

## **Project Agreement for Tennis Court Lights Installation**

This agreement is made and entered into on this Monday of June 23, 2025, by and between Delano Public Schools ("District"), the City of Delano ("City"), Delano Municipal Utilities ("DMU"), and the Tennis Boys Club/Boosters ("Tennis Club").

1. **Project Scope ("Project"):** The Project is defined as the installation of lights on five north tennis courts on the District's property, which are part of ten tennis courts owned and operated by the District ("Facility"). The City has agreed to purchase the necessary materials and equipment to complete the Project. DMU has agreed to provide power to the site, provide a meter to measure ongoing use, and pay all charges for ongoing electrical use by the lights installed with the Project for the term of this agreement. The Tennis Club will cover contractor costs of installation and any other costs associated with the project. The District is not responsible for any financial costs related to the Project. The District will manage the construction of the Project, ongoing operation of the Facility and all other parties will promptly reimburse the District for each's respective costs incurred by the Project.
2. **Responsibility of Parties:**
  - The City will fund the project's infrastructure, including poles and light fixtures as outlined in the quote attached as Exhibit A.
  - DMU will provide power to the site, a meter for the lights, and will pay all charges for ongoing electrical use by the lights for the term of this agreement.
  - The Tennis Club will cover contractor installation costs as identified in Exhibit B and all other costs associated with the project not paid by the City.
  - The School District is the property owner, will manage the installation of the Project, and will continue to own and operate the Facility following its completion subject to the terms of this agreement.
3. **Location of Lights:** The lights will be installed on District property adjacent to the tennis courts as identified on the attached Exhibit C.
4. **Use of the Facility.** After completion of the project, the District shall own, maintain, and operate the Facility improved by the project throughout the term of this agreement. Lights at the Facility shall not be regularly used overnight between the hours of 10pm and 7am daily, with the exception of a District or City hosted event. The District shall have scheduling priority of the Facility for District functions, including School-sponsored extracurricular events and functions scheduled in accordance with the District's Facility Use Policy. At all other times, the Facility shall be open and available for community use without fee, charge, or membership unless otherwise agreed to by the City.
5. **Term of Agreement:** The term of this agreement is 20 years from the effective date that all parties have fully signed this document. The Tennis Club's responsibility with respect to this agreement shall terminate upon final completion of the Project. The District, City,

or DMU may terminate its responsibilities within this agreement after completion of the Project by giving 90 days' notice to all parties, however all financial obligations of this agreement remain for the duration of the term of the agreement. If the District elects to terminate this agreement prior to December 31, 2044, it shall be responsible to reimburse the City and DMU for a proportionate share of each entity's cost of the Project improvements based on the portion of the term of the agreement terminated.

6. Indemnification: Each party shall indemnify and hold harmless the other parties from any claims, damages, or liabilities arising from their respective acts or omissions in connection with this Project and ongoing operations of the Facilities.
7. 7. Governing Law: This agreement shall be governed by and construed in accordance with the laws of Minnesota and any other applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**Delano Public Schools:**

\_\_\_\_\_  
Board Chair Sue Roeser

Date: 6/23/25

\_\_\_\_\_  
Board Clerk Sarah Baker

Date: 6/23/25

**City of Delano:**

\_\_\_\_\_  
Holly Schrupp, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Paula Bauman, Administrative Services Director

Date: \_\_\_\_\_

**Delano Municipal Utilities:**

\_\_\_\_\_  
Mike Mathisen, Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Paul Twite, General Manager

Date: \_\_\_\_\_

**Delano Boys Tennis Club/Boosters:**  
  
\_\_\_\_\_

**Exhibit A**

Project Materials Quote – City responsibility  
See the attached Document

**Exhibit B**

Project Installation Quote – Tennis Club responsibility  
See the attached Document

