

**INTERGOVERNMENTAL AGREEMENT  
FOR CONSTRUCTION OF NEW POOL FACILITY**

This Intergovernmental Agreement for Construction of New Pool Facility (this “Agreement”) is dated August 9, 2022 (the “Execution Date”), but made effective for all purposes as of February 22, 2022 (the “Effective Date”), and is entered into between City of John Day (“City”), an Oregon municipal corporation, whose address is 450 E Main St, John Day, Oregon 97845, and John Day Canyon City Parks and Recreation District (“District”), a special purpose district created under ORS Chapter 266, whose address is 845 NW Bridge St. John Day Oregon, 97845.

RECITALS:

A. District maintained and managed Gleason Pool from 1990 to 2020 under an agreement between District and City. Gleason Pool has been closed for three seasons. City is in the process of selling the current property to Oregon State Parks and Recreation Department for expansion and further development of the Kam Wah Chung Heritage Site.

B. City has received or entered into (a) \$1,000,000.00 in state funds for associated site development improvements adjacent to the Kam Wah Chung Heritage Site through 2021 House Bill 5006, and (b) a grant agreement to receive \$2,000,000.00 in 2023 State Lottery Bonds to assist with construction of a new pool facility in John Day through 2021 Senate Bill 5534.

C. City and District desire to work collaboratively to replace the Gleason Pool and construct a new pool facility on certain District land located at 845 NW Bridge Street, John Day, Oregon 97845, commonly known as the Upper Belshaw Fields at the 7<sup>th</sup> Street Sports Complex (the “Project”). City and District desire that the Project be designed and constructed as depicted on the plans and specifications attached hereto as Exhibit A (the “Plans and Specifications”).

D. This Agreement is made pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties’ mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.

2. Project Planning and Pre-Construction.

2.1 City Obligations. District acknowledges and agrees that City has paid and/or performed the following prior to the Execution Date concerning the Project: (1) prepared and completed the Project’s land use site plan and designs attached hereto as Exhibit B based on 2018-2020 feasibility studies and subsequent plan updates conducted by City and District; (2) hired a public opinion research firm to complete a public opinion survey concerning the proposed Project to inform the public of the final design and ballot measure for construction bonds; (3) hired consultant(s) to complete the Plans and Specifications (which Plans and Specifications are subject to modifications); (4) provided for demolition of the Gleason Pool and sale of Gleason Park as part of the Kam Wah Chung re-development project in accordance with City’s purchase and sale agreement with Oregon State Parks and Recreation Department; and (5) provided the public with updates and information concerning the Project through radio, print, and social media sources.

2.2 District Obligations. Subject to the terms and conditions contained in this Agreement, District has performed the following obligations concerning the Project: (1) signed and submitted to City a Conditional Use Permit Application concerning the Project; (2) testified in support of the application at one or more City Planning Commission hearings; (3) cooperated with City to conduct a public opinion survey; (4) assisted City with the Plans and Specifications, including hosting public engagement sessions recommended by City and/or Project consultants; (5) prepared and filed a general obligation bond measure election for the Project with the Grant County Clerk for the May 17, 2022 election; (6) determined and approved the amount of the proposed bond based on input from City and Project consultants, capital campaign results, and other information obtained from the public survey; and (7) assured the public is fully informed of the Project by engaging in various outreach efforts, including, without limitation, developing and initiating a public information campaign to distribute print and digital information describing the Project, the proposed bond measure, and any other applicable Project information.

3. Project Final Design and Construction.

3.1 City Obligations. Subject to the terms and conditions contained in this Agreement, City will perform the following obligations for the final design and construction of the Project: (1) provide technical and professional knowledge to District to assist District with initiating and managing the general obligation bond sale; (2) on or about December 15, 2022, pay in full District's outstanding mortgage in the amount of \$ \_\_\_\_\_ as of the Execution Date concerning the Office; (3) after the Office Building is relocated as described below, execute a rent-free lease with District to continue using the Office Building until Project completion; (4) prepare a joint development agreement for the redevelopment of the current wastewater treatment plant land for future parks and recreation use for equipment storage, maintenance, and public recreation; (5) complete the purchase of District's 0.5-acre property located at intersection of NW 3<sup>rd</sup> Street and W. Main Street for \$50,000.00. On or about April 2023, City will remove and relocate the Office Building, at City's cost and expense, to City's property located at NW Charolais Heights as part of Project construction.

3.2 District Obligations. Subject to the terms and conditions contained in this Agreement, District will perform the following obligations for the final design and construction of the Project: (1) timely prepare and file a general obligation bond measure election for the Project (the "Bond") with the Grant County Clerk for consideration by District voters in the November 8, 2022 election; (2) upon approval of the bond measure to construct the Project, District will contract with Special Districts Association of Oregon Advisory Services, or another qualified firm, to sell general obligation bonds for the Project; (3) transfer and convey the Office Building to City on or about December 15, 2022, free and clear of all liens, encumbrances, and claims in accordance with a purchase and sale agreement containing terms and conditions acceptable to City.

3.3 Joint Development Team Obligations. Subject to the terms and conditions contained in this Agreement, upon voter approval of the Bond, a joint development team (the "JD Team") will be organized for the duration of the final design and construction, which joint development team will consist of two City appointed members from City, two District appointed members from District, and three at-large members appointed and approved by a majority vote of the governing bodies of City and District. JD Team will perform the following obligations for the final design and construction of the Project: (1) establish a seven-member citizen oversight committee to act as an advisory committee to the JD Team; (2) issue request for proposals ("RFP(s)") and serve as the source selection panel to solicit for construction management, general contractor, and other professional services needed to complete the Project; (3) issue a notice of intent to award and notice of award for Project construction; (4) oversee Project construction from negotiations, approval of a general contractor, and notice to proceed through certificate of occupancy (including, without limitation, payment of invoices, Project financial management, and ensuring that the Project remains within budgeted funds); (5) ensure compliance with prevailing wage and other state and federal regulations and reporting requirements; (6) hire a project manager for the Project; and (7) provide updates and information to the public concerning the Project through print and social media sources.

4. Pool Operation; Management.

4.1 City Obligations. Subject to the terms and conditions contained in this Agreement, City will be responsible for payment of utilities for the pool and office facility during the days that the pool facility is in operation, which utilities include water, sewer, electricity, propane, broadband/cable/internet service, and telephone as further explained in Section 5.1 of this Agreement. City will own all right, title, and interest in the Aquatics Center Building (the “Building”) and pool until transferred. Notwithstanding anything contained in this Agreement to the contrary, City will transfer title of the Building and pool to District upon completion of the Project and receipt of a final certificate of occupancy

4.2 District Obligations. Except as provided under Section 4.1 of this Agreement, District will pay and be responsible for all operations, maintenance, and programming costs associated with operating the pool and District’s office located in the Building. District will open the pool facility for public use a minimum of ninety (90) days from May – September each calendar year, subject to weather, utility, mechanical failures, and/or natural hazards that may limit or prevent public access to the facility. District will be responsible for all exterior maintenance of the pool building, fencing and grounds, including maintenance of all parking lots associated with and constructed as part of the Project. Exterior maintenance includes, without limitation, routine sweeping, snow plowing/removal, stripping, signage, and preventative maintenance measures such as seal coating and crack sealing. District will be responsible for maintaining all landscaping, turf, pedestrian trails/walkways, signs, lights, and other outdoor appurtenances associated with development and operation of the Project.

5. Budget. In accordance with and subject to the Laws, including, without limitation, applicable Oregon Local Budget Law provisions, City and District will each make expenditures for the services, supplies, facilities, personnel, and/or equipment as may be necessary or appropriate to carry out the purposes of this Agreement. Expenditures will not exceed funds appropriated for the specific purposes and will be made in accordance with applicable Law. City and District will each prepare and develop an operating budget as further described in Section 5.1 and Section 5.2 of this Agreement.

5.1 City Budget Obligations. City will establish an aquatic center capital construction fund or department within City’s budget to receive and expend funds for the Project. City will provide up to fifty percent (50%) of the Project costs or \$3,000,000.00, whichever is less, as described on the Project Construction Budget attached hereto as Exhibit C. City will secure an interim financing credit facility for the design and construction of the Project. The credit facility will be backed in part by proceeds of the 2023 Oregon lottery bonds issued in accordance with 2021 SB 5534, as authorized by the grant from the Department of Administrative Services to City for expenditures related to Project and the Declaration of Official Intent to Reimburse Capital Costs with State of Oregon Lottery Revenue Bonds attached hereto as Exhibit D. Any balance of funds from the sale of the Gleason Pool property and/or any remaining funds on interim credit facility will be dedicated toward Project construction upon notice of award and approval of the general obligation bond sale. Subject to the terms and conditions contained in this Agreement, Project planning and pre-construction costs incurred by City will be reimbursed to City through funds received from sale of the Gleason Pool property, interim financing grant proceeds described in Recital B, and other City funds. City will maintain accurate records of all costs and expenses incurred by City concerning the Project.

5.2 District Budget Obligations. District will establish an aquatic center capital construction fund within District’s budget to receive and expend funds for the Project. Except as provided under Section 4.1, District will be responsible for all operations, maintenance, repairs, and programming costs associated with operating the Project and District’s office located in the Project property.

