

**AGENDA**  
**PORT OF SIUSLAW COMMISSION MEETING**

Wednesday, January 19, 2022, 7:00pm  
Port of Siuslaw Conference Room  
100 Harbor St, Florence, OR 97439

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Terry Duman, President; Mike Buckwald, Secretary,  
Bill Meyer, 1<sup>st</sup> VP, Robert Ward, Treasurer  
Craig Zolezzi, 2nd VP

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Join Zoom Meeting

<https://us06web.zoom.us/j/89809332463?pwd=YmNZM0xadHQxVklakJGSTR4cnJ6dz09>

Meeting ID: 898 0933 2463

Passcode: 440529

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**Call to Order**

Duman

**Public Comment:** *This is an opportunity for members of the audience to bring to the Commission's attention any item not otherwise listed on the agenda. Comments will be limited to five (5) minutes per person, with a maximum time of 15 minutes for all items. Speakers may not yield their time to others.*

**1. Approval of the Agenda by consent**

Duman

**2. Approval of the Minutes by consent**

Duman

- a. 11-17-21 Minutes draft

**3. Approval of the financials by consent**

Stewart

- a. Checks printed in December were \$89,855.85  
b. Occupancy for Campground was up 10% and moorage was up 1%.

**4. Manager Contract**

Duman

**5. Maintenance Assistance Program - discussion**

**6. Manager and Commissioner Reports**

**Public Comment:** *Comments will be limited to five (5) minutes per person, with a maximum time of 15 minutes for all items. Speakers may not yield their time to others.*

**Upcoming Meetings and Conferences**

- February 16, 2022 Commission Meeting 7:00pm
- February 10-13 2022 SDAO Annual Conference. Virtual only

**Adjourn**

Duman

**MINUTES**  
**PORT OF SIUSLAW COMMISSION MEETING**

Wednesday, November 17, 2021, 7:00pm  
Port of Siuslaw Conference Room  
100 Harbor St, Florence, OR 97439

These minutes will be reviewed for approval at the 1—20-22 meeting.

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Terry Duman, President; Mike Buckwald, Secretary,  
Bill Meyer, 1<sup>st</sup> VP, Robert Ward, Treasurer  
Craig Zolezzi, 2nd VP

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Join Zoom Meeting

<https://us06web.zoom.us/j/83870900466?pwd=Mi9jS0dBMGRsbVFWQW5WRmt3K0F3dz09>


Meeting ID: 838 7090 0466

Passcode: 742852

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**Call to Order – 7:00pm**

**Public Comment:** *none*

1. **Approval of the Agenda by consent – add two (2) resolutions to adopt, 11-17-21 and 11-17-21A.**
2. **Michele Zwartjes**, Newport field office supervisor. Conservation efforts for the reintroduction of Sea Otters to Oregon. See 11-17-21 minutes audio for presentation.
3. **Sarah Moehrke and Erin Reynolds - City of Florence** – Proposal of a multi-unit property tax exemption (MUPTe) program. Sarah and Erin explained the MUPTe program which gives new building projects a tax break for a limited time to help encourage new construction in the area.  


MUPTe Taxing  
Districts PPT - FINAL

  - a.
  - b. Resolution 11-17-21 Adopting the City of Florence MUPTe program. Motion made to adopt by Ward, second by Meyer and vote was unanimous.
4. **Approval of the Minutes by consent**
  - a. 10-20-21 Minutes draft
5. **Approval of the financials by consent**
  - a. Checks printed in September were \$106,589.48
  - b. Occupancy for Campground was up 9 % at 84% and moorage stayed the same at 60%
6. **Discussion** – Commercial Storage – Duman said the Commercial storage area is disgusting. He said people are storing stuff on our property for little or no pay and it's all garbage. Duman said we are not required to provide commercial storage. Duman would like to give Huntington the authority to remove the commercial storage. Ward says we need to give them a 30 day notice to clear their stuff out. Ward said we will need to look at the policy and possibly make changes. Duman asked Huntington to move forward on the policy. Meyer agreed it's an eye soar and needs addressed.

7. **Resolution 11-17-21A to adopt no trespassing on island.** Motion made by Ward, second by Meyer and vote was unanimous.
8. **Manager and Commissioner Reports** – Huntington said he talked to Hyak regarding our WiFi. It has always been an issue, but hopefully in 60 days we will have fiber optic available to us. Meyer wanted to know if that is for the docks also. Huntington said yes .Huntington said the Coast Guard is starting to redo their facilities and need a place to dock their boats and housing for some of their staff. Possibly two (2) RV sites. Ward said that may bring more people into the park. They would need a place for approx. two (2) years. Meyer said we could do a resolution to modify our six (6) month maximum stary rule.

**Public Comment:** *none*

**Adjourn – 8:20pm**

Duman

**Port of Siuslaw**  
**Combined Balance Sheet**  
As of December 31, 2021

	Dec 31, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1006 · Umpqua General Checking	41,362.25
1007 · Umpqua Savings	226,406.71
1009 · Umpqua MMA General Fund	1,909,347.73
1011 · Umpqua MMA ICM	5,179.63
1070 · Petty Cash	1,000.00
<b>Total Checking/Savings</b>	2,183,296.32
<b>Other Current Assets</b>	
1130 · Inventory - Gas	4,467.30
1140 · Inventory - Diesel	2,063.10
1220 · Accounts Receivable	16,639.57
1250 · Taxes receivable	49,177.00
1450 · Prepaid insurance	18,865.50
1499 · Undeposited Funds	501.87
<b>Total Other Current Assets</b>	91,714.34
<b>Total Current Assets</b>	2,275,010.66
<b>Fixed Assets</b>	
1510 · Land	2,617,874.00
1515 · Land Improvements	1,995,894.50
1520 · Buildings & Docks	8,028,026.56
1525 · Equipment & Vehicles	761,055.71
1600 · Accumulated Depreciation	-989,953.00
1615 · Accum Depr - Land Improvements	-1,321,558.70
1620 · Accum Depr - Buildings & Docks	-4,731,734.33
1625 · Accum Depr - Equip & Vehicles	-706,731.44
<b>Total Fixed Assets</b>	5,652,873.30
<b>TOTAL ASSETS</b>	<b>7,927,883.96</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · *Accounts Payable	7,889.89
<b>Total Accounts Payable</b>	7,889.89
<b>Credit Cards</b>	
2021 · Port Credit Card 1	5,674.49
<b>Total Credit Cards</b>	5,674.49
<b>Other Current Liabilities</b>	
2030 · Deposits Held	7,360.00
2040 · Gift Certificates	100.00
2045 · Unearned CG Revenue (Hercules)	236,396.77
2050 · Deferred Compensation Plan NRS	9,281.63
2100 · Payroll Liabilities	14,287.00
<b>Total Other Current Liabilities</b>	267,425.40
<b>Total Current Liabilities</b>	280,989.78
<b>Long Term Liabilities</b>	
2390 · OBD Loan L0004 Bdwk	55,307.42
2440 · OBD Loan 524016 Dredging	42,291.96
2491 · OBD Loan 525186 MSLTD	347,805.57
2492 · OBD Loan 525196 Wharf	267,080.69
2993 · BB Loan 1000214241 PVIP	-11,307.00
<b>Total Long Term Liabilities</b>	701,178.64

9:21 AM

01/07/22

Accrual Basis

**Port of Siuslaw**  
**Combined Balance Sheet**  
As of December 31, 2021

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	<u>Dec 31, 21</u>
<b>Total Liabilities</b>	982,168.42
<b>Equity</b>	
3300 · Invested in Capital Assets	4,738,587.40
3900 · Fund Balance	-137,218.80
Net Income	<u>2,344,346.94</u>
<b>Total Equity</b>	<u>6,945,715.54</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>7,927,883.96</u></u>

**Port of Siuslaw**  
**Profit & Loss Budget vs. Actual - General Fund**  
July through December 2021

								TOTAL	
	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jul - Dec 21	Budget	\$ Over Budget
<b>Income</b>									
4100 · Available Beginning Cash	1,162,312.00	0.00	0.00	0.00	0.00	0.00	1,162,312.00	1,162,312.00	0.00
4140 · Campground Revenue	134,003.91	131,392.27	119,569.89	69,819.82	36,857.25	27,236.61	518,879.75	610,000.00	-91,120.25
4150 · Leases	11,975.08	12,125.08	11,975.08	11,975.08	11,975.08	11,975.08	72,000.48	143,000.00	-70,999.52
4160 · Moorage	11,908.42	16,293.78	19,001.16	9,195.65	4,265.23	3,817.48	64,481.72	95,000.00	-30,518.28
4170 · Storage	94.61	94.61	94.61	219.61	125.86	125.86	755.16	2,800.00	-2,044.84
4190 · Marine Fuel	2,911.26	8,708.18	20,292.19	3,953.24	53.98	394.98	36,313.83	21,000.00	15,313.83
4200 · Other Facility Income	5,993.18	5,798.11	5,471.53	4,930.68	1,406.97	1,266.54	24,867.01	20,300.00	4,567.01
4500 · Levied Taxes	25,648.83	1,046.34	726.81	573.36	238,686.22	90,234.32	356,915.88	338,083.00	18,832.88
4515 · State Forest Sales	0.00	9,364.78	0.00	0.00	0.00	941.09	10,305.87	20,000.00	-9,694.13
4540 · Interest Income	10.50	13.68	13.49	13.94	14.07	16.49	82.17	500.00	-417.83
4550 · Maintenance Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,350.00	-21,350.00
4600 · Miscellaneous Income	2,539.57	3,066.76	150.54	380.95	16,392.74	522.96	23,053.52	18,000.00	5,053.52
4670 · Sale of Surplus Property	557,492.92	0.00	0.00	0.00	0.00	0.00	557,492.92		
4750 · Business Oregon Reimb Fund	0.00	0.00	11,377.00	0.00	0.00	0.00	11,377.00	27,144.00	-15,767.00
<b>Total Income</b>	<b>1,914,890.28</b>	<b>187,903.59</b>	<b>188,672.30</b>	<b>101,062.33</b>	<b>309,777.40</b>	<b>136,531.41</b>	<b>2,838,837.31</b>	<b>2,479,489.00</b>	<b>359,348.31</b>
<b>Gross Profit</b>	<b>1,914,890.28</b>	<b>187,903.59</b>	<b>188,672.30</b>	<b>101,062.33</b>	<b>309,777.40</b>	<b>136,531.41</b>	<b>2,838,837.31</b>	<b>2,479,489.00</b>	<b>359,348.31</b>
<b>Expense</b>									
<b>5000 · Personal Services</b>									
5020 · Port Manager	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	9,995.94	39,995.94	72,000.00	-32,004.06
5030 · Administrative Assistant	4,414.50	4,200.00	4,640.51	4,427.75	4,222.00	6,846.85	28,751.61	52,000.00	-23,248.39
5045 · Services Lead	2,953.60	2,864.32	3,257.19	3,080.01	2,754.08	4,852.85	19,762.05	36,005.00	-16,242.95
5050 · Office Assistant	2,446.08	2,679.04	2,446.08	2,664.64	2,770.62	3,971.00	16,977.46	31,492.00	-14,514.54
5075 · Maintenance I Lead	3,919.80	3,862.32	4,230.16	4,016.88	4,399.44	6,474.84	26,903.44	51,730.00	-24,826.56
5077 · Maintenance IV	1,064.00	2,240.00	2,492.00	2,596.00	2,604.00	4,254.60	15,250.60	31,200.00	-15,949.40
5079 · Maint II/ Staff	3,520.00	3,360.00	3,680.00	3,520.00	3,360.00	5,442.60	22,882.60	41,600.00	-18,717.40
5080 · Maint III / groundskeeper	2,665.52	2,961.39	0.00	0.00	0.00	0.00	5,626.91	32,116.00	-26,489.09
5110 · Payroll taxes	2,863.22	2,935.76	2,666.48	2,618.51	2,683.25	3,766.33	17,533.55	34,814.00	-17,280.45
5180 · Health Insurance	4,338.18	4,338.18	3,098.70	3,718.44	3,718.44	3,718.44	22,930.38	60,000.00	-37,069.62
5181 · Life Insurance	638.70	16.59	11.85	14.22	14.22	14.22	709.80	300.00	409.80
5182 · Dental Insurance	419.92	367.43	262.45	314.94	314.94	314.94	1,994.62	5,200.00	-3,205.38
5190 · Workers Compensation Insura	19,199.58	0.00	1,188.73	0.00	0.00	0.00	20,388.31	12,000.00	8,388.31

