



August 8, 2023

To: Honorable Mayor Devore and Council Members, Mr. Dylan Mulfinger

Re: Resurfacing of School/City Tennis Courts

Dear Mayor, Council, and Mr. Mulfinger,

On January 13, 2014 the School and the City entered into a 28E agreement to construct and maintain a shared Tennis Court Facility. This has been a successful partnership over the years and the District wishes to continue this partnership. I have attached the agreement for your quick reference.

Item #7 discusses shared costs for maintenance and repair.

It has come time to resurface the tennis courts to maintain their safe and effective use. We notified Mr. Mulfinger of our intent to seek repair during fiscal year 2024. In doing so we have solicited bids from a handful of contractors across the Midwest, receiving only two in return, with the intent to seek completion of this project in the fall of 2023.

Attached you will find two bids: One from Pro Track and Tennis Inc. and another from McConnell & Associates

Pro Track:

\$67,000 - Purple and Grey or \$80,500 for purple and Gold

+Add on - Fixing "birdbaths" \$16,500

+Add on - Pickleball court (2 courts) \$1000 per

McConnell and Associate:

\$88,019

We are recommending the Purple and Grey surface for \$67,000 and two pickleball courts for \$1000. At this time we would reject the cost of fixing the birdbaths.

We are requesting your participation of half of the costs at \$34,000 for the resurfacing of the Tennis Courts. The District will be able to execute this contract upon your approval and would seek reimbursement within 180 days from completion of the project.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Ehn".

Josh Ehn - Superintendent

A handwritten signature in black ink, appearing to read "Derek Kuennen".

Derek Kuennen - Activities Director

CITY OF OELWEIN AND OELWEIN COMMUNITY SCHOOL DISTRICT
SHARED USE - 28E AGREEMENT

THIS AGREEMENT made and entered into the 13th day of January, ~~2013~~, 2014 by and between CITY OF OELWEIN, IOWA (hereinafter referred to as "City"), and OELWEIN COMMUNITY SCHOOL DISTRICT (hereinafter referred to as "District");

WHEREAS, City is a municipal corporation organized and existing under the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, District is a school corporation organized and existing under laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, public agencies may enter into an agreement for joint and cooperative action pursuant to Iowa Code Chapter 28E;

WHEREAS, Parties find that joint and cooperative action will be to their mutual advantage and will promote more efficient and expanded use of City and District facilities;

WHEREAS, District has a need for the development of tennis courts for its students and related school uses;

WHEREAS, City has a need for the development of tennis courts for use by its citizens;

WHEREAS, City and District own contiguous parcels of Real Estate which are legally described on Exhibit A hereto ("the Real Estate") which currently has tennis courts constructed thereon;

WHEREAS, City and District have determined that it is beneficial for each entity to jointly participate in the removal of the existing tennis courts and the construction, development, use and maintenance of new tennis courts on the Real Estate;

WHEREAS, Parties wish to formalize their agreement as to the removal of the tennis courts and the construction, development, use and maintenance of new tennis courts on the Real Estate and believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into and will be to their mutual advantage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the District agree as follows:

1. Purpose. The parties specifically agree that this Agreement is entered into for the purpose of development and construction and of the Real Estate as tennis courts and for the subsequent joint use of said tennis courts for public and school purposes and benefits. Tennis Courts as defined herein, shall reference perimeter fence, court surface, net, post and components, but shall exclude lights, light poles, and bleachers.

2. Construction Costs and Shared Usage. The Real Estate shall be developed into six doubles tennis courts as per the mutually accepted plans and specifications marked as Exhibit "B" herein. The actual project costs totaling \$219,275.00 are as follows:

Original Tennis Court Contract Amount:	\$365,199
Additions from Change Orders:	8,280
Architectural Fees:	<u>20,796</u>
Total Cost of the Tennis Court Project;	\$394,275
Grants Received:	<u>(175,000)</u>
Net Total Project Cost:	\$219,275

The District shall advance and pay the entire cost of the project. For its rights to use the tennis courts under this Agreement, the City of Oelwein shall pay usage fees to reimburse the District 50% of net total project cost pursuant to the following payment schedule:

- A. City to receive credit of \$26,250.00 for District contribution to girl's softball facility construction on real estate owned by City;
- B. \$20,846.00 on or before June 30, 2014;
- C. \$20,846.00 on or before June 30, 2015;
- D. \$20,846.00 on or before June 30, 2016; and
- E. \$20,846.00 on or before June 30, 2017.

