

OCTOBER 23, 2019
CITY COUNCIL CHAMBERS
5:30 P.M. Closed Session; 6:00 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	**Paul McNamara**
DEPUTY MAYOR	**Consuelo Martinez**
COUNCIL MEMBERS	**Olga Diaz** **John Masson** **Michael Morasco**
CITY MANAGER	**Jeffrey Epp**
CITY CLERK	**Zack Beck**
CITY ATTORNEY	**Michael McGuinness**
DIRECTOR OF COMMUNITY DEVELOPMENT	**Bill Martin**
DIRECTOR OF ENGINEERING SERVICES	**Julie Procopio**

ELECTRONIC MEDIA:
Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk's Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.



October 23, 2019
5:30 P.M. Meeting

Escondido City Council

CALL TO ORDER

ROLL CALL: Diaz, Martinez, Masson, Morasco, McNamara

ORAL COMMUNICATIONS

In addition to speaking during particular agenda items, the public may address the Council on any item which is not on the agenda provided the item is within the subject matter jurisdiction of the City Council. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) Speakers are limited to only one opportunity to address the Council under Oral Communications.

CLOSED SESSION: (COUNCIL/RRB)

I. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))

a. **Case Name:** Citizens Development Corporation v. County of San Diego, et al., U.S. District Court
Case No: 12-CV-0334 GPC (KSC)

II. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))

a. One Case - Claim No. 5156

b. 7th Avenue Flood

ADJOURNMENT



October 23, 2019
6:00 P.M. Meeting

Escondido City Council
Escondido Joint Powers Financing Authority
Mobilehome Rent Review Board

CALL TO ORDER

MOMENT OF REFLECTION:
City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.

FLAG SALUTE

ROLL CALL: Diaz, Martinez, Masson, Morasco, McNamara

PROCLAMATIONS: Breast Cancer Awareness Month

PRESENTATIONS: California Center for the Arts, Escondido - Annual Report
Fire Explorer Program

CLOSED SESSION REPORT

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/RRB)

2. APPROVAL OF WARRANT REGISTER (Council)

Request the City Council approve the City Council and Housing Successor Agency warrant numbers:

- 335080 – 335299 dated October 2, 2019
- 335300 – 335509 dated October 9, 2019

Staff Recommendation: **Approval (Finance Department: Joan Ryan)**

3. APPROVAL OF MINUTES: Regular Meeting of October 9, 2019

4. 2020 CENSUS COMPLETE COUNT OUTREACH GRANT -

Request the City Council accept a 2020 Census Complete Count Outreach Grant in the amount of $77,636.81 from San Diego Association of Governments (SANDAG); authorize the Director of Communications and Community Services, or her designee, to execute the Memorandum of Understanding documents on behalf of the City of Escondido; and approve budget adjustments needed to spend grant funds.

Staff Recommendation: **Approval (Communications and Community Services Department: Joanna Axelrod)**

5. BUDGET ADJUSTMENT TO ADD TWO FULL-TIME POSITIONS TO THE WASTEWATER FUND AND ONE FULL-TIME POSITION TO THE WATER FUND -

Request the City Council approve a budget adjustment to the Wastewater Fund Operating Budget for $229,200 in order to add two full-time Wastewater Treatment Plant Operator positions, and approve a budget adjustment to the Water Fund Operating Budget for $146,175 to add one full-time Control System Technician Supervisor position.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

6. SALE OF APN 233-022-21 AND APN 233-022-23 (PORTION) TO 555 WEST GRAND AVENUE, LLC -

Request the City Council approve authorizing the Mayor to execute documents necessary for the sale of APN 233-022-21 and APN 233-022-23 (portion) to 555 West Grand, LLC.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2019-154

7. BID AWARD FOR THE 2019 STREET REHABILITATION AND MAINTENANCE PROJECT REBID -

Request the City Council approve authorizing the Mayor and City Clerk to execute a Public Improvement Agreement in the amount of $5,062,218 with Eagle Paving Company Inc., determined to be the lowest responsive and responsible bidder, for the Rebid 2019 Street Rehabilitation and Maintenance Project.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2019-160

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/RRB at a previous City Council/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

8. **TENTATIVE SUBDIVISION MAP, MASTER AND PRECISE DEVELOPMENT PLAN AND DEVELOPMENT AGREEMENT FOR A 32-UNIT MIXED-USE CONDOMINIUM PROJECT AT 555 W. GRAND AVENUE (SUB 18-0008; PHG 18-0021) -**

Approved on October 9, 2019 with a vote of 5/0

ORDINANCE NO. 2019-15 (Second Reading and Adoption)

PUBLIC HEARINGS

9. **SHORT-FORM RENT INCREASE APPLICATION FOR IMPERIAL ESCONDIDO MOBILE ESTATES MOBILEHOME PARK -**

Request the City Council approve granting an increase of 3.00 percent, as agreed upon by the Resident Representative and Park Representative. This is less than the allowable increase of 75 percent of the change in the Consumer Price Index, or 4.926 percent for the period of December 31, 2016 to December 31, 2018.

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

RRB RESOLUTION NO. 2019-04

10. **CONTINUED DISCUSSION OF A DOWNTOWN SPECIFIC PLAN AMENDMENT AND MASTER AND PRECISE DEVELOPMENT PLAN FOR THE QUINCE STREET SENIOR HOUSING PROJECT (PHG 17-0028) -**

Request the City Council re-open the Public Hearing continued from September 25, 2019, and introduce Ordinance No. 2019-12 approving an amendment to the Downtown Specific Plan and a new Planned Development for the Quince Street Senior Housing Project located at 220 N. Quince Street (APN 229-331-10-00).

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

ORDINANCE NO. 2019-12 (First Reading and Introduction)

11. **MASTER AND PRECISE DEVELOPMENT PLAN MODIFICATION FOR CITY PLAZA (CASE NO. PHG 17-0026) -**

Request the City Council approve modifying the Master and Precise Development Plan related to residential density and commercial land uses for an existing mixed-use building located at 300 - 328 S. Escondido Boulevard (City Plaza).

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

ORDINANCE NO. 2019-14 (First Reading and Introduction)

12. **EAST GROVE SPECIFIC PLAN AMENDMENT (PHG 19-0023) -**

Request the City Council approve amending the East Grove Specific Plan to modify trail development standards within the planning area to provide for a different construction type and/or conversion to landscaping or open space.

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

RESOLUTION NO. 2019-157

CURRENT BUSINESS

13. **FINANCIAL STATUS REPORT FOR FISCAL YEAR 2018/19 AND BUDGET ADJUSTMENT FOR FISCAL YEAR 2018/19 -**

Request the City Council receive and file the annual financial status report for Fiscal Year 2018/19; approve the budget adjustment to distribute the General Fund year-end operating results of $1,499,000 to fund specific operating needs totaling $751,000; and to transfer the remaining balance of $748,000 to the Section 115 Irrevocable Pension Trust.

Staff Recommendation: **Approval (Finance Department: Joan Ryan)**

14. **FINANCING PLAN AND LEGAL DOCUMENTS FOR THE ISSUANCE OF THE 2019 WATER SYSTEM REVENUE REFUNDING BONDS -**

Request the City Council approve the issuance and sale of the Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019, in an aggregate principal amount not to exceed $56,000,000 to refund the Water Revenue Certificates of Participation, Series 2007 and to refund the Water Revenue Bonds, Series 2012; delegate authority to the City's Financing Team, as defined herein, to determine whether to refund the 2012 Bonds dependent upon market conditions at the time of bond pricing; authorize the City Manager, or his designee, to execute all documents related to this transaction; and authorize the necessary revenue expenditure budget adjustments for all transactions associated with the issuance of these Refunding Bond issues.

Staff Recommendation: **Approval (Finance Department: Joan Ryan and Utilities Department: Christopher W. McKinney)**

A) RESOLUTION NO. 2019-150 B) EJPFA 2019-01

FUTURE AGENDA

15. **FUTURE AGENDA -**

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: **None (City Clerk's Office: Zack Beck)**

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development. This report is also available on the City's website, www.escondido.org.

- **WEEKLY ACTIVITY REPORT -**

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
October 30	-	-	No Meeting	-
November 6	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers
November 13	-	-	No Meeting	-
November 20	Wednesday	5:00 & 6:00 p.m.	Regular Meeting	Council Chambers

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at http://www.escondido.org/city-clerks-office.aspx

Handouts for the City Council should be given to the City Clerk. To address the Council, use the podium in the center of the Chambers, STATE YOUR NAME FOR THE RECORD and speak directly into the microphone.

AGENDA, STAFF REPORTS AND BACK-UP MATERIALS ARE AVAILABLE:

- Online at http://www.escondido.org/meeting-agendas.aspx
- In the City Clerk's Office at City Hall
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

AVAILABILITY OF SUPPLEMENTAL MATERIALS AFTER AGENDA POSTING: Any supplemental writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's Office located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

Please turn off all cellular phones and pagers while the meeting is in session.

The City Council is scheduled to meet the first four Wednesdays of the month at 5:00 in Closed Session and 6:00 in Open Session.
(Verify schedule with City Clerk's Office)
Members of the Council also sit as the Successor Agency to the Community Development Commission, Escondido Joint Powers Financing Authority, and the Mobilehome Rent Review Board.

CITY HALL HOURS OF OPERATION
Monday-Friday 8:00 a.m. to 5:00 p.m.



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

Listening devices are available for the hearing impaired – please see the City Clerk.

ESCONDIDO
City of Choice

Consent Item No. 1 **October 23, 2019**

A F F I D A V I T S

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P O S T I N G

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 2 | **October 23, 2019** | **File No. 0400-40**

SUBJECT: Approval of Warrants

DEPARTMENT: Finance Department

RECOMMENDATION:

Request approval for City Council and Housing Successor Agency warrant numbers:

335080 – 335299 dated October 2, 2019
335300 – 335509 dated October 9, 2019

FISCAL ANALYSIS:

The total amount of the warrants for the following periods are as follows:

September 26 – October 2, 2019, is $ 2,148,011.88
October 3 – October 9, 2019, is $1,578,585.81

BACKGROUND:

The Escondido Municipal Code Section 10-49 states that warrants or checks may be issued and paid prior to audit by the City Council, provided the warrants or checks are certified and approved by the Director of Finance as conforming to the current budget. These warrants or checks must then be ratified and approved by the City Council at the next regular Council meeting.

CITY OF ESCONDIDO

October 9, 2019
6:00 P.M. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 6:00 p.m. on Wednesday, October 9, 2019 in the City Council Chambers at City Hall with Mayor McNamara presiding.

MOMENT OF REFLECTION
Zack Beck, City Clerk, led the Moment of Reflection.

FLAG SALUTE
Olga Diaz, Council Member, led the flag salute.

ATTENDANCE
The following members were present: Councilmember Olga Diaz, Deputy Mayor Consuelo Martinez, Councilmember John Masson, Councilmember Michael Morasco, and Mayor Paul McNamara. Quorum present.

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Bill Martin, Director of Community Development; Julie Procopio, Director of Engineering Services; Zack Beck, City Clerk.

PROCLAMATIONS
Matt Dusa and Chris Dusa from Capstone Fire and Safety accepted a Certificate of Recognition.

Robyn Taylor, Fire Prevention Specialist accepted the Fire Prevention Week proclamation.

Tanya Barrera, accepted a Certificate of Achievement.

Jose Jaimes accepted the Hispanic Heritage Month Proclamation.

Lori Rountree, Angela Morrow, John Del Fante accepted the Water Professionals Week Proclamation.

CLOSED SESSION REPORT

None

ORAL COMMUNICATIONS

Richard Pena – Representative of Broadway Puppies in Escondido. Stated that Broadway Puppies is in compliance with State Law.

CONSENT CALENDAR

MOTION: Moved by Council Member Masson and seconded by Council Member Diaz to approve all Consent Calendar items, except item 4. Approved unanimously.

1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/RRB)

2. APPROVAL OF WARRANT REGISTER (Council)
Request the City Council approve the City Council and Housing Successor Agency warrant numbers: (File No. 0400-40)

- 334566 – 334809 dated September 18, 2019
- 334810 – 335079 dated September 25, 2019

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

3. APPROVAL OF MINUTES: A) Regular Meeting of September 11, 2019 B) Regular Meeting of September 25, 2019

4. PROPOSED CHANGES TO COMMUNITY SERVICES FEE SCHEDULE -
Request the City Council approve authorizing new Community Services fees, make changes to certain existing fees for services, and delete fees for services that are no longer used. (File No. 0480-45)

Staff Recommendation: **Approval (Communications and Community Services Department: Joanna Axelrod)**

Moved by Council Member Morasco, seconded by Council Member Diaz to approve authorizing new Community Services fees, make changes to certain existing fees for services, and delete fees for services that are no longer used. Approved unanimously.

5. RESOLUTION AUTHORIZING APPLICATION FOR SB 2 PLANNING GRANT -
Request the City Council approve authorizing the Director of Community Development or his designee to submit an application for SB 2 Planning Grant Program Funds to support planning efforts and increase the supply and affordability of homes in Escondido; and, if awarded, accept the grant funds, complete a budget adjustment, and complete grant documents on behalf of the City of Escondido. (File No. 0480-70)

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/RRB at a previous City Council/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

PUBLIC HEARINGS

6. DOWNTOWN SPECIFIC PLAN AMENDMENT AND MASTER AND PRECISE DEVELOPMENT PLAN FOR THE QUINCE STREET SENIOR HOUSING PROJECT (PHG 17-0028) -
Request the City Council approve an amendment to the Downtown Specific Plan and a new Planned Development for the Quince Street Senior Housing Project located at 220 N. Quince Street (APN 229-331-10-00). ***This item was continued from September 25, 2019 and is being continued to October 23, 2019.***

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

ORDINANCE NO. 2019-12 (First Reading and Introduction)

7. DEVELOPMENT AGREEMENT AND MASTER AND PRECISE DEVELOPMENT PLAN FOR THE "ASPIRE" MIXED-USE DEVELOPMENT (PHG 19-0014) -

Request the City Council approve a Development Agreement to allocate density from the Downtown Density Transfer Program; approve a Master and Precise Development Plan including a Density Bonus Application; and adopt a Class 32 exemption in accordance with the California Environmental Quality Act for a proposed 131-unit, mixed use development known as "Aspire;" located at 137 West Valley Parkway. (File No. 0600-15)

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

ORDINANCE NO. 2019-13 (First Reading and Introduction)

Bill Martin, Director of Community Development, presented the staff report utilizing a PowerPoint presentation.

Mayor McNamara opened the public hearing and asked if anyone wished to speak on this issue in any way.

Kerry Garza - Project applicant, provided a presentation outlining the Aspire project.

Theresa Tugwell - Requested that the City Council vote against the project.

Carol Rea - Expressed concern about the size and scale of the project.

Karen Belcher - Homeowner in Escondido since 1991. Expressed concern about the project.

Pam Bayer - Owner of Grab Bag Antiques. Requested that the City Council vote against this project.

Misty Embrey - Lifelong resident of Escondido. Expressed concern about the project.

Diana Gil - Manager of Filipi's Pizza. Expressed concern related to the proposed parking associated with this project.

Sharon Sanders - Expressed concern about the project.

Traci Bass - Expressed concern about the project. Stated that this project would not be the best use for the space.

Louisa Magoon- Owner of the Grand Tee Room. Expressed support for the project.

Julianne Jones - Expressed concern related to the proposed parking associated with the project.

Dan Foster - Board Member of the Escondido Downtown Business Association. Expressed support for the project.

Alberto Agyan - Owner of the Delight of France restaurant. Expressed concern about the proposed parking associated with the project.

Mayor McNamara closed the public hearing.

MOTION: Moved by Council Member Masson and seconded by Deputy Mayor Martinez to approve a Development Agreement to allocate density from the Downtown Density Transfer Program; approve a Master and Precise Development Plan including a Density Bonus Application; and adopt a Class 32 exemption in accordance with the California Environmental Quality Act for a proposed 131-unit, mixed use development known as "Aspire;" located at 137 West Valley Parkway. Failed (2-3, McNamara, Martinez, Diaz - No)

8. TENTATIVE SUBDIVISION MAP, MASTER AND PRECISE DEVELOPMENT PLAN AND DEVELOPMENT AGREEMENT FOR A 32-UNIT MIXED-USE CONDOMINIUM PROJECT AT 555 W. GRAND AVENUE (SUB 18-0008; PHG 18-0021) -

Request the City Council approve a Master and Precise Development Plan and Development Agreement for a 32-unit mixed-use condominium project within the Mercado District of the Downtown Specific Plan; and approve a one-lot Tentative Subdivision Map. (File No. 0800-10)

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

A) RESOLUTION NO. 2019-143 B) ORDINANCE NO. 2019-15 (First Reading and Introduction)

Jay Paul, Senior Planner, presented the staff report utilizing a PowerPoint presentation.

Mayor McNamara opened the public hearing and asked if anyone wished to speak on this issue in any way.

Ed McCoy - Applicant of the project. Requested that the City Council approve the project.

Maria Bowman - Mercado Business Association. Expressed support for the project.

Grant Taylor - Expressed support for the project.

Cannon Christian - Expressed support for the project.

Mark Baker - General Partner of the building across from the project. Expressed support for the project.

Joseph Gelormini - Economics teacher at Orange Glen. Expressed support for the project.

Anthony Widerburg - Expressed support for the project.

Shon Finch - Expressed support for the project.

Mayor McNamara closed the public hearing.

MOTION: Moved by Council Member Masson and seconded by Council Member Diaz to approve a Master and Precise Development Plan and Development Agreement for a 32-unit mixed-use condominium project within the Mercado District of the Downtown Specific Plan; and approve a one-lot Tentative Subdivision Map. Approved unanimously.

FUTURE AGENDA

9. FUTURE AGENDA -

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: **None (City Clerk's Office: Zack Beck)**

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Council Member Morasco - Attended a Regional Solid Waste Association meeting. Discussed single-use plastic items and Styrofoam limitations in Solana Beach.

Council Member Masson - Attended a San Diego County Water Authority meeting. Stated that the San Diego County Water Authority is in the process of selecting a new general manager.

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development. This report is also available on the City's website, www.escondido.org.

- **WEEKLY ACTIVITY REPORT**

ORAL COMMUNICATIONS

None.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 9:24 p.m.

_____ _____

MAYOR CITY CLERK

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 4 **October 23, 2019** **File No. 0480-70**

SUBJECT: 2020 Census Complete Count Outreach Grant

DEPARTMENT: Communications and Community Services

RECOMMENDATION:

It is requested that the City Council accept a 2020 Census Complete Count Outreach Grant in the amount of $77,636.81 from San Diego Association of Governments (SANDAG); authorize the Director of Communications and Community Services or her designee to execute the Memorandum of Understanding (MOU) documents (see Attachment "2") on behalf of the City of Escondido (City); and approve budget adjustments needed to spend grant funds.

FISCAL ANALYSIS:

An accurate Census count has a significant effect on federal funding levels for state and local governments. The State of California (State) receives more than $76 billion of funding per year based on Census data. In 2018, the City received over $3 million dollars from federal block grants, including Community Development Block Grants (CDBG), HOME funds, an Emergency Solutions Grant (ESG), Homeland Security Grants, and Traffic Safety grants.

The City of Escondido applied to SANDAG for $73,397.78 allocation from the California Complete Count – Census 2020 pass-through grant from the State of California Government Operations Agency. As some jurisdictions did not apply for their full allocation, there were additional funds to be distributed. The City has been awarded $77,636.81. These funds will be used both directly by the City and by partnered community-based organizations (CBOs) under contract with the City. Funds will be used for print media, digital media, incentives, temporary labor, and the lease of equipment to facilitate completion of the census questionnaire online.

PREVIOUS ACTION:

On May 22, 2019, the City Council adopted Resolution No. 2019-58 recognizing the importance of the 2020 Census and supporting the City's participation in helping to ensure a complete, fair, and accurate count.

BACKGROUND:

For more than 200 years, the U.S. Census Bureau has endeavored to count every resident in the nation to determine the number of seats each state has in the U.S. House of Representatives and distribute federal funding to local communities (e.g., Head Start programs, public transportation, road rehabilitation and construction). In support of this effort, the California Legislature has appropriated

$26.5 million for California counties to conduct outreach for the 2020 Census to ensure that every resident is counted once, only once, and in the right place. Serving as the State-designated Regional Census Data Center for San Diego County since the late 1970s, SANDAG is actively supporting the Census Bureau and member agencies in preparing for the 2020 Census. With a goal to achieve a complete count of all residents in the San Diego region, SANDAG is coordinating local outreach efforts throughout the San Diego region and administering $1,565,350 in state grant funding to support a grassroots approach to reaching communities least likely to self-respond to the 2020 Census (i.e., complete the Census upon receiving an initial invitation), also known as Hard-to-Count (HTC) communities. The City of Escondido's efforts will complement and leverage the work being done statewide.

In every census, there are certain socioeconomic and demographic factors that can influence self-response. For the City of Escondido, the most predominant HTC groups include children younger than five years old, seniors, and limited English proficiency residents. This is where the bulk of the outreach will be focused. An HTC index of 37 was chosen as the statewide minimum threshold for Census tracts or block groups requiring outreach. There are 48 census tracts in Escondido with an HTC index of 37 or higher (see Attachment "1"). It is estimated that 89,677 people live within these block groups and that the makeup of these neighborhoods tend to be low-income, multi-family units with young children, and limited English-speaking households. Educational attainment is low (22 census tracts report low high school graduation rates) which will affect written materials. The 2020 Census will be the first on-line census, so additional support and outreach will be made available to seniors and residents who do not have broadband service in their homes.

The communication strategy focusing on these groups will be varied and will involve using already established City outreach tools and programs as well as partnering with community-based organizations (CBOs) who have established relationships of trust in the community. Strategies include mailing postcards educating HTC communities on the upcoming census questionnaire; participating in large community events; and providing hard copy census information, educational materials, and tools to local CBOs for distribution at events where identified HTC populations are anticipated to attend.

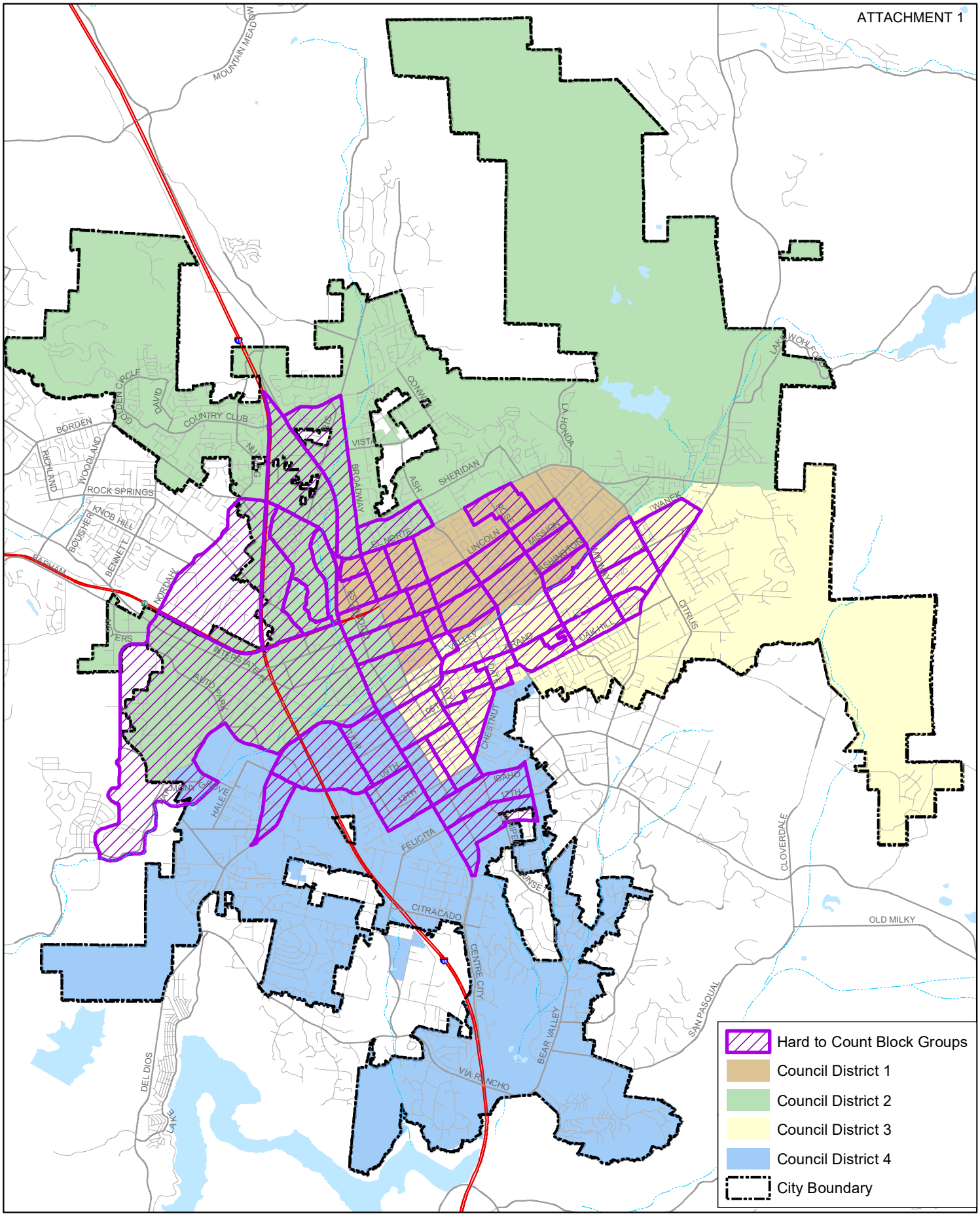
APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joanna Axelrod, Director of Communications and Community Services
10/16/19 3:56 p.m.

ATTACHMENTS:

1. Attachment "1" – Escondido HTC Index Map
2. Attachment "2" – Memorandum of Understanding Between San Diego Association of Governments and City of Escondido Regarding 2020 Census Complete Count; SANDAG Contract #5005863
3. Attachment "3" – Budget Adjustment

ATTACHMENT 1



Council Districts and Hard-to-Count Census Blocks

S:\GIS\Projects\CommServices\20160829 Karen Youel CDBG\CDBG and Neighborhood Groups 2019 letter.mxd

5/9/2019

ATTACHMENT 2

MEMORANDUM OF UNDERSTANDING BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS AND CITY OF ESCONDIDO REGARDING 2020 CENSUS COMPLETE COUNT

SANDAG CONTRACT #5005863

This Memorandum of Understanding ("MOU") is made and entered into effective as of this ___ day of _____, **2019** by and between the San Diego Association of Governments ("SANDAG") and the City of Escondido ("Jurisdiction") for the pass-through of $77,636.81 grant funds from the State of California, Government Operations Agency – California Complete Count – Census 2020 (the "Grant") entitled California Complete Count – Census 2020 (the "Project").

RECITALS

The following recitals are a substantive part of this Agreement:

WHEREAS, SANDAG agreed to apply for the California Complete Count – Census 2020 Office Grant with the Authority identified as the sub-applicant; and

WHEREAS, SANDAG is an eligible agency for direct funding from State of California, Government Operations Agency – California Complete Count – Census 2020 Office Grant; and

WHEREAS, the State of California, Government Operations Agency – California Complete Count – Census 2020 awarded the grant to SANDAG in the amount of One Million, five hundred sixty five thousand, three hundred fifty Dollars ($1,565,350); and

WHEREAS, SANDAG will pass through Grant funds for the Project to the Jurisdiction for the purpose of informing the general public of the importance of completing the census questionnaire through implementing outreach to encourage full participation and avoid an undercount, including efforts to collaborate and work with other contracted community-based organizations to educate, motivate and activate Californians to complete and return their questionnaires; and

WHEREAS, the parties wish to memorialize their agreement in this MOU to carry out the purposes set forth above;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

SANDAG AGREES:

1. Upon receipt of satisfactory deliverables from the Jurisdiction, as described in Exhibit A, Scope of Work, which is attached hereto and incorporated herein by this reference, to reimburse or pass through to the Jurisdiction the Grant award in an amount not to exceed $$77,636.81 as identified as part of the awarded State of California, Government Operations Agency – California Complete Count – Census 2020 Office award for the Project.

2. To support Jurisdiction staff with administrative oversight by processing invoices and submitting progress reports to State of California Government Operations Agency – California Complete count – Census 2020 Office.

3. To pay the Jurisdiction, following receipt and approval of deliverables, as outlined in Exhibit A, Scope of Work and Exhibit B, Budget Timeline. After approval by SANDAG of Jurisdiction deliverables, SANDAG shall pay the Jurisdiction invoices within thirty (30) days of receipt. The maximum amount payable to the Jurisdiction is $77,636.81.

JURISDICTION AGREES:

1. To use Grant funding in an amount not to exceed $77,636.81 to complete the Project as outlined in Exhibit A, Scope of Work and Exhibit C, Jurisdiction Application and consistent with the terms of Exhibit B, Budget Timeline. The Jurisdiction understands and agrees that SANDAG's payments to the Jurisdiction will be made as reimbursements. Invoices for reimbursement need to be submitted in concurrence with the completion of project milestones no more frequently than monthly. The Jurisdiction must pay its sub-recipients and named subcontractors prior to submitting an invoice requesting reimbursement from SANDAG. SANDAG will not accept or pay a single, one-time, lump sum invoice for the entire grant award.

2. To be the lead agency responsible for project management, administration, processing and submitting invoices to SANDAG and completion of tasks as set forth in Exhibit A, Scope of Work and Exhibit C, Jurisdiction Application and Exhibit B, Budget Timeline.

3. To prepare monthly reports of planned and implemented activities and submit to SANDAG for use in reporting to the SwORD online reporting tool.

4. To forward an electronic copy of all final reports to SANDAG for submission to the State of California, Government Operations Office – California Complete Count – Census 2020 Office responsible for the administration and oversight of the grant.

5. To maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item.

6. To use funds only for the activities outlined in the Scope of Work which do not include administrative and media efforts, other than digital media.

7. To conduct the procurement of goods and services, using these Grant funds, in a fair and open competitive manner consistent with State and Federal law. The Jurisdiction is prohibited from restricting competition in any government-funded procurement transaction. All documentation of third-party contract procurements must be retained.

8. The Jurisdiction agrees to comply with Title VI of the U.S. Civil Rights Act, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

9. The Jurisdiction understands and agrees that if it does not demonstrate adequate performance and timely use of Grant funds, SANDAG may take appropriate actions, which can include termination of this MOU

10. Neither SANDAG nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Jurisdiction under or in connection with any work, authority or jurisdiction delegated to Jurisdiction under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, Jurisdiction shall fully defend, indemnify and save harmless SANDAG, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Jurisdiction under or in connection with any work, authority or jurisdiction delegated to Jurisdiction under this MOU.

THE PARTIES MUTUALLY AGREE:

11. That all obligations of SANDAG under the terms of this MOU are made in reliance upon State of California, Complete Count Census 2020 "Conditions of Award" and that all administrative tasks required of SANDAG had been completed.

12. That funding availability is based on appropriation for the program from the State of California's Budget Act for the current year. If sufficient funds are not appropriated for the current or any subsequent years, the Agreement shall be of no further force and effect.

13. That if funding is reduced or deleted by the Budget Act for the purposes of this program, SANDAG shall have the option to either cancel the Agreement with no liability occurring to SANDAG, or offer an agreement to reflect a reduction in the amount

14. Any notice required or permitted under this MOU may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

For SANDAG 401 B Street, Suite 800 San Diego, CA 92101 Attn: Darlanne Hoctor-Mulmat	City of Escondido 201 N Broadway Escondido, CA 92025 Attn: City Manager

15. That unless it is amended by the parties in writing, this MOU shall terminate on December 31, 2020, or on such earlier or later date as the parties may agree to in writing.

16. The indemnification provisions of this MOU shall survive termination of the MOU.

17. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

18. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

19. For purposes of this MOU, the relationship of the parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, and operations.

20. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

21. Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties to this MOU or affect the legal liability of the parties to this MOU.

22. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU effective on the day and year first above written.

SAN DIEGO ASSOCIATION OF GOVERNMENTS	CITY OF ESCONDIDO
RAY MAJOR Department Director of Data, Analytics, and Modeling	**JOANNA AXELROD** Director of Communications & Community Services
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Office of General Counsel	**General Counsel**

Exhibits:

Exhibit A: Scope of Work

Exhibit B: Schedule

Exhibit C: Jurisdiction Application

EXHIBIT A

SCOPE OF WORK

For more than 200 years, the U.S. Census Bureau has endeavored to count every resident in the nation to determine the number of seats each state has in the U.S. House of Representatives and distribute federal funding to local communities (e.g., Head Start programs, public transportation, road rehabilitation and construction). In support of this effort, the California Legislature has appropriated $26.5 million for California counties to conduct outreach for the 2020 Census to ensure that every resident is counted once, only once, and in the right place. Serving as the State-designated Regional Census Data Center for San Diego County since the late 1970s, the San Diego Association of Governments (SANDAG) is actively supporting the Census Bureau and member agencies in preparing for the 2020 Census. With a goal to achieve a complete count of all residents in the San Diego region, SANDAG is coordinating local outreach efforts throughout the San Diego region and administering $1,565,350 in state grant funding to support a grassroots approach to reaching communities least likely to self-respond to the 2020 Census (i.e., complete the Census upon receiving an initial invitation). These "hard to count communities" include, but are not limited to:

• People without broadband internet access

• Children under the age of 5

• Individuals with limited English proficiency

There are four primary organizations actively working in the San Diego region to support and encourage a complete count of every resident - the U.S. Census Bureau, the California Complete Count – Census 2020 Office, SANDAG, and the United Way.

SANDAG serves as the fiscal agent for funding from the State and coordinates outreach by the local governments. SANDAG will lead efforts with the local jurisdictions to achieve the highest self-response rate as possible on the Census 2020 questionnaire. The focus of this effort is on hard to count communities (i.e., groups least likely to self-respond). The California Complete Count - Census 2020 Office has created a tool to help identify these communities: The Statewide Outreach and Rapid Deployment (SwORD) mapping tool. The California Complete Count – Census 2020 Office requires that all outreach activities be reported through the SwORD online reporting tool. To facilitate this reporting, Jurisdictions are required to report all planned and implemented activities using the Excel worksheet as follows:

- Reporter Details: Reporter name, organization name, parent organization
- Activity Details: Activity type, start and end date and time, location, description, number of staff/volunteers
- Collaboration: Primary organizer, additional organizers
- Impressions (i.e., the number of times a message is seen or heard):
- Portion of Impressions specific to HTC audiences
- Portion of Impressions in each language
- Feedback and Documentation: Website activity, Facebook link, YouTube/Video link, venue rating, participate engagement rating, interaction quality rating, overall effectiveness, what went well, what could be improved, audience questions/concerns
- Funding Sources and Volunteer Hours

- Mandatory data elements are signified in the spreadsheet with an asterisk and highlighted in red. The remainder should be provided as possible. Submittal of this spreadsheet shall be required on a monthly basis

Outreach will be deployed in three phases, consistent with the recommendations of the California Complete Count Office and the U.S. Census Bureau as described in the Strategic Plan approved by the SANDAG Board on July 26, 2019: Educate, Motivate, and Activate. Details regarding activities in each phase by will be coordinated through the SANDAG 2020 Census Complete Count Stakeholder Working Group and subcommittees.

Jurisdictions shall comply with the following requirements, including but not limited to:

- Funds must be spent in a manner that serves the intended purpose of outreach and education to ensure a complete and accurate count for the 2020 Census through civic participation aiming to reach, educate, motivate, and activate individuals who are traditionally excluded and undercounted (HTC)

- Comply with programmatic and fiscal reporting

- Use funding to achieve agreed upon deliverables and abide by all contract agreements and reporting requirements as outlined in the resulting Memorandum of Understanding (MOU) for Jurisdictions or Standard Services Agreement for delegated entities

- Provide monthly financial reports to monitor the spending of funds using the Excel worksheet provided as a link in Section XI

- Provide additional financial reports, as requested

- Funds may not be used for travel and lodging

- Funds may not be used for capital expenditures (e.g., furniture, buildings)

- Funds may not be used for branding efforts, as branding developed by the State shall be incorporated in all local efforts

- Appropriate use of incentive and promotional material

- Specify how the HTC population as shown through the data provided in the SANDAG SwORD will be reached

- Demonstrate cultural sensitivity (e.g., staffing that reflects the community, languages supported appropriately, etc.)

- Funding for all proposed equipment shall be for leased equipment

Funding shall not be used for overhead or administrative costs – i.e., costs are restricted to those involving staff and materials directly related to outreach

EXHIBIT B
PAYMENT and PROJECT SCHEDULE

Milestone	Payment Amount	Timeline
1. Implementation Plan	50% of Total Contract Amount	Upon Contract Execution
2. First Progress Report	20% of Total Contract Amount	Upon Contract Execution
3. Second Progress Report	20% of Total Contract Amount	December 31, 2019
4. Third Progress Report	5% of Total Contract Amount	March 31, 2020
5. Final Report	5% of Total Contract Amount	September 1, 2020

CITY OF ESCONDIDO
CENSUS 2020 COMPLETE COUNT
APPLICATION SUBMITTAL

Jurisdiction: City of Escondido
Primary Lead Contact: Dulce Salazar, Department Assistant
Business Address: 201 N Broadway, Escondido, CA 92025
Phone Number: (760) 839-4518
Email: DSalazar@escondido.org
TAX ID Number: 95-6000708

SUMMARY

Each decade, the U.S. Census Bureau attempts to count every person in the United States. The City of Escondido will complement the work being done by the Census Bureau of counting everyone once and in the right place. Escondido is a city in north San Diego County with approximately 152,000 residents. The City of Escondido has Hard-to-Count (HTC) populations totaling approximately 90,000 residents which include children younger than five years old, renters and households living in multi-unit structures, non-high school graduates, and individuals with limited English proficiency. The City is preparing to provide outreach materials, engagement opportunities and events, and locations where residents will be able to fill out and submit the census questionnaire online. The City will also support community-based organizations (CBO) with providing educational materials and tools that these organizations can disseminate during events involving Hard-to-Count populations.

HTC FOCUS GROUPS

The primary challenge facing the U.S. Census is the undercount of certain population groups. The City of Escondido will focus on reaching out to all Census Block Group Tracts that have an HTC index of 37 or higher within its city limits. Specifically, there are 20 census blocks containing 48 block group tracts that meet this threshold. It is estimated that 89,677 people live within these block groups and that the makeup of these neighborhoods tend to be low-income, multi-family units with young children, and limited English-speaking households. Educational attendment is low (22 census tracts report low high school graduation rates) which will effect written materials. With seniors being a growing population and this year's census forms being on-line, additional support and outreach will be made available to this group. As such, the City of Escondido will focus its efforts on the following Hard-to-Count groups:

- Children younger than five years old;
- Seniors; and
- Limited English proficiency residents.

Within these tracts, Hispanics are the largest ethnic group with Spanish being the primary language spoken in homes with Limited English proficiency residents; outreach efforts will also be made specifically to those who speak Vietnamese, Tagalog and Farsi. See Exhibit B for a comprehensive list of census blocks within Escondido's targeted area of focus.

COMMUNICATION PLAN

The communication strategy focusing on these groups will be varied and will involve using already established city marketing channels and programs as well as partnering with community-based organizations who have established relationships of trust in the community. Strategies include mailing postcards educating Hard-to-Count communities on the upcoming census questionnaire, participating in large community events and providing hard copy census information to local community-based organizations for local events identified Hard-to-Count populations will participate.

The City of Escondido has several different social media platforms at its disposal to disseminate information to residents. The City will use these platforms to push information out to the public. All executed strategies will be disseminated in both English and Spanish to reach the largest cross-section of HTC communities identified. The City will take advantage of state branded materials and materials translated by community partners for outreach in Vietnamese, Tagalog and Farsi.

PRINT MEDIA (COST: $7,000 for mailer; $3,000 for banners)

The City of Escondido will use the following print media strategies to disseminate information to residents and at events.

- Messages printed on outside of utility bills to 150,000 Escondido residents.
- Bi-lingual fliers to distribute at events, local city facilities, local CBO facilities, and at City programs including activities with senior and preschool target markets.
- Stand-up and hanging banners to attract the attention of people at events and within facilities where information and kiosks will be offered.
- Information in the Whatcha Call It, the Park Avenue Community Center/Escondido Senior Center newsletter
- Submitting press releases to news sources about upcoming City-sponsored activities

DIGITAL MEDIA (COST $2,500)

The City of Escondido has several different social media platforms at its disposal to disseminate information to residents. The budget for digital media will be used to boost and target educational posts to populations in the HTC census tracts. The following are planned to be used:

- City official website (City, Fire, Police, Library, Community Services, Escondido Sports Center)
- City official Facebook, Twitter and Instagram pages
- Channel 19 – local cable access channel run by the City
- Digital monitors located in City and CBO facilities
- Monthly eNewsletters (including: Neighborhood Services, Library, “Enjoy Escondido”, Escondido Monthly Business Update). Campaigns will be disseminated several times between:
    - Late 2019 and early 2020 - To educate that the Census is coming and why one should participate
    - Between April 1 and July 31 to remind people to submit their responses.
- Sharing content with CBO partners to disseminate in their own platforms and newsletters
- Slides on California Center for the Arts, Lexus, Westfield Shopping Mall marquees
- Creation of hyper local Census 2020 video with Escondido politicans and local community leaders (speaking in multiple languages)
- Submitting press releases to news sources about upcoming City-sponsored activities

INCENTIVES/GIVE-AWAYS (Cost: $12,000)
To foster remembrance about the upcoming Census and promote a higher rate of participation, the City will purchase a variety of items that will be given away to participants who engage in educational outreach events and complete the Census at one of the provided kiosks located at City facilities or sponsored events. Incentive items will be designed to represent both the official City and Count Me 2020 logos.

KIOSKS (Cost: $6,500 for equipment; $4,400 for temporary labor)
To assist the HTC community who lack broadband internet access, the City will lease computer equipment, or kiosks, to facilitate completion of the census questionnaire during events held at CBO locations and City facilities. This equipment will assist in the activities of questionnaire assistance centers, questionnaire assistance kiosks, and one-on-one outreach. Kiosks will be manned by culturally/linguistically competent volunteers/temporary employees.
To accomplish this goal the City plans to procure at least five (5) units.

- 2 (two) stationed at the Escondido Public Library and Park Avenue Community Center from April 1 through April 30.
- 3 (three) to be used as portable kiosks to go to City and CBO sponsored activities and Community Outreach Locations

Equipment will include a PC or tablet, stand/tripod, and Mifi mobile internet hotspots.

COMMUNITY OUTREACH LOCATIONS/EVENTS ($13,000)
City of Escondido employees, CBOs, volunteers, will attend community events and sponsored events where Hard-to-Count populations live to educate the public on the upcoming census and the importance of completing the census survey fully and accurately. Community Ambassadors will have identification name tags/shirts. Informational events are being planned at multiple locations. The large number of multi-family residential developments is large; if events can not be planned, complex managers will receive information and educational materials for residents.

- Cruisin Grand (Friday nights, April & May 2020)
- Farmers Market (Tuesday afternoon Winter 2019 through Spring 2020)
- Tamale Festival (November 2, 2019)
- Affordable Housing Complexes – 15th Avenue Cooperative, Avocado Court, Cobblestone Village Apts., Daybreak Grove, Emerald Garden Townhomes, Eucalyptus View, Juniper Senior Village (Senior Housing), Las Ventanas, Manzanita, Orange Place Apartments, Orange Place Town Homes, Solutions Escondido, Sonoma Court, Sunrise Place, The Crossings @ Escondido, The Crossings @ Escondido Manor, The Terraces, Via Roble, Windsor Gardens (Senior Housing), Silvercrest Residence (Senior), Summit Rose Apartments, Villa Escondido (Senior), Village Grove Apartments.
- Mobile Home Communities – Canyon Crest Estates, (Seniors Only Park), Carefree Mobilehome Ranch (Seniors-Only Park), Casa De Amigos Mobilehome Estates (Seniors-Only Park), Casa Grande Mobile Estates (Seniors-Only Park), Citrus Gardens (Seniors-Only Park), Eastwood Meadows Mobilehome, Escondido Terrace, Friendly Hills Mobile Manor, Green Crest, Green Tree Mobile Estates, Imperial Escondido Mobile Estates (Seniors-Only Park), Lake Bernardo Mobile Estates, Mobile Park West, Moonglow Mobilehome Park, Mountain Shadows, Ponderosa Mobilehome Park, Rancho Escondido (Seniors-Only Park), Sundance Mobilehome Park (Seniors-Only Park), Sunset Terrace, Town And Country, (Seniors-Only Park), Valley Parkway Mobilehome Park, The Views, Villa Madeira (Seniors-Only Park), Vista Verde Mobile Estates, West Winds Mobile Lodge

- Neighborhood Healthcare - provide signage and resources on site, engage their team to be community ambassadors. [important outreach for children 0-5]
- Henry Avocado - provide kiosks to be available in their break room at multiple dates & times.
- Children's Discovery Museum - provide a kiosk in the museum and encourage kid-friendly, free programming about the Census. [important outreach for children 0-5]
- California Center for the Arts, Escondido - provide kiosks during Free First Wednesday events.
- VFW & American Legion - provide signage and resources on site. Send a community ambassador to already scheduled meetings.
- Assisted Living Centers - send community ambassadors to the lunchtime programs to speak about the census and provide information and resources.
- Faith Communities – provide signage and resources on site, including Resurrection Church, St Marys, Islamic Center of Escondido, etc.

COMMUNITY PARTNERS ($25,000)

City of Escondido will partner with CBOs and community groups for inreach into Hard-to-Count communities to educate the public on the upcoming census and the importance of completing the census survey fully and accurately. Some partnerships will include payment for activities, others will not.

- Escondido Education COMPACT - engage their youth & youth court volunteers to be community ambassadors.
- CAFÉ – share information, invite to participate
- Neighborhood Healthcare - engage their team to be community ambassadors. [important outreach for children 0-5]
- Rincon - engage the tribe to have a community ambassador program.
- Neighborhood Leadership Groups - train volunteers to be community ambassadors and speak at all meetings leading up to the Census.
- Faith Communities – Resurrection Church, St Marys, Islamic Center of Escondido, etc. Host community forums, information men's/women's/chaverot/small groups

EXHIBIT A
COST PROPOSAL SHEET

Provide your requested funding allocation for each milestone in the spreadsheet below. Funding allocation shall include all activities, events, and tasks included for successful completion of the milestone, as outlined in your proposal.

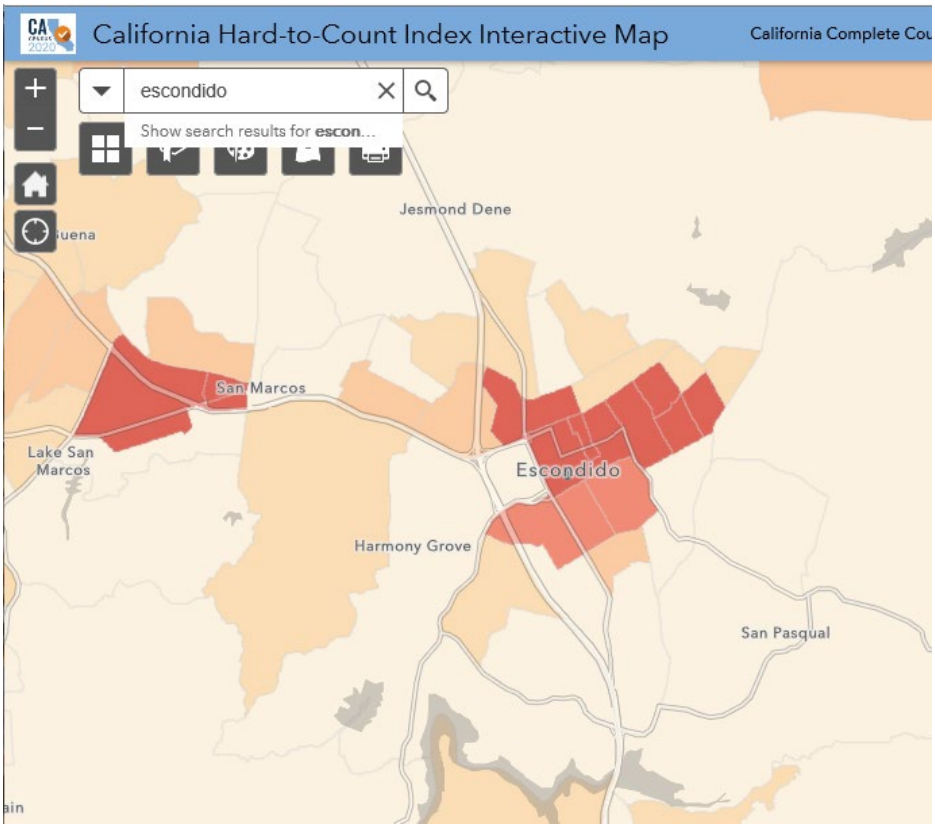
Milestone #	Milestone Description	Funding Allocation
1	Implementation Plan	$36,698.89
2	First Progress Report	$14,679.55
3	Second Progress Report	$14,679.55
4	Third Progress Report	$3,669.89
5	Final Report	$3,669.90

Total Amount Requested (Including all items and services described in the Project Requirements):	$73,397.78

EXHIBIT B
CENSUS TRACT MAP

The City of Escondido has designed its HTC Outreach efforts to include:

Census Tract 201.05, Block Group 2	Census Tract 201.06, Block Group 2	Census Tract 201.08, Block Group 1, 2, 3, 4
Census Tract 201.09 Block Group 1	Census Tract 202.02 Block Group 1, 2, 3	Census Tract 202.06 Block Group 1, 2
Census Tract 202.07 Block Group 1, 2	Census Tract 202.09 Block Group 1, 2, 3	Census Tract 202.10 Block Group 2
Census Tract 202.11 Block Group 1, 2, 3, 4	Census Tract 202.13 Block Group 1, 2, 3	Census Tract 202.14 Block Group 1, 2, 3
Census Tract 203.05 Block Group 2	Census Tract 203,07 Block Group 2	Census Tract 203.08 Block Group 1, 2, 3
Census Tract 203.09 Block Group 1, 2	Census Tract 204,04 Block Group 1	Census Tract 205 Block Group 1, 2, 3
Census Tract 206.01 Block Group 1, 2, 3	Census Tract 207.07 Block Group 1, 2	



From: Dulce Salazar <Dsalazar@escondido.org>
Sent: Friday, September 13, 2019 3:46 PM
To: Bessent, Janet <janet.bessent@sandag.org>
Subject: RE: [EXT] Census 2020 Complete Count Application

Hi Janet,

We would like to split additional funds equally into the following two pots:

- Community Partnerships (where we pay other organizations to do specific outreach into subpopulations)
- Kiosks (which can be used for either the equipment or the (temporary) labor to man the kiosks)

Thank you,

Dulce

ATTACHMENT 3

ESCONDIDO
City of Choice

CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Date of Request: October 23, 2019

Department: Communications & Community Services

Division: _____

Project/Budget Manager: Joanna Axelrod (Name) 4871 (Extension)

Council Date (if applicable): October 23, 2019
(attach copy of staff report)

For Finance Use Only

Log # _____

Fiscal Year _____

_____ Budget Balances
_____ General Fund Accts
_____ Revenue
_____ Interfund Transfers
_____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
SANDAG Grant	4127-401	$77,636.81	
2020 Census Outreach	0000-401-NEW Project	$77,636.81	

Explanation of Request:

Budget Adjustment to fund community outreach for the 2020 Census Complete Count.

APPROVALS

Joanna Axelrod 10/14/19
Department Head — Date

City Manager — Date

Josh Carr 10/16/19
Finance — Date

City Clerk — Date

Distribution (after approval): Original: Finance

FM\105 (Rev.11/06)

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 5 **October 23, 2019** **File No. 0430-80**

SUBJECT: Budget Adjustment to Add Two Full -Time Positions to the Wastewater Fund and One Full-Time Position to the Water Fund

DEPARTMENT: Utilities Department

RECOMMENDATION:

In anticipation of the Membrane Filtration Reverse Osmosis (MFRO) facility coming online, it is requested that the City Council approve a budget adjustment to the Wastewater Fund Operating Budget for $229,200 in order to add two full-time Wastewater Treatment Plant Operator (WWTPO) positions, and approve a budget adjustment to the Water Fund Operating Budget for $146,175 to add one full-time Control System Technician (CST) Supervisor position.

FISCAL ANALYSIS:

There is no impact on the General Fund from these positions since all are funded through utility enterprise funds. The cost, including benefits, is $114,600 annually for each WWTPO position and $146,175 for the CST Supervisor position. The CST Supervisor position would be added to the Water Fund Operating Budget and the WWTPO positions would be added to the Wastewater Operating Budget. During the Fiscal Years (FY) 2019, 2020, and 2021, the two WWTPO Operator Positions would be charged to the MFRO Project (CIP 557-801508). Beginning in FY 2022, as the MFRO entered its normal operations, the cost of these positions would be paid through the Wastewater Operating budget.

BACKGROUND:

All three of these positions are key parts of bringing the City's MFRO online to produce recycled water. Amending the appropriate budgets at this time enables staff to be involved in the final design and construction of the facility, and thus better prepared to operate it when it is complete.

WWTPO Positions **-** A critical component of the recycled water expansion is the Membrane Filtration / Reverse Osmosis (MFRO) Facility. This is a water treatment plant that will further purify the City's existing recycled water, which is already clean enough for use as irrigation water for parks and golf courses. The MFRO will filter and desalinate Escondido's recycled water so that it can be used in agriculture as well. The plant will be operated by the operations staff at the Hale Avenue Resource Recovery Facility. Prior to the MFRO going online, two WWTPO's will be dedicated to providing operations input on the design and construction of the facility, as well as learning the details of efficiently operating an MFRO facility. This dedication of WWTPO time will shorten the period of contract operation of the new facility, reducing the project cost. Once the facility is operational, the additional

WWTPO positions will work at both the MFRO facility and the HARRF. While operation of the MFRO facility will be partially automated, daily WWTPO activities onsite will be required to ensure that the facility is operating with specifications to produce the required water quality. At the HARRF, additional operator time will be required to ensure that recycled water produced at the HARRF, which is the water that feeds the MFRO, is within the specification for use at the MFRO and that the two facilities are operating efficiently together.

Control Systems Technician Supervisor Position – Supervision of the maintenance positions at the Water Treatment Plant (WTP), which includes Plant System Technicians and Control System Technicians, has been provided by senior operations staff at the WTP. This manner of supervision is no longer an effective long-term solution for two primary reasons: (1) there is insufficient time or expertise among the senior operations staff to effectively plan work, purchase materials, and otherwise supervise the maintenance positions at the WTP: and (2) recent electrical and control system improvements at the WTP have, while making the plant safer and more efficient overall, increased the maintenance work at the facility. The recommended new position will require general treatment plant maintenance expertise, but control system expertise will be critically important because the bulk of the additional maintenance work is needed on the electrical and plant control systems. Staff considered the addition of a Control System Technician position in comparison to a supervisor position, and found the addition of a supervisor position offered additional benefits, such as relief for overloaded senior operations staff, at a cost difference of approximately $34,314 annually.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Director of Utilities
10/16/19 3:20 p.m.

ATTACHMENTS:

1. Budget Adjustment Request

ESCONDIDO
City of Choice

CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Date of Request: 9/25/2019

Department: Water/Wastewater

Division:

Project/Budget Manager: Christopher W. Mckinney (Name) 4090 (Extension)

Council Date (if applicable): 10/9/2019
(attach copy of staff report)

For Finance Use Only

Log #

Fiscal Year
ear

_____ Budget Balances
_____ General Fund Accts
_____ Revenue
_____ Interfund Transfers
_____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Regular Full-Time	5001-555-410	103,685	
Other Employee Overhead	5025-555-410	2,895	
PERS-Normal Cost	5026-555-410	11,700	
Medical	5027-555-410	15,480	
Workers' Compensation	5028-555-410	9,500	
Flexible Benefits	5030-555-410	2,915	
Fund Balance	3050-555		146,175
Regular Full-Time	5001-558-420	167,760	
Other Employee Overhead	5025-558-420	4,660	
PERS-Normal Cost	5026-558-420	15,575	
Medical	5027-558-420	30,955	
Workers' Compensation	5028-558-420	10,250	
Allocation out to CIP	5902-558-420	229,200	

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease

Explanation of Request: To add two new Wastewater Treatment Plant Operators to prepare for staffing of the MFRO, and to add a Control System Technician Supervisor to oversee projects at the Water Treatment Plant and Pump Stations.

APPROVALS

Christopher W. McKinney 09.30.2019
Department Head Date

Jodi Cox 9/30/19
Finance Date

City Manager Date

City Clerk Date

Distribution (after approval): Original: Fina

FM\105 (Rev.08/06)

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 6 **October 23, 2019** **File No. 0690-10**

SUBJECT: Sale of APN 233-022-21 and APN 233-022-23 (portion) to 555 West Grand Avenue LLC

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-154 authorizing the Mayor to execute documents necessary for the sale of APN. 233-022-21 and APN 233-022-23 (portion) to 555 West Grand, LLC.

FISCAL ANALYSIS:

Sales proceeds in the amount of $23,600, less closing costs, will be deposited into the General Fund.

PREVIOUS ACTION:

The Buyer has received Planning Commission and City Council approval for the Tentative Subdivision Map, Master and Precise Development Plan and Development Agreement for a four (4) story, thirty-two (32) unit mixed-use development, through Ordinance No. 2019-15 and Resolution No. 2019-143.

BACKGROUND:

The City of Escondido received an unsolicited offer from 555 West Grand LLC, expressing their interest in purchasing City owned property at the northeast intersection of West Second Avenue and South Quince Street, which is a landscaped area of approximately 2,271 square feet. The agreement was contingent upon the purchase of adjacent property, which is to be developed by 555 West Grand LLC, a mutually agreeable price, and the successful entitlement of the project. The purchase price is based on the appraised value of $23,600.

The General Plan designation for the site is within the Downtown Specific Plan's Mercado District, which allows for general retail/office and mixed-use development. Guiding principles for the Mercado District envisions high density residential uses that benefit from the proximity to the transit center. 555 West Grand LLC proposes to develop a four (4) story, thirty-two (32) unit mixed-use development. The proposed project is consistent with the guiding principles for the Specific Plan Area (SPA 9) identified in the Land Use and Community Form Element of the Escondido General Plan because they accommodate the type of high-density urban development envisioned for the area.

The proposed Purchase Agreement allows for a 90-day feasibility period upon payment of a $10,000 initial deposit. The deposit shall be credited to the purchase price upon close of escrow.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
10/16/19 5:39 PM

ATTACHMENTS:

1. Resolution No. 2019-154
2. Resolution No. 2019-154 – Exhibit A – Purchase Agreement

RESOLUTION NO. 2019-154

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, ALL DOCUMENTS NECESSARY FOR THE SALE OF APN 233-022-21 AND APN 233-022-23 (portion)

WHEREAS, the City of Escondido ("City") owns certain real property, located at the northeast intersection of West Second Avenue and South Quince Street, which is 2,271 square feet of land, identified by reference to Assessor Parcel No. 233-022-21 and a portion of Assessor Parcel No. 233-022-23 (the "Property"); and

WHEREAS, the City received an unsolicited offer from 555 West Grand Avenue, LLC ("Buyer") to purchase the property for twenty-three thousand six hundred dollars ($23,600) and develop the site as a mixed-use project in conformance with the City's General Plan and Downtown Specific Plan land use designations; and

WHEREAS, an independent appraiser confirmed the offer of twenty-three thousand six hundred dollars ($23,600) represents fair market value of the Property; and

WHEREAS, the intended purpose of the Buyer's purchase is for the development of approximately thirty-two residential units, and three hundred square feet of flex office space, together with all the needed public improvements ("Project"); and

WHEREAS, the City wishes to sell the Property for twenty-three thousand six hundred dollars ($23,600) and to enter into escrow with the Buyer under the terms and conditions stated in the Purchase Agreement; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the sale of the Property to the Buyer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. The Mayor is authorized to execute, on behalf of the City, all documents necessary for the sale of the Property, including the Agreement of Purchase and Sale and Joint Escrow Instructions attached to this Resolution as Exhibit “A” and incorporated by this reference.

NE Corner of W. Second Avenue and Quince Street
APN 233-022-21 and 233-022-23 (por.)

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

ESCONDIDO
City of Choice

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CITY OF ESCONDIDO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

This Agreement is made as of _____, 2019 between the City of Escondido (**City)** and **555 W. Grand Avenue, LLC (Buyer).**

RECITALS

The City is the owner of vacant land located at the NE corner of W. Second Avenue and Quince Street (APN 233-022-21 and 233-022-23 (por.). The City desires to sell and Buyer desires to purchase the Property upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and Buyer agree that the terms and conditions of this Agreement and the instructions to Escrow Holder with regard to the escrow, created pursuant hereto are as follows:

1. Definition of Terms

The following words in this Agreement shall have the significance attached to them in this Section unless otherwise apparent from their context.

1.1. **Agreement.** Agreement means this Agreement of Purchase and Sale and Joint Escrow Instructions.

1.2. **Approved Conditions of Title**. Approved Conditions of Title means only those conditions to title as provided in Section 6.2.

1.3. **Buyer.** Buyer means 555 W. Grand and does not include its heirs, assigns, or successors in interest.

1.4. **City.** The City means the City of Escondido, a California general law City.

1.5. **Close of Escrow.** Close of Escrow means the date the City's Grant Deed is filed for record.

1.6. **Closing Date.** Closing Date shall be the date scheduled for Close of Escrow, and unless otherwise agreed to in writing by City and Buyer or as otherwise set forth in this Agreement, the Closing Date shall be prior to the final map recordation relating to the Entitlements or eighteen (18) months from the Effective Date, whichever occurs first. Buyer shall also have the right to accelerate the Closing Date on providing 10 days written notice to City, provided all obligations under this agreement are met prior to closing.

1.7. **Deposit.** Deposit means the deposit to be made by Buyer in accordance with Section 4.1.

1.8. **Due Diligence Materials.** Due Diligence Materials shall mean those materials specifically described in Exhibit A attached hereto.

1.9. **Effective Date.** Effective Date means the date this Agreement is countersigned by the City.

1.10. **Entitlements.** Entitlements shall mean all necessary City, State, Federal or other governmental approvals including but not limited to a planned development, building permits, CEQA determinations, etc.

1.11. **Escrow Holder.** Escrow Holder means Chicago Title.

1.12. **Feasibility Period.** Feasibility Period means the period commencing upon the Effective Date of this Agreement and expiring ninety (90) days thereafter.

1.13. **General and Special Real Estate Taxes.** General and special real estate taxes means all non-delinquent taxes and charges of the type customarily evidenced by a secured tax bill issued by the Tax Collector of the County, including, but not limited to, amounts allocated to (i) County or City general governmental purposes, (ii) bonded indebtedness of the County or City, (iii) bonded or other indebtedness and operating expenses of any school, college, sewer, water, irrigation, hospital, library, utility, county service, community facilities district or other district, and (iv) any other lawful purpose. The parties acknowledge that prior to the Close of Escrow the Property may not be subject to general and special real estate taxes because the Property is owned by a public entity, but such fact shall not be construed to release or relieve Buyer from the obligation to assume responsibility for general and special real estate taxes as of the Close of Escrow

1.14. **Grant Deed.** Grant Deed means the grant deed recorded by the City transferring ownership to the Buyer.

1.15. **Neighboring Parcels**. Neighboring Parcels shall include the following parcels: APN's 233-022-01, 233-022-02.

1.16. **Opening of Escrow**. Opening of Escrow means the date as provided in Section 5.1.

1.17. **Party.** Buyer or City may be referred to individually as Party or collectively as Parties.

1.18. **Project.** Project means a development with a minimum density of 70 dwelling units per acre on the Property and the Neighboring Parcels, and consistent with application provisions included in the City's Downtown Specific Plan in effect on the Effective Date.

1.19. **Property.** Property means the real property known as APN's 233-022-21 and a portion of 233-022-23, located at the NE corner of W. Second Avenue and Quince Street, Escondido, CA 92025, as further described in EXHIBIT B.

1.20. **Purchase Price.** Purchase Price means the purchase price for the Property

described in Section 4.2 below.

1.21. **Report.** Report means a standard preliminary title report issued by the Title Company with respect to the Property within five (5) days following the Opening of Escrow.

1.22. **Title Insurer.** Title Insurer means Chicago Title.

1.23. **Title Policy.** Title Policy means the title policy as set forth in Section 6.1.

2. Property

The City shall sell the Property to Buyer and Buyer shall purchase the Property from the City on the terms and conditions stated in this Agreement. City owns vacant real property located at the NE corner of W. Second Avenue and Quince Street as provided in Exhibit B.

3. Density Transfer

As part of the consideration for this Agreement, the City shall be entitled to transfer the unused density of the Project, at no cost to Buyer. The unused density is calculated as the difference between the maximum allowed density for the Project and the density actually used by the Project, in accordance with City policies and procedures. The project shall participate in the Density Transfer Program as a "sending area," as described in Exhibit "B" to City Council Resolution No. 2019-69. A deed restriction shall be recorded prior to building permit issuance, transferring thirteen (13) units into the Transfer Density Credit Pool.

4. Purchase Price

4.1. Deposit. Concurrently with the opening of escrow, Buyer shall deliver to Escrow Holder the Deposit sum of TEN THOUSAND DOLLARS ($10,000) which shall be held by Escrow Holder until the expiration of the Feasibility Period, at which time it shall be delivered to City. The Deposit shall be credited to the Purchase Price upon Close of Escrow. If either Party terminates this Agreement prior to the expiration of the Feasibility Period, then the Deposit shall be returned to Buyer. Escrow shall be opened by the parties within five (5) days of the Effective Date.

4.2 Purchase Price. City agrees to sell and Buyer agrees to buy the Property for the Purchase Price of TWENTY-THREE THOUSAND SIX HUNDRED DOLLARS ($23,600.00).

4.3 Payment of Purchase Price. Buyer shall deposit with Escrow Holder in cash, at least one business day before the Closing Date, the Purchase Price, less the amount of the Deposit.

5. Escrow

5.1. Opening of Escrow. For purposes of this Agreement, the escrow shall be deemed opened on the date Escrow Holder receives the Deposit from Buyer and an executed counterpart of this Agreement from both Buyer and the City. Escrow Holder shall

notify Buyer and City, in writing, of the date escrow is opened. Buyer and City agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

5.2. Close of Escrow. Close of escrow occurs when the Grant Deed conveying the Property to Buyer, is recorded in the Official Records of the Recorder of San Diego County, California. Close of escrow shall occur on Closing Date. Buyer and Seller may agree to change the Closing Date by joint written notice to Escrow Holder. If Escrow Holder cannot close escrow on or before the Closing Date, it will nevertheless close this escrow when all conditions have been satisfied or waived unless, after the Closing Date and prior to the Close of Escrow, Escrow Holder receives a written notice to terminate this escrow from a Party who, at the time the notice is delivered, is not in default under this Agreement.

5.3. Extension of Escrow. Buyer shall have one option to extend the Close of Escrow for an additional sixty (60) days for a $5,000 non-refundable extension deposit that will not be applied to the purchase price. The City Manager may authorize additional extensions of escrow not to exceed a cumulative of sixty (60) days at the City's discretion.

6. Title

6.1. Policy. As a condition to the Close of Escrow, title shall be evidenced by the willingness of the Title Company to issue its ALTA Owner's Policy of Title Insurance with extended coverage, inclusive of any endorsements requested or required by Buyer or its lender, in the amount of the Purchase Price showing title to the Property vested in Buyer upon conveyance of the Grant Deed subject to the Approved Conditions of Title and such other exceptions to title as may be set forth in the Report and not objected to by Buyer.

6.2. Condition of Title. At the Close of Escrow, title to the Property shall be conveyed to Buyer by the City subject only to the following Approved Conditions of Title:

A. a lien to secure payment of real estate taxes and assessments, not delinquent;

B. the lien of supplemental taxes;

C. matters affecting title to the Property created by or with the written consent of Buyer or which are waived or deemed approved by Buyer;

D. all matters which would be disclosed by an inspection or survey of the Property as approved by Buyer; and

E. all exceptions which are disclosed by the Report, and which are approved by Buyer in accordance with this Agreement.

6.3. Title Exceptions. It is acknowledged and agreed by the City and Buyer that the listing of the Approved Conditions of Title shall be subject to Buyer's approval during the Feasibility Period. If Buyer (A) does not terminate the Agreement at or prior to the end of the Feasibility Period or (b) otherwise object thereto as set forth in any Buyer's notice pursuant to Section 8.3 given by Buyer to City, then Buyer's approval shall be deemed given to the City.

7. Conditions to Close Escrow

7.1. Conditions to Buyer's Obligations. Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions for Buyer's benefit or Buyer's waiver thereof, on or prior to the dates designated below for the satisfaction of such conditions:

A. City's Obligations. As of the Close of Escrow, City shall have performed all of the obligations required to be performed by City under this Agreement.

7.2. Conditions to City's Obligations. For the benefit of the City, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or City's waiver thereof, it being agreed that City may waive any or all of such conditions, in its sole and absolute discretion):

A. Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer including, without limitation, the timely deposit of all monies required to be deposited by Buyer under this Agreement.

8. Buyer's Obligations

8.1. Review of the physical condition and records.

A. Buyer shall have the Feasibility Period, to satisfy itself in its sole and absolute discretion, with all physical, legal and investment aspects of the Property and its condition and suitability for Buyer (including, without limitation, zoning; the environmental and physical condition of the Property and any other portion of the Property).

B. If, prior to the expiration of the Feasibility Period, Buyer notifies City and Escrow Holder in writing of Buyer's disapproval of the Property, such disapproval shall act to terminate this Agreement and the Escrow created

pursuant hereto, in which event Buyer and City hereby direct Escrow Holder to pay the Deposit to Buyer. If, prior to the expiration of the Feasibility Period, Buyer notifies City in writing of Buyer's approval of the Property, or if Buyer fails to notify City and Escrow Holder of Buyer's approval of the Property on or before the end of the Feasibility Period, such approval shall satisfy this condition. Upon satisfaction of this condition, Escrow Holder shall release Buyer's Deposit to the City.

C. Buyer agrees not to disclose any confidential or proprietary information contained in any such document or material reviewed by or provided to Buyer except to the extent that such disclosure is required by any judicial proceeding (including a court order), federal, state or local law or is to Buyer's officers, attorneys, prospective lenders, agents or employees (provided that Buyer shall require each of the same to hold such information as confidential). Buyer's obligation under the immediately preceding sentence shall survive any termination of this Agreement. Buyer shall have until the end of the Feasibility Period to satisfy itself as to the review and approval of such documents and materials and the condition and suitability of the Property.

D. Buyer hereby agrees to indemnify, defend, protect and hold the City, its agents, officers, and legislators, and the Property harmless from and against any and all claims, liabilities, obligations, costs, losses, damages and/or expenses, of any kind or nature (including, without limitation, reasonable attorneys' fees and costs), arising out of or resulting from any submittal(s) affecting the Property by or for Buyer and/or any such entry and/or activities upon the Property by Buyer, its employees, agents, contractors and/or subcontractors and Buyer agrees, at its sole cost and expense, to restore the Property to its condition existing prior to the conduct of any such activities upon the Property by Buyer, its employees, agents, contractors and/or subcontractors. The provisions of this section shall survive the termination of this Agreement and the Close of Escrow and delivery of the Grant Deed.

8.2. Buyer's Review of Title.

A. Buyer shall have until the Feasibility Period to give City and Escrow Holder written notice of Buyer's disapproval or conditional approval of any matters shown in the Report. The failure of Buyer to give notice on or before the Feasibility Period shall be deemed to constitute Buyer's approval of the condition of title to the Property unless Buyer shall have terminated this Agreement.

B. If Buyer disapproves or conditionally approves any matter of title shown in

the Report, then on or before the expiration of thirty (30) days from the date of City's receipt of Buyer's notice, the City may elect to eliminate or ameliorate to Buyer's satisfaction the disapproved or conditionally approved title matters. City shall give Buyer written notice not later than thirty (30) days after City's receipt of Buyer's notice of those disapproved or conditionally approved title matters, if any, which City agrees to either eliminate from the Title Policy as exceptions to title to the Property or to ameliorate to Buyer's satisfaction by the Closing Date. If the City does not elect to eliminate or ameliorate to Buyer's satisfaction any disapproved or conditionally approved title matters, or if City is unable to eliminate or ameliorate to Buyer's satisfaction all such disapproved matters prior to the Closing Date, then Buyer shall elect by written notice to City and Escrow Holder on or before the Feasibility Period, to: (1) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (2) terminate this Agreement and the Escrow created pursuant hereto, in which event, Escrow Holder shall disburse the then amount of the Deposit together with any interest accrued thereon to Buyer.

8.3. Deposit. Buyer shall deposit or cause to be deposited with Escrow Holder, the Deposit, as provided in Section 4.1.

8.4. Closing Statement. The Closing Statement, signed by Buyer.

8.5. Forms. Any transfer tax form, affidavit or declaration required by any laws with respect to the transfer of title to the Property, signed by Buyer in form for filing with the applicable governmental authority.

8.6. Other Items. Such other sums required hereunder or reasonably required by the Title Company for the Close of Escrow and such other documentation and/or instruments required hereunder or reasonably required by City or the Title Company for the Close of Escrow.

9. City's Obligations

9.1. Due Diligence Materials. Within five (5) business days of the Opening of Escrow, City shall deliver to Buyer those certain documents and materials, if any, shown on Exhibit A attached hereto. Buyer acknowledges and agrees that such Due Diligence Materials have been prepared by third parties or are based on information provided by third parties, and City does not warrant the accuracy or completeness of such information contained therein. If this Agreement is terminated for any reason, Buyer shall return all Due Diligence Materials, and any copies thereof, to City.

9.2. Deposits by City. At least one (1) business day prior to the Close of Escrow, City shall deposit or cause to be deposited with Escrow Holder the following documents and instruments: Grant Deed, duly executed by City and acknowledged, in the form attached hereto as Exhibit C.

9.3. Settlement Statement. A closing statement prepared (or approved) by the Title Company and approved by City and Buyer, signed by City.

9.4. Transfer Tax Documentation. Any transfer tax form, affidavit or declaration required by any laws with respect to the transfer of title to the Property, signed by City in form for filing with the applicable governmental authority.

9.5. Other Documentation. Such other documentation and/or instruments required hereunder or reasonably required by Buyer or the Title Company for the Close of Escrow (it being understood that City and Buyer shall not be required to execute or deliver any document or instrument that materially increases any of either party's obligations or materially decreases either party's rights under the terms and provisions of this Agreement).

10. Right to Enter onto the Property

10.1. Right to Enter the Property. Buyer and its employees, agents and independent contractors may, prior to the Close of Escrow, reasonably go upon the Property to, at Buyer's sole cost, inspect, survey and test the Property and other similarly related activities after receiving written approval from the City. Should Buyer's right to purchase the Property terminate, Buyer will, immediately after such termination, at Buyer's sole cost, return the Property to its physical condition immediately before such damage or as close thereto as reasonably possible. Buyer shall not conduct any borings or other invasive testing on or about the Property without first obtaining the prior written consent of City, which consent shall not be unreasonably withheld; provided, however, that Buyer shall provide City with copies of all tests and reports received by Buyer in connection therewith and Buyer shall return the Property to its former condition at the conclusion of such tests and borings.

10.2. Indemnification. Buyer will indemnify, defend and hold City and the Property harmless from any claim, loss, cost, damage, liability, lien, action or judgment (including, without limitation, City's reasonable attorneys' fees and court costs) arising in connection with the acts or omissions of Buyer or any its employees, agents or independent contractors. Termination of this Agreement will not terminate Buyer's obligations hereunder.

10.3. Insurance. Buyer must have insurance in the following amounts prior to entry on the Property and at all times until Close of Escrow:

A. General liability insurance with at least $1 Million combined single-limit coverage per occurrence for bodily injury and property damage; and

B. Automobile liability insurance of $1 Million combined single-limit per accident for bodily injury and property damage; and

C. Workers' compensation and employer's liability insurance as required by

the California Labor Code, as amended, or certificate of sole proprietorship.

D. Each policy must name the City specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation policy.

E. Buyer agrees to deposit with City, prior to entry to the Site, one Certificate of Insurance for each of the policy or policies necessary to satisfy the insurance provisions of the Feasibility Period and to keep such insurance in effect during the entire Feasibility Period. Said Certificate of Insurance shall be reviewed by, and acceptable to, the City Attorney, prior to entry. Buyer will also deposit with the City prior to entry, an Additional Insured Endorsement naming City specifically and separately as a "additional insured," with the exception of the worker's compensation policy.

11. Costs

11.1. City's Charges. City shall pay (i) any documentary transfer tax imposed by the County, (ii) the CLTA Standard owner's title policy premium or its equivalent (but not the added premium for an extended coverage ALTA policy), (iii) one-half (1/2) of Escrow Holder's fee, and (iv) usual City's document-drafting and recording charges.

11.2. Buyer's Charges. Buyer will pay (i) one-half (1/2) of Escrow Holder's fee, (ii) the extra premium for any ALTA title policy or any added endorsements (ordered by Buyer in the manner permitted by the terms of this Agreement) over and above that of the premium of the CLTA Standard owner's title policy or its equivalent, (iii) the premium for City's Title Policy insuring the validity and priority of the lien of the Deed of Trust, and (iv) usual Buyer's document-drafting and recording charges.

11.3. Broker. Each party represents that no person, corporation, or partnership acting as a real estate broker, finder or real estate agent has brought about this Agreement.

12. Entitlements

12.1. No Effect on Police Powers. Buyer acknowledges that the Entitlements involve the need for staff and the City Council to act in the public interest and according to applicable legal requirements without regard for this Agreement. Nothing in this Agreement shall in any manner affect the City Council or Planning Commission's sole and absolute discretion to disapprove, modify, or otherwise take any action regarding an application or request for any of the Entitlements to the extent such Entitlement is considered by either the City Council or the Planning Commission. This includes, but is not limited to, any and all requirements as set forth in the California Environmental Quality Act ("CEQA") Cal. Pub. Res. Code §§ 2100 et. seq.

12.2. Submittals. Buyer shall bear all costs, fees, charges and expenses attributable to, or incurred or otherwise payable in connection with, any such submittal(s) for Entitlements. Buyer hereby agrees, that upon any termination of this Agreement in accordance with the provisions hereof all reports, plans, drawings, studies and other documents associated with the submittal(s) which Buyer prepares or causes to be prepared with respect to the Property shall be delivered to, and become the property of, the City. However, should the termination be due to a failure to secure approval of the Project after submitting a complete application consistent with local, state, and federal laws, then Buyer may retain said documents.

13. Termination

13.1. Breach. Time is expressly stated to be of the essence of each and every provision of this Agreement wherein time for performance is set forth. In all other respects, the parties hereto covenant to perform their obligations in an expeditious manner. Failure to comply with this provision shall be a material breach of this Agreement.

13.2. Termination. This Agreement must be executed by Buyer within 30 days of the approval of this Agreement by the City Council.

Liquidated Damages. BUYER AND CITY AGREE THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF CITY'S DAMAGES IF ESCROW FAILS TO CLOSE DUE TO THE DEFAULT OF BUYER. IN THE EVENT THE CLOSE OF ESCROW DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF ANY DEFAULT BY BUYER, BUYER AND CITY AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH CITY MAY SUFFER. THEREFORE, BUYER AND CITY HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT CITY WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE AN AMOUNT EQUAL TO THE DEPOSIT AMOUNT. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS SECTION, SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER OF ITS OBLIGATION TO PURCHASE THE PROPERTY. UPON SUCH DEFAULT BY BUYER, CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE TERMINATED AND CITY SHALL HAVE THE RIGHT TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND/OR ESCROW HOLDER. IN ADDITION TO SUCH LIQUIDATED DAMAGES, CITY SHALL BE ENTITLED TO (I) ENFORCE ITS REMEDIES UNDER ANY INDEMNIFICATION CONTAINED IN THIS AGREEMENT, AND (II) COLLECT ANY ATTORNEYS' FEES OR OTHER COSTS INCURRED IN ENFORCING THE PROVISIONS OF THIS PARAGRAPH.

14. Sole Reliance

Except as expressly set forth herein, Buyer represents and warrants that it is relying solely upon its own inspection, investigation and analyses of the Property in purchasing the Property and is not relying in any way upon any representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information, documentation or material furnished by City or its representatives, whether oral or written, express or implied, or arising by operation of law, of any nature whatsoever regarding any of the foregoing matters.

15. As is, Where is

Except as expressly set forth herein, Buyer represents and warrants that it is acquiring the Property on an "as is," "where is," and "with all faults" basis without representation or warranty by City whatsoever including, without limitation, in connection with hazardous materials, substances or conditions; the water, soil, and geology, and the suitability thereof and of the Property for any and all activities and uses which Buyer may elect to conduct thereon; habitability, merchantability, or fitness for a particular purpose of the Property; the manner, construction, condition, and state of repair or lack of repair of the improvements or any other portion of the Property; compliance with laws, statutes, codes, ordinances, orders, decisions, rules and/or regulations; the leases and superior instruments and/or other restrictions, obligations, rights of way or conditions affecting the ownership, use, operation, development or operation of the Property. Further, and without limiting any of the foregoing, Buyer represents and warrants that no patent or latent condition affecting the Property in any way, discoverable or hereafter discovered, shall affect Buyer's obligation to purchase the Property or any of Buyer's other obligations contained in this Agreement, nor shall any such condition give rise to any right of damages, rescission or otherwise against City. Further, and without limiting any of the foregoing, Buyer acknowledges that City has not warranted and does not hereby warrant that any improvements will meet or comply with the requirements of any health, fire, building, zoning, or safety code, ordinance or regulation of the state of California, or any other authority or jurisdiction and that City has not warranted and does not hereby warrant that the Property will meet or satisfy any particular use, purpose, development or operation, and that City has not made any warranty and does not hereby make any warranty regarding solid waste as defined in the U.S. Environmental Protection Agency Regulations at 40 C.F.R. Pt. 261, or the disposal or existence in, on or emanating from the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated there under. Further, and without limiting any of the foregoing, Buyer hereby releases City from all risks and liability (and agrees that City shall not be liable for any special, direct, indirect, consequential, or other damages) resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair or operation of the Property and City shall under no circumstances be liable for any special, indirect or consequential damages in the event of any breach by City. The provisions of this section shall survive closing hereunder. Nothing in this section shall in any manner be construed as any representation, assurance or warranty of any kind by City.

16. Attorney's Fees, Costs and Expenses

In the event legal action is brought to enforce the terms of or to declare a termination of this Purchase and sale Agreement for reason of breach thereof, the unsuccessful Party shall pay all of the successful Party's costs of such action, together with reasonable attorney's fees, in an amount to be fixed by the court.

17. Assignment

Buyer shall not assign, transfer or convey its rights and/or obligations under this Agreement and/or with respect to the Property without the prior written consent of City, which consent City may withhold in its sole and absolute discretion. Any attempted assignment without the prior written consent of City shall be void and Buyer shall be deemed in default hereunder. The City shall have the right to ensure that the proposed assignee has the financial capability and development experience to complete and fulfill the obligations of this Agreement.

18.

All notices between the City and Buyer pursuant to the Agreement shall be in writing and shall be given by personal delivery, overnight delivery service, certified or registered mail, facsimile or telecopy to the addresses set forth below. The addresses may be changed by giving (ten) 10 days written notice.

City
City of Escondido
Attention: Director of Community Development
201 N. Broadway
Escondido, CA 92025

with a copy to:
Michael McGuinness, Esq.
City Hall, Second Flor
201 N. Broadway
Escondido CA 92025
Fax: (760) 741-7541

Buyer
555 W. Grand Avenue, LLC
Attention: Edward McCoy
3305 Jasmine Place
Escondido, CA 92025
Phone: (858) 752-4121

19. Miscellaneous

19.1. Applicable Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the North County Division of the San Diego County Superior Court or federal courts located in San Diego County, California.

19.2. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

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

19.4. Captions. Any captions to, or headings of, the sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

19.5. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

19.6. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference.

19.7. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

19.8. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

19.9. Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

19.10. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and City as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

19.11. Partial Invalidity. If any portion of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way effect the

validity or enforceability of the remaining portions of this Agreement.

19.12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19.13. Preparation of Agreement. Buyer and City acknowledge that the provisions and language of this Agreement have been negotiated, and agree that no provision of this Agreement shall be construed against either party by reason of such party having drafted such provision or this Agreement.

19.14. Execution of Agreement. This Agreement is transmitted for examination only and does not constitute an offer, and the Agreement shall not become effective until a fully executed original hereof shall be delivered to Buyer and City.

19.15. No Equitable Ownership. Prior to the conveyance of title to the Property to Buyer, Buyer shall not acquire, assume or otherwise obtain any equitable ownership claim or interest in the Property in any manner whatsoever.

19.16. Administrative Decisions. Where this Agreement may require approvals, interpretations, or other decisions, the City Manager or designee may make said decisions in accordance with the terms and conditions of this Agreement and City policies and procedures.

IN WITNESS WHEREOF, the Parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

555 W GRAND AVENUE, LLC

Date:_____ _____
Edward McCoy, General Partner

CITY OF ESCONDIDO

Date:_____ _____
Paul McNamara, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

EXHIBIT A

Within five business days of the Opening of Escrow, Seller will, to the extent the same are within Seller's possession or control, deliver to Buyer copies of the following:

Phase I report
Phase II report
Engineering Studies
Improvement Plans
Consultant Reports
ALTA Surveys
Appraisals
Market Research
Financial Projections
Site & Landscape Plans

EXHIBIT B

LEGAL DESCRIPTIONS

Portion of APN 233-022-21 and 233-022-23

THAT PORTION OF LOTS 1 AND 2 IN BLOCK 75, ACCORDING TO MAP NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON JULY 10, 1886, LOCATED WITHIN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK 75, NORTH 59° 13'21" EAST, A DISTANCE OF 22.35 FEET TO A POINT OF INTERSECTION WITH A 598.00 FOOT RADIUS CURVE CONCAVE NORTHERLY AS SHOWN ON PARCEL MAP NO. 11860, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON DECEMBER 18, 1981 AS FILE NO. 81-396199, SAID POINT ALSO BEING THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID BLOCK 75, NORTH 59° 13'21" EAST, A DISTANCE OF 77.53 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2, SOUTH 30° 42'25" EAST, A DISTANCE OF 54.53 FEET TO A POINT OF INTERSECTION WITH SAID 598.00 FOOT RADIUS CURVE CONCAVE NORTHERLY, A RADIAL BEARING TO SAID POINT BEARS SOUTH 0° 10'24" EAST; THENCE WESTERLY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 9° 05'09", A DISTANCE OF 94.83 FEET TO THE **TRUE POINT OF BEGINNING.**

DESCRIBED PORTIONS CONTAIN AN AREA OF 2,233 SQ. FEET, MORE OR LESS.

EXHIBIT C

RECORDING REQUESTED BY And When Recorded Mail To: City Clerk City of Escondido 201 North Broadway Escondido, CA 92025	
APN:	No recording fee required; this document exempt from fee pursuant to Section 27383 of the California Government Code.

CITY OF ESCONDIDO
GRANT DEED

ESC. DOCUMENT NO. M-

This deed exempt from tax - Section 11922 of the California Revenue and Taxation Code

THE CITY OF ESCONDIDO, a municipal corporation, for a valuable consideration, DOES HEREBY GRANT to

all that real property described as follows:

LEGAL DESCRIPTION ATTACHED

IN WITNESS WHEREOF, the City of Escondido has caused this deed to be executed by its Real Property Manager, pursuant to City Council Resolution No. XXXX-XXX, adopted XXXXX XX, XXXX, authorizing such execution, this XXXX day of XXXX XX, XXXX.

THE CITY OF ESCONDIDO

By:_____
Vince McCaw
Real Property Manager

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Consent Item No. 7 **October 23, 2019** **File No. 0470-35**

SUBJECT: Bid Award for the 2019 Street Rehabilitation and Maintenance Project Rebid

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-160 authorizing the Mayor and City Clerk to execute a Public Improvement Agreement ("Agreement") in the amount of $5,062,218 with Eagle Paving Company Inc., determined to be the lowest responsive and responsible bidder, for the Rebid 2019 Street Rehabilitation and Maintenance Project ("Project").

FISCAL ANALYSIS:

The Annual Pavement Management Program Project is funded by the FY 19-20 CIP budget, which includes Gas Tax, General Street Project, TransNet, and Road Maintenance and Rehabilitation Account ("RMRA") funds.

PREVIOUS ACTION:

On August 21, 2019, the City Council approved staff's recommendation to reject all bids for the Project. The Project was revised to extend the duration of working days and make other payment item adjustments designed to reduce the bid amount.

BACKGROUND:

This Project will complete both rehabilitation and maintenance work as part of the City of Escondido's Annual Street Maintenance Program, and will focus on residential streets located in Maintenance Zone W, which is the area west of Interstate 15 between State Route 78 and Felicita Avenue. Substantial work is also expected on several local collector and above classified streets. The Project will resurface approximately 71-lane miles of pavement, replace 0.59-miles of sidewalk, add or re-stripe 2.5-miles of bike lanes, install 51 pedestrian ramps, and replace 90 street-trees that are damaging sidewalks.

On October 10, 2019, five sealed bids were received in response to the advertised request for bids on the Project. The base bid amounts are listed below:

Eagle Paving Company Inc.	$5,033,238.00
Hazard Construction Co.	$5,087,435.22
ATP General Engineering Contractors	$5,472,290.43
Ramona Paving & Construction Corp.	$5,301,535.24
All American Asphalt	$5,813,978.00

Staff recommends that the bid submitted by Eagle Paving Company, Inc. be considered the lowest responsive and responsible bid. Staff further recommends that Additive Alternative 1 be added to the contract to add fiber reinforcing in the amount of $28,980, and that the Agreement be authorized with Eagle Paving Company, Inc. for the Rebid 2019 Street Maintenance and Rehabilitation Project in the amount of $5,062,218.

Eagle Paving Company's bid fell within the Engineer's Estimate range of $4,600,000 to $5,200,000. The re-bidding effort was successful in that it resulted in a reduction in the amount of the lowest bid by $363,962. The lower revised bid amount falls within the annual budget for the project that includes $4.8-Million in gas tax, TransNet and RMRA annual budgeted funds, and $247,976 in General Street Project funds remaining from previous projects as a result of grant funds secured.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
10/16/19 5:39 PM

ATTACHMENTS:

1. Resolution No. 2019-160
2. Resolution No. 2019-160 Exhibit "1" Public Improvement Agreement with Eagle Paving Company, Inc.

RESOLUTION NO. 2019-160

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AWARDING A BID FOR THE 2019 STREET REHABILITATION AND MAINTENANCE PROJECT REBID; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, ON BEHALF OF THE CITY, A PUBLIC IMPROVEMENT AGREEMENT WITH EAGLE PAVING COMPANY, INC.

WHEREAS, the City Council has allocated funding in the adopted Capital Improvement Program Budget for the City's Annual Street Management Program; and

WHEREAS, a notice inviting bids for said improvements was duly published; and

WHEREAS, pursuant to said notice, five (5) sealed bids for the project were opened and evaluated on October 10, 2019; and

WHEREAS, Eagle Paving Company, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to award this contract to Eagle Paving Company, Inc. in the amount of $5,062,218.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Public Improvement Agreement with Eagle Paving Company, Inc. in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "1," and subject to final approval as to form by the City Attorney.

PUBLIC IMPROVEMENT AGREEMENT

This "Agreement", dated the _____ day of _____, 20____, in the County of SAN DIEGO, State of California, is by and between **THE CITY OF ESCONDIDO** (hereinafter referred to as "CITY"), and _____ (hereinafter referred to as "CONTRACTOR").

The CITY and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. The complete contract includes all of the Project Documents described in the General Conditions, which are incorporated by reference. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform, within the time set forth in Paragraph 4 of this Agreement, everything required and reasonably inferred to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction of

2019 Street Rehabilitation and Maintenance Project Rebid

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner, free from defects, in strict accordance with the plans, drawings, specifications and all provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the CITY for any damages and resulting costs, including consultants' costs, arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project documents. Such protest shall not be effective unless reduced to writing and filed with the CITY within **three (3) working days** of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project documents.

3. CITY shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of _____ Dollars ($_____).

4. The work shall be commenced on or before the ninetieth (90^{th}) day after this Agreement is fully executed, and shall be completed within **one hundred (100) working days** from the date specified in the Notice to Proceed.

5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the CITY will suffer damage. It being impractical and infeasible to determine the amount of actual damage(s), in accordance with Government Code Section 53069.85, it is agreed

that CONTRACTOR shall pay to CITY as fixed and liquidated damages, and not as a penalty, the sum(s) indicated in the LIQUIDATED DAMAGES SCHEDULE below for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the CITY as provided in the General Conditions.

Liquidated damages schedule:

If the overall project is delayed **one (1) calendar day or more**, the rate shall be $250/day.

Acknowledged: _____
Initials of Principal

6. In the event CONTRACTOR, for a period of **ten (10) calendar days** after receipt of written demand from CITY to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said **ten (10) calendar days**, fails to continue to do so, then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor, or demanding the surety hire another contractor, or by any combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or to become due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY. The permissible charges for any such procurement of the completion of said work should include actual costs and fees incurred to third party individuals and entities (including, but not limited to consultants, attorneys, inspectors, and designers) and actual costs incurred by CITY for the increased dedication of time of CITY employees to the Project.

7. To the fullest extent permitted by law, the CONTRACTOR agrees to and does hereby agree to fully defend, indemnify and hold the CITY, its governing board, officers, agents, Project design team members (architect and consulting engineers), consultants, attorneys, and employees harmless of and from each and every claim, assertion, action, cause of action, arbitration, suit, proceedings, or demand made, and every liability, loss, judgment, award, damage, or expense, of any nature whatsoever (including attorneys' fees, consultant costs), which may be incurred by reason of:

   (a) Asserted and/or actual liability arises from claims for and/or damages resulting from damages for:

      (1) Death or bodily injury to persons.
      (2) Injury to, loss or theft of tangible and/or intangible property/ e.g. economic loss.
      (3) Any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project,

except for liability resulting from the sole active negligence, or willful misconduct of the CITY.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs on or off City property.

(c) Any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceedings, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. 2001-01), and updates or renewals, of the California Regional Water Quality Control Board Region 9, San Diego, which the CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction, reconstruction, maintenance, and/or repair of the work under this Agreement.

The CONTRACTOR, at CONTRACTOR's own expense, cost, and risk shall defend any and all actions, suit, or other proceedings that may be brought or instituted against the CITY, its governing board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the CITY, its governing board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, of every tier, to take out and maintain:

(a) General Liability and Property Damage Insurance as defined in the General Conditions in the amount with a combined single limit of not less that **$3,000,000 per occurrence**.

(b) Course of Construction / Builder's Risk Insurance. See Article 5.2 of General Conditions.

(c) Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

(1) Automotive and truck where operated in amounts as above

(2) Material hoist where used in amounts as above

(d) Workers' Compensation Insurance.

(e) Each insurance policy required above must be acceptable to the City Attorney, as follows:

(1) Each policy must name the CITY specifically as an additional insured under the policy on a separate endorsement page, with the exception of the workers' compensation and the Errors and Omissions policies.

(2) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage

must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

(3) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.

(f) In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within 14 days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

9. This Agreement is subject to California Public Contract Code Section 22300, which permits the substitution of securities for any monies withheld by the City under this Agreement, and permits the CONTRACTOR to have all payments of earned retentions by the City paid to an escrow agent at the expense of the CONTRACTOR.

10. Each and every provision of law and clause required by law to be inserted in this Agreement or its attachments shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction, without further changes to the remainder of the Agreement.

11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Escondido City Council.

12. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation.

13. The terms "Project Documents" and/or "Contract Documents" where used, shall refer to those documents included in the definition set forth in the General Conditions made a part hereof.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of CITY by its officers thereunto authorized and by CONTRACTOR, the date and year first above written.

CITY OF ESCONDIDO
a municipal corporation
201 North Broadway
Escondido, CA 92025

By: _____
Zack Beck, City Clerk

By: _____
Paul McNamara, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

CONTRACTOR

By: _____
Signature

_____
Print Name

_____
Title

By: _____
Signature*

_____
Print Name

_____
Title

(Second signature required only for corporation)

By: _____
Signature**

_____
Print Name

_____
Title

(CORPORATE SEAL OF CONTRACTOR, if corporation)

_____
Contractor's License No.

_____
Tax ID/Social Security No.

*If CONTRACTOR is a corporation, the first signature must be by one of the following officers of the corporation: Chairman of the Board, President, or any Vice President.

**If CONTRACTOR is a corporation, the second signature must be by a different person from the first signature and must be by one of the following officers of the corporation: Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

SECTION A-00610 - FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT,

That _____ ("Contractor") and _____ ("Surety") are held and firmly bound unto the CITY OF ESCONDIDO ("Owner") in the sum of _____ _____ Dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded and is about to enter into a contract with Owner to perform all work required under the Bid Schedule(s) of the Owner's specifications entitled,

2019 Street Rehabilitation and Maintenance Project Rebid

WHEREAS, the provisions of the Contract are incorporated by reference into this Faithful Performance Bond and shall be part of Surety's obligation hereunder.

NOW THEREFORE, if Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDED, that

(1) Any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release Contractor or Surety thereunder;

(2) Any extensions of time granted under the provisions of Contract shall not release either Contractor or Surety from their respective obligations to Owner;

(3) Notice of any such alterations or extensions of the Contract is hereby waived by Surety;

(4) Any payments (including progress payments) made on behalf of Owner to Contractor after the scheduled completion of the work to be performed pursuant to the Contract shall not release either Contractor or Surety from any obligations under the Contract or this Faithful Performance Bond, or both, including any obligation to pay liquidated damages to Owner; and

(5) To the extent Owner exercises its rights pursuant to this Bond, Owner shall be entitled to demand performance by the surety and be further entitled to recover, in addition to all other remedies afforded by law, its reasonably incurred costs to complete the work, attorneys fees and consultant costs, as well as actual costs incurred by OWNER for the

increased dedication/commitment of time of OWNER employees to the Project. These costs shall be in addition to the penal sum of the bond.

SIGNED AND SEALED, this _____ day of_____, 20___.

_____	_____
Contractor	Surety
	_____
	Address
	_____
	Phone No.

(SEAL)

BY _____	_____
Signature	Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

SECTION A-00620 - LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENT,

That _____ as Contractor, and _____ as Surety, are held and firmly bound unto the CITY OF ESCONDIDO, hereinafter called Owner, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said Owner to perform all work required under the Bid Schedule(s) of the Owner's specifications entitled,

2019 Street Rehabilitation and Maintenance Project Rebid

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, or for amounts due under the Unemployment Insurance Code, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such labor, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of the time granted under the provisions of said contract release either said Contractor or said surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of_____, 20___.

_____	_____
Contractor	Surety
	_____
	Address
	_____
	Phone No.
(SEAL)	
BY _____	_____
Signature	Signature

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

SECTION A-00630 - CITY OF ESCONDIDO BUSINESS LICENSE

In accordance with Municipal Code Section 16, the successful bidder is required to obtain a City of Escondido Business License prior to execution of contract.

The following information must be submitted to the City Clerk prior to execution of contract:

City of Escondido Business License No. _____

Expiration Date _____

Name of Licensee _____

_____

SECTION A-00660 - WORKERS' COMPENSATION INSURANCE CERTIFICATE

If self-insured for Workers' Compensation, the Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

> I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, Sections 1860 and 1861, and I will comply with such provisions before commencing the performance of the work of the contract.

Dated:_____ _____

Contractor

By:_____

Signature

SAMPLE NOTICE

(REQUIRED UNDER GENERAL CONDITIONS, ARTICLE 6.1.B)

TO THE PEOPLE ON THIS STREET:

WITHIN THE NEXT FEW DAYS, WORK WILL BE STARTED ON THE FOLLOWING PROJECT:

2019 STREET REHABILITATION AND MAINTENANCE PROJECT REBID

The work may cause some inconvenience, but will be of permanent benefit.

We shall appreciate your cooperation in the following matters:

1. Please be alert when driving or walking in the construction area.

2. Tools, materials and equipment are attractive to children. For the safety of the children, please keep them away.

3. Please report all inconvenience to the Foreman on the job, or to the City of Escondido Field Engineering Inspection Office, 839-4664. The name and phone number of the contractor are given below.

This work is being performed for the City of Escondido by:

We will endeavor to complete this work as rapidly as possible and with a minimum of inconvenience to you.

_____

ORDINANCE NO. 2019-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A MASTER AND PRECISE DEVELOPMENT PLAN AND DEVELOPMENT AGREEMENT FOR A 32-UNIT MIXED-USE DEVELOPMENT AND AUTHORIZING THE FILING OF A NOTICE OF EXEMPTION

APPLICANT: 555 W. Grand, LLC
CASE NO.: PHG19-0021

The City Council of the City of Escondido ("City"), California, DOES HEREBY ORDAIN as follows:

SECTION 1. The City Council makes the following findings:

a) 555 W. Grand, LLC ("Applicant") submitted a verified land use development application on approximately 0.45-acres of land generally located on the southeastern corner of W. Grand Avenue and Quince Street, north of Second Avenue, addressed at 555 W. Grand Avenue (APNs 233-022-01, -02, -21 and portion of -23), in the Mercado District of the Downtown Specific Plan, more particularly described as shown on Exhibit "A" (the "Property Description"), attached to this Ordinance and incorporated herein by this reference as though fully set forth. Said verified application was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case Nos. PHG19-0021 and SUB19-0008. The Applicant seeks approval of a Master and Precise Development Plan, and Development Agreement to construct a 32-unit mixed-use condominium project, as shown on Exhibits "D" (Master and Precise Development Plan), and on file in the Planning Division, and incorporated herein by this reference as though fully set forth.

b) The Planning Division of the Community Development Department completed its review and scheduled a public hearing regarding the application before

A COMPLETE COPY OF THIS ORDINANCE IS ON FILE IN THE OFFICE OF THE CITY CLERK FOR YOUR REVIEW.