**Port of Siuslaw**  
**Profit & Loss Budget vs. Actual - General Fund**  
July through December 2021

								TOTAL	
	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jul - Dec 21	Budget	\$ Over Budget
5270 · Retirement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,000.00	-13,000.00
5275 · Compensated absences	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,500.00	-8,500.00
5280 · Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00	-3,000.00
<b>Total 5000 · Personal Services</b>	<b>54,443.10</b>	<b>35,825.03</b>	<b>33,974.15</b>	<b>32,971.39</b>	<b>32,840.99</b>	<b>49,652.61</b>	<b>239,707.27</b>	<b>484,957.00</b>	<b>-245,249.73</b>
5300 · Material and Services	61,232.53	55,802.44	48,865.61	42,535.22	32,436.45	28,524.55	269,396.80	593,800.00	-324,403.20
<b>6000 · Capital Outlay</b>									
6060 · Operations Equipment									
6062 · Boat replacement and tra	0.00	32,500.00	0.00	17,569.45	0.00	0.00	50,069.45	55,000.00	-4,930.55
<b>Total 6060 · Operations Equipment</b>	<b>0.00</b>	<b>32,500.00</b>	<b>0.00</b>	<b>17,569.45</b>	<b>0.00</b>	<b>0.00</b>	<b>50,069.45</b>	<b>55,000.00</b>	<b>-4,930.55</b>
6130 · Land									
6146 · Landscape and Rock	0.00	2,425.32	0.00	0.00	0.00	832.00	3,257.32	15,000.00	-11,742.68
6147 · Mapleton and E Dock Rep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20,000.00	-20,000.00
<b>Total 6130 · Land</b>	<b>0.00</b>	<b>2,425.32</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>832.00</b>	<b>3,257.32</b>	<b>35,000.00</b>	<b>-31,742.68</b>
6150 · Facilities									
6153 · 080A Harbor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,000.00	-10,000.00
6155 · Wharf/Bdwk Fire System	0.00	0.00	0.00	3,500.00	16,535.74	0.00	20,035.74	20,000.00	35.74
6157 · Business Oregon Fees	15,168.87	0.00	0.00	0.00	0.00	0.00	15,168.87	11,250.00	3,918.87
<b>Total 6150 · Facilities</b>	<b>15,168.87</b>	<b>0.00</b>	<b>0.00</b>	<b>3,500.00</b>	<b>16,535.74</b>	<b>0.00</b>	<b>35,204.61</b>	<b>41,250.00</b>	<b>-6,045.39</b>
6170 · Marine Facilities									
6174 · West Basin Portable Pum	12,505.00	42.36	89.60	30.00	656.84	0.00	13,323.80	15,000.00	-1,676.20
<b>Total 6170 · Marine Facilities</b>	<b>12,505.00</b>	<b>42.36</b>	<b>89.60</b>	<b>30.00</b>	<b>656.84</b>	<b>0.00</b>	<b>13,323.80</b>	<b>15,000.00</b>	<b>-1,676.20</b>
<b>Total 6000 · Capital Outlay</b>	<b>27,673.87</b>	<b>34,967.68</b>	<b>89.60</b>	<b>21,099.45</b>	<b>17,192.58</b>	<b>832.00</b>	<b>101,855.18</b>	<b>146,250.00</b>	<b>-44,394.82</b>
6700 · Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900,000.00	-900,000.00
7000 · Debt Service	11,599.93	7,424.94	11,599.93	0.00	29,262.16	0.00	59,886.96	115,150.00	-55,263.04
7600 · Unappropriated Ending Fund Bal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	189,332.00	-189,332.00
7700 · Transfer to other funds	0.00	0.00	50,000.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00
<b>Total Expense</b>	<b>154,949.43</b>	<b>134,020.09</b>	<b>144,529.29</b>	<b>96,606.06</b>	<b>111,732.18</b>	<b>79,009.16</b>	<b>720,846.21</b>	<b>2,479,489.00</b>	<b>-1,758,642.79</b>
<b>Net Income</b>	<b>1,759,940.85</b>	<b>53,883.50</b>	<b>44,143.01</b>	<b>4,456.27</b>	<b>198,045.22</b>	<b>57,522.25</b>	<b>2,117,991.10</b>	<b>0.00</b>	<b>2,117,991.10</b>

**Port of Siuslaw**  
**Profit & Loss Budget vs. Actual - Capital Maint Fund**  
 July through December 2021

								TOTAL	
	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Year to Date	Budget	Variance
<b>Income</b>									
<b>4100 - Available Beginning Cash</b>	176,332.00	0.00	0.00	0.00	0.00	0.00	176,332.00	176,332.00	0.00
<b>4540 - Interest Income</b>	13.42	10.42	0.00	0.00	0.00	0.00	23.84	25.00	-1.16
<b>4700 - Incoming Transfer</b>	0.00	0.00	50,000.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00
<b>Total Income</b>	<b>176,345.42</b>	<b>10.42</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>226,355.84</b>	<b>226,357.00</b>	<b>-1.16</b>
<b>Gross Profit</b>	<b>176,345.42</b>	<b>10.42</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>226,355.84</b>	<b>226,357.00</b>	<b>-1.16</b>
<b>Expense</b>									
<b>7600 - Unappropriated Ending Fund Bal</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	226,357.00	-226,357.00
<b>Total Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>226,357.00</b>	<b>-226,357.00</b>
<b>Net Income</b>	<b>176,345.42</b>	<b>10.42</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>226,355.84</b>	<b>0.00</b>	<b>226,355.84</b>





**Port of Siuslaw**  
**Profit & Loss Prev Year Comparison**  
**July through December 2021**

	<u>Jul - Dec 21</u>	<u>Jul - Dec 20</u>	<u>\$ Change</u>	<u>% Change</u>
<b>Income</b>				
4100 · Available Beginning Cash	1,338,644.00	1,052,151.58	286,492.42	27.2%
4140 · Campground Revenue	518,879.75	462,643.30	56,236.45	12.2%
4150 · Leases	72,000.48	87,612.48	-15,612.00	-17.8%
4160 · Moorage	64,481.72	65,267.64	-785.92	-1.2%
4170 · Storage	755.16	1,790.16	-1,035.00	-57.8%
4190 · Marine Fuel	36,313.83	20,551.16	15,762.67	76.7%
4200 · Other Facility Income	24,867.01	20,214.13	4,652.88	23.0%
4500 · Levied Taxes	356,915.88	326,924.01	29,991.87	9.2%
4515 · State Forest Sales	10,305.87	22,454.92	-12,149.05	-54.1%
4540 · Interest Income	106.01	1,163.69	-1,057.68	-90.9%
4550 · Maintenance Assistance Program	0.00	19,000.00	-19,000.00	-100.0%
4600 · Miscellaneous Income	23,053.52	6,676.55	16,376.97	245.3%
4670 · Sale of Surplus Property	557,492.92	0.00	557,492.92	100.0%
4700 · Incoming Transfer	50,000.00	73,151.00	-23,151.00	-31.7%
4750 · Business Oregon Reimb Fund	11,377.00	0.00	11,377.00	100.0%
<b>Total Income</b>	<u>3,065,193.15</u>	<u>2,159,600.62</u>	<u>905,592.53</u>	<u>41.9%</u>
<b>Gross Profit</b>	3,065,193.15	2,159,600.62	905,592.53	41.9%
<b>Expense</b>				
5000 · Personal Services	239,707.27	181,764.25	57,943.02	31.9%
5300 · Material and Services	269,396.80	247,182.16	22,214.64	9.0%
6000 · Capital Outlay	101,855.18	37,412.74	64,442.44	172.3%
7000 · Debt Service	59,886.96	68,479.26	-8,592.30	-12.6%
7700 · Transfer to other funds	50,000.00	73,151.00	-23,151.00	-31.7%
<b>Total Expense</b>	<u>720,846.21</u>	<u>607,989.41</u>	<u>112,856.80</u>	<u>18.6%</u>
<b>Net Income</b>	<u><b>2,344,346.94</b></u>	<u><b>1,551,611.21</b></u>	<u><b>792,735.73</b></u>	<u><b>51.1%</b></u>

# EMPLOYMENT AGREEMENT

## Between Port of Siuslaw and David Huntington

This Employment Agreement is made and entered into effective this 16th day of December, 2020, by the Port of Siuslaw and David Huntington.

1. Employment; District Policies. The District agrees to employ Employee as the District's Manager and Employee accepts such employment, upon the terms and conditions of this agreement and upon the terms and conditions of the District's personnel policies. Employee shall be subject to all District policies, procedures, and rules unless expressly exempted from such policies herein. Employee understands and agrees that he is an at-will employee and may be terminated at any time, subject only to the terms of this Agreement and the applicable personnel policies and rules of the District.

2. Term. This Agreement shall initiate on the date it is signed by both parties and shall continue for eight years unless otherwise terminated as provided herein.

3. Compensation and Benefits. The District shall pay Employee an annual compensation amount of \$.82,000 These amounts shall be payable in equal monthly installments on the District's regular pay days. The District will review employee's performance annually and determine any appropriate adjustment, as set out in 5, below. Employee's compensation may be amended or changed at the District's sole discretion.

All benefits provided to Employee are as listed in the District's personnel policies, as they may be adopted or amended from time to time, including but not limited to: District-paid health care premium payments for Employee's medical, dental, and vision insurance (which shall be the same coverage as provided to other exempt employees); sick leave and holiday leave benefits as further detailed in the District's personnel policies and three (3) weeks paid vacation.

4. Extent of Services. Employee shall perform the job duties set forth in the Port Manager job description, a true copy of which is attached to this agreement and incorporated herein as Exhibit A. Such job duties may be amended from time to time by the District. Employee shall devote his/her entire time, attention and energies to the District's business in performing his/her duties as the Manager for the District and for any entity for which the District provides services. Except as provided in this Section 4, during the term of this agreement, Employee shall not be engaged in any business activities that interfere with his/her current duties as the Manager of the District.

It is expected that Employee shall devote no less than forty (40) hours per week to his/her duties and often must work in excess of 40 hours per week. This position is exempt from overtime. The hours shall be reviewed by the Board. Employee may regulate or flex his/her own hours in accordance with the Board's instructions and the fulfillment of duties.

5. Reviews. The District shall conduct an annual written review of Employee's performance on a date to be determined by the Board. The Board, in consultation with

Employee, shall identify objective criteria to be evaluated as part of that performance review. Each evaluation shall include a review of the prior year's goals and objectives, and the identification of goals and objectives to be achieved during the following year. Any adjustments in compensation or benefits shall be made as part of the review process. Nothing herein prohibits the Board from evaluating the employee's job performance at any time.

