



MEETING DATE: May 22, 2024

FROM: Susan Scarlett

RE: Proposition 68 Per Capita Program

BACKGROUND:

The Per Capita Program originated from Proposition 68 which was approved by the voters in 2018. It is the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. The City was awarded \$177,952 through the program. Deadlines have been extended and we are still eligible for this grant.

EXECUTIVE SUMMARY:

Staff has reviewed this grant and we have a project in mind that we feel fits this funding. We have secured quotes from LB Foster on vault restrooms to be placed in the Riverwalk/Disc Golf area for public use.

The first step in the process of using these grant funds is to adopt the resolution attached. Once the resolution is passed by the City Council we can move forward with completing and submitting an application. Whether the Council decides on this use of the funds or chooses some other project the resolution is required.

RECOMMENDATION:

Approve Resolution 2577. Direct staff to apply for grant funds

FISCAL IMPACT:

We anticipate minor impact as the City is listed as a severely disadvantaged community and therefore there is no match.

ATTACHMENTS:

- A. PER CAPITA RESOLUTION 2577
- B. PORTOLA ROCKYMOUNTAIN-SW 4.2024-1
- C. PORTOLA ROCKYMOUNTAIN-NO STAMPS SW 4.2024-1

RESOLUTION NO. 2577

RESOLUTION OF THE CITY OF PORTOLA APPROVING APPLICATION(S) FOR PER
CAPITA GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of a project application(s) before submission of said application(s) to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Portola hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Portola general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Portola will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Manager, and in his/her absence to the Interim City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 22nd day of May, 2024.

Ayes:
Noes:
Abstain:
Absent:

Mayor, Pat Morton

ATTEST:

Jason Shaw, Deputy City Clerk

I, Jason Shaw, Deputy City Clerk of the City of Portola, do hereby certify that the foregoing Resolution was duly passed and adopted by the City Council of the City of at a meeting thereof held on May 22, 2024.

Jason Shaw, Deputy City Clerk



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfoster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-1/2% of contract price per month or any part of any month will be charged.

**Customer is responsible for all local permits and fees.

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

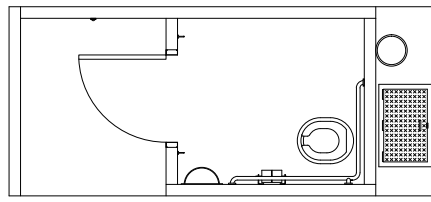
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

ROCKY MOUNTAIN – 6' 6" x 14' 8"

Rocky Mountain is a single vault style restroom. Standard features include polyethylene lined concrete vault, simulated board and batt upper and rock lower textured walls, simulated cedar shake textured roof, off loaded and set up at site.



CXT
800.696.5766
cxtinc.com

Price Per Unit		
Base Price	\$	\$
Added Cost Options		Click to Select
Earth Work (includes excavation, backfill and cleanup)	\$	
Custom Wall Texture	\$	
Optional Roof Texture Ribbed Metal	\$	
Insulated Roof Panel	\$	
Room Wastebasket	\$	
Stainless Steel Riser	\$	
Hand Sanitizer Dispenser	\$	
Baby Changing Table	\$	
Fiberglass Doors	\$	
Owl Guard	\$	
Marine Package (excluding fiberglass doors and frames, and front window frames)	\$	
Solar Light Kit	\$	
Solar Fan Kit	\$	
Rain Vent Cap	\$	
Timed Lock System	\$	
Total for Added Cost Options:		\$
Custom Options:		\$
Engineering and State Fees:		\$
Estimated One-Way Transportation Costs to Site (quote):		\$
Estimated Tax:		\$
Total Cost per Unit Placed at Job Site:		\$

Estimated monthly payment on 5 year lease

Other Options

One Color:	Two-Tone Color:	Top Section:	Bottom Section:	Rock Color:
	Walls			
	Roof	Floor Plan:	Toilet Paper Holder:	
Deadbolt Lock:	Privacy Latch ADA Handle:			
Signage:	Wall Vent Location: (upon entering door)			
Men Women Unisex Accessible	Right Side	Left Side	Rear	Door

*Building includes restroom signs in Braille and roman lettering.
Notes:



This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative _____ Date _____

I accept this quote. Please process this order.

Company Name _____

Company Representative _____ Date _____



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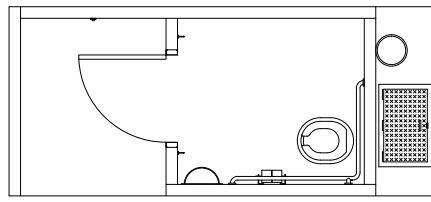
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

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CXT
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Price Per Unit		
Base Price	\$	\$
Added Cost Options	Click to Select	
Earth Work (includes excavation, backfill and cleanup)	\$	
Custom Wall Texture	\$	
Optional Roof Texture Ribbed Metal	\$	
Insulated Roof Panel	\$	
Room Wastebasket	\$	
Stainless Steel Riser	\$	
Hand Sanitizer Dispenser	\$	
Baby Changing Table	\$	
Fiberglass Doors	\$	
Owl Guard	\$	
Marine Package (excluding fiberglass doors and frames, and front window frames)	\$	
Solar Light Kit	\$	
Solar Fan Kit	\$	
Rain Vent Cap	\$	
Timed Lock System	\$	
Total for Added Cost Options:		\$
Custom Options:		\$
Engineering and State Fees:		\$
Estimated One-Way Transportation Costs to Site (quote):		\$
Estimated Tax:		\$
Total Cost per Unit Placed at Job Site:		\$

Estimated monthly payment on 5 year lease

Other Options

One Color:	Two-Tone Color:	Top Section:	Bottom Section:	Rock Color:
	Walls			
	Roof	Floor Plan:	Toilet Paper Holder:	
Deadbolt Lock:	Privacy Latch ADA Handle:			
Signage:	Wall Vent Location: (upon entering door)			
Men Women Unisex Accessible	Right Side	Left Side	Rear	Door

*Building includes restroom signs in Braille and roman lettering.
Notes:



This price quote is good for 60 days from date below, and is accurate and complete.

CXT Sales Representative _____ Date _____

I accept this quote. Please process this order.

Company Name _____

Company Representative _____ Date _____