



AGENDA

**Regular Meeting of the Calipatria City Council
City Council Chambers
125 North Park Avenue
Calipatria California 92233**

**Tuesday, May 27, 2025
Closed Session at 5:30 pm
Open Session at 6:00 pm**

Michael Luellen, Mayor
Javier Amezcua, Mayor Pro-Tem
Sylvia Chavez, Council Member
Fred Beltran, Council Member
Jesse Rivas, Council Member

Laura Gutierrez, City Manager
Gilbert G. Otero, City Attorney
Jane Hurtado, City Clerk

Jesse Llanas, Fire Chief
Cheryl Fowler, Police Chief
Edgar Self, Public Work Director

NOTICE TO THE PUBLIC

This is a public meeting. Any member of the public is invited to attend. The Calipatria City Council welcomes public input during the **Public Comment** period of the sessions.

5:30 P.M. CLOSED SESSION

CALL TO ORDER:

ROLL CALL:

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS: Any member of the public wishing to address the City Council on any items appearing on the closed session agenda may do so at this time. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda. (*Government Code Section 54954.2*) There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CITY COUNCIL ADJOURNS TO CLOSE SESSION

CONFERENCE WITH LEGAL COUNSEL:

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

1. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9

Number of Potential Cases: 1

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – GC 54956.7(b)(1)

1. Title of Position: City Manager

CITY COUNCIL CONVENES TO OPEN SESSION

6:00 P.M. OPEN SESSION

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE & INVOCATION:

CITY ATTORNEY: REPORT ON CLOSED SESSION ACTION

ADJUSTMENTS TO THE AGENDA: The City Council will discuss the order of the agenda, may amend the order, add urgent items and or remove items from the consent calendar prior to that portion of the agenda. For the purpose of the official city record, the City Council may take care of these issues by entertaining a formal motion.

MOTION: SECOND: ROLL CALL VOTE: FB- JR-ML-SC-JA

PUBLIC COMMENTS: The City Council welcomes your input. **Please remember to shut off all cell phones.** Now is the time for any member of the public to speak to the Council. If there is an item on the agenda on which you wish to be heard, we ask that you please step to the podium and state your name and address for the record.

For matters not appearing on the agenda: If you wish to address the City Council concerning a matter and or any item not on the agenda but is within the City Council's jurisdiction you may do so now. We ask that you please step to the podium and state your name and address for the record.

The Mayor reserves the right to place a time limit of three (3) minutes on each person's presentation. It is requested that longer presentations be submitted to the City Clerk in writing 48 hours before the meeting.

PRESENTATIONS:

1. PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA
PROCLAIMING THE WEEK OF MAY 26 – MAY 31, 2025, AS MENTAL
HEALTH AWARENESS WEEK

CONSENT AGENDA: The items appearing under the Consent Agenda will be acted upon by the City Council in one motion without discussion. Should any Council member or other person wish to discuss any item, they may request that the item be removed from the Consent Agenda and placed on the REGULAR BUSINESS Agenda.

1. Continued Delta Street Pump Station Emergency

2. Minutes: May 13, 2025

MOTION: SECOND: ROLL CALL VOTE: FB- JR-ML-SC-JA

ACTION ITEMS NEW/REGULAR BUSINESS (DISCUSSION/ACTION):

1. Approve/Disapprove: Approval of Permanent Local Housing Allocation (PLHA) Program Funds for a 10-Unit Apartment Complex

MOTION: SECOND: ROLL CALL VOTE: FB- JR-ML-SC-JA

2. Approve/Disapprove: Approval of Code Enforcement Officer Job Description

MOTION: SECOND: ROLL CALL VOTE: FB- JR-ML-SC-JA

3. Approve/Disapprove: Approval of Dynamic Consulting Engineering, Inc. Proposal

MOTION: SECOND: ROLL CALL VOTE: FB- JR-ML-SC-JA

4. Approve/Disapprove: Approval of Payment Plan for Accounts with Sewer Disconnect.

MOTION: SECOND: ROLL CALL VOTE: FB- JR-ML-SC-JA

5. Approve/Disapprove: Approval of Contract with 4Leaf, Inc.

MOTION: SECOND: ROLL CALL VOTE: FB- JR-ML-SC-JA

DISCUSSION/DIRECTION (RECOMMEND/DENY):

1. Staff Shortage ~Police Department

STAFF and COUNCIL REPORTS:

ADJOURNMENT:

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, June 10, 2025, at 6:00 pm

Close meeting at _____.

MOTION: SECOND: ROLL CALL VOTE: FB- JR-ML-SC-JA

I, JANE HURTADO, City Clerk of the City of Calipatria, California, DO HEREBY CERTIFY that the agenda was duly posted at Calipatria City Hall, 125 N Park Avenue, Calipatria, California and on the City of Calipatria's website not less than 72 hours prior to the meeting per Government Code 54954(2).

Dated: May 22, 2025

**PROCLAMATION
OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA PROCLAIMING
THE WEEK OF MAY 26 – MAY 31, 2025,
AS MENTAL HEALTH AWARENESS WEEK**

WHEREAS, mental health is essential to everyone's overall health and well-being, and mental illnesses are common and treatable; and

WHEREAS, according to the National Alliance on Mental Illness, one in five adults in the United States experiences mental illness in a given year, and many do not seek treatment due to stigma and lack of access to care; and

WHEREAS, awareness, education, and open conversation play a vital role in reducing stigma, encouraging individuals to seek help, and promoting mental wellness for all ages; and

WHEREAS, the City of Calipatria recognizes the importance of raising awareness about mental health challenges and promoting resources and support for individuals and families affected by mental illness; and

WHEREAS, community-wide support is essential for people with mental health conditions, and showing compassion, empathy, and understanding can make a powerful difference; and

WHEREAS, the City of Calipatria is committed to supporting mental health initiatives, partnering with local organizations, and fostering a community that prioritizes emotional and psychological well-being;

NOW, THEREFORE, BE IT RESOLVED That, I, Michael Luellen, Mayor, of the City of Calipatria that:

SECTION 1. The City of Calipatria hereby proclaims the week of May 26 through May 31, 2025, as Mental Health Awareness Week in the City of Calipatria.

SECTION 2. The City encourages all residents, businesses, schools, and community organizations to support mental health initiatives, participate in awareness efforts, and promote mental well-being for all.

PASSED AND ADOPTED by the City Council of the City of Calipatria on this 27th day of May 2025.

Michael Luellen, Mayor

Jane Hurtado, City Clerk



CALIPATRIA CITY COUNCIL AGENDA ITEM

Date Submitted: May 23, 2025

Submitted By: Edgar Self, Public Works Director

Council Meeting Date: May 27, 2025

CONSENT~ DELTA PUMP STATION EMERGENCY

Subject: Delta Pump Station Emergency

The Delta Pump Station continues to operate under emergency resolution until repairs are completed.

With the City Council approval of the NADBank Grant Execution on 04.09.2024, NADBank has authorized the City to proceed. Due to the delay in receiving parts, the completion of this project has been delayed.

Arc Performance has already demoed/installed all piping (suction and discharge) and has installed the new 8" suction valve, the new 10" discharge valve, pump, meter, and the lower and upper shutoff valves. ARC Performance has completed their contract.

The City will proceed with the rebuilding of the two existing pumps (\$45,000 estimated plus tax). The cost for the pump and one rebuild will be reimbursed by the \$250,000 grant funding. Pump has been dropped off at Barret Pumps for evaluation.

As a reminder, the City will have a matching of 10% to the cost of the Delta Pump Station Project.

NO Change as of today's date.

To date expenses are as follows:

Pump	\$ 70,046.12*
Staircase Replacement:	\$ 26,845.03
Electrical:	\$ 83,146.81
Piping and valves:	\$ 46,549.30*
Contract Pump Station Labor	\$117,000.00*
Total expenses paid to date: \$343,587.26 (Use of ARPA funding * to be reimbursed by NADBank)	



TENTATIVE MINUTES

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Jesse Rivas, Council Member

Laura Gutierrez, City Manager
Gilbert G. Otero, City Attorney
Jane Hurtado, City Clerk

Jesse Llanas, Fire Chief
Cheryl Fowler, Police Chief
Edgar Self, Public Work Director

NOTICE TO TELECONFERENCE PARTICIPATION

Pursuant to Government Code Section 54953(b), Police Chief Cheryl Fowler will be attending the Regular Meeting via teleconference from:
10044 Pacific Mesa Blvd., San Diego, CA 92121

NOTICE TO THE PUBLIC

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5:30 P.M. CLOSED SESSION

CALL TO ORDER: 5:31pm

ROLL CALL: Fred Beltran, Jesse Rivas, Michael Luellen, Sylvia Chavez,
Javier Amezcua

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CITY COUNCIL ADJOURNS TO CLOSE SESSION

CONFERENCE WITH LEGAL COUNSEL:

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS- G.C. 54956.8**
 1. APN: 023-070-007
 2. APN: 023-470-001
 3. APN: 023-223-001
- 2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
 1. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9
Number of Potential Cases: 2
- 3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – GC 54956.7 (b) (1)**
 1. Title of Position: City Manager

CITY COUNCIL CONVENES TO OPEN SESSION

6:00 P.M. OPEN SESSION

CALL TO ORDER: 6:21pm

ROLL CALL: Fred Beltran, Jesse Rivas, Michael Luellen, Sylvia Chavez and
Javier Amezcua

PLEDGE OF ALLEGIANCE & INVOCATION: Ms. Judy Vista/ Mr. Gilbert Otero

CITY ATTORNEY: REPORT ON CLOSED SESSION ACTION

Four (4) matters discussed – Direction given to staff.

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Consent #2 Warrants move to last item #7

MOTION: Javier Amezcua **SECOND:** Jesse Rivas **ROLL CALL VOTE:** CARRIED

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jurisdiction you may do so now. We ask that you please step to the podium and state your name and address for the record.

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PRESENTATIONS:

1. Calipatria Chamber of Commerce – Ron Amidon

Mr. Ron Amidon and Mr. Ernie Pacheco from the Chamber of Commerce gave a Presentation. They thanked the Council for giving them an opportunity to share some information regarding the complimentary Directory, The Chamber is pleased to announce the completion of their 2025 Directory. This booklet was produced to provide important city and business information to our Northend Communities (Calipatria, Niland and Bombay Beach) free of cost. It gives a quick and easy resource of agency contacts. The membership fees and sponsors helped to pay for the expense of producing the booklet, it has information for the City of Calipatria, Calipatria Schools and businesses, there are 19 businesses, and non-profit groups.

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1. Continued Delta Street Pump Station Emergency

2. Warrants for the Month of April 2025

FB-N, JR-Y, ML-Y, SC-Y, JA-Y

<i>Questions on: Check 7085</i>	<i>\$ 982,190.74</i>	<i>Eastside Storm</i>
<i>7094</i>	<i>\$ 3,300.00</i>	<i>CA Consulting, Inc.</i>
<i>7138</i>	<i>\$ 14,484.63</i>	<i>GAFCON</i>
	<i>\$ 289.07</i>	<i>Water usage</i>
	<i>\$ 4,000.00</i>	<i>Sun Badge Co. – (few orders)</i>

They want a quick summary that provides funding sources.

3. Minutes: April 22, 2025

Beltran requested that the minutes on Item 4. should reflect that his motion to the item included the cost of the additional equipment needed for the police vehicle and it would have to be covered by the General Fund unless other grant funding was available.

MOTION: Javier Amezcua SECOND: Sylvia Chavez ROLL CALL VOTE: CARRIED

ACTION ITEMS REGULAR BUSINESS (DISCUSSION/ACTION):

1. Approve/Disapprove: Approval of Ordinance NO 03-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA,
CALIFORNIA, AMENDING CALIPATRIA ORDINANCE NO.08-001
PROVIDING FOR A COMPREHENSIVE SYSTEM NUISANCE ABATEMENT
WITHIN CITY LIMITS

In April 2008, the City Council adopted Ordinance No. 08-001 establishing a comprehensive nuisance of abatement program, the original ordinance did not provide any definitions or specific what constitutes of the nuisance, didn't provide any procedures of any abandoned properties, abandoned vehicles as well as any abatement for weeds or overgrown vegetation. This item was presented to the City Council on April 22, 2025, for the first reading and on May 13, 2025, for the 2nd reading, this item is up for second reading and potential adoption.

Luellen: I know that what you all do with staff, has been extremely diligent and coordinating with the council, I've continued to stand fully in support of the way the ordinance is written.

FBarba: I just want to put out there, that I can't take any credit for it. Preparation of this ordinance is all thanks to the City Manager as well as the Fire Chief, Public Works Director and the City Staff. I just assisted with getting it processed.

Beltran: Item 8 Section 8: Prosecution will be done by Attorney Gilbert Otero?

Otero: Yes, it's a process, the current District Attorney can make Mr. Gilbert Otero a Special Deputy for the purpose of the Prosecuting, It's a City Administrative Proceeding.

MOTION: Sylvia Chavez SECOND: Javier Amezcua ROLL CALL VOTE: FB-Y, JR-Y
ML-Y, SC-Y, JA-Y

2. Approve/Disapprove: Approval of INTERGOVERNMENTAL AGREEMENT BETWEEN IMPERIAL COUNTY SHERIFF'S OFFICE AND CALIPATRIA FIRE DEPARTMENT MOU for all fire departments to be integrated with the Pro Phoenix systems.

Llanas: It allows us to integrate with a new software program a new cost, which is a new system, which allows us to get information from dispatch, Police Departments and Fire Departments have begun transitioning.

Luellen: have other cities transitioned? -

Llanas: Yes, Calexico and El Centro

MOTION: Fred Beltran SECOND: Jesse Rivas ROLL CALL VOTE: CARRIED 5 - 0

3. Approve/Disapprove: Approval of CR&R 2025-2026 Annual Rate Adjustment for Solid Waste and Recycling Services

Gutierrez: The increase for residents would be \$.56 cents, so the trash services would go from \$25.25 to \$25.81, and this contract is good through September 30, 2027.

Rivas: Street cleaning – is it going to be looked at?

Gutierrez: Yes, we have been contacting CR&R regarding the quality of work.

Bonnie Zendejas: She was waiting for the bus, and she saw that the cleaner did a good job.

MOTION: *Javier Amezcua* SECOND: *Jesse Rivas* ROLL CALL VOTE: *CARRIED 5-0*

4. Approve/Disapprove: Approval of Approval to contract with VGL Construction, Inc. for additional installations of sewer shut off devices to Delinquent Sewer Accounts in accordance with Resolution 2023-53

Gutierrez: There were four (4) properties that were on the list, one (1) paid in full, the three (3) accounts are 622, 1386, and 2034 to move forward with disconnection of services. Of the nine (9) that we had, there's only 2 still that have not come in, everyone else came in and made payments, paid in full or closed the accounts.

Beltran: he read that the shut off device cost \$2,900.

Rivas: - he made a call on one of the accounts, he is talking to the owner, account No. 1386, when is the shut off?

Gutierrez answered in two (2) or three (3) weeks.

MOTION: *Javier Amezcua* SECOND: *Sylvia Chavez* ROLL CALL VOTE: *3- 2(B&L)*

5. Approve/Disapprove: Approval of Release of Request for Qualifications / Proposals (RFQ/P) for Airport Park

Self: yes, we're at the point where we're starting to get ready, quotes and our proposal is ready to be sent out.

MOTION: *Sylvia Chavez* SECOND: *Javier Amezcua* ROLL CALL VOTE: *5-0*

6. Approve/Disapprove: Approval of For the City Council to consider and adopt Resolution No. 25-16 declaring 106 Lindsey Road in the City of Calipatria, Assessor Parcel Numbers's ("APN") 022-160-003, surplus land under the Surplus Land Act as amended by AB1486.

Konsmont-Online: Robert Valenti Senior Vice President with Kosmont Realty, he is with his Colleague, Stephanie Ontiveros

Gutierrez: Surplus Land Act Plans for the property North of the Wastewater Treatment Plant

Luellen: when will it be Public? It takes a little time,

Valenti: The first step in the process here is declaring the property as surplus, then work closely with the city to navigate the process, next step, a developer that is maintained by HCD and then posted for 60 days, if the city does not receive any responses, then it can proceed to submitting some documentation to HCD for review, if the city does receive responses to the notice, negotiations with those respondents for a period of 90 days, if there is no agreement on price returns, then the city can start back and close out from assess with the HCD, which is a 30 day process, in general, we're looking at about 180 day process.

MOTION: *Javier Amezcua* SECOND: *Jesse Rivas* ROLL CALL VOTE: *CARRIED 5 - 0*

STAFF and COUNCIL REPORTS:

Self: getting the park back, the Parks Project from the Eastside Storm Drain & Hernandez Combo Package, putting in the plants, they are coming in slowly, we got power to the Pump Station, on the south side, that should be finalized next month or so, they are going to Hydro-seeding the park. JR: asked regarding the road repair, aerators need fixing, if it could be listed with costs. Do we have all the shut off valves for the service we're going to do, ES: Not going to order anything until they say it's a go, JR: any update on the kennels, found one for \$6,900.00 still looking, how's the Dog Training going, Chief Fowler said he is currently with FTO with Animal Control, he will be done next week.

Llanas: provided for the month of April, Incident Reports, Report for Code Enforcement, the Fire sight I have already signed off for the High School Graduation, June 5, 2025 at 9:00 PM, which is the Fire Works Show, and signed off for the 4th of July Show Event, May 24, 2025, we are holding our Annual Red Card Training for the Imperial Valley, Invite the Fire Department and Fire Academy, been holding this event almost 10 years, **Fowler:** Submitted the Staff Report and nothing further to report. Rivas saw the Staff Report, regarding the graffiti, are we doing anything to catch the individuals that are doing that, there is graffiti at the school, Fowler said they do patrol, once they see the Patrol Car they run and hide, Amezcua, he liked the silver patrol car and Beltran liked the black and white.

Otero: Nothing to report

Hurtado: Nothing to report.

Gutierrez: reminder regarding the Institute for Local Government, we signed everyone up for Friday, at Camarena Memorial Library, 9:00-4:30. Emailed everyone the AB 1234 Training due by the end of the month, we had a meeting with the Calipatria Foundation in reference to the 4th of July Event, coordination with the Public Safety, Public Works and herself, Laura Gutierrez, City Manager. "Hope they have an Amazing Show".

Beltran: Nothing to report.

Rivas: May 1-2, 2025 attended the SCAG 2025 Regional Conference, next week he's helping with the food distribution at the Catholic Church, attended the School Board meeting, Calipatria Foundation Meeting regarding prepping for the 4th of July Fire Work Show.

Chavez: Attended the SCAG Conference along with City Manager, Laura Gutierrez and Council Rivas, will be attending the Boost Engagement Training on Friday, Calipatria Senior Program is going strong, Imperial Valley Lions Club also attended, Chamber of Commerce is providing Scholarships to our Graduating Calipatria Seniors, the applications are at the Counseling office, 50 different Agencies providing Scholarships, May 26, 2025, is the day of the Banquet, May 1, 2025, met with Triple AAA, Area Agency of Aging, there is a position on the Advisory Council.

Amezcua: don't have anything but Youth stuff. The last Little League will be May 20, 2025, at 6:00 pm, closing ceremony will be May 30, 2025, there are 30 Coaches and 152 Little Leaguers, the lady with a calendar walking around, they are looking for donations to help pay for their trip.

Luellen: had a meeting with Gil the Mayor of Brawley, Gil is a part of the Regional Council for the Southern California Association Government, SCAG, largest Council Government in the County, they have 19 million Residents, 16 Counties, Cities and Counties come together for this giant Government, they receive millions of dollars annually. Towards the north end where the need is, improvements we can do between our

cities with the County and SCAG what we can do to develop our community, that will happen in two (2) to (3) weeks, attended a Public Meeting, shared what Calipatria was doing with the Home Key Program, with the National Housing Advisors – everyone was blown away, was appointed to the Workforce Board Youth Committee, will have a meeting with the State Board of Equalization, they deal with Tax Collection and Fee Administration, it has to do with State Funds. Sewer Shut-off: Action can't be taken unless addressed, if we can bring it back to add on payment plans to those who have had their sewer shut off, it would be a benefit to discuss it at the next Council Meeting.

ADJOURNMENT:

The next regular scheduled meeting of the City of Calipatria City Council is Tuesday, May 27, 2025, at 6:00 pm

Close meeting at 9:07 pm

MOTION: *Fred Beltran* SECOND: *Javier Amezcua* ROLL CALL VOTE: *CARRIED 5-0*

I, JANE HURTADO, City Clerk of the City of Calipatria, California, DO HEREBY CERTIFY that the agenda was duly posted at Calipatria City Hall, 125 N Park Avenue, Calipatria, California and on the City of Calipatria's website not less than 72 hours prior to the meeting per Government Code 54954(2).

