

RESOLUTION NO. 08-2022

A RESOLUTION OF JOHN DAY/CANYON CITY PARKS AND RECREATION DISTRICT CALLING ANOTHER MEASURE ELECTION TO SUBMIT TO DISTRICT'S ELECTORS THE QUESTION OF AUTHORIZING NO MORE THAN \$4,000,000.00 OF GENERAL OBLIGATION BONDS TO FINANCE CAPITAL COSTS FOR A POOL FACILITY; DECLARING DISTRICT'S INTENT TO REIMBURSE ITSELF WITH BOND PROCEEDS FOR QUALIFYING POOL FACILITY RELATED EXPENDITURES; AUTHORIZING ACCEPTANCE OF A DEPARTMENT OF ADMINISTRATIVE SERVICES GRANT FOR \$2,000,000.00; AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DISTRICT AND CITY OF JOHN DAY; APPROVING APPLICATION FOR ADDITIONAL GRANT FUNDS; AND RELATED MATTERS.

WHEREAS, the Board of Directors (the "Board") of the John Day/Canyon City Parks and Recreation District ("District"), an Oregon special district, determined the need to issue bonds to finance capital costs for the Gleason Pool replacement project (the "Project") through Resolution 02-2022, which passed unanimously at a meeting of the Board held on February 22, 2022; and

WHEREAS, ballot measure 12-80 referred to District voters failed by a zero-vote margin, with 802 voters in favor of the measure and 802 opposed; and

WHEREAS, with the demolition and sale of Gleason Park and Pool, Grant County will now go without a public pool unless the measure is referred to the voters again; and

WHEREAS, District voters may have been misled by a prominently displayed slogan stating "Redo Not Brand New," which purported the City of John Day ("City") would redo Gleason Pool if District's ballot measure failed; and

WHEREAS, the Board finds the demolition of Gleason Pool and sale of the Gleason Park Property sufficient evidence to clearly refute this claim in the eyes of District voters who may vote in the upcoming November 8, 2022 election; and

WHEREAS, a Change.org petition requesting "Another Chance to Vote for Grant County Pool" with over 300 signatures was submitted to the Board, demonstrating strong support for the Board to refer another measure to District voters; and

WHEREAS, City's city council and John Day residents have invested significant time, money and effort in support of the Project and have also written to the Board to request the measure be referred again to their voters; and

WHEREAS, District and City still desire to enter into an intergovernmental agreement under ORS 190.010 (the "Intergovernmental Agreement") concerning Project financing, construction, operations, and maintenance; and

WHEREAS, District and City are beneficiaries and co-recipients of a certain Oregon State Lottery revenue bond grant award of \$2,000,000.00 for Project construction as authorized under Oregon Senate Bill 5534 (Lottery Bond Bill) and Oregon House Bill 5006 (Omnibus Bill) from the 2021 Oregon Legislative Session; and

WHEREAS, these grant funds will be forfeit if District and City do not construct a pool;

NOW, THEREFORE, BE IT RESOLVED, John Day/Canyon City Parks and Recreation District board of directors resolve as follows:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted, and those findings stated in Resolution 02-2022 applicable to this Resolution are hereby adopted, which are that:

- a. ORS 266.512 limits the amount of park and recreation general obligation bonds issued and outstanding at any one time to two and one-half percent (2.5%) of the real market value of all taxable property of the District, and issuing the bonds (the "Bonds") described in this Resolution 02-2022 (this "Resolution") will not cause District to exceed this limited; and
- b. The proposed Bonds will bear low interest rates because the Bonds are expected to pay "tax-exempt" interest (i.e., interest that is excluded from gross income under 26 U.S.C. § 103 (I.R.C. § 103));
- c. District may spend money on the Project from its general fund before District issues the Bonds, and 26 C.F.R. § 1.150-2 (Treasury Regulation § 1.150-2) requires District to declare its intent to reimburse itself for amounts that District spends before the Bonds are issued if District wishes to reimburse itself for such expenditures from Bond proceeds; and
- d. ORS 266.480 to 266.512 authorizes District to contract bonded indebtedness to provide funds to finance Project costs and bond issuance costs subject to voter approval.

2. Measure Election. The measure election is hereby called for the purpose of submitting to District's electors the question of issuing the Bonds (i.e., general obligation bonds) in the name of District in a principal amount not to exceed \$4,000,000.00. Bond proceeds will be used to finance the Project. The Board hereby authorizes and approves the ballot title concerning the Bonds in the form attached hereto as Exhibit A (Form SEL 805, the "Ballot Title"), to submit the Ballot Title [and explanatory statement, if required], and to execute any documents and take any other action necessary or desirable to facilitate the measure election.

3. Measure Date. The measure election hereby called will be held in District on November 8, 2022. The Authorized Representative shall cause Form SEL 805 to be delivered to the Election Officer of Grant County, Oregon (the "Election Officer") not later than August 19, 2022 (eighty-one (81) days prior to the election date). The Authorized Representative shall also cause Form SEL 803 to be delivered to the Election Officer not later than September 8, 2022 (sixty-one (61) days prior to the election date).

4. Lottery Revenue Bonds Grant Agreement. The Board hereby reauthorizes and reapproves District to be a co-recipient with City pursuant to the terms of a certain State of Oregon Lottery Revenue Bonds Grant Agreement substantially in the form attached hereto as Exhibit B (the "Grant Agreement"). Lisa Weigum (Budget Officer) and/or Zach Williams (Board Chair) (individually and collectively, the "Authorized Representative(s)") are each authorized to negotiate and sign the Grant

Agreement for and on behalf of District provided the terms of the Grant Agreement contain terms and conditions reasonably acceptable to the Authorized Representatives.

5. Intergovernmental Agreement. The Board hereby reauthorizes and reapproves the Intergovernmental Agreement substantially in the form attached hereto as Exhibit C. The Authorized Representatives are each authorized to negotiate and sign the Intergovernmental Agreement for and on behalf of District provided the terms of the Intergovernmental Agreement contain terms and conditions reasonably acceptable to the Authorized Representatives.

6. LGGP Grant. The Board approves reapplication for not more than \$750,000.00 in additional grant proceeds under the Program. The Authorized Representatives are each authorized to apply for the Grant under the Program and to negotiate and sign all Grant agreements, documents, and instruments for and on behalf of District provided the terms of the Grant agreements, documents, and instruments contain terms and conditions reasonably acceptable to the Authorized Representatives.

7. Reimbursement. District hereby declares its official intent under 26 C.F.R. § 1.150-2 (Treasury Regulation § 1.150-2) to reimburse itself from Bond proceeds for all allowable amounts District expends on the Project before the Bonds are issued.

8. Bond Counsel; Advisory Services. The Board hereby reauthorizes and reappoints the law firm of Hawkins Delafield & Wood LLP to serve as bond counsel with respect to issuance of the Bonds. Special Districts Association of Oregon, an Oregon nonprofit corporation, is hereby reappointed to serve as District's advisor with respect to the Bond issuance.

9. General Authorization. Each Authorized Representative is reauthorized to sign and deliver all agreements, documents, and/or instruments and to take or cause to be taken all other acts on behalf of District that the Authorized Representatives deem necessary or appropriate to effect and carry out the intent of the above resolutions. All acts previously taken by an Authorized Representative for and on behalf of District to effect and carry out the intent of the above resolutions are approved, ratified, and confirmed, provided the acts were not inconsistent with District's organizational documents and/or applicable Oregon law.

10. Miscellaneous. All pronouns contained in this Resolution 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. The provisions of this Resolution are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by order of the Board to cure editorial and/or clerical errors.

APPROVED, ADOPTED, AND MADE EFFECTIVE by the Board on August ____, 2022.

By: Zach Williams, Chair

ATTEST:

By: Lisa Weigum

Exhibit A

Form of Ballot Title – SEL Form 805

[attached]

Request for Ballot Title Preparation or Publication of Notice

SEL 805

rev 08/21
OAR 165-014-0005

No later than the **81st day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

Filing Information

Election Date

Authorized Official

Contact Phone

Email Address

Referral Information

Title, Number or other Identifier

This Filing is For

Drafting of Ballot Title Attach referral text.

Publication of Notice Ballot title below.

Ballot Title Additional requirements may apply

Caption 10 words which reasonably identifies the subject of the measure.

Question 20 words which plainly phrases the chief purpose of the measure.

Summary 175 words which concisely and impartially summarizes the measure and its major effect.

By signing this document:

→ I hereby state that I am authorized by the county or city governing body, or district elections authority to submit this Request for Ballot Title – Preparation or Publication of Notice.

Signature

Date Signed

Exhibit B

State of Oregon Lottery Revenue Bonds Grant Agreement

[attached]

**STATE OF OREGON LOTTERY REVENUE BONDS
GRANT AGREEMENT**
(Governmental Entity – Reimbursement)

Grantee: City of John Day
Successor Grantee: John Day/Canyon City Parks and Recreation District
Project Name: John Day Aquatic Center
Lottery Bonds Series Number: 2023 Series A

This Grant Agreement (“Agreement”), is made by the State of Oregon, acting by and through its Department of Administrative Services (“DAS”), and both the City of John Day (“Grantee”) for financing of the project referred to above and described in Exhibit A (the “Project”), and the John Day/Canyon City Parks and Recreation District (“Successor Grantee”) which will own and operate the Project after the Project is complete and the City of John Day transfers the Project to the Successor Grantee. This Agreement becomes effective only when fully signed and approved as required by applicable law, and shall expire on the date of the last disbursement of the funds provided under this Agreement or the third anniversary date of the sale of the bonds funding this Agreement, whichever is earlier. This Agreement includes the following exhibits, incorporated into and made a part of this Agreement:

- Exhibit A: Project Description
- Exhibit B: Project Budget
- Exhibit C: Reimbursement Request Form
- Exhibit D: Declaration of Official Intent to Reimburse Project Costs

SECTION 1 – DEFINITIONS OF KEY TERMS

The following capitalized terms have the meanings assigned below.

“Bond Counsel” means a law firm that serves as bond counsel to the State because it has knowledge and expertise in the field of municipal law and issues opinions that are generally accepted by purchasers of municipal bonds.

“Bonds” means the State of Oregon Lottery Revenue Bonds 2023 Series A issued pursuant to Senate Bill 5534, codified at 2021 Oregon Laws Chapter 682, section 31, a portion of the sale proceeds of which are funding the Grant.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Date of Issuance” means the date the Bonds are issued, which is expected to be April 5, 2023.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Grant Amount” means an amount of proceeds from the sale of the Bonds, not to exceed \$ 2,000,000.

“Preliminary Expenditures” means costs such as architectural, engineering, surveying, soil testing, and similar costs for the Project that, in the aggregate, are not in excess of 20% of the Grant Amount. Costs of land acquisition, site preparation and similar costs incident to commencement of construction are NOT preliminary expenditures.

“Private Person” means any person or entity other than a state or local governmental unit or an individual not acting in a trade or business. Accordingly, a Private Person would include the federal government, for-profit organizations, non-profit organizations, and individuals who are acting in a trade or business capacity.

“Private Use” means, subject to certain exceptions, the use of a portion or all of the Project by a Private Person if such use is other than as a member of the general public. Private Use can include ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management contract, service or incentive payment contract, output contract, naming rights contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use by employees of the Grantee solely in their capacity as employees ordinarily will not be considered Private Use.

