

City of Calipatria
January 23,2024
5:30 PM Closed Session
6:00 PM Open Session

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF CALIPATRIA
PLEASE TURN OFF ELECTRONIC DEVICES
AGENDA**

CALL TO ORDER:

CITY COUNCIL CONVENES TO CLOSED SESSION AT 5:30 PM:

This is a CLOSED SESSION in which the COUNCIL discusses matters in closed as opposed to open session. Only those matters authorized by the Brown Act as permissible CLOSED SESSION subjects will be discussed. They are as follows:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:

- 1. Property: 150 North Park Avenue
Agency Negotiator: City Manager
Negotiation Parties: Calipatria Chamber of Commerce
Under Negotiation: Terms of Proposed Agreement

- 2. Property: 150 North Park Avenue
Agency Negotiator: City Manager
Negotiation Parties: Calipatria Lion’s Club
Under Negotiation: Terms of Proposed Agreement

- 3. Property: 190 North Park Avenue
Agency Negotiator: City Manager
Negotiation Parties: Calipatria Little League
Under Negotiation: Terms of Proposed Agreement

- 4. Property: 225 West Main Street
Agency Negotiator: City Manager
Negotiation Parties: County of Imperial
Under Negotiation: Terms of Proposed Agreement

RECONVENE TO REGULAR SCHEDULED MEETING

CALL TO ORDER:

ROLL CALL: Mayor Sylvia Chavez, Mayor Pro-Tem Michael Luellen, Javier Amezcua, Fred Beltran, Maria Nava-Froelich

PRESENT:

ABSENT:

ALSO PRESENT:

PLEDGE OF ALLEGIANCE:

INVOCATION:

CITY ATTORNEY ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION:

MAYOR'S MESSAGE/PUBLIC COMMENT:

At this time the Council will hear comments on any agenda item and on any item not on this agenda. Personal attacks on individuals, slanderous comments or comments that may invade an individual's privacy are prohibited. If you wish to be heard, please stand and address yourself to the mayor, we request that you limit your remarks to no more than three (3) minutes. It is requested that longer presentations be submitted to the City Clerk in writing 48 hours before the meeting.

THIS AGENDA CONTAINS A BRIEF GENERAL DESCRIPTION OF EACH ITEM TO BE CONSIDERED. EXCEPT AS OTHERWISE PROVIDED BY LAW, NO ACTION OR DISCUSSION SHALL BE TAKEN ON ANY ITEM NOT APPEARING IN THE FOLLOWING AGENDA

MOTION: SECOND: VOTE:

CONSENT AGENDA:

All items appearing under "Consent Agenda" will be acted upon by the City Council in one motion without discussion. Should any Councilmember or other person request that any item be considered separately that item will be taken up at the time as determined by the Mayor.

1. Minutes-
2. Warrants
3. Continuance of Delta Lift Station Emergency

INFORMATION REPORTS/SPECIAL PRESENTATIONS:

1. Lion's Club: Calipatria Community Center Planters Project Update

2. Imperial Valley Equity & Justice Coalition: Lithium Valley Specific Plan and Programmatic Environmental Impact Report (PEIR)

NEW BUSINESS (APPROVE/DISAPPROVE):

1. MOTION: SECOND: VOTE:
RESOLUTION 24-01 L. Gutierrez, City Manager

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA APPROVING THE LEASE BETWEEN GEO DRILLING FLUIDS, INC AND THE CITY OF CALIPATRIA- JANUARY 26, 2024- JANUARY 25, 2027

WHEREAS, Landlord is the owner of and desires to lease the following described property to Tenant: Cliff Hatfield Memorial Airport, 299 Lyerly Road, Calipatria, Imperial County, California; and WHEREAS, the lease would be in effect for three years; commencing on January 26, 2024 and ending on January 27, 2027;

THEREFORE BE IT RESOLVED; that the city council of the city of Calipatria approves a lease agreement between the city and GEO DRILLING FLUIDS, INC, and authorize the Mayor to execute the agreement.

2. *MOTION:* *SECOND:* *VOTE:*
 RESOLUTION 24-02 E. Self Public Works Director

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA AUTHORIZING THE RELEASE OF INVITATION FOR BIDS FOR THE CALIPATRIA EAST SIDE STORMWATER DRAINAGE IMPROVEMENT PROJECT

WHEREAS, the received grant funding in the amount of \$3,931,601 through the California Natural Resources Agency (CNRA) Urban Flood Protection Grant (UFGP); and

WHEREAS, the project involves the installation of an underground stormwater pipeline on Alamo Road from South Brown Avenue to East Avenue and Bonita Street from South Brown Avenue to East Avenue; installation of a bioswale along Industrial Avenue from Young Road to Main Street/State HWY 115 to convey water to a new 300' x 300' bioretention basin at the existing Hernandez Park; and

WHEREAS, the engineering design, plans, and specifications have been completed, and City staff has reviewed plans and specifications and found them to be acceptable.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Calipatria hereby resolve, declare, determine and order as follows:

The recitals above are found to be true and correct and constitute the findings of the City Council made in support of the resolution.; and

Staff is hereby authorized and directed to advertise an Invitation for Bids for the Calipatria East Side Stormwater Drainage Improvement Project.