Dated: May 23, 2025



City of Calipatria Report to City Council

Meeting Date:	May 27, 2025
Item Number:	_____
City Manager	_____
Finance Manager	_____
City Attorney	_____

Laura Gutierrez, City Manager
To: City of Calipatria City Council
From: George Galvan, AICP, City Planner
Prepared by: Melany Amarillas, Associate Planner
Date: May 27, 2025
Project: Permanent Local Housing Allocation (PLHA) Program Funds for a 10-unit Apartment Complex

Summary:

Granting Agency:	California Department of Housing and Community Development
Funding Type:	Non-competitive allocation
Funding Amount:	\$319,833
Match Requirement:	No Match
Use of Funds:	To assist via a loan the off-site improvement costs of a new proposed 10-unit apartment complex located at 635 East Main Street (APN 023-342-007)
Pending Action:	Provide direction to staff with the preparation of the draft loan documents between the City of Calipatria and VALCOM, LLC

INTRODUCTION AND BACKGROUND

The City of Calipatria applied for grant funding to the Permanent Local Housing Allocation (PLHA) Program administered by the California Department of Housing and Community Development (HCD) in 2022. Originating from the Building Homes and Jobs Act (SB 2, 2017) through the signing of a 15-bill housing package in 2017 by former California Governor Jerry Brown, the PLHA Program provides funding to local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local communities. The City of Calipatria was awarded grant monies in the amount of \$319,833 in June 2023 with a 5-year estimated allocation plan of \$462,611. Initially, the City of Calipatria had submitted the PLHA grant application to assist with the cost of the off-site improvements along Bonita Place between South Brown Avenue to Commercial Avenue for a future multi-family housing project.

Unfortunately, the proposed multi-family housing project at Bonita Place did not continue with the development process. After careful consideration, the City of Calipatria determined that the PLHA funds could assist with the off-site improvements of a new proposed 10-unit apartment complex at 635 East Main Street proposed by VALCOM, LLC, Applicant. The off-site improvements would consist of earthwork, drainage, surface improvements, traffic controls, wastewater utilities, and miscellaneous improvements. VALCOM, LLC has completed the design phase of the project and is currently only pending permitting approvals.

DISCUSSION AND REVIEW

Selected Project. VALCOM, LLC is proposing to develop a 10-unit apartment complex with a \$1.2 million loan from Raza Development Funding (RDF). The Raza Funding Development (RDF) loan is a financial product offered by a non-profit Community Development Financial Institution (CDFI) that specializes in providing funding to rural communities often overlooked by conventional banks. RDF focuses on financing projects that contribute to the development of quality, affordable housing for families in underserved areas. The loan for this project is a 15-year term with a 7% interest rate, ensuring that the development provides safe, rental housing options at fair rates. RDF's commitment to these communities makes it an essential partner in expanding opportunities where traditional lending institutions might not venture.

The proposed 10-unit apartment complex consist of two (2) 1,982 square foot, 2-story buildings with sixteen (16) proposed parking stalls. The 10plex includes four (4) one-bedroom units and six (6) two-bedroom units. The proposed project is estimated to cost a total of \$1.3 million. As previously mentioned, the City of Calipatria determined that the PLHA funds can assist with the off-site improvement costs of the proposed project. The estimated cost for the proposed improvements, which also include design services is \$270,000. The current and estimated 5-year PLHA funds suffice with the estimated off-site improvement costs. Please refer to **Table 1** below for a cost estimate breakdown.

Table 1

	Estimated 10plex Construction Costs	Sources of Funding
Off-site Improvements	\$270,000	
Total Construction Cost	\$1,300,000	
RDF		\$1,200,000
PLHA (est. 5-year plan)		\$462,611
Total:	\$1,570,000	\$1,662,611

PLHA Program. The PLHA Program provides funding to local governments in California for housing-related projects and programs that assist in addressing the unmet housing needs of their local

communities. Section 301 of the 2019 PLHA Final Guidelines Handbook states that eligible applicants of PLHA funding must carry out one or more of the activities provided by PLHA in order to successfully allocate the funds. The City of Calipatria continued to carry out the following eligible activity:

“The predevelopment, development, acquisition, rehabilitation, and preservation of multi-family, residential live-work, or rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households (up to 120 percent of AMI, or 150 percent of AMI in high-cost areas).”

Section 302 of the 2019 PLHA Final Guidelines Handbook requires that if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make the PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years. Thus, the City of Calipatria staff proceeded to prepare draft loan documents to comply with the PLHA guidelines requirements. It is important to note that the loan terms are under review and shall be determined between the Applicant and the City. The draft loans are subject to change and must be reviewed by HCD prior to any execution of the loans. Please refer to **Attachment B – draft loan documents** for additional information and please see Table 1 below for the City of Calipatria PLHA funds.

Table 1 – Available PLHA Funding

Non-Entitlement Local Government				
Local Government	Funding Amount 2019	Funding Amount 2020	Funding Amount 2021	Estimated 5-Year Funding Amount
City of Calipatria	\$77,101	\$120,452	\$122,280	\$462,611

Therefore, the purpose of this staff report is to present the PLHA draft loan documents between the City of Calipatria and VALCOM, LLC to both the City Council and the public for comments. A final draft of the loan documents will be presented to the City Council for review, approval, and execution at a future City Council meeting.

RECOMMENDATION AND PENDING ACTION

Upon considering all comments for and against the project, the City Council may consider one of the following actions:

1. Provide direction to staff to proceed with the preparation of the draft loan documents between the City of Calipatria and VALCOM, LLC;

or

2. Provide direction to staff to not proceed with the preparation of the draft loan documents between the City of Calipatria and VALCOM, LLC;

or

3. Provide alternative direction to staff.

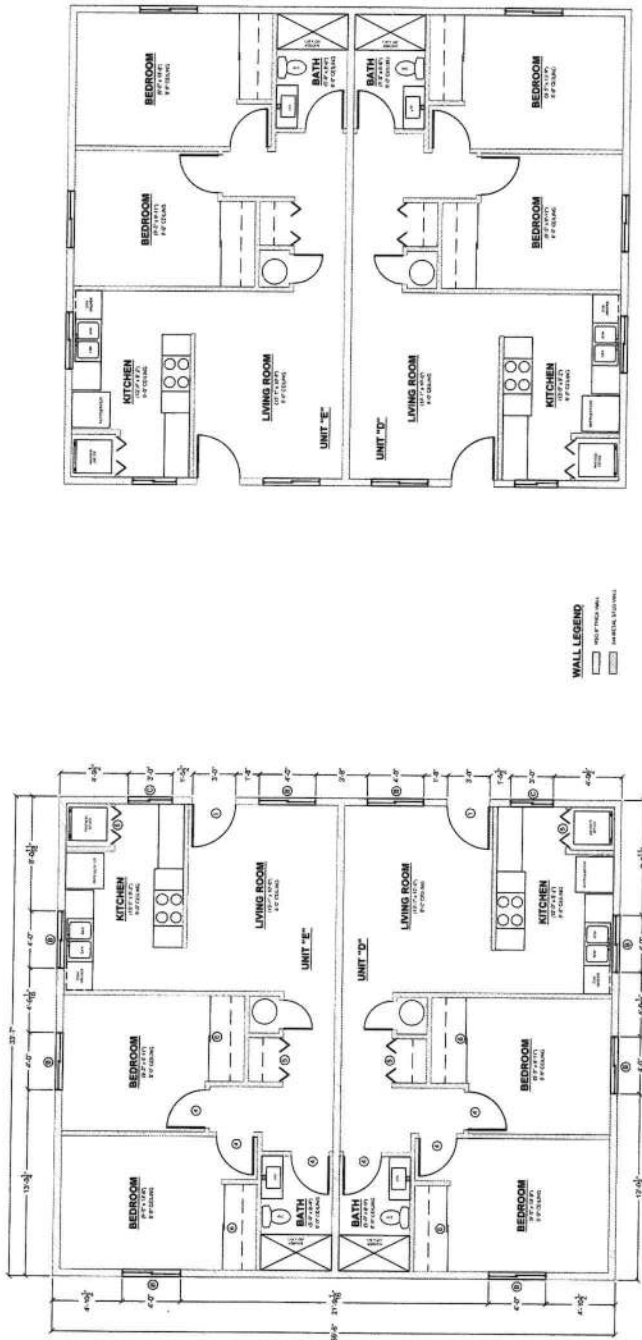
Attachments: Attachment A – Project Site Plans
 Attachment B – draft Loan Documents

Attachment A – Project Site Plans

FLOOR PLAN NOTES

OPTIONAL ROLL-IN SHOWER PLAN NOTES

AGING-IN-PLACE AND FALL PREVENTION DESIGN



DOOR SCHEDULE				NOTES
MARK	DIMENSION	TYPE	TEMPERED	
①	3'-0" x 6'-8"	SWINGING		1-3/8" SOLID CORE
②	6'-0" x 6'-8"	SWINGING	YES	1-3/8" SC LITE
③	3'-0" x 6'-8"	SWINGING		1-3/8" HC INTERIOR
④	2'-8" x 6'-8"	SWINGING		1-3/8" HC INTERIOR
5		BI-FOLD		CLOSET/WASHER
6	6'-0" x 6'-8"	SLIDING		CLOSET
7	2'-8" x 6'-8"	SLIDING		CLOSET

EXTERIOR DOORS SHALL COMPLY WITH ONE OF THE FOLLOWING. (SELECT ONE)

- A. A SOLID CORE SURFACE OR CLADDING OF NON-COMBUSTIBLE OR SOLID CORE WOOD COMPLYING WITH THE FOLLOWING:
 - STILES AND RAILS MINIMUM 1-3/8 INCHES THICK
 - RAISED PANELS MINIMUM 1-3/8 INCHES THICK
- B. EXCEPTION: EXTERIOR PERIMETER OF RAISED PANEL MAY TAPER TO A TONGUE MINIMUM 3/8 INCHES THICK
- C. MINIMUM 20-MIN FIRE RATED WHEN TESTED PER NFPA 252
- D. MEET PERFORMANCE REQUIREMENTS OF SPN STANDARD 12-7A-1

[illegible]

EXTERIOR WINDOWS, EXTERIOR GLAZED DOORS, GLAZED OPENINGS WITHIN
OPENINGS WITHIN EXTERIOR GARAGE DOORS, AND
EXTERIOR STRUCTURAL GLASS VENER SHALL COMPLY WITH ONE OF THE
FOLLOWING (SELECT ONE)

A. MULTI-PANE GLAZING WITH A MINIMUM OF ONE TEMPERED PANE
MEETING THE REQUIREMENTS OF SECTION 2409 SAFETY GLAZING,
AND THE GLAZING SHALL BE SET IN A FRAME WITH THE FRAME MATERIALS SHALL HAVE
WELDED CORNERS. METAL RESISTANCE-RATED GLAZING SHALL BE CERTIFIED TO A MINIMUM
RESISTANCE-RATED 1014.8.2V40

B. MINIMUM 20-MIN FIRE-RESISTANCE-RATED
MEET PERFORMANCE REQUIREMENTS OF SFM STANDARD 12-7A-2

SECOND FLOOR PLAN

1/4" = 1'-0"

AGING-IN-PLACE AND FALL PREVENTION DESIGN

- [illegible]



DOOR SCHEDULE			
MARK	DIMENSION	TYPE	NOTES
1	3'-0" X 6'-8"	SWINGING	1-3/8" SOLID CORE
2	6'-0" X 6'-8"	SWINGING	YES
3	6'-0" X 6'-8"	SWINGING	1-3/8" SC 1-LITE
4	3'-0" X 6'-8"	SWINGING	1-3/8" HC INTERIOR
5	2'-6" X 6'-8"	BI-FOLD	1-3/8" HC INTERIOR
6	6'-0" X 6'-8"	SLIDING	CLOSET/WASHER CLOSET
7	2'-6" X 6'-8"	SWINGING	1-3/8" SOLID CORE

EXTERIOR DOORS SHALL COMPLY WITH ONE OF THE FOLLOWING: (SELECT ONE)

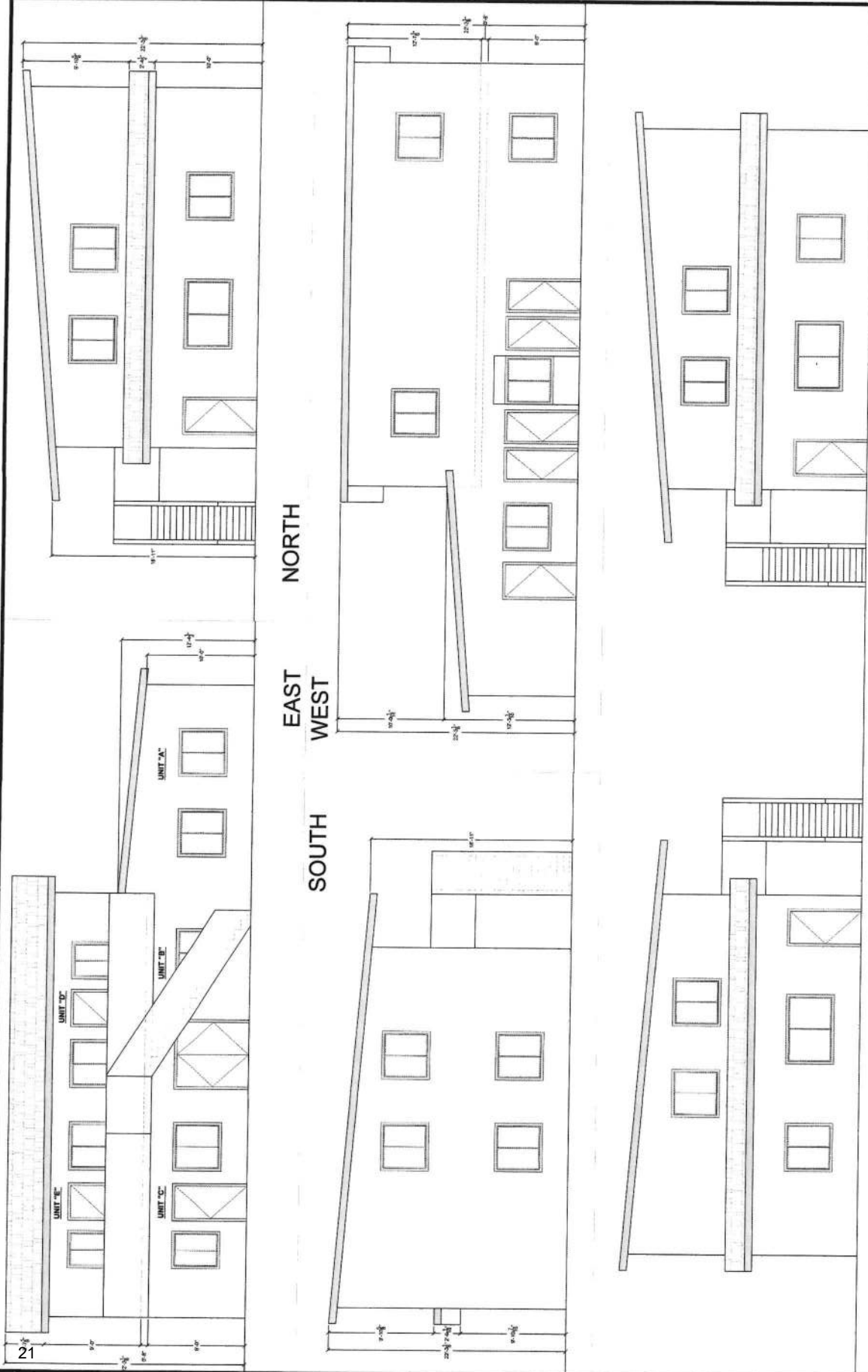
- | | |
|----|--|
| A. | EXTERIOR SURFACE OR CLADDING OF NON-COMBUSTIBLE OR IONIZATION-RESISTANT MATERIAL |
| B. | ALL JOINTS AND CORNERS SHALL BE COMPLETED WITH THE FOLLOWING:
- STILES AND RAILS MINIMUM 1-1/4 INCHES THICK
- RAISED PANELS MINIMUM 1-1/4 INCHES THICK
EXCEPTION: EXTERIOR PERIMETER OF RAISED PANEL MAY TAPER TO A TONGUE MINIMUM 3/8 INCHES THICK |
| C. | MINIMUM 20-MIN FIRE RATED WHEN TESTED PER NFPA 252 |
| D. | MEET PERFORMANCE REQUIREMENTS OF SPM STANDARD 12-7A-1 |



WINDOW SCHEDULE				
MARK	DIMENSION	TYPE	TEMPERED	NOTES
(A)	6'-0" x 4'-0"	SLIDING		
(B)	4'-0" x 4'-0"	SLIDING		
(C)	3'-0" x 4'-0"	SLIDING		

EXTERIOR WINDOWS, EXTERIOR GLAZED DOORS, GLAZED OPENINGS WITHIN EXTERIOR DOORS, GLAZED OPENINGS WITHIN EXTERIOR GARAGE DOORS, AND EXTERIOR STRUCTURAL GLASS VENEER SHALL COMPLY WITH ONE OF THE FOLLOWING. (SELECT ONE)

- MULTI-PANE GLAZING WITH A MINIMUM OF ONE TEMPERED PANE MEETING THE REQUIREMENTS OF SECTION 2408 SAFETY GLAZING, AND WHERE ANY GLAZING FRAMES MADE OF VINYL MATERIALS SHALL HAVE WELDED CORNERS, METAL REINFORCEMENT IN INTERLOCK AREA, AND BE CERTIFIED TO KAWAUMOMACSA 1011.5 2/4/0
- MINIMUM 20-MIN FIRE-RESISTANCE-RATED
- MEET PERFORMANCE REQUIREMENTS OF SFM STANDARD 12-7A-2



STREET VIEW

Attachment B – draft Loan Documents

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NO FEE FOR RECORDING PURSUANT
TO GOVERNMENT CODE SECTIONS
6103 AND 27383

Space above this line for Recorder's use.

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**
(____ - PLHA)

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Deed of Trust**") is made as of _____, 2025, by Valcom LLC, a California limited liability company ("**Trustor**"), to _____ ("**Trustee**"), for the benefit of the City of Calipatria ("**Beneficiary**").

RECITALS

A. Trustor irrevocably grants, transfers, and assigns to Trustee in Trust, with Power of Sale Trustor's interest in that certain real property located in the City of Calipatria, County of Imperial, State of California (the "**Land**"), more particularly described in Exhibit A attached hereto.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

Trustor intends to rehabilitate, own, and operate an affordable multifamily residential development on the Land (the "**Project**").

B. This Deed of Trust has been executed and delivered pursuant to: (i) the California Department of Housing and Community Development ("**HCD**") award of certain funds pursuant to the State of California Permanent Local Housing Allocation Program (the "**PLHA Funds**") evidenced by that certain award announcement letter referencing Contract No. 22-PLHA-17773 PLHA addressed to the City of Calipatria, County of Imperial from Jennifer Seeger, Deputy Director, HCD, dated _____; (ii) that certain Loan Agreement, executed by and between Beneficiary and Trustor, pursuant to which Beneficiary agreed to loan the PLHA Funds to Trustor for the purpose of rehabilitating the Project (the "**Loan Agreement**"); (iii) a secured promissory note in the amount of \$242,732 executed by Trustor and evidencing Trustor's obligation to repay the PLHA Funds to Beneficiary (the "**Note**"); and (iv) the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (the "**Regulatory Agreement**"). The Loan Agreement, this Deed of Trust, the Regulatory Agreement and the Note are referred to herein as

the "**Loan Documents.**"

C. As a condition precedent to the making of the loan of PLHA Funds to Trustor, Beneficiary has required that Trustor enter into this Deed of Trust and grant to Trustee for the benefit of Beneficiary, a lien and security interest in the Property (defined below) to secure repayment of the Note and performance of Trustor's obligations under the Loan Documents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows.