“Project” means the project described in Exhibit A.

“Project Budget” means the budget for the Project described in Exhibit B.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Date” means the date on which Grantee completes the Project.

“Project Completion Deadline” means 36 months after the Date of Issuance of the Bonds issued to fund the Project Costs.

“Project Costs” means expenditures incurred by Grantee that are (a) reasonable, necessary and directly used for the Project, (b) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, and (c) eligible or permitted uses of the Grant under law and this Agreement. Project Costs do NOT include internal costs charged to the Project by Grantee or payments made to Related Parties, and also do NOT include loans or grants to be made to third parties. Project Costs may include the payment of principal due on Grantee’s financing for the Project if such payments and costs are documented by Grantee using the Reimbursement Request Form attached to this Agreement as Exhibit C and as provided by Section 3.B.(5) and otherwise meet the requirements of this Agreement, including Section 4.A-C.

“Related Parties” means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

“State” means the State of Oregon, acting by and through its agencies including but not limited to DAS, the Office of the State Treasurer and any other agency authorized to administer proceeds and payment of the Bonds.

SECTION 2 – FINANCIAL ASSISTANCE

DAS shall provide Grantee, and Grantee shall accept from DAS, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

SECTION 3 – REIMBURSEMENTS

- A. Reimbursement Requests. The Grant shall be disbursed to Grantee on an expense reimbursement or costs-incurred basis. Grantee must submit each disbursement request for some or all of the Grant Amount using the Reimbursement Request form attached to this Agreement as Exhibit C, containing the information and certifications shown in Exhibit C.
- B. Conditions to Disbursement. DAS has no obligation to disburse any of the Grant unless all of the following conditions are met on the date of disbursement:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made by Grantee in this Agreement are true and correct as if made on such date.
 - (3) The Bonds have been issued by the State.
 - (4) DAS, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments, allocation and other expenditure authority to authorize the disbursement.
 - (5) DAS (a) has received a completed Reimbursement Request from Grantee, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as DAS may require, (c) is satisfied that all items listed in the Reimbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Project Costs, and (d) has determined that the disbursement is only for costs defined as eligible Project Costs.
 - (6) DAS has received the following items in form and substance satisfactory to DAS:
 - a. This Agreement duly signed by an authorized officer of Grantee.
 - b. Such other certificates, documents, opinions and information as DAS may reasonably require.

(7) Any conditions to disbursement elsewhere in this Agreement or in the other financing documents for this Project are met.

- C. Disbursement by DAS. Upon satisfaction of the conditions set forth in Section 3.B, DAS shall disburse or cause to be disbursed some or all of the Grant Amount requested by Grantee.

SECTION 4 – USE OF GRANT FUNDS

- A. Use of Proceeds. The Grantee shall use the Grant only for the activities described in Exhibit A. Grantee shall use disbursements of the Grant only to reimburse itself for Project Costs in compliance with Grantee’s certifications in its Reimbursement Request. Grantee shall not use the Grant for land costs.
- B. Project Costs paid by Grantee before the Bonds are Issued. The Grant cannot be used for Project Costs that were paid more than 60 days before the earlier of the following two dates: (i) the Date of Issuance of the Bonds; and (ii) the date on which a Declaration of Official Intent to Reimburse Project Costs set forth in Exhibit D was executed. Preliminary Expenditures that can be capitalized to the Project are subject to restrictions imposed by 26 CFR 1.150-2(f)(2) but are not subject to the time limitations of this Section 4.B.
- C. Costs Paid for by Others. Grantee may not use any of the Grant to pay internal costs charged to the Project by Grantee or by Related Parties or to repay the interest owed for any interim financing for the Project.
- D. Earnings on Bond Proceeds. Any earnings on proceeds of the Bonds prior to disbursement will be retained by the State.
- E. Unexpended Proceeds. Grantee shall complete the Project on or before the Project Completion Deadline. Grantee shall immediately repay to DAS, unless DAS otherwise directs, any portion of the Grant disbursed to Grantee, and any interest earned by Grantee on the Grant disbursement, that are not used for Project Costs or that remain after the earliest of (i) the Project Completion Date, (ii) the date this Agreement has expired or is terminated; or (iii) the Project Completion Deadline.

SECTION 5 – REPRESENTATIONS AND WARRANTIES OF GRANTEE

Grantee represents and warrants to the State:

- A. Organization and Authority.
- (1) Grantee is a city validly created and existing under the laws of the State of Oregon.
 - (2) Grantee has all necessary right, power and authority under its applicable enabling statutes, code, ordinances or other Oregon law to (a) execute and deliver this

Agreement, (b) incur and perform its obligations under this Agreement, and (c) receive financing for and carry out the Project.

- (3) This Agreement has been duly authorized by a vote, resolution or other act of the governing body or officer of Grantee, is executed by an authorized representative of Grantee, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with its terms.
- B. Full Disclosure. Grantee has disclosed in writing to DAS all facts that may materially adversely affect the Project, or the ability of Grantee to perform all obligations required by this Agreement. Grantee has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Grant, the Project and this Agreement. The information contained in this Agreement is true and accurate in all respects.
- C. Pending Litigation. Grantee has disclosed in writing to DAS all proceedings, environmental or otherwise, pending (or to the knowledge of Grantee, threatened) against or affecting Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.
- D. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.
 - (2) Grantee has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Grantee to perform all obligations required by this Agreement.
- E. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Grantee is a party or by which the Project or any of Grantee's property or assets may be bound; (ii) violate any provision of the applicable enabling statutes, code, charter, ordinances or other Oregon law pursuant to which Grantee was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Grantee, the Project or Grantee's properties or operations.
- F. Governmental Consent. Grantee has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Agreement and undertaking and completion of the Project, including without limitation, all land use approvals and development permits required under local zoning or development ordinances, state law and federal law for the use of the land on which the Project will be located. "Land use approvals and development permits" includes, but is not limited to, any necessary "land use decision" or "limited land use decision" as those terms are defined by ORS 197.015(10) and (12).

- G. Project Budget. The Project Budget as described in Exhibit B represents the total cost of the Project based on contracts entered into or solicited by Grantee or Grantee's estimate of the labor and materials necessary to complete the Project.

SECTION 6 – COVENANTS OF GRANTEE

Grantee covenants as follows for so long as the Bonds and any obligations issued to refund the Bonds are outstanding:

- A. Compliance with Laws. Grantee shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement and the Project. These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.
- B. Project Reporting Obligations.
- (1) Promptly after completion of the Project and in no event later than the Project Closeout Deadline, Grantee shall furnish the State with a final report on Grantee's expenditure of the Grant; and
 - (2) Grantee shall provide such additional reports as the State may reasonably request from time to time, including information or documentation that the State determines is necessary to comply with arbitrage and private use restrictions that may apply to the Bonds.
- C. Real Property.
- (1) Legal title to all real property financed with the Grant shall be owned in fee simple by Grantee, free and clear of all encumbrances other than minor encumbrances. Grantee shall maintain a standard form of title insurance policy for the value of the purchase price of the property, and where appropriate will purchase endorsements to that policy in amounts to cover improvements. Where Grantee suffers a loss that is covered by title insurance, insurance proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance).
 - (2) Notwithstanding Section 6.C.(1), Grantee may transfer the Project and legal title to all real property financed with the Grant to Successor Grantee upon completion of the Project and a Certificate of Occupancy has been issued for the Project.
- D. Operation and Maintenance of the Project. Grantee agrees to construct the Project in accordance with the Project plans, specifications and budget and to contract with competent, properly licensed and bonded contractors and professionals in accordance with the Oregon Public Contracting Code and all other applicable federal, state and local laws regulating construction of the Project. Grantee agrees to have plans and specifications for the Project prepared by a licensed architect or licensed engineer and to

require that the Project meets applicable standards of survival in good condition. Prior to commencement of any Project construction, Grantee shall require the general contractor for the Project to procure and maintain in full force and effect throughout the entire time of construction and until one year after the Project is completed, a performance and payment bond for the faithful performance and payment of all of the contractor's obligations for the total cost of the Project. The Grantee shall be named as the obligee on the bond and shall operate and maintain the Project in good repair and operating condition so as to preserve the public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements until the earlier of the date that i) the bonds are no longer outstanding; or ii) the Grantee transfers the Project and legal title to all real property financed with the Grant to Successor Grantee. Notwithstanding the previous sentence, pursuant to the terms of the IGA (as defined herein), Grantee shall be responsible for the payment of utilities for the Project's pool and office facility.

- E. Insurance, Damage. Unless and until Grantee transfers the Project and legal title to all real property financed with the Grant to the Successor Grantee, Grantee shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the then outstanding Bonds relating to the Project (including all allocable costs of issuance), unless DAS agrees in writing that the insurance proceeds will be used to rebuild the Project.
- F. Sales, Leases and Encumbrances. Grantee shall not sell, transfer, encumber, lease or otherwise dispose of any property paid for with disbursements of the Grant, unless worn out, obsolete, or, in the reasonable business judgment of Grantee, no longer useful in the operation of the Project. Nevertheless, DAS may consent to such disposition if it has received prior written notice from Grantee. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Grantee shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the then outstanding Bonds relating to the Project (including all allocable costs of issuance), unless DAS agrees otherwise in writing. DAS consents to the transfer of the property paid for with disbursements of the Grant to the Successor Grantee should the Grantee make such a transfer.
- G. Condemnation Proceeds. If the Project, or any portion of the Project, is condemned, within 30 days of receipt of any condemnation proceeds, Grantee shall pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the then outstanding Bonds relating to the Project (including all allocable costs of issuance), unless Grantee has informed DAS in writing that the condemnation proceeds will be used to rebuild the Project.

- H. Financial Records. Grantee shall keep accurate books and records regarding use of the Grant, and maintain them according to generally accepted accounting principles established by the Governmental Accounting Standards Board in effect at the time.
- I. Inspections; Information. Grantee shall permit the State and any party designated by the State: (i) to inspect the Project and (ii) to inspect and make copies of any accounts, books and records, including, without limitation, Grantee's records regarding receipts, disbursements, contracts, investments and any other related matters. Grantee shall supply any reports and information related to the Project as the State may reasonably require.
- J. Records Maintenance. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Project, or the Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Agreement or applicable law.
- K. Notice of Default. Grantee shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Grantee becomes aware of its existence or reasonably believes a Default is likely.
- L. Representations and Covenants Regarding Prevailing Wage.
- (1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder ("PWR"), or, if applicable, 40 U.S.C. 3141 et seq. ("Davis-Bacon Act"). If applicable, Grantee shall:
 - a) be the public agency responsible for compliance with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board (applicable wage rates are those in effect on the effective date of this Agreement and may be accessed via: BOLI : Prevailing Wage : For Employers : State of Oregon and <https://sam.gov/>); and
 - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
 - (2) If Grantee believes the Project is not subject to PWR, Grantee must obtain and provide DAS with a copy of a coverage determination letter from the BOLI that confirms the Project is not subject to PWR requirements before Grantee enters into a contract for construction management, contracts with a contractor to act as general manager of the project or proceeds to act as Grantee's own general contractor.