MOTION: *SECOND:* *VOTE:*
 RESOLUTION 24-03 L. Gutierrez City Managera

RESOLUTION 24-03 L. Gutierrez City Manager
 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA APPROVING THE CAL-CARD PROGRAM US BANK CREDIT CARD

WHEREAS, the City of Calipatria needs a purchasing method for designated City employees; and
 WHEREAS, a City issued credit card would be an asset and convenience for the designated employee; and

WHEREAS, the designated employee is approved by city council, and will sign a CAL-CARD Program Policy acknowledgement;

THEREFORE BE IT RESOLVED that the City Council of the City of Calipatria approve Resolution 24-03, held on the 24th day of January 2024 by the following vote:

DISCUSSION/DIRECTION:

1. Consideration to request COVID trailers from Imperial County- L. Gutierrez City Manager
2. Consideration to proceed with installation of sewer shut off valves for excessive delinquent sewer/trash accounts- L. Gutierrez City Manager/E. Self- Public Works
3. Addressing the request for Signs on Lake/Barbara Streets
4. Addressing the Homelessness Issues within the Community

MAYOR AND COUNCILMEMBERS REPORTS:

Beltran:

Nava-Froelich:

Amezcuca:

Luellen:

Chavez:

STAFF REPORTS:

Gutierrez:

Llanas:

Mara:

Self:

Hoff:

Smerdon:

MOTION:

SECOND:

VOTE:

ADJOURNMENT:

Adjournment of this regular meeting of the City Council until the next regularly scheduled meeting to be held on Tuesday, February 13, 2024, at 6:00 PM.

Res 2401

LEASE AGREEMENT

THIS AGREEMENT made this 26th day of January, 2024, CITY OF CALIPATRIA, ("Landlord" hereinafter), and GEO DRILLING FLUIDS, INC., ("Tenant" hereinafter),

WITNESSETH:

1. Premises

WHEREAS, Landlord is the owner of and desires to lease the following described property to Tenant:

The premises located at the Cliff Hatfield Memorial Airport, 299 Lyerly Road, Calipatria, Imperial County, California, hereinafter referred to as the "premises" more particularly described as follows:

The leased property dimensions are described as follows: The South Boundary shall commence at the point of intersection of the existing fence lines that run parallel to Lyerly Road and Main Street and shall go east 300 feet to a point along the fence line that runs parallel to Main Street. The East Boundary shall commence at that point and go north 720 feet to the existing fence line that is directly north of the metal building that is situated east of Lyerly Road. The North Boundary shall be the existing fence line and shall begin and the northern most point of the East Boundary and go west 300 feet to the existing fence line that runs parallel to Lyerly Road. The West Boundary shall be the western most point of the North Boundary and go south 720 feet to the intersection of the existing fence lines that run parallel to Lyerly Road and Main Street. A map of the leased premises is attached hereto as Exhibit "A."

In consideration of the mutual covenants, terms, and conditions herein contained Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the above-described real property, together with the improvements located thereon.

The Premises are currently leased to Eagle Trucking & Crane Service, Inc., ("Eagle"). Eagle desires to terminate its lease. Inasmuch as Tenant desires to lease the Premises, this Lease shall serve as an assignment of Eagle's lease to the tenant.

2. Use and Acceptance of Premises

Tenant has had a reasonable opportunity to inspect the premises and accepts the premises in their current condition. Tenant acknowledges and understands that the site is leased as is, and any utilities are the responsibility of tenant. Tenant shall use the premises to operate its trucking business. Tenant will not put the premises to any other use not reasonably related to the operation of its trucking business without the express written consent of the Landlord. Tenant shall be responsible for any permits or

removal/conformance for any hazardous/toxic waste.

3. Term

The term of this lease shall be for three years commencing on January 26, 2024 and terminating on January 25, 2027.

4. Rent

Tenant agrees to pay Landlord the sum of Ten Thousand, Seven Hundred Seventy-Five and 11/100 Dollars (\$10,775.11), annually, due and payable in advance on the first day of the term. Rent shall be increased annually on the anniversary of the commencement of the term in the amount of five percent (5%).

5. Maintenance

Tenant hereby agrees to maintain the premises in a good state of repair at all times, and shall be responsible to make all repairs to the premises that may be required from time to time, to maintain the premises.

6. Public Liability and Property Damage Insurance

Tenant at its cost shall maintain public liability and property damage insurance with liability limits of not less Five Hundred Thousand (\$500,000.00) Dollars combined single limit bodily injury and property damage liability insurance, insuring against all liability of Landlord and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises. Both Landlord and Tenant shall be named as co-insureds, and the policy shall contain cross-liability endorsements.

7. Fire and Casualty Insurance

Tenant shall maintain on the building a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of at least full replacement cost thereof. Both Landlords and Tenants shall be named as co-insureds.

8. Other Insurance Matters

All the insurance required under this Lease shall: (a) Be issued by insurance companies authorized to do business in the State of California, with a rating of a Class A or better in "Best's Insurance Guide"; (b) Be issued as a primary policy; and (c) Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope or amount of any policy. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

9. Indemnity and Exculpation

Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause; Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in, on, or about the Premises.

10. Utilities and Services

Landlord shall not be obligated to any extent, and Tenant shall make all arrangements for, and pay for prior to delinquency, all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, telephone service, and trash collection, and for all connection charges, fees or taxes.