1. Grant in Trust. In consideration of the foregoing and for the purpose of securing payment and performance of the Secured Obligations defined and described in Section 2, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the Land, and all of the following, whether presently owned or hereafter acquired:

(a) All buildings, structures, and improvements, now or hereafter located or constructed on the Land ("**Improvements**");

(b) All appurtenances, easements, rights of way, pipes, transmission lines or wires and other rights used in connection with the Land or the Improvements or as a means of access thereto, whether now or hereafter owned or constructed or placed upon or in the Land or Improvements and all existing and future privileges, rights, franchises and tenements of the Land, including all minerals, oils, gas and other commercially valuable substances which may be in, under or produced from any part of the Land, and all water rights, rights of way, gores or strips of land, and any land lying in the streets, ways, and alleys, open or proposed, in front of or adjoining the Land and Improvements (collectively, "**Appurtenances**");

(c) All machinery, equipment, fixtures, goods and other personal property of the Trustor, whether moveable or not, now owned or hereafter acquired by the Trustor and now or hereafter located at or used in connection with the Land, the Improvements or Appurtenances, and all improvements, restorations, replacements, repairs, additions or substitutions thereto (collectively, "**Equipment**");

(d) All existing and future leases, subleases, licenses, and other agreements relating to the use or occupancy of all or any portion of the Land or Improvements (collectively, "**Leases**"), all amendments, extensions, renewals or modifications thereof, and all rent, royalties, or other payments which may now or hereafter accrue or otherwise become payable thereunder to or for the benefit of Trustor, including but not limited to security deposits (collectively, "**Rents**");

(e) All insurance proceeds and any other proceeds from the Land, Improvements, Appurtenances, Equipment, Leases, and Rents, including without limitation, all deposits made with or other security deposits given to utility companies, all claims or demands relating to insurance awards which the Trustor now has or may hereafter acquire, including all advance payments

of insurance premiums made by Trustor, and all condemnation awards or payments now or later made in connection with any condemnation or eminent domain proceeding ("**Proceeds**");

(f) All revenues, income, rents, royalties, payments, and profits produced by the Land, Improvements, Appurtenances and Equipment, whether now owned or hereafter acquired by Trustor ("**Gross Revenues**");

(g) All architectural, structural, and mechanical plans, specifications, design documents and studies produced in connection with development of the Land and construction of the Improvements (collectively, "**Plans**"); and

(h) All interests and rights in any private or governmental grants, subsidies, loans, or other financing provided in connection with development of the Land and construction of the Improvements (collectively, "**Financing**").

1.2. All of the above-referenced interests of Trustor in the Land, Improvements, Appurtenances, Equipment, Leases, Rents, Proceeds, Gross Revenues, Plans and Financing as hereby conveyed to Trustee or made subject to the security interest herein described are collectively referred to herein as the "**Property**."

2. Obligations Secured. This Deed of Trust is given for the purpose of securing payment and performance of the following (collectively, the "**Secured Obligations**"): (i) all present and future indebtedness evidenced by the Note and any amendment thereof, including principal, interest and all other amounts payable under the terms of the Note; (ii) all present and future obligations of Trustor to Beneficiary under the Loan Documents as such may be modified, supplemented, amended, renewed or extended; (iii) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument acknowledged by Trustor (whether existing now or in the future) which states that it is or such obligations are, secured by this Deed of Trust; (iv) all obligations of Trustor to Beneficiary under all modifications, supplements, amendments, renewals, or extensions of any of the foregoing, whether evidenced by new or additional documents; and (v) reimbursement of all amounts advanced by or on behalf of Beneficiary at any time Beneficiary is not affiliated with or is not a general partner of Trustor, to protect Beneficiary's interests under this Deed of Trust or any other Loan Document.

3. Assignment of Rents, Issues, and Profits. Trustor hereby irrevocably, absolutely, presently, and unconditionally assigns to Beneficiary the Rents, royalties, issues, profits, revenue, income and proceeds of the Property. This is an absolute assignment and not an assignment for security only. Beneficiary hereby confers upon Trustor a license to collect and retain such Rents, royalties, issues, profits, revenue, income and proceeds as they become due and payable prior to any Event of Default hereunder.

3.1. Upon the occurrence of any such Event of Default, Beneficiary may terminate such license without notice to or demand upon Trustor and without regard to the adequacy of any security for the indebtedness hereby secured, and may either in person, by agent, or by a receiver to be appointed by a court, enter upon and take possession of the Property or any part thereof, and sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to any indebtedness secured hereby, and in such order

as Beneficiary may determine.

3.2. Beneficiary's right to the rents, royalties, issues, profits, revenue, income, and proceeds of the Property does not depend upon whether or not Beneficiary takes possession of the Property. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3.3. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and/or is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee, and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted hereunder. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land or the Improvements, Beneficiary shall not be deemed to be a "mortgagee in possession," shall not be responsible for performing any obligation of Trustor under any Lease, shall not be liable in any manner for the Property, or the use, occupancy, enjoyment or operation of any part of it, and shall not be responsible for any waste committed by Trustor, lessees or any third parties, or for dangerous or defective condition of the Property or any negligence in the management, repair or control of the Property. Absent Beneficiary's written consent, Trustor shall not accept prepayment of Rents for any rental period exceeding one month.

4. Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents and Leases, all in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants to Beneficiary as secured party a security interest in all such Property to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the California Uniform Commercial Code, as amended or recodified from time to time (the "**UCC**"), covering all such Property. To the extent such Property is not real property encumbered by the lien granted above and is not absolutely assigned by the assignment set forth above, it is the intention of the parties that such Property shall constitute "proceeds, products, offspring, rents, or profits" (as defined in and for the purposes of Section 552(b) of the United States Bankruptcy Code, as such section may be modified or supplemented) of the Land and Improvements.

5. Financing Statements. Pursuant to the UCC, Trustor, as debtor, hereby authorizes Beneficiary, as secured party, to file such financing statements and amendments thereof and such continuation statements with respect thereto as Beneficiary may deem appropriate to perfect and preserve Beneficiary's security interest in the Property and Rents, without requiring any signature or further authorization by Trustor. If requested by Beneficiary, Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall not be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

6. Estate Encumbered. Everything used in connection with the Property and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as part of the estate encumbered by this Deed of Trust irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Beneficiary, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for lessening of value, or (3) Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the property conveyed hereby, whether pursuant to lease or otherwise, shall not be construed as in any way altering any of the rights of Beneficiary as determined by this instrument or impugning the priority of Beneficiary's lien granted hereby or by any other recorded document. Such mention in any financing statement is declared to be solely for the protection of Beneficiary in the event any court or judge shall at any time hold, with respect to the matters set forth in the foregoing clauses (1), (2), and (3), that notice of Beneficiary's priority of interest is required in order to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government.

7. Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the UCC with respect to all of the Property constituting fixtures, is being recorded as a fixture financing statement and filing under the UCC, and covers property, goods and equipment which are or are to become fixtures related to the Land and the Improvements. Trustor covenants and agrees that this Deed of Trust is to be filed in the real estate records of Imperial County and shall also operate from the date of such filing as a fixture filing in accordance with Section 9502 and other applicable provisions of the UCC. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the UCC, as amended. Trustor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the UCC.

8. Trustor's Representations, Warranties and Covenants; Rights and Duties of the Parties.

8.1. Representations and Warranties. Trustor represents and warrants that: (i) Trustor lawfully possesses and holds a fee simple interest in the Land and in the Improvements, (ii) Trustor has good and marketable title to all of the Property; (iii) other than as limited by the documents evidencing and securing the Senior Debt (as defined in the Loan Agreement), Trustor has the full and unlimited power, right and authority to encumber the Property and assign the Rents; (iv) subject only to encumbrances of record and senior liens permitted pursuant to the Loan Documents or otherwise approved in writing by Beneficiary ("**Permitted Encumbrances**"), this Deed of Trust creates a valid lien on Trustor's entire interest in the Property; (v) except with respect to Permitted Encumbrances, Trustor owns the Property free and clear of all deeds of trust, mortgages, security agreements, reservations of title or conditional sales contracts, (vi) there is no financing statement affecting the Property on file in any public office other than as disclosed in writing to Beneficiary; and (vii) the correct address of Trustor's chief executive office is specified in Section 11.2.

8.2. Condition of Property. Trustor represents and warrants that except as disclosed to Beneficiary in writing, as of the date hereof: (i) Trustor has not received any notice from any governmental authority of any threatened or pending zoning, building, fire, or health code violation or violation of other governmental regulations concerning the Property that has not previously been corrected, and no condition on the Land violates any health, safety, fire, environmental, sewage, building, or other federal, state or local law, ordinance or regulation; (ii) no contracts, licenses, leases or commitments regarding the maintenance or use of the Property or allowing any third party rights to use the Property are in force; (iii) there are no threatened or pending actions, suits, or administrative proceedings against or affecting the Property or any portion thereof or the interest of Trustor in the Property; (iv) there are no threatened or pending condemnation, eminent domain, or similar proceedings affecting the Property or any portion thereof; (v) Trustor has not received any notice from any insurer of defects of the Property which have not been corrected; (vi) there are no natural or artificial conditions upon the Land or any part thereof that could result in a material and adverse change in the condition of the Land; (vii) all information that Trustor has delivered to Beneficiary, either directly or through Trustor's agents, is accurate and complete; and (viii) Trustor or Trustor's agents have disclosed to Beneficiary all material facts concerning the Property.

8.3. Authority. Trustor represents and warrants that this Deed of Trust and all other documents delivered or to be delivered by Trustor in connection herewith: (a) have been duly authorized, executed, and delivered by Trustor; (b) are binding obligations of Trustor; and (c) do not violate the provisions of any agreement to which Trustor is a party or which affects the Property. Trustor further represents and warrants that there are no pending, or to Trustor's knowledge, threatened actions or proceedings before any court or administrative agency which may adversely affect Trustor's ownership of the Property.

8.4. Payment and Performance of Secured Obligations. Trustor shall promptly pay when due the principal and any interest due on the indebtedness evidenced by the Note, and shall promptly pay and perform all other obligations of Trustor arising in connection with the Secured Obligations and in accordance with the terms thereof.

8.5. Use of Loan Proceeds; Preservation and Maintenance of Property; Compliance with Laws. Trustor covenants that it shall use the PLHA Funds solely for purposes authorized by the Loan Documents. Trustor covenants that it shall keep the Land and Improvements in good repair and condition, and from time to time shall make necessary repairs, renewals, and replacements thereto so that the Property shall be preserved and maintained. Trustor covenants to comply with all federal, state and local laws, regulations, ordinances and rules applicable to the Property and the Project, including without limitation all applicable requirements of state and local building codes and regulations, and all applicable statutes and regulations relating to accessibility for the disabled. Trustor shall not remove, demolish, or materially alter any Improvement without Beneficiary's consent, shall complete or restore promptly and in good and workmanlike manner any building, fixture or other improvement which may be constructed, damaged, or destroyed thereon, and shall pay when due all claims for labor performed and materials furnished therefor. Trustor shall use the Land and the Improvements solely for purposes authorized by the Loan Documents, shall not commit or allow waste of

the Property, and shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, nor shall Trustor bring on or keep any article on the Property or cause or allow any condition to exist thereon which could invalidate or which would be prohibited by any insurance coverage required to be maintained on the Property pursuant to the Loan Documents.

8.6. Restrictions on Conveyance and Encumbrance; Acceleration. It shall be an Event of Default hereunder if the Property, any part thereof, or interest therein is sold, assigned, conveyed, transferred, hypothecated, leased, licensed, or encumbered in violation of the Loan Documents taking into account, without limitation, the provisions of Sections 8.17 through 8.19 of the Loan Agreement. Notwithstanding the foregoing, the following transfers are permitted: residential leases, subleases, or occupancy agreements with occupants of the Property's residential units. If any such Transfer shall occur in violation of such requirements, without limiting the provisions of Section 9 hereof, all obligations secured by this Deed of Trust, irrespective of the maturity dates of such obligations, shall at the option of Beneficiary, and without demand, immediately become due and payable, subject to any applicable cure period.

8.7. Inspections; Books and Records. Beneficiary and its agents and representatives shall have the right at any reasonable time upon reasonable notice to enter upon the Land and inspect the Property to ensure compliance with the Loan Documents. Trustor shall maintain complete and accurate books of account and other records (including copies of supporting bills and invoices) adequate to document the use of the PLHA Funds and the operation of the Property, together with copies of all written contracts, Leases and other instruments which affect the Property. The books, records, contracts, Leases and other instruments shall be subject to examination and inspection by Beneficiary at any reasonable time following two business days prior notice.

8.8. Charges, Liens, Taxes and Assessments. Trustor shall pay before delinquency all taxes, levies, assessments, and other charges affecting the Property that are (or if not paid may become) a lien on all or part of the Property. Trustor may, at Trustor's expense, contest the validity or application of any tax, levy, assessment or charge affecting the Property by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (i) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Trustor shall have posted a bond or furnished other security as may reasonably be required from time to time by Beneficiary; and provided further that Trustor shall timely make any payment necessary to prevent a lien foreclosure, sale, forfeiture or loss of the Property.

8.9. Reserved.

8.10. Hazard, Liability and Workers' Compensation Insurance. At all times during the term hereof, at Trustor's expense, Trustor shall keep the Improvements and personal property now existing or hereafter located on the Property insured in accordance with the Loan Documents.

8.11. Notice of Claims; Defense of Security; Reimbursement of Costs.

(a) Notice of Claims. Trustor shall provide written notice to Beneficiary of any uninsured or partially uninsured loss affecting the Property through fire, theft, liability, or property damage in excess of an aggregate of [REDACTED] (\$ [REDACTED]) within three business days of the occurrence of such loss. Trustor shall ensure that Beneficiary shall receive timely notice of, and shall have a right to cure, any default under any other financing document or other lien affecting the Property and shall use best efforts to ensure that provisions mandating such notice and allowing such right to cure shall be included in all such documents. Within three business days of Trustor's receipt thereof, Trustor shall provide Beneficiary with a copy of any notice of default Trustor receives in connection with any financing document secured by the Property or any part thereof.

(b) Defense of Security. At Trustor's sole expense, Trustor shall protect, preserve, and defend the Property and title to and right of possession of the Property, the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims.

(c) Compensation; Reimbursement of Costs. Trustor agrees to pay all reasonable fees, costs and expenses charged by Beneficiary or Trustee for any service that Beneficiary or Trustee may render in connection with this Deed of Trust, including without limitation, fees and expenses related to provision of a statement of obligations or related to a reconveyance. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including without limitation any rights or remedies afforded to Beneficiary or Trustee or both of them under Sections 8.18 and 9.2, whether or not any lawsuit is filed, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any disposition of the Property under the power of sale granted hereunder or any judicial foreclosure, and any cost of evidence of title.

(d) Notice of Changes. Trustor shall give Beneficiary prior written notice of any change in the address of Trustor and the location of any Property, including books and records pertaining to the Property.

8.12. Limitation of Liability. Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following: (i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; (iii) any waste committed by Trustor, the lessees of the Property or any third parties, or any dangerous or defective condition of the Property; or (iv) any loss sustained by Trustor or any third party resulting from any act or omission of Beneficiary in managing the Property after an Event of Default, unless the loss is caused by the willful misconduct, gross negligence, or bad faith of Beneficiary. Trustor hereby expressly waives and releases all liability of the types described in this Section 8.12 and agrees that

Trustor shall assert no claim related to any of the foregoing against Beneficiary.

8.13. Insurance and Condemnation Proceeds. Subject to the rights of any senior lienholders, any award of damages in connection with any condemnation for public use of, or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary and used to repair and/or restore the Project.

8.14. Release, Extension, Modification. At any time and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, Trustee may release or reconvey all or any part of the Property, consent to the making of any map or plat of the Land or part thereof, join in granting any easement or creating any restriction affecting the Property, or join in any extension agreement or other agreement affecting the lien or charge hereof. At any time and from time to time, without liability therefor and without notice, Beneficiary may (i) release any person liable for payment of any Secured Obligation, (ii) extend the time for payment or otherwise alter the terms of payment of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, or (iv) substitute or release any property securing the Secured Obligations.

8.15. Reconveyance. Upon written request of Beneficiary stating that all of the Secured Obligations have been paid in full, and upon surrender of this Deed of Trust, and the Note, Trustee shall reconvey, without warranty, the Property or so much of it as is then held under this Deed of Trust. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor shall pay all fees of Trustee and all recordation fees related to such reconveyance.

8.16. Cure; Protection of Security. Either Beneficiary or Trustee may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among Beneficiary, Trustee and Trustor; obtaining insurance and/or paying any premiums or charges for insurance required to be carried hereunder; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted under this Section 8.16 either with or without giving notice, except for notices required under applicable law. Any amounts disbursed by Beneficiary pursuant to this paragraph shall become additional indebtedness secured by this Deed of Trust.

8.17. Limited Partners Right to Cure. Trustor's limited partners shall have the right, but not the obligation, to cure any default of Trustor hereunder in accordance

with the provisions of Section 8.20 of the Loan Agreement.

9. Default and Remedies.

9.1. Events of Default. Trustor acknowledges and agrees that an Event of Default shall occur under this Deed of Trust upon the occurrence of any one or more of the following events:

(a) Beneficiary's declaration of an Event of Default under any Loan Document, subject to the expiration of any applicable cure period set forth in such document;

(b) Trustor fails to perform any monetary obligation which arises under this Deed of Trust, and does not cure that failure within ten (10) days following written notice from Beneficiary or Trustee;

(c) If Trustor's interest in the Property or any part thereof is voluntarily or involuntarily sold, transferred, leased, encumbered, or otherwise conveyed in violation of Section 7.6 hereof and Trustor fails to rescind such conveyance or otherwise cure such breach within the time period specified in the last paragraph of this Section 9.1;

(d) Trustor fails to maintain the insurance coverage required hereunder or otherwise fails to comply with the requirements of Section 8.10 hereof and Trustor fails to cure such default within the applicable time specified in Section 8.10;

(e) Subject to Trustor's right to contest such charges as provided herein, Trustor fails to pay taxes or assessments due on the Land or the Improvements or fails to pay when due any other charge that may result in a lien on the Land or the Improvements, and Trustor fails to cure such default within thirty (30) days of the date of delinquency, but in all events prior to the imposition of any such tax or other lien.

(f) Any representation or warranty of Trustor contained in or made in connection with the execution and delivery of this Deed of Trust or in any certificate or statement furnished pursuant hereto or in any other Loan Document proves to have been false or misleading in any material adverse respect when made;

(g) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Trustor or any general partner thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Trustor or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Trustor or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(h) If a court of competent jurisdiction enters an order or decree under

any Bankruptcy Law that (i) is for relief against Trustor or any general partner thereof in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Trustor or any general partner thereof or substantially all of such entity's assets, (iii) orders the liquidation of Trustor or any general partner thereof, or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project or any part thereof, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

(i) Trustor fails to perform any obligation arising under this Deed of Trust other than one enumerated in this Section 9.1, and does not cure that failure either within ten (10) days after written notice from Beneficiary or Trustee in the event of a monetary default, or within thirty (30) days after such written notice in the event of a nonmonetary default, provided that in the case of a nonmonetary default that in Beneficiary's reasonable judgment cannot reasonably be cured within thirty (30) days, an Event of Default shall not arise hereunder if Trustor commences to cure such default within thirty (30) days and thereafter prosecutes such cure to completion with due diligence and in good faith and in no event later than one hundred eighty (180) days following receipt of notice of default.

(j) Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor, prior to any action to enforce this Deed of Trust, shall give Wells Fargo Affordable Housing Community Development Corporation and its successors and assigns (the "Tax Credit Partner") notice and opportunity to cure for a period of not less than (a) () days to cure a monetary default, and (b) () days to cure a nonmonetary default; provided, however, if in order to cure such a default Tax Credit Partner reasonably determines that it must remove the general partner of Trustor, Tax Credit Partner shall so notify Trustor and so long as Tax Credit Partner is diligently and continuously attempting to so remove such general partner, Tax Credit Partner shall have until the date () days after the effective date of the removal of the general partner or general partners to cure such default but in no event more than one (1) year.

9.2. Remedies. Subject to the limitations set forth in Section 7 of the Loan Agreement and the applicable notice and cure provisions set forth herein, at any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below, and may exercise any one or more or all, of the remedies set forth in any Loan Document, and any other remedy existing at law or in equity or by statute. All of Beneficiary's rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided hereunder, including without limitation reasonable attorneys' fees and costs.

(a) Acceleration. Beneficiary may declare any or all of the Secured Obligations, including without limitation all sums payable under the Note and this Deed of Trust, to be due and payable immediately.

(b) Receiver. Beneficiary may apply to any court of competent

jurisdiction for, and obtain appointment of, a receiver for the Property.

(c) Entry. Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage, and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing copies of all of Trustor's or the then owner's books and records concerning the Property; entering into, enforcing, modifying, or canceling Leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Trustor; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Land and make all of it available to Beneficiary at the site of the Land. Trustor hereby irrevocably constitutes and appoints Beneficiary as Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments.

(d) UCC Remedies. Beneficiary may exercise any or all of the remedies granted to a secured party under the UCC.

(e) Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust in the manner provided by law for foreclosure of mortgages on real property and/or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

(f) Power of Sale. Under the power of sale hereby granted, Beneficiary shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

9.3. Power of Sale. If Beneficiary elects to invoke the power of sale hereby granted, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause the Property to be sold to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the Recorder of each County wherein the Property or some part thereof is situated as required by law and this Deed of Trust.

(a) Prior to publication of the notice of sale, Beneficiary shall deliver to Trustee this Deed of Trust and the Note or other evidence of indebtedness, which is secured hereby, together with a written request for the Trustee to proceed with a sale of the Property, pursuant to the provisions of law and this Deed of Trust.