- (3) Grantee represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

M. Indemnity; Release. To the extent allowed by law, Grantee shall defend, indemnify, save and hold harmless and release the State, its officers and employees from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and reasonable attorneys' fees and expenses at trial, on appeal and in connection with any petition for review, arising out of or relating to Grantee, its officers, employees, contractors, or agents in connection with this Agreement, the Project, PWR or Davis-Bacon Act requirements or the tax-exempt status of the Bonds, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the Internal Revenue Service, the Securities and Exchange Commission, Municipal Securities Rulemaking Board and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction over the Bonds, arising from the Project or the actions or omissions of Grantee.

N. Representations and Covenants Regarding the Tax-Exempt Status of the Bonds.

- (1) Grantee acknowledges that the Bonds have been or are expected to be issued with the interest paid on the Bonds excludable from gross income for federal income tax purposes and that the uses of the Grant proceeds and the Project by Grantee during the term of the Bonds may impact the tax-exempt status of the Bonds. Grantee agrees to comply with all applicable provisions of the Code necessary to protect the exclusion of interest on the Bonds from federal income taxation.
- (2) Grantee shall not, without prior written consent of DAS, permit more than five percent (5%) of the Project to be used in a Private Use by a Private Person if such Private Use could result in the State of Oregon receiving direct or indirect payments or revenues (excluding generally applicable taxes) from the portion of the Project to be privately used.
- (3) Unless Grantee receives the prior written approval from DAS, Grantee shall not directly or indirectly use any of the Grant proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

N. Representations and Covenants Regarding "Arbitrage Bonds". The Grantee shall not directly or indirectly use or permit the use of any of the Grant Amount or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of 26 U.S.C. Section 148(a).

SECTION 7 – REPRESENTATIONS AND WARRANTIES OF SUCCESSOR GRANTEE
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Successor Grantee represents and warrants to the State:

A. Organization and Authority.

- (1) Successor Grantee is a special district validly created and existing under the laws of the State of Oregon.
 - (2) Successor Grantee has all necessary right, power and authority under its applicable enabling statutes, code, ordinances or other Oregon law to (a) execute and deliver this Agreement; and (b) incur and perform its obligations under this Agreement.
 - (3) This Agreement has been duly authorized by a vote, resolution or other act of the governing body or officer of Successor Grantee, is executed by an authorized representative of Successor Grantee, and when executed by DAS, is legal, valid and binding, and enforceable in accordance with its terms.
- B. Project Land. The Successor Grantee owns the land located at 1/2 845 NW Bridge Street, John Day, Oregon 97845 and the Project shall be constructed on that land.
- C. Full Disclosure. Successor Grantee has disclosed in writing to DAS all facts that may materially adversely affect the Project, or the ability of Successor Grantee to perform all obligations required by this Agreement. Successor Grantee has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, regarding the Grant, the Project and this Agreement. The information contained in this Agreement is true and accurate in all respects.
- D. Pending Litigation. Successor Grantee has disclosed in writing to DAS all proceedings, environmental or otherwise, pending (or to the knowledge of Successor Grantee, threatened) against or affecting Successor Grantee, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Successor Grantee to perform all obligations required by this Agreement.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Agreement.
 - (2) Successor Grantee has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Successor Grantee to perform all obligations required by this Agreement.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Agreement will not: (i) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Successor Grantee is a party or by which the Project or any of Successor Grantee's property or assets may be bound; (ii) violate any provision of the applicable enabling statutes, code, charter, ordinances or other Oregon law pursuant to which Successor Grantee was organized or established; or (iii) violate any laws,

regulations, ordinances, resolutions, or court orders related to Successor Grantee, the Project or Successor Grantee's properties or operations.

SECTION 8 – COVENANTS OF SUCCESSOR GRANTEE

Successor Grantee covenants as follows for so long as the Bonds and any obligations issued to refund the Bonds are outstanding:

- A. Compliance with Laws. Successor Grantee shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Agreement and the Project. These laws, rules, regulations and orders are incorporated by reference in this Agreement to the extent required by law.
- B. Project Reporting Obligations. Successor Grantee shall provide such reports as the State may reasonably request from time to time, including information or documentation that the State determines is necessary to comply with arbitrage and private use restrictions that may apply to the Bonds.
- C. Real Property. Should Grantee transfer legal title to all real property financed with the Grant to Successor Grantee, Successor Grantee shall own the real property in fee simple, free and clear of all encumbrances other than minor encumbrances. Where Successor Grantee suffers a loss that is covered by title insurance, insurance proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the Bonds relating to the Project (including all allocable costs of issuance).
- D. Operation and Maintenance of the Project. Should Grantee transfer the Project to Successor Grantee after completion of the Project, Successor Grantee shall operate and maintain the Project in good repair and operating condition so as to preserve the public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements until the bonds are no longer outstanding.
- E. Insurance, Damage. Successor Grantee shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to the State, not to exceed the amount necessary to call or defease the portion of the then outstanding Bonds relating to the Project (including all allocable costs of issuance), unless DAS agrees in writing that the insurance proceeds will be used to rebuild the Project.
- F. Sales, Leases and Encumbrances. Successor Grantee shall not sell, transfer, encumber, lease or otherwise dispose of any property paid for with disbursements of the Grant, unless worn out, obsolete, or, in the reasonable business judgment of Successor Grantee, no longer useful in the operation of the Project. Nevertheless, DAS may consent to such disposition if it has received prior written notice from Successor Grantee. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the

Project, Successor Grantee shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the then outstanding Bonds relating to the Project (including all allocable costs of issuance), unless DAS agrees otherwise in writing.

- G. Condemnation Proceeds. If the Project, or any portion of the Project, is condemned, within 30 days of receipt of any condemnation proceeds, Successor Grantee shall pay such proceeds to the State, not to exceed the amount necessary to call or defease the portion of the then outstanding Bonds relating to the Project (including all allocable costs of issuance), unless Successor Grantee has informed DAS in writing that the condemnation proceeds will be used to rebuild the Project.
- H. Inspections; Information. Successor Grantee shall permit the State and any party designated by the State: (i) to inspect the Project and (ii) to inspect and make copies of any accounts, books and records, including, without limitation, Successor Grantee's records regarding receipts, disbursements, contracts, investments and any other related matters. Successor Grantee shall supply any reports and information related to the Project as the State may reasonably require.
- I. Records Maintenance. Successor Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Project, or the Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Agreement or applicable law.
- J. Notice of Default. Successor Grantee shall give DAS prompt written notice of any Default as soon as any senior administrative or financial officer of Successor Grantee becomes aware of its existence or reasonably believes a Default is likely.
- K. Indemnity; Release. To the extent allowed by law, Successor Grantee shall defend, indemnify, save and hold harmless and release the State, its officers and employees from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and reasonable attorneys' fees and expenses at trial, on appeal and in connection with any petition for review, arising out of or relating to Successor Grantee, its officers, employees, contractors, or agents in connection with this Agreement, the Project, PWR or Davis-Bacon Act requirements or the tax-exempt status of the Bonds, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the Internal Revenue Service, the Securities and Exchange Commission, Municipal Securities Rulemaking Board and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction over the Bonds, arising from the Project or the actions or omissions of Successor Grantee.

- L. Representations and Covenants Regarding the Tax-Exempt Status of the Bonds.
- (1) Successor Grantee acknowledges that the Bonds have been or are expected to be issued with the interest paid on the Bonds excludable from gross income for federal income tax purposes and that the uses of the Grant proceeds and the Project by Successor Grantee during the term of the Bonds may impact the tax-exempt status of the Bonds. Successor Grantee agrees to comply with all applicable provisions of the Code necessary to protect the exclusion of interest on the Bonds from federal income taxation.
 - (2) Successor Grantee shall not, without prior written consent of DAS, permit more than five percent (5%) of the Project to be used in a Private Use by a Private Person if such Private Use could result in the State of Oregon receiving direct or indirect payments or revenues (excluding generally applicable taxes) from the portion of the Project to be privately used.
- M. Representations and Covenants Regarding “Arbitrage Bonds”. The Successor Grantee shall not directly or indirectly use or permit the use of any of the Grant Amount or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of 26 U.S.C. Section 148(a).

SECTION 9 – REPRESENTATIONS, WARRANTIES, AND COVENANTS OF GRANTEE AND SUCCESSOR GRANTEE

- A. Intergovernmental Agreement. Grantee and Successor Grantee represent and warrant to the State that pursuant to ORS 109.010, Grantee and Successor Grantee entered into an Intergovernmental Agreement for the planning, construction, operation, management and ongoing budgeting of the Project, effective _____ (“IGA”).
- B. Communication. Grantee and Successor Grantee covenant to maintain adequate levels of communication regarding the Project to ensure maximum cooperation between Grantee and Successor Grantee.
- C. IGA Amendments. Grantee and Successor Grantee shall not amend the IGA without the written consent of DAS, which DAS shall reasonably give.

SECTION 10 – DEFAULTS

- A. Grantee Default. Any of the following constitutes an “Event of Default” of Grantee or Successor Grantee, as applicable:
- (1) Any false or misleading representation is made by or on behalf of Grantee or Successor Grantee, in this Agreement or in any document provided by Grantee or

Successor Grantee to DAS related to this Grant or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.

- (2) Grantee or Successor Grantee fails to perform any obligation required under this Agreement, other than those referred to in subsection A.(1) of this Section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Grantee or Successor Grantee by DAS, or such longer period as DAS may agree to in writing, if DAS determines Grantee or Successor Grantee has instituted and is diligently pursuing corrective action.
- (3) If and to the extent allowed by law, Grantee or Successor Grantee (after Project has transferred to Successor Grantee) initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee or Successor Grantee, seeking: (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee or Successor Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or Successor Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee or Successor Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee or Successor Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

B. DAS Default. DAS will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 11 – REMEDIES

- A. Remedies. Upon any Event of Default by Grantee or Successor Grantee, DAS may pursue any or all remedies in this Agreement, and any other remedies available at law or in equity (including specific performance) to collect amounts due or to become due or to enforce the performance of any obligation of Grantee or Successor Grantee, as applicable. Remedies may include, but are not limited to:
- (1) Terminating DAS' commitment and obligation to make any further disbursements of the Grant under this Agreement.
 - (2) Barring Grantee or Successor Grantee from applying for future grants.
 - (3) While any of the Grant remains undisbursed, withholding amounts otherwise due to Grantee and applying such amounts to the payment of amounts due under this Agreement.

- (4) Requiring repayment upon demand from DAS of all or a portion of the Grant, the State of Oregon's costs of exercising its remedies under this Agreement, and interest on all or any portion of the Grant moneys required to be returned.
- B. Application of Moneys. Any moneys collected by DAS pursuant to Section 11.A will be applied first, to pay any reasonable attorneys' fees and other fees and expenses incurred by the State of Oregon; then, to repay any Grant moneys owed; and last, to pay any other amounts due and payable under this Agreement.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to DAS is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. DAS is not required to provide any notice in order to exercise any right or remedy, except as set forth in Section 10.A.2.
- D. Grantee Remedies. In the event of default by DAS, Grantee's sole remedy will be for reimbursement of Project Costs reviewed and accepted by DAS, less any claims DAS has against Grantee.