ESCONDIDO
City of Choice

MOBILEHOME RENT REVIEW BOARD

Public Hearing Item No. 9 **October 23, 2019** **File No. 0697-20-10216**

SUBJECT: Short-Form Rent Increase Application Imperial Escondido Mobile Estates Mobilehome Park (File No. 0697-20-10216)

DEPARTMENT: Community Development Department, Housing & Neighborhood Services Division

RECOMMENDATION:

It is requested that the City Council adopt Rent Review Board Resolution No. 2019-04 granting an increase of 3.00 percent (an average of $16.21), as agreed upon by the Resident Representative and Park Representative. This is less than the allowable increase of 75 percent of the change in the Consumer Price Index, or 4.926 percent (an average of $26.62) for the period of December 31, 2016, to December 31, 2018.

BACKGROUND:

On June 8, 1988, the voters of Escondido approved an initiative Ordinance to enact Mobilehome Rent Control ("Proposition K"). Under Proposition K, if a park owner wants to increase rent, they must first obtain approval from the Mobilehome Park Rent Review Board ("Board"). As prescribed by the Ordinance, the Escondido City Council sits as the Rent Review Board. To request an increase, the park owner must file an application with the City. At a public hearing, eleven nonexclusive factors are considered: (1) changes in the Consumer Price Index ("CPI"); (2) the rent charged for comparable mobilehome spaces in Escondido; (3) the length of time since the last rent increase; (4) the cost of any capital improvements related to the spaces at issue; (5) changes in property taxes; (6) changes in any rent paid by the park owner for the land; (7) changes in utility charges; (8) changes in operating and maintenance expenses; (9) the need for repairs other than for ordinary wear and tear; (10) the amount and quality of services provided to the affected tenant; and (11) any lawful existing lease. (Escondido Municipal Code section 29-104(g)). Over time, this application became known as the "long-form" application. In 1997, the Board adopted changes to the Guidelines that allow for a "short-form" application that focuses on the change in the CPI. To qualify for a short-form hearing, a park owner may only request up to 75 percent of the change in the CPI for a maximum of a two-year period. The Board must presume an increase up to 75 percent of the CPI is fair, just and reasonable, but may consider other factors found in Escondido Municipal Code section 29-104(g). A short-form application must apply to 100 percent of all spaces in the park that are subject to rent control.

INTRODUCTION:

Imperial Escondido Mobile Estates ("Park"), located at 2300 E. Valley Parkway, has filed a short-form rent increase application. The Board is asked to accept the staff report, hear public testimony, and make a determination concerning the request in accordance with the Escondido Rent Protection Ordinance and the short-form procedures as outlined in the Rent Review Board Guidelines. The application and the staff report have been made available to the Board for review and consideration

prior to the hearing. The Park representative and the resident representative met on September 26, 2019, and October 7, 2019, to discuss issues at the Park and have signed a rent increase agreement.

THE RENT INCREASE APPLICATION:

Imperial Escondido Mobile Estates is a senior park with 250 spaces of which 200 spaces are subject to rent control. The Park is requesting an increase for the 200 rent controlled spaces. The other spaces not included in this application are on long-term leases or are occupied by management. Common facilities of the Park include two furnished clubhouses, two swimming pools, a Jacuzzi, shuffleboard courts, a recreational vehicle storage area, and two laundry facilities.

The application meets all the eligibility criteria for submittal of a short-form rent increase application.

PARK OWNER'S REQUEST:

On October 14, 2019, the Park amended their application to request an increase of 3.00 percent, which is less than 75 percent of the change in CPI for the period of December 31, 2018, to December 31, 2018. Seventy-five percent of the change in the CPI for the period of consideration is 4.926 percent, the average monthly increase would be $26.62 per space per month. The average monthly rent for the residents that are affected by this application is $540.43. At the requested 3 percent increase, the average monthly increase requested for the 200 affected spaces is $16.21 per space, per month.

Later this month, the Park will begin work to have all of the streets repaved. In December, the trees in the park will receive maintenance. Since the last increase, the Park has undertaken several maintenance projects, including rehabilitation of the main pool, installation of ADA compliant ramps and electrical system upgrades at both clubhouses, upgraded streetlights, and installation of new fencing throughout park.

This is the tenth rent increase request filed by this Park since the Ordinance was implemented. The last increase was granted in February 2016 for an average amount of $12.70 per space, per month.

RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse on Wednesday, September 11, at 7 p.m. The meeting was attended by approximately 75 residents, the Park owner's representative, attorney Jana Wiemann, Park Management and City Staff. Residents were briefed on the application and rent control procedures. Christine McNabb was elected to act as the resident representative.

In addition to questions regarding long-form and short form-rent increase applications, there were a number of questions about the CPI, long-term leases vs. short-term leases and questions for management regarding planned improvements. Residents also expressed concerns regarding the fence between the Park and the Escondido Creek Trail.

Ms. McNabb and the resident committee agreed to meet with Ms. Wiemann to discuss issues brought up by the residents and a compromise of the rent increase. On October 14, 2019, the resident representative and owner's representative signed a rent increase agreement amending the original application. A copy of the agreement is attached as "Attachment B." The agreement includes the following terms and conditions:

- The Park agrees to a three-year rent increase moratorium and will not submit a rent increase application until 2022; and
- The Park has agreed to a 3.00 percent increase.

CODE ENFORCEMENT INSPECTION:

An inspection of the common areas of the Park by the Code Enforcement Division of the City noted some violations of the Health and Safety Code. A copy of the Code Report ("Report") is attached as "Attachment A." The Owner and Owner's representative received a copy of the Report, and were made aware that no rent increase, if granted, may be implemented until all Health and Safety Code violations have been cleared. As of October 11, 2019, there is one outstanding Health and Safety Code violation that remains.

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Rent Review Board Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination will be mailed to the applicant and residents immediately upon adoption of the Resolution. The 90-day notice of any rent increase granted may be sent to the residents upon the adoption of the Resolution.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
10/16/19 3:41 p.m.

Karen Youel, Housing & Neighborhood Services Manager
10/16/19 3:52 p.m.

ATTACHMENTS:

1. Attachment A - Code Inspection Report
2. Attachment B – Resident and Park Agreement
3. Rent Review Board Resolution No. 2019-04
4. Rent Review Board Resolution No. 2019-04 – Exhibit A – Resident and Park Agreement

ATTACHMENT A

ESCONDIDO
City of Choice

DATE: **SEPTEMBER 18, 2019**

TO: **HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD**

FROM: **BILL KAW, SENIOR CODE ENFORCEMENT** BK

SUBJECT: **IMPERIAL ESCONDIDO MOBILE ESTATES RENT CONTROL**

Imperial Escondido Mobile Estates was inspected on September 13, 2019, with the lighting inspection conducted September 11, 2019. This inspection was a result of an application for a rent increase having been filed. Nine general violations and two lighting violations were found and noted in the attached inspection report.

The resident meeting was held September 11, 2019 and was attended by 75 residents, park management team, and three City staff. A resident representative was appointed for this park and given the paperwork to complete.

There were three code enforcement cases in this park during the past year. One case regarding trash and debris, one unfounded claim of a dead tree, and one backed up storm drain. All Code Enforcement cases have been resolved at the property at this time.

Cc: Bill Martin, Director of Community Development
Belinda Rojas, Rent Control Administration

ATTACHMENT A

ESCONDIDO
City of Choice

September 17, 2019

MOBILEHOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Owner: Imperial Escondido Mobile Estates
2300 East Valley Parkway
Escondido, CA 92027 BK

Park Management: Parklane Development and Management Corp
74998 Country Club Dr. Ste. 220 Box A
Palm Desert, CA 92260-1975

Park Manager: Dennis Papo **Phone:** (760) 745-5112

Inspection Date/s: 9/11/19
9/13/19

Inspector/s: Monica Pinaglia
Stephen Jacobson

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Code of Regulations, Title 25, Division I, Chapter 2 and the Escondido Zoning Code, Article 45. This inspection report only addresses health and safety issues that are related to areas for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

General Violations:

1. Label the breakers on the electrical box panel in main clubhouse. **25 CCR 1102(a).**

2. Obtain permit to install approved electrical conduits and junction boxes on lamp posts and street lights in common areas. **25 CCR 1102 (a), 25 CCR 1134(a).**

3. Install caps for all unused gas valves in laundry rooms one and two. **25 CCR 1102(a).**

4. Install required electrical conduits at sprinkler system timer in pool area one. **25 CCR 1102(a).**

5. Repair or replace dry rot and termite damage on patio cover structure at main clubhouse. **CCR 1605(a)(6)**

6. Repair door threshold to remove trip hazard on laundry room two and clubhouse two. **25 CCR 1605(a)(6)**

7. Repair broken concrete next to storm drain in front of space 183 to remove trip hazard. **25 CCR 1116(a)**

8. Maintain dumpster area free from overflowing trash. **25 CCR 1120(c)**

9. Replace the faulty GFI outlet in kitchen one. **25 CCR 1102(a)**

Areas of the park needing illumination per 25 CCR 1108

(Lighting Inspection; 09-11-19)

Two lighting violations noted.

1. Repair inoperable lamp post lighting in front of space 59.

2. Repair inoperable light in clubhouse two dining area.

LAW OFFICES OF JANA K. WIEMANN

3639 Midway Drive, Suite B-290 • San Diego • CA • 92110
Tel: (619) 518-1308 • Fax: (619) 876-4401
E-mail: jkwlaw@att.net

October 15, 2019

Christine McNabb Damien, Resident Representative
Imperial Escondido Mobile Estates
2300-202 E. Valley Parkway
Escondido, CA 92027

Re: Imperial Escondido / Rent Increase

Dear Chris:

I am happy that we were able to come to an agreement with the Park residents regarding the 2019 City rent increase application. The terms of our agreement are as follows:

(1) The Park will implement a 3.00% CPI increase effective February 1, 2020. Notices will be sent to all residents on or before October 31, 2019, providing them with the required 90 day notice of rent increase. California Civil Code §798.30.

(2) The Park agrees to a three (3) year rent increase moratorium. The Park submitted its application to the City of Escondido on July 31, 2019, and pursuant to the Ordinance the Park may submit a new rent increase application on July 31, 2020. Thus, the Park agrees not to submit a rent increase application with the City of Escondido until after July 31, 2022. At that time, the Park may request the full 75% CPI increase and go back for two (2) years, as provided in the Ordinance.

(3) Pursuant to the Mobilehome Residency Law and the Residency documents of the Park, a homeowner may be charged for services actually rendered which are not listed in the rental agreement after being given written notice thereof by the management, at least 60 days before imposition of the charge. California Civil Code §798.32(a). The Park served all residents with such a notice implementing charges for Waste-Water Flow and Trash & Recycling which became effective October 1, 2019. The increase to Homeowners for utility charges is the reason for the reduction in CPI from 4.926% to 3.00%.

I wanted to express my thanks to you, as the Resident Representative and the HOA Board for working with Park Ownership, management and myself in such a professional and amicable manner. I am pleased that the process went so well.

If you have any questions regarding the notices or any other matter, please do not hesitate to contact me. I can be reached at (619) 518-1308.

Sincerely,
LAW OFFICES OF JANA K. WIEMANN

By: Jana K. Wiemann, Esq.

ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS.

Christine McNabb Damien, Resident Representative

10/15/2019
Date

RESOLUTION NO. RRB 2019-04

A RESOLUTION OF THE ESCONDIDO MOBILEHOME RENT REVIEW BOARD MAKING FINDINGS AND GRANTING A RENT INCREASE FOR IMPERIAL ESCONDIDO MOBILE ESTATES

2300 E Valley Parkway, Escondido, CA
File Number 0697-20-10216

WHEREAS, Article V of Chapter 29 of the Escondido Municipal Code is a codification of the Escondido Mobilehome Rent Protection Ordinance ("Ordinance") and provides for mobilehome space rent regulation; and

WHEREAS, the City of Escondido Mobilehome Park Rental Review Board ("Board") is charged with the responsibility of considering applications for rent increases; and

WHEREAS, a Short-Form Rent Increase Application (“Application”) pursuant to Section 12 of the Rent Review Board Guidelines was filed on July 31, 2019, by Jana K. Wiemann, Esq., the representative for the Owner of Imperial Escondido Mobile Estates Mobilehome Park (“Park”), located at 2300 E. Valley Parkway in Escondido, and was amended on October 14, 2019. The Application applied to 200 of the 250 spaces; and

WHEREAS, this is the tenth rent increase application filed by the Park since the Ordinance became effective in 1988. The last rent increase was granted by the Board in February of 2016. The previous increase affected 239 spaces; the average increase was $12.70 per space, per month; and

WHEREAS, at the time of the current Application, the average monthly space rent was $540.43 for the 200 spaces subject to the short-form rent increase. The owner

requested a rent increase in the amount of 75% of the change in the Consumer Price Index (“CPI”) for the period December 31, 2016, through December 31, 2018, in accordance with the Rent Review Board short-form policy guidelines. The Application estimated this amount to be an average of $26.62 (4.926%) per space, per month; and

WHEREAS, a notice of the Park's Application was sent to all affected homeowners. All parties were given notice of the time, date, and place of the rent hearing before the Board; and

WHEREAS, on September 13, 2019, a Mobilehome Park Rent Review Code Enforcement Inspection Report (“Inspection Report”) was completed in the Park; and

WHEREAS, the resident representative and Park representative met to discuss issues brought up by the residents and a compromise of the rent increase. On October 14, 2019, the resident representative and owner representative signed a rent increase agreement amending the original application. The agreement, attached as Exhibit “A” to this Resolution and incorporated by this reference, contains the following conditions:

- The Park has agreed to a 3% increase; and
- The Park agrees to a three-year rent increase moratorium and will not submit a rent increase application until July 31, 2022.

WHEREAS, on October 23, 2019, the Board held its public hearing and after an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and

clarifying questions to the parties and Staff, the Board voted to grant an increase of 3.00 percent, an average of $16.21 per space, per month, for the 200 spaces that are subject to rent control.

NOW, THEREFORE, BE IT RESOLVED by the Rent Review Board of the City of Escondido, as follows:

1. That the above recitations are true.

2. That the Board has heard and considered all of the reports and testimony presented, and has considered the facts as outlined in the Short-Form Guidelines ("Guidelines").

3. That following the Guidelines, an increase based on 75% of the change in the CPI for San Diego Country from December 31, 2016, through December 31, 2019, would amount to 4.926 percent, which averages $26.62 per space, per month, for the 200 spaces that are subject to rent control. Based on the agreement between the Park and the Residents a 3% increase would amount to an average increase of $16.21 per space, per month, for the 200 spaces that are subject to rent control.

4. That the Board concluded that an increase of $16.21 per space, per month, is consistent with the Guidelines, and is a fair, just, and reasonable increase in light of the information presented by all parties.

5. That the short-form rent increase ("Increase") may not be implemented until after the health and safety code violations noted in the Inspection Report have been corrected, signed off, and are in compliance with the various state and local code sections as noted in the Inspection Report.

6. That the Increase may be implemented only upon the expiration of the

required 90-day notice to the residents, which may be issued upon the adoption of this Resolution.

LAW OFFICES OF JANA K. WIEMANN

3639 Midway Drive, Suite B-290 • San Diego • CA • 92110
Tel: (619) 518-1308 • Fax: (619) 876-4401
E-mail: jkwlaw@att.net

October 15, 2019

Christine McNabb Damien, Resident Representative
Imperial Escondido Mobile Estates
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Re: Imperial Escondido / Rent Increase

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Sincerely,
LAW OFFICES OF JANA K. WIEMANN

By: Jana K. Wiemann, Esq.

ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS.

Christine McNabb Damien, Resident Representative

10/15/2019
Date

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 10 **October 23, 2019** **File No. 0800-70**

SUBJECT: Continued Discussion of a Downtown Specific Plan Amendment and Master and Precise Development Plan for the Quince Street Senior Housing Project (PHG 17-0028)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council re-open the Public Hearing continued from September 25, 2019, and introduce Ordinance No. 2019-12 approving an amendment to the Downtown Specific Plan (DSP) and a new Planned Development (Master and Precise Development Plan) for the Quince Street Senior Housing Project.

PROJECT DESCRIPTION:

The Quince Street Senior project proposes to construct a five-story, affordable senior housing development with ground-floor parking and four stories of residences above, located at 220 N. Quince Street. The project involves the following components:

1. Amendment to the DSP
   - Allow ground-floor residential uses at subject property
   - Modify parking requirements for senior housing projects
   - Modify open space requirements

2. Planned Development Permit (Master and Precise Development Plan)
   - 145-unit senior housing project
   - 142 parking spaces

A detailed description and other background information about the project can be found in the September 25, 2019 City Council staff report, included hereto as Attachment 1.

PREVIOUS ACTION:

The City Council previously reviewed and considered the Quince Street Senior Housing project on September 25, 2019. At the conclusion of that Public Hearing, the Council voted 4-1 (Council member Mason voting “NO”) to continue the hearing to a future meeting date. During the course of their deliberations, various issues were raised regarding the design of the proposed project. The City Council discussed the proposed reduction in open space for the project. The primary concern was whether the amount of open space provided by the applicant would be adequate to serve future senior-

aged residents. There was also significant interest in providing additional landscaping enhancements to the north side of the project site, along the Escondido Creek Trail. Another area of concern was the amount parking provided on the project site.

The City Council also discussed the effect that the proposed changes to the DSP relating to parking and open space would have on other development applications in the DSP area in the future.

ANALYSIS:

1. **Downtown Specific Plan Amendment – Open Space Requirements**

Following the September 25, 2019, City Council meeting, staff reviewed the proposed amendment to the DSP relating to open space requirements. Of primary concern was whether the proposed reduction in the required amount of open space was warranted. Based on an analysis of projects under review, entitled, or constructed in the DSP area over the last decade, the current open space requirement of 300 square feet per unit has been difficult to achieve for higher-density projects, as demonstrated by the table below. With the exception of projects that include subterranean parking, no project greater than 49 units per acre has been able to meet the open space requirement.

Project:	Location:	Density (Units/Acre):	Unit Count:	Open Space (Per Unit)*:
Latitude II (Alcove)	610 N. Centre City Pkwy.	32.6	112	245 sq. ft.
Palomar Heights	555 E. Valley Pkwy	36.9	510	300 sq. ft.
Gateway Grand	700 W. Grand Ave.	48.6	126	303 sq. ft.
City Plaza**	300 S. Escondido Blvd.	68.8	55	310 sq. ft.
Latitude 33**	439 W. Washington Ave.	70.7	82	229 sq. ft.
555 W. Grand	555 W. Grand Ave.	79.8	32	257 sq. ft.
220 N. Quince Street Sr. Housing	**220 N. Quince Street**	**98.6**	**145**	**254 sq. ft.**
The Ivy	343 E. 2nd Ave.	126.7	127	171 sq. ft.

* Projects that do not provide the required 300 square feet of open space per unit have been required to process a Planned Development Permit and Development Agreement, or have had their open space requirements reduced as a concession related to a density bonus request.

** Contains subterranean parking garage

Staff also compared open space requirements for residential projects in the DSP to those in multi-family zones elsewhere in the city. In standard multi-family residential zones, open space requirements vary based on both density and bedroom count. For the lower density multi-family zoned properties (i.e. R-2 and R-3), open space is required at a rate of 400 square feet per unit plus 200 square feet per bedroom over one. In the higher density multi-family (i.e. R-4 and R-5), the per-unit requirement is only

200 square feet plus 200 square feet per bedroom over one. The decreased open space requirement for the R-4 and R-5 zones helps accommodate the higher densities permitted in those zones.

The relationship between housing density and open space is a critical one for site planning and private-development. Although large amounts of open space on a per unit basis can provide many open areas for resident play and recreation, it can also adversely affect the ability to achieve the densities desired or authorized. It is important to establish a balanced approach and "right-size" the open space requirements to make adjustments where development is envisioned to capture the highest density yields. That is, development scenarios that are anticipated at 75 or 100 units per acre in the DSP should result in very compact development patterns, rather than dispersed or semi-compact spaces with large areas designated for resident play and recreation. City staff believes that reducing the open space requirement for higher-density projects in the DSP area, in the same manner as is done in the multiple residential zones elsewhere in the city, is appropriate. Based on the urban environment envisioned for Escondido's downtown, staff does not recommend incorporating the per-bedroom requirement that is included for the multiple residential zones elsewhere in the city

Staff's overall recommendation to reduce in the open space requirement based on project density remains the same, with the caveat that senior housing projects shall not be treated differently than other residential projects. All other recommended revisions to the *Useable Open Space* section of the DSP remain the same as presented in the September 25, 2019, City Council staff report. Proposed revisions to this section are identified in Exhibit "B" to draft City Council Ordinance No. 2019-12.

2. Downtown Specific Plan Amendment – Parking Requirements

Similar to open space requirements, minimum parking requirements can be an impediment to providing housing opportunities since areas used for parking cannot be used for other purposes. In practice, if a city requires more parking than what is ultimately deemed necessary, fewer units could be constructed, resulting in lower densities and creating a barrier to smart-growth and transit-oriented development. This holds true even more so for housing for senior citizens, a demographic group shown to have lower car-ownership rates than the general population. Reputable agencies and organizations, including the Environmental Protection Agency and the American Planning Association, advocate for reducing parking requirements for senior (and affordable) housing projects as a way to help combat the current housing crisis.

The City Council approved modifications to parking requirements for senior housing projects city-wide in 2018, unless regulated otherwise by a specific plan. The proposed DSP amendment would make the 2018 modifications applicable to all properties in the DSP, as identified in Exhibit "B" to draft City Council Ordinance No. 2019-12.

3. Enhancement of Escondido Creek

In response to City Council comments provided at the September 25, 2019, City Council meeting regarding Escondido Creek, staff worked with the applicant to enhance the project's treatment of the

creek trail along its northern property line. Per discussion with the Fire Department, the proposed building design and construction type necessitate the fire lane adjacent to the creek in order to allow aerial apparatus (ladder truck) to reach rescue windows on the upper floors of the building. It also eliminates the need to provide a turn-around area for fire apparatus accessing the site from the alley on the east side of the building. The northerly twelve (12) feet of the fire lane will double as the Escondido Creek Trail, and thus will remain a paved surface. The rest of the fire lane would be constructed of a plantable material capable of supporting 75,000 pounds, such as "grass-crete" or other similar material. The fence previously shown on the plans between the building and the fire lane has been removed, allowing for contiguous green space between the building and the paved portion of the fire lane. A condition has also been added to the project which will require the developer to install and maintain a dog waste station in this area.

In addition, the applicant has agreed to install landscaping and irrigation in an approximately four (4) foot wide unimproved strip of land along the south side of the creek trail, running approximately 350 linear feet from the project's easterly property line to Centre City Parkway. This off-site improvement will enhance a portion of the trail used by the public at-large. Exhibits showing the proposed modifications along the creek trail, both adjacent to the building and along the off-site portion of the creek trail east of the project site, have been incorporated into Exhibit "C" to draft Ordinance No. 2019-12. Staff believes these improvements will provide a pleasing experience for project residents and creek trail users alike.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
10/16/19 3:41 p.m.

Adam Finestone, Principal Planner
10/16/19 3:47 p.m.

ATTACHMENTS:

1. Attachment 1 – September 25, 2019, City Council Staff Report with Attachments 1 and 2
2. Attachment 2 – September 25, 2019, City Council Minutes
3. Ordinance No. 2019-12
4. Ordinance No. 2019-12 – Exhibits A through F

ATTACHMENT 1

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 10 **September 25, 2019** **File No. 0800-70**

SUBJECT: Downtown Specific Plan Amendment and Master and Precise Development Plan for the Quince Street Senior Housing Project (PHG 17-0028)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council introduce Ordinance No. 2019-12 approving an amendment to the Downtown Specific Plan (DSP) and a new Planned Development (Master and Precise Development Plan) for the Quince Street Senior Housing Project.

PROJECT DESCRIPTION:

The project involves the following two requests:

1. Amendment to the DSP
   - Allow ground-floor residential uses at subject property
   - Modify parking requirements for senior housing projects
   - Modify open space requirements

2. Planned Development Permit (Master and Precise Development Plan)
   - 145-unit senior housing project

Specifically, the project would modify the parking requirements for senior housing projects in the DSP so that they match those identified in the Escondido Zoning Code. Open space requirements for residential and mixed-use projects in the DSP would be modified to encourage higher density development by allowing less open space per unit on a sliding scale for projects with higher densities. The Specific Plan Amendment would also remove the requirement to provide ground-floor retail or office uses along both street frontages on the project site, subject to approval of a Planned Development Permit.

The senior housing project would consist of 145 dwelling units (four studio units, 129 one-bedroom units and 12 two-bedroom units) on four floors above an at-grade parking garage with 142 parking spaces. The project would have a net density of 98.6 units per acre, and would be age-restricted for rental to seniors only. Additional detail on the project can be found in the background and analysis sections of this report, below.

The proposal also includes the adoption of the environmental determination prepared for the project.

LOCATION:

The parking and open space modifications would apply throughout the DSP area. The proposed senior housing project would be located on a 1.47 acre parcel on the northeast corner of N. Quince Street and W. Valley Parkway, addressed as 220 N. Quince Street (APN 229-331-10-00). The project site is directly across N. Quince Street from the Escondido Transit Center, and immediately south of the Escondido Creek Trail and flood control channel, and is depicted in Attachment 1 to the Planning Commission staff report, which itself is attached as Attachment 1 hereto.

FISCAL ANALYSIS:

The proposed Project is a private development project that will require the payment of fees in effect at the time permits are requested. The applicant has indicated that they may request affordable housing grants from the City, however no request has yet been made.

PREVIOUS ACTION:

On February 14, 2018, the City Council voted 3 – 1 – 1 (Diaz no, Abed abstained) to authorize the processing of a request for an amendment to the DSP that is part of the current project. (It should be noted that this authorization allowed the processing of two separate and unrelated requests to amend the DSP, the other of which would allow drive-thru facilities in certain districts of the DSP.)

On August 13, 2019, the Planning Commission voted 7 – 0 to forward the proposed project to the City Council with a recommendation for approval. Two members of the public spoke against the project, voicing general concerns with parking in the project vicinity. The aforementioned Planning Commission staff report and the Planning Commission meeting minutes are included as Attachments 1 and 2, respectively, to this staff report.

BACKGROUND:

Downtown Escondido is a dynamic city center offering cultural events, retail, services, business and medical offices, employment opportunities, and a range of housing types within the City's urban core. The proposed project would be located in the Gateway Transit District of the DSP, in a location designed to take advantage of proximity to transit and other commercial gods and services. The property is currently occupied by three large warehouse buildings and a smaller maintenance building, all of which would be demolished to make way for the project.

The applicant proposes to construct a 145-unit senior housing project on the 1.47-acre site, with a resulting density of 98.6 units per acre. The project would contain four stories of residential units on a podium deck above a grade-level parking garage. The podium would contain a large plaza and courtyard, and other interior and exterior open space areas would be provided on the project site. The residential unit mix would include four studio units, 129 one-bedroom units, and 12 two-bedroom units, ranging in size from 612 square feet to 869 square feet. The building would reach a maximum height

of 61-feet, and would include a variety of colors and materials, as well as decorative illuminated panels at the corner of W. Valley Parkway and N. Quince Street. A passenger loading and delivery zone would be provided at the main building entrance along N. Quince Street, with additional access available from within the garage. The project would be responsible for widening W. Valley Parkway to its ultimate width and would provide landscaping and other enhancement along both street frontages and adjacent to the Escondido Creek Trail. Emergency access would be provided to the site along the existing alley on the east side of the building and from the creek trail, which would be widened and enhanced as part of the project. Project plans are attached to draft City Council Ordinance No. 2019-12 as Exhibit "C."

ANALYSIS:

1. **General Plan / Zoning**

The City's General Plan and the Downtown Specific Plan (DSP) encourage high-density residential development in urbanized areas that are within close proximity to commercial uses, offer recreational opportunities, and provide convenient access to public transit. The subject property is located directly across N. Quince Street from the Escondido Transit Center, within the Gateway Transit District of the DSP, which makes it a prime candidate for this type of high-density development. At a yield of 145 dwelling units, the proposed project takes full advantage of the allowable density of 100 units per acre, with a density of 98.6 units per acre. Thus, the development embodies the land use densities envisioned for this area

2. **Downtown Specific Plan Amendment**

Three revisions to the DSP are proposed as part of this amendment. Each revision is summarized below, and analyzed in more detail in the aforementioned Planning Commission staff report. Revisions to DSP text and graphics are included as Exhibit "B" to draft City Council Resolution No. 2019-12.

Ground Floor Residential Use at the Project Site

The DSP currently requires ground-floor retail or office uses along both street frontages on the project site. The proposed project includes a parking garage on the entire ground floor, which would be an accessory use to the residential development above. Thus, the applicant has requested that Figure II-4 of the DSP be modified to allow ground-floor residential uses through a Planned Development Permit process.

Modification to Parking Requirements for Senior Housing Projects

Parking requirements for residential projects in the DSP do not identify different requirements for senior housing projects versus other residential projects that are not age-restricted. An amendment to the Escondido Zoning Code was recently adopted which modified parking requirements for senior housing projects elsewhere in the city. That amendment is not applicable to properties in the DSP area, so the

proposed DSP amendment would create consistency with parking requirements for senior housing projects City-wide.

Modification to Open Space Requirements

Recent experience has demonstrated that the current open space requirement in the DSP (300 square feet per unit) has been very difficult to achieve for higher-density projects. The only project above 50 dwelling units per acre that have been approved or constructed in the DSP area over the past decade, which provided the full 300 square feet of open space per unit, was able to do so because it included subterranean parking. The majority of recent downtown projects have provided approximately 250 square feet of open space per unit. (Reductions have been a result of density bonus concessions or through Development Agreement.)

The proposed modification is intended to incentivize the provision of higher density projects in the DSP area by reducing one of the impediments to their construction. Specifically, the open space requirement would be reduced on a sliding scale in relation to the project density. Projects proposing less than 30 dwelling units per acre would see no change in the current open space requirement (300 square feet per unit), however projects between 30 and 50 units per acre would have their open space requirement reduced to 250 square feet per unit, and those greater than 50 units per acre would see a reduction to 200 square feet per unit. Additionally, senior housing projects would have their open space requirement reduced to 150 square feet per dwelling unit, regardless of project density. Staff believes the reductions described above would be appropriate since higher density and senior housing projects tend to have smaller units (more studio and one-bedroom units), and therefore fewer residents per unit. Open space would be a reflection anticipated number of residents rather than number of units.

Another minor change to the open space requirements would revise the definition of “Useable Open Space” to ensure that it is, in fact, useable. To do so, minimum size of an area that could be counted as open space would be increased from 100 square feet to 200 square feet, and required setbacks from rights-of-way would be excluded. The last change would remove the requirement for a Development Agreement to allow reductions in minimum open space, and to remove the 50 percent limitation of that reduction. (A Planned Development Permit and commensurate publicly accessible open space or other public benefit would still be required.)

3. Planned Development Permit (Master and Precise Development Plan)

One of the proposed revisions to the DSP described above would allow the ground floor of the project site to be used for residential purposes, subject to issuance of a Planned Development Permit. In this instance, the ground floor of the site would consist of a parking garage, which is an accessory use to the residential uses proposed above. As such, the applicant has requested approval of a Planned Development Permit, consisting of a Master and Precise Development Plan, to construct the proposed 145-unit senior housing project. The project is briefly described in the Background section above, and discussed in-detail in the attached Planning Commission staff report.

4. Supplemental Details of Request

1. Property Size: 1.47 acres (net)

2. Density: 98.6 dwelling units per acre

3. Building Size: 205,670 SF including 145 residential units and garage
   4-stories over grade-level garage

4. Parking:

Current Requirement:	254 spaces
Per Specific Plan Amendment:	119 spaces
Provided:	142 spaces

5. Setbacks

	Required	Proposed
Front (W. Valley Pkwy):	14’ from ultimate curb face	14’ from ultimate curb face
Street Side (N. Quince St.):	14’ from ultimate curb face	14’ from ultimate curb face
Interior Side (alley)	0’	10’ (PL), 0’ (edge of easement)
Rear (flood control channel)	0’	11’

6. Signage: No signage has been proposed. All signage will be subject to conformance with the DSP and Article 66 (Sign Ordinance) of the Escondido Zoning Code.

7. Landscaping: New ornamental landscaping, irrigation, and street trees to be provided along W. Valley Parkway, N. Quince Street, and the Escondido Creek Trail. On-site landscaping on podium deck. Biofiltration basins built-in to the landscaped areas.

8. Street Improvements Widening of W. Valley Parkway by 7 feet to its ultimate width, including Class 2 bike lane. Drop-off zone to be provided along N. Quince Street. Median islands at creek trail crossing to be modified to accommodate emergency access vehicles.

9. Trash: Trash and recycling shoots on each residential floor; bins located in garage. Bins to be placed by utility gate along alley by staff on pick-up day(s)

ENVIRONMENTAL REVIEW:

A Draft Mitigated Negative Declaration (ENV 17-0008) was issued for the project for a thirty (30) day public review period beginning on June 7, 2019. Mitigation measures were developed to reduce potential impacts in the areas of cultural and tribal cultural resources, geology and soils, hazards and hazardous materials, and noise to a less than significant level. Three comments were received on the Draft document during the public review period, and have been addressed and incorporated into the Final Mitigated Negative Declaration which can be found at the following link:

https://www.escondido.org/north-quince-street-senior-housing-project.aspx

In staff's opinion, no significant issues remain unresolved through compliance with mitigation measures, code requirements and the recommended conditions of approval. The project will have no impact on fish and wildlife resources as no sensitive or protected habitat occurs on-site or will be impacted by the proposed development.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Mike Strong, Assistant Director of Planning
9/18/2019 4:27 p.m.

ATTACHMENTS:

1. Attachment 1 – August 13, 2019 Planning Commission staff report
2. Attachment 2 – August 13, 2019 Planning Commission Minutes
3. Ordinance No. 2019-12
4. Ordinance No. 2019-12 – Exhibits A through F

ATTACHMENT 1

PLANNING COMMISSION STAFF REPORT PACKET
PHG17-0028

(August 13, 2019)

Due to the number of pages of Attachment 1, the following link has been provided to review the document electronically on the City's web site:

https://www.escondido.org/Data/Sites/1/media/agendas/PC/2019/08.13.19PCAgendaPacket.pdf

A hard-copy of the Attachment is available for review in the Office of the Planning Division during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617 or Planning Division at (760) 839-4671.

CITY OF ESCONDIDO

ACTION MINUTES OF THE REGULAR MEETING OF THE ESCONDIDO PLANNING COMMISSION

August 13, 2019

The meeting of the Escondido Planning Commission was called to order at 7:00 p.m. by Chairman Spann, in the City Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: James Spann, Chairman; Don Romo, Vice-Chair; Michael Cohen, Commissioner; Joe Garcia, Commissioner; James McNair, Commissioner; Mark Watson, Commissioner; and Stan Weiler, Commissioner.

Commissioners absent: None.

Staff present: Mike Strong, Assistant Planning Director; Owen Tunnell, Assistant City Engineer; Adam Phillips, Senior Deputy City Attorney; Adam Finestone, Principal Planner; Jasmin Perunovich, Assistant Planner I; Ann Dolmage, Associate Planner; and Kirsten Peraino, Minutes Clerk.

MINUTES:

Moved by Commissioner Weiler, seconded by Commissioner Watson to approve the Action Minutes of the July 23, 2019 meeting with a modification to state that Brian Wilson spoke in favor of Item G.2, not in opposition. Motion carried unanimously (7-0).

WRITTEN COMMUNICATIONS: – Received.

FUTURE NEIGHBORHOOD MEETINGS: – None.

ORAL COMMUNICATIONS: – None.

PUBLIC HEARINGS:

1. CONDITIONAL USE PERMIT – PHG 19-0012:

REQUEST: A Conditional Use Permit to increase the capacity of an existing licensed residential care facility for the elderly (aged 60 and above), from six (6) to twelve (12) beds, on a 17,000 SF lot in the R-1-10 zone (Single-Family Residential, 10,000 SF minimum lot size). The request includes a proposed 1,656 SF, one (1) story, addition to the existing 2,450 SF, one (1) story, house and would increase the number of bedrooms from four (4) to nine (9). The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: Approximately 0.39-acres, at the western terminus of Heather Place, west of S. Orleans Avenue, addressed as 2512 Heather Place (APN: 231-640-25-00).

ENVIRONMENTAL STATUS: Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Section 15303, Class 3 "New Construction or Conversion of Small Structures."

STAFF RECOMMENDATION: Approval, with changes to the project's conditions of approval.

PUBLIC SPEAKERS:

Jacob Enriquez, spoke in opposition to the project.
Chris Keyser, spoke in opposition to the project.
Michael Van Linge, spoke in opposition to the project.
Debra Rogers, spoke in opposition to the project.
Gary Groenberg, spoke in opposition to the project.
Anthony Barber, spoke in opposition to the project.
Ronald Shook, spoke in opposition to the project.
Arni Montazer, Applicant, spoke in favor of the project.
Hamid Montazer, Applicant, spoke in favor of the project.

COMMISSIONER DISCUSSION AND QUESTIONS

The Commissioners discussed various aspects of the project.

COMMISSION ACTION:

Moved by Commissioner Weiler, seconded by Commissioner Watson to deny staff's recommendation for the proposed CUP. Motion carried unanimously (7-0); project was denied.

2. MASTER AND PRECISE DEVELOPMENT PLAN AND SPECIFIC PLAN AMENDMENT – PHG 17-0028:

REQUEST: A Master and Precise Development Plan and an amendment to the Downtown Specific Plan to allow for a 145-unit affordable senior housing project in the Gateway Transit District of the Downtown Specific Plan. The proposed senior housing project involves the demolition of three existing buildings; and the construction of a four-story structure above podium parking, with 142 parking spaces, and other associated improvements. The Specific Plan Amendment would allow ground-floor residential uses to be considered on the subject property, change the parking requirement for senior housing projects to be consistent the Escondido Zoning Code, and change the open space requirements for multi-family projects. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: A 1.47-acre lot on the northeast corner of W. Valley Parkway and N. Quince Street, addressed as 220 N. Quince Street (APN 229-331-10-00)

ENVIRONMENTAL STATUS:An Initial Study/Mitigated Negative Declaration (City File No. ENV 17-0008) was prepared and issued in compliance with all requirements contained in the California Environmental Quality Act (CEQA) and Article 47 (Environmental Quality Regulations) of the Escondido Zoning Code. Mitigation measures were developed to reduce potential impacts related to Cultural and Tribal Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, and Noise.

STAFF RECOMMENDATION: Approval, with changes to the project's conditions of approval.

PUBLIC SPEAKERS:

Matthew Jumper, Applicant, available for questions.
Maritza Ruvalcaba, spoke in opposition to the project.
Alicia Ruvalcaba, spoke in opposition to the project.

COMMISSIONER DISCUSSION AND QUESTIONS

The Commissioners discussed various aspects of the project.

COMMISSION ACTION:

Moved by Commissioner Cohen, seconded by Commissioner Watson to approve staff's recommendation with a change to Architecture and Design Condition #9 to read, "Louvered vents or other method of screening acceptable to the Director of Community Development shall be provided on the ground floor in order to screen the garage from public view. Wrought iron fencing is not sufficient." Motion carried unanimously (7-0).

CURRENT BUSINESS:

1. **Precise Development Plan (PHG 18-0047)** for a single-family residential development known as North Avenue Estates, containing 34 residential lots and five (5) open space lots. The proposal also includes the adoption of the environmental determination prepared for the project.

   LOCATION: North Avenue and Conway Drive (APNs: 224-153-19; -20)

   STAFF RECCOMENDATION: Approval

   PUBLIC SPEAKERS:

   Sean Doyle, Applicant, available for questions.

   COMMISSIONER DISCUSSION AND QUESTIONS

   The Commissioners discussed various aspects of the project.

   COMMISSION ACTION:

   Moved by Commissioner McNair, seconded by Commissioner Weiler to approve staff's recommendation carried unanimously (7-0).

ADJOURNMENT:

Chairman Spann adjourned the meeting at 9:01 p.m. to the next regularly scheduled Planning Commission meeting to be held at 7:00 p.m. on Tuesday, August 27, 2019 in the City Council Chambers, 201 North Broadway Escondido, California.

Mike Strong, Secretary to the
Escondido Planning Commission

Kirsten Peraino, Minutes Clerk

CITY OF ESCONDIDO

September 25, 2019
5:00 P.M. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 5:00 p.m. on Wednesday, September 25, 2019 in the City Council Chambers at City Hall with Mayor McNamara presiding.

ATTENDANCE:

The following members were present: Councilmember Olga Diaz, Deputy Mayor Consuelo Martinez, Councilmember John Masson, Councilmember Michael Morasco, and Mayor Paul McNamara. Quorum present.

ORAL COMMUNICATIONS

CLOSED SESSION: (COUNCIL/RRB)

MOTION: Moved by Deputy Mayor Martinez and seconded by to recess to Closed Session. Motion carried unanimously.

I. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))

a. **Case Name:** Crown Castle Fiber LLC V. City of Escondido, U.S. District Court
Case No: '19-CV-1056-DMS (WVG)

II. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))

a. Consideration of Opposing the Wireless Infrastructure Association's Petition for Declaratory Ruling with the Federal Communications Commission, In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment (WT Docket No. 17-79).

III. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)

a. **Property:** 1201 E. Washington Avenue, APN 230-141-01
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: KB Homes
Under Negotiation: Review Unsolicited Offer

b. **Property:** APNs 233-022-21 & 233-022-23
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: 555 W. Grand LLC
Under Negotiation: Price and Terms of Agreement

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ADJOURNMENT

Mayor McNamara adjourned the meeting at 5:20 p.m.

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Paul McNamara
CAACE20782954D3...
MAYOR

DocuSigned by:
Zack Beck
A58535D0BDC1430...
CITY CLERK

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CITY OF ESCONDIDO

September 25, 2019
6:00 P.M. Meeting Minutes

Escondido City Council

CALL TO ORDER

The Regular Meeting of the Escondido City Council was called to order at 6:00 p.m. on Wednesday, September 25, 2019 in the City Council Chambers at City Hall with Mayor McNamara presiding.

MOMENT OF REFLECTION
Zack Beck, City Clerk, led the Moment of Reflection.

FLAG SALUTE
Bill Martin, Director of Community Development, led the flag salute.

ATTENDANCE
The following members were present: Councilmember Olga Diaz, Deputy Mayor Consuelo Martinez, Councilmember John Masson, Councilmember Michael Morasco, and Mayor Paul McNamara. Quorum present.

Also present were: Jeffrey Epp, City Manager; Michael McGuinness, City Attorney; Bill Martin, Director of Community Development; Julie Procopio, Director of Engineering Services; Zack Beck, City Clerk.

PROCLAMATIONS
Rick Shell, President of the West Hillside Neighborhood Group, accepted the proclamation for National Neighborhood Day.

Anahid Brakke and John Millspaugh accepted the proclamation for San Diego Hunger Awareness.

PRESENTATIONS
Kevin O'Beirne, Major Projects Development Manager, presented an update regarding San Diego Gas & Electric.

Jason Foster, Administrative Services Director, presented regarding the San Diego County Water Authority.

CLOSED SESSION REPORT

I. CONFERENCE WITH LEGAL COUNSEL-- EXISTING LITIGATION (Government Code 54956.9(d)(1))

a. Case Name: Crown Castle Fiber LLC V. City of Escondido, U.S. District Court
Case No: '19-CV-1056-DMS (WVG)
Approved unanimously.

II. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE (Government Code 54956.9(d)(2))

a. Consideration of Opposing the Wireless Infrastructure Association's Petition for Declaratory Ruling with the Federal Communications Commission, In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment (WT Docket No. 17-79).
Approved unanimously.

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III. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code §54956.8)

a. **Property:** 1201 E. Washington Avenue, APN 230-141-01
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: KB Homes
Under Negotiation: Review Unsolicited Offer
Approved unanimously.

b. **Property:** APNs 233-022-21 & 233-022-23
City Negotiator: Jeffrey Epp, City Manager
Negotiating Parties: 555 W. Grand LLC
Under Negotiation: Price and Terms of Agreement
Approved unanimously.

ORAL COMMUNICATIONS

Andrea Cunningham, expressed concern about pet stores in Escondido potentially violating Assembly Bill 485.

CONSENT CALENDAR

MOTION: Moved by Councilmember Masson and seconded by Councilmember Morasco to approve all Consent Calendar items, with the exception of item #5. Approved unanimously.

1. AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/RRB)

2. APPROVAL OF WARRANT REGISTER (Council)
Request the City Council approve the City Council and Housing Successor Agency warrant numbers: (File No. 0400-40)

- 334146 – 334356 dated September 4, 2019
- 334357 – 334565 dated September 11, 2019

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

3. APPROVAL OF MINUTES: None Scheduled

4. FISCAL YEAR 2019 REGIONAL REALIGNMENT RESPONSE GRANT AND BUDGET ADJUSTMENT -
Request the City Council approve authorizing the Escondido Police Department to accept a Fiscal Year 2019 Regional Realignment Response Grant funds in the amount of $100,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File No. 0480-70)

Staff Recommendation: **Approval (Police Department: Craig Carter)**

5. FISCAL YEAR 2019-20 STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AND BUDGET ADJUSTMENT -
Request the City Council approve authorizing the Escondido Police Department to accept a Fiscal Year 2019-20 California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of $454,000; authorize the Chief of Police or his designee to execute grant documents

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on behalf of the City; and approve budget adjustments needed to spend grant funds. (File No. 0480-70)

Staff Recommendation: **Approval (Police Department: Craig Carter)**

Moved by Deputy Mayor Martinez and seconded by Council Member Masson to approve authorizing Escondido Police Department to accept a Fiscal Year 2019-20 California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant in the amount of $454,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. Approved with four yes votes. Deputy Mayor Martinez voted no.

6. **FISCAL YEAR 2019-20 STATE OF CALIFORNIA OFFICE OF TRAFFIC PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT AND BUDGET ADJUSTMENT -**
Request the City Council approve authorizing the Escondido Police Department to accept a Fiscal Year 2019-20 California Office of Traffic Safety (OTS) Pedestrian and Bicycle Safety Program Grant in the amount of $25,000; authorize the Chief of Police or his designee to execute grant documents on behalf of the City; and approve budget adjustments needed to spend grant funds. (File No. 0480-70)

Staff Recommendation: **Approval (Police Department: Craig Carter)**

7. **RUBBERIZED PAVEMENT GRANT PROGRAM APPLICATION -**
Request the City Council approve authorizing the Director of Engineering Services or her designee to submit an application(s) for the Rubberized Pavement Grant Program funds for an amount up to $350,000 from the California Department of Resources Recycling and Recovery (CalRecycle); and if awarded, to accept the grant funds and complete the necessary documents required by CalRecycle for participation in the Rubberized Pavement Program in conjunction with the Citywide annual pavement maintenance program. (File No. 0480-70)

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2019-140

8. **BID AWARD FOR THE PURCHASE OF LIVE RAINBOW TROUT -**
Request the City Council approve accepting the second lowest responsive and responsible bid from Mt. Lassen Trout to purchase live Rainbow Trout by unit price for stocking at Dixon Lake and Lake Wohlford; and authorize the Deputy City Manager to execute a Purchasing Contract with Mt. Lassen Trout effective September 25, 2019 through June 30, 2020, with the option to renew the Contract on an annual fiscal year basis not to exceed a total of four consecutive years. Contract renewal options are contingent upon budget appropriations and satisfactory performance by the contractor. The unit price bid for live rainbow trout is $4.44 per pound with an estimated purchase quantity of 55,000 pounds per year for an estimated annual amount of $244,200. (File NO. 0470-35)

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

RESOLUTION NO. 2019-137

CONSENT RESOLUTIONS AND ORDINANCES (COUNCIL/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/RRB at a previous City Council/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

PUBLIC HEARINGS

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9. APPEAL OF PLANNING COMMISSION DECISION TO APPROVE A CONDITIONAL USE PERMIT FOR A WIRELESS COMMUNICATION FACILITY FOR PTI-T-MOBILE (PHG 18-0016)

Request the City Council deny the appeal and uphold the Planning Commission decision to approve the project and adopt Resolution No. 2019-148. Staff has suggested two alternative options: Option A) Affirm the appeal, set aside the decision of the Planning Commission with findings reached by the City Council to deny the project, and adopt Resolution No. 2019-149; or Option B) Deny the appeal, but modify the decision of the Planning Commission (with or without amended conditions). (File No. 0810-20)

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

A) RESOLUTION NO. 2019-148 B) RESOLUTION NO. 2019-149

Mike Strong, Assistant Director of Planning, presented the staff report utilizing a PowerPoint presentation.

Mayor McNamara opened the public hearing and asked if anyone wished to speak on this issue in any way.

MOTION: Moved by Councilmember Masson and seconded by Councilmember Morasco to issue a continuance of this item and refund the appellant. Approved unanimously.

10. DOWNTOWN SPECIFIC PLAN AMENDMENT AND MASTER AND PRECISE DEVELOPMENT PLAN FOR THE QUINCE STREET SENIOR HOUSING PROJECT (PHG 17-0028) -

Request the City Council approve an amendment to the Downtown Specific Plan and a new Planned Development for the Quince Street Senior Housing Project located at 220 N. Quince Street (APN 229-331-10-00). (File No. 0800-70)

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

ORDINANCE NO. 2019-12 (First Reading and Introduction)

Adam Finestone, Principal Planner, presented the staff report utilizing a PowerPoint presentation.

Mayor McNamara opened the public hearing and asked if anyone wished to speak on this issue in any way.

MOTION: Moved by Deputy Mayor Martinez and seconded by Councilmember Diaz to continue this item to the October 9, 2019 City Council Meeting.

11. TAX EQUITY AND FISCAL RESPONSIBILITY ACT HEARING FOR HEALTHRIGHT 360 FACILITIES -

Request the City Council approve the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed $65,000,000 by the California Municipal Finance Authority, of which approximately $6,150,000 will be allocable to projects in the City of Escondido and the remaining amount will be allocable to projects in other cities. (File No. 0440-65)

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

RESOLUTION NO. 2019-141

Karen Youel, Housing and Neighborhood Services Manager, presented the staff report utilizing a PowerPoint presentation.

Mayor McNamara opened the public hearing and asked if anyone wished to speak on this issue in any way.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Morasco to approve the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed $65,000,000 by the California Municipal Finance Authority, of which approximately $6,150,000 will be allocable to projects in the City of Escondido and the remaining amount will be allocable to projects in other cities and adopt Resolution No. 2019-141. Approved unanimously.

CURRENT BUSINESS

12. HOUSING RELATED PARKS PROGRAM PROJECT UPDATE -
Request the City Council receive and file an update on recreational facilities rehabilitation and improvements built with Housing Related Parks Program (HRP) grant funds. (File No. 0480-70)

Staff Recommendation: **Receive and File (Public Works Department: Joseph Goulart and Communications & Community Services Department: Joanna Axelrod)**

Karen Youel, Housing and Neighborhood Services Manager and Joe Goulart, Director of Public Works, presented the staff report utilizing a PowerPoint presentation.

MOTION: Moved by Councilmember Diaz and seconded by Councilmember Masson to receive and file an update on recreational facilities rehabilitation and improvements built with Housing Related Parks Program (HRP) grant funds. Approved unanimously.

WORKSHOP

13. COMMUNITY ADVISORY GROUP UPDATE -
The workshop will serve as an update on progress in forming five Community Advisory Groups and announce future meeting dates.

Staff Recommendation: **None (City Manager's Office: William L. Wolfe)**

William L. Wolfe, Deputy City Manager, presented an update regarding Community Advisory Groups utilizing a PowerPoint presentation.

NO COUNCIL ACTION NECESSARY.

FUTURE AGENDA

14. FUTURE AGENDA -
The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: **None (City Clerk's Office: Zack Beck)**

Councilmember Diaz requested an update regarding pet stores complying with Assembly Bill 485 in Escondido.

COUNCIL MEMBERS SUBCOMMITTEE REPORTS

Councilmember Diaz attended the ad-hoc community survey subcommittee with Councilmember Masson.

Councilmember Masson attended the ad-hoc community survey subcommittee with Councilmember Diaz.

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development. This report is also available on the City's website, www.escondido.org.

- **WEEKLY ACTIVITY REPORT**

ORAL COMMUNICATIONS

Tom Albergo, expressed concern regarding sound issues and compliance issues with the Air X business.

Brian Wilson, requested that the cell tower being proposed for his property should be considered for approval by the City Council.

Gail McMorran, President of Air X, expressed concern about the complaints being levied against her company.

Daniel Day, employee of Air X, expressed concern about the number of inspections that are taking place at the Air X company by the City of Escondido.

ADJOURNMENT

Mayor McNamara adjourned the meeting at 8:27 p.m.

DocuSigned by:
Paul McNamara
CAACE20782954D3...
MAYOR

DocuSigned by:
Zack Beck
A58536D0BDC1430...
CITY CLERK

ORDINANCE NO. 2019-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A SPECIFIC PLAN AMENDMENT AND A MASTER AND PRECISE DEVELOPMENT PLAN FOR A 145-UNIT SENIOR HOUSING PROJECT

APPLICANT: San Diego Interfaith Housing Foundation
CASE No.: PH.G. 17-0028

The City Council of the City of Escondido ("City"), California, DOES HEREBY ORDAIN as follows:

SECTION 1. The City Council makes the following findings:

a) San Diego Interfaith Housing Foundation (herein after referred to as "Applicant"), filed a verified application with the City of Escondido regarding property located at 220 N. Quince Street (APN: 229-331-10-00), in the Gateway Transit District of the Downtown Specific Plan, more particularly described as shown on Exhibit "A" ("the property"), attached to this Ordinance and incorporated herein by this reference as though fully set forth. Said verified application constitutes a request for an amendment to the Downtown Specific Plan and a Planned Development Permit (Master and Precise Development Plan) to construct a 145-unit senior housing project as shown on Exhibits "B" (Downtown Specific Plan revisions) and "C" (Master and Precise Development Plan), and on file in the Planning Division, Planning Case No. PHG 17-0028, and incorporated herein by this reference as though fully set forth.

b) The Planning Division of the Community Development Department completed its review and scheduled a public hearing regarding the application before the Planning Commission on August 13, 2019. Following the public hearing on August 13, 2019, the Planning Commission adopted Resolution No. 2019-15, which recommended

that the City Council approve the amendment to the Downtown Specific Plan and the Master and Precise development Plan to construct a 145-unit senior housing project (the "Project").

SECTION 2. An original copy of the proposed Master and Precise Development Plan and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido, California 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

SECTION 3. The City Council conducted a duly noticed public hearing on the matter on September 25, 2019, which was continued to October 23, 2019, for additional discussion. Evidence was submitted to and considered by the City Council, including, without limitation:

a) Written information including all application materials and other written and graphical information posted on the Project website;

b) Oral testimony from City staff, interested parties, and the public;

c) The City Council staff reports, dated September 25, 2019, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request; and

d) Additional information submitted during the public hearing.

SECTION 4. Pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 et seq.), the State CEQA Guidelines (Article 14 of the California Code of Regulations Section 15000 et. seq.), the City is the lead agency for the Project, as the public agency with the principal responsibility for approving the proposed Project. The City Council, in its independent judgement, has reviewed the Final Initial Study/Mitigated Negative Declaration prepared for the project (City File No. ENV 17-0008), as described in the September 25, 2019, City Council staff report, including the Mitigation Monitoring and Reporting Program, attached hereto as Exhibit “D” and incorporated herein by this reference. The City Council hereby adopts the Final Initial Study/Mitigated Negative Declaration, and instructs staff to file a Notice of Determination with the County Clerk.

SECTION 5. Upon consideration of the Findings of Fact, attached as Exhibit “E,” and the Conditions of Approval, attached as Exhibit “F,” both of which are incorporated herein by this reference as though fully set forth herein, the City Council approves the Project.

SECTION 6. All references within this Ordinance to "Applicant" or "Developer," shall be equally applicable to the current property owner and to any successors-in-interest or assigns, whether such successors of assigns own, control, or otherwise have development authority for all, a portion, or portions of that property included within the Project site.

SECTION 7. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and

independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 8. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9. The City Council authorizes all subsequent action to be taken by City Officials consistent with this Ordinance.

SECTION 10. The City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

SECTION 11. The Ordinance shall become effective 30 days from the date of the passage.

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: APN 229-331-10-00

THAT PORTION OF LOT 1, BLOCK 11 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 527, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 10, 1888, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID LOT 1 WHICH IS DISTANT THEREON NORTH 29°19' WEST 444.50 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE ALONG SAID SOUTHWESTERLY LOT LINE SOUTH 29°19' EAST 444.50 FEET TO SAID MOST SOUTHERLY CORNER; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT NORTH 59°08'52" EAST 443 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF THAT PARCEL OF LAND DESCRIBED UNDER PARCEL 6 OF FINAL ORDER OF CONDEMNATION IN SUPERIOR COURT, CASE NO. 146391, RECORDED DECEMBER 23, 1948, AS DOCUMENT NO. 126694, IN BOOK 3059, PAGE 454 OF OFFICIAL RECORDS, BE ING A POINT IN A 3880 FOOT RADIUS CURVE CONCAVE EASTERLY IN THE SOUTHWESTERLY LINE OF SAID PARCEL 6, THE TANGENT TO SAID CURVE BEARING NORTH 24°26,14" WEST TO SAID POINT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 6 NORTHERLY ALONG SAID CURVE 71.37 FEET THROUGH AN ANGLE OF 1°03'14" AND TANGENT TO SAID CURVE NORTH 23°23' WEST 507.88 FEET TO A POINT WHICH IS DISTANT ALONG SAID SOUTHWESTERLY LINE SOUTH 23°23' EAST 190.00 FEET FROM THE NORTHERLY LINE OF SAID LOT THENCE SOUTH 44°44' WEST 522.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A PORTION OF LOT 1, BLOCK 11 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 527, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 10, 1888, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, NORTH 28°49'01" WEST A DISTANCE OF 444.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 45°13'55" EAST 523.23 FEET; THENCE SOUTH 22°51,21" EAST 54.47 FEET; THENCE SOUTH 47°13'55" WEST A DISTANCE OF 339.75 FEET TO THE BEGIN NING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1453 FEET; THENCE ALONG SAID CURVE, IN A SOUTHWESTERLY DIRECTION, THROUGH AN ANGLE OF 6°43,54" A DISTANCE OF 170.71 FEET TO AN INTERSECTION WITH SAID SOUTHWESTERLY LINE OF LOT 1, A RADIAL BEARING FROM SAID POINT OF INTERSECTION TO THE CENTER OF SAID CURVE BEARS NORTH 36°02'11" WEST; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 28°49'01" WEST A DISTANCE OF 23.64 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM A PORTION OF LOT 1 IN BLOCK 11 OF THE RANCHO RINCON DEL DIABLO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 349, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JULY 10, 1886, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHERLY BOUNDARY OF SAID LOT 1 DISTANT THEREON NORTH 59°37,09" EAST 150.37 FEET FROM THE SOUTHWESTERLY CORNER OF SAID LOT 1; THENCE NORTH 28°49'01" WEST ALONG A LINE PARALLEL WITH THE WESTERLY BOUNDARY OF SAID LOT 1 A DISTANCE OF 443.89 FEET TO A POINT IN THE ARC OF A 1453.00 FOOT RADIUS CURVE CONCAVE NORTHERLY IN THE SOUTHERLY BOUNDARY OF LAND DESCRIBED IN FINAL ORDER OF CONDEMNATION FOR THE CITY OF ESCONDIDO RECORDED JUNE 1, 1965, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AS FILE NO. 97472, A RADIAL OF SAID CURVE BEARING SOUTH 42°03'44" EAST TO SAID POINT IN SAID ARC; THENCE EASTERLY ALONG SAID ARC AND ALONG SAID SOUTHERLY BOUNDARY OF SAID CITY OF

ESCONDIDO LAND THROUGH A CENTRAL ANGLE OF 0°42'21" A DISTANCE OF 17.90 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG THE SOUTHERLY BOUNDARY OF SAID CITY OF ESCONDIDO LAND NORTH 47°13'55" EAST 339.75 FEET TO THE SOUTHEASTERLY CORNER THEREOF, BEING ALSO A POINT IN THE WESTERLY BOUNDARY OF U. S. HIGHWAY 395; THENCE ALONG THE WESTERLY BOUNDARY OF SAID U. S. HIGH WAY 395, SOUTH 22°51'21" EAST 453.47 FEET TO THE BEGINNING OF A TAN GENT 3880 FOOT RADIUS CURVE CONCAVE EASTERLY; THENCE CONTINUING ALONG SAID WESTERLY BOUNDARY AND ALONG SAID CURVE IN A SOUTHERLY DIRECTION THROUGH A CENTRAL ANGLE OF A DISTANCE OF 71.31 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY BOUNDARY SOUTH 59°37,09" WEST 293.38 FEET TO THE POINT OF BEGINNING.

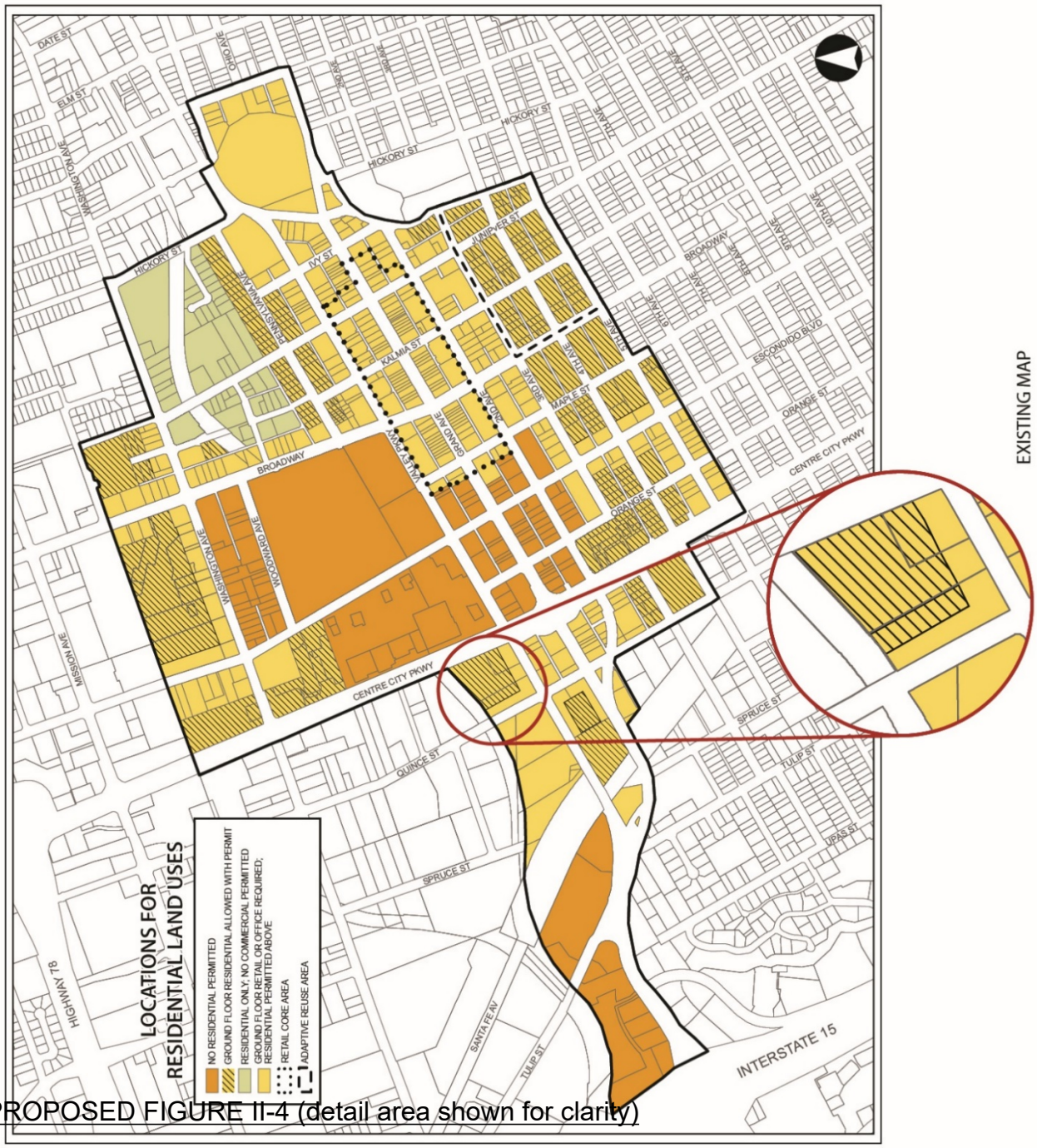
PARCEL 2:

AN EASEMENT FOR ROAD AND PUBLIC UTILITIES OVER AND ACROSS A STRIP OF LAND 10.00 FEET IN WIDTH LYING WITHIN LOT 1, BLOCK 11 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 527, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 10, 1888, THE WESTERLY BOUNDARY LINE OF WHICH, BEING THE EASTERLY LINE OF PARCEL 1 DESCRIBED ABOVE.

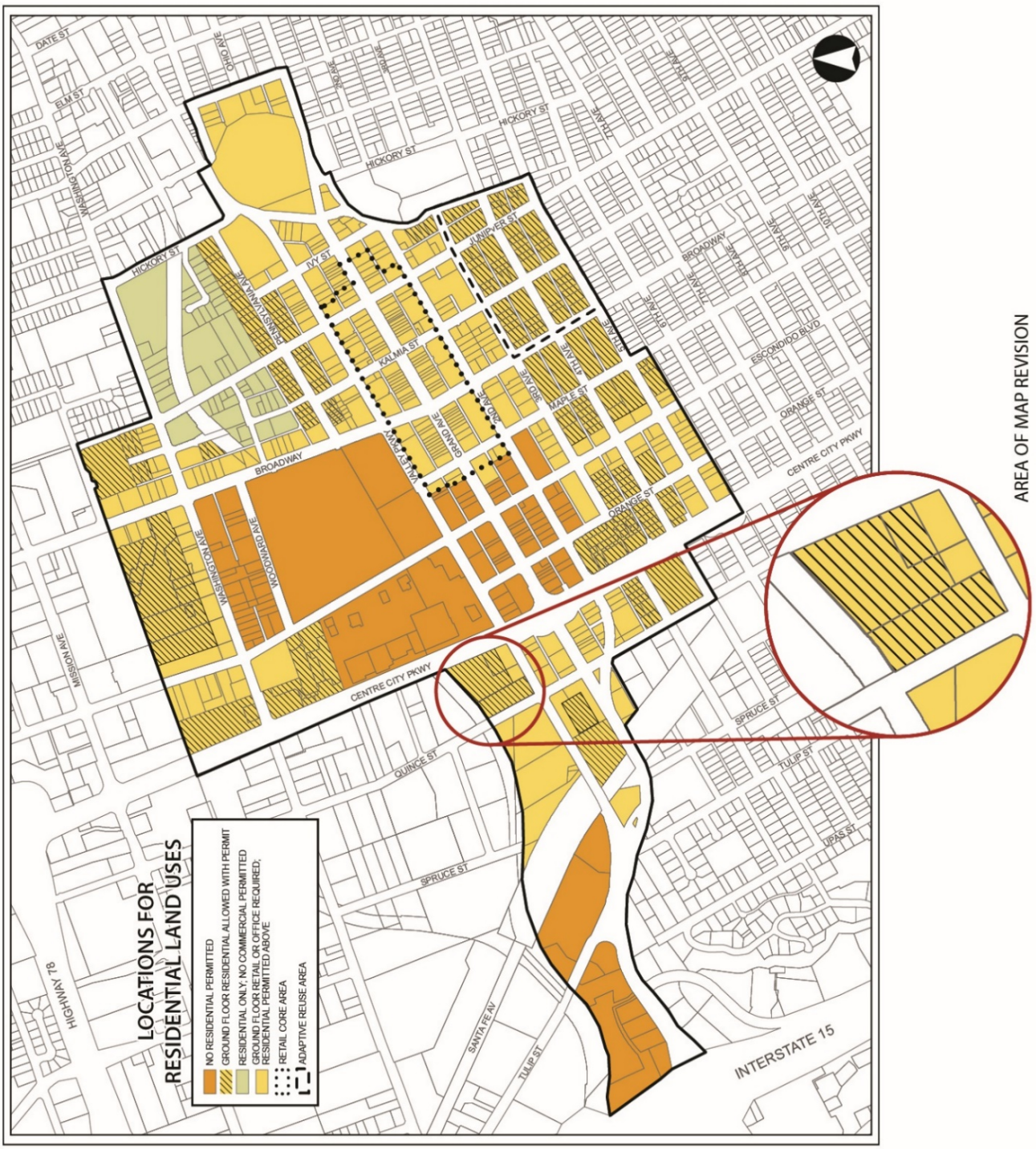
EXHIBIT "B"
SPECIFIC PLAN AMENDMENT
PHG 17-0028 / ENV 17-0008

Revise Figure II-4 of the Downtown Specific Plan to allow ground floor residential uses on the subject property through the Planned Development application process, as depicted below on the following pages.

EXISTING FIGURE II-4 (detail area shown for clarity)



PROPOSED FIGURE II-4 (detail area shown for clarity)


LOCATIONS FOR
RESIDENTIAL LAND USES
NO RESIDENTIAL PERMITTED
GROUND FLOOR RESIDENTIAL ALLOWED WITH PERMIT
RESIDENTIAL ONLY; NO COMMERCIAL PERMITTED
GROUND FLOOR RETAIL OR OFFICE REQUIRED;
RESIDENTIAL PERMITTED ABOVE
RETAIL CORE AREA
ADAPTIVE REUSE AREA
AREA OF MAP REVISION
BROADWAY
CENTRE CITY PKWY
HICKORY ST
IVY ST
KALMIA ST
JUNIPER ST
MAPLE ST
ORANGE ST
SPRUCE ST
QUINCE ST
TULIP ST
UPAS ST
ESCONDIDO BLVD
WASHINGTON AVE
MISSION AVE
HIGHWAY 78
INTERSTATE 15
SANTA FE AV

Revise Figure III-3 of the Downtown Specific Plan as shown below. Underline typeface indicates new text.

FIGURE III-3
Downtown Residential Parking Matrix[1, 4]

Apartments, Townhomes, Row Homes, Flats, Duplexes, Condominiums	**Mixed Use, Shopkeeper** (Defined in this Chapter)	**Artisan Loft / Live-Work** (Defined in this Chapter)	**Conventional Single Family Dwelling**
Spaces per dwelling unit: *Studio: 1* *1 Bdrm: 1.5* *2 Bdrm: 1.75* *2+ Bdrm: 2* *(Minimum 1 covered space per dwelling unit)*	Same as apartments In addition: 1 space / 250 SF gross floor area of commercial space[2] *(Minimum 1 covered space per dwelling unit)*	1.75 spaces per unit *(Minimum 1 covered space per dwelling unit)*	2 spaces per unit *(Minimum 2 covered spaces per dwelling unit)*
Guest: 0.25 / dwelling unit or fraction thereof[3]	Guest: 0.25 / dwelling unit or fraction thereof[3]	Guest: 0.5 / dwelling unit or fraction thereof[3]	Guest: no minimum

[1] Parking may be modified through the Planned Development application process. Justification shall be based on a peak-hour parking demand utilizing a methodology approved by the City.

[2] Mixed Use and Shopkeeper units within Vehicle Parking Districts 1 and 2 are exempt from non-residential parking requirements (see Vehicle Parking District information in this Chapter).

[3] On-street guest parking may be approved by the City on a case-by-case basis.

[4] Parking for senior housing projects, as defined in Article 41 of the Escondido Zoning Code, shall be provided in compliance with Article 39 of the Escondido Zoning Code, unless modified through the Planned Development application process

Revise Chapter III, Section B.6. of the Downtown Specific Plan as shown below. ~~Strikeout~~ typeface indicates deletions and underline typeface indicates new text.

6. USABLE OPEN SPACE

a. Definition

Usable open space is defined as an open area or recreational facility that is integrated into the development, in addition to the following:



1) Does not exceed a grade of 10% and excludes parking areas and required setbacks from rights-of-way;
2) Common areas ~~measure~~ must contain a minimum of 200 square feet and have minimum dimensions of 10 feet in all directions;
3) Private areas directly accessed from residential units measure a minimum of 5 feet in all directions; and,
4) Includes outdoor landscaping, walks, fountains, recreational facilities, etc. and interior common recreation areas.

b. Residential-Only and Mixed-Use Residential Open Space

Projects with net densities below 30 dwelling units per acre shall provide a ~~A~~ minimum of 300 square feet of usable open space ~~shall be provided~~ per ~~residential~~ unit. Projects with net densities between 30 and 50 dwelling units per acre shall provide a minimum of 250 square feet of usable open space per unit. Projects equal to or greater than 50 dwelling units per acre shall provide a minimum of 200 square feet of usable open space per unit.

Required open space may be reduced ~~up to 50% subject to~~ through the Planned Development application process ~~and Development Agreement approval~~ in exchange for alternative open space benefitting the public including but not limited to:



1) Paying a per-square-foot in-lieu fee that contributes toward the cost of installing, improving and/or expanding parkland or facilities in the downtown area.
2) Providing on-site, publically accessible outdoor, street-level open space (i.e. plaza, courtyard, etc.) maintained by the property owner.

DEVELOPMENT SUMMARY

1. Summary of Request:
THE PROPOSED PROJECT IS A SENIOR HOUSING DEVELOPMENT IN THE CITY OF ESCONDIDO, CA. THE DEVELOPMENT SHALL INCLUDE 145 UNITS OF AFFORDABLE SENIOR APARTMENTS, A COMMUNITY CENTER, LEASING OFFICES, LAUNDRY FACILITIES, COMMUNITY GATHERING AND LANDSCAPED AREAS, AND PODIUM PARKING. THIS PROJECT WILL REPLACE REPLACE AN THREE EXISTING WAREHOUSE BUILDINGS, BUILT IN THE LATE 1960'S.

2. Address: 220 NORTH QUINCE STREET, ESCONDIDO, CA.

3. Legal Description: PARCEL "1", PORTION OF LOT 1, BLOCK 11, AS SHOWN ON PARCEL MAP NO.527, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED APRIL 10, 1888 AT FILE NO. 21091.3, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

4. Type of Development: SENIOR HOUSING

6. Permits Requested: SPECIFIC PLAN AMENDMENT, MASTER DEVELOPMENT PLAN, PRECISE DEVELOPMENT PLAN

7. Assessor's Parcel No.: 229-331-10-00

8. Zone: S-P DOWNTOWN SPECIFIC PLAN/GATEWAY TRANSIT DISTRICT

9. Type of Construction: V-A & III-A (GARAGE)

10. Occupancy: R-2 & U

11. Not Used.

12. General Plan Designation: SPA - Specific Plan Area

13. Floor Area Ratio: 3.25

14. Site data:

	Area (Sq. Feet)	Coverage %
Site Area:	64,804 S.F. (1.48 ac.) Gross 64,024 S.F. (1.47 ac.) Net	53,724/64,804 = 82.9%
Building:	205,670 S.F.	38,008/64,804 = 58.6% (Excludes G1 Level)
Landscaping:	2,389 SF/ST. LEVEL - 5,014 SF./PODIUM - 2,749 SF/TREE WELLS IN R/W	11.7% (On Site)

15. Open Space Data: 36,784 S.F. TOTAL
Common: 26,561 S.F. **Private:** 10,223 S.F. **Ratio:** 253.6 S.F./UNIT

16. Parking Data:

Ordinance Required		Proposed Parking	
STUDIO & ONE BDRM. UNITS	133 x .75 = 100	STANDARD SPACES	= 136
TWO BDRM. UNITS	12 x 1.5 = 18	COMPACT SPACES	= 6
ADMIN./OFFICE STAFF	= 2		
TOTAL	**= 120**	**TOTAL**	**= 142**

*BASED ON THE CITY OF ESCONDIDO.

Parking Ratio: 142 SPACES / 145 UNITS = .98

17. Setbacks:

Ordinance Required		Proposed Setbacks	
Front: (W. Valley Parkway)	14' FROM ULTIMATE ST. CURB FACE.	Front: (W. Valley Parkway)	14' FROM ULTIMATE ST. CURB FACE.
Street Side : (Quince Street)	14' FROM ULTIMATE ST. CURB FACE.	Street Side : (Quince Street)	14' FROM ULTIMATE ST. CURB FACE.
Int. Side (Alley):	0'	Int. Side (Alley):	0'
Rear (Flood Channel):	0'	Rear (Flood Channel):	11'

18. Building Square Footages:

LEVEL G1 - GARAGE / ENTRY / UTILITIES	=	53,724	Sq. Ft.
LEVEL R1 - COMMON AREAS / RESIDENTIAL	=	38,008	Sq. Ft.
LEVEL R2 - COMMON AREAS / RESIDENTIAL	=	38,008	Sq. Ft.
LEVEL R3 - COMMON AREAS / RESIDENTIAL	=	37,965	Sq. Ft.
LEVEL R4 - COMMON AREAS / RESIDENTIAL	=	37,965	Sq. Ft.
Total Building Area	**=**	**205,670**	**Sq. Ft.**
LEVEL R1 - OPEN PODIUM / NON-BUILDING AREA	=	16,316	Sq. Ft.

LIVING AREA	=	78,418	Sq. Ft.
BALCONIES / PATIOS	=	8,184	Sq. Ft.
COMMUNITY / LEASING	=	3,717	Sq. Ft.
LAUNDRY / UTILITY / STORAGE / CIRCULATION	=	2,010	Sq. Ft.
STAIRS / TERRANCES / CIRCULATION	=	59,617	Sq. Ft.
GARAGE / ENTRY / UTILITIES	=	53,724	Sq. Ft.
Total Building Area	**=**	**205,670**	**Sq. Ft.**

19. Residential Unit Mix:

STUDIO	1 BATH (612 Sq. Ft.)	=	4	Units	3 %
1 BEDROOM	1 BATH (645 - 767 Sq. Ft.)	=	129	Units	89 %
2 BEDROOM	2 BATH (869 Sq. Ft.)	=	12	Units	8 %
Total Number of Residential Units:		**=**	**145**	**Units**	100 %
R1 LEVEL:	1 STUDIO + 29 - 2 BR. + 3 - 3 BR.	=	33	Units	22.8 %
R2 LEVEL:	1 STUDIO + 34 - 2 BR. + 3 - 3 BR.	=	38	Units	26.2 %
R3 LEVEL:	1 STUDIO + 34 - 2 BR. + 3 - 3 BR.	=	38	Units	26.2 %
R4 LEVEL:	1 STUDIO + 32 - 2 BR. + 3 - 3 BR.	=	36	Units	24.8 %
Total Number of Residential Units:		**=**	**145**	**Units**	100.0 %

20. Building Density:

DENSITY CALC: 145 DU / 1.47 AC - NET = 98.6 DU/AC

MAX. DENSITY: 100 DU PER ACRE

PROPOSED DENSITY: 98.6 DU/AC

21. Building Height: **Allowable:** 5 STORIES OR 75', WHICHEVER IS LESS **Proposed:** 61'-0" - APPROX.



QUINCE STREET SENIOR HOUSING DEVELOPMENT

ESCONDIDO - CALIFORNIA

4TH SCHEMATIC DESIGN SUBMITTAL SET - APRIL 10, 2019
UPDATED - JULY 29, 2019

3RD SCHEMATIC DESIGN SUBMITTAL SET - JANUARY 29, 2019
2ND SCHEMATIC DESIGN SUBMITTAL SET - NOVEMBER 14, 2018
INITIAL SCHEMATIC DESIGN SUBMITTAL SET- NOVEMBER 16, 2017

SAN DIEGO INTERFAITH HOUSING FOUNDATION

RODRIGUEZ ASSOCIATES ARCHITECTS & PLANNERS, INC.

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
4080 CENTRE ST. SUITE 104, SAN DIEGO, CA 92103 (619) 544-8951 (619) 544-8941 FAX

SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

PROJECT DIRECTORY

APPLICANT:
SAN DIEGO INTERFAITH HOUSING FOUNDATION
7956 LESTER AVENUE
LEMON GROVE, CALIFORNIA 91945
(619) 668-1532 (619) 667-0891 FAX

ARCHITECT
RODRIGUEZ ASSOCIATES ARCHITECTS & PLANNERS, INC.
4080 CENTRE ST., SUITE 104
SAN DIEGO , CALIFORNIA 92103
(619) 544-8951 (619) 544-8941 FAX

CIVIL ENGINEER
SWS ENGINEERING, INC.
261 AUTUMN DRIVE, SUITE 115
SAN MARCOS, CALIFORNIA 92069
(760) 744-0011

LANDSCAPE ARCHITECT
FORM/WORK LANDSCAPE ARCHITECTURE
1755 EDGEMONT STREET
SAN DIEGO, CALIFORNIA 92102
(619) 269-4423

SHEET INDEX

ARCHITECTURAL

TS	TITLE SHEET
AS.1	ARCHITECTURAL SITE PLAN
CS.1	CHARACTER SKETCH
CS.2	CHARACTER SKETCH
CS.3	CHARACTER SKETCH
CS.4	CHARACTER SKETCH
OS.1	OPEN SPACE EXHIBIT
OS.2	OPEN SPACE EXHIBIT
A0.1	UNIT PLANS
A0.2	UNIT PLANS
A1.1	1ST FLOOR PLAN
A1.2	2ND FLOOR PLAN
A1.3	3RD FLOOR PLAN
A1.4	4TH FLOOR PLAN
A1.5	5TH FLOOR PLAN
A1.6	ROOF PLAN
A1.7	EXT. ELEVATIONS

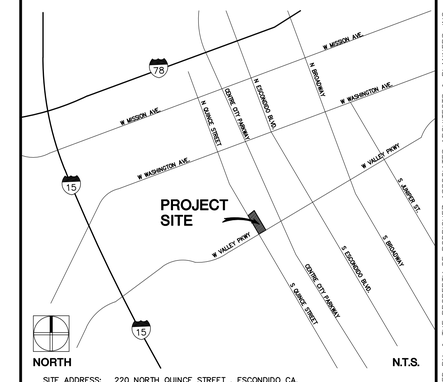
CIVIL

C1.0	PRELIM. GRADING & UTILITY PLAN
C2.0	DETAILS & SECTIONS

LANDSCAPE

LC-1	CONCEPTUAL LANDSCAPE PLAN
LC-2	CONCEPTUAL LANDSCAPE PLAN

VICINITY MAP



SITE ADDRESS: 220 NORTH QUINCE STREET , ESCONDIDO CA.

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

TITLE SHEET

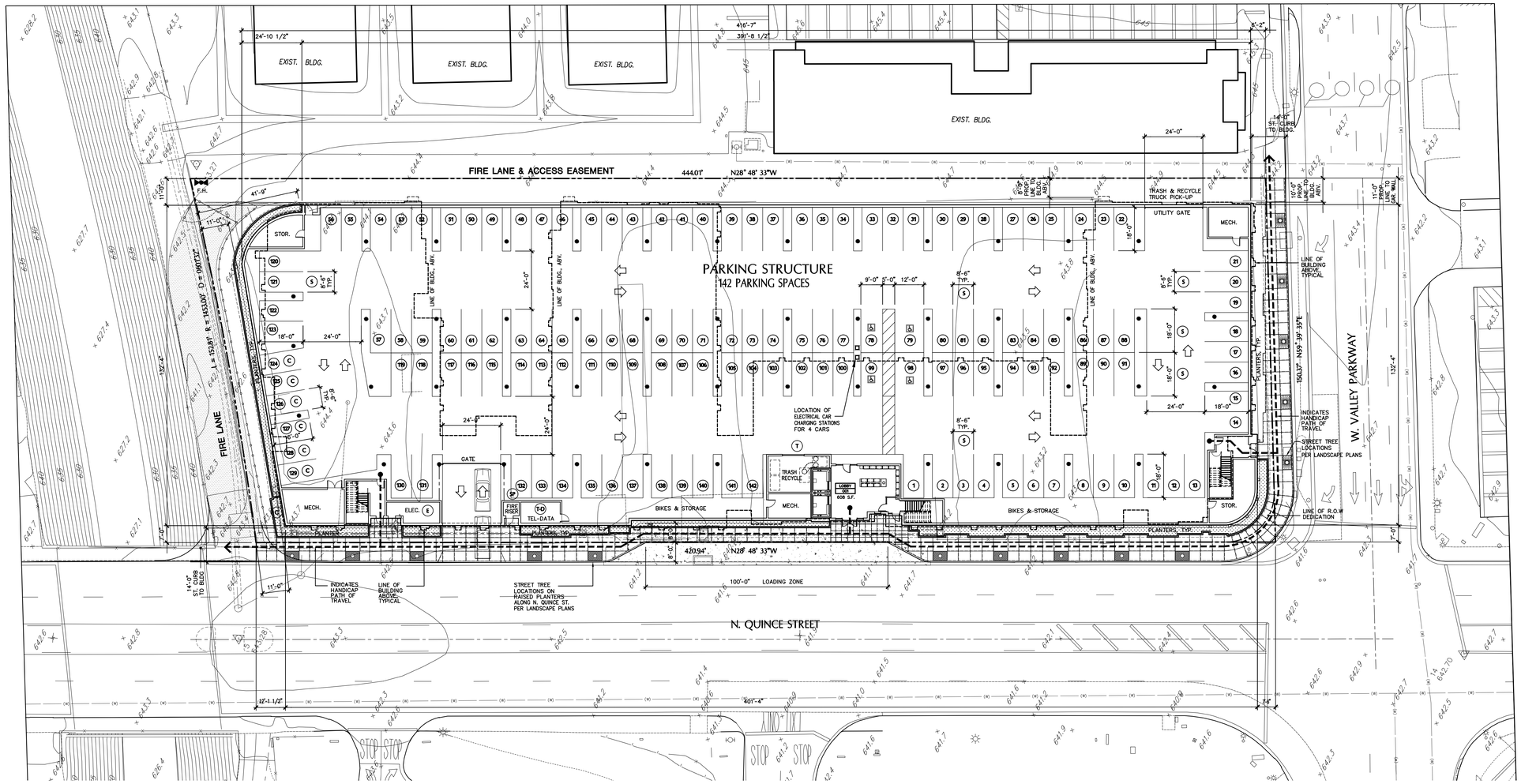
REV.	NO.	DESCRIPTION	DATE	REV.	NO.	DESCRIPTION	DATE
▲	1	2ND DES. SUBMITTAL	11-14-18	▲	4	4TH DES. SUBMITTAL UPDATE	06-19-19
▲	2	3RD DES. SUBMITTAL	01-29-19	▲	5	4TH DES. SUBMITTAL UPDATE	07-29-19
▲	3	4TH DES. SUBMITTAL	04-10-19	▲			

LICENSED ARCHITECT — JORGE S. RODRIGUEZ — No. C15627 — REN. 09-30-19 — STATE OF CALIFORNIA

DATE NOV. 14, 2018
JOB NO.
DRAWN
CHECKED

SHEET TS

ALL IDEAS, DESIGNS, ARRANGEMENTS & PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, & THE PROPERTY OF RODRIGUEZ ASSOCIATES ARCHITECTS & PLANNERS, INC. & WERE CREATED, EVOLVED & DEVELOPED FOR USE ON & IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED WITHOUT THE WRITTEN PERMISSION OF RODRIGUEZ ASSOCIATES ARCHITECTS & PLANNERS, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB, & THIS OFFICE MUST BE NOTIFIED OF ALL VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.



ARCHITECTURAL SITE PLAN

145 DWELLING UNITS

SCALE: 1" = 20'

NORTH

FIRE DEPARTMENT NOTE:

PER CITY OF ESCONDIDO, THE BUILDING SHALL BE SPRINKLERED PER NFPA 13, CLASS I STANDPIPES, FIRE ALARMS, FIRE COMMAND CENTER, ANNUCIATION ID AND LOCKING STAIRWAY DOOR.

SITE PLAN NOTE:

REFER TO CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURAL PLANS FOR ADDITIONAL SITE INFORMATION AND DETAILS.

SITE LEGEND

- FH — FIRE HYDRANT LOCATION
- HCP — HANDICAP PARKING SPACE - 9' x 18' MIN.
- (S) — STANDARD PARKING SPACE 8'-6" x 18' MIN.
- (C) — COMPACT PARKING SPACE 8'-6" x 16' MIN.
- (#) — PARKING COUNT
- (E) — ELEC. METER LOCATION
- (G) — GAS METER LOCATION
- (SP) — FIRE SPRINKLER RISER LOCATION
- (TD) — TEL.- DATA LOCATION
- (T) — TRASH / RECYCLE ENCLOSURE
- (TR) — ELECTRICAL TRANSFORMER LOCATION
- INDICATES PROPERTY LINE
- INDICATES EASEMENT LINE
- INDICATES SETBACK LINE
- INDICATES HANDICAP PATH OF TRAVEL

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
4080 CENTRE ST. SUITE 104, SAN DIEGO, CA 92103 (619) 544-8951 (619) 544-8941 FAX

SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

DEVELOPMENT SUMMARY

1. Summary of Request: THE PROPOSED PROJECT IS A SENIOR HOUSING DEVELOPMENT IN THE CITY OF ESCONDIDO, CA. THE DEVELOPMENT SHALL INCLUDE 145 UNITS OF AFFORDABLE SENIOR APARTMENTS, A COMMUNITY CENTER, LEASING OFFICES, LAUNDRY FACILITIES, COMMUNITY GATHERING AND LANDSCAPED AREAS, AND PODIUM PARKING. THIS PROJECT WILL REPLACE REPLACE AN THREE EXISTING WAREHOUSE BUILDINGS, BUILT IN THE LATE 1960'S.

2. Address: 220 NORTH QUINCE STREET, ESCONDIDO, CA.

3. Legal Description: PARCEL "1", PORTION OF LOT 1, BLOCK 11, AS SHOWN ON PARCEL MAP NO.527, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED APRIL 10, 1888 AT FILE NO. 210913, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY

4. Type of Development: SENIOR HOUSING

6. Permits Requested: SPECIFIC PLAN AMENDMENT, MASTER DEVELOPMENT PLAN, PRECISE DEVELOPMENT PLAN

7. Assessor's Parcel No.: 229-331-10-00

8. Zone: S-P DOWNTOWN SPECIFIC PLAN/GATEWAY TRANSIT DISTRICT

9. Type of Construction: V-A & III-A (GARAGE)

10. Occupancy: R-2 & U

11. Not Used.

12. General Plan Designation: SPA - Specific Plan Area

13. Floor Area Ratio: 3.25

14. Site data:

	Area (Sq. Feet)	Coverage %
Site Area:	64,804 S.F. (1.48 ac.) Gross 64,024 S.F. (1.47 ac.) Net	53,724/64,804 = 82.9% 38,008/64,804 = 58.6%
Building:	205,670 S.F.	(Excludes G1 Level)
Landscaping:	2,389 SF/ST. LEVEL - 5,014 S.F./PODIUM - 2,749 SF/TREE WELLS IN R/W	11.7% (On Site)

15. Open Space Data: 36,784 S.F. TOTAL

Common: 26,561 S.F. **Private:** 10,223 S.F. **Ratio:** 253.6 S.F./UNIT

16. Parking Data:

Ordinance Required		Proposed Parking	
STUDIO & ONE BDRM. UNITS	133 x .75 = 100	STANDARD SPACES	= 136
TWO BDRM. UNITS	12 x 1.5 = 18	COMPACT SPACES	= 6
ADMIN./OFFICE STAFF	= 2		
TOTAL	= 120	TOTAL	= 142

•BASED ON THE CITY OF ESCONDIDO.

Parking Ratio: 142 SPACES / 145 UNITS = .98

17. Setbacks:

Ordinance Required		Proposed Setbacks	
Front: (W. Valley Parkway)	14' FROM ULTIMATE ST. CURB FACE.	Front: (W. Valley Parkway)	14' FROM ULTIMATE ST. CURB FACE.
Street Side : (Quince Street)	14' FROM ULTIMATE ST. CURB FACE.	Street Side : (Quince Street)	14' FROM ULTIMATE ST. CURB FACE.
Int. Side (Alley):	0'	Int. Side (Alley):	0'
Rear (Flood Channel):	0'	Rear (Flood Channel):	11'

18. Building Square Footages:

LEVEL G1 - GARAGE / ENTRY / UTILITIES	=	53,724	Sq. Ft.
LEVEL R1 - COMMON AREAS / RESIDENTIAL	=	38,008	Sq. Ft.
LEVEL R2 - COMMON AREAS / RESIDENTIAL	=	38,008	Sq. Ft.
LEVEL R3 - COMMON AREAS / RESIDENTIAL	=	37,965	Sq. Ft.
LEVEL R4 - COMMON AREAS / RESIDENTIAL	=	37,965	Sq. Ft.
Total Building Area	=	**205,670**	**Sq. Ft.**
LEVEL R1 - OPEN PODIUM / NON-BUILDING AREA	=	16,316	Sq. Ft.
LIVING AREA	=	78,418	Sq. Ft.
BALCONIES / PATIOS	=	8,184	Sq. Ft.
COMMUNITY / LEASING	=	3,717	Sq. Ft.
LAUNDRY / UTILITY / STORAGE / CIRCULATION	=	2,010	Sq. Ft.
STAIRS / TERRANCES / CIRCULATION	=	59,617	Sq. Ft.
GARAGE / ENTRY / UTILITIES	=	53,724	Sq. Ft.
Total Building Area	=	**205,670**	**Sq. Ft.**

19. Residential Unit Mix:

STUDIO	1 BATH (612 Sq. Ft.)	=	4	Units	3 %
1 BEDROOM	1 BATH (645 - 767 Sq. Ft.)	=	129	Units	89 %
2 BEDROOM	2 BATH (869 Sq. Ft.)	=	12	Units	8 %
Total Number of Residential Units:		=	**145**	**Units**	100 %
R1 LEVEL:	1 STUDIO + 29 - 2 BR. + 3 - 3 BR.	=	33	Units	22.8 %
R2 LEVEL:	1 STUDIO + 34 - 2 BR. + 3 - 3 BR.	=	38	Units	26.2 %
R3 LEVEL:	1 STUDIO + 34 - 2 BR. + 3 - 3 BR.	=	38	Units	26.2 %
R4 LEVEL:	1 STUDIO + 32 - 2 BR. + 3 - 3 BR.	=	36	Units	24.8 %
Total Number of Residential Units:		=	**145**	**Units**	100.0 %

20. Building Density:

DENSITY CALC.: 145 DU / 1.47 AC - NET = 98.6 DU/AC

MAX. DENSITY: 100 DU PER ACRE

PROPOSED DENSITY: 98.6 DU/AC

21. Building Height: **Allowable:** 5 STORIES OR 75', WHICHEVER IS LESS **Proposed:** 61'-0" - APPROX.

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

ARCHITECTURAL SITE PLAN

REV. NO.	DESCRIPTION	DATE	REV. NO.	DESCRIPTION	DATE
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▲ 2	3RD DES. SUBMITTAL	01-29-19	▲ 5	4TH DES. SUBMITTAL UPDATE	07-29-19
▲ 3	4TH DES. SUBMITTAL	04-10-19	▲		

LICENSED ARCHITECT — ROGER S. RODRIGUEZ — No. C15627 — REN. 09-30-19 — STATE OF CALIFORNIA

DATE: NOV. 14, 2018
JOB NO.:
DRAWN:
CHECKED:

SHEET: **AS.1**

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SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN



CREEK & BIKE TRAIL | GARAGE ENTRANCE | ST. LEVEL PLANTERS & TREES | RESIDENTIAL ENTRANCE | APARTMENTS & BALCONIES | W. VALLEY PARKWAY

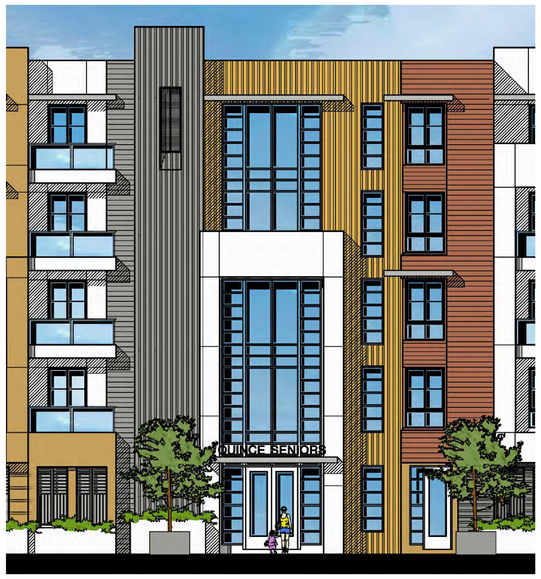
STREET SCENE ALONG N. QUINCE STREET



CREEK & BIKE TRAIL | PRIVATE BALCONIES, ABV. | STAIR ENTRANCE



GARAGE ENTRANCE | 4TH LEVEL VIEW TERRANCE, ABV.



GLASS RAILS, ABV. | ENTRY STOREFRONT & AWNINGS | MTL SIDING



STUCCO WALLS & MTL. AWNINGS | OBSERVATION DECK W/ ART NICHES

ENLARGED VIEWS ALONG N. QUINCE STREET

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

CHARACTER SKETCH

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LICENSED ARCHITECT
GREGORY S. RODRIGUEZ
No. C15627
REN. 09-30-19
STATE OF CALIFORNIA

DATE NOV. 14, 2018
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SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN



PERSPECTIVE VIEW AT INTERSECTION OF QUINCE STREET & W. VALLEY PARKWAY

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
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SPECIFIC PLAN AMENDMENT
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PERSPECTIVE VIEW AT W. VALLEY PARKWAY



PERSPECTIVE VIEW AT W. VALLEY PARKWAY IN CONTEXT

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

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LICENSED ARCHITECT
JORGE S. RODRIGUEZ
No. C15627
REN. 09-30-19
STATE OF CALIFORNIA

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PERSPECTIVE VIEW AT ALLEY AND NORTH ELEVATION



PERSPECTIVE VIEW AT CORNER OF NORTH QUINCE STREET

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SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
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QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

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CHARACTER SKETCH

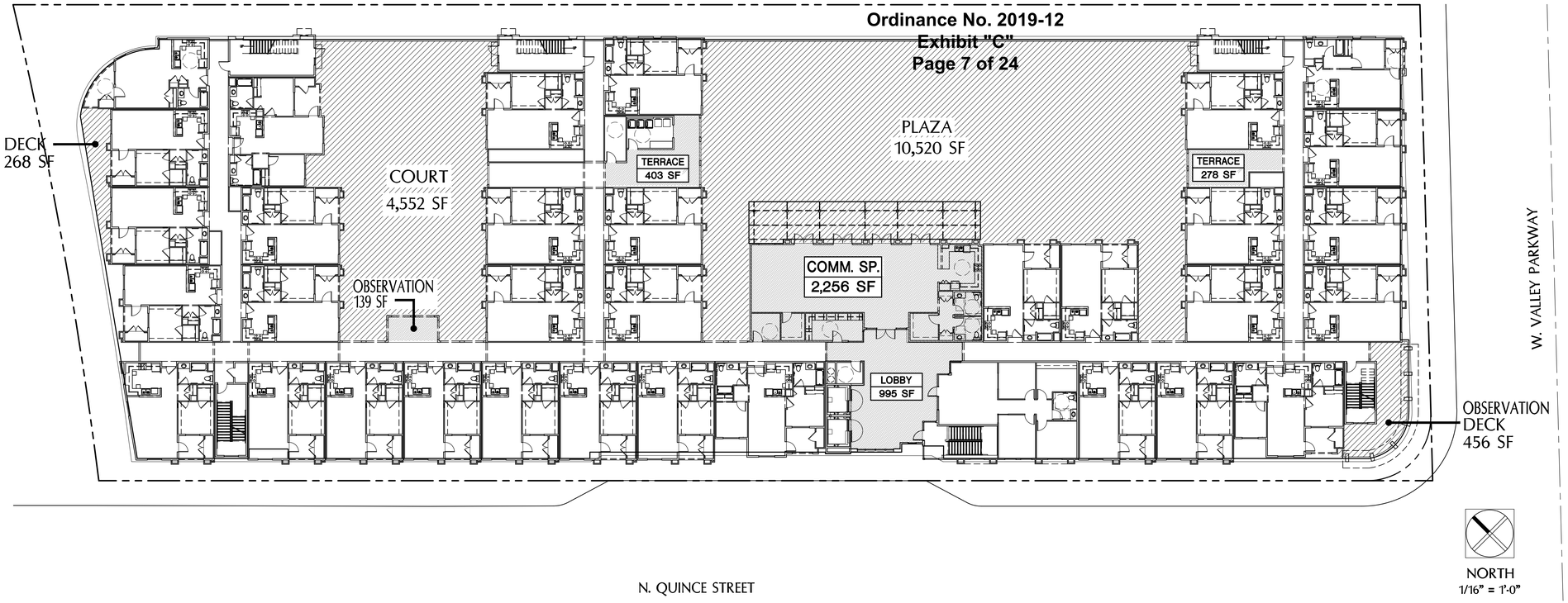
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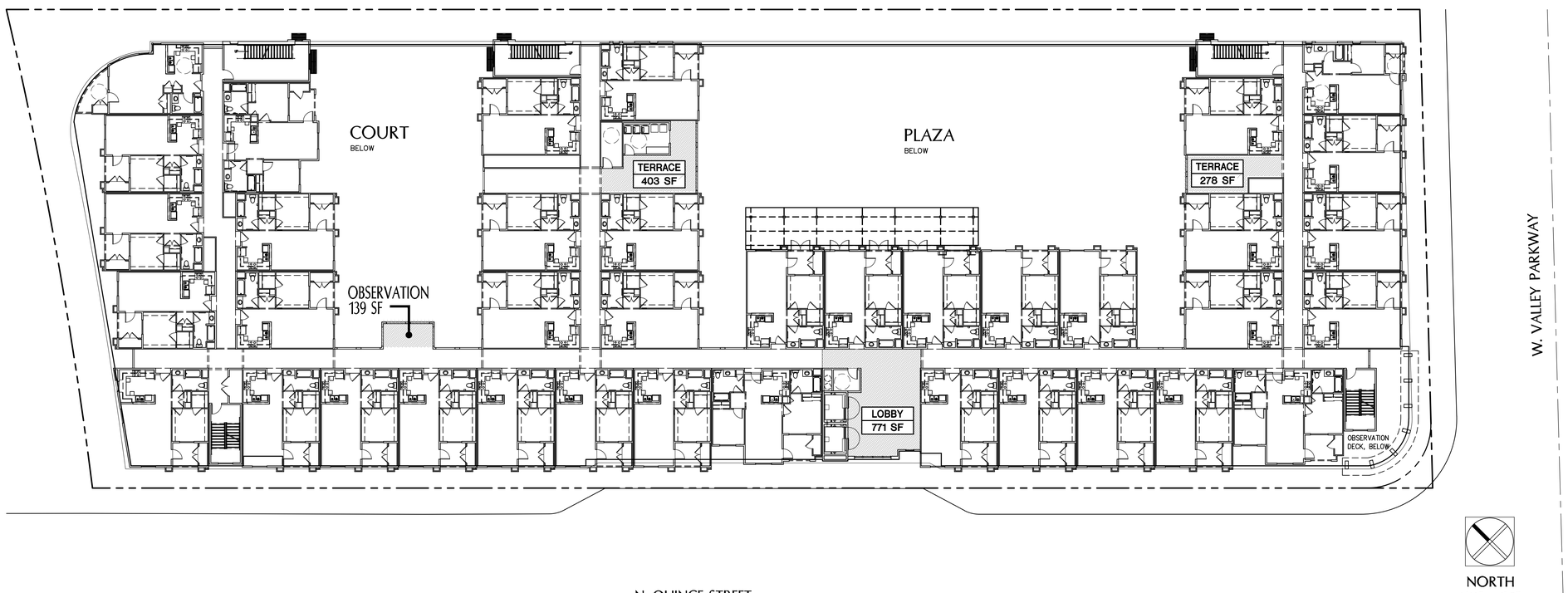
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BUILDING FLOOR PLAN - LEVEL R1

COMMON OPEN SPACE

SCALE: 1/16" = 1'-0"



BUILDING FLOOR PLAN - LEVEL R2

COMMON OPEN SPACE

SCALE: 1/16" = 1'-0"

RODRIGUEZ ASSOCIATES
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SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

COMMON OPEN SPACE CALCULATIONS

LEVEL	SQ. FOOTAGE
LEVEL G1 - INCLUDES LOBBY	539 S.F.
LEVEL R1 - INCLUDES LOBBY, COMMUNITY SPACES, & TERRACES	19,869 S.F.
LEVEL R2 - INCLUDES LOBBY, TERRACES & OBSERVATION DECKS	1,591 S.F.
LEVEL R3 - INCLUDES LOBBY, TERRACES & OBSERVATION DECKS	1,559 S.F.
LEVEL R4 - INCLUDES LOBBY, TERRACES & OBSERVATION DECKS	3,003 S.F.
TOTAL COMMON OPEN SPACE	26,561 S.F.