In the event there are additional grants applied to the project costs, the installment payments will be reduced by one-half of the decrease in the net project costs.

3. Title. The parties agree that the title to the premises shall remain in each respective party as their separate ownership currently appears, pursuant to the real estate ownership shown within Exhibit "A" and subject to the rights and obligations of the parties as specified herein.

4. Use Premises. During the term of this Agreement, the tennis courts shall be jointly used by the City and the District as mutually agreed, If necessary, a schedule of use will be developed by the Administrator of the City and the Superintendent of the District.

5. Administration. The terms and conditions of this Agreement shall be administered by the Administrator for the City and the Superintendent of the District.

To District: Oelwein Community School District
307 - 8th Ave. SE
Oelwein IA 50662

If any party desires to change the address for notification, it shall notify the other parties in writing at the address for notice in the manner herein provided notice.

11. BINDING EFFECT. The terms and conditions of this Agreement shall extend to and be binding upon the successors in interest of the respective parties hereto.

12. ENTIRE AGREEMENT - AMENDMENT. This Agreement contains the entire understanding between the City and District and cannot be changed or terminated orally but only by an agreement in writing signed by both the City and District.

13. SEVERABILITY. If any provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the City and District have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

OELWEIN COMMUNITY
SCHOOL DISTRICT

CITY OF OELWEIN, IOWA

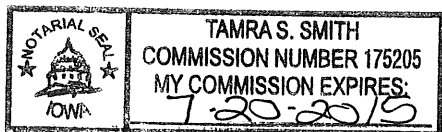
By Candace King RN
Candace King, President of
Board of Education

By Larry G. Murphy
Larry G. Murphy, Mayor

By Jamie Letzring
Jamie Letzring, City Administrator

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 23 day of December, 2013, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Larry G. Murphy and Jamie Letzring, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Oelwein, Iowa; a municipal corporation; and that the instrument was signed on behalf of the corporation, by authority of its City council, and Larry G. Murphy and Jamie Letzring acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Tamra S. Smith
Notary Public - State of Iowa

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 13th day of January, 2014, ~~2013~~, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared Candace King, to me personally known, who being by me duly sworn, did say that she is the President of the Oelwein Community School District Board of Education, executing the within and foregoing instrument to which this is attached, that the instrument was signed on behalf of the Oelwein Community School District by authority of its Board of Education; and that Candace King as President of the Oelwein Community School District Board of Education acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Oelwein Community School District, by it and by them voluntarily executed.



Cynthia M. Hill

Notary Public - State of Iowa



PROPOSAL

Bid ID Number:53172
Date:8/8/2023

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To: Oelwein Community School District 307 8th Ave. SE Oelwein, IA 50662</p> <p>PHONE: _____ FAX: _____</p> <p>CONTACT: Derek Kuennen A.D.</p>	<p>Job Proposed: Oelwein High School 315 8th Ave SE Oelwein, IA 50662</p>
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Description	Quantity	Units	Net Price
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COURT POWER WASHING:
Thoroughly power wash all dirt and debris from the tennis courts with a 4000 PSI power washer.

COURT CRACK FILLING:
Fill cracks with CBM. CBM is a mixture of Portland cement, sand, and a latex bonding agent designed for tennis court patching.
Apply multiple applications of acrylic resurfacer to hide out the repairs.

NOTE: No guarantee for crack filling.
Due to the natural movement of pavement, existing cracks will reappear and new cracks will form.

BIRDBATH FILLING:
Fill birdbaths with court patch binder, Portland cement, and silica sand mixture.
Grind edges smooth.
Apply multiple applications of Acrylic Resurfacer to hide out the repairs.

NOTE: No guarantee to totally remove all ponding areas.