11. Assignment and Subletting

Tenant shall not voluntarily, involuntarily or by operation of law assign, sublease, transfer, mortgage, pledge, hypothecate or encumber its interest in this Lease or in the premises, or sublease all or any part of the premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the premises without first obtaining Landlord's prior written consent. Any assignment, sublease, transfer, mortgage, pledge, hypothecation or encumbrance without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default. No consent to any assignment, sublease, transfer, mortgage, pledge, hypothecation or encumbrance shall constitute a further waiver of the provisions of the Article. If Tenant is a partnership, a withdrawal or change, voluntary, or by operation of law, from one person to the other shall be deemed a voluntary assignment. If Tenant is a corporation, any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of fifty-one percent (51%) of the value of the assets of Tenant, shall be deemed a voluntary assignment. The phrase "controlling percentage" means ownership of and the right to vote, stock possessing at least fifty-one (51%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors. This paragraph shall not apply to corporations, the stock of which is traded through a national exchange or over the counter. No interest of Tenant's in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment: (a) If Tenant are or becomes bankrupt or insolvent, make an assignment for the benefit of creditors, or institutes or has instituted against them a proceeding under the Bankruptcy Act in which Tenant is the bankrupt (and fails to dismiss such involuntary proceeding within thirty (30) days); or, if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors; (b) If a writ of attachment or execution is levied on this lease; (and such attachment or execution is not removed within ten (10) days); (c) If, any proceeding or action to which Tenant is a party, a

receiver is appointed with authority to take possession of the premises (and such receivership continues for thirty (30) days). The parties hereby agree that the decision whether or not to approve an assignment, sublease, transfer, mortgage, pledge, hypothecation or encumbrance of this lease shall be left to the sole discretion of the Landlord.

12. Default

The occurrence of any of the following shall constitute a default by Tenant:

- a. Failure to pay rent when the failure continues for three (3) days after notice has been given to Tenant;
- b. Abandonment and vacation of the premises.
- c. Failure to perform any other provision of this lease if the failure to perform is not cured within thirty (30) days after notice has been given to Tenant. If the default can reasonably be cured within (30) days, Tenant shall not be in default of this lease if Tenant promptly commences to cure the default within the thirty (30) day period, and diligently and in good faith continue to and do so cure the default.

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or equity (under Civil Code Section 1951.2 or otherwise):

- a. Terminate Tenant's right to possession of the premises by any lawful means, in which case this lease shall terminate and Tenant shall immediately surrender possession of the premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the premises; expenses of reletting, including necessary renovation and alteration of the premises; reasonable attorney's fees; the worth at the time of award by the court of the unpaid rent and other charges and obligations called for herein (i) at lease termination; and (ii) for the balance of the term after the time of termination and award exceeds the amount of such loss for the same period that Tenant proves could be reasonably avoided. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of 10% per annum; or
- b. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent and any other charges and obligations as may become due hereunder; or
- c. Pursue any other remedy now or hereafter available to Landlord under the

laws or judicial decisions of the State of California.

If Tenant is in default of this lease, Landlord shall have the right to require Tenant to pay their obligations by cashier's or certified check and to have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this lease.

Landlord, at any time after Tenant commits a default, may cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if Tenant pays Landlord at a later date, said sum shall bear interest at the highest rate permitted by law from the date the said sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be in the form of additional rent.

Landlord shall be in default of this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform if the failure to perform is not cured within thirty (30) days. Landlord shall not be in default of this Lease if Landlord, promptly commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notwithstanding the foregoing, in the event the performance by either party of any of its obligations hereunder, except with respect to the payment of money, is delayed by reason of the act or neglect of the other party, act of God, stormy or incumbent weather, strike, labor dispute, boycott, lockout, or inability to obtain labor or materials, governmental restrictions, riot, insurrection, war, catastrophe, casualty, act of the public enemy, or any other cause, whether similar or dissimilar beyond the reasonable control of the party from who such performance is due, excepting, however, the inability or failure of either party to obtain necessary financing, the period for the commencement or completion thereof shall be extended for a period equal to the period during which performance is so delayed.

13. Landlords' Entry on Premises

Landlord and its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes:

- a. To determine whether the premises are in good condition and whether Tenant are complying with their obligations under this Lease;
- b. To do any necessary maintenance and to make any restoration to the premises that Landlord has the right, option, or obligation to perform;
- c. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease;

d. To show the premises to prospective brokers, agents, buyers or tenants, at any time during the term.

Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any right reserved in this paragraph. Landlord shall conduct their activities on the premises as allowed in this paragraph in a manner that will minimize any inconvenience, annoyance, or disturbance to Tenant. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the premises as provided in this paragraph.

14. Notice

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth on the signature page of this lease. Either party may change its address by notifying the other party of the change of address. Any notice, demand, request, consent, approval, or communication given by mail pursuant to this Lease shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this Article.

15. Waiver

No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No act or conduct of Landlord, including, without limitation, the acceptance of possession of the premises, shall constitute an acceptance of the surrender of the premises by Tenant before the expiration of the term. Only a notice from Landlord to Tenant shall constitute acceptance of surrender of the premises and accomplish a termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to, or approval of, any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease.

16. Sale or Transfer of Premises

If Landlord sells or transfers all or any portion of the premises, Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid rent to Landlord's successor and on such transfer Landlord shall be discharged from any further liability in reference to the

security deposit or prepaid rent.