SECTION 12 – MISCELLANEOUS

- A. Time is of the Essence. Grantee and Successor Grantee agree that time is of the essence under this Agreement.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that neither Grantee nor Successor Grantee are an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Agreement gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Agreement will be binding upon and inure to the benefit of DAS, Grantee, Successor Grantee and their respective successors and permitted assigns.
 - (4) Neither Grantee nor Successor Grantee may assign or transfer any of their respective rights or obligations or any interest in this Agreement without the prior written consent of DAS. In the event of an assignment, Grantee or Successor Grantee, as applicable, shall pay, or cause to be paid to DAS, any fees or costs incurred because of such assignment, including but not limited to reasonable attorneys' fees of DAS's counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of DAS beyond those in this

Agreement, nor does assignment relieve Grantee or Successor Grantee of any of its duties or obligations under this Agreement.

- (5) DAS may assign this Agreement to a successor agency or entity without the consent of or notice to Grantee or Successor Grantee.

C. Disclaimer of Warranties; Limitation of Liability. Grantee and Successor Grantee agree that:

- (1) DAS makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event is DAS, any agency of the State of Oregon or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Agreement or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Agreement must be in writing and addressed as shown below, or to other addresses that a party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery, email or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to DAS: Renee A. Klein, Capital Finance & Planning Manager
Department of Administrative Services
155 Cottage Street NE
Salem, OR 97301
Phone: (971) 900-7691
Email: Renee.A.Klein@das.oregon.gov

If to Grantee: «Signators_Name», «Signators_Title»
«Grantee»
«Street_Address»
«City_State»
Phone: «Telephone»
Email: «email»

If to Successor Grantee: «Signators_Name», «Signators_Title»
«Grantee»
«Street_Address»
«City_State»
Phone: «Telephone»
Email: «email»

- E. No Construction Against Drafter. This Agreement is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Agreement is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Survival. The covenants of Grantee and Successor Grantee under this Agreement related to the tax-exempt status, if any, of the Bonds, the continued operation and maintenance of the Project, default and remedies, including without limitation Sections 6, 8, 10, 11, 12.G. and 12.I. of this Agreement, shall survive disbursement of the Grant Amount and termination of this Agreement until the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) are no longer outstanding.
- H. Amendments, Waivers. This Agreement may be amended only by mutual written agreement of the parties. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or

immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- K. False Claims. Grantee and Successor Grantee will refer to the DAS contact identified for receipt of notices under this Agreement, any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act, ORS180.750 to 180.785, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Grantee and Successor Grantee, by their respective signatures below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through the
Department of Administrative Services

CITY OF JOHN DAY

By: _____
Name: George Naughton or delegate
Title: Chief Financial Officer

By: _____
Name: «Signators_Name»
Title: «Signators_Title»

Date: _____

Date: _____

**JOHN DAY/CANYON CITY PARKS AND
RECREATION DISTRICT**

By: _____
Name: «Signators_Name»
Title: «Signators_Title»

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Wendy J. Johnson, Assistant Attorney General

EXHIBIT A – PROJECT DESCRIPTION

Project Name: John Day Aquatics Center

Project Description: Construct a new aquatics center.

EXHIBIT B – PROJECT BUDGET

Project Revenues

Grant Amount	\$2,000,000
Other Funding	\$0
Total project budget	\$0

Expenditure Plan

Reimbursement	\$0.00
April-23	\$0.00
May-23	\$0.00
June-23	\$0.00
July-23	\$0.00
August-23	\$0.00
September-23	\$0.00
October-23	\$0.00
November-23	\$0.00
December-23	\$0.00
January-24	\$0.00
February-24	\$0.00
March-24	\$0.00
April-24	\$0.00
May-24	\$0.00
June-24	\$0.00
July-24	\$0.00
August-24	\$0.00
September-24	\$0.00
October-24	\$0.00
November-24	\$0.00
December-24	\$0.00
January-25	\$0.00
February-25	\$0.00
March-25	\$0.00
April-25	\$0.00
May-25	\$0.00
June-25	\$0.00
Total	-

EXHIBIT C – REIMBURSEMENT REQUEST FORM

Dated: [date of request]

Project Name: John Day Aquatic Center

Bonds: Lottery Revenue Bonds: 2023 Series A

Date of Grant Agreement: []

Name of Grantee: City of John Day

On behalf of City of John Day (the “Grantee”) I hereby request a total disbursement of \$ _____ under the Grant Agreement listed above (the “Grant Agreement”).

I hereby make the following certifications in connection with this Reimbursement Request:

1. As of the date of this Reimbursement Request, Grantee has spent a portion of the Grant Amount in the amount of \$[_____] as detailed on the attached list and documentation.
2. All of the disbursement requested by this Reimbursement Request (the “Disbursement”) will be used to reimburse Grantee for payments that Grantee has made for Project Costs.
3. Grantee is eligible to receive the Disbursement under the terms of the Grant Agreement, and has satisfied all conditions that the Grant Agreement requires be satisfied for DAS to make the Disbursement.
4. The invoices or other documents provided to DAS in connection with this Reimbursement Request evidence that the Project Costs to be paid from the Disbursement have been paid by Grantee.
5. All of the Disbursement will be used to pay for Project Costs that have not been previously paid from disbursements under the Grant.
6. All representations of Grantee in the Grant Agreement are true and correct on the date of this Reimbursement Request and all warranties by Grantee in the Grant Agreement continue to be in effect.

The certifications in this Reimbursement Request are true and accurate to the best of my knowledge and belief, after reasonable investigation.

Capitalized terms that are used but are not defined in this Reimbursement Request have the meanings defined for those terms in the Grant Agreement.

City of John Day

By: _____
Name: «Signators_Name»
Title: «Signators_Title»

Date: _____

EXHIBIT D
DECLARATION OF OFFICIAL INTENT TO REIMBURSE PROJECT COSTS

N/A

Exhibit C
Intergovernmental Agreement

[attached]

**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 7th 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 3rd 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: _____

DRAFT

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

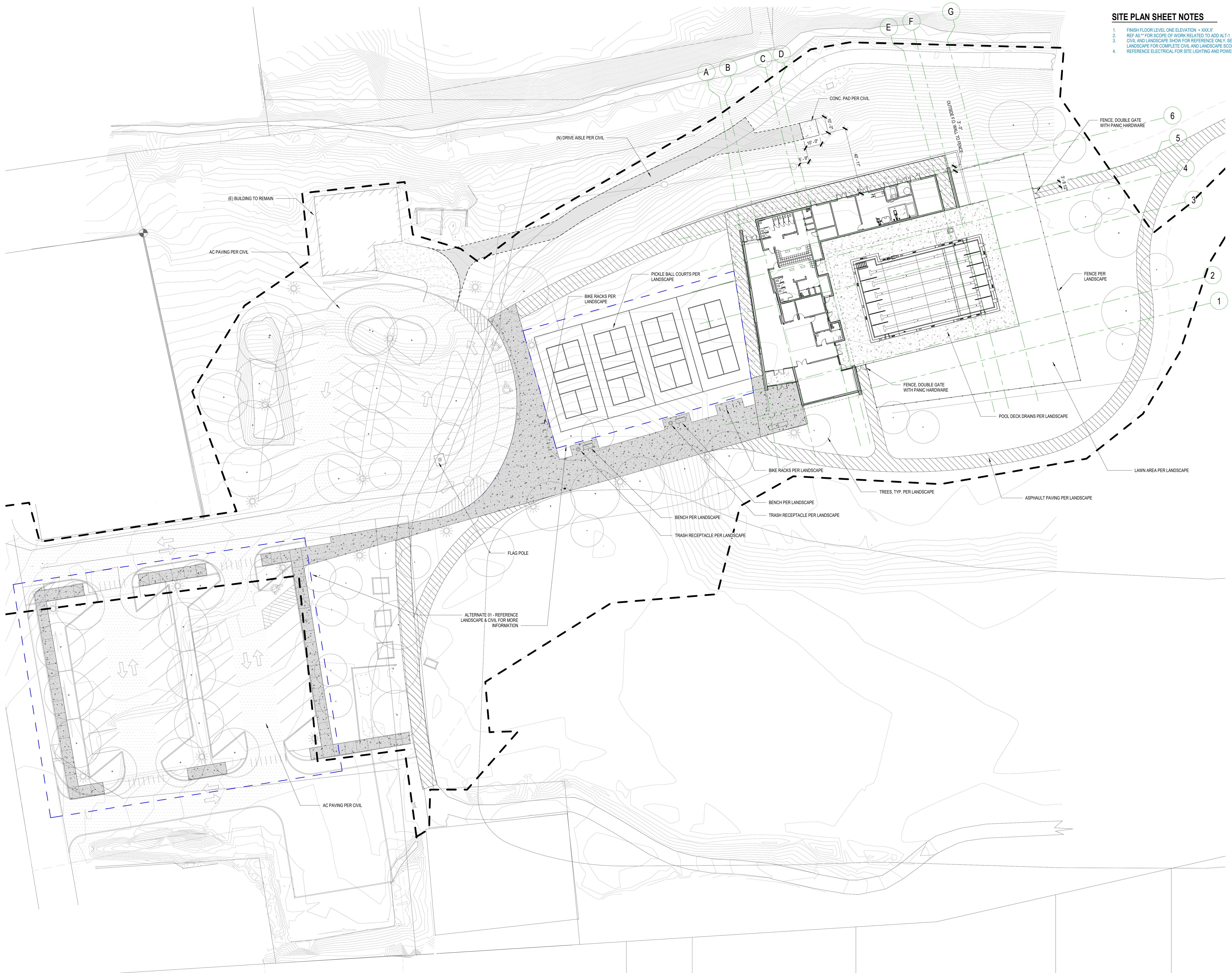
MEP
COLEBREIT ENGINEERING
721 SW INDUSTRIAL WAY #110
BEND, OR 97702
503.853.3692
CONTACT: BILL CARON