**Exhibit C**

Facility and Project Plans  
See the attached Document





## 2023 Tennis Venue Services Grant Application

### APPLICATION

#### A. Facility Information:

1. Facility Name (include TPA #): 23MN30267 Delano Middle/High School Tennis Courts
2. Facility Address (street, city, state, and zip): 700 Elm Ave. Delano, MN 55328
3. Facility Email Address and/or Website\*: delano.k12.mn.us
4. USTA Section: Northern
5. 78 36 1 78 60 36  
Court Numbers: Existing # 10 ' 3 60' 0 ' Completion# 0 ' 3 ' 0 '
6. Surface Cl If hard courts,  
Type: X Hard y please indicate: X Asphalt Concrete Other
7. USTA Organizational Membership #: 201724324

*\*By providing your email address, you authorize the USTA and any Official Sponsors to contact you via electronic mail.*

8. Please confirm the level of funding for which you are applying:

Category	Description	Funding Amount	Requested Level of Funding
Category I	Basic facility improvements including fixed tennis court amenities (i.e. backboards, windscreens, smart court access, etc.) and blended 36' and 60' line installation on existing tennis courts.	Up to 50% of total project cost (\$5,000 max).	<input type="checkbox"/>
Category II	Resurfacing of existing 36', 60', and 78' tennis courts.  Converting 78' tennis courts to stand-alone 36' tennis courts.  Fencing	Up to 50% of total project cost (\$35,000 max). <ul style="list-style-type: none"><li>• 2 – 3 courts = \$5,000- \$12,500 max</li><li>• 4 – 8 courts = \$12,500- \$25,000 max</li><li>• 9+ courts = \$25,000 - \$35,000 max</li></ul>	<input type="checkbox"/>

Category III	<p>New Construction of 36', 60', and 78' tennis courts.</p> <p>Reconstruction of existing 36', 60', and 78' tennis courts.</p> <p>Lighting</p> <p>Addition of structures over existing tennis courts.</p>	<p>Up to 50% of total project cost (\$55,000 max).</p> <ul style="list-style-type: none"> <li>2 – 3 courts = \$15,000- \$25,000 max</li> <li>4 – 8 courts = \$25,000- \$40,000 max</li> <li>9+ courts = \$40,000- \$55,000 max</li> </ul>	<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">X</div>
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## B. Agency / Applicant Information:

1 Organization Name: Delano Tennis

2 Applicant Name: Jacob Olson

3 Contact Person: Jacob Olson

4 Address: 647 Montrose Ave. Delano, MN 55328

5 Email Address: jacob.olson@delanoschools.org

6 Phone Numbers\*: Primary: 612-227-178 Alternate: 763-972-336  
0 5

*\*By providing your email address and phone number, you authorize the USTA and any Official Sponsors to contact you via electronic mail and/or phone.*

## C. Information About Improvements: (Label all attachments with facility name and TPA #)

1. All Applicants must submit the following:
  - a. Description of planned improvements; and  
**Delano Tennis Courts are seeking funding to install lights to 5 of our tennis courts.**
  - b. A detailed timeline  
**Fobbe Electric, the installer of the lights, estimates the project to take two weeks from the time they begin onsite. We will get the process started immediately once this grant amount is decided.**
2. In addition to the above, Applicants must also submit a detailed sketch or construction drawings as indicated below by Category:
  - a. Category III: In addition to the materials identified in C.1 and C.2.a, Applicants must include construction drawings and specifications of the proposed project.  
**Supplied**

3. Plans must provide sufficient dimensional information to ascertain adequacy of court(s) size and placement on the property. Please refer to the "Typical Construction Document Contents" information distributed with the application.  
**Supplied**

**D. Funding Information:**

	By checking this box, I verify that completion of this Application does not guarantee funding	<input checked="checked" type="checkbox"/>
1.	Grant amount requesting:	\$ 30,750
2.	Total estimated cost of project:	\$137,280
3.	Total amount of committed funds available now:	\$137,280
4.	Please complete the below (a) Funds and (b) expenses breakdowns, noting back-up documents must be provided to support the identified Funds and Expenses breakdown:	

**a. Funds Breakdown**

Funds	Amount
USTA Section office	
USTA District office	
Park and Recreation	
Government Grants	
Foundations	
Corporations	
Fundraising Efforts	\$ 800
Tennis Boosters	\$ 8,200
City	\$ 97,530
<b>Total Funds</b>	<b>\$106,530</b>

Note: Letters of commitment from all funding sources identified above must be submitted with this Application.