6. Professionalism. The parties will: work cooperatively and harmoniously to accomplish the District's mission. Employee will comply with ethics laws; and will not engage in any conduct that causes injury to the professional reputation of the District or Employee. The parties will follow and abide by all applicable federal, state and municipal ordinances and laws, and will comply with all applicable District policies and procedures.

7. Termination and Discipline. The provisions of this Section, shall control over any conflicting District personnel policies or procedures pertaining to the District's disciplinary process, disciplinary appeal rights, probation, or employee reviews.

a. By Employee: Employee may terminate this agreement and his/her employment upon thirty (30) days' prior written notice to the District. In such event, the District will have the right to (i) continue to require Employee to provide services under this agreement during the 30-day notice period; (ii) place Employee on administrative leave during all or any portion of such notice period, and pay Employee the base compensation Employee would have earned during such 30-day period; or (iii) accelerate the effective date of such termination to a date determined by the District in its sole discretion, and pay Employee the base compensation Employee would have earned during such 30-day period. In the event of termination under this Section 7.a, no severance compensation shall be paid to Employee, but Employee shall be entitled to compensation for all earned but unused vacation time, subject to the general guidelines of the District for exempt employees. However, if Employee fails to provide the notice required in this Section 7.a, then District may, at its discretion, withhold all or a portion of Employee's unused vacation leave compensation.

b. Without Cause by the District: The District may terminate this agreement and Employee's employment at any time upon written notice to Employee. In such event, the District will have the right to (i) continue to require Employee to provide services under this agreement during the 30-day notice period; (ii) place Employee on administrative leave during all or any portion of such notice period, and pay Employee the base compensation Employee would have earned during such 30-day period; or (iii) accelerate the effective date of such termination to a date determined by the District in its sole discretion, and pay Employee the base compensation Employee would have earned during such 30-day period. Employee shall also be entitled to compensation for all earned but unused vacation, accrued holiday and personal time, subject to District policies for exempt employees. Employee acknowledges that this contract provision cannot be changed or modified by any statement or policy of the District which may indicate or infer that he may not at any time be dismissed without cause. No appeal process shall apply to a termination under this section.

c. Termination For Cause by the District. District may terminate this Employment Agreement and Employee's employment "for cause" for Employee's violation of District policies, procedures, or rules; for any violation of state or federal law; for repeated

and unimproved performance deficiencies after following the disciplinary process in the District's personnel rules; or for egregious conduct, misconduct, or theft or dishonesty. No appeal process shall apply to a termination under this section.

Employee's acceptance of a severance payment shall constitute the following waiver: *I, (employee), FOR MYSELF AND ON BEHALF OF MY HEIRS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS:*

- A. HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE DISTRICT and all departments, agencies, subdivisions, officers, agents, employees or representatives, and all other related legal persons or entities not named herein, from any and all claims, expenses, injuries, losses, or rights of contribution or indemnity, as well as any other statutory rights, attorney fees, and damages, without limitation, which I have had, now have, or may have up to the date of this Agreement, based upon, related to, or arising out of my employment with DISTRICT. This release includes but is not limited to claims for wages, monies, damages, attorney's fees, emotional distress, stress, discrimination, physical injuries, bodily injury, medical expenses, reinstatement to employment, and/or rehire. This release also includes any claim under state, federal, or local law or authority, including but not limited to: any claim for additional compensation in any form and any claim arising under any Oregon or federal statutes pertaining to wages, conditions of employment, wrongful discharge, retaliation, or discrimination in employment, and including any claim under Oregon Revised Statutes Chapters 652, 653, 654, 656, 659, and 659A; Title VII of the Civil Rights Act of 1964; the Post Civil War Acts (42 U.S.C. §§ 1981-1988); the Age Discrimination in Employment Act ("ADEA"); the Americans with Disabilities Act ("ADA") as amended; the Equal Pay Act of 1963; the Occupational Safety and Health Act; the Contract Worker Hours and Safety Act; the Older Workers Benefit Protection Act ("OWBPA"); Executive Order 11246; any regulations adopted under or amendments of such authorities; and any applicable contract, tort, or other common law or statutory law theories. (This release does not include any claims I may have for unemployment compensation benefits, workers compensation benefits, claims under the Fair Labor Standards Act, health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). I understand that this release does, however, prevent me from recovering any monetary gain whatsoever, including the recovery of attorney fees from the filing of administrative complaints.
- B. AGREE NOT TO PURSUE ANY LITIGATION OF ANY KIND OR NATURE against the parties being released, their officers, agents, employees, representatives, successors, and assigns. I understand and agree that this release constitutes a full and final compromise, satisfaction and settlement of all claims and rights against DISTRICT, in any way connected with, based upon, related to or arising out of my employment with the DISTRICT up to and including the date of this release; and
- C. ACKNOWLEDGE THAT DISTRICT HAS FULLY COMPLIED with the terms of the Older Workers Benefit Protection Act and that I have been advised to seek the advice of an attorney regarding my rights pursuant to the Act. Specifically, this Agreement incorporates the legal requirements of the Act by reference as follows:
  - 1) EMPLOYEE acknowledges that he understands the terms and conditions of this Section;

- 2) EMPLOYEE acknowledges and agrees that he has been advised of his right to consult with legal counsel and that he has had the opportunity to consult with legal counsel in reviewing the terms of this Section;
- 3) EMPLOYEE acknowledges that he will receive consideration beyond anything of value to which he already may be entitled;
- 4) EMPLOYEE will be given a reasonable period of time in excess of twenty-one (21) days to consider the terms of any severance payment, including any waiver language. EMPLOYEE may waive this time period at his sole discretion; and
- 5) EMPLOYEE will have seven (7) days after signing this Employment Agreement and any Severance Agreement to revoke his signature.
- 6) EMPLOYEE understands that the severance payment will be paid to EMPLOYEE after the expiration of the consideration and revocation periods described in the immediately preceding Subsections C4 and C5.

9. Notices. Any notices required or permitted hereunder will be sufficiently given if personally delivered or sent by registered or certified mail, postage prepaid, or personally delivered, addressed or delivered as follows:

Employee: To such address as is on file with the District

The District: 100 Harbor St.  
Florence, OR 97439

or to such other addresses as will be furnished in writing by either party to the other party. Any such notice will be deemed to have been given, if mailed, three days after deposit in the U.S. Mail and, if personally delivered, as of the date delivered.

10. Waiver of Breach. Waiver by either party of any breach of any provision of this agreement shall not operate nor be construed as a waiver of any subsequent breach or a waiver of this provision.

11. Amendments. No amendment or variation of the terms and conditions of this agreement will be valid unless the same is in writing, references this agreement, and is signed by both parties.

12. Severability. Should any portion of this agreement be held unenforceable or inoperative for any reason, it shall not affect any other portion of this agreement, and the remainder shall be effective as though such ineffective portion had been originally excluded.

13. Representation. At all times, the District is represented by attorney Jim Brewer of Fewel, Brewer and Coulombe. Employee acknowledges that at all times he had the right to and the availability of independent counsel of his own choosing in regard to this agreement.

14. Section Headings. Headings are used solely for convenience and are not to be used in construing or interpreting the agreement.

15. Governing Laws. The laws of the State of Oregon shall be used at all times to interpret and govern the interpretation in enforcement of this agreement. Venue at all times is Lane County Oregon.

16. Entire Agreement. This agreement constitutes the final and complete statement of the agreement between the parties on the subject matter contained herein, and fully supersedes all prior agreements or negotiations, written or oral. In the event of a conflict between the provisions of this agreement and the District's policies, the provisions of this agreement will control.

IN WITNESS WHEREOF, the District acting through its Board of Directors has caused this agreement to be signed and executed on this \_\_\_\_ day of \_\_\_\_\_, 2021, by its President. Employee has executed this agreement on the date entered below. Each party acknowledges receipt by their signature of a signed copy of the agreement.

DISTRICT:

EMPLOYEE:

By: \_\_\_\_\_  
Terry Duman President

\_\_\_\_\_  
David Huntington

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

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

**From:** Jim Brewer <[jkbrewer@peak.org](mailto:jkbrewer@peak.org)>  
**Sent:** Monday, December 6, 2021 4:48 PM  
**To:** Kelly <[Admin@PortofSiuslaw.com](mailto:Admin@PortofSiuslaw.com)>  
**Subject:** RE: David's Contract

Hi Kelly:

This is pretty good. I would say 8 years is a longer term than I usually see, but there is nothing wrong with it.

Yes, the decision to approve the contract needs to be done in an open session.

Jim

**From:** Kelly <[Admin@PortofSiuslaw.com](mailto:Admin@PortofSiuslaw.com)>  
**Sent:** Monday, December 06, 2021 10:50 AM  
**To:** 'Jim Brewer' <[jkbrewer@peak.org](mailto:jkbrewer@peak.org)>  
**Subject:** David's Contract

Hi Jim,

Please review the attached contract for David. If everything looks ok, please let me know. This was discussed in Executive session and the Commission approved it but wanted you to review it. Also, does it have to be brought up at a regular Commission meeting?

Thank you for your help.

*Kelly*  
*Administrative Assistant*  
*Port of Siuslaw*  
*541 -997-3426*  
[kelly@portofsiuslaw.com](mailto:kelly@portofsiuslaw.com)



# **2021-23 Maintenance Assistance Grant Procedure Guide**



**June 2021**

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## SECTION 1: GRANT PROGRAMS HISTORY AND PURPOSE

- 1.1 **Background.** The State Marine Board (Board) Maintenance Assistance Grant (MAG) Program formerly known as MAP was established in 1985 as a result of legislation that redirected fuel taxes being paid by motorized boat users to the Marine Board. MAG was widely supported by public agencies to assist with the cost of maintaining improved boating access sites throughout the state. Grant recipients were encouraged to use MAG funds to enhance their existing level of maintenance and improve the quality of recreational boating access sites.

In 1995 the Board became the designated agency to receive federal Clean Vessel Act (CVA) funds for installation, replacement and maintenance of boat sewage collection systems such as pumpout, dump station and floating restroom.

The Board does not own or operate any boating access sites or facilities but instead, relies on city, county, port, park districts, state and federal agencies and tribal governments to apply for grants to make needed boating access improvements.

- 1.2 **Grant Programs.** The Boating Facilities Program administers five additional grant programs: Boating Facility Grant (BFG), Waterway Access Grant (WAG), Small Grants, Clean Vessel Act (CVA) Grant and Boating Infrastructure Grant (BIG). Information about these programs can be found in the *Boating Facility, Waterway Access and Small Grant Procedure Guide*.

*This Procedure Guide does not address requirements and procedures associated with WAG, BFG, Small Grants, CVA or BIG grants for construction, renovation, or education. Please contact the Boating Facilities Program if you have questions about those programs.*

- 1.3 **Eligible recipient.** A city, county, port, park district, or state agency is eligible for funds to help maintain a public Boating Access Site, Floating Restroom, or Sewage Collection System serving recreational motorboat users.

- 1.4 **Eligible uses of state grant funds.** MAG may be used for routine operations and maintenance activities at approved motorized and mixed-use recreational boating access sites identified in the grant agreement. Activities include cleaning of the launch ramp, dock, parking area, and restroom; garbage service; groundskeeping; utilities; security camera operation; and minor repair of public recreational boat access facilities statewide. Grant funds may be expended for materials, supplies, personnel, labor, outside contracts, and program administration are eligible.