PRIVATE OPEN SPACE CALCULATIONS

UNIT		SQ. FOOTAGE
UNIT A1 - INC. PATIOS & BALC.S	4 X 81 S.F.	324 S.F.
UNIT B1 - INC. PATIOS & BALC.S	4 X 38 S.F.	152 S.F.
UNIT B2 - INC. PATIOS & BALC.S	121 X 71 S.F.	8,591 S.F.
UNIT B3 - INC. PATIOS & BALC.S	4 X 61 S.F.	244 S.F.
UNIT C1 - INC. PATIOS & BALC.S	12 X 76 S.F.	912 S.F.
TOTAL PRIVATE OPEN SPACE		10,223 S.F.

NOTE: REFER TO UNIT PLANS FOR PATIO & BALCONY LOCATIONS

TOTAL OPEN SPACE CALCULATIONS

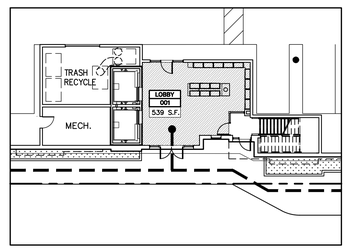
SPACE	SQ. FOOTAGE
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TOTAL PRIVATE OPEN SPACE	10,223 S.F.
TOTAL OPEN SPACE	36,784 S.F.

PROPOSED OPEN SPACE RATIO

36,784 S.F. / 145 UNITS	253.6 S.F. / UNIT

LEGEND

EXTERIOR COMMON OPEN SPACE	
INTERIOR/COVERED OPEN SPACE	



PART. BLDG. PLAN - LEVEL G1

COMMON OPEN SPACE

SCALE: 1/16" = 1'-0"

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

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7956 LESTER AVE.
Lemon Grove, CA 91945
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COMMON OPEN SPACE EXHIBIT

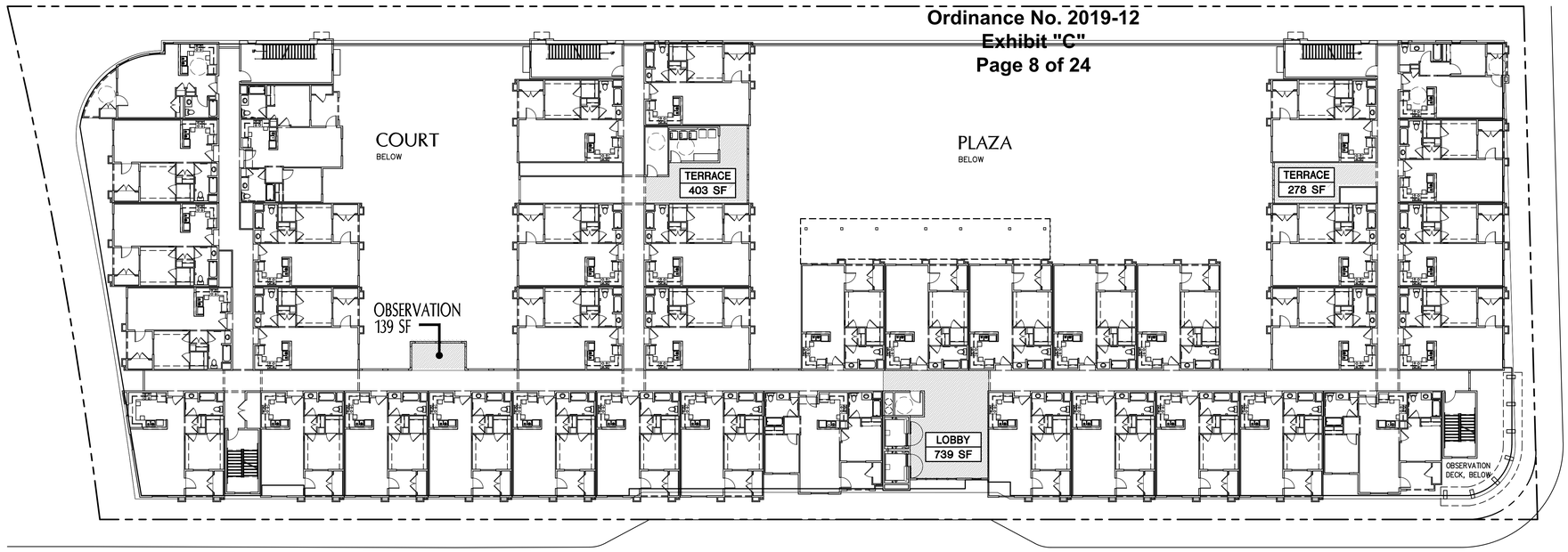
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LICENSED ARCHITECT
KEVIN S. RODRIGUEZ
No. C15627
REN. 09-30-19
STATE OF CALIFORNIA

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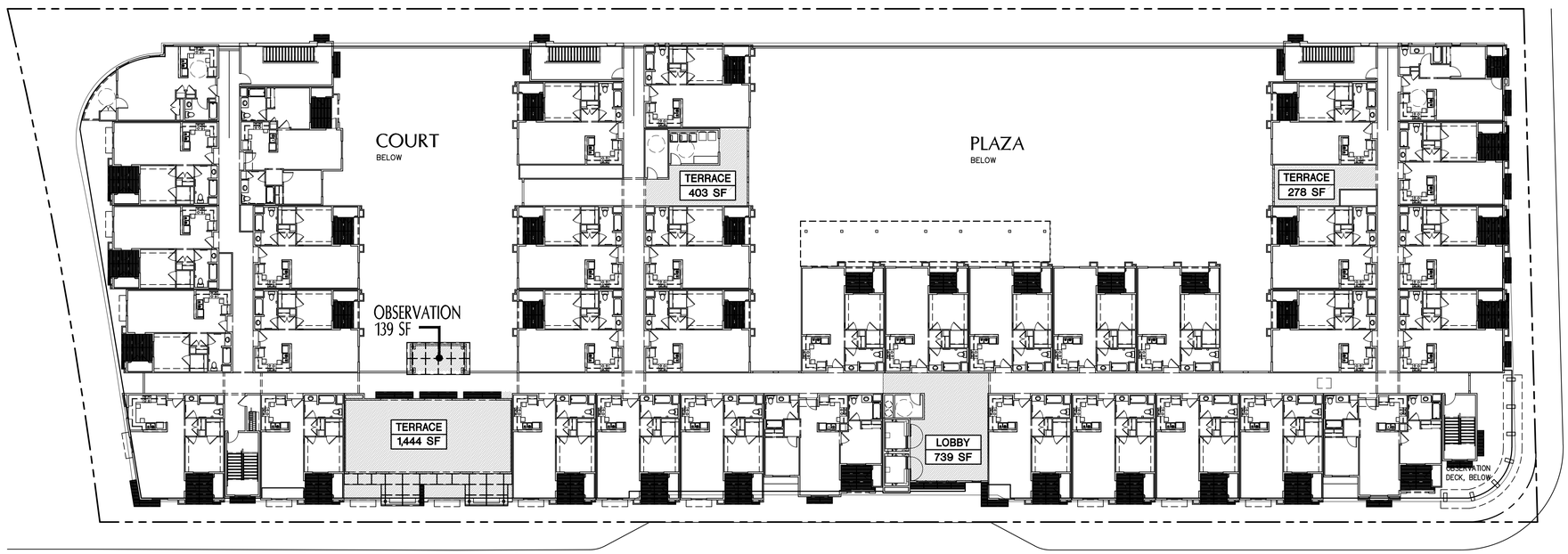
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BUILDING FLOOR PLAN - LEVEL R3

COMMON OPEN SPACE

SCALE: 1/16" = 1'-0"



BUILDING FLOOR PLAN - LEVEL R4

COMMON OPEN SPACE

SCALE: 1/16" = 1'-0"

RODRIGUEZ ASSOCIATES
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UNIT A1 - INC. PATIOS & BALC.S	4 X 81 S.F.	324 S.F.
UNIT B1 - INC. PATIOS & BALC.S	4 X 38 S.F.	152 S.F.
UNIT B2 - INC. PATIOS & BALC.S	121 X 71 S.F.	8,591 S.F.
UNIT B3 - INC. PATIOS & BALC.S	4 X 61 S.F.	244 S.F.
UNIT C1 - INC. PATIOS & BALC.S	12 X 76 S.F.	912 S.F.
TOTAL PRIVATE OPEN SPACE		10,223 S.F.

NOTE: REFER TO UNIT PLANS FOR PATIO & BALCONY LOCATIONS

TOTAL OPEN SPACE CALCULATIONS

SPACE	SQ. FOOTAGE
TOTAL COMMON OPEN SPACE	26,561 S.F.
TOTAL PRIVATE OPEN SPACE	10,223 S.F.
TOTAL OPEN SPACE	36,784 S.F.

PROPOSED OPEN SPACE RATIO

36,784 S.F. / 145 UNITS	253.6 S.F. / UNIT

LEGEND

EXTERIOR COMMON OPEN SPACE	
INTERIOR/COVERED OPEN SPACE	

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

COMMON OPEN SPACE EXHIBIT

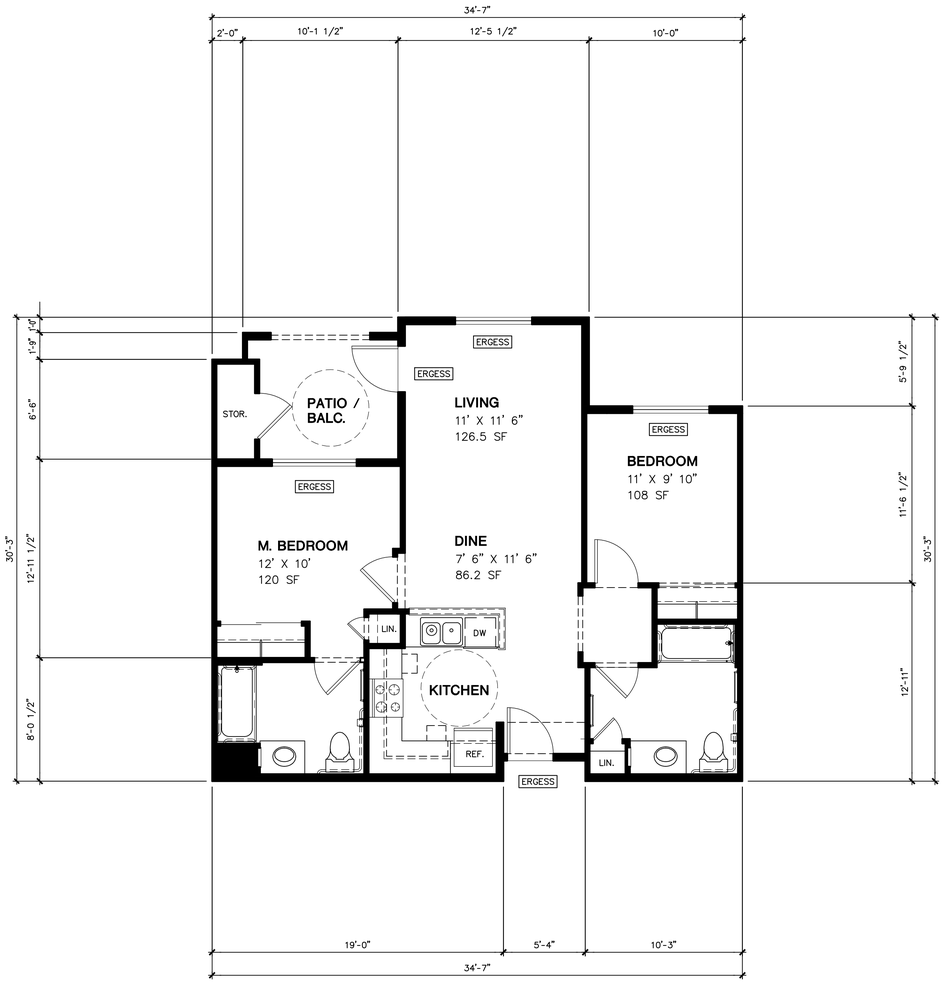
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▲	3	4TH DES. SUBMITTAL	04-10-19	▲			

LICENSED ARCHITECT
JORGE S. RODRIGUEZ
No. C15627
REN. 09-30-19
STATE OF CALIFORNIA

DATE: NOV. 14, 2018
JOB NO.:
DRAWN:
CHECKED:

SHEET
OS.2

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UNIT C1

2 BEDROOM - 2 BATH

SCALE: 1/4" = 1'-0"

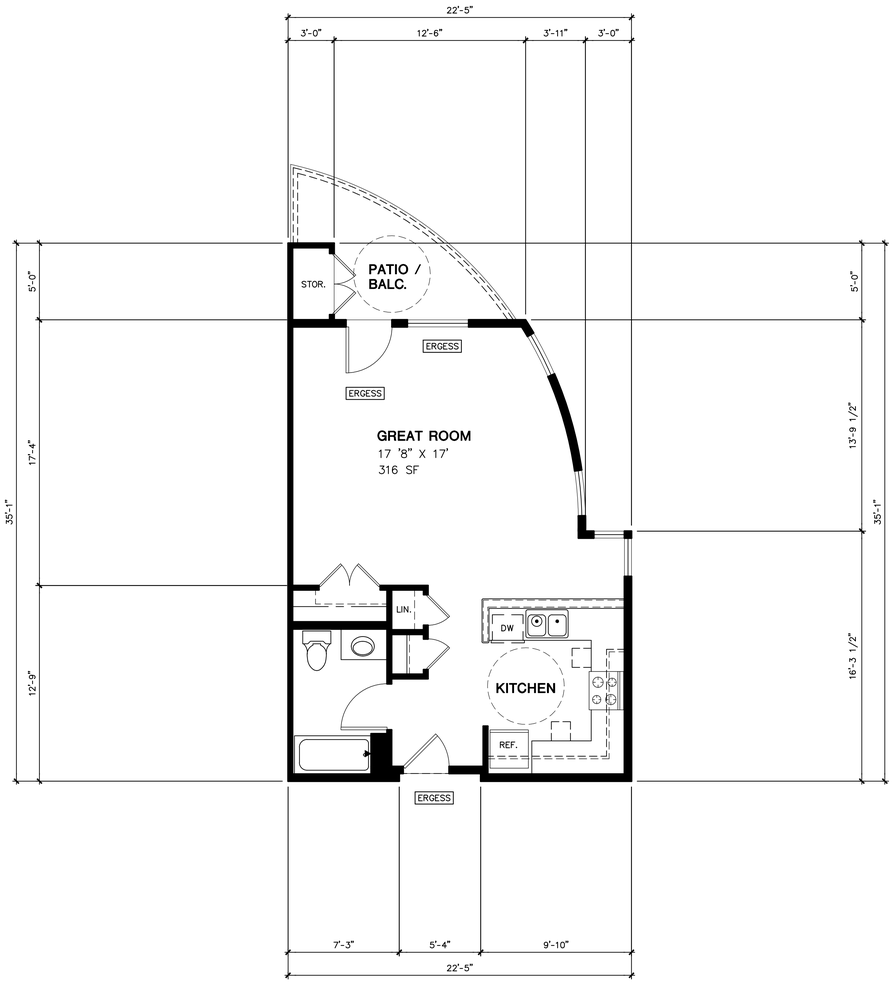
ERGESS INDICATES EMERGENCY EGRESS & RESCUE DOOR OR WINDOW LOCATION

ACCESSIBLE & ADAPTABLE UNITS AT ALL LEVELS

SPACE	SQ. FOOTAGE
LIVING AREA	869 S.F.
SUB-TOTAL	**869 S.F.**

ACCESSORY AREAS

SPACE	SQ. FOOTAGE
COVERED PATIO/BALC.	76 S.F.
STORAGE	20 S.F.
SUB-TOTAL	**96 S.F.**
TOTAL	**965 S.F.**



UNIT A1

STUDIO - 1 BATH

SCALE: 1/4" = 1'-0"

ERGESS INDICATES EMERGENCY EGRESS & RESCUE DOOR OR WINDOW LOCATION

ACCESSIBLE & ADAPTABLE UNITS AT ALL LEVELS

SPACE	SQ. FOOTAGE
LIVING AREA	612 S.F.
SUB-TOTAL	**612 S.F.**

ACCESSORY AREAS

SPACE	SQ. FOOTAGE
COVERED PATIO/BALC.	81 S.F.
STORAGE	15 S.F.
SUB-TOTAL	**96 S.F.**
TOTAL	**708 S.F.**

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
4080 CENTRE ST. SUITE 104, SAN DIEGO, CA 92103 (619) 544-8951 (619) 544-8941 FAX

SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

ALL IDEAS, DESIGNS, ARRANGEMENTS & PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY, & THE PROPERTY OF RODRIGUEZ ASSOCIATES ARCHITECTS & PLANNERS, INC. & WERE CREATED, EVOLVED & DEVELOPED FOR USE ON & IN CONNECTION WITH THE SPECIFIED PROJECT. NONE OF SUCH IDEAS, DESIGNS, ARRANGEMENTS OR PLANS SHALL BE USED WITHOUT THE WRITTEN PERMISSION OF RODRIGUEZ ASSOCIATES ARCHITECTS & PLANNERS, INC. WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB, & THIS OFFICE MUST BE NOTIFIED OF ALL VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.

QUINCE STREET SENIOR HOUSING DEVELOPMENT

ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

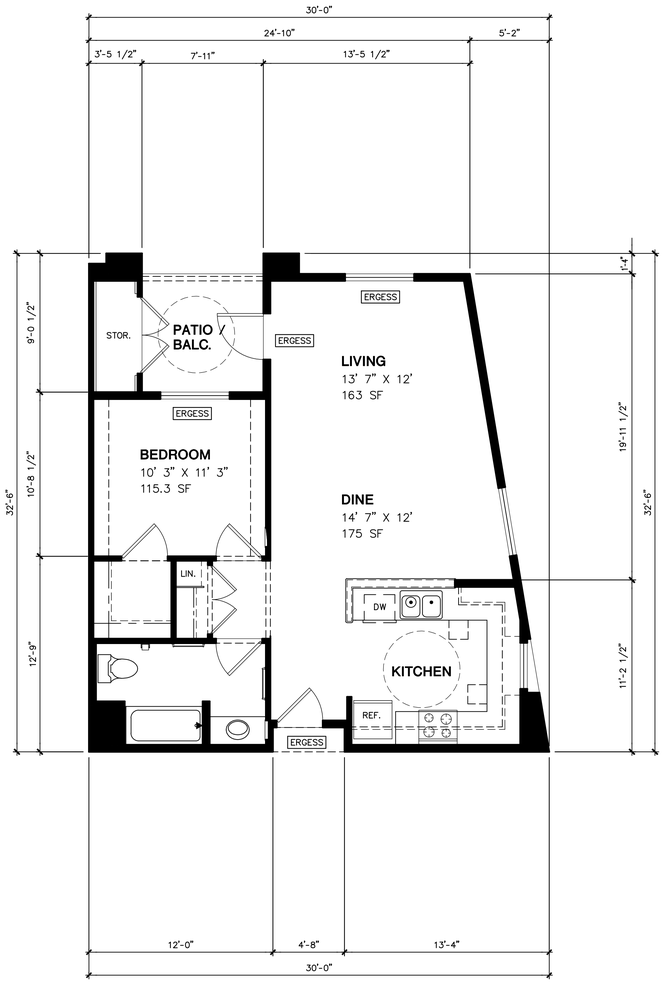
UNIT PLANS

REV. NO.	DESCRIPTION	DATE	REV. NO.	DESCRIPTION	DATE
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▲ 3	4TH DES. SUBMITTAL	04-10-19	▲		

LICENSED ARCHITECT CARLOS S. RODRIGUEZ No. C15627 REN. 09-30-19 STATE OF CALIFORNIA

DATE NOV. 14, 2018
JOB NO.
DRAWN
CHECKED

SHEET **A0.1**



UNIT B3

1 BEDROOM - 1 BATH

SCALE: 1/4" = 1'-0"

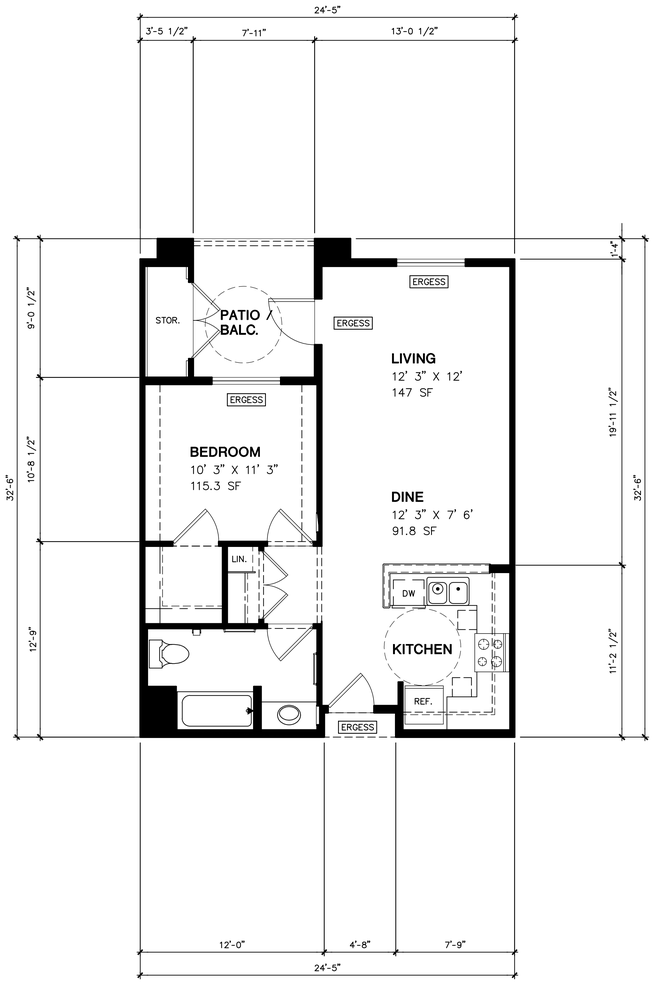
ERGESS INDICATES EMERGENCY EGRESS & RESCUE DOOR OR WNDOW LOCATION

ACCESSIBLE & ADAPTABLE UNITS AT ALL LEVELS

SPACE	SQ. FOOTAGE
LIVING AREA	767 S.F.
SUB-TOTAL	**767 S.F.**

ACCESSORY AREAS

SPACE	SQ. FOOTAGE
COVERED PATIO/BALC.	61 S.F.
STORAGE	30 S.F.
SUB-TOTAL	**91 S.F.**
TOTAL	**858 S.F.**



UNIT B2

1 BEDROOM - 1 BATH

SCALE: 1/4" = 1'-0"

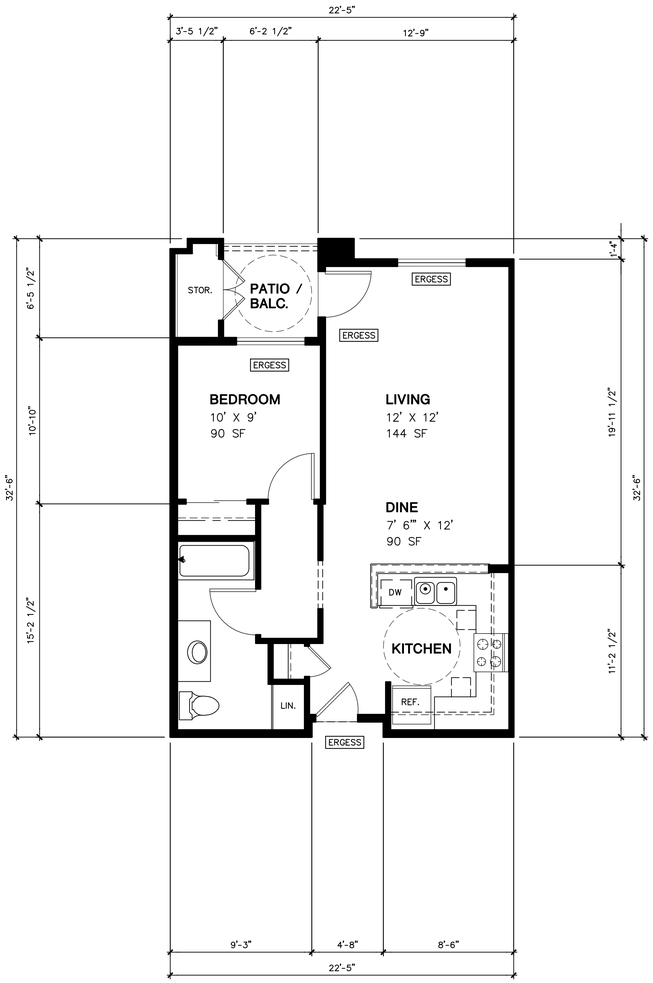
ERGESS INDICATES EMERGENCY EGRESS & RESCUE DOOR OR WNDOW LOCATION

ACCESSIBLE & ADAPTABLE UNITS AT ALL LEVELS

SPACE	SQ. FOOTAGE
LIVING AREA	665 S.F.
SUB-TOTAL	**665 S.F.**

ACCESSORY AREAS

SPACE	SQ. FOOTAGE
COVERED PATIO/BALC.	71 S.F.
STORAGE	29 S.F.
SUB-TOTAL	**100 S.F.**
TOTAL	**765 S.F.**



UNIT B1

1 BEDROOM - 1 BATH

SCALE: 1/4" = 1'-0"

ERGESS INDICATES EMERGENCY EGRESS & RESCUE DOOR OR WNDOW LOCATION

ACCESSIBLE & ADAPTABLE UNITS AT ALL LEVELS

SPACE	SQ. FOOTAGE
LIVING AREA	645 S.F.
SUB-TOTAL	**645 S.F.**

ACCESSORY AREAS

SPACE	SQ. FOOTAGE
COVERED PATIO/BALC.	38 S.F.
STORAGE	21 S.F.
SUB-TOTAL	**59 S.F.**
TOTAL	**704 S.F.**

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
4080 CENTRE ST. SUITE 104, SAN DIEGO, CA 92103 (619) 544-8951 (619) 544-8941 FAX

SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

QUINCE STREET SENIOR HOUSING DEVELOPMENT

ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

UNIT PLANS

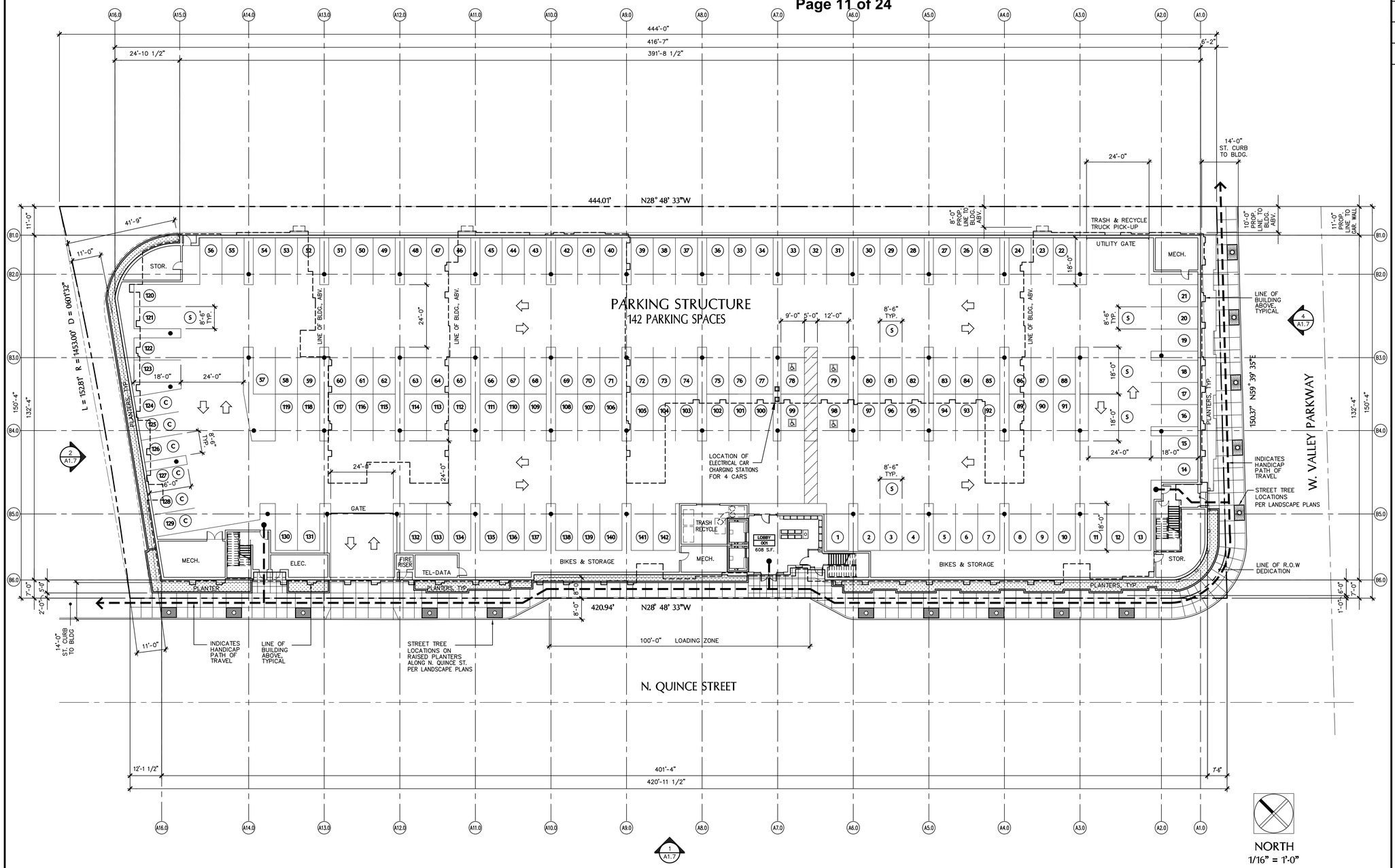
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▲	3	4TH DES. SUBMITTAL	04-10-19	▲			

LICENSED ARCHITECT — GREGG S. RODRIGUEZ — R.C.E. No. C15627 — REN. 09-30-19 — STATE OF CALIFORNIA

DATE NOV. 14, 2018
JOB NO.
DRAWN
CHECKED

SHEET **A0.2**

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BUILDING FLOOR PLAN - G1 LEVEL

53,724 SQUARE FEET

SCALE: 1/16" = 1'-0"

FIRE DEPARTMENT NOTE:

PER CITY OF ESCONDIDO, THE BUILDING SHALL BE SPRINKLERED PER NFPA 13, CLASS I STANDPIPES, FIRE ALARMS, FIRE COMMAND CENTER, ANNUCIATION ID AND LOCKING STAIRWAY DOOR.

PLAN NOTE:

REFER TO CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURAL PLANS FOR ADDITIONAL SITE & PODIUM INFORMATION AND DETAILS.

LEVEL G1 - AREA CALCULATIONS

SPACE	SQ. FOOTAGE
GARAGE PARKING AREA	49,733 S.F.
LOBBY / ELEVATORS / STAIRS	1,650 S.F.
MECHANICAL / UTILITY SPACES	1,997 S.F.
TRASH / RECYCLE ROOM	344 S.F.
TOTAL AREA - LEVEL G1	53,724 S.F.

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
4080 CENTRE ST. SUITE 104, SAN DIEGO, CA 92103 (619) 544-8951 (619) 544-8941 FAX

SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

QUINCE STREET SENIOR HOUSING DEVELOPMENT

ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

1ST FLR. PLAN - GARAGE LEVEL

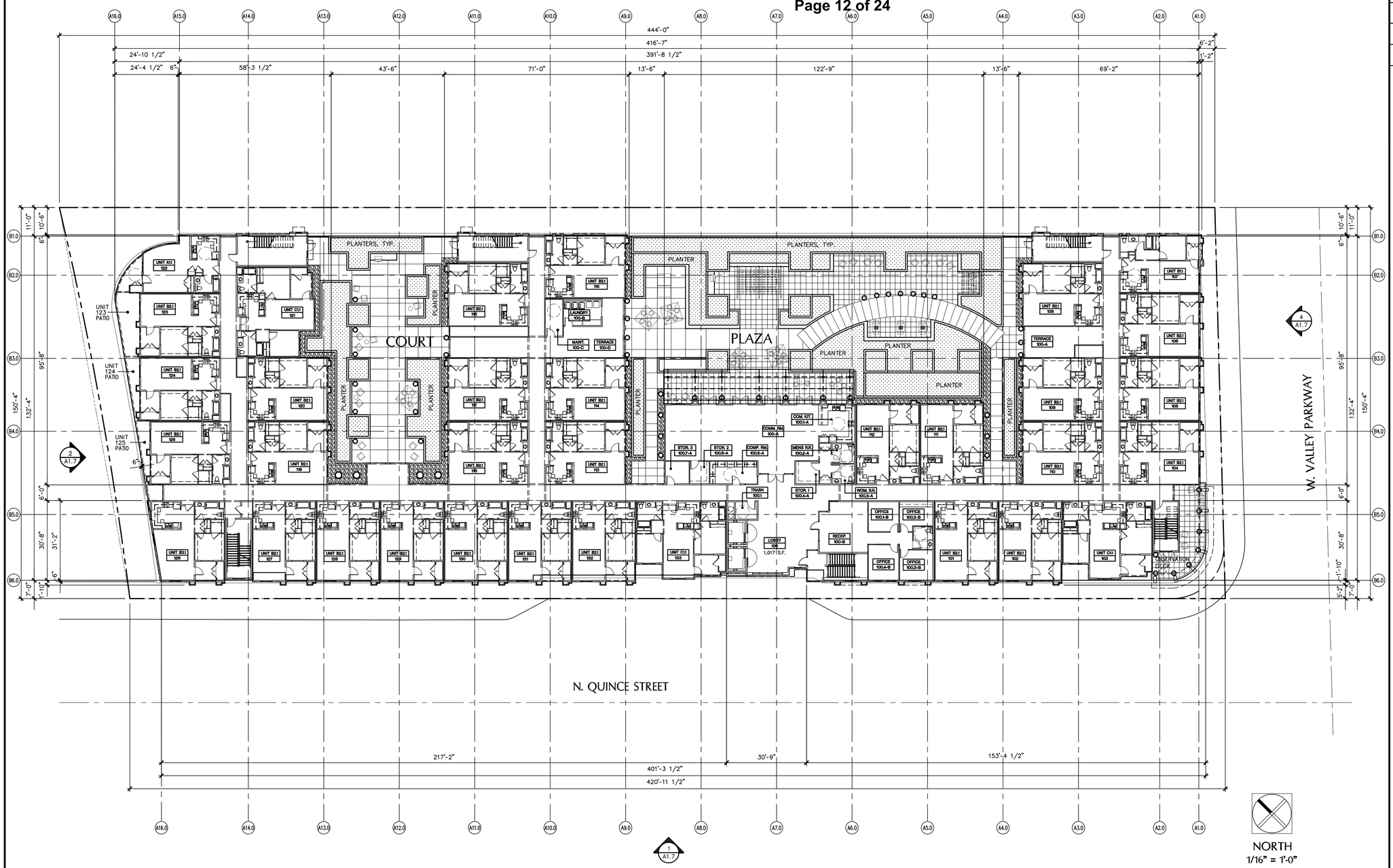
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▲	3	4TH DES. SUBMITTAL	04-10-19	▲			

LICENSED ARCHITECT
DIEGO S. RODRIGUEZ
No. C15627
REN. 09-30-19
STATE OF CALIFORNIA

DATE NOV. 14, 2018
JOB NO.
DRAWN
CHECKED

SHEET A1.1

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NORTH
1/16" = 1'-0"

BUILDING FLOOR PLAN - LEVEL R1

38,008 SQUARE FEET

SCALE: 1/16" = 1'-0"

FIRE DEPARTMENT NOTE:

PER CITY OF ESCONDIDO, THE BUILDING SHALL BE SPRINKLERED PER NFPA 13, CLASS I STANDPIPES, FIRE ALARMS, FIRE COMMAND CENTER, ANNUCIATION ID AND LOCKING STAIRWAY DOOR.

PLAN NOTE:

REFER TO CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURAL PLANS FOR ADDITIONAL SITE & PODIUM INFORMATION AND DETAILS.

LEVEL R1 - AREA CALCULATIONS

SPACE	SQ. FOOTAGE
APARTMENT UNITS / PATIOS	27,546 S.F.
LOBBY	1,017 S.F.
COMMUNITY AREA	2,176 S.F.
LEASING OFFICE	1,167 S.F.
MAINTENACE ROOM	111 S.F.
LAUNDRY ROOM	159 S.F.
TRASH ROOM	93 S.F.
UTILITY / STORAGE AREAS	263 S.F.
CORRIDORS / STAIRS / CIRCULATION	4,795 S.F.
TERRACES	681 S.F.
TOTAL AREA - LEVEL R1	**38,008 S.F.**
LEVEL R1 - OPEN PODIUM / NON-BUILDING AREA	16,316

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
4080 CENTRE ST. SUITE 104, SAN DIEGO, CA 92103 (619) 544-8951 (619) 544-8941 FAX

SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

QUINCE STREET SENIOR HOUSING DEVELOPMENT

ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

2ND FLR. PLAN - R1 LEVEL

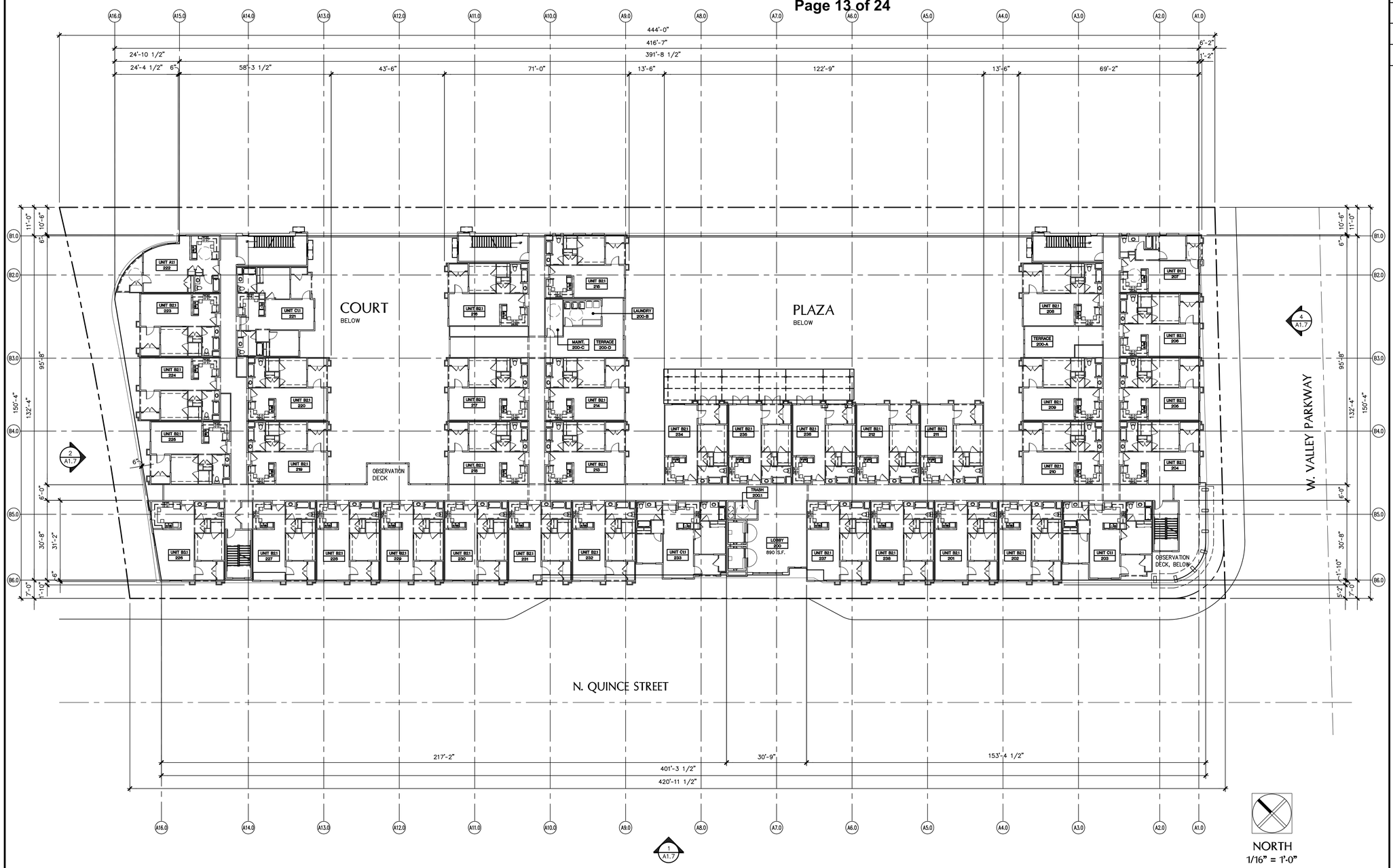
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LICENSED ARCHITECT
DIEGO S. RODRIGUEZ
No. C15627
REN. 09-30-19
STATE OF CALIFORNIA

DATE NOV. 14, 2018
JOB NO.
DRAWN
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SHEET
A1.2

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BUILDING FLOOR PLAN - LEVEL R2

38,008 SQUARE FEET

SCALE: 1/16" = 1'-0"

FIRE DEPARTMENT NOTE:

PER CITY OF ESCONDIDO, THE BUILDING SHALL BE SPRINKLERED PER NFPA 13, CLASS I STANDPIPES, FIRE ALARMS, FIRE COMMAND CENTER, ANNUCIATION ID AND LOCKING STAIRWAY DOOR.

LEVEL R2 - AREA CALCULATIONS

SPACE	SQ. FOOTAGE
APARTMENT UNITS / BALCONIES	31,016 S.F.
LOBBY	890 S.F.
MAINTENACE ROOM	111 S.F.
LAUNDRY ROOM	159 S.F.
TRASH ROOM	93 S.F.
UTILITY / STORAGE AREAS	263 S.F.
CORRIDORS / STAIRS / CIRCULATION	4,795 S.F.
TERRACES	681 S.F.
TOTAL AREA - LEVEL R2	38,008 S.F.

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
4080 CENTRE ST. SUITE 104, SAN DIEGO, CA 92103 (619) 544-8951 (619) 544-8941 FAX

SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

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QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

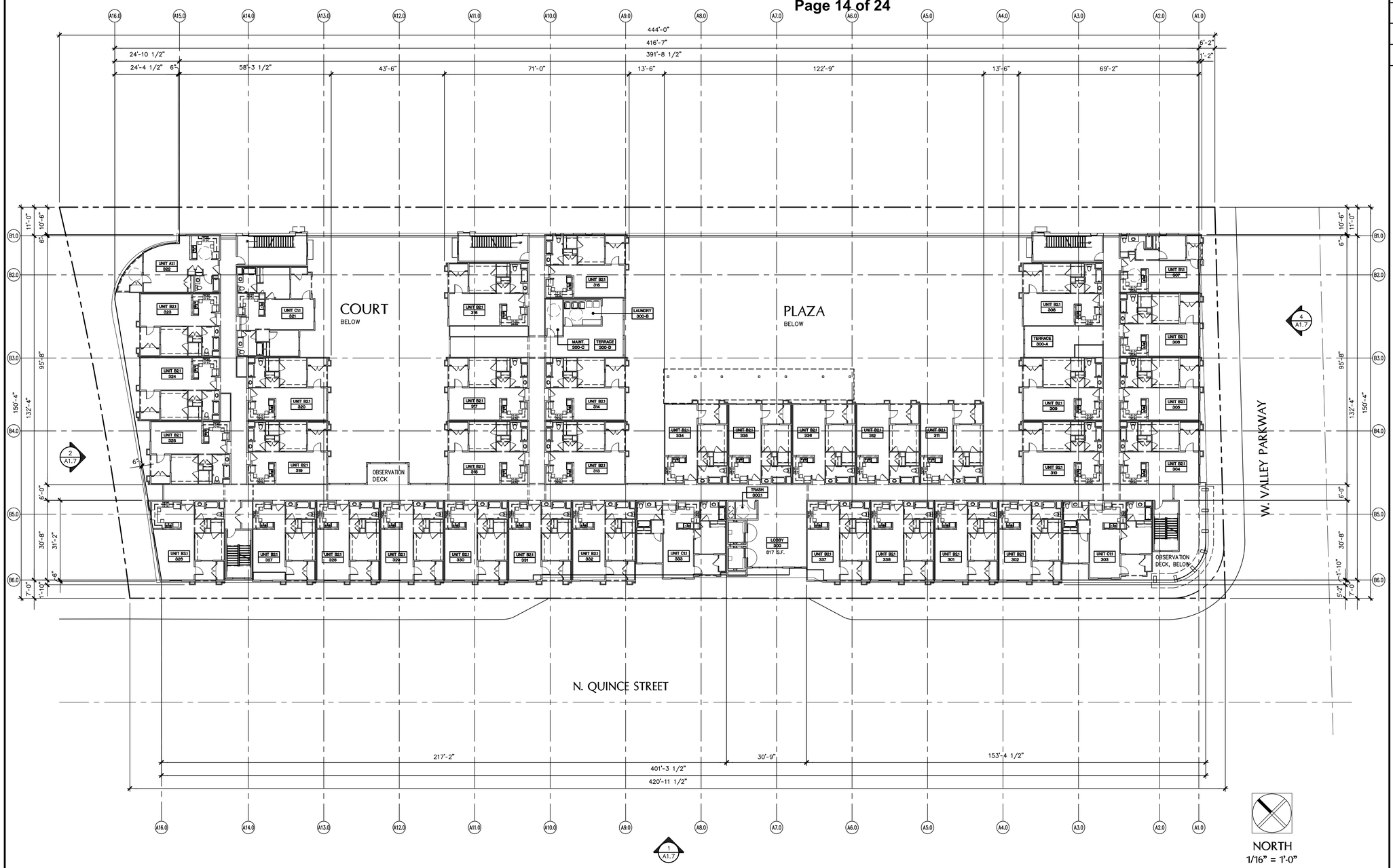
3RD FLR. PLAN - R2 LEVEL

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LICENSED ARCHITECT
DIEGO S. RODRIGUEZ
No. C15627
REN. 09-30-19
STATE OF CALIFORNIA

DATE NOV. 14, 2018
JOB NO.
DRAWN
CHECKED

SHEET A1.3



BUILDING FLOOR PLAN - LEVEL R3

37,965 SQUARE FEET

SCALE: 1/16" = 1'-0"

FIRE DEPARTMENT NOTE:

PER CITY OF ESCONDIDO, THE BUILDING SHALL BE SPRINKLERED PER NFPA 13, CLASS I STANDPIPES, FIRE ALARMS, FIRE COMMAND CENTER, ANNUCIATION ID AND LOCKING STAIRWAY DOOR.

LEVEL R3 - AREA CALCULATIONS

SPACE	SQ. FOOTAGE
APARTMENT UNITS / BALCONIES	31,016 S.F.
LOBBY	817 S.F.
MAINTENACE ROOM	111 S.F.
LAUNDRY ROOM	159 S.F.
TRASH ROOM	93 S.F.
UTILITY / STORAGE AREAS	263 S.F.
CORRIDORS / STAIRS / CIRCULATION	4,825 S.F.
TERRACES	681 S.F.
TOTAL AREA - LEVEL R3	37,965 S.F.

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
4080 CENTRE ST. SUITE 104, SAN DIEGO, CA 92103 (619) 544-8951 (619) 544-8941 FAX

SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

4TH FLR. PLAN - R3 LEVEL

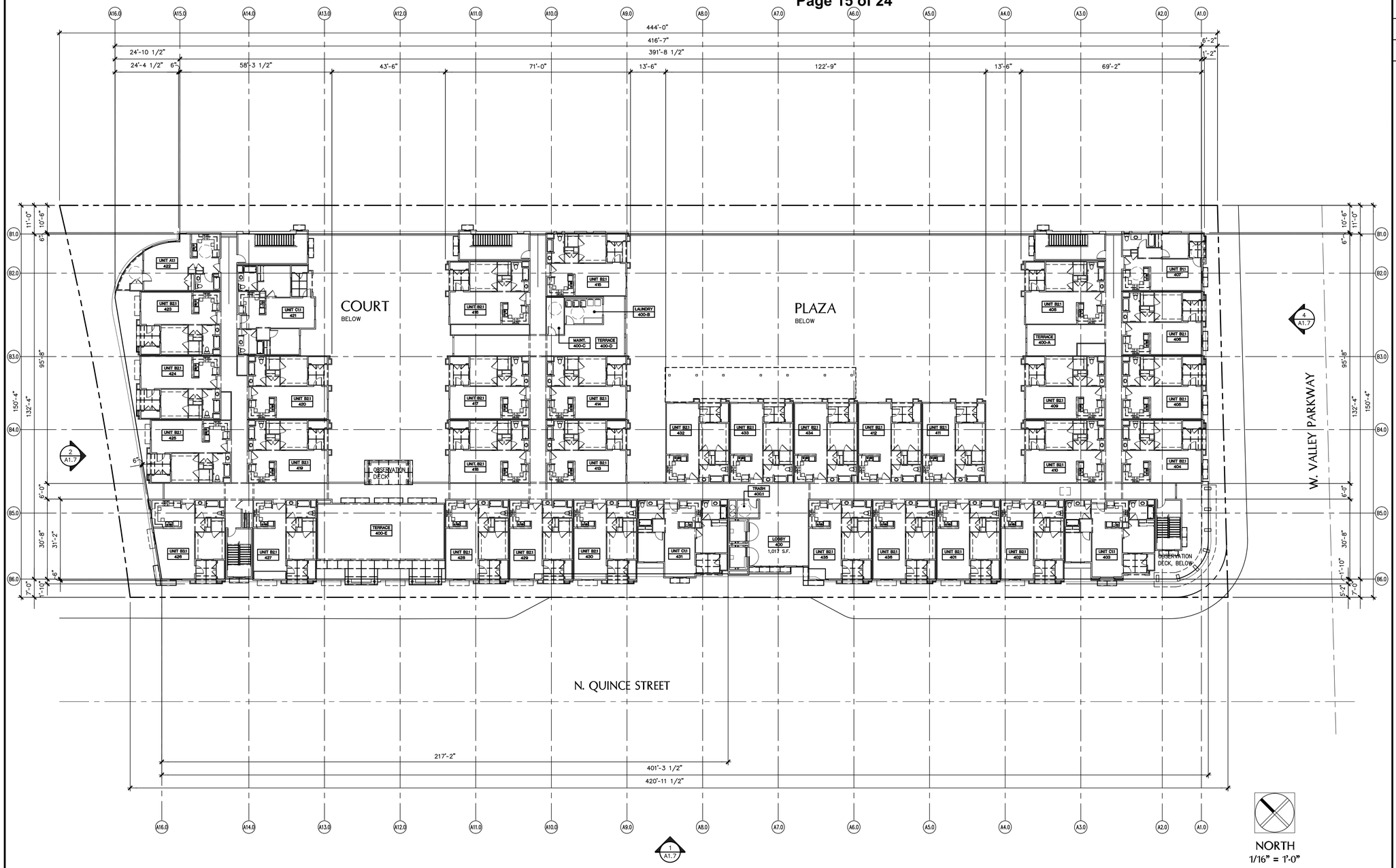
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LICENSED ARCHITECT
DIEGO S. RODRIGUEZ
No. C15627
REN. 09-30-19
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NORTH
1/16" = 1'-0"

BUILDING FLOOR PLAN - LEVEL R4

37,965 SQUARE FEET

SCALE: 1/16" = 1'-0"

FIRE DEPARTMENT NOTE:

PER CITY OF ESCONDIDO, THE BUILDING SHALL BE SPRINKLERED PER NFPA 13, CLASS I STANDPIPES, FIRE ALARMS, FIRE COMMAND CENTER, ANNUCIATION ID AND LOCKING STAIRWAY DOOR.

LEVEL R4 - AREA CALCULATIONS

SPACE	SQ. FOOTAGE
APARTMENT UNITS / BALCONIES	29,516 S.F.
LOBBY	817 S.F.
MAINTENACE ROOM	111 S.F.
LAUNDRY ROOM	159 S.F.
TRASH ROOM	93 S.F.
UTILITY / STORAGE AREAS	263 S.F.
CORRIDORS / STAIRS / CIRCULATION	4,825 S.F.
TERRACES	2,181 S.F.
TOTAL AREA - LEVEL R3	37,965 S.F.

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
4080 CENTRE ST. SUITE 104, SAN DIEGO, CA 92103 (619) 544-8951 (619) 544-8941 FAX

SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

5TH FLR. PLAN - R4 LEVEL

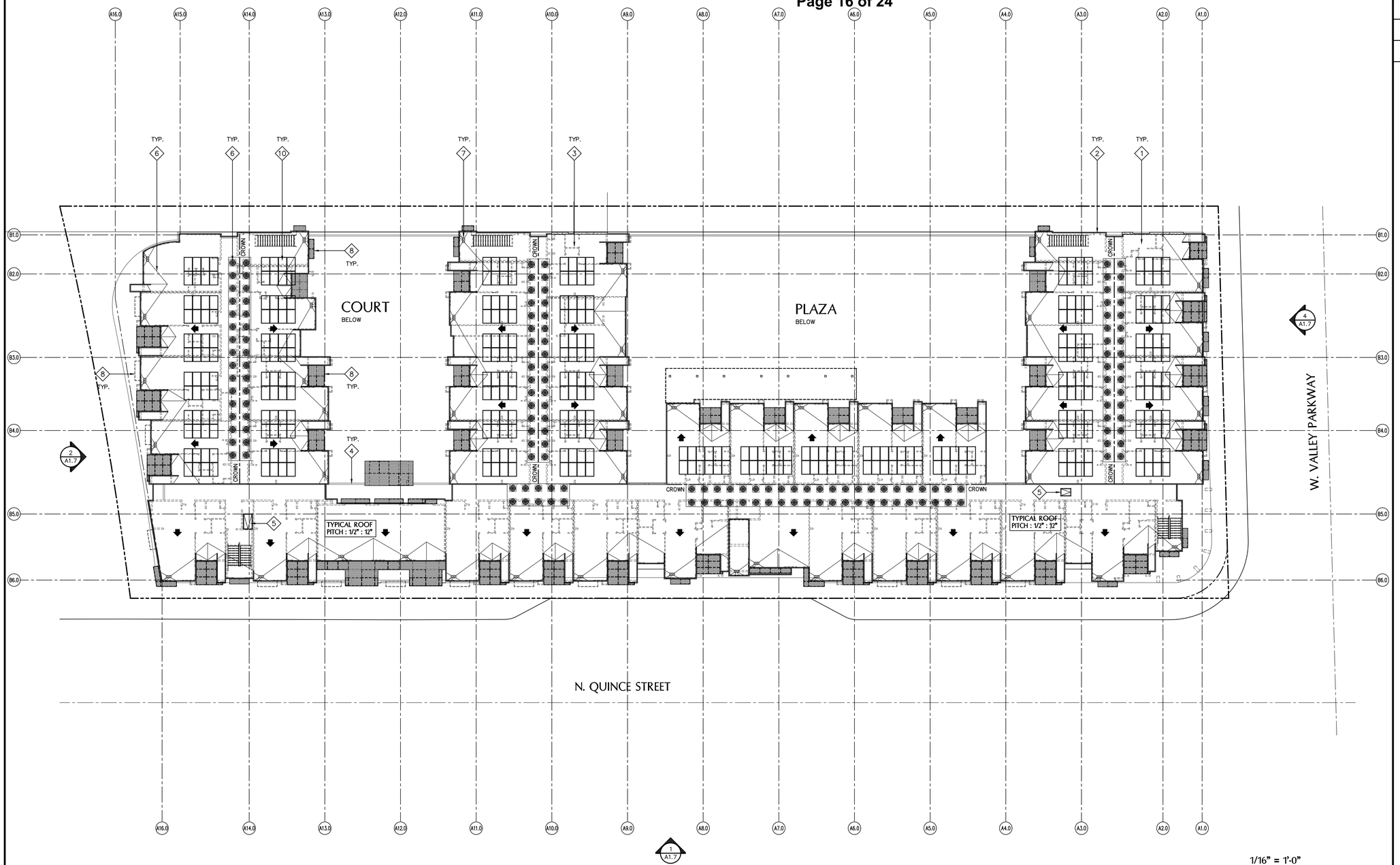
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▲	3	4TH DES. SUBMITTAL	04-10-19	▲			

LICENSED ARCHITECT
CARLOS S. RODRIGUEZ
No. C15627
REN. 09-30-19
STATE OF CALIFORNIA

DATE: NOV. 14, 2018
JOB NO.
DRAWN
CHECKED

SHEET
A1.5

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1/16" = 1'-0"

BUILDING ROOF PLAN

SCALE: 1/16" = 1'-0"

NOTE:
MECHANICAL AND ELECTRICAL EQUIPMENT AND OTHER BUILDING APPUTENANCES (INCLUDING DOWNSPOUTS) SHALL BE SCREENED FROM PUBLIC VIEW.

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SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

TYPICAL ROOF LEGEND

1. T.P.O. ROOFING AT FLAT ROOF AREAS.
2. PARAPET WALL WITH METAL COPING.
3. LINE OF BUILDING WALLS, BELOW.
4. LINE OF OPEN BALCONY, BELOW.
5. LINE OF ROOF ACCESS PANEL.
6. LINE OF ROOF CRICKET.
7. LOCATION OF ROOF DRAIN.
8. HATCHED AREA INDICATES EXT. AWNING. (UPPER LEVEL / LOWER LEVEL)
9. AC MECH. EQUIP. LOCATION ON PLATFORM. (AC CONSENDER)
10. LOCATION OF ROOF MOUNTED SOLAR PANELS

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

ROOF PLAN

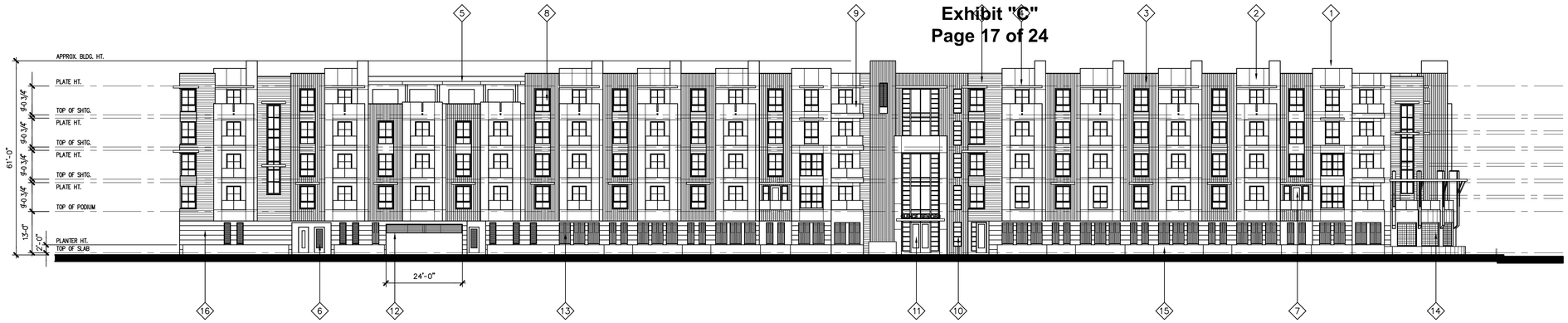
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▲	3	4TH DES. SUBMITTAL	04-10-19	▲			

LICENSED ARCHITECT
JORGE S. RODRIGUEZ
No. C15627
REN. 09-30-19
STATE OF CALIFORNIA

DATE: NOV. 14, 2018
JOB NO.:
DRAWN:
CHECKED:

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EXTERIOR ELEVATION 1

WEST EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"



EXTERIOR ELEVATION 4

SOUTH EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"



EXTERIOR ELEVATION 2

NORTH EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"



EXTERIOR ELEVATION 3

EAST EXTERIOR ELEVATION

SCALE: 1/16" = 1'-0"

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SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

TYPICAL EXTERIOR FINISHES

1. T.P.O. ROOFING AT FLAT ROOF AREAS
2. EXTERIOR STUCCO WALL FINISH
3. EXTERIOR GALV. METAL SIDING.
4. METAL DOOR & WINDOW CANOPIES
5. EXPOSED METAL TRELLIS MEMBERS
6. METAL CLAD EXTERIOR DOORS
7. METAL CLAD FRENCH DOORS
8. VINYL FRAMED WINDOWS
9. METAL OR GLASS BALCONY RAILINGS
10. STOREFRONT WINDOWS AT COMMON SPACES
11. STOREFRONT DOORS AT COMMON SPACES
12. METAL GATES AT GARAGE - PAINTED
13. METAL GRILLES AT GARAGE - PAINTED
14. METAL WALL ART PANELS AT STREET INTERSECTION
15. STREET LEVEL PLANTERS
16. 1" WIDE HORIZONTAL STUCCO REVEALS

EXTERIOR COLORS

- THE EXTERIOR COLOR RANGE, SUCH AS:
  - WARM GRAY
  - WARM SIENNA COLOR
  - BURNT OCHRE EARTH TONE
  - WARM / OFF-WHITES
  - EARTH GREEN / OLIVE
  - WARM CHARCOAL
  - METALLIC SILVER
- ACCENT COLOR RANGE, SUCH AS:
  - SLATE ORANGE / VERMILION
  - SLATE GREEN / SAGE
  - CLEAR ALUMINUM
  - WARM / OFF-WHITES
  - METALLIC SILVER

NOTE:
MECHANICAL AND ELECTRICAL EQUIPMENT AND OTHER BUILDING APPUTENANCES (INCLUDING DOWNSPOUTS) SHALL BE SCREENED FROM PUBLIC VIEW.

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

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EXTERIOR ELEVATIONS

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LICENSED ARCHITECT — ROGER S. RODRIGUEZ — No. C15627 — REN. 09-30-19 — STATE OF CALIFORNIA

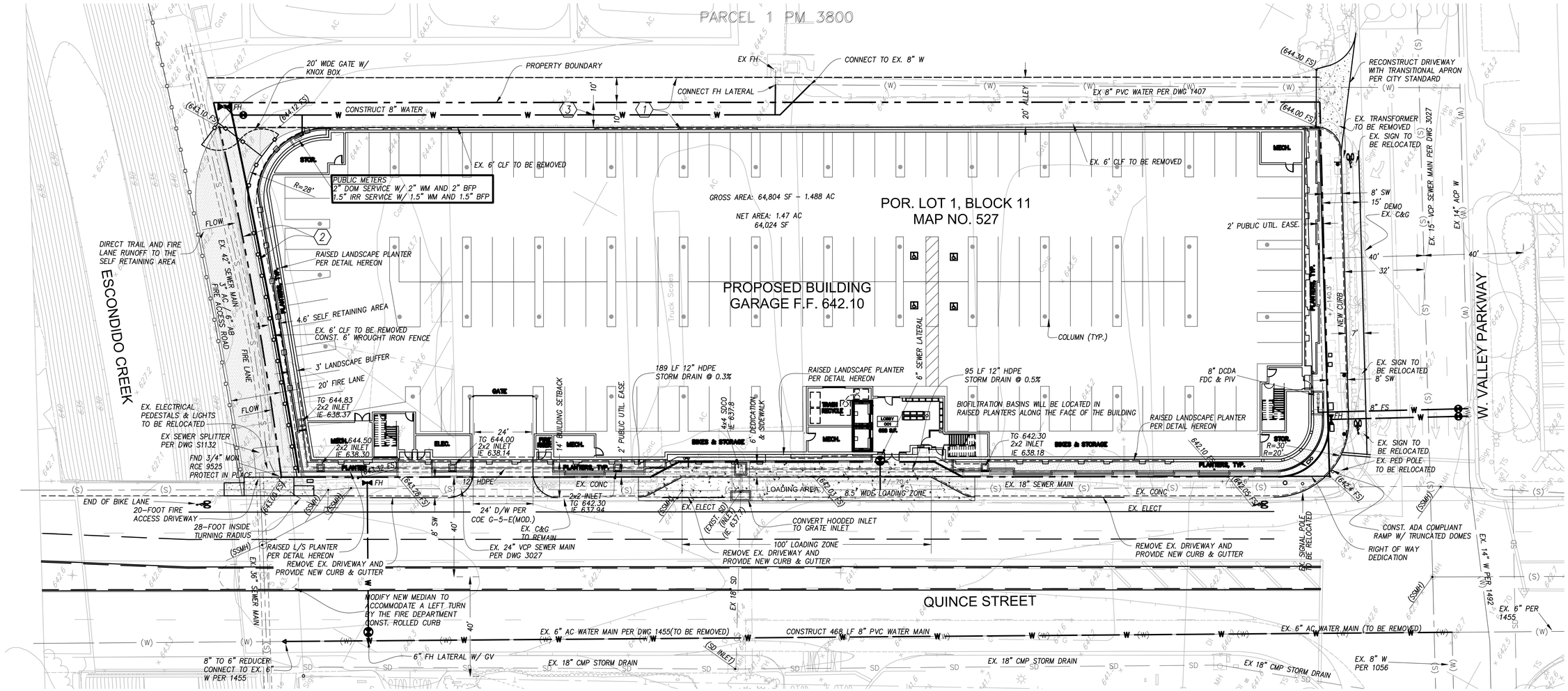
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Ordinance No. 2019-12
Exhibit "C"
Page 18 of 24

EARTHWORK QUANTITIES
1,000 CY OFFHAUL



LEGEND

- FIRE ACCESS ROAD
- RAISED BIOFILTRATION
- ROW
- CENTERLINE
- CURB AND GUTTER
- W — WATER MAIN
- WROUGHT IRON FENCE
- FIRE HYDRANT
- GATE VALVE
- PUBLIC SIDEWALK
- DCDA, FDC AND PIV
- S — SEWER LATERAL

EASEMENT NOTES

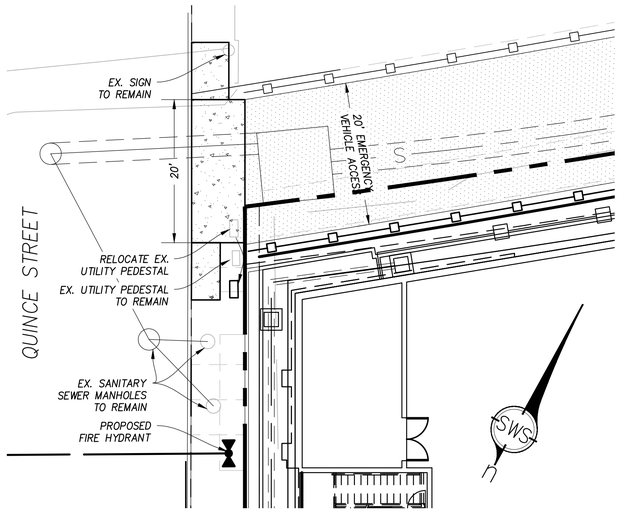
1. EXISTING ROAD AND PUBLIC UTILITY EASEMENT GRANTED IN A DOCUMENT; GRANTED TO: LAWRENCE W. WEIR AND MARIE A. WIER RECORDED ON NOVEMBER 1, 1965 AS DOC. NO. 1965-0197793 OF OFFICIAL RECORDS.
2. PROPOSED FIRE ACCESS EASEMENT ON PROJECT SITE EXTENDS TO FENCE ALONG THE BIKE PATH.
3. PROPOSED 10' WATERLINE EASEMENT TO THE CITY OF ESCONDIDO.

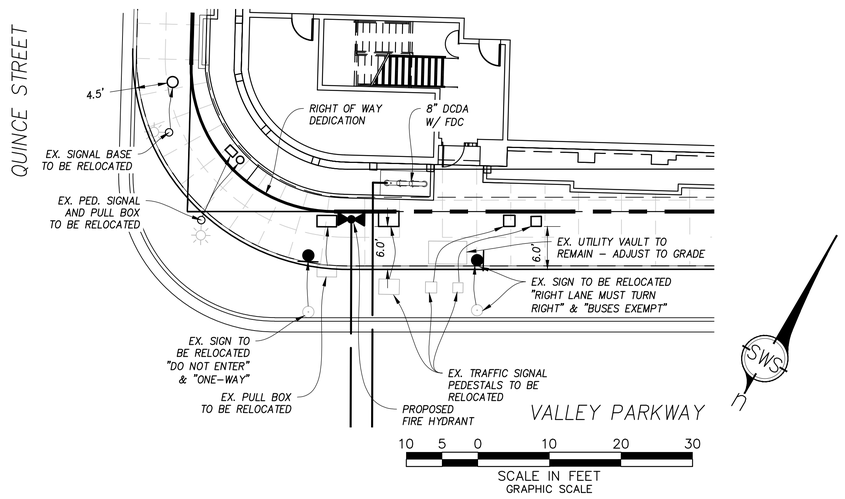
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GRAPHIC SCALE

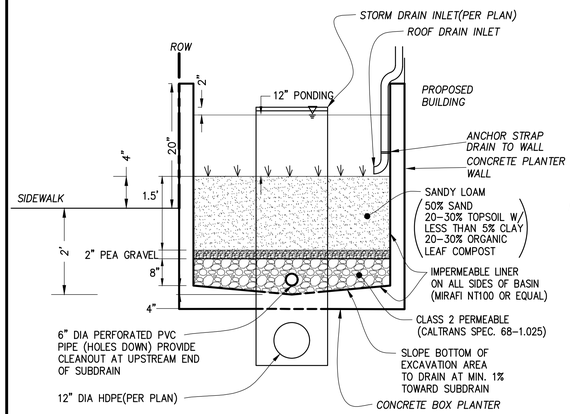
PRELIMINARY GRADING AND UTILITY PLAN

SWS ENGINEERING, INC.
CIVIL ENGINEERING • LAND PLANNING • SURVEYING
1635 Lake San Marcos Drive, Suite 200
San Marcos, CA 92078
P: 760-744-0011 F: 760-744-0046
31045 Temecula Parkway, Suite 201
Temecula, CA 92592
P: 951-296-2407 F: 951-587-9451

DATE: Jul 02, 19 8:46am by Matt Spencer
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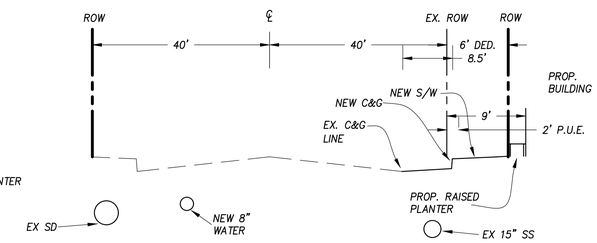






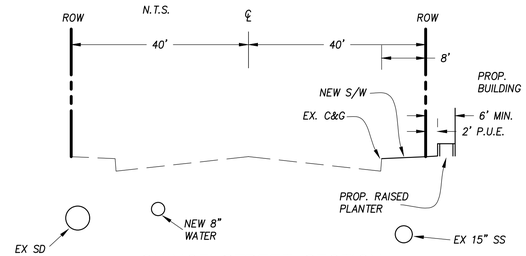
BIOFILTRATION RAISED PLANTER DETAIL

FACILITIES TO BE LOCATED ADJACENT TO THE BUILDING ALONG THE VALLEY PARKWAY AND QUINCE RIGHT OF WAYS



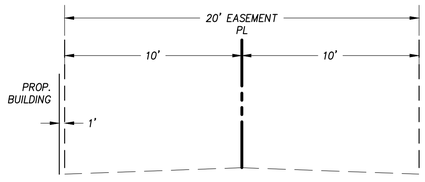
QUINCE STREET SECTION @ DROPOFF

N.T.S.



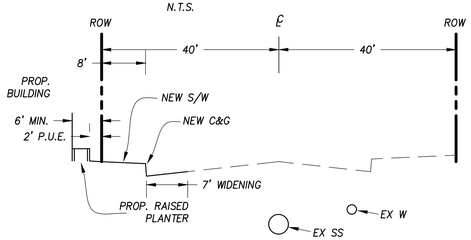
QUINCE STREET SECTION

N.T.S.



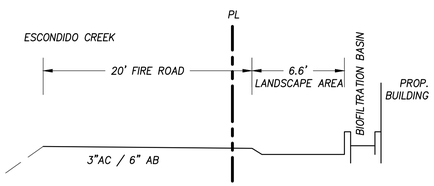
ALLEY SECTION

N.T.S.



VALLEY PARKWAY SECTION

N.T.S.



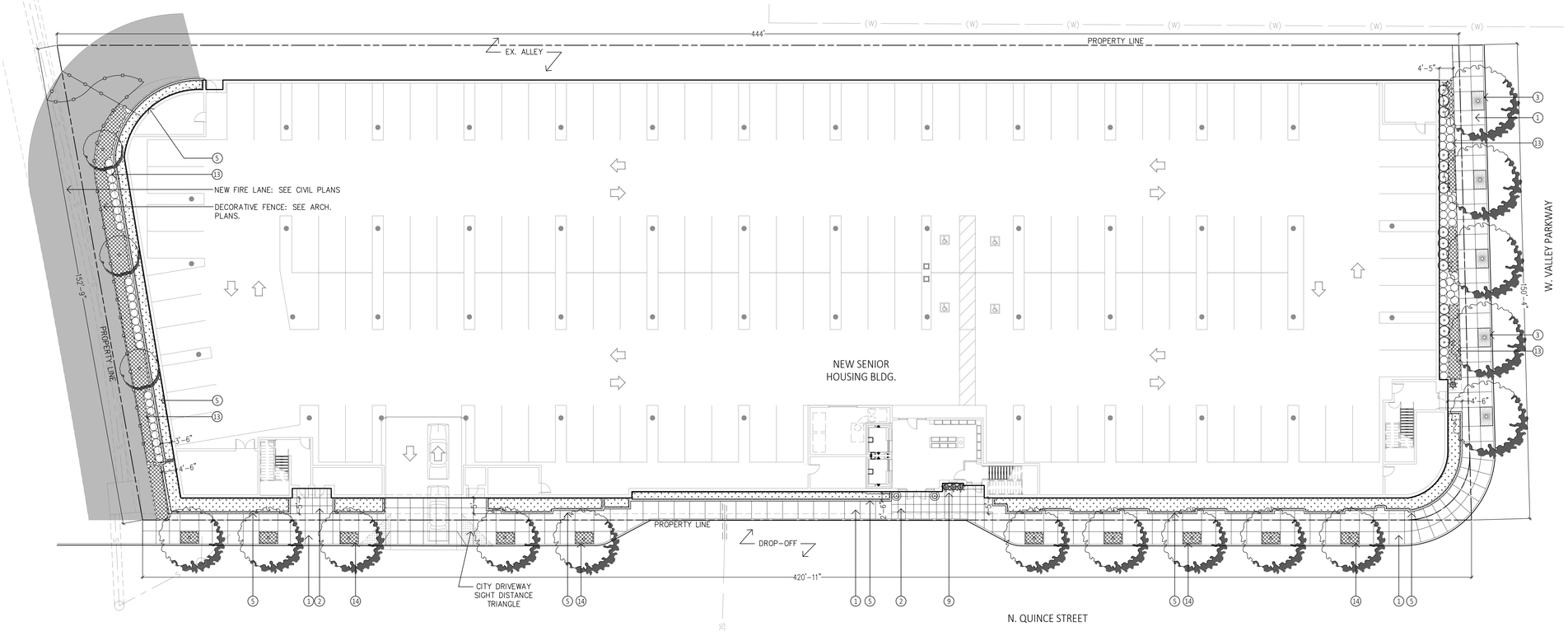
FIRE LANE SECTION

N.T.S.

DETAILS & SECTIONS

SWS ENGINEERING, INC.
CIVIL ENGINEERING • LAND PLANNING • SURVEYING
1635 Lake San Marcos Drive, Suite 200
San Marcos, CA 92078
P: 760.744.0011 F: 760.744.0046
31045 Temecula Parkway, Suite 201
Temecula, CA 92592
P: 951.296.3407 F: 951.587.0451

DATE: Jul 02, 19 8:19am by:Matt Spencer
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CONCEPTUAL LANDSCAPE PLAN - LEVEL 1

NORTH

SCALE: 1/16" = 1'-0"

CONCEPTUAL STATEMENT OF DESIGN INTENT

THE PROPOSED LANDSCAPE DESIGN IS INTENDED TO PROVIDE AN ENVIRONMENTALLY-RESPONSIBLE AND AESTHETICALLY-PLEASANT SOLUTION FOR BOTH THE PROJECT INHABITANTS AND THE LOCAL COMMUNITY AS A WHOLE. BOLD PLANT MASSINGS AND CONSIDERATION TO FORMS, TEXTURES, AND COLORS WILL BE PROVIDED SO AS TO PROVIDE AN APPROPRIATE NATURAL CONTEXT TO THE BUILDING AND ALSO PROVIDE YEAR-ROUND VISUAL INTEREST.

THE PROJECT SHALL COMPLY WITH ALL LOCAL AND STATE WATER CODES, INCLUDING AB 1881 (MWELO). THE IRRIGATION SYSTEM WILL UTILIZE LOW-VOLUME APPLICATION METHODS AND EFFICIENT WATER-BASED CONTROL TECHNOLOGIES.

THE LANDSCAPE PLANS SHALL ALSO BE PREPARED SO AS TO COMPLY WITH CITY OF ESCONDIDO LANDSCAPE GUIDELINES.

IRRIGATION SYSTEM

THE PROJECT SHALL BE DESIGNED SO AS TO COMPLY WITH THE STATE'S "MODEL WATER EFFICIENT LANDSCAPE ORDINANCE" (AB 1881). THE IRRIGATION SYSTEM WILL UTILIZE LOW-VOLUME APPLICATION METHODS AND EFFICIENT WATER-BASED CONTROL TECHNOLOGIES. HYDROZONES WILL BE SEPARATED BASED ON PLANT REQUIREMENTS AND SOLAR EXPOSURE.

THE LANDSCAPE PLANS SHALL ALSO BE PREPARED SO AS TO COMPLY WITH "THE CITY OF ESCONDIDO LANDSCAPE WATER CONSERVATION ORDINANCE."

ADDITIONAL DESIGN NOTES

THE MINIMUM TREE/IMPROVEMENT SEPARATION DISTANCES:
SEWER = 8FT, UNDERGROUND UTILITY LINES = 5FT, ABOVE GROUND UTILITY STRUCTURES = 10FT, DRIVEWAYS = 8FT

THE MINIMUM STREET TREE SHALL BE 15-GAL SIZE, 2" CALIPER AND 6FT IN HEIGHT IN ACCORDANCE WITH THE CITY OF ESCONDIDO STANDARDS.

ALL REQUIRED LANDSCAPE SHALL BE MAINTAINED IN A DISEASE, WEED, AND LITTER-FREE CONDITION AT ALL TIMES. SEVERE PRUNING OR "TOPPING" OF TREES IS NOT PERMITTED UNLESS SPECIFICALLY NOTED IN THIS PERMIT.

THE OWNER/PERMITEE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE IMPROVEMENTS SHOWN ON THE APPROVED PLANS, INCLUDING THE RIGHT-OF-WAY, CONSISTENT WITH THE LANDSCAPE STANDARDS.

LANDSCAPE DATA

PROPOSED LEVEL 1 PLANTING:	3136 SF
PROPOSED LEVEL 2 PLANTING:	5014 SF
PROPOSED PLANTING WITHIN R.O.W.:	360 SF
PROPOSED ENHANCED LEVEL 1 PAVING:	421 SF
PROPOSED ENHANCED LEVEL 2 PAVING:	2890 SF

NO DEDICATED RETAINING WALLS

LANDSCAPE ELEMENTS LEGEND

1. CONCRETE PAVING
2. ENHANCED CONCRETE PAVING
3. 4x6 TREE GRATE (WITH ADA-COMPLIANT OPENINGS)
4. CITY SIDEWALK: CONCRETE PAVING
5. STORMWATER TREATMENT PLANTER: MIN. 18" HIGH (SEE CIVIL PLANS)
6. LEVEL 2 PLANTERS:
   VARYING HEIGHTS OF 18", 24", 30", 42"
7. RESIDENT RECREATION AREA
8. DECORATIVE COBBLE
9. POTTED PLANTS
10. TRELLIS SHADE STRUCTURE
11. OUTDOOR FURNITURE
12. BBQ COUNTER
13. 'AT-GRADE' PLANTER BED
14. LARGE PRE-CAST CONCRETE PLANTERS FOR QUINCE TREES
    (NO IN-GROUND PLANTING DUE TO SEWER RESTRICTIONS)

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
4080 CENTRE ST. SUITE 104, SAN DIEGO, CA 92103 (619) 544-8951 (619) 544-8941 FAX

form/work
2585 UNIVERSITY AVE.
SAN DIEGO, CA 92104
T: 619.269.4423
LANDSCAPE ARCHITECTURE

SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

CANDIDATE PLANT LEGEND

SYMBOL	BOTANICAL NAME (COMMON NAME)	MIN. SIZE	WUCOLS
PROJECT STREET TREES:			
	AGONIS FLEXUOSA (PEPPERMINT WILLOW)	24" BOX	MOD
	RHUS LANCEA (AFRICAN SUMAC)	24" BOX	LOW
PRIMARY ACCENT TREES (SUCH AS):			
	ROBINIA X. 'PURPLE ROBE' (PURPLE ROBE LOCUST)	36" BOX	LOW
	TIPUANA TIPU (TIPU TREE)	36" BOX	LOW
	KOELREUTERIA BIPINNATA (CHINESE FLAME TREE)	36" BOX	MOD
SECONDARY ACCENT TREES (SUCH AS):			
	CERCIS CANADENSIS (EASTERN REDBUD)	15-GAL	LOW
	CERCIS OCCIDENTALIS (WESTERN REDBUD)	15-GAL	LOW
	LAURUS N. 'SARATOGA' (SWEET BAY)	15-GAL	LOW
	PITTOSPORUM TENUIFOLIUM (KOHUHU)	15-GAL	LOW
	ZELKOVA S. 'JFS-KW1' (CITY SPRITE ZELKOVA)	15-GAL	LOW
	LOPHOSTEMON CONFERTA (BRISBANE BOX)	15-GAL	LOW
SHRUBS/SUCCULENTS/GROUNDCOVERS/POTTED PLANTS (SUCH AS):			
	AEONIUM SPP. (AEONIUM)	1 GAL	LOW
	ALOE SPP. (ALOE)	1 GAL	LOW
	CORDYLINE SPP. (CORDYLINE)	5 GAL	LOW
	DIETES BICOLOR (FORTNIGHT LILY)	1 GAL	MOD
	GREVILLEA 'NOELLII' (NOEL'S GREVILLEA)	5 GAL	LOW
	LANTANA MONTIVIDENSIS (TRAILING LANTAN)	1 GAL	LOW
	LAURUS NOBILIS (LAUREL)	5 GAL	LOW
	LEPTOSPERMUM S. CVS (DWF TEA TREE)	5 GAL	LOW
	MAHONIA SPP. (OREGON GRAPE)	1 GAL	LOW
	MYOPORUM 'PUTAH CREEK' (CREEPING MYOPORUM)	1 GAL	LOW
	PITTOSPORUM T. 'WHEELER'S DWF' (DWF MOCK ORANGE)	5 GAL	MOD
	POLYSTICHUM MUNITUM (WESTERN SWORD FERN)	1 GAL	LOW
	PRUNUS C. 'BRIGHT N TIGHT' (DWF CAROLINA CHERRY)	5 GAL	MOD
	ROSEMARINUS O. (ROSEMARY CULTIVARS)	1 GAL	LOW
	SENECIO SERPENS (BLUE CHALK STICKS)	1 GAL	LOW
VINES (SUCH AS):			
	BOUGAINVILLEA SPP. (BOUGAINVILLEA)	5 GAL	LOW
	HARDENBERGIA VIOLACEA (LILAC VINE)	5 GAL	MOD
	FICUS REPENS (CREEPING FIG)	5 GAL	MOD
STORMWATER (SUCH AS):			
	CAREX SPP. (SEDGE)	1 GAL	MOD
	FESTUCA MAIREI (ATLAS FESCUE)	1 GAL	LOW
	IRIS DOUGLASIANA (DOUGLAS IRIS)	1 GAL	MOD
	MULHENBERGIA DUBIA (PINE MUHLY)	1 GAL	LOW

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

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CONCEPTUAL LANDSCAPE PLAN
LEVEL 1

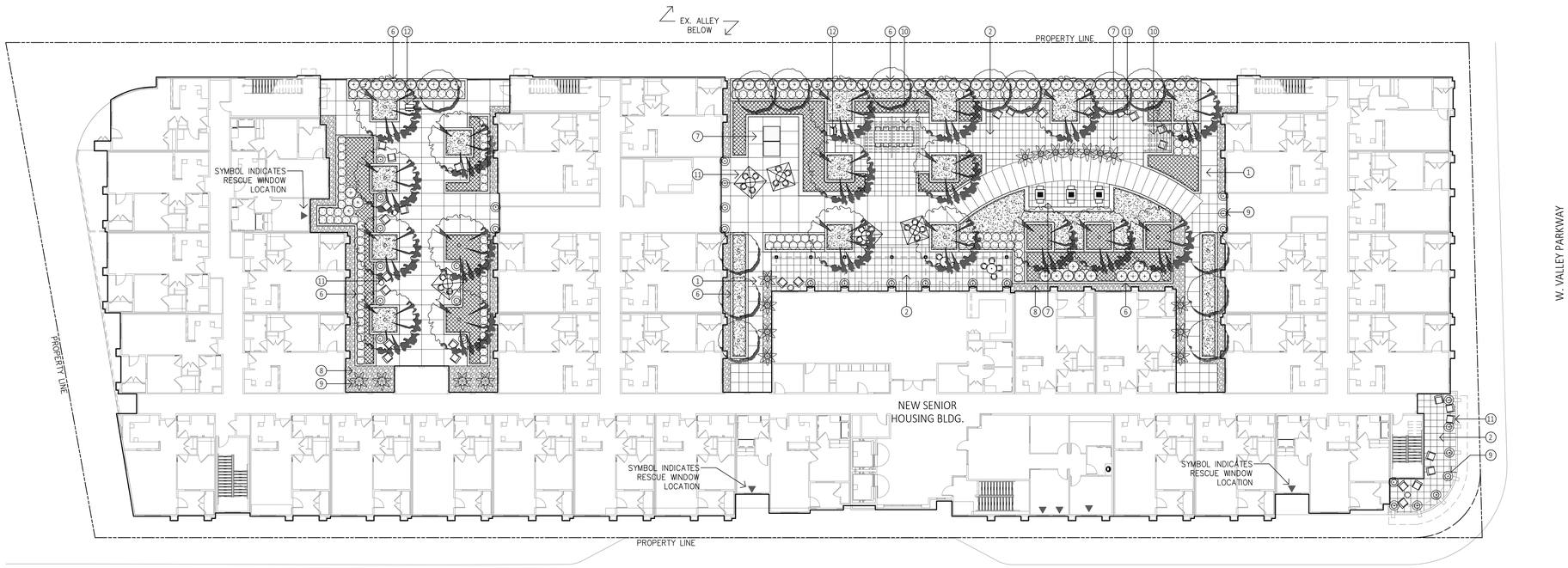
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LICENSED LANDSCAPE ARCHITECT MICHAEL R. RODRIGUEZ LIC #4091 STATE OF CALIFORNIA
Signature 01/31/2020 Renewal Date

DATE: NOV. 14, 2018
JOB NO.:
DRAWN:
CHECKED:

SHEET: LC.1

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CONCEPTUAL LANDSCAPE PLAN - LEVEL 2

NORTH

SCALE: 1/16" = 1'-0"

CONCEPTUAL STATEMENT OF DESIGN INTENT

THE PROPOSED LANDSCAPE DESIGN IS INTENDED TO PROVIDE AN ENVIRONMENTALLY-RESPONSIBLE AND AESTHETICALLY-PLEASANT SOLUTION FOR BOTH THE PROJECT INHABITANTS AND THE LOCAL COMMUNITY AS A WHOLE. BOLD PLANT MASSINGS AND CONSIDERATION TO FORMS, TEXTURES, AND COLORS WILL BE PROVIDED SO AS TO PROVIDE AN APPROPRIATE NATURAL CONTEXT TO THE BUILDING AND ALSO PROVIDE YEAR-ROUND VISUAL INTEREST.

THE PROJECT SHALL COMPLY WITH ALL LOCAL AND STATE WATER CODES, INCLUDING AB 1881 (MWELO). THE IRRIGATION SYSTEM WILL UTILIZE LOW-VOLUME APPLICATION METHODS AND EFFICIENT WATER-BASED CONTROL TECHNOLOGIES.

THE LANDSCAPE PLANS SHALL ALSO BE PREPARED SO AS TO COMPLY WITH CITY OF ESCONDIDO LANDSCAPE GUIDELINES.

IRRIGATION SYSTEM

THE PROJECT SHALL BE DESIGNED SO AS TO COMPLY WITH THE STATE'S "MODEL WATER EFFICIENT LANDSCAPE ORDINANCE" (AB 1881). THE IRRIGATION SYSTEM WILL UTILIZE LOW-VOLUME APPLICATION METHODS AND EFFICIENT WATER-BASED CONTROL TECHNOLOGIES. HYDROZONES WILL BE SEPARATED BASED ON PLANT REQUIREMENTS AND SOLAR EXPOSURE.

THE LANDSCAPE PLANS SHALL ALSO BE PREPARED SO AS TO COMPLY WITH "THE CITY OF ESCONDIDO LANDSCAPE WATER CONSERVATION ORDINANCE."

ADDITIONAL DESIGN NOTES

THE MINIMUM TREE/IMPROVEMENT SEPARATION DISTANCES:
SEWER = 8FT, UNDERGROUND UTILITY LINES = 5FT, ABOVE GROUND UTILITY STRUCTURES = 10FT, DRIVEWAYS = 8FT

THE MINIMUM STREET TREE SHALL BE 15-GAL SIZE, 2" CALIPER AND 6FT IN HEIGHT IN ACCORDANCE WITH THE CITY OF ESCONDIDO STANDARDS.

ALL REQUIRED LANDSCAPE SHALL BE MAINTAINED IN A DISEASE, WEED, AND LITTER-FREE CONDITION AT ALL TIMES. SEVERE PRUNING OR "TOPPING" OF TREES IS NOT PERMITTED UNLESS SPECIFICALLY NOTED IN THIS PERMIT.

THE OWNER/PERMITEE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE IMPROVEMENTS SHOWN ON THE APPROVED PLANS, INCLUDING THE RIGHT-OF-WAY, CONSISTENT WITH THE LANDSCAPE STANDARDS.