17. Attorney's Fees

If either party becomes a party to any litigation concerning this Lease, the premises, or the building or other improvements constituting a portion of the premises by reason of any act or omission of the other party or its authorized representatives, and not by any act or omission of the party that becomes a party to that litigation shall be liable to that party for reasonable attorney's fees and court costs incurred by it in the litigation. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

18. Surrender of Premises; Holding Over

On expiration of the term, Tenant shall surrender to Landlord the premises and all Tenant's improvements and alterations in good condition (except for ordinary wear and tear). Except for alterations that Tenant have the right to remove or are obligated to remove under the provisions of this Lease, Tenant shall remove all their personal property within the above-stated time including any fixtures and equipment installed by Tenant. Tenant shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property, including fixtures and equipment installed by Tenant, within the time periods stated in this paragraph. Landlord may elect to retain or dispose of in any manner any alterations or Tenant's personal property that is not removed from the premises on expiration or termination of the term as allowed or required by this lease by giving at least ten (10) days notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the ten (10) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damages to Tenant resulting from Landlord's retention or disposition of any such alterations or Tenant's personal property. If Tenant fails to surrender the premises to Landlord on expiration or five (5) days after termination of the term as required by this paragraph, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the premises, including, without limitation, claims made by a succeeding tenant result from Tenant's failure to surrender the premises.

19. Miscellaneous Provisions

Time is of the essence of each provision of this lease.

This lease shall be binding on and inure to the benefit of the parties hereto, and their successors, except as may be provided in Article 10 hereof. If more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

This lease shall be construed and interpreted in accordance with the laws of the State of California.

Tenant agrees that this lease is and shall be, subject and subordinate to all matters of

record in existence and further agrees to be bound by and not to violate any of the provisions of said matters.

Tenant hereby acknowledges that late payment by Tenant to Landlord of the rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgagee or trust deed covering the premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee with five (5) days after written notice that said amount is past due, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount, plus any attorney's fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Landlord's election not to include a demand for the payment of any such late charge in any notice to pay rent or quit shall not constitute a waiver by Landlord of its right to collect any such late charge.

20. Option to Renew

Lessee is hereby granted an option to renew this Lease for an additional five-year term from and after the expiration of this term, upon such terms, conditions and rental as shall be agreed upon by and between the parties at least sixty (60) days prior to the termination of this Lease.

Dated: _____

Sylvia Chavez, Mayor
City of Calipatria

Dated: _____

Jim Clifford, President
GEO DRILLING FLUIDS, INC.



City of Calipatria Report to City Council

To: City of Calipatria City Council
From: Edgar "Eddie" Self, Public Works Director
Prepared By: George Galvan, The Holt Group, Inc.
Date: January 19, 2024
Subject: **CALIPATRIA EAST SIDE STORMWATER DRAINAGE IMPROVEMENT PROJECT
AUTHORIZE ADVERTISEMENT FOR BID**

Res 2402

The City of Calipatria received grant funding in the amount of \$3,931,601 through the California Natural Resources Agency (CNRA) Urban Flood Protection Grant (UFGP) to address the existing stormwater issues in the eastern portion of the City. The proposed project consists of the installation of an underground stormwater pipeline on Alamo Road from South Brown Avenue to East Avenue and Bonita Street from South Brown Avenue to East Avenue. An additional bioswale is proposed to be installed along Industrial Avenue from Young Road to Main Street/State HWY 115 to convey water to a new 300' x 300' bioretention basin at the existing Hernandez Park (**Attachment A – Improvement Plans, Available at the Public Works Director's Office**). Stormwater will then be conveyed from Hernandez Park through a vegetated bioswale along Industrial Avenue to the IID canal along Young Avenue. The bioretention basin at Hernandez Park and the bioswale along Industrial Avenue will be landscaped. Minor recreational elements will also be installed.

The following is a summary of the project budget. No local match is required.

NON-CONSTRUCTION PHASE COSTS

Project Management & Administration	\$105,000
Preliminary Studies	\$41,000
Planning, Design, & Permitting	\$542,483.50

CONSTRUCTION PHASE COSTS

Site Preparation & Construction	\$2,551,000
Recreation Elements & Landscaping	\$173,200
Procurement	\$56,500
Insurance Bond & Funding Acknowledgement Sign	\$105,000
CONTINGENCY (10%)	\$357,418.35
PROJECT GRAND TOTAL	\$3,931,601.85

ACTION REQUIRED

The project design phase is complete, and the project is ready to be advertised for bid pending authorization from Council. The following actions are available.

1. Adopt Resolution No. CC 24-02 Authorizing the Release of Invitation for Bids for the Calipatria East Side Stormwater Drainage Improvement Project (**Attachment B – Resolution**).
2. Not adopt Resolution No. CC 24-02

ALTERNATIVE

1. Provide staff with an alternative action.

ATTACHMENTS: Attachment A – Improvement Plans (Available at the Public Works Director’s Office)
Attachment B – Resolution 24-_____

DS 2403

CITY OF CALIPATRIA

Policy Name: **CAL-CARD PROGRAM
US BANK CREDIT CARD**

Application: Authorized Employee City Issued Credit Card

Date Approved: January 23, 2024

Purpose

US Bank Credit Cards are used to provide an alternative purchasing method for designated City employees. This policy is developed to ensure that all CAL-Card US Bank Credit Cards issued under this policy are under the agreement with the City of Calipatria, serve a legitimate business purpose and are adequately monitored by management for compliance.

Use of Credit Card

The use of CAL-Card US Bank credit card is to allow City employees access to an efficient and alternative means of payment for approved expenses. It is for the purpose of making authorized small-dollar purchases, securing reservations, paying travel expenses, place phone orders, and conducting City business in the most efficient and effective manner. This program is with the State of California, Department of General Services, CAL-Card Program using US Bank's Purchase Authorization Card.

Security of Credit Cards

The City Manager's Office is responsible for the administration of the CAL-Card Program, including the issuance of cards, accounting, monitoring, retrieval, and general oversight of compliance with the CAL-Card Policy and Procedures.

Authorized credit card holders are determined by the City Council.