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

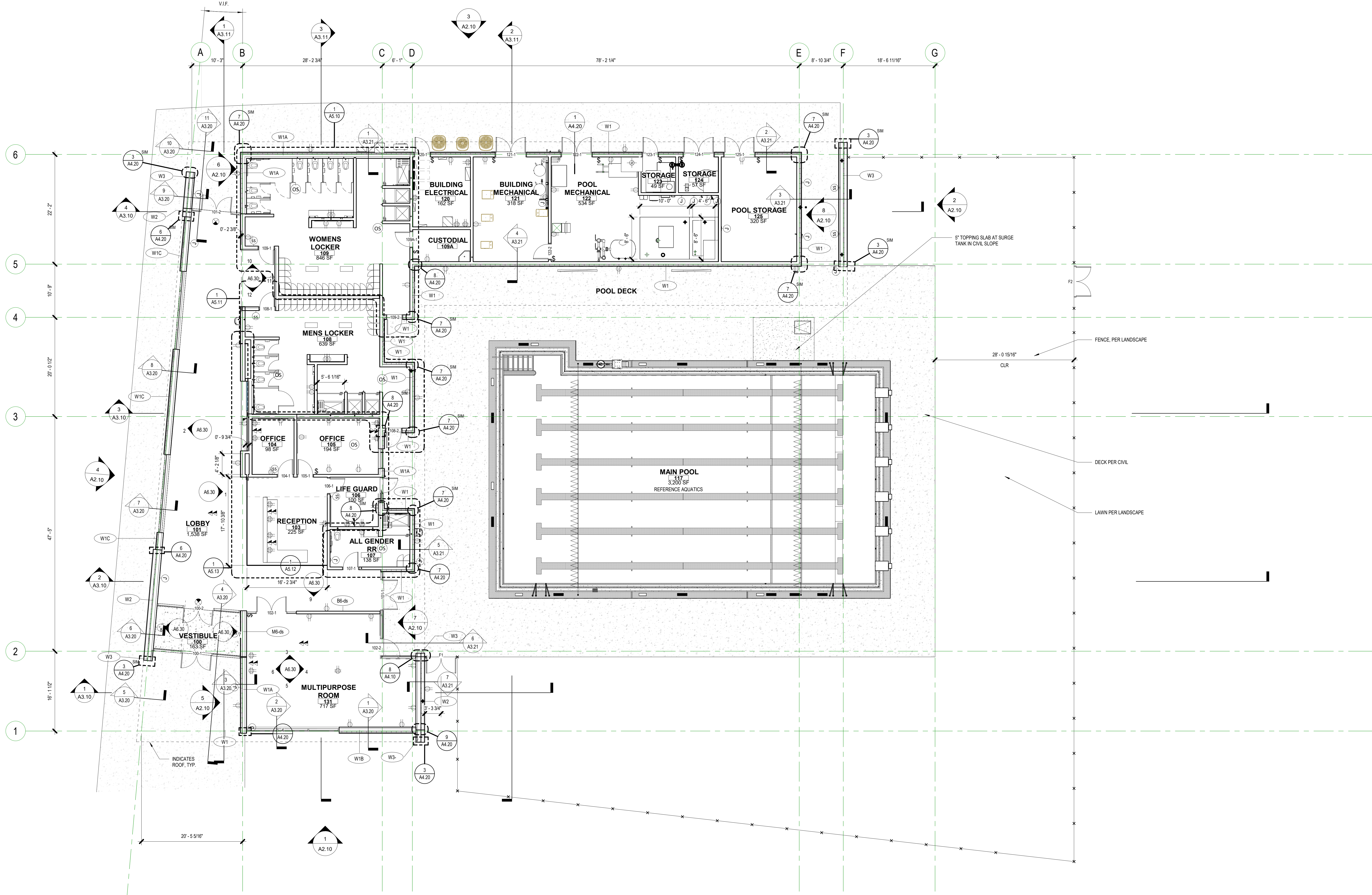
AQUATICS
COUNSLMAN HUNSAKER
2888 LOKER AVENUE E, SUITE 110
CARLSBAD, CA 92010
310.734.2282
CONTACT: JEFF PROSSWIMMER

SITE PLAN SHEET NOTES

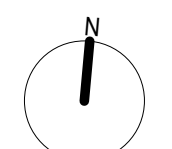
1. FINISH FLOOR LEVEL ONE ELEVATION +XXX'X"
2. REF A0" FOR SCOPE OF WORK RELATED TO ADD AL"1
3. CIVIL AND LANDSCAPE SHOW FOR REFERENCE ONLY. SEE CIVIL AND LANDSCAPE FOR COMPLETE CIVIL AND LANDSCAPE SCOPE.
4. REFERENCE ELECTRICAL FOR SITE LIGHTING AND POWER.