A. **Materials & Supplies.** Consumable items or components used in the service, repair, or maintenance of site improvements may be funded by MAG.

1. Consumable items and service components include janitorial and maintenance supplies (e.g., restroom tissues/towels/supplies, cleaning and sanitizing chemicals/equipment, recycling and trash containers, personal protective equipment) and maintenance supplies (e.g., fasteners, lumber, primer/paint, fuel/oil, spare parts) required for site maintenance.
2. A recipient may expend MAG funds to purchase tools or equipment to maintain an approved Boating Access Site, including custodial, maintenance, and grounds services. Tools may be any hand tools or power tools required to efficiently or effectively complete maintenance tasks. Equipment is considered more permanent and longer lasting than supplies, which are used up quickly. Equipment includes machinery, fixtures, vehicles, electronic devices, and other machines necessary to maintain the approved boating access site. Expenditures have the following restrictions:
  - a. The total spent on tools and equipment during the term of the agreement may not exceed ten percent of the agreement's allocation.
  - b. Use of MAG to purchase tools or equipment is contingent upon the recipient providing sufficient maintenance that complies with expectations as established by the Board.

B. **Personnel/Labor.** Expenses for non-supervisory staff performing maintenance tasks and traveling to

and from approved boating access sites. Expenses include wages, payroll taxes, benefits, insurance, leave, personal equipment or supplies.

- C. *Outside Contracts*. This includes third-party services such as commercial janitorial services, garbage collection and recycling services, as well as plumbing or electrical work. Where the recipient has contracted for services necessary to maintain the approved boating access site.
- D. *Program Administration*. A recipient may expend up to 15 percent of the grant award on administrative services such as staff supervision, fiscal, procurement, reporting or management of the agreement.

1.5 Ineligible uses of grant funds. MAG may not be used to operate, maintain or administer the following types of facilities or activities:

- A. Fish cleaning stations, marine fuel station, long-term marina or moorage feature, campground, trail, picnic area or shelter, swim area or other large day use component.
- B. Limited or restricted public entry such as employee or membership only or unreasonable hours of operation at an approved boating access site such as 2:00-3:00pm.
- C. Commercial use is Ineligible. A recipient may not expend MAG funds for any feature, or portion of the site, where commercial activity limits public recreational boating use or access, unless the commercial activity is incidental. Examples include the loss of public parking or dock space by the commercial operator or their customers or regular or prolonged closure of a portion of an approved Boating Access Site due to the activity or event.
  - 1. Commercial use may include any activity that is permitted, licensed, or expressly allowed by the site owner or managing agent and that conveys exclusive use or a preference in use to any individual, group, or entity and not the general boating public.
  - 2. Examples of commercial use include: a permanent or portable store, restaurant or shop; commercial fishing vessel moorage; charter boat moorage; fish cleaning service; tour or excursion boat boarding or moorage; shuttle service; ticket sales, or watercraft rental.
  - 3. Incidental or occasional use by a boat manufacturer or dealer to test or demonstrate boats or use by an outfitter or guide is not commercial use if the use is not exclusive or guaranteed and receives no preference over use by the general boating public.
  - 4. A single or annual event such as a festival or contest is not commercial use unless the event is repetitive, extensive and results in the loss of access or use of the approved Boating Access Site for an excessive amount of time or the event has the potential to damage or degrade the Boating Access Site. All non-water dependent events should be relocated to another location to not impact recreational boaters who must have access to water-dependent boating facilities to recreate.

1.6 Eligible uses of federal grant funds. Federal grant funds may be expended only for routine maintenance and operation of an approved Sewage Collection System or Floating Restroom.

- A. Sewage Collection System or Floating Restroom must be open to the public at no cost and available at least during the peak season of use.
- B. Routine maintenance and operation may include cleaning, septic disposal, utilities, minor repair, deployment, and winterization.

1.7 Ineligible uses of federal grant funds. Sewage Collection System or Floating Restroom that has limited or restricted public use such as member only, campground customer only, has unreasonable hours of operation, or does not primarily serve motorboats.

1.8 Civil Rights requirements. Applicants must assure that as a condition of receiving MAG funds, they will comply with all local, state, and federal laws relating to non-discrimination including but not limited to the following:

- A. Executive Order 11246, Equal Employment Opportunity and Title VI of the Civil Rights Act of 1964 (PL 88-352, 42 U.S.C Sects. 2000D to 2000D-4) 43 CFR 17, Subpart A-Title VI prohibits discrimination based on race, color, or national origin in program participation and employment, where (1) the primary purpose of the grant is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of person, who are or should be benefitting from the grant. The provisions of Title VI of the Civil Rights Act of 1964 and Executive Order 11246 implementing the Act must be followed.
  - B. Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686), which prohibits discrimination on the basis of gender.
  - C. Section 504 of the Rehabilitation Act of 1973(P.L. 93-112), as amended in 1978 (43CFR 17, Subpart B) Section 504 requires that no qualified persons shall on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity.
  - D. Age Discrimination Act of 1975 (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age.
  - E. Drug Abuse Office and Treatment Act of 1972 (PL 92-255), which prohibits discrimination on the basis of drug abuse.
  - F. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism.
  - G. Architectural Barriers Act of 1968 (ABA), P.L. 93-112 all facilities must be accessible to the physically handicapped.
  - H. Americans with Disabilities Act of 1990 (ADA), which provides for clear and comprehensive prohibition of discrimination on basis of disability in employment, state and local services, including transportation, public accommodations and services, and telecommunications. The U.S. Access Board [www.access-board.gov](http://www.access-board.gov) has the latest guidelines.
- 1.9 Ownership. MAG may be used to maintain public recreational boating access sites and features only on property owned and/or managed by the recipient. This includes ownership in fee simple, a long-term lease, easement, or intergovernmental agreement authorizing the recipient's control over the property throughout the term of the grant agreement.
- 1.10 Funding availability. MAG is made available on a biennial basis, beginning July 1 of every odd year and ending June 30 of the ensuing odd year, as authorized by the legislature and allocated by the Board for this purpose. MAG funds must be expended by the grant recipient prior to the end of the biennium in which they are awarded.
- A. The Board notifies potential recipients of MAG funding availability in November preceding the start of each biennium. MAG application deadlines are also posted on the agency web site [boat.oregon.gov](http://boat.oregon.gov) and published in the program newsletter *Boat Access Today*, which is sent to individuals and agencies on a list maintained by the Boating Facilities Program. If you want to receive the newsletter, contact the Boating Facilities Program.
  - B. The Board may adjust the amount of funds available, application deadlines, and allocation dates to meet existing needs or opportunities that may occur.
- 1.11 State and federal MAG matching fund requirements. Applicants are required to provide match to MAG. Applicant match can be recipient cash, donations, force account labor, materials, supplies or equipment. In addition to cash match, the recipient should identify administrative match contributed to the project. Administrative match can include the cost of project administration, legal fees and contract management.
- In the event the recipient has an approved federal indirect rate, and the recipient is applying for federal

funds these items can be considered administrative match or may be eligible for federal MAG funding. Contact the Boating Facilities Program Manager if you have an approved federal indirect rate and are applying for federal MAG funds for Sewage Collection System or Floating Restroom.

Applicants can provide match in the form of force account labor, materials or equipment. Force account match may consist of recipient or donated labor for maintenance of existing structures, plantings, painting and similar tasks; donated or recipient-supplied materials such as lumber or crushed aggregate; or donated or recipient use of equipment such as a dump truck, road grader, paint striper, or tools. Force account labor, materials, or equipment must be items that would otherwise require MAG funds to pay for as part of the scope of the grant.

The Board's guidelines for the minimum percentage of match including cash, force account and administrative items on an application that only has state MAG funding for maintenance of facilities for recreational boating use is 40%. The minimum percentage of match for maintenance of Sewage Collection Systems and Floating Restrooms awarded federal MAG funds is 25%.

## SECTION 2: STATE AND FEDERAL MAG APPLICATION PROCEDURES

2.1 Contents of application. To be considered for MAG, potential recipients must prepare and electronically submit a grant application form to the Boating Facilities Program by the established grant application deadline. The Application consists of five sections including the signature section. The Application can be downloaded from the Marine Board website at [boat.oregon.gov](http://boat.oregon.gov) under Boating Facilities. Sample forms and filing instructions are included in this guide.

### A. *Section 1. Applicant Information*

Provide the contact information for the applicant's project manager. The project manager is the key point of contact responsible for all MAG grant activities. The project manager will be responsible for coordinating all grant correspondence with OSMB, including grant application, administration, compliance, fiscal and performance reporting, and related activities. This person may be different from a local or regional site manager. Provide the name and contact information for the fiscal point of contact.

### B. *Section 2. Modifying or Adding Access Site*

Identify if the applicant has participated in the MAG program within the last two years. If yes, and **NO** modifications have been made to site fees, season of use, site features such as number of parking spaces, linear feet of dock etc. and no new sites are requested to be considered, then mark No Modifications. If there are modifications to existing site information or the applicant is requesting consideration to add a new access site complete MAG Modifying or Adding Access Site Form for each site that has modifications or proposed new access site.

When listing vessel waste collection equipment, group units installed in the same location. For example, if there is a pumpout and a dump station installed on the fuel dock, list one system named "Fuel Dock Pumpout/Dump Combo". List equipment separately if units are installed in different locations. For example, assume there is a pumpout on Dock C, a pumpout and dump station combination unit on Dock H, and an upland dump station. You would list three systems named "C Dock Pumpout", "H Dock Pumpout/Dump Combo", and "Bramble Creek Dump Station".

Identify any fees charged for using the boating access site or related facilities. For use fees and moorage give the daily rate.

Identify the types of boats that are currently using or anticipated to use the boating access site. Provide an annual estimate of the number of launch and retrievals, number of boats mooring overnight and number of boat-in camping nights as applicable.

Complete the table identifying by month the types of boating activities occurring or anticipated

at the boating access site or waterbody. Using a scale of high, medium and low.

Use information can come from door counts, traffic counters, entrance or other fee receipts, and staff observations. Local marine deputies, adjacent boating access site owners, and users can also provide information to help quantify the type of boats and mix of use.

Provide information about ownership and management of the property. Identify if there are any easements, deed restrictions, agreement covenants or other limitations on property development. If the property is leased or under operation and management agreement identify who owns the property and number of years remaining in the lease. Identify who manages the property.

C. Section 3. *Maintenance Schedule and Plan*

1. Describe the maintenance schedule, plan guidance or other documentation used to operate and maintain the approved boating access sites. Attach a copy of the referenced information or provide a link where the plan, guidance, schedule or other documentation can be obtained.

D. Section 4. *Proposed Budget*. (All applicants complete)

Please note this is estimated and will be used to identify if the applicant has included the minimum amount of match for state and federal MAG. The amount and categories may change when expenditures are made and requests for reimbursement are submitted.

1. Part 4A. Administrative Match: Identify the value and source of any administrative match the applicant or others will provide as a part of the project. These costs can serve as a portion of the applicant's required match for the grant.

Below are examples of eligible items for each line. This information will also be included on partial and final reimbursements if a grant is awarded.

- a. *Administration*: Attending meetings relating to the project, procurement process, or supervision of force account labor.
  - b. *Federal indirect rate*: This only applies if you have received a grant with federal funding. The approved federal indirect rate type will be one of the following types provisional, final, predetermined, or fixed. If the applicant has never had an approved federal indirect rate you may elect to charge a de minimis rate of ten percent of the modified total direct costs.
  - c. *Pre-agreement expenses*: Allowable expenses that have been **preapproved** by the Boating Facilities Program Manager prior to the agreement being executed but within the biennial period.
  - d. *Other*: Identify other match that would not fall into the above line items.
2. Part 4B. Force Account Match. Identify the estimated cost and source of any force account labor, materials, and equipment supplied by the applicant or others. Force account refers to applicant staff; equipment, or materials owned by the applicant; or labor, equipment, or materials donated by a third party. Provide details and description of the proposed force account labor, materials, or equipment and who is providing the items.

