

AGENDA COVER MEMO

DATE: March 19, 2003
TO: Lane County Board of Commissioners
DEPT.: Public Works/Parks Division
PRESENTED BY: Jake Risley, Parks Planner

AGENDA ITEM TITLE: In the Matter of Accepting A Boating Facility Grant from the Oregon State Marine Board for Boating Improvements at Armitage Park, Appropriating \$25,000 in Fund 216, and Delegating Authority to the County Administrator to Sign the Cooperative Agreement.

I. MOTION

IN THE MATTER OF ACCEPTING A BOATING FACILITIES GRANT FROM THE OREGON STATE MARINE BOARD FOR BOATING IMPROVEMENTS AT ARMITAGE PARK, APPROPRIATING \$25,000 IN FUND 216, AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO SIGN THE COOPERATIVE AGREEMENT.

II. ISSUE OR PROBLEM

Shall Lane County accept a boating facility grant from the Oregon State Marine Board to improve boating facilities at Armitage Park?

III. DISCUSSION**A. Background**

On May 21, 1999, the Parks Division applied for three boating facility grants with Oregon State Marine Board pursuant to Board Order 99-5-12-01. Staff presented the three grant proposals to the Marine Board at their meeting on June 29, 1999. The Marine Board, with the assistance of the Oregon Department of Fish and Wildlife funded the West Lane County improvements (Triangle Lake, Bender Landing, and Munsel Lake) and conceptually approved the Armitage Park project, strongly encouraging staff to resubmit the project for later funding rounds.

The Marine Board reconsidered our request for funding of the Armitage Park Parking Improvements at their January 7, 2003 board meeting, recommended approval, and

The Marine Board reconsidered our request for funding of the Armitage Park Parking Improvements at their January 7, 2003 board meeting, recommended approval, and awarded \$25,000 for the construction of the project. Lane County was not required to provide any cash match but was required to provide in-kind matching funds for the execution, management and administration of the project. If approved, the grant will provide 10 boat trailer-parking spaces near the launch area, including one accessible space.

B. Analysis

The proposed improvement at Armitage Park is needed to provide safe boat trailer parking for the visitors that use the ramp to launch and retrieve their boats. Currently there are no boat trailer spaces available at Armitage Park and it is not uncommon to see eight to ten rigs, including the Lane County Sheriff's Marine Patrol vehicles, utilizing three to five single vehicle spaces in order to park on site. The new spaces would provide a safe parking environment for our customers and reduce congestion at the launch area through improved traffic flow. This project would create ten boat trailer spaces including one accessible space. The Marine Board considers this a high priority project.

The estimated cost of the project is \$25,000, not including staff time. The Park's Division could not complete the projects without the grant assistance from the Marine Board.

The grant award is contingent upon the grant agreement being executed within 90 days of the award notification letter dated January 8, 2003. The award will expire on April 8, 2003, if it is not executed by all parties. County Counsel felt uncomfortable approving the agreement due to a user fee clause that requires Lane County to "obtain the (Marine) Boards written approval for any user fees charged for the use of the project...". County Counsel asked that it be brought before the Board of County Commissioners for approval. Lane County Parks has received approval for 44 grants totaling more than 1.7 million dollars since the grant program began in 1971. Janine Bellique, Oregon State Marine Board Grants and Contracts Coordinator, suspects that the user fee language has been in place since the mid 1980's and they have never denied a fee increase to any grant recipient.

The County must also execute a standard 20-year cooperative agreement with the Marine Board to be eligible for the funds. We have signed several of these contracts over the last decade. A copy of the cooperative agreement is attached to this memo.

C. Alternatives/Options

1. Approve the resolution and order and proceed with the project.

2. Approve the resolution and order and direct Parks staff to work with the Oregon Parks Association (OPA) and/or Oregon Association of Counties (AOC) to gather general consensus on the issue and approach the State Marine Board with their concerns.
3. Do not accept the grant. If the Board decides to proceed with this alternative, the boaters will continue to occupy the single vehicle spaces and continue to create congestion and unsafe traffic conditions near the launch area.

D. Recommendation

I recommend that the Board approve the Resolution and Board Order and accept the grant from the Oregon State Marine Board and direct Parks staff to bring the matter to the attention of the Oregon Parks Association.

E. Timing

The Parks Division has a deadline of April 8, 2003, to accept the funds or we will lose them. The Parks Division is required to expend the funds before June 30, 2003 and will complete the project before that deadline.