Cardholders will be required to sign and acknowledge acceptance of the terms and conditions of this policy. Only those employees who are authorized and who have signed acceptance of this policy may use their assigned CAL-Card. Any employee who does not adhere to approved policy and/or procedures risk revocation of credit card privileges.

Purchases

Credit cards shall only be used to purchase goods or services in accordance with each department's approved budget for the official business of the City.

The following purchases are NOT ALLOWED:

- Alcoholic beverages/tobacco products
- Controlled substances
- Construction, renovation/installation
- Items or services on term contracts
- Maintenance agreements

Personal items or loans
Purchases involving trade-in of City property
Rental (other than short-term autos)
Telephones, related equipment, or services
Any other items deemed inconsistent with the values of the City of Calipatria

Disputed Charges and Assistance

In the event of disputed charges or other questions, cardholder should:

- a. Contact City Manager’s Office immediately;
- b. Seek resolution with the merchant;
- c. If resolution is not reached, complete cardholder Statement of Questions Item (CSQI) and forward it to US Bank.

Returns

In the event of returned merchandise or other credits, cardholder must check subsequent statements for credit and attach the credit slip to the statement when submitting the statement for payment. If a credit slip was not obtained, other documentation explaining the return should be attached. If credit does not appear by the second subsequent statement, the cardholder should contact US Bank.

Lost or Stolen Card

Report lost or stolen card immediately by calling US Bank. Notify the City Manager’s Office as soon as possible. If not reported immediately, employee may be liable for fraudulent charges.

Responsibilities of Cardholder

The City promotes progressive productive work methods and supports a “Plan Ahead” philosophy to achieve the best possible results. A purchase should not be made with the City issued credit card unless it is the most productive purchasing method.

Inappropriate Purchases

Neither US Bank, nor merchants, assume any responsibility for inappropriate purchases. If an inappropriate purchase is made, the merchant will be paid and the employee will be charged unless the merchant agrees to take the merchandise back and issue employees personal credit card. Inappropriate purchases will result in the cancellation of a cardholder’s City issued credit card.

Procurement Card Cancellation

Any cardholder may request the cancellation of any City issued credit card for which he or she is responsible with the approval of the City Manager.

Internal Accounting Controls

A current list of all credit cards, authorized users, and credit limits shall be kept on file.

Acknowledgement:

I _____, have read and acknowledge acceptance of the terms and conditions of the CAL-Card Program Policy.

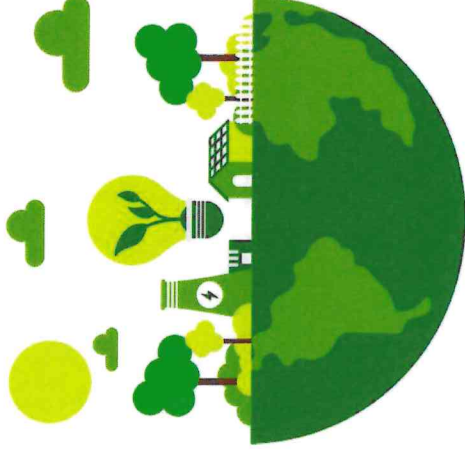
Cardholder Signature: _____ Date: _____

COMMONLY ASKED QUESTIONS

1. How can I tell the difference between my personal credit card and the City issued credit card?
The top right corner indicates “State of California CAL-Card FOR OFFICIAL USE ONLY” and below your name is the City of Calipatria name.
2. May I use the card for personal purchases and then reimburse the City?
No
3. What is my credit limit?
The City Manager will assign Credit Card limits for each department head.
4. What is the nature of my job requires a higher limit?
Submit a written request to the City Manager with reasons to support the request.
5. What if I try to use my card and it is denied?
 - a. Your merchant type code does not allow the particular item you are attempting to purchase.
 - b. You are over your allotted credit limit.
6. How will I receive my monthly statement?
US Bank will mail the bank statement to the City’s address. You can also create a username and password for your card for a view only and print out statements on the CAL-Card website portal.
7. When does it need to be submitted to Accounts Payable for processing?
By the 10th of each month the billing statement is due.
8. What if I am on vacation?
Leave your Request for Payment (Purchase Order) with receipts attached with Accounts Payable for processing.

Should you have any questions not covered, please do not hesitate to contact the City Manager’s Office.

LITHIUM VALLEY:



Next Steps

- Programmatic Environmental Impact Review (PEIR)
- Lithium Valley Specific Plan

LITHIUM IN IMPERIAL COUNTY

The Imperial Valley has over 30% of the world's lithium!

Lithium is a key resource that powers our batteries

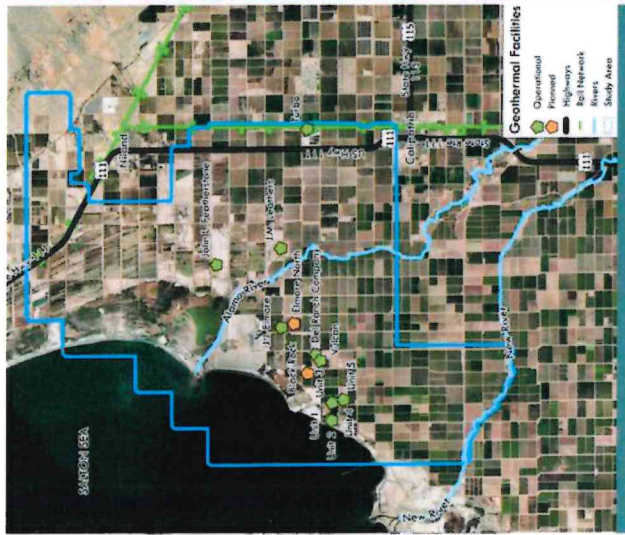


Figure 6. Proposed and operational geothermal plants. There are 11 operating geothermal plants as of July 2023, generating 4.4 megawatts (MW) of electricity, roughly enough to power 300,000 homes. It is estimated that with new power plants, this could increase by more than 3x times, up to 2,750 MW.
From a presentation by Imperial County, California, July 2023.