**b. Expenses Breakdown**

Expenses	Amount
Professional Fees	
Construction Costs	\$ 39,750
Fobb Electric	
Other Costs (specify)	
Mlazgar	\$ 97,530
<b>Total Expenses</b>	<b>\$137,280</b>

Note: Please submit with this Application all professional estimates, bids, and/or actual costs. Estimates, bids and/or actual costs must match Expense amounts presented above and reflect the improvements identified in the description of planned improvements provided in item C1 above.

Bids and prices should be dated within 3 months of the application submission date.

**Please Note:** If your project needs to go out to bid you must go out to bid and submit your bid tabulation. The USTA will not make a funding decision until the bid tabulation is submitted. Should you need clarification as to the documentation required and/or this process, please contact your Project Consultant.

If the Total Expenses exceeds the Total Funds, please explain in detail and with back-up documentation (if available) how the difference will be covered:

If the USTA grants are short of our 40k goal in installing lights, Delano Tennis will: Sign up to work a local basketball tourney, which has historically yielded 10k-13k. This has a small probability for spring 2024, but a decent option for spring 2025.

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## **Facility's Potential:**

1. Media/Marketing Plan: Briefly describe how a USTA grant would grow and/or enhance the game of tennis in the community (i.e. increased number of players and programs). Describe how the community/tennis facility will commit to publicizing the Grant, the participants, the local donors, and post renovation programs.

### **Supplied.**

**Delano Tennis Courts would like to add lights to 5 of our 10 courts. We believe this could greatly enhance the game of tennis in our community. Delano tennis has many adults and youth active on the tennis court throughout the spring, summer, and fall. Lights would add some extra opportunities to give people time on the tennis court. The sun is often going down in the spring and fall by the time our high school teams are done playing. Lights would give the community another 3-4 hours to get out there. And in the summer, it would give our players a few more hours and a moment to get away from the heat as well. I think the final point to be made for any facility adding lights is this: Lights are really cool! Lights bring an awesome aura to a sport and make it an attractive way to get new players out and try the game of tennis**

**===**

**Delano Community Education brochure and website will advertise the programming options as they always have. Delano Herald Journal will advertise the lights. They have already advertised the potential project in an article this past fall.**

2. Provide a detailed tennis programming plan identifying the current tennis programs provided at the facility and plans for future tennis programming after proposed improvements are completed.



- a. Please include participant numbers, dates, times, and age groups within each current program that you offer.
- b. A USTA employee or volunteer may be following up in the future with a progress check on your programs.

Priority for funding may be given to facilities that can and will use 36' & 60' courts and/or blended lines.

### **Brochure Supplied**

### **Current Delano Tennis Programming Plans-2024**

<b>Name</b>	<b>Age Groups</b>	<b>When</b>	<b>Average # Participants</b>
<b>Junior Tiger Tennis Clinic</b>	<b>6-12 yo</b>	<b>4 Sundays-April-May 1:00-4:00</b>	<b>70</b>
<b>Junior Tiger Tennis Camp</b>	<b>6-13 yo</b>	<b>2x/week-10 sessions (June-July) (8:30-1:30)</b>	<b>100+</b>
<b>Middle School Tennis League</b>	<b>12-14 yo</b>	<b>Wednesdays-June-July (1:00-4:00)</b>	<b>15</b>
<b>Adult/High School Drills</b>	<b>13-80 yo</b>	<b>Wednesday Nights-June-July (7-8:30 pm)</b>	<b>30</b>
<b>Davis Cup</b>	<b>13-80 yo</b>	<b>Sunday Nights (June-Aug) (6-8:00 pm)</b>	<b>30</b>
<b>Fundamental Clinic</b>	<b>13-18 yo</b>	<b>June-July (3x/week) (3-5:00 pm)</b>	<b>40</b>
<b>Open Court</b>	<b>13-18 yo</b>	<b>June-July (3x/week) (10:00-Noon)</b>	<b>40</b>
<b>USTA Team Tennis</b>	<b>11-18 yo</b>	<b>June-July (1-3x week) (1-4:00 pm)</b>	<b>20-25</b>
<b>Delano Tennis Tournament</b>	<b>10-80+ yo</b>	<b>Late July Sunday</b>	<b>60</b>
<b>Future Programs under lights</b>			
<b>Adult/High School Drills (can offer 2 sessions-beginner group)</b>	<b>13-80 yo</b>	<b>8:00-10:00 pm</b>	<b>30</b>
<b>Davis Cup (can offer 2 sessions)</b>	<b>13-80 yo</b>	<b>8:00-10:00 pm</b>	
<b>Delano Tennis Tournament</b>	<b>11-80+ yo</b>	<b>8:00 am-10:00 pm (finals at night)</b>	<b>60</b>
<b>Fall/Spring Tennis Clinic</b>	<b>6-12 yo</b>	<b>Weekday evenings under lights</b>	<b>60</b>