5.3 Joint City and District Budget Obligations. City and District will jointly and collaboratively prepare and submit the Oregon State Parks Local Government Grant application (the “Application”) to fund a warm water pool as part of the Project. City and District will jointly present the Project to the grant review committee. City and District will submit the Application prior to the April 2023 deadline.

6. Term; Termination. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect for a period of twenty-five (25) years commencing on the Effective Date, unless sooner terminated in accordance with this Agreement. The term of this Agreement may be extended subject to the mutual written agreement of each party. This Agreement may be terminated (a) at any time by the mutual written agreement of City and District, or (b) by either party upon 120 days' prior written notice if the other party materially breaches and/or otherwise fails to perform any other party material representation, warranty, covenant, and/or obligation contained in this Agreement. In the event District ceases to exist, the Project property and all parking lots developed as part of the Project will become property of the City.

7. Miscellaneous.

7.1 Insurance. City will provide for adequate insurance to cover the directors, officers, employees, staff, contractors, agents, and activities undertaken by City. City will obtain and maintain adequate property insurance against physical loss or damage to the Building, which insurance will include, without limitation, perils of fire, theft, vandalism, Acts of God, and/or malicious mischief. City's insurance obligations under this Agreement will be in form and content satisfactory to City and District, which will include general liability coverage with limits of no less than \$\_\_\_\_\_ per occurrence, \$\_\_\_\_\_ in the aggregate. District will provide for adequate insurance to cover the directors, officers, employees, staff, contractors, agents, and activities undertaken by District.

7.2 Indemnification. To the fullest extent permitted under applicable law, each party will defend, indemnify, and hold the other party and the other party's Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the party's breach and/or failure to perform the other party's representations, warranties, covenants, and/or obligations contained in this Agreement. Each party's indemnification obligations provided under this Section 7.2 will survive the termination of this Agreement.

7.3 Relationship. This Agreement does not create an agency relationship between City and District and does not establish a joint venture or partnership between City and District. Neither City nor District has the authority to bind the other or represent to any person that a one is an agent of the other. Neither City nor District will provide any benefits to the other; each will be solely responsible for obtaining their own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.

7.4 Coordination; Severability; Remedies. The parties will maintain adequate levels of communication to ensure maximum cooperation between the parties. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the other party may, in addition to any other remedy provided to the party under this Agreement, pursue all remedies available to the party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

7.5 Assignment; Binding Effect. No party may assign any of the party's rights and/or obligations under this Agreement to any person without the prior written consent of the other party. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. This Agreement will be deemed binding and effective for all purposes as of the Effective Date.

7.6 Expenses; Notices. Subject to the terms and conditions contained in this Agreement, each party will pay all wages and benefits due the party's personnel, including, without limitation, overtime,

workers' compensation, and death benefits. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable party to the address shown in Appendix A (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

7.7 Waiver; Entire Agreement. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the parties. No waiver by a party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements.

7.8 Applicable Law; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Except as provided otherwise under ORS 403.160, any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

7.9 Person; Interpretation; Signatures. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party or parties will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

7.10 Conflict of Interest. The law firm of Bryant, Lovlien & Jarvis, P.C. ("Law Firm") has been retained by City to prepare this Agreement, and all related documents and instruments. Law Firm currently represents City and District on one or more unrelated matters. Oregon's rules of ethics for lawyers limit or prohibit one lawyer or law firm from representing two or more clients when their interests conflict. Law Firm may not oppose a current client (even on an unrelated matter) without informed consent after an explanation about the material risks of, and reasonable alternatives to, consenting. Law Firm has discussed the conflict of interest with each party. Each party consents to Law Firm's representation of City in connection with the preparation of this Agreement and all related documents and instruments. Notwithstanding the parties' informed consent, should a conflict or dispute arise between the parties, Law Firm will not represent any party in connection with the conflict or dispute (each party will obtain the party's own, independent legal counsel).

Signature page follows

IN WITNESS WHEREOF, the parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

**CITY:**

City of John Day,  
an Oregon municipal corporation

**DISTRICT:**

John Day Canyon City Parks and Recreation District,  
an Oregon special district

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

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Appendix A  
Definitions

“Agreement” has the meaning assigned to such term in the preamble.

“Application” has the meaning assigned to such term in Section 5.3.

“Building” means the Aquatics Center Building constructed on District land located at 845 NW Bridge Street in John Day, Oregon 97845.

“City” means the City of John Day, an Oregon municipal corporation, whose address is 450 East Main Street, John Day, Oregon 97845.

“District” means John Day Canyon City Parks and Recreation District, a special purpose district created under ORS Chapter 266, whose address is 845 NW Bridge Street, John Day, Oregon 97845.

“Effective Date” means February 22, 2022.

“Gleason Pool” means the property located at 250 NW Canton Street, John Day, Oregon 97845.

“Law(s)” mean all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting this Agreement, and/or the Project, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

“Law Firm” has the meaning assigned to such term in Section 7.10.

“Office Building” means the manufactured home currently in use by the Parks and Recreation office, located on tax lot 3300 of Map No. 13S31E23CA.

“Project” has the meaning assigned to such term in Recital C.

“Project Manager” means that certain City appointed individual who will work with District staff/representatives and project consultants on the Project Management Team to provide technical assistance and general Project oversight.

“Project Management Team” means those certain District appointed board members or staff representatives who will collaborate with City and Project consultants to review Project construction, approve all changes orders, and approve final documents at the completion of the Project.

“Representative(s)” mean the officers, employees, volunteers, and authorized representatives of the identified party.

“Source Selection Panel” means that certain panel of individuals for the Project construction RFP made up of appointed District board members and City councilor

Exhibit A  
Description and Depiction of Project

[attached]

DRAFT



# JDCC Aquatic Center

John Day Canyon City Community Center

## 75% CD SET

07/19/2022



**OWNER**  
CITY OF JOHN DAY  
450 EAST MAIN STREET  
JOHN DAY, OR 97845  
541.575.0028  
CONTACT: LISA WEIGUM

**ARCHITECT**  
QPSIS ARCHITECTURE  
920 NW 17TH AVE.  
PORTLAND, OR 97209  
503.525.9511  
CONTACT: NADA MAANI

**STRUCTURAL**  
CATEMA CONSULTING ENGINEERS  
1500 NE IRVING ST. SUITE 412  
PORTLAND, OR 97232  
503.914.7838  
CONTACT: STEFANIE SCHULZE

**CIVIL**  
SISUL ENGINEERING  
158 E MAIN ST.  
JOHN DAY, OR 97845  
541.575.3777  
CONTACT: JOE HITZ

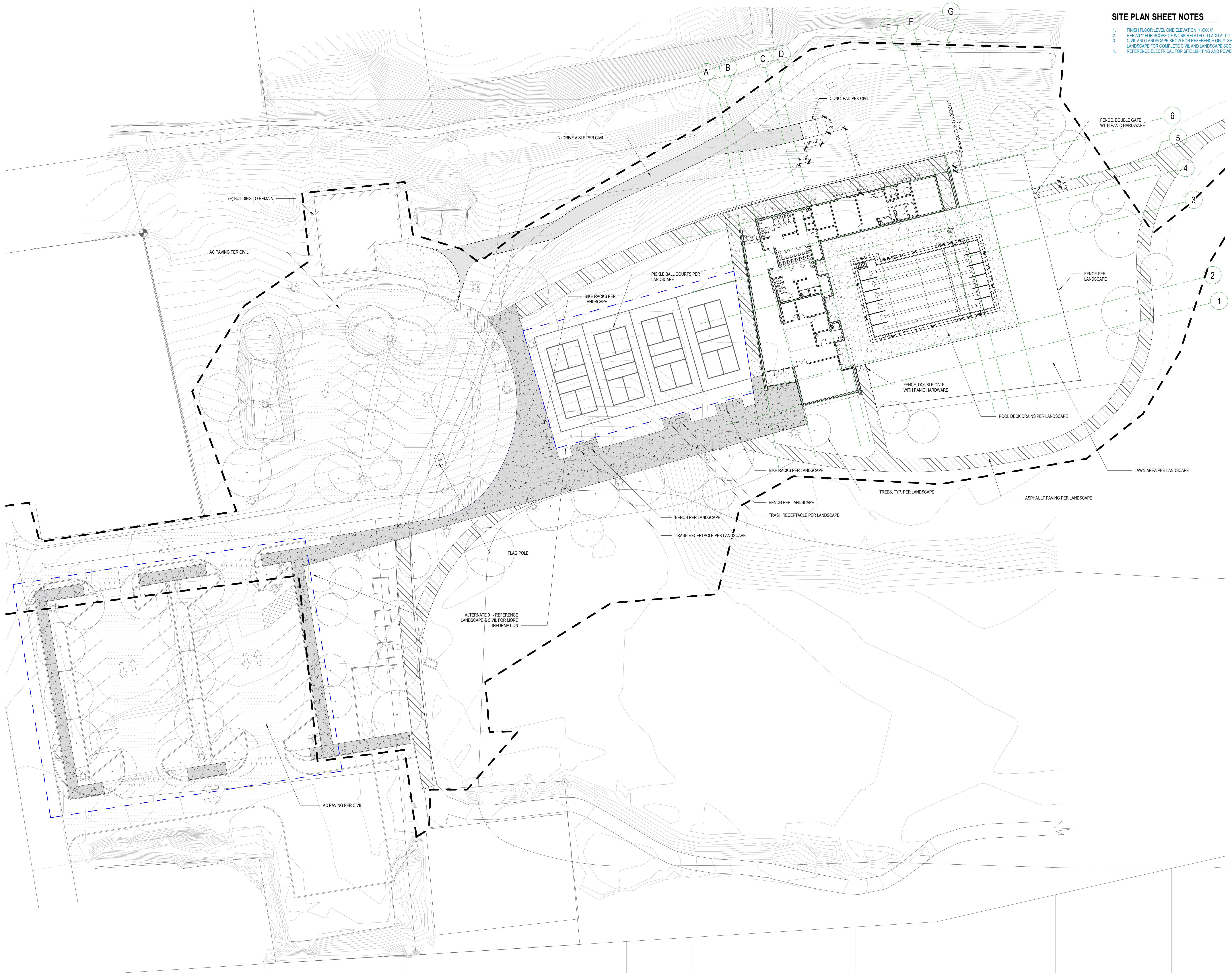
**MEP**  
COLEBREIT ENGINEERING  
721 SW INDUSTRIAL WAY #110  
BEND, OR 97702  
503.853.3692  
CONTACT: BILL CARON