Note: The recipient must be able to document these items and provide as supporting documentation during the reimbursement process.

3. Part 4C. Cash Match. Identify the estimated cash contributions by the applicant or others along with the amount requested from the Board. Identify the amount and source of any "Other" funds listed separately in Section 4 Part E.
  - a. *Materials Purchased* is only for the applicant purchase of maintenance items such as paint, fixtures, lumber, or building or roofing materials that will be installed using force account labor or contracted labor. This line does not refer to any materials a contractor purchases



directly and installs under a third-party contract.

- b. *Equipment Rental* is only for the rental of equipment that the applicant would use for maintenance tasks completed by force account labor. This can include specialty tools, transportation vehicles, charges from a separate division for use of equipment such as Public Work charging Parks for use of a backhoe or other related items. This line does not refer to any equipment a contractor would rent under a separate construction contract.
  - c. *Federal indirect rate* only applies if you have received a grant with federal funding. The approved federal indirect rate type will be one of the following types provisional, final, predetermined, or fixed. If the recipient has never had an approved federal indirect rate you may elect to charge a de Minimis rate of ten percent of the modified total direct costs.
  - d. *Outside contract* is typically for services which can include repair of plumbing or electrical systems, or other specialties such as garbage collection services, seasonal dock removal and installation or debris removal from boat ramps and docks.
  - e. *Other* is for cash expenses that do not fit within the above identified line items.
4. Part 4D. Total Proposed Project Funding. Transfer the totals from Section 4 parts, A-C to the corresponding lines and add for the grand total.
  5. Part 4E. Other Source, Type and Amount of Non-Applicant Match. If any amounts are listed in the "Other" columns in Section 4 A-C, provide details about the type, source, and amounts of these contributions. If necessary, attach additional sheets. This information is particularly important if any "Other" funds are from other grants.

E. *Section 5. Signature and Certification.*

By signing the Application, the applicant is certifying that its governing body or board of directors is aware of this request and has authorized the signer as the official representative of the applicant to act in connection with this Application and subsequent project as well as to provide additional information as may be required.

- 2.2 Submitting a Complete Application. Applicants must submit a complete application by the application deadline.
  - A. All Applications must be submitted on or before the application deadline. Staff will not process any applications received after the specified deadline.
  - B. Staff will attempt to review applications received prior to the specified deadline and inform the applicant of any additional information needed.
  - C. Once an application is accepted, the recipient will be notified of the assigned grant reference number. After reviewing the application and attachments, additional information may be requested from the applicant to help clarify information contained in the application. A recipient's lack of responsiveness and clarity to such a request may negatively affect the grant evaluation.
- 2.3 Grants Workshop and Pre-Application Meeting. Boating Facilities Program staff occasionally conduct grant workshops to inform potential applicants of application procedures and administrative requirements of the program. All prospective applicants are encouraged to attend a workshop prior to applying for a grant.

In addition, it may be beneficial to meet with appropriate MAG program staff prior to submitting an application. This will provide the applicant an opportunity to ask questions regarding the grant program and will allow Boating Facilities Program staff to assist the applicant if requested. Requests should be made as early as possible prior to the established deadline for submitting a grant application and directed to the Boating Facilities Program Manager. The availability of staff is subject to prior scheduling and other priorities.

## SECTION 3: GRANT APPLICATION REVIEW AND CONSIDERATION

- 3.1 Initial Staff Review. After an application is received, staff will review it for completeness, assign a project number, and notify the applicant of the application status. The notice may request additional information for clarification on the application. *Please use the assigned project number in all correspondence regarding the application and/or project.*
- 3.2 Allocation Formula. Staff will determine the amount of an applicant's allowable grant allocation total based on the best available information relating to use fees; types and seasons of site use; seasonal maintenance practices; plus types and quantities of equipment, facilities, and site improvements serving motorboats. The MAG allocation formula uses a point system based on site features available at a Boating Access Site. Each point has a value of \$100. The MAG point schedule is in Appendix C.

Staff will calculate grant amounts using the allocation methodology as follows:

- A. Base state fund MAG Allocation. Determine the base allocation for each Boating Access Site. Include all eligible improvements or facilities, i.e., site feature, that serve motorboats.
1. Calculate the base allocation point value as prescribed by the MAG point schedule for the size or quantity of site features, including number of launch lanes, boat trailer parking area or spaces, restroom stalls; length of docks; plus groundskeeping and garbage service.
    - a. Parking points will be awarded only for parking features that safely accommodate six vehicles with boat trailers at the launch site. No points will be awarded for any car parking area, spaces that are too small for a vehicle with a boat trailer, allows long-term parking, storage of boats, unhitched trailers, vehicles or other items or parking not actively serving motorboat users launching or retrieving from a launch ramp.
    - b. Points awarded for any parking feature will be no more than the single highest point category applicable to that parking feature. No single parking feature will be awarded points from multiple point categories.
    - c. For parking features without obvious, actively maintained pavement and space delineation, i.e., striping, parking points will be awarded based on the total area at the launch site that is dedicated to parking vehicles with boat trailers. Points will be awarded only for vehicle with boat trailer parking area that is dedicated to serve motorboat use associated with the launch site.
    - d. For parking features having obvious, actively maintained pavement and striping, parking points will be awarded based on the total number of adequately sized, delineated parking spaces that are dedicated to parking vehicles with boat trailers at the launch site. Points will be awarded only for vehicles with boat trailer parking spaces that are dedicated to serve active motorboat use associated with the launch site.
    - e. Parking points will be awarded only for overflow parking features where a separate, additional parking feature is necessary to supplement the parking capacity for vehicles with boat trailers at the site. Overflow parking must be readily accessible to all motorboat users, of adequate size to meet MAG eligibility requirements, and located within reasonable distance of the boat launch.
  2. Adjust the base allocation to include additional points for each Boating Access Site that is accessible only by boat.
  3. Adjust the base allocation to include additional points for an applicant who provides four or more MAG-funded access sites. Sewage Collection System or Floating Restroom are not included in the applicant's total site count if it is located within or adjacent to a state funded, MAG access

site.

B. Seasonal Adjustment. When a site feature is not open for public use, actively maintained, or operational, the allocation will be adjusted to match the period during which it serves motorboats and is actively maintained. Staff will adjust the base allocation for seasonal availability as follows:

1. For each site feature at a Boating Access Site that is available only during the required minimum three-month peak season, reduce that feature's point value by 50 percent.
2. For each site feature at a Boating Access Site that is available only during the required minimum three-month peak season plus a three-month shoulder season, reduce that feature's point value by 25%.
3. For each site feature at a Boating Access Site that is available at least during the required minimum three-month peak season, but less than 12 months, adjust that feature's point value on a pro rata basis as appropriate.

C. Other Adjustments. The base allocation may further be adjusted in instances where the number of site feature quantities or total site maintenance costs differ substantially from typical motorboat access sites, or where substantial shared use or seasonal closures occur. In such cases staff may adjust the point values for the site features as follows:

1. To fit within the recipient's estimated budget for the site;
2. To balance the number of launch lanes to the number of parking spaces in conformance with the current version of the Board's *Design Guidelines for Recreational Boating Facilities*;
3. To account for joint use of restroom or parking stalls or other features that clearly serve other developed activity areas besides boating, such as large day use areas, marinas, campgrounds, and downtown areas; and
4. For seasonal closures of boating access site features.

D. Use Fee Adjustment. When a fee is charged for public use of a site feature, the MAG allocation will be adjusted to recognize the grant funding contribution already made by motorboat users. Fee includes any day use, entry, launch, parking, or other fee charged to a motorboat user for use of the boating access site. Fees do not include any donations or annual passes. Staff will reduce the MAG allocation according to the total fees paid by a motorboat user for a single use of an approved boating access site.

1. A recipient who charges a fee over \$5.00 may not receive MAG funds for that boating access site.
2. Staff will reduce a site's total allocation for fees charged as follows:
  - a. \$0.00-\$2.00 – no reduction
  - b. \$2.01-\$3.00 – 15 percent reduction
  - c. \$3.01-\$4.00 – 40 percent reduction
  - d. \$4.01-\$5.00 – 75 percent reduction
  - e. \$5.01 and above – not eligible
  - f. No fees allowed for floating restrooms, pumpouts or dump stations.
3. Notwithstanding the provisions in Paragraph 1 of this subsection, an applicant may request to charge a moorage fee at a MAG-funded site that exceeds the maximum allowable use fee.

- a. To request consideration for a moorage fee that exceeds a daily rate of \$5.00 the applicant must submit by email or letter to the Boating Facility Program the following information:
  - (1) Identify local or regional market moorage rates, include the rate basis, location and similar access site features.
  - (2) Will rate apply to day use and overnight mooring?
  - (3) Will the rate be the same for day use and overnight mooring?
  - (4) Will the fee be only to recover direct utility costs associated with electricity, water or sewage used by the moored boat?

Staff will review and evaluate the information and make a recommendation to the Director on the reduction amount.

- b. No reduction will be applied to the total site allocation if the moorage fee charged to a user is only for utility service and the fee amount is the minimum necessary to recover direct utility costs.

E. Base federal MAG Allocation. To determine the Base Allocation for each federal MAG award, Staff will calculate the number of points attributable to each pumpout, dump station, and floating restroom using the point values in the MAG point schedule. To be eligible no fees may be charged for use of these sites.

F. Seasonal federal MAG Adjustment. A Sewage Collection System is considered open if it is operational, actively maintained, open for public use and has all necessary items in good working order such as hose, adapter, and utilities. A Floating Restroom is considered open if it is deployed to its intended in-water location, operational, actively maintained, open for public use and has all necessary items in good working order such as batteries, and toilet flushing system. Staff will adjust the base federal MAG grant allocation for seasonal closure, based on the following:

1. For each funded feature that is open only during the required minimum three-month peak season reduce that feature's point value by 50 percent.
2. For each funded feature that is open only during the required minimum three-month peak season and the three-month shoulder season reduce that feature's point value by 25 percent.
3. For each funded feature that is open at least during the required minimum three-month peak season, but less than 12 months, reduce that feature's point value on a pro rata basis.
4. For Floating Restroom if the feature is unavailable for public use due solely to low water or other conditions beyond the control of the recipient and the recipient uses that time to repair or maintain the Floating Restroom it may be considered open for the purpose of federal MAG funding.

G. Total MAG Allocation. Staff will calculate the applicant's total state fund MAG allocation as the sum of the allocations for all the applicant's MAG-approved sites, as adjusted according to subsections A, B, C, and D of this section, for each year of the grant term. The recipient's total federal fund MAG allocation is the sum of federal MAG Allocations for all of the applicant's approved sites as adjusted for season of use, for each year of the grant term. One grant agreement will be issued for both state and federal MAG.

3.3 Staff recommendation. Staff will review and evaluate the grant request for agency priorities and make a recommendation to the Director for funding.

3.4 Consideration by the Director. The Director will review documents and staff recommendation and make a funding determination on the application. Determination is generally completed within three to seven days.

- 3.5 Biennial reporting to the Board. Staff will prepare a MAG summary report each biennium. The report will be provided to the Board during a regularly scheduled meeting.

