

AN ORDINANCE OF THE CITY OF PARK HILLS, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR, MAYOR OR DESIGNATED AGENTS TO ENTER A CONTRACT FOR PICKLEBALL COURT REPAIR AND RELATED SERVICES

WHEREAS, the City of Park Hills, Missouri advertised and received bids for Pickleball Court repair and related services at the Haney Park, courts, Park Hills, Missouri.

WHEREAS, the lowest and best bid for said services was Courts In Session Inc. as shown on "EXHIBIT A."

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

**Section 1. Services.** The Park Hills City Council hereby authorizes the City Administrator, the Mayor or their designated agents to retain Courts In Session Inc. for Pickleball Court repair and related services at the Haney Park, courts as further described in "EXHIBIT A."

**Section 2. Authorizations.** The Mayor, City Administrator and/or any other necessary employees are hereby authorized to execute an agreement for said services and any other necessary documents to carry out the intent of the agreement; and the City Clerk is hereby authorized to attest any such signatures on any such documents and to affix the City's seal thereto to the extent required by such documents. All officials and employees of the City are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, agreements and contracts on behalf of the City as they shall deem necessary or desirable in connection with said purchase and the carrying out of the intention of this Ordinance.

**Section 3. Severability.** The portions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council would have enacted the valid portions without the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4. Effective Date and Budget amendment.** This Ordinance shall take effect immediately.

BILL NO. 1624

ORDINANCE NO. 1572-24

DULY READ TWO TIMES AND PASSED THIS 13 DAY OF February 2024.

Stacey Easter  
Presiding Officer

ATTEST:

Brandy Mauler  
City Clerk

APPROVED THIS 13 DAY OF February 2024.

Stacey Easter  
Mayor

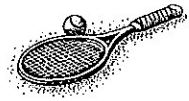
ATTEST:

Brandy Mauler  
City Clerk



Exhibit A

COURTS IN SESSION  
4320 NEOSHO ST.  
SAINT LOUIS MO 63116  
314-596-7727



PROPOSAL 001

12.19.2023

SEND TO

Zach Franklin  
RE: Park Hills 1 Tennis to  
3 Pickleball

DESCRIPTION OF WORK TO BE COMPLETED

Power wash. Fill 400ft of cracks. Fill 5 low areas. Resurface. Color. Stripe. We will power wash the court. We will clean and prepare cracks and low areas to create a good bond of the material. We will fill cracks with a high strength cementitious acrylic mix with Portland cement and silica sand. \*\*Cracks are not guaranteed against reopening.\*\*

We will screed the cementitious mixture into the low areas to help reduce standing water and to promote draining.\*\*Due to the 1% fall grade of paving, the improvements cannot be guaranteed.\*\* We will apply one coat of acrylic resurfacer to the court. We will apply one coat of colored acrylic with sand, and one coat without sand. (Colors to be determined by the customer.) We will layout and stripe for pickleball.

We will supply all labor and material according to the specifications listed above. Payment will be due within 10 days of completion of work.

Once Terms are accepted, no changes can be made unless in writing and an extra charge may be added to the below listed price. One third of the cost may be collected upfront for material purchases.

PROPOSAL ACCEPTENCE:

I agree with the terms and conditions for the work listed above to be completed.

(SIGN BELOW AND RETURN PROPOSAL.)

\*\*\*If not returned signed within 60 days we can withdraw the proposal due to extra damage or further deterioration of the court.\*\*\*

TERMS : NET 10

TOTAL : \$13,250.00

THANK YOU FOR YOUR BUSINESS!

TODD DERICKSON  
todd03derickson.td@gmail.com