IV. IMPLEMENTATION/FOLLOW-UP

The County Administrator will need to sign the Cooperative Agreements.

V. ATTACHMENTS

Board Order- 99-5-12-1
State Marine Board - Facility Grant Cooperative Agreement
E-mail Correspondence from State Marine Board
Photos of site current conditions

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

**) IN THE MATTER OF ACCEPTING A
) BOATING FACILITIES GRANT FROM THE
) OREGON STATE MARINE BOARD FOR
) BOATING IMPROVEMENTS AT ARMITAGE
) PARK, APPROPRIATING \$25,000 IN FUND
) 216, AND DELEGATING AUTHORITY TO
) THE COUNTY ADMINISTRATOR TO SIGN
) THE COOPERATIVE AGREEMENT.**

ORDER NO.

WHEREAS, the Lane County Parks Division applied for a boating facility grant with the Oregon State Marine Board pursuant to Board Order 99-5-12-01 for boating improvements at Armitage Park; and

WHEREAS, the Marine Board has agreed to assist with the project at Armitage Park by awarding the County a \$25,000 boating facility grant; and

WHEREAS, the proposed project could not be completed without the assistance of the grant funds; and

WHEREAS, the Board of County Commissioners as the governing body of Lane County may, in accordance with ORS 294.326(2), appropriate by resolution unanticipated revenues and expenditures; and

WHEREAS, the Marine Board requires the County to sign a 20 year cooperative agreement to receive the funds; now therefore

IT IS HEREBY RESOLVED AND ORDERED, that Lane County accept the boating facility grant from the Oregon State Marine Board, that \$25,000 in revenues and expenditures be appropriated in Fund 216 (Parks and Open Spaces – Capital Improvements) in the Department of Public Works; and

IT IS FURTHER ORDERED that the County Administrator be authorized to sign the Oregon State Marine Board cooperative agreement associated with this project.

DATED this _____ day of March, 2003.

Chair, Lane County Board of Commissioners

IN THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

PASSED

ORDER NO.

99-5-12-1

) IN THE MATTER OF AUTHORIZING
) THE PARKS DIVISION TO APPLY FOR
) THREE OREGON STATE MARINE
) BOARD BOATING FACILITY GRANTS
) FOR FY 00 AND DELEGATING
) AUTHORITY TO THE COUNTY
) ADMINISTRATOR TO SIGN THE
) APPLICATION

WHEREAS, the Oregon State Marine Board is accepting applications for Round 1 of the Boating Facilities Grants program for the 1999-2001 biennium; and

WHEREAS, the Lane County Parks Divisions desires to participate in this grant program to the greatest extent possible as a means of providing needed park system improvements and enhancements; and

WHEREAS, the Parks Division's Capital Improvement Plan and/or the Oregon State Marine Board Six-Year Boating Facility Plan recognizes the need to make boating facility improvements at Triangle Lake, Bender Landing, Munsel Lake, Armitage Park and on the McKenzie River in the vicinity of Vida and Leaburg Lake; and

WHEREAS, the proposed projects could not be completed without the assistance of the grant funds; now therefore

IT IS HEREBY ORDERED that the Parks Division be authorized to apply for three Oregon State Marine Board Boating Facility Grants for FY 00 for boating facility improvements at Triangle Lake, Bender Landing, Munsel Lake, Armitage Park, and at a non-site specific site on the McKenzie River in the vicinity of Vida and Leaburg Lake; and

IT IS FURTHER ORDERED that the County Administrator be authorized to sign the grant applications.

Dated this 12th day of May, 1999.


Chair, Lane County Board of Commissioners

APPROVED AS TO FORM

Date 5/12/99 Lane County

OFFICE OF LEGAL COUNSEL

1829

**STATE MARINE BOARD
FACILITY GRANT COOPERATIVE AGREEMENT**

This Agreement is entered into by and between the State of Oregon, acting by and through its State Marine Board, hereinafter called the "Board," and Lane County hereinafter called the "Recipient."

RECITALS

WHEREAS, the Board and the Recipient are authorized under ORS Chapter 190 to enter into cooperative agreements.

WHEREAS, the Board is authorized to provide grants for boating facility projects under ORS 830.150.

WHEREAS, the Board has sufficient facility grant funds available within its current biennial budget and has authorized expenditure on the Recipient's Project as defined below.

WHEREAS, the Recipient agrees to comply with Facility Grant Program Rules OAR 250-14 and other Board adopted policies and procedures.