**LANDSCAPE**  
WALKER MACY  
111 SW OAK ST #200  
PORTLAND, OR 97204  
503.425.1147  
CONTACT: AARON MAPLES

**AQUATICS**  
COUNSLMAN HUNSAKER  
2888 LOKER AVENUE E, SUITE 110  
CARLSBAD, CA 92010  
310.734.2282  
CONTACT: JEFF PROSSWIMMER

**SITE PLAN SHEET NOTES**

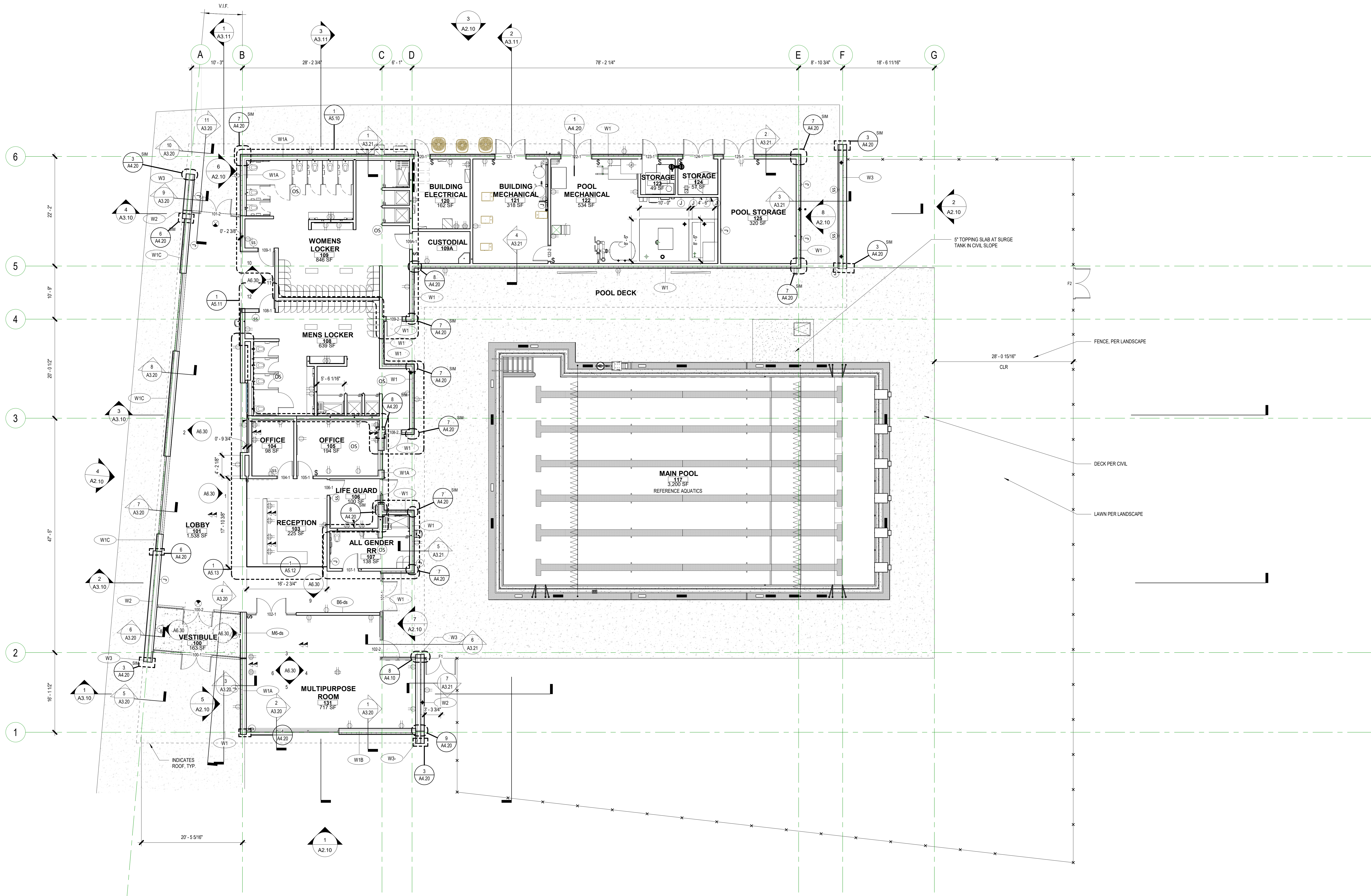
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3. CIVIL AND LANDSCAPE SHOW FOR REFERENCE ONLY. SEE CIVIL AND LANDSCAPE FOR COMPLETE CIVIL AND LANDSCAPE SCOPE.
4. REFERENCE ELECTRICAL FOR SITE LIGHTING AND POWER.



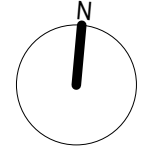
**NOT FOR  
 CONSTRUCTION**



NOT FOR CONSTRUCTION



**1 | LEVEL 01 - FLOOR PLAN**  
A1.00 1/8" = 1'-0"



10/19/2019

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Revisions to Sheet	No.	Revision	Date

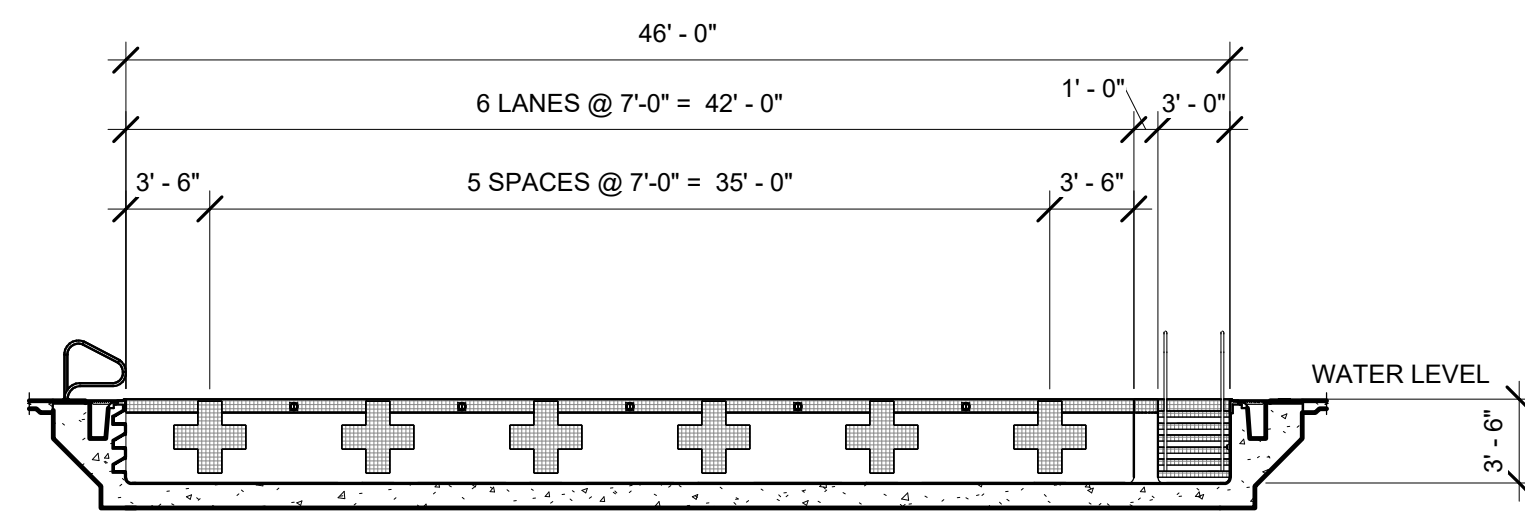
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Date: **07/19/2022**