LANDSCAPE DATA

PROPOSED LEVEL 1 PLANTING:	3136 SF
PROPOSED LEVEL 2 PLANTING:	5014 SF
PROPOSED PLANTING WITHIN R.O.W.:	360 SF
PROPOSED ENHANCED LEVEL 1 PAVING:	421 SF
PROPOSED ENHANCED LEVEL 2 PAVING:	2890 SF

NO DEDICATED RETAINING WALLS

LANDSCAPE ELEMENTS LEGEND

1. CONCRETE PAVING
2. ENHANCED CONCRETE PAVING
3. 4x6 TREE GRATE (WITH ADA-COMPLIANT OPENINGS)
4. CITY SIDEWALK: CONCRETE PAVING
5. STORMWATER TREATMENT PLANTER: MIN. 18" HIGH (SEE CIVIL PLANS)
6. LEVEL 2 PLANTERS:
   VARYING HEIGHTS OF 18", 24", 30", 42"
7. RESIDENT RECREATION AREA
8. DECORATIVE COBBLE
9. POTTED PLANTS
10. TRELLIS SHADE STRUCTURE
11. OUTDOOR FURNITURE
12. BBQ COUNTER
13. 'AT-GRADE' PLANTER BED

RODRIGUEZ ASSOCIATES
ARCHITECTS & PLANNERS, INC.
4080 CENTRE ST. SUITE 104, SAN DIEGO, CA 92103 (619) 544-8951 (619) 544-8941 FAX

form/work
2585 UNIVERSITY AVE.
SAN DIEGO, CA 92104
T: 619.269.4423
LANDSCAPE ARCHITECTURE

SPECIFIC PLAN AMENDMENT
MASTER DEVELOPMENT PLAN
PRECISE DEVELOPMENT PLAN

CANDIDATE PLANT LEGEND

SYMBOL	BOTANICAL NAME (COMMON NAME)	MIN. SIZE	WUCOLS
PROJECT STREET TREES:			
	AGONIS FLEXUOSA (PEPPERMINT WILLOW)	24" BOX	MOD
	RHUS LANCEA (AFRICAN SUMAC)	24" BOX	LOW
PRIMARY ACCENT TREES (SUCH AS):			
	ROBINIA X. 'PURPLE ROBE' (PURPLE ROBE LOCUST)	36" BOX	LOW
	TIPUANA TIPU (TIPU TREE)	36" BOX	LOW
	KOELREUTERIA BIPINNATA (CHINESE FLAME TREE)	36" BOX	MOD
SECONDARY ACCENT TREES (SUCH AS):			
	CERCIS CANADENSIS (EASTERN REDBUD)	15-GAL	LOW
	CERCIS OCCIDENTALIS (WESTERN REDBUD)	15-GAL	LOW
	LAURUS N. 'SARATOGA' (SWEET BAY)	15-GAL	LOW
	PITTOSPORUM TENUIFOLIUM (KOHUHU)	15-GAL	LOW
	ZELKOVA S. 'JFS-KW1' (CITY SPRITE ZELKOVA)	15-GAL	LOW
	LOPHOSTEMON CONFERTA (BRISBANE BOX)	15-GAL	LOW
SHRUBS/SUCCULENTS/GROUNDCOVERS/POTTED PLANTS (SUCH AS):			
	AEONIUM SPP. (AEONIUM)	1 GAL	LOW
	ALOE SPP. (ALOE)	1 GAL	LOW
	CORDYLINE SPP. (CORDYLINE)	5 GAL	LOW
	DIETES BICOLOR (FORTNIGHT LILY)	1 GAL	MOD
	GREVILLEA 'NOELLII' (NOEL'S GREVILLEA)	5 GAL	LOW
	LANTANA MONTIVIDENSIS (TRAILING LANTAN)	1 GAL	LOW
	LAURUS NOBILIS (LAUREL)	5 GAL	LOW
	LEPTOSPERMUM S. CVS (DWF TEA TREE)	5 GAL	LOW
	MAHONIA SPP. (OREGON GRAPE)	1 GAL	LOW
	MYOPORUM 'PUTAH CREEK' (CREEPING MYOPORUM)	1 GAL	LOW
	PITTOSPORUM T. 'WHEELER'S DWF' (DWF MOCK ORANGE)	5 GAL	MOD
	POLYSTICHUM MUNITUM (WESTERN SWORD FERN)	1 GAL	LOW
	PRUNUS C. 'BRIGHT N TIGHT' (DWF CAROLINA CHERRY)	5 GAL	MOD
	ROSEMARINUS O. (ROSEMARY CULTIVARS)	1 GAL	LOW
	SENECIO SERPENS (BLUE CHALK STICKS)	1 GAL	LOW
VINES (SUCH AS):			
	BOUGAINVILLEA SPP. (BOUGAINVILLEA)	5 GAL	LOW
	HARDENBERGIA VIOLACEA (LILAC VINE)	5 GAL	MOD
	FICUS REPENS (CREEPING FIG)	5 GAL	MOD
STORMWATER (SUCH AS):			
	CAREX SPP. (SEDGE)	1 GAL	MOD
	FESTUCA MAIREI (ATLAS FESCUE)	1 GAL	LOW
	IRIS DOUGLASIANA (DOUGLAS IRIS)	1 GAL	MOD
	MULHENBERGIA DUBIA (PINE MUHLY)	1 GAL	LOW

QUINCE STREET SENIOR HOUSING DEVELOPMENT
ESCONDIDO - CALIFORNIA

San Diego Interfaith Housing Foundation
7956 LESTER AVE.
Lemon Grove, CA 91945
Phone: 619-668-1532

CONCEPTUAL LANDSCAPE PLAN
LEVEL 2

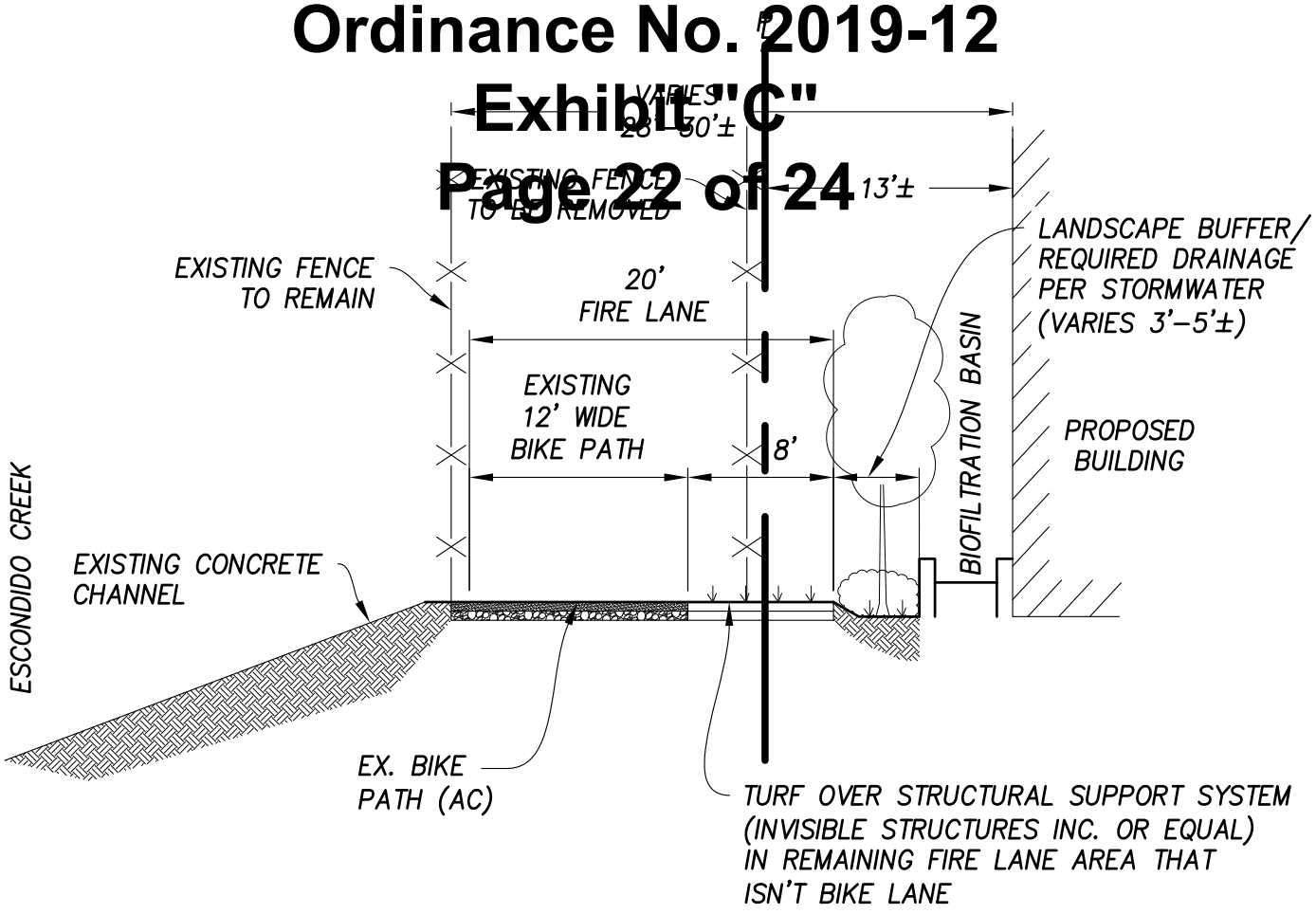
REV. NO.	DESCRIPTION	DATE	REV. NO.	DESCRIPTION	DATE
1	2ND DES. SUBMITTAL	11-14-18			
2	3RD DES. SUBMITTAL	01-29-19			

LICENSED LANDSCAPE ARCHITECT — MICHAEL R. RODRIGUEZ — No. 5077 — LIC #4905 — Signature 01/31/2020 — Renewal Date — STATE OF CALIFORNIA

DATE: NOV. 14, 2018
JOB NO.:
DRAWN:
CHECKED:

SHEET: LC.2

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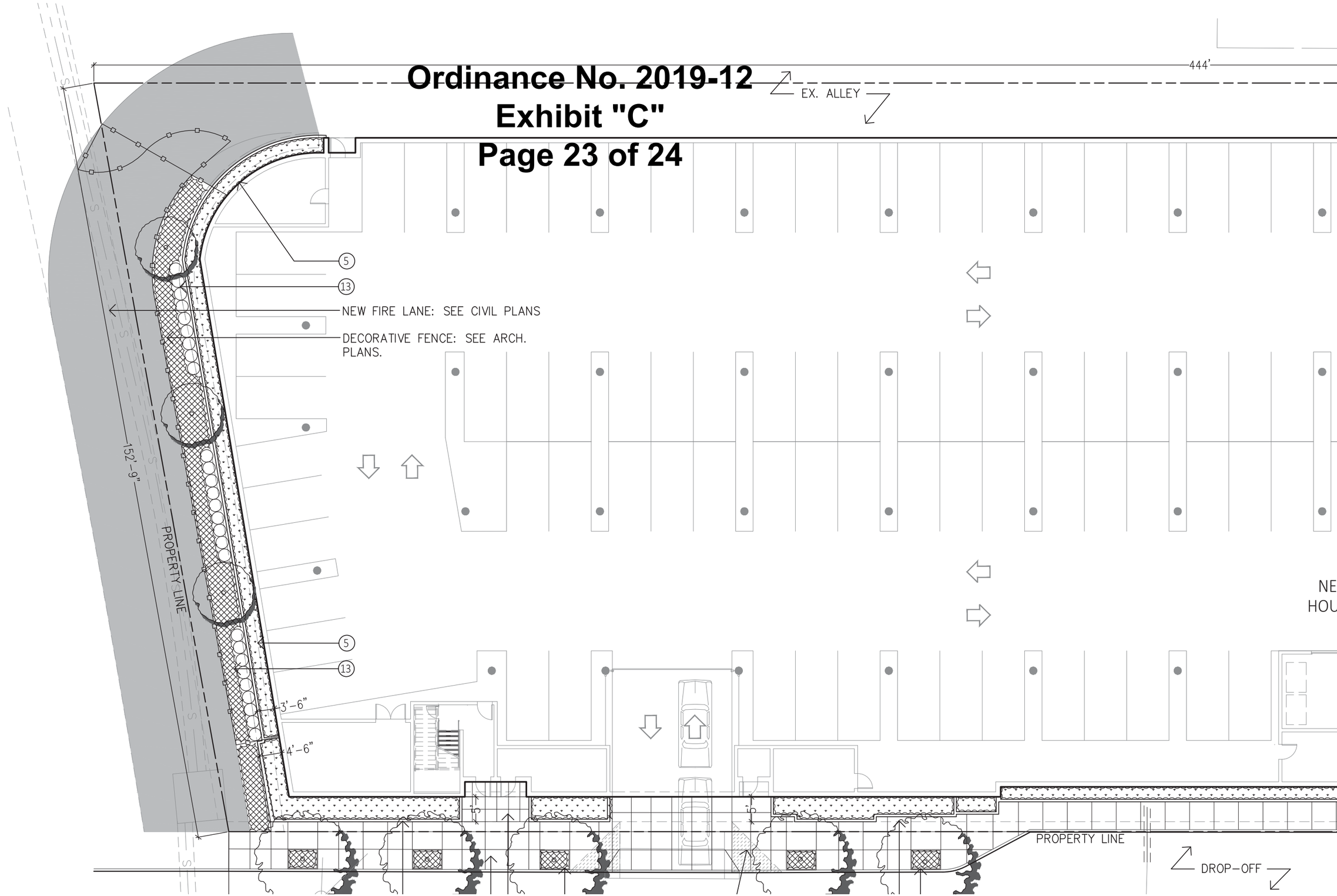
NOT TO SCALE

FIRE LANE SECTION

QUINCE SENIOR HOUSING
220 N. QUINCE STREET

SWS ENGINEERING, INC.
CIVIL ENGINEERING ◆ LAND PLANNING ◆ SURVEYING
1635 Lake San Marcos Drive, Suite 200
San Marcos, CA 92078
P: 760-744-0011 F: 760-744-0046

DATE: Oct 08, 19 5:47pm by:Matt.Spencer
FILE: Z:\Projects\2016\16-034\PROD\Exhibits\Fire Lane Section\16-034_FIRE LANE-MOD.dwg


444'
EX. ALLEY
5
13
NEW FIRE LANE: SEE CIVIL PLANS
DECORATIVE FENCE: SEE ARCH. PLANS.
152'-9"
PROPERTY LINE
5
13
3'-6"
4'-6"
PROPERTY LINE
DROP-OFF

Google Maps 401 Centre City Parkway

Ordinance No. 2019-12
Exhibit "C"
Page 24 of 24

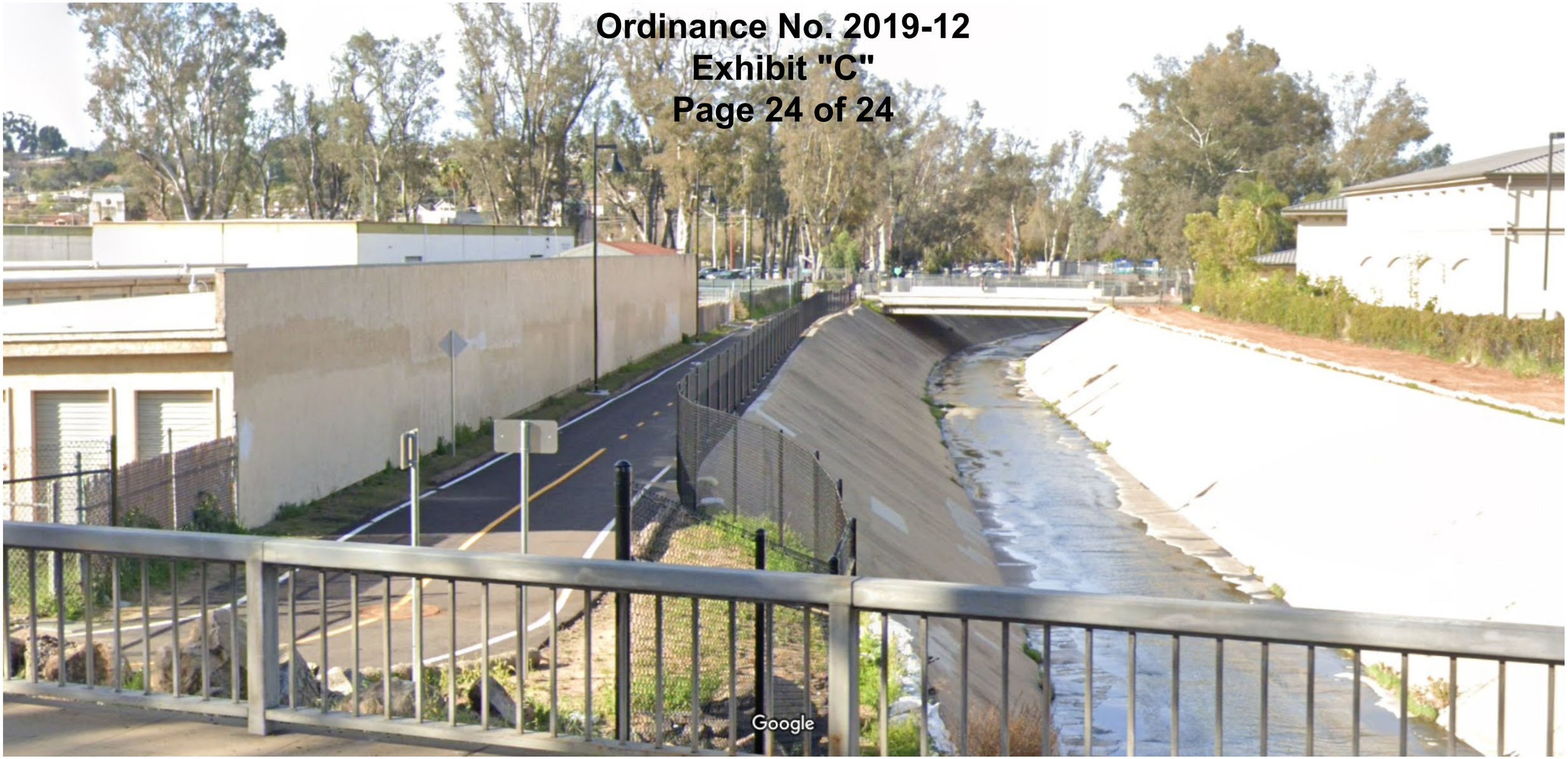


Image capture: Mar 2019 © 2019 Google

Escondido, California

Google

Street View - Mar 2019

EXHIBIT "D"

Mitigation Monitoring and Reporting Program for the 220 North Quince Street Senior Housing Project

Mitigated Negative Declaration/Initial Study Environmental Checklist

City File No. ENV 17-0008

The City of Escondido adopts this Mitigation Monitoring and Reporting Program (MMRP) in accordance with Public Resources Code (PRC) Section 21081.6 and Section 15097 of the California Environmental Quality Act (CEQA) Guidelines. The purpose of the MMRP is to ensure that the 220 North Quince Street Senior Housing Project (proposed project), which is the subject of the Draft Mitigated Negative Declaration (MND) and Initial Study Environmental Checklist, complies with all applicable environmental mitigation requirements. The mitigation described in the MND and summarized below provides a broad purpose and overview of actions that will occur in order to reduce identified environmental impacts.

For each project that is subject to CEQA, PRC Section 21081.6 requires the Lead Agency to monitor performance of the mitigation measures included in any environmental document to ensure that the specified mitigation is implemented. The City of Escondido is the designated Lead Agency for the proposed project. The City is responsible for review of all monitoring reports, enforcement actions, and document disposition related to implementation of the MMRP.

After review and approval by the Lead Agency, minor changes to the MMRP are permitted but can only be made by the City of Escondido. No deviations from this MMRP shall be permitted unless it continues to satisfy the requirements of PRC Section 21081.6, as determined by the City of Escondido.

The organization of the MMRP follows the subsection formatting style presented within the MND and Initial Study Environmental Checklist. Only those subsections of the environmental issues presented in the Initial Study Environmental Checklist that have mitigation measures are provided below in the MMRP table. All other subsections do not contain mitigation measures. For each mitigation measure, the MMRP table identifies the following: (1) mitigation measure, (2) implementation action, (3) responsible agency/party, (4) monitoring schedule, and (5) verification date.

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
Cultural Resources						
CUL-1: The City of Escondido Planning Division ("City") recommends the applicant enter into a Tribal Cultural Resource Treatment and Monitoring Agreement (also known as a pre-excavation agreement) with a tribe that is traditionally and culturally affiliated with the Project Location ("TCA Tribe") prior to issuance of a grading permit. The purposes of the agreement are (1) to provide the applicant with clear expectations regarding tribal cultural resources, and (2) to formalize protocols and procedures between them. Applicant/Owner and the TCA Tribe for the protection and treatment of, including but not limited to, Native American human remains, funerary objects, cultural and religious landscapes, ceremonial items, traditional gathering areas and cultural items, located and/or discovered through a monitoring program in conjunction with the construction of the proposed project, including additional archaeological surveys and/or studies, excavations, geotechnical investigations, grading, and all other ground disturbing activities.	• Applicant should enter into a Tribal Cultural Resource Treatment and Monitoring Agreement.	Applicant; City of Escondido Community Development Department Planning Division	X			
CUL-2: Prior to issuance of a grading permit, the applicant shall provide written verification to the City that a qualified archaeologist and a Native American monitor associated with a TCA Tribe have been retained to implement the monitoring program. The archaeologist shall be responsible for coordinating with the Native American monitor. This verification shall be presented to the City in a letter from the project archaeologist that confirms the selected Native American monitor is associated with a TCA Tribe. The City, prior to any pre-construction meeting, shall approve all persons involved in the monitoring program.	• Require verification and approval of qualified archaeologist.	Applicant; City of Escondido Community Development Department Planning Division	X			

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
CUL-3: The qualified archaeologist and a Native American monitor shall attend the pre-grading meeting with the grading contractors to explain and coordinate the requirements of the monitoring program.	• Require monitoring program coordination.	City of Escondido Community Development Department Planning Division; Qualified Archaeologist; Grading Contractor	X			
CUL-4: During the initial grubbing, site grading, excavation or disturbance of the ground surface, the qualified archaeologist and the Native American monitor shall be on site full-time. The frequency of inspections shall depend on the rate of excavation, the materials excavated, and any discoveries of tribal cultural resources as defined in California Public Resources Code Section 21074. Archaeological and Native American monitoring will be discontinued when the depth of grading and soil conditions no longer retain the potential to contain cultural deposits. The qualified archaeologist, in consultation with the Native American monitor, shall be responsible for determining the duration and frequency of monitoring.	• Require on-site archaeological monitor and Native American Monitor.	City of Escondido Community Development Department Planning Division; Archaeological Monitor; Field Engineering Division		X		
CUL-5: In the event that previously unidentified tribal cultural resources are discovered, the qualified archaeologist and the Native American monitor, shall have the authority to temporarily divert or temporarily halt ground disturbance operation in the area of discovery to allow for the evaluation of potentially significant cultural resources. Isolates and clearly non-significant deposits shall be minimally documented in the field and collected so the monitored grading can proceed.	• Require identification and preservation of any unidentified cultural resources.	City of Escondido Community Development Department Planning Division; Project Archaeologist; County Coroner; Native American Monitor		X		
CUL-6: If a potentially significant tribal cultural resource is discovered, the archaeologist shall notify the City of said discovery. The qualified archaeologist, in consultation with the City, the TCA Tribe and the Native American monitor, shall determine the significance of the discovered	• Require identification and preservation of any significant tribal resource. • Consultation with Native American Monitor.	City of Escondido Community Development Department Planning Division; Project		X		

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
resource. A recommendation for the tribal cultural resource's treatment and disposition shall be made by the qualified archaeologist in consultation with the TCA Tribe and the Native American monitor and be submitted to the City for review and approval.		Archaeologist; Native American Monitor; TCA Tribe				
CUL-7: The avoidance and/or preservation of the significant tribal cultural resource and/or unique archaeological resource must first be considered and evaluated as required by CEQA. Where any significant tribal cultural resources and/or unique archaeological resources have been discovered and avoidance and/or preservation measures are deemed to be infeasible by the City, then a research design and data recovery program to mitigate impacts shall be prepared by the qualified archaeologist (using professional archaeological methods), in consultation with the TCA Tribe and the Native American monitor, and shall be subject to approval by the City. The archaeological monitor, in consultation with the Native American monitor, shall determine the amount of material to be recovered for an adequate artifact sample for analysis. Before construction activities are allowed to resume in the affected area, the research design and data recovery program activities must be concluded to the satisfaction of the City.	• Require research design and data recovery program. • Consultation with Native American Monitor.	City of Escondido Community Development Department Planning Division; Project Archaeologist; TCA Tribe		X		
CUL-8: As specified by California Health and Safety Code Section 7050.5, if human remains are found on the project site during construction or during archaeological work, the person responsible for the excavation, or his or her authorized representative, shall immediately notify the San Diego County Coroner's office. Determination of whether the remains are human shall be conducted on-site and in situ where they were discovered by a forensic anthropologist, unless the forensic anthropologist and the Native American monitor agree to remove the remains to an off-site location for examination. No further excavation or disturbance of the site or any	• Require identification and preservation of any undiscovered cultural resources or human remains.	City of Escondido Community Development Department Planning Division; Project Archaeologist; County Coroner		X		

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
nearby area reasonably suspected to overlie adjacent remains shall occur until the Coroner has made the necessary findings as to origin and disposition. A temporary construction exclusion zone shall be established surrounding the area of the discovery so that the area would be protected, and consultation and treatment could occur as prescribed by law. In the event that the remains are determined to be of Native American origin, the Most Likely Descendant, as identified by the Native American Heritage Commission, shall be contacted in order to determine proper treatment and disposition of the remains in accordance with California Public Resources Code section 5097.98. The Native American remains shall be kept in-situ, or in a secure location in close proximity to where they were found, and the analysis of the remains shall only occur on-site in the presence of a Native American monitor.						
CUL-9: If the qualified archaeologist elects to collect any tribal cultural resources, the Native American monitor must be present during any testing or cataloging of those resources. Moreover, if the qualified Archaeologist does not collect the cultural resources that are unearthed during the ground disturbing activities, the Native American monitor, may at their discretion, collect said resources and provide them to the TCA Tribe for respectful and dignified treatment in accordance with the Tribe's cultural and spiritual traditions. Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe. Should the TCA Tribe or other traditionally and culturally affiliated tribe decline the collection, the collection shall be curated at the San Diego Archaeological Center. All other resources determined by the qualified archaeologist, in consultation with the Native American monitor, to not be tribal cultural resources, shall be curated at the San Diego Archaeological Center.	• Require that a Native American monitor is present during any testing or cataloging. • Any tribal cultural resources collected by the qualified archaeologist shall be repatriated to the TCA Tribe. • Any tribal cultural resources collected by the qualified archaeologist that are denied collection by the TCA Tribe shall be curated at the San Diego Archaeological Center. • Any resource determined not to be a tribal cultural resource shall be curated at the San Diego Archaeological Center.	City of Escondido Community Development Department Planning Division; Project Archaeologist		X	X	

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
CUL-10: Prior to the release of the grading bond, a monitoring report and/or evaluation report, if appropriate, which describes the results, analysis and conclusion of the archaeological monitoring program and any data recovery program on the project site shall be submitted by the qualified archaeologist to the City. The Native American monitor shall be responsible for providing any notes or comments to the qualified archaeologist in a timely manner to be submitted with the report. The report will include California Department of Parks and Recreation Primary and Archaeological Site Forms for any newly discovered resources.	• Require documentation of analysis and data by the qualified archaeologist. • Consultation with Native American Monitor.	Qualified Archaeologist; Native American Monitor			X	
Geology and Soils						
GEO-1: General and specific recommendations identified in Section 8.0 of the project Geotechnical Investigation prepared by SCST (2017) shall be implemented in the design and construction of the proposed project to address the presence of potentially compressible and potentially liquefiable soils. To mitigate the potentially compressible soils and reduce the potential for static settlement and distress to the planned building and improvements, remedial grading of the existing upper soil shall be performed. To mitigate the liquefaction hazard and the resulting settlements to acceptable levels, ground improvement consisting of rammed aggregate piers extending down to the underlying granodiorite shall be performed. A qualified geotechnical consultant shall observe the ground improvement operations and verify that hazards related to compressible soils and liquefaction have been mitigated to acceptable levels. All applicable recommendations, including those identified in the Geotechnical Investigation (SCST 2017) located in Appendix C of the MND, shall be included on the grading and site plans prepared for the project and shall be implemented during project design and construction. Project grading plans shall be reviewed by a qualified	• Require remedial grading of existing upper soil. • Require ground improvement consisting of rammed aggregate piers extending down to the underlying granodiorite. • Require a qualified geotechnical consultant to observe the ground improvement operations and grading. • Require a qualified geotechnical consultant to review final design submittal.	Qualified Geotechnical Consultant; Construction Contractor	X	X		

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
geotechnical consultant prior to final design submittal to determine if additional analysis and recommendations beyond those summarized above (and listed in full in the Geotechnical Investigation) are required. All geotechnical recommendations shall be fully implemented in accordance with applicable industry/regulatory standards (e.g., CBC requirements).						
Hazards and Hazardous Materials						
HAZ-1: Testing for soil contamination shall be conducted by an individual licensed in the State of California to assess soil conditions for the potential presence of contaminated soils following the completion of grading activities, but prior to construction of on-site structures. Soil sampling shall be performed in areas deemed most likely to have had residual impact from previously released diesel fuel, gasoline, or waste oil associated with the historical recognized environmental condition at the property. In the event that contaminated soils are encountered, these soils shall be properly tested, managed, and disposed of at a licensed facility in accordance with the County Department of Environmental Health requirements.	• Require testing for soil contamination in areas most likely to have had residual impact from previously released hazardous materials. • Require testing, managing, and disposal of contaminated soils.	Applicant/ Construction Contractor	X			
Noise						
NOI-1: For the project's habitable areas (both living rooms and bedrooms) with a view (including partial) of North Quince Street or West Valley Parkway, which are likely to exceed an interior noise level of 45 CNEL, the following measures shall be incorporated to provide the required noise control to ensure that noise levels at interior habitable areas are 45 CNEL or less: • Exterior wall requirement of standard 0.875-inch stucco over 0.5-inch shearwall on 2x6 studs with 0.625-inch Type "X" Drywall. • Minimum window requirement of STC 28. • Window construction of dual glazing window thickness 0.125-inch and 0.5-inch air gap.	• Require incorporation of noise minimization measures into the construction of exterior walls and windows. • Require appropriate air circulation. • Require the inclusion of a mechanical ventilation system into the building design.	Applicant/ Construction Contractor	X	X		

Mitigation Measures	Implementation, Monitoring, and Reporting Action	Responsibility	Monitoring Schedule			Verification Date
			Before Construction	During Construction	After Construction	
• Appropriate means of air circulation and provision of fresh air must be present to allow windows to remain closed for extended intervals of time so that acceptable levels of noise can be maintained on the interior. • The building design would include a mechanical ventilation system that would meet the criteria of the International Building Code (Chapter 12, Section 1203.3 of the 2013 CBC) to ensure that windows would be able to remain permanently closed.						

EXHIBIT "E"

FACTORS TO CONSIDER / FINDINGS OF FACT

PHG 17-0028 / ENV 17-0008

Environmental Determination(s):

1. Pursuant to the California Environmental Quality Act, (CEQA, Public Resources Code Section 21000 et. seq.), and its implementing regulations (the State CEQA Guidelines), Article 14 of the California Code of Regulations Section 15000 et. seq., the City of Escondido is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.

2. An Initial Study/Mitigated Negative Declaration (IS/MND) for the Project was prepared, published, circulated and reviewed in accordance with the requirements of CEQA, the State CEQA Guidelines, and the local environmental procedures. The decision making body of the Lead Agency shall adopt the proposed IS/MND only if:

    - It finds on the basis of the whole record before it that there is no substantial evidence the project will have a significant effect on the environment, and
    - The IS/MND reflects the Lead Agency's independent judgment and analysis.

3. The Final IS/MND and Mitigation Monitoring and Reporting Plan (MMRP), collectively constitute the environmental documentation under and pursuant to CEQA, the CEQA Guidelines, and local environmental procedures relating to the project, and shall be referred to herein collectively as the "CEQA Documents."

4. The Planning Commission has received the material record supporting all of the CEQA Documents for the project. The Planning Commission, finds the following:

    - The IS/MND reflects the City's independent judgment and analysis.
    - That there is no substantial evidence that the Project or any of its aspects could result in significant adverse impacts that cannot be mitigated related to the CEQA Documents, with the implementation of the mitigation measures in the MMRP. All previously identified impacts have been mitigated to less than a significant level.
    - The Planning Commission also finds that the mitigation measures listed in the MMRP will not cause any potentially significant effects.

5. Mitigation measures are recommended to be incorporated as part of the adoption of the Mitigated Negative Declaration. The recommended approval of the Project also includes

the adoption of the Mitigation Monitoring and Reporting Program (MMRP) that is attached to the Resolution.

6. The Commission further finds the Final IS/MND has been completed in compliance with CEQA and it constitutes a complete, accurate, adequate and good faith effort at full disclosure under CEQA.

7. Pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines Section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Civic Center. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the Planning Commission's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

Specific Plan Amendment:

1. The public health, safety and welfare would not be adversely affected by the proposed amendments to the Downtown Specific Plan because the amendment would refine development standards in a manner that would allow a development that would assist in ongoing efforts to promote an economically vibrant downtown with high-density residential uses in close proximity to the Escondido Transit Center.

   The proposed action to amend the Downtown Specific Plan to: 1) change the location for allowable ground-floor residential land uses, 2) reduce open space requirements based on project densities, and 2) establish parking requirements for senior housing projects seek to remove governmental constraints aimed at improving, maintaining, and developing housing opportunities in the Escondido community. The Amendment is necessary to ensure future projects are feasible and not unduly constrained by housing development, while facilitating the reasonable application of land use regulation to ensure desired community character is preserved.

2. The proposed amendments to the Downtown Specific Plan would not be detrimental to surrounding properties since they would assist in implementation of the vision and goals identified in the Specific Plan. The proposed changes would have no effect on the residential density allowed in the area and would not allow any new commercial uses that are not already permitted in the Specific Plan. Additionally, the amendment would allow a development that would increase the residential population in an area where public transportation is readily available and would support the economic viability of existing and future businesses in the project vicinity.

3. The proposed amendment to the Downtown Specific Plan would be consistent with the General Plan because it would not increase residential densities allowed by the General Plan, would not detrimentally impact levels of service on area roadways, would not unduly

burden public services in the area, and would be consistent with the transit-oriented development opportunities envisioned for the project area. It would also retain the General Plan vision which states the Downtown Specific Plan shall provide a range of retail, office, financial, cultural and residential opportunities. The specific plan goal to create an efficiently organized, aesthetically pleasing and vibrant downtown is further enabled and enhanced as a result of the proposed amendment.

Master and Precise Development Plan:

1. The location, design, and residential density of the proposed planned development are consistent with the goals and policies of the Escondido General Plan since high-density residential development is permitted and encouraged in Specific Plan Area #9. The proposed infill residential project would be in conformance with General Plan Housing Goals and Policies to plan for quality managed and sustainable growth and provide a range of housing opportunities for all income groups and populations with special needs, and which encourage a compact, efficient urban form the promotes transit, supports nearby commercial establishments and takes advantage of infrastructure improvements installed to accommodate their intended intensities.

2. The proposed location of the development allows the planned development to be well integrated with its surroundings by providing a high-density residential housing project for senior citizens in close proximity to transit, and near retail and other commercially developed properties. Adequate parking, circulation, utilities and access would be provided for the development (as detailed in the staff report). The residential project also would not be out of character for the area because the Gateway Transit District of the Downtown Specific Plan envisions an upscale urban area with a mix of high-density residential and commercial development, and the proximity to the Escondido Transit Center makes the density appropriate. The overall mass and scale of the buildings is appropriate for the proposed location due to the street-oriented appeal and urban design characteristics, along with the quality of the architectural design and use of a variety of building materials and colors.

3. All vehicular traffic generated by the proposed development would be accommodated safely and without causing undue congestion upon adjoining streets, according to the Mitigated Negative Declaration, issued June 8, 2019 (City File No. ENV 17-0008), the traffic study completed for the project by Linscott , Law & Greenspan, Engineers (June 3, 2019), and the Engineering Division.

4. The overall design of the proposed residential development would produce an attractive, efficient and stable environment for living, since adequate residential amenities, parking, and landscaping would be provided, and the design of the development is consistent with a high quality, urban infill project that will provide housing opportunities within walking distance of downtown commercial and retail services consistent with the City's vision for the downtown area. The project includes sufficient on-site open space amenities

appropriate for a senior housing project, including a large plaza, community room/club house, and other view decks and outdoor seating areas.

5. The proposed development would be well integrated into its surroundings, since the new structure would incorporate compatible and integrated architecture, materials and colors, the project would not be visually obstructive or disharmonious with surrounding areas, or harm major views from adjacent properties. The proposed grading design would not result in any manufactured slopes or pad that would create any significant adverse visual or compatibility impacts with adjacent lots, nor block any significant views. Extensive grading is not required to support the project, and the project would not result in the destruction of desirable natural features, nor be visually obstructive or disharmonious with surrounding areas because the site is not located on a skyline or intermediate ridge, and the site does not contain any significant topographical features.

6. Utilizing the Planned Development process allows flexibility from the Specific Plan requirements to achieve a high-density residential project in the urban core. The project would provide residential opportunities integrated into a comprehensive and self-contained development, which creates an environment of sustained desirability and stability through the controls offered and regulated through the Planned Development process.

7. The project would provide an environment of sustained desirability and stability since city services and adequate access would be provided, adequate parking would be provided, the proposed architecture would be integrated into its surroundings, and the project could serve as a catalyst for further revitalization efforts in the area.

EXHIBIT "F"

CONDITIONS OF APPROVAL

PHG 17-0028 / ENV 17-0008

Planning Division Conditions

A. Project Mitigation Measures

1. The approval of the Specific Plan Amendment and Master and Precise Development Plan, Planning Case Nos. PHG 17-0028 and ENV 17-0008, (hereinafter referred to as "Project"), is granted subject to the approval of the Final IS/MND and is subject to all Project features and mitigation measures contained therein. Applicant shall implement, or cause the implementation of the Final IS/MND Mitigation Monitoring and Reporting Program, provided as an Exhibit "D" to this ordinance.

B. General

1. This project is conditionally approved as set forth on the application received by the City of Escondido, all designated as approved by the City Council on October 23, 2019, and shall not be altered without express authorization by the Community Development Department.

2. Approval of this request shall not waive compliance with any sections of the Municipal Code and all other applicable City regulations in effect at the time of Building Permit issuance unless specifically waived herein. Nothing in this permit shall relieve the Applicant from complying with conditions and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.

   Exceptions granted by the Planned Development Permit to the development standards identified in the Downtown Specific Plan are as follows:

   a) Allow ground-floor residential use (parking garage as an accessory use to residential uses above)

3. Prior to any use of the project site pursuant to this permit, all conditions of approval contained herein shall be completed or secured to the satisfaction of the Community Development Department.

4. The developer shall be required to pay all development fees of the City prior to building permit issuance, including any applicable City-Wide Facilities fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Community Development Department.

5. All construction shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Department, Building Official, and the Fire Chief.

6. Prior to building permit issuance, the applicant shall enter into and cause to be recorded a Senior Housing Regulatory Agreement, to be provided by the City, which shall contain requirements for the design, phasing, construction, marketing, occupancy and maintenance of the senior housing project. The provision herein does not limit the authority of the applicant to enter into an affordable housing covenant or regulatory agreement with nonpossessory interest in real property imposing limitations, restrictions or affirmative obligations that encourage development or that ensure continued availability of affordable rental and owner-occupied housing for low or moderate income individuals.

7. The appropriate agreement(s) shall contain the term, household income requirements and restrictions (if any), rental rate restriction (if any), sales price restriction (if any), monitoring procedures and any other conditions to ensure the appropriate occupancy during the term. The occupancy term of the senior housing project shall commence on the issuance of certification of occupancy for unit, and continue in accordance with provisions contained within the Senior Housing Ordinance (Article 41 of the Escondido Zoning Code). Said Regulatory Agreement shall be of a form and content satisfactory to the Community Development Director.

8. The legal description, attached as Exhibit "A" to this ordinance, has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.

9. All requirements of the Public Partnership Program, Ordinance No. 86-70 shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

10. Three (3) copies of revised plan sets, reflecting any modifications identified in these conditions of approval, shall be submitted to the Planning Division for certification. Said plans must be certified by the Planning Division prior to submittal of grading, public improvement and landscape plans for the project.

11. This Planned Development Permit shall expire three (3) years after the date of final approval of this project, that date being the effective date of the ordinance approving the Permit, unless building permits are issued for the project. Extensions of time may be requested in the same manner as would be permitted for a tentative map.

12. An inspection by the Planning Division will be required prior to occupancy of the project. Items subject to inspection include, but are not limited to, parking layout and striping, identification of handicap parking stalls and required signage, landscaping, trash enclosures, and architecture, as well as any other conditions of approval. Everything shall be installed prior to calling for an inspection, although preliminary inspections may be requested. Contact the project planner at (760) 839-4671 to arrange a final inspection.

13. At all times during the effective period of this permit, the responsible party shall obtain and maintain in valid force and effect, each and every license and permit required by a governmental agency for the operation of the authorized activity.

14. In the event that any of the conditions of this permit are not satisfied, the Community Development Department shall cause a noticed hearing to be set before the authorized agency to determine whether the City of Escondido should, acting through the authorized agency, add, amend, or delete conditions and regulations contained in this permit.

15. Nothing in this permit shall relieve the applicant from complying with conditions and regulations generally imposed upon activities similar in nature to the activity authorized by this permit.

16. Nothing in this permit shall authorize the applicant to intensify the authorized activity beyond that which is specifically described in this permit. Any future modifications to the approved project will be reviewed relative to the findings for substantial conformance. Modifications beyond the scope described therein will require submittal of an amendment to the project plans and approval by the authorized agency.

17. The City of Escondido hereby notifies the applicant that State Law (SB 1535) effective January 1, 2007, requires certain projects to pay fees for purposes of funding the California Department of Fish and Wildlife. If the project is found to have a significant impact to wildlife resources and/or sensitive habitat, in accordance with State law, the

applicant shall remit to the City of Escondido Planning Division, within two (2) working days of the effective date of the adoption of the Mitigated Negative Declaration, a check payable to the "San Diego County Clerk," in the amount of $ $2,404.75 for a project with a Mitigated Negative Declaration, which includes an additional authorized County administrative handling fee of $50.00 ($2,354.75 + $50). Failure to remit the required fees in full within the specified time noted above will result in County notification to the State that a fee was required but not paid, and could result in State imposed penalties and recovery under the provisions of the Revenue and Taxation code. In addition, Section 21089(b) of the Public Resources Code, and Section 711.4(c) of the Fish and Game Code provide that no project shall be operative, vested, or final until all the required filing fees are paid. If the fee increases after the date of this approval, the applicant shall be responsible for the increase.

C. Architecture and Design

1. All signs are to be approved by a separate sign permit. All signs must be consistent with the sign standards in the Downtown Specific Plan.

2. A minimum of 80 cubic feet of private storage shall be provided in each residential unit. Said storage shall be in addition to typical cabinets and closets, and shall have no dimension less than two feet.

3. Any retaining walls and raised planters shall be constructed with split-face block or shall be stucco-finished to match the color(s) used on the building.

4. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.

5. Prior to building permit issuance, proposed outdoor lighting fixtures shall be submitted to the Planning Division for review and approval.

6. Site lighting and photometric plans shall be included with the building plans.

7. The building, architecture, colors and materials, and conceptual landscaping shall be in substantial conformance with the Master and Precise Development Plan attached as Exhibit "C" to this ordinance and on-file with the Planning Division, except as modified by these conditions of approval. Any major modifications to the exterior architectural building elements or lessening of the quality of the exterior design shall require the processing of a Precise Plan modification, as described in Article 19 of the Escondido Zoning Code. Minor modifications may be approved through a design review process described in Article 64 of the Escondido Zoning Code.

8. Color and material callouts on the plans shall be revised to reflect those shown on the Architectural Color Scheme board submitted by the applicant on January 15, 2019, and on-file in the Planning Division.

9. Louvered vents or other method of screening acceptable to the Director of Community Development shall be provided on the ground floor in order to screen the garage from public view. Wrought iron fencing is not sufficient.

10. Illuminated art panels shall be provided in locations shown on the plans attached to this ordinance as Exhibit "C." Final design of said panels shall be subject to design review by the Planning Division.

11. All mechanical equipment shall be screened from view in accordance with Section 33-1085 of the Escondido Zoning Code.

12. All new utilities shall be underground.

D. Operational

1. Trash and recycling shall be picked up as frequently as necessary to prevent overflow.

2. The property owner/manager shall be responsible for placing trash and recycling bins by the utility gate near the southeast side of parking garage prior to scheduled pickup time(s). Bins shall not impede vehicular circulation within the parking garage. Bins shall be returned to the trash room as soon as they have been emptied by the hauler.

3. Provisions shall be made so that trash and recycling materials are not placed in the trash chute(s) while the bins are not in place. This may be accomplished by providing other receptacles in the trash room when the bins are not in place, by locking the chutes, or by other means that will accomplish this provision.

4. Permitted animals/pets shall be allowed in conformance with those identified in the Escondido Zoning Code for R-5 zoned properties, unless more restrictive standards are applied by the property owner.

5. The property owner/manager shall install and maintain a pet-waste station in the open space area adjacent to the fire lane on the north side of the project. Waste bags shall be replenished whenever necessary and the waste receptacle emptied on a daily basis or more often if necessitated by use of said receptacle.

6. All project generated noise shall conform to the City's Noise Ordinance (Ordinance 90-08).

7. Security cameras shall be provided if deemed necessary by the Police Chief.

8. Any decorative pavement, driveways and sidewalks shall be indicated on the building and landscape plans, including appropriate notes regarding type and color of materials. Any decorative paving damaged or removed by the City or other utility provider in order to perform maintenance of public utilities shall be replaced at the sole expense of the property owner.

9. Balconies and patios shall be kept in a neat and orderly manner. Items stored on balconies should be kept out of view or properly screened. Items shall not be hung over, across or on balconies or patios (such a towels, clothing, etc.).

E. <u>Parking, Access and Circulation</u>

1. A minimum of 120 parking spaces shall be provided on-site, including at least four accessible parking spaces. No more than 30 percent of the parking spaces shall be compact spaces.

2. Electric vehicle charging spaces shall be provided in accordance with the California Building Code.

3. All parking spaces shall be striped in conformance with Article 39 of the Escondido Zoning Code.

4. All onsite parking spaces shall be within a grade-level garage accessed from one driveway on N. Quince Street. Said driveway and all interior parking aisles shall be a minimum of 24 feet wide.

5. The garage identified in Parking, Access and Circulation condition no. E4 above may be gated, however said gate shall remain open from 7:00 a.m. to 7:00 p.m. The City Engineer may require modifications to these hours if it is determined that they are not sufficient to preclude impacts to the traffic flow on N. Quince Street resulting from vehicle queuing.

6. The gated access identified in Parking, Access and Circulation condition no. E5 above shall be electric. All residents with assigned parking spaces and all employees shall be provided with remote access for entrance into the garage. An electric/magnetic loop shall be installed on the interior of the garage so that the gate automatically opens for exiting vehicles.

7. A parking and garage management plan shall be submitted to the City for review. Said plan shall address parking lot access, space assignment(s), gate hours, general maintenance, signage and striping, delivery and other short-term parking allowances/requirements, guest parking and access, utility access, trash/recycling staging, and any other issues which affect the use and maintenance of the parking garage.

8. A utility gate shall be provided in the alley, near the southeast corner of the building, to allow maintenance and other utility access to the site, including, but not limited to, pickup of trash and recycling.

9. An emergency access/fire lane with a minimum width of 20 feet shall be provided along the north and east sides of the building, to the satisfaction of the Fire Department.

F. Landscaping

1. All landscaping shall be installed prior to occupancy.

2. All vegetation shall be maintained in a flourishing manner, and kept free of all foreign matter, weeds and plant materials not approved as part of the landscape plan.

3. All irrigation shall be maintained in fully operational condition.

4. The property owner assumes all responsibility for maintaining all on-site landscaping and any landscaping in the public right-of-way adjacent to the property, including potted plants.

5. Five copies of detailed landscape and irrigation plans shall be submitted to the Engineering Services Department with the second submittal lf the grading plan. The initial submittal of the landscape plans shall include the required plan check fees.

6. The landscape and irrigation plans shall be reviewed and approved by the Planning Division and Engineering Services Department prior to issuance of grading permits, and shall be equivalent or superior to the conceptual landscape plans included as part of the Master and Precise Development Plans, to the satisfaction of the Planning Division. The required landscape and irrigation plans(s) shall comply with the provisions, requirements and standards outlined in Article 62 (Landscape Standards) of the Escondido Zoning Code, except where stricter requirements are imposed by the State of California. The plans shall be prepared by, or under the supervision of, a licensed landscape architect.

7. The installation of the landscaping and irrigation shall be inspected by the project landscape architect upon completion. He/she shall complete a Certificate of Landscape

Compliance certifying that the installation is in substantial compliance with the approved landscape and irrigation plans and City standards. The applicant shall submit the Certificate of Compliance to the Planning Division and request a final inspection.

8. Street trees shall be provided along each of the site's street frontages, in conformance with the Landscape Ordinance and the City of Escondido Street Tree List. Due to the presence of a sewer main under the sidewalk on N. Quince Street, it may be necessary to provide street trees in above-ground pots, designed to the satisfaction of the Director of Community Development and City Engineer. If it is necessary to install street trees in above-ground pots along N. Quince Street, street trees along W. Valley Parkway shall also be placed in above-ground pots to maintain a uniform and cohesive appearance along the project frontages.

9. Trees planted in pots shall be selected based on their ability to flourish in such circumstances.

10. Details of project fencing and walls, including materials and colors, shall be provided on the landscape plans. Building permits may be required.

11. "Grass-crete" or other similar plant-able surface material capable of supporting fire apparatus (75.000 pounds) shall be installed on the portion of the fire lane along the north side of the property that is not paved for use as a bike path. If the "grass=crete" is damaged or removed by the City or other utility provider in order to perform maintenance of public utilities, it shall be replaced at the sole expense of the property owner.

12. A contiguous strip of landscaping shall be provided between the bike lane and the proposed building.

13. The developer shall install landscaping and irrigation in a strip of land along the south side of the bike path, between the project's eastern property line and Centre City Parkway, as shown in Exhibit "C." Planting materials and species shall be consistent with those provided on the project site.

14. The property owner/manager shall be responsible for maintaining and irrigating the area described in condition no. F.13 above.

Engineering Conditions

General

1. The applicant shall provide the City Engineer a current Title Report covering the subject property.

2. As surety for the construction of required off-site improvements, bonds and agreements in a form acceptable to the City Attorney shall be posted by the developer with the City of Escondido prior to the approval of any building permit.

3. If site conditions change adjacent to the proposed development prior to completion of the project, the developer will be responsible to modify his/her improvements to accommodate these changes. The determination and extent of the modification shall be to the satisfaction of the City Engineer.

4. All public improvements shall be constructed in a manner that does not damage existing public improvements. Any damage shall be determined by and corrected to the satisfaction of the City Engineer.

Street Improvements and Traffic

1. The developer shall construct street improvements, including but not limited to, concrete curb, gutter, sidewalk, street lights, street trees, paving and base on the following streets within and adjoining the project boundary:

STREET	CLASSIFICATION
W. Valley Parkway	Collector (32' half width)

See appropriate typical sections in the current Escondido Design Standards for additional details.

2. The W. Valley Parkway improvements shall transition within the existing driveway apron east of the site.

3. All driveways shall be alley-type in accordance with Escondido Standard Drawing No. G-5-E, with a minimum throat width of 24 feet.

4. All unused driveways shall be removed and replaced with full height curb and gutter and sidewalk in accordance with City standards.

5. The developer may be responsible for an overlay of Quince Street and W. Valley Parkway due to the many utility trenches necessary to serve this project. The determination of the extent of the overlay shall be to the satisfaction of the City Engineer.

6. An Encroachment Permit shall be obtained from the Engineering Department for all work within the public right-of-way. Contact the Engineering Field Office at 760 839-4664 to arrange for the Encroachment Permit and inspections, and note on the plans.

7. A 30-foot radius curb return and pedestrian ramp shall be constructed at the northeast corner of W. Valley Parkway and Quince Street.

8. Adequate horizontal sight distance shall be provided at all street intersections and driveway entrances. Increased parkway widths, open space easements, and restrictions on landscaping and raised planters may be required at the discretion of the City Engineer.

9. The developer's engineer shall prepare a complete signing and striping plan for all improved roadways. The developer's contractor shall complete all necessary removal of existing striping and signage and shall install all new signing and striping per the approved plans and as directed by the Field Engineer.

10. The developer will be required to provide a detailed detour and traffic control plan for all construction within the existing right-of-way, to the satisfaction of the Traffic Engineer and the Field Engineer. The traffic control plan shall be approved prior to the issuance of an Encroachment Permit for construction within the public right-of-way.

11. The developer shall be required to install "No Parking – Bike Lane" signs and red-paint the curb along the project's N. Quince Street and W. Valley Parkway frontage at 150-foot spacing, except in the area designated as the delivery/loading zone described in Street Improvement and Traffic condition no. 16 below. The signs shall be mounted on the street light poles where possible.

12. The developer shall be required to construct a LED street light in accordance with Escondido Standard Drawing No. E-1-E on Quince Street near the project's entrance.

13. Pedestrian access routes conforming to the American Disabilities Act shall be provided into the project from the public sidewalk, to the satisfaction of the City Engineer.

14. All gated entrances shall be designed and constructed to the satisfaction of the City Engineer and the Fire Marshal.

15. The project owner shall remove and replace all damaged sidewalks and curb and gutters along project frontages on Quince Street and W. Valley Parkway to the satisfaction of the City Engineer, prior to issuance of Certificate of Occupancy.

16. An 8.5 foot-wide and 100-foot long loading zone shall be constructed along the project frontage on Quince Street.

17. The existing traffic signal the intersection of W. Valley Parkway and Quince Street shall be modified to accommodate the required widening of W. Valley Parkway and the 30' curb return to the satisfaction of the City Engineer. Modifications shall include relocating or

replacing the traffic signal poles and equipment, cabinets, pull boxes, video detection, etc., per all current MUCTD and Caltrans standards.

18. The existing traffic signal at W. Valley Parkway and Centre City Parkway shall be modified to add an audible pedestrian signal (A.P.S.) system to the satisfaction of the City Engineer.

19. An engineered improvement plan is required for all public improvements (unless only sidewalks, driveways and/or streetlights are required). The developer shall post security for these improvements and an improvement plan shall be approved by the City of Escondido prior to issuance of any building permits. All required improvements shall be constructed prior to final acceptance of subject construction by the City.

Grading

1. A site grading and erosion control plan prepared by a registered Civil Engineer shall be approved by the Engineering Department. The first submittal of the grading plan shall be accompanied by 3 copies of the preliminary soils and geotechnical report. The soils engineer will be required to indicate in the soils report that he/she has reviewed the grading design and found it to be in conformance with his/her recommendations.

2. Erosion control, including riprap, interim sloping planting, gravel bags, or other erosion control measures shall be provided to control sediment and silt from the project. The developer shall be responsible for maintaining all erosion control facilities throughout the development of the project.

3. All private driveways and parking areas shall be paved with a minimum of 3" AC over 6" of AB or 7" PCC over 6" AB. All paved areas exceeding 15% slope or less than 1.0% shall be paved with PCC.

4. The developer shall be required to construct a 20-foot-wide emergency access road on the north side of the property to the satisfaction of the City Engineer and City Fire Marshal. The width of the access road located on City property (along Escondido Creek bike path) and on this property shall be to the satisfaction of the City Engineer and Fire Marshall.

5. The trash enclosure area shall be constructed or modified to comply with storm water quality management requirement to the satisfaction of the City Engineer.

6. A Construction General Permit is required from the State Water Resources Control Board for all storm water discharges associated with a construction activity where clearing, grading, and excavation results in a land disturbance of one or more acres.

7. After the approval of the site grading and erosion control plan, and prior to the start of construction of the grading and street improvements, the developer shall obtain a Grading Permit and Encroachment Permit from the Engineering Field Office. Contact the Engineering Field Office at 760 839-4664 to arrange for the Encroachment Permit and inspections.

8. Any blasting operations performed in connection with the improvements of the project shall comply with the City of Escondido Blasting Operations Ordinance.

9. The developer shall be required to obtain permission from adjoining property owners for any off-site grading and slopes necessary to construct the project and/or the required improvements.

10. The developer shall be responsible for the recycling of all excavated materials designated as Industrial Recyclables (soil, asphalt, sand, concrete, land clearing brush and rock) at a recycling center or other locations approved by the Director of Engineering Services.

11. All site grading and erosion control plans shall be prepared by a Registered Civil Engineer. A separate submittal to the Engineering Department is required for the site grading and erosion control plans. Plans will **not** be forwarded from the Building Department.

Drainage

1. Final on-site storm drain improvements shall be determined to the satisfaction of the City Engineer and shall be based on a drainage study to be prepared by the Engineer of Work. The drainage study shall be in conformance with the City of Escondido Design Standards.

2. The project shall limit drainage flows to their pre-construction rates. Details and calculations for basins shall be submitted and approved as part of the grading plan check.

3. A Storm Water Quality Management Plan (SWQMP) in compliance with the City's latest adopted Storm Water Design Manual shall be prepared for all newly created or replaced onsite impervious areas, impervious frontage, and required offsite improvements. The SWQMP shall be submitted for approval with the final improvement and grading plans. The SWQMP shall include hydro-modification calculations, treatment calculations, post-construction storm water treatment measures, and maintenance requirements.

4. All site drainage with emphasis on the parking and drive way areas shall be treated to remove expected contaminants using a high efficiency non-mechanical method of treatment. The City highly encourages the use of bio-retention basins within or along the perimeter of the parking and driveway area as the primary method of storm water

treatment and hydro-modification compliance. The landscape plans shall reflect these areas of storm water treatment.

5. All on-site storm drains, detention basins, and all post-construction BMP's facilities are private. The responsibility for maintenance of these storm drains shall be that of the property owner.

6. Site Design and Source Control Best Management Practices (BMPs) shall be implemented to the maximum extent practicable. Downspouts of the building shall be directed to landscaping to allow the infiltration of runoff into the ground. Where feasible, runoff from the hardscape areas shall be directed to landscaped areas to allow infiltration into the ground.

7. The developer will be required to have the current owner of the property sign, notarize, and record a Storm Water Control Facility Maintenance Agreement.

8. The project owner shall install and maintain trash capture devices on existing storm drain inlets along the project's frontage to the satisfaction of the City Engineer.

Water Supply

1. Required water main improvements for the project include construction of an 8-inch public water main in Quince Street from Valley Parkway along the project's Quince Street property frontage to the north end of the parcel. The 8-inch water main shall be in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer. The existing 6-inch water main in Quince Street that the 8-inch water main is replacing shall be abandoned.

2. Required water main improvements for the project include construction of an 8-inch public water main extension in the private access drive on the easterly side of the proposed project. The 8-inch water main extension shall serve the proposed hydrant at the northeast corner of the proposed building and shall be designed and constructed in accordance with the current City of Escondido Design Standards and Standard Drawings and to the satisfaction of the Utilities Engineer. A public utility easement shall be granted to the City of Escondido with a minimum easement width of 10-feet.

3. The existing 8-inch public water main that extends from Valley Parkway north along the easterly side of the proposed project shall be located within a minimum 10-foot public utility easement.

4. Fire hydrants together with an adequate water supply shall be installed at locations approved by the Fire Marshal. Fire hydrants shall connect to a minimum 8-inch water main.

5. A fire suppression sprinkler system shall be designed and constructed per current City of Escondido Design Standards and Standard Drawings and per the requirements of the Fire Marshal.

6. A 1-inch minimum water service, 1-inch water meter, and back flow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings. The water meter and back flow prevention device shall be located near the northeast corner of the site. Water meters and back flow prevention devices shall not be installed within a driveway apron or private drive areas.

7. A 1.5-inch minimum irrigation service, 1.5-inch irrigation meter, and back flow prevention device shall be required for domestic water supply per City of Escondido Design Standards and Standard Drawings. The water meter and back flow prevention device shall be located near the northeast corner of the site. Water meters and back flow prevention devices shall not be installed within a driveway apron or private drive areas.

8. All on-site water lines and backflow prevention devices beyond the City water meter shall be considered a private water system. The property owner shall be responsible for all maintenance of these water lines and appurtenances.

9. No trees or deep rooted plants shall be planted within 10-feet of any water mains.

10. There shall be no permanent structures located within the City's Public Utilities Easements.

Sewer

1. A private 6-inch minimum PVC sewer lateral with a standard clean-out within 18-inches of the Public Utilities Easement or right-of-way shall be constructed for the project and shown on the Improvement and Grading plans. Sewer laterals less than 8-inches in diameter shall connect to the sewer main with a wye fitting or Inserta-Tee.

2. All sewer laterals shall be constructed per current City of Escondido Design Standards and Standard Drawings and per the current Uniform Plumbing Code.

3. No trees or deep rooted bushes shall be planted within 15-feet of any sewer main or within 10-feet of any sewer lateral except in movable above-ground planters, to the satisfaction of the City Engineer. Sewer laterals shall be 5-feet horizontally clear from other utilities.

4. Should the above-ground planters referenced in Sewer condition no. 3 above need to be moved to allow access to a sewer main or lateral, it shall be the responsibility of the property owner to temporarily remove said planters. The property owner will also be responsible for putting the planters back in place after any work which necessitated their relocation has been completed.

5. All sewer laterals shall be considered a private sewer system. The property owner shall be responsible for all maintenance of the sewer laterals to the sewer main.

6. There shall be no permanent structures located within the City's Public Utilities Easements.

Easements and Dedication

1. The developer shall dedicate 6 feet of right-of -way along the proposed loading zone located on the project frontage on Quince Street.

2. A ten (10)-foot public utility easements shall be granted to the City for the public water main extension in the private access drive on the easterly side of the proposed project.

3. The property owner shall grant to the City a two (2) foot public utility easement along the property frontage of Quince Street and W. Valley Parkway in accordance with the design standards and the requirements of the City Engineer.

4. The owner shall dedicate to the public a 20-foot radius corner rounding at Quince Street and W. Valley Parkway.
5. An emergency access easement shall be granted to the City for the portion of the emergency access located along the north end of the parcel. The width of the easement shall be to the satisfaction of the City Engineer and Fire Marshal.

6. All easements, both private and public, affecting subject property shall be delineated and labeled on the grading plans.

7. The developer shall make arrangements to remove from title all existing easements which conflict with the proposed project structure.

8. Material necessary for processing a dedication or easement shall include: a current grant deed or title report, a legal description and plat of the dedication or easement signed and sealed by a person authorized to practice land surveying (document size) and traverse closure tapes. The City will prepare all final documents.

Repayment and Fees / Cash Security and Fees

1. A cash security shall be posted to pay any costs incurred by the City to clean-up eroded soils and debris, repair damage to public to private property and improvements, install or maintain BMP's, and stabilize and/or close-up a non-responsive of abandoned project. Any moneys used by the City for clean-up or damage will be drawn from this security. The remaining portion of this clean-up security shall be released upon final acceptance of the grading and improvements for this project. The amount of the cash security shall be 10% of the total estimated cost of the grading, drainage, retaining wall, landscaping, and best management practices item of work with a minimum of $5,000 up to a maximum of $50,000, unless a higher amount is deemed necessary by the Director of Engineering Services.

2. The developer will be required to pay all development and plan check fees of the City then in effect at the time, and in such amounts as may prevail when building permits are issued.

Miscellaneous Requirements / Surveying and Monumentation

1. All property corners shall be monumented by a person authorized to practice land surveying and a Record of Survey Map (or Corner Record if appropriate) shall be recorded. If all record property corners of record are found at the completion of the project, they shall be flagged in the field for inspection and no corner record or record of survey will be required.

Utility Undergrounding and Relocation

1. All new dry utilities to serve the project shall be constructed underground.

2. The developer shall sign a written agreement stating that they have made all such arrangements as may be necessary to coordinate and provide utility construction, relocation, and undergrounding. All new utilities shall be constructed underground.

Fire Department Conditions

1. Project shall comply with mid-rise ordinance.

2. An approved paved all weather access and an adequate water supply shall be provided prior to combustibles being brought to the site.

3. Vertical clearance of 13'6" shall be provided over all access roadways.

4. Turning radius of 28ft inside shall be provide on access.

5. Gates/fencing shall not impede fire access.

6. Provide covers over “panic” buttons in the units, to prevent false alarms. Work with Escondido Fire Department on specifications for these covers.

ESCONDIDO
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CITY COUNCIL STAFF REPORT

Public Hearing Item No. 11 **October 23, 2019** **File No. 0800-70**

SUBJECT: Master and Precise Development Plan Modification for City Plaza (Case No. PHG 17-0026)

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council introduce Ordinance No. 2019-14, modifying the Master and Precise Development Plan related to residential density and commercial land uses for an existing mixed-use building located at 300 – 328 S. Escondido Boulevard (City Plaza).

PROJECT DESCRIPTION:

The Master and Precise Development Plan modification would allow the conversion of an existing residents-only gym into an additional dwelling unit. The gym would be relocated to a portion of the commercial space, but would remain a resident-only amenity. The additional dwelling unit would change the project density from 68.75 dwelling units per acre to 70 dwelling units per acre. The modification would also remove a specific list of permitted/conditionally permitted commercial land uses and instead rely upon the matrix contained in the Downtown Specific Plan (DSP). The proposal also includes the adoption of the environmental determination prepared for the project.

LOCATION:

The property is on the southeast corner of S. Escondido Boulevard and W. 3rd Avenue, addressed as 300 – 328 S. Escondido Boulevard (APN 233-142-14-00), in the Southern Gateway District of the DSP, and is depicted in Attachment 1 to the Planning Commission staff report, which itself is attached as Attachment 1 hereto.

FISCAL ANALYSIS:

The proposed Project is a private development project that will require the payment of fees in effect at the time permits are requested.

PREVIOUS ACTION:

On July 11, 2007, the City Council adopted Resolution No. 2007-70(R), approving a Master and Precise Development Plan and a Specific Plan Amendment for 55-unit mixed-use project.

On September 10, 2019, the Planning Commission voted 5 – 0 (Garcia and McNair absent) to approve Planning Commission Resolution No. 2019-19, recommending approval of the proposed project by the City Council The aforementioned Planning Commission staff report and the Planning Commission

meeting minutes from the September 10, 2019, Planning Commission meeting are included as Attachments 1 and 2, respectively, to this staff report.

BACKGROUND:

City Plaza is an existing mixed-use building located at the southeast corner of S. Escondido Boulevard and W. 3rd Avenue. It includes 55 dwelling units and approximately 9,300 square feet of commercial space (part office, part retail). The project was originally approved in 2007 (City Council Resolution No. 2007-70(R)), and began construction shortly thereafter. Construction was halted as a result of an economic downturn, and the project was not ultimately completed until 2017.

The project was approved prior to the adoption of a major update to the DSP in 2012. It was processed as a Specific Plan Amendment to the DSP (as it existed at that time) and a Master and Precise Development Plan in order to achieve the residential density and mix of uses proposed at that time. The Master and Precise Development Plan for the project specified the number of dwelling units (55) and included a list of permitted and conditionally permitted commercial uses for the site.

Subsequent to approval of the project, the DSP was updated to allow higher densities and a more flexible list of commercial land uses than were identified in the Master and Precise Development Plan for the property. At this time, the applicant has requested the ability to convert a previously-approved residential amenity (a residents-only gym/fitness room) into an additional residential unit, for a resulting unit count of 56 dwelling units. In order to supplement the residential amenity, the applicant has already converted approximately 950 square feet of the previously approved commercial space on the first floor into the residents-only gym.

The project would include no exterior modifications and would not increase the overall square footage of the building, however it would increase the residential density (from 68.75 dwelling units per acre to 70 dwelling units per acre) and decrease the allowable commercial square footage (from approximately 9,250 square feet to approximately 8,300 square feet). Additionally, the specific list of commercial uses that was approved as part of the Master and Precise Development Plan for the project would be deleted, and allowable uses would be dictated by the Permitted and Conditional Uses matrix included as Figure II-2 in the DSP. A copy of said matrix can be found as Attachment 2 to the aforementioned Planning Commission staff report.

ANALYSIS:

1. **General Plan / Zoning**

The City's General Plan and the DSP allow up to 100 dwelling units per acre at the project site. The proposed Master and Precise Plan modification would increase the residential density for the project site from 68.75 dwelling units per acre to 70 dwelling units per acre, which is within the maximum allowed density for the property. The modification to the list of commercial uses would conform to those allowed for other properties of the Southern Gateway District of the DSP.

2. Master and Precise Development Plan Modification

Pursuant to Section 33-411 of the Escondido Zoning Code, modifications to a previously approved Master Plan which increase the established densities or change the permitted land uses require approval of the City Council. The proposed increase in density and modification to the list of permitted land uses conform to those established by the DSP.

3. Supplemental Details of Request

1.	Property Size:	0.80 acres		
		Existing	Proposed	Permitted
2.	Density:	68.75 du/ac	70 du/ac	100 du/ac
3.	Commercial Space:	9,256 sq. ft.	8,300 sq. ft.	
4.	Residential Units:	55	56	80
	One-Bedroom:	7	8	
	Two-Bedroom:	48	48	
5.	Open Space: (per unit)	310 sq. ft.	309 sq. ft.	300 sq. ft. (minimum)
6.	Parking:	Required (Per 2007 Approval):		126 spaces
		Provided:		122 spaces
		Proposed:		122 spaces

Based on current DSP requirements, parking demand will be reduced by two (2) spaces as a result of the proposed modification.

7. Design: No changes to the exterior of the building are proposed as part of the modification, however some architectural and site design changes were approved through staff design review during construction of the project. Project plans included as Exhibit B to draft City Council Ordinance No. 2019-14 reflect the previously approved changes.

ENVIRONMENTAL REVIEW:

A Negative Declaration (ER 2007-08) was approved by the City Council on July 11, 2007. An analysis of the proposed Master and Precise Plan modification did not reveal any new potentially significant

impacts or exacerbate any previously identified significant impacts. The previously-approved Negative Declaration adequately addresses the proposed modification.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
10/16/19 3:41 p.m.

Adam Finestone, Principal Planner
10/16/19 3:47 p.m.

ATTACHMENTS:

1. Attachment 1 – September 10, 2019 Planning Commission staff report
2. Attachment 2 – September 10, 2019 Planning Commission Minutes
3. Ordinance No. 2019-14
4. Ordinance No. 2019-14 – Exhibits A through D

ESCONDIDO
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ATTACHMENT 1

PLANNING COMMISSION

Agenda Item No.: G.2
Date: September 10, 2019

PROJECT NUMBER / NAME: PHG 17-0026 – City Plaza

REQUEST: A Master and Precise Development Plan modification to increase the density of an existing mixed-use planned development in the Southern Gateway District of the Downtown Specific Plan. The project is a fully-developed commercial/residential mixed-use building consisting of 55 residential units and approximately 9,300 square feet of leasable commercial space. The request would increase the number of residential units by one (1) unit and decrease the leasable commercial space by approximately 1,000 square feet. The increased unit count would increase the project density from 68.75 dwelling units per acre to 70 dwelling units per acre. The revision to the list of permitted commercial would be consistent with the Downtown Specific Plan. No exterior modifications would be made to the building, and the total building square footage would not change. The proposal also includes the adoption of the environmental determination prepared for the project.

LOCATION: 300 – 328 S. Escondido Boulevard

APN / APNS: 233-142-14-00

GENERAL PLAN / ZONING: SPA-9 / Downtown Specific Plan – Southern Gateway District

APPLICANT: HB&A Architects

PRIMARY REPRESENTATIVE: Andrew Hedin

DISCRETIONARY ACTIONS REQUESTED: Master and Precise Development Plan Modification

PREVIOUS ACTIONS: On July 11, 2007, the City Council adopted Resolution 2007-70 (R), approving a Master and Precise Development Plan and a Specific Plan Amendment for 55-unit mixed-use project.

PROJECT PLANNER: Adam Finestone, Principal Planner, afinestone@escondido.org

CEQA RECOMMENDATION: Reliance on a previously adopted Negative Declaration (Case No. ER 2007-08)

STAFF RECOMMENDATION: Recommend approval by the City Council

REQUESTED ACTION: Approve Planning Commission Resolution No. 2019-19

CITY COUNCIL HEARING REQUIRED: ☒ YES ☐ NO

REPORT APPROVALS:

☐ Bill Martin, Community Development Director
☒ Mike Strong, Assistant Planning Director

A. BACKGROUND:

City Plaza is an existing mixed-use building located at the southeast corner of S. Escondido Boulevard and W. 3rd Avenue. It includes 55 dwelling units and approximately 9,300 square feet of commercial space (part office, part retail). The project was by the City Council approved in 2007, and began construction shortly thereafter. Construction was halted as a result of an economic downturn, and the project was not ultimately completed until 2017.

The project was approved prior to the adoption of a major update to the Downtown Specific Plan (DSP) in 2012. It was processed as a Specific Plan Amendment to the DSP (as it existed at that time) and a Master and Precise Development Plan in order to achieve the residential density and mix of uses proposed at that time. The Master and Precise Development Plan for the project specified the number of dwelling units (55) and included a list of permitted and conditionally permitted commercial uses for the site.

Subsequent to approval of the project, the DSP was updated to allow higher densities and a more flexible list of commercial land uses than were identified in the Master and Precise Development Plan for the property. At this time, the applicant has requested the ability to convert a previously-approved residential amenity (a residents-only gym/fitness room) into an additional residential unit, for a resulting unit count of 56 dwelling units. In order to supplement the residential amenity that would be converted into a residential unit, the applicant would convert approximately 950 square feet of the previously approved commercial space into the residents-only gym.

The project would include no exterior modifications and would not increase the overall square footage of the building, however it would increase the residential density (from 68.75 dwelling units per acre to 70 dwelling units per acre) and decrease the allowable commercial square footage (from approximately 9,250 square feet to approximately 8,300 square feet). Additionally, the specific list of commercial uses that was approved as part of the Master and Precise Development Plan for the project would be deleted, and allowable uses would be dictated by the Permitted and Conditional Uses matrix included as Figure II-2 in the DSP. A copy of said matrix is attached to this report for reference.

B. PROJECT ANALYSIS:

1. General Plan / Zoning

The City's General Plan and the DSP allow up to 100 dwelling units per acre at the project site. The proposed Master and Precise Plan modification would increase the residential density for the project site from 68.75 dwelling units per acre to 70 dwelling units per acre, which is within the maximum allowed density for the property. The modification to the list of commercial uses would conform to those allowed for other properties of the Southern Gateway District of the DSP.

2. Master and Precise Development Plan Modification

Pursuant to Section 33-411 of the Escondido Zoning Code, modifications to a previously approved Master Plan which increase the established densities or change the permitted land uses require approval by the City Council. Since the proposed increase in density and modification to the list of permitted land uses conform to those established by the DSP, staff believes that the Master and Precise Plan modification is compatible with the General Plan and Zoning requirements for the property.

C. PROJECT CONSIDERATIONS:

1. Conversion of the gym into a residential unit:

The project was originally approved to include seven (7) one-bedroom units and 48 two-bedroom units. A 745 square foot portion of the second floor that could easily be converted to an additional one-bedroom unit was instead identified as a gym, which would serve as a residential amenity for tenants of the building. Based on leasing needs and vacancies, staff worked with the property owner to change the location of the gym to what was originally constructed as a two-bedroom unit and allow the existing gym to be converted to a one-bedroom unit, with the result being a project that had eight (8) one-bedroom units and 47 two-bedroom units. Subsequent to that, staff authorized the relocation of the gym to one of the ground-floor commercial spaces, with the residential leasing office being relocated to the two-bedroom unit that was vacated by the gym. No change in the unit count occurred at that time.

The gym currently occupies approximately 950 square feet of the commercial space on the ground floor, and remains a resident-only facility. The applicant is now seeking to convert the most-recent former gym into a leasable two-bedroom unit, which would result in a total of eight (8) one-bedroom units and 48 two-bedroom units. The ground-floor commercial space that has been converted to a gym will remain as such and would not be able to be used for commercial purposes because it is needed to meet the residential open space requirement for the property.

Staff believes that the ground-floor is probably a more appropriate location for the gym. The gym remains a resident-only amenity, and will be approximately 200 square feet larger the one that was originally approved for the project. Since the gym would reduce the amount of commercial space available for lease by approximately 950 square feet, and would be limited to use by residents only, the impacts associated with the increased residential density for the project site would be off-set by a decrease in square footage for the commercial uses.

2. Parking:

The project includes one level of subterranean parking and a ground-floor garage, with retail uses surrounding the garage on the project's street frontages and three (3) floors of residential uses above. When approved in 2007, the project was granted a reduction in required parking based on a shared parking analysis conducted for the project. The analysis considered the mix of uses proposed for the project site (residential, office, retail, and specialty retail) and the typical hours of operation for those uses. Without the shared parking analysis, the project would have been

required to provide 148 parking spaces, however the analysis supported a 22-space reduction. As a result, the project was approved with a requirement to provide 126 spaces.

During project construction, groundwater intrusion issues arose, resulting in the need for mechanical equipment and ducting to be placed in the subterranean parking lot, displacing four (4) parking spaces. As a result, the total number of parking spaces existing at the project site is 122, which represents a 26 space reduction based on the 148 space requirement in 2007.

Parking requirements in the DSP have since changed, and the project would be required to provide 145 spaces by today's standards. The existing 122 spaces would represent a 23 space reduction based on current DSP requirements, which is only one (1) space more than the shared parking analysis allowed for. Parking demand for residential use of space is typically lower than that for commercial use of the same amount of space. If the adopted parking standards represent the best proxy to use of space demand, removing approximately 950 square feet of commercial space from the building would reduce the parking demand by four (4) spaces, and providing an additional two-bedroom unit would increase the demand by two (2) spaces, resulting in a net decrease in parking demand of two (2) spaces. Thus, the Master and Precise Development Plan modification would result in a project that requires a 21 space reduction based on current DSP standards.

Since completion of construction, staff has monitored the parking situation at the project site and in the immediate vicinity. The subterranean garage is currently used for resident and commercial employee parking only and requires a remote control for access. The grade-level garage has signage identifying a one-hour time limit for parking spaces during daytime hours, and requiring a parking permit for overnight parking. On-street parking is prohibited on S. Escondido Boulevard. but is allowed on W. 3rd Avenue. There are approximately five (5) on-street parking spaces available immediately in front of the property along W. 3rd Avenue. The remaining frontage along W. 3rd Avenue (approximately 50 feet) prohibits parking due to the presence of a fire hydrant and other utility structures. Overnight parking is prohibited on both sides of W. 3rd Avenue between S. Escondido Boulevard and S. Maple Street. This has been the case since prior to completion of construction of the project, and is believed to be a result of prior neighborhood complaints regarding recreational vehicles parking on the street overnight.

Staff received one call approximately ten (10) months ago from a resident concerned with the parking situation at the project site. Initially staff believed that the concern was a result of negative externalities caused by the reduced parking provided for the project. After further investigation, it was determined that the complaint was from a resident of the subject property and arose when signage indicating no overnight parking along the 3rd Avenue frontage was installed. (Said signage had been removed during construction of the project and was subsequently re-installed. It does not constitute a new prohibition.)

Planning Division staff visited the site in the evening on two occasions over the past few months to assess the effectiveness of the parking situation. One visit was conducted at approximately 7:00pm, when it is assumed that a majority of residents would likely be home from work. During that visit, staff noted that both levels of the parking garage were no more than 75 percent full, and

had an opportunity to speak to the on-site property manager who regularly monitors the garage for compliance with posted signage. The other visit was conducted at approximately 5:30pm and noted that both levels of the garage were closer to 50 percent of capacity.

While the parking management measures described above do not match those identified in the shared parking analysis conducted in 2007, staff believes that they have proven to be effective in maintaining adequate control over the parking situation at the property and to ensuring that parking does not become an issue that spills into the neighborhood. To memorialize said measures, staff has included a condition of approval for the project (attached as Exhibit "D" to draft Planning Commission Resolution No. 2019-19) requiring that an updated parking management plan be submitted for review and approval.

3. Modification to Permitted Commercial Uses:

As discussed above, the Master and Precise Development Plan for the project approved in 2007 included a list of commercial uses that were permitted or conditionally permitted for the site. This list is more specific and restrictive than the commercial uses identified in the Permitted and Conditional Uses matrix in the DSP. To allow for flexibility in leasing of the commercial space, the applicant has requested that allowable commercial uses for the project site be changed to match those in the DSP matrix. Staff supports this change since the matrix was designed to promote a mix of uses that are appropriate to support a vibrant and dynamic downtown environment without adversely affecting residents living in a mixed-use neighborhood. Additionally, creating consistency between the commercial uses allowed at the project site and those allowed at other properties in the DSP area will make create efficiency for staff when determining the permissibility of specific land uses.

D. SUPPLEMENTAL DETAILS OF REQUEST:

1.	Property Size:	0.80 acres		
		Existing	Proposed	Permitted
2.	Density:	68.75 du/ac	70 du/ac	100 du/ac
3.	Commercial Space:	9,256 sq. ft.	8,300 sq. ft.	
4.	Residential Units:	55	56	80
	One-Bedroom:	7	8	
	Two-Bedroom:	48	48	
5.	Open Space (per unit):	310 sq. ft.	309 sq. ft.	300 sq. ft. (minimum)
6.	Parking:	Required (Per 2007 Approval):		126 spaces
		Provided:		122 spaces
		Proposed:		122 spaces

7. Design: No changes to the exterior of the building are proposed as part of the modification, however some architectural and site design changes were approved through staff design review during construction of the project. Project plans included as Exhibit "C" to draft Planning Commission Resolution No. 2019-19 reflect the previously approved changes.

E. ENVIRONMENTAL STATUS:

A Negative Declaration (ER 2007-08) was adopted by the City Council on July 11, 2007. City staff analyzed the proposed Master and Precise Development Plan modification to determine if substantial changes to the project are proposed or if substantial changes to the circumstances under which the project would be undertaken have occurred that would necessitate the preparation of a subsequent negative declaration or an addendum to said negative declaration, or if not further environmental documentation is necessary. The scope of the analysis was limited to those subject areas that could potentially be impacted by the project modifications, namely traffic and, by reference, air quality and greenhouse gas (GHG) emissions. Since the proposed project modifications would have minimal to no effect on other subject areas, they were not analyzed.

A brief traffic analysis was conducted to determine if the proposed project modifications would result in a substantial net increase in the number of trips generated by the project. The analysis revealed that the project would result in a net decrease of thirteen (13) vehicle trips generated by the project site. As a result, the project would not have the potential to create traffic impacts. Since the only change in operational GHG emissions associated with the project would be related to traffic generated by the site, the net decrease in trips would result in a commensurate decrease in GHG emissions.

In staff's opinion, no significant issues remain unresolved and any impacts created as a result of the modifications to the project have been adequately addressed by the previously adopted Negative Declaration. The previously adopted Negative Declaration can be viewed online at the link provided below.

https://www.escondido.org/Data/Sites/1/media/PDFs/Planning/cityplaza/CEQADocumentation.pdf

F. CONCLUSIONS:

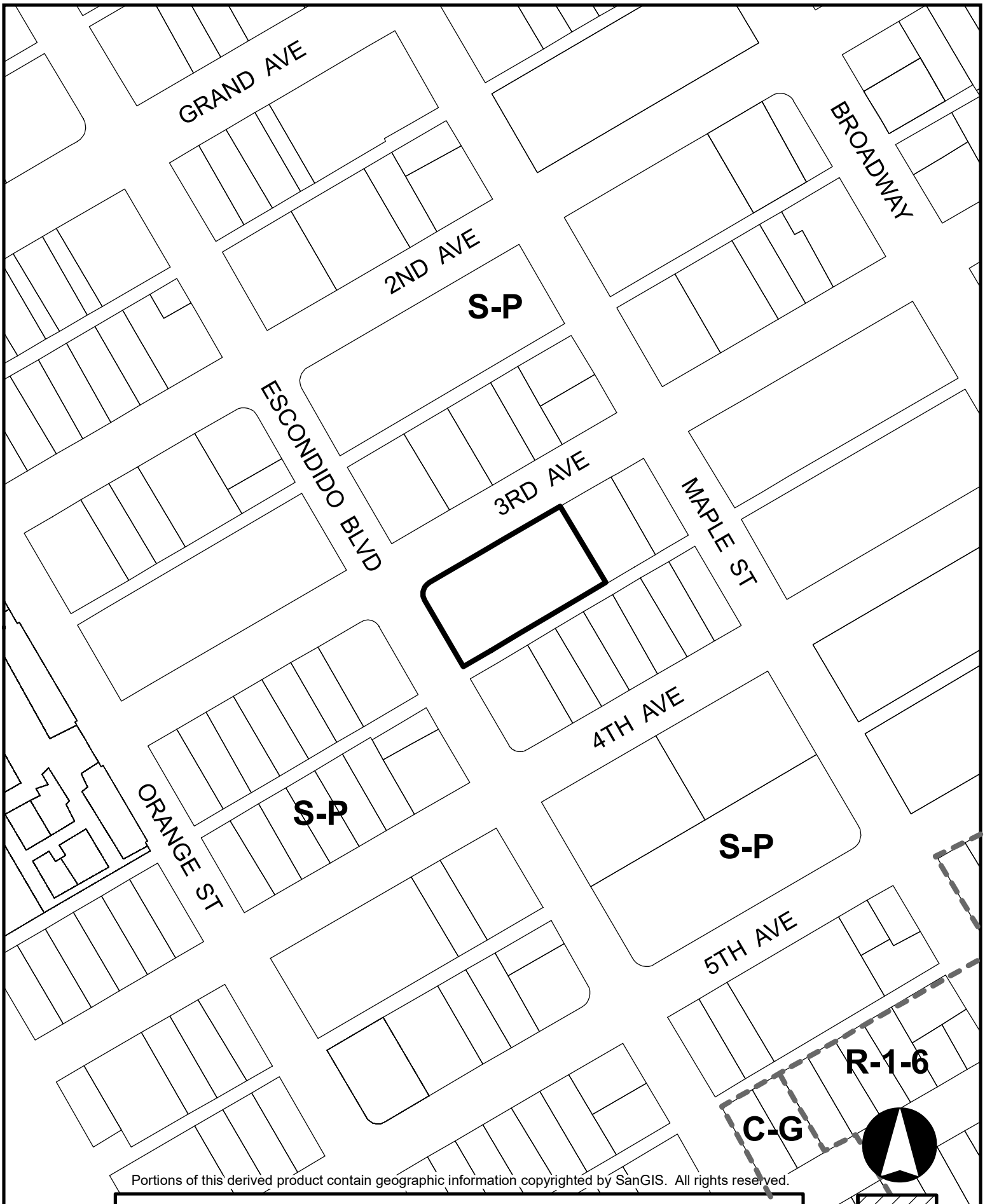
The proposed Master and Precise Development Plan modification is consistent with the General Plan and the DSP. The modification would result in a minor increase in residential density (from 68.75 du/ac to 70 du/ac) and a small reduction in the amount of leasable commercial space (approximately 950 square feet) for the project. Adequate open space would be maintained on the project site, and the change in allowable commercial uses is appropriate for this mixed use development. While parking for the project site is somewhat deficient, the proposed modification will reduce that deficiency since the parking required for the additional dwelling unit is less than that required for the reduced commercial square footage.

The Planning Commission acts as an advisory body to the City Council on applications for Master Plan modifications that increase residential density or change the land uses allowed for a project. Staff believes that the proposed Master and Precise Development Plan modification provides is compatible with the existing uses in the project vicinity and is appropriate for the project site.

Staff recommends the Planning Commission adopt Resolution 2019-19, recommending approval of the proposed Master and Precise Development Plan modification, described in this staff report, and as detailed in Exhibits “A” through “D” to the draft Resolution.

ATTACHMENTS:

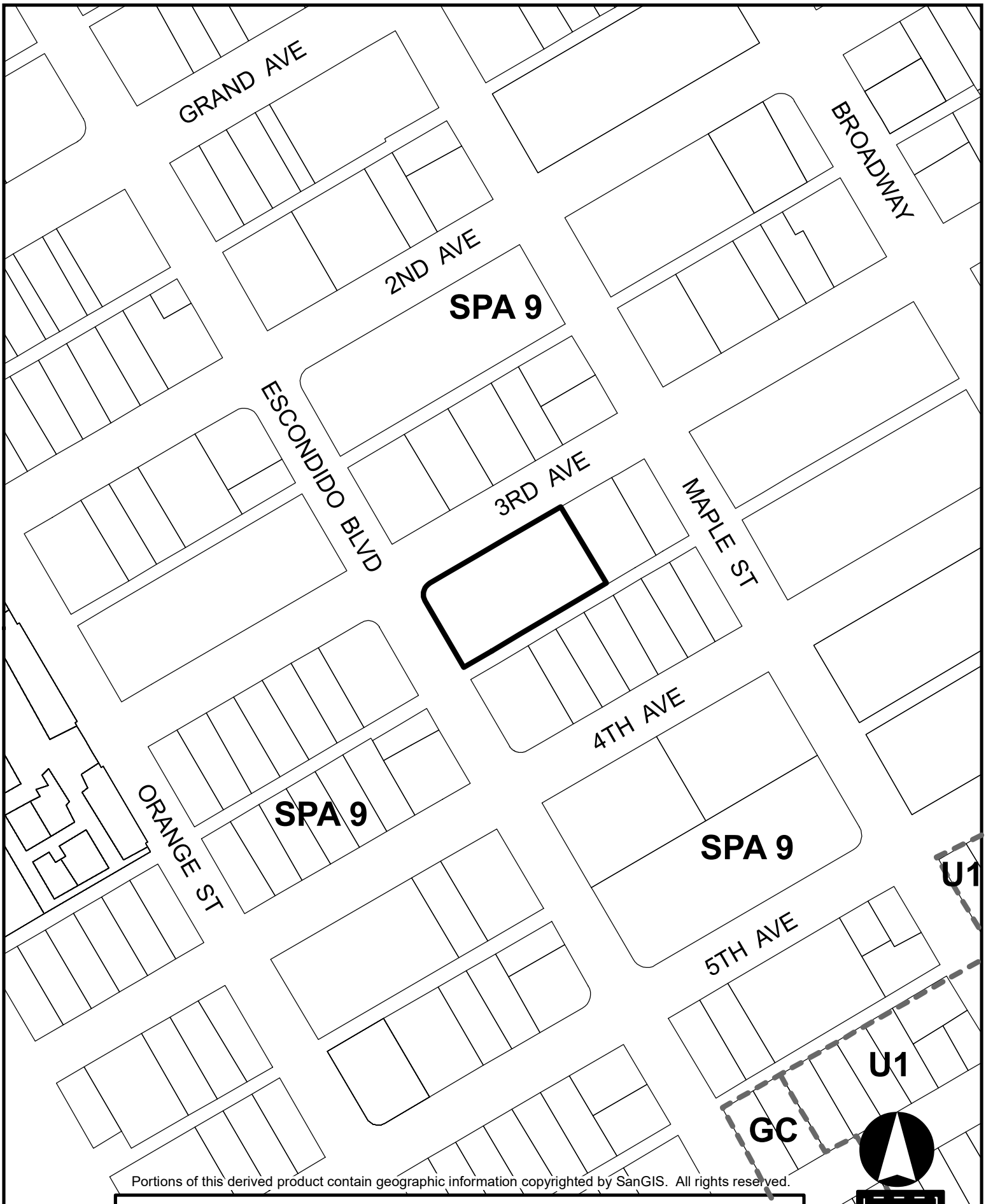
1. Location and General Plan Map
2. Downtown Specific Plan – Permitted and Conditional Uses Matrix
3. Resolution 2019-19 with Exhibits “A” through “D”



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PROPOSED PROJECT
PHG 17-0026

Z
ZONING



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PROPOSED PROJECT
PHG 17-0026

GP
GENERAL PLAN

FIGURE II-2
PERMITTED AND CONDITIONAL USES
(Page 1 of 6)

LAND USE	HD*	PV	CCU	GT	M	SG*	CN
RESIDENTIAL AND LODGING (in accordance with Figure II-3A)							
Bed-and-breakfast establishments (subject to regulations of Article 32 of the Zoning Code)						C	C
Residential-care facilities						C	C
Hotels and Motels (subject to regulations of Article 63 of the Zoning Code)	C	C	C	C	C	C3	
Residential above ground floor in specified areas, in conjunction with permitted non-residential use on ground floor (refer to Figure II-3 for appropriate locations and housing types)	P	P9	P	P	P	P	P
Residential, on ground floor in specified areas (refer to Figures II-3 and II-4 for appropriate locations and housing types)	P7, P8	P8, P9	P8	P8	P8	P8	P
Home Occupations (subject to regulations of Article 44 of the Zoning Code)	P5	P5	P5	P5	P5	P5	P5
GENERAL RETAIL							
New merchandise sold in department stores, drugstores, pharmacies, and retail establishments selling toys, flowers, gifts, stationery, jewelry, leather, apparel, shoes (including repair), china, glassware, pottery, crafts, cigars, yardage goods, pets, hobbies, art supplies, automobile supply stores (without installation), video sales and rental, music (including incidental recording, instruction and instrument repair), books / magazines / newspapers, sporting goods, bicycles / cameras / electronics / office business / small household appliance sales and service, and other similar retail goods and incidental services NEC. Prohibited uses include retail uses with across the board maximum pricing or "everything under" pricing and surplus goods. Previously owned goods and merchandise including antiques, collectibles, coins, consignment and stamps, excluding pawn shops, second hand and thrift stores.	P	P	P	P	P	P3	P6
Automobile supply stores with incidental installation				P		P3	

NOTES:

P = Permitted C = Conditional Use Permit required

1 Under 3,000 square feet.
2 Within Grand Avenue's "retail-core area" use is not permitted on ground floor facing Grand Avenue unless located behind a solid wall, and such wall shall be located at least 25% of the building depth back from the front, with a minimum of 25 feet of front retail depth, whichever is more. Primary entrance to this use must be from the alley. No signage facing Grand Avenue is permitted.
3 Only permitted on Escondido Boulevard.
4 Only permitted within a multi-tenant building, and shall not occupy more than 30% of the gross floor area.
5 Only in conjunction with an approved residential project.
6 Only permitted on Pennsylvania Avenue and the north side of Valley Parkway between Kalmia and Ivy Streets.
7 Not allowed along Grand Avenue on ground floor within the "retail core area."
8 Residential and mixed-use projects are permitted in specified areas, subject to a Planned Development approval in Article 19 of the Zoning Code.
9 No residential uses permitted between Woodward Avenue, Washington Avenue, Escondido Boulevard and Broadway.
10 Not allowed along Grand Avenue on ground floor between Grand and adjacent alleys.
11 Permitted on Local Historic Register properties.
* Existing automobile dealerships are a non-conforming use. Conversion of these sites to a new and substantially different use shall require plot plan review or a Conditional Use Permit subject to the provisions in the Permitted Use Matrix.

DOWNTOWN DISTRICTS:

HD	Historic Downtown
PV	Park View
CCU	Centre City Urban
GT	Gateway Transit
M	Mercado
SG	Southern Gateway
CN	Creekside Neighborhood

NOTE: Should a conflict arise between this matrix and the land-use district text, the land use district text discussion shall take precedence in determining the appropriateness of the land use.

FIGURE II-2
PERMITTED AND CONDITIONAL USES
(Page 2 of 6)

LAND USE	HD*	PV	CCU	GT	M	SG*	CN
GENERAL RETAIL (continued)							
Carpet and floor covering and installations	P6			P		P3	P6
Large appliance sales	P7	P	P	P	P1	P3	P6
Home Furnishings with retail display (not including "mattress only", carpet, and discount furniture stores)	P	P	P	P	P1	P3	P6
Hardware, paint, glass, tools, home improvement	P	P	P	P	P1	P1, P3	P6
Medical equipment sales/rentals and supplies	P7		P	P	P1	P3	P6
Outdoor vending machines		P					
EATING AND DRINKING ESTABLISHMENTS							
All types of eating establishments providing meal service from an on-site operating commercial-grade kitchen, and / or dessert service from an on-site operating commercial-grade freezer / refrigerator facility with, or without, incidental sale of alcohol (including micro-breweries and outdoor dining, but with no drive-through), with no live amplified entertainment or dancing	P	P	P	P	P	P3, P11	
Eating establishment as drive-through businesses			C12**	C12**			
Eating establishments (as defined above) with indoor amplified entertainment and/or dancing	P	P	P	P	P	C3	
Wine- and beer-tasting establishments (only with retail sales involving related merchandise that includes a significant portion of the sales area)	P	P	P	P	P	P3	
Drinking establishments, bars and nightclubs serving alcohol with or without live entertainment and / or dance	C	C	C	C	C	C3	

NOTES:

P = Permitted C = Conditional Use Permit required

1 Under 3,000 square feet.
2 Within Grand Avenue's "retail-core area" use is not permitted on ground floor facing Grand Avenue unless located behind a solid wall, and such wall shall be located at least 25% of the building depth back from the front, with a minimum of 25 feet of front retail depth, whichever is more. Primary entrance to this use must be from the alley. No signage facing Grand Avenue is permitted.
3 Only permitted on Escondido Boulevard.
4 Only permitted within a multi-tenant building, and shall not occupy more than 30% of the gross floor area.
5 Only in conjunction with an approved residential project.
6 Only permitted on Pennsylvania Avenue and the north side of Valley Parkway between Kalmia and Ivy Streets.
7 Not allowed along Grand Avenue on ground floor within the "retail core area."
8 Residential and mixed-use projects are permitted in specified areas, subject to a Planned Development approval in Article 19 of the Zoning Code.
9 No residential uses permitted between Woodward Avenue, Washington Avenue, Escondido Boulevard and Broadway.
10 Not allowed along Grand Avenue on ground floor between Grand and adjacent alleys.
11 Permitted on Local Historic Register properties.
* Existing automobile dealerships are a non-conforming use. Conversion of these sites to a new and substantially different use shall require plot plan review or a Conditional Use Permit subject to the provisions in the Permitted Use Matrix.
12 Drive-through eating and drinking establishments shall be permitted with a Conditional Use Permit, subject to the provisions in Article 16, Section 33-341
** The use which contains a drive-through facility as a primary use shall be located on a site having minimum frontage of 100 feet on a Circulation Element Street as indicated in the City's General Plan, and must have a minimum separation of 500 feet from any other business that operates a drive-through as a primary use.

DOWNTOWN DISTRICTS:

HD	Historic Downtown
PV	Park View
CCU	Centre City Urban
GT	Gateway Transit
M	Mercado
SG	Southern Gateway
CN	Creekside Neighborhood

NOTE: Should a conflict arise between this matrix and the land-use district text, the land use district text discussion shall take precedence in determining the appropriateness of the land use.

FIGURE II-2
PERMITTED AND CONDITIONAL USES
(Page 3 of 6)

LAND USE	HD*	PV	CCU	GT	M	SG*	CN
FOOD AND LIQUOR SALES (excluding convenience and package stores)							
General grocery stores less than 7,000 SF and specialty foods, including imported and/or unique food products, produce, candy, baked goods, meat, etc., specialty liquor sales involving off-sale unique brands of beer, wine, and distilled spirits	P	P	P	P	P	P3	P6
General grocery stores exceeding 7,000 SF of sales area with, or without, alcohol sales	P7	P	P		P	P3	P6
Convenience markets, excluding package stores		C	C	C			
GENERAL OFFICE AND FINANCIAL SERVICES							
Administrative, business and professional offices, employment agencies, secretarial services, realtors/real estate offices and counseling services, travel and ticket agencies	P2	P	P	P	P	P	P6
Short-term political campaign offices with a maximum duration of six months	P	P	P	P	P	P	P6
Financial institutions, banks, savings and loans (excluding check cashing and/or payday loans as a primary use), visitor and information center (including Downtown Business Association), governmental services, police and fire stations, etc. that provide direct contact with the public	P	P	P	P	P	P	P6
Off-site sales and call centers	P10					P	P6
HEALTH AND PERSONAL SERVICES							
Medical/dental/optical/offices, clinics and laboratories, licensed alternative health-care establishments, day spas, excluding acupressure and massage establishments as primary uses.	P2	P	P	P	P	P	P6
Barber, beauty salons including cosmetology involving ear piercing, permanent eye and lip lining, excluding other body piercing, body art, and inking parlors	P	P	P	P	P	P3	P6

NOTES:

P = Permitted C = Conditional Use Permit required

1 Under 3,000 square feet.
2 Within Grand Avenue's "retail-core area" use is not permitted on ground floor facing Grand Avenue unless located behind a solid wall, and such wall shall be located at least 25% of the building depth back from the front, with a minimum of 25 feet of front retail depth, whichever is more. Primary entrance to this use must be from the alley. No signage facing Grand Avenue is permitted.
3 Only permitted on Escondido Boulevard.
4 Only permitted within a multi-tenant building, and shall not occupy more than 30% of the gross floor area.
5 Only in conjunction with an approved residential project.
6 Only permitted on Pennsylvania Avenue and the north side of Valley Parkway between Kalmia and Ivy Streets.
7 Not allowed along Grand Avenue on ground floor within the "retail core area."
8 Residential and mixed-use projects are permitted in specified areas, subject to a Planned Development approval in Article 19 of the Zoning Code.
9 No residential uses permitted between Woodward Avenue, Washington Avenue, Escondido Boulevard and Broadway.
10 Not allowed along Grand Avenue on ground floor between Grand and adjacent alleys.
11 Permitted on Local Historic Register properties.
* Existing automobile dealerships are a non-conforming use. Conversion of these sites to a new and substantially different use shall require plot plan review or a Conditional Use Permit subject to the provisions in the Permitted Use Matrix.

DOWNTOWN DISTRICTS:

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FIGURE II-2
PERMITTED AND CONDITIONAL USES
(Page 4 of 6)

LAND USE	HD*	PV	CCU	GT	M	SG*	CN
SPECIALTY SERVICES (includes similar ancillary uses NEC)							
Animal services (indoor only) to include pet training, boarding, pet spas, pet day care and veterinary clinics, excluding kennels	P7		P	P	P	P3	P6
Photographic developing and photocopy services, watch and clock repair, locksmiths	P	P	P	P	P	P	P6
Music recording/practice studios	P2	P4	P	P	P	P4	P1, 6
Custom-furniture upholstery and repair	P7					P3	P6
Picture framing shops	P	P4	P	P	P	P3	P6
Postal services including parcel delivery (public/private)	P2	P	P	P	P	P	P
Cleaning and laundering services without on-site cleaning	P7	P1	P1	P1		P1, 4	P1, 5, 6
Cleaning establishments and laundries, self-service or coin operated	P10	P				C	P1, 5, 6
Mortuaries	C10	C				C	C6
Tailors and dressmakers and alterations	P2	P	P	P	P	P	P5, 6
ENTERTAINMENT, RECREATION AND CULTURAL							
Dance facilities, pinball and electronic game arcades	C		C		C		
Athletic clubs, health studios, yoga, jazzercise, aerobics, zumba and similar programs	P7	P	P	P	P	P3	P6

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FIGURE II-2
PERMITTED AND CONDITIONAL USES
(Page 5 of 6)

LAND USE	HD*	PV	CCU	GT	M	SG*	CN
ENTERTAINMENT AND RECREATION (continued)							
Galleries and studios pertaining to artists, craft workers and photographers (including incidental developing and printing), libraries, museums, etc., including incidental sale of merchandise pertaining to the primary use	P	P	P	P	P	P	P6
Dance studios and schools	P	P	P	P	P	P3	P6
Martial arts schools and training facilities	P10		P	P	P	P3	P6
Entertainment establishments (including internet cafes) with incidental sale of food or alcohol (excluding incidental entertainment in restaurants)	C	C	C	C	C	C3	C6
Parks - general recreation	P	P	P	P	P	P	P
Roller-skating and bowling alleys and similar indoor arena sports			P	P	C		
Swimming pools and schools		P					P6
Theater, live and motion picture	P	P	P	P			
SOCIAL, PROFESSIONAL, RELIGIOUS ORGANIZATIONS							
Churches, synagogues, temples, missions, religious reading rooms, and other religious activities (not allowed within Grand Avenue "historic retail core area")	C7	C	C	C	C	C	C
Social and professional organizations that conduct group and/or membership meetings on the premises, including political, veterans, civic, labor, charitable and similar organizations	C2	C	C	C	C	C	C
Youth Organizations		C	C	C	C	C	C

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FIGURE II-2
PERMITTED AND CONDITIONAL USES
(Page 6 of 6)

LAND USE	HD*	PV	CCU	GT	M	SG*	CN
EDUCATION							
Educational facilities for adults	C	P	C	P	P	P	C6
Daycare facilities	C10	C	C	C	C	C	C6
Schools-(primary education)		C		C	C	C	C
Schools-(secondary education)	C6	C		C	C	C	C
COMMUNICATIONS (wireless facilities subject to Article 34)							
Broadcasting (radio and/or television stations)	C7	C	C	C	P	C	C6
Newspaper printing and publishing	C7		C1	C1	C1	C1	C6
TRANSPORTATION AND MISCELLANEOUS SERVICES							
Car-rental services, excluding maintenance and repair of vehicles			C	C			
Parking lots (municipal)	P	P	P	P	P	P	P
Parking lots (private full fee)	C	C	C	C	C	C	C
Taxicab, trolley, shuttle and pedicab stands	P	P	P	P	P	P	P
Transit stations and car-rental services, including maintenance and repair				P			
Seasonal sales not exceeding 30 days, (including pumpkin, Christmas tree and wreath sales between October 1 and December 31, both dates inclusive, to the extent permitted by other statutory and ordinance provisions). Structures and materials used for seasonal sales shall be removed from the premises immediately after December 31 and the property shall be restored to a neat condition	P	P	P	P	P	P	P
Miscellaneous Government Operations that do not provide direct contact with the public	C	C	C	C	C	C	C

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ATTACHMENT 3

Planning Commission
Hearing Date: September 10, 2019
Effective Date: September 11, 2019

PLANNING COMMISSION RESOLUTION NO. 2019-19

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ESCONDIDO, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF A MASTER AND PRECISE DEVELOPMENT PLAN MODIFICATION FOR AN EXISTING MIXED-USE PROJECT

APPLICANT: HB&A Architects, Andrew Hedin

CASE NO: PHG 17-0026

WHEREAS, Andrew Hedin, on behalf of HB&A Architects (herein after referred to as “Applicant”), filed a land use development application (Planning Case No. PHG 17-0026) constituting a request for a Master and Precise Development Plan modification to allow an increase in residential density and change in permitted and conditionally permitted land uses on a 0.80 gross acre site located at 300 – 328 S. Escondido Boulevard (APN 233-142-14-00), in the Southern Gateway District of the Downtown Specific Plan; and

WHEREAS, the subject property is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as though fully set forth herein; and

WHEREAS, the land use development application was submitted to, and processed by, the Planning Division of the Community Development Department in accordance with the rules and regulations of the Escondido Zoning Code and the applicable procedures and time limits specified by the Permit Streamlining Act

(Government Code Section 65920 et seq.) and California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.); and

WHEREAS, mixed use planned development projects are permitted within the Downtown Specific Plan, subject to the approval of a Master and Precise Development Plan, in accordance with Section the Downtown Specific Plan and Article 19 of the Escondido Zoning Code; and

WHEREAS, pursuant to CEQA and CEQA Guidelines (Title 14 of California Code of Regulations, Section 15000 et. seq.), the City is the Lead Agency for the Project, as the public agency with the principal responsibility for approving the proposed Project; and

WHEREAS, the Planning Division did study said request, performed necessary investigations, prepared a written report, and does recommend approval of the Project; and

WHEREAS, City staff provided public notice of the application in accordance with City and State public noticing requirements.