(b) Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the

Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may, and at Beneficiary's request shall, postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

(c) After deducting all costs, fees, and expenses of Trustee and of the trust hereby created, including reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums advanced or expended by Beneficiary or Trustee under the terms hereof and all outstanding sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

(d) Without limiting the generality of the foregoing, Trustor acknowledges and agrees that regardless of whether or not a default has occurred hereunder, if an Event of Default has occurred under the Loan Documents, and if in connection with such Event of Default Beneficiary exercises its right to foreclose on the Property, then: (i) Beneficiary shall be entitled to declare all amounts due under the Note immediately due and payable, and (ii) the proceeds of any sale of the Property in connection with such foreclosure shall be used to pay all Secured Obligations, including without limitation, the outstanding principal balance and all other amounts due under the Note.

(e) At any foreclosure sale, any person, including Trustor, Trustee or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:

(f) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary or Trustee under Section 8.12(c); and

(g) Second, the remaining balance of all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

9.4. Trustor's Right to Reinstate. Notwithstanding Beneficiary's acceleration of the sums secured by this Deed of Trust, Trustor shall have the right to have any proceedings begun by Beneficiary to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Trustor pays Beneficiary all sums which would be then due

under the Loan Documents if the Secured Obligations had no acceleration provision; (b) Trustor cures all breaches of any other covenants or agreements of Trustor contained in this Deed of Trust; (c) Trustor pays all reasonable expenses incurred by Beneficiary and Trustee in enforcing the covenants and agreements of Trustor contained in this Deed of Trust, and in enforcing Beneficiary's and Trustee's remedies as provided herein, including, but not limited to, reasonable attorney's fees; and (d) Trustor takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's interest in the Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Trustor, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

10. Trustor's Waivers. To the fullest extent permitted by law, Trustor waives: (a) all statutes of limitations as a defense to any action or proceeding brought against Trustor by Beneficiary; (b) the benefit of all laws now existing or which may hereafter be enacted providing for any appraisal, valuation, stay, extension, redemption or moratorium; (c) all rights of marshalling in the event of foreclosure; and (d) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind.

11. Miscellaneous Provisions.

11.1. Additional Provisions. The Loan Documents grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and the Property.

11.2. Notices. Trustor requests that a copy of notice of default and notice of sale be mailed to Trustor at the address set forth below. That address is also the mailing address of Trustor as debtor under the UCC. Beneficiary's address set forth below is the address for Beneficiary as secured party under the UCC. Except for any notice required under applicable law to be given in another manner, all notices to be sent pursuant to this Deed of Trust shall be made in writing and sent to the parties at their respective addresses specified below or to such other address as a party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by certified mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail:

Beneficiary:

Trustor:

with a copy to:

Addresses for notice may be changed from time to time by notice to all other

parties. Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

11.3. Binding on Successors. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of the Trustor, Beneficiary and Trustee; provided however this Section 11.3 does not waive the provisions of Section 8.6.

11.4. Substitution of Trustee. Beneficiary may from time to time or at any time substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of Contra Costa, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the Trustee named herein.

11.5. Attorneys' Fees and Costs. In any action or proceeding to foreclose this Deed of Trust or to enforce any right of Beneficiary or of Trustee, Trustor shall pay to Beneficiary and Trustee all costs of such action or proceeding, including reasonable attorneys' fees.

11.6. Governing Law. This Deed of Trust shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Trustor agrees that any controversy arising under or in relation to this Deed of Trust shall be litigated exclusively in the jurisdiction where the Land is located (the "**Property Jurisdiction**"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to the Loan Documents. Trustor irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

11.7. Severability. If any provision of this Deed of Trust is held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

11.8. Interpretation. The captions used in this Deed of Trust are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. In this Deed of Trust, whenever the context so requires, the singular number includes the plural.

11.9. Waiver. Any waiver by Beneficiary of any obligation of Trustor hereunder must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance.

11.10. Modification/ Amendment. No amendment to or modification of this Deed

of Trust shall be effective unless and until such amendment or modification is in writing, executed by Trustor and Beneficiary, and unless the amendment or modification has been approved by the limited partners of Trustor. Without limiting the generality of the foregoing, Beneficiary's acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver by Beneficiary of its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

11.11. Action by Beneficiary. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Beneficiary is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made, or taken by Beneficiary's Executive Director or by any person who shall have been designated by Beneficiary's Executive Director, without further approval by the governing board of Beneficiary.

11.12. Joint and Several Liability. If Trustor consists of more than one person or entity, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

11.13. Time is of the Essence. Time is of the essence for each provision of this Deed of Trust.

11.14. Partial Subordination to Extended Use Agreement. Trustor and the California Tax Credit Allocation Committee may enter into a Regulatory Agreement (the "**TCAC Regulatory Agreement**"), which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "**Code**"). In the event of a foreclosure of Beneficiary's interest under this Deed of Trust or delivery by the Trustor of a deed in lieu thereof (collectively, a "**Foreclosure**"), the following rule shall apply:

11.15. Foreclosure. In the event of a Foreclosure, throughout the extended use period specified in the TCAC Regulatory Agreement, with respect to any unit that had been regulated by the TCAC Regulatory Agreement, (i) none of the eligible tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause, including but not limited to, the tenants' ineligibility pursuant to regulations of the Section 42 of the Code), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

11.16. Senior Liens: The Trustor shall cause a copy of each deed of trust or lien senior to this Deed of Trust to be provided to the Beneficiary immediately upon its recordation, so that the Beneficiary may prepare and record a request for notice of default and notice of sale thereunder pursuant to California Civil Code Section 2924b.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first written above.

TRUSTOR:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____, 2025 before me, _____, a Notary Public in and for said State, personally appeared, _____, who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

1

LOAN AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This Loan Agreement and Declaration of Restrictive Covenants (this "**Agreement**") is entered into effective as of [REDACTED], 2025 ("**Effective Date**") by and between the City of Calipatria (the "**Lender**" or "**City**") and Valcom, LLC, a California limited liability company ("**Borrower**"). Borrower and Lender are hereinafter collectively referred to as the "**Parties**."

RECITALS

A. Borrower is the owner of that certain real property located in the City of Calipatria, County of Imperial, California, as more particularly described in Exhibit A (the "**Property**"). Borrower has proposed to ~~rehabilitate~~ develop 10 multifamily residential units on the Property for rental to low-income households (the "**Project**").

B. Grant funding by the State of California Department of Housing and Community Development ("HCD") from the Permanent Local Housing Allocation Program administered by HCD (the "**PLHA Program**") has been awarded to the Project. The grant funds awarded by HCD with respect to the Project pursuant to the PLHA Program are referred to herein as the "**HCD Funds**."

C. The Lender is authorized to loan the HCD Funds to that certain award announcement letter referencing Contract No. 22-PLHA-17773 addressed to the City of Calipatria, County of Imperial from Jennifer Seeger, Deputy Director, HCD, dated [REDACTED].

D. Borrower has requested, and Lender has agreed, to use the HCD Funds to provide a loan (the "**Loan**") to Borrower, subject to the terms and conditions set forth in this Agreement, solely for the purpose of reimbursing Borrower for costs incurred in connection with the development of the Project.

E. Concurrently herewith Borrower will execute a promissory note ("**Note**") in the amount of the Loan, which will be evidenced by an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants, and secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") to be executed by Borrower and recorded against the Property. This Agreement, the Note, and the Deed of Trust are collectively hereinafter referred to as the "**Loan Documents**."

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. THE LOAN AND DISBURSEMENT OF LOAN PROCEEDS.

1.1. Loan and Note. Lender agrees to loan to Borrower, and Borrower agrees to borrow from and repay to Lender, a sum in the maximum principal amount not to exceed two-hundred and forty two thousand seven hundred and thirty two and 00/100 Dollars (\$242,732) (the "**Loan Proceeds**") upon the terms and conditions and for the purposes set forth in this Agreement. The Loan shall be evidenced by the Note which shall be dated as of the Effective Date. Provided that Borrower has complied with all conditions set forth in Section 1.6, the Loan Proceeds shall be disbursed in accordance with Section 1.6 hereof. Notwithstanding anything to the contrary contained herein, in the event Borrower is awarded an additional two years of PLHA funding, the loan documents will be amended at such time to reflect such an increase to the Loan Proceed amount.

1.2. Interest Rate; Principal Payments; Maturity Date. The Loan shall bear simple interest at 3% per annum. Payments shall be made in accordance with the terms of the Note.

1.3. Prepayment. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under the Note; provided that, Borrower agrees that it shall not make loan payments hereunder unless and until all Senior Debt has been paid in full. For purposes hereof, "**Senior Debt**" shall mean any indebtedness of Borrower secured by a lien senior in priority to the lien of the Deed of Trust.

1.4. Security for the Loan; Recourse.

(a) Repayment of the Note shall be secured by the Deed of Trust.

(b) The Loan is a nonrecourse obligation of Borrower.

1.5. Use of Loan Proceeds. The Loan Proceeds shall be used solely and exclusively for costs incurred in connection with the development of the Project and related infrastructure improvements. Funds shall be disbursed to Borrower on a cost-reimbursement basis in accordance with Section 1.6.

1.6. Disbursement of Proceeds. The Lender shall disburse the Loan Proceeds to Borrower within five (5) business days following a request from Borrower.

1.7. No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the Lender shall have no obligation to disburse any portion of the Loan Proceeds following the occurrence and during the continuation of an Event of Default on the part of Borrower under this Agreement, the Note, or the Deed of Trust.

2. AFFORDABLE RENT.

2.1 Occupancy Requirements. Borrower shall cause ten (10) of the units in the Project to be rented to and occupied by or, if vacant, available for occupancy by 60% AMI Households for a period of not less than fifty-five (55) years.

2.2 For purposes of this Section 2, the following terms shall have the following meanings:

(a) "60% AMI Household" means a household with a 60% income level as published by TCAC, or if TCAC does not publish such levels, a household with an Adjusted Income that does not exceed thirty percent (30%) of Area Median Income.

(b) "Actual Household Size" means the actual number of persons in the applicable household.

(c) "Adjusted Income" means the total anticipated annual income of all persons in a household calculated using the methods to calculate income adopted by TCAC, or if TCAC no longer calculates income, then it means the total anticipated annual income of all persons in a household, as defined in 24 CFR 5.609 and as calculated pursuant to 24 CFR 5.611.

(d) "Area Median Income" or "AMI" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Imperial, California as published from time to time by HUD and HCD. In the event that such income determinations are no longer published or are not updated for a period of at least fifteen (15) years, the Lender shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(e) "Assisted Units" means the ten (10) Units within the Project designated as assisted by the Lender pursuant to this Agreement.

(f) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in California Health & Safety Code Section 50052.5(h), used to calculate Rent, subject to the application of federal rules and regulations applicable to Project financing sources, including Section 42(g)(2) of the Internal Revenue Code of 1986, as amended.

(g) "HUD" means the United States Department of Housing and Urban Development.

(h) "Rent" shall mean the total of monthly payments by the tenants of a Unit for the occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by Partnership which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Partnership, and paid by the Tenant.

(i) "TCAC" means the California Tax Credit Allocation Committee.

(j) "Tenant" means the tenant household that occupies a Unit in the Project.

(k) "Term" means the term of this Agreement which commences as of the date of this Agreement, and expires on the date fifty-five (55) years from the completion of construction and issuance of a certificate of occupancy or equivalent document issued by the County of Imperial, to certify completion of construction of the Project. The provisions of this Agreement apply to the project for the entire term even if the Loan Proceeds are paid in full prior to the end of the term. This Agreement binds any successor, heir or assign of the Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the Lender.

(l) "Unit(s)" means one (1) or more of the units in the Project.

3. BORROWER COVENANTS.

3.1. Compliance with PLHA Program. Borrower covenants and agrees to comply with all requirements of the PLHA Program as to the use of the Loan Proceeds, construction and operation of the Project, and all other matters related thereto.

3.2. Books and Records. The Lender shall have the right, during business hours and after reasonable notice to Borrower, to inspect and copy Borrower's books and records concerning the Property, the Project, and the Loan.

3.3. Other Documents. Upon Lender's reasonable request, Borrower shall deliver to the Lender copies of documents related to the Project, including without limitation, construction contracts, consulting agreements, architects' agreements, loan and financing applications, studies, reports, loan documents, management plans, and property management agreements.

4. AFFORDABILITY AND OCCUPANCY COVENANTS.

4.1. Allowable Rent. The Rent paid by Tenants of Assisted Units shall not exceed (%) of the (%) of Area Median Income, adjusted for Assumed Household Size.

4.2. No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the Units for any housing or other services provided by Borrower.

4.3. Rent Increases. The proposed initial Rents and subsequent Rents for all Assisted Units shall be provided to the Borrower by the Lender prior to initial or subsequent occupancy and prior to a rent increase, and shall be subject to the requirements of this Agreement. Borrower shall only impose Tenant Rent increases on the Assisted Units that are consistent with the applicable statutes, laws, and regulations of the State of California and County of Imperial. The Rent for such Assisted Units may be increased no more than once annually based upon the annual income certification. Tenants shall be given at least sixty (60) days written notice prior to any Rent increase. The Lender will provide Borrower with a schedule of maximum permissible Rents for the Assisted Units annually.

4.4. Non-Qualifying Household. If, upon the annual certification of the income a Tenant of an Assisted Unit, Borrower determines that the income of a % AMI

Household has increased above the qualifying limit for a [REDACTED] % AMI Household, such Tenant shall be permitted to retain the Unit and upon expiration of the Tenant's lease and upon [REDACTED] () days written notice, the Rent may be increased to the lesser of one-twelfth (1/12th) of [REDACTED] percent () % of the actual Adjusted Income of the Tenant, and Borrower shall rent the next available Unit to a [REDACTED] % AMI Household to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 4.3. Upon renting the next available Unit in accordance with Section 2.1, the Unit with the over-income Tenant will no longer be considered an Assisted Unit.

4.5. Termination of Occupancy. Upon termination of occupancy of an Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such Unit is reoccupied or another Unit is re-designated as an Assisted Unit, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

5. INCOME CERTIFICATION AND REPORTING.

5.1. Income Certification. Borrower shall obtain, complete, and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Assisted Units. Borrower shall cause each Tenant in an Assisted Unit to execute a Certification of Tenant Eligibility. Borrower shall fill out the "Development Owner" portion of the Certification of Tenant Eligibility and provide it to the Lender along with supporting documentation collected by Borrower. Borrower shall make a good faith effort to verify the accuracy of the income provided by all applicants or all members of the occupying household, as the case may be, in the income certification. To verify the information Borrower shall take two or more of the following steps: (a) obtain pay stubs for the most recent two months; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain an income verification form from the applicant's current employer verifying employment for the last two months; (e) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies, verifying assistance for the last two months; or (f) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Copies of the Certifications of Tenant Eligibility and accompanying documentation must be submitted to the Lender annually for each of the Assisted Units.

5.2. Reporting Requirements. Borrower shall submit to the Lender: (a) not later than the ninety (90th) day after the close of each calendar year, or such other date as may be requested by the County, a signed copy of the Certification of Program Compliance, and (b) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the Lender in order to comply with reporting requirements of HUD, the State of California, and the County; including but not limited to reports, records, surveys evidencing compliance with this Agreement.

6. PROPERTY MANAGEMENT, MAINTENANCE AND RESIDENT SERVICES.

6.1. Management Responsibilities. The Borrower shall submit to the County an initial proposed Management Plan no later than [REDACTED] () months after the commencement of construction of the Project as set forth in the Agreement. The Borrower shall submit to

the County for approval the name and qualifications of a proposed management agent, a proposed management agreement and written guidelines or procedures for tenant selection (in compliance with the Agreement), operation and management of the Project, and implementation of the income certification and reporting requirements of this Agreement (collectively, the "Management Plan"). The County shall approve or disapprove the Management Plan in writing within fifteen (15) calendar days following the County's receipt of the complete Management Plan, which approval shall not be unreasonably denied. If the Management Plan is disapproved by the County, the County shall deliver a written notice to the Borrower setting forth, in reasonable detail, the reasons for such disapproval. The Borrower shall have fifteen (15) calendar days following the receipt of such notice to submit a revised Management Plan. The provisions of this Section relating to time periods for approval, disapproval, and resubmission of the new Management Plan shall continue to apply until the Management Plan has been approved by the County. The Borrower shall submit to the County any proposed changes to the Management Plan, which shall be reviewed and approved by the County as set forth above. Notwithstanding anything to the contrary contained herein, the foregoing requirements of Section 6.1 shall only apply to the extent such Management Plan is requested by the County.

6.2. Management Agent. Borrower shall cause the Project to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). Borrower shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the County to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the County shall approve the proposed Management Agent by notifying Borrower in writing. Unless the proposed Management Agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved. Pursuant to California Code of Regulations title 25, Section 42 all projects with 16 or more units must have a resident manager living on the Property. The County will not consider maintenance personnel as a substitute or equivalent to a trained, in residence property manager. County hereby preapproves of AWI Management Corporation as the initial Management Agent.

6.3. Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Project. The purpose of each periodic review will be to enable the County to determine if the Project is being operated and managed in accordance with the requirements and standards of this Agreement. Borrower shall cooperate with the County in such reviews.

6.4. Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Project is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within thirty (30) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of

the Project, including, without limitation, replacement of the Management Agent.

6.5. Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument.

7. DEFAULT AND REMEDIES.

7.1. Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder ("**Event of Default**"):

(a) Borrower fails to pay when due the principal and interest payable under the Note, and such failure continues for thirty (30) days after Lender notifies Borrower thereof in writing.

(b) An Event of Default on the part of Borrower is declared under the Note, the Regulatory Agreement or the Deed of Trust.

(c) Pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Borrower (or any general partner thereof) (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Borrower in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Borrower; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

(d) A court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Borrower in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Borrower or substantially all of such entity's assets, (iii) orders the liquidation of Borrower (or any general partner thereof), or (iv) issues or levies a judgment, writ, warrant of attachment or similar process against the Property or the Project, and in each case the order or decree is not released, vacated, dismissed or fully bonded within 60 days after its issuance.

(e) Borrower fails to maintain insurance as required pursuant to this Agreement and Borrower fails to cure such default within 30 days of notice thereof.

(f) Borrower fails to use Loan Proceeds in accordance with this Agreement or fails to use Loan Proceeds in accordance with Borrower's request for disbursement.

(g) Borrower defaults in the performance of any term, provision, covenant or

agreement contained in this Agreement other than an obligation enumerated in this Section 4.1, and unless such a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or thirty (30) days in the event of a nonmonetary default after the date upon which Lender shall have given written notice of the default to Borrower, provided that in the case of a nonmonetary default that is not susceptible of cure within thirty (30) days, an Event of Default shall not arise hereunder if Borrower commences to cure the default within thirty (30) days and thereafter prosecutes the curing of such default to completion with due diligence and in good faith, but in no event longer than 180 days from the receipt of notice of default. Notwithstanding any contrary provision hereof, any cure tendered by a limited partner of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if tendered by Borrower.

7.2. Remedies. Upon the occurrence of an Event of Default, the Lender shall have the following rights, in addition to any other rights and remedies provided by law:

- (a) The Lender may declare the entire outstanding principal balance of the Loan and interest accrued thereon immediately due and payable;
- (b) The Lender may foreclose on the Property pursuant to the Deed of Trust, subject to the limitations set forth in Section 5.20 of this Agreement;
- (c) The Lender may seek an order of specific performance; and
- (d) The Lender may terminate this Agreement.

7.3. Each of the remedies provided herein is cumulative and not exclusive of, and shall not prejudice any other remedy provided herein, in the Note, or the Deed of Trust. The Lender may exercise any rights and remedies available under applicable law, in addition to, and not in lieu of, any rights and remedies expressly granted in this Agreement.

8. MISCELLANEOUS.

8.1. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding the foregoing, Lender's obligation to make the Loan is personal to Borrower, and this Agreement shall not be assignable by Borrower by operation of law or otherwise absent the express written consent of Lender.

8.2. Insurance. Borrower shall maintain and keep in force, at Borrower's expense and discretion reasonable amounts of property and general liability insurance coverage. For each of Borrower's insurance policies, Borrower shall provide to Lender within ten (10) days following execution of this Agreement, but in no event later than the initial disbursement of Loan Proceeds, a certificate of insurance and an endorsement which provides that no cancellation, major change in coverage or expiration will be effective during the term of this Agreement without 30 days written notice to the Lender prior to the effective date of such cancellation, change in coverage or expiration. Upon request by the Lender from time to time, Borrower shall deliver to the Lender originals or copies of all such insurance policies and certificates evidencing such policies.

8.3. Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by:

(a) personal delivery, in which case notice is effective upon delivery;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(c) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(d) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

Lender:

Borrower:

with a copy to:

Addresses for notice may be changed from time to time by notice to all other parties. Notwithstanding that Notices shall be deemed given when delivered, the nonreceipt of any Notice as the result of a change of address of which the sending party was not notified shall be deemed receipt of such Notice.

8.4. Waiver, Modification and Amendment. No failure or delay on the part of the Lender in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No modification or waiver of any provision of this Agreement, nor any consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

8.5. Modification and Amendment. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, executed by the Parties, and

unless the amendment or modification has been approved by the limited partners of Borrower.