## **E. Terms and Conditions:**

1. By signing this Application, the Applicant affirms that the information provided and submitted in connection with this Application is true and correct.
2. By signing this Application, Applicant affirms, verifies, and agrees to the following:
  - a. The Facility shall disclose or provide information regarding all usage fees prior to Grant assistance;
  - b. The Facility shall utilize its best efforts to comply with all applicable American with Disabilities Act (A.D.A.) requirements and remain open to the public;
  - c. The Facility shall provide a safe, properly constructed, and functional facility, including other amenities (i.e. shade areas, water fountains, backboards, lighting, etc.) to make the game of tennis more enjoyable and to encourage the growth of tennis;
  - d. The Facility provide photos and documentation of publicity of opening after renovations, and are subject to the terms herein;
  - e. The Facility will be constructed as documented in the Application and approved by the USTA's Tennis Venue Design Team;
  - f. The Facility agrees to develop new tennis players by providing clinics, beginner or retention programs. These programs must be identified in detail within the Application;
  - g. Incomplete Applications will result in the Application being returned without consideration for funding;
  - h. I understand that if this Application is successfully funded the amount awarded will be distributed on a draw basis as accountability forms are submitted to and approved by the USTA.
  - i. Changes to the project scope of work after a funding award is announced must be reviewed by and approved by the USTA. Any changes can affect the total amount of the funding award, at the USTA's sole discretion.
3. By signing this Application, Applicant affirms, verifies, and commits its Facility and other entity or agent CTA (when appropriate), to maintain the Facility and to actively promote programs at this Facility for a period of five (5) years from the completion date of the funded project. Further, Applicant for the Facility understands that painting other sport lines on tennis courts violates the rules of tennis and may make this Facility ineligible to hold sanctioned USTA events, leagues and/or tournaments. Therefore, Applicant for the Facility pledges it will not line its tennis court/s with playing lines for pickleball, volleyball, basketball or any sport other than tennis during this five (5) year commitment unless you receive USTA approval.
4. By signing this Application, the Applicant agrees that any photographs, brochures, or materials submitted in connection with this Application are considered the property of the USTA and will not be returned. Further, by submitting this Application, Applicant

grants to the USTA and its assignees the right to use Facility's name, history, description, photographs, rendering, or any other materials submitted in connection with this Application for any and all promotional purposes. In addition, Applicant and Facility hereby grants to the USTA (and grants to the USTA the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), in perpetuity, with or without Applicant's knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature. Applicant and Facility shall not be entitled to receive any compensation whatsoever in connection with the USTA's exercise of its use and materials rights.