#### SECTION 4: GRANT AGREEMENT AND PROJECT ADMINISTRATION

- 4.1 Grant Agreement. Once the Director has approves a MAG award, the recipient must enter into a grant agreement with the Board. The grant agreement describes the responsibilities of all parties and the terms and conditions associated with the grant.

A grant agreement must be duly signed by all parties within 90 days of approval. If the grant recipient does not sign the grant agreement in a timely manner the Board may cancel the grant. Until the grant agreement is signed by all parties, the grant recipient or any other party to the agreement may discontinue their involvement in the grant.

The Board will email the grant agreement for signature and provide each party to the grant agreement a fully executed electronic copy once all signatures have been obtained.

- 4.2 Project Period and Start Up. Unless modified by mutual consent of all parties, the grant agreement binds all parties from the date it is signed for the biennial performance period that begins July 1 of the first odd year and ends June 30 of the following odd year.
- 4.3 Project Completion. Since MAG grants address ongoing needs for routine maintenance and operation, "project" refers to the ongoing, routine maintenance tasks or activities authorized and occurring during the performance period in the grant agreement. A MAG grant project is generally considered to be complete when the term of the grant agreement expires and final reimbursement is made, whichever occurs last.

#### SECTION 5: FISCAL GRANT ADMINISTRATION AND REPORTING

- 5.1 Keeping Records and Requesting Reimbursement. MAG grants are reimbursement grants. This means that the grant recipient must expend funds prior to receiving reimbursement. Reimbursement will only be approved for costs associated with work directly related to and identified in the scope of the grant award, grant agreement, and other grant-related documents. The reimbursement amounts are calculated based on the parties' percentages of required match for state and federal MAG. As an example, if the total maintenance expenses are \$10,500 for the reimbursement request and the grant recipient match is 40% state MAG (\$10,000) and 25% for federal MAG (\$500) and Marine Board Grant is 60% for state MAG and 75% for federal MAG the amount paid by the parties would match their percentage. Grant recipient pays \$4,000 to match state MAG and \$125 to match federal MAG for a total of \$4,125 and Marine Board pays \$6,000 state MAG and \$375 federal MAG for a total of \$6,375.

A grant recipient's request for reimbursement will be held until all required documentation is provided and accepted by Boating Facilities Program staff. It is essential that the grant recipient keep accurate documentation and records to obtain reimbursement. Supporting evidence must be documented for each item identified in the budget. Estimates are not acceptable for reimbursement.

A. Additional reimbursement request information is provided below.

1. *Partial Reimbursements*. A grant recipient may request reimbursement for eligible expenditures made at any time after a significant portion of the project has been completed or materials received. Partial reimbursements are not required, and a grant recipient may submit only the final reimbursement request. To submit a partial request, A grant recipient must submit a completed Grant Reimbursement Form (see Forms Library at [boat.oregon.gov](http://boat.oregon.gov)) and attach documentation supporting the expenditures including Administrative, Force Account, and Cash match. In no event shall the Board disburse more than 90 percent of the grant award amount for partial reimbursements.
2. *Final Reimbursement*. A final reimbursement can be submitted only after all work or materials have been completed and accepted by the grant recipient and acknowledged as prescribed by

agency staff. To request final reimbursement, A grant recipient must submit a copy of the Grant Reimbursement Form along with documentation supporting all expenditures including Administrative, Force Account, and Cash match. Boating Facility Program staff may inspect the completed work before the final reimbursement is authorized.

- 5.2 Completing the Reimbursement Form. It is recommended to establish separate cost accounting for MAG. Expenditures should be captured and monitored based on the grant budget to account for Administrative match, Force Account match, and Cash match on the reimbursement form.
- 5.3 Cost Overruns. The grant recipient is responsible for all costs above must make every effort to avoid cost overruns on a project.
- 5.4 Requesting a Modification or adding a New Access Site. A grant recipient may request a modification to the scope of a grant or adding a new site by submitting an email to the Boating Facilities Program Manager summarizing the request and attaching the completed Grant Modification or New Access Site Information Form. In addition, include any supporting documents such as council resolution, governing board order, lease agreements etc. Requests will be reviewed and if needed additional clarification requested prior to making a determination. In the event there is a financial increase or decrease in MAG award, notice will be provided prior to issuance of an amendment.

## SECTION 6: SITE MANAGEMENT RESPONSIBILITIES

- 6.1 Conversions. The terms and conditions of MAG grant agreements require a grant recipient to retain ownership or management of all sites receiving grant assistance, maintain the site(s) and features in a safe and usable manner, and make them available for public boating recreation during the term specified in the agreement. A grant recipient may not convert, wholly or in part, any equipment or tools acquired, or any site or feature maintained with grant assistance to any use other than those stipulated in the grant award or grant agreement, without Marine Board approval. If the grant recipient converts a site or feature maintained with grant assistance to unauthorized uses or disposes of the tools or equipment before the ending date of the grant agreement, the grant recipient must reimburse the Board 100% of all funding received or provide replacement access as approved by the Board. Replacement access must be equal to the access, motorboat user benefit, and level of development as agreed by the Board. The Recipient is responsible for providing replacement access to match the quantity and type of features to meet the needs of recreational motorboat users. As an example, if the converted access had twenty paved boat trailer parking spaces, a two-stall flush restroom, and single lane concrete ramp, then the level of development on the replacement access must match those amenities and not become gravel parking, portable toilet, or gravel ramp. In addition, the access to the water must be of equal or better functionality and utility to serve recreational motorboats.
- 6.2 Operations and Maintenance. A grant recipient must operate and maintain each boating access site and feature, so they appear attractive and inviting to the recreational boating public. Sanitation and sanitary facilities must be maintained in accordance with applicable public health standards and codes. Each site and its related features must be kept safe for public boating use and kept in good working condition throughout the term of the agreement. A grant recipient must make each boating site and its features available for public use during reasonable hours of the day and times of the year. A grant recipient must perform or contract for adequate routine maintenance and operation activities to protect the public, preserve the viability of the site and features, and provide a quality boating experience for the public. Any event such as vandalism, flood, fire, or closure that requires significant corrective action must be promptly reported to the Board. A grant recipient must maintain, store, and manage equipment purchased through the grant.
- 6.3 Financial and Accounting Requirements. A grant recipient must maintain complete fiscal records relating to the approved grant in a manner that is consistent with generally accepted accounting principles. Required fiscal records must provide an accurate and timely accounting of funds received by source of expenditures and any unexpended balances. The grant recipient's records must be detailed and include readily available documentation sufficient to demonstrate that all expenditures reimbursed by the Board

covered eligible costs under the terms of the grant award. Other records such as correspondence and photos documenting events related to the project and grant must also be kept and maintained by the grant recipient.

A grant recipient must provide authorized staff of the Board, the Oregon Secretary of State's Office, and the federal government access to all fiscal records and supporting documentation. All grant-related fiscal records and supporting documentation must be maintained for a period of six (6) years following completion of the work authorized by the grant award. In the event that litigation is involved, a different retention schedule may apply. Contact the Marine Board for more details. All recipients who receive federal funds must comply with OMB Circular A133 Single Audit Act.

- 6.4 Availability to Users. A grant recipient must agree to allow Board staff, or their agents, unencumbered access to inspect the site, features, and equipment assisted with grant funds throughout the term of the grant agreement. Inspections will generally be for the purpose of determining whether the site and features are open and available for public boating use, properly maintained, and serving the users for which the grant was awarded. Inspections may also be performed of the acquired tools and equipment. Following inspections, staff may request that the grant recipient provide maintenance logs, use data, inventory data, or recommend that the grant recipient take corrective actions to remediate any problems noted.

## SECTION 7: GLOSSARY

7.1 Terminology. For the purpose of this Procedure Guide, the following definitions apply:

**Access Road:** A road that leads from a main thoroughfare to a Boating Access Site launching access or parking area.

**Administration:** The preparation and management of a MAG including, but not limited to fiscal responsibilities, staff supervision, and reporting activities.

**Agency:** The Oregon State Marine Board, agency staff, or other authorized representatives.

**Amendment:** A modification to the grant agreement typically for funds, scope, or term of a grant agreement.

**Annual Maintenance:** Routine maintenance and operation activities typically scheduled to occur yearly and performed by the recipient during the grant term.

**Application:** A complete grant proposal with the required forms and attachments submitted for consideration by the Board.

**Biennium:** The 24-month period beginning July 1 of each odd-numbered year and ending June 30 of the next odd-numbered year.

**Board:** The State Marine Board.

**Boarding Dock:** A floating structure, normally 6 to 8 feet wide, on or adjacent to a launch ramp that provides immediate use for loading or off-loading from a boat.

**Boat:** Any manner of watercraft, including a seaplane on the water and not in flight, used or capable of being used as a means of transportation on the water, including a kayak, canoe, raft, stand up paddleboard, sailboat, motorboat or other device defined by statute. This does not include any boathouse, floating home, air mattress, beach and water toy, or single inner tube.

**Boat-in Camping:** A designated camping area accessed by boat. It is typically only accessible from the water, not by road. It often includes a fire ring and tent pad and may also include a picnic table and sanitation system or equipment.

**Boating Access Site:** A public site with a launch ramp, parking area, sanitation and garbage can or a site with a short-term tie-up dock, sanitation and garbage can or a sewage collection system or floating restroom. Sites also may include debris deflection booms, boarding docks, landscaped grounds and turf etc., and restroom, providing public access for motorboats via a launch ramp or dock. May also include improvements that facilitate access such as access road, landscaped grounds, and utilities.

**Boating Facilities Program Manager:** Agency staff member designated by the Director to manage Maintenance Assistance Grant (MAG), Boating Facility Grants (BFG), Waterway Access Grant (WAG) and Small Grant (SG) Programs.

**Clean Vessel Act (CVA):** The federal program authorized by 50 CFR Part 85 and ORS 830.150. Clean Vessel Act funds are restricted for the maintenance and operation of floating restrooms and sewage collection systems (pumpout and dump stations). Funds awarded through MAG for these sites will be federal funds and cannot be expended for the maintenance and operation of other boating access sites.

**Commercial Use:** Any regular or non-incidental activity or event at an improved boating access site that is conducted by a business, concessionaire, or any non-public entity for the purpose of selling products or providing goods or services for a profit or private financial gain. Also includes any activity that is permitted, licensed, or expressly allowed by the site owner or managing agent and that conveys exclusive use or a preference in use to any individual, group, or entity and not the general boating public.

**Composting Toilet:** A toilet system where waste is collected in a tank and combined with wood shavings or bulking material to produce compost. Typically located on islands or remote areas not accessible by road.

**Conversion:** Changing the use of a boating access site or feature that has been maintained with assistance



from state or federal MAG to any other purpose, use, or activity not specified in the MAG Grant Agreement.

**Debris Deflection Boom:** A floating structure typically located upstream of a boating access site that provides protection from floating debris by deflecting it away from the site.

**Director:** The State Marine Board Director.

**Dump Station:** Receptacle that collects marine sewage manually dumped from hand carried portable toilets.

**Feature:** Any improvement, equipment, or site amenity that contributes to the motorboat user's health, safety, accessibility, or convenience at a boating access site.

**Fiscal Year:** The twelve-month period beginning July 1 of any year and ending June 30 of the next year.

**Floating Restroom:** A floating toilet moored in open water, not connected to shore or docks, to serve boaters.

**Gangway:** A bridge-like structure with a variable slope that provides pedestrian access between a land connection and dock.