WHEREAS, the Planning Commission of the City of Escondido did, on September 10, 2019, hold a duly noticed public hearing as prescribed by law. At said hearing, this Planning Commission received and considered the reports and recommendation of the Planning Division and gave all persons full opportunity to be heard and to present evidence and testimony respecting said matter. Evidence was submitted to and considered by the Planning Commission, including, without limitation:

a. Written information including plans, studies, written and graphical information, and other material, submitted by the Applicant;
b. Oral testimony from City staff, interested parties, and the public;

c. The staff report, dated September 10, 2019, with its attachments as well as City staff's recommendation on the Project, which is incorporated herein as though fully set forth herein; and

d. Additional information submitted during the public hearing; and

WHEREAS, said public hearing before the Planning Commission was conducted in all respects as required by the Escondido Municipal Code and the rules of this Planning Commission.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Escondido:

1. That the above recitations are true and correct.

2. A Negative Declaration was approved for the Master and Precise Development Plan at the time of approval (July 11, 2007) in compliance with all requirements contained in CEQA, CEQA Guidelines, and Article 47 (Environmental Quality Regulations) of the Escondido Zoning Code in effect at that time and the proposed modifications to the project do not necessitate the preparation of any further environmental documentation.

3. After consideration of all evidence presented, and studies and investigations made by the Planning Commission and in its behalf, the Planning Commission makes the substantive findings and determinations attached hereto as Exhibit "B," relating to the information that has been considered. In accordance with the Findings of Fact and the foregoing, the Planning Commission reached a recommendation on the matter as hereinafter set forth.

4. The Planning Commission hereby recommends that the City Council approve the application for a Master and Precise Development Plan modification to use the subject property for said purposes specified above, as depicted in Exhibit "C" hereto and on-file in the Planning Division, and subject to each and all of the conditions hereinafter set forth in Exhibit "D." This Planning Commission expressly declares that it would not have made this recommendation to approved this land use development application except upon and subject to each and all of said conditions, each and all of which shall run with the land and be binding upon the Applicant, the owner, and all subsequent owners of the subject property, and all persons who use the subject property for the use permitted hereby.

BE IT FURTHER RESOLVED that, pursuant to Government Code Section 66020(d)(1):

1. NOTICE IS HEREBY GIVEN that the Project is subject to dedications, reservations, and exactions, as specified in the Conditions of Approval. The Project is subject to certain fees described in the City of Escondido's Development Fee Inventory on file in both the Community Development and Public Works Departments. The Applicant shall be required to pay all development fees of the City then in effect at the time and in such amounts as may prevail when building permits are issued. It is the City's intent that the costs representing future development's share of public facilities and capital improvements be imposed to ensure that new development pays the capital costs associated with growth. The Applicant is advised to review the Planned Fee Updates portion of the web page, www.escondido.org, and regularly monitor and/or review fee-related information to plan for the costs associated with undertaking the Project.

PASSED, ADOPTED AND APPROVED by a majority vote of the Planning Commission of the City of Escondido, California, at a regular meeting held on the 10th day of September, 2019, by the following vote, to wit:

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAINED:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

_____
JAMES SPANN, Chairman
Escondido Planning Commission

ATTEST:

_____
MIKE STRONG, Secretary of the
Escondido Planning Commission

I hereby certify that the foregoing Resolution was passed at the time and by the vote above stated.

_____
KIRSTEN PERAINO, Minutes Clerk
Escondido Planning Commission

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 12 THROUGH 16 INCLUSIVE IN BLOCK 96 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

APN: 233-142-14

EXHIBIT "B"
PHG 17-0026
FACTORS TO CONSIDER / FINDINGS OF FACT

Environmental Determination(s):

1. Pursuant to the California Environmental Quality Act, (CEQA, Public Resources Code Section 21000 et. seq.), and its implementing regulations (the State CEQA Guidelines), Article 14 of the California Code of Regulations Section 15000 et. seq., the City of Escondido is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.

2. An Initial Study/Negative Declaration (IS/ND) for the original Master and Precise Development Plan was prepared, published, circulated, reviewed, and adopted in accordance with the requirements of CEQA, the State CEQA Guidelines, and the local environmental procedures.

3. An analysis of the previous Negative Declaration (ND) was conducted and determine that said ND provides adequate coverage for the proposed project. Pursuant to CEQA Guidelines Section 15162, no further environmental documentation is required.

4. Pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines Section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Hall. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the Planning Commission's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

Master and Precise Development Plan Modification Determination(s):

1. The location, design, and residential density of the proposed planned development modification are consistent with the goals and policies of the Escondido General Plan and the Downtown Specific Plan (DSP) since high-density residential and mixed-use projects are permitted by the specific plan. The proposed modifications to the Master and Precise Development Plan would be below the residential land use density permitted for the site, and the commercial uses would correspond to those allowed throughout the Southern Gateway District of the DSP.

2. The location of the planned development allows it to be well integrated with its surroundings since the project is already constructed and no exterior changes to the building are proposed as part of this project, nor will any additional building area be provided. New commercial uses permissible by the planned development modification will be consistent with those allowed elsewhere in the Southern Gateway District of the DSP.

3. All vehicular traffic generated by the proposed development would be accommodated safely and without causing undue congestion upon adjoining streets because the project would result in a net decrease in overall trip generation.

4. The location and design of the development allows residents and business establishments to be well integrated with the project surroundings because the project is only proposing a minor change to the intensity of land uses that already exist on-site. The residential density for the site would increase by less than two (2) percent (from 68.75 dwelling units per acre to 70 dwelling units per acre), and the commercial square footage would decrease by approximately ten (10) percent (from approximately 9,250 square feet to approximately 8,300 square feet). No new commercial uses are presently proposed, however the change in allowable uses will be consistent with those allowed elsewhere in the project vicinity. No exterior changes to the building are proposed as part of this project, nor will any additional building area be provided.

5. The overall design of the project currently creates an attractive, efficient and stable environment, and no exterior modifications are proposed. The relocation of the residents-only gym to a larger area on the first floor will make it more functional and will increase the size of the residential amenity without adding square footage to the building. The additional residential unit would be located in the former gym space which is already designed to be easily converted to a residential unit.

6. The proposed development would be well integrated into its surroundings since the building is already existing and no exterior modifications are proposed.

7. The uses proposed for the project site could be permitted without a Master and Precise Development Plan if the original project were proposed today as a result of a major update to the DSP that was processed since the project was originally approved. However, because the original approval required a Planned Development Permit, and since that Permit specified the residential density for the project and identified the permitted and conditionally permitted commercial land uses, a modification to the Master and Precise Development Plan is required in order to allow the requested changes.

Density Transfer Determination(s):

1. The City's Density Transfer Program allows the transfer of unused residential density from the developing properties to another, future project in the downtown area. Through the program, residential units that are transferred from undeveloped or underutilized properties (i.e. sending areas) are placed in a density credit pool and are held until there are developing properties (i.e. receiving areas) acquire the density. Through the application of Planning Case File No. PHG17-0026, the subject property has been deemed a candidate to be a "sending area" and 24 units have been identified for transfer into the density credit pool. There are currently no units in the credit pool. If transferred, the new credit pool balance would be 24 units, as of this writing.

2. The transfer of said units would help incentivize future development - and keep it in the downtown area to support nearby retailers, services, entertainment, and attract other new businesses that are part of a desirable downtown economy. The overall amount of new development within the downtown would remain the same; however, implementation of the program creates a flexible way to still achieve the ultimate build-out of the downtown and create a future sustainable center of activity. Adopting the project and approving the transfer of units would help accommodate the city's share of future regional housing needs with greater mix of housing types and choices, which benefits everyone in the community.

CITY PLAZA AT ESCONDIDO

300 SOUTH ESCONDIDO BLVD, ESCONDIDO, CA 92025

MASTER DEVELOPMENT PLAN MODIFICATION

(MDP2007-11-PD/SP/DA - PHG 17-0026)

PROJECT DATA

PROJECT DESCRIPTION:

APPROVED MIXED USE PROJECT LOCATED AT 300 S. ESCONDIDO BLVD. CONSISTS OF RETAIL & OFFICE SPACES AT STREET LEVEL AND CURRENTLY 55 RESIDENTIAL UNITS ON THREE LEVELS ABOVE. THERE ARE 41 PARKING SPACES AT GRADE AND 81 PARKING SPACES PROVIDED BELOW GRADE.

THE ORIGINALLY APPROVED PROJECT SCOPE PROVIDED FOR A TENANT GYM IN UNIT 218 AND A LEASING OFFICE IN ONE OF THE SUITES ON THE GROUND FLOOR, WITH A UNIT COUNT OF 55 UNITS.

THE FIRST REVISION INCLUDED THE RELOCATION OF THE TENANT GYM TO SUITE 122 LOCATED ON THE GROUND FLOOR AND MOVING THE LEASING OFFICE INTO UNIT 218, KEEPING THE UNIT COUNT TO 55 TOTAL UNITS.

THE SECOND REVISION INCLUDED THE CONVERTING THE LEASING OFFICE IN UNIT 218 TO A ONE-BEDROOM (ADA) UNIT AND CONVERTING A VACANT TWO-BEDROOM UNIT 404 INTO THE LEASING OFFICE, KEEPING THE UNIT COUNT TO 55 UNITS.

THE CURRENTLY PROPOSED REVISION INCLUDES CONVERTING THE LEASING OFFICE IN UNIT 404 BACK INTO A LEASABLE TWO-BEDROOM (ADA) UNIT, THIS WILL INCREASE THE TOTAL UNIT COUNT TO 56 UNITS.

DWELLING UNITS COMPLY WITH HOUSING ACCESSIBILITY PER 2016 CBC CHAPTER 11A AS FOLLOWS:
1) THREE DWELLING UNITS (ONE PER LEVEL) ARE FULLY ACCESSIBLE.

2) REMAINING DWELLING UNITS SHALL COMPLY WITH 2016 CBC CHAPTER 11A SEC. 1.
a) ONE BATHROOM WITHIN THE DWELLING UNIT SHALL BE DESIGNED TO COMPLY WITH OPTION 2 OF SECTION 1134A.2 OF CHAPTER 11A, SEC. 1.

	EXISTING	PROPOSED
SITE INFORMATION:		
PROJECT A.P.N.:	233-162-14	233-162-14
EXISTING	35,500 S.F. / .80 ACRES	35,500 S.F. / .80 ACRES
TOTAL NUMBER OF LOTS	1 LOT	1 LOT
TOTAL LOT COVERAGE	35,000 S.F. / 10,677 S.F. / 30.5%	35,000 S.F. / 10,677 S.F. / 30.5%
TOTAL BUILDING COVERAGE (FAR)	35,000 S.F. / 10,677 S.F. / 30.5%	35,000 S.F. / 10,677 S.F. / 30.5%
TOTAL PARKING COVERAGE	19,813 S.F. / 57%	19,813 S.F. / 57%
OPEN SPACE	3005.5 F.A.R/T = 14,281 S.F. REQ.	3005.5 F.A.R/T = 14,281 S.F. REQ.
	2,500 S.F. PUBLIC PLAZA	2,500 S.F. PUBLIC PLAZA
	780 S.F. PRIVATE EXERCISE ROOM	896 S.F. PRIVATE EXERCISE ROOM
	13,730 S.F. PRIVATE OUTDOOR	13,796 S.F. PRIVATE OUTDOOR
	TOTAL 17,090 S.F. OUTDOOR SPACE	TOTAL 17,308 S.F. OUTDOOR SPACE
SITE INFORMATION:		
GENERAL PLAN	SPECIFIC PLANNING AREA (SPA) #6	SPECIFIC PLANNING AREA (SPA) #6
ZONING	SPECIFIC PLAN - SOUTHERN GATEWAY DISTRICT	SPECIFIC PLAN - SOUTHERN GATEWAY DISTRICT
DENSITY	58.75 DU/ACRE	70 DU/ACRE
BUILDING:		
OCCUPANCY:	R-3 M, B, R-1	R-3 M, B, R-1
CONSTRUCTION TYPE:	TYPE II (5-3.M.B); TYPE V-1HR. (R-1)	TYPE II (5-3.M.B); TYPE V-1HR. (R-1)
BUILDING HEIGHTS:		
GRADE AVERAGE (SEE T1.2 FOR GRADE ELEVATIONS):	647.20' + 647.67' + 654.40' +653.88' = 2602.62' ÷ 4 = 650.65'	
AVERAGE ROOF SHEATHING HEIGHT:	668.25'	
AVERAGE GRADE ELEVATION:	650.65	
PROPOSED BUILDING HEIGHT:	45.00'	
ALLOWABLE BUILDING HEIGHT PER TABLE 5-B:	50.00'	
BUILDING STORIES:	4 ABOVE + 1 BELOW GRADE (56'-0" ABOVE GRADE)	4 ABOVE + 1 BELOW GRADE (56'-0" ABOVE GRADE)
HARDSCAPE (PARKING / PLAZA):		
EXISTING:	17,824 S.F.	
PROPOSED:	2,912 S.F.	
PLAZA AREA:	14,816 S.F.	
PARKING (TOTAL):	19,812 S.F.	
GROUND LEVEL		
UNDERGROUND	39,080 S.F.	
LANDSCAPE:		
EXISTING:	2,836 S.F.	
PROPOSED (TOTAL):	5,416 S.F.	
GROUND LEVEL:	1,566 S.F.	
2ND LEVEL	3,763 S.F.	
OPEN SPACE PROVIDED:	8,381 S.F.	

RESIDENTIAL INFORMATION:

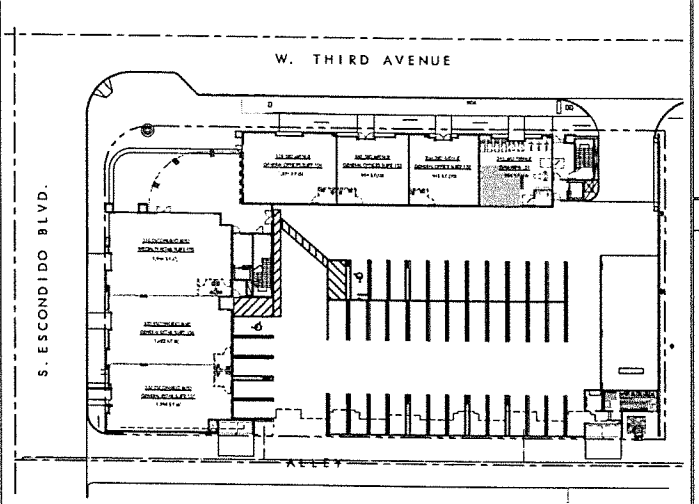
1-BEDROOM UNITS	(6 TOTAL)	1-BEDROOM UNITS	(8 TOTAL)	
UNIT 'D.1'	(6) UNITS	745 S.F.	UNIT 'E1' (1) UNITS	745 S.F.
UNIT 'E2'	(2) UNITS	779 S.F.	UNIT 'E2' (2) UNITS	779 S.F.
2-BEDROOM UNITS	(48 TOTAL)	2-BEDROOM UNITS	(47 TOTAL)	
UNIT 'A'	(12) TOTAL UNITS		UNIT 'A' (12) TOTAL UNITS	
	(3) UNITS	1,032 S.F.	(3) UNITS	1,032 S.F.
	(3) UNITS	1,005 S.F.	(2) UNITS	1,005 S.F.
	(6) UNITS	984 S.F.	(6) UNITS	984 S.F.
UNIT 'B1'	(6) TOTAL UNITS	928 S.F.	UNIT 'B1' (6) TOTAL UNITS	928 S.F.
UNIT 'B2'	(9) TOTAL UNITS	916 S.F.	UNIT 'B2' (9) TOTAL UNITS	916 S.F.
UNIT 'C'	(6) TOTAL UNITS	1,065 S.F.	UNIT 'C' (6) TOTAL UNITS	1,065 S.F.
UNIT 'C1'	(3) TOTAL UNITS	1,075 S.F.	UNIT 'C1' (3) TOTAL UNITS	1,075 S.F.
UNIT 'D'	(9) TOTAL UNITS		UNIT 'D' (9) TOTAL UNITS	
	(3) UNITS	1,168 S.F.	(3) UNITS	1,168 S.F.
	(5) UNITS	1,142 S.F.	(5) UNITS	1,142 S.F.
UNIT 'F'	(3) TOTAL UNITS	1,107 S.F.	UNIT 'F' (3) TOTAL UNITS	1,107 S.F.
	TOTAL 55 UNITS		TOTAL 56 UNITS	

COMMERCIAL INFORMATION:

GENERAL OFFICE (SUITES 102):	942 S.F., ACTUAL S.F. DUE TO INCORRECT CONSTRUCTION OF BUILDING FOOTPRINT
GENERAL OFFICE (SUITES 103):	859 S.F., ACTUAL S.F. DUE TO INCORRECT CONSTRUCTION OF BUILDING FOOTPRINT
GENERAL OFFICE (SUITES 104):	1,219 S.F., ACTUAL S.F. DUE TO INCORRECT CONSTRUCTION OF BUILDING FOOTPRINT
GENERAL RETAIL (SUITE 105):	1,246 S.F., ACTUAL S.F. DUE TO INCORRECT CONSTRUCTION OF BUILDING FOOTPRINT
GENERAL RETAIL (SUITE 106):	1,222 S.F., ACTUAL S.F. DUE TO INCORRECT CONSTRUCTION OF BUILDING FOOTPRINT
GENERAL RETAIL (SUITE 107):	1,266 S.F., ACTUAL S.F. DUE TO INCORRECT CONSTRUCTION OF BUILDING FOOTPRINT

SITE PLAN

SCALE: 1" = 40' - 0"



PARKING ANALYSIS

ORIGINAL APPROVED SCOPE (PARKING RATIOS BASED ON 2007 DOWNTOWN SPECIFIC PLAN):

SPECIALTY RETAIL 1,940 S.F. @ 1/250 S.F.	13 SPACES
GENERAL RETAIL 5,295 S.F. @ 1/250 S.F.	11 SPACES
OFFICE SUITES 4,868 S.F. @ 1/260 S.F.	19 SPACES
(7) ONE BEDROOM UNITS @ 1.50 SPACES/UNIT:	10.50 SPACES
(48) TWO BEDROOM UNITS @ 1.75 SPACES/UNITS:	84.0 SPACES
GUEST PARKING FOR 55 UNITS / 4:	13.75 SPACES
TOTAL REQUIRED SPACES PER DOWNTOWN SPECIFIC PLAN (2007):	140 SPACES (148.25)
REDUCTION PER 2007 PARKING STUDY	-12.5 SPACES
TOTAL REQUIRED SPACES:	128 SPACES
ACTUAL TOTAL PROVIDED SPACES:	122 SPACES [1]
THIS SCOPE HAD THE TENANT GYM IN UNIT 218 AND NO LEASING OFFICE.	

CURRENT PROJECT CONFIGURATION (PARKING RATIOS BASED ON CURRENT DOWNTOWN SPECIFIC PLAN):

COMMERCIAL SPACE 3,309 S.F. @ 1/250 S.F.:	13.2 SPACES [1, 2]
(5) ONE BEDROOM UNITS @ 1.50 SPACES/UNITS:	12.0 SPACES
(48) TWO BEDROOM UNITS @ 1.75 SPACES/UNITS:	84.0 SPACES
GUEST PARKING FOR 55 UNITS / 4:	14.0 SPACES
TOTAL REQUIRED SPACES PER CURRENT DOWNTOWN SPECIFIC PLAN:	143 SPACES (145.2)
REDUCTION PER 2007 PARKING STUDY	-12 SPACES
TOTAL REQUIRED SPACES:	131 SPACES
TOTAL PROVIDED SPACES:	122 SPACES [1]
THIS SCOPE HAD THE TENANT GYM AT GRADE LEVEL IN SUITE 102 AND CONVERTING UNIT 404 BACK TO A 2-BEDROOM UNIT, INCREASING OUR UNIT COUNT TO 56 UNITS	

PARKING PROVIDED:

SUBTERRANEAN:	
RESIDENT (RESERVED):	98 [1] PER UNIT + 3 TANDEM SPACES
RESIDENT AND EMPLOYEE (SHARED):	24
SUB TOTAL:	83
GRADE LEVEL:	
RESIDENTIAL GUEST AND COMMERCIAL CUSTOMER:	39
GRADE TOTAL:	122

1. APPROVED PLANS TO SHOW SHIP PLACEMENT OF EQUIPMENT SCREENED TO MINIMIZE VISIBILITY FROM PUBLIC RIGHT-OF-WAY.
2. PER SEC. 33.1407(C)(3)(A)(1) OF THE ESCONDIDO ZONING CODE, ALL NEW DEVELOPMENT SHALL PROVIDE PARKING FOR ANY NEW OR EXPANDED FLOOR AREA AND NO EXISTING PARKING SHALL BE REMOVED UNLESS REPLACED ON-SITE OR OFF-SITE.

INDEX

GENERAL PLANS
T1.0 COVER SHEET

ARCHITECTURAL
A2.0 OVERALL LOWER LEVEL PLAN & PARKING PLAN
A2.1 OVERALL SITE PLAN & PARKING PLAN
A2.2 OVERALL SECOND LEVEL FLOOR PLAN
A2.3 OVERALL THIRD LEVEL FLOOR PLAN
A2.4 OVERALL FOURTH LEVEL FLOOR PLAN
A2.5 ENLARGED RESIDENTIAL UNIT PLANS
A2.6 EXTERIOR ELEVATIONS (3RD AVENUE & ESCONDIDO SIDE)
A2.7 EXTERIOR ELEVATIONS (ALLEYWAY & NORTH SIDE)

LANDSCAPE
L-1 GROUND LEVEL LANDSCAPE PLANTING PLAN
L-2 SECOND LEVEL LANDSCAPE PLANTING PLAN
L-3 PLANTING LEGEND & DETAILS

LOCATION MAP



APPLICABLE CODES

THE CONSTRUCTION OF THIS PROJECT SHALL CONFORM TO THE FOLLOWING CODES AND REGULATIONS:

2016 CALIFORNIA BUILDING CODE
2016 CALIFORNIA PLUMBING CODE
2016 CALIFORNIA ELECTRICAL CODE
2016 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
2016 CALIFORNIA BUILDING CODE (C.B.C.), PART 2, TITLE 24 C.C.R.
2016 CALIFORNIA FIRE CODE (C.F.C.) PART 9, TITLE 24 C.C.R.
2016 TITLE 19, C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS
2016 CALIFORNIA ELECTRICAL CODE (C.E.C.), PART 3, TITLE 24 C.C.R. (2013 NATIONAL ELECTRICAL CODE WITH ALL CALIFORNIA AMENDMENTS)
2016 CALIFORNIA MECHANICAL CODE (C.M.C.), PART 4, TITLE 24 C.C.R., (2016 INTERNATIONAL MECHANICAL CODE WITH ALL CALIFORNIA AMENDMENTS)

DIRECTORY

OWNER:
CITY PLAZA AT ESCONDIDO
300 S. ESCONDIDO BLVD. (RES.)
310, 320, 330 S. ESCONDIDO BLVD. (RETAIL)
345, 356, 396 & 376 W. THIRD AVENUE (OFFICE)
ESCONDIDO, CA 92029

OWNER'S DESIGNER:
ZION ENTERPRISES
278 LA PAZ ROAD, SUITE A8
LAGUNA NIGUEL, CA 92677
PHONE: 949-361-6829
FAX: 949-362-6818
CONTACT: STEFLING01@OUTLOOK.COM

ARCHITECT:
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EMAIL: FMDRJACK@COX.NET

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PHILA
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FAX: (949) 450-1454
EMAIL:
RAYM@RPMPE.COM

ELECTRICAL ENGINEER:
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PHILA
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FAX: (949) 450-1454
EMAIL:
RAYM@RPMPE.COM

SOILS ENGINEER:
COMPLETE DESIGN COLLABORATIVE
2102 CANDLELIGHT DRIVE
MESQUITE, TX 75149
CONTACT: STEVE COPLEY
EMAIL: S.COPLEY@TSI.COMMAIL.COM

SOILS ENGINEER:
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ESCONDIDO, CA 92026
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PHONE: (760) 746-4050
FAX: (760) 746-4905
EMAIL: DAN@CTE-INC.NET

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CHERRY ENGINEERING
13721 POWAY ROAD
POWAY, CA 92064
CONTACT: ALBERT
CHERRY PHONE: (858)
679-3410 FAX: (858)
679-3416

CIVIL ENGINEER (STREET IMPROVEMENTS):
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POWAY, CA 92064
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679-3410 FAX: (858)
679-3416

CIVIL ENGINEER (STREET UTILITIES):
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POWAY, CA 92064
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CHERRY PHONE: (858)
679-3410 FAX: (858)
679-3416

LEGEND

Exhibit "C"

CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

NO.	DATE	REVISION
1	3. 28. 19	PHO17-00026 P.C.C. #3
2	8. 13. 18	MASTER PLAN MOD. P.C.C. #1

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CITY PLAZA AT ESCONDIDO
300 S. ESCONDIDO BLVD.
ESCONDIDO, CA. 92025

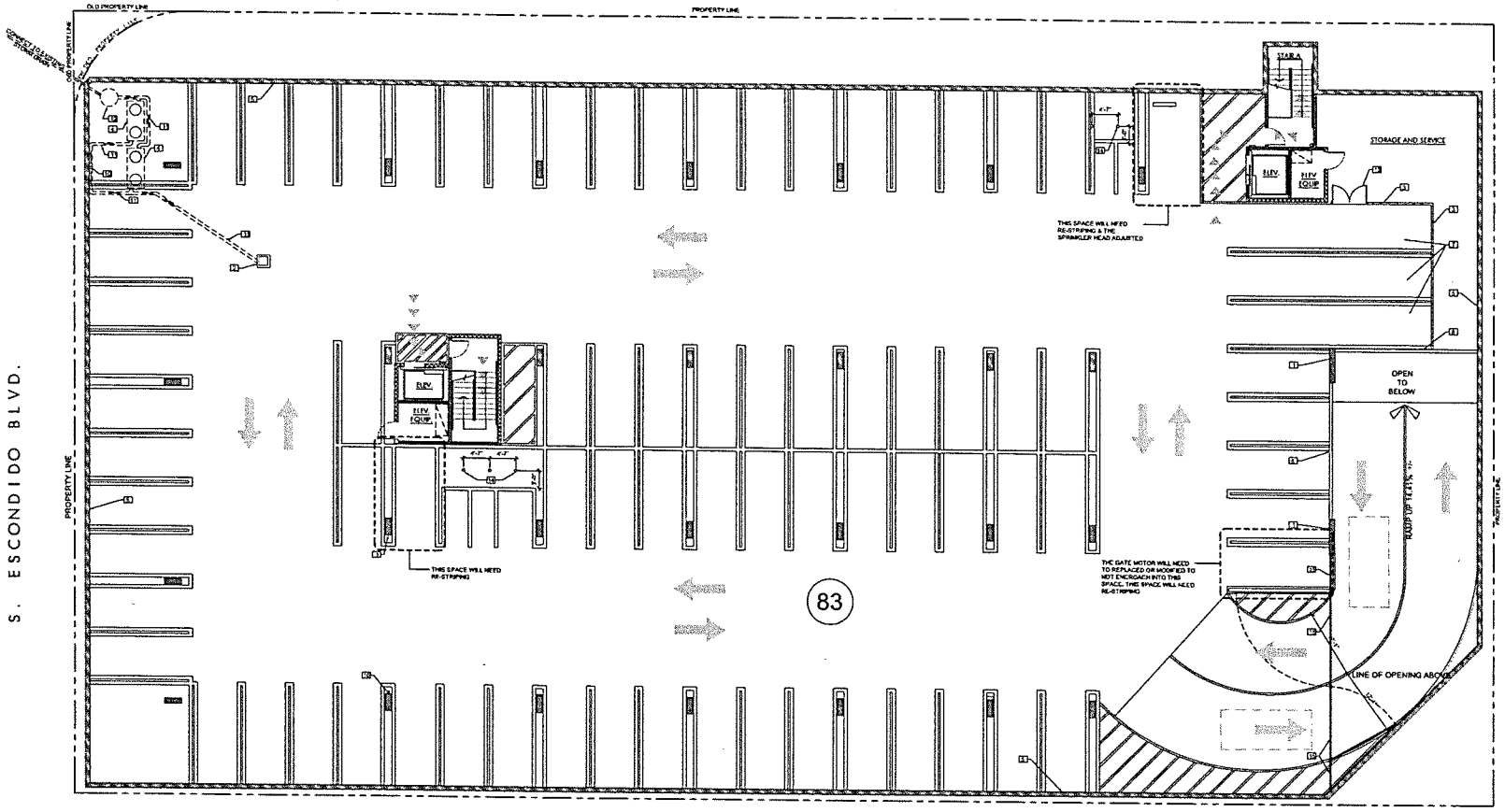
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240 MARKET PLACE, ESCONDIDO, CA. 92029
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DRAWN:	CHECKED:
AH	MBAE
CAD FILE NO.	
811.8 MDP MOD	
PROJECT NO.	
1684-CityPlz	
DATE	
08.14.2018	

DRAWING No.: T1.0

COVER SHEET

S. ESCONDIDO BLVD.



PARKING INFORMATION

ORIG BAU APPROVED SCOPE PARKING RATIOS BASED ON 2007 DOWNTOWN SPECIFIC PLAN:

SPECIALTY RETAIL 5,903 S.F. @ 1/250 S.F.:	23.5 SPACES
GENERAL RETAIL 3,253 S.F. @ 1/250 S.F.:	13 SPACES
OFFICE SUITES 4,650 S.F. @ 1/300 S.F.:	15.5 SPACES
(7) ONE BEDROOM UNITS @ 1.50 SPACES/UNIT:	10.50 SPACES
(44) TWO BEDROOM UNITS @ 1.75 SPACES/UNITS:	84.0 SPACES
GUEST PARKING FOR 51 UNITS / 4:	12.75 SPACES
TOTAL REQUIRED SPACES PER DOWNTOWN SPECIFIC PLAN (2007):	168 SPACES (-ME 20)
REDUCTION PER 2007 PARKING STUDY:	-12 SPACES
TOTAL REQUIRED SPACES:	126 SPACES
ACTUAL TOTAL PROVIDED SPACES:	111 SPACES !

THIS SCOPE HAD THE TENANT GYM IN UNIT 106 AND NO LEASING OFFICE

CURRENT PROJECT CONFIGURATION: PARKING RATIOS BASED ON CURRENT DOWNTOWN SPECIFIC PLAN:

COMMERCIAL SPACE 6,500 S.F. @ 1/250 S.F.:	23.2 SPACES (C-7)
(8) ONE BEDROOM UNITS @ 1.50 SPACES/UNITS:	12.0 SPACES
(44) TWO BEDROOM UNITS @ 1.75 SPACES/UNITS:	84.0 SPACES
GUEST PARKING FOR 52 UNITS / 4:	13.0 SPACES
TOTAL REQUIRED SPACES PER CURRENT DOWNTOWN SPECIFIC PLAN:	143 SPACES (141.5)
REDUCTION PER 2007 PARKING STUDY:	-13 SPACES
TOTAL REQUIRED SPACES:	126 SPACES
TOTAL PROVIDED SPACES:	127 SPACES

THIS SCOPE HAS THE TENANT GYM AT GRADE LEVEL IN SUITE 101 AND CONVERTING UNIT 404 BACK TO A 1-BEDROOM UNIT, INCREASING OUR UNIT COUNT TO 52 UNITS

PARKING PROVIDED:

SUBTERRANEAN:	
RESIDENT (RESERVED):	98 (1 PER UNIT + 3 TANDEM SPACES)
99 VISITANT AND EMPLOYEE (SHARED):	26
SUB TOTAL:	83
GRADE LEVEL:	
RESIDENTIAL GUEST AND COMMERCIAL CUSTOMER:	29
GRAND TOTAL:	112

1. REDUCTION REFLECTED FROM INITIAL 170% OF DEVELOPMENT REQUIRED TO ADJUSTED 126 AS PER DOWNTOWN SPECIFIC PLAN
2. 886 S.F. OF COMMERCIAL SPACE CONVERTED TO RESIDENTIAL UNITS AND REMOVED FROM PARKING CALCULATIONS
3. ADDITIONAL COMMERCIAL SQUARE FOOTAGE WAS ADDED IN PHASE 2B FINAL OPENING COMMERCIAL SQUARE FOOTAGE WAS 5,250 S.F.

OVERALL LOWER LEVEL PLAN & PARKING PLAN

SCALE: 1/8" = 1'-0"

LEGEND

- 10" CONCRETE WALL: REFER TO DRAWINGS F1.0, F2.0 & F3.0 FOR CONCRETE WALL SCHEDULE
- 8" CONCRETE WALL
- 6" CONCRETE WALL
- NON-RATED WALL-PROPOSED 5" MTL. STUD WALL @ 16" O.C. (U.N.O.) W/5/8" TYPE 'X' GYP. BD EACH SIDE.
- 1-HR RATED WALL-PROPOSED 6" MTL. STUD WALL @ 16" O.C. (U.N.O.) W/5/8" TYPE 'X' GYP. BD ON INTERIOR SIDE AND STUCCO AT EXTERIOR SIDE TO UNDERSIDE OF FLOOR. PROVIDE R-15 BATT INSULATION AT ALL EXTERIOR WALLS.
- 1-HR RATED WALL-PROPOSED 6" MTL. STUD WALL (DEMISING WALL) @ 16" O.C. (U.N.O.) W/5/8" TYPE 'X' GYP. BD EACH SIDE TO UNDERSIDE OF FLOOR.
- LINE OF WALL, BUILDING EDGE OR SOFFIT ABOVE.
- PATH OF EXIT TRAVEL

KEY NOTES

1. CONCRETE COLUMN
2. 24"SQ.# BROOKS BOX FLOOR DRAIN IN CONCRETE SLAB
3. CHAIN LINK FENCE, SECURE, TO BOTH FLOOR AND CEILING.
4. 320 GALLON SAND-OIL INTERCEPTOR, JENSEN MODEL #UPS320-80
5. LIMIT OF BASEMENT WALL.
6. NOT USED
7. TANDEM PARKING SPACES (7 TOTAL)
8. CONCRETE GUARDRAIL WALL
9. 4" DIA. CPVC OR ABS PIPE UNDER CONCRETE SLAB
10. 4" DIA. CPVC OR ABS PIPE, FASTENED TO END OF CONCRETE COLUMN AND CONNECT TO PIPE UNDER SLAB.
11. 6" DIAMETER CPVC OR ABS PIPE UNDER CONCRETE SLAB
12. PUMP STATION
13. PAIR OF LOCKABLE 7'-0"x6'-0" GATES
14. 6" DIA. SURFACE MOUNTED CONCRETE BOLLARD.
15. WROUGHT IRON SECURITY FENCING AND AUTOMATIC GATES

CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

NO	DATE	REVISION
1		
2		
3		
4		
5		
6	05.30.19	THG17-00016 P.C.C. #3
7	08.15.19	MASTER PLAN MOD. P.C.C. #1

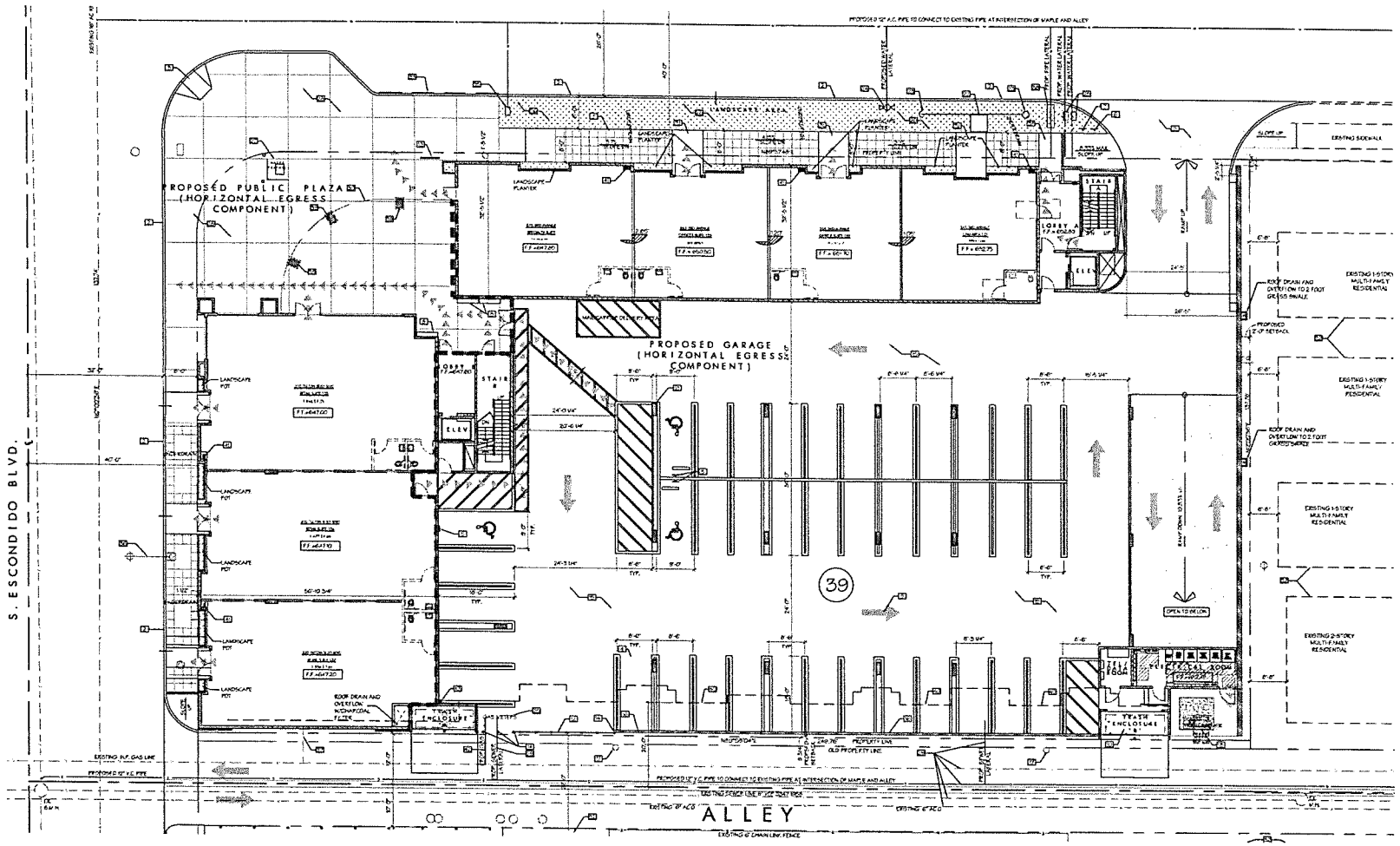
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CITY PLAZA AT ESCONDIDO

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DRAWN	CHECKED	DRAWING NO.
AM	MEAT	A2.0
CAD FILE NO.		
MASTER A2.0		
PROJECT NO.		
1606 CityPlaB		
DATE		LOWER LEVEL / PARKING PLAN
08.16.2016		



LEGEND

- 10" CONCRETE WALL
- 8" CONCRETE WALL
- 6" CONCRETE WALL
- 2-HR RATED WALL - PROPOSED 6" MTL. STUD WALL @ 24" O.C. (U.N.O.) W/ (2) LAYERS TYPE 'X' GYP. BD. EACH SIDE
- 1-HR RATED INTERIOR WALL PROPOSED 6" MTL. STUD WALL @ 16" O.C. (U.N.O.) W/5/8" TYPE 'X' GYP. BD EACH SIDE
- 1-HR RATED EXTERIOR WALL PROPOSED 6" MTL. STUD WALL @ 16" O.C. (U.N.O.) W/5/8" TYPE 'X' GYP. BD ON EACH INTERIOR SIDE, AND STUCCO AT EXTERIOR SIDE. TO UNDERSIDE OF FLOOR, PROVIDE R-19 BATT INSULATION AT ALL EXTERIOR WALLS.
- 1-HR RATED DEMISING WALL PROPOSED 6" MTL. STUD WALL @ 16" O.C. (U.N.O.) W/5/8" TYPE 'X' GYP. BD EACH SIDE TO UNDERSIDE OF FLOOR ABOVE
- PATH OF EXIT TRAVEL
- 2-HR. RATED HORIZONTAL EXIT WALL (OCCUPANCY SEPARATION)

GENERAL NOTES

1. ALL OFF-SITE MODIFICATIONS (STREET AND ALLEY) ARE TO BE PER IMPROVEMENT PLANS.
2. ALL FOUNDATION WORK WILL BE COMPLETED UNDER A SEPARATE PERMIT.
3. MINIMUM HEAD CLEARANCE UNDER BEAMS, PIPING, DUCTING, CONDUITS AND EQUIPMENT AT FOLLOWS:
   a) 8'-2" MIN. AT ACCESSIBLE PARKING SPACES AND EXIT WAYS TO AND FROM EACH ACCESSIBLE PARKING SPACE
   b) 7'-0" MIN. THE #1 ST OF GARAGE AREA

KEY NOTES

1. CONCRETE SIDEWALK (5'-0" MIN.)
2. EXISTING CONCRETE CURB & GUTTER
3. CORNER RAMP
4. NUMBERS INDICATE NUMBER OF PARKING STALLS
5. ACCESSIBLE PARKING SIGNAGE
6. ACCESSIBLE SITE SIGNAGE
7. PUBLIC PARKING SIGNAGE
8. POSTAL SERVICE WALL BOXES
9. TRAFFIC DIRECTION ARROW
10. TRASH ENCLOSURE
11. CONCRETE APRON
12. ACCESS, AT ALLEY FOR EMERGENCY ACCESS ONLY. DOOR WITH HEAVY GAUGE CHAIN BETWEEN BOLLARDS AND TO REMAIN LOCKED AT ALL TIMES.
13. BIKE RACK UNIT
14. FIRE BOLLARDS, LOCATE ON BOTH SIDES OF EXIT AT ALLEY, LOCATED AT GAS METERS
15. CONCRETE SLAB PARKING AREA
16. 42" (6'0") GARDEN WALL - FINISHED BOTH SIDES
17. EXISTING POWER POLE AT ALLEY TO BE REMOVED BY SDG&E
18. SDG&E TRANSFORMER AREA
19. NOT USED
20. GAS METERS
21. TYPICAL CONCRETE POST COLUMN
22. SDG&E TERMINAL BOX
23. EXISTING POWER POLE AND GUY WIRE
24. FIRE HYDRANT
25. WATER METERS
26. LANDSCAPE AREA WITH GRADE SWALES
27. STATUE AND WATER FEATURE
28. LANDSCAPED CONCRETE SURFACED PLAZA AREA
29. UTILITIES
30. PODIUM OUTLINE (AT 2ND LEVEL) AND EXTENT OF HORIZONTAL EXIT
31. CONCRETE LANDING AT RAMP AREAS
32. EXISTING ADJACENT STRUCTURE
33. DESIGNATED LOADING ZONE AREA. CURB TO PAINTED WHITE WITH LETTERS PAINTED TO READ "LOAD ZONE PARKING ONLY"
34. NOT USED
35. PROP. IRRIGATION METER BOX
36. EXISTING STREET LIGHT
37. [illegible]
38. DOUBLE CHECK DETECTION BACK FLOW PREVENTER LOCATED MINIMUM 3' CLEAR FROM POWER POLE.
39. T.YP. STRUCTURAL COLUMN AT UNDERSIDE OF TERRACE.
40. T.YP. OUTLINE OF PODIUM AND RESIDENTIAL UNITS ABOVE.
41. ROOF & OVERFLOW DRAINS
42. GAS LATERAL
43. SURFACE MOUNTED CRATE

CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

3	10.19	PROJECT SUBMITTAL (P.C.C. #3)
2	9.19	MASTER PLAN MOD. P.C.C. #2
NO.	DATE	REVISION

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CITY PLAZA AT ESCONDIDO

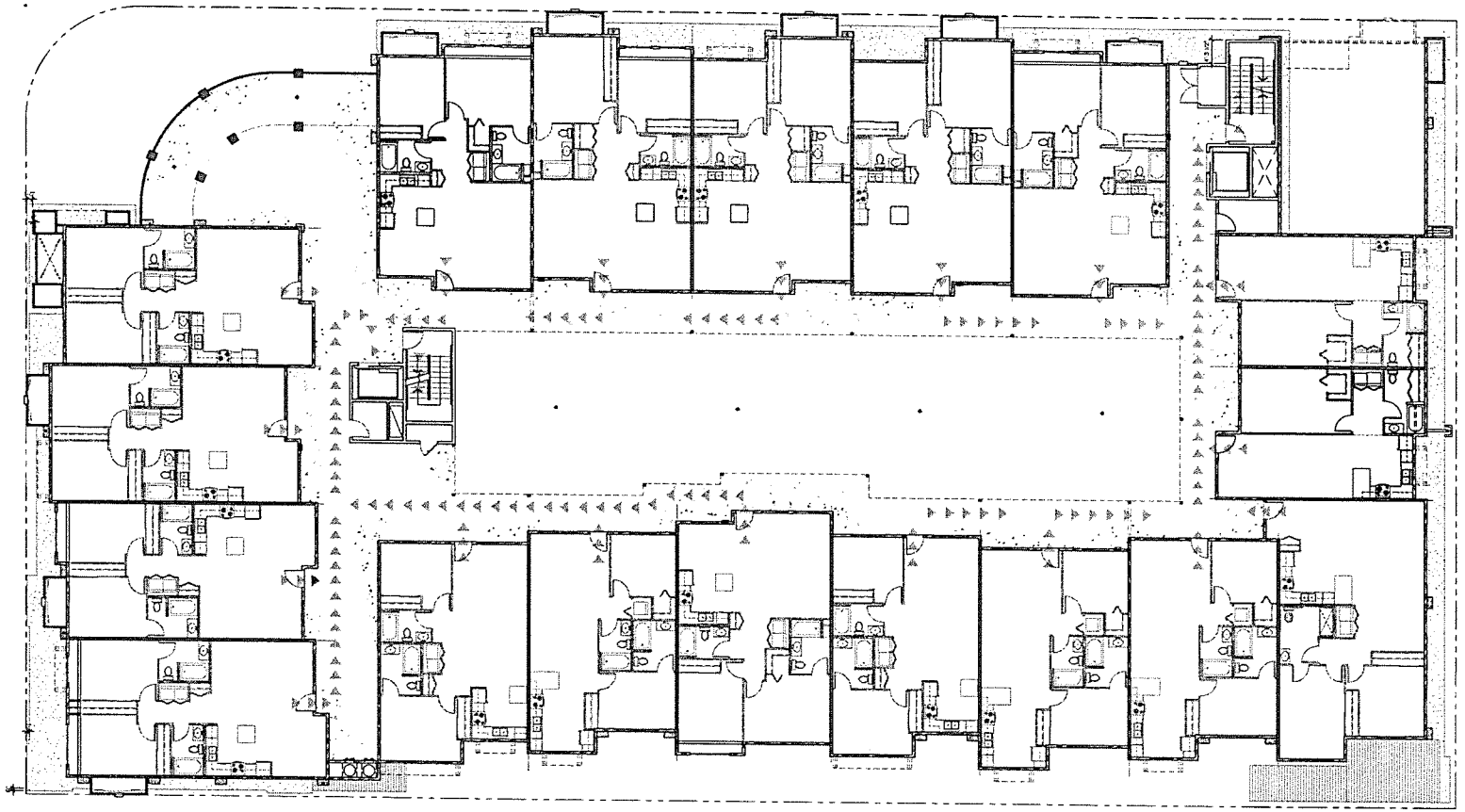
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E-mail: mail@hbaarchitects.com

DRAWN: BH	CHECKED: MBAS
CAD FILE NO.:	DRAWING No.: A2.1
SHEET A1.1	
PROJECT NO.: 1166.CityPlaza	
DATE: 09.16.2019	OVERALL SITE PLAN

OVERALL SITE PLAN & PARKING PLAN

SCALE: 1"=10'-0"



LEGEND

1-HR RATED (U.N.O.) WALL - PROPOSED 2x6 STUD WALL @ 16" O.C. W/5/8" TYPE 'X' GYP. BD ON INTERIOR SIDE AND 3/4" CEMENT PLASTER AT EXTERIOR SIDE. SEE 6/A8.1

1-HR RATED PARTY WALL - PROPOSED @ 2X4 STUDS (2X4 @ SECOND LEVEL) @ 16" O.C. STAGGERED 8" O.C. ON 2X6 PLATES W/ 5/8" TYPE 'X' GYP. BD. OVER RESILIENT CHANNELS ON ONE SIDE, AND 5/8" TYPE 'X' GYP. BD. ON OPPOSITE SIDE. SEE 6/A8.1

2 HOUR RATED AREA SEPARATION WALL - PROPOSED 2X4 STUDS (2X4 @ SECOND LEVEL) @ 16" O.C., STAGGERED 8" O.C. ON 2X6 PLATES W/ (2) LA. PDS 5/8" TYPE 'X' GYP. BD. EACH SIDE. SEE UNIT 1 & 2/A8.1

1-HOUR RATED WALL - PROPOSED 2x6 STUD WALL @ 16" O.C. W/ 5/8" TYPE 'X' GYP. BD. EACH SIDE. SEE 6/A8.1

1 HOUR RATED INTERIOR NON-BEARING WALL - PROPOSED 2x4 STUD WALL @ 16" O.C. W/ 5/8" TYPE 'X' GYP. BD. EACH SIDE. SEE 8/A8.1

2'-0"x1'-0" FOAM W/ LIFT, SEE EXTERIOR ELEVATIONS

1 HOUR RATED BALCONY - PROPOSED 8" LIGHTWEIGHT CONCRETE OVER 5-PLY FLOOR (PER STRUCTURAL) W/ 3/4" CEMENT PLASTER OVER 5/8" PARTICLE BOARD AT CEILING. SEE 11/A8.1 AND 8/A8.1

LINE OF WALL BUILDING FACE OR SOFFIT ABOVE. SEE SHEET S.0 FOR REFLECTED CEILING PLAN

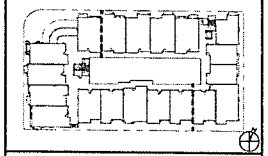
5'-0" INDICATION OF MIN. 5 FEET CLEAR DISTANCE FOR ACCESSIBILITY WITHIN SPACE

PATH OF EXIT TRAVEL

GENERAL NOTES

1. ALL DIMENSIONS ARE TO THE FACE OF THE STUD UNLESS OTHERWISE NOTED
2. ALL INTERIOR WALLS SHALL GO UP TO ROOF JOISTS, RAFTERS OR BOTTOM OF CHORD OF TRUSSES UNLESS OTHERWISE INDICATED ON REFLECTED CEILING PLANS OR BUILDING SECTIONS.
3. GRAB BARS, TOILET PARTITIONS, LAVATORY COUNTER TOPS AND CABINETS SHALL BE ANCHORED TO SOLID BLOCKING IN WALLS.
4. SEE STRUCTURAL DRAWINGS FOR HEADER, BEAMS, FOUNDATION AND DETAILS. SEE FRAMING AND FOUNDATION PLANS FOR DETAILS AND SHEAR WALL SCHEDULES.
5. PENETRATIONS OF FIRE RESISTIVE WALLS, FLOOR/CEILING AND ROOF/CEILING SHALL BE PROTECTED AS REQUIRED IN CBC SEC. 709 & 710

KEY MAP



CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

5.30.19	PROJECT REVISION P.C.C. #3
4.15.19	MASTER PLAN MOD P.C.C. #1
DATE	REVISION

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CITY PLAZA AT ESCONDIDO

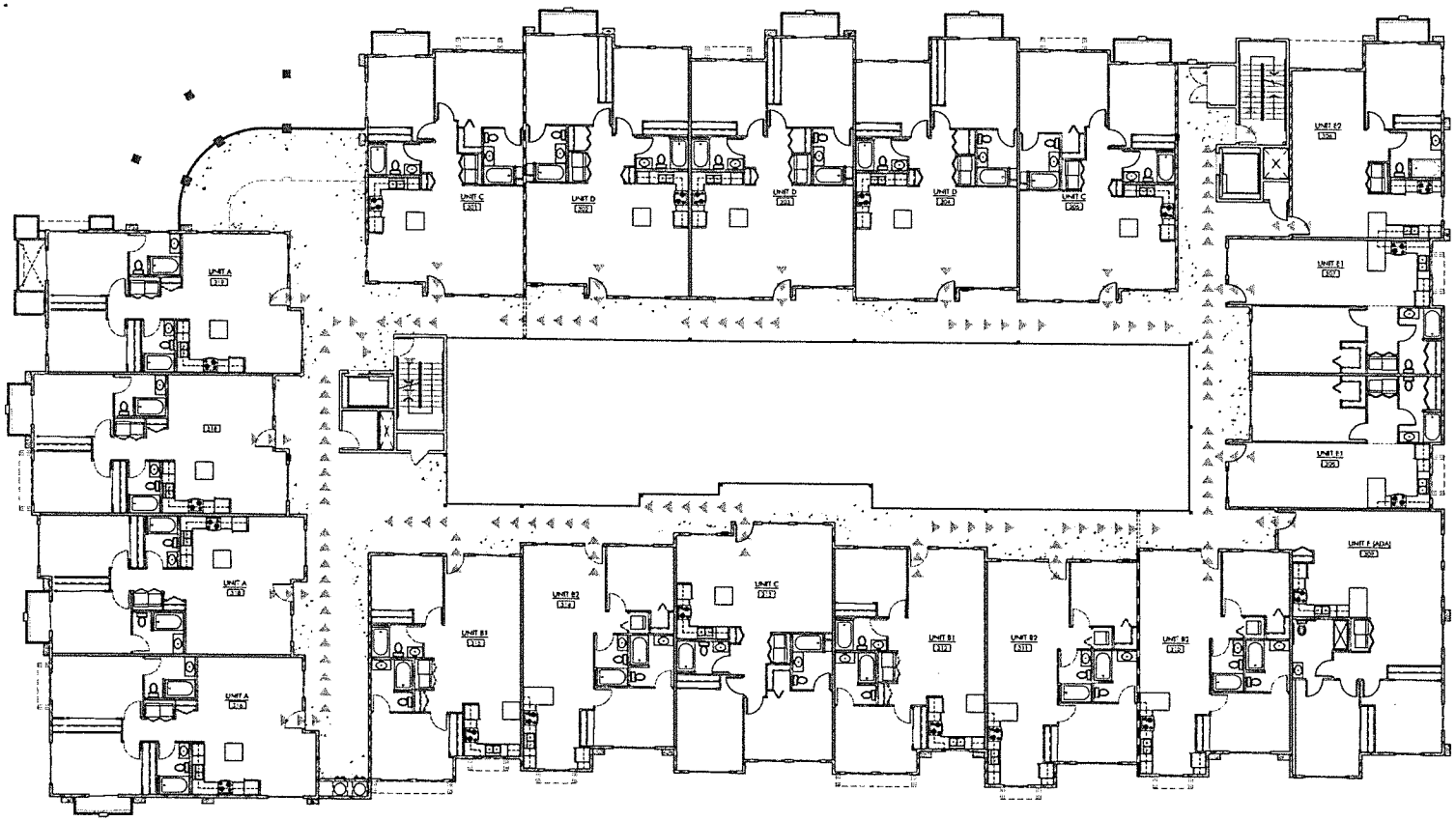
300 S. ESCONDIDO BLVD.
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990 MARKET PLACE ESCONDIDO, CA 92029
PHONE: 760.745.0480 FAX: (760) 746-0419
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DRAWN	CHECKED	DRAWING No.
SH	HBAA	A2.2
CAD FILE NO.		
SCALE AS: 1		
PROJECT NO.		
1604 CityPlaz		
DATE		FLOOR PLAN
08.14.2018		

OVERALL SECOND LEVEL FLOOR PLAN

SCALE: 1/8"=1'-0"



OVERALL 3RD LEVEL PLAN

SCALE: 1/8"=1'-0"

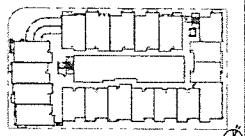
LEGEND

- 1 HR RATED (UL#U) WALL-PROPOSED 2x6 STUD WALL @ 16" O.C. W/5/8" TYPE 'X' GYP. BD ON INTERIOR SIDE AND 7/8" CEMENT PLASTER AT EXTERIOR SIDE. SEE 9/A9.1
- 1 HR RATED PARTY WALL-PROPOSED @ 2X6 STUDS (2X4 @ SECOND LEVEL) @ 16" O.C. STAGGERED @ O.C. ON 2x6 PLATES W/ 5/8" TYPE 'X' GYP. BD. OVER RESILIENT CHANNELS ON ONE SIDE AND 5/8" TYPE 'X' ON OPPOSITE SIDE. SEE 9/A9.1
- 2 HOUR RATED AREA SEPARATION WALL - PROPOSED 2X4 STUDS (2X6 @ SECOND LEVEL) @ 16" O.C., STAGGERED @ 8" O.C. ON 2x6 PLATS S W/ (2) LAYERS 5/8" TYPE 'X' GYP. BD. EACH SIDE. SEE 1/A9.1 & 2/A9.1
- 1 HOUR RATED WALL - PROPOSED 2x6 STUD WALL @ 16" O.C. W/ 5/8" TYPE 'X' GYP. BD. EACH SIDE. SEE 9/A9.1
- 1 HOUR RATED INTERIOR NON BEARING WALL - PROPOSED 2x4 STUD WALL @ 16" O.C. W/ 5/8" TYPE 'X' GYP. BD. EACH SIDE. SEE 9/A9.1
- 2'-0"x 8" FOAM RELIEF, SEE EXTERIOR ELEVATIONS
- 1 HOUR RATED BALCONY - PROPOSED 8" LIGHTWEIGHT CONCRETE OVER SUBFLOOR (SEE STRUCTURAL) W/ 3/4" CEMENT PLASTER OVER 5/8" PARTICLE BOARD AT CEILING. SEE 15/A9.1 AND 8/A9.1
- LINE OF WALL BUILDING EDGE OR SOFFIT ABOVE. SEE SHEET 3.0 FOR REFLECTED CEILING PLAN
- 5'-0" INDICATION OF MIN. 5 FEET CLEAR DISTANCE FOR ACCESSIBILITY WITHIN SPACE
- PATH OF EXIT TRAVEL

GENERAL NOTES

1. ALL DIMENSIONS ARE TO THE FACE OF THE STUD UNLESS OTHERWISE NOTED
2. ALL INTERIOR WALLS SHALL GO UP TO ROOF JOISTS, RAFERS OR BOTTOM OF CHORD OF TRUSSES UNLESS OTHERWISE INDICATED ON REFLECTED CEILING PLANS OR BUILDING SECTIONS.
3. OPAQUE PARTS, TOILET PARTITIONS, LAVATORY COUNTER TOPS AND CABINETS SHALL BE ANCHORED TO SOLID BLOCKING IN WALLS.
4. SEE STRUCTURAL DRAWINGS FOR HEADER, BEAMS, FOUNDATION AND DETAILS. SEE FRAMING AND FOUNDATION PLANS FOR DETAILS AND SHEAR WALL SCHEDULES.
5. PENETRATIONS OF FIRE RESISTIVE WALLS, FLOORS/CEILING AND ROOF/CEILING SHALL BE PROTECTED AS REQUIRED IN CBC SEC. 709 & 710

KEY MAP



CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

3	12.14.17	CLIENT REVISIONS
2	11.09.17	PLANNING CHANGES
1	10.17.17	PARAPET DESIGN CHANGE
4	09.07.16	BUILDING DEPARTMENT P.C.C.
3	08.05.16	PLAN UPDATES
2	07.19.16	FIRE DEPT. P.C.C. #2
1	06.14.16	FIRE DEPT. COMMENTS
NO	DATE	REVISION

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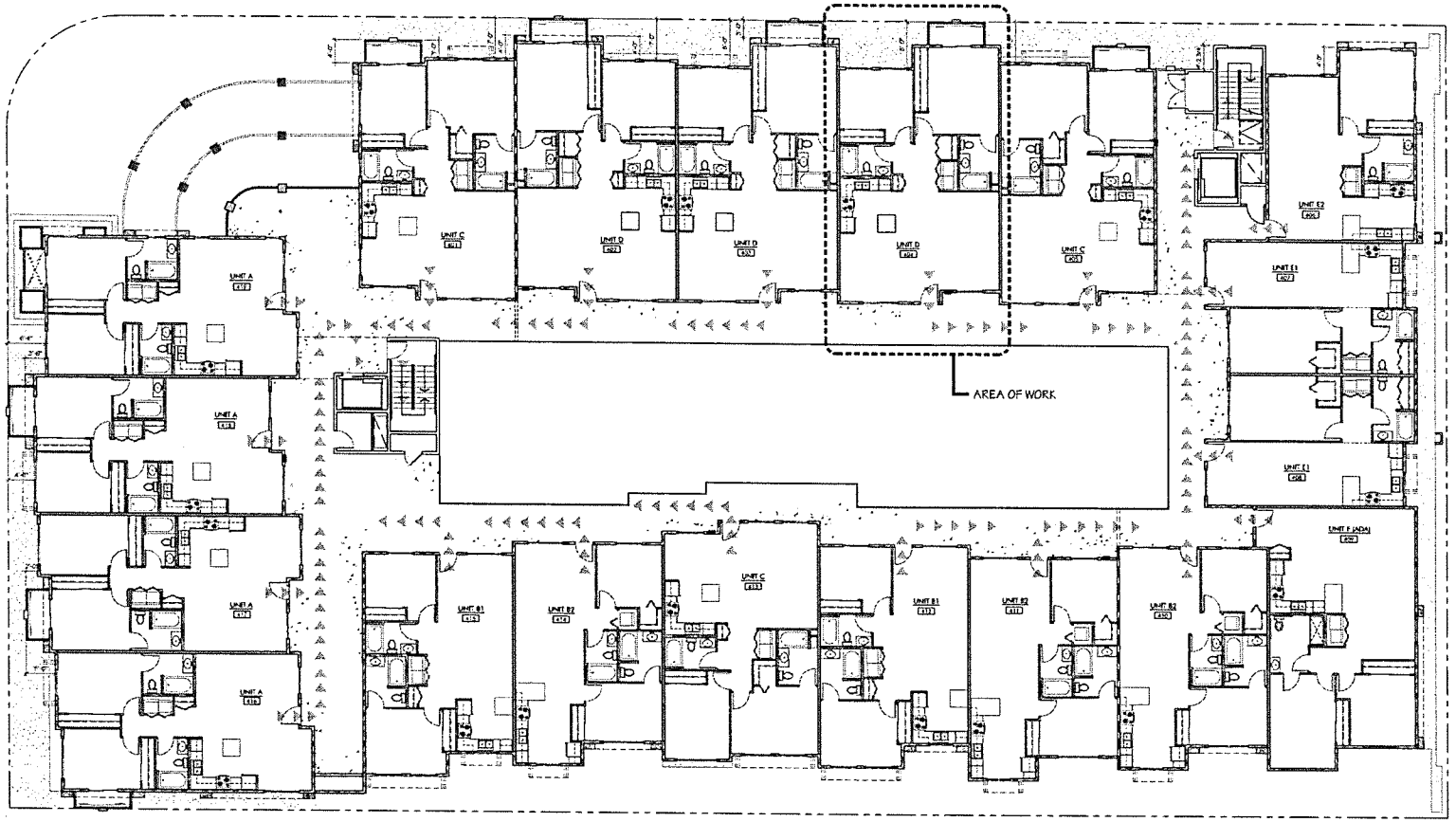
CITY PLAZA AT ESCONDIDO

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E-MAIL: mail@hbaarchitects.com

REGISTERED ARCHITECT — STATE OF CALIFORNIA

DRAWN	CHECKED	DRAWING No.
AH	MEAS	A2.3
CAD FILE NO.		
KEY SCALE		
PROJECT NO.		
1686.CityPlz		
DATE		3RD LEVEL PLAN
12.14.2017		



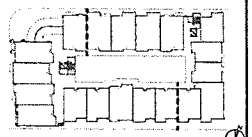
LEGEND

- 1 HR RATED (UL#U) WALL PROPOSED 2x6 STUD WALL @ 16" O.C. W/5/8" TYPE 'X' GYP. BD ON INTERIOR SIDE AND 7/8" CEMENT PLASTER AT EXTERIOR SIDE. SEE SHA3.1
- 1 HR RATED PARTY WALL PROPOSED @ 2x4 STUDS (2x4 @ SECOND LEVEL) @ 16" O.C. STAGGERED @ 12" O.C. ON 2x6 PLATES W/ 5/8" TYPE 'X' GYP. BD OVER RESILIENT CHANNELS ON ONE SIDE AND 5/8" TYPE 'X' GYP. BD ON OPPOSITE SIDE. SEE SHA3.1
- 2 HOUR RATED (#U) SHEAR WALL - PROPOSED 2x6 STUDS (2x4 @ SECOND LEVEL) @ 16" O.C., STAGGERED @ 12" O.C. ON 2x6 PLATES W/ (2) 5/8 TYPE 'X' GYP. BD EACH SIDE. SEE SHA3.1 & SHA3.1
- 1 HOUR RATED WALL - PROPOSED 2x6 STUD WALL @ 16" O.C. W/ 5/8" TYPE 'X' GYP. BD. EACH SIDE. SEE SHA3.1
- 1 HOUR RATED INTERIOR NON BEARING WALL - PROPOSED 2x4 STUD WALL @ 16" O.C. W/ 5/8" TYPE 'X' GYP BD EACH SIDE. SEE SHA3.1
- 2'-0" (4'-0" FOAM RELIEF, SEE EXTERIOR ELEVATIONS
- 1 HOUR RATED BALCONY - PROPOSED 3" LIGHTWEIGHT CONCRETE OVER SLAB/DECK (PER STRUCTURAL) W/ 3/4" CEMENT PLASTER OVER 3/8" PARTICLE BOARD AT CEILING. SEE SHA3.1 AND SHA3.1
- LINE OF WALL BUILDING EDGE OF SOFFIT ABOVE. SEE SHEET 3.0 FOR REFLECTED CEILING PLAN
- INDICATION OF MIN. 5 FEET CLEAR DISTANCE FOR ACCESSIBILITY WITHIN OFFICE
- PATH OF EXIT TRAVEL

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KEY MAP



CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

3	12.14.17	CLIENT REVISIONS
2	08.17.17	FRAMING CHANGES
1	07.17.17	PARAPET DESIGN CHANGE
9	02.16.16	BUILDING DEPARTMENT P.C.C.
8	02.16.16	PLAN UPDATES
7	12.18.16	FIRE DEPT. P.C.C. #2
6	12.16.16	FIRE DEPT. COMMENTS
UPDATE		REVISION

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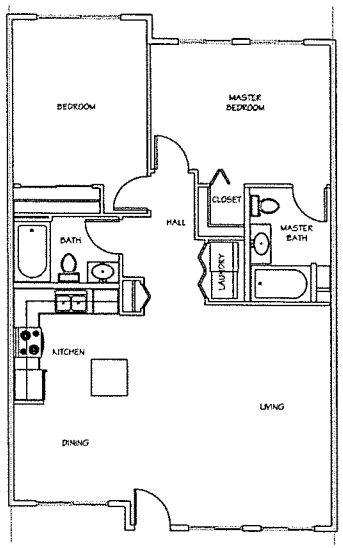
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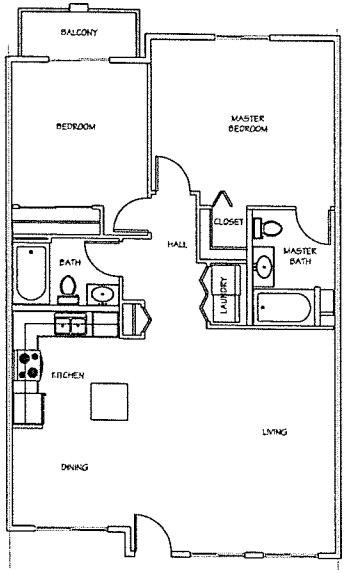
DRAWN: AM	CHECKED: MEAN	DRAWING No.: A2.4
CAD FILE NO.: #29 A2.4		
PROJECT NO.: 1604-CityPlaz		
DATE: 12.14.2017		4TH LEVEL PLAN

OVERALL FOURTH LEVEL FLOOR PLAN

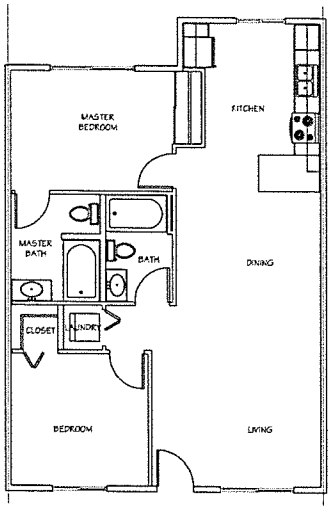
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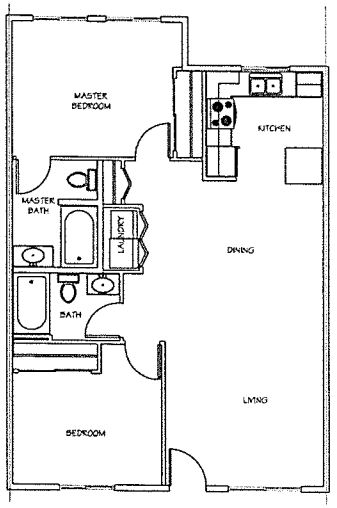
3 TOTAL UNITS UNIT C1



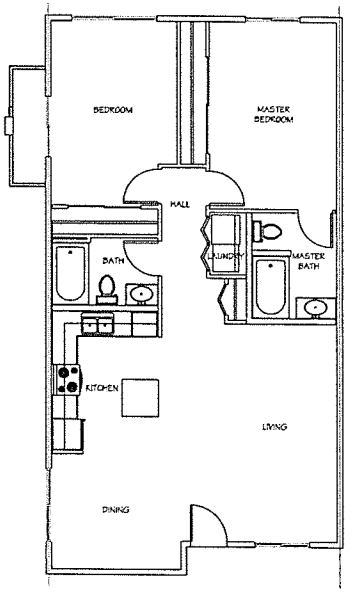
6 TOTAL UNITS UNIT C



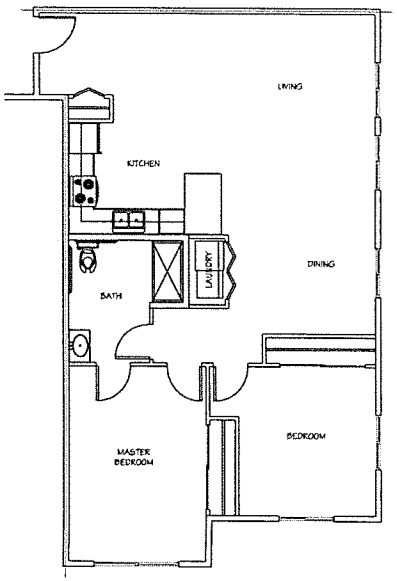
9 TOTAL UNITS UNIT B2



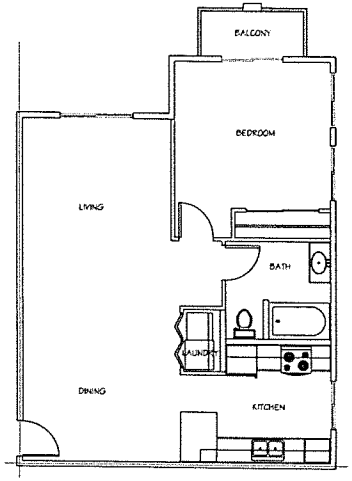
6 TOTAL UNITS UNIT B1



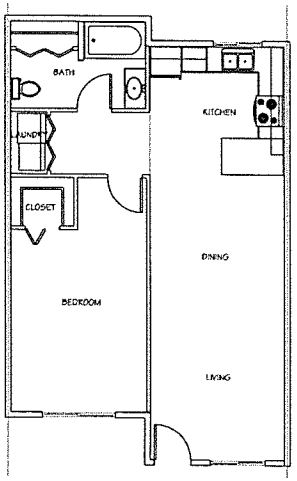
12 TOTAL UNITS UNIT A



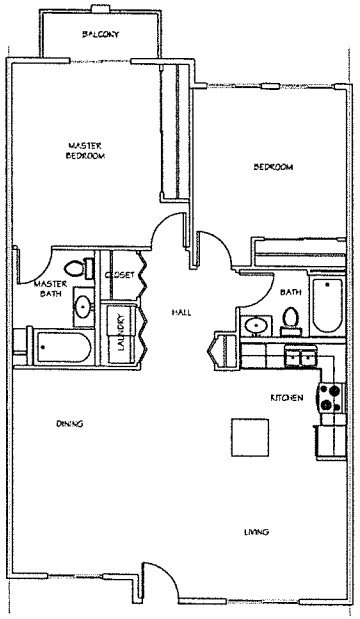
3 TOTAL UNITS UNIT "F" (ADA)



2 TOTAL UNITS UNIT "E2"



5 TOTAL UNITS UNIT "E1"



8 TOTAL UNITS UNIT D
1 NEW UNIT

UNIT PLANS
SCALE: 1/4"=1'-0"

RESIDENTIAL UNIT INFORMATION

CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

12-3-19	PROJ#-00824 P.C.C. #2
9-18-19	MASTER PLAN MOD. P.C.C. #1
MO/DATE	REVISION

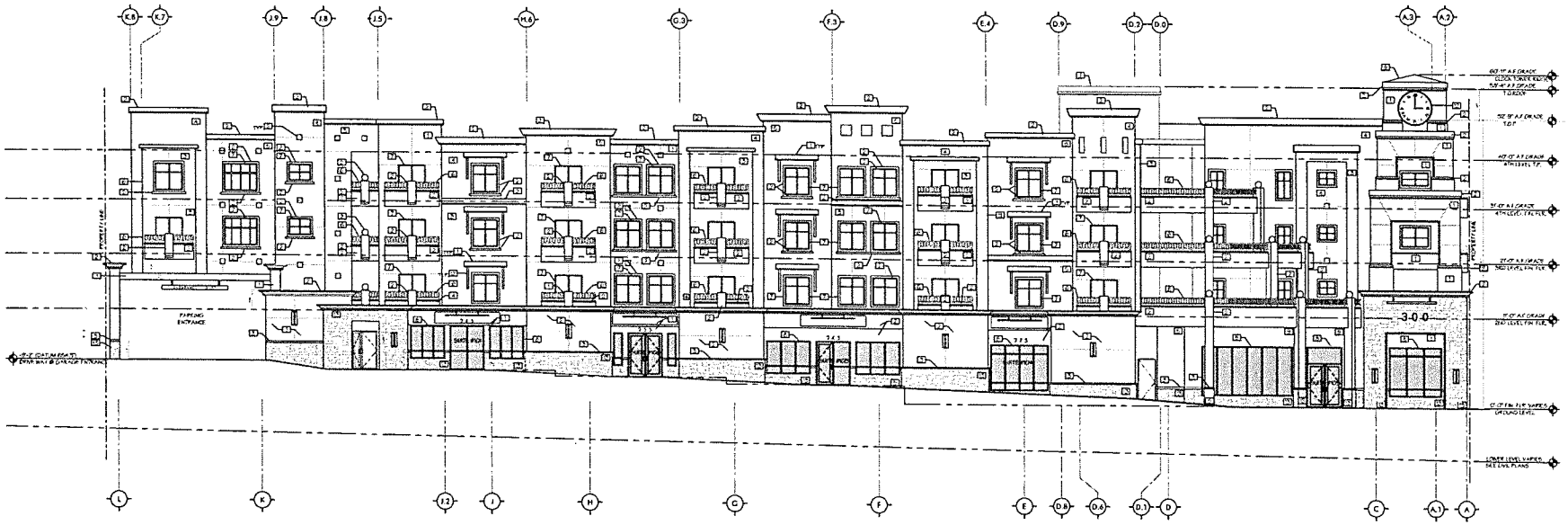
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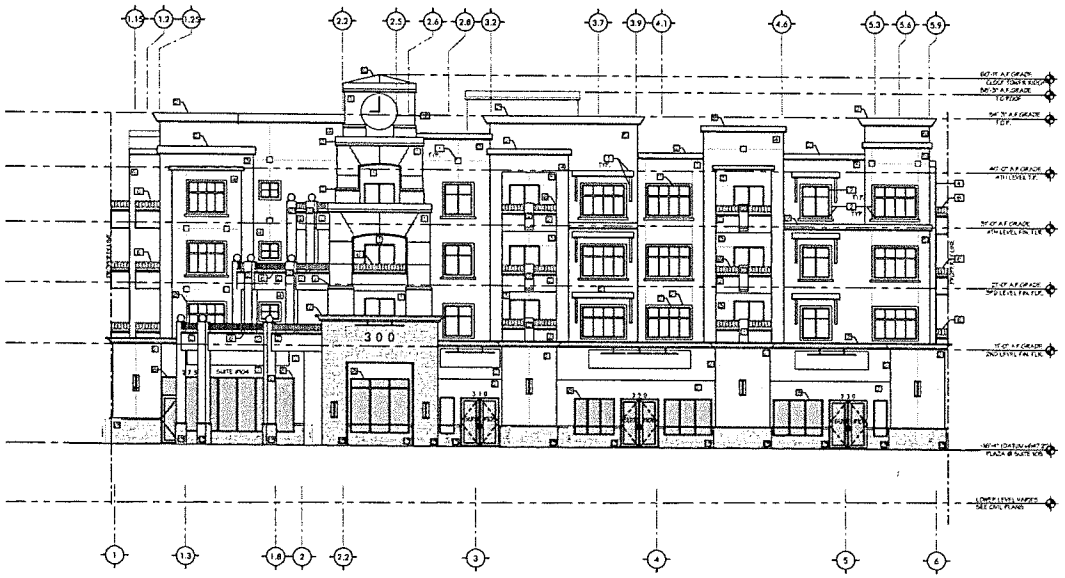
300 E. ESCONDIDO BLVD.
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(760) 746-1100 FAX (760) 746-0505
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DRAWN BY	CHECKED BY
AM	MMAE
CAD FILE NO.	DRAWING NO.
A2.5	A2.5
PROJECT NO.	
1604.CityPlaza	
DATE	UNIT PLANS
12.16.2019	



NORTH ELEVATION (3RD AVENUE SIDE)



WEST ELEVATION (ESCONDIDO BLVD SIDE)

LEGEND

- [1] STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "AVALANCHE" CL 3252W
- [2] STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "ARIZONA WHITE" LRV84
- [3] STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "PALE KHAKI" CL 2824D
- [4] STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "BLIZZARD" CL 1465D
- [5] STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "LA MANCHA" CL 3021W
- [6] "BLACK" POWDER COATED WROUGHT IRON HANDRAIL
- [7] ALUMINUM WINDOW FRAMES, TO MATCH SHERWIN-WILLIAMS "ARIZONA WHITE" LRV84
- [8] STOREFRONT WINDOWS DARK BRONZE ANODIZED FRAME
- [9] ROOF TILE TO MATCH EAGLE ROOFING PRODUCTS, "PLANDEROSA 5582, FAWN GREY" FLASHED
- [10] TWO-HOUR AREA SEPARATION WALL
- [11] METAL AWNING POWDER COATED TO MATCH FRAZEE "ROSEMUND" CL7004W
- [12] LIMB-CRON CLOCK
- [13] STONE VENEER- ELDORADO STONE, "RUSTIC LEDGE, SAWTOOTH"

DATUM NOTE:
REFER TO PRECISE GRADING PLANS FOR ALL FINISH FLOOR ELEVATIONS AT BASEMENT LEVEL AND 1ST LEVEL

CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

5		
4		
3		
2	03.29.19	PHOTO-BASED P.C.C. #2
1	06.13.18	MASTER PLAN MOD. P.C.C. #1
NO.	DATE	REVISION

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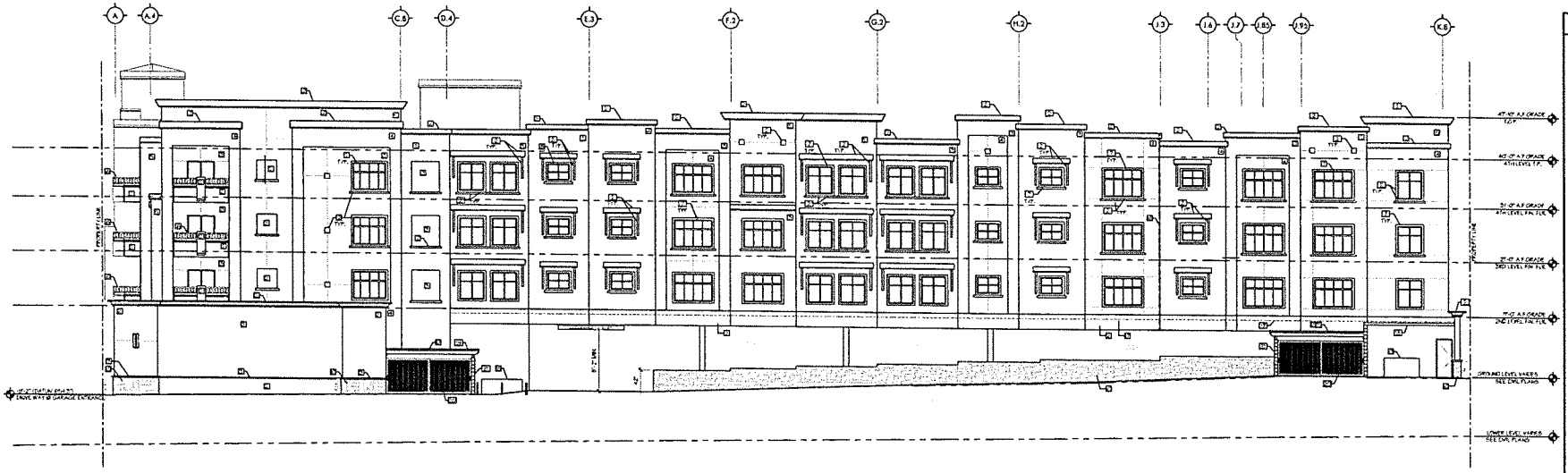
CITY PLAZA AT ESCONDIDO

806 S. ESCONDIDO BLVD.
ESCONDIDO, CA. 92025

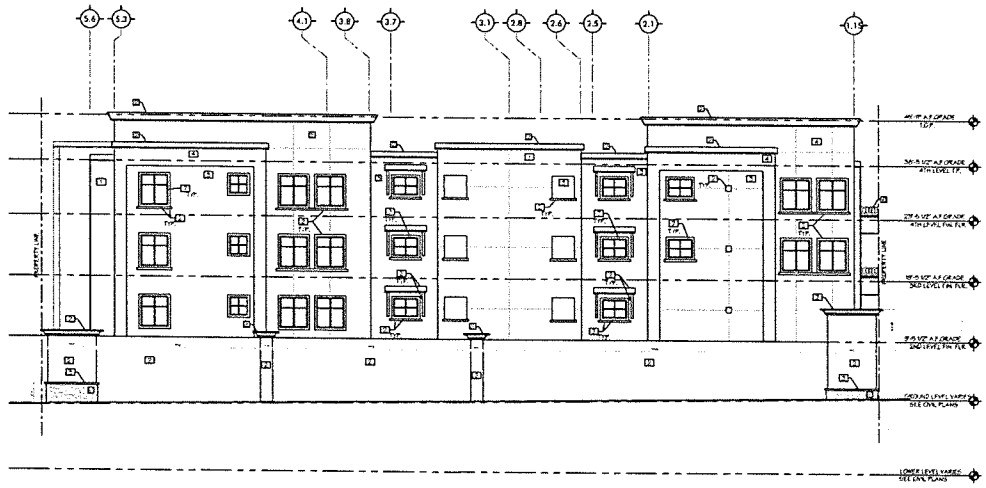
HB&A Architects
969 MARKET PLACE, ESCONDIDO, CA. 92029
(760) 745-8484 FAX (760) 745-8489
E-MAIL: mail@hbandarchitects.com

DRAWN BY	AM
CHECKED BY	MKAS
CAD FILE NO.	
PLOT SC. &	
PROJECT NO.	
SAVE CityPlaza	
DATE	03.29.2019
DRAWING NO.	A2.6
	STREET SIDE ELEVATIONS

EXTERIOR ELEVATIONS (STREET SIDE)
SCALE: 1/8"=1'-0"



SOUTH ELEVATION (ALLEYWAY SIDE)



EAST ELEVATION (NORTH PROPERTY LINE SIDE)

EXTERIOR ELEVATIONS (ALLEYWAY AND BACKSIDE)

SCALE: 1/8"=1'-0"

LEGEND

- A STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "AVALANCHE" CL 7006
- B STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "ARIZONA WHITE" LRV84
- C STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "PALE KHAKI" CL 2924D
- D STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "BLIZZARD" CL 7456D
- E STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "LA MANCHA" CL 3024M
- F "BLACK" POWDER COATED WROUGHT IRON HANDRAIL
- G ALUMINUM WINDOW FRAMES, TO MATCH SHERWIN-WILLIAMS "ARIZONA WHITE" LRV84
- H STOREFRONT WINDOWS DARK BRONZE ANODIZED FRAME
- I ROOF TILE TO MATCH EAGLE ROOFING PRODUCTS, "PONDEROSA 5582, FAWN GREY" FLASHED
- J STONE VENEER- ELDORADO STONE "RUSTIC LEDGE, SANTOSTIN"
- K TRASH ENCLOSURE SOLID CORRUGATED STEEL ROOF STRUCTURE
- L TRASH ENCLOSURE
- M TRANSFORMER
- N TRANSFORMER ENCLOSURE
- O AREA DEDICATED TO GAS METERS AND AT&T SERVICE PEDESTAL
- P 2 HR. AREA SEPARATION WALL
- Q BOTTOM OF PODIUM, STUCCO FACE OF EXPOSED PODIUM SURFACES
- R CONCRETE SLAB CAP
- S 2" THK. CORRUGATED METAL TOP OVER FIRE TREATED WOOD MEMBER AT COVER OVER TRASH ENCLOSURE
- T STEEL TRASH DOORS TO SLIDE HORIZONTALLY WITHIN GROOVE OF CONCRETE SLAB
- U CMU BLOCK WALL WITH STUCCO FINISH

DATUM NOTE:
REFER TO PRELIMINARY GRADING PLANS FOR ALL FINISH FLOOR ELEVATIONS AT BASEMENT LEVEL AND 1ST LEVEL

CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

A		
A		
A		
A		
A		
A	03.28.13	PLANNING REVISION
A	09.13.13	MASTER PLAN MOD P.C.C. #1
NO.	DATE	REVISION

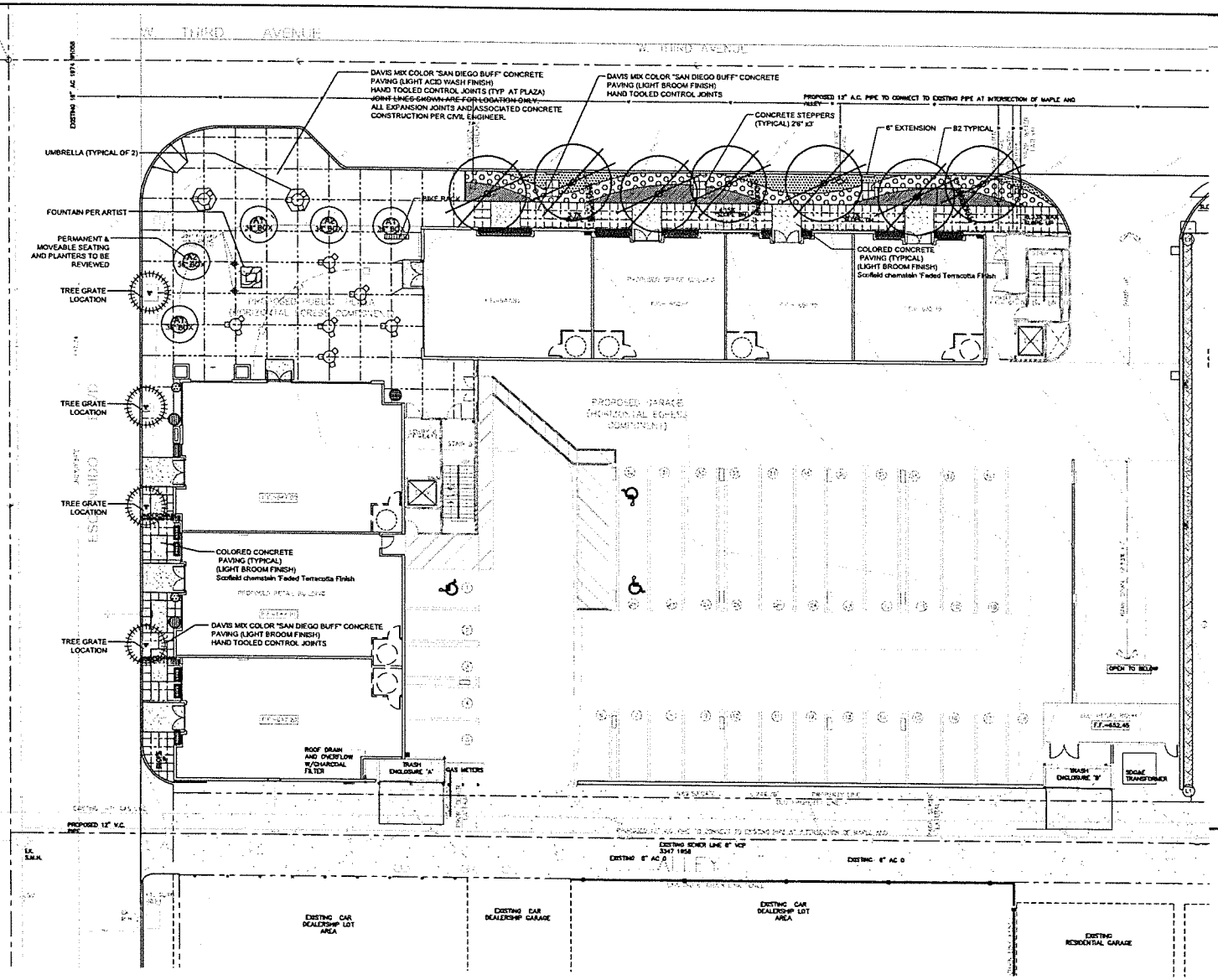
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CITY PLAZA AT ESCONDIDO

300 S. ESCONDIDO BLVD.
ESCONDIDO, CA. 92025

HB&A ARCHITECTS

DRAWN: AM	CHECKED: MEAE	DRAWING No. A2.7
CAD FILE NO.		
PROJECT NO. 1284.CityPlaza		
DATE 08.12.2013		STREET SIDE ELEVATIONS



PLANT LEGEND

TREES

SYM	BOTANICAL NAME	COMMON NAME
A1	Cercis Canadensis 'Forest Pansy'	Red Bud
A2	Acer Palmatum	Japanese Maple
B2	Rhus Lancea	African Sumac
	Lagerstroemia Indica	Crape Myrtle - multi trunk

SHRUBS

SYM	BOTANICAL NAME	COMMON NAME
	Agave attenuata	Fox tail Agave
	Equisetum hyemale	Horsetail reed grass
	Senecio Vitalis	Bush Blue Pickle
	Carex tumicola	Berkeley Sedge
	Aloe Rudikoppe 'Little Gem'	N.C.N.
	Trachelospermum Jasminoides	Star Jasmine
	Gardenia	Gardenia Hybrid
	Rosmarinus O. 'ProstraTus'	Rosemary Groundcover
	Mulch	

Hardscape Features Such as:

Bench 160-60 By Dumor Site Furnishings(949)552-1132

34" 'Curlo' Planter pots By Stone Yard Inc.(858)586-1580

22.5" 'Curlo' Planter pots by Stone Yard Inc.(858)586-1580

42"x16"x20" Curlo Planter By Stone Yard Inc. (858) 586-1580

Dolce 31" Table by Smith + Hanman w/ Dolce armchair, finishes to be gun metal

FOUNTAIN BY OTHERS

CONCRETE PAVING WITH SAWCUTS AS SHOWN.

DOWN LIGHT BY UNIQUE LIGHTING SYSTEMS (800) 955-4511 COMET MODEL W/ BRASS FINISH

PLANTING NOTES:

The selection of plant material is based on cultural, aesthetic, and maintenance considerations. All planting areas shall be prepared with soil conditioner, fertilizers, and amendments based upon soil samples taken from the site. The planting design and ornamental plant palette shall conform to the City of Escondido Design Standards. The design shall provide color, and textural contrasts with emphasis on Historical planting. Entrancement of entries shall be provided with both accent planting and paving.

NOTE:
1. THE 2x3 CONCRETE STEPPING PAD THROUGH THE PARKWAY PLANTER AREA TO THE SIDEWALK AREA ALONG 3RD AVENUE ARE TO BE ALIGNED WITH THE ENDS OF THE PARALLEL PARKING SPACES ALONG THE CURB AS SHOWN ON THE STREET/ SIDEWALK IMPROVEMENT PLANS OR AS MEASURED IN 22-FOOT LONG INCREMENTS ALONG THE CURB STARTING AT THE CORNER SIDEWALK BULB OUT.

SCALE: - 1" =10'

STEPHEN R. COPLEY
LANDSCAPE ARCHITECTURE · PLANNING · URBAN DESIGN

LANDSCAPE PLANTING PLAN

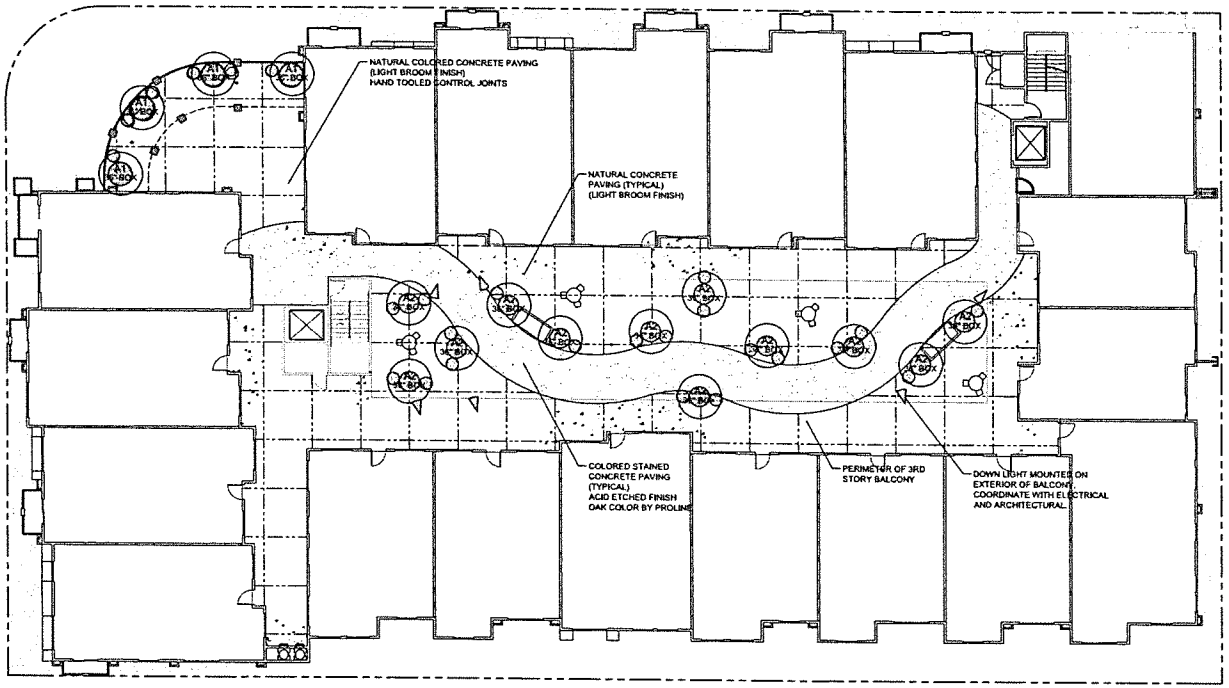
NO	DATE	REVISION

CITY PLAZA AT ESCONDIDO
328 S. ESCONDIDO BLVD.
ESCONDIDO, CA. 92025

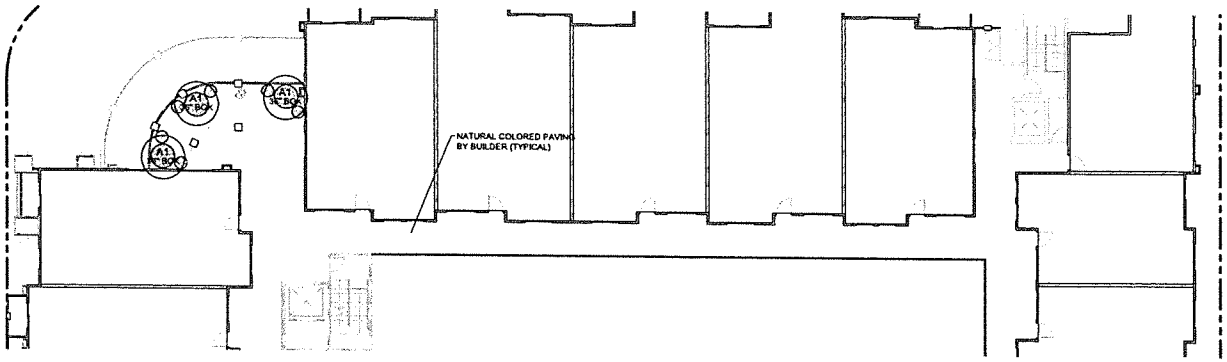
HB&A Architects

DRAWN | CHECKED | DRAWING No.
CAD FILE NO.
PROJECT NO.
DESIGNER
DATE 05/06/2016

L- 4 of 10



SECOND STORY



THIRD STORY

PLANT LEGEND

TREES

SYM	BOTANICAL NAME	COMMON NAME
A1	Cercis Canadensis 'Forest Pansy'	Red Bud
A2	Acer Palmatum	Japanese Maple
B2	Rhus Lancea	African Sumac
	Lagerstroemia Indica	Crape Myrtle - multi trunk

SHRUBS

SYM	BOTANICAL NAME	COMMON NAME
	Agave attenuata	Fox tail Agave
	Equisetum hyemale	Horsetail reed grass
	Senecio Vitalis	Bush Blue Pickle
	Carex tumicola	Berkeley Sedge
	Aloe Rudikoppe 'Little Gem'	N.C.N.
	Trachelospermum Jasminoides	Star Jasmine
	Gardenia	Gardenia Hybrid
	Rosmarinus O. 'ProstraTus'	Rosemary Groundcover
	Mulch	

Hardscape Features Such as:

Bench 160-60 By Dukke Site Furnishings(949)852-1130

34" 'Curtis' Planter pots By Stone Yard Inc.(858)566-1560

22.5' 'Curtis' Planter pots by Stone Yard Inc.(858)566-1560

42"x16"x20" Curtis Planter By Stone Yard Inc. (858) 566-1560

Dolce 31" Table by Smith + Hawken w/ Dolce armchair. Believed to be gun metal

FOUNTAIN BY OTHERS

CONCRETE PAVING WITH SAWCUTS AS SHOWN

DOWN LIGHT BY LANDUE LIGHTING SYSTEMS (800) 955-4431 COMET MODEL W/ BRASS FINISH

PLANTING NOTES:

The selection of plant material is based on cultural, aesthetic, and maintenance considerations. All planting areas shall be prepared with soil conditioner, fertilizer, and agricultural supplements based upon soil samples taken from the site. The planting design and conceptual plant palette shall conform to the City of Escondido Design Standards. The design shall provide color, and textural contrast with emphasis on theatrical planting. Enhancement of entries shall be provided with both accent planting and paving.