8.6. Consents. Whenever the consent or approval of the Lender is required under the Loan Documents, the Lender agrees that such consent or approval will not be unreasonably withheld or delayed.

8.7. Further Assurances. The Parties shall execute, acknowledge and deliver to the other Parties such other documents and instruments, and shall take such other actions, as may reasonably be necessary to carry out the intent of this Agreement.

8.8. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish Borrower and Lender as partners, co-venturers, or principal and agent with one another.

8.9. Action by the Lender. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, or consent by the Lender is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the Lender's Executive Director or by any person who shall have been designated by the Lender's Executive Director, without further approval by the Lender's governing board unless the Lender Executive Director determines in his or her discretion that such action requires such approval.

8.10. Non-Liability of Lender and Lender Officials, Employees and Agents. No member, official, employee or agent of the Lender shall be personally liable to Borrower, or any successor in interest to either in the event of any default or breach by the Lender, or for any amount of money which may become due to Borrower or any successor to either, or for any obligation of Lender under this Agreement.

8.11. Captions; Construction; Time is of the Essence. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. Time is of the essence in the performance of this Agreement.

8.12. Governing Law; Venue. This Agreement, the Note, and the Deed of Trust shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. The Parties consent to the jurisdiction of any federal or state court having jurisdiction in Imperial County, California. Borrower agrees that any controversy arising under or in relation to this Agreement, the Note, or the Deed of Trust, shall be litigated exclusively in courts having jurisdiction in Imperial County. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

8.13. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

8.14. Entire Agreement; Exhibits. This Agreement, together with the Note, the

Deed of Trust, and the additional documents referenced herein contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the Parties with respect thereto.

8.15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

8.16. Lender Status. Borrower recognizes and agrees that Lender is not a commercial lending institution. Any duties or obligations which a commercial lending institution may have to Borrower shall not apply to this transaction except as set forth herein or in the Note or as otherwise required by law.

8.17. Removal of General Partner. Notwithstanding anything to the contrary in this Agreement, or any of the other Loan Documents, the removal and/or replacement of Borrower's general partner in accordance with the rights and remedies afforded under the Borrower's partnership agreement shall not require the consent of Lender, constitute a default under any of the Loan Documents or accelerate the maturity of the Loan. In the case of such a removal or replacement, Lender's prior written consent shall not be required for any amendment or other modification of Borrower's partnership agreement to document and reflect such removal or replacement.

8.18. Transfer of Limited Partner Interest. Notwithstanding anything to the contrary in any of the Loan Documents, the interests of the Borrower's limited partners shall be transferable, either directly or indirectly, and such transfer shall not require the consent of Lender or constitute a default under any of the Loan Documents. In the case of such transfer, Lender's prior written consent shall not be required for any amendment or other modification of Borrower's partnership agreement to document and reflect such transfer.

8.19. Withdrawal of a Partner. Notwithstanding anything to the contrary in any of the Loan Documents, neither the withdrawal, removal, replacement, and/or addition of the general partner pursuant to the terms of Borrower's partnership agreement, nor the withdrawal, replacement, and/or addition of any of Borrower's limited partners or its limited partner's general partners or members, shall constitute an Event of Default or default under any of the Loan Documents, and such actions shall not accelerate the maturity of the Loan.

8.20. Cure by Limited Partner. Lender agrees that any of the limited partners of Borrower shall have the right, but not the obligation, to cure any Event of Default or default by Borrower under any of the Loan Documents; provided, however, the cure period shall be extended as provided in the Deed of Trust. Lender further agrees any cure of any Event of Default or default made by the limited partners of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made by Borrower. Lender further agrees that the removal and replacement of a general partner shall be deemed a cure of any default arising under Sections 7.1. Provided that Lender has been given written notice of the address for delivery of notices to the limited partners, Lender shall provide any notice of default hereunder to the limited partners concurrently with the provision of such notice to Borrower, and as to the limited partners, the cure periods specified herein shall commence upon the date of receipt of such notice to Borrower's limited partner.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

LENDER:

BORROWER:

EXHIBIT A

DESCRIPTION OF PROPERTY

SECURED PROMISSORY NOTE

\$242,732.00

_____, California
_____, 2025

FOR VALUE RECEIVED, Valcom, LLC, a California limited liability company ("**Borrower**"), promises to pay to the City of Calipatria ("**Lender**") two hundred forty-two thousand seven hundred thirty two and zero Dollars (\$242,732.00) (the "**Loan**") or so much thereof as may be advanced by Lender from time to time pursuant to the Loan Agreement referred to below.

This Secured Promissory Note (this "**Note**") has been executed and delivered pursuant to and in accordance with (i) the California Department of Housing and Community Development ("**HCD**") award of funds pursuant to the State of California Permanent Local Housing Allocation Program evidenced by that certain award announcement letter referencing Contract No. 20-PLHA-17773 addressed to the City of Calipatria, County of Imperial from Jennifer Seeger, Deputy Director, HCD, dated _____; (ii) that certain Loan Agreement dated of or about even date herewith and executed by and between Lender and Borrower (the "**Loan Agreement**"); and (iii) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated of or about even date herewith by Borrower, as trustor, and Lender, as beneficiary (the "**Deed of Trust**").

Borrower has requested, and Lender has agreed, to loan to Borrower certain funds that Lender receives from HCD (the "**HCD Funds**"), solely for the purpose of reimbursing Borrower for costs incurred in connection with the development of an affordable housing project (the "**Project**") on certain real property located in 635 East Main Street with Assessor's Parcel Number 023-342-007 within the incorporated area of the City of Calipatria, California 92233 (the "**Property**").

This Note is secured by the Deed of Trust, which shall be recorded against the Property. Lender shall be entitled to the benefits of the security provided by the Deed of Trust and shall have the right to enforce the covenants and agreements contained herein, in the Loan Agreement and in the Deed of Trust.

1. PAYMENTS.

1.1. INTEREST RATE; PRINCIPAL PAYMENTS; MATURITY DATE. The Loan shall bear simple interest at the rate of 3.0% per annum. Payments of principal and interest are fully deferred and shall be due and payable two (2) years after execution of the loan agreement and secured promissory note on _____, 2027 ("**Maturity Date**").

1.2. PREPAYMENT. Borrower may, without premium or penalty, at any time and from time to time, prepay all or any portion of the outstanding principal balance due under this Note; provided that, Borrower agrees that it shall not make loan payments hereunder unless and until all Senior Debt has been paid in full. For purposes hereof, "**Senior Debt**" shall mean any indebtedness of Borrower secured by a lien senior in priority to the lien of the Deed of Trust.

1.3. MANNER OF PAYMENT. All payments of principal and interest on this Note shall be made to Lender at 125 North Park Avenue, Calipatria CA 92233, or such

other place as Lender shall designate to Borrower in writing, or by wire transfer of immediately available funds to an account designated by Lender in writing.

2. DEFAULTS AND REMEDIES.

2.1. EVENTS OF DEFAULT. The occurrence of an Event of Default (as such term is defined in the Loan Agreement) under the Loan Agreement, inclusive of all notice and cure periods, shall constitute an Event of Default hereunder ("**Event of Default**").

2.2. REMEDIES. Subject to the limitations set forth in Section 8.20 of the Loan Agreement, upon the occurrence of an Event of Default hereunder, Lender may, at its option (i) by written notice to Borrower, declare the entire unpaid principal balance of this Note, together with all accrued interest thereon and all sums due hereunder, immediately due and payable regardless of any prior forbearance, (ii) exercise any and all rights and remedies available to it under applicable law, and (iii) exercise any and all rights and remedies available to Lender, including without limitation the right to pursue foreclosure under the Deed of Trust. Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender including, without limitation, reasonable attorneys' fees, incurred in connection with Lender's enforcement of this Note and the exercise of any or all of its rights and remedies hereunder and all such sums shall be a part of the indebtedness secured by the Deed of Trust. The rights and remedies of Lender under this Note shall be cumulative and not alternative.

2.3. LIMITED PARTNER CURE. Notwithstanding any contrary provision hereof, any cure tendered by a limited partner of Borrower shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if tendered by Borrower.

3. MISCELLANEOUS.

3.1. WAIVERS; BORROWER'S WAIVERS. No waiver by Lender of any right or remedy under this Note shall be effective unless in a writing signed by Lender. Neither the failure nor any delay in exercising any right, power or privilege under this Note will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege by Lender will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver that may be given by Lender will be applicable except in the specific instance for which it is given. No notice to or demand on Borrower will be deemed to be a waiver of any obligation of Borrower or of the right of Lender to take further action without notice or demand as provided in this Note.

To the maximum extent permitted by applicable law Borrower hereby waives presentment, demand, protest, notices of dishonor and of protest and all defenses and pleas on the grounds of any extension or extensions of the time of payment or of any due date under this Note, in whole or in part, whether before or after maturity and with or without notice.

3.2. NOTICES. Any notice required or permitted to be given hereunder shall be given in accordance with Section 8.3 of the Loan Agreement.

3.3. SEVERABILITY. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will

remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.4. GOVERNING LAW. This Note shall be governed by the laws of the State of California without regard to principles of conflicts of laws.

3.5. PARTIES IN INTEREST. This Note shall bind Borrower and its successors and assigns and shall accrue to the benefit of Lender and its successors and assigns.

3.6. SECTION HEADINGS, CONSTRUCTION; AMENDMENTS. The headings of Sections in this Note are provided for convenience only and will not affect its construction or interpretation. There shall be no amendment to or modification of this Note except by written instrument executed by Borrower and Lender, and unless the amendment or modification has been approved by the limited partners of Borrower.

3.7. RELATIONSHIP OF THE PARTIES. The relationship of Borrower and Lender under this Note is solely that of borrower and lender, and the loan evidenced by this Note and secured by the Deed of Trust will in no manner make Lender the partner or joint venturer of Borrower.

3.8. TIME IS OF THE ESSENCE. Time is of the essence with respect to every provision of this Note.

3.9. NONRECOURSE. This Note is a non-recourse obligation of the Borrower.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has executed and delivered this Note as of the date first written above.

BORROWER:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

NO FEE FOR RECORDING PURSUANT TO GOVERNMENT CODE SECTIONS 6103 AND
27383

**AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF
RESTRICTIVE COVENANTS**

(Affordable Housing Improvement Project – PLHA)

This Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of [REDACTED], 2025 (the "Effective Date"), by and between Valcom LLC, a California limited liability company (the "Company"), and the City of Calipatria (the "City"), with reference to the following facts.

RECITALS

A. Company is acquiring that certain real property located in the City of Calipatria, County of Imperial, State of California, as more particularly described in Exhibit A (the "Property").

B. Company intends to operate a 10-unit (each, a "Unit") multifamily affordable housing complex (the "Project") on the Property for rental to low-income households, including one manager's unit.

C. This PLHA Regulatory Agreement shall run with the land and shall bind Owner and all of Owner's successors in interest as owners of the Property.

D. This Agreement is also intended to implement the requirement that 10 of the Units be restricted for rent and occupancy by 60% AMI Households (collectively, the "Restricted Units"). This Agreement will ensure the Project's continuing affordability.

E. This Agreement is entered into in connection with a loan from the City to the Company in the original principal amount of \$242,732, as evidenced by that certain Loan Agreement and Declaration of Restrictive Covenants of even date herewith between the Company and the City (the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to them in the Loan Agreement.

THEREFORE, the Company and City hereby agree as follows.

AGREEMENT

The foregoing recitals are hereby incorporated by reference and made part of this Agreement.

ARTICLE 1 DEFINITIONS

1.1 Definitions.

When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "60% AMI Household" means a household with a 60% income level as published by TCAC, or if TCAC does not publish such levels, a household with an Adjusted Income that does not exceed sixty percent (60%) of Area Median Income.

(b) "Actual Household Size" means the actual number of persons in the applicable household.

(c) "Adjusted Income" means the total anticipated annual income of all persons in a household calculated using the methods to calculate income adopted by TCAC, or if TCAC no longer calculates income, then it means the total anticipated annual income of all persons in a household, as defined in 24 CFR 5.609 and as calculated pursuant to 24 CFR 5.611.

(d) "Agreement" means this Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants.

(e) "Area Median Income" or "AMI" means the median gross yearly income (adjusted for Actual Household Size or Assumed Household Size as specified herein) in Imperial County, California, as published from time to time by HUD. In the event that such income determinations are no longer published or are not updated for a period of at least twelve (12) months, Company shall provide the City with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HUD.

(f) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in California Health & Safety Code Section 50052.5(h), used to calculate Rent, subject to the application of federal rules and regulations applicable to Project financing sources, including Section 42(g)(2) of the Internal Revenue Code of 1986, as amended.

(g) "Effective Date" is defined in the first paragraph of this Agreement.

(h) "Property" is defined in Exhibit A.

(i) "Rent" means the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including

parking; any separately charged fees or service charges assessed by Company which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Company, and paid by the Tenant.

(j) "TCAC" means the California Tax Credit Allocation Committee.

(k) "Tenant" means a household legally occupying a Unit pursuant to a valid lease with Company.

(l) "Term" means the term of this Agreement, which commences on the date of this Agreement and continues until the () anniversary following receipt of a certificate of occupancy for the Project.

(m) "Unit" means one of the rental housing units constructed on the Property.

1.2 Exhibits

The following exhibit is attached to this Agreement and incorporated into this Agreement by this reference:

EXHIBIT A: Legal Description of the Property

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Lower Income Units. The Company shall cause twenty percent (20%) of the Units in the Project (collectively, the "Lower Income Units"), to be rented to and occupied by or, if vacant, available for occupancy by 60% AMI Households.

(b) Manager's Unit. One (1) Unit is to be available for designation as the manager's unit.

(c) Intermingling of Units. Restricted Units shall be intermingled with, and shall be of comparable quality to, all other Units in the Project. All Tenants must have equal access to and enjoyment of all common facilities in the Project.

2.2 Allowable Rent.

(a) 60% AMI Rent. Subject to the provisions of Section 2.3 below, the maximum Rent (including utility allowance) paid by Tenants of the Lower Income Units shall not exceed

one-twelfth (1/12) of [] percent ([] %) of [] percent ([] %) of Area Median Income, adjusted for Assumed Household Size.

(b) Rent Increases.

(1) The Rent for such Restricted Units may be increased no more than once annually based upon the annual income certification described in Article 3.

(2) Company shall give Tenants of all Units written notice at least thirty (30) days prior to any Rent increase.

2.3 Increased Income of Tenants.

If, upon recertification of the income of a Tenant of a Restricted Unit, Company determines that a former [] % AMI Household has an Adjusted Income at or exceeding the qualifying income for a [] % AMI Household, then such Tenant shall be permitted to continue to occupy the Unit and such Tenant's Rent may be increased to the lesser of thirty percent (30%) of the Adjusted Income of the Tenant or the maximum rent permitted under Code Section 42(g) and the extended use agreement between the Company and the California Tax Credit Allocation Committee for the Project, upon at least thirty (30) days written notice to the Tenant. The Unit will continue to be classified as a Lower Income Unit, until the first occurrence of either: (1) the Tenant vacates the Unit at which time Company shall re-rent the Unit in accordance with the requirements of Section 2.1 above; or (2) Company has re-designated and rented another comparable Unit to qualify as a [] % AMI Household to meet the requirements of Section 2.1, and the Unit with the over-income Tenant will no longer be considered a [] % AMI Household.

ARTICLE 3 INCOME CERTIFICATION AND REPORTING

3.1 Loan Documents. The terms and provisions of the Loan Documents are hereby incorporated into this Agreement.

3.2 Income Certification.

Company will obtain, complete and maintain on file, immediately prior to initial occupancy and annually thereafter, income certifications for each Tenant renting any of the restricted Units. Company shall make a good faith effort to verify that the income statement provided by an applicant or Tenant is accurate. Copies of Tenant income certifications shall be made available to the City upon request.

3.3 On-site Inspection.

The City shall have the right to perform on-site inspections of the Project, including the Units, as is reasonably required to ensure compliance with this Agreement. Company agrees to cooperate in such inspection(s).

**ARTICLE 4
RESERVED**

**ARTICLE 5
RESERVED**

**ARTICLE 6
MISCELLANEOUS**

6.1 Term of Agreement, Runs With the Land.

The term of this PLHA Regulatory Agreement (the "Term") shall commence on the date first written above, and this PLHA Regulatory Agreement shall remain in full force and effect until the earlier of: (i) fifty-seven (57) years after the date of the recordation of this PLHA Regulatory Agreement in the official records of Imperial County; or (ii) fifty-five (55) years after the date the first building located on the Property is constructed and obtains a certificate of occupancy, or equivalent document, from the City, unless terminated earlier by City pursuant to the terms of this PLHA Regulatory Agreement or extended by the mutual consent of the Parties. The covenants set forth herein shall be covenants running with the land (as they may be amended from time to time) and shall inure to the benefit of and be enforceable by City while City maintains any interest in the Property and shall be binding upon Owner and/or any other party having any right, title or interest in the Property (including any portion thereof). By accepting title, Owner, or any other person who acquires an ownership interest in the Property, agrees (a) that all covenants and restrictions created by this PLHA Regulatory Agreement are necessary in order to preserve the stock of affordable housing for Extremely Low Income Households and are reasonable in light of their purposes, and (b) to abide by each and every covenant and restriction herein.

6.2 Enforcement by City.

If Company fails to perform any obligation under this Agreement, and fails to cure the Default within thirty (30) days after the City has notified Company in writing of the Default or, if the Default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within sixty (60) days, the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law. Notwithstanding anything to the contrary contained herein, the City hereby agrees that any cure of any default made or tendered by one or more of the Company's limited partners shall be deemed to be a cure by the Company and shall be accepted or rejected on the same basis as if made or tendered by the Company.

(a) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel Company's performance of its obligations under this Agreement, and/or for damages.

6.3 Successor and Assigns.

This PLHA Regulatory Agreement shall bind, and the benefit shall inure to, Owner and his or her heirs, legal representatives, executors, successors in interest and assigns, and City and

its successors and assigns for the term of this PLHA Regulatory Agreement as provided in Section 6.1.

6.4 Recording and Filing.

The City and Company shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Imperial.

6.5 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of California. Venue shall be Imperial County.

6.6 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

6.7 Amendments.

This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Imperial.

6.8 Notices.

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Company:

City:

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

6.9 Severability.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

6.10 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an

original, and may be signed in counterparts.

[Remainder of page intentionally blank.]

[Signatures of following page.]

IN WITNESS WHEREOF, City and Company have executed this Agreement by duly authorized representatives, all on the date first written above.

CITY:

COMPANY:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
LEGAL DESCRIPTION

A-1



CALIPATRIA CITY COUNCIL AGENDA ITEM

Date Submitted: May 23, 2025

Submitted By: Laura Gutierrez, City Manager/CFO

Council Meeting Date: May 27, 2025

Discussion / Action

Subject: Approval of Code Enforcement Officer Job Description

Background:

The City Council on December 12, 2023, approved a Code Enforcement/Firefighter job description and full-time allocation for the Fire Department. On February 5, 2025, the position was filled and will be vacated on May 25, 2025.

A departmental request has been made to transfer the position from the Fire Department to the Police Department. In review of other agencies' organizational charts, we found that the Code Enforcement Officer position reports to either the Police Department, Fire Department, or Planning Department.

The position status would remain as a civilian/non-sworn.

Recommendation:

Staff recommend the City Council approval of the attached Code Enforcement Officer Job Description and transfer the allocation to the Police Department.

Fiscal Impact:

None



Code Enforcement Officer Job Description

Salary Schedule: Public Safety
Range: 5
Proposed Adoption: May 27, 2025

DESCRIPTION:

Under general supervision of the Police Chief (or designee), performs a variety of municipal code enforcement duties to assure compliance with City Code and City standards and policies regulating construction, business licenses, zoning, land use, housing, permits, property development and improvement, and landscaping; provides information and assistance to other departments and the public regarding City Code requirements and code enforcement compliance; the position is a civilian/non-sworn position within the Police Department and other functions and duties as assigned by the Police Chief (or designee).

DISTINGUISHING CHARACTERISTICS:

The Code Enforcement Officer is responsible for enforcement and compliance with City Code, and City standards and policies. Employees are expected to demonstrate a significant amount of independence and initiative in assuming a wide range of responsibilities.