LITHIUM IN IMPERIAL COUNTY: VOICES OF THE VALLEY



How will the lithium tax revenue from SB 125 be used? Who oversees it?



What are the community benefits associated with lithium Valley?



How many jobs are expected? How can we ensure they are local jobs?



When is lithium extraction at a commercial scale expected to begin?



How will the environmental impacts affect our community further?



How is the land around lithium extraction sites going to be used?

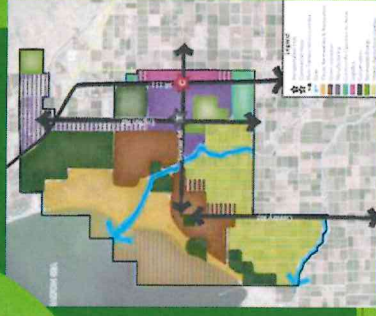


2024

LITHIUM VALLEY: KEY MILESTONES

PROGRAMMATIC
ENVIRONMENTAL
IMPACT REVIEW (PIER)

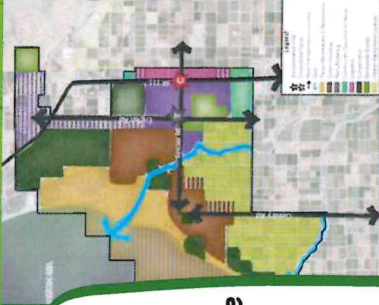
LITHIUM VALLEY
SPECIFIC PLAN
(AKA LAND USE ZONING)





WHAT'S A LITHIUM VALLEY SPECIFIC PLAN?

This is a planning document that lays out the “blueprint” of the area where development is planned (lithium extraction in this case). It will take into consideration new land uses, the transportation network, the design of new buildings, and how the plan will be implemented following a specific process. Once a SP is adopted by the local government, it becomes the document that developers and property owners must stick to.



WHAT'S A PEIR?

California Environmental Quality Act (CEQA) requires a PROGRAMMATIC ENVIRONMENTAL IMPACT REPORT (PEIR), a report which states all the foreseeable environmental impacts if the Lithium Valley Specific Plan were to be implemented. A “programmatic approach” means that instead of preparing a separate PEIR for each individual project within a program or plan, a single PEIR is prepared to cover multiple projects even projects under community opportunity area, transportation hubs, and logistics.

WHAT ELSE IS THERE TO KNOW ABOUT LITHIUM VALLEY PEIR?

- An environmental impact report, or EIR, discloses, analyzes, and mitigates a project's environmental impacts.
- PEIR = programmatic environmental impact report.
- Instead of analyzing the impacts of just one project, a PEIR analyzes the impacts of many related projects, and intends to cover future actions.
- In this case, the PEIR will analyze the impact of the lithium valley specific plan, which creates a 50,000-acre industrial zone for lithium extraction and renewable energy on the south shore of the Salton Sea.
- Future projects covered by this PEIR will not need to do their own environmental review.
- More info at: <https://lithiumvalley.imperialcounty.org/>



PROPOSED LAND USE ALTERNATIVE

COMMUNITY OPPORTUNITY AREAS: markets, civic uses, parks, commercial recreational uses, health care facilities, childcare facilities, public services, workforce education and training centers, office, hotels, entertainment, gasoline and EV charging stations, and public transportation hubs.

GREEN INDUSTRIAL: geothermal energy production and mineral recovery, biofuel generation, and green hydrogen.

MANUFACTURING: battery manufacturing, research and development, workforce training, industrial parks, and temporary construction housing.

LOGISTICS: logistic facilities, industrial transportation hubs, outdoor storage of trucks, trailers, and shipping containers, and temporary construction housing.

PLAYAS RENEWABLES: geothermal energy operations and mineral recovery, subsurface geothermal wells, pipes and mineral rights, habitat restoration, and dust suppression and public health mitigation projects.