<p>Color Coating: Acid etch and power wash concrete slab Apply (1) Coat of concrete primer Apply (2) Coats of Acrylic Resurfacer at a rate of .06 gallons per square yard per coat. Apply (2) Coats of Acrylic Color Coatings at a minimum rate of .05 gallons per square yard per coat. Layout and Paint Playing lines per ASBA standards.</p>	<p>\$88,019.00</p>
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COURT COLOR SELECTION

Playing Area: _____

Border: _____

Kitchen (Pickleball only): _____

Line Color: _____

Note: See color chart for options



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Description	Quantity	Units	Net Price
NO GUARANTEE FOR CRACK REPAIRS/FILLING. EXISTING CRACKS WILL REAPPEAR AND NEW CRACKS WILL FORM.			
NO GUARANTEE TO TOTALLY ELIMINATE BIRD BATHS OR WATER SPOTS.			
Price is for one mobilization. Each additional mobilization will be billed at \$1,500.00 each.			
Price includes all applicable taxes.			
EXCLUSIONS:			
- Bonds (If required add 1% to total amount)			
- Permits			
- Seeding/sod			
- Fence work			
- Concrete work			
- Windscreen			
- Tennis court accessories			
- Lighting			
- Padding			
- Any items not listed above.			
Total			\$88,019.00

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Gage Miller

PAYMENT AND COLLECTION

PAYMENT IS DUE UPON RECEIPT OF COMPANY'S INVOICE. IF COMPANY PROVIDES THIS AGREEMENT/PROPOSAL/BID TO AN ATTORNEY FOR ENFORCEMENT OF ITS TERMS, INCLUDING BUT NOT LIMITED TO COLLECTION OF AMOUNTS DUE, YOU AGREE TO PAY ALL EXPENSES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, EXPERT FEES, COURT COSTS, SERVICE FEES, AND ANY OTHER EXPENSE ASSOCIATED WITH COLLECTION. IN THE EVENT ALL SUMS ARE NOT PAID WHEN DUE, ALL UNPAID SUMS SHALL BEAR INTEREST AT THE (18%) PER ANNUM UNTIL PAID IN FULL.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory, and are hereby accepted.

Signature: _____

Name & Title (Please Print): _____

Date Accepted: _____

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

7409 N. 160th Street
Bennington, NE 68007
PH 402.238.2900
PH 800.498.4395
FX 402.238.2987
www.protrackandtennis.com

PRO TRACK AND TENNIS, INC.

Tennis Court Proposal



**INNOVATIVE
EXPERIENCED
PROFESSIONAL**

We Proudly Present This Proposal To

Jamie Jacobs
Oelwein Public Schools
815 8th Ave. SE
Oelwein, IA 50662
Cell: 319-830-4941
jjacobs@oelwein.k12.ia.us

ACCEPTANCE OF PROPOSAL

This proposal is valid for 60 days from June 28, 2023.

Pro Track and Tennis, Inc. proposes to furnish labor and material and equipment complete in accordance with the specifications in this proposal for the sum of:

Please initial the appropriate boxes below to designate acceptance of the following options.

- | | | |
|---|---|--------------------|
| <input style="width: 40px; height: 30px;" type="checkbox"/> | OPTION #1:
Color Coat Six (6) Courts: Purple/Sand Dune
<small>Sixty-seven thousand dollars</small> | \$67,000.00 |
| <input style="width: 40px; height: 30px;" type="checkbox"/> | OPTION #2:
Color Coat Six (6) Courts: Purple/Gold
<small>Eighty thousand, five hundred dollars</small> | \$80,500.00 |
| <input style="width: 40px; height: 30px;" type="checkbox"/> | OPTION #3: Add to Option #1 or #2
Fill Bird Baths/Low Lying Areas
<small>Sixteen thousand, five hundred dollars</small> | \$16,500.00 |
| <input style="width: 40px; height: 30px;" type="checkbox"/> | OPTION #4: Add to Option #1 or #2
Pickleball Game Lines: PER COURT
<small>Five hundred dollars per court</small> | \$500.00 |

Payment to be made as follows:

A down payment of 40% is due upon acceptance of proposal. The remaining balance is due on the day the job is complete and accepted by the owner.

Acceptance

The above price, specifications and conditions found in this proposal are satisfactory and are hereby accepted. Pro Track and Tennis, Inc. is authorized to do the work as specified. Payment will be made as outlined.

Signature	Signature
Print	Print
Date	Date
Oelwein Public Schools-Oelwein, IA	Pro Track and Tennis, Inc.

After signing, please return to Pro Track and Tennis, Inc.
Thank you very much for your business



Professional Track and Tennis
A Division of Pro Track and Tennis, Inc. A NE Corporation
800.498.4395 - www.protrackandtennis.com