DUTIES:

Position performs the essential functions and responsibilities:

- Performs a variety of municipal code enforcement duties to assure compliance with the City Code and City standards and policies regulating construction, signs, business licenses, zoning, land use, housing and conditions set forth in conditional or temporary use permits; coordinate code enforcement activities with other City departments.
- Locate and investigate reported violations of City Code; obtain relevant information through public contracts and other investigative techniques including site inspections; photograph violations; identify and explain violations, provide oral or written warnings, seek abatement or corrective action, issue stop work orders and citations as appropriate.
- Conduct business license and other inspections to ensure businesses, vendors, organizations and individuals comply with established codes, standards and policies; identify violations, provide warnings, recommend corrective action, monitor properties to ensure compliance and issue citations as appropriate.
- Provide consultation and technical assistance to the public concerning code enforcement, City Code requirements and assigned functions; respond to inquiries and provide detailed and technical information concerning related laws, standards, codes, rules, standards, regulations, policies, and procedures; interpret and explain necessary measures for compliance.
- Investigate and assist in mediating public complaints; provide information by obtaining relevant information and responding to public inquiries; monitor complaints to verify violations have been corrected; attend related meetings.
- Compile information and prepare and maintain a variety of records, reports and files related to code enforcement, inspections, citations, warnings, violations and assigned activities; prepare and distribute correspondence to property owners and/or responsible persons or parties regarding violations.

- Assist in the prosecution of citations, misdemeanor complaints or injunctive actions related to City Code violations; and testify, if necessary, in criminal and/or civil proceedings on behalf of the City concerning City Code violations.
- Communicate with City personnel, various outside agencies and the public to exchange information, coordinate activities and resolve issues or concerns.
- Collaborate with other departments in the enforcement of weed and abandoned vehicle abatement codes and requirements; prepare and distribute notices to property owners as needed.
- May work varying schedules and attend various meetings as directed by the Police Chief (or designee).
- Performs other duties as may be assigned by the Police Chief (or designee).

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS & ABILITIES (KSA'S) THAT ARE DESIRED:

Knowledge and Application of:

Practices, techniques, and procedures of zoning code, municipal and building code enforcement; applicable laws, codes, rules, requirements and regulations related to assigned activities including the City Code and City Ordinances; City organization, operations, policies and objectives; City Code, sign and zoning ordinances and related City requirements; methods and techniques for recordkeeping, report preparation and writing techniques; and legal procedures related to code enforcement; occupational hazards and standard safety practices.

Ability to Perform and Successfully Apply Skill In:

Learn and apply policies, procedures, regulations and work methods associated with a variety of code enforcement duties to assure compliance with City Code, and City standards and policies regulating construction, business licenses, zoning, land use and housing; Communicate and work cooperatively with staff, vendors, contractors, architects, and public and private representatives; Complete legible and accurate records and correction notices; Provide information and assistance to other departments and the public regarding code enforcement, City Code requirements and other assigned functions; Locate and investigate violations of the City Code and related standards and policies; Conduct business license and other inspections to ensure businesses, vendors, organizations and individuals comply with established codes, requirements, standards and policies; Identify and explain violations, recommend corrective actions and issue citations as appropriate; Understand and work within scope of authority; Interpret, apply and explain applicable laws, codes rules, ordinances and regulations; Analyze problems and exercise judgment and initiative in performing duties; Maintain records and prepare reports; Determine appropriate action within clearly defined guidelines; Meet schedules and timelines; Operate a variety of office equipment including a computer and assigned software, copier, fax machine, digital camera, two-way radio; Communicate effectively both orally and in writing; and Establish and maintain cooperative and effective working relationships with others.

Education and Experience:

Must be at least 18 years of age at appointment.

Any combination equivalent to: Graduation from high school or equivalent GED; possess a minimum of one year of code enforcement, health and safety inspection, or law enforcement experience or equivalent education.

License/Certificate:

Valid Class C driver's license and an acceptable driving record must be maintained.

- A Basic Law Enforcement Certificate (Penal Code 832) must be obtained within six (6) months of appointment.
- Code Enforcement Certificate issued by the California Association of Code Enforcement Officer's (CACEO) must be obtained within six (6) months of appointment.
- American Association of Code Enforcement (AACE) Certificate is desirable
- Property Maintenance and Housing Inspector Certification or Zoning Inspector Certification, by the International Code Council is desirable.
- Successful completion of a background/livescan investigation, with requirements determined by the City of Calipatria.

WORKING CONDITIONS:

Position requires sitting or standing for extended periods of time, walking, reaching, twisting, turning, kneeling or crouching to file materials and inspect sites, bending at the waist, squatting, and stooping in the performance of daily activities. Dexterity of hands and fingers to operate a computer keyboard. Hearing and speaking to exchange information in person or on the telephone. The position also requires repetitive hand movement, and fine coordination in preparing reports and operating assigned.

WORKING ENVIRONMENT:

Indoor/Outdoor environment; seasonal heat and cold or adverse weather conditions; evening, weekend or variable hours and driving a vehicle to conduct work.

HAZARDS:

Contact with dissatisfied or hostile individuals; Exposure to dust and fumes; Working on ladders and scaffolding with occasional lifting of objects up to 25 pounds.

DISASTER SERVICE WORKERS:

Under California Government Code Sections 3100 – 3109, public employees are designated as disaster service workers. The term “public employees” includes all persons employed by the state or any county, city, state agency, or public district. Disaster service workers are required to participate in such disaster service activities as may be assigned to them by their employer or by law. The employees working for the City of Calipatria take this responsibility seriously. Disaster plans are continuously being evaluated, drills are scheduled, and employees engage in training where they practice executing emergency support services.

CLASS SPECIFICATION WAIVER:

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.



City of Calipatria



Department: Fire

Position: Firefighter 1 / Fire Prevention

Position Summary.

Under supervision, performs duties in the protection of life and property through fire prevention, fire suppression, and emergency medical assistance. Performs related responsibilities as required.

Key responsibilities.

1. Responds to fire and other emergency alarms, drives equipment if required.
2. Assists in all operations necessary to ensure the confinement and extinguishments of fire or the elimination of other hazardous conditions, including pump operations if needed.
3. Operate all types of fire operation and rescue equipment including portable fire extinguishers, pike poles, hand lines, smoke ejectors, salvage covers, forcible entry tools, aerial ladder equipment and emergency medical equipment.
4. Investigate complaints regarding violations of fire related codes and ordinances.
5. Perform a variety of field and office work in support of the City's local code enforcement program; enforce compliance with City regulations and ordinances including those pertaining to zoning, land use, nuisance housing, building codes, health and safety, blight, graffiti, water waste, and other matters of public concern.
6. Operate rescue vehicles and related equipment; clean and maintain supplies, materials, and equipment aboard rescue vehicles; submit requisitions for additional materials and supplies as necessary.
7. May assume command of personnel and equipment in the absence of a superior.
(If deemed qualified)
8. Attends drills and classes, maintains technical knowledge of fire protection, equipment, and emergency services.
9. Receive and respond to citizen complaints and reports from other agencies and departments on alleged violations of City zoning and related municipal codes and ordinances; interview complainant and witnesses; conduct investigations and provide recommendations for resolution.
10. Completes reports to maintain accurate documentation of department records.
11. Establishes and maintains effective working relationships with other firefighters, chief officers, and the general public.
12. Assists in the presentation of fire safety programs to community groups.
13. Maintain accurate documentation and case files on all investigations, inspections, enforcement actions, and other job-related activities including accurate and detailed

information regarding code enforcement activity to substantiate violations; draw diagrams and illustrations and take photographs.

14. Responds to the City Emergency Operations Center (EOC) and performs duties and responsibilities, as required.
15. Performs related duties and responsibilities as assigned.

Knowledge, Skills, and Abilities.

Knowledge of: Firefighting procedures, techniques and first aid methods. Operation and maintenance of apparatus and equipment. Locations of streets and water hydrants. Pertinent codes, ordinances, laws, and regulations pertaining to zoning, nuisance abatement, property maintenance, building, health and safety, and related areas. Procedures involved in the enforcement of codes and regulations including methods and techniques of conducting and documenting field investigations. City services and organizational structure as they relate to code compliance.

Skill In: Reading and understanding departmental policies, rules, regulations, instructions and fire inspection, prevention, and suppression literature. Modern office procedures, methods, and equipment including computers and supporting word processing and spreadsheet applications.

Additional Knowledge of: The operation of fire suppression and other emergency equipment, apply standard firefighting techniques, perform strenuous or peak physical effort during an emergency, training, or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat or smoke, act effectively in emergency and stressful situations, follow verbal and written instructions, establish, and maintain effective working relationships with others. Research, compile, and collect data. Prepare clear and concise technical reports. Work independently in the absence of supervision.

Licenses and Certifications: Must currently possess a high school diploma or GED certification. A valid class C or B from the State of California with a firefighter endorsement is required. (Firefighter exemption is acceptable). A California State Fire Marshal Firefighter 1 certificate is required. If current Emergency Medical Technician is not held, the individual must be enrolled in the class within 4 months of employment and must obtain certification within 6 months from the start date of class. Successful completion of P.O.S.T. 832 P.C. course. Possession of, or ability to obtain within one year of appointment, certification as a Code Enforcement Officer issued by the CACEO. Must always maintain an "insurable" status with the City of Calipatria insurance carriers during course of employment.

Environment: Indoor and outdoor environments; work alone; travel from site to site; incumbents may be exposed to noise, dust, inclement weather conditions, and potentially hostile environments.

Response Requirement: Must reside within a 4 minute response of the City of Calipatria fire station located at 125 North Park Avenue at the time of employment and shall maintain said response time frames during the course of employment. Failure to do so shall result in disciplinary action or dismissal.

Personnel Policy: All City of Calipatria employees are subject to any and all City of Calipatria personnel policies.

Pre-Employment Physical: Upon the offering of any positions with the Calipatria Fire Department candidates are required to pass a city approved physical which will include a drug screening.

Probationary Period: All new firefighters are subject to a 1-year probationary period.

Health Insurance

The City of Calipatria provides a cap of \$750.00 towards health insurance for employees and dependents. All cost over cap is the employee's responsibility and can be paid through payroll deduction.

CALPERS Membership

Classic Member

CALPERS will make the determination if membership category is different (meaning safety or Misc.), Classic members employee contribution rate would be 7% and retirement would be 2% @ 60 for Misc. or 2% @ 55 for safety based on CALPERS determination.

PEPRA

New Member

CALPERS will make determination on new PEPRA members and the PEPRA rates would apply. Employee contribution would be 9.5%. New hire safety members falling under PEPRA retirement would be 2% @ 57.

Uniform Allowance- \$1,000.00 annually

Sick Leave- 96 hours per year

Vacation- 80 hours per year for years 1-5, eligible after first year probation. 120 hours per year for years 5-15, 160 hours per year after completion of 15 years.

Holidays- 11 ½ paid holidays per year, double time, time and one half paid if worked on holiday.

Employment Rules and Regulations as per adopted City personnel Policy.



CALIPATRIA CITY COUNCIL AGENDA ITEM

Date Submitted: May 23, 2025

Submitted By: Edgar Self, Public Works Director

Council Meeting Date: May 27, 2025

Discussion / Action

Subject: Approval of Dynamic Consulting Engineering, Inc. Proposal

Background:

GAFCON on behalf of the City submitted Request for Proposal/Qualification (RFP/Q) for preparation of tentative and final map of the future three (3) acre Community Park parcel. Three (3) quotes were received. GAFCON scored the bids and made a recommendation for the City to approve the lowest bidder.

The following quotes were received:

The Holt Group	\$156,350
Desert Surveying & Engineering	\$ 92,690
Dynamic Consulting Engineers	\$ 89,820

Recommendation:

Staff recommends the City Council approve the proposal from Dynamic Consulting Engineering and authorize the City Manager to execute the proposal.

Fiscal Impact:

\$89,820 Park Grant



5/20/2025

City of Calipatria Community Park | Grant Engineering

	Holt Group	DSE Single Parcel	Dynamic
Base Bid	\$ 156,350	\$ 88,465	\$ 89,820
Allowance(s)	\$ -	\$ -	\$ -
Leveled Items / Costs To Be Confirmed	\$ -	\$ 4,225	\$ -
Accepted Alternate(s)	\$ -	\$ -	\$ -
Total Bid	\$ 156,350	\$ 92,690	\$ 89,820
Delta to Lowest Bidder	\$ 66,530	\$ 2,870	\$ -
1 Base Bid	\$ 156,350	\$ 88,465	\$ 89,820
1.1 Boundary Survey	\$ 3,500	Included	\$ 8,350
1.2 Utility Research	\$ 3,800	\$ 4,225	\$ 4,650
1.3 UAV Topographic	Included	*Included	\$ 12,640
1.4 Tent. Single Parcel Map	\$ 10,000	\$ 28,980	\$ 5,640
1.5 Final Single Parcel Map	\$ 9,500	\$ 14,025	\$ 7,320
1.6 Record of Survey & Monuments Setting	\$ 10,500	Included	Included
1.7 ALTA Survey	\$ 13,750	\$ 11,420	\$ 14,740
1.8 Reimbursables	Included	Included	\$ 2,000
1.9 Site Grading & Drainage Plan	\$ 105,300	\$ 34,040	\$ 34,480
2 Alternates	\$ -	\$ -	
2.1 None	\$ -	\$ -	
3 OTHER			
3.1 Exclusions	Easement documents and legal descriptions.	Application, construction staking, SWPPP, fees required by other agencies.	SWPPP, construction staking, fees by other agencies.
3.2 Deposit	Not required	Not required	Not required, billed monthly on percentage-complete basis
3.3 Lot Acre Size	4 acres	3 acres (8 ac mapping)	3 acres
3.4 Location	El Centro, CA	Yuma, AZ, travel is included	Imperial, CA
3.5 Schedule	Not specified	Tentative Parcel map ready 6 week from NTP and Final Parcel Map 2 weeks from Tentative Parcel Map approval by City. ALTA & and Site Civil improv. 8 weeks from NTP	Approx. 6 weeks after NTP. Dependent on approvals and parcel's preliminary report
3.6 Notes	N/A	Won't work with BJ's Topo Survey. They need their own.	Crediting \$3,000 from from total since BJ's Topo will be used instead



5/20/2025

Recommendation #002 – Dynamic Consulting Engineers, Inc.
Tentative and Final Map Engineering for Park Grant

City of Calipatria | Community Airport Park

Gafcon is recommending approval of **Dynamic Consulting Engineering, Inc.** The proposal includes proposed scope of services, deliverables, schedule, and fees for engineering for preparation of tentative and final map of a future 3 acre Community Park parcel.

Scope of Work

Please reference the following attached documents:

- Exhibit 1 – Calipatria – Grant Engineering Bid Comparison dated May 20th, 2025.
- Exhibit 2 – Dynamic Consulting Engineers, Inc. proposal dated April 22nd, 2025.
- Exhibit 3 – Desert Surveying and Engineering proposal dated May 16th, 2025.
- Exhibit 4 – The Holt Group, Inc. proposal dated May 13th, 2025.

Procurement

Dynamic Consulting Engineers, Inc. is being recommended for items 1-9 based upon 1) the competitive bidding process, subsequent bid review meetings, scope definition and a demonstrated understanding of the project. 2) their ability to complete the services within the constraints of the project schedule and budget. 3) their local presence, offering a logistical and cost-efficiency advantage over DSE, which is based in Yuma, AZ. 4) their inclusion of utility research services within their scope, reducing the need for the City to contract separately for this task, as would be required under DSE's proposal. And 5) their willingness to incorporate the existing topographic survey, resulting in additional cost savings and efficiency for the project.

The attached proposal sufficiently supports Gafcon's recommendation that *Dynamic Consulting Engineers, Inc.* and their preferred team of subconsultants will provide the best value for the Project. Below is a bid-levelled summary other participants in the RFP process.

ITEM	BID SUMMARY	HOLT GROUP	DSE	DYNAMIC
1	Boundary Survey	\$3,500	Included	\$8,350
2	Utility Research	\$3,800	*\$4,225	\$4,650
3	UAV Topographic	Included	**Included	\$12,640
4	Tentative Single Parcel Map	\$10,000	\$28,980	\$5,640
5	Final Single Parcel Map	\$9,500	\$14,025	\$7,320
6	Record of Survey & Monuments Setting	\$10,500	Included	Included
7	ALTA Survey	\$13,750	\$11,420	\$14,740
8	Reimbursables	Included	Included	\$2,000
9	Site Grading & Drainage Plan	\$105,300	\$34,040	\$34,480
Total		\$156,350	\$92,690	\$89,820

*Estimation, DSE doesn't perform utility research and City will need to contract directly with another firm.

**DSE won't accept BJ Engineering's Topo, will self-perform.

Source of Funding

☒ Present Budget ☐ CM GMP ☐ Contingency ☐ Additional Equity

Estimate Category (Per Anticipated Cost Report Categories)

☐ Construction Costs ☒ Design & PM Costs ☐ Owner Specialty Consultants ☐ Previously Expended
☐ Administrative Costs ☐ FF&E Costs ☐ A/V Costs ☐ IT Costs

Funding Analysis and Recommendation (if appropriate)

The total cost is 3.9% of the Preconstruction cost based on a grant scope estimate of \$1,400,000. The total cost of the vendor's proposal has been reviewed and vetted and has been found to be reasonable based on scope of the proposed project.

Certificate of Insurance

The vendor has acknowledged all insurance requirements, and proof of insurance will be requested upon execution of the formal agreement with the vendor.

Please sign below signifying your approval of **Dynamic Consulting Engineers, Inc. dated 04/22/2025**, and approval for Gafcon to provide a Notice to Proceed (NTP) to *Dynamic* while contract negotiations are finalized.

Approved:

City of Calipatria
City Manager

Date



Engineering ■ Planning ■ Surveying

Robert K. Holt, PE
James G. "Jack" Holt, PE
Timothy M. Holt, AIA
Lindsay A. Holt, AICP, MPA
Fumi Hamanaka Galvan, PE, LS
George Galvan, AICP

Fred Goldman, PhD, PE
Sripavani Gudipati, PE
Jesus "Jury" Marmolejo, PE
Sameer Patel, PE
Rolando Sanchez, PE
Angela Dorf, LS

May 13, 2025

Ms. Laura Gutierrez, City Manager
City of Calipatria
125 North Park Avenue
Calipatria, CA 92233

**RE: THG Proposal No. 2025-018
Proposal/Contract for an ALTA Survey and On-Site Civil Improvement Design for
Approximately 4 Acres of Property Located at the Cliff Hatfield Memorial Airport in
Calipatria, California – APN: 023-070-007**

Dear Ms. Gutierrez:

The Holt Group, Inc. (hereinafter referred to as "Consultant") is pleased to present this proposal for Surveying and Engineering Services associated with an ALTA Survey for an approximately 4-acre portion of APN: 023-070-007 located in the City of Calipatria, California (hereinafter referred to as "Project").

I. PROJECT SITE

The Project site consists of an approximately 4-acre portion of land located at the Cliff Hatfield Memorial Airport located at 425 N. International Boulevard, Calipatria, California 92233 (APN: 023-070-007). Please refer to the attached Project site exhibit.

II. SCOPE OF WORK

A. Establishment of Project Boundary

\$3,500.00

1. Obtain all relevant record maps and documentation for the Project site from the County of Imperial, Title Company, and any other applicable agencies for APN: 023-070-007 in its entirety.
2. Locate all existing and available monuments of record in the field. The fee for this task is predicated on there being sufficient existing monumentation in place to facilitate the boundary establishment of the subject Project site. In the event that such monumentation is not in place, the field survey may need to be expanded beyond normal limits. As this may require additional fees, the Consultant will notify the Client immediately and request a contract amendment for the necessary additional budget to complete the Project. Said contract amendment will be prepared by the Consultant and processed by the Client prior to incurring budgetary overruns.

1601 N. Imperial Avenue ■ El Centro, CA 92243 ■ 760-337-3883 ■ Fax 760-337-5997

201 E. Hobsonway ■ Blythe, CA 92225 ■ 760-922-4658 ■ Fax 760-922-4660

36951 Cook Street, Ste 103 ■ Palm Desert, CA 92211 ■ 760-328-5280 ■ Fax 760-328-5281

3. The Consultant will prepare a digital site boundary file (in AutoCAD format) of both APN: 023-070-007 and the proposed 4-acre Project site for use as a base map for the Project. No boundary or parcel corners will be set during this phase of the work. Monuments for the 4-acre Project site will be set during construction of the proposed improvements within the Project area.

B. Utility Research

\$3,800.00

1. The Consultant will meet with and/or contact all relevant governmental agencies and utility companies (City of Calipatria, County of Imperial, IID, etc.). Said research includes requesting available plats, maps, or other records which identify existing on-site or adjacent off-site wet and dry utilities.
2. The Consultant will then perform a cursory site visit, review the agency provided records and prepare a digital utility base file (in AutoCAD format) based on the topographic survey and boundary for use with the Project drawings. Potholing of utilities, underground utility surveying and private utility location markings are not included in this task and would require an amendment to this contract.

C. ALTA Survey

\$13,750.00

1. Examine an up to date (within the last six months) Preliminary Title Report for the property involved in the ALTA Survey and complete the necessary additional utility and map research to prepare the ALTA. *Please note: the Preliminary Title Report is to be provided by the Client and must be hyperlinked to include all exception documents.*
2. Prepare the ALTA Survey in compliance with the 2021 American Land Title Association (ALTA) Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, including items as "checked" in "Table A: Optional Survey Responsibilities and Specifications" on the following pages.
3. The deliverables for the Project shall include the following: one electronic copy of the ALTA Survey and two hard copies.