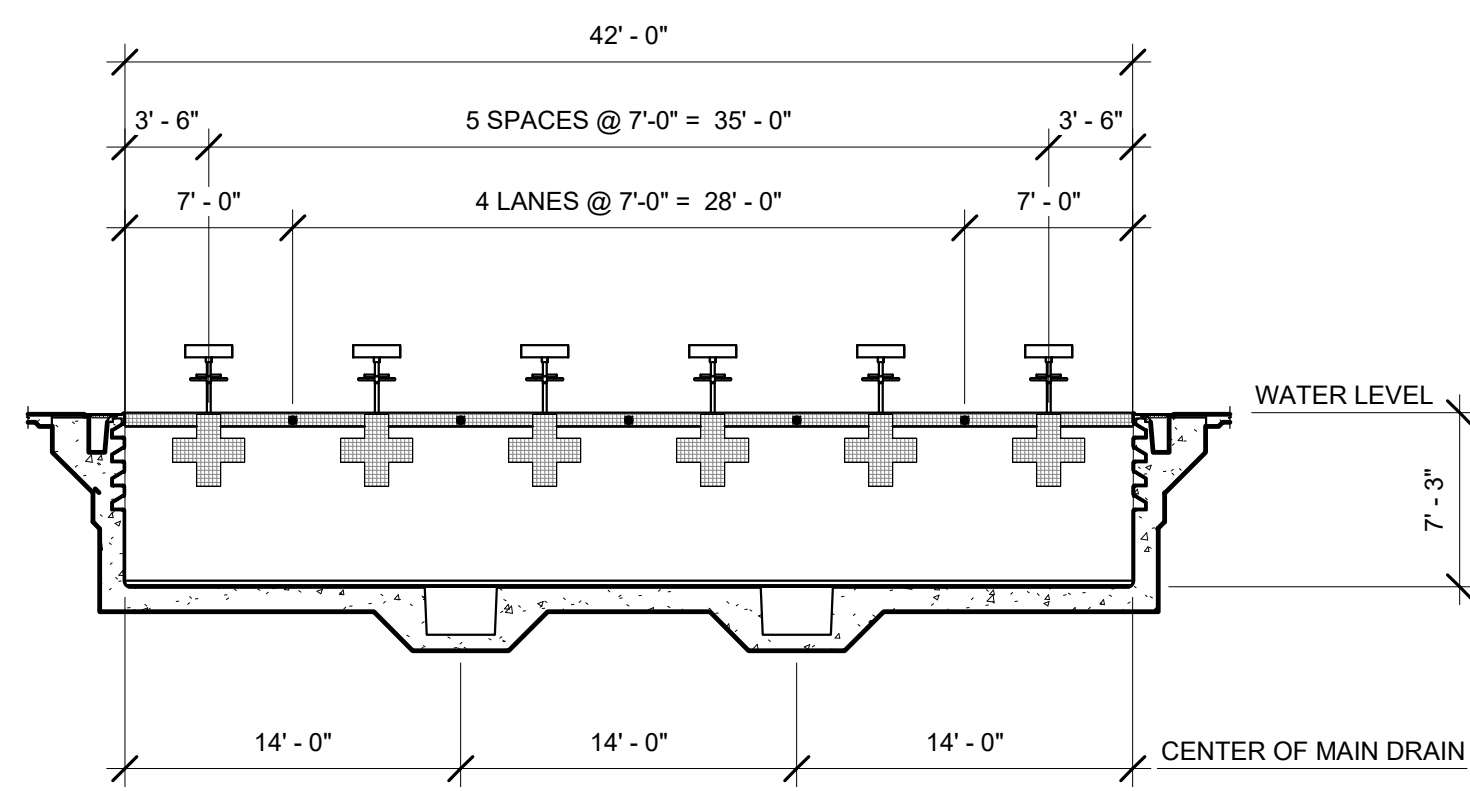
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Sheet No.  
**A1.00**