LANDSCAPE PLANTING PLAN

NO	DATE	REVISION

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PLOT DATE: 05-05-16

CITY PLAZA
AT ESCONDIDO
328 S. ESCONDIDO BLVD.
ESCONDIDO, CA. 92025

HB&A Architects

DRAWN	CHECKED	DRAWING No.
CAD FILE NO.		
PROJECT NO.		
SHEET OF		
DATE	05/04/2016	L- 5 of 10

0 5 10 20
SCALE: - 1" =10'

STEPHEN R. COPLEY
LANDSCAPE ARCHITECTURE · PLANNING · URBAN DESIGN

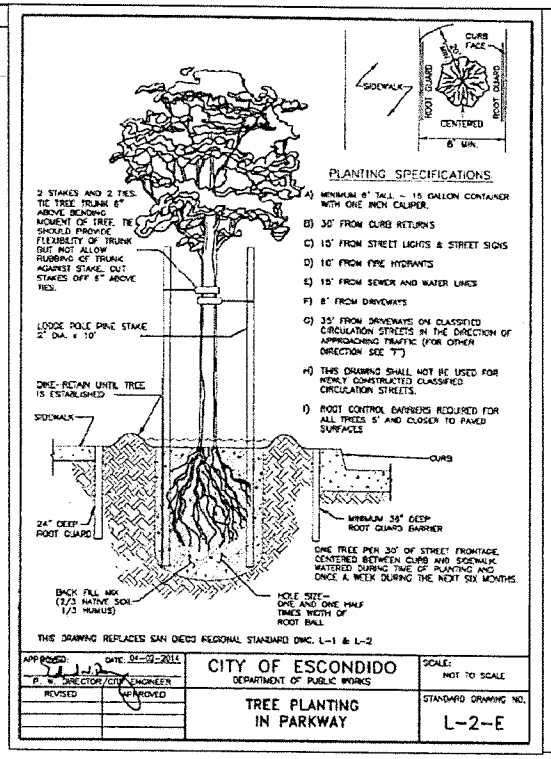
PLANT LEGEND

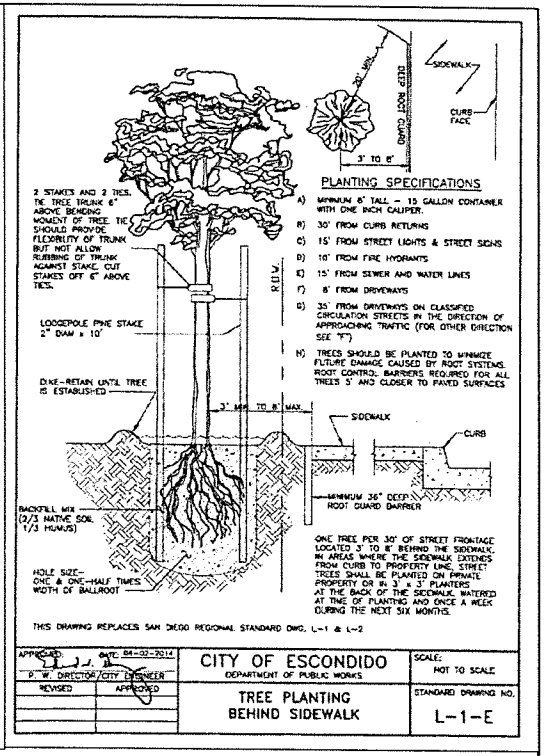
TREES

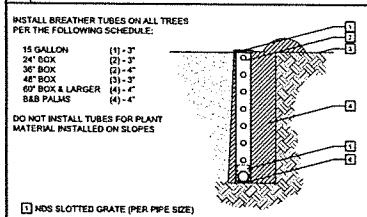
SYM	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	DETAIL
A1	Cercis Canadensis 'Forest Pansy'	Red Bud	36" BOX	1 each pot	04 / L-6
A2	Acer Palmatum	Japanese Maple	36" BOX	1 each pot.	04 / L-6
B2	Rhus Lancea	African Sumac	36" BOX		
T	Lagerstroemia Indica	Crape Myrtle Multi-trunk	36" BOX	Install with Tree Grate. Submit cutsheet of tree grate to Architect for approval prior to installation	04 / L-6

SHRUBS

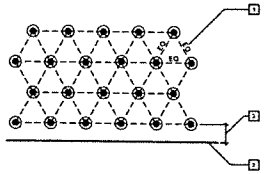
SYM	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	DETAIL
L1	Agave attenuata	Fox tail Agave	5 GAL	1 PER POT	06 / L-6
	Equisetum hyemenale	Horsetail reed grass	1 GAL	8" OC	02 / L-6
	Senecio Vitalis	Bush Blue Pickle	5 GAL	18" OC	02 / L-6
	Carex tumilicola	Berkeley Sedge	1 GAL	12" OC	02 / L-6
	Aloe Rudikope 'Little Gem'	N.C.N.	5 GAL	18" OC	02 / L-6
	Trachelospermum Jasminoides	Star Jasmine	1 GAL	3 PER POT	06 / L-6
	Gardenia	Gardenia Hybrid	5 GAL	1 PER POT	06 / L-6
	Rosmarinus O. 'Prostraus'	XX	1 GAL	1 PER POT	06 / L-6
	Mulch		3/4 - 2"	3" DEEP	SEE SPECS





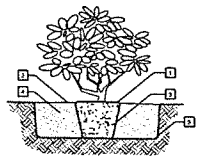


01 BREATHER TUBE NTS



02 GROUND COVER LAYOUT NTS

NOTE:
SUFFICIENT CLEARANCE SHALL BE MAINTAINED BETWEEN SHRUBS AND UTILITIES SO AS NOT TO HINDER OR HARM SAID UTILITIES.



03 SHRUB PLANTING NTS

LANDSCAPE PLANTING
FULL LEGEND AND DETAILS

NO	DATE	REVISION
A		
A		
A		
A		

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PLOT DATE: 05-05-14

CITY PLAZA
AT ESCONDIDO
328 S. ESCONDIDO BLVD.
ESCONDIDO, CA. 92025

HB&A Architects
[illegible]

DRAWN	CHECKED	DRAWING No.
CAD FILE NO.		
PROJECT NO.		
DESIGN/DRAWN		
DATE		
05/05/2014		

L- 6 of 10

STEPHEN R. COPLEY
LANDSCAPE ARCHITECTURE · PLANNING · URBAN DESIGN

36

EXHIBIT "D"
PHG 17-0026
CONDITIONS OF APPROVAL

All Conditions of Approval applied to the Planning Case No. 2007-11-PD/SP/DA shall remain in effect except as modified herein.

A. General

1. This project is recommended to the City Council for conditional approved as set forth on the application received by the City of Escondido, and as described in materials provided to the Planning Commission on September 10, 2019. The project includes 56 residential dwelling units and approximately 8,300 square feet of commercial space.

2. Approval of this request shall not waive compliance with any sections of the Municipal Code and all other applicable City regulations in effect at the time of Building Permit issuance unless specifically waived herein. Nothing in this permit shall relieve the Applicant from complying with conditions and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.

3. Prior to any use of the project site pursuant to this permit, all conditions of approval contained herein shall be completed or secured to the satisfaction of the Community Development Department.

4. The developer shall be required to pay all development fees of the City prior to building permit issuance, including any applicable City-Wide Facilities fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Community Development Department.

5. All construction shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Department, Building Official, and the Fire Chief.

6. The legal description, attached as Exhibit "A" to this resolution, has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.

7. All requirements of the Public Partnership Program, Ordinance No. 86-70 shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

8. Three (3) copies of revised plan sets, reflecting any modifications identified in these conditions of approval, shall be submitted to the Planning Division for certification. Said plans must be certified by the Planning Division prior to issuance of building permits for the project.

9. This Planned Development Permit shall expire three (3) years after the date of final approval of this project, that date being the effective date of the ordinance approving the Permit, unless a building permit is issued in order to carry out the improvements described in the Permit. Extensions of time may be requested in the same manner as would be permitted for a tentative map.

10. In the event that any of the conditions of this permit are not satisfied, the Community Development Department shall cause a noticed hearing to be set before the authorized agency to determine whether the City of Escondido should, acting through the authorized agency, add, amend, or delete conditions and regulations contained in this permit.

11. Nothing in this permit shall authorize the applicant to intensify the authorized activity beyond that which is specifically described in this permit. Any future modifications to the approved project will be reviewed relative to the findings for substantial conformance. Modifications beyond the scope described therein may require submittal of a modification to the project plans and approval by the authorized agency.

12. The City of Escondido hereby notifies the applicant that the County Clerk's office requires a documentary handling fee of $50.00 in order to file a Notice of Determination for the project (environmental determination for the project). In order to file the Notice of Determination with the County Clerk, in conformance with the California Environmental Quality Act (CEQA) Section 15075, the applicant shall remit to the City of Escondido Planning Division, within two working days of the final approval of the project (the final approval being the hearing date of the Planning Commission or City Council, if applicable), a check payable to the "San Diego County Clerk" in the amount of $50.00. The filing of a Notice of Determination and the posting with the County Clerk starts a 35-day statute of limitations period on legal challenges to the agency's decision that the project is covered by a previously adopted Negative Declaration. Failure to submit the required fee within the specific time noted above will result in the Notice of Determination not being filed with the County Clerk, and a 180-day statute of limitations will apply.

13. The project shall participate in the Density Transfer Program as a “sending area,” as described in Exhibit “B” to City Council Resolution No. 2019-69.

B. Architecture and Design

1. No exterior changes to the site are approved as part of this Master and Precise Development Plan modification. Any major modifications to the exterior architectural building elements or lessening of the quality of the exterior design shall require the processing of a Precise Plan modification, as described in Article 19 of the Escondido Zoning Code. Minor modifications may be approved through a design review process described in Article 64 of the Escondido Zoning Code.

2. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.

3. The building, architecture, colors and materials, and landscaping shall be in substantial conformance with the Master and Precise Development Plan attached as Exhibit “C” to this Resolution and on-file with the Planning Division.

C. Parking and Access

1. A minimum of 122 parking spaces shall be provided onsite.

2. Subterranean parking spaces shall have controlled access and be reserved for residents and employees of the onsite commercial uses.

3. Ground-floor (grade-level) parking spaces shall be restricted to short-term parking (three-hour or less maximum duration) during daytime hours and are intended for use by customers of the businesses onsite.

4. Overnight parking in the ground-floor (grade-level) parking garage shall be by permit only.

5. All parking spaces shall be striped in conformance with Article 39 of the Escondido Zoning Code.

6. A parking and garage management plan shall be submitted to the City for review. Said plan shall address parking lot access, space assignment(s), gate operation, general maintenance, signage and striping, delivery and other short-term parking allowances/requirements, guest parking, utility access, and any other issues which affect the use and maintenance of the parking garage.

CITY OF ESCONDIDO

ACTION MINUTES OF THE REGULAR MEETING OF THE ESCONDIDO PLANNING COMMISSION

September 10, 2019

The meeting of the Escondido Planning Commission was called to order at 7:00 p.m. by Chairman Spann, in the City Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: James Spann, Chairman; Don Romo, Vice-Chair; Michael Cohen, Commissioner; Mark Watson, Commissioner; and Stan Weiler, Commissioner.

Commissioners absent: Joe Garcia, Commissioner and James McNair, Commissioner.

Staff present: Bill Martin, Director of Community Development; Owen Tunnell, Assistant City Engineer; Adam Phillips, Senior Deputy City Attorney; Adam Finestone, Principal Planner; Jay Paul, Senior Planner and Kirsten Peraino, Minutes Clerk.

MINUTES:

Moved by Commissioner Cohen, seconded by Commissioner Watson to approve the Action Minutes of the August 27, 2019 meeting. Motion carried unanimously; Commissioner Garcia and Commissioner McNair were absent. (5-0)

WRITTEN COMMUNICATIONS: – Received.

FUTURE NEIGHBORHOOD MEETINGS: – None.

ORAL COMMUNICATIONS: – None.

PUBLIC HEARINGS:

1. TENTATIVE SUBDIVISON MAP, MASTER AND PRECISE DEVELOPMENT PLAN, AND DEVELOPMENT AGREEMENT – SUB 18-0008 and PHG 18-0021:

REQUEST: A one-lot Tentative Subdivision Map and a Master and Precise Development Plan to construct a four-story, 32-unit air-space condominium development with 300 SF of flex office space and a ground floor parking garage within the Mercado District of the Downtown Specific Plan. The project contains a mix of one- and two-bedroom units ranging from 700 SF to 1,123 SF; a ground-floor garage that would accommodate 43 parking spaces; podium level common outdoor spaces and individual private balconies. The overall height of the approximately 57-foot high building is within the allowable limits of the Downtown Specific Plan. Zoning provisions require a minimum of 61 parking spaces and the project is requesting a reduction in the parking requirement to provide 43 standard and 4 motorcycle spaces within the parking garage, along with three new on-street spaces along Grand Avenue. The project includes the purchase of an approximately 2,275 sf City-owned parcel fronting onto 2nd Avenue that would be used for access, utilities, storm water quality improvements, and landscaping. A Development Agreement also is requested to allow a reduction in open space (approximately 16 percent) where the zoning provisions currently require 300 SF per unit; and a credit for Art Fees in exchange for the development of a dynamic construction/art feature incorporated into the building design. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: The approximately 0.45-acre site generally is located on the southern side of W. Grand Avenue, east of Quince Street, north of Second Avenue and addressed at 555 W. Grand Avenue (APNs 233-022-01, -02, -21 and portion of -23).

ENVIRONMENTAL STATUS:Exempt pursuant to a CEQA Section 15332, Class 32 In-fill development projects.

STAFF RECOMMENDATION: Recommend Approval by the City Council

PUBLIC SPEAKERS:

Ed McCoy, Applicant, Provided a brief presentation of the project.
Mark Baker, Expressed concerns with parking reduction
Anthony Widerburg, spoke in favor of the project.
Heather Thelen, shared concerns about parking reduction.

Shon Finch, spoke in favor of the project.
Maritza Ruvalcaba, expressed concerns with parking reduction.
Maria Bowman, spoke in favor of the project.
Joe Gelormini, Applicant, spoke in favor of the project.

COMMISSIONER DISCUSSION AND QUESTIONS:

The Commissioners discussed various aspects of the project.

COMMISSION ACTION:

Moved by Commissioner Watson, seconded by Commissioner Weiler to recommend City Council approval with the added condition of installing five (5) vehicle lifts in the parking garage upon initial occupancy. Motion carried unanimously; Commissioner Garcia and Commissioner McNair were absent (5-0).

2. MASTER AND PRECISE PLAN MODIFICATION TO INCREASE THE RESIDENTIAL DENSITY AND REVISE THE LIST OF PERMITTED COMMERCIAL USES FOR AN EXISTING MIXED-USE PLANNED DEVELOPMENT IN THE DOWNTOWN SPECIFIC PLAN – PHG 17-0026:

REQUEST: A Master and Precise Development Plan modification to increase the density of an existing mixed-use planned development in the Southern Gateway District of the Downtown Specific Plan. The project is a fully-developed commercial/residential mixed-use building consisting of 55 residential units and approximately 9,300 square feet of leasable commercial space. The request would increase the number of residential units by one (1) unit and decrease the leasable commercial space by approximately 1,000 square feet. The increased unit count would increase the project density from 68.75 dwelling units per acre to 70 dwelling units per acre. The revision to the list of permitted commercial would be consistent with the Downtown Specific Plan. No exterior modifications would be made to the building, and the total building square footage would not change. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: A 0.8-acre property located at the southeast corner of S. Escondido Boulevard and W. 3rd Avenue, addressed as 300 – 328 S. Escondido Boulevard (APN 233-142-14-00)

ENVIRONMENTAL STATUS: Reliance on a previously adopted Negative Declaration (Case No. ER 2007-08). The adopted negative declaration remains adequate and no further CEQA analysis is required for the project.

STAFF RECOMMENDATION: Approval

PUBLIC SPEAKERS:

Andrew Hedin, Applicant, available for questions.

COMMISSION ACTION:

Moved by Commissioner Romo, seconded by Commissioner Cohen to recommend City Council approval. Motion carried unanimously; Commissioner Garcia and Commissioner McNair were absent (5-0).

CURRENT BUSINESS: None.

ADJOURNMENT:

Chairman Spann adjourned the meeting at 8:38 p.m. to the next regularly scheduled Planning Commission meeting to be held at 7:00 p.m. on Tuesday, September 24, 2019 in the City Council Chambers, 201 North Broadway Escondido, California.

Mike Strong, Secretary to the
Escondido Planning Commission

Kirsten Peraino, Minutes Clerk

ORDINANCE NO. 2019-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING A MASTER AND PRECISE DEVELOPMENT PLAN MODIFIICATION FOR AN EXISTING MIXED-USE PROJECT

APPLICANT: HB&A Architects
CASE NO.: PHG 17-0026

The City Council of the City of Escondido ("City"), California, DOES HEREBY ORDAIN as follows:

SECTION 1. The City Council makes the following findings:

a) HB&A Architects (herein after referred to as "Applicant"), filed a verified application with the City of Escondido regarding property located at 300 – 328 S. Escondido Boulevard (APN: 233-142-14-00), in the Southern Gateway District of the Downtown Specific Plan, more particularly described as shown on Exhibit "A" ("the property"), attached to this Ordinance and incorporated herein by this reference as though fully set forth. Said verified application constitutes a request for a Master and Precise Development Plan Modification to increase the residential density of an existing mixed-use project from 68.75 dwelling units per acre to 70 dwelling units per acre, and to modify the list of permitted commercial land uses for the project, as shown on Exhibit "B" (Master and Precise Development Plan Modification – Project Plans) to this Ordinance, and on file in the Planning Division, Planning Case No. PHG 17-0026, and incorporated herein by this reference as though fully set forth.

b) The Planning Division of the Community Development Department completed its review and scheduled a public hearing regarding the application before the Planning Commission on September 10, 2019. Following the public hearing on

September 10, 2019, the Planning Commission adopted Resolution No. 2019-19, which recommended that the City Council approve the Master and Precise Development Plan modification (the “Project”).

SECTION 2. An original copy of the proposed Master and Precise Development Plan and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido, California 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

SECTION 3. The City Council did on October 23, 2019, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

a) Written information including all application materials and other written and graphical information posted on the Project website;

b) Oral testimony from City staff, interested parties, and the public;

c) The City Council staff report, dated October 23, 2019, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request; and

d) Additional information submitted during the public hearing.

SECTION 4. Pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 et seq.), the State CEQA Guidelines (Article 14 of

the California Code of Regulations Section 15000 et. seq.), the City is the lead agency for the Project, as the public agency with the principal responsibility for approving the proposed Project. The City Council, in its independent judgement, has determined that a previously-approved Negative Declaration (File No. ER 2007-08) adequately addresses the modifications identified as part of the project.

SECTION 5. Upon consideration of the Findings of Fact, attached as Exhibit “C,” and the Conditions of Approval, attached as Exhibit “D,” both of which are incorporated herein by this reference as though fully set forth herein, the City Council approves the Project.

SECTION 6. All references within this Ordinance to "Applicant" or "Developer," shall be equally applicable to the current property owner and to any successors-in-interest or assigns, whether such successors of assigns own, control, or otherwise have development authority for all, a portion, or portions of that property included within the Project site.

SECTION 7. SEPARABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions.

SECTION 8. As of the effective date of this ordinance, all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9. The City Council authorizes all subsequent action to be taken by City Officials consistent with this Ordinance.

SECTION 10. The City Clerk is hereby directed to certify to the passage of this Ordinance and to cause the same or a summary to be prepared in accordance with Government Code Section 36933, to be published one time within 15 days of its passage in a newspaper of general circulation, printed and published in the County and circulated in the City of Escondido.

SECTION 11. The Ordinance shall become effective 30 days from the date of the passage.

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ESCONDIDO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 12 THROUGH 16 INCLUSIVE IN BLOCK 96 OF ESCONDIDO, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 336, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, JULY 10, 1886.

APN: 233-142-14

CITY PLAZA AT ESCONDIDO

300 SOUTH ESCONDIDO BLVD, ESCONDIDO, CA 92025
MASTER DEVELOPMENT PLAN MODIFICATION
(MDP2007-11-PD/SP/DA - PHG 17-0026)

PROJECT DATA

PROJECT DESCRIPTION:

APPROVED MIXED USE PROJECT LOCATED AT 300 S. ESCONDIDO BLVD. CONSISTS OF RETAIL & OFFICE SPACES AT STREET LEVEL AND CURRENTLY 55 RESIDENTIAL UNITS ON THREE LEVELS ABOVE. THERE ARE 41 PARKING SPACES AT GRADE AND 81 PARKING SPACES PROVIDED BELOW GRADE.

THE ORIGINALLY APPROVED PROJECT SCOPE PROVIDED FOR A TENANT GYM IN UNIT 218 AND A LEASING OFFICE IN ONE OF THE SUITES ON THE GROUND FLOOR, WITH A UNIT COUNT OF 55 UNITS.

THE FIRST REVISION INCLUDED THE RELOCATION OF THE TENANT GYM TO SUITE 102 LOCATED ON THE GROUND FLOOR AND MOVING THE LEASING OFFICE INTO UNIT 218, KEEPING THE UNIT COUNT TO 55 TOTAL UNITS.

THE SECOND REVISION INCLUDED THE CONVERTING THE LEASING OFFICE IN UNIT 218 TO A ONE-BEDROOM LIVABLE UNIT AND CONVERTING A VACANT TWO-BEDROOM UNIT 404 INTO THE LEASING OFFICE, KEEPING THE UNIT COUNT TO 55 UNITS.

THE CURRENTLY PROPOSED REVISION INCLUDES CONVERTING THE LEASING OFFICE IN UNIT 404 BACK INTO A LEASABLE TWO-BEDROOM LIVABLE UNIT, THIS WILL INCREASES THE TOTAL UNIT COUNT TO 56 UNITS

DWELLING UNITS COMPLY WITH HOUSING ACCESSIBILITY PER 2016 CBC CHAPTER 11A AS FOLLOWS:
1) THREE DWELLING UNITS (ONE PER LEVEL) ARE FULLY ACCESSIBLE.

2) REMAINING DWELLING UNITS SHALL COMPLY WITH 2016 CBC CHAPTER 11A DIV. IV.
a). ONE BATHROOM WITHIN THE DWELLING UNIT SHALL BE DESIGNED TO COMPLY WITH OPTION 2 OF SECTION 1134A.2 OF CHAPTER 11.A, DIV. IV.

	EXISTING	PROPOSED
SITE INFORMATION:		
PROJECT A.P.N.:	233-142-14	233-142-14
EXISTING	35,000 S.F. / .80 ACRES	35,000 S.F. / .80 ACRES
TOTAL NUMBER OF LOTS	1 LOT	1 LOT
TOTAL LOT COVERAGE	35,000 S.F. / 10,677 S.F. / 30.5%	35,000 S.F. / 10,677 S.F. / 30.5%
TOTAL BUILDING COVERAGE (FAR)	35,000 S.F. / 10,677 S.F. / 30.5%	35,000 S.F. / 10,677 S.F. / 30.5%
TOTAL PARKING COVERAGE	19,812 S.F. / 57%	19,812 S.F. / 57%
OPEN SPACE	300S.F./UNIT = 16,981 S.F. REQ. 2,600 S.F. PUBLIC PLAZA 700 S.F. PRIVATE EXERCISE ROOM 13,750 S.F. PRIVATE OUTDOOR TOTAL 17,050 S.F. OUTDOOR SPACE	300S.F./UNIT = 16,981 S.F. REQ. 2,600 S.F. PUBLIC PLAZA 956 S.F. PRIVATE EXERCISE ROOM 13,750 S.F. PRIVATE OUTDOOR TOTAL 17,306 S.F. OUTDOOR SPACE
SITE INFORMATION:		
GENERAL PLAN	SPECIFIC PLANNING AREA (SPA) #9	SPECIFIC PLANNING AREA (SPA) #9
ZONING	SPECIFIC PLAN - SOUTHERN GATEWAY DISTRICT	SPECIFIC PLAN - SOUTHERN GATEWAY DISTRICT
DENSITY	68.75 DU/ACRE	70 DU/ACRE
BUILDING		
OCCUPANCY:	S-3,M, B, R-1	S-3,M, B, R-1
CONSTRUCTION TYPE:	TYPE I: (S-3,M,B); TYPE V-1HR: (R-1)	TYPE I: (S-3,M,B); TYPE V-1HR: (R-1)
BUILDING HEIGHTS		
GRADE AVERAGE (SEE T1.2 FOR GRADE ELEVATIONS)		
647.20' + 647.47' + 654.45' +653.50' = 2602.62 /4 = 650.65'		
AVERAGE ROOF SHEATHING HEIGHT:	696.25'	
AVERAGE GRADE ELEVATION:	650.65'	
PROPOSED BUILDING HEIGHT:	45.60'	
ALLOWABLE BUILDING HEIGHT PER TABLE 5-B:	50.00'	
BUILDING STORIES:	4 ABOVE + 1 BELOW GRADE (56'-0" ABOVE GRADE)	4 ABOVE + 1 BELOW GRADE (56'-0" ABOVE GRADE)
HARDSCAPE (PARKING / PLAZA)		
EXISTING:	17,928 S.F.	
PROPOSED:	2,617 S.F.	
PLAZA AREA:	49,815 S.F.	
PARKING (TOTAL):	19,812 S.F.	
GROUND LEVEL		
UNDERGROUND	30,003 S.F.	
LANDSCAPE:		
EXISTING:	2,630 S.F.	
PROPOSED (TOTAL):	5,415 S.F.	
GROUND LEVEL	1,666 S.F.	
2ND LEVEL	3,753 S.F.	
OPEN SPACE PROVIDED:	6,981 S.F.	

RESIDENTIAL INFORMATION:

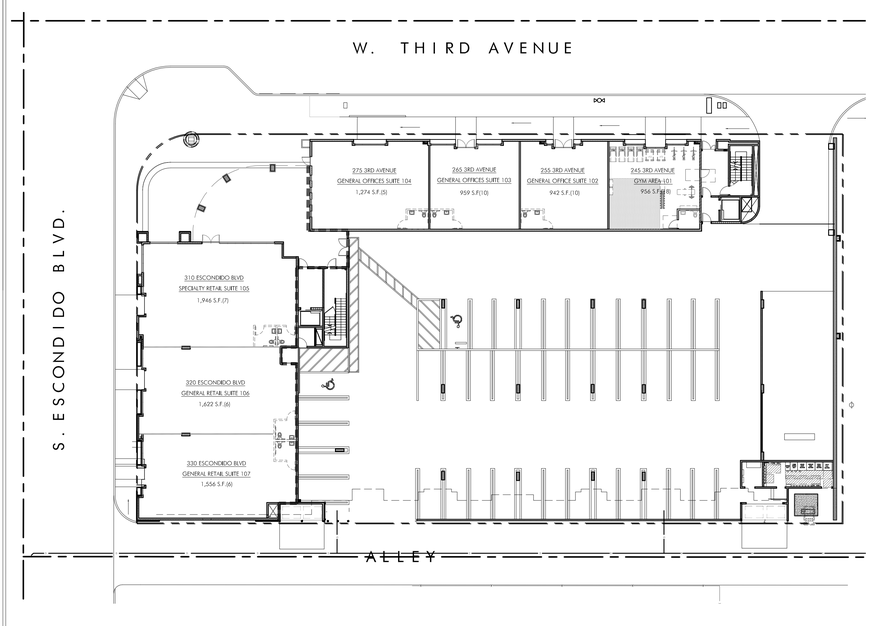
1-BEDROOM UNITS	(8 TOTAL)	1-BEDROOM UNITS		(8 TOTAL)	
UNIT 'E1'	(6) UNITS	745 S.F.	UNIT 'E1'	(5) UNITS	745 S.F.
UNIT 'E2'	(2) UNITS	778 S.F.	UNIT 'E2'	(2) UNITS	778 S.F.
2-BEDROOM UNITS	(48 TOTAL)	2-BEDROOM UNITS		(47 TOTAL)	
UNIT 'A'	(12) TOTAL UNITS		UNIT 'A'	(12) TOTAL UNITS	
	(3) UNITS	1,032 S.F.		(3) UNITS	1,032 S.F.
	(3) UNITS	1,005 S.F.		(3) UNITS	1,005 S.F.
	(6) UNITS	984 S.F.		(6) UNITS	984 S.F.
UNIT 'B1'	(6) TOTAL UNITS	928 S.F.	UNIT 'B1'	(6) TOTAL UNITS	928 S.F.
UNIT 'B2'	(9) TOTAL UNITS	916 S.F.	UNIT 'B2'	(9) TOTAL UNITS	916 S.F.
UNIT 'C'	(6) TOTAL UNITS	1,065 S.F.	UNIT 'C'	(6) TOTAL UNITS	1,065 S.F.
UNIT 'C1'	(3) TOTAL UNITS	1,075 S.F.	UNIT 'C1'	(3) TOTAL UNITS	1,075 S.F.
UNIT 'D'	(8) TOTAL UNITS		UNIT 'D'	(9) TOTAL UNITS	
	(3) UNITS	1,168 S.F.		(3) UNITS	1,168 S.F.
	(5) UNITS	1,142 S.F.		(6) UNITS	1,142 S.F.
UNIT 'F'	(3) TOTAL UNITS	1,107 S.F.	UNIT 'F'	(3) TOTAL UNITS	1,107 S.F.
	TOTAL 55 UNITS			**TOTAL 56 UNITS**	

COMMERCIAL INFORMATION:

GENERAL OFFICE (SUITES 102):	942 S.F. ACTUAL S.F. DUE TO INCORRECT CONSTRUCTION OF BUILDING FOOTPRINT
GENERAL OFFICE (SUITES 103):	959 S.F. ACTUAL S.F. DUE TO INCORRECT CONSTRUCTION OF BUILDING FOOTPRINT
GENERAL OFFICE (SUITES 104):	1,274 S.F. ACTUAL S.F. DUE TO INCORRECT CONSTRUCTION OF BUILDING FOOTPRINT
GENERAL RETAIL (SUITE 105):	1,946 S.F. ACTUAL S.F. DUE TO INCORRECT CONSTRUCTION OF BUILDING FOOTPRINT
GENERAL RETAIL (SUITE 106):	1,622 S.F. ACTUAL S.F. DUE TO INCORRECT CONSTRUCTION OF BUILDING FOOTPRINT
GENERAL RETAIL (SUITE 107):	1,556 S.F. ACTUAL S.F. DUE TO INCORRECT CONSTRUCTION OF BUILDING FOOTPRINT

SITE PLAN

SCALE: 1"=40'-0"



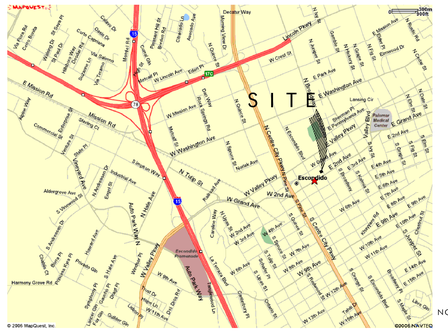
INDEX

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ARCHITECTURAL
A2.0 OVERALL LOWER LEVEL PLAN & PARKING PLAN
A2.1 OVERALL SITE PLAN & PARKING PLAN
A2.2 OVERALL SECOND LEVEL FLOOR PLAN
A2.3 OVERALL THIRD LEVEL FLOOR PLAN
A2.4 OVERALL FOURTH LEVEL FLOOR PLAN
A2.5 ENLARGED RESIDENTIAL UNIT PLANS
A2.6 EXTERIOR ELEVATIONS (3RD AVENUE & ESCONDIDO SIDE)
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LANDSCAPE
L- 4 GROUND LEVEL LANDSCAPE PLANTING PLAN
L- 5 SECOND LEVEL LANDSCAPE PLANTING PLAN
L- 6 PLANTING LEGEND & DETAILS

LOCATION MAP



PARKING ANALYSIS

ORIGINAL APPROVED SCOPE (PARKING RATIOS BASED ON 2007 DOWNTOWN SPECIFIC PLAN):

SPECIALTY RETAIL 1,950 S.F. @ 1/150 S.F.	13 SPACES
GENERAL RETAIL 3,255 S.F. @ 1/250 S.F.	13 SPACES
OFFICE SUITES 4,160 S.F. @ 1/300 S.F.	14 SPACES
(7) ONE BEDROOM UNITS @ 1.50 SPACES/UNIT	10.50 SPACES
(48) TWO BEDROOM UNITS @ 1.75 SPACES/UNITS:	84.0 SPACES
GUEST PARKING FOR 55 UNITS / 4:	13.75 SPACES
TOTAL REQUIRED SPACES PER DOWNTOWN SPECIFIC PLAN (2007):	148 SPACES (148.25)
REDUCTION PER 2007 PARKING STUDY	-22 SPACES
TOTAL REQUIRED SPACES:	126 SPACES
ACTUAL TOTAL PROVIDED SPACES:	122 SPACES[1]

THIS SCOPE HAD THE TENANT GYM IN UNIT 218 AND NO LEASING OFFICE

CURRENT PROJECT CONFIGURATION (PARKING RATIOS BASED ON CURRENT DOWNTOWN SPECIFIC PLAN):

COMMERCIAL SPACE 8,300 S.F. @ 1/250 S.F.	33.2 SPACES[2, 3]
(8) ONE BEDROOM UNITS @ 1.50 SPACES/UNITS:	12.0 SPACES
(47) TWO BEDROOM UNITS @ 1.75 SPACES/UNITS:	82.25 SPACES
GUEST PARKING FOR 55 UNITS / 4:	13.75 SPACES
TOTAL REQUIRED SPACES PER CURRENT DOWNTOWN SPECIFIC PLAN:	141 SPACES (141.2)
REDUCTION PER 2007 PARKING STUDY	-22 SPACES
TOTAL REQUIRED SPACES:	119 SPACES
TOTAL PROVIDED SPACES:	122 SPACES

THIS SCOPE HAD THE TENANT GYM AT GRADE LEVEL IN SUITE 101, CONVERTED UNIT 218 TO A 1-BEDROOM, AND CONVERTED THE 2-BEDROOM UNIT 404 INTO THE LEASING OFFICE.

PROPOSED PROJECT CONFIGURATION (PARKING RATIOS BASED ON CURRENT DOWNTOWN SPECIFIC PLAN):

COMMERCIAL SPACE 8,300 S.F. @ 1/250 S.F.	33.2 SPACES[2, 3]
(8) ONE BEDROOM UNITS @ 1.50 SPACES/UNITS:	12.0 SPACES
(48) TWO BEDROOM UNITS @ 1.75 SPACES/UNITS:	84.0 SPACES
GUEST PARKING FOR 56 UNITS / 4:	14.0 SPACES
TOTAL REQUIRED SPACES PER CURRENT DOWNTOWN SPECIFIC PLAN:	143 SPACES (143.2)
REDUCTION PER 2007 PARKING STUDY	-22 SPACES
TOTAL REQUIRED SPACES:	121 SPACES
TOTAL PROVIDED SPACES:	122 SPACES

THIS SCOPE HAS THE TENANT GYM AT GRADE LEVEL IN SUITE 101 AND CONVERTING UNIT 404 BACK TO A 2-BEDROOM UNIT, INCREASING OUR UNIT COUNT TO 56 UNITS

PARKING PROVIDED:

SUBTERRANEAN:	
RESIDENT (RESERVED):	59 (1 PER UNIT + 3 TANDEM SPACES)
RESIDENT AND EMPLOYEE (SHARED):	24
SUB-TOTAL:	83
GRADE-LEVEL:	
RESIDENTIAL GUEST AND COMMERCIAL CUSTOMER:	39
GRAND TOTAL:	122

1 DEFICIENCY RESULTED FROM INSTALLATION OF EQUIPMENT NECESSARY TO HANDLE WATER INTRUSION IN SUBTERRANEAN GARAGE
2 956 S.F. OF COMMERCIAL SPACE CONVERTED TO RESIDENTIAL AMENITY (FITNESS ROOM) WHICH HAS NO PARKING REQUIREMENT
3 ORIGINAL COMMERCIAL SQUARE FOOTAGE WAS MISIDENTIFIED; ACTUAL ORIGINAL COMMERCIAL SQUARE FOOTAGE WAS 9,256 S.F.

APPLICABLE CODES

THE CONSTRUCTION OF THIS PROJECT SHALL CONFORM TO THE FOLLOWING CODES AND REGULATIONS:

2016 CALIFORNIA BUILDING CODE
2016 CALIFORNIA PLUMBING CODE
2016 CALIFORNIA ELECTRICAL CODE
2016 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
2016 CALIFORNIA BUILDING CODE (C.B.C.), PART 2, TITLE 24 C.C.R.
2016 CALIFORNIA FIRE CODE (C.F.C.) PART 9, TITLE 24 C.C.R.
2016 TITLE 19, C.C.R., PUBLIC SAFETY, STATE FIRE MARSHALL REGULATIONS
2016 CALIFORNIA ELECTRICAL CODE (C.E.C.), PART 3, TITLE 24 C.C.R.; (2013 NATIONAL ELECTRICAL CODE WITH ALL CALIFORNIA AMENDMENTS)
2016 CALIFORNIA MECHANICAL CODE (C.M.C.), PART 4, TITLE 24 C.C.R.; (2015 INTERNATIONAL MECHANICAL CODE WITH ALL CALIFORNIA AMENDMENTS)

DIRECTORY

PROJECT:
CITY PLAZA AT ESCONDIDO
300 S. ESCONDIDO BLVD. (RES.)
310, 320, 330 S. ESCONDIDO BLVD. (RETAIL)
245, 255, 265 & 275 W. THIRD AVENUE (OFFICE)
ESCONDIDO, CA 92025

OWNER/DEVELOPER:
ZION ENTERPRISES
27611 LA PAZ ROAD, SUITE A8
LAGUNA NIGUEL, CA 92677
PHONE: 949-361-8829
FAX: 949-362-8818
CONTACT: STERLINGLUND@OUTLOOK.COM

ARCHITECT:
HB&A ARCHITECTS, INC.
240 N. MARKET PLACE
ESCONDIDO, CA. 92029
CONTACT: MARK BAKER, AIA /JIM HERNANDEZ, AIA PHONE: 760-738-8608
FAX: 760-738-8619

STRUCTURAL ENGINEER: (BUILDING/FOUNDATION)
JOHN W. STARLIN, S.E.
1741 JUDITH PLACE
ESCONDIDO, CA. 92029
CONTACT: JACK STARLIN, S.E.
PHONE: 619-540-7990
EMAIL: ENGRJACK@COX.NET

MECHANICAL ENGINEER:
RPM ENGINEERS, INC.
102 DISCOVERY
IRVINE, CA. 92618
CONTACT: RAYMOND PHUA
PHONE: (949) 450-1229
FAX: (949) 450-1454
EMAIL: RAYP@RPMPE.COM

ELECTRICAL ENGINEER:
RPM ENGINEERS, INC.
102 DISCOVERY
IRVINE, CA. 92618
CONTACT: RAYMOND PHUA
PHONE: (949) 450-1229
FAX: (949) 450-1454
EMAIL: RAYP@RPMPE.COM

RPM ENGINEERS, INC.
102 DISCOVERY
IRVINE, CA. 92618
CONTACT: RAYMOND PHUA
PHONE: (949) 450-1229
FAX: (949) 450-1454
EMAIL: RAYP@RPMPE.COM

LANDSCAPE ARCHITECT:
COPLEY DESIGN COLLABORATIVE
2102 CANDLEBERRY DRIVE
MESQUITE , TX 75149
CONTACT: STEVE COPLEY
EMAIL: S.COPLEY97531@GMAIL.COM

SOILS ENGINEER:
CONSTRUCTION TESTING & ENGINEERING, INC
1441 MONTIEL ROAD, SUITE 115
ESCONDIDO, CA 92026
CONTACT: DAN MATH, G.E. P.E.
PHONE: (760) 746-4955
FAX: (760) 746-9806
EMAIL: DAN@CTE-INC.NET

CIVIL ENGINEER: (GRADING / EROSION CONTROL)
CHERRY ENGINEERING
12721 POWAY ROAD
POWAY, CA 92064
CONTACT: ALBERT CHERRY PHONE: (858) 679-3410 FAX: (858) 679-3416

CIVIL ENGINEER: (STREET IMPROVEMENTS)
CHERRY ENGINEERING
12721 POWAY ROAD
POWAY, CA 92064
CONTACT: ALBERT CHERRY PHONE: (858) 679-3410 FAX: (858) 679-3416

CIVIL ENGINEER: (STREET UTILITIES)
CHERRY ENGINEERING
12721 POWAY ROAD
POWAY, CA 92064
CONTACT: ALBERT CHERRY PHONE: (858) 679-3410 FAX: (858) 679-3416

LEGEND

CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

NO	DATE	REVISION
2	05.30.19	PHG17-00026 P.C.C. #2
1	08.15.18	MASTER PLAN MOD. P.C.C. #1

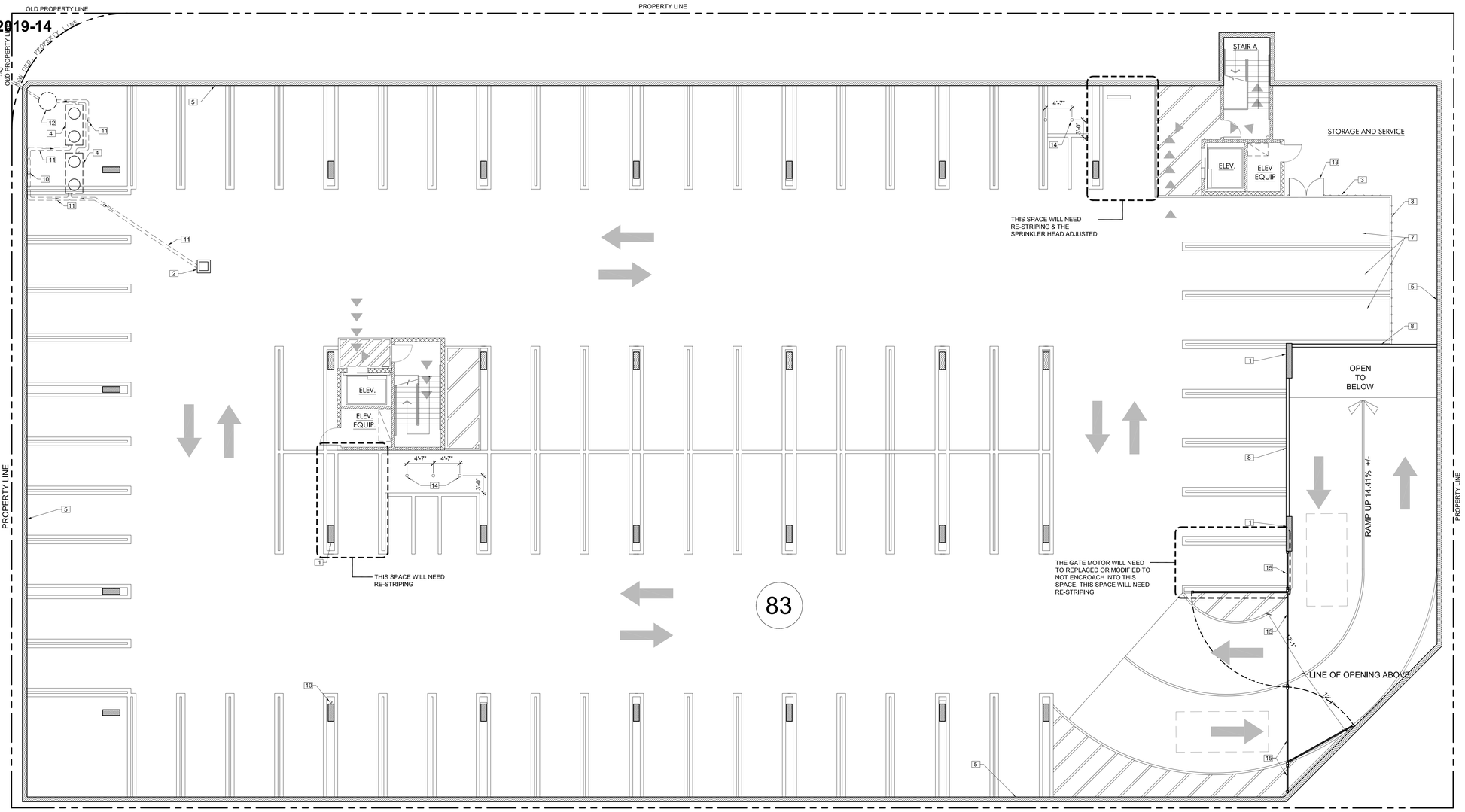
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CITY PLAZA
AT ESCONDIDO
300 S. ESCONDIDO BLVD.
ESCONDIDO, CA. 92025

HB&A Architects
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LICENSED ARCHITECT C.18627 04/30/21 STATE OF CALIFORNIA

DRAWN	CHECKED	DRAWING No.
AH	MBAK	T1.0
CAD FILE NO.		
0T1.0 MDP MOD		
PROJECT NO.		
1604.CityPlzR		
DATE		COVER SHEET
08.16.2018		



PARKING INFORMATION

ORIGINAL APPROVED SCOPE (PARKING RATIOS BASED ON 2007 DOWNTOWN SPECIFIC PLAN):

SPECIALTY RETAIL 1,950 S.F. @ 1/150 S.F.	13 SPACES
GENERAL RETAIL 3,255 S.F. @ 1/250 S.F.	13 SPACES
OFFICE SUITES 4,160 S.F. @ 1/300 S.F.	14 SPACES
(7) ONE BEDROOM UNITS @ 1.50 SPACES/UNIT	10.50 SPACES
(48) TWO BEDROOM UNITS @ 1.75 SPACES/UNITS:	84.0 SPACES
GUEST PARKING FOR 55 UNITS / 4:	13.75 SPACES
TOTAL REQUIRED SPACES PER DOWNTOWN SPECIFIC PLAN (2007):	148 SPACES (148.25)
REDUCTION PER 2007 PARKING STUDY	-22 SPACES
TOTAL REQUIRED SPACES:	126 SPACES
ACTUAL TOTAL PROVIDED SPACES:	122 SPACES[1]

THIS SCOPE HAD THE TENANT GYM IN UNIT 218 AND NO LEASING OFFICE

CURRENT PROJECT CONFIGURATION (PARKING RATIOS BASED ON CURRENT DOWNTOWN SPECIFIC PLAN):

COMMERCIAL SPACE 8,300 S.F. @ 1/250 S.F.	33.2 SPACES[2, 3]
(8) ONE BEDROOM UNITS @ 1.50 SPACES/UNITS:	12.0 SPACES
(47) TWO BEDROOM UNITS @ 1.75 SPACES/UNITS:	82.25 SPACES
GUEST PARKING FOR 55 UNITS / 4:	13.75 SPACES
TOTAL REQUIRED SPACES PER CURRENT DOWNTOWN SPECIFIC PLAN:	141 SPACES (141.2)
REDUCTION PER 2007 PARKING STUDY	-22 SPACES
TOTAL REQUIRED SPACES:	119 SPACES
TOTAL PROVIDED SPACES:	122 SPACES

THIS SCOPE HAD THE TENANT GYM AT GRADE LEVEL IN SUITE 101, CONVERTED UNIT 218 TO A 1-BEDROOM, AND CONVERTED THE 2-BEDROOM UNIT 404 INTO THE LEASING OFFICE.

PROPOSED PROJECT CONFIGURATION (PARKING RATIOS BASED ON CURRENT DOWNTOWN SPECIFIC PLAN):

COMMERCIAL SPACE 8,300 S.F. @ 1/250 S.F.	33.2 SPACES[2, 3]
(8) ONE BEDROOM UNITS @ 1.50 SPACES/UNITS:	12.0 SPACES
(48) TWO BEDROOM UNITS @ 1.75 SPACES/UNITS:	84.0 SPACES
GUEST PARKING FOR 56 UNITS / 4:	14.0 SPACES
TOTAL REQUIRED SPACES PER CURRENT DOWNTOWN SPECIFIC PLAN:	143 SPACES (143.2)
REDUCTION PER 2007 PARKING STUDY	-22 SPACES
TOTAL REQUIRED SPACES:	121 SPACES
TOTAL PROVIDED SPACES:	122 SPACES

THIS SCOPE HAS THE TENANT GYM AT GRADE LEVEL IN SUITE 101 AND CONVERTING UNIT 404 BACK TO A 2-BEDROOM UNIT, INCREASING OUR UNIT COUNT TO 56 UNITS

PARKING PROVIDED:

SUBTERRANEAN:	
RESIDENT (RESERVED):	59 (1 PER UNIT + 3 TANDEM SPACES)
RESIDENT AND EMPLOYEE (SHARED):	24
SUB-TOTAL:	83
GRADE-LEVEL:	
RESIDENTIAL GUEST AND COMMERCIAL CUSTOMER:	39
GRAND TOTAL:	122

1 DEFICIENCY RESULTED FROM INSTALLATION OF EQUIPMENT NECESSARY TO HANDLE WATER INTRUSION IN SUBTERRANEAN GARAGE
2 956 S.F. OF COMMERCIAL SPACE CONVERTED TO RESIDENTIAL AMENITY (FITNESS ROOM) WHICH HAS NO PARKING REQUIREMENT
3 ORIGINAL COMMERCIAL SQUARE FOOTAGE WAS MISIDENTIFIED; ACTUAL ORIGINAL COMMERCIAL SQUARE FOOTAGE WAS 9,256 S.F.

OVERALL LOWER LEVEL PLAN & PARKING PLAN

SCALE: 1/8"=1'-0"

LEGEND

- 10" CONCRETE WALL- REFER TO DRAWINGS F1.0, F2.0 & F3.0 FOR CONCRETE WALL SCHEDULE
- 8" CONCRETE WALL
- 6" CONCRETE WALL
- NON-RATED WALL-PROPOSED 6" MTL. STUD WALL @ 16" O.C. (U.N.O.) W/5/8" TYPE 'X' GYP. BD EACH SIDE,
- 1-HR RATED WALL-PROPOSED 6" MTL. STUD WALL @ 16" O.C. (U.N.O.) W/5/8" TYPE 'X' GYP. BD ON INTERIOR SIDE AND STUCCO AT EXTERIOR SIDE TO UNDERSIDE OF FLOOR. PROVIDE R-19 BATT INSULATION AT ALL EXTERIOR WALLS.
- 1-HR RATED WALL-PROPOSED 6" MTL. STUD WALL (DEMISING WALL) @ 16" O.C. (U.N.O.) W/5/8" TYPE 'X' GYP, BD EACH SIDE TO UNDERSIDE OF FLOOR.
- LINE OF WALL, BUILDING EDGE OR SOFFIT ABOVE.
- PATH OF EXIT TRAVEL

KEY NOTES

1. CONCRETE COLUMNS
2. 24"X24" BROOKS BOX FLOOR DRAIN IN CONCRETE SLAB
3. CHAIN LINK FENCE, SECURE TO BOTH FLOOR AND CEILING.
4. 320 GALLON SAND-OIL INTERCEPTOR, JENSEN MODEL #KJP320-SO
5. LIMIT OF BASEMENT WALL
6. NOT USED
7. TANDEM PARKING SPACES (3 TOTAL).
8. CONCRETE GUARDRAIL WALL
9. 4" DIA. CPVC OR ABS PIPE UNDER CONCRETE SLAB
10. 4" DIA. CPVC OR ABS PIPE FASTENED TO END OF CONCRETE COLUMN AND CONNECT TO PIPE UNDER SLAB.
11. 6" DIAMETER CPVC OR ABS PIPE UNDER CONCRETE SLAB
12. PUMP STATION
13. PAIR OF LOCKABLE 3'-0"x6'-0" GATES
14. 6" DIA. SURFACE MOUNTED CONCRETE BOLLARD,
15. WROUGHT IRON SECURITY FENCING AND AUTOMATIC GATES

CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

NO	DATE	REVISION
3		
2	05.30.19	PHG17-00026 P.C.C. #2
1	08.15.18	MASTER PLAN MOD. P.C.C. #1

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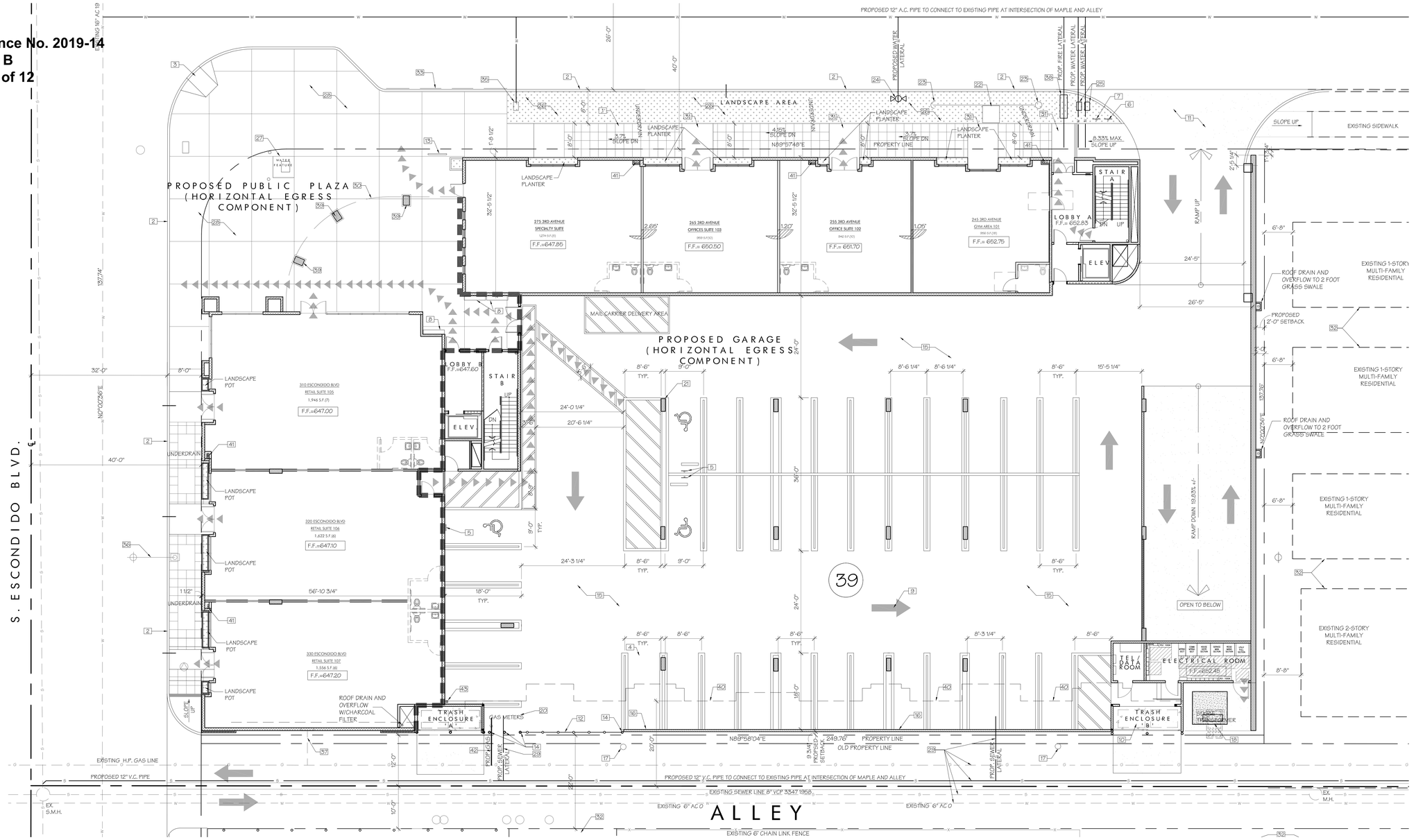
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LICENSED ARCHITECT — C-18627 — REGISTERED — STATE OF CALIFORNIA

DRAWN	CHECKED	DRAWING No.
AH	MBAK	A2.0
CAD FILE NO.		
0629.A2.0		
PROJECT NO.		
1604.CityPlzR		
DATE		LOWER LEVEL / PARKING PLAN
08.16.2018		



LEGEND

- 10" CONCRETE WALL
- 8" CONCRETE WALL
- 6" CONCRETE WALL
- 2-HR RATED WALL - PROPOSED 6" MTL. STUD WALL @ 24" O.C. (U.N.O.) W/ (2) LAYERS 5/8" TYPE 'X' GYP. BD. EACH SIDE
- 1-HR RATED INTERIOR WALL-PROPOSED 6" MTL. STUD WALL @ 16" O.C. (U.N.O.) W/5/8" TYPE 'X' GYP. BD EACH SIDE
- 1-HR RATED EXTERIOR WALL-PROPOSED 6" MTL. STUD WALL @ 16" O.C. (U.N.O.) W/5/8" TYPE 'X' GYP. BD ON EACH INTERIOR SIDE AND STUCCO AT EXTERIOR SIDE TO UNDERSIDE OF FLOOR., PROVIDE R-19 BATT INSULATION AT ALL EXTERIOR WALLS.
- 1-HR RATED DEMISING WALL-PROPOSED 6" MTL. STUD WALL @ 16" O.C. (U.N.O.) W/5/8" TYPE 'X' GYP. BD EACH SIDE TO UNDERSIDE OF FLOOR ABOVE
- PATH OF EXIT TRAVEL
- 2-HR. RATED HORIZONTAL EXIT WALL (OCCUPANCY SEPARATION).

GENERAL NOTES

1. ALL OFFSITE MODIFICATIONS (STREET AND ALLEY) ARE TO BE PER IMPROVEMENT PLANS.
2. ALL FOUNDATION WORK WILL BE COMPLETED UNDER A SEPARATE PERMIT.
3. MINIMUM HEAD CLEARANCE UNDER BEAMS, PIPING, DUCTING, CONDUITS AND EQUIPMENT AS FOLLOWS:
   a) 8'-2" MIN. AT ACCESSIBLE PARKING SPACES AND DRIVEWAYS TO AND FROM EACH ACCESSIBLE PARKING SPACE.
   b) 7'-0" MIN. THE REST OF GARAGE AREA.

KEY NOTES

1	CONCRETE SIDEWALK (6'-0" MIN.)
2	EXISTING CONCRETE CURB & GUTTER
3	CORNER RAMP
4	NUMBERS INDICATE NUMBER OF PARKING STALLS
5	ACCESSIBLE PARKING SIGNAGE
6	ACCESSIBLE SITE SIGNAGE
7	PUBLIC PARKING SIGNAGE
8	POSTAL SERVICE MAIL BOXES
9	TRAFFIC DIRECTION ARROW
10	TRASH ENCLOSURES
11	CONCRETE APRON
12	ACCESS AT ALLEY FOR EMERGENCY ACCESS ONLY. BLOCK WITH HEAVY GAUGE CHAIN BETWEEN BOLLARDS AND TO REMAIN LOCKED AT ALL TIMES.
13	BIKE RACK UNIT
14	PIPE BOLLARDS. LOCATE ON BOTH SIDES OF EXIT AT ALLEY. LOCATED AT GAS METERS
15	CONCRETE SLAB PARKING AREA
16	42" HIGH GARDEN WALL - FINISHED BOTH SIDES
17	EXISTING POWER POLE AT ALLEY TO BE REMOVED BY SDG&E.
18	SDG&E TRANSFORMER AREA
19	NOT USED
20	GAS METERS
21	TYPICAL CONCRETE POST COLUMN
22	SDG&E TERMINAL BOX
23	EXISTING POWER POLE AND GUY WIRE
24	FIRE HYDRANT
25	WATER METERS
26	LANDSCAPE AREA WITH GRASS SWALES
27	STATUE AND WATER FEATURE
28	LANDSCAPED CONCRETE SURFACED PLAZA AREA
29	UTILITIES
30	PODIUM OUTLINE (AT 2ND LEVEL) AND EXTENT OF HORIZONTAL EXIT.
31	CONCRETE LANDING AT RAMP AREAS
32	EXISTING ADJACENT STRUCTURE.
33	DESIGNATED LOADING ZONE AREA. CURB TO PAINTED WHITE WITH LETTERS PAINTED TO READ "LOAD ZONE PARKING ONLY."
34	NOT USED
35	PROP. 1" IRRIGATION METER BOX
36	EXISTING STREET LIGHT
37	~~EXISTING GAS LATERAL AND MANIFOLD TO BE REMOVED BY SDG&E OR CONTRACTOR.~~
38	DOUBLE CHECK DETECTOR/ BACK-FLOW PREVENTER LOCATED MINIMUM 3' CLEAR FROM POWER POLE.
39	TYP. STRUCTURAL COLUMN AT UNDERSIDE OF TERRACE.
40	TYP. OUTLINE OF PODIUM AND RESIDENTIAL UNITS ABOVE
41	ROOF & OVERFLOW DRAINS
42	GAS LATERAL
43	SURFACE MOUNTED GRATE

CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

NO	DATE	REVISION
2	05.30.19	PHG17-00026 P.C.C. #2
1	08.15.18	MASTER PLAN MOD. P.C.C. #1

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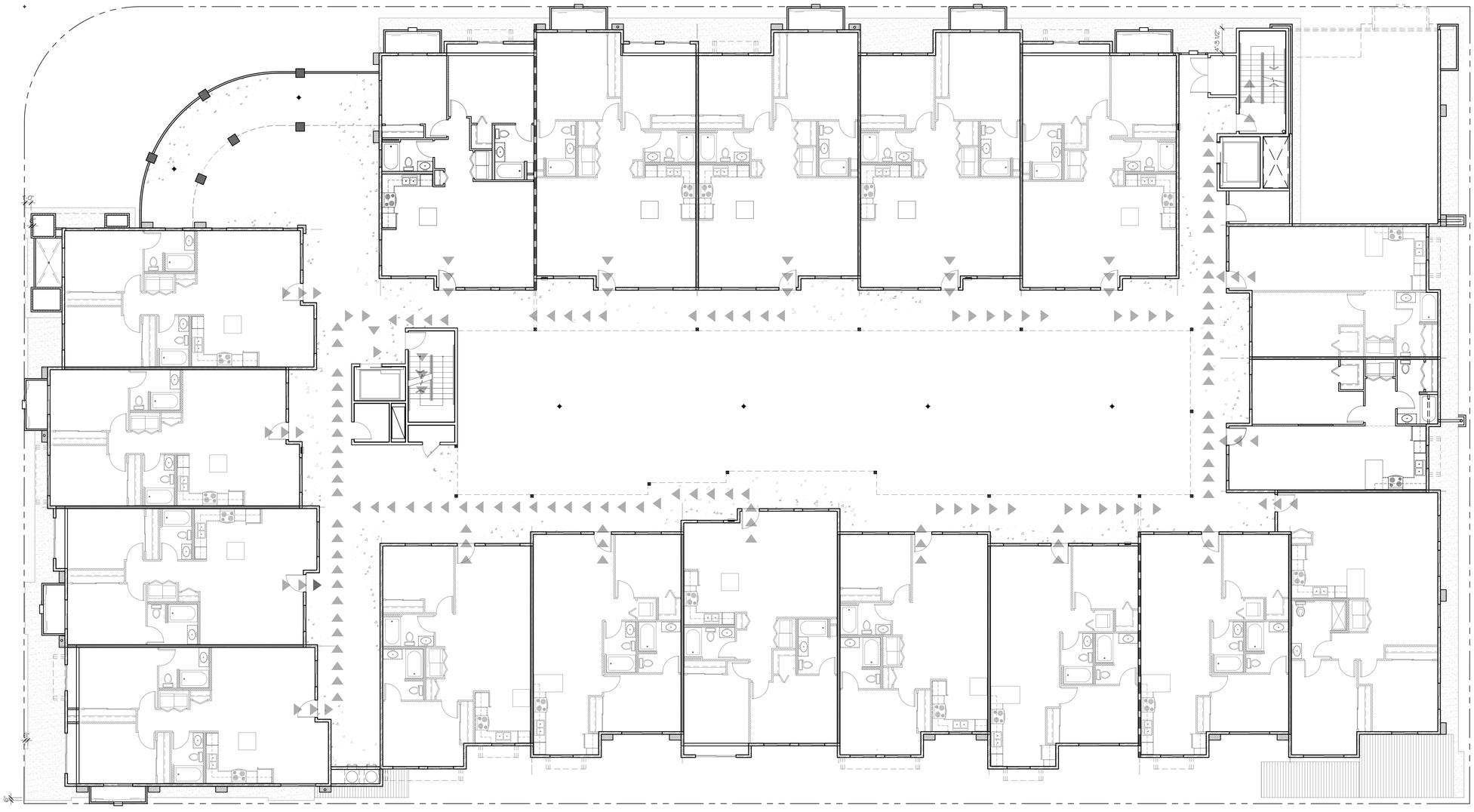
HB&A Architects
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(760) 738-8608 FAX: (760) 738-8619
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LICENSED ARCHITECT — STATE OF CALIFORNIA — C18627 — 04/30/21

DRAWN AH / CHECKED MBAK	DRAWING No. A2.1
CAD FILE NO. 0629.A1.1	
PROJECT NO. 1604_CtyPlzR	
DATE 08.16.2018	OVERALL SITE PLAN

OVERALL SITE PLAN & PARKING PLAN

SCALE: 1"=10'-0"



OVERALL SECOND LEVEL FLOOR PLAN

SCALE: 1/8"=1'-0"

LEGEND

- 1-HR RATED (U.N.O.) WALL-PROPOSED 2x6 STUD WALL @ 16" O.C. W/5/8" TYPE 'X' GYP. BD ON INTERIOR SIDE AND 7/8" CEMENT PLASTER AT EXTERIOR SIDE. SEE 6/A9.1
- 1-HR RATED PARTY WALL-PROPOSED @ 2X4 STUDS (3X4 @ SECOND LEVEL) @ 16" O.C. STAGGERED 8" O.C. ON 2x6 PLATES W/ 5/8" TYPE "X" GYP. BD. OVER RESILIENT CHANNELS ON ONE SIDE AND 5/8" TYPE "X" ON OPPOSITE SIDE. SEE 5/A9.1
- 2 HOUR RATED AREA SEPARATION WALL - PROPOSED 2X4 STUDS (3X4 @ SECOND LEVEL) @ 16" O.C., STAGGERED 8" O.C. ON 2x6 PLATES W/ (2) LAYERS 5/8" TYPE "X" GYP. BD. EACH SIDE. SEE 1/A9.1 & 2/A9.1
- 1 HOUR RATED WALL - PROPOSED 2x6 STUD WALL @ 16" O.C. W/ 5/8" TYPE "X" GYP. BD. EACH SIDE. SEE 10/A9.1
- 1 HOUR RATED INTERIOR NON-BEARING WALL - PROPOSED 2x4 STUD WALL @ 16" O.C. W/ 5/8" TYPE "X" GYP BD. EACH SIDE. SEE 10/A9.1
- 2'-0"x1'-0" FOAM RELIEF, SEE EXTERIOR ELEVATIONS
- 1 HOUR RATED BALCONY - PROPOSED 1½" LIGHTWEIGHT CONCRETE OVER SUBFLOOR (PER STRUCTURAL) W/ 7/8" CEMENT PLASTER OVER 5/8" PARTICLE BOARD AT CEILING. SEE 15/A9.1 AND 8/A9.1

LINE OF WALL, BUILDING EDGE OR SOFFIT ABOVE. SEE SHEET 3.0 FOR REFLECTED CEILING PLAN.

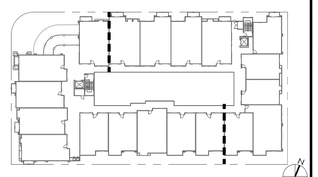
5'-0" INDICATION OF MIN. 5 FEET CLEAR DISTANCE FOR ACCESSIBILITY WITHIN SPACE

PATH OF EXIT TRAVEL

GENERAL NOTES

1. ALL DIMENSIONS ARE TO THE FACE OF THE STUD UNLESS OTHERWISE NOTED.
2. ALL INTERIOR WALLS SHALL GO UP TO ROOF JOISTS, RAFERS OR BOTTOM OF CHORD OF TRUSSES UNLESS OTHERWISE INDICATED ON REFLECTED CEILING PLANS OR BUILDING SECTIONS.
3. GRAB BARS, TOILET PARTITIONS, LAVATORY COUNTER TOPS AND CABINETS SHALL BE ANCHORED TO SOLID BLOCKING IN WALLS.
4. SEE STRUCTURAL DRAWINGS FOR HEADER, BEAMS, FOUNDATION AND DETAILS. SEE FRAMING AND FOUCATNION PLANS FOR DETAILS AND SHEAR WALL SCHEDULES.
5. PENETRATIONS OF FIRE RESISTIVE WALLS, FLOOR/CEILING AND ROOF/CEILING SHALL BE PROTECTED AS REQUIRED IN CBC SEC. 709 & 710

KEY MAP



CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

NO	DATE	REVISION
3	05.30.19	PHG17-00026 P.C.C. #2
2	08.15.18	MASTER PLAN MOD. P.C.C. #1
1		

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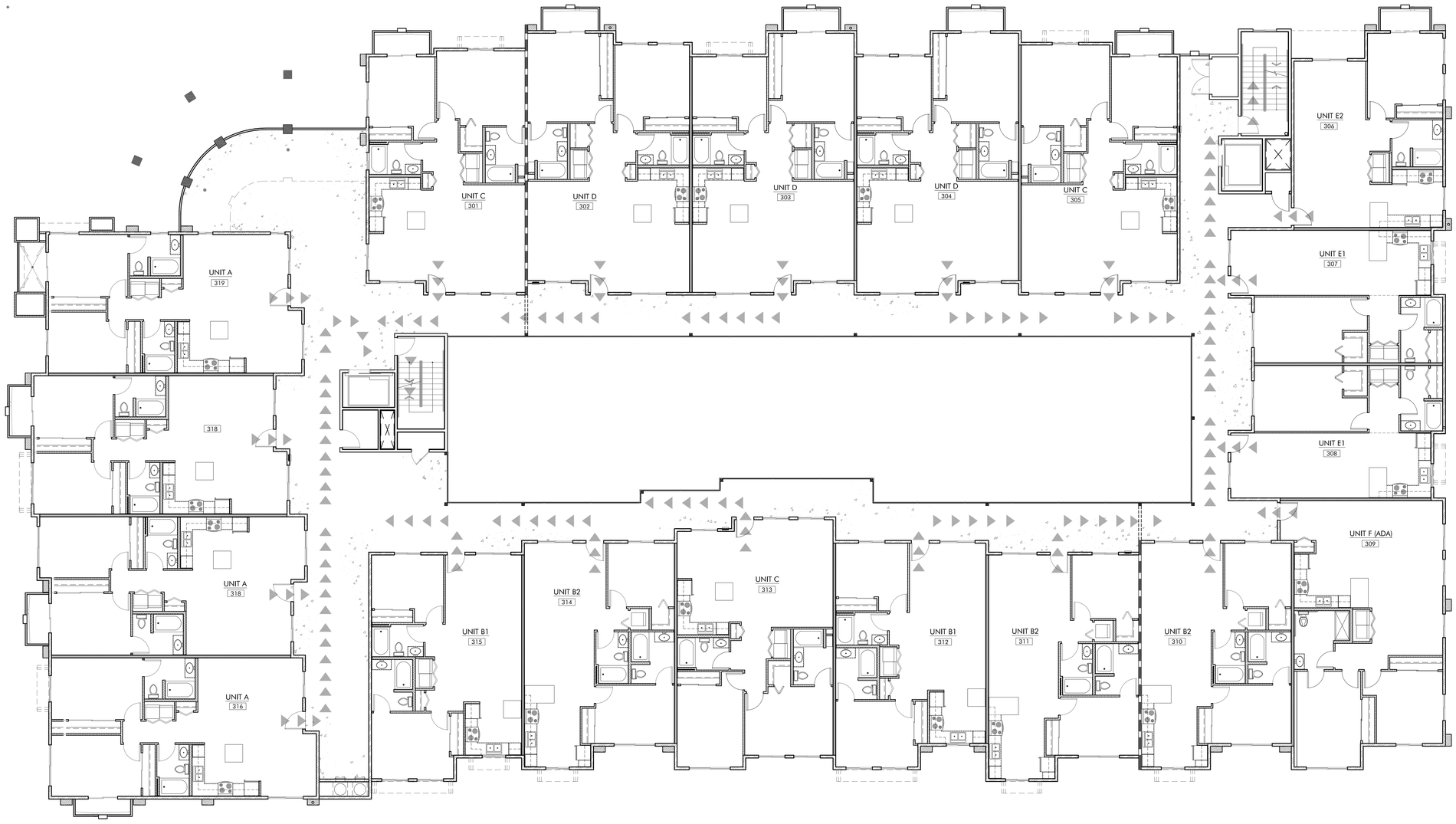
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LICENSED ARCHITECT — STATE OF CALIFORNIA — C-18627 — RENEWAL 08/31/21

DRAWN	CHECKED	DRAWING No.
AH	MBAK	A2.2
CAD FILE NO. 0629.A2.2		
PROJECT NO. 1604.CtyPlzR		
DATE 08.16.2018		FLOOR PLAN



OVERALL 3RD LEVEL PLAN

SCALE: 1/8"=1'-0"

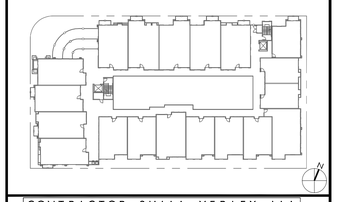
LEGEND

- 1-HR RATED (U.N.O.) WALL-PROPOSED 2x6 STUD WALL @ 16" O.C. W/5/8" TYPE 'X' GYP. BD ON INTERIOR SIDE AND ⅞" CEMENT PLASTER AT EXTERIOR SIDE. SEE 6/A9.1
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KEY MAP



CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

NO	DATE	REVISION
7	12.14.17	CLIENT REVISIONS
6	06.08.17	FRAMING CHANGES
5	01.17.17	PARAPET DESIGN CHANGE
4	09.07.16	BUILDING DEPARTMENT P.C.C.
3	08.05.16	PLAN UPDATES
2	07.19.16	FIRE DEPT. P.C.C. #2
1	06.16.16	FIRE DEPT. COMMENTS

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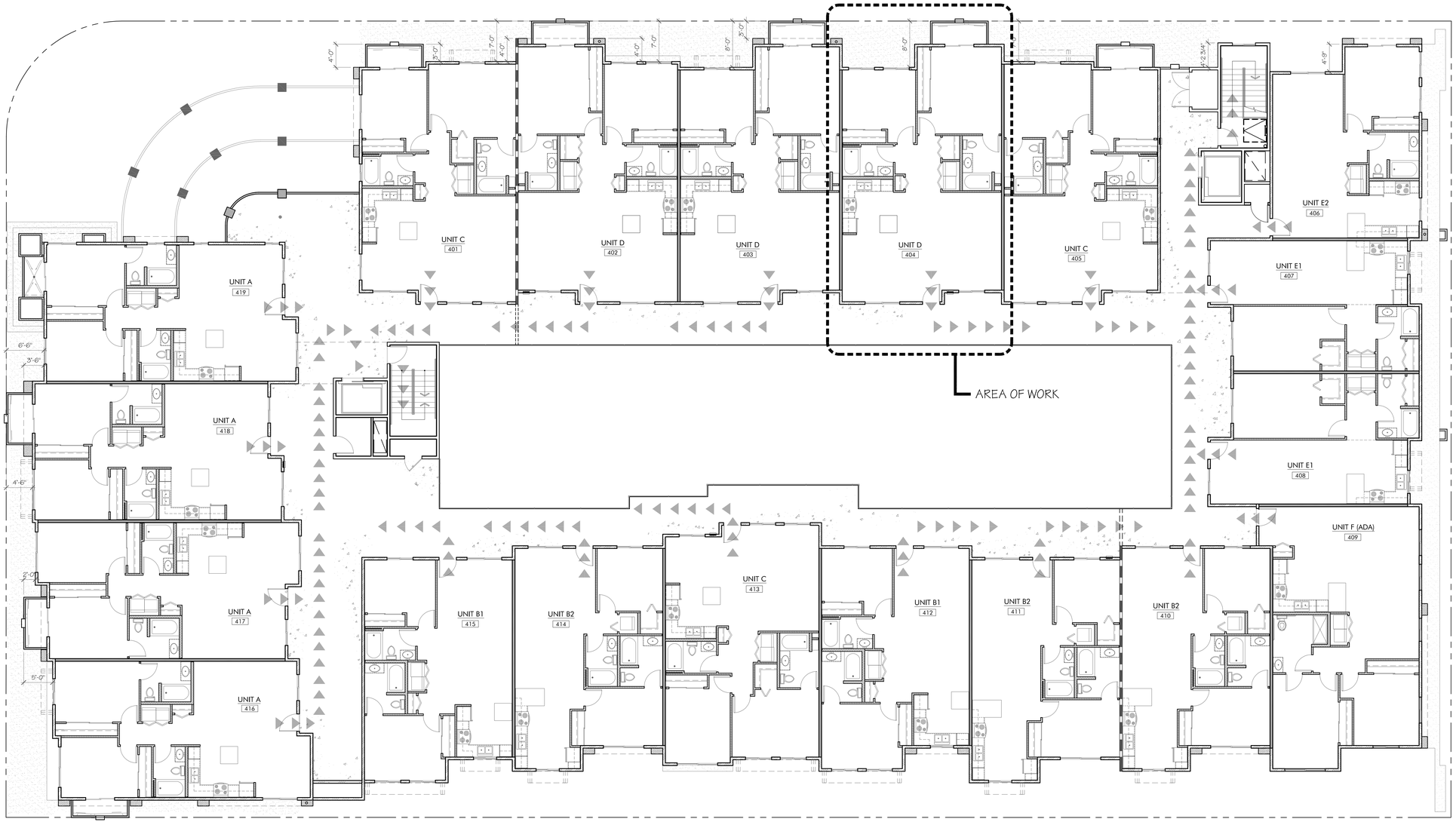
CITY PLAZA AT ESCONDIDO

328 S. ESCONDIDO BLVD.
ESCONDIDO, CA. 92025

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LICENSED ARCHITECT — C-18627 — 06/30/19 — STATE OF CALIFORNIA

DRAWN AH	CHECKED MBAK	DRAWING No. A2.3
CAD FILE NO. 0629.A2.4		
PROJECT NO. 1604.CtyPlzR		
DATE 12.14.2017		3RD LEVEL PLAN



OVERALL FOURTH LEVEL FLOOR PLAN

SCALE: 1/8"=1'-0"

LEGEND

- 1-HR RATED (U.N.O.) WALL-PROPOSED 2x6 STUD WALL @ 16" O.C. W/5/8" TYPE 'X' GYP. BD ON INTERIOR SIDE AND 7/8" CEMENT PLASTER AT EXTERIOR SIDE. SEE 6/A9.1
- 1-HR RATED PARTY WALL-PROPOSED @ 2X4 STUDS (3X4 @ SECOND LEVEL) @ 16" O.C. STAGGERED 8" O.C. ON 2x6 PLATES W/ 5/8" TYPE 'X' GYP. BD. OVER RESILIENT CHANNELS ON ONE SIDE AND 5/8" TYPE 'X' ON OPPOSITE SIDE. SEE 5/A9.1
- 2 HOUR RATED AREA SEPARATION WALL - PROPOSED 2X4 STUDS (3X4 @ SECOND LEVEL) @ 16" O.C., STAGGERED 8" O.C. ON 2x6 PLATES W/ (2) LAYERS 5/8" TYPE 'X' GYP. BD. EACH SIDE. SEE 1/A9.1 & 2/A9.1
- 1 HOUR RATED WALL - PROPOSED 2x6 STUD WALL @ 16" O.C. W/ 5/8" TYPE 'X' GYP. BD. EACH SIDE. SEE 10/A9.1
- 1 HOUR RATED INTERIOR NON-BEARING WALL - PROPOSED 2x4 STUD WALL @ 16" O.C. W/ 5/8" TYPE 'X' GYP BD. EACH SIDE. SEE 10/A9.1
- 2'-0"x1'-0" FOAM RELIEF, SEE EXTERIOR ELEVATIONS
- 1 HOUR RATED BALCONY - PROPOSED 1½" LIGHTWEIGHT CONCRETE OVER SUBFLOOR (PER STRUCTURAL) W/ 7/8" CEMENT PLASTER OVER 5/8" PARTICLE BOARD AT CEILING. SEE 15/A9.1 AND 8/A9.1

LINE OF WALL, BUILDING EDGE OR SOFFIT ABOVE. SEE SHEET 3.0 FOR REFLECTED CEILING PLAN.

5'-0" INDICATION OF MIN. 5 FEET CLEAR DISTANCE FOR ACCESSIBILITY WITHIN SPACE

PATH OF EXIT TRAVEL

GENERAL NOTES

1. ALL DIMENSIONS ARE TO THE FACE OF THE STUD UNLESS OTHERWISE NOTED.
2. ALL INTERIOR WALLS SHALL GO UP TO ROOF JOISTS, RAFEKS OR BOTTOM OF CHORD OF TRUSSES UNLESS OTHERWISE INDICATED ON REFLECTED CEILING PLANS OR BUILDING SECTIONS.
3. GRAB BARS, TOILET PARTITIONS, LAVATORY COUNTER TOPS AND CABINETS SHALL BE ANCHORED TO SOLID BLOCKING IN WALLS.
4. SEE STRUCTURAL DRAWINGS FOR HEADER, BEAMS, FOUNDATION AND DETAILS. SEE FRAMING AND FOUCATNION PLANS FOR DETAILS AND SHEAR WALL SCHEDULES.
5. PENETRATIONS OF FIRE RESISTIVE WALLS, FLOOR/CEILING AND ROOF/CEILING SHALL BE PROTECTED AS REQUIRED IN CBC SEC. 709 & 710

KEY MAP



CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

7	12.14.17	CLIENT REVISIONS
6	06.08.17	FRAMING CHANGES
5	01.17.17	PARAPET DESIGN CHANGE
4	09.07.16	BUILDING DEPARTMENT P.C.C.
3	08.05.16	PLAN UPDATES
2	07.19.16	FIRE DEPT. P.C.C. #2
1	06.16.16	FIRE DEPT. COMMENTS
NO	DATE	REVISION

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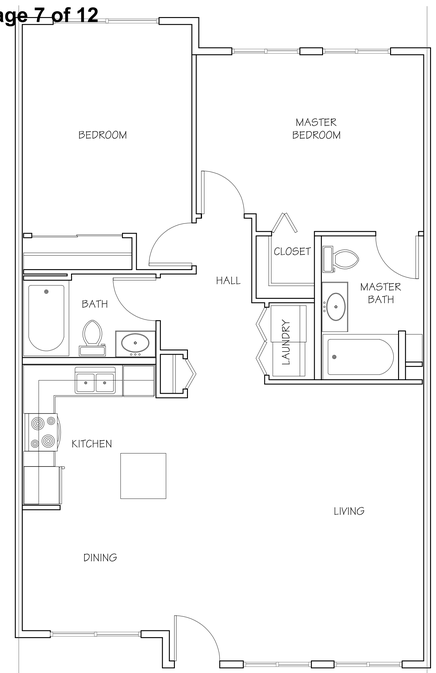
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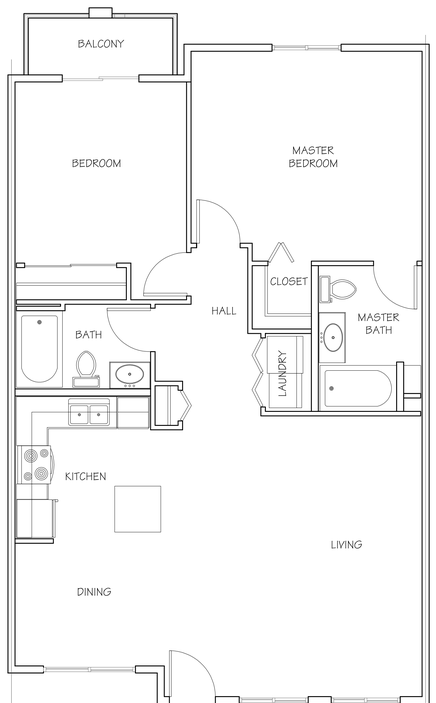
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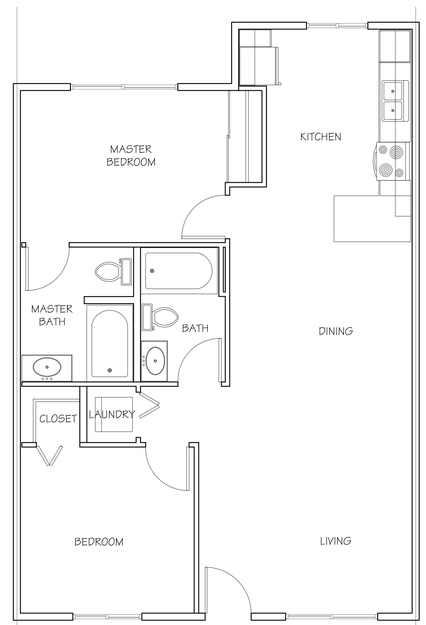
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CAD FILE NO. 0629.A2.4		
PROJECT NO. 1604.CtyPlzR		
DATE 12.14.2017		4TH LEVEL PLAN



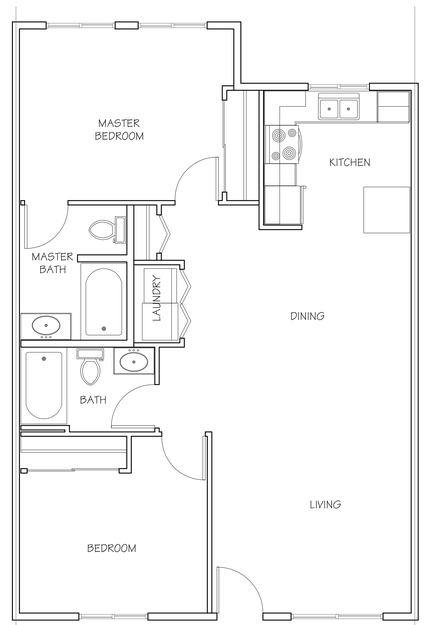
3 TOTAL UNITS — UNIT C1



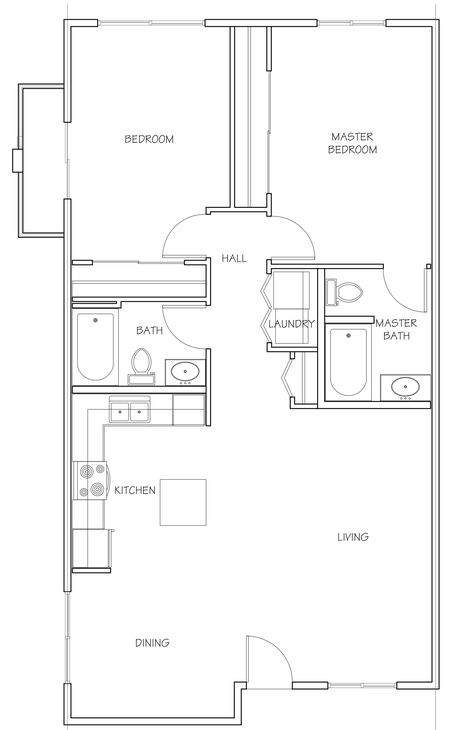
6 TOTAL UNITS — UNIT C



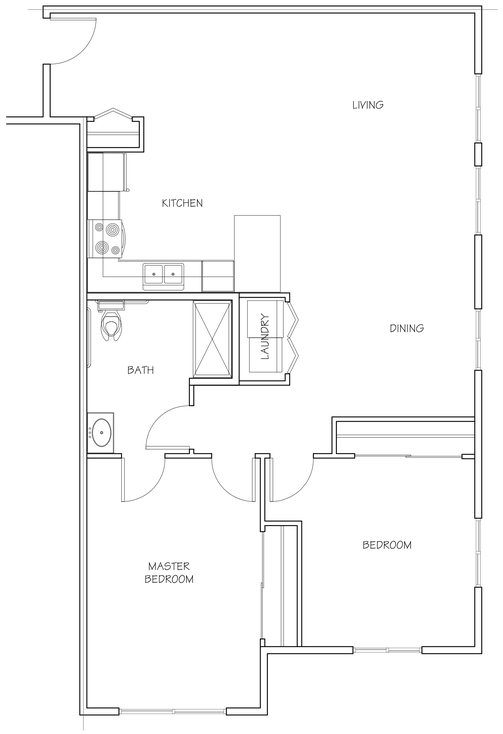
9 TOTAL UNITS — UNIT B2



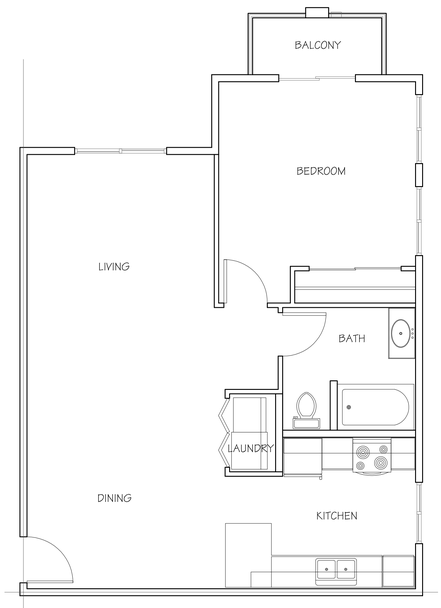
6 TOTAL UNITS — UNIT B1



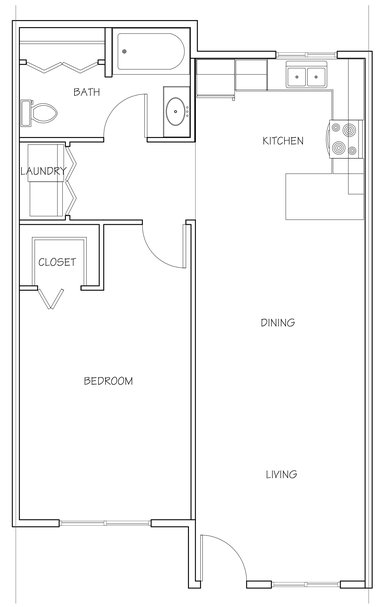
12 TOTAL UNITS — UNIT A



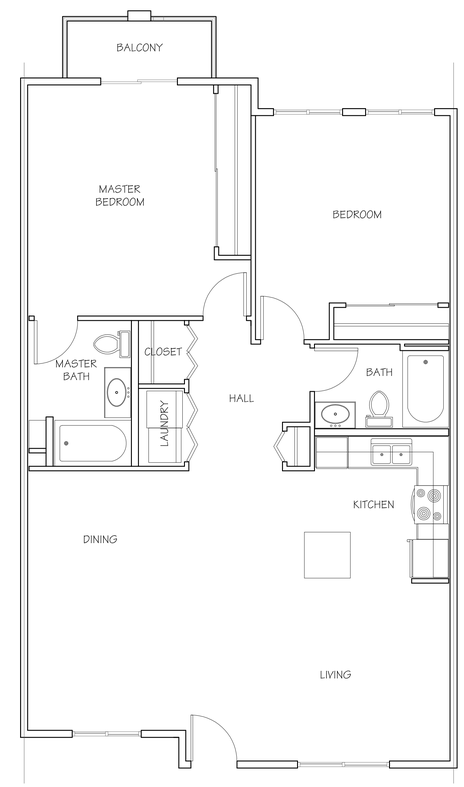
3 TOTAL UNITS — UNIT "F" (ADA)



2 TOTAL UNITS — UNIT "E2"



5 TOTAL UNITS — UNIT "E1"



8 TOTAL UNITS — UNIT D
1 NEW UNIT

UNIT PLANS

SCALE: 1/4"=1'-0"

RESIDENTIAL UNIT INFORMATION

55 TOTAL EXISTING UNITS:

1-BEDROOM UNITS		(8 TOTAL EXISTING)
UNIT 'E1'	(6) UNITS	745 S.F.
UNIT 'E2'	(2) UNITS	778 S.F.
2-BEDROOM UNITS		(47 TOTAL EXISTING)
UNIT 'A'	(12) TOTAL UNITS	
	(3) UNITS	1,032 S.F.
	(3) UNITS	1,055 S.F.
	(6) UNITS	984 S.F.
UNIT 'B1'	(6) TOTAL UNITS	928 S.F.
UNIT 'B2'	(9) TOTAL UNITS	916 S.F.
UNIT 'C'	(6) TOTAL UNITS	1,065 S.F.
UNIT 'C1'	(3) TOTAL UNITS	1,075 S.F.
UNIT 'D'	(8) TOTAL UNITS	
	(3) UNITS	1,168 S.F.
	(4) UNITS	1,142 S.F.
UNIT 'F'	(3) TOTAL UNITS	1,107 S.F.
	TOTAL	55 UNITS

PROPOSED CONVERSION:

2-BEDROOM UNIT		(1 NEW UNIT)
UNIT 'D'	(1) UNIT	1,142 S.F.
	TOTAL	56 UNITS

CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

NO	DATE	REVISION
7		
6		
5		
4		
3		
2	05.30.19	PHG17-00026 P.C.C. #2
1	08.15.18	MASTER PLAN MOD. P.C.C. #1

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DRAWN	CHECKED	DRAWING No.
AH	MBAK	A2.5
CAD FILE NO.		
0629.A2.3		
PROJECT NO.		
1604.CityPlzR		
DATE		UNIT PLANS
08.16.2018		



NORTH ELEVATION (3RD AVENUE SIDE)



WEST ELEVATION (ESCONDIDO BLVD SIDE)

EXTERIOR ELEVATIONS (STREET SIDE)

SCALE: 1/8"=1'-0"

LEGEND

1. STUCCO COLOR TO MATCH SHWERWIN-WILLIAMS "AVALANCHE" CL 3262W
2. STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "ARIZONA WHITE" LRV84
3. STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "PALE KHAKI" CL 2924D
4. STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "BUZZARD" CL 1485D
5. STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "LA MANCHA" CL 3024M
6. "BLACK" POWDER COATED WROUGHT IRON HANDRAIL
7. ALUMINUM WINDOW FRAMES, TO MATCH SHERWIN-WILLIAMS "ARIZONA WHITE" LRV84
8. STOREFRONT WINDOWS DARK BRONZE ANODIZED FRAME
9. ROOF TILE TO MATCH EAGLE ROOFING PRODUCTS, "PONDEROSA 5582, FAWN GREY" FLASHED
10. TWO-HOUR AREA SEPARATION WALL
11. METAL AWNING POWDER COATED TO MATCH FRAZEE "ROSAMUND" CL2664M
12. LUMI-CRON CLOCK
13. STONE VENEER- ELDORADO STONE "RUSTIC LEDGE, SAWTOOTH"

DATUM NOTE:
REFER TO PRECISE GRADING PLANS FOR ALL FINISH FLOOR ELEVATIONS AT BASEMENT LEVEL AND 1ST LEVEL

CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

NO	DATE	REVISION
3	05.30.19	PHG17-00026 P.C.C. #2
2	08.15.18	MASTER PLAN MOD. P.C.C. #1
1		

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DRAWN	CHECKED	DRAWING No.
AH	MBAK	A2.6
CAD FILE NO. 0629.A6.0		
PROJECT NO. 1604.CityPlzR		
DATE 08.16.2018		STREET SIDE EXT ELEVATIONS

Ordinance No. 2019-14
Exhibit B
Page 9 of 12



SOUTH ELEVATION (ALLEYWAY SIDE)



EAST ELEVATION (NORTH PROPERTY LINE SIDE)

EXTERIOR ELEVATIONS (ALLEYWAY AND BACKSIDE)

SCALE: 1/8"=1'-0"

LEGEND

1. STUCCO COLOR TO MATCH SHWERWIN-WILLIAMS "AVALANCHE" CL 3262W
2. STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "ARIZONA WHITE" LRV84
3. STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "PALE KHAKI" CL 2924D
4. STUCCO COLOR TO MATCH SHERWIN-WILLIAMS "BUZZARD" CL 1485D
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6. "BLACK" POWDER COATED WROUGHT IRON HANDRAIL
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8. STOREFRONT WINDOWS DARK BRONZE ANODIZED FRAME
9. ROOF TILE TO MATCH EAGLE ROOFING PRODUCTS, "PONDEROSA 5582, FAWN GREY" FLASHED
10. STONE VENEER- ELDORADO STONE "RUSTIC LEDGE, SAWTOOTH"
11. TRASH ENCLOSURE SOLID CORRUGATED STEEL ROOF STRUCTURE
12. TRASH ENCLOSURE
13. TRANSFORMER
14. TRANSFORMER ENCLOSURE
15. AREA DEDICATED TO GAS METERS AND AT&T SERVICE PEDESTAL.
16. 2 HR. AREA SEPARATION WALL.
17. BOTTOM OF PODIUM, STUCCO FACE OF EXPOSED PODIUM SURFACES
18. CONCRETE SLAB CAP
19. 2" THK. CORRUGATED METAL TOP OVER FIRE TREATED WOOD MEMBER AS COVER OVER TRASH ENCLOSURE
20. STEEL TRASH DOORS TO SLIDE HORIZONTALLY WITHIN GROOVE OF CONCRETE SLAB
21. CMU BLOCK WALL WITH STUCCO FINISH

DATUM NOTE:
REFER TO PRECISE GRADING PLANS FOR ALL FINISH FLOOR ELEVATIONS AT BASEMENT LEVEL AND 1ST LEVEL

CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD

NO	DATE	REVISION
3		
2	05.30.19	PHG17-00026 P.C.C. #2
1	08.15.18	MASTER PLAN MOD. P.C.C. #1

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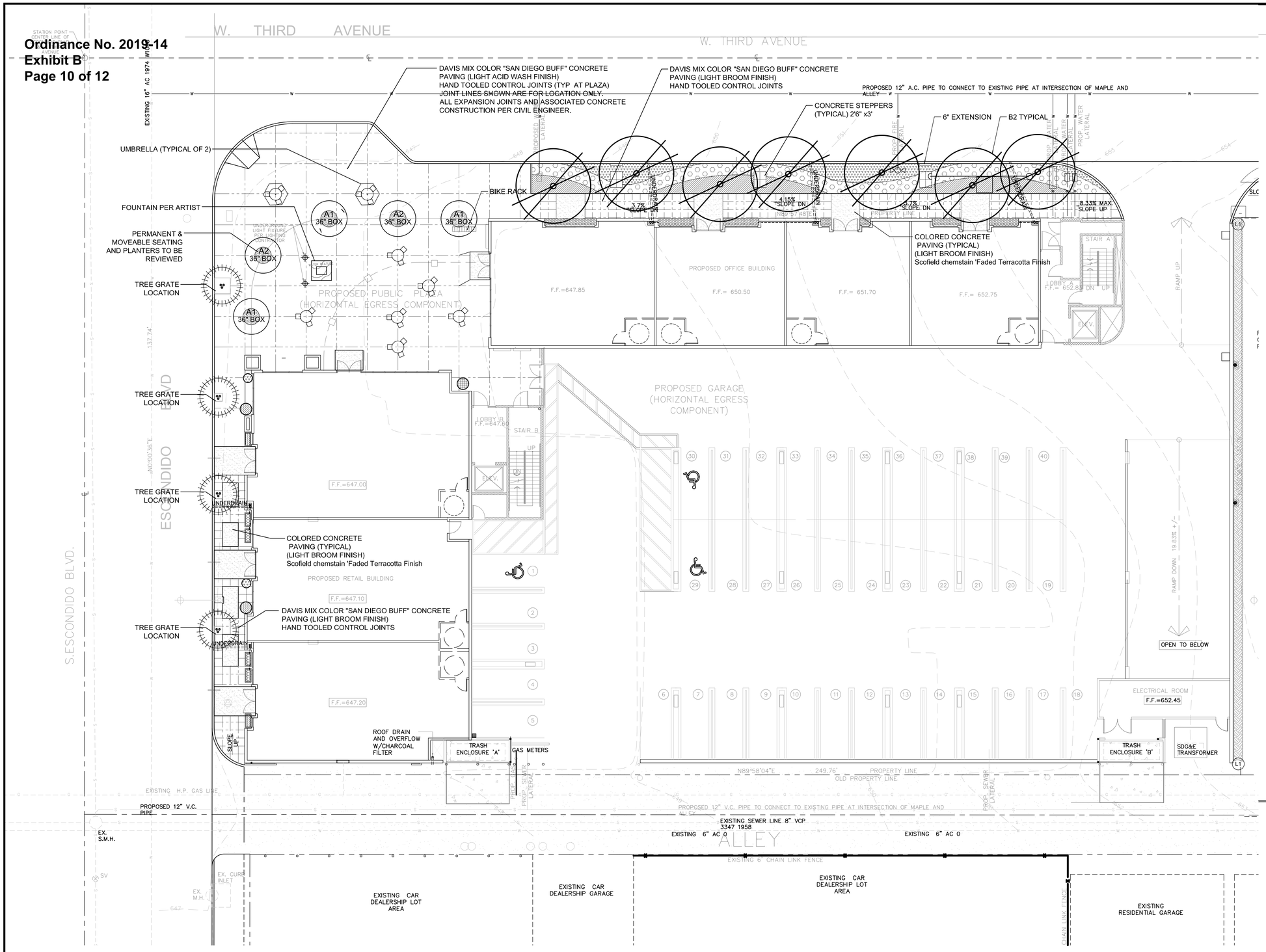
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DRAWN	CHECKED	DRAWING No.
AH	MBAK	A2.7
CAD FILE NO.		
0629.A6.1		
PROJECT NO.		
1604.CityPlzR		
DATE		STREET SIDE EXT ELEVATIONS
08.16.2018		



NOTE:
1. THE 2x3 CONCRETE STEPPING PAD THROUGH THE PARKWAY PLANTER AREA TO THE SIDEWALK AREA ALONG 3RD AVENUE ARE TO BE ALIGNED WITH THE ENDS OF THE PARALLEL PARKING SPACES ALONG THE CURB AS SHOWN ON THE STREET/ SIDEWALK IMPROVEMENT PLANS OR AS MEASURED IN 22-FOOT LONG INCREMENTS ALONG THE CURB STARTING AT THE CORNER SIDEWALK BULB OUT.

PLANT LEGEND

TREES

SYM	BOTANICAL NAME	COMMON NAME
A1	Cercis Canadensis 'Forest Pansy'	Red Bud
A2	Acer Palmatum	Japanese Maple
B2	Rhus Lancea	African Sumac
	Lagerstroemia Indica	Crape Myrtle - multi trunk

SHRUBS

SYM	BOTANICAL NAME	COMMON NAME
L1	Agave attenuata	Fox tail Agave
	Equisetum hyemale	Horsetail reed grass
	Senecio Vitatis	Bush Blue Pickle
	Carex tumicola	Berkeley Sedge
	Aloe Rudikoppe 'Little Gem'	N.C.N.
	Trachelospermum Jasminoides	Star Jasmine
	Gardenia	Gardenia Hybrid
	Rosmarinus O. 'ProstraTus'	Rosemary Groundcover
	Mulch	

Hardscape Features Such as:

- Bench 160-60 By DuMor Site Furnishings(949)552-1130
- 34" 'Curtis' Planter pots By Stone Yard Inc.(858)586-1580
- 22.5" 'Curtis' Planter pots by Stone Yard Inc.(858)586-1580
- 42"x18"x20" Curtis Planter By Stone Yard Inc. (858) 586-1580
- Dolce 31" Table by Smith + Hawken w/ Dolce armchair, finishes to be gun metal
- FOUNTAIN BY OTHERS
- CONCRETE PAVING WITH SAWCUTS AS SHOWN.
- DOWN LIGHT BY UNIQUE LIGHTING SYSTEMS (800) 955-4831 COMET MODEL W/ BRASS FINISH

PLANTING NOTES:

The selection of plant material is based on cultural, aesthetic, and maintenance considerations. All planting areas shall be prepared with soil conditioner, fertilizers, and appropriate supplements based upon soil samples taken from the site. The planting design and conceptual plant palette shall conform to the City of Escondido Design Standards. The design shall provide color, and textural contrasts with emphasis on Historical planting. Enhancement of entries shall be provided with both accent planting and paving.