WHEREAS, the purpose of this Agreement is to set forth the obligations of both parties in the development of recreational boating facilities at Armitage Park, parking improvements, hereinafter called the "Project," as described in the Recipient's Facility Grant Application 1123 and Staff Report to the Board. With this reference, the Facility Grant Application and Staff Report are made part of this Agreement. If a conflict exists between the Facility Grant Application, Staff Report and this Agreement, the Agreement will govern.

NOW, THEREFORE, the Board and the Recipient agree to the following:

I. BOARD COVENANTS

1. Grant Funds. Upon approval by its governing body, the Board shall provide grant funds in the amount of \$25,000 to the Recipient to fund the authorized Project activities. The Board shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administration, overhead, or indirect costs whether or not related to this Agreement.
2. Expenditure of Funds by the Board. The Board, with the Recipient's approval may be authorized to expend grant funds described in Section I.1. on authorized Project activities.
3. Payments. After the Recipient awards the contract for construction of the Project, and construction activities commence the Board shall, upon receipt of the Recipient's request for payment and appropriate documentation all in form and substance satisfactory to the Board, disburse funds to the Recipient in accordance with Section III.
4. Overpayment. In the event that the aggregate amount of the Board's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to the Board the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.

5. Disallowed Costs. The Recipient agrees that payment(s) made under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Board on the basis of an audit examination not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the Recipient shall immediately upon demand, pay the Board the amount of such excess.
6. Cost Savings. Any cost savings realized on the Project shall be prorated between the parties based on the percentage of their respective cash contributions as set forth in Section I.1. and Section IV.1.

II. TERM; PROJECT COMPLETION; PROJECT OWNERSHIP

1. Term. The term of this Agreement is twenty (20) years commencing on the date Effective Date on which last party to sign this Agreement has been duly executed this Agreement and all required approvals have been obtained.
2. Project Completion. The Project shall be completed, and final billing for the Project shall be submitted to the Board, on or before June 30, 2003 Project Completion Date. Unless approved in writing, the Board shall not be obligated to disburse any payments after this date.
3. Project Ownership. The Board acknowledges and agrees that the Project is the exclusive property of the Recipient. The Board is not responsible nor liable in any manner for the construction, operation or maintenance of the Project.

III. CONDITIONS TO DISBURSEMENT

1. Conditions Precedent to Any Disbursement. The Board shall not be obligated to reimburse any of the grant funds for authorized Project costs hereunder unless the Board has received from the Recipient:
 - a. Prior to Project bid advertisement or construction, the final architectural and engineering plans, specifications, and cost estimates for the Project, said plans, specifications and estimates to be in form and substance satisfactory to the Board;
 - b. Prior to Project bid advertisement or construction, a copy of all necessary federal, state and local permits or approvals required for the Project; and
 - c. A copy of the general contractor's performance bond, if other than the Recipient, in the amount of the construction contract from a surety company authorized to do business in Oregon.
2. Conditions Precedent to Partial Progress Payment(s). The Board shall not be obligated to make partial progress payment(s) hereunder until receipt, review and approval by the Board of documentation based on the percentage of Project completion. In no event shall the Board disburse more than ninety percent (90%) of the amount indicated in Section I.1. as progress payments.
3. Conditions Precedent to Final Payment. The Board shall not be obligated to make final payment hereunder until:
 - a. Receipt by the Board a copy of the Notice of Substantial Completion of the

Project;

- b. Receipt by the Board a copy of a Certificate of Acceptance of the Project duly executed by the Recipient;
- c. Inspection and approval of the Project by the Board; and
- d. Final payment request and all documentation as may be required, shall be submitted by the Recipient to the Board. Upon approval, final payment will be made to the Recipient within forty-five (45) days by the Board.

IV. RECIPIENT'S COVENANTS

- 1. **Matching Funds.** The Recipient shall contribute matching funds for the execution, management and administration of the project.
- 2. **Construction.** The Recipient shall award, and monitor the contractor's performance under the construction contract in such a manner as to insure compliance with Project plans and specifications. The Recipient shall be responsible for all cost overruns unless otherwise specifically agreed to in writing by the Board. The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities.
- 3. **Project Sign.** The Recipient shall post in a conspicuous location at the site a sign identifying the Board's participation in the Project.
- 4. **Public Access to Project.** During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.
- 5. **User Fees.** During the term of this Agreement the Recipient shall obtain the Board's written approval for any user fees charged for the use of the Project or any part thereof except as otherwise required by State or Federal law. User fees, include but are not limited to day use entrance, parking or launch fees.
- 6. **Payments.** To the extent required by State and Federal law the Recipient agrees to:
 - a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor and/or materials for the Project;
 - b. Pay all contributions or amounts due to the State Industrial Accident Fund for workers compensation premiums incurred if the contractor fails to make such payments; and
 - c. Not permit any lien or claim to be filed or prosecuted against the Board, due to any construction or maintenance activities at the Project.
- 7. **Liabilities.** Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