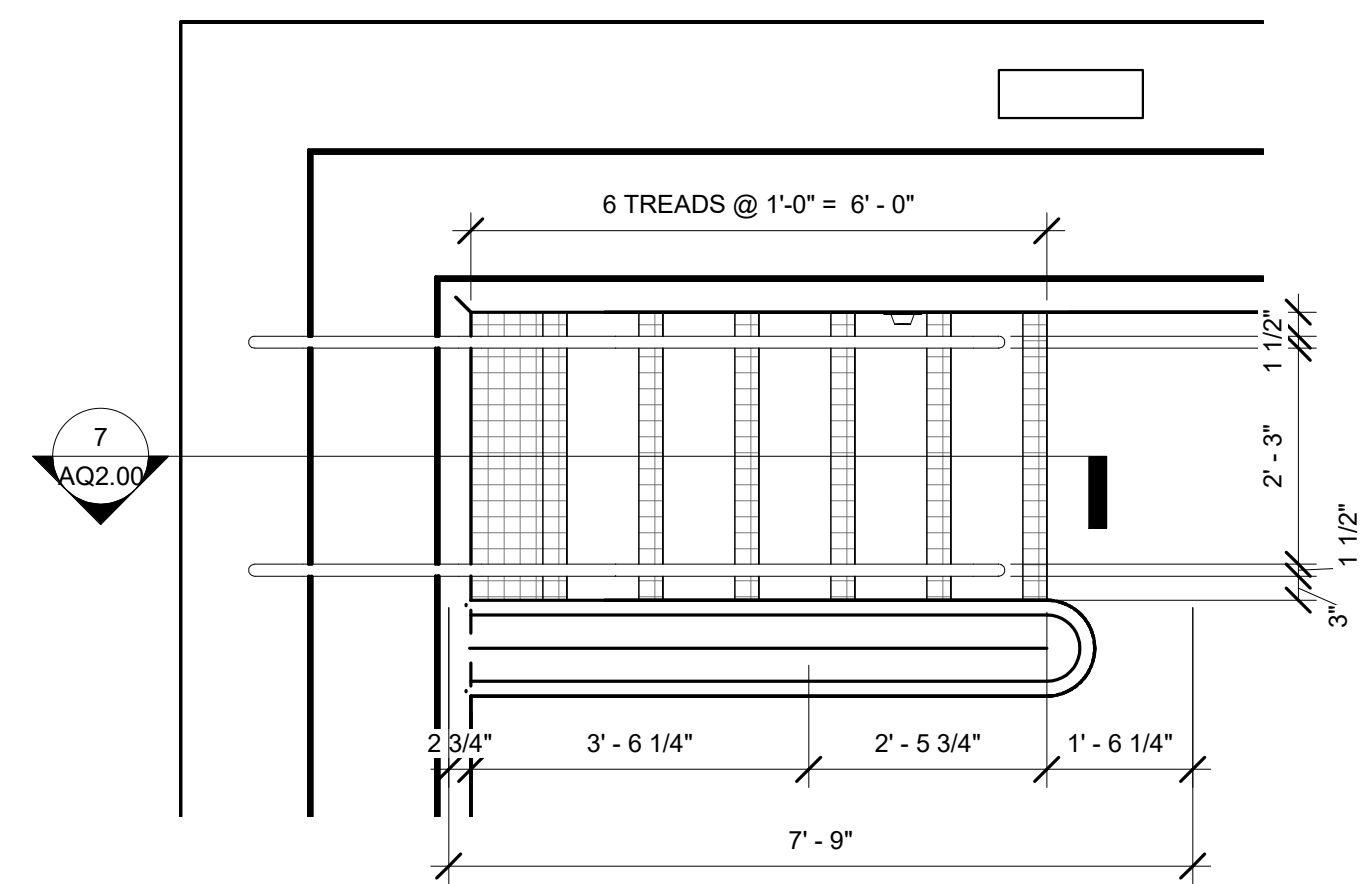
Job No.  
**4845-01**



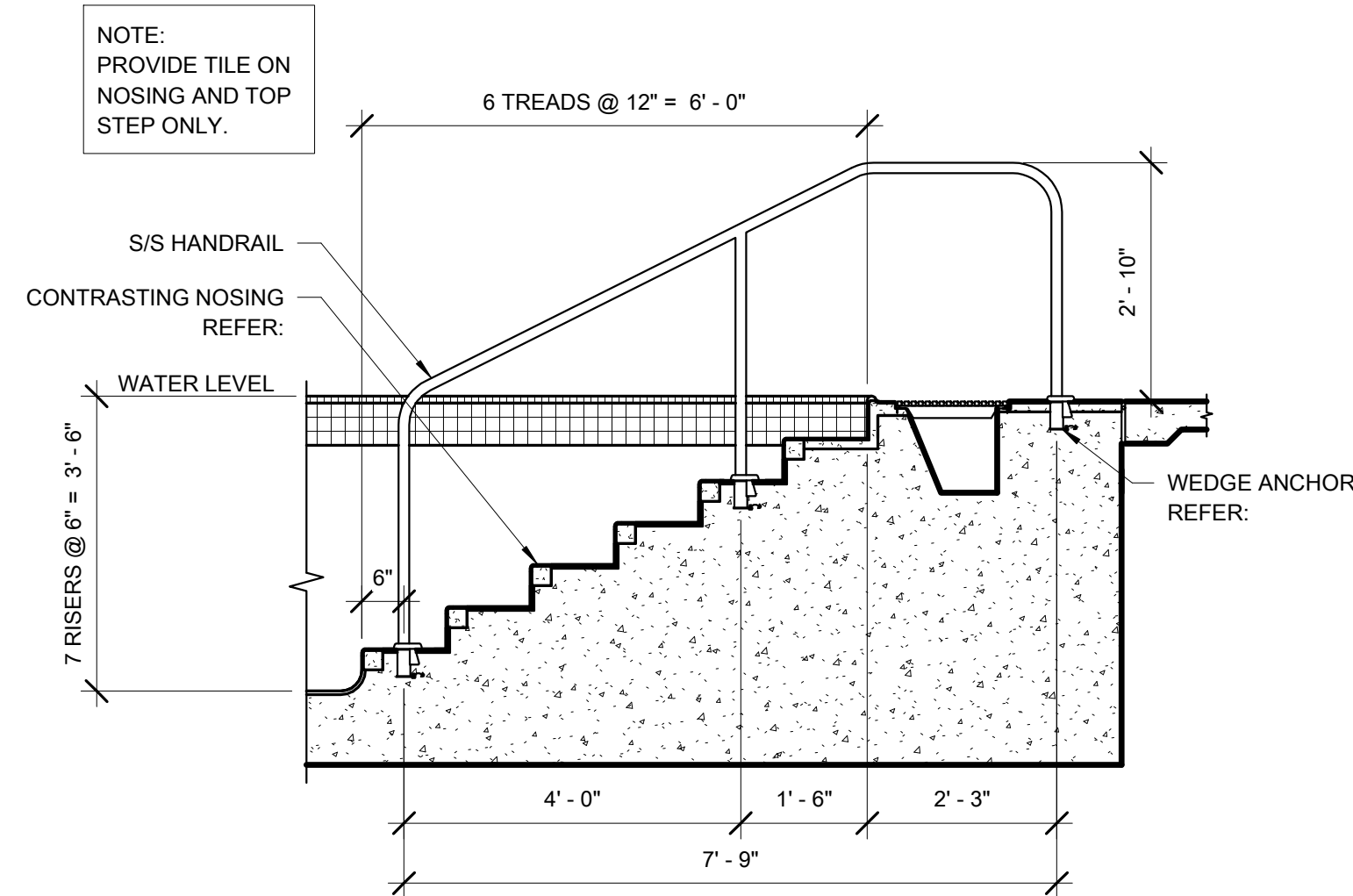
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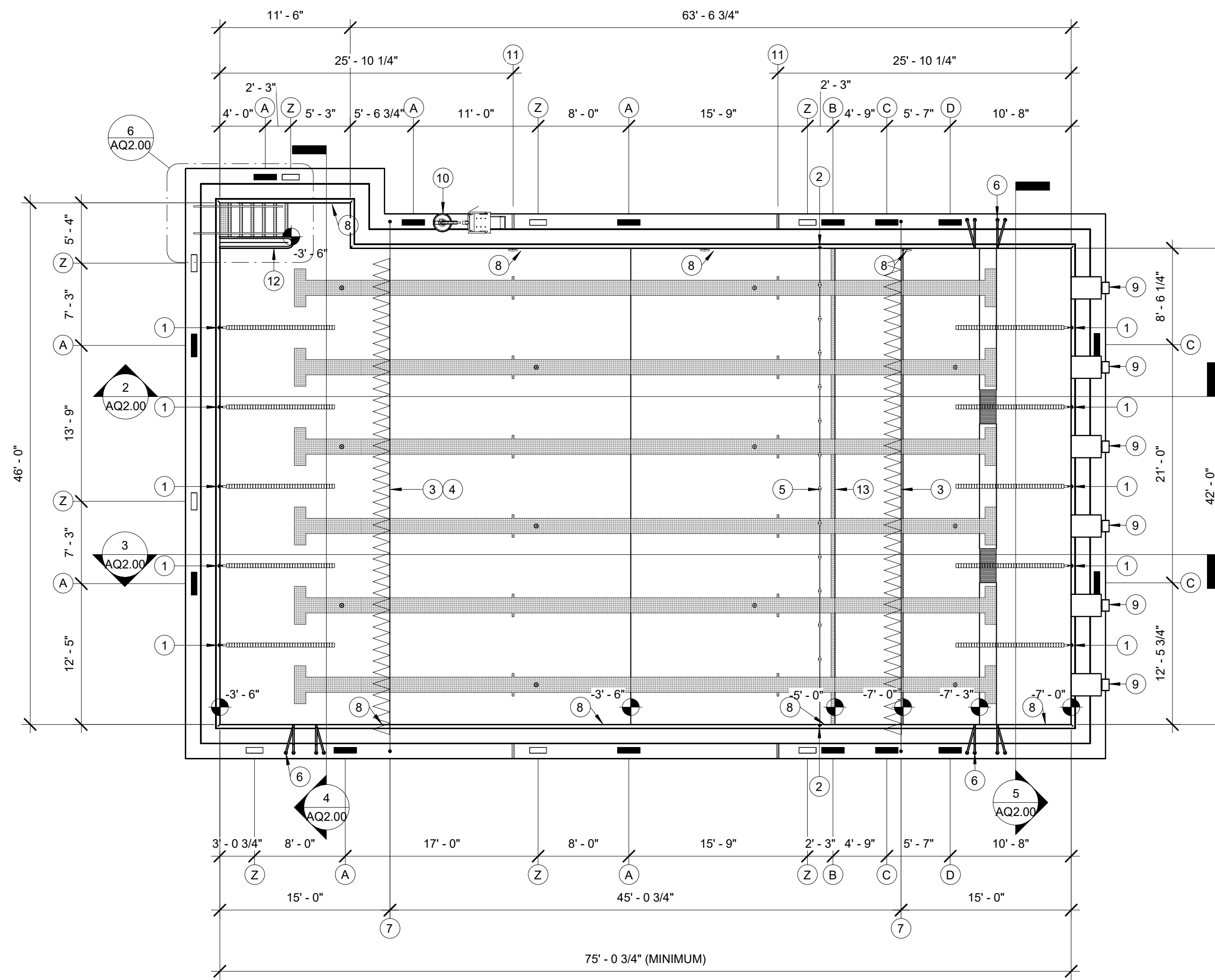
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1/8" = 1'-0"



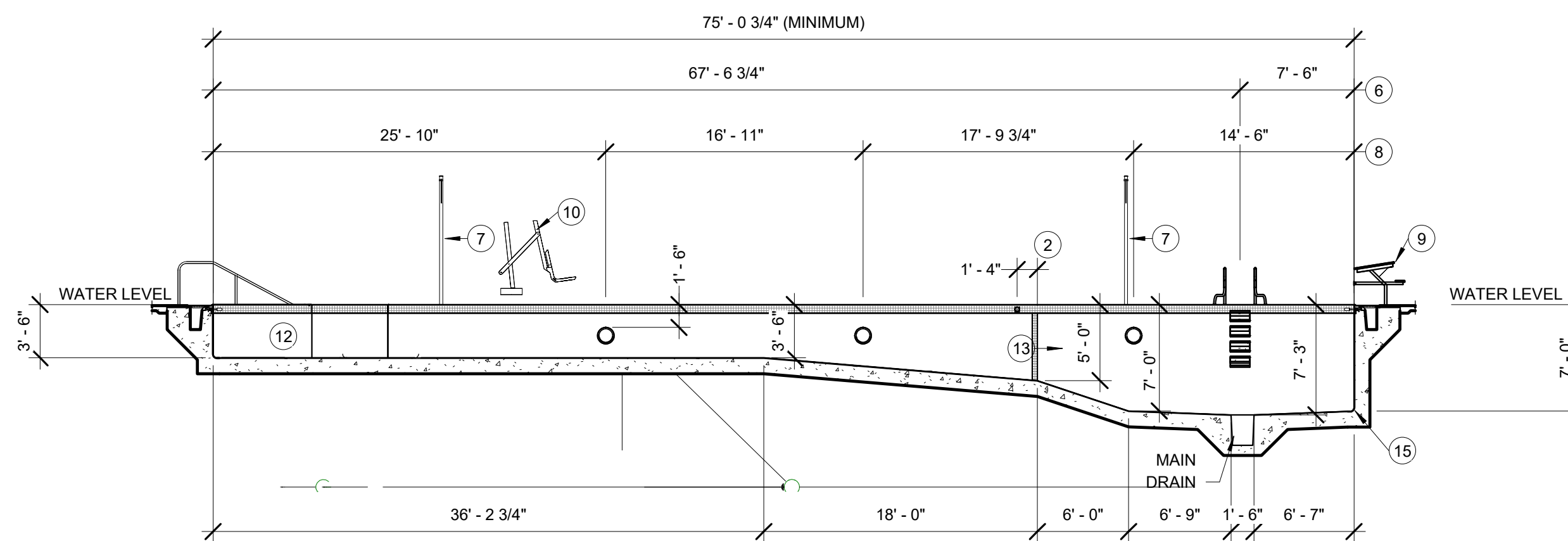
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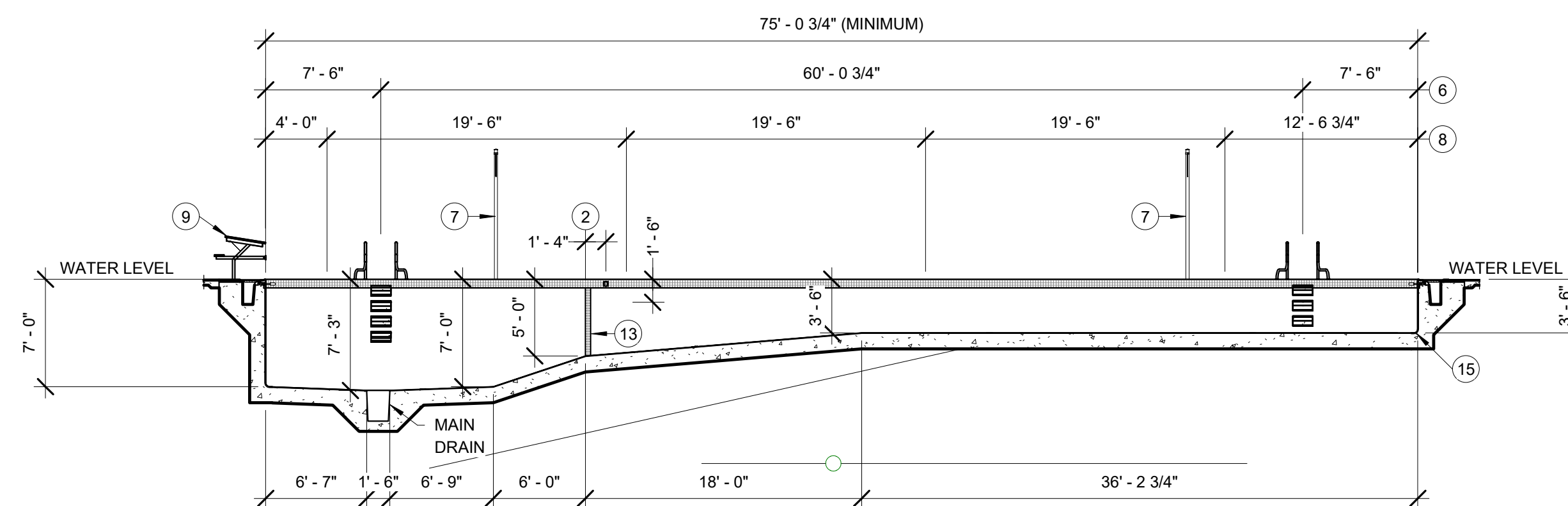
7 STAIR SECTION  
1/2" = 1'-0"