LANDSCAPE PLANTING PLAN

NO	DATE	REVISION

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PLOT DATE: 09-08-16

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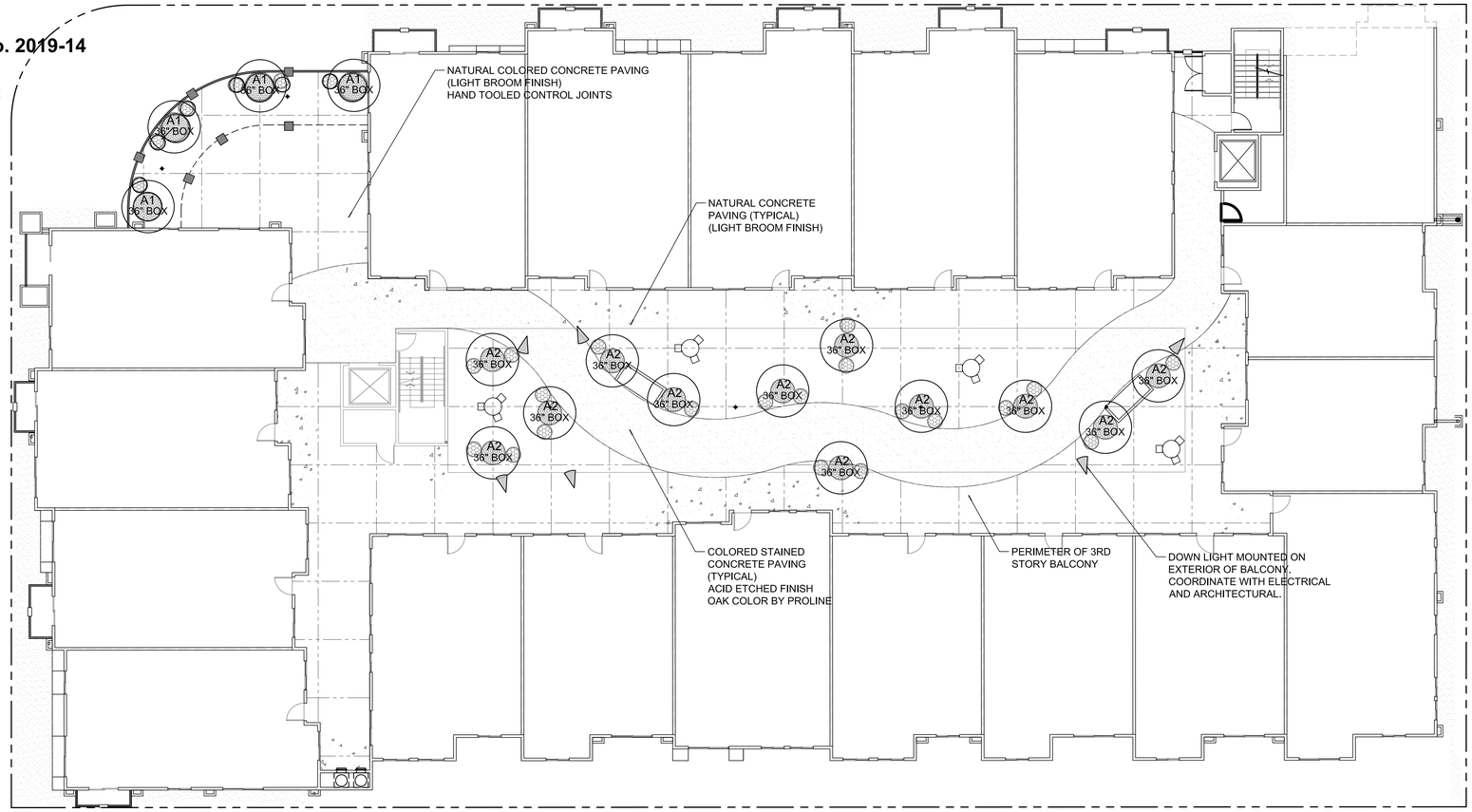
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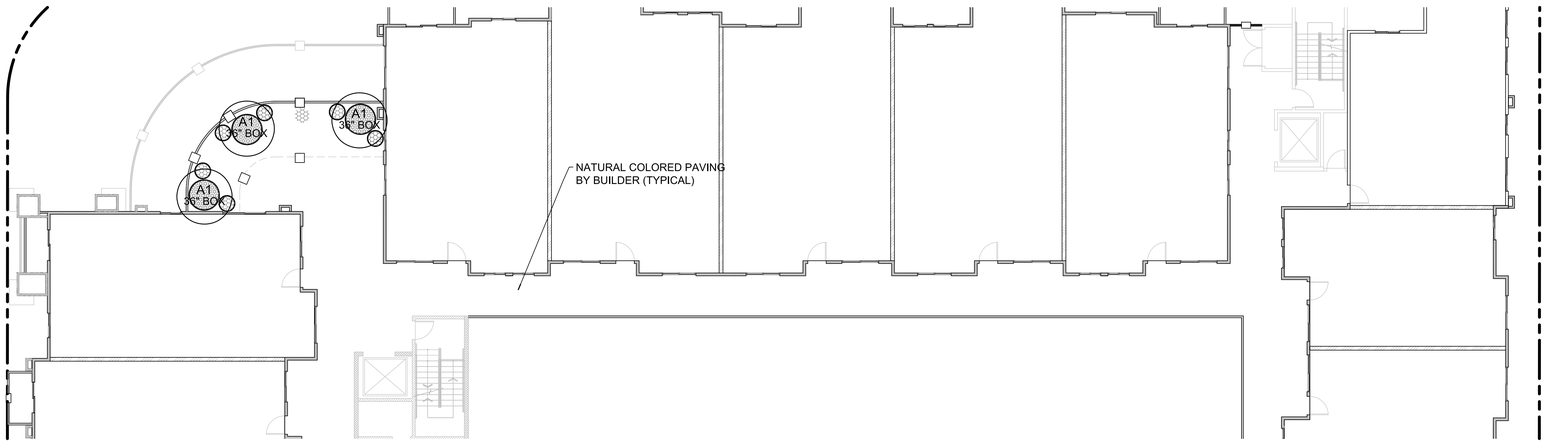
SCALE: - 1" =10'

STEPHEN R. COPLEY
LANDSCAPE ARCHITECTURE · PLANNING · URBAN DESIGN
2102 CANDLEBERRY DRIVE, MESQUITE, TX Tel: (760) 842-7253

DRAWN	CHECKED	DRAWING No.
CAD FILE NO.		
PROJECT NO. 0629.CPIEsc		
DATE 09/08/2016		L- 4 of 10



SECOND STORY



THIRD STORY

PLANT LEGEND

TREES

SYM	BOTANICAL NAME	COMMON NAME
A1	Cercis Canadensis 'Forest Pansy'	Red Bud
A2	Acer Palmatum	Japanese Maple
B2	Rhus Lancea	African Sumac
Y	Lagerstroemia Indica	Crape Myrtle - multi trunk

SHRUBS

SYM	BOTANICAL NAME	COMMON NAME
L1	Agave attenuata	Fox tail Agave
	Equisetum hyemale	Horsetail reed grass
	Senecio Vitalis	Bush Blue Pickle
	Carex tumicola	Berkeley Sedge
	Aloe Rudikoppe 'Little Gem'	N.C.N.
	Trachelospermum Jasminoides	Star Jasmine
	Gardenia	Gardenia Hybrid
	Rosmarinus O. 'ProstraTus'	Rosemary Groundcover
	Mulch	

Hardscape Features Such as:

- Bench 160-60 By DuMor Site Furnishings(949)552-1130
- 34" 'Curtis' Planter pots By Stone Yard Inc.(858)586-1580
- 22.5" 'Curtis' Planter pots by Stone Yard Inc.(858)586-1580
- 42"x18"x20" Curtis Planter By Stone Yard Inc. (858) 586-1580
- Dolce 31" Table by Smith + Hawken w/ Dolce armchair, finishes to be gun metal
- FOUNTAIN BY OTHERS
- CONCRETE PAVING WITH SAWCUTS AS SHOWN.
- DOWN LIGHT BY UNIQUE LIGHTING SYSTEMS (800) 955-4831 COMET MODEL W/ BRASS FINISH

PLANTING NOTES:
The selection of plant material is based on cultural, aesthetic, and maintenance considerations. All planting areas shall be prepared with soil conditioner, fertilizers, and appropriate supplements based upon soil samples taken from the site. The planting design and conceptual plant palette shall conform to the City of Escondido Design Standards. The design shall provide color, and textural contrasts with emphasis on Historical planting. Enhancement of entries shall be provided with both accent planting and paving.

0 5 10 20
SCALE: - 1" =10'

LANDSCAPE PLANTING PLAN

NO	DATE	REVISION

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PLOT DATE: 09-08-16

CITY PLAZA AT ESCONDIDO

328 S. ESCONDIDO BLVD.
ESCONDIDO, CA. 92025

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240 MARKET PLACE ESCONDIDO, CA. 92029
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STEPHEN R. COPLEY
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2102 CANDLEBERRY DRIVE, MESQUITE, TX Tel: (760) 842-7253

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DATE 09/08/2016		L- 5 of 10

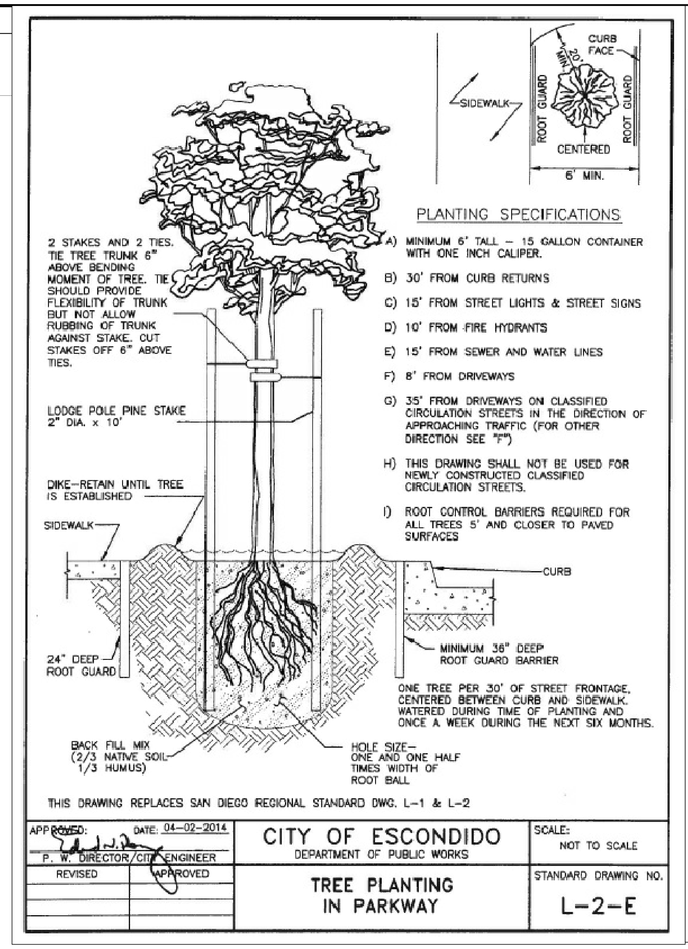
PLANT LEGEND

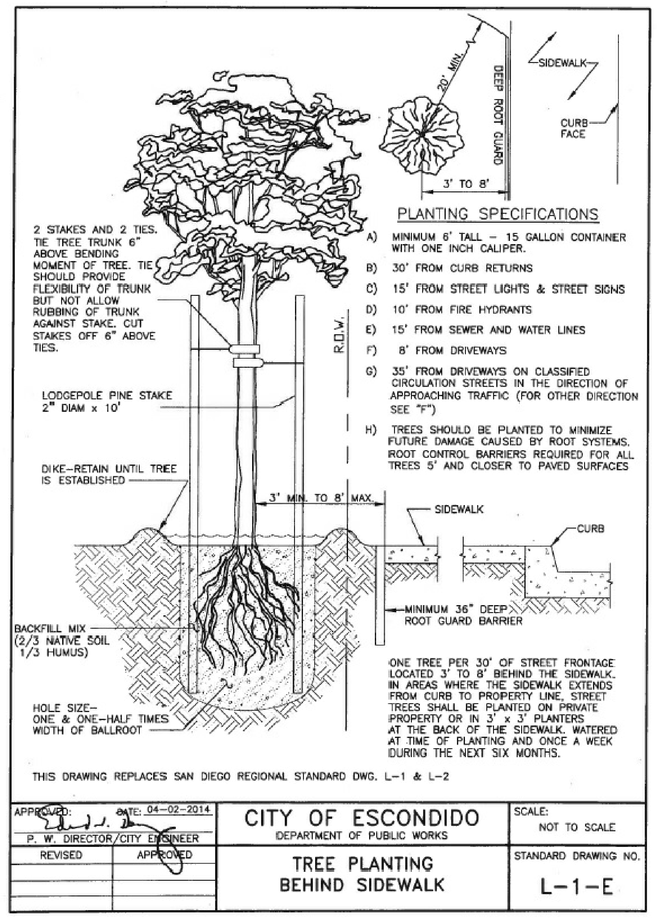
TREES

SYM	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	DETAIL
A1	Cercis Canadensis 'Forest Pansy'	Red Bud	36" BOX	1 each pot	04 / L-6
A2	Acer Palmatum	Japanese Maple	36" BOX	1 each pot.	04 / L-6
B2	Rhus Lancea	African Sumac	36" BOX		
	Lagerstroemia Indica	Craoe Myrtle Multi-trunk	36" BOX	Install with Tree Grate. Submit cutsheet of tree grate to Architect for approval prior to installation	04 / L-6

SHRUBS

SYM	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	DETAIL
L1	Agave attenuata	Fox tail Agave	5 GAL	1 PER POT	06 / L-6
	Equisetum hyemenale	Horsetail reed grass	1 GAL	8" OC	02 / L-6
	Senecio Vitalis	Bush Blue Pickle	5 GAL	18" OC	02 / L-6
	Carex tumilicola	Berkeley Sedge	1 GAL	12" OC	02 / L-6
	Aloe Rudikope 'Little Gem'	N.C.N.	5 GAL	18" OC	02 / L-6
	Trachelospermum Jasminoides	Star Jasmine	1 GAL	3 PER POT	06 / L-6
	Gardenia	Gardenia Hybrid	5 GAL	1 PER POT	06 / L-6
	Rosmarinus O. 'Prostraus'	XX	1 GAL	1 PER POT	06 / L-6
	Mulch		3/4 - 2"	3" DEEP	SEE SPECS

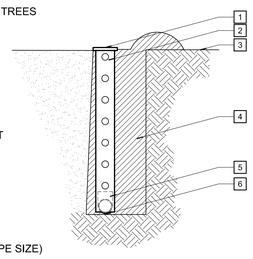




INSTALL BREATHER TUBES ON ALL TREES PER THE FOLLOWING SCHEDULE:

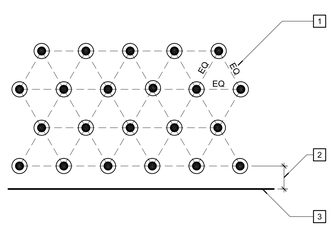
15 GALLON	(1) - 3"
24" BOX	(2) - 3"
36" BOX	(2) - 4"
48" BOX	(3) - 3"
60" BOX & LARGER	(4) - 4"
B&B PALMS	(4) - 4"

DO NOT INSTALL TUBES FOR PLANT MATERIAL INSTALLED ON SLOPES



1. NDS SLOTTED GRATE (PER PIPE SIZE)
2. RAINBIRD RWG-B TUBE. RIGID PERFORATED HANDCORED PIPE SEE SCHEDULE ABOVE FOR SIZE AND NUMBER PER PLANT. DUCT TAPE OVER HOLES WITHIN 6" OF FINISHED GRADE.
3. FINISHED GRADE
4. BACKFILL MIX PER SPECIFICATIONS
5. CONNECTION FOR DRAINAGE SYSTEM (INSTALL CAP & SEAL CONNECTIONS)
6. BREATHER TUBE TO EXTEND TO FULL DEPTH OF PLANTING HOLE

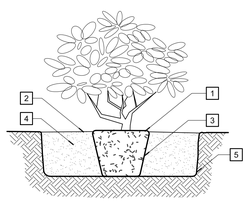
01 BREATHER TUBE NTS



1. EQUAL TRIANGULAR SPACING REQUIRED BETWEEN PLANTS (REFER TO PLANT LEGEND FOR ON CENTER SPACING)
2. DISTANCE FROM EDGE OF PLANTER TO CENTER OF PLANT TO BE ½ THE SPECIFIED SPACING
3. EDGE OF PLANTING AREA

02 GROUND COVER LAYOUT NTS

NOTE:
SUFFICIENT CLEARANCE SHALL BE MAINTAINED BETWEEN SHRUBS AND UTILITIES SO AS NOT TO HINDER OR HARM SAID UTILITIES.



1. SET TOP OF ROOTBALL AT SOIL SURFACE
2. MULCH SOIL TO A DEPTH OF 2" FOR 2' DIA. 1 GAL. SHRUBS, 4" DEPTH FOR 5 GAL. SHRUBS. KEEP MULCH 4" AWAY FROM PLANT BASE
3. SCARIFY ONE SIDE OF ROOTBALL PRIOR TO PLANTING
4. BACKFILL WITH NATIVE SOIL. APPLY FERTILIZER TO SURFACE AWAY FROM TRUNK PER SPECIFICATIONS
5. PLANTING HOLE SHALL BE 3 TIMES DIA. OF ROOTBALL AND NO DEEPER. SCARIFY SIDES AND BOTTOM OF PLANTING HOLE

03 SHRUB PLANTING NTS

LANDSCAPE PLANTING FULL LEGEND AND DETAILS

NO	DATE	REVISION
△		
△		
△		
△		

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PLOT DATE: 09–08–16

CITY PLAZA AT ESCONDIDO

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LICENSED ARCHITECT C. 18627 04/30/16 STATE OF CALIFORNIA

DRAWN	CHECKED	DRAWING No.
CAD FILE NO.		
PROJECT NO. 0629.CPIesc		
DATE 09/08/2016		L- 6 of 10

EXHIBIT "C"
PHG 17-0026
FACTORS TO CONSIDER / FINDINGS OF FACT

Environmental Determination(s):

1. Pursuant to the California Environmental Quality Act, (CEQA, Public Resources Code Section 21000 et. seq.), and its implementing regulations (the State CEQA Guidelines), Article 14 of the California Code of Regulations Section 15000 et. seq., the City of Escondido is the Lead Agency for the project ("Project"), as the public agency with the principal responsibility for approving the Project.

2. An Initial Study/Negative Declaration (IS/ND) for the original Master and Precise Development Plan was prepared, published, circulated, reviewed, and adopted in accordance with the requirements of CEQA, the State CEQA Guidelines, and the local environmental procedures.

3. An analysis of the previous Negative Declaration (ND) was conducted and determine that said ND provides adequate coverage for the proposed project. Pursuant to CEQA Guidelines Section 15162, no further environmental documentation is required.

4. Pursuant to Public Resources Code Section 21081.6(a)(2) and CEQA Guidelines Section 15091(e), all documents and other materials which constitute the record of proceedings are located at the City of Escondido, City Hall. The City Clerk, whose office is located at 201 North Broadway, Escondido CA 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act.

Master and Precise Development Plan Modification Determination(s):

1. The location, design, and residential density of the proposed planned development modification are consistent with the goals and policies of the Escondido General Plan and the Downtown Specific Plan (DSP) since high-density residential and mixed-use projects are permitted by the specific plan. The proposed modifications to the Master and Precise Development Plan would be below the residential land use density permitted for the site, and the commercial uses would correspond to those allowed throughout the Southern Gateway District of the DSP.

2. The location of the planned development allows it to be well integrated with its surroundings since the project is already constructed and no exterior changes to the building are proposed as part of this project, nor will any additional building area be provided. New commercial uses permissible by the planned development modification will be consistent with those allowed elsewhere in the Southern Gateway District of the DSP.

3. All vehicular traffic generated by the proposed development would be accommodated safely and without causing undue congestion upon adjoining streets because the project would result in a net decrease in overall trip generation.

4. The location and design of the development allows residents and business establishments to be well integrated with the project surroundings because the project is only proposing a minor change to the intensity of land uses that already exist on-site. The residential density for the site would increase by less than two (2) percent (from 68.75 dwelling units per acre to 70 dwelling units per acre), and the commercial square footage would decrease by approximately ten (10) percent (from approximately 9,250 square feet to approximately 8,300 square feet). No new commercial uses are presently proposed, however the change in allowable uses will be consistent with those allowed elsewhere in the project vicinity. No exterior changes to the building are proposed as part of this project, nor will any additional building area be provided.

5. The overall design of the project currently creates an attractive, efficient and stable environment, and no exterior modifications are proposed. The relocation of the residents-only gym to a larger area on the first floor will make it more functional and will increase the size of the residential amenity without adding square footage to the building. The additional residential unit would be located in the former gym space which is already designed to be easily converted to a residential unit.

6. The proposed development would be well integrated into its surroundings since the building is already existing and no exterior modifications are proposed.

7. The uses proposed for the project site could be permitted without a Master and Precise Development Plan if the original project were proposed today as a result of a major update to the DSP that was processed since the project was originally approved. However, because the original approval required a Planned Development Permit, and since that Permit specified the residential density for the project and identified the permitted and conditionally permitted commercial land uses, a modification to the Master and Precise Development Plan is required in order to allow the requested changes.

Density Transfer Determination(s):

1. The City's Density Transfer Program allows the transfer of unused residential density from the developing properties to another, future project in the downtown area. Through the program, residential units that are transferred from undeveloped or underutilized properties (i.e. sending areas) are placed in a density credit pool and are held until there are developing properties (i.e. receiving areas) acquire the density. Through the application of Planning Case File No. PHG17-0026, the subject property has been deemed a candidate to be a "sending area" and 24 units have been identified for transfer into the density credit pool. There are currently no units in the credit pool. If transferred, the new credit pool balance would be 24 units, as of this writing.

2. The transfer of said units would help incentivize future development - and keep it in the downtown area to support nearby retailers, services, entertainment, and attract other new businesses that are part of a desirable downtown economy. The overall amount of new development within the downtown would remain the same; however, implementation of the program creates a flexible way to still achieve the ultimate build-out of the downtown and create a future sustainable center of activity. Adopting the project and approving the transfer of units would help accommodate the city's share of future regional housing needs with greater mix of housing types and choices, which benefits everyone in the community.

EXHIBIT "D"
PHG 17-0026
CONDITIONS OF APPROVAL

All Conditions of Approval applied to the Planning Case No. 2007-11-PD/SP/DA shall remain in effect except as modified herein.

A. General

1. This project was recommended for conditional approved by the Planning Commission as set forth on the application received by the City of Escondido, and as described in materials provided to the Planning Commission on September 10, 2019. The project includes 56 residential dwelling units and approximately 8,300 square feet of commercial space.

2. Approval of this request shall not waive compliance with any sections of the Municipal Code and all other applicable City regulations in effect at the time of Building Permit issuance unless specifically waived herein. Nothing in this permit shall relieve the Applicant from complying with conditions and regulations generally imposed upon activities similar in nature to the activity authorized by this permit. This action does not relieve the applicant of the obligation to comply with all ordinances, statutes, regulations, and procedures.

3. Prior to any use of the project site pursuant to this permit, all conditions of approval contained herein shall be completed or secured to the satisfaction of the Community Development Department.

4. The developer shall be required to pay all development fees of the City prior to building permit issuance, including any applicable City-Wide Facilities fees at the established rate. Such fees may include, but not be limited to: Permit and Plan Checking Fees, Water and Sewer Service Fees, School Fees, Traffic Mitigation Fees, Flood Control Mitigation Fees, Park Mitigation Fees, Fire Mitigation/Cost Recovery Fees, and other fees listed in the Fee Schedule, which may be amended. Arrangements to pay these fees shall be made prior to building permit issuance to the satisfaction of the Community Development Department.

5. All construction shall comply with all applicable requirements of the Escondido Zoning Code and requirements of the Planning Department, Building Official, and the Fire Chief.

6. The legal description, attached as Exhibit "A" to this Ordinance, has been provided by the applicant and neither the City of Escondido nor any of its employees assume responsibility for the accuracy of said legal description.

7. All requirements of the Public Partnership Program, Ordinance No. 86-70 shall be satisfied prior to building permit issuance. The ordinance requires that a public art fee be added at the time of the building permit issuance for the purpose of participating in the City Public Art Program.

8. Three (3) copies of revised plan sets, reflecting any modifications identified in these conditions of approval, shall be submitted to the Planning Division for certification. Said plans must be certified by the Planning Division prior to issuance of building permits for the project.

9. This Planned Development Permit shall expire three (3) years after the date of final approval of this project, that date being the effective date of the ordinance approving the Permit, unless a building permit is issued in order to carry out the improvements described in the Permit. Extensions of time may be requested in the same manner as would be permitted for a tentative map.

10. In the event that any of the conditions of this permit are not satisfied, the Community Development Department shall cause a noticed hearing to be set before the authorized agency to determine whether the City of Escondido should, acting through the authorized agency, add, amend, or delete conditions and regulations contained in this permit.

11. Nothing in this permit shall authorize the applicant to intensify the authorized activity beyond that which is specifically described in this permit. Any future modifications to the approved project will be reviewed relative to the findings for substantial conformance. Modifications beyond the scope described therein may require submittal of a modification to the project plans and approval by the authorized agency.

12. The City of Escondido hereby notifies the applicant that the County Clerk's office requires a documentary handling fee of $50.00 in order to file a Notice of Determination for the project (environmental determination for the project). In order to file the Notice of Determination with the County Clerk, in conformance with the California Environmental Quality Act (CEQA) Section 15075, the applicant shall remit to the City of Escondido Planning Division, within two working days of the final approval of the project (the final approval being the hearing date of the Planning Commission or City Council, if applicable), a check payable to the "San Diego County Clerk" in the amount of $50.00. The filing of a Notice of Determination and the posting with the County Clerk starts a 35-day statute of limitations period on legal challenges to the agency's decision that the project is covered by a previously adopted Negative Declaration. Failure to submit the required fee within the specific time noted above will result in the Notice of Determination not being filed with the County Clerk, and a 180-day statute of limitations will apply.

13. The project shall participate in the Density Transfer Program as a "sending area," as described in Exhibit "B" to City Council Resolution No. 2019-69.

B. Architecture and Design

1. No exterior changes to the site are approved as part of this Master and Precise Development Plan modification. Any major modifications to the exterior architectural building elements or lessening of the quality of the exterior design shall require the processing of a Precise Plan modification, as described in Article 19 of the Escondido Zoning Code. Minor modifications may be approved through a design review process described in Article 64 of the Escondido Zoning Code.

2. All exterior lighting shall conform to the requirements of Article 35 (Outdoor Lighting Ordinance) of the Escondido Zoning Code.

3. The building, architecture, colors and materials, and landscaping shall be in substantial conformance with the Master and Precise Development Plan attached as Exhibit "B" to this Ordinance and on-file with the Planning Division.

C. Parking and Access

1. A minimum of 122 parking spaces shall be provided onsite.

2. Subterranean parking spaces shall have controlled access and be reserved for residents and employees of the onsite commercial uses.

3. Ground-floor (grade-level) parking spaces shall be restricted to short-term parking (three-hour or less maximum duration) during daytime hours and are intended for use by customers of the businesses onsite.

4. Overnight parking in the ground-floor (grade-level) parking garage shall be by permit only.

5. All parking spaces shall be striped in conformance with Article 39 of the Escondido Zoning Code.

6. A parking and garage management plan shall be submitted to the City for review. Said plan shall address parking lot access, space assignment(s), gate operation, general maintenance, signage and striping, delivery and other short-term parking allowances/requirements, guest parking, utility access, and any other issues which affect the use and maintenance of the parking garage.

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 12 **October 23, 2019** **File No. 0800-70**

SUBJECT: PHG 19-0023 / East Grove Specific Plan Amendment

DEPARTMENT: Community Development Department, Planning Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2019-157 to amend the East Grove Specific Plan to modify trail development standards within the planning area to provide for a different construction type and/or conversion to landscaping or open space.

PROJECT DESCRIPTION:

The East Grove Specific Plan identifies and plans for the completion of a trail network to implement safe, non-motorized movements within the East Grove planning area. The applicant, acting on behalf of the Hidden Trails homeowner's association, would like to re-designate or change a small portion of trail that was installed by the developer when the Hidden Trails subdivision was created, immediately adjacent to Hidden Trails Road. The Specific Plan Amendment is necessary to provide more flexibility in implementing and managing the trail system and allowing for different construction types and/or conversion to landscaping or open space.

LOCATION:

The East Grove Specific Plan is generally located along the eastern edge of the City, with Valley Center Road to the north. The planning area covers approximately 507.6 acres, which is divided into different land use districts. The trail section covered by this Specific Plan Amendment request runs immediately adjacent and parallel to Hidden Trails Road.

PLANNING COMMISSION RECOMMENDATION:

On September 24, 2019, the Planning Commission voted 5-0 (Commissioner McNair recused and Commissioner Romo absent) to recommend the City Council approval of the Specific Plan Amendment. Overall, the Planning Commission spoke in support of giving more flexibility to the homeowner's association to implement and manage their trail system. Public testimony provided during the Planning Commission meeting is briefly summarized in the Public Input section later in this staff report. The September 24, 2019, Planning Commission staff report and Planning Commission meeting minutes are provided as Attachments 1 and 2, respectively.

BACKGROUND:

The East Grove Specific Plan area offers abundant recreational opportunities for residents, guests, and visitors. Most of these opportunities are provided through trails and a nearby park facility. The East Grove Specific Plan trail network map is provided as Attachment 3. Altogether, the East Grove trail system provides access and connections between living areas, schools, and recreation areas.

Although the East Grove trail system was planned to provide comprehensive trail access within the Specific Plan and to/from the trail areas beyond, some trails have been used more frequently than others have. Although most of the trail network has easily identifiable routes for walking and hiking, some trail sections have not been maintained adequately over time. Trails that are not maintained will deteriorate and are generally not used. Because of these challenges, there appears to be a need to revisit the overall trail circulation plan to have some flexibility with implementing and managing the trail system.

A specific section of trail, immediately adjacent and parallel to Hidden Trails Road, has been washed out several times due to rainfall and steep topographic conditions. The local homeowner's association has allocated a significant amount of their resources for its upkeep and ongoing maintenance, but the association is unlikely to be able to continually service this financial obligation. The failing condition of the trail also brings up several other issues related to trail user safety, convenience, hazards, aesthetic deterioration, and association liabilities. Through the Specific Plan Amendment proposal, the homeowner's association is submitting a request to adopt more flexibility in the Specific Plan to address the trail construction type.

ANALYSIS:

The Rural Regional Connector Trail, immediately adjacent to Hidden Trails Road Trail, was installed with a polymer binder coating by the developer when the neighborhood was first built. This binding material is used in most trail installations and typically, helps lengthen the longevity of the trail. However, slope erosion is not preventable and in areas of steep slope, erosion requires frequent and/or costly maintenance. For the Hidden Trails Road Trail, rainfall washes out many areas making the facility unfit for use. The section of trail is also redundant and is seldom used, given its proximity to the sidewalk. The costs to the local homeowner's association is far beyond what was anticipated and what association fees can absorb. For these reasons, the homeowner's association is exploring options to how to manage the trail and/or create more efficient use of the space.

The proposed Specific Plan Amendment, shown as strike-out/underline in Attachment 4 and attached as Exhibit "B" to draft Resolution No. 2019-157, offers more efficient and flexible trail planning and management over time, while still accommodating the recreational experiences provided to trail users. Essentially, the Specific Plan Amendment allows the homeowner's association to select different design and material options for the trail's construction and/or convert the space to open space and landscaping. Since there is a separate parallel sidewalk facility adjacent to the Hidden Trails Road Trail, converting the trail to open space and landscaping would not compromise pedestrian access or network continuity. Under the proposed Specific Plan Amendment, it is possible that some sections of this trail would remain as dirt and gravel (soft surface) and would not be redeveloped or convert to landscaping or open space for a variety of reasons.

The City of Escondido Planning Division supports updated trail management plans to reflect current development, utility, and operational needs. The proposed Specific Plan Amendment would be consistent with the existing General Plan goals and policies. Goal 2 et. seq. policies of the Land Use and Community Form portion of the General Plan, addresses the need for regulations that clearly and effectively implement land use development goals and objectives. The basis of establishing and

updating trail standards to address safe travel and access is contained in the Circulation Element portion of the General Plan. The section of the trail adjacent to Hidden Trails Road represents a small section of the existing trail network and does not frustrate the broader active transportation initiatives of Escondido. The proposed Specific Plan Amendment would also meet the goals and objectives of the East Grove Specific Plan. The Specific Plan outlines long-term community development goals and projects regarding transportation in the East Grove area. Including language about trails was premised as an important way for the Specific Plan to establish continued support for trail systems in the community. The proposed Specific Plan Amendment's language is still aimed at supporting trail systems in general and promoting continued regional connectivity between trails, such as the Cloverdale Trail and the Old Guejito Road trail. This will help preserve and protect some of our natural resources, maintain the beauty of the area and greatly enhance the outdoor experience of all residents and visitors, now and for future generations.

PUBLIC INPUT:

Several public speakers addressed the Planning Commission during the September 24, 2019, hearing on this item. All of the speakers at the hearing supported the Specific Plan Amendment request.

ENVIRONMENTAL REVIEW:

The City finds that the adoption of the Specific Plan Amendment would be exempt from Environmental Review pursuant to General Rule 15061(b)(3) since there would be no possibility of a significant effect on the environment because the amendments will not directly result in development. Any future project or development as defined by the California Environmental Quality Act (CEQA) that may occur as a result of the amended language would be subject to CEQA review and analysis.

CONCLUSION:

The Hidden Trails homeowner's association would like to re-designate or change a portion of a small section of trail that was installed by the developer when the subdivision was created, immediately adjacent to Hidden Trails Road within the parkway portion of the public right-of-way. Both the Planning Commission and City staff have reviewed the proposal and recommends the City Council approval of the request.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
10/16/19 3:41 p.m.

Mike Strong, Assistant Director of Planning
10/17/19 10:27 a.m.

ATTACHMENTS:

1. Attachment 1 – Planning Commission Staff Report (September 24, 2019)
2. Attachment 2 – Planning Commission Minutes (September 24, 2019)
3. Attachment 3 – Trail Network Map

4. Attachment 4 – Specific Plan Amendment Changes in Strikeout/Underline
5. Resolution No. 2019-157
6. Resolution No. 2019-157 – Exhibits A and B

ATTACHMENT 1

PLANNING COMMISSION STAFF REPORT

PHG 19-0023

(September 24, 2019)

Due to the number of pages of Attachment 1, the following link has been provided to review the document electronically on the City's web site:

https://www.escondido.org/Data/Sites/1/media/agendas/PC/2019/09.24.19PCAgendaPacket.pdf

A hardcopy of the Attachment is available for review in the Office of the Planning Division during normal business hours. To obtain a copy, please contact the City Clerk at (760) 839-4617 or Planning Division at (760) 839-4671.

Agenda Item No.: D

CITY OF ESCONDIDO

ACTION MINUTES OF THE REGULAR MEETING OF THE ESCONDIDO PLANNING COMMISSION

September 24, 2019

The meeting of the Escondido Planning Commission was called to order at 7:00 p.m. by Chairman Spann, in the City Council Chambers, 201 North Broadway, Escondido, California.

Commissioners present: James Spann, Chairman; Michael Cohen, Commissioner; Joe Garcia, Commissioner; James McNair, Commissioner; Mark Watson, Commissioner; and Stan Weiler, Commissioner.

Commissioners absent: Don Romo, Vice-Chair.

Staff present: Mike Strong, Assistant Planning Director, Owen Tunnell, Assistant City Engineer; Adam Phillips, Senior Deputy City Attorney; and Kirsten Peraino, Minutes Clerk.

MINUTES:

Moved by Commissioner Weiler, seconded by Commissioner Cohen to approve the Action Minutes of the September 10, 2019 meeting. Motion carried unanimously; Vice Chair Romo was absent (6-0-0).

WRITTEN COMMUNICATIONS: – None.

FUTURE NEIGHBORHOOD MEETINGS: – None.

ORAL COMMUNICATIONS: – None.

DRAFT

PUBLIC HEARINGS:

1. SPECIFIC PLAN AMENDMENT – PHG 19-0023:

REQUEST: Amendment to the East Grove Specific Plan to modify the development standards associated with a trail section immediately adjacent and parallel to Hidden Trails Road to allow for a variety of trail improvements and/or conversion to landscaping or open space.

PROPERTY SIZE AND LOCATION: The East Grove Specific Plan is generally located along the eastern edge of the city, with Valley Center Road to the north.

ENVIRONMENTAL STATUS:Exemption under the General Rule, CEQA Section 15061(b)(3).

STAFF RECOMMENDATION: Recommend Approval by the City Council

Commissioner McNair Recused himself

PUBLIC SPEAKERS:

Lindsay Stone, spoke in favor of the project.
Mary Lytch, spoke in favor of the project.
Kevin Patrick, spoke in favor of the project.
Elizabeth Murphy, spoke in favor of the project.
Charlotte Kutilek, spoke in favor of the project.
John Thomson, spoke in favor of the project.
Atwood Lynn, spoke in favor of the project.
Steven Donovan, spoke in favor of the project.

COMMISSIONER DISCUSSION AND QUESTIONS:

The Commissioners discussed various aspects of the project.

COMMISSION ACTION:

Moved by Chairman Spann, seconded by Commissioner Watson to recommend City Council approval. Motion carried unanimously; Ayes: Cohen, Garcia, Spann, Watson and Weiler; Commissioner McNair recused himself; and Commissioner Romo was absent (5-0).

DRAFT

2. <u>ZONING CODE AMENDMENT AND CONDITIONAL USE PERMIT – AZ 19-0004 and PHG 19-0047:</u>

REQUEST: A request for an Amendment to the Zoning Code to review and update the list of permitted and conditionally permitted animals and pets for all residential zones, in conjunction with a proposal for a Conditional Use Permit to allow two (2) alpacas on an existing residential lot located at 2050 Miller Avenue. The proposal also includes the adoption of the environmental determination prepared for the project.

PROPERTY SIZE AND LOCATION: The proposed Zoning Code Amendment would affect residential properties citywide. The proposed Conditional Use Permit is specific for 0.70-acres of property located at 2050 Miller Avenue (APN 236-352-11-00).

ENVIRONMENTAL STATUS: Exemption under the General Rule, CEQA Section 15061(b)(3).

STAFF RECOMMENDATION: Recommend Approval by the City Council

PUBLIC SPEAKERS:

Kelly Thor, applicant, presented her proposal.
Eric Danell, spoke in favor of the project.
John Valdez, spoke in favor of the project.
Brian Clague, spoke in opposition to the project.
Ryan Jimenez, spoke in favor of the project.
Matheno Landers, spoke in favor of the project.
Stan Stark, spoke in favor of the project.
Nancy Burnham, spoke in favor of the project.
Mike Hinton, spoke in favor of the project.
Gary Peters, spoke in favor of the project.
Terry Williams, spoke in favor of the project.

COMMISSIONER DISCUSSION AND QUESTIONS:

The Commissioners discussed various aspects of the project.

COMMISSION ACTION:

Moved by Commissioner Weiler, seconded by Commissioner Cohen to recommend City Council approval. Motion carried unanimously; Commissioner Romo was absent (6-0).

DRAFT

CURRENT BUSINESS: None.

ADJOURNMENT:

Chairman Spann adjourned the meeting at 8:21 p.m. to the next regularly scheduled Planning Commission meeting to be held at 7:00 p.m. on Tuesday, October 8, 2019 in the City Council Chambers, 201 North Broadway Escondido, California.

_____ _____

Mike Strong, Secretary to the Escondido Planning Commission

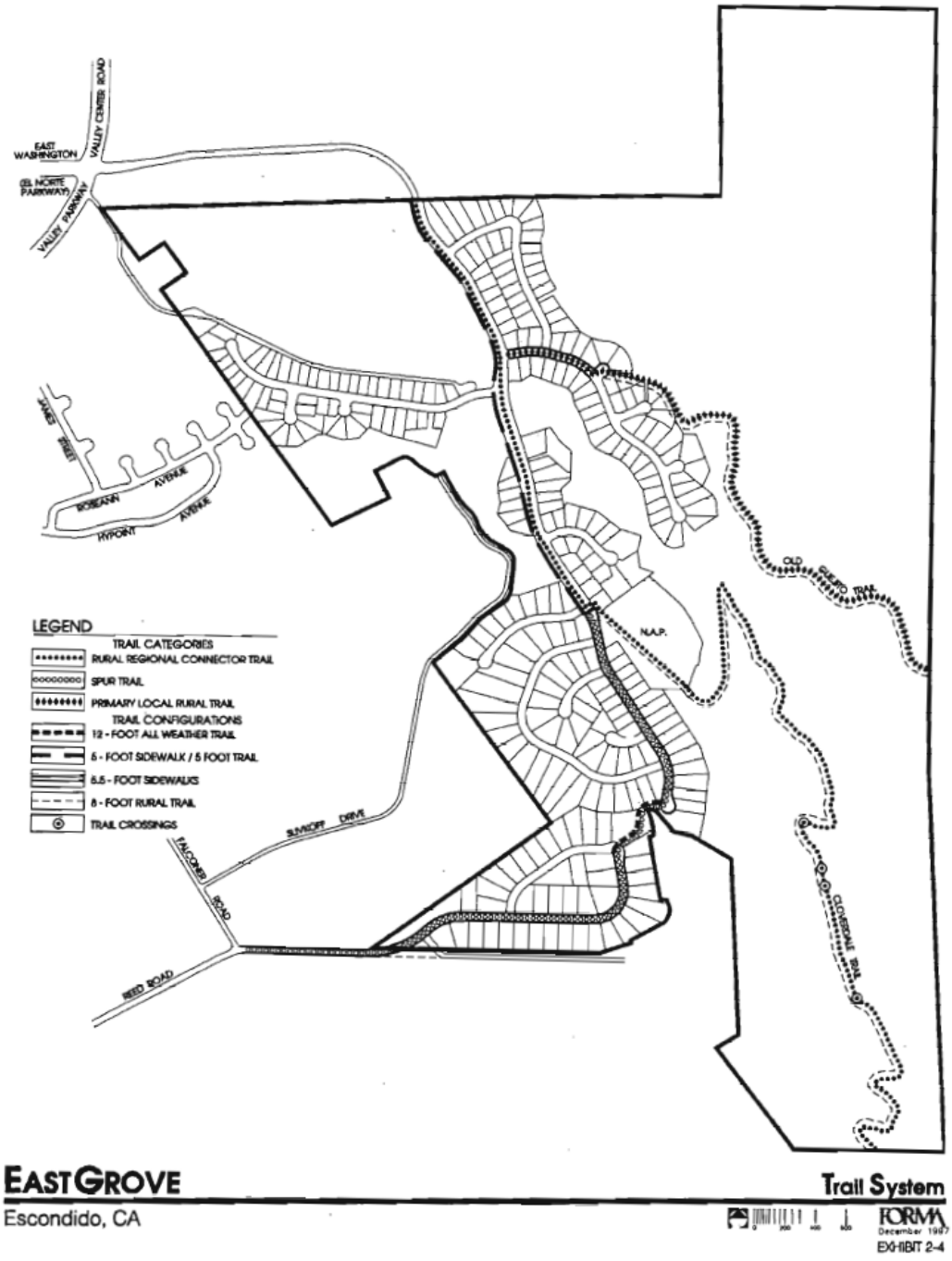
Kirsten Peraino, Minutes Clerk

DRAFT

ATTACHMENT 3

TRAIL NETWORK MAP, EXHIBIT 2-4

PHG 19-0023



ATTACHMENT 4

SPECIFIC PLAN AMENDMENT STRIKEOUT/UNDERLINE

PHG 19-0023

Section 1.

Amend the East Grove Specific Plan to read as specified below. The changes are listed in order by section number, with ~~strikeout~~ typeface illustrating deletions and underline typeface illustrating new text.

Section 2.3.3 Project Circulation Plan

1. Rural Street "A" – Enhanced

Street "A" is the primary circulation road within the northern villages of East Grove. An off-site segment of Street "A" also provides the connection between East Grove and Valley Parkway. Seven of the East Grove Villages are provided access to Valley Parkway by way of Street "A."

As Street "A" winds through East Grove the right-of-way dimension will vary from 56 feet to 100 feet. The enhanced segment of Street "A" extends southward from the northerly SPA boundary of Village 1 to the intersection with Street "M" in Village 5. The right-of-way dimension within the enhanced roadway will vary from 78 feet to 100 feet. South of Street "M," Street "A" becomes a standard local rural street with a 56-foot right-of-way. The changing right-of-way width is the result of varied parkway widths. The enhanced parkways range in width from 10 to 32 feet. A meandering 10-foot sidewalk/pedestrian trail will be located on one side of the street along Villages 1, 3, 4 and 5. Should slope erosion require frequent and/or costly maintenance, the unpaved trail along Street "A" may be removed and replaced with open space and landscaping, subject to Section 2.3.5.1. The single sidewalk/pedestrian trail departs Street "A" at the Reed Reservoir property and becomes an 8-foot wide rural trail. The Street "A" pedestrian system continues southward from this point in the form of standard 5' 6" sidewalks on both sides of the street.

[…]

Section 2.3.5 Trail System

1. Rural Regional Connector Trail

Rural trails are generally unpaved paths that encircle the city through natural undeveloped areas. The Cloverdale Trail forms one link of the city's rural perimeter trail. This trail route begins at the San Dieguito River Park and travels northward along Cloverdale Road to East Grove. To the north of East Grove the trail continues in a northeasterly direction through Frances Ryan Community Park toward Bottle Peak. The Cloverdale Trail through East Grove will be designed to accommodate pedestrian, bicycle and equestrian users.

Within East Grove, an 8-foot wide unpaved trail will utilize existing agricultural roads from the southern SPA boundary, through the groves and the Reed Reservoir site, to the south end of the enhanced portion of Street "A." Because this southern portion of the trail will utilize the existing dirt roadways, no new construction will be required for this trail segment. The trail then continues northward along Street "A" to the northern SPA boundary via a 10-foot wide meandering sidewalk/trail to the community park. The sidewalk/trail will consist of a 5-foot wide sidewalk and a 5-foot wide unpaved trail suitable for equestrian use. The design and materials for the unpaved trail along Street "A" should be carefully selected and trail improvements may be replaced from time to time with crushed gravel, stone, or rocks; hard-surface aggregate; asphalt; or other acceptable binding material surfaces to prevent erosion. Alternatively, the unpaved trail along sections of Street "A" may be designated and replaced as open space and landscaping, subject to the standards listed in Chapter 3.4. A typical 8-foot wide rural trail section for off-road trail improvements is illustrated by Exhibit 2-5.

RESOLUTION NO. 2019-157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, APPROVING AN AMENDMENT TO THE EAST GROVE SPECIFIC PLAN TO MODIFY TRAIL DEVELOPMENT STANDARDS WITHIN THE PLANNING AREA TO PROVIDE FOR A DIFFERENT CONSTRUCTION TYPE AND/OR CONVERSION TO LANDSCAPING OR OPEN SPACE

APPLICANT: Hidden Trails HOA
CASE NO.: PHG19-0023

WHEREAS, a verified application to amend the East Grove Specific Plan was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case No. PHG19-0023, in accordance with the rules and regulations of the Escondido Municipal and Zoning Codes, and the applicable procedures and time limits specified by the Permit Streamlining Act (Government Code Section 65920 et seq.) and California Environmental Quality Act ("CEQA") (Public Resources Code Section 21000 et seq.); and

WHEREAS, the Planning Division of the Community Development Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for September 24, 2019, at which interested persons were given the opportunity to appear and present their views with respect to said proposed Project actions. Following the public hearing on September 24, 2019, the Planning Commission adopted Resolution No. 2019-21, which recommended that the City Council, among other things, approve Specific Plan Amendment (City File No. PHG19-0023); and

WHEREAS, an original copy of the proposed Specific Plan Amendment and all other related Project materials are on file in the Office of the City Clerk, with a copy of each document submitted to the City Council for its consideration. The City Clerk, whose office is located at 201 North Broadway, Escondido, California 92025, is hereby designated as the custodian of the documents and other materials which constitute the record of proceedings upon which the City Council's decision is based, which documents and materials shall be available for public inspection and copying in accordance with the provisions of the California Public Records Act; and

WHEREAS, the City Council did on October 23, 2019, hold a duly noticed public hearing as prescribed by law. Evidence was submitted to and considered by the City Council, including, without limitation:

a) Written information including all application materials and other written and graphical information posted on the project website.

b) Oral testimony from City staff, interested parties, and the public.

c) The City Council staff report, dated October 23, 2019, which along with its attachments, is incorporated herein by this reference as though fully set forth herein, including the Planning Commission's recommendation on the request.

d) Additional information submitted during the public hearing; and

WHEREAS, the City Council has reviewed the request for the Specific Plan Amendment, and reviewed and considered the recommendation from the Planning Commission; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California:

1. That the above recitations are true.

2. That the Findings of Fact/Factors to be Considered, attached as Exhibit “A” and incorporated herein by this reference as though fully set forth herein, are hereby made by this City Council, and represent the City Council’s careful consideration of the record. The findings of this City Council on Exhibit "A" shall be the final and determinative Findings of Fact/Factors to be Considered on this matter.

3. That upon consideration of the Findings/Factors, all material in the October 23, 2019, City Council staff report (a copy of which is on file with the Office of the City Clerk), public testimony presented at the hearing, and all other oral and written evidence on this Project, this City Council approves the Specific Plan Amendment, as set forth in Exhibit “B,” which is incorporated herein by this reference as though fully set forth herein.

EXHIBIT "A"

FACTORS TO BE CONSIDERED/FINDINGS OF FACT

PHG 19-0023

Specific Plan Amendment Determination:

1. The East Grove Specific Plan describes the location, intended land use and building intensity, and development concept including a circulation system for a 297-unit residential community. The City Council has the authority under Section 4.11.2 (Formal Amendments) of the East Grove Specific Plan, Article 18 (Specific Plan Zone Ordinance) and Section 33-1262 of Article 61 of the Escondido Zoning Code (Administration and Enforcement Ordinance) to review and consider amendments to the East Grove Specific Plan. Such a review must follow the plan's amendment criteria, as set forth in Section 4.11.3 of the East Grove Specific Plan.

   "The amendment application shall satisfy the following criteria:

   A. Demonstrate that the proposed amendment meets the goals and objectives of the General Plan and Specific Plan.
   B. Ensure that any impacts from the amendment can be satisfactorily mitigated.
   C. Provide a strikeout/underline copy of the Specific Plan text when changes are proposed and update any Specific Plan exhibits affected by the proposed amendment.
   D. Update any Specific Plan technical studies and/or provide additional environmental studies deemed necessary by the Director of [Community Development] of the City Engineer."

2. The proposed Specific Plan Amendment does not conflict with any Specific Plan as the project embodies several ancillary and conforming Specific Plan modifications. Furthermore, the proposed Specific Plan Amendment does not conflict with the General Plan. The East Grove community and the surrounding areas enjoy an interconnected system of accessible multi-use trails and greenways that offer diverse, healthy outdoor experiences within a rich variety of landscapes and natural habitats. The proposed Specific Plan Amendment does not interfere with this objective and it continues to support active modal transportation opportunities. The construction type of the Rural Regional Connect Trail covered by the proposed Specific Plan Amendment would be determined later and would be a function of the amount and timing of available funding, site assessments, and other factors that may arise.

It is acknowledged that trail implementation will need to balance Specific Plan objectives with a need to control costs and make careful investment decisions that maximize and fulfill community values. The long-term adequacy of financial resources to maintain the existing public investment in parks, trails and open space must be assured. The foregoing satisfies the criteria listed in Section 4.11.3(A) of the East Grove Specific Plan.

3. The Specific Plan Amendment does not create any impacts pursuant to Section 4.11.3(B) of the East Grove Specific Plan. There is no development proposal associated with this Project. Projects seeking to implement the amended provisions would be subject to separate review, through an encroachment permit and other permits required. Additionally, the Project does not impact consistency with other planning documents for which need mitigating. Completion of regional trail corridors will remain an on-going challenge. Trail corridor development can face challenges resulting from land ownership patterns, the length of time inherent to negotiating with multiple property owners, competing needs for protection of riparian corridors and habitats, natural and built environment constraints, and the availability of funding. The proposed Specific Plan Amendment has no impact to regional trail connections. The section of the trail adjacent to Hidden Trails Road represents a small section of the existing trail network and does not frustrate the broader active transportation initiatives of Escondido. Furthermore, the trail is redundant since it is immediately adjacent and parallel to a sidewalk facility. The proposed Specific Plan Amendment's language is still aimed at supporting trail systems in general and promoting continued regional connectivity between trails, such as the Cloverdale Trail and the Old Guejito Road trail.

   The information provided in the October 23, 2019 City Council staff report contains strikeout/underline copy of changes proposed to satisfy the criteria listed in Section 4.11.3(C) of the East Grove Specific Plan. No Specific Plan technical studies are deemed necessary to support the Specific Plan Amendment (Section 4.11.3(D)).

4. The proposed Specific Plan Amendment meet the minimum requirements of Section 65451 of the Government Code.

EXHIBIT "B"

SPECIFIC PLAN AMENDMENT

PHG 19-0023

SECTION I.

Repealing in its entirety, Section 2.3.3 of the East Grove Specific Plan, and adopting in full new text to read as specified below.

Section 2.3.3 Project Circulation Plan

1. Rural Street "A" – Enhanced

Street "A" is the primary circulation road within the northern villages of East Grove. An off-site segment of Street "A" also provides the connection between East Grove and Valley Parkway. Seven of the East Grove Villages are provided access to Valley Parkway by way of Street "A."

As Street "A" winds through East Grove the right-of-way dimension will vary from 56 feet to 100 feet. The enhanced segment of Street "A" extends southward from the northerly SPA boundary of Village 1 to the intersection with Street "M" in Village 5. The right-of-way dimension within the enhanced roadway will vary from 78 feet to 100 feet. South of Street "M," Street "A" becomes a standard local rural street with a 56-foot right-of-way. The changing right-of-way width is the result of varied parkway widths. The enhanced parkways range in width from 10 to 32 feet. A meandering 10-foot sidewalk/pedestrian trail will be located on one side of the street along Villages 1, 3, 4 and 5. Should slope erosion require frequent and/or costly maintenance, the unpaved trail along Street "A" may be removed and replaced with open space and landscaping, subject to Section 2.3.5.1. The single sidewalk/pedestrian trail departs Street "A" at the Reed Reservoir property and becomes an 8-foot wide rural trail. The Street "A" pedestrian system continues southward from this point in the form of standard 5' 6" sidewalks on both sides of the street.

The enhanced parkways in Villages 1 through 5 will be landscaped with drought-tolerant plantings chosen to allow for a natural countryside setting as opposed to a more formal and manicured look. The intent is that the parkways will require minimal irrigation once established. The enhanced parkways and landscaped parking islands will be maintained by the East Grove Landscape Lighting District.

The curb-to-curb paved section measurement is 42 feet from the north project boundary to Street "H" and 36 feet south of the Street "H" intersection. Street grades shall not exceed 15%. The enhanced portion of Street "A" has a design speed of 30 miles per hour with a posted speed limit of 25 miles per hour. Additional criteria for the enhanced portion of Street "A" are shown on Exhibit 2-3.

SECTION II.

Repealing in its entirety, Section 2.3.5.1 of the East Grove Specific Plan, and adopting in full new text to read as specified below.

Section 2.3.5 Trail System

1. Rural Regional Connector Trail

Rural trails are generally unpaved paths that encircle the city through natural undeveloped areas. The Cloverdale Trail forms one link of the city's rural perimeter trail. This trail route begins at the San Dieguito River Park and travels northward along Cloverdale Road to East Grove. To the north of East Grove the trail continues in a northeasterly direction through Frances Ryan Community Park toward Bottle Peak. The Cloverdale Trail through East Grove will be designed to accommodate pedestrian, bicycle and equestrian users.

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ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Current Business Item No. 13 **October 23, 2019** **File No. 0430-30, 0430-80**

SUBJECT: Financial Status Report for Fiscal Year 2018/19 and Budget Adjustment for Fiscal Year 2018/19

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council receive and file the annual financial status report for Fiscal Year 2018/19 (Attachment 1) and approve the attached budget adjustment to distribute the General Fund year-end operating results of $1,499,000 to fund specific operating needs totaling $751,000, and to transfer the remaining balance of $748,000 to the Section 115 Irrevocable Pension Trust.

FISCAL ANALYSIS:

This report provides the City Council with the financial status of selected funds of the City for Fiscal Year 2018/19. The report provides an analysis of unaudited revenues and expenditures for Fiscal Year 2018/19 in comparison to Fiscal Year 2017/18 for the General Fund, the Reidy Creek Municipal Golf Course Fund, and the Water and Wastewater Funds. The financial highlights for each of these funds are summarized below.

The City Council adopted a balanced annual operating budget for the General Fund in Fiscal Year 2018/19 without the use of reserves. During the past year, there were two major forces at work. On the one hand, efficient operations and fiscal prudence resulted in the General Fund ending the year with operating expenditures under budget by $2.4 million. This is an excellent outcome meaning that the City was able to provide excellent services within the amount budgeted. However, the revenue side also came in less than expected by about $500,000. Carryover requests were $382,000, resulting in a net General Fund ending in the positive amount of $1.5 million. Staff recommends this be allocated as follows:

- $121,000 to the Building Maintenance Fund to cover necessary but unanticipated maintenance costs in Fiscal Year 2018/19. The request is needed to cover emergency repairs to the heating, ventilation and air conditioning systems at City Hall and the California Center for the Arts, Escondido. In addition, this request covers unanticipated costs to cover repairs due to flooding at the Park Avenue Community Center and roof repairs to City Hall, the Water Treatment Plant, the Hale Avenue Resource Recovery Facility, and the Library.
- $500,000 to the Workers' Compensation Fund Reserve as part of the long-term plan to increase the cash balance in this fund to achieve the City actuary's expected value of estimated unpaid future claims.
- $130,000 to cover the Reidy Creek Golf Course operating loss in Fiscal Year 2018/19. The golf course operating results are detailed in the attached financial status report and later in this staff report.

- It is also recommended that the balance totaling $748,000 be placed in the Section 115 Irrevocable Pension Trust. Council has focused on providing ongoing funding to the Trust in order to provide economic relief during recessionary cycles and/or rate increases that are significantly above anticipated projected employee rate increases. More importantly, funds placed in this Trust can also be used to offset the City's "normal" CalPERS costs, such that if funds are necessary for other purposes, a certain amount of flexibility is present. It is recommended that the funds be placed in the Trust rather than the General Fund reserve because the investment arrangements through the Trust enable the City to generate a higher rate of return on the funds while they are being held.

The Water Fund ended Fiscal Year 2018/19 with net revenue of $7.9 million. This amount was lower than the prior year by about $1 million. This was the result of a decrease in total water revenues of $2.6 million mainly due to decreased water consumption as a result of a wet winter. This amount was offset by decreased total water operating costs of $1.6 million which was mainly due to decreased purchased water costs that were offset by increased salaries, pension costs and utilities.

The Wastewater Fund ended Fiscal Year 2018/19 with net revenue of $14.1 million. This amount was lower than the prior year by about $1 million. This was the result of increased total operating costs due to increases in salaries, pension costs, professional services and utilities. Total wastewater revenues remained flat compared to the prior year which was the result of increased sewer service charges and investment income that were offset by decreased recycled water revenue and sewer connection fees.

The Reidy Creek Golf Course ended the year with an operating loss of $153,650. This loss was offset by a budgeted transfer in from the General Fund of $24,590 at the beginning of the fiscal year to cover operations. While expenditures were down about 5% compared to the prior year due to a change in maintenance and staffing at the course, revenues were also down 9% from the prior year due to an increase in rain and the tunnel closure at the course. A transfer of $130,000 is being requested to cover this operating loss. Early indicators point to the fact that Reidy Creek's revenue generation may be turning a positive corner with the introduction of disc golf. Since disc golf was introduced in May of 2019, the average monthly revenue has far exceeded anticipated projections. Additionally, plans to renovate the clubhouse into a fast-casual dining venue and event space have just been approved by the City. The rebranded "Creekside Tavern" will provide expanded food and drink offerings and allow versatility for the space to be rented out for meetings, special events, and other occasions.

PREVIOUS ACTION:

On February 6, 2019, and May 1, 2019, the City Council received and approved quarterly financial reports for the second and third quarters of Fiscal Year 2018/19.

BACKGROUND:

This year-end financial status report presents a financial update to the City Council concerning certain funds of the City and their year-end financial outcome. It continues to reflect outstanding efforts to

maintain services while exercising fiscal prudence. This report includes budgetary information for selected funds, along with actual revenues and expenditures for the year. In addition, it provides Council a summary of each of these funds' financial plan and whether the plan was achieved during the year. The City Council will be receiving the Escondido Comprehensive Annual Financial Report (CAFR) in December, which is prepared in accordance with generally accepted accounting principles.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joan Ryan, Director of Finance
10/16/19 3:35 p.m.

ATTACHMENTS:

1. Attachment 1: Fourth Quarter Financial Report for June 30, 2019
2. Budget Adjustment Request

CITY OF ESCONDIDO

ATTACHMENT 1: FOURTH QUARTER FINANCIAL REPORT
June 30, 2019

This report summarizes the City's overall financial position for the period of July 1, 2018 through June 30, 2019. While the focus of this report is the General Fund, the financial status of the Water and Wastewater Funds and the Reidy Creek Municipal Golf Course are included. This report is for internal use only. The figures presented here are unaudited and have not been prepared in accordance with Generally Accepted Accounting principles (GAAP).

The revenue projections and budget include adjustments for encumbrances, carryovers, and any other supplemental appropriations approved by the City Council as of June 30, 2019.

GENERAL FUND

The General Fund ended Fiscal Year 2018/19 with net sources over uses of about $1.5 million. These results were achieved because actual operating expenditures were under budget by about $2.4 million which was offset by actual operating revenues coming in under budget by about $500,000 and carryover requests of $382,000.

General Fund
Comparison of Projected Budget to Actuals
As of June 30, 2019

	Final Budget	Actual
Total Revenue	$102,872,465	$102,372,138
Total Expenditures	104,354,985	101,977,228
Other Sources (Uses) – Note 1	1,455,860	1,103,930
Total Sources over (Uses)	($26,660)	$1,498,840
Reserve Balance		$17,392,319

Note 1: Other Sources (Uses) include transfers in, the use of prior year General Fund surplus and advances from other funds less transfers out and advance repayments.

3.6% compared to the prior year or about $3.5 million if you exclude one-time revenue. This increase was due to increases in sales taxes, property taxes, charges for services and investment income. In addition, the City received one-time revenue from fire assistance of about $1 million and $812,000 million from prior year sales tax revenue. Details of the General Fund revenue sources are outlined below.

General Fund Revenue	Amended Budget	FY 2018/19 Actual	FY 2017/18 Actual
Sales Tax	$ 37,872,250	$ 37,866,788	$ 36,573,403
Property Tax	27,541,000	27,640,898	26,255,814
Other Taxes	13,066,000	12,678,515	13,147,895
Intergovernmental	3,292,000	3,229,197	3,250,368
Permits & Fees	1,024,000	888,019	1,183,587
Fines & Forfeitures	1,236,000	1,262,089	1,081,447
Charges for Services	11,732,500	11,528,109	10,695,760
Investment & Property	5,026,000	5,453,930	4,822,130
One-Time Revenue	2,082,715	1,824,593	3,029,401
Total with One Time Revenue	$ 102,872,465	$ 102,372,138	$ 100,039,805
Total excluding One Time Revenue	$ 100,789,750	$ 100,547,545	$ 97,010,404

Sales Tax: Sales Tax revenues were $1.3 million higher than the previous year, or up about 3.5% if you adjust for one-time revenue. This was in line with Fiscal Year 2018/19 projected sales tax growth. This increase over the prior year is mainly due to growth in sales tax collected on building materials wholesale and service stations. These gains were offset by declines in sales tax collected from new auto sales and general retail.

In late Fiscal Year 2018, the State established the California Department of Tax and Fee Administration (CDTFA) to begin collecting and distributing sales tax replacing the California State Board of Equalization. During this same time period the CDTFA implemented a new sales tax reporting software system. Complications with the software update impeded the CDTFA's ability to process a significant amount of sales tax returns. These complications delayed distribution of sales tax to all cities in Fiscal Year 2017/18. This resulted in prior year sales tax revenue of $812,000 being received in Fiscal Year 2018/19. For future forecasting purposes, this revenue has been reclassified to one-time revenue in Fiscal Year 2018/19.

Property Tax: Property Tax revenue is $27.6 million, which is $1.4 million higher than the prior year or up about 5.3%.

This is because assessed value growth for Escondido in Fiscal Year 2018/19 was up 5% compared to the prior year.

Other Taxes: Other Taxes are down $469,000 compared to the prior year. The majority of this decrease is from the franchise in lieu payment we receive from SDG&E. This revenue has declined by about $550,000 compared to the prior year due to less natural gas being used at the power plant. This decrease was offset by business license fee increases of $121,000.

Intergovernmental: Intergovernmental revenue includes the Rincon fire services agreement, state mandated cost claims, and various grants, and remained fairly flat compared to the prior year.

Charges for Services: Charges for services have increased over the prior year by about $832,000. This increase is mainly from engineering fees and paramedic transport fees. Engineering fees are up about $365,000 compared to the prior year due to increased residential construction projects. Paramedic transport fees are up about $355,000 compared to the prior year due to less contractual write-offs because Medicare and Medi-Cal transports were down.

Investment and Property: Income from investments and property is up about $632,000 compared to the prior year mainly from increased investment income and reimbursement from the North County Transit District (NCTD). Investment income is up about $306,000 compared to the prior year mainly due to the prepayment of the unfunded accrued liability for the Safety Plan in July, 2018. The NCTD reimbursement of $379,000 is for law enforcement services where needed within the NCTD's service areas within City limits.

General Fund Expenditures: General Fund total expenditures are up 3.6% compared to the prior Fiscal Year or about $3.6 million. The significant reasons for this change include increases to salaries, CalPERS contributions, and software costs.

General Fund Expenditures	Amended Budget	FY 2018/19 Actual	FY 2017/18 Actual
General Government	$ 6,306,615	$ 5,492,168	$ 5,581,686
Community Services	7,826,000	7,566,076	6,960,751
Community Development	4,660,685	4,008,638	4,017,640
Public Works	13,310,435	13,316,844	12,828,371
Public Safety	68,763,005	68,665,303	66,212,577
Other Expenditures	3,488,245	2,928,199	2,790,275
Total	$ 104,354,985	$ 101,977,228	$ 98,391,300

REIDY CREEK GOLF COURSE FUND

The Reidy Creek Golf Course Fund FY 18/19 budget was balanced using a transfer from the general fund of $24,590 and $20,000 was transferred mid-year for the replacement of golf cart batteries. Other Sources and Uses reflect these transfers and a transfer to cover the prior year's additional loss of $36,000. Compared to the prior year, revenues are 9% less due to increased rain from the prior year and the tunnel closure. Operating expenditures are down 5% due to the reduction in maintenance staff and maintained areas at the course. Disc golf opened this spring and clubhouse and signage improvements are underway. Funds for these improvements were previously budgeted in a capital project for Reidy Creek Clubhouse Improvements. Despite decreased maintenance costs, the fund will need a transfer of $130,000 to cover the operating losses for the year.

Reidy Creek Golf Course	Annual Budget	FY 18/19 Actual	FY 17/18 Actual
Revenues	557,650	490,570	540,969
Expenditures	(602,240)	(664,219)	(681,695)
Other Sources (Uses)	80,590	80,590	247,150
Total Sources Over (Under) Uses	$ 36,000	$ (93,059)	$ 106,424

ENTERPRISE FUNDS

Water Fund: The Water Fund ended the year with net revenue of $7.9 million, which was lower than the prior year by about $1 million. This was the result of a decrease in total water revenues of $2.6 million compared to the prior year mainly due to decreased water consumption as a result of a wet winter. This amount was offset by decreased total water operating costs of $1.6 million which was mainly due to decreased purchased water costs that were offset by increased salaries, pension costs and utilities.

The City has agreed to set charges for water services each year at rates sufficient to produce net revenues (after paying operating and maintenance expenses, excluding depreciation, GASB 68 pension accounting entries and interest) of at least 1.2 times debt services on the bonds. As shown on the below chart, the City has met this debt coverage in both fiscal years. Any excess net revenues are set aside for future capital projects.

Water Fund	FY 2018/19 Actual	FY 2017/18 Actual
Total Revenues	60,221,280	62,790,235
Total Operating Costs	(52,344,138)	(53,936,697)
Net Revenue	7,877,142	8,853,538
Amount Required:		
Debt Service Payments	(4,010,315)	(4,011,373)
Coverage required	1.2	1.2
Amount Required	(4,812,378)	(4,813,648)
Excess of Net Revenues	3,064,764	4,039,890

Wastewater Fund: The Wastewater Fund ended the year with net revenue of $14.1 million, which was down about $1 million compared to the prior year. This was the result of an increase in total wastewater operating costs of about $1 million due to increases in salaries, pension costs, professional services and utilities. Wastewater total revenue remained flat compared to the prior year which was the result of increased sewer service charges and investment income that was offset by decreased recycled water revenue and sewer connection fees.

The City has agreed to set charges for wastewater services each year at rates sufficient to produce net revenues (after paying operating and maintenance expenses, excluding depreciation, GASB 68 pension accounting entries and interest) of at least 1.15 times debt services on the bonds. As shown on the below chart, the City has met this debt service coverage in both fiscal years. Any excess net revenues are set aside for future capital projects.

Wastewater Fund	FY 2018/19 Actual	FY 2017/18 Actual
Total Revenues	38,533,132	38,556,729
Total Operating Costs	(24,456,381)	(23,468,708)
Net Revenue	14,076,751	15,088,021
Amount Required:		
Debt Service Payments	(5,750,013)	(5,775,393)
Coverage Required	1.15	1.15
Amount Required	(6,612,515)	(6,641,702)
Excess of Net Revenues	7,464,236	8,446,319

FOR MORE INFORMATION

This summary report is based on detailed information generated by the City's finance department. If you have any questions or would like additional information on this report, please contact the Finance department at (760) 839-4676 or visit www.escondido.org.

ESCONDIDO
City of Choice

CITY OF ESCONDIDO

BUDGET ADJUSTMENT REQUEST

Date of Request: 10/14/2019

Department: Finance

Division: _____

Project/Budget Manager: Joan Ryan (Name) 4338 (Extension)

Council Date (if applicable): 10/23/2019
(attach copy of staff report)

For Finance Use Only

Log # _____

Fiscal Year _____

_____ Budget Balances
_____ General Fund Accts
_____ Revenue
_____ Interfund Transfers
_____ Fund Balance

Project/Account Description	Account Number	Amount of Increase	Amount of Decrease
Transfer In - Building Maint	4999-650	121,000	
Transfer Out - General Fund	5999-001	121,000	
Transfer In - Workers' Comp	4999-690	500,000	
Transfer Out - General Fund	5999-001	500,000	
Transfer In - Reidy Creek Golf Course Operations	4999-553	130,000	
Transfer Out - General Fund	5999-001	130,000	
Transfer In - Section 115 Irrevocable Trust	4999-795	748,000	
Transfer Out - General Fund	5999-001	748,000	

Explanation of Request:

Use of FY 2018-19 General Fund year-end surplus to be allocated as follows: Building Maintenance unanticipated costs, Workers' Compensation Reserve, Reidy Creek Golf Course operating loss, and Section 115 Irrevocable Pension Trust.

APPROVALS

Department Head — Date: 10-15-19

City Manager — Date

Finance — Date: 10/15/19

City Clerk — Date

Distribution (after approval): Original: Finance

FM\105 (Rev.11/06)

ESCONDIDO
City of Choice

CITY COUNCIL STAFF REPORT

Current Business Item No. 14 **October 23, 2019** **File No. 0440-50**

SUBJECT: Financing Plan and Legal Documents for the Issuance of the 2019 Water System Revenue Refunding Bonds

DEPARTMENT: Finance Department, Utilities Department

RECOMMENDATION:

It is requested that the City Council take the following actions:

1. Adopt Resolution No. 2019-150, approving the issuance and sale of the Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019, in an aggregate principal amount not to exceed $56,000,000 to refund the Water Revenue Certificates of Participation, Series 2007 (the "2007 Bonds") and to refund the Water Revenue Bonds, Series 2012 (the "2012 Bonds").

2. Delegate authority to the City's Financing Team, as defined herein, to determine whether to refund the 2012 Bonds dependent upon market conditions at the time of bond pricing.

3. Authorize the City Manager, or his designee, to execute all documents related to this transaction.

4. Authorize the necessary revenue and expenditure budget adjustments for all transactions associated with the issuance of these Refunding Bond issues.

It is request that the Escondido Joint Powers Financing Authority adopt Resolution No. EJPFA 2019-01, approving the issuance and sale of the Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019, in an aggregate principal amount not to exceed $56,000,000 to refund the Water Revenue Certificates of Participation, Series 2007 (the "2007 Bonds") and to refund the Water Revenue Bonds, Series 2012 (the "2012 Bonds").

FISCAL ANALYSIS:

In compliance with the City's Debt Management Policy, staff works with a Financial Advisor and other external consultants to evaluate market conditions and interest rates in an effort to determine possible cost savings to be achieved through the refunding of outstanding bond issues. The current low interest rate environment and bond redemption provisions provide for refunding opportunities at this time.

The industry standard in evaluating a bond refinancing is to attain a three percent, or higher, savings on a present value basis, including all costs of issuance. The net present value savings on a bond refinancing is calculated by discounting the difference in the future debt service payments on the two issues – the existing bonds and potential new issue – at a projected interest rate for the new

bonds. Although actual present value savings will be determined when the actual interest rate is known at the time of the refunding bond sale, estimated present value savings and other summary information is presented in the table below:

Refunded Bond Issue	Refunded Bond Issue Amount	Refunding Bond Issue	Refunding Bond Principal not to exceed	Estimated True Interest Cost	Estimated Average Annual Cash Flow Savings	Estimated Present Value Dollar Savings	Estimated Present Value Percentage Savings
City of Escondido Revenue Certificates of Participation Series 2007	$30,440,000	**EJPFA Water System Revenue Refunding Bonds Series 2019A**	$26,000,000	2.58%	$334,767	$4,913,196	20.52%
EJPFA Revenue Bonds (Water System Financing) Series 2012	$31,660,000	**EJPFA Water System Revenue Refunding Bonds Series 2019B (Taxable)**	$30,000,000	3.33%	$167,683	$2,852,660	10.32%

Refunding the 2007 Bonds

The 2007 Bonds currently outstanding, in the amount of $23,945,000, are eligible for a current refunding with tax-exempt Water System Revenue Refunding Bonds, Series 2019A (the "2019A Bonds"). The bond market continues to experience historically low interest rates for tax-exempt municipal bonds so refunding these bonds will result in a lower interest rate, generating debt service savings for the Water Utility. The proposed refunding issues will be used to redeem in entirety the outstanding issues, pay administrative and issuance costs associated with the refunding bonds, and fund any necessary reserves. The proposed refunding transactions will not extend the final maturities on the refunded issue.

Refunding the 2012 Bonds

The 2012 Bonds currently outstanding in the amount of $27,630,000 are being considered for an advance refunding with taxable Water System Revenue Refunding Bonds, Series 2019B (the "2019B Bonds"). This refunding is dependent upon current market conditions at the time of bond pricing. If current market conditions remain unchanged, this advance refunding will make economic sense with current net present value savings of 13.58%. The proposed refunding issues will be used to redeem in entirety the outstanding issues, pay administrative and issuance costs associated with the refunding bonds, and fund any necessary reserves. The proposed refunding transactions will not extend the final maturities on the refunded issue.

City Financing Team

The City's Financing Team consists of staff from the Utilities Department, the Finance Department, and the City Attorney's Office, with CSG Advisors Incorporated serving as the Financial Advisor. Authorized Officers of this team include the following:

- Michael McGuinness, City Attorney
- Christopher McKinney, Director of Utilities
- Joan Ryan, Finance Director

With City Council approval, the City's Financing Team will determine whether to refund the 2012 Bonds dependent upon market conditions at the time of bond pricing. In the event that the 2012 Bond refunding can achieve aggregate debt service savings, the Authorized Officers or Officer of the City's Financing Team is authorized to take all necessary action to cause the 2012 Bonds to be refunded in whole or in part, on a taxable or tax-exempt basis, including making such changes, insertions, edits and additions to the Installment Purchase Agreement, the Purchase Contract, the Preliminary Official Statement, the Official Statement and any another documents as are necessary to reflect the refunding of the 2012 Bonds, increasing the principal amount of the Bonds to reflect the refunding of the 2012 Bonds and causing the issuance of the 2019B Bonds to reflect the refunding of the 2012 Bonds.

BACKGROUND:

Bond refinancings or refundings are used by local governments to achieve debt service savings on outstanding bonds. Refunding bonds are characterized as either current refundings or advance refundings. A current refunding is one in which the outstanding refunded bonds are redeemed within 90 days of the date the refunding bonds are issued. In an advance refunding, the refunded bonds are redeemed more than 90 days from the date the refunding bonds are issued. Bond proceeds from advance refundings are placed in an escrow account until the bonds are called (retired). Changes in federal tax law in late 2017 eliminated the ability of governments to issue advance refundings using tax-exempt bonds. Advance refundings using taxable bonds are still permitted.

The 2007 Bond refunding is a current refunding as the bonds will be redeemed (retired) within 90 days of the date that the refunding bonds are issued. Because this is a current refunding, the bonds can be refunded with non-taxable bonds that are issued at a lower interest rate than taxable bonds. Bond proceeds from the 2019A Bonds will be placed in the debt service fund to redeem the refunded bonds within 90 days.

The 2012 Bond refunding is an advance refunding as the refunded bonds will be redeemed more than 90 days from the date that the refunding bonds are issued. Because this is an advance refunding, the bonds will be refunded with taxable bonds. Bond proceeds from the 2019B Bonds will be placed in an escrow account and held until the call date of the refunded bonds, which is March 1, 2022. Once the 2019B Bonds are issued, they will effectively replace the 2012 Bonds from the City's perspective and 2012 Bondholders will only be entitled to payment from the escrow fund (not from water system revenues). Although the 2012 Bonds will not be refunded until 2022, advance refinancing is advantageous to the City because the potential savings of issuing the 2019 Bonds at very low rates more than offsets the "negative arbitrage", that is the interest that will be paid on the 2012 bonds from the escrow account.

To carry out the refinancing, the City has retained the firms of Stifel, Nicolaus & Company, Incorporated, as Underwriter; and Stradling Yocca Carlson & Rauth as Bond and Disclosure Counsel.

The following documents, as referred to within the Resolution No. 2019-150 are to be approved:

Trust Indenture. The Trust Indenture documents set forth the bond terms and conditions, including the terms under which the City can redeem (prepay) the 2019A and 2019B Bonds, and describes how the bond trustee will pay bondholders. (See Attachment 1)

Installment Purchase Agreement. Provides for parity pledge of Water System Revenues, net of operations and maintenance costs. Also contains a covenant to set Water System rates and charges each fiscal year at levels that are expected to cover debt service on the 2019A and 2019B Bonds, as well as the conditions that the City must meet in order to issue additional Water System debt. (See Attachment 2)

Escrow Agreement (2012 Bonds). The Escrow Agreement establishes an escrow fund into which moneys sufficient to redeem the 2012 Bonds will be deposited and held until the 2012 Bonds are redeemed in 2022. No escrow agreement is needed for the 2007 Certificates, as those obligations will be redeemed upon the issuance of the 2019A Bonds (with no escrow period). (See Attachment 3)

Bond Purchase Agreement. The Bond Purchase Agreement provides for the sale of the Refunding Bonds to the Underwriter and describes the documents, certificates and opinions that must be finalized in order to close on the Refunding Bonds. (See Attachment 4)

Preliminary Official Statement. The Official Statement describes the security for the Refunding Bonds, contains information about the City and the Water System and discloses potential risks to prospective investors. The Preliminary Official Statement is subject to federal securities laws, which require that all material information about such matters must be disclosed. (See Attachment 5)

Continuing Disclosure Certificate. The Continuing Disclosure Certificate provides for City's ongoing continuing disclosure duties in connection with the Refunding Bonds, including the obligation to update certain information about the Water System annually and to update investors with information about rating changes on the Refunding Bonds and similar events should they occur in the future. (See Attachment 6)

All legal documents associated with the Refunding are in substantially final form and on file and available for review with the City Clerk. The above referenced documents will be in final form subsequent to the pricing and sale of the Refunding Bonds issues.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joan Ryan, Director of Finance
10/16/19 3:35 p.m.

Christopher W. McKinney, Director of Utilities
10/16/19 3:20 p.m.

ATTACHMENTS:

1. Attachment 1 - Trust Indenture (requires only EJPFA Board approval)
2. Attachment 2 - Installment Purchase Agreement
3. Attachment 3 - Escrow Agreement (2012 Bonds)
4. Attachment 4 - Bond Purchase Agreement
5. Attachment 5 - Preliminary Official Statement
6. Attachment 6 - Continuing Disclosure Certificate (requires only City Council approval)
7. Resolution No. 2019-150 Approving the Issuance and Sale of the Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019
8. Resolution No. 2019-150 – Exhibit A – Good Faith Estimate
9. Resolution No. EJPFA 2019-01 Approving the Issuance and Sale of the Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019
10. Resolution No. EJPFA 2019-01 – Exhibit A – Good Faith Estimate

ATTACHMENT 1

INDENTURE OF TRUST

Dated as of November 1, 2019

by and between

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

and the

ESCONDIDO JOINT POWERS FINANCING AUTHORITY

Relating to

$_____
ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019A

$_____
ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019B (TAXABLE)

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INDENTURE OF TRUST

THE INDENTURE OF TRUST is made and entered into and dated as of November 1, 2019, by and between the ESCONDIDO JOINT POWERS FINANCING AUTHORITY, a joint exercise of powers agency that is duly organized and existing under and by virtue of the laws of the State of California (the "**Authority**"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association that is duly organized and existing under the laws of the United States of America, as trustee hereunder (the "**Trustee**").

RECITALS

A. The Authority has been created pursuant to the JPA Agreement with the powers, among others, to issue bonds and to finance water facilities on behalf of its members.

B. The City of Escondido (the "**City**"), a member of the Authority, has determined that it is in the best interest of the public to finance and refinance certain improvements to its Water System with the assistance of the Authority.

C. The Authority is authorized pursuant to State law, including but not limited to, Section 6588(c) of the Government Code of the State of California (the "**Government Code**") and pursuant to Sections 4.02 and 4.03 of the JPA Agreement to incur indebtedness to finance and refinance such improvements, and is authorized pursuant to State law, including but not limited to Section 6588(m) of the Government Code, to assign and pledge to the repayment of such indebtedness amounts payable to the Authority by its members.

D. The City has determined that it is in the City's best interest to refinance the acquisition and construction of certain existing improvements, betterments, renovations and expansions of facilities within its Water System (collectively, the "**2007 Project**"), as further described in the Installment Purchase Agreement.

E. The City has also determined that it is in the City's best interest to refinance the acquisition and construction of certain other existing improvements, betterments, renovations and expansions of facilities within its Water System (collectively, the "**2012 Project**"), as further described in the Installment Purchase Agreement.

F. The Authority hereby finds pursuant to Section 6586 of the Government Code that the issuance of the bonds that are authorized under Section 2.01 hereof (the "**Bonds**") to refinance the 2007 Project and the 2012 Project will have demonstrable savings in effective interest rate, bond preparation, bond underwriting or bond issuance costs and significant reductions in effective user charges levied by the City.

G. In order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and premium, if any, thereon, the Authority has authorized the execution and delivery of the Indenture.

H. The Authority has determined that all acts and proceedings which are required by law and necessary to make the Bonds, when executed by the Authority, authenticated and delivered by the Trustee, and duly issued, the valid, binding and legal special obligations of the Authority, and to

constitute the Indenture a valid and binding agreement for the uses and purposes set forth herein in accordance with its terms, have been done and taken, and the execution and delivery of the Indenture have been in all respects duly authorized.

GRANTING CLAUSES

The Authority, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein and the purchase and acceptance of the Bonds by the owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and the interest and premium (if any) on all Bonds at any time issued and Outstanding under the Indenture, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, does hereby assign and pledge unto, and grant a security interest in, the following (the "**Trust Estate**") to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Authority to the Bond Owners hereinafter set forth:

FIRST

All right, title and interest of the Authority in and to the Authority Revenues (as such term is defined herein), including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any Authority Revenues which are payable to or receivable by the Authority under the Constitution of the State, the Government Code and the Indenture and any other applicable laws of this State or otherwise, to bring actions and proceedings thereunder for the enforcement thereof, and to do any and all things which the Authority is or may become entitled to do thereunder, subject to the terms hereof.

SECOND

All moneys and securities held in funds and accounts of the Indenture, except amounts held in the Rebate Fund, and all other rights of every name and nature from time to time herein or hereafter by delivery or by writing of any kind pledged, assigned or transferred as and for additional security hereunder to the Trustee by the Authority or by anyone on its behalf, or with its written consent, and to hold and apply the same, subject to the terms hereof.

THIRD

All of the rights, title, and interest of the Authority in the Installment Purchase Agreement, including all rights of the Authority to receive payments thereunder and all rights of the Authority thereunder as may be necessary to enforce compliance with said provisions (including enforcement of payment obligations and rate covenants, if any, contained in the Installment Purchase Agreement) or otherwise to protect the interest of the Owners of the Bonds, subject to the terms hereof, and excepting therefrom any rights to indemnification or to receive notices thereunder.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever for the benefit of the Owners, and such pledge shall constitute a lien on and security interest in such Trust Estate;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued

under and secured by the Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds;

PROVIDED, HOWEVER, that if the Authority, its successors or assigns shall well and truly pay, or cause to be paid, the principal of and interest and any redemption premium on the Bonds due or to become due thereon, at the times and in the manner provided in the Bonds according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all of the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due in accordance with the terms and provisions hereof, then upon such final payments or deposits as herein provided, the Indenture and the rights hereby granted shall cease, terminate and be void; otherwise the Indenture shall remain in full force and effect.

It is expressly declared that all Bonds which are issued and secured hereunder are to be issued, authenticated and delivered, and all sold property, rights and interests, including, without limitation, the Authority Revenues, hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Authority has agreed and covenanted and does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; CONTENT OF CERTIFICATES AND OPINIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms that are defined in this Section 1.01 shall, for all purposes of the Indenture and of any indenture supplemental hereto and of any certificate, opinion or other document herein mentioned, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined. Unless the context otherwise requires, all capitalized terms that are used herein and not defined have the meanings ascribed thereto in the Installment Purchase Agreement.

Authority. The term "Authority" means the Escondido Joint Powers Financing Authority, a public body that is duly organized and existing under the JPA Agreement, and under the Constitution and laws of the State of California.

Authority Revenues. The term "Authority Revenues" means: (a) all Series 2019 Installment Payments received by the Authority or the Trustee pursuant to or with respect to the Installment Purchase Agreement; and (b) all interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder.

Authorized Representative. The term "Authorized Representative" means with respect to the Authority, its Chair, Vice Chair, Secretary, Auditor and Treasurer or Executive Director or any other person designated as an Authorized Representative of the Authority by a Certificate of the Authority signed by its Chair, Vice Chair, Secretary, Auditor and Treasurer or Executive Director and filed with the Trustee.

Bond Counsel. The term "Bond Counsel" means Stradling, Yocca, Carlson & Rauth, or another firm of nationally recognized attorneys experienced in the issuance of obligations the interest on which is excludable from gross income under Section 103 of the Code.

Bond Payment Fund. The term "Bond Payment Fund" means the fund by that name established pursuant to Section 5.01(c).

Bond Year. The term "Bond Year" has the meaning that is given to such term in the Tax Certificate.

Bonds. The term "Bonds" means the 2019A Bonds and 2019B Bonds issued by the Authority and at any time Outstanding pursuant to the Indenture.

Business Day. The term "Business Day" means: (i) a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State, or in any other state in which the Office of the Trustee is located, are closed; or (ii) a day on which the New York Stock Exchange is not closed.

Certificate; Direction; Request; Requisition. The terms "Certificate," "Direction," "Request," and "Requisition" of the Authority mean a written certificate, direction, request or requisition signed in the name of the Authority by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument. If and to the extent required by Section 1.02, each such instrument shall include the statements that are provided for in Section 1.02.

City. The term "City" means the City of Escondido, a municipal corporation that is duly organized and existing under and by virtue of the general laws of the State.

Closing Date. The term "Closing Date" means the date on which the Bonds are delivered to the original purchaser thereof.

Code. The term "Code" means the Internal Revenue Code of 1986, as amended.

Costs of Issuance. The term "Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Authority and related to the authorization, issuance, sale and delivery of the Bonds, including but not limited to costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Trustee and counsel to the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, title insurance premiums, letter of credit fees and bond insurance premiums (if any), fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

Costs of Issuance Fund. The term "Costs of Issuance Fund" means the fund by that name established pursuant to Section 3.03.

Depository; DTC. The terms "Depository" and "DTC" mean The Depository Trust Company, New York, New York, a limited purpose trust company that is organized under the laws of the State of New York, in its capacity as securities depository for the Bonds.

Event of Default. The term "Event of Default" means any of the events that are specified in Section 7.01.

Federal Securities. The term "Federal Securities" means any direct, noncallable general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), or noncallable obligations the timely payment of principal of and interest on which are fully and unconditionally guaranteed by the United States of America.

Fitch. The term "Fitch" means Fitch Ratings, Inc., or any successor thereto.

Government Code. The term "Government Code" means the Government Code of the State.

Indenture. The term "Indenture" means the Indenture of Trust, dated as of November 1, 2019, by and between the Authority and the Trustee, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture.

Information Services. The term "Information Services" means the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the Authority may specify in a certificate to the Authority and the Trustee as the Trustee may select.

Installment Purchase Agreement. The term "Installment Purchase Agreement" means the Installment Purchase Agreement, dated as of the date hereof, by and between the Authority and the City, as amended from time to time.

Interest Account. The term "Interest Account" means the account by that name in the Bond Payment Fund established pursuant to Section 5.01.

Interest Payment Date. The term "Interest Payment Date" means March 1 and September 1 of each year, commencing [March 1, 2020].

Investment Agreement. The term "Investment Agreement" means an investment agreement by a provider, supported by appropriate opinions of counsel, provided that any such Investment Agreement shall: (i) be from a provider rated by S&P or Moody's at "A-" or "A3", respectively, or above; (ii) require the Authority or the City to terminate such agreement and immediately reinvest the proceeds thereof in other Permitted Investments if the rating assigned to the provider by S&P or Moody's falls to "BBB" or "Baa2", respectively, or below; and (iii) expressly permit the withdrawal, without penalty, of any amounts necessary at any time to fund any deficiencies on account of debt service requirements with respect to the Bonds, together with such amendments as may be approved by the Authority and the Trustee from time to time.

Letter of Representations. The term "Letter of Representations" means the letter of the Authority delivered to and accepted by the Depository on or prior to delivery of the Bonds as book-entry bonds setting forth the basis on which the Depository serves as depository for such book-entry bonds, as originally executed or as it may be supplemented or revised or replaced by a letter from the Authority delivered to and accepted by the Depository.

Moody's. The term "Moody's" means Moody's Investors Service, Inc. or any successor thereto.

Nominee. The term "Nominee" means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.08 hereof.

Office. The term "Office" means with respect to the Trustee, the principal corporate trust office of the Trustee at 400 South Hope Street, 5th Floor, Los Angeles, California 90071, Attention: Corporate Trust, Reference: Escondido Joint Powers Financing Authority, Series 2019, or at such other or additional offices as may be specified in writing by the Trustee to the Authority, except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term means the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

Opinion of Counsel. The term "Opinion of Counsel" means a written opinion of counsel (including but not limited to counsel to the Authority) selected by the Authority. If and to the extent required by the provisions of Section 1.02, each Opinion of Counsel shall include the statements provided for in Section 1.02.

Outstanding. The term "Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 11.09) all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under the Indenture except: (i) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (ii) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.02, including Bonds (or portions thereof) described in Section 11.10; and (iii) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the Indenture.

Owner; Bond Owner. The terms "Owner" or "Bond Owner," whenever used herein with respect to a Bond, mean the person in whose name the ownership of such Bond is registered on the Registration Books.

Participants. The term "Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

Permitted Investments. The term "Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein (provided that the Trustee shall be entitled to rely upon any written Request from the Authority as conclusive certification that the investments described therein are so authorized under the laws of the State):

(A) for all purposes, including: (i) as defeasance investments in refunding escrow accounts; and (ii) for the purpose of investing (and receiving premium credit for) accrued and capitalized interest: (1) cash; or (2) Federal Securities; and

(B) for all purposes other than: (i) defeasance investments in refunding escrow accounts; and (ii) investing (and receiving credit for) accrued and capitalized interest: (1) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including the Export-Import Bank; Farmers Home Administration; General Services Administration; U.S. Maritime Administration; Small Business Administration; Government National Mortgage Association (GNMA); U.S. Department of Housing & Urban Development (PHAs); and

Federal Housing Administration; (2) bonds, notes or other evidences of indebtedness rated "AAA" and "Aaa" by the applicable Rating Agency issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years; (3) U.S. dollar denominated deposit accounts, demand deposits, including interest bearing money market accounts, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, other deposit products, certificates of deposit, federal funds and banker's acceptances with domestic commercial banks, which may include the Trustee and its affiliates, which: (I) have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's; or (II) deposits insured by the Federal Deposit Insurance Corporation maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank); (4) commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P and "P-1" by Moody's and which matures not more than 270 days after the date of purchase; (5) investments in a money market fund rated "AAAm," "AAAm-G," "AAm" or "AAm-G" or better by S&P, including funds for which the Trustee or its affiliates receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise; (6) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice and which are rated, based on the escrow, in the highest rating category of S&P and Moody's, or any successor thereto; (7) any Investment Agreement; (8) the Local Agency Investment Fund of the State of California; and (9) any other investment permitted by law.

Principal Account. The term "Principal Account" means the account by that name in the Bond Payment Fund established pursuant to Section 5.01.

Rating Agencies. The term "Rating Agencies" means S&P, Moody's and Fitch.

Rebate Fund. The term "Rebate Fund" means the fund by that name established pursuant to Section 5.07.

Record Date. The term "Record Date" means, with respect to any Interest Payment Date, the fifteenth (15th) day of the calendar month preceding such Interest Payment Date, whether or not such day is a Business Day.

Redemption Date. The term "Redemption Date" means the date fixed for an optional redemption prior to maturity of the Bonds.

Redemption Fund. The term "Redemption Fund" means the fund by that name established pursuant to Section 5.05.

Redemption Price. The term "Redemption Price" means, with respect to any Bond (or portion thereof), the principal amount of such Bond (or portion) plus the interest accrued to the applicable Redemption Date and the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond and the Indenture.

Registration Books. The term "Registration Books" means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Bonds pursuant to Section 2.05.

Responsible Officer of the Trustee. The term "Responsible Officer of the Trustee" means any officer within the corporate trust division (or any successor group or department of the Trustee) including any vice president, assistant vice president, assistant secretary or any other officer or assistant officer of the Trustee customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, with responsibility for the administration of the Indenture.

S&P. The term "S&P" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, or any successor thereto.

Securities Depositories. The term "Securities Depositories" means The Depository Trust Company; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the Authority may designate in a Request of the Authority delivered to the Trustee.

State. The term "State" means the State of California.

Supplemental Indenture. The term "Supplemental Indenture" means any indenture that is hereafter duly authorized and entered into between the Authority and the Trustee, supplementing, modifying or amending the Indenture; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

Tax Certificate. The term "Tax Certificate" means the Tax Certificate dated the Closing Date, concerning certain matters pertaining to the use and investment of proceeds of the 2019A Bonds issued by the Authority on the date of issuance of the 2019A Bonds, including any and all exhibits attached thereto.

Trustee. The term "Trustee" means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America, or its successor, as Trustee hereunder as provided in Section 8.01.

2007 Trustee. The term "2007 Trustee" means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America, in its capacity as trustee for the 2007 Certificates.

2007 Certificates. The term "2007 Certificates" means the City of Escondido Revenue Certificates of Participation, Series 2007, executed and delivered by the 2007 Trustee.

2012 Bonds. The term "2012 Bonds" means the Escondido Joint Powers Financing Authority Revenue Bonds (Water System Financing), Series 2012.

2012 Trustee. The term "2012 Trustee" means The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America, in its capacity as trustee for the 2012 Bonds.

2019A Bonds. The term "2019A Bonds" means the Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019A issued pursuant to this Indenture.

2019B Bonds. The term "2019B Bonds" means the Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019B (Taxable) issued pursuant to this Indenture.

Section 1.02. Content of Certificates and Opinions. Every certificate or opinion that is provided for in the Indenture, except the certificate of destruction that is provided for in Section 11.05 hereof, with respect to compliance with any provision hereof shall include: (1) a statement that the person making or giving such certificate or opinion has read such provision and the definitions herein relating thereto; (2) a brief statement as to the nature and scope of the examination or investigation upon which the certificate or opinion is based; (3) a statement that, in the opinion of such person he or she has made or caused to be made such examination or investigation as is necessary to enable such person to express an informed opinion with respect to the subject matter referred to in the instrument to which such person's signature is affixed; (4) a statement of the assumptions upon which such certificate or opinion is based, and that such assumptions are reasonable; and (5) a statement as to whether, in the opinion of such person, such provision has been complied with.

Any such certificate or opinion that is made or given by an officer of the Authority may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel or an Independent Certified Public Accountant, unless such officer knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel or an Independent Certified Public Accountant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Authority) upon a certificate or opinion of or representation by an officer of the Authority, unless such counsel or Independent Certified Public Accountant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based, as aforesaid, is erroneous. The same officer of the Authority, or the same counsel or Independent Certified Public Accountant, as the case may be, need not certify to all of the matters that are required to be certified under any provision of the Indenture, but different officers, counsel or Independent Certified Public Accountants may certify to different matters, respectively.

Section 1.03. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa, and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of the Indenture; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to the Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

THE BONDS

Section 2.01. Authorization of Bonds.

(a) The Authority hereby authorizes the issuance hereunder from time to time of the 2019A Bonds, which shall constitute special obligations of the Authority, for the purpose of refinancing the 2007 Project. The 2019A Bonds are hereby designated the "Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019A" in the aggregate principal amount of $____.

(b) The Authority hereby authorizes the issuance hereunder from time to time of the 2019B Bonds, which shall constitute special obligations of the Authority, for the purpose of refinancing the 2012 Project. The 2019B Bonds are hereby designated the the "Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019B (Taxable)" in the aggregate principal amount of $____.

(c) The Indenture constitutes a continuing agreement with the Owners from time to time of the Bonds to secure the full payment of the principal of and interest and premium (if any) on all the Bonds, subject to the covenants, provisions and conditions herein contained.

Section 2.02. Terms of the Bonds. The Bonds shall be issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof.

The 2019A Bonds shall mature on September 1 in each of the years and in the amounts set forth below and shall bear interest on each Interest Payment Date at the rates set forth below:

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*
20__	$	%

*

_____
* Term Bond.

The 2019B Bonds shall mature on September 1 in each of the years and in the amounts set forth below and shall bear interest on each Interest Payment Date at the rates set forth below:

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*
20__	$	%

*

* Term Bond.

Interest on the Bonds shall be payable on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee sent by first class mail on the applicable Interest Payment Date to the Owner at the address of such Owner as it appears on the Registration Books (except that in the case of an Owner of one million dollars ($1,000,000) or more in principal amount, such payment may, at such Owner's option, be made by wire transfer of immediately available funds to an account in the United States in accordance with written instructions provided to the Trustee by such Owner prior to the Record Date. Principal of and premium (if any) on any Bond shall be paid by check of the Trustee upon presentation and surrender thereof at maturity or upon the prior redemption thereof, at the Office of the Trustee. Both the principal of and interest and premium (if any) on the Bonds shall be payable in lawful money of the United States of America.

Each Bond shall be dated the date of initial delivery, and shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless: (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) unless it is authenticated on or before [February 15, 2020], in which event it shall bear interest from the date of initial delivery; provided, however, that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 2.03. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred on the Registration Books by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond at the Office of the Trustee for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. The Trustee shall not be required to register the transfer of any Bond during the period in which the Trustee is selecting Bonds for redemption and any Bond that has been selected for redemption.

Whenever any Bond or Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds of authorized denomination or denominations for a like series and aggregate principal amount of the same maturity and series. The Trustee shall require the Bond Owner requesting such transfer to pay any tax or other governmental charge that is required to be paid with respect to such transfer. Following any transfer of Bonds, the Trustee will cancel and destroy the Bonds that it has received.

Prior to any transfer of the Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045, as amended. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.04. Exchange of Bonds. Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of other authorized denominations of the same series and maturity. The Trustee shall not be required to exchange any Bond during the period in which the Trustee is selecting Bonds for redemption and any Bond that has been selected for redemption. The Trustee shall require the Bond Owner requesting such exchange to pay any tax or other governmental charge that is required to be paid with respect to such exchange. Following any exchange of Bonds, the Trustee will cancel and destroy the Bonds that it has received.

Section 2.05. Registration Books. The Trustee will keep or cause to be kept, at the Office of the Trustee, records for the registration and transfer of ownership of the Bonds, which shall upon reasonable notice and at reasonable times be open to inspection during regular business hours by the Authority, the City and the Owners; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such records, the ownership of the Bonds as hereinbefore provided.