8. Compliance with Applicable Law. The Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Board's performance under this Agreement is conditioned upon the Recipient's compliance with the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555 (unless inapplicable as a matter of federal law), which are incorporated by reference herein.
9. Compliance with Workers Compensation Law. The Recipient shall require that the contractor, its subcontractors, if any, and all employers performing work on the Project be subject employers under the Oregon workers compensation law (unless inapplicable as a matter of federal law) and shall comply with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all their subject workers.
10. Records Maintenance. The Recipient shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Recipient shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the Recipient's performance. The Recipient's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
11. Access. The Recipient acknowledges and agrees that the Board and the Oregon Secretary of State's Office and the federal government and duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the Recipient that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. The Recipient shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

V. TERMINATION; REMEDIES

1. Termination for Convenience. The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to the Board; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse the Board for all funds contributed by the Board to the Project; provided further that until the Recipient has fully reimbursed the Board for such funds, the Recipient shall comply with the terms hereof.
2. Termination Because of Non-Appropriation or Project Ineligibility. The Board, at any time upon thirty (30) days prior written notice to the Recipient, may modify or terminate this Agreement if:
 - a. The Board fail to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as

described in ORS 830.150.

- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to the Board. The Recipient shall deliver written notice to the Board of such termination no later than thirty (30) days from the determination by the Recipient of the event of non-appropriation. The Board shall pay for all authorized project costs expended up to the date of written notice of termination.
3. Termination for Default. The Board may, at any time upon thirty (30) days prior written notice of default to the Recipient, may terminate, modify or terminate this Agreement if:
 - a. The design, permitting, or construction of the Project is not pursued with due diligence; or
 - b. The Recipient's fee simple title to or other interest in the construction sites or Project is not sufficient, legal and valid; or
 - c. The construction of the Project is not permissible under federal, state, or local law; or
 - d. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
 - e. The Recipient, without the prior written approval of the Board, uses the funds provided by the Board hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by the Board; or
 - f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or
 - g. During the term of this Agreement, the Recipient conveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use which precludes free and unencumbered public boat access.
4. Rights and Remedies. The Recipient shall, within thirty (30) days of its receipt of a notice of default, reimburse the Board for all funds contributed by the Board to the Project. Further, the Board shall have any and all rights and remedies available at law or in equity.

VI. GENERAL PROVISIONS

1. **No Duplicate Payment.** The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.
2. **Amendments.** This Agreement shall not be waived, altered, modified,

supplemented or amended in any manner whatsoever, except by written instrument signed by both parties.

3. **Force Majeure.** Neither the Board nor the Recipient shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
4. **Persons Not to Benefit.** No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.
5. **No Third Party Beneficiaries.** The Board and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
6. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Board and Recipient and their respective successors and assigns; provided however that the Recipient may not assign this Agreement or any interest therein without the prior written consent of the Board, which consent may be withheld for any reason.
7. **Severability.** The Board and the Recipient agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.
8. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Board or the Recipient at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
9. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
10. **Governing Law; Venue; Consent to Jurisdiction.** This Agreement shall be governed

by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding collectively, "Claim" between the Board and/or other agency or department of the State of Oregon and the Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

11. Merger Clause; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE BOARD AND THE RECIPIENT ON THE SUBJECT MATTER HEREOF. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE BOARD AND THE RECIPIENT. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE BOARD TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE BOARD OF THAT PROVISION OR ANY OTHER PROVISION. THE RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

BOARD:

State of Oregon, acting by and through its
State Marine Board

By: _____
Paul Donheffner, Director

Date: _____

Telephone: (503) 378-8587

Fax No: (503) 378-4597

RECIPIENT:

Lane County

By: _____
William A. Van Vactor

Title: County Administrator

Date: _____

Telephone: 541-682-2005 (Jake Risley/Parks)

