, Warranty Disclaimers, and Purchaser Obligations.