**Garbage Service:** Regular collection and removal of trash from one or more trash receptacles provided at a boating access site.

**Grant Agreement:** The written document through which the grant recipient and the Board mutually agree to carry out respective responsibilities for a fixed period or as amended by mutual consent.

**Grant Recipient or Recipient:** The term used once a grant has been awarded to an applicant. The party responsible for the completion, operation, and maintenance of the project.

**Grounds:** The area at or immediately adjacent to an improved boating access site where garbage pickup and maintenance of turf, vegetation, trees/shrubs, and bank stabilization occurs.

**Launch Ramp:** an inclined hard surface consisting of asphalt or concrete used to launch and retrieve boats. A launch ramp consists of one or more launch lanes. Each launch lane is normally 15 to 20 feet wide.

**Matching Funds:** Cost sharing resources expended by a recipient for maintenance of approved boating access sites for the portion of maintenance costs not paid by MAG.

**Maintenance:** The periodic repair or regular upkeep of a boating access site or equipment in order to preserve its intended functionality. Maintenance includes replacement of components or equipment parts as needed to restore the feature or equipment to a serviceable condition.

**Maintenance Assistance Grant (MAG):** State or federal funding assistance to eligible public applicants for the routine maintenance and operations of improved public boating access sites according to the terms and conditions of the grant agreement.

**Materials & Supplies:** Recipient's grant eligible expenses for consumable items or components used in service, repair, or maintenance tasks under the MAG grant. Consumable items and service components include janitorial and maintenance supplies (e.g., toilet paper/towels/supplies, cleaning and sanitizing chemicals/equipment, recycling and trash containers, personal protective equipment) and maintenance supplies (e.g., fasteners, lumber, primer/paint, fuel/oil, spare parts) required for site maintenance.

**Mixed Use Site:** A boating access site where annual use is mixed 31% to 69% between motorized and nonmotorized boats.

**Mooring:** A dock or designated buoy that allows boats to tie-up to or dock.

**Motorized Use Site:** A boating access site where annual use by motorized boats is 70% or more of all boat use.

**New:** A boating access site that never previously existed or the addition of a feature where none existed previously.

**Nonmotorized Use Site:** A boating access site where the annual use by motorized boats is 30% or less of all boat use.

**Off-Season:** The six-month period of lowest motorized boat use generally the period from October 15 to April 15.

**Outside Contracts:** Recipient's grant eligible expenses for third-party services performing maintenance tasks under the grant.

**Parking Area:** A developed gravel or asphalt surface with a minimum of six boat trailer spaces (10' x 40') and two single car spaces (10' x 20') associated with a launch ramp. This includes any required accessible parking spaces.

**Peak Season:** The three-month period of heaviest boat use generally the period from June 1 to August 31.

**Personnel Labor:** Recipient's grant eligible expenses for non-supervisory staff performing maintenance tasks under the MAG grant.

**Project:** The ongoing, routine maintenance tasks or activities occurring at approved boating access site(s) as identified in the grant agreement.

**Pumpout Station:** Equipment that pumps sewage from a boat's on-board holding tank.

**Repairing:** Rehabilitation of existing boating facilities to improve safety and service to boaters.

**Replacing:** Reconstruction of an existing boating access site feature to restore use and function.

**Restroom:** All types of landside facilities used to collect human waste to include flush, vault, composting and portable toilets. A restroom may include one or more stalls (urinal or toilet).

**Routine Maintenance:** All types of ordinary maintenance activities completed on a regular basis (daily, weekly or monthly).

**Short Term Tie-up Dock:** A dock at least 100 feet in length used for short-term moorage that can accommodate a minimum of six non-trailer boats. Does not include marina moorage, seasonal docks or other dock structures that allows stays longer than ten consecutive days.

**Shoulder Season:** The three-month period of moderate boat use generally the period from April 15 to May 31 and September 1 to October 15.

**Site:** For the purposes of state fund MAG award site means boating access site. For the purposes of federal fund MAG award, site means a location equipped with sewage collection system or floating restroom.

**Use Fee:** Any form of user fee charged to boaters for access or use of a boating site feature. This includes day use, launch, parking, moorage, or any other general entrance or use fee.

**Utilities:** All-inclusive term for water, electrical, and sewer service.

**Vessel Waste or Sewage Collection System:** A stationary or portable system that pumps or removes human waste from a recreational boat holding tank or hand-carried toilet. This includes pumpouts, dump stations, related forward sewage lift stations, necessary docks, piling, and gangways, and related facilities.

**Wave Attenuator/Breakwater:** A structure, barrier, or device to reduce wave/wake action and its potential damage to boats and boating access site features. The attenuator may consist of a series of bound logs, deep draft concrete docks, wave fence, jetty, groin, or a combination of these structures.

# **Appendix A-**

# **Application Form**



## Maintenance Assistance Grant (MAG) Application Form

For OSMB Use Only
Biennium
Date received

**REFER TO THE MAINTENANCE ASSISTANCE GRANT PROCEDURE GUIDE FOR MORE INFORMATION.**

### 1. APPLICANT INFORMATION (All applicants must complete)

Name of Government Agency	Phone:
Applicant mailing address:	City, State, Zip
Physical address	City, State, Zip
Name of Project Manager:	Title
Email:	Phone:
Name of Fiscal Point of Contact:	Title:
Email:	Phone:

### 2. ACCESS SITE INFORMATION

Have you participated in the MAG Program within the last two years?  Yes  No

If yes and there are no changes to the site inventories, including fees, season of use, type or quantity of site features, return this application.

If no, or there are changes or additions to the site inventories, complete the *Modifying or Adding Access Site Form* for each site and return with this application.

### 3. MAINTENANCE SCHEDULE AND PLAN

Describe the maintenance schedule and plan under which your maintenance program is operated. If you do not have an adopted or approved plan, identify the guidance, policy, rule or other documentation that describes the scope, expectations and frequency of the routinely completed maintenance tasks. If applicable, attach or provide the link where the schedule, plan, guidance, policy, rule or other documentation can be found.

**4. PROPOSED PROJECT FUNDING-** *(All applicants must complete)*

**A. Administrative Budget**

	Applicant	Other	Marine Board	TOTAL
Administration	\$	\$	\$	\$
Pre-agreement expenses <i>(complete table below)</i>	\$	\$	\$	\$
Other <i>(specify)</i>	\$	\$	\$	\$
<b>Total Administrative Budget</b>	\$	\$	\$	\$

**Pre-agreement Expenses** *(Must be pre-approved, provide documentation)*

Item Description	Value
	\$
	\$
	\$

**B-Proposed Force Account Budget** *(Complete tables below for each)*

	Applicant	Other	Marine Board	TOTAL
Force account labor	\$	\$	\$	\$
Force account equipment	\$	\$	\$	\$
Force account materials or supplies	\$	\$	\$	\$
<b>Total Force Account Budget</b>	\$	\$	\$	\$

**Force Account Labor**

Staff	Volunteer	Labor description	Value
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$

**Force Account Equipment**

Staff	Volunteer	Description and purpose	Value
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$

**Force Account Materials or Supplies**

Staff	Volunteer	Description and purpose	Value
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$
<input type="checkbox"/>	<input type="checkbox"/>		\$

**C-Proposed Cash Budget**

	Applicant	Other	Marine Board	TOTAL
Materials purchased	\$	\$	\$	\$
Equipment rental	\$	\$	\$	\$
Service contract	\$	\$	\$	\$
Other	\$	\$	\$	\$
<b>Total Cash Match</b>	\$	\$	\$	\$

**D- Federal Indirect Rate** *(Only eligible for pumpouts, dump stations and floating restrooms)*

Federal indirect percent rate	What is it applicable to?	Total Value	How much is match?
		\$	\$
		\$	\$

**E-Total Proposed Project Funding**

	Applicant	Other	Marine Board	TOTAL
A-Total Administrative Budget	\$	\$	\$	\$
B-Total Force Account Budget	\$	\$	\$	\$
C-Total Cash Budget	\$	\$	\$	\$
D-Federal Indirect Rate	\$	NA	\$	\$
<b>Grand Total</b>	\$	\$	\$	\$

**F. "Other" Source, Type and Amount of Non-Applicant Contributions**

Name of Contributor	Type of Contribution	Amount
		\$
		\$
		\$

**5. APPLICATION SIGNATURE AND CERTIFICATION** *(All applicants must complete)*

**Applicant Signature and Certification**

Application is hereby made for the activities described above, together with attachments. I certify that I am familiar with the information contained in the application and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority, including the necessary requisite property interests, to undertake the proposed activities.

I also certify that the Applicant's governing body is aware of this request and has authorized the person identified as the official representative of the Applicant to act in connection with this application and subsequent project as well as to provide additional information as may be required.

By signing below, I affirm the Applicant's intention to enter into a Maintenance Assistance Grant Agreement and agree to comply with Oregon State Marine Board's program rules, policies, and guidelines as well as all applicable federal, state, and local laws relating to this proposal, additional conditions applicable to an approved Boating Facilities Grant, and the resulting project.

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

Questions about this grant? Contact Janine Belleque, Boating Facilities Manager  
503-378-2628 or [janine.belleque@boat.oregon.gov](mailto:janine.belleque@boat.oregon.gov)

Submit application and supporting documentation to Jennifer Peterson, Facilities  
Administrative Assistant, 503-378-2727, [Jennifer.peterson@boat.oregon.gov](mailto:Jennifer.peterson@boat.oregon.gov)

**Appendix B-**  
**Modifying or Adding**  
**Access Site Form**



# Maintenance Assistance Grant (MAG) Add, Modify or Remove Access Site Form

**Instructions:** Complete this form only if changes have been made to boating access inventory including, site fees, season of use, type or quantity of site amenities or if you are requesting consideration to remove or add a boating access site.

## 1. Boating Access Site

Name of Government Agency managing the motorboat access site

Site Name		Site Type
Waterbody	Requested change	

## 2. Property Ownership and Management

### Current ownership of qualified property listed on this schedule:

Property is owned in fee simple by the applicant. How long has the applicant owned the site?

Describe any restrictive easements or deed restrictions.

Property is leased by applicant. Number of years remaining on lease.

Name of property owner:

Describe other interest in site and tenure:

### Current management of qualified property listed on this schedule:

Property is managed solely by the applicant.

Property is managed cooperatively with another entity

Identify the entity (volunteer, site host, concession, etc.):

Who will maintain the site under the grant?

## 3. Fees, Boat Type and Boating Activities

Fees charged to motorboat users for a single use of the site. Identify all entrance, parking, day-use, facility or launch fees charged to a boater. If fees vary between users, note the fee rates and units. Example \$3.00/foot, \$15/hour

Launch \$	Parking \$	Day Use \$	Boat-in Camping \$
Moorage \$	Per	Other (list type)	Other amount \$

### Boater use *Number of boating activities per year occurring at this site*

Number of boat launch/retrievals per year

Number of boats using short term tie-up overnight per year

Number of boats using short term tie-up day use only per year

Number of boat-in camping nights (land) per year



## Boat Type

Identify monthly percentage of use by boat type. Monthly total equals 100%

Boat Type	e.g.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Open motorboat	50												
Cabin cruiser	10												
Jet boat	25												
Pontoon													
Sail													
PWC													
Drift	10												
SUP													
Raft													
Kayak	5												
Kite/sailboard													
Other													
Site closed													
Total 100%	100												

## Boating Activity

Identify the months that boating activities take place at the site or waterway, using a scale of High(H), Medium(M), and Low(L).