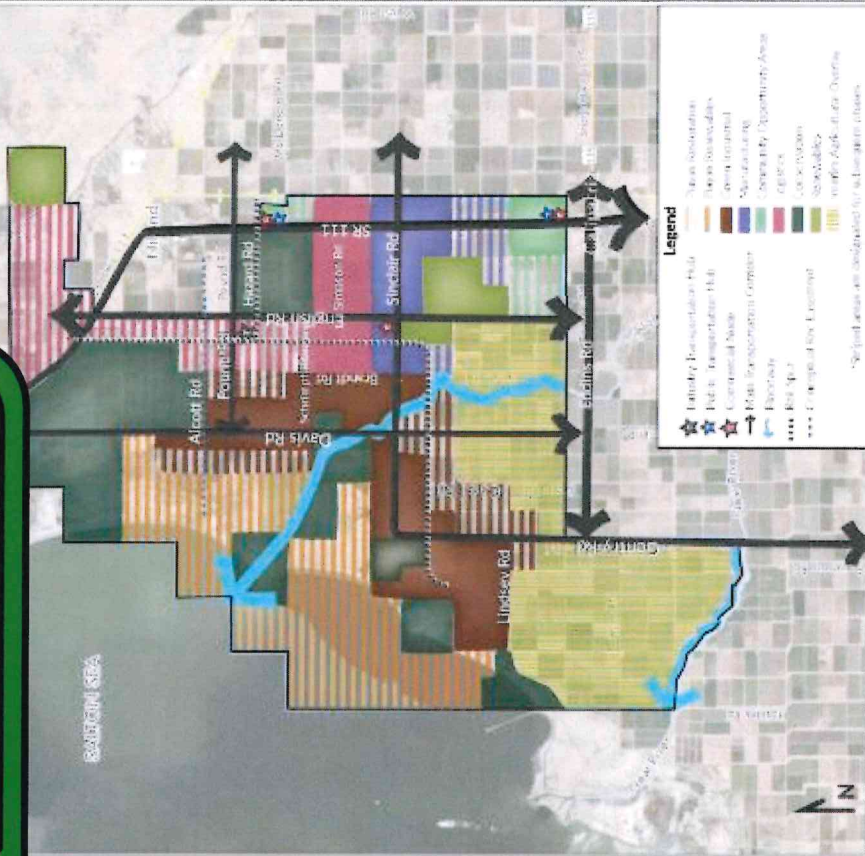
PLAYAS RESTORATION: subsurface geothermal activities and above-surface environmental restoration activities.

RENEWABLES: Existing and planned solar plants

CONSERVATION: conserved habitat, subsurface geothermal wells, subsurface mineral rights, and passive use trails that provide connections to the Salton Sea.

FLOODWAY: permanent open space for flood protection. Allowed uses may include riparian restoration, native riparian habitat, and passive recreation such as picnic areas and trails.

INTERIM AGRICULTURAL OVERLAY: Agriculture until it transitions to industry



Map of the proposed land use alternative for the Salton River area. The map shows various land use designations, including Community Hub, Commercial Node, Employment Center, Floodway, Community Opportunity Area, Conservation, Renewables, Playas Renewables, Playas Restoration, and Interim Agricultural Overlay. The map also shows major roads, including Alford Rd, Pointeblanc Blvd, Highway 94, and several local streets. The Salton River and a floodway are also depicted. A legend in the bottom right corner defines symbols for Land Use Designation, Public Transportation Hub, Commercial Node, Employment Center, Floodway, Community Opportunity Area, Conservation, Renewables, Playas Renewables, Playas Restoration, and Interim Agricultural Overlay. A scale bar and north arrow are also present.

POTENTIAL IMPACTS OF DLE IN IMPERIAL COUNTY

air quality could be affected by construction and increased vehicle trips due to larger infrastructure.

Seismic Activity is unlikely to be impacted by dle, but new wells drilled using enhanced geothermal systems may have an impact. since we have a baseline risk of earthquakes, new infrastructure should be very mindful of earthquake safety.

freshwater consumption raises many concerns. dle requires thousands of gallons of water in its process, posing threats to imperial's colorado river allocation.



Source: earthworks.org/imperial-valley

hazardous waste and materials, such as arsenic and lead, are also found in geothermal brine and are caught in filters through dle, forming "filter cakes." testing and safe transport and disposal of these is crucial.

salton sea degradation could be accelerated due to less water from agriculture. this could also affect the amount of water left for restoration efforts.

COMMENT ON SCOPE OF ENVIRONMENTAL REVIEW

- Imperial County is required to go through a public “scoping process” in order to determine the scope of issues that should be addressed in the EIR. Scoping is very important. It’s up to you to tell the agencies what you want included—and why. When assessing potential impacts, the agency must look at:
 - Direct Impacts (caused by the project, occur at same time and place)
 - Indirect Impacts (caused by the project at a later time or distance, but still reasonably foreseeable)
 - Cumulative Impacts (effects with related, contributing projects)
- Topics left out of the scope of the review won’t be studied, so include everything that you want to see covered in the study.



JOIN DROP-IN HOURS


WEDNESDAY | JANUARY 24, 2024

El Sol Market
Drop-in Hours
3 PM - 6:00 PM

 110 W Main St,
Westmorland,
CA 92281

WEDNESDAY | FEBRUARY 7, 2024

Love's Travel Stop
Drop-in Hours
4:00 PM - 7:30 PM

 551 W Main St,
Westmorland,
CA 92281

THURSDAY | FEBRUARY 1 & 15, 2024

Buckshot Deli & Diner
Drop-in hours
2:00 - 7:00 PM

 8120 CA-111, Niland, CA 92257

TUESDAY | JANUARY 30, 2024

Imperial County
Free Library
Drop-in Hours
2 PM - 5:30 PM

 105 S Lake
Ave, Calipatria,
CA 92233

TUESDAY | FEBRUARY 13, 2024

Calipatria Latin
American Club
Drop-in Hours
4:30 PM - 7:30 PM

 136 Sorensen
Ave, Calipatria,
CA 92233

HOW TO REACH US:



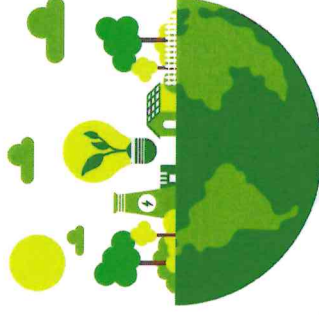
EMAIL: INFO@IVEQUITYJUSTICE.ORG



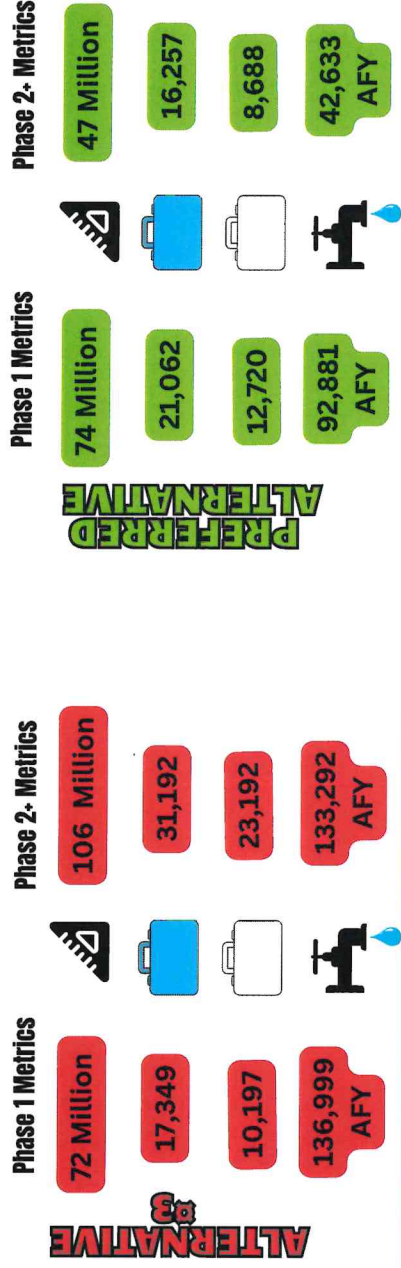
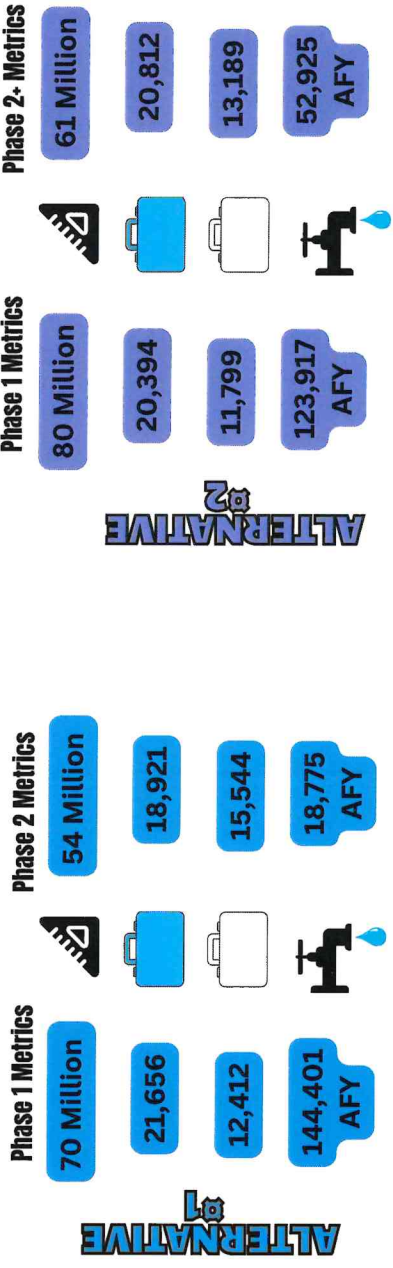
TEXT OR CALL: (760) 618-1651



@IVEQUITYJUSTICE



LITHIUM VALLEY: LAND USE ALTERNATIVES



Key Map

- Building Square Foot
- Blue Collar Jobs
- White Collar Jobs
- Water Consumption AFY
- Acre Feet/ Year



(DRAFT AS OF 11/7/23)

Source: Regular Meeting Of The Board Of Supervisors Tuesday, November 7, 2023; Item 14

Imperial Valley Equity & Justice Coalition

LITHIUM VALLEY SPECIFIC PLAN: SCOPING COMMENTS IN CALIPATRIA

WHAT IS A PROGRAMMATIC ENVIRONMENTAL IMPACT REPORT?

Instead of analyzing the impacts of just one project, a PEIR analyzes the impacts of many related projects. The PEIR will analyze the impact of the lithium valley specific plan, which creates a 50,000-acre industrial zone for lithium extraction and renewable energy on the south shore of the Salton Sea.

HOW DOES IT AFFECT THE COMMUNITY?

Topics of potential environmental impacts will be analyzed and the current scoping comment period allows you to suggest topics on environmental issues that should be analyzed in this PEIR.

CALL TO ACTION: SUBMIT A SCOPING COMMENT

There is a current active public or "scoping" comment period that ends on February 20, 2024. It's up to you to tell the County of Imperial what you want included—and why.

JOIN DROP-IN HOURS:

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CA 92233

For questions,
call/text us at
760-618-1651



Imperial Valley Equity & Justice Coalition

LITHIUM VALLEY SPECIFIC PLAN: SCOPING COMMENTS IN NILAND

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THURSDAY | JANUARY 25, 2024

North End Action Council Meeting
Presentation on Specific Plan Comment Period
6 PM

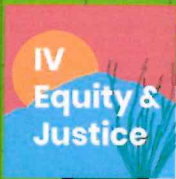
 Grace Smith Elementary School
9 E 4th St, Niland, CA 92257

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Drop-in hours
2:00 - 7:00 PM

 8120 CA-111, Niland, CA 92257

For questions,
call/text us at
760-618-1651



Imperial Valley Equity & Justice Coalition

LITHIUM VALLEY SPECIFIC PLAN: SCOPING COMMENTS IN WESTMORLAND

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