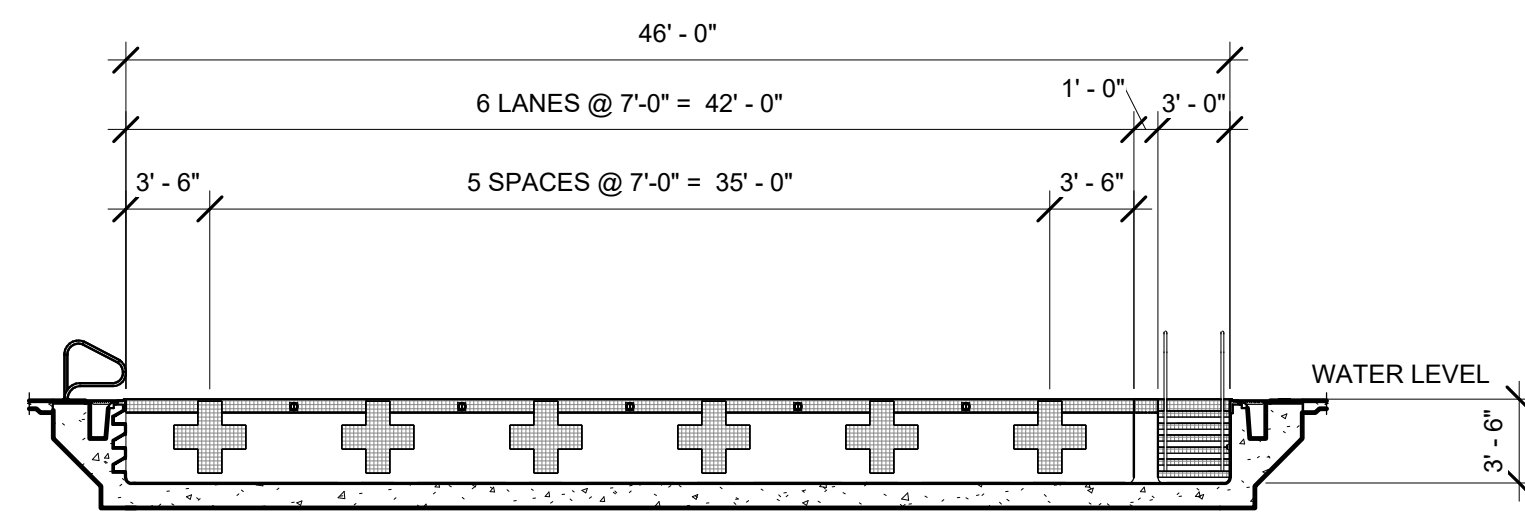


**NOT FOR
 CONSTRUCTION**

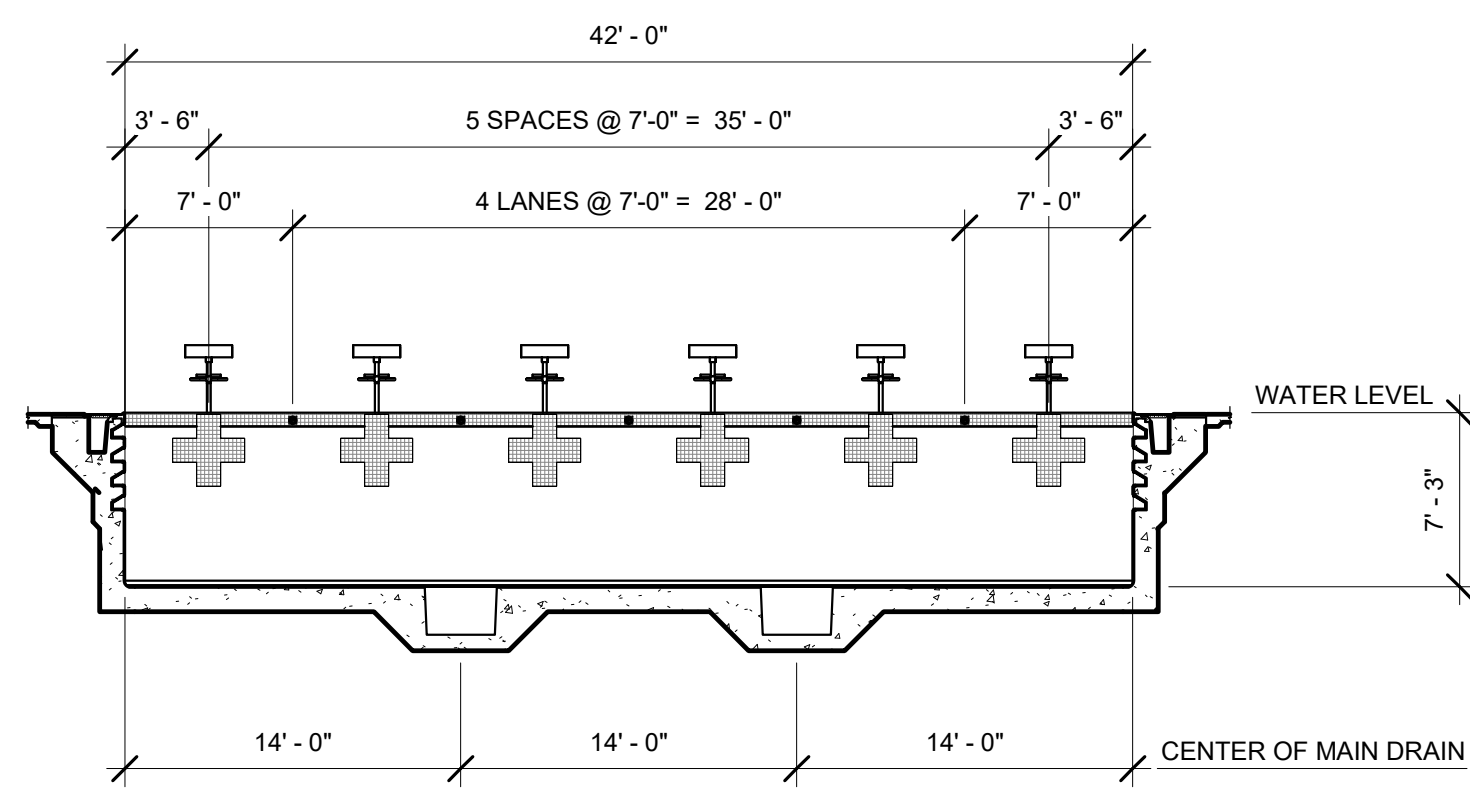


**NOT FOR
CONSTRUCTION**

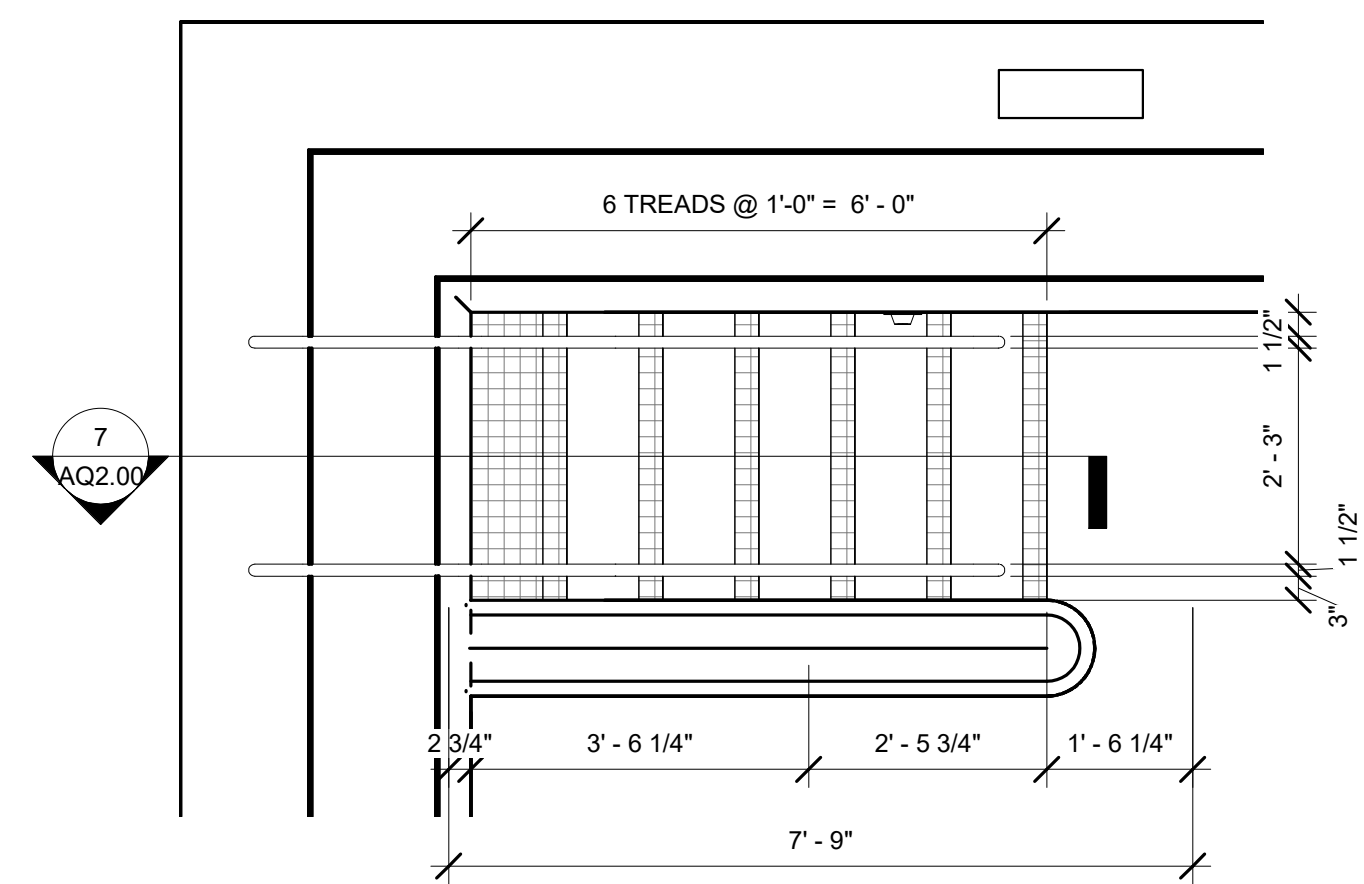




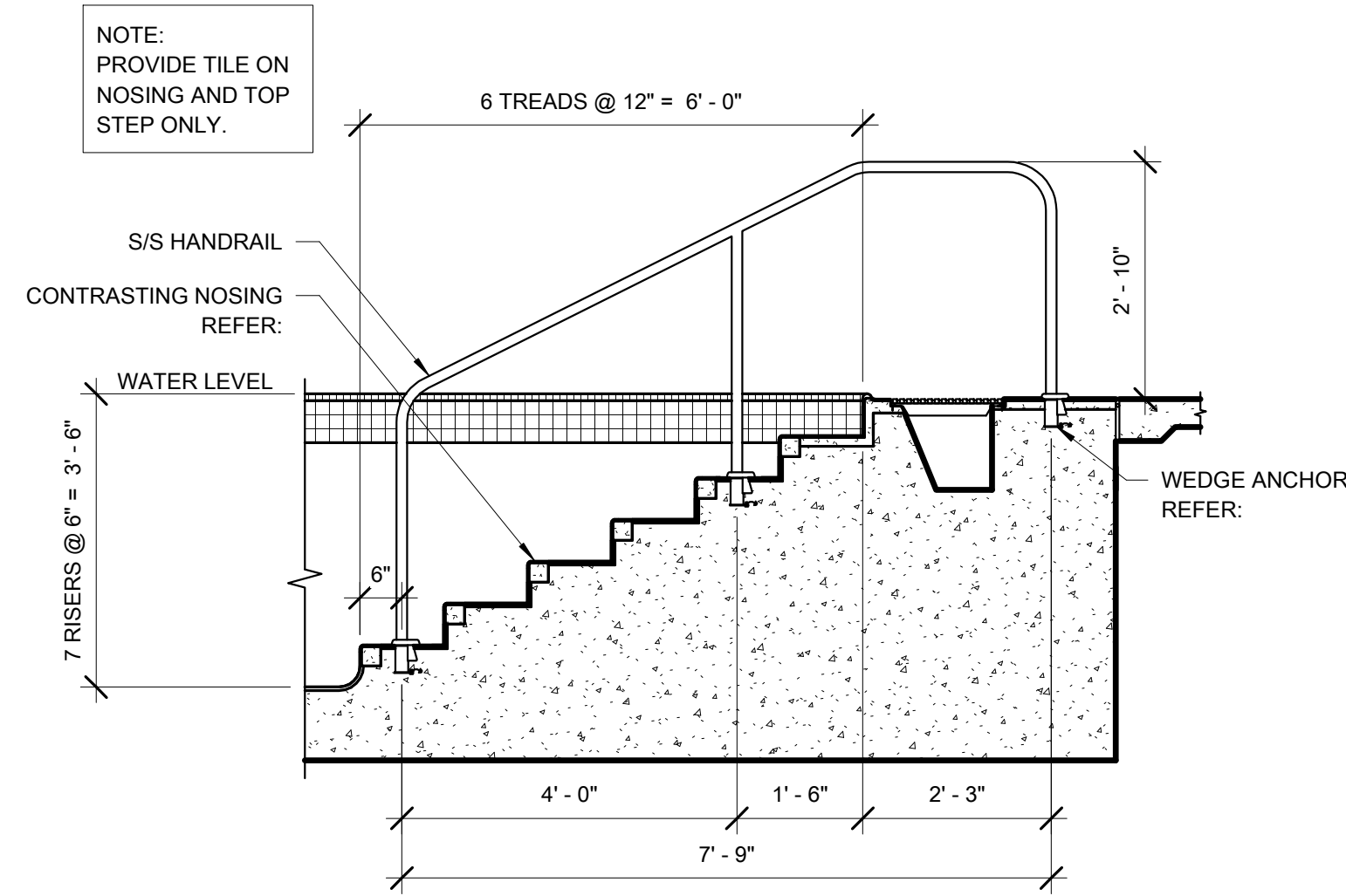
4 POOL SECTION
 1/8" = 1'-0"



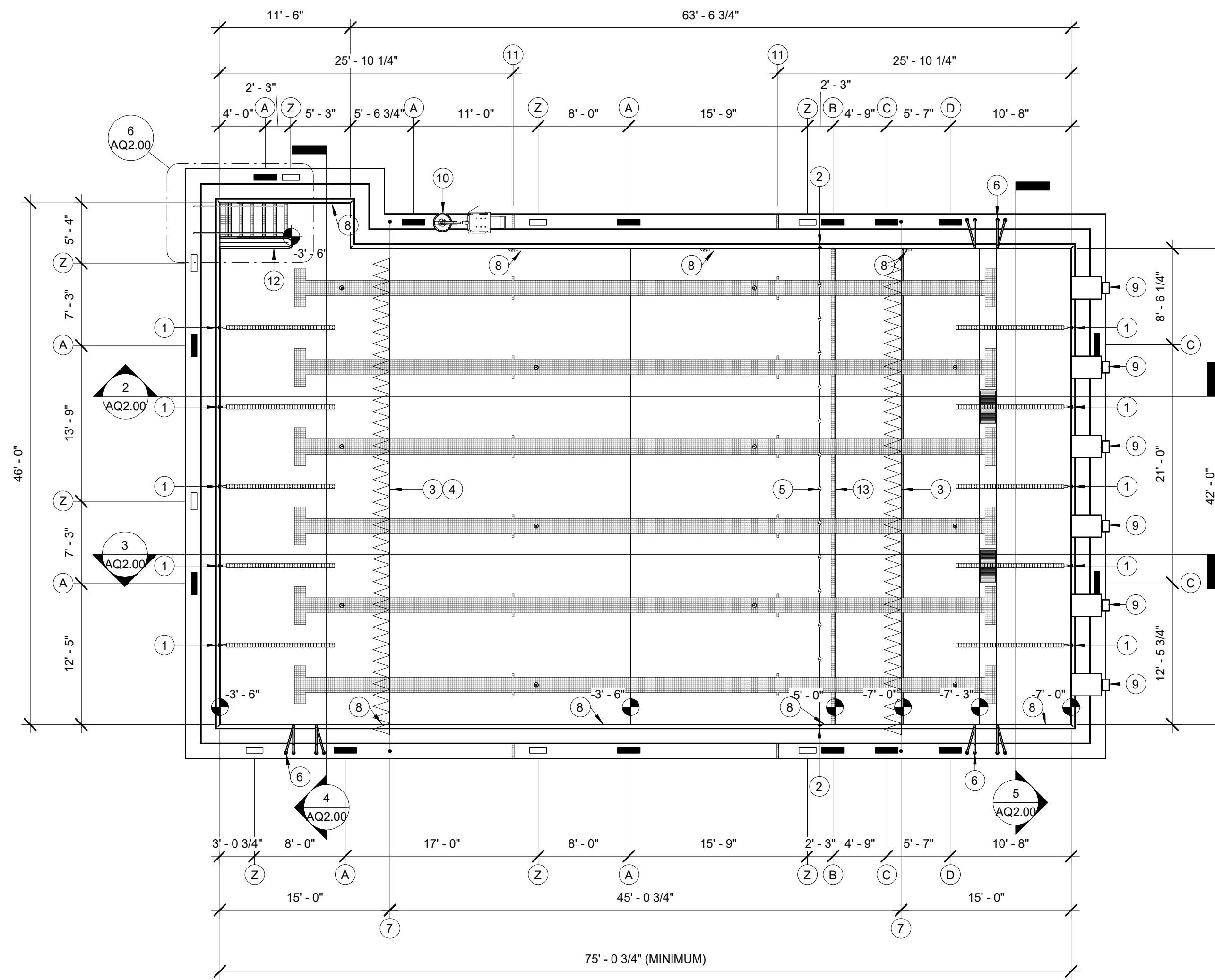
5 POOL SECTION
 1/8" = 1'-0"