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any selected item, may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client must be identified as 20(a), 20(b) etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a Table A item, must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

1. ☒ *Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing*

monuments or witnesses in close proximity to the corner. **PLEASE NOTE: IN ORDER TO PLACE MONUMENTS AT THE PROPERTY CORNERS, A RECORD OF SURVEY WILL NEED TO BE PREPARED AND FILED AT THE COUNTY OF IMPERIAL.**

2. ☒ Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
3. ☒ Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
4. ☒ Gross land area (and other areas if specified by the client).
5. ☒ Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, and originating benchmark, when appropriate.
6. ☒ (a) If a current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.
☐ (b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict those requirements on the plat or map and identify the date and source of the report or letter.
7. ☒ (a) Exterior dimensions of all buildings at ground level.
(b) Square footage of:
☒ (1) exterior footprint of all buildings at ground level.
☐ (2) other areas as specified by the client.
☒ (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
8. ☒ Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
9. ☒ Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures, if applicable. Striping of clearly identifiable parking spaces on surface parking areas and lots.
10. ☒ (a) As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties (client to obtain necessary permissions).

11. ☒ *Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:*
- ☒ *(a) plans and/or reports provided by client (with reference as to the sources of information)*
- ☒ *(b) markings coordinated by the surveyor pursuant to a private utility locate request.*

Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.

12. ☒ *As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's designated representative.*
13. ☒ *Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."*
14. ☒ *As specified by the client, distance to the nearest intersecting street.*
15. ☒ *Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.*
16. ☒ *Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.*
17. ☒ *Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.*
18. ☒ *Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.*
19. ☐ *Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$_____ to be in effect throughout the contract term. Certificate of Insurance to be*

furnished upon request, but this item shall not be addressed on the face of the plat or map.

20. ☐

*Adopted by the American Land Title Association on October 1, 2020. More at: www.alta.org.
Adopted by the National Society of Professional Surveyors on October 30, 2020. www.nsps.us.com/.*

D. Record of Survey and Setting of Monuments

\$10,500.00

The County of Imperial and the 2022 State of California Professional Land Surveyor's Act typically requires a Record of Survey (ROS) be prepared for all ALTA Surveys when new property line information has been recorded in the ALTA Survey or when new monuments are set at the property corners. As such, a Record of Survey will need to be filed with the County of Imperial.

1. The Record-of-Survey shall be prepared under the direction of a Professional Land Surveyor licensed in the State of California in compliance with Section 8762 of the Professional Land Surveyor's Act.
2. Horizontal and/or vertical control data, when used, shall be noted in detail. Where vertical data is referenced, the Surveyor shall also include information about the controlling benchmark(s) and its (their) elevation(s).
3. Curve data shall be stated, at a minimum, in terms of radius, central angle, and length of curve, and as otherwise specified by local ordinance. In all cases, the curve data must be shown for line(s) affected.
4. All non-tangent curve data shown must have sufficient additional information to allow them to be verified through mathematical analysis.
5. When any coordinates are shown on the drawing, such as those relating to the California State Plane Grid Coordinates, Universal Transverse Mercator, or to any modified, or local coordinate system, then the following information shall be included:
 - a) The data on which the coordinates are based.
 - b) The zone(s) if applicable.
 - c) Modifications.
 - d) The coordinate basis bearings.
 - e) The adjustment factors.
 - f) The source data of the coordinates.
6. The Land Surveyor shall ensure that the appropriate survey drawing(s) is (are) recorded whenever any of the following conditions are encountered:

- a) Any land boundary survey monument found, and incorporated into the new survey, where that monument is not referred to in or by any previously recorded public record instrument.
 - b) Any existing land boundary monument, or found monument, referenced in a previously recorded public document, when the public document fails to adequately identify said monuments.
 - c) Any land boundary monuments are set in conjunction with the new survey.
 - d) Any new land division as defined under state statutes.
 - e) Any difference as measured between the land boundary or property corner monuments, where the new measured distance, as compared to a previously determined ("record") distance, where such difference exceeds +/- 0.25 feet, plus 100 parts per million (PPM), of the overall distance between the points.
7. All reference documentation (maps, deeds, etc.), whether provided to, or obtained by, the Surveyor from which survey information and/or locations were based (wholly or in part), shall be noted so that such documentation can be found either in the public record or in hard copy.
 8. Two (2) hard copy sets and an electronic version of the Record of Survey shall be forwarded to the Client.
 9. The Record of Survey shall be submitted to the County of Imperial for review and processing. The Consultant will coordinate the final approval and recordation of the Record of Survey with the County. ***However, Client will be responsible for all County review fees TBD.***
 10. Set monuments in the field for the 4-acre Project site. ***Note: This Proposal does not include the required Parcel Map or Parcel Map Waiver necessary to legally split the property into two separate parcels.***

E. Sanitary Sewer Pipeline along the North Side of Main Street

\$19,950.00

- a. Design services shall be for the installation of 12-inch Sanitary Sewer Pipeline along the North Side of Main Street from International Boulevard Westerly for a distance of 900 lineal feet to support the City of Calipatria Community Center Project. It is assumed that the new sanitary sewer pipeline will be in a native earth area. It may be necessary to install the sanitary sewer pipeline north of the north Main Street right of way line on what is now City of Calipatria property to maintain the new sanitary sewer pipeline in a native earth area.
- b. Complete aerial survey to obtain vertical and horizontal information for the preparation of the plan and profile sheets.
- c. Prepare Improvement Plans consisting of Title Sheet, Pipeline Plan and Profile Sheets at 20 scale, detail sheets, and technical specifications.
- d. Prepare and Engineer's Opinion of Probable Cost.

F. Preparation of On-Site Improvement Plans

\$105,300.00

- a. A hydrology/drainage analysis shall be completed. The analysis will include determining the stormwater generated from the project site and an acceptable method of containing or directing the stormwater.
- b. Onsite parking lot improvement including handicap, regular and compact parking spaces; landscaping areas (actual landscaping plans are not included); lighting; aisles between parking spaces; pcc driveway entrances; pcc barrier curb; bumper stops; pcc ribbon gutter; fences; gates; stormwater retention or stormwater infiltration areas; overall grading slopes and similar information. The onsite parking lot includes driveway improvements along Main Street and a drive aisle from the driveway entrance to the parking lot.
- c. The total on-site improvement area will be greater than 1 acre and therefore a Stormwater Pollution Prevention Plan (SWPPP) will be required for this project. The preparation of a SWPPP for this project is included in the Scope of Work.
- d. Prepare domestic water, fire water, and sanitary sewer utility plans within the parking lot area to the building point-of-connection (five feet from the exterior edge of the building).

G. Preparation of the Tentative Parcel Map

\$10,000.00

Perform field investigation and office work necessary to prepare a Tentative Parcel Map to consist of the following items (as applicable):

1. Name, address, and telephone number of applicant.
2. Name, address, and telephone number of landowner.
3. Name, address, and telephone number of exhibit preparer.
4. Assessor's Parcel Number(s) and, if applicable, address of the property.
5. Scale (number of feet per inch) use Engineer's Scale for all maps and exhibits. Architect's scale is only acceptable for the floor plans, elevations, and landscaping plans.
6. North arrow.
7. Date tentative map or exhibit prepared.
8. Map Number.
9. Title of Map (i.e. Map No., "Parcel Map", etc.).
10. Map book and page numbers of adjoining recorded land divisions. Complete legal description of property.
11. Overall dimensions and approximate total net and gross acreage of property.
12. Vicinity map, showing two access roads and site relationship to major highways and cities (Proposed and existing paved roads will be indicated by heavy dark lines or noted as paved).
13. Exhibit Amendment Block.
14. Land division boundary line.
15. Proposed lot lines and dimensions of each parcel.
16. Net lot size, for each lot.
17. Gross lot size, for each lot 2 acre and larger in size.
18. Location of adjoining property and lot lines.
19. Existing and proposed zoning and land use of property.
20. Existing use and zoning of property immediately surrounding subject property.

21. If project is within a Specific Plan, indicate the Specific Plan Planning Area number and the land use designation of subject property and all surrounding property.
22. Names of utility purveyors and school district(s), including providers of water, sewer, gas, electricity, telephone, and cable television.
23. Location, widths, and improvements of existing and proposed public utility easements, transmission lines, power and telephone poles, and underground utilities on or abutting the property.
24. Names, locations, right-of-way widths, and improvements of adjacent existing and proposed streets and the approximate grades of proposed and existing streets and approximate street centerline radii of curbs. If private streets are proposed, they shall be so noted on the tentative map.
25. Proposed names of streets without current names.
26. List and accurately show all easements of record (by map or instrument number).
27. Streets, alleys, and rights-of-way providing legal access to the property.
28. Indicate whether or not property is within a County Service Area or Community Facilities District, identify the district or area.
29. Label and describe any land or rights-of-way to be dedicated to public or other uses.
30. Any known existing wells on the property or within 200 feet of the property boundary.
31. Spot elevations.
32. FEMA mapped floodplains and floodways including zone designations.
33. Location, dimensions, setbacks, and nature of any proposed and all existing fences, gates, walls, free-standing signs, driveways, turnouts and/or turnarounds, curbs, drainage structures, and above and below ground structures, including specific subsurface disposal systems.
34. Location and dimensions of existing and proposed ingress and egress, and methods of vehicular circulation.
35. Location and dimensions of existing dwellings, buildings or other structures, labeled as existing and indicating whether they are to remain or be removed.
36. Location, dimensions, and height of proposed dwellings, buildings or other structures, labeled as proposed.
37. Setback dimensions of existing structures and paved areas.
38. Setback dimensions of proposed structures and paved areas.

H. Final Parcel Map and Closure Calculations

\$9,500.00

1. The Final Parcel Map will be prepared in accordance with the requirements of the California Subdivision Map Act, City of Calipatria Standard Specifications, City of Calipatria Conditions of Approval, The County of Imperial Recorder's Office and the designated Title Company.
2. Six (6) full size copies of the Final Parcel Map will be submitted to the City of Calipatria for review and processing, along with the following items:
 - a. One completed and signed Application form.
 - b. One recent copy of the Preliminary Title Report (within 6 months).
 - c. One copy of the Deed.
 - d. City of Blythe required property owner's notification information package – including three sets of gummed labels indicating all the property owners' names within a 300 foot radius.

- e. One reduced copy of the Final Parcel Map.
 - f. CD containing the Final Parcel Map in PDF format.
3. Any necessary corrections will be made to the Map per the City's review.
 4. The final closure calculations for each parcel shall be prepared and submitted to the City for review and processing.
 5. The Consultant will represent the Client at the City of Calipatria City Council Hearing to approve the Final Map.
 6. The Consultant will work with the Title Company and the City of Calipatria to plot the Final Parcel Map mylars, obtain signatures on the mylars, and record the mylars at the County of Imperial Recorder's Office.
 7. Set survey monuments as required for the subdivided properties.

III. COMPENSATION AND REIMBURSEMENT

The Consultant will complete all items identified in the Scope of Work for a lump sum amount of one-hundred seventy-six thousand, three-hundred dollars (\$176,300.00). Out-of-pocket costs for printing of plans and documents; retrieval of maps, plans, specifications, etc. from regulatory agencies; and telephone, travel and postage charges shall be included in the fee. Payment is expected within thirty (30) days of receipt of the invoice.

IV. ASSUMPTIONS, EXCLUSIONS AND EXCEPTIONS

The following assumptions, exclusions and exceptions apply to this agreement. If the assumptions, exclusions and exceptions are determined to be incorrect, an adjustment in the Agreement will be required.

1. The Consultant reserves the right to amend the Scope of Services and fee herein based upon Client comments, agency review and title company review prior to Client approval.
2. Preparation of easement documents and legal descriptions are excluded from the Scope of Work.
3. The Client shall provide the Consultant with an electronic version of a hyperlinked Preliminary Title Report. Information on the Title Report shall be reviewed and deemed correct by the Consultant. Any necessary revisions to the Title Report or to the plans caused by errors in the Title Report are the responsibility of the Client and shall be remedied at the Client's expense.
4. The ALTA Survey shall be prepared by The Holt Group and submitted to the Client and Title Company for review. First plan check revisions to the ALTA Survey shall be completed by The

Holt Group, Inc. Changes to the ALTA Survey after the first plan check revisions are completed shall be completed on an hourly rate basis according to The Holt Group Hourly Rate Schedule.

5. Client shall provide a geotechnical report including recommendations for pavement improvements, trench backfill, and similar items.
6. Landscape plans and specifications are excluded from the Scope of Work.
7. Permit acquisition and design for electrical, gas, telecommunications, fiberoptic, alarms, and other similar dry utilities are excluded from the Scope of Work. Gas lines, underground electrical power lines, fiber optic lines, and other dry utilities will be illustrated on the parking lot by The Holt Group. Client shall forward dry utility plans to The Holt Group prior to the preparation of On-Site Improvement Plans.
8. The design of the electric vehicle charging stations shall be prepared by others. The Holt Group shall illustrate the charging station location on the parking lot plans based on electrical design plans. The Holt Group will prepare the electrical vehicle parking spaces in accordance with the California Green Building Code requirements.
9. Any services approved by the Client and in addition to those specified in the Scope of Work shall be billed per The Holt Group Hourly Rate Schedule.
10. This proposal is valid for a period of 30 calendar days from the date this proposal was signed by the Consultant.

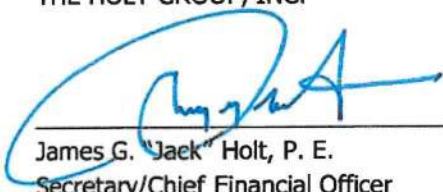
V. ADDITIONAL WORK ITEMS

Additional work items and attendance at additional meetings with the Client that are not included in the Scope of Work shall be billed on an hourly basis according to the attached Fee Schedule for the personnel involved.

VI. EXPIRATION DATE

This proposal is valid for a period of thirty (30) days from the date of the cover letter. If authorized after thirty (30) days, The Holt Group, Inc. reserves the right to reconsider fees presented herein.

THE HOLT GROUP, INC.



James G. "Jack" Holt, P. E.
Secretary/Chief Financial Officer



Date

Attachments: The Holt Group Hourly Rate Schedule

HOURLY RATE SCHEDULE

Effective January 1, 2025

ENGINEERING	
Principal Engineer P.E./L.S.	\$225.00/Hour
Project Engineer P.E./L.S.	\$180.00/Hour
Project Manager	\$165.00/Hour
Associate Project Engineer	\$123.00/Hour
Civil Designer III	\$115.00/Hour
Civil Designer II	\$94.00/Hour
Civil Designer I	\$82.00/Hour
Senior Plan Checker	\$121.00/Hour
Plan Checker	\$99.00/Hour
Resident Engineer	\$121.00/Hour
Assistant Resident Engineer	\$101.00/Hour
Designer III	\$88.00/Hour
Designer II	\$77.00/Hour
Designer I	\$72.00/Hour
PLANNING	
Senior Planner (AICP)/Senior Project Manager	\$175.00/Hour
Associate Planner/Assistant Project Manager	\$135.00/Hour
Assistant Planner	\$92.00/Hour
Planning Technician	\$72.00/Hour
Building Construction Specialist	\$103.00/Hour
CDBG Construction Manager/Labor Standards Compliance Monitor	\$82.00/Hour
Labor Standards Compliance Monitor	\$103.00/Hour
Assistant Labor Standards Compliance Monitor	\$79.00/Hour
CDBG Program Administrator	\$119.00/Hour
CDBG Financial Analyst	\$88.00/Hour
CDBG Program Manager	\$77.00/Hour
Planning Designer	\$88.00/Hour
SURVEYING STAFF	
Survey Project Manager	\$175.00/Hour
3 Man Survey Crew with GPS	\$330.00/Hour
2 Man Survey Crew with GPS	\$300.00/Hour
1 Man Survey Crew with GPS	\$185.00/Hour
3 Man Survey Crew without GPS	\$245.00/Hour
2 Man Survey Crew without GPS	\$216.00/Hour
1 Man Survey Crew without GPS	\$108.00/Hour
Survey Travel Time	Crew Rate x 50%
NOTES:	
1. The minimum time charged for survey project is 1/2 day (4 hours at the crew rates plus travel time).	
2. Crew charges include standard surveying equipment. Rental of any special equipment will be charged at cost plus 15%.	
ADMINISTRATIVE SUPPORT SERVICES	
Record Map/Document Researcher	\$66.00/Hour
Word Processor	\$64.00/Hour
Office Technician/Courier	\$57.00/Hour
REIMBURSABLE EXPENSES	
Photocopies (each)	\$0.25
Blueprints & Xerox 2510 (per square foot in color)	\$1.70
Blueprints & Xerox 2510 (per square foot in black & white)	\$0.85
Computer Plotter	\$19.00/Hour
Postage & Long Distance Phone Calls	Cost + 15%
Vehicle Mileage	\$0.59
Reproduction, Special Photography, Printing, etc. performed by Subcontractor,	Cost + 15%
Aerial Photogrammetry, Delivery Service, Hotel/Motel Per Diem Expenses	



Desert
Surveying &
Engineering

Arizona, California and New Mexico
Land Surveyors and Civil Engineers

670 East 32nd Street - Suite #2 - Yuma, Az 85364

May 16, 2025

Edgar Self
Public Works Director
125 N. Park Street
Calipatria, CA 92233

Re: Proposal for Tentative and Final Parcel Map to create 1 new parcel for 3 Acre Park Site and 1 remainder parcel of 165 Acres as well as an ALTA Survey and Site Civil Improvement Plans for same.
(Portion of APN 023-070-007)

Eddie:

DSE is pleased to submit the following proposal for professional services concerning the above project site.

TASKS REQUIRED:

Services offered via this proposal would include the supply of land surveying services required in connection with land surveying services required to produce a Tentative Parcel Map and Final Parcel Map to create a new parcel for the proposed park. This process includes the setting of boundary monuments for the new park lot. Specific tasks to be performed under this proposal are as follows:

Task "A" – Tentative Parcel Map Preparation and Processing:

- a) Research City and County data for project entitlement requirements.
- b) Perform boundary survey to locate existing monuments as required to establish lot lines.
- c) Conduct UAV based topographic Survey over 3 acre Park Site and adjacent 5 acres for existing hanger as required for Tentative Parcel Map.
- d) Prepare City required Tentative Parcel Map based on client attached Conceptual Plan.
- e) Prepare Parcel Map application and assemble required support materials.
- f) Submit Tentative Parcel Map & support materials to City Public Works for processing by City staff.
- g) Attend required meeting at City to approve and process Tentative Map.

DSE's fee for Task "A" is \$ 28,980.00

Task "B" – Final Parcel Map Preparation and Processing:

- a) Upon approval of Tentative PM by City, prepare draft Final Parcel Map and submit to City Public Works Department for technical review by City Surveyor.
- b) Make additions/revisions to draft Final Parcel Map per City Surveyor's technical review.
- c) Prepare Owner's Certificates for signature by City.
- d) Request Tax Certificates from County Clerk/Recorder as required to file Parcel Map.
- e) Submit to City Public Works a City Surveyor approved Final Parcel Map along with Owner's Certificate and Tax Certificates to be filed by the City with the County Clerk/for recordation.
- f) Conduct survey to set boundary monuments for the new park lot created by the map.

DSE's fee for Task "B" is \$ 14,025.00

E-mail: DSE@desertsurveying.com
Yuma Phone: 928-318-2043

Proposal - City of Calipatria
Portion APN 023-070-007
Airport Park
Calipatria, CA
5/16/2025

Task "C" - Provide ALTA Survey:

- a) Research survey records at County Surveyor's office as required to conduct field survey.
- b) Prepare ALTA/NSPS Land Title Survey for the 3 acre Park Site to include Surveyor's Standard Certification and Table "A" Items 1-5, 6(a), 8, 11(a), 13-17 and 19 (1 million dollars) of 2021 Minimum Standard Detail Requirements.
- c) Delivery of 1 ALTA Survey plat to client.

Note: The location of utilities to be those observed or marked on plans supplied to the surveyor by the client. No location of underground lines by a private utility location service is included in this proposal. Note that 811 utility location services typically only locate and mark underground utilities in at construction phase. If underground utilities are to be located then a separate proposal for provide the services of an underground utility locator firm would be issued

DSE's fee for Task "C" is \$ 11,420.00

Task "D" - Provide Site Civil Improvement Plans:

- a) Research survey records at City Public Works as required to produce site civil plans.
- b) Preparation of Improvement Plans set to include: Title Sheet, Grading Plan, Utility Site Plan, Horizontal Control Plan, Erosion Control Plan, Specifications Sheet and Detail Sheet(s).
- c) Make submittal of Improvement Plans to City Public Works Department for review.
- d) Make additions/revisions to draft to Improvement Plans per City review and comments.
- e) Re-submit revised Improvement Plans to City for review and approval by City.
- f) Prepare a final set of Improvement Plans for signature and bid by City.
- g) Respond to questions from contractor's, if any, regarding bid set.
- h) Attend Pre-Construction meeting as required by City.