5. By signing this Application, and in consideration for being provided the Grant, the Owner, Applicant, and Facility hereby releases, waives, discharges and covenants not to sue the USTA and all of its assigns, directors, officers, agents, volunteers and employees, from any and all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the event as connected with this Application. Further, Owner, Applicant, and Facility hereby agrees to indemnify, defend, save, and hold harmless the USTA from any loss, liability, damage, or cost they may incur arising out of the related events in connection with this Application and any funding provided, whether caused by the negligence of the USTA or otherwise.
6. By signing this Application, Applicant affirms and understands that the issuance of the Grant and the guidance it may receive from the USTA are provided as part of this Application, and that the USTA is making recommendations only as to facility design, construction, and improvements. The Applicant for the Facility shall have ultimate responsibility for the design, construction, oversight, and completion of improvements to its Facility and agrees to hold the USTA and all of its assignees, directors, officers, agents, employees, volunteers, and assigns harmless for any damages arising therefrom and agree to defend the USTA from any and all claims or suits arising therefrom.
7. Applicant understands and confirms that its employees and those persons it contracts for services and volunteer opportunities who will have regular contact or authority over minor athletes are in, and shall maintain, compliance with the requirements of the USTA Safe Play Program, as provided for at [www.usta.com/safeplay](http://www.usta.com/safeplay). Applicant further acknowledges and understands that it is also subject to the USTA Safe Play Policy and that any violation will be handled to the fullest extent of the law and pursuant to the U.S. Center for SafeSport Code.

Please remember that any violations (or a suspicion of a violation) of the USTA Safe Play Policy or the Proactive Policies must be reported to the USTA immediately. These

reports and any other suspicions you believe the USTA should be made aware of can be made by visiting [www.usta.com/safeplay/report](http://www.usta.com/safeplay/report) or emailing [safeplay@usta.com](mailto:safeplay@usta.com). Any suspicions of child abuse or child sexual abuse must be reported immediately to the local authorities and to the U.S. Center for SafeSport by visiting [www.uscenterforsafesport.org](http://www.uscenterforsafesport.org).

**CONTINUED ON NEXT PAGE**

**I, as an authorized representative of the Applicant, declare and confirm affirm that the organization is currently in or will be, and will remain in, compliance with the USTA Safe Play Program and Policy(s)**

\_\_\_\_\_ **[Initials]**

***APPLICANT HAS COMPLETED THIS APPLICATION, CONFIRMS, AND VERIFIES THAT APPLICANT HAS READ, UNDERSTANDS, AND AGREES TO ALL THE TERMS AND CONDITIONS HEREIN.***

Signature: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

I affirm I have the authority to agree and bind the Owner and Facility to the Terms and Conditions herein

☒

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Facility Owner  
or Authorized  
Facility  
Representative

Date: \_\_\_\_\_

Check list – please include this checklist with the application and retain one copy of each application component for your records.

<b>DID YOU REMEMBER TO INCLUDE THE FOLLOWING? (1 COPY OF EACH)</b>			
	Check Here:		
Pages 4-10 of the application	X		
Description of Improvements <b>C1</b>	X		
Project time line <b>C2</b>	X		
<b>Cat III</b> Construction documents <b>C3</b>			
Proof of committed funds <b>D5</b>	X		
Estimates or bids and/or Price list <b>D6</b>	X		
Marketing plan <b>E1</b>	X		
Program Plan <b>E2</b>	X		

**Important Reminders:**

- Submit application to your Project Consultant via email
- Be sure to label all submitted materials (i.e. application, drawings, photos, program, letter of support, etc.)
- If you need help, call or e-mail your Project Consultant.









Date: Aug 13, 2024

Quote: RLMA24-157930-4



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Mlazgar Associates  
Mlazgar Associates  
Mlazgar - -  
Phone: (952) 943-8080  
Fax: (952) 943-8080  
From: Brian Sulheim  
Quoter Ph: (952) 515-1111  
Email: brians@mla