1 POOL PLAN  
1/8" = 1'-0"



2 POOL SECTION  
1/8" = 1'-0"



3 POOL SECTION  
1/8" = 1'-0"

DEPTH AND WARNING SIGNAGE SCHEDULE	
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(B)	5FT 6IN
(C)	7FT 6IN
(D)	7FT 3IN
(Z)	NO DIVING Ⓢ

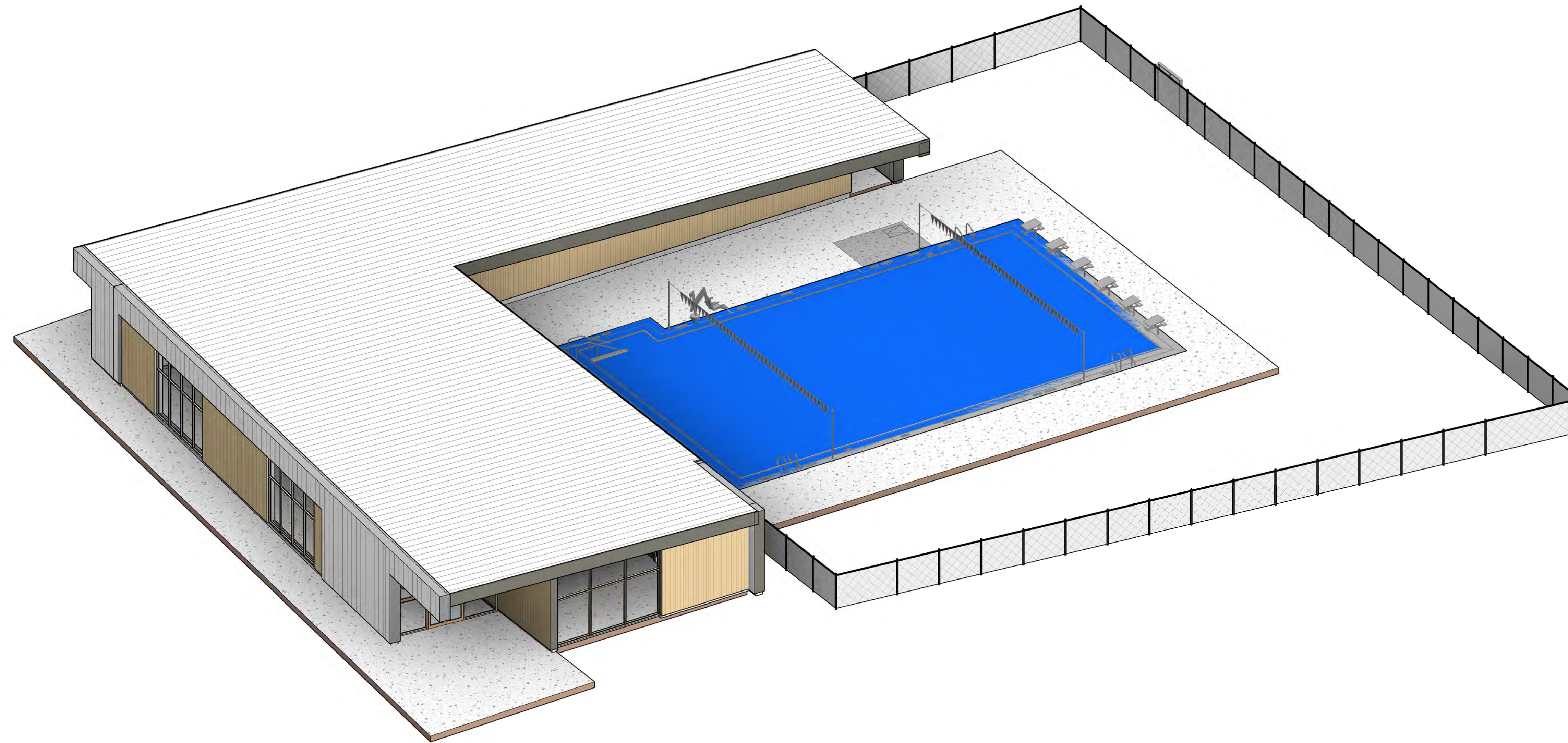
NOTE: REFER: 9/AQ2.01 FOR DETAIL.

POOL EQUIPMENT SCHEDULE	
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2	SAFETY ROPE CUP ANCHOR REFER: 2 / AQ2.01
3	BACKSTROKE PENNANT
4	FALSE START ROPE
5	SAFETY ROPE
6	GRAB RAILS & RECESSED STEPS REFER: 13 / AQ2.01
7	STANCHION POST & ANCHOR REFER: 11 / AQ2.01
8	UNDERWATER LIGHT REFER: 11 / AQ2.01
9	DECK MOUNTED STARTING PLATFORM & ANCHOR REFER: 10 / AQ2.01
10	POOL LIFT & ANCHOR REFER: 14 / AQ2.01
11	RESURFACING MARKER REFER: 12 / AQ2.01
12	WING WALL REFER: 4 / AQ2.01
13	4" CONTRASTING TILE BAND COLOR BY ARCHITECT
14	WALL TARGET REFER: 12 / AQ2.01
15	POOL COVE REFER: 3 / AQ2.01