DSE's fee for Task "D" is \$ 34,040.00

DSE's fee for Task "A", "B", "C" and "D" is \$ 88,465.00

Note: This proposal includes prevailing wage rates for survey crews.

EXCLUSIONS:

1. This specific proposal is only for the services listed above and is based on the attached drawings.
2. This proposal does not include a SWPPP. If required a separate proposal will be issued for same.
3. This proposal does not include the preparation of Off-Site improvement plans. If required a separate proposal will be issued for same.
4. This proposal does not include construction staking. If required a separate proposal will be issued for same.
5. Any fees required by other agencies including application fees, processing fees, review fees, filing fees and/or recording fees are excluded from this quotation and to be paid directly by the owner/client. Additionally, all fees for title documents or other required support documents are excluded from this proposal and are to be paid directly by the owner/client.

Proposal - City of Calipatria
Portion APN 023-070-007
Airport Park
Calipatria, CA
5/16/2025

OWNER/CLIENT SUPPLIED ITEMS:

1. All pertinent available title documents, including the required current Preliminary Title Report and Subdivision Guarantee for the site are to be supplied by the client/owner at notice to proceed.

ESTIMATED COMPLETION:

1. DSE would prepare and deliver the Tentative Parcel Map and required application to the client for review and signature within 6 weeks of the notice to proceed, provided the Preliminary Title Report is provided at the Notice to Proceed.

2. DSE would prepare and deliver the draft Final Parcel Map and required support materials to the City for technical review within 2 weeks from date of approval of the Tentative Parcel Map by the City.

3. DSE would prepare and deliver the ALTA Survey to the client within 8 weeks of the notice to proceed, provided the Preliminary Title Report is provided at the Notice to Proceed.

4. DSE would prepare and deliver the draft Site Civil Improvement Plans to the City for technical review within 8 weeks of the Notice to Proceed.

PAYMENT SCHEDULE:

Fees listed in the invoices are due upon receipt. A finance charge is applied for all charges due over 30-days.

CONCLUSION:

If this proposal is acceptable please sign, date below and return to and we will schedule the work upon receipt of same. Thank you for considering our firm for these services.

Best regards,



**Desert Surveying and Engineering
Gordon O. Olson, PE, PLS**

Accepted by: _____ Date: _____
Edgar Self
Public Works Director

En: Mapping Limits for Topographic Survey for 3 Ac Airport parcel
Assessor's Plat with Proposed 3 Ac Airport parcel
Calipatria Community Park Conceptual 04-25-25





April 22, 2025

Gafcon

Imperial Valley
116 South Imperial Ave, Suite B
Imperial, CA. 92251

Attn: Said B. Ramirez

RE: PROPOSAL FOR SURVEYING SERVICES FOR A DEVELOPMENT AND CONSTRUCTION OF NEW COMMUNITY PARK IN THE CITY OF CALIPATRIA, COUNTY OF IMPERIAL, STATE OF CALIFORNIA.

Dynamic Consulting Engineers, Inc. (DCE) has prepared this fee estimate to complete the surveying services as requested for the Development and Construction of a New Community Park in the City of Calipatria, Imperial County. DCE will complete the surveying services on a lump sum fee for the following services:

SCOPE OF WORK:

1.	Boundary Survey – DCE will research with the City of Calipatria, Imperial County Assessors, Imperial County Public Works Department and recorder office. DCE will review the preliminary title report and legal description to establish the boundary survey. DCE will conduct a field survey to search for and document existing survey monuments and verify lot dimensions, right of ways, and easements.	\$8,350.00
2.	Utility Research – DCE will coordinate with local public agencies and private utility companies that have facilities on, above, or below and along the right of way in front of the new parcel.	\$4,650.00
3.	UAV Topographical Survey – <ul style="list-style-type: none"> • DCE will conduct an aerial survey (UAV) mapping. • Provide an Orthophotography for the entire site of the Calipatria airport site before subdivision. • DCE will prepare a topographical survey base map on a 1.0-foot contours (Surface) and 40-foot scale, if desired. • DCE will provide a detailed topographical survey for the 3-acre parcel and along the right of way for the City of Calipatria. • This topographical survey can be used in the future by the design engineer to perform engineering plans. 	\$15,640.00

4.	Tentative Single Parcel Map – <ul style="list-style-type: none"> • DCE will coordinate with City Planning Department and Project Engineer general requirements to prepare the tentative parcel map of the proposed project. • Prepare the tentative parcel map according to Planning Department requirements. • Coordinate with the Planning Department and Project Engineer the preparation and progress of the tentative parcel map. • Coordinate the submission with the Planning Department. 	\$5,640.00
5.	Final Single Parcel Map – <ul style="list-style-type: none"> • Coordinate with the Client the final map layout. • Prepare Final Parcel Map per the conditions of approval. • Prepare a Parcel Map application for submittal to the City of Calipatria. • Prepare Traverse closure report for the two newly created parcels and any additional information requested by the Planning Department. • Coordinate with the Engineering department and Planning Department the approval of the Parcel Map. • Within 30 days after the Parcel Map approval, DCE will set all required survey monuments of the new properties created by the Parcel Map per the Subdivision Map Act requirements. 	\$7,320.00
6.	Record of Survey & Monument Setting – A record of survey is not need for this site since a Parcel Map is being prepared. The monument settings will be based on the Final Parcel Map per item no. 5 above.	\$0
7.	ALTA Survey – DCE will prepare an ALTA/NSPS Land Title Survey and will include the optional items checked in Table A as follows: 1, 2, 3, 4, 5, 6, 7s, 7b1, 7c, 8, 9, 10, 11a, 11b, 12, 13, 14, 15, 16, 17, and 18. DCE will include encumbrances reflected in the title report or by field inspection of the site, all surrounding recorded maps will reference on the map, and location of any topographic features such a natural or artificial water course.	\$14,740.00
8.	Reimbursables – DCE will attend meetings with Project Engineer and City of Calipatria staff. DCE will print copies of tentative parcel map and final parcel map.	\$2,000.00

9.	Site Precise Grading and Drainage Plan	
	• Work closely with design architect to finalize the final site plan layout to include community center, playground, splashpad, detention basin and other items for the design of the park.	\$2,600.00
	• DCE will prepare grading, drainage, and site civil improvement plans. DCE will make revisions to plans as necessary per plan check comments to assist client obtain grading permit.	\$19,350.00
	• DCE will prepare water and sewer improvement plans per City of Calipatria design criteria.	\$4,600.00
	• DCE will prepare offsite improvement plans and accommodate handicap accessible pathways.	\$5,680.00
	• DCE will prepare a Hydrology calculation and design retention basin, if necessary. If discharging via sheet flow unto the street, then this item will not be needed.	\$2,250.00

TOTAL FEE ESTIMATE (Lump Sum): **\$92,820.00**

COST PROPOSAL

This project is proposed to be completed on a lump sum contract basis. The total amount to prepare the Items No. 1 to 9 is **\$92,820.00**. This amount will be invoiced monthly on a percentage-complete basis or upon completion of the work. This amount includes any adjustments that will need to be made to the map, printing cost and any other expense that may be incurred to complete the Map.

The proposed fee amount in this cost proposal does not include any application or review fees required by any approval agencies. The owner of the project will be responsible for providing a Preliminary Title Report of the parcel mentioned above and copies of all exceptions. The owner or Project Manager of the project shall provide any necessary information that can't be field verified and must be shown on the plans.

Please review and execute the "Notice to Proceed" below if you agree with the scope and budget set forth herein. Upon receipt of an executed copy, we will contact you to schedule delivery of this project and sign a contract agreement. Hopefully we have interpreted your needs accurately.

In closing, allow me to thank you for your consideration and for the opportunity to serve you.

Sincerely,

Dynamic Consulting Engineers, Inc.



David Beltran, PLS

Survey Manager

Dynamic Consulting Engineers, Inc.

By signature, I authorize the "Notice to Proceed" for work to be completed as described under the agreed Scope of Work for the Items No.1 through 8.

Client: **Gafcon**
Imperial Valley
116 South Imperial Ave, Suite B
Imperial, CA. 92251

Authorized Signature: _____

Print Name: _____

Proposal for the Surveying Services, in the City of Calipatria, California.

Title: _____ Date: _____



CALIPATRIA CITY COUNCIL AGENDA ITEM

Date Submitted: May 23, 2025

Submitted By: Laura Gutierrez, City Manager/CFO

Council Meeting Date: May 27, 2025

Discussion / Action

Subject: Approve / Disapprove of Payment Plan for Accounts with Sewer Disconnect

Background:

The City on October 24, 2023, approved Resolution 2023-53 allowing for the Discontinuance of Services to delinquent sewer accounts. *Item 3. Discontinuance of Services: Services are cumulative of all charges (i.e. sewer, sewer/trash, sewer expansion, etc.). Sewer connection may be disconnected when account becomes excessively delinquent at owner's expense. Cost may be in excess of \$5,000. Before services can be restored, total cost of disconnect plus services billed must be paid.*

In January 2024, the City began and continues to deliver yellow door hangers for accounts that are \$100+ past due.

When the City first started with door hangers, there were over 500 delinquent accounts with a past due balance of \$100+ and as of the May 2025 billing there were eight (8) to disconnect, fifteen (15) on payment plans, and 68 notices that were delivered. ***As of today, there are still three (3) accounts that are scheduled to be disconnected.***

On March 11, 2025, the City Council approved a contract with VGL Construction, Inc. for the installation of sewer shut-off devices at \$2,900.00 per sewer disconnection.

At the last City Council meeting on May 13, 2025, it was requested that a payment plan option be made available for the accounts that are disconnected due to Resolution 2023-53 requirement of "Before services can be restored, total cost of disconnect plus services billed must be paid."

Recommendation:

Staff recommends City Council take action to either approval or disapprove payment plan for Sewer Disconnected Accounts.

Fiscal Impact:

\$2,900+current & delinquent balance of each account (pass through cost to account holder).



CALIPATRIA CITY COUNCIL AGENDA ITEM

Date Submitted: May 23, 2025

Submitted By: Edgar Self, Public Works Director

Council Meeting Date: May 27, 2025

Discussion / Action

Subject: Approval of Contract with 4Leaf, Inc.

Background:

As presented and discussed on April 22, 2025, City Council meeting, City Staff recommends contracting with 4Leaf, Inc. for the building permitting process. There will be some cost for on-boarding, but the cost will be recovered through permit fees.

Currently, the building permit process requires the permit application to be sent out to our consultants for review. Once the consultant has reviewed the application, it is returned to the City. The applicant then drives it to the County of Imperial for processing. This process has been known to take several weeks if not months before construction can begin.

Bring the building permit process in-house will provide convenience to the property owners of our community.

Recommendation:

Staff recommends the City Council approve 4Leaf for planning/building, bringing the permitting process in house.

Fiscal Impact:

\$5,000 (based on permitting fees)

**CONSULTANT AGREEMENT
FOR**

PROJECT/CONTRACT NO. _____

THIS CONSULTANT AGREEMENT ("AGREEMENT") is made by and between **4LEAF, INC.**, hereinafter called **CONSULTANT**, and _____, hereinafter called **CLIENT**.

1. Consultant agrees to furnish all the personnel, equipment, supplies, and materials and to perform all the services necessary to complete the work described below in **Attachment A, SOW**, incorporated herein and made a part of this AGREEMENT.
3. This AGREEMENT shall be effective on the date of execution. No work shall begin until Consultant is issued a Notice to Proceed and an authorization for each assigned task.
4. For the complete, successful, and faithful performance of the work and all the Terms and Conditions of this AGREEMENT, **CLIENT** agrees to pay Consultant in accordance with this AGREEMENT and **Attachment B, Cost Proposal**, incorporated herein and made a part of this AGREEMENT.
5. The **Terms and Conditions** set forth on page two (2) of this AGREEMENT are incorporated herein and made a part of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this AGREEMENT upon the provisions above stated and upon the Terms and Conditions contained herein.

CLIENT:

By: _____

Printed Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

CONSULTANT:

By: 4LEAF, Inc. _____

Printed Name: _____

Title: _____

Address: 2126 Rheem Drive
Pleasanton, CA 94588 (925) 462-5959

Signature: _____

Date: _____

The policy of the Consultant is to recruit and provide employment opportunity to all persons without regard to race, color, religion, sex, or national origin, and to maintain an active equal employment opportunity. Handicapped persons will be considered for positions within their capability. The Consultant will ensure that employees are treated equally without regard to their race, color, religion, sex, or national origin, and that equal opportunity and consideration will be afforded to all employees with respect to advancement, promotion, training, pay or compensation, transfer, and layoff or termination.

TERMS AND CONDITIONS

1. Consultant shall invoice Client monthly for services performed under this Agreement. Client shall pay such invoices within thirty (30) days after it receives payment from Consultant for services rendered. If payment is not received within that time period, all past due invoices shall be subject to a 1.5% monthly late charge.
2. Consultant shall perform services in a manner consistent with the standard of care and skill ordinarily exercised by members of its profession practicing under similar conditions in the geographic vicinity and at the time the services are performed; and comply with requirements of all applicable federal, state and local laws and regulations. Consultant warrants that it is duly licensed and/or certified to perform services under this Agreement. Consultant shall maintain an adequate quality assurance program to ensure compliance with this clause.
3. All designs, drawings, specifications, notes, data, materials, reports and other work developed or provided under this Agreement are the property of the Client and are for the exclusive use of the Client for the Project. Consultant will not, without Client's written authorization, reuse or distribute or convey Consultant's work, information or reports to other persons or organizations, other than other subconsultants who are required to have such work, information or reports in order to fulfill their respective obligations to Consultant and/or Client for the Project. Any reuse of such materials by Client on any other project shall be without liability to 4LEAF.
4. Client shall provide Consultant necessary access to allow Consultant's personnel and equipment access to the Project site.
5. Client nor any other person is authorized to change or modify Consultant's work product without Consultant's written authorization.
6. Client agrees to indemnify, defend, and hold harmless the CONSULTANT, and its respective officers, agents, directors, partners, members, employees, affiliates, partners and subsidiaries ("Indemnities") from all claims, demands, causes of action, damage or liabilities of every kind and nature, including but not limited to injury, loss, property damage, cost or expense, including, but not limited to reasonable attorneys' fees ("CLAIMS"), but do not apply to Claims arising from the sole negligence or willful misconduct of CONSULTANT and/or its Indemnities. The duties and obligations hereunder shall survive this AGREEMENT.
7. All disputes between Subconsultant and Consultant shall be submitted to mediation. Either party shall demand mediation by serving a written notice stating the essential nature of the dispute and the amount of time or money claimed and requiring that the mediation proceeds within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may commence unless the mediation does not take place within ninety (90) days after service of notice, unless the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit were not filed prior to sixty (60) days after service of notice.
8. Consultant shall obtain at its own expense Workers Compensation Insurance, Employers Liability Insurance, General Liability Insurance, Professional Liability Insurance (Errors and Omissions) and Automobile Liability Insurance for bodily injury and property damage. Subconsultant will furnish evidence of coverage with a certificate of insurance prior to commencement of the work. Subconsultant shall cause to have Client named as an additional insured on Consultant's applicable insurance policies. Consultant and Client waive all rights against each other for loss or damage to the extent reimbursed by any insurance applicable to the work or services, except such rights as they may have to the proceeds of such insurance. Consultant's limits of insurance liability shall be as follows:

◇ Workers Compensation: Statutory limits	◇ Professional Liability \$2,000,000/\$2,000,000
◇ Employers Liability: Statutory limits	◇ Automobile Liability \$1,000,000
◇ General Liability \$1,000,000/\$2,000,000	◇ Excess/Umbrella Coverage \$5,000,000
9. **Consultant's, its officers, directors, employees, agents and independent contractors liability pursuant to this Agreement and/or for the services provided to Client and/or the Project is limited to Consultant's applicable insurance policies and their respective limits, listed above. No legal action, claim or proceeding shall be maintained against Consultant unless such is filed or brought within two (2) years from the date of Substantial Completion or final payment, whichever occurs first.**
10. Consultant is an Independent Contractor.
11. Consultant shall not work overtime without the preapproval of Client.
12. Consultant shall be responsible for jobsite safety of its own employees and of its subconsultants, if applicable.
13. This Agreement may be terminated by either party upon ten (10) days written notice sent first class mail, return receipt requested. In the event of a termination, unless due to the default of Consultant, Client shall pay for all reasonable charges for work performed and demobilization by Consultant through the tenth (10th) day after mailing the notice of termination.
14. If a legal proceeding is initiated by either Party, the venue shall be either the Superior Court of California, County of Alameda or, if applicable, the United States District Court, Northern District of California. California law shall apply.
15. Neither Consultant nor Client shall assign its interest in this Agreement without the written consent of the other.
16. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. The relationship between the parties is limited to the performance of services as set forth herein and does not constitute a joint venture, partnership or employee-employer relationship. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. The terms of this Agreement shall prevail over any different or additional terms contained in other communications or in the standard commercial terms generally offered by Subconsultant. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

CLIENT'S INITIALS _____

CONSULTANT'S INITIALS _____

ATTACHMENT A
TO CONSULTANT AGREEMENT

SCOPE OF WORK

CONTRACT NO. _____

SCOPE:

DELIVERABLES:

PAYMENT: The services described above shall be performed on a time and materials/expenses basis per the attached Fee Schedule (Attachment B).

CLIENT'S INITIALS_____

CONSULTANT'S INITIALS_____



ATTACHMENT B
TO CONSULTANT AGREEMENT

FEE SCHEDULE

CONTRACT NO. _____

CLIENT'S INITIALS _____

CONSULTANT'S INITIALS _____



SCOPE OF SERVICES

4LEAF philosophy is to be the best firm by providing our clients with outstanding customer service and first-rate Development Services. We put our philosophy into action by building client relationships and prioritizing the needs of our clients—this has led us to become the industry leader in providing Development Department Services to both public and private clients throughout California. We understand that a positive attitude and customer service skills are critical components to successful development interaction with the stakeholder in the community.

4LEAF to provide development services to the City of Calipatria

- Provide transition from the county permitting system to city ran and operate the development permitting department.
- Augment the City development department in the transition
- Provide Building Department services to include but not limited to.
 - Permit Intake
 - Plan Check
 - Building Inspection
 - Building Official Services
- Training of the Community Development Departmental staff regarding all prescribed best-practices attendant to planning and building permit issuances, including preparation of procedural guidelines/ manuals.
- Planning Department services to include but not limited to
 - Processing of land use current planning permits as assigned.
- Training for use of work for permitting software, as directed by the City.
- Other land use and/or development services tasks as directed by the City.
 - Code Enforcement duties as assigned
 - Fire Prevention duties as assigned

Throughout this assignment, 4LEAF staff will process current-planning and building permit application in preparation of issuance through final, decision-maker hearings and the primary point of contact between the city and the applicants. 4LEAF staff will work under the general direction of the Public Works Director and City Manager.



WORKFLOW SCHEDULE

Contract start date – 30 days:

- Meet with city stakeholders
- Provide minimum framework to be able to intake over the counter permit (OTC)
- Obtain inventory of current permits in the planning / development process
 - Produce corrective action plan for each permit to move forward
- Obtain inventory of current issued permits in the county system
- Obtain inventory of current permits being inspected through the county system
- Obtain inventory of current projects in the county plan review system
- Work development software vendor on possible options for new city system
- 1st drafts of development permit process
- Outreach meetings to developers, contactors, design community and stakeholders

30-60 days:

Make assessment

60 – 90 days:

Meet with city management, staff and other stakeholders to produce a level of service and framework for what the cities expectation of the development department should look like.

Produce requests for all documents from county officials of projects that have been completed to produce permit recorded history.

Confirm all current projects either in plan review or in the inspection process with the county. The county will retain the duties of this project till the following

Project plan review is complete, and approved permit can be issued though the city.

Project that has a current active permit and are being inspection will stay with the county till final inspection is completed.



CALIPATRIA CITY COUNCIL AGENDA ITEM

Date Submitted: May 23, 2025

Submitted By: Cheryl Fowler, Police Chief

Council Meeting Date: May 27, 2025

Discussion / Direction

Subject: Staff Shortage ~ Police Department

Background:

The City has been operating the Police Department with staff shortage for over a year. The department has been diligently working to ensure the safety of our community. We recently hired a new Police Officer that is currently in training, but with recent events, we have some new obstacles to overcome. I have reached out to other local agencies for assistance with Field Training for our new hires. But unfortunately, some agencies cannot assist us at this time, and I am still waiting for the response from two (2) other agencies.

The Imperial County Sheriff's Office has assisted with emergency calls and non-emergency calls have been held over for the day-shift officer.