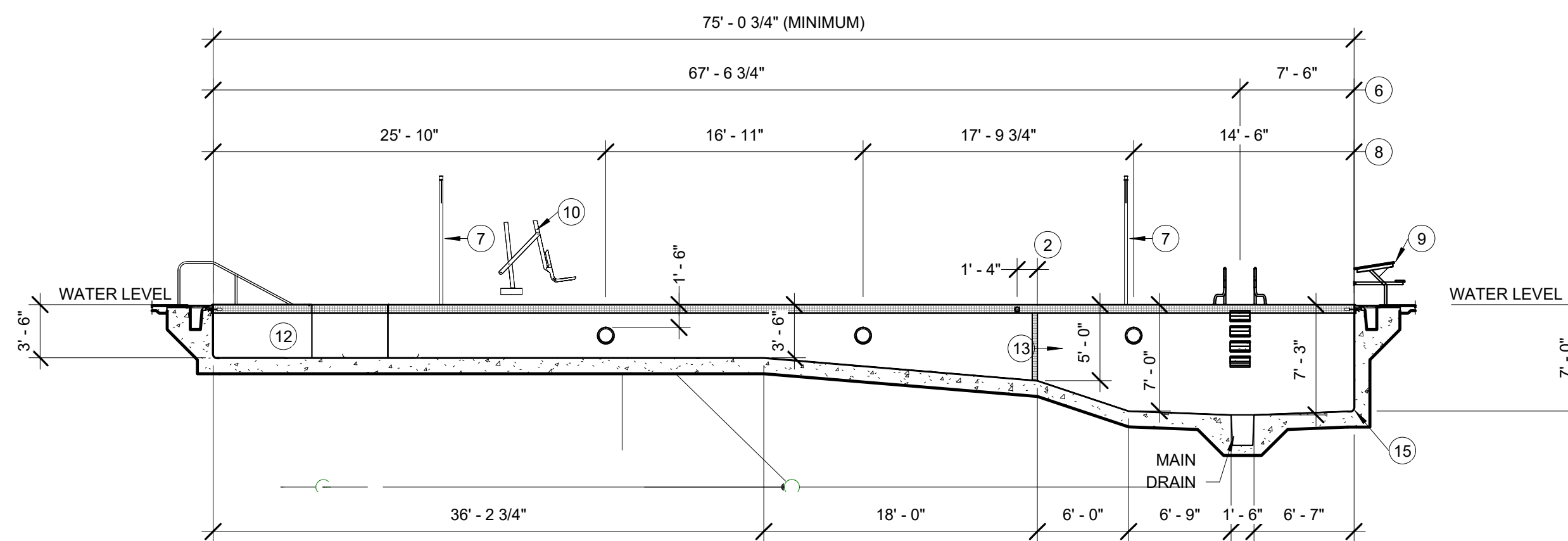
6 ENLARGED STAIR PLAN
 1/2" = 1'-0"



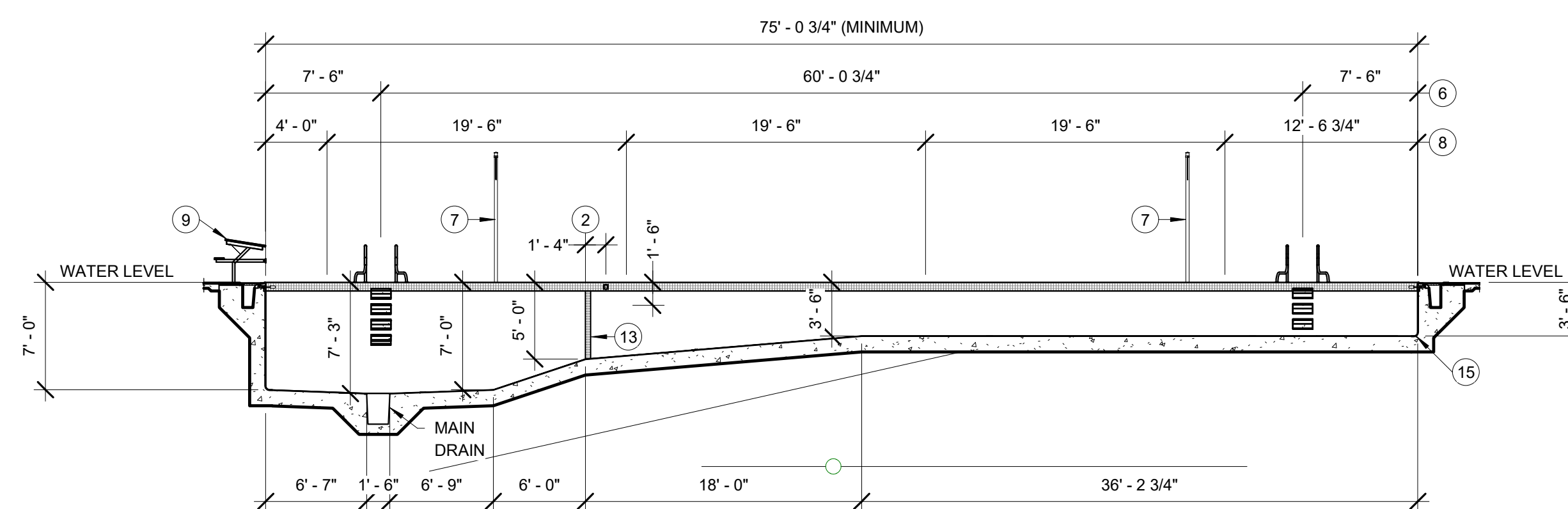
7 STAIR SECTION
 1/2" = 1'-0"



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



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

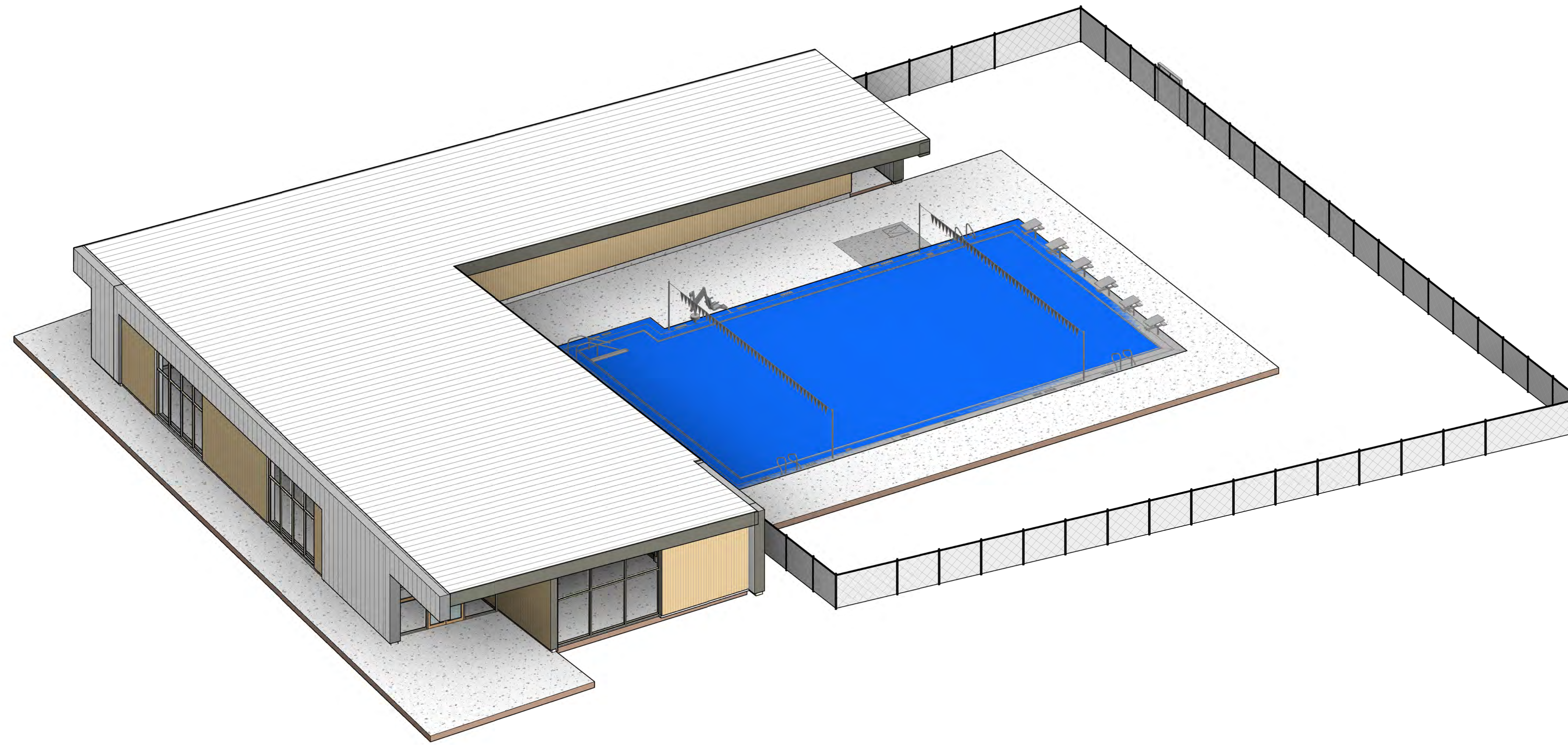


3 POOL SECTION
 1/8" = 1'-0"

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

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

POOL EQUIPMENT SCHEDULE	
ID	ITEM
1	LANE ROPE CUP ANCHOR REFER: 2 / AQ2.01
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



Project Owner:
**John Day Canyon City
Community Center**



Project Name:
JDCC Aquatic Center

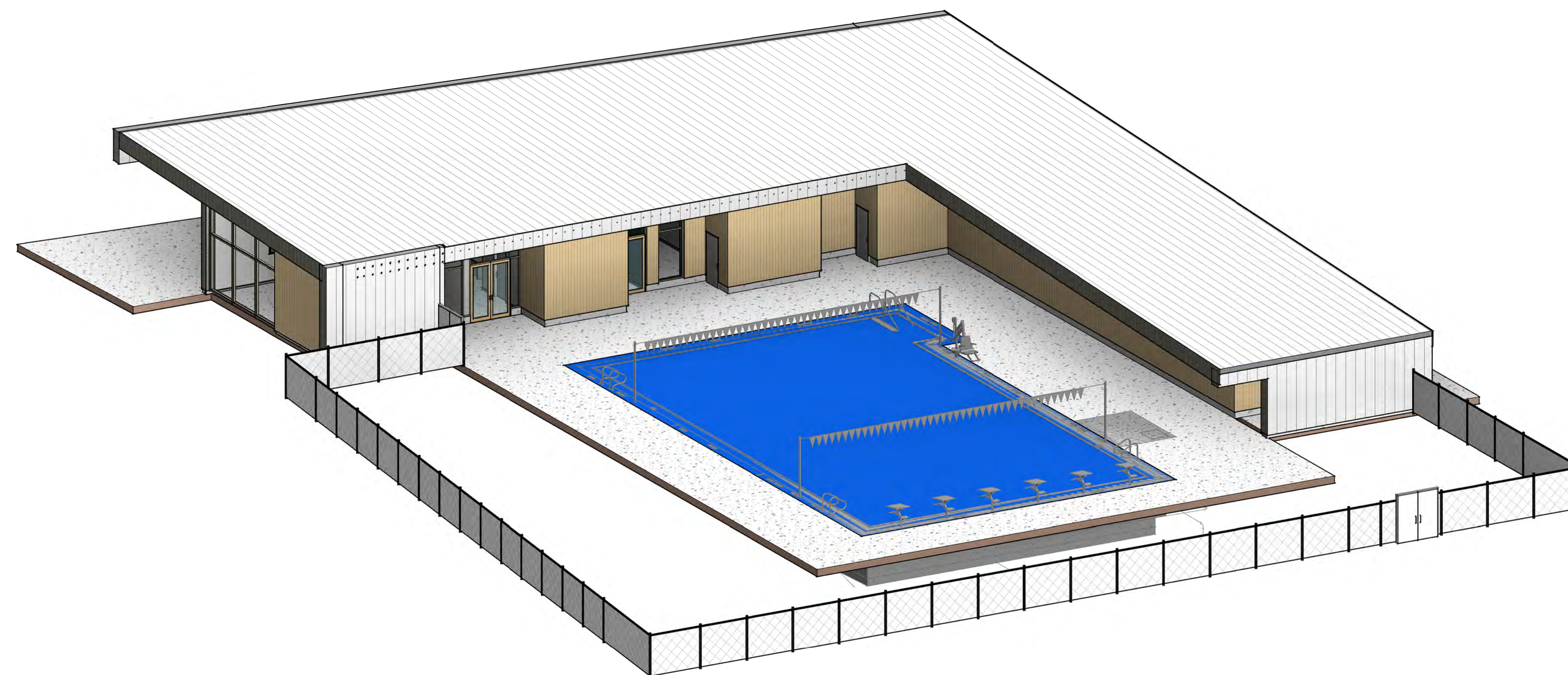
Project Address:

Key Plan

1 | AXONOMETRIC_ARCH SHEETS_01
A2.20

FOR REFERENCE ONLY

NOT FOR
CONSTRUCTION



07/19/2022

THESE DRAWINGS ARE THE PROPERTY OF OPSIS ARCHITECTURE
LLP AND ARE NOT TO BE USED OR REPRODUCED IN ANY MANNER
WITHOUT EXPRESS WRITTEN PERMISSION.