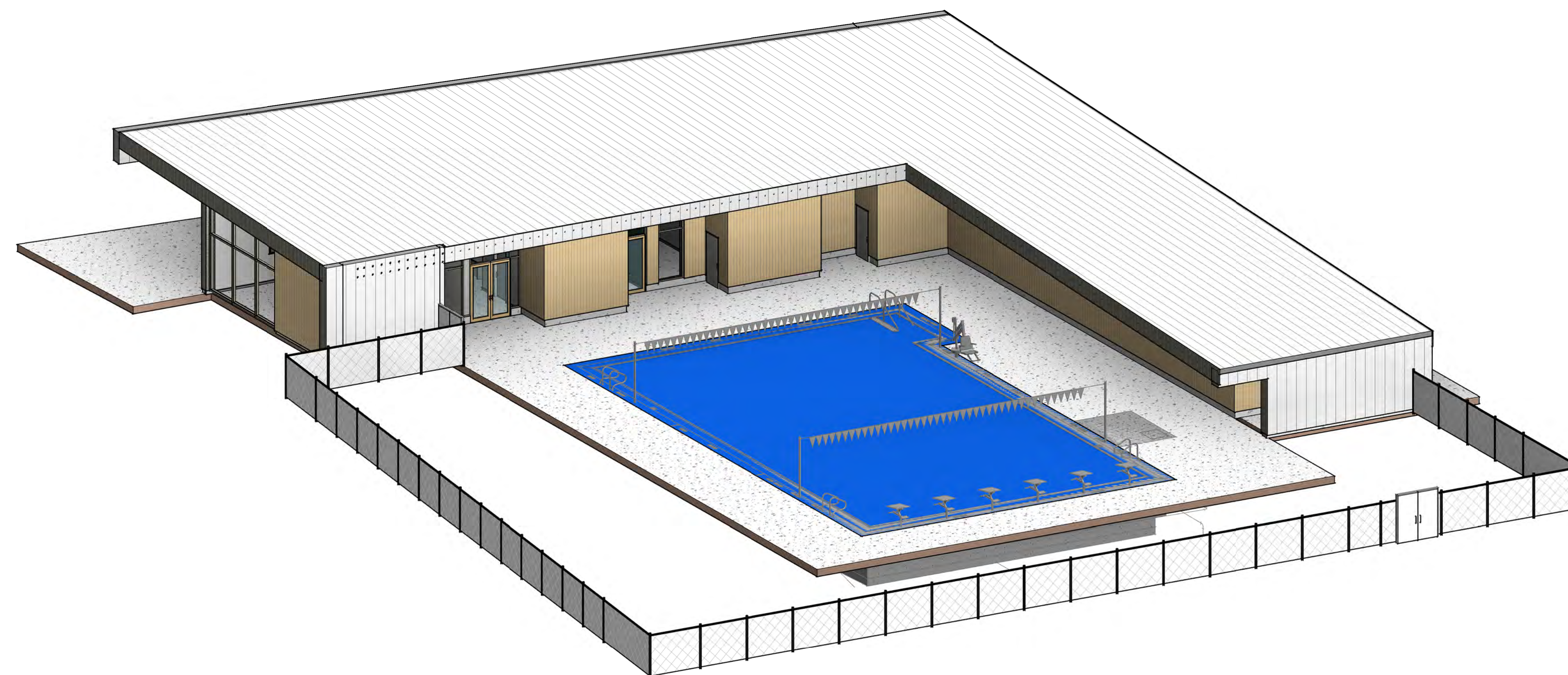
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1 | AXONOMETRIC\_ARCH SHEETS\_01  
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FOR REFERENCE ONLY

NOT FOR  
CONSTRUCTION



2 | AXONOMETRIC\_ARCH SHEETS\_02  
A2.20

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Revisions to Sheet

No.	Revision	Date

Status: 75% CD SET

Date: 07/19/2022

Sheet Title  
**EXTERIOR 3D  
VIEWS**

Sheet No.

**A2.20**

Job No.

**4845-01**

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VIEWS FOR REFERENCE ONLY



NOT FOR  
CONSTRUCTION

06/07/2018

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Revisions to Sheet  
No. Revision Date

Status: 75% CD SET

Date: 07/19/2022

Sheet Title  
EXTERIOR 3D  
VIEWS

Sheet No.

A2.21

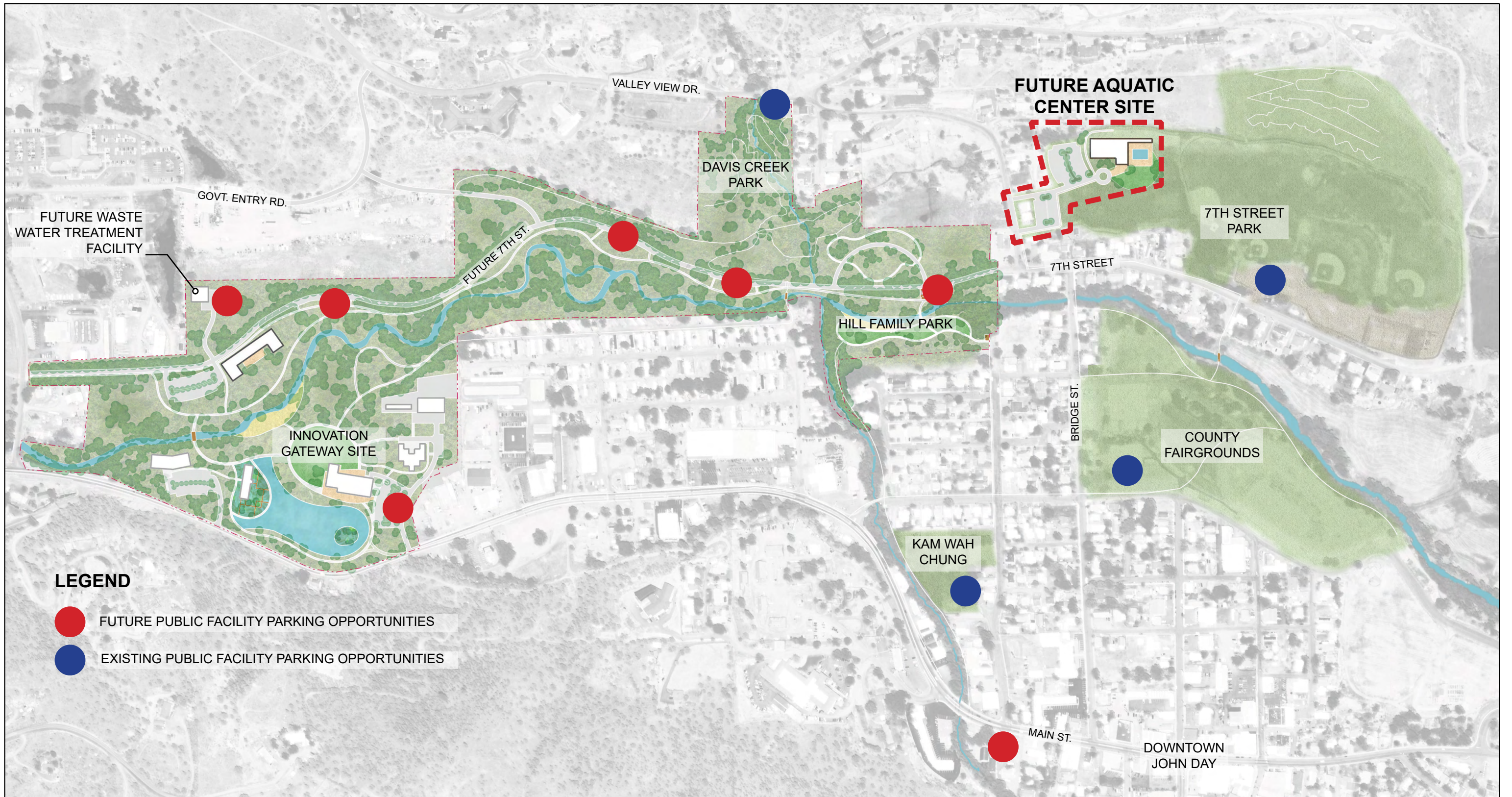
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Exhibit B  
Land Use Site Plan

[attached]

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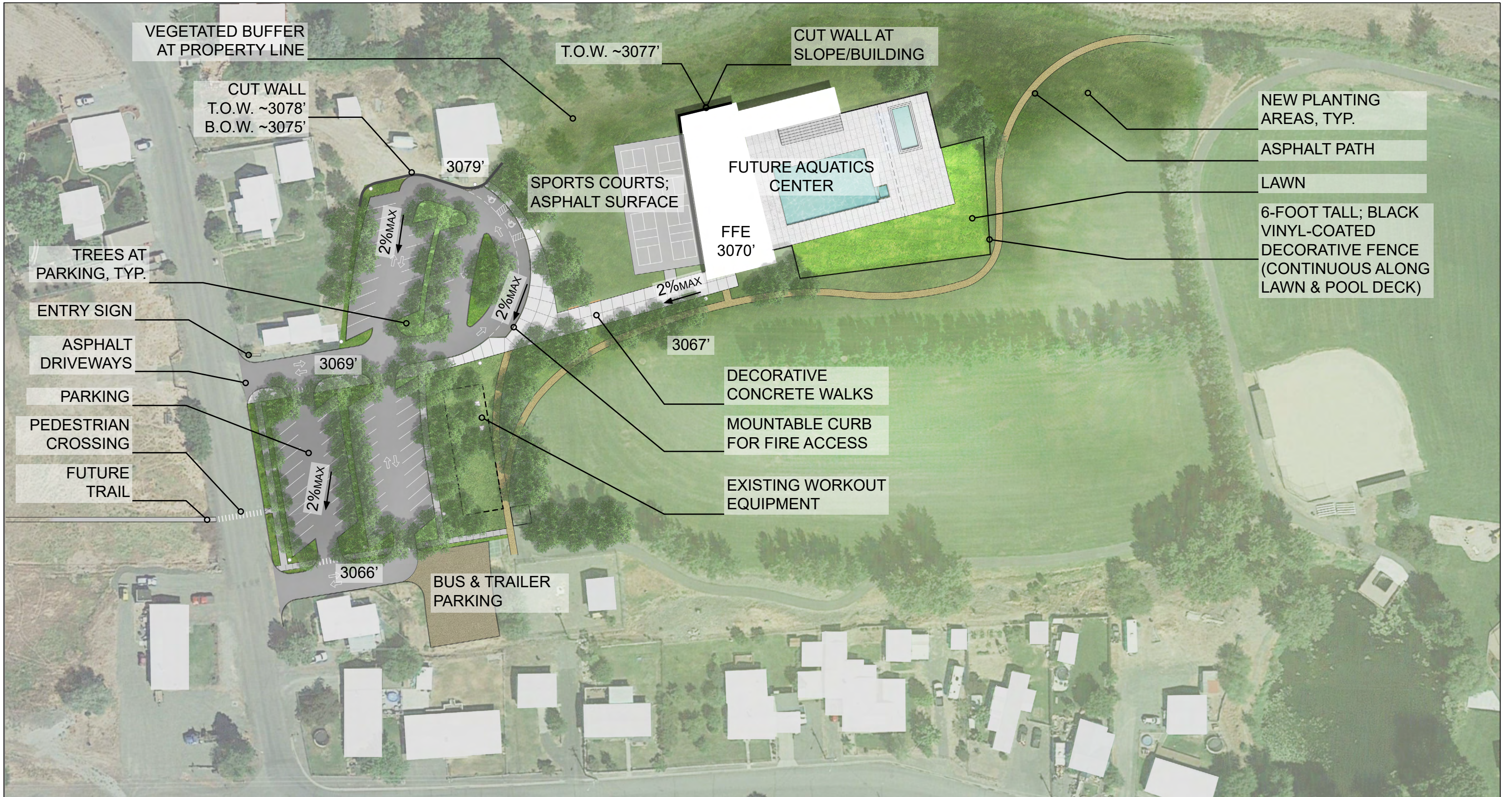
# CONTEXT PLAN & FUTURE PARKING OPPORTUNITIES