**Project** DELANO TENNIS COURT

**Location** DELANO MN

**Quote** RLMA24-157930-4

**To: Burt Holm**

R. L. Mlazgar Assoc, Inc

10340 Viking Drive

Suite 150

Eden Prairie MN 55344

Phone: (952) 943-8080

Email: burth@mlazgar.com

**For**

**Bid Date** Apr 25, 2024

**Expires** May 25, 2024

D/A: Brian Sulheim

QTY	Type	MFG	Part	Price
		OPTION		
12		EPHE	EPH-LS-08-0680N-BLK-57-70-3S-C00-XV-NC-TY-BH3-CV1-B	
4		EPHE	EPH-LS-08-0680N-BLK-57-70-4S-C00-XV-NC-TY-BH3-CV1-B	
8		EPHE	EPH-LS-08-0680N-BLK-57-70-5S-C00-XV-NC-TY-BH3-CV1-B	
1		EPHE	AF-0211 / ALL FIELD INSTALL LASER KIT	
1		EPHE	EPH-LTGSTR-P-MSM / CONCRETE EMBEDDED POLES	
1		EPHE	EPH-SE-N-S-PFD / SEALED POLE & FOUNDATION DESIGN	
1		EPHE	EPH-PSU / EPHEUSUS REMOTE PROJECT START UP	
1		EPHE	TOTAL	\$97,530.00
Total for: OPTION				\$97,530.00

**Terms and conditions of sale:**

\*\*\*\*\*  
COMPLETE QUOTE MUST BE USED. PARTIAL PORTIONS OF THIS QUOTE ARE NOT  
TO BE USED UNLESS AGREED TO BY MLAZGAR IN ADVANCE OF PURCHASE  
\*\*\*\*\*

\*\*\*\*\*  
DUE TO CONTINUED INFLATIONARY PRESSURES  
PRICING IS SUBJECT TO CHANGE WITHOUT NOTICE  
\*\*\*\*\*

\*\*\*\*\*  
PRICING SUBJECT TO CHANGE WITHOUT NOTICE  
QUOTATION IS VOID IF CHANGED  
\*\*\*\*\*

\*\*\*\*\*

Subject to manufacturer's published terms and conditions of sale.

\*\*\*\*\*Spares not included unless otherwise noted - Customer to provide counts as required\*\*\*\*\*

CONTRACTOR AND OR DISTRIBUTOR ARE RESPONSIBLE FOR ALL COUNTS.

Quote based on information provided by customer.

Miscellaneous items are not included unless noted above.

(IE: lamps, hangers, stems, plaster frames, etc.)

Freight allowance on orders are for single shipment/release per order.

8 Foot fixtures that do not meet the manufacturer's freight allowance are subject to higher than normal freight charges.

Multiple shipments/releases/orders to same job site, Distributor may incur additional freight charges.

NOTE: LINEAR RUNS DO NOT INCLUDE CORNERS, TRANSITIONS OR CUSTOM ENDS UNLESS SPECIFIED IN CATALOG NUMBER.

NOTE: START-UP, COMMISSIONING and/or TRAINING FOR CONTROL SYSTEMS AND/OR INVERT INCLUDED IN PRICE UNLESS NOTED OTHERWISE ON THIS QUOTE.

NOTE: 3RD PARTY VERIFICATION NOT INCLUDED WITH CONTROLS, UNLESS OTHERWISE SPECIFIED

NOTE: IF START-UP, COMMISSIONING and/or TRAINING FOR CONTROL SYSTEMS IS INCLUDED IN QUOTATION, IT COVERS JOB SITE VISIT(S) WITH THE UNDERSTANDING THAT ALL DEVICES ARE AND WIRED PROPERLY. IF A RETURN TRIP IS REQUIRED DUE TO FIELD CONDITIONS and/or WORK ISSUES, THE RATES ARE AS FOLLOWS: \$750 PER HALF DAY AND \$1500 PER FULL DAY IN ADDITION TO INITIAL STARTUP PRICE.

NOTE: BAA & ARRA ARE CONSIDERED NOT TO BE REQUIREMENTS OF THIS QUOTE, UNLESS OTHERWISE NOTED.

NOTE: VIBRATION DAMPER NOT INCLUDED IN POLES UNLESS OTHERWISE NOTED.

NOTE: LEAD TIMES ARE ESTIMATES ONLY, AND BEGIN UPON CLEAN RELEASED ORDER AND/OR DRAWINGS.

# Quote

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izgar.com

UQ

ExtPrice

\$97,530.00

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