Boating Activity	e.g.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Towed watersports													
Fishing	H												
Cruising													
Sailing													
Flat water paddling	L												
Whitewater paddling													
Other													

Other:

**e.g. example given** If a boat type is identified for January, make sure there is a boating activity identified for the same month.

## 4. Boating Facility Amenities

Infrastructure and improvements that aid boaters in launching and retrieving boats or serve boaters using the site. Does not include marinas, fuel stations, boat wash station, fish cleaning station, long-term moorage, swim or picnic area, campground or trails.

Identify the type or material and size of the amenities and describe their seasonal availability.

Amenities	Type Material	Quantity	Units	Open Date	Close Date	Percent of non-boating use
Boat ramp			Lanes			
Low-water boat ramp			Lanes			
Boarding docks			Lineal feet			
Short term tie-up docks			Lineal feet			
Debris boom			Lineal feet			
Toilet (primary)			Stalls			
Toilet (season)			Stalls			
Boat trailer parking stalls			Spaces			
Boat trailer parking area			Square feet			

Boat trailer overflow parking			Square feet			
Car parking stalls			Stalls			
Landscaping/mowing	<input type="checkbox"/> yes <input type="checkbox"/> no					
Garbage can or dumpster	<input type="checkbox"/> yes <input type="checkbox"/> no					
Cantilever ramp inspection	<input type="checkbox"/> yes <input type="checkbox"/> no					

### 5. Floating restroom and sewage collection equipment

*Equipment such as pumpouts, dump stations, or holding tanks used in the disposal of sewage generated during boating activity when onshore toilets are unavailable. Does not include onshore restrooms or their related plumbing or sewage handling components.*

Complete this section only if you selected a site type of floating restroom or sewage collection equipment in Section 1. Identify the equipment type and season of use.

Type of sewage collection	Open Date	Close Date
Floating restroom		
Pumpout/Dump station		
Pumpout only		
Dump only		
Scat		

Sewage Disposal and Monitoring System	
Onsite holding tank	<input type="checkbox"/> Yes <input type="checkbox"/> No
Onsite septic system	<input type="checkbox"/> Yes <input type="checkbox"/> No
Municipal sewer system	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other	<input type="checkbox"/> Yes <input type="checkbox"/> No
Marine Sync monitoring system	<input type="checkbox"/> Yes <input type="checkbox"/> No

By signing below, I certify that I possess the authority, including the necessary requisite property interests, to undertake the proposed changes to this site.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Return this form to Jennifer Peterson, [Jennifer.peterson@boat.oregon.gov](mailto:Jennifer.peterson@boat.oregon.gov). For questions call 503-378-2727**

# **Appendix C-**

# **MAG Point**

# **Allocation Table**

**State Marine Board - Grant Evaluation**  
**2021-23 Maintenance Assistance Grant & CVA Allocation Points**

Current point value is \$100/point

Feature Category	Points
Debris Boom, Log	2
Debris Boom, Pipe	3
Debris Deflector, Bulkhead	6
Dock, Boarding, 20-149 lineal ft	3
Dock, Boarding, 150-199 lineal ft	5
Dock, Boarding, 200-249 lineal ft	7
Dock, Boarding, 250-299 lineal ft	9
Dock, Boarding, 300-349 lineal ft	11
Dock, Boarding, 350-399 lineal ft	13
Dock, Boarding, 400-499 lineal ft	15
Dock, Boarding, 500-599 lineal ft	17
Dock, Boarding, 600-699 lineal ft	19
Dock, Boarding, 700-799 linear ft	21
Dock, Short Term Tie-up, 100-149 linear ft	3
Dock, Short Term Tie-up, 150-199 linear ft	5
Dock, Short Term Tie-up, 200-249 linear ft	7
Dock, Short Term Tie-up, 250-299 linear ft	9
Dock, Short Term Tie-up, 300-399 linear ft	11
Dock, Short Term Tie-up, 400-499 linear ft	13
Dock, Short Term Tie-up, 500-599 linear ft	15
Dock, Short Term Tie-up, 600-699 linear ft	17
Dock, Short Term Tie-up, 700-799 linear ft	19
Dock, Short Term Tie-up, 800-899 linear ft	21
Dock, Short Term Tie-up, 900-999 linear ft	23
Dock, Short Term Tie-up, 1000-1099 linear ft	25
Dock, Short Term Tie-up, 1100-1199 linear ft	27
Dock, Short Term Tie-up, 1200-1299 linear ft	29
Dock, Short Term Tie-up, 1300-1399 linear ft	31
Dump Station	4
Garbage	6
Holding Tank	6
Holding Tank, Scat	6
Inspection, Cantilever Ramp	10
Parking (>6 & <40 ksq ft)	3
Parking (40 to 80 ksq ft)	6
Parking (add. 70 ksq ft)	3
Parking (up to 135 ksq ft)	9
Parking (up to 205 ksq ft)	12
Parking, Car	0
Parking, Overflow	3
Parking, Vehicle + Trailer (6-14 spaces)	6
Parking, Vehicle + Trailer (15 to 44 spaces)	12
Parking, Vehicle + Trailer (45 to 74 spaces)	18
Parking, Vehicle + Trailer (75 to 124 spaces)	24

Parking, Vehicle + Trailer (125 to 174 spaces)	30
Parking, Vehicle + Trailer (175 to 250 spaces)	36
Parking, Vehicle + Trailer (up to 300 spaces)	42
Parking, Vehicle + Trailer (add'l 50 sp > 300)	6
Pump/Dump Combination	12
Pumpout	8
Ramp, 1 Lane	6
Ramp, 2 Lanes	10
Ramp, 3 Lanes	14
Ramp, 4 Lanes	18
Ramp, 5 Lanes	22
Ramp, 6 Lanes	26
Ramp, Slide	6
Scat Machine	4
Stall, Additional Toilet	4
Toilet, Composting	10
Toilet, Floating	70
Toilet, Floating w/ pumpout	75
Toilet, Flush	12
Toilet, Portable	8
Toilet, Vault	10
Travel	3
Travel, Boat	0.5
Vegetation Maintenance	6

**Appendix D-  
Reimbursement  
Form and  
Expenditure  
Reporting for  
Sewage Collection**



## Oregon State Marine Board Maintenance Assistance Grant Reimbursement Invoice

Recipient Name:		MAG No:	
Partial Payment	Billing Period ~ mm/yy	to:	
Final Payment	Billing Period ~ mm/yy	to:	

ADMINISTRATIVE MATCH			
CATEGORY	CURRENT COSTS	PREVIOUSLY INCURRED	TOTAL COSTS TO DATE
Administration			
Pre-Agreement expenses			
Other:			
<b>TOTAL ADMINISTRATIVE MATCH</b>			

FORCE ACCOUNT MATCH			
CATEGORY	CURRENT COSTS	PREVIOUSLY INCURRED	TOTAL COSTS TO DATE
Force Account Labor			
Force Account Materials			
Force Account Equipment			
<b>TOTAL FORCE ACCOUNT MATCH</b>			

CASH MATCH			
CATEGORY	CURRENT COSTS	PREVIOUSLY INCURRED	TOTAL COSTS TO DATE
Materials Purchased			
Equipment Rental			
Service Contracts			
Other:			
<b>TOTAL PROJECT COST</b>			

Total Match			
Federal Indirect Rate**			
<b>AMOUNT DUE FROM OSMB</b>			

\*\*Federal Indirect Rate applies ONLY to those grant recipients who receive MAG funding for pumpout/dump stations or floating restrooms.

Complete the detailed expenditure form CVA Report Tab for sewage collection facilities-pumpout and dump stations and floating restrooms.

**Certification:** I certify that this is a true and correct statement of all expenditures and that documentation to support this request for reimbursement is *attached*. I further understand that reimbursement will be withheld until *all supporting* documentation is provided.

Print/Type Name	Title
Signature Authorized Representative	Date

Return completed reimbursement with documentation to [jennifer.peterson@boat.oregon.gov](mailto:jennifer.peterson@boat.oregon.gov)

FOR OSMB USE ONLY	Amount:	\$	Date:	Date:	Recommend Approval by:
MAG-PCA		Project #	State \$		JBelleque, Facilities Manager  Approved by Marine Board Director:
MAG-PCA	Fed Grant	Project #	State \$	Federal \$	
MAG-PCA	Fed Grant	Project #	State \$	Federal \$	

### MAG Expenditure Report for Sewage Collection Facilities and Floating Restrooms

SITE NAME	Funding Source	Program Administration	Personnel Labor	Outside Contracts	Materials & Supplies	Subtotal	SITE TOTAL (All Funds)
	Local Funds						<b>\$0.00</b>
	MAG Funds						
	Local Funds						<b>\$0.00</b>
	MAG Funds						
	Local Funds						<b>\$0.00</b>
	MAG Funds						
<b>TOTAL All Funds</b>	<b>All Funds</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>Grand Total</b>	<b>\$0.00</b>

Return completed form to [jennifer.peterson@boat.oregon.gov](mailto:jennifer.peterson@boat.oregon.gov)



**Appendix E-**  
**Performance Report**  
**Log for Sewage**  
**Collection.**

**Pumpout/Dump**  
**Station and Floating**  
**Restroom**

# PUMPOUT AND DUMP STATION MAINTENANCE REPORTING LOG

Report Period: July 1 - June 30 Two Years

Owner: _____	Location: _____
--- <b>Check</b> <b>Equipment</b> <b>Type</b> ---	
Combo <input type="checkbox"/> Dump Station Only <input type="checkbox"/> Pumpout Only <input type="checkbox"/>	Disposal Type: Holding Tank <input type="checkbox"/> Sewer Connection <input type="checkbox"/> Other <input type="checkbox"/>

Date	Unit Maintained Y/N	Hour Meter Reading <sup>1</sup>	Flow Test Number <sup>2</sup>	Unit Operable? Y/N	Comments & Notes Describe Maintenance Needs / Issues and Repair Actions
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	

<sup>1</sup>Helpful, but not required for remotely monitored units.

<sup>2</sup>Flow Test = Number of seconds to empty 5 gal. bucket.

**Attach additional sheets as needed. Copies of the form are available  
online at [boat.oregon.gov](http://boat.oregon.gov) in the [library](#).**

**Return completed log to: [jennifer.peterson@boat.oregon.gov](mailto:jennifer.peterson@boat.oregon.gov) when requesting reimbursement**

# FLOATING RESTROOM MAINTENANCE REPORTING LOG

Report Period: July 1 - June 30 Two Years

Owner:	Location:
--- Check Toilet Type ---	
Flushing : <input type="checkbox"/>	Recirculating: <input type="checkbox"/>
Moorage Type: <i>(Cable, Pile, etc)</i>	

Date	Restroom Cleaned Y/N	Tank Level Reading	Door or Flush Counter Number	Anchoring Inspected Y/N	Describe Maintenance Needs / Issues and Repair Actions. When holding tank is emptied, record number of gallons pumped.
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	
	Yes / No			Yes / No	

**Attach additional sheets as needed. Copies of the form are available  
online at [boat.oregon.gov](http://boat.oregon.gov) in the [library](#).**

**Return completed log to: [jennifer.peterson@boat.oregon.gov](mailto:jennifer.peterson@boat.oregon.gov) when requesting reimbursement**

	\$2.00	\$4.00	\$5.00
	Currently		
<b>This FY to date</b>	<b>\$10,511.00</b>	\$21,022.00	\$26,278.00
<b>FY20-21</b>	<b>\$11,566.00</b>	\$23,132.00	\$28,915.00
<b>FY19-20</b>	<b>\$11,012.00</b>	\$22,024.00	\$27,530.00