JDCCR AQUATIC CENTER | 09/17/21

APPLICATION FOR LAND USE REVIEW







# SITE PLAN

JDCCR AQUATIC CENTER | 09/17/21

APPLICATION FOR LAND USE REVIEW

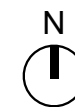


Exhibit C  
Project Construction Budget

[attached]

DRAFT

<b>JDCC Aquatic Center</b> John Day, Oregon opsis Architecture Portland, Oregon Schematic Design Probable Cost Estimate 1.2	<b>ACC Cost Consultants, LLC</b> Seth J. Pszczolkowski 8060 SW Pfaffle Street, Suite 110 Tigard, Oregon 97223-8489 Phone: (503) 718-0075 www.ArchCost.com	Estimate Date: 02-Mar-22 Document Date: 10-Feb-22 Print Date: 02-Mar-22 Print Time: 9:49 AM Constr. Start: Sept. 2022
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<b>DIRECT CONSTRUCTION COST SUMMARY</b>
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Component	Area	\$ / SF	Total
Building Estimate	6,600 sf	\$766.85 /sf	\$5,061,191
Site Work Estimate			\$1,599,063
1.5% G.E.T. - Allowance			\$99,904
<b>TOTAL DIRECT CONSTRUCTION COST</b>	6,600 sf	\$1,024.27 /sf	<b>\$6,760,157</b>
Budget			\$6,225,400
Indicated Surplus / (Deficit)			(\$534,757)

<b>JDCC Aquatic Center</b> John Day, Oregon opsis Architecture Portland, Oregon Schematic Design Probable Cost Estimate 1.2	<b>ACC Cost Consultants, LLC</b> Seth J. Pszczolkowski 8060 SW Pfaffle Street, Suite 110 Tigard, Oregon 97223-8489 Phone: (503) 718-0075 www.ArchCost.com		Estimate Date: 02-Mar-22
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<b>SUMMARY</b>	<b>Base Building</b>	<b>Site Work</b>	<b>Total</b>
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<b>DIRECT CONSTRUCTION COSTS</b>	<b>\$ / sf</b>	<b>Cost</b>	<b>Cost</b>	
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Area		6,600 sf				
02   EXISTING CONDITIONS		\$0.00	\$0	\$14,261	\$14,261	
03   CONCRETE		28.98	191,249		191,249	
04   MASONRY		11.31	74,665		74,665	
05   METALS		2.96	19,545		19,545	
06   WOOD, PLASTICS & COMPOSITES		54.96	362,709		362,709	
07   THERMAL & MOISTURE PROTECTION		78.75	519,745		519,745	
08   OPENINGS		40.14	264,945		264,945	
09   FINISHES		35.00	231,031		231,031	
10   SPECIALTIES		7.27	47,999		47,999	
11   EQUIPMENT		0.04	275		275	
12   FURNISHINGS		0.49	3,240		3,240	
13   SPECIAL CONSTRUCTION		0.00	0		0	
14   CONVEYING EQUIPMENT		0.00	0		0	
21   FIRE SUPPRESSION		8.41	55,535		55,535	
22   PLUMBING		91.21	601,969		601,969	
23   HVAC		41.73	275,445		275,445	
26   ELECTRICAL		54.48	359,548		359,548	
27   COMMUNICATIONS		2.57	16,983		16,983	
28   ELECTRONIC SAFETY & SECURITY		2.53	16,698		16,698	
31   EARTHWORK		5.30	34,951	207,895	242,846	
32   EXTERIOR IMPROVEMENTS		151.36	998,979	393,317	1,392,296	
33   UTILITIES				613,639	613,639	
<b>SUB-TOTAL</b>		<b>\$617.50</b>	<b>\$4,075,511</b>	<b>\$1,229,112</b>	<b>\$5,304,623</b>	
	Bldg	Site				
Estimating / Design Contingency	5.00%	10.00%	30.88	203,776	122,911	326,687
Index To Construction Start	2.92%	2.92%	18.91	124,813	39,434	164,247
General Conditions / Insurance / Bond	10.50%	10.50%	70.07	462,430	146,103	608,533
General Contractor OH & Profit	4.00%	4.00%	29.49	194,661	61,502	256,164
<b>TOTAL DIRECT CONSTRUCTION COST</b>			<b>\$766.85</b>	<b>\$5,061,191</b>	<b>\$1,599,063</b>	<b>\$6,660,253</b>

Exhibit D

Declaration of Official Intent to Reimburse Capital Costs with State of Oregon Lottery Revenue Bonds

[attached]

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# Declaration of Official Intent to Reimburse Capital Costs with State of Oregon Lottery Revenue Bonds

Declaration 015  
2021-23 Biennium

**Section 1.** The Oregon Department of Administrative Services, Capital Finance and Planning Section (“DAS”) reasonably expects to issue Lottery Revenue Bonds, by and through the Oregon State Treasury (the “Issuer”), authorized by ORS 286A.560 – 286A.585 and Oregon Laws Chapter 658, Section 2 (2021) and Chapter 682, Section 31 (2021) to finance a grant from the Department of Administrative Services (the “Agency”) to the City of John Day (the “Grantee”) for expenditures related to the construction of an aquatics center (the “Project”).

**Section 2.** The Issuer reasonably expects that the Grantee may make certain expenditures on the Project prior to the issuance of the Lottery Revenue Bonds and therefore makes this Declaration of Official Intent to Reimburse to preserve the ability of the Issuer to reimburse the Grantee for such expenditures from the proceeds of the Lottery Revenue Bonds.

**Section 3.** This Declaration of Official Intent to Reimburse is made pursuant to Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury.

**Section 4.** The maximum principal amount of Lottery Revenue Bonds expected to be issued for the Project is \$2,215,000.

Adopted this 22<sup>nd</sup> day of October, 2021

Oregon Department of Administrative Services  
Capital Finance & Planning Section (CFPS)

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Jean Gabriel, CFPS Manager



CITY OF  
**JOHN DAY**

mayor  
Ron Lundbom

city manager  
Nicholas Green

secretary  
Chantal DesJardin

council  
Shannon Adair  
Gregg Haberly  
Dave Holland  
Steve Schuette  
Elliot Sky  
Paul Smith

October 21, 2021

Department of Administrative Services  
Chief Financial Office  
Capital Finance & Planning Manager  
155 Cottage Street NE  
Salem, OR 97301

**Re: Request for Declaration of Official Intent to Reimburse Capital Costs with Lottery Revenue Bonds**

Dear Ms. Gabriel, DAS Capital Finance Manager:

The City of John Day requests that Capital Finance and Planning prepare and execute a *Declaration of Official Intent to Reimburse Capital Costs with Lottery Revenue Bonds* for the grantee's project **John Day Aquatics Center**.

Based on the planned timing of bond sales to finance this project, the grantee would like to begin the project prior to the time bond proceeds are expected to be available. Therefore, the grantee would like to pay for project costs using its own resources and then reimburse itself for the expenditures after the bonds are issued. The grantee understands that Lottery Revenue bond proceeds can only be used for capital expenditures; that is, costs that are capitalized to an asset.

This project has been authorized for bond financing by the Legislature through 2021 SB 5534, section 31. The total amount of bonds authorized for the project is \$2,000,000. As authorized in the lottery revenue bond bill, the project description and scope includes funding for the construction of an aquatics center in John Day, OR.

If you have any questions about this request, please feel free to contact Nicholas Green, City Manager.

Sincerely,

Signature of Authorized Official