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

2 | AXONOMETRIC_ARCH SHEETS_02
A2.20

FOR REFERENCE ONLY

plotted: 7/18/2022 10:44:01 PM
sheet size: 30" x 42"



VIEWS FOR REFERENCE ONLY



NOT FOR
CONSTRUCTION

06/07/2018

THESE DRAWINGS ARE THE PROPERTY OF OPSIS ARCHITECTURE LLP AND ARE NOT TO BE USED OR REPRODUCED IN ANY MANNER WITHOUT EXPRESS WRITTEN PERMISSION.

Revisions to Sheet

No. Revision Date

Status: 75% CD SET

Date: 07/19/2022

Sheet Title
EXTERIOR 3D
VIEWS

Sheet No.

A2.21

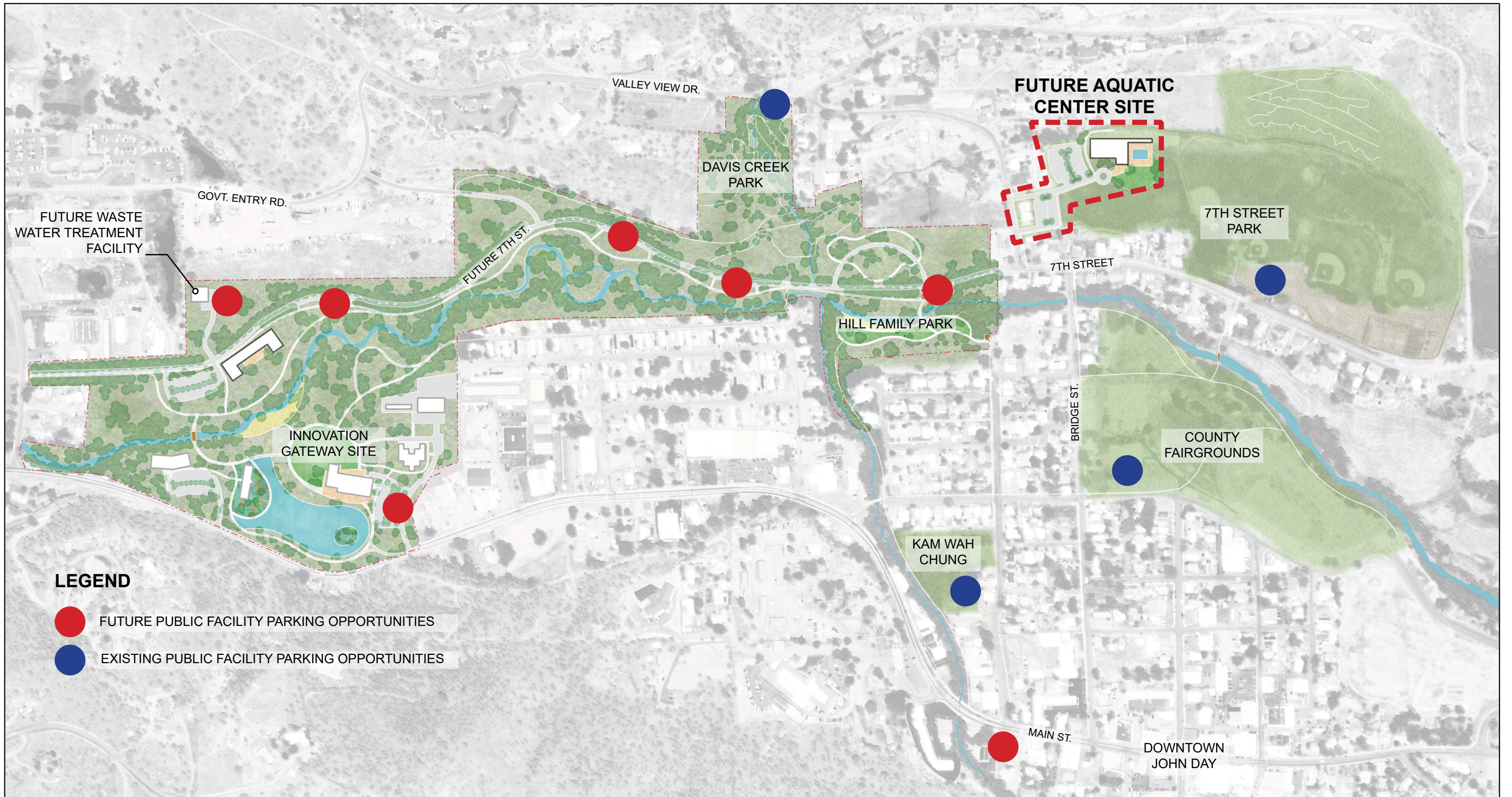
Job No.

4845-01

Exhibit B
Land Use Site Plan

[attached]

DRAFT

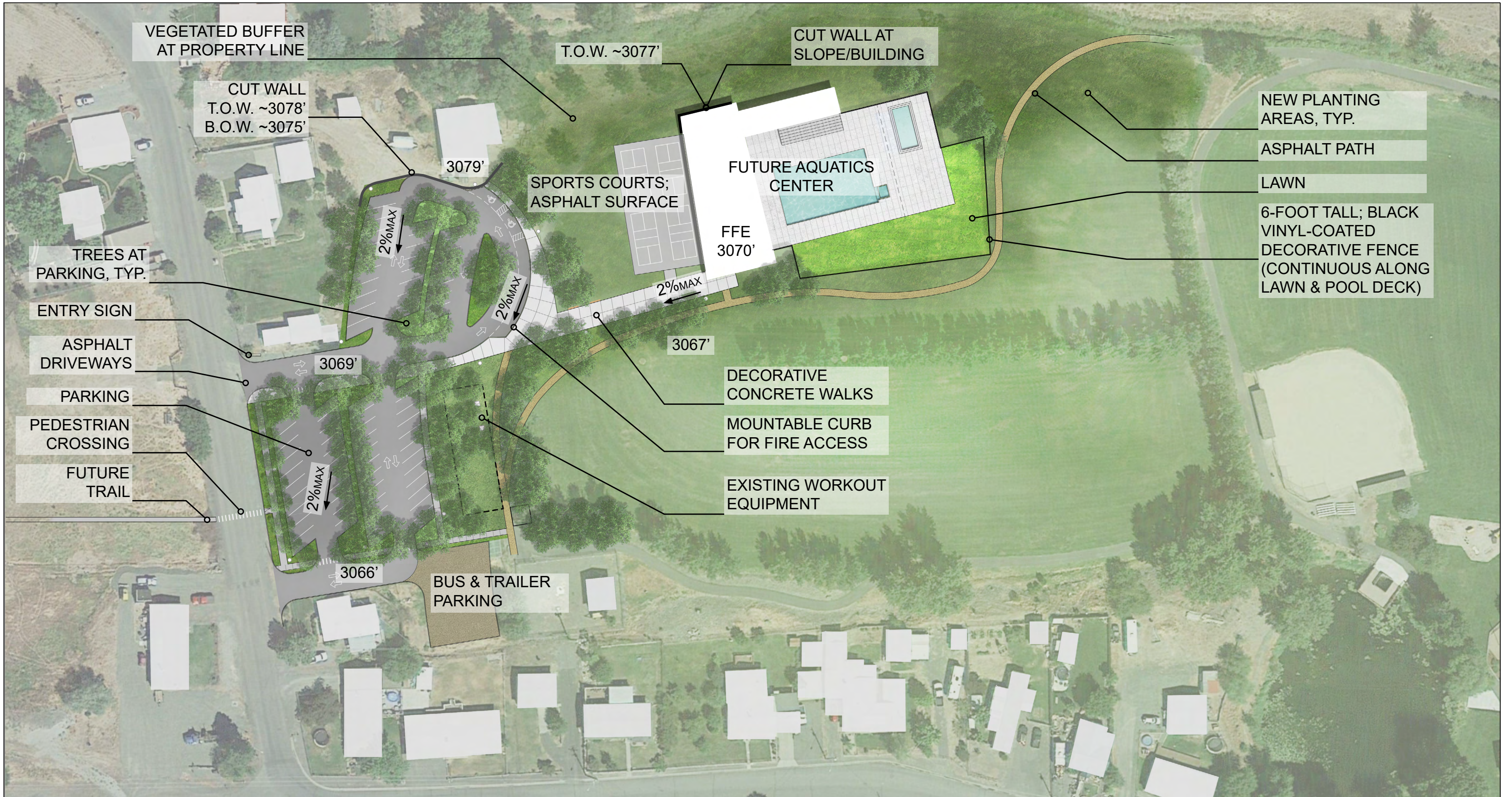


CONTEXT PLAN & FUTURE PARKING OPPORTUNITIES

JDCCR AQUATIC CENTER | 09/17/21

APPLICATION FOR LAND USE REVIEW





SITE PLAN

JDCCR AQUATIC CENTER | 09/17/21

APPLICATION FOR LAND USE REVIEW

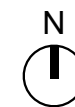


Exhibit C
Project Construction Budget

[attached]

DRAFT

JDCC Aquatic Center John Day, Oregon opsis Architecture Portland, Oregon Schematic Design Probable Cost Estimate 1.2	ACC Cost Consultants, LLC 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
---	---	---

DIRECT CONSTRUCTION COST SUMMARY

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
TOTAL DIRECT CONSTRUCTION COST	6,600 sf	\$1,024.27 /sf	\$6,760,157
Budget			\$6,225,400
Indicated Surplus / (Deficit)			(\$534,757)

JDCC Aquatic Center John Day, Oregon opsis Architecture Portland, Oregon Schematic Design Probable Cost Estimate 1.2	ACC Cost Consultants, LLC 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

SUMMARY	Base Building	Site Work	Total
----------------	----------------------	------------------	--------------

DIRECT CONSTRUCTION COSTS	\$ / sf	Cost	Cost	
----------------------------------	----------------	-------------	-------------	--

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		
SUB-TOTAL		\$617.50	\$4,075,511	\$1,229,112	\$5,304,623	
	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
TOTAL DIRECT CONSTRUCTION COST			\$766.85	\$5,061,191	\$1,599,063	\$6,660,253

Exhibit D

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

[attached]

DRAFT

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 22nd day of October, 2021

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

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