Fax No: 541-682-2009

Federal Employer Identification Number:
93-6002303

RISLEY Jake S

From: BELLEQUE Janine [Janine.Belleque@state.or.us]
Sent: Wednesday, March 05, 2003 11:20 AM
To: Jake.Risley@CO.Lane.OR.US
Subject: Re: Armitage Grant



Lane Co Aprv.xls

Hi Jake: Some of the stuff I can give you is very solid and some a best guess. My responses are listed in "bold" below the questions. Please let me know if you have any questions or need additional information. Janine

Janine Belleque, Grants/Contracts Coordinator
Oregon State Marine Board
PO Box 14145
435 Commercial St NE
Salem, OR 97309-5065
Janine.Belleque@STATE.OR.US
Tel: (503) 373-1405 ext. 251
Fax: (503) 378-4597

>>> Jake.Risley@CO.Lane.OR.US Wednesday, March 05, 2003 >>>

Janine,

I am putting together my Board packet to ask the Commissioners to accept the grant for Armitage. I need a little background information and hoped you could help me. Can you answer the following questions:

* How long has the Marine Board had the "User Fee" requirement in their contracts? I do not have the historical grant agreement evolution files in house. Based on the ones I do have the "User Fee language has been in the agreements since the 1991-93 biennium. I would suspect that the language has been in place since at least the mid 80s. If you want more specific information I can order files from archives.

* Has the "User Fee" been challenged by any other recipient? To my knowledge it has never been challenged. There was some discussion with the Forest Service and the "fee demo" program and how it relates to potential grants and matching requirements. It was not a discussion on the agreement language.

* How many times have they had to enforce that requirement and what would be the consequences to the recipient if they did raise fees to an objectionable level at a non-MAP fund site? There has not been any enforcement since I have worked here (9yrs). The consequence would vary depending on severity of fees and time frame for implementation and amount of match contributed for the grant. This would involve a Board action to concur with staff recommendations. A possible consequence could be removal or reduction of fee, time restriction to be eligible to apply for future grants, higher matching requirements..These are just some possible ideas

*I can go back through my records but if you have the information at your finger tips- How many grants and how much money has Lane County received from the Marine Board through the facilities program? Since the grant program began in 1971 Lane County has received approval for 44 grants totaling more than \$1.7M. I have attached the spreadsheet listing all of the projects and costs. Please note that Armitage and Siltcoos do not have complete numbers since the projects have not been finalized.

I will be submitting the information to the Board this afternoon. If you can answer any or all of the questions it will help my case. Thanks and sorry to impose on you.

Jake

Oregon State Marine Board Grants To Lane County Parks

Blnt.	Facility Name	Sponsor	Description	Amtd. Req.	Amtd. Expended	Grant	Amtd. Expended	CVA	Cash	COFPA	Other	Cash	In-Mind	Total	Local	Grand Total
71-73	8	Fin Lane Co.	Decker/Silcoos/Dorena	\$5,500.00	\$0.00	\$5,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500.00	\$0.00	\$5,500.00
71-73	28	Fin Lane Co.	Mapleton Landing	\$17,300.00	\$0.00	\$17,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,300.00	\$0.00	\$17,300.00
71-73	41	Fin Lane Co.	Orchard Point	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00
71-73	49	Fin Lane Co.	Decker/Dorena/Silcoos	\$4,522.96	\$0.00	\$4,522.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,522.96	\$0.00	\$4,522.96
73-75	73	Wdr Lane Co.	Krugur Park	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
73-75	83	Fin Lane Co.	Krugur Park	\$92,000.00	\$0.00	\$92,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$92,000.00	\$0.00	\$92,000.00
73-75	87	Fin Lane Co.	Mapleton Landing	\$4,459.00	\$0.00	\$4,459.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,459.00	\$0.00	\$4,459.00
73-75	110	Fin Lane Co.	Orchard Point	\$39,500.00	\$0.00	\$39,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,500.00	\$0.00	\$39,500.00
73-75	113	Fin Lane Co.	Decker Park	\$39,000.00	\$0.00	\$39,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,000.00	\$0.00	\$39,000.00
75-77	136	Fin Lane Co.	Richardson Park	\$17,400.00	\$0.00	\$17,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,400.00	\$0.00	\$17,400.00
75-77	141	Wdr Lane Co.	Richardson Park	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00
75-77	158	Fin Lane Co.	Richardson Park	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
75-77	171	Fin Lane Co.	Maroon Lake Landing	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,000.00	\$0.00	\$16,000.00
77-79	185	Fin Lane Co.	Richardson Park	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
77-79	207	Fin Lane Co.	Lowell Park	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00
79-81	257	Fin Lane Co.	Mapleton Landing	\$4,500.00	\$0.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500.00	\$0.00	\$4,500.00
79-81	259	Fin Lane Co.	Orchard Point	\$11,000.00	\$0.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00	\$0.00	\$11,000.00
83-85	306	Fin Lane Co.	Winberry Park	\$13,750.00	\$0.00	\$13,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,750.00	\$0.00	\$13,750.00
85-87	383	Fin Lane Co.	Orchard Point	\$54,700.00	\$0.00	\$54,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,700.00	\$0.00	\$54,700.00
85-87	384	Fin Lane Co.	Richardson Park	\$74,000.00	\$0.00	\$74,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74,000.00	\$0.00	\$74,000.00
85-87	386	Fin Lane Co.	6 Sites	\$77,004.55	\$0.00	\$77,004.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$77,004.55	\$0.00	\$77,004.55
85-87	387	Wdr Lane Co.	Richardson/Baker Bay/Lowell	\$225,000.00	\$0.00	\$225,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$225,000.00	\$0.00	\$225,000.00
85-87	388	Wdr Lane Co.	Zumwalt Hobbs	\$6,110.00	\$0.00	\$6,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,110.00	\$0.00	\$6,110.00
87-89	429	Fin Lane Co.	Lowell Park	\$42,000.00	\$0.00	\$42,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,000.00	\$0.00	\$42,000.00
87-89	430	Fin Lane Co.	Richardson Park	\$59,995.00	\$0.00	\$59,995.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59,995.00	\$0.00	\$59,995.00
87-89	432	Fin Lane Co.	Multiple Sites	\$73,520.00	\$0.00	\$73,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,520.00	\$0.00	\$73,520.00
89-91	618	Fin Lane Co.	Winberry Park	\$180,025.00	\$0.00	\$180,025.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180,025.00	\$0.00	\$180,025.00
91-93	620	Fin Lane Co.	Richardson Park	\$71,500.00	\$0.00	\$71,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71,500.00	\$0.00	\$71,500.00
91-93	621	Fin Lane Co.	Baker Bay	\$15,500.00	\$0.00	\$15,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,500.00	\$0.00	\$15,500.00
91-93	667	Fin Lane Co.	Harvest Lane	\$135,500.00	\$0.00	\$135,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$135,500.00	\$0.00	\$135,500.00
93-95	723	Fin Lane Co.	Orchard Point	\$9,350.00	\$0.00	\$9,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,350.00	\$0.00	\$9,350.00
93-95	724	Fin Lane Co.	Winberry Park	\$41,825.00	\$0.00	\$41,825.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,825.00	\$0.00	\$41,825.00
95-97	769	Fin Lane Co.	Orchard Point	\$270,000.00	\$0.00	\$270,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$270,000.00	\$0.00	\$270,000.00
95-97	793	Fin Lane Co.	Signal Point	\$90,770.00	\$0.00	\$90,770.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90,770.00	\$0.00	\$90,770.00
95-97	794	Fin Lane Co.	Statenwide	\$20,900.00	\$0.00	\$20,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,900.00	\$0.00	\$20,900.00
95-97	838	Fin Lane Co.	Richardson Park	\$17,400.00	\$0.00	\$17,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,400.00	\$0.00	\$17,400.00
95-97	862	Fin Lane Co.	Signal Point	\$70,000.00	\$0.00	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00
97-99	942	Fin Lane Co.	Fern Ridge	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00
97-99	944	Fin Lane Co.	Wendish Park	\$122,535.00	\$0.00	\$122,535.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122,535.00	\$0.00	\$122,535.00
99-01	1004	Fin Lane Co.	Decker/Harvest/Marcel Repairs	\$45,000.00	\$0.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00	\$0.00	\$45,000.00
99-01	1065	Fin Lane Co.	Baker Bay	\$10,800.00	\$0.00	\$10,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,800.00	\$0.00	\$10,800.00
01-03	1123	Fin Lane Co.	Armitage Park	\$85,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85,000.00	\$0.00	\$85,000.00
01-03	1129	Fin Lane Co.	Silcoos Lane	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
44 Grants				\$2,536,781.96	\$0.00	\$2,536,781.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,536,781.96	\$0.00	\$2,536,781.96

A Picture is Worth A Thousand Words!



8 boaters using single vehicle spaces.



Boater blocking launch access area



Marine Patrol vehicle near launch area