The person in whose name any Bond shall be registered shall be deemed the Owner thereof for all purposes hereof, and payment of or on account of the interest on and principal and Redemption Price of such Bonds shall be made only to or upon the order in writing of such registered Owner, which payments shall be valid and effectual to satisfy and discharge liability upon such Bond to the extent of the sum or sums so paid.

Section 2.06. Form and Execution of Bonds. The Bonds shall be in substantially the form set forth in Exhibit A. The Bonds shall be executed in the name and on behalf of the Authority with the manual or facsimile signature of its Chair, attested by the manual or facsimile signature of its Secretary. The Bonds may carry a seal, and such seal may be in the form of a facsimile of the Authority's seal and may be reproduced, imprinted or impressed on the Bonds. The Bonds shall then be delivered to the Trustee for authentication by it. In case any of the officers who shall have signed

or attested any of the Bonds shall cease to be such officer or officers of the Authority before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee, or issued by the Authority, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and attested the same had continued to be such officers of the Authority, and any Bonds may be signed and attested on behalf of the Authority by those persons who at the actual date of execution of such Bonds are the proper officers of the Authority although at the nominal date of such Bonds any such person shall not have been such officer of the Authority.

Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form set forth in Exhibit A, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of the Indenture, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of the Indenture.

Section 2.07. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Authority, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor, series and authorized denomination in exchange and substitution for the Bonds so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and upon the written request of the Authority delivered to, or upon the order of, the Authority. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Authority, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor, series and authorized denomination in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof). The Authority may require payment by the Owner of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the Authority and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Authority whether or not the Bond so alleged to be lost, destroyed, or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of the Indenture with all other Bonds secured by the Indenture. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond for a Bond which has been mutilated, lost, destroyed or stolen and which has matured or has been selected for redemption, the Trustee may make payment of such Bond upon receipt of indemnity satisfactory to the Trustee.

Section 2.08. Book-Entry System.

(a) Election of Book-Entry System. Prior to the issuance of the Bonds, the Authority may provide that such Bonds shall be initially issued as book-entry Bonds. If the Authority shall elect to deliver any Bonds in book-entry form, then the Authority shall cause the delivery of a separate single fully registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination corresponding to that total principal amount of the Bonds designated to mature on such date. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Registration Books in the name of the Nominee, as nominee of the Depository, and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 2.08(e).

With respect to book-entry Bonds, the Authority and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the Authority and the Trustee shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Registration Books, of any notice with respect to book-entry Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be redeemed in the event that the Authority redeems the Bonds in part; or (iv) the payment by the Depository or any Participant or any other person of any amount of principal of, premium, if any, or interest on book-entry Bonds. The Authority and the Trustee may treat and consider the person in whose name each book-entry Bond is registered in the Bond Registration Books as the absolute Owner of such book-entry Bond for the purpose of payment of principal of, premium and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Registration Books, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Registration Books, shall receive a Bond evidencing the obligation to make payments of principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Authority and the Trustee of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in the Indenture shall refer to such nominee of the Depository.

(b) Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the Authority shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Registration Books. In addition to the execution and delivery of a Letter of Representations, the Authority and the Trustee, if necessary, shall take such other actions, not inconsistent with the Indenture, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

(c) Selection of Depository. In the event that: (i) the Depository determines not to continue to act as securities depository for book-entry Bonds; or (ii) the Authority determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Bonds or the Authority, then the Authority will discontinue the book-entry system with the Depository. If the Authority determines to replace the Depository with another qualified securities depository, the Authority shall prepare or direct the preparation of a new single, separate, fully registered Bond for each of the maturity dates of such book-entry Bonds, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (e) hereof. If the Authority fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of Sections 2.03 and 2.04 hereof.

(d) Payments To Depository. Notwithstanding any other provision of the Indenture to the contrary, so long as all Outstanding Bonds are held in book-entry form and registered in the name of the Nominee, all payments of principal of, redemption premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Trustee notwithstanding any inconsistent provisions herein.

(e) Transfer of Bonds to Substitute Depository.

(i) The Bonds shall be initially issued as provided in Section 2.01 hereof. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(A) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to clause (B) of subsection (i) of this Section 2.08(e) (a "**Substitute Depository**"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(B) to any Substitute Depository, upon: (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository; or (2) a determination by the Authority that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(C) to any person as provided below, upon: (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository; or (2) a determination by the Authority that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(ii) In the case of any transfer pursuant to clause (A) or clause (B) of subsection (i) of this Section 2.08(e), upon receipt of all Outstanding Bonds by the Trustee, together with a written request of the Authority to the Trustee designating the Substitute Depository, a single new Bond, which the Authority shall prepare or cause to be prepared, shall be issued for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the Authority. In the case of any transfer pursuant to clause (C) of subsection (i) of this Section 2.08(e), upon receipt of all Outstanding Bonds by the Trustee, together with a written request of the Authority to the Trustee, new Bonds, which the Authority shall prepare or cause to be prepared, shall be issued in such denominations and registered in the names of such persons as are requested in such written request of the Authority, subject to the limitations of Section 2.01 hereof, provided that the Trustee shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the Authority.

(iii) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee, all in accordance with the Letter of Representations. The Trustee shall not be liable for such Depository's failure to make such notations or errors in making such notations and the records of the Trustee as to the outstanding principal amount of such Bonds shall be controlling.

(iv) The Authority and the Trustee shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of the Indenture and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Authority; and the Authority and the Trustee shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the Authority nor the Trustee shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Trustee may rely conclusively on its records as to the identity of the Owners of the Bonds.

ARTICLE III

ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

Section 3.01. Issuance of the Bonds. At any time after the execution of the Indenture, the Authority may execute and the Trustee shall authenticate and, upon Request of the Authority, deliver the Bonds in the aggregate principal amount of $____.

Section 3.02. Application of Proceeds of the Bonds.

(a) The proceeds received by the Trustee from the sale of the 2019A Bonds shall be deposited in trust with the Trustee, who shall apply such proceeds as follows pursuant to a Direction of the Authority or the City:

(i) The Trustee shall deposit the amount of $_____ in the Costs of Issuance Fund.

(ii) The Trustee shall transfer the amount of $____ to the 2007 Trustee to be applied to prepay the 2007 Certificates.

(b) The proceeds received by the Trustee from the sale of the 2019B Bonds shall be deposited in trust with the Trustee, who shall apply such proceeds as follows pursuant to a Direction of the Authority or the City:

(i) The Trustee shall deposit the amount of $_____ in the Costs of Issuance Fund.

(ii) The Trustee shall transfer the amount of $____ to the 2012 Trustee to be applied to defease the 2012 Bonds.

The Trustee may establish temporary funds or accounts in its records to facilitate and record the above transfer of proceeds.

Section 3.03. Establishment and Application of Costs of Issuance Fund. The Trustee shall establish, maintain and hold in trust a separate fund designated as the "Costs of Issuance Fund." The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance upon submission of Requisitions of the Authority stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred, that such payment is a proper charge against said fund and that payment for such charge has not previously been made. Each such Requisition of the Authority shall be sufficient evidence to the Trustee of the facts stated

therein, and the Trustee shall have no duty to confirm the accuracy of such facts. On the six month anniversary of the Closing Date, or upon the earlier Request of the Authority, all amounts remaining in the Costs of Issuance Fund shall be deposited in the Interest Account and the Costs of Issuance Fund shall be closed.

Section 3.04. [Reserved].

Section 3.05. Validity of Bonds. The validity of the authorization and issuance of the Bonds is not dependent on and shall not be affected in any way by any proceedings taken by the Authority, the City or the Trustee with respect to or in connection with the Installment Purchase Agreement. The recital contained in the Bonds that the same are issued pursuant to the Constitution and laws of the State shall be conclusive evidence of the validity and of compliance with the provisions of law in their issuance.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Terms of Redemption.

(a) The 2019A Bonds with stated maturities on or after September 1, 20__, are subject to redemption prior to their respective stated maturities, as a whole or in part as directed by the Authority in a Request provided to the Trustee at least 35 days (or such lesser number of days acceptable to the Trustee in the sole discretion of the Trustee, such notice for the convenience of the Trustee) and by lot within each maturity in integral multiples of $5,000, on ____ 1, 20__ or any date thereafter at a Redemption Price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium.

The 2019B Bonds with stated maturities on or after September 1, 20__, are subject to redemption prior to their respective stated maturities, as a whole or in part as directed by the Authority in a Request provided to the Trustee at least 35 days (or such lesser number of days acceptable to the Trustee in the sole discretion of the Trustee, such notice for the convenience of the Trustee) and by lot within each maturity in integral multiples of $5,000, on ____ 1, 20__ or any date thereafter at a Redemption Price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium.

In the event of a an optional redemption, the Authority shall provide the Trustee with a revised sinking fund schedule giving effect to the optional redemptions so completed.

(b) The 2019A Bonds with stated maturities on September 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on September 1, 20__ and each September 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (September 1)	*Principal Amount*
20__	$
*	

* Maturity.

If some but not all of the 2019A Bonds maturing on September 1, 20__ are redeemed pursuant to subsection (a), the principal amount of the applicable Bonds to be redeemed pursuant to this subsection (b) on any subsequent September 1 will be reduced, by $5,000 or an integral multiple thereof, as designated by the Authority in a Certificate of the Authority filed with the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of the applicable 2019A Bonds redeemed pursuant to subsection (a).

The 2019B Bonds with stated maturities on September 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on September 1, 20__ and each September 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (September 1)	*Principal Amount*
20__	$
*	

* Maturity.

If some but not all of the 2019B Bonds maturing on September 1, 20__ are redeemed pursuant to subsection (a), the principal amount of the applicable Bonds to be redeemed pursuant to this subsection (b) on any subsequent September 1 will be reduced, by $5,000 or an integral multiple thereof, as designated by the Authority in a Certificate of the Authority filed with the Trustee; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of the applicable 2019B Bonds redeemed pursuant to subsection (a).

Section 4.02. Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the Bonds, the Trustee shall select the Bonds for redemption as a whole or in part on any date as directed by the Authority and by lot within each maturity in integral multiples of $5,000 in accordance with Section 4.01 hereof. The Trustee will promptly notify the Authority in writing of the numbers of the Bonds or portions thereof so selected for redemption.

Section 4.03. Notice of Redemption. Notice of redemption shall be mailed by first class mail not less than twenty (20) days nor more than sixty (60) days before any Redemption Date, to the respective Owners of any Bonds that are designated for redemption at their addresses appearing on the

Registration Books, to the Securities Depositories and the Information Services. Each notice of redemption shall state the date of notice, the redemption date, the place or places of redemption and the Redemption Price, and shall designate the maturities, CUSIP numbers, if any, and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on the redemption date there will become due and payable on each of said Bonds or parts thereof that are designated for redemption the Redemption Price thereof or of said specified portion of the principal thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the redemption date, and that (provided that moneys for redemption have been deposited with the Trustee) from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered to the Trustee. Neither the failure to receive such notice nor any defect in the notice or the mailing thereof will affect the validity of the redemption of any Bond. Notice of redemption of Bonds shall be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys that are sufficient to pay the principal of, premium, if any, and interest on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Trustee shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Section 4.04. Partial Redemption of Bonds. Upon surrender of any Bond redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered and of the same series, interest rate and maturity.

Section 4.05. Effect of Redemption. Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption shall become due and payable, interest on the Bonds so called for redemption shall cease to accrue, said Bonds (or portions thereof) shall cease to be entitled to any benefit or security under the Indenture, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. The Trustee shall, upon surrender for payment of any of the Bonds to be redeemed on their Redemption Dates, pay such Bonds at the Redemption Price.

All Bonds redeemed pursuant to the provisions of this Article shall be canceled upon surrender thereof.

ARTICLE V

REVENUES, FUNDS AND ACCOUNTS;
PAYMENT OF PRINCIPAL AND INTEREST

Section 5.01. Pledge and Assignment; Bond Payment Fund.

(a) All of the Authority Revenues and any other amounts (including proceeds of the sale of the Bonds) held in any fund or account that is established pursuant to the Indenture (except the Rebate Fund) are hereby irrevocably pledged to secure the payment of the principal of and interest, and the premium, if any, on the Bonds in accordance with their terms and the provisions of the Indenture. Said pledge shall constitute a lien on and security interest in such amounts and shall attach, be perfected and be valid and binding from and after the Closing Date, without any physical delivery thereof or further act and shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Authority, irrespective of whether such parties have notice hereof.

(b) The Authority, for good and valuable consideration in hand received, does hereby irrevocably assign and transfer to the Trustee without recourse, for the benefit of the Owners of the Bonds as set forth herein, all of its rights, title, and interest in all Series 2019 Installment Payments payable by the City pursuant to the Installment Purchase Agreement, including all rights of the Authority thereunder as may be necessary to enforce compliance with said provisions (including enforcement of payment obligations and rate covenants, if any, contained in the Installment Purchase Agreement, or otherwise to protect the interest of the Owners of the Bonds). Such assignment shall be subject to and limited by the terms of the Indenture.

(c) There is hereby established with the Trustee the Bond Payment Fund, which the Trustee covenants to maintain and hold in trust separate and apart from other funds held by it so long as any Series 2019 Installment Payments remain unpaid. Except as directed in Sections 5.06 and 5.08, all Authority Revenues shall be promptly deposited by the Trustee upon receipt thereof into the Bond Payment Fund; except that all moneys received by the Trustee and required hereunder to be deposited in the Redemption Fund shall be promptly deposited therein. All Authority Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in the Indenture. The Trustee shall also create and maintain an Interest Account and a Principal Account within the Bond Payment Fund.

Section 5.02. Allocation of Authority Revenues. The Trustee shall transfer from the Bond Payment Fund and deposit into the following respective accounts the following amounts in the following order of priority and at the following times, the requirements of each such account (including the making up of any deficiencies in any such account resulting from lack of Authority Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(a) Not later than the Business Day preceding each date on which the interest on the Bonds shall become due and payable hereunder, the Trustee shall deposit in the Interest Account that sum, if any, required to cause the aggregate amount on deposit in the Interest Account to be at least equal to the amount of interest becoming due and payable on such date on all Bonds then Outstanding.

(b) Not later than the Business Day preceding each date on which the principal of the Bonds shall become due and payable hereunder, the Trustee shall deposit in the Principal Account that sum, if any, required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds coming due and payable on such date or subject to mandatory sinking fund redemption on such date.

Section 5.03. Application of Interest Account. All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or accelerated prior to maturity pursuant to the Indenture).

Section 5.04. Application of Principal Account. All amounts in the Principal Account shall be used and withdrawn by the Trustee solely to pay the principal amount of the Bonds at maturity, mandatory sinking fund redemption, purchase or acceleration; provided, however, that at any time prior to selection for redemption of any such Bonds, upon written direction of the Authority, the Trustee shall apply such amounts to the purchase of Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as shall be directed pursuant to a Request of the Authority, except that the purchase price (exclusive of accrued interest) may not exceed the redemption price then applicable to the Bonds.

Section 5.05. Application of Redemption Fund. There is hereby established with the Trustee, when needed, a special fund designated as the "Redemption Fund." All amounts in the Redemption Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and accrued interest on the Bonds to be redeemed on any Redemption Date pursuant to Section 4.01(a); provided, however, that at any time prior to selection for redemption of any such Bonds, upon written direction of the Authority, the Trustee shall apply such amounts to the purchase of Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as shall be directed pursuant to a Request of the Authority, except that the purchase price (exclusive of accrued interest) may not exceed the redemption price then applicable to the Bonds.

Section 5.06. Investments. All moneys in any of the funds or accounts that are established with the Trustee pursuant to the Indenture shall be invested by the Trustee solely in Permitted Investments, which will, as nearly as practicable, mature on or before the dates when such moneys are anticipated to be needed for disbursement. Such investments shall be directed by the Authority pursuant to a Request of the Authority filed with the Trustee at least two (2) Business Days in advance of the making of such investments. In the absence of any such directions from the Authority, the Trustee shall invest any such moneys in Permitted Investments that are described in clause (B)(5) of the definition thereof; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a written direction from the City specifying a specific money market fund and, if no such written direction from the City is so received, the Trustee shall hold such moneys uninvested. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder (except for interest or gain derived from the Permitted Investment described in clause (B)(7) of the definition thereof, which shall be retained in such Permitted Investment) shall be deposited in the Interest Account unless otherwise provided in the Indenture. For purposes of acquiring

any investments hereunder, the Trustee may commingle funds (other than the Rebate Fund) held by it hereunder upon the Request of the Authority. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made pursuant to this Section 5.06.

The Authority acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Authority further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request at no additional cost and other trade confirmations may be obtained from the applicable broker. The Trustee will furnish the Authority with periodic cash transaction statements which shall include detail for all investment transactions effected by the Trustee hereunder. Upon the Authority's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provided only upon request.

The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee under the Indenture. The Trustee may rely conclusively upon the investment direction of the Authority as to the suitability and legality of the directed investments.

The Authority shall invest, or cause to be invested, all moneys in any fund or accounts established with the Trustee as provided in the Tax Certificate.

In determining the market value of Permitted Investments, the Trustee may use and rely conclusively and without liability upon any generally recognized pricing information service (including brokers and dealers in securities) available to it.

Section 5.07. Rebate Fund.

(a) Establishment. The Trustee shall establish a separate fund designated the "Rebate Fund" when required in accordance herewith. Absent an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest with respect to the 2019A Bonds will not be adversely affected, the Authority shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment to the United States Treasury. All amounts on deposit in the Rebate Fund for the 2019A Bonds shall be governed by this Section and the Tax Certificate for the 2019A Bonds, unless and to the extent that the Authority delivers to the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the 2019A Bonds will not be adversely affected, if such requirements are not satisfied. Notwithstanding anything to the contrary herein or in the Tax Certificate, the Trustee: (i) shall be deemed conclusively to have complied with the provisions thereof if it follows all Requests of the Authority; (ii) shall have no liability or responsibility to enforce compliance by the Authority with the terms of the Tax Certificate; (iii) may rely conclusively on the Authority's calculations and determinations and certifications relating to rebate matters; and (iv) shall have no responsibility to independently make any calculations or determinations or to review the Authority's calculations or determinations thereunder.

(i) Annual Computation. Within 55 days of the end of each Bond Year (as such term is defined in the Tax Certificate), the Authority shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (*e.g.*, the temporary investments exceptions of Section 148(f)(4)(B) and the construction expenditures exception of Section 148(f)(4)(C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the "**1½% Penalty**") has been made), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Treasury Regulations (the "**Rebatable Arbitrage**"). The Authority shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) Annual Transfer. Within 55 days of the end of each Bond Year, upon the Request of the Authority, an amount shall be deposited to the Rebate Fund by the Trustee from any Authority Revenues legally available for such purpose (as specified by the Authority in the aforesaid Request), if and to the extent required so that the balance in the Rebate Fund shall equal the amount of Rebatable Arbitrage so calculated in accordance with clause (i) of this subsection (a). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, upon Request of the Authority, the Trustee shall withdraw the excess from the Rebate Fund and then credit the excess to the Bond Payment Fund.

(iii) Payment to the Treasury. The Trustee shall pay, as directed by Request of the Authority, to the United States Treasury, out of amounts in the Rebate Fund:

(A) Not later than 60 days after the end of: (X) the fifth Bond Year; and (Y) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year; and

(B) Not later than 60 days after the payment of all of the 2019A Bonds, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code and Section 1.148-3 of the Treasury Regulations.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the Authority shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T (prepared by the Authority), or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after redemption and payment of the 2019A Bonds and the payments described in subsection (a) above being made may be withdrawn by the Authority and utilized in any manner by the Authority.

(c) Survival of Defeasance. Notwithstanding anything in this Section to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance or payment in full of the 2019A Bonds.

Section 5.08. Application of Funds and Accounts When No Bonds are Outstanding. On the date on which all Bonds shall be retired hereunder or provision made therefor pursuant to Article X and after payment of all amounts due the Trustee hereunder, all moneys then on deposit in any of the funds or accounts (other than the Rebate Fund) established with the Trustee pursuant to the Indenture shall be withdrawn by the Trustee and paid to the Authority for distribution in accordance with the Installment Purchase Agreement.

ARTICLE VI

PARTICULAR COVENANTS

Section 6.01. Punctual Payment. The Authority shall punctually pay or cause to be paid the principal and interest to become due in respect of all of the Bonds, in strict conformity with the terms of the Bonds and of the Indenture, according to the true intent and meaning thereof, but only out of Authority Revenues and other assets pledged for such payment as provided in the Indenture.

Section 6.02. Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of the Indenture, except subject to the prior payment in full for the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Authority to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

Section 6.03. Against Encumbrances. The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrances upon the Authority Revenues and other assets pledged or assigned under the Indenture while any of the Bonds are Outstanding, except the pledge and assignment created by the Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, including other programs under the JPA Agreement, and reserves the right to issue other obligations for such purposes.

Section 6.04. Power to Issue Bonds and Make Pledge and Assignment. The Authority is duly authorized pursuant to law to issue the Bonds and to enter into the Indenture and to pledge and assign the Authority Revenues and other assets that are pledged and assigned under the Indenture in the manner and to the extent that is provided in the Indenture. The Bonds and the provisions of the Indenture are and will be the legal, valid and binding special obligations of the Authority in accordance with their terms, and the Authority and the Trustee shall at all times, subject to the provisions of Article VIII and to the extent permitted by law, defend, preserve and protect said pledge and assignment of Authority Revenues and other assets and all the rights of the Bond Owners under the Indenture against all claims and demands of all persons whomsoever.

Section 6.05. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions that are undertaken by it relating to the proceeds of Bonds, the Authority Revenues and all funds and accounts that have been established by it pursuant to the Indenture. Such books of record and account shall be available for inspection by the Authority and the City upon reasonable prior notice during business hours and under reasonable circumstances.

Section 6.06. Tax Covenants. Notwithstanding any other provision of the Indenture or the Installment Purchase Agreement, absent an opinion of Bond Counsel that the exclusion from gross income of the interest on the 2019A Bonds will not be adversely affected for federal income tax purposes, the Authority covenants to comply with all applicable requirements of the Code that are necessary to preserve such exclusion from gross income with respect to the 2019A Bonds and specifically covenants, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The Authority will take no action and refrain from taking any action, and the Authority will make no use of the proceeds of the 2019A Bonds or of any other moneys or property, which would cause the 2019A Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(b) Arbitrage. The Authority will make no use of the proceeds of the 2019A Bonds or of any other amounts or property, regardless of the source, and the Authority will not take any action or refrain from taking any action, which will cause the 2019A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(c) Federal Guarantee. The Authority will make no use of the proceeds of the Bonds, and the Authority will not take or omit to take any action, that would cause the 2019A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(d) Information Reporting. The Authority will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code which is necessary to preserve the exclusion of interest on the 2019A Bonds pursuant to Section 103(a) of the Code;

(e) Hedge Bonds. The Authority will make no use of the proceeds of the 2019A Bonds or any other amounts or property, regardless of the source, and the Authority will not take any action or refrain from taking any action, that would cause the 2019A Bonds to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the Authority takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest on the 2019A Bonds for federal income tax purposes; and

(f) Miscellaneous. The Authority will not take any action or refrain from taking any action which is inconsistent with its expectations stated in the Tax Certificate executed by the Authority in connection with the issuance of the 2019A Bonds and will comply with the covenants and requirements that are stated therein and incorporated by reference herein.

This Section and the covenants that are set forth herein shall not be applicable to, and nothing that is contained herein shall be deemed to prevent the Authority from issuing revenue bonds or executing and delivering contracts that are payable on a parity with the 2019A Bonds, the interest with

respect to which has been determined to be subject to federal income taxation, including but not limited to the 2019B Bonds.

Section 6.07. Payments Under Installment Purchase Agreement. The Authority shall promptly collect all Series 2019 Installment Payments due from the City pursuant to the Installment Purchase Agreement and, subject to the provisions of Article VIII, shall enforce and take all steps, actions and proceedings which the Authority or the Trustee determines to be reasonably necessary for the enforcement of all of the obligations of the City thereunder.

The Authority shall not enter into any amendments to the Installment Purchase Agreement except as permitted therein. The Trustee shall give written consent only if: (a) such amendment, modification or termination will not materially adversely affect the interests of the Bond Owners; or (b) the Trustee first obtains the written consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding to such amendment, modification or termination.

Section 6.08. Waiver of Laws. The Authority shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in the Indenture or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

Section 6.09. Further Assurances. The Authority will make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in the Indenture.

Section 6.10. Eminent Domain. If all or any part of the Water System shall be taken by eminent domain proceedings (or sold to a government entity that is threatening to exercise the power of eminent domain), the Net Proceeds therefrom shall be applied in the manner that is specified in Section 6.16 of the Installment Purchase Agreement.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

Section 7.01. Events of Default. The following events shall be Events of Default hereunder:

(a) Default by the Authority in the due and punctual payment of the principal of any Bonds when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by acceleration, or otherwise.

(b) Default by the Authority in the due and punctual payment of any installment of interest on any Bonds when and as the same shall become due and payable.

(c) Default by the Authority in the observance of any of the other covenants, agreements or conditions on its part in the Indenture or in the Bonds contained, if such default shall have continued for a period of sixty (60) days after written notice thereof specifying such default and requiring the same to be remedied shall have been given to the Authority by the Trustee or by the Owners of not less than a majority in aggregate principal amount of Bonds Outstanding; provided,

however, that if in the reasonable opinion of the Authority the default stated in the notice can be corrected, but not within such sixty (60) day period, and corrective action is instituted by the Authority within such sixty (60) day period and diligently pursued in good faith until the default is corrected, such default shall not be an Event of Default hereunder.

(d) The Authority shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or a court of competent jurisdiction shall approve a petition filed with or without the consent of the Authority seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property.

Section 7.02. Remedies Upon Event of Default. If any Event of Default shall occur, then, and in each and every such case during the continuance of such Event of Default, the Trustee may and, at the written direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, shall in each case, upon notice in writing to the Authority and the City, declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in the Indenture or in the Bonds contained to the contrary notwithstanding.

Nothing contained in the Indenture shall permit or require the Trustee or the Authority to accelerate payments due under the Installment Purchase Agreement if the City, which is a party to such Installment Purchase Agreement, is not in default of its obligation thereunder.

Any such declaration is subject to the condition that if, at any time after such declaration, but before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Authority or the City shall deposit with the Trustee an amount that is sufficient to pay all the principal of and installments of interest on the Bonds the payment of which is overdue, with interest on such overdue principal at the rate borne by the respective Bonds to the extent permitted by law, and the reasonable charges and expenses of the Trustee, and any and all other Events of Default known to the Trustee (other than in the payment of principal of and interest on the Bonds that is due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case the Trustee shall on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences and waive such Event of Default; but no such rescission and annulment shall extend to or affect any subsequent Event of Default or impair or exhaust any right or power consequent thereon.

Section 7.03. Application of Authority Revenues and Other Funds After Default. If an Event of Default shall occur and be continuing, all Authority Revenues then held or thereafter received by the Trustee and any other funds then held or thereafter received by the Trustee under any of the provisions of the Indenture (other than amounts held in the Rebate Fund) shall be applied by the Trustee as follows and in the following order:

(a) To the payment of any expenses that are necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds and to the payment of reasonable fees and expenses

of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under the Indenture; and

(b) To the payment of the principal of and interest then due on the Bonds (upon presentation of the Bonds to be paid, and stamping or otherwise noting thereon of the payment if only partially paid, or surrender thereof if fully paid) in accordance with the provisions of the Indenture, in the following order of priority:

First: To the payment to the persons that are entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount that is available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, whether at maturity or by acceleration or redemption, with interest on the overdue principal at the rate of eight percent (8%) per annum, and, if the amount that is available shall not be sufficient to pay in full all the Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the persons entitled thereto, without any discrimination or preference; and

Third: If there shall exist any remainder after the foregoing payments, such remainder shall be paid to the Authority.

Section 7.04. Trustee to Represent Bond Owners. The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney in fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Owners under the provisions of the Bonds or the Indenture and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bond Owners, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, shall proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Owners under the Bonds or the Indenture or any other law; and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Authority Revenues and other assets pledged under the Indenture, pending such proceedings. All rights of action under the Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Owners of such Bonds, subject to the provisions of the Indenture.

Section 7.05. Bond Owners' Direction of Proceedings. Anything in the Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing that are

executed and delivered to the Trustee, and upon indemnification of the Trustee to its reasonable satisfaction to direct the method of conduct in all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of the Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bond Owners who are not parties to such direction.

Section 7.06. Suit by Owners. No Owner of any Bonds shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under the Indenture, the Installment Purchase Agreement, the JPA Agreement or any other applicable law with respect to such Bonds, unless: (a) such Owners shall have given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) such Owner or Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (d) the Trustee shall have failed to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (e) no direction which is inconsistent with such written request shall have been given to the Trustee during such sixty (60) day period by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by their action to affect, disturb or prejudice the security of the Indenture or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, the Indenture, the Installment Purchase Agreement, the JPA Agreement or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of the Indenture.

Section 7.07. Absolute Obligation of the Authority. Nothing in this Section or in any other provision of the Indenture or in the Bonds shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, or upon call for redemption, as herein provided, but only out of the Authority Revenues and other assets herein pledged therefor, or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

Section 7.08. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

Section 7.09. No Waiver of Default. No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power arising upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein.

ARTICLE VIII

THE TRUSTEE

Section 8.01. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform such duties and only such duties as are expressly and specifically set forth in the Indenture, and no implied covenants or duties shall be read into the Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured), exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Authority may remove the Trustee upon thirty (30) days prior notice, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee. The Authority shall promptly appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Authority and by giving the Bond Owners notice of such resignation by mail at the addresses shown on the Registration Books. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Bond Owner (on behalf of himself and all other Bond Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee that is appointed under the Indenture shall signify its acceptance of such appointment by executing and delivering to the Authority and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the Authority or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all of the right, title and interest of such predecessor Trustee in and to any property held by it under the Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property that is subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly

vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Authority shall mail or cause the successor trustee to mail a notice of the succession of such Trustee to the trusts hereunder to each rating agency which is then rating the Bonds and to the Bond Owners at the addresses shown on the Registration Books. If the Authority fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Authority.

(e) Any Trustee that is appointed under the provisions of this Section in succession to the Trustee shall be a trust company, banking association or bank having the powers of a trust company, having a combined capital and surplus of at least Seventy Five Million Dollars ($75,000,000), and subject to supervision or examination for federal or state authority. If such bank, banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority that is referred to above, then for the purpose of this subsection, the combined capital and surplus of such trust company, banking association or bank shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

Section 8.02. Merger or Consolidation. Any trust company, banking association or bank into which the Trustee may be merged or converted or with which it may be consolidated, any trust company, banking association or bank resulting from any merger, conversion or consolidation to which it shall be a party or any trust company, banking association or bank to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such trust company, banking association or bank shall be eligible under Section 8.01(e), shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 8.03. Liability of Trustee.

(a) The recitals of facts herein and in the Bonds shall be taken as statements of the Authority, and the Trustee shall not assume responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of the Indenture, the Bonds or the Installment Purchase Agreement, nor shall the Trustee incur any responsibility in respect thereof, other than as expressly stated herein in connection with the respective duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee may become the Owner of Bonds with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment that is made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority (or such other percentage provided for herein) in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under the Indenture.

(d) The Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by the Indenture.

(e) The Trustee shall not be deemed to have knowledge of any default or Event of Default hereunder or under the Installment Purchase Agreement or any other event which, with the passage of time, the giving of notice, or both, would constitute an Event of Default hereunder or under the Installment Purchase Agreement unless and until a Responsible Officer of the Trustee shall have actual knowledge of such event or the Trustee shall have been notified in writing, in accordance with Section 11.07, of such event by the Authority or the Owners of not less than twenty-five percent (25%) of the Bonds then Outstanding. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance by the Authority or the City of any of the terms, conditions, covenants or agreements herein, or under the Installment Purchase Agreement, of any of the documents executed in connection with the Bonds or as to the existence of an Event of Default thereunder or an event which would, with the giving of notice, the passage of time, or both, constitute an Event of Default thereunder. The Trustee shall not be responsible for the validity, effectiveness or priority of any collateral that is given to or held by it.

(f) No provision of the Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers.

(g) The Trustee shall be under no obligation to exercise any of the rights or powers that are vested in it by the Indenture at the request or direction of Owners pursuant to the Indenture unless such Owners shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction. No permissive power, right or remedy that is conferred upon the Trustee hereunder shall be construed to impose a duty to exercise such power, right or remedy.

(h) Whether or not herein expressly so provided, every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VIII.

(i) The Trustee shall have no responsibility or liability with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(j) The immunities that are extended to the Trustee also extend to its directors, officers, employees and agents.

(k) The Trustee may execute any of the trusts or powers of the Indenture and perform any of its duties through attorneys, agents and receivers and shall not be answerable for the conduct of the same if appointed by it with reasonable care.

(l) The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosions, mob violence, riots, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the 2007 Project or the 2012 Project, malicious mischief, condemnation and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

(m) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("**Instructions**") given pursuant to the Indenture and delivered using Electronic Means ("**Electronic Means**"), which shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("**Authorized Officers**") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee Instructions using Electronic Means and the Trustee acts upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding the fact that such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedure.

(n) The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

(o) The permissive right of the Trustee to do things enumerated herein shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

Section 8.04. Right to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, requisition, request, consent, order, certificate, report, opinion, notes, direction, facsimile transmission, electronic mail or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Trustee may treat the Owners of the Bonds appearing in the Trustee's Registration Books as the absolute owners of the Bonds for all purposes and the Trustee shall not be affected by any notice to the contrary.

Whenever in the administration of the trusts imposed upon it by the Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed herein) may be deemed to be conclusively proved and established by a Certificate, Request or Requisition of the Authority, and such Certificate, Request or Requisition shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of the Indenture in reliance upon such Certificate, Request or Requisition, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

Section 8.05. Preservation and Inspection of Documents. All documents that are received by the Trustee under the provisions of the Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority, the City and any Bond Owner, and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

Section 8.06. Compensation and Indemnification. The Authority shall pay to the Trustee from time to time reasonable compensation for all services that are rendered under the Indenture, and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under the Indenture.

The Authority shall indemnify, defend and hold harmless the Trustee, its officers, employees, directors and agents from and against any loss, costs, claims, liability or expense (including fees and expenses of its attorneys and advisors) incurred without negligence or bad faith on its part, arising out of or in connection with the execution of the Indenture, acceptance or administration of this trust, including costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder. The rights of the Trustee and the obligations of the Authority under this Section 8.06 shall survive removal or resignation of the Trustee hereunder or the discharge of the Bonds and the Indenture.

ARTICLE IX

MODIFICATION OR AMENDMENT OF THE INDENTURE

Section 9.01. Amendments Permitted.

(a) The Indenture and the rights and obligations of the Authority, the Owners of the Bonds and the Trustee may be modified or amended from time to time and at any time by an indenture or indentures supplemental thereto, which the Authority and the Trustee may enter into when the written consent of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, exclusive of Bonds that are disqualified as provided in Section 11.09, has been filed with the Trustee. No such modification or amendment may: (1) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or premium (if any) thereon, or extend the time of payment, or change the rate of interest or the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each Bond so affected; or (2) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to affect any such modification or amendment, or permit the creation of any lien on the Authority Revenues and other assets pledged under the Indenture prior to or on a parity with the lien that is created by the Indenture except as permitted herein, or deprive the Owners of the Bonds of the lien created by the Indenture on such Authority Revenues and other assets except as permitted herein, without the consent of the Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of the Bond Owners to approve the particular form of any Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution by the Authority and the Trustee of any Supplemental Indenture pursuant to this subsection (a), the Trustee shall mail a notice, setting forth in general terms the substance of such Supplemental Indenture, to each Rating Agency and the Owners of the Bonds at the respective addresses shown on the Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture.

(b) The Indenture and the rights and obligations of the Authority, the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Indenture, which the Authority and the Trustee may enter into without the consent of any Bond Owners, if the Trustee shall receive an opinion of Bond Counsel to the effect that the provisions of such Supplemental Indenture shall not materially adversely affect the interests of the Owners of the Outstanding Bonds, including, without limitation, for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Authority contained in the Indenture other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the Authority;

(2) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in the Indenture, or in regard to matters or questions arising under the Indenture, as the Authority may deem necessary or desirable;

(3) to modify, amend or supplement the Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar

federal statute hereunder in effect, and to add such other terms conditions and provisions as may be permitted by said act or similar federal statute; and

(4) to modify, amend or supplement the Indenture in such manner as to cause interest on the Bonds to remain excludable from gross income under the Code.

(c) The Trustee may in its discretion, but shall not be obligated to, enter into any such Supplemental Indenture that is authorized by subsections (a) or (b) of this Section which materially adversely affects the Trustee's own rights, duties or immunities under the Indenture or otherwise.

(d) Prior to the Trustee entering into any Supplemental Indenture hereunder, there shall be delivered to the Trustee an opinion of Bond Counsel stating, in substance, that such Supplemental Indenture has been adopted in compliance with the requirements of the Indenture and that the adoption of such Supplemental Indenture will not, in and of itself, adversely affect the exclusion of interest on the 2019A Bonds from federal income taxation and the exclusion of interest on the Bonds from state income taxation.

Section 9.02. Effect of Supplemental Indenture. Upon the execution of any Supplemental Indenture pursuant to this Article, the Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the Authority, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced thereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of the Indenture for any and all purposes.

Section 9.03. Endorsement of Bonds; Preparation of New Bonds. Bonds delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority as to any modification or amendment provided for in such Supplemental Indenture, and, in that case, upon demand on the Owner of any Bonds Outstanding at the time of such execution and presentation of his or her Bonds for the purpose at the Office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation shall be made on such Bonds. If the Supplemental Indenture shall so provide, new Bonds so modified as to conform, in the opinion of the Authority, to any modification or amendment that is contained in such Supplemental Indenture, shall be prepared and executed by the Authority and authenticated by the Trustee, and upon demand on the Owners of any Bonds then Outstanding shall be exchanged at the Office of the Trustee, without cost to any Bond Owner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amount of the same maturity.

Section 9.04. Amendment of Particular Bonds. The provisions of this Article shall not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Bond Owner.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Indenture. The Bonds may be paid by the Authority in any of the following ways, provided that the Authority also pays or causes to be paid any other sums payable hereunder by the Authority:

(a) by paying or causing to be paid the principal of and interest and redemption premiums (if any) on the Bonds, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 10.03) to pay or redeem all Bonds then Outstanding; or

(c) by delivering to the Trustee, for cancellation by it, all of the Bonds then Outstanding.

If the Authority shall also pay or cause to be paid all other sums that are payable hereunder by the Authority, then and in that case, at the election of the Authority (as evidenced by a Certificate of the Authority, filed with the Trustee, signifying the intention of the Authority to discharge all such indebtedness and the Indenture), and notwithstanding that any Bonds shall not have been surrendered for payment, the Indenture and the pledge of Authority Revenues and other assets under the Indenture and all covenants, agreements and other obligations of the Authority under the Indenture shall cease, terminate, become void and be completely discharged and satisfied. In such event, upon the Request of the Authority, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver all moneys or securities or other property held by it pursuant to the Indenture which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption to the Authority.

Section 10.02. Discharge of Liability on Bonds. Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 10.03) to pay or redeem any Outstanding Bonds (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Outstanding Bonds are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in Article IV or provisions satisfactory to the Trustee shall have been made for the giving of such notice, then all liability of the Authority in respect of such Bonds shall cease, terminate and be completely discharged, and the Owners thereof shall thereafter be entitled only to payment out of such money or securities that are deposited with the Trustee as aforesaid for their payment, subject however, to the provisions of Section 10.04.

The Authority may at any time surrender to the Trustee for cancellation by it any Bonds that were previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

Section 10.03. Deposit of Money or Securities with Trustee. Whenever in the Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or

held may include money or securities held by the Trustee in the funds and accounts established pursuant to the Indenture and shall be:

(a) lawful money of the United States of America in an amount that is equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as provided in Article IV or provisions satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount of such Bonds and all unpaid interest and premium, if any, thereon to the redemption date; or

(b) Federal Securities the principal of and interest on which when due will, in the written opinion of an Independent Certified Public Accountant filed with the Authority and the Trustee, provide money that is sufficient to pay the principal of and all unpaid interest to maturity, or to the redemption date (with premium, if any), as the case may be, on the Bonds to be paid or redeemed, as such principal, interest and premium, if any, become due, provided that in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in Article IV or provision satisfactory to the Trustee shall have been made for the giving of such notice;

provided, in each case, that: (i) the Trustee shall have been irrevocably instructed (by the terms of the Indenture or by Request of the Authority) to apply such money to the payment of such principal, interest and premium, if any, with respect to such Bonds; and (ii) the Authority shall have delivered to the Trustee an opinion of Bond Counsel addressed to the Authority and the Trustee to the effect that such Bonds have been discharged in accordance with the Indenture (which opinion may rely upon and assume the accuracy of the Independent Certified Public Accountant's opinion referred to above).

Section 10.04. Payment of Bonds After Discharge of Indenture. Notwithstanding any provisions of the Indenture, any moneys which are held by the Trustee in trust for the payment of the principal of, or interest on, any Bonds and which remain unclaimed for two (2) years after the principal of all of the Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in the Indenture), if such moneys were so held at such date, or two (2) years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid (without liability for interest) to the Authority free from the trusts created by the Indenture upon receipt of an indemnification agreement that is acceptable to the Authority and the Trustee indemnifying the Trustee with respect to claims of Owners of Bonds which have not yet been paid, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Authority as aforesaid, the Trustee shall at the written direction of the Authority (at the cost of the Authority) first mail to the Owners of Bonds which have not yet been paid, at the addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Authority of the moneys held for the payment thereof.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Liability of Authority Limited to Authority Revenues. Notwithstanding anything in the Indenture or the Bonds, the Authority shall not be required to advance any moneys

derived from any source other than the Authority Revenues and other moneys pledged under the Indenture for any of the purposes of the Indenture, whether for the payment of the principal of or interest on the Bonds or for any other purpose of the Indenture. Nevertheless, the Authority may, but shall not be required to, advance for any of the purposes hereof any funds of the Authority which may be made available to it for such purposes.

The Bonds are not a debt of the members of the Authority, the State or any of its political subdivisions (other than the Authority) and neither the members of the Authority, said State nor any of its political subdivisions (other than the Authority) is liable thereon. The City shall have no liability or obligation herein except with respect to Series 2019 Installment Payments payable under the Installment Purchase Agreement.

Section 11.02. Successor Is Deemed Included in All References to Predecessor. Whenever in the Indenture either the Authority or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all covenants and agreements in the Indenture by or on behalf of the Authority or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 11.03. Limitation of Rights to Parties and Bond Owners. Nothing in the Indenture or in the Bonds, express or implied, is intended or shall be construed to give to any person other than the Authority, the Trustee, the City and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect of the Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee, the City and the Owners of the Bonds.

Section 11.04. Waiver of Notice; Requirement of Mailed Notice. Whenever in the Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person who is entitled to receive such notice, and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. Whenever in the Indenture any notice shall be required to be given by mail, such requirement shall be satisfied by the deposit of such notice in the United States mail, postage prepaid, by first class mail.

Section 11.05. Destruction of Bonds. Whenever in the Indenture provision is made for the cancellation by the Trustee and the delivery to the Authority of any Bonds, the Trustee shall destroy such Bonds as may be allowed by law and upon request deliver a certificate of such destruction to the Authority.

Section 11.06. Severability of Invalid Provisions. If any one or more of the provisions contained in the Indenture or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in the Indenture and such invalidity, illegality or unenforceability shall not affect any other provision of the Indenture, and the Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have entered into the Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of the Indenture may be held illegal, invalid or unenforceable.

Section 11.07. Notices. Any notice to or demand upon the Authority or the Trustee shall be deemed to have been sufficiently given or served for all purposes by being sent by facsimile or by being deposited, first class mail, postage prepaid, in a post office 201 North Broadway, Escondido, California 92025, Attention: City Manager (or such other address as may have been filed in writing by the Authority with the Trustee), or to the Trustee at its Office by first class mail. Notwithstanding the foregoing provisions of this Section 11.07, the Trustee shall not be deemed to have received, and shall not be liable for failing to act upon the contents of, any notice unless and until the Trustee actually receives such notice.

Section 11.08. Evidence of Rights of Bond Owners. Any request, consent or other instrument that is required or permitted by the Indenture to be signed and executed by Bond Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bond Owners in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of the Indenture and shall be conclusive in favor of the Trustee and the Authority if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The Ownership of Bonds shall be proved by the Registration Books. Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

Section 11.09. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under the Indenture, Bonds which are actually known by the Trustee to be owned or held by or for the account of the Authority, or by any other obligor on the Bonds, or by any person that is directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person that is directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request, the Authority shall certify to the Trustee those Bonds that are disqualified pursuant to this Section 11.09 and the Trustee may conclusively rely on such certificate.

Section 11.10. Money Held for Particular Bonds. The money held by the Trustee for the payment of the interest, principal or premium due on any date with respect to particular Bonds (or portions of Bonds in the case of registered Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds

entitled thereto, subject, however, to the provisions of Section 10.04 hereof, but without any liability for interest thereon.

Section 11.11. Funds and Accounts. Any fund or account that is required by the Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with corporate trust industry standards to the extent practicable, and with due regard for the requirements of Section 6.05 and for the protection of the security of the Bonds and the rights of every Owner thereof.

Section 11.12. Waiver of Personal Liability. No member, officer, agent, employee, consultant or attorney of the Authority or the City shall be individually or personally liable for the payment of the principal of or premium or interest on the Bonds or subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such member, officer, agent, employee, consultant or attorney from the performance of any official duty provided by law or by the Indenture.

Section 11.13. Execution in Several Counterparts. The Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 11.14. CUSIP Numbers. Neither the Trustee nor the Authority shall be liable for any defect or inaccuracy in the CUSIP number that appears on any Bond or in any redemption notice. The Trustee may, in its discretion, include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Bondholders and that neither the Authority nor the Trustee shall be liable for any inaccuracies in such numbers.

Section 11.15. Choice of Law. THE INDENTURE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

Section 11.16. Notice to Rating Agencies. The Trustee shall provide any rating agency rating the Bonds with written notice of each amendment to the Indenture and a copy thereof at least 15 days in advance of its execution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Authority has caused the Indenture to be signed in its name by its Chair and attested by its Secretary, and the Trustee, in token of its acceptance of the trusts created hereunder, has caused the Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

ESCONDIDO JOINT POWERS FINANCING AUTHORITY

By: _____
Chair

ATTEST:

_____
Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. ____ $_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019[A][B (TAXABLE)]

INTEREST RATE	MATURITY DATE	ORIGINAL ISSUE DATE	CUSIP
____%	September 1, 20___	November __, 2019	_____ ___

REGISTERED OWNER CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The ESCONDIDO JOINT POWERS FINANCING AUTHORITY, a joint exercise of powers agency that is duly organized and existing under the laws of the State of California (the "Authority"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns (the "Registered Owner"), on the Maturity Date specified above (subject to any right of prior redemption hereinafter provided for), the Principal Amount specified above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless: (i) this Bond is authenticated after the fifteenth day of the calendar month preceding an interest payment date, whether or not such day is a business day, and on or before the following interest payment date, in which event it shall bear interest from such interest payment date; or (ii) this Bond is authenticated on or before [February 15, 2020], in which event it shall bear interest from the Original Issue Date identified above; provided, however, that if as of the date of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Bond), at the Interest Rate per annum specified above, payable semiannually on March 1 and September 1 in each year, commencing [March 1, 2020], calculated on

the basis of a 360 day year composed of twelve 30 day months. Principal hereof and premium, if any, upon early redemption hereof are payable by check of the Trustee upon presentation and surrender hereof at the Office (as defined in the hereinafter described Indenture) of The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). Interest hereon is payable by check of the Trustee sent by first class mail on the applicable interest payment date to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books of the Trustee as of the close of business on the fifteenth day of the month preceding each interest payment date (except that in the case of a registered owner of one million dollars ($1,000,000) or more in principal amount, such payment may, at such registered owner's option, be made by wire transfer of immediately available funds to an account in the United States in accordance with written instructions provided to the Trustee by such registered owner prior to the fifteenth (15th) day of the month preceding such interest payment date).

Capitalized terms that are used herein and not defined shall have the meanings that are given to such terms in the Indenture.

This Bond is not a debt of the members of the Authority, the State of California, or any of its political subdivisions (other than the Authority), and neither the members of the Authority or said State, nor any of its political subdivisions (other than the Authority), is liable hereon, nor in any event shall this Bond be payable out of any funds or properties of the Authority other than the Authority Revenues (as such term is defined in the Indenture of Trust, dated as of November 1, 2019 (the "Indenture"), by and between the Authority and the Trustee) and other moneys pledged therefor under the Indenture. The obligation of the City of Escondido (the "City") to make payments in accordance with the Installment Purchase Agreement (as such term is defined in the Indenture) is a limited obligation of the City as set forth in the Installment Purchase Agreement and the City shall have no liability or obligation in connection herewith except with respect to such Series 2019 Installment Payments to be made pursuant to the Installment Purchase Agreement. The Bonds do not constitute an indebtedness of the Authority in contravention of any constitutional or statutory debt limitation or restriction.

This Bond is one of a duly authorized issue of bonds of the Authority designated as the "Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019[A][B (Taxable)]" (the "Bonds"), of an aggregate principal amount of ____ Million ___ Hundred ___ Thousand Dollars ($____), all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers or interest rates) and all issued pursuant to the provisions of the Joint Exercise of Powers Agreement, dated November 20, 1991 the "JPA Agreement"), by and between the City and the Successor Agency to the Community Development Commission of the City of Escondido, a public body, corporate and politic, duly organized and existing under the laws of the State, as amended from time to time and the laws of the State of California and pursuant to the Indenture and the resolution authorizing the issuance of the Bonds. Reference is hereby made to the Indenture (copies of which are on file at the office of the Authority) and all supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Authority Revenues, and the rights thereunder of the Owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Authority hereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees. The Bonds have been issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof.

The Bonds have been issued by the Authority to finance and refinance certain public capital improvements and related costs, as more fully described in the Indenture.

This Bond and the interest, premium, if any, hereon and all other Bonds and the interest and premium, if any, thereon (to the extent set forth in the Indenture) are special obligations of the Authority, and are payable from, and are secured by a pledge and lien on the Authority Revenues, including all Series 2019 Installment Payments received from the City by the Authority or the Trustee, and any other amounts on deposit in certain funds and accounts created under the Indenture. As and to the extent set forth in the Indenture, all of the Authority Revenues are exclusively and irrevocably pledged in accordance with the terms hereof and the provisions of the Indenture, to the payment of the principal of and interest and premium (if any) on the Bonds.

The Indenture and the rights and obligations of the Authority and the Owners of the Bonds and the Trustee may be modified or amended from time to time and at any time with the written consent of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, exclusive of Bonds disqualified as set forth in the Indenture, in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment may: (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof or premium (if any) thereon, or extend the time of payment, or change the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the owner of each Bond so affected; or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to affect any such modification or amendment, or permit the creation of any lien on the Authority Revenues and other assets pledged under the Indenture prior to or on a parity with the lien created by the Indenture except as permitted in the Indenture, or deprive the Owners of the Bonds of the lien created by the Indenture on such Authority Revenues and other assets, except as expressly provided in the Indenture, without the consent of the Owners of all of the Bonds then Outstanding.

The Indenture and the rights and obligations of the Authority, the Trustee and the Owners of the Bonds may also be modified or amended for certain purposes described more fully in the Indenture at any time in the manner, to the extent and upon the terms provided in the Indenture by a supplemental indenture, which the Authority and the Trustee may enter into without the consent of any Bond Owners, if the Trustee shall receive an opinion of Bond Counsel to the effect that the provisions of such supplemental indenture will not materially adversely affect the interests of the Owners of the Outstanding Bonds.

The Bonds with stated maturities on or after September 1, 20__, are subject to redemption prior to their respective stated maturities, as a whole or in part as directed by the Authority in a Request provided to the Trustee at least 35 days (or such lesser number of days acceptable to the Trustee in the sole discretion of the Trustee, such notice for the convenience of the Trustee) and by lot within each maturity in integral multiples of $5,000, on ____ 1, 20__ or any date thereafter at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium.

The Bonds with stated maturities on September 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on September 1, 20__ and each September 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (September 1)	*Principal Amount*
	$
*	

* Maturity.

As provided in the Indenture, notice of redemption shall be mailed by the Trustee by first class mail not less than twenty (20) days nor more than sixty (60) days prior to the redemption date to the respective Owners of any Bonds designated for redemption at their addresses appearing on the registration books of the Trustee, but neither the failure to receive such notice nor any defect in the notice or the mailing thereof shall affect the validity of the proceedings for redemption or the cessation of accrual of interest thereon from and after the date fixed for redemption.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all of the Bonds and the interest accrued thereon may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

This Bond is transferable by the Registered Owner hereof, in person or by his or her duly authorized attorney in writing, at said office of the Trustee but only in the manner, subject to the limitations and upon payment of the taxes and charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon registration of such transfer, a new Bond or Bonds of the same series, of authorized denomination or denominations, for the same aggregate principal amount of the same maturity will be issued to the transferee in exchange therefor.

Bonds may be exchanged at said office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same series and same maturity, but only in the manner, subject to the limitations and upon payment of the taxes and charges provided in the Indenture.

The Trustee shall not be required to register the transfer or exchange of any Bond during the period in which the Trustee is selecting Bonds for redemption or any Bond that has been selected for redemption.

The Authority and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the things, conditions and acts that are required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the JPA Agreement, and the laws of the State of California and that the amount of this Bond, together with all

other indebtedness of the Authority, does not exceed any limit under any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed in its name and on its behalf with the manual or facsimile signature of its Chair and attested to by the manual or facsimile signature of its Secretary, all as of the Original Issue Date specified above.

ESCONDIDO JOINT POWERS FINANCING AUTHORITY

By: _____
Chair

Attest:

_____
Secretary of the Board

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION
TO APPEAR ON BONDS]

This is one of the Bonds described in the within-mentioned Indenture.

Dated: November __, 2019

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Signatory

[FORM OF LEGAL OPINION]

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

_____
Secretary of the Board of the Escondido Joint Powers Financing Authority

[FORM OF ASSIGNMENT]

For value received the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Name, Address and Tax Identification or
Social Security Number of Assignee)

the within registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

_____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

Note: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

ATTACHMENT 2

INSTALLMENT PURCHASE AGREEMENT

by and between

CITY OF ESCONDIDO

and

ESCONDIDO JOINT POWERS FINANCING AUTHORITY

Dated as of November 1, 2019

Relating to

$_____
ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019A

$_____
ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019B (TAXABLE)

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INSTALLMENT PURCHASE AGREEMENT

This INSTALLMENT PURCHASE AGREEMENT, dated as of November 1, 2019, is entered into by and between the CITY OF ESCONDIDO, a municipal corporation that is duly organized and existing under and by virtue of the general laws of the State of California (the "**City**"), and the ESCONDIDO JOINT POWERS FINANCING AUTHORITY, a joint exercise of powers agency that is duly organized and existing under and by virtue of the laws of the State of California (the "**Authority**").

RECITALS

A. The City proposes to refinance the acquisition and construction of certain existing improvements, betterments, renovations and expansions of facilities within its Water System, as described in Exhibit A (the "**2007 Project**").

B. The City also proposes to refinance the acquisition and construction of certain other existing improvements, betterments, renovations and expansions of facilities within its Water System, as described in Exhibit A (the "**2012 Project**").

C. The Authority has agreed to assist the City in refinancing the 2007 Project and the 2012 Project on the terms and conditions that are set forth herein.

D. The Authority is authorized by Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including but not limited to Section 6540 *et seq*., to finance and refinance the acquisition and construction of property for its members.

E. The City is authorized by the Constitution and laws of the State of California to refinance the 2007 Project and the 2012 Project.

F. The City and the Authority have duly authorized the execution of this Installment Purchase Agreement.

G. All acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Installment Purchase Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Installment Purchase Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms that are defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document that is mentioned herein or therein have the meanings that are defined

herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms that are defined herein. All capitalized terms that are used herein and not defined herein shall have the meanings that are ascribed thereto in the Indenture.

Accountant's Report. The term "Accountant's Report" means a report signed by an Independent Certified Public Accountant.

Alexander Area Phase II State Loan. The term "Alexander Area Phase II State Loan" means the Funding Agreement (Project No. 3710006-004), dated October 15, 2009, by and between the City and the State of California Department of Public Health.

Authority. The term "Authority" means Escondido Joint Powers Financing Authority, a joint exercise of powers agency that is duly organized pursuant to the JPA Agreement and existing under and by virtue of the laws of the State of California.

Bonds. The term "Bonds" means all revenue bonds or notes of the City that are authorized, executed, issued and delivered by the City, the payments of which are payable from Net Revenues on a parity with the Series 2019 Installment Payments and which are secured by a pledge of and lien on Revenues as described in Section 5.01 hereof.

City. The term "City" means City of Escondido, a municipal corporation that is duly organized and existing under and by virtue of the general laws of the State of California.

City Manager. The term "City Manager" means the City Manager of the City, or any other person that is designated by the City Manager to act on behalf of the City Manager.

Contracts. The term "Contracts" means the 2002 State Loan, the Alexander Area Phase II State Loan, the I-Bank Agreement and all other contracts of the City previously or hereafter authorized and executed by the City, the payments under which are payable from Net Revenues on a parity with the Series 2019 Installment Payments and which are secured by a pledge and lien on Revenues as described in Section 5.01 hereof; but excluding contracts entered into for operation and maintenance of the Water System.

Date of Operation. The term "Date of Operation" means, with respect to any uncompleted Project, the estimated date by which such Project will have been completed and, in the opinion of an engineer, will be ready for commercial operation by or on behalf of the City.

Debt Service. The term "Debt Service" means, for any period of calculation, the sum of:

(i) the interest accruing during such period on all outstanding Bonds, assuming that all outstanding serial Bonds are retired as scheduled and that all outstanding term Bonds are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the City by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program);

(ii) those portions of the principal amount of all outstanding serial Bonds maturing in such period;

(iii) those portions of the principal amount of all outstanding term Bonds required to be prepaid or paid in such period; and

(iv) those portions of the Contracts that are required to be paid during such period, (except to the extent that the interest that is evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the City by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program);

but less the earnings to be derived from the investment of moneys on deposit in debt service reserve funds established for Bonds or Contracts;

provided that, as to any such Bonds or Contracts bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to be a fixed rate equal to the higher of: (1) the then current variable interest rate borne by such Bonds or Contract plus 1%; and (2) the highest variable rate borne over the preceding 3 months by outstanding variable rate debt issued by the City or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index that is comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

provided further that if any series or issue of such Bonds or Contracts have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year, Debt Service shall be determined for the period of determination as if the principal of and interest on such series or issue of such Bonds or Contracts were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of twenty-five (25) years from the date of calculation; and

provided further that, as to any such Bonds or Contracts or portions thereof which bear no interest but which are sold at a discount and which discount accretes with respect to such Bonds or Contracts or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that if the Bonds or Contracts constitute interest rate swap agreements or other paired obligations, the interest rate on such Bonds or Contracts shall be the resulting linked rate or the effective fixed interest rate to be paid by the City with respect to such paired obligations; and

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds and Contracts for which such debt service reserve fund was established and, to the extent that the amount in such debt service reserve fund is in excess of such amount of principal, such excess shall be applied to the full amount of principal due, in each preceding year, in descending order, until such amount is exhausted.

Event of Default. The term "Event of Default" means an event that is described in Section 8.01.

Fiscal Year. The term "Fiscal Year" means the twelve month period beginning on July 1 of each year and ending on the next succeeding June 30, both dates inclusive, or any other twelve month period hereafter selected and designated as the official fiscal year period of the City.

I-Bank Agreement. The term "I-Bank Agreement" means the Installment Sale Agreement, dated as of June 1, 2019, by and between the City and the California Infrastructure and Economic Development Bank.

Indenture. The term "Indenture" means the Indenture of Trust, dated as of the date hereof, by and between the City and the Authority, relating to the 2019 Bonds.

Independent Certified Public Accountant. The term "Independent Certified Public Accountant" means any firm of certified public accountants that is appointed by the City, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

Independent Financial Consultant. The term "Independent Financial Consultant" means a financial consultant or firm of such consultants that is appointed by the City, and who, or each of whom: (1) is in fact independent and not under domination of the City; (2) does not have any substantial interest, direct or indirect, with the City; and (3) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

Installment Payment Date. The term "Installment Payment Date" means any date on which Installment Payments are scheduled to be paid by the City under and pursuant to any Contract.

Installment Payments. The term "Installment Payments" means the Installment Payments of interest and principal scheduled to be paid by the City under and pursuant to the Contracts.

Installment Purchase Agreement. The term "Installment Purchase Agreement" means this Installment Purchase Agreement, by and between the City and the Authority, dated as of November 1, 2019, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

JPA Agreement. The term "JPA Agreement" means the Joint Exercise of Powers Agreement, dated November 20, 1991, by and between the City and the Successor Agency to the Community Development Commission of the City of Escondido, pursuant to which the Authority is established.

Net Proceeds. The term "Net Proceeds" means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys' fees) incurred in the collection of such proceeds.

Net Revenues. The term "Net Revenues" means, for any Fiscal Year, the Revenues for such Fiscal Year less the Operation and Maintenance Costs for such Fiscal Year. When held by the Trustee in any funds or accounts established hereunder, Net Revenues shall include all interest or gain derived from the investment of amounts in any of such funds or accounts.

Operation and Maintenance Costs. The term "Operation and Maintenance Costs" means: (1) costs spent or incurred for maintenance and operation of the Water System calculated in accordance with generally accepted accounting principles applicable to governmental agencies, including, but not limited to, the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Water System in good repair and working order, and including administrative costs of the City that are charged directly or apportioned to the Water System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, overhead,

insurance, taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the City or charges (other than debt service payments) required to be paid by it to comply with the terms of the 2019 Bonds or of this Installment Purchase Agreement or any Contract or of any resolution or indenture authorizing the issuance of any Bonds or of such Bonds; and (2) all payments under any contract for the purchase of water; but excluding in all cases operation and maintenance costs of the City's recycled water system, depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature.

Project. The term "Project" means additions, betterments, extensions or improvements to the City's facilities designated by the City Council of the City as a Project, the acquisition and construction of which is to be paid for by the proceeds of any Contracts or Bonds.

Purchase Price. The term "Purchase Price" means the principal amount plus interest thereon owed by the City to the Authority under the terms hereof as provided in Section 4.01.

Revenue Fund. The term "Revenue Fund" means the Water Enterprise Fund of the City, together with other accounts that may be created in the future and designated by action of the City Council of the City as a part of the fund called "Revenue Fund" that has been established pursuant to Section 5.02.

Revenues. The term "Revenues" means all income, rents, rates, fees, charges and other moneys derived from the ownership of or operation of the Water System, including, without limiting the generality of the foregoing: (1) all in lieu charges and groundwater augmentation charges (including investment earnings thereon) collected by or on behalf of the City; (2) all income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the City from the sale, furnishing and supplying of the water, drainage or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the Water System; and (3) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, proceeds or other moneys, including City reserves, but excluding in all cases: (w) revenues of the City's recycled water system; (x) customers' deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the City; (y) proceeds of taxes or benefit assessments restricted by law to be used by the City to pay amounts due on bonds or other obligations hereafter incurred; and (z) any and all revenues derived from the ownership or operation of or in connection with, and pledged to, Separate Facilities.

Separate Facilities. The term "Separate Facilities" means any capital items acquired on or after the date hereof and which were not financed from the proceeds of Bonds or Contracts of the City having a parity claim on the Revenue Fund or Revenues.

Series 2019 Installment Payment Date. The term "Series 2019 Installment Payment Date" last Business Day of February and August of each year commencing on [February 1, 2020].

Series 2019 Installment Payments. The term "Series 2019 Installment Payments" means the Installment Payments scheduled to be paid by the City under and pursuant to the Installment Purchase Agreement.

Trustee. The term "Trustee" means The Bank of New York Mellon Trust Company, N.A., acting in its capacity as Trustee under and pursuant to the Indenture, and its successors and assigns.

2002 State Loan. The term "2002 State Loan" means the Funding Agreement (Contract No. SRF00CX112), dated November 18, 2002, by and between the City and the State of California Department of Water Resources, as amended.

2007 Project. The term "2007 Project" means the additions, betterments, extensions and improvements to the City's Water System facilities, including real property and buildings, if any, which are described as such in Exhibit A.

2012 Project. The term "2012 Project" means the additions, betterments, extensions and improvements to the City's Water System facilities, including real property and buildings, if any, which are described as such in Exhibit A.

2019 Bonds. The term "2019 Bonds" means, collectively, the 2019A Bonds and the 2019B Bonds, issued pursuant to the Indenture.

2019A Bonds. The term "2019A Bonds" means the Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019A issued pursuant to the Indenture.

2019B Bonds. The term "2019B Bonds" means the Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019B (Taxable) issued pursuant to the Indenture.

Water Service. The term "Water Service" means the water distribution service that is made available or provided by the Water System.

Water System. The term "Water System" means the whole and each and every part of the waterworks system serving the City, whether owned or operated by the City or another party, including the portion thereof existing on the date hereof, and including all additions, betterments, extensions and improvements to such water system or any part thereof hereafter acquired or constructed but not including any Separate Facilities. The recycled water system of the City is not part of the Water System.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations by the City. The City makes the following representations:

(a) The City is a municipal corporation that is duly organized and existing under and pursuant to the general laws of the State of California.

(b) The City has full legal right, power and authority to enter into this Installment Purchase Agreement, carry out its obligations hereunder and carry out and consummate all other transactions that are contemplated by this Installment Purchase Agreement, and the City has complied with the provisions of the laws of the State of California in all matters relating to such transactions.

(c) By proper action, the City has duly authorized the execution, delivery and due performance of this Installment Purchase Agreement.

(d) The City will not take or, to the extent within its power, permit any action to be taken which results in the interest that is paid for the installment purchase of the 2007 Project under the terms of this Installment Purchase Agreement being included in the gross income of the Authority or its assigns for purposes of federal or State of California personal income taxation, or in the interest that is paid for the installment purchase of the 2012 Project under the terms of this Installment Purchase Agreement being included in the gross income of the Authority or its assigns for purposes of State of California personal income taxation.

(e) The City has determined that it is necessary and proper for City uses and purposes within the terms of the laws of the State of California that the City refinance and acquire the 2007 Project and the 2012 Project in the manner that is provided for in this Installment Purchase Agreement in order to provide essential services and facilities to persons residing in the City.

Section 2.02. Representations and Warranties by the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a joint exercise of powers agency that is duly organized under the JPA Agreement and in good standing under the laws of the State of California, has full legal right, power and authority to enter into this Installment Purchase Agreement and to carry out and consummate all transactions that are contemplated by this Installment Purchase Agreement and by proper action has duly authorized the execution and delivery and due performance of this Installment Purchase Agreement.

(b) The execution and delivery of this Installment Purchase Agreement and the consummation of the transactions herein contemplated will not violate any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which the Authority is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority.

(c) The Authority will not take or permit any action to be taken which results in the interest that is paid for the installment purchase of the 2007 Project under the terms of this Installment Purchase Agreement being included in the gross income of the Authority or its assigns for purposes of federal or State of California personal income taxation, or in the interest that is paid for the installment purchase of the 2012 Project under the terms of this Installment Purchase Agreement being included in the gross income of the Authority or its assigns for purposes of State of California personal income taxation.

ARTICLE III

ACQUISITION OF 2007 PROJECT AND 2012 PROJECT

Section 3.01. Sale and Purchase of 2007 Project and 2012 Project. The parties hereby confirm that the City currently has title to the 2007 Project and the 2012 Project. In consideration for the Authority's assistance in refinancing the 2007 Project and the 2012 Project, the City agrees to sell, and hereby sells, to the Authority, and the Authority agrees to purchase and hereby purchases, from

the City, the 2007 Project and the 2012 Project in the manner and in accordance with the provisions of the Installment Purchase Agreement.

Section 3.02. Purchase and Sale of 2007 Project and 2012 Project. In consideration for the Series 2019 Installment Payments, the Authority agrees to sell, and hereby sells, to the City, and the City agrees to purchase, and hereby purchases, from the Authority, the 2007 Project and the 2012 Project at the purchase price that is specified in Section 4.01 hereof and otherwise in the manner and in accordance with the provisions of the Installment Purchase Agreement.

Section 3.03. Title. All right, title and interest in each component of the 2007 Project and the 2012 Project shall vest in the City immediately upon execution and delivery of the Installment Purchase Agreement. Such vesting shall occur without further action by the Authority or the City, and the Authority shall, if requested by the City or if necessary to assure such automatic vesting, deliver any and all documents which are required to assure such vesting.

ARTICLE IV

INSTALLMENT PAYMENTS

Section 4.01. Purchase Price.

(a) The Purchase Price to be paid by the City hereunder to the Authority is the sum of the principal amount of the City's obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Article VII.

(b) The principal amount of the payments to be made by the City hereunder is set forth in Exhibit B.

(c) The interest to accrue on the unpaid balance of such principal amount is as specified in Section 4.02 and Exhibit B, and shall be paid by the City as and constitute interest paid on the principal amount of the City's obligations hereunder.

Section 4.02. Series 2019 Installment Payments. The City shall, subject to its rights of prepayment provided in Article VII, pay the Authority the Purchase Price in installment payments of interest and principal in the amounts and on the Series 2019 Installment Payment Dates as set forth in Exhibit B.

Each Series 2019 Installment Payment shall be paid to the Authority in lawful money of the United States of America. In the event that the City fails to make any of the payments which are required to be made by it under this section, such payment shall continue as an obligation of the City until such amount shall have been fully paid, and the City agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the Series 2019 Installment Payments if paid in accordance with their terms.

The obligation of the City to make the Series 2019 Installment Payments is absolute and unconditional, and until such time as the Purchase Price shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article IX), the City will not discontinue or suspend any Series 2019 Installment Payment which is required to be made by it under this section

when due, whether or not the Water System or any part thereof is operating or operable or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and whether or not the 2007 Project or the 2012 Project has been completed, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

ARTICLE V

SECURITY

Section 5.01. Pledge of Revenues. The Revenues, other amounts that are on deposit in the Revenue Fund and any other amounts (including proceeds of the sale of the 2019 Bonds) which are held in any fund or account that is established pursuant to the Installment Purchase Agreement are irrevocably pledged to the payment of the Series 2019 Installment Payments. Except for the payment of the Operation and Maintenance Costs, the Revenues shall not be used for any other purpose while any of the Series 2019 Installment Payments remain unpaid; provided that out of the Revenues there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge shall constitute a first lien on Revenues, the Revenue Fund and the other funds and accounts that are created hereunder for the payment of the Series 2019 Installment Payments and all other Contracts and Bonds in accordance with the terms hereof and of the Indenture.

Section 5.02. Allocation of Revenues. In order to carry out and effectuate the pledge and lien contained herein, the City agrees and covenants that all Revenues shall be received by the City in trust hereunder and shall be deposited when and as received in a special fund designated as the "Revenue Fund," which fund has been previously established and which fund the City agrees and covenants to maintain and to hold separate and apart from other funds so long as any Installment Payments or Bonds remain unpaid. Moneys in the Revenue Fund shall be used and applied by the City as provided in this Installment Purchase Agreement.

The City shall, from the moneys in the Revenue Fund, pay all Operation and Maintenance Costs (including amounts which are reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as they become due and payable. All remaining moneys in the Revenue Fund shall be set aside by the City at the following times in the following respective special funds in the following order of priority, and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this section:

(a) Bond Payment Fund. On or before each Series 2019 Installment Payment Date, the City shall, from remaining moneys in the Revenue Fund, transfer to the Trustee for deposit in the Bond Payment Fund an amount that is equal to the interest and principal payable and coming due on the 2019 Bonds on the next succeeding Interest Payment Date. The City shall also, from the moneys in the Revenue Fund, transfer to the applicable trustee for deposit in the applicable payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other Debt Service in accordance with the provisions of the Contract, Bond, resolution or indenture relating thereto.

Any moneys which are on deposit in the Bond Payment Fund on each Series 2019 Installment Payment Date (other than amounts required for the payment of past due principal or interest with respect to any 2019 Bonds not presented for payment) shall be credited to the payment of the Series

2019 Installment Payments due and payable on such date. No deposit need be made in the Bond Payment Fund as Series 2019 Installment Payments if the amount in the Bond Payment Fund is at least equal to the amount of the Series 2019 Installment Payment that is due and payable on the next succeeding Series 2019 Installment Payment Date.

(b) Reserve Funds. On or before each Series 2019 Installment Payment Date, the City shall, from remaining moneys in the Revenue Fund, thereafter, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for deposit to reserve funds or accounts established for Bonds or Contracts an amount that is equal to the amount required to be deposited therein.

(c) Surplus. Moneys on deposit in the Revenue Fund which are not necessary to make any of the payments which are required above may be expended by the City at any time for any purpose permitted by law.

Section 5.03. Additional Contracts and Bonds. The City may at any time execute any Contract or issue any Bonds, as the case may be, in accordance herewith; provided that:

(a) The Net Revenues for the most recent audited Fiscal Year preceding the date of adoption by the City Council of the City of the resolution authorizing the issuance of such Bonds or the date of the execution of such Contract, as the case may be, as evidenced by both a calculation prepared by the City and a special report prepared by an Independent Certified Public Accountant or an Independent Financial Consultant on such calculation on file with the City, shall have produced a sum equal to at least one hundred twenty percent (120%) of the Debt Service for such Fiscal Year; and

(b) The Net Revenues for the most recent audited Fiscal Year preceding the date of the execution of such Contract or the date of adoption by the City Council of the City of the resolution authorizing the issuance of such Bonds, as the case may be, including adjustments to give effect as of the first day of such Fiscal Year to increases or decreases in rates and charges for the Water Service approved and in effect as of the date of calculation, as evidenced by both a calculation prepared by the City and a special report prepared by an Independent Certified Public Accountant or an Independent Financial Consultant on such calculation on file with the City, shall have produced a sum equal to at least one hundred twenty percent (120%) of the Debt Service for such Fiscal Year plus the Debt Service which would have accrued had such Contract been executed or Parity Bonds been issued at the beginning of such Fiscal Year.

Notwithstanding the foregoing, Bonds issued or Contracts executed to refund outstanding Bonds or prepay outstanding Contracts may be delivered without satisfying the conditions set forth above if total Debt Service after such Bonds are issued or Contracts executed is not greater than the total Debt Service which would have been payable prior to the issuance of such Bonds or execution of such Contracts.

Section 5.04. Investments. All moneys which are held by the City in the Revenue Fund shall be invested in Permitted Investments, and the investment earnings thereon shall remain on deposit in such fund, except as otherwise provided herein.

ARTICLE VI

COVENANTS OF THE CITY

Section 6.01. Compliance with Installment Purchase Agreement and Ancillary Agreements. The City will punctually pay the Series 2019 Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all of the agreements, conditions, covenants and terms contained herein which are required to be observed and performed by it, and will not terminate the Installment Purchase Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2007 Project or the 2012 Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Authority to observe or perform any agreement, condition, covenant or term which is contained herein and required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Authority or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion or acts or regulations of governmental authorities.

The City will faithfully observe and perform all of the agreements, conditions, covenants and terms which are required to be observed and performed by it pursuant to all outstanding Contracts and Bonds as such may from time to time be executed or issued, as the case may be.

Section 6.02. Against Encumbrances. The City will not make any pledge of or place any lien on Revenues or the moneys in the Revenue Fund except as provided herein. In addition, the City may at any time, or from time to time, issue evidences of indebtedness or incur other obligations for any lawful purpose which are payable from and secured by a pledge of and lien on Revenues or any moneys in the Revenue Fund as may from time to time be deposited therein (as provided in Section 5.02), provided that such pledge and lien shall be subordinate in all respects to the pledge of and lien thereon provided herein.

Section 6.03. Against Sale or Other Disposition of Property. The City will not enter into any agreement or lease which impairs the operation of the Water System or any part thereof which is necessary to secure adequate Revenues for the payment of the Series 2019 Installment Payments, or which would otherwise impair the rights of the Authority hereunder or the operation of the Water System. Any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the Water System, or any material or equipment which has become worn out, may be sold if such sale will not impair the ability of the City to pay the Series 2019 Installment Payments and if the proceeds of such sale are deposited in the Revenue Fund.

Nothing herein shall restrict the ability of the City to sell any portion of the Water System if such portion is immediately repurchased by the City and if such arrangement cannot by its terms result in the purchaser of such portion of the Water System exercising any remedy which would deprive the City of or otherwise interfere with its right to own and operate such portion of the Water System.

Section 6.04. Against Competitive Facilities. The City will not, to the extent permitted by law, acquire, construct, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, district or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the City any water system competitive with the Water System.

Section 6.05. Tax Covenants. Notwithstanding any other provision of the Installment Purchase Agreement, absent an opinion of Bond Counsel that the exclusion from gross income of the interest on the 2019A Bonds will not be adversely affected for federal income tax purposes, the City covenants to comply with all applicable requirements of the Code which are necessary to preserve such exclusion from gross income with respect to the 2019A Bonds and specifically covenants, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The City will take no action and refrain from taking any action, and the City will make no use of the proceeds of the 2019A Bonds or of any other moneys or property, which would cause the 2019A Bonds to be "private activity bonds" within the meaning of Section 141 of the Code;

(b) Arbitrage. The City will make no use of the proceeds of the 2019A Bonds or of any other amounts or property, regardless of the source, and the City will not take any action or refrain from taking any action, which will cause the 2019A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code;

(c) Federal Guarantee. The City will make no use of the proceeds of the 2019A Bonds, and the City will not take or omit to take any action, that would cause the 2019A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(d) Information Reporting. The City will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code which is necessary to preserve the exclusion of interest on the 2019A Bonds pursuant to Section 103(a) of the Code;

(e) Hedge Bonds. The City will make no use of the proceeds of the 2019A Bonds or any other amounts or property, regardless of the source, and the City will not take any action and refrain from taking any action, that would cause the 2019A Bonds to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the City takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest on the 2019A Bonds for federal income tax purposes; and

(f) Miscellaneous. The City will not take any action or refrain from taking any action which is inconsistent with its expectations stated in the Tax Certificate executed by the City in connection with the issuance of the 2019A Bonds and will comply with the covenants and requirements that are stated therein and incorporated by reference herein.

This section and the covenants that are set forth herein shall not be applicable to, and nothing that is contained herein shall be deemed to prevent the City from causing the Authority to issue revenue bonds or issuing bonds or executing and delivering contracts that are payable on a parity with the 2019A Bonds, the interest with respect to which has been determined to be subject to federal income taxation, including but not limited to the 2019B Bonds.

Section 6.06. [Reserved].

Section 6.07. Maintenance and Operation of the Water System. The City will maintain and preserve the Water System in good repair and working order at all times, operate the Water System in an efficient and economical manner and pay all Operation and Maintenance Costs as they become due and payable.

Section 6.08. Payment of Claims. The City will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues or the funds or accounts created hereunder or under the Indenture or on any funds in the hands of the City pledged to pay the Series 2019 Installment Payments or the Bonds, or which might impair the security of the Series 2019 Installment Payments.

Section 6.09. Compliance with Contracts. The City will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, which are required to be performed by it contained in all contracts for the use of the Water System and all other contracts affecting or involving the Water System, to the extent that the City is a party thereto.

Section 6.10. Insurance.

(a) The City will procure and maintain or cause to be procured and maintained insurance on the Water System, excluding coverage for earthquake damage or destruction, with responsible insurers in such amounts and against such risks (including accident to or destruction of the Water System) as are usually covered in connection with facilities that are similar to the Water System, so long as such insurance is available at reasonable rates.

In the event of any damage to or destruction of the Water System caused by the perils covered by such insurance, the Net Proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Water System. The City shall begin such reconstruction, repair or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Water System shall be free and clear of all claims and liens. The City covenants to reconstruct, repair or replace the damaged or destroyed portions of the Water System promptly if a failure to reconstruct, repair or replace such portions would impair or adversely affect the ability of the City to pay the Series 2019 Installment Payments.

(b) The City will procure and maintain such other insurance which it shall deem advisable or necessary to protect its interests and the interests of the Authority, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with municipal water systems similar to the Water System.

(c) Any insurance that is required to be maintained by paragraph (a) above and, if the City determines to procure and maintain insurance pursuant to paragraph (b) above, such insurance, may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner usually maintained in connection with water systems similar to the Water System, and is, in the opinion of an accredited actuary, actuarially sound.

All policies of insurance which are required to be maintained herein shall provide that the Authority or its assignee shall be given thirty (30) days' written notice of any intended cancellation thereof or reduction of coverage provided thereby.

Annually on or before September 1 in each year, the Authority shall provide the Trustee with a Certificate stating that the City is in full compliance with the provisions of this Section 6.10. The Trustee is entitled to rely on any such Certificate as to the City's compliance with these provisions, and the Trustee has no further duties in that regard.

Section 6.11. Accounting Records; Financial Statements and Other Reports.

(a) The City will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Water System, which records shall be available for inspection by the Authority and the Trustee at reasonable hours and under reasonable conditions.

(b) The City will prepare and file with the Authority or its assignee, annually within two hundred seventy (270) days after the close of each Fiscal Year (commencing with the Fiscal Year ended June 30, 2019) financial statements of the City for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles, together with an Accountant's Report thereon. The Trustee shall have no obligation to review any such financial statements.

Section 6.12. Protection of Security and Rights of the Authority. The City will preserve and protect the security hereof and the rights of the Authority to the Series 2019 Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 6.13. Payment of Taxes and Compliance with Governmental Regulations. The City will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the Water System or any part thereof, or upon the Revenues when the same shall become due. The City will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Water System, or any part thereof, but the City shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 6.14. Amount of Rates and Charges.

(a) The City shall, to the fullest extent permitted by law, fix and prescribe, at the commencement of each Fiscal Year, rates and charges for the Water Service which are reasonably expected, at the commencement of each Fiscal Year, to be at least sufficient to yield during each Fiscal Year Net Revenues equal to one hundred twenty percent (120%) of the Debt Service in such Fiscal Year. The City may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Revenues from such reduced rates and charges will at all times be sufficient to meet the requirements of this section. To the extent that the covenant with respect to rates and charges in connection with any Bonds or Contracts differs from the foregoing covenant, the City shall also comply with the covenant with respect to rates and charges in connection with such Bonds or Contracts.

(b) So long as the City has complied with its obligations set forth in subsection (a) above, the failure of Net Revenues to meet the thresholds set forth in subsection (a) above shall not constitute a default or an Event of Default hereunder or under the Indenture.

Section 6.15. Collection of Rates and Charges. The City will have in effect at all times by-laws, rules and regulations requiring each customer to pay the rates and charges applicable to the Water Service to such customer's land and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the City may discontinue such service from the Water System, and such service shall not thereafter be recommenced except in accordance with City by-laws or rules, regulations and the laws of the State of California governing such situations of delinquency.

Section 6.16. Eminent Domain Proceeds. If all or any part of the Water System shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied either to additions, betterments, extensions or improvements to the Water System or, if the City elects not to apply such Net Proceeds to such capital items or if such Net Proceeds are not fully expended for such purposes, such Net Proceeds which are not required by the City for such purposes will be deposited in the Revenue Fund.

Section 6.17. Further Assurances. The City will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Authority of the rights and benefits provided to it herein.

Section 6.18. Enforcement of Contracts. So long as any of the 2019 Bonds are outstanding, the City will not voluntarily consent to or permit any rescission of, nor will it consent to any amendment to or otherwise take any action under or in connection with any contracts previously or hereafter entered into if such rescission or amendment would in any manner impair or adversely affect the ability of the City to pay principal of and interest on the 2019 Bonds.

Section 6.19. Continued Existence of Authority. The City and the Authority will take or cause to be taken all actions reasonably necessary to continue the Authority's existence until such time as the 2019 Bonds are no longer Outstanding under the Indenture, including but not limited to the addition of one or more new members to the Authority and execution of the JPA Agreement pursuant to which the Authority was created by such new members.

ARTICLE VII

PREPAYMENT OF SERIES 2019 INSTALLMENT PAYMENTS

Section 7.01. Prepayment.

(a) The City may prepay the Series 2019 Installment Payments as a whole, or in part, on the Business Day prior to ____ 1, 20__ or any date thereafter in the order of payment date as directed by the City, at a prepayment price equal to the principal amount of the Series 2019 Installment Payments to be prepaid, together with accrued interest thereon to the date of prepayment, without premium.

(b) Notwithstanding any such prepayment, the City shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the Purchase Price shall have been fully paid (or provision for payment thereof shall have been provided to the written satisfaction of the Authority).

Section 7.02. Method of Prepayment. Before making any prepayment pursuant to Section 7.01, the City shall, within five (5) days following the event permitting the exercise of such right to prepay or creating such obligation to prepay, give written notice to the Authority and the Trustee describing such event and specifying the date on which the prepayment will be paid, which date shall be not less than sixty (60) (or such shorter number of days as is acceptable to the Trustee) days from the date that such notice is given.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE AUTHORITY

Section 8.01. Events of Default and Acceleration of Maturities. If one or more of the following Events of Default shall happen:

(a) if default shall be made by the City in the due and punctual payment of any Series 2019 Installment Payment or any Contract or Bond when and as the same shall become due and payable;

(b) if default shall be made by the City in the performance of any of the agreements or covenants which are required herein to be performed by it, and such default shall have continued for a period of sixty (60) days after the City shall have been given notice in writing of such default by the Authority; provided, however, that if in the reasonable opinion of the City the default stated in the notice can be corrected, but not within such sixty (60) day period, and corrective action is instituted by the City within such sixty (60) day period and diligently pursued in good faith until the default is corrected, such default shall not be an Event of Default hereunder;

(c) if the City shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property; or

(d) if payment of the principal of any Contract or Bond is accelerated in accordance with its terms;

then and in each and every such case during the continuance of an Event of Default, the Authority shall, by notice in writing to the City, declare the entire principal amount of the unpaid Series 2019 Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding. This section, however, is subject to the condition that if at any time after the entire principal amount of the unpaid Series 2019 Installment Payments and the accrued interest thereon shall have been so declared due and payable, but before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the City shall deposit with the Authority an amount that is sufficient to pay the unpaid principal amount of the Series 2019 Installment Payments or the unpaid payment of any other Contract or Bond referred to in clause (a) above due prior to such declaration and the accrued interest thereon, with interest on such overdue installments, at the rate or rates applicable to the remaining unpaid principal balance of the Series 2019 Installment Payments or such Contract or Bond if paid in accordance with their terms, and the reasonable expenses

of the Authority, and any and all other defaults known to the Authority (other than in the payment of the entire principal amount of the unpaid Series 2019 Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Authority or provision deemed by the Authority to be adequate shall have been made therefor, then and in every such case the Authority, by written notice to the City, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.02. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 8.01, all Revenues thereafter received by the City shall be applied in the following order:

First, to the payment, without preference or priority, and in the event of any insufficiency of such Revenues ratably without any discrimination or preference, of the fees, costs and expenses of the Trustee and its assigns and thereafter to the Authority, as the case may be, in carrying out the provisions of this article, including reasonable compensation to their respective accountants and counsel;

Second, to the payment of the Operation and Maintenance Costs; and

Third, to the payment of the entire principal amount of the unpaid Series 2019 Installment Payments and the unpaid principal amount of all Bonds and Contracts and the accrued interest thereon, with interest on the overdue installments at the rate or rates of interest applicable to the Series 2019 Installment Payments and such Bonds and Contracts if paid in accordance with their respective terms.

Section 8.03. Other Remedies of the Authority. The Authority shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the City or any director, officer or employee thereof, and to compel the City or any such director, officer or employee to perform and carry out its or his or her duties under the laws of the State of California and the agreements and covenants required to be performed by it or him or her contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Authority; or

(c) by suit in equity upon the happening of an Event of Default to require the City and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, the Authority shall have no security interest in or mortgage on the 2007 Project, the 2012 Project, the Water System or other assets of the City and no default hereunder shall result in the loss of the 2007 Project, the 2012 Project, the Water System or other assets of the City.

Section 8.04. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the Series 2019 Installment Payments to the Authority at the respective due dates or upon prepayment from the Net Revenues, the Revenue Fund and the other funds herein pledged for such payment, or shall affect or impair the right of the Authority, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Authority shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Authority to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy that is conferred upon the Authority by the laws of the State of California or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Authority.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Authority, the City and the Authority shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.05. Remedies Not Exclusive. No remedy that is conferred upon or reserved to the Authority herein is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the laws of the State of California or any other law.

ARTICLE IX

DISCHARGE OF OBLIGATIONS

Section 9.01. Discharge of Obligations. When:

(a) all or any portion of the Series 2019 Installment Payments shall have become due and payable in accordance herewith or a written notice of the City to prepay all or any portion of the Series 2019 Installment Payments shall have been filed with the Trustee; and

(b) there shall have been deposited with the Trustee at or prior to the Series 2019 Installment Payment Date or dates specified for prepayment, in trust for the benefit of the Authority or its assigns and irrevocably appropriated and set aside to the payment of all or any portion of the Series 2019 Installment Payments, sufficient moneys or a combination of sufficient moneys and non-callable Permitted Investments that are described in clause (A) of the definition thereof, the principal of and interest on which Permitted Investments when due will provide money that is sufficient in the opinion of an Independent Certified Public Accountant to pay all principal, prepayment premium, if any, and interest of such Series 2019 Installment Payments to their respective Series 2019 Installment Payment Dates, as the case may be; and

(c) provision shall have been made for paying all fees and expenses of the Trustee, then and in that event, the right, title and interest of the Authority herein and the obligations of the City hereunder shall, with respect to all or such portion of the Series 2019 Installment Payments as have been so provided for, thereupon cease, terminate, become void and be completely discharged and satisfied (except for the right of the Trustee and the obligation of the City to have such moneys and such Permitted Investments applied to the payment of such Series 2019 Installment Payments).

In such event, upon request of the City, the Trustee shall cause an accounting for such period or periods as may be requested by the City to be prepared and filed with the City and shall execute and deliver to the City all such instruments as may be necessary or desirable to evidence such total or partial

discharge and satisfaction, as the case may be, and, in the event of a total discharge and satisfaction, the Trustee shall pay over to the City, after payment of all amounts due the Trustee pursuant to the Indenture, as an overpayment of Series 2019 Installment Payments, all such moneys or such Permitted Investments held by it pursuant hereto, other than such moneys and such Permitted Investments as are required for the payment or prepayment of the Series 2019 Installment Payments, which moneys and Permitted Investments shall continue to be held by the Trustee in trust for the payment of the Series 2019 Installment Payments and shall be applied by the Trustee to the payment of the Series 2019 Installment Payments of the City.

ARTICLE X

MISCELLANEOUS

Section 10.01. Liability Limited. Notwithstanding anything contained herein, the City shall not be required to advance any moneys derived from any source of income other than the Revenues, the Revenue Fund and the other funds provided herein for the payment of amounts due hereunder or for the performance of any agreements or covenants that are required to be performed by it contained herein. The City may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the City for such purpose.

The obligation of the City to make the Series 2019 Installment Payments is a special obligation of the City payable from the Net Revenues and does not constitute a debt of the City or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 10.02. Benefits of Installment Purchase Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the City or the Authority any right, remedy or claim under or pursuant hereto, and any agreement or covenant that is required herein to be performed by or on behalf of the City or the Authority shall be for the sole and exclusive benefit of the other party.

Section 10.03. Successor Is Deemed Included in all References to Predecessor. Whenever either the City or the Authority is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the City or the Authority, and all agreements and covenants which are required hereby to be performed by or on behalf of the City or the Authority shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 10.04. Waiver of Personal Liability. No member, officer or employee of the City shall be individually or personally liable for the payment of the Series 2019 Installment Payments, but nothing contained herein shall relieve any member, officer or employee of the City from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 10.05. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions

or clauses hereof and the words "hereby," "herein," "hereof," "hereto," "herewith" and other words of similar import refer to the Installment Purchase Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.06. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the City or the Authority shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The City and the Authority hereby declare that they would have executed the Installment Purchase Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.07. Assignment. The Installment Purchase Agreement and any rights hereunder may be assigned by the Authority, as a whole or in part, without the necessity of obtaining the prior consent of the City. In addition to the rights and remedies assigned by the Authority to the Trustee, to the extent that the Indenture and the Installment Purchase Agreement confer upon or give or grant to the Trustee any right, remedy or claim under or by reason of the Indenture or the Installment Purchase Agreement, the Trustee is hereby explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred given or granted.

Section 10.08. Net Contract. The Installment Purchase Agreement shall be deemed and construed to be a net contract, and the City shall pay absolutely net during the term hereof the Series 2019 Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

Section 10.09. California Law. THE INSTALLMENT PURCHASE AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 10.10. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the City:	City of Escondido 201 North Broadway Escondido, California 92025 Attention: City Manager
If to the Authority:	Escondido Joint Powers Financing Authority 201 North Broadway Escondido, California 92025 Attention: Executive Director
If to the Trustee:	The Bank of New York Mellon Trust Company, N.A. 400 South Hope Street, 5th Floor

Los Angeles, California 90071
Attention: Corporate Trust
Reference: Escondido Joint Powers Financing Authority,
Series 2019

Section 10.11. Effective Date. The Installment Purchase Agreement shall become effective upon its execution and delivery, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Authority).

Section 10.12. Execution in Counterparts. The Installment Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 10.13. Indemnification of Authority. The City hereby agrees to indemnify and hold harmless the Authority and its assigns and its officers and directors if and to the extent permitted by law, from and against all claims, advances, damages and losses, including legal fees and expenses, arising out of or in connection with the acceptance or the performance of its duties hereunder and under the Indenture; provided that no indemnification will be made for willful misconduct, negligence or breach of an obligation hereunder or under the Indenture by the Authority.

Section 10.14. Amendments Permitted.

(a) This Installment Purchase Agreement and the rights and obligations of the Authority and the City and of the Owners of the 2019 Bonds and of the Trustee may be modified or amended at any time by an amendment hereto which shall become binding upon the written consents of the Owners of a majority in aggregate principal amount of the 2019 Bonds then Outstanding, exclusive of 2019 Bonds disqualified as provided in Section 11.09 of the Indenture. No such modification or amendment may: (1) extend the fixed maturity of any 2019 Bonds, or reduce the amount of principal thereof or premium (if any) thereon, or extend the time of payment, or change the rate of interest or the method of computing the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Owner of each 2019 Bond so affected; or (2) reduce the aforesaid percentage of 2019 Bonds the consent of the Owners of which is required to affect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged under the Installment Purchase Agreement prior to or on a parity with the lien created by the Installment Purchase Agreement except as permitted herein, or deprive the Owners of the 2019 Bonds of the lien created by the Indenture on such Revenues and other assets except as permitted herein, without the consent of the Owners of all of the 2019 Bonds then Outstanding.

(b) This Installment Purchase Agreement and the rights and obligations of the Authority and the City and of the Owners of the 2019 Bonds may also be modified or amended at any time by an amendment hereto which shall become binding upon adoption, without the consent of the Owners of any 2019 Bonds, but only to the extent permitted by law and only for any one or more of the following purposes: (1) to add to the covenants and agreements of the City contained in the Installment Purchase Agreement other covenants and agreements thereafter to be observed, to pledge or assign additional security for the 2019 Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the City; (2) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in the Installment Purchase Agreement, or in regard to matters or questions arising under the Installment Purchase Agreement, as the City may deem necessary or desirable; and (3) to modify,

amend or supplement the Installment Purchase Agreement in such manner as to cause interest on the 2019A Bonds to remain excludable from gross income under the Code. No amendment without consent of the Owners may modify any of the rights or obligations of the Trustee without the written consent thereto.

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IN WITNESS WHEREOF, the parties hereto have executed and attested this Installment Purchase Agreement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF ESCONDIDO

By: _____
Mayor

ATTEST:

_____
City Clerk

ESCONDIDO JOINT POWERS FINANCING AUTHORITY

By: _____
Chair of the Board of Directors

ATTEST:

_____
Secretary of the Board of Directors

EXHIBIT A

DESCRIPTION OF THE 2007 PROJECT AND THE 2012 PROJECT

2007 Project

Component	*Estimated Capital Cost*
Vista Verde Reservoir	$ 1,342,685
Water Pipeline Replacement	3,326,231
Royal Crest Water Line	197,076
Bear Valley Water Line	1,476,693
Rincon Power Plant Penstock Replacement	14,761
Reed Reservoir	5,983,778
Alexander Area Phase I Water Line	820,851
Cemetery Area Water Line	328,014
Lake Wohlford Dam	1,000,000
Total	**$ 14,490,089**

2012 Project

Component	*Estimated Capital Cost*
2012 Component	
Water Distribution Staff Move	$ 95,643
Water Treatment Plant Chlorine Generation Improvements	7,415,200
Vista Verde Reservoir Improvements	5,904,537
Water Line Improvements (Cemetery Area)	5,265,200
Lake Wohlford Dam Reconstruction Planning and Design	1,000,000
Lindley Reservoir Replacement	319,600
Total	**$ 20,000,180**
2000 Component	
Water Storage and Distribution	
Parkhill Reservoir	$ 3,816,246
Parkhill Reservoir Main	114,790
12” Water Main in Date	68,964
	$ 4,000,000
Water Supply, Distribution and Treatment	
Wohlford Penstock	$ 5,022,557

Lindley Discharge Line		1,500,000
WTP Instrumentation Upgrade		1,000,000
Gravity Line, Hogback		451,875
Rincon Penstock Replacement		25,568
	$	**8,000,000**

2002 Component

FY 2002 - 2003

Bear Valley Parkway: Citrus to Boyle	$	2,300,000
Montview: A-11 Reservoir to Vermont		1,200,000
Parkhill Lane		425,000
Mutual Line Replacement Design		300,000
Annual Total	**$**	**4,225,000**

FY 2003 – 2004

Falconeer: Reed to Cemetery Siphon	$	190,000
Cemetery Siphon		160,000
Canyon Crest		70,000
Glenridge: Moody to Cemetery Siphon		135,000
Cemetery Siphon to Cloverdale		320,000
Cemetery Siphon to Mountain View		520,000
Annual Total	**$**	**1,695,000**

FY 2004 – 2005

Mutual Line Replacement Design	$	300,000
Alexander: Montview to Calmar		900,000
Brotherton: Alexander to Felicita		120,000
Miller: Montview to Citracado		150,000
Citracado: Bernardo to S. Escondido Blvd.		300,000
Clarence: S. Center City Prky. to Felicita		240,000
Annual Total	**$**	**2,160,000**

EXHIBIT B

PURCHASE PRICE

1. The principal amount of payments to be made by the City hereunder is $_____.

2. The Series 2019 Installment Payments of principal and interest are payable in the amounts and on the Series 2019 Installment Payment Dates as follows:

	Series 2019 Installment Payments Attributable to 2019A Bonds			***Series 2019 Installment Payments Attributable to 2019B Bonds***			
Series 2019 Installment Payment Date (Business Day Prior to)	***Amount Attributable to Principal***	***Amount Attributable to Interest***	***Total***	***Amount Attributable to Principal***	***Amount Attributable to Interest***	***Total***	***Total Series 2019 Installment Payment***
3/1/2020	$	$	$	$	$	$	$
9/1/2020							
3/1/2021							
9/1/2021							
3/1/2022							
9/1/2022							
3/1/2023							
9/1/2023							
3/1/2024							
9/1/2024							
3/1/2025							
9/1/2025							
3/1/2026							
9/1/2026							
3/1/2027							
9/1/2027							
3/1/2028							
9/1/2028							
3/1/2029							
9/1/2029							
3/1/2030							
9/1/2030							
3/1/2031							

	Series 2019 Installment Payments Attributable to 2019A Bonds			*Series 2019 Installment Payments Attributable to 2019B Bonds*			
Series 2019 Installment Payment Date (Business Day Prior to)	***Amount Attributable to Principal***	***Amount Attributable to Interest***	***Total***	***Amount Attributable to Principal***	***Amount Attributable to Interest***	***Total***	***Total Series 2019 Installment Payment***
9/1/2031							
3/1/2032							
9/1/2032							
3/1/2033							
9/1/2033							
3/1/2034							
9/1/2034							
3/1/2035							
9/1/2035							
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3/1/2044							
9/1/2044							
3/1/2045							
9/1/2045							
3/1/2046							
9/1/2046							
3/1/2047							

	Series 2019 Installment Payments Attributable to 2019A Bonds			*Series 2019 Installment Payments Attributable to 2019B Bonds*			
Series 2019 Installment Payment Date (Business Day Prior to)	***Amount Attributable to Principal***	***Amount Attributable to Interest***	***Total***	***Amount Attributable to Principal***	***Amount Attributable to Interest***	***Total***	***Total Series 2019 Installment Payment***
9/1/2047							
3/1/2048							
9/1/2048							
3/1/2049							
9/1/2049							
TOTAL	$ _____	$		$			

ATTACHMENT 3

ESCROW AGREEMENT (2012 BONDS)

THIS ESCROW AGREEMENT (2012 BONDS), dated as of November 1, 2019 (the "**Agreement**"), by and among the City of Escondido (the "**City**"), the Escondido Joint Powers Financing Authority (the "**Authority**") and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "**Escrow Agent**") and as 2012 Trustee (as such term is defined herein), is entered into in accordance with a resolution of the City adopted on [October 23], 2019, an Indenture of Trust, dated as of February 1, 2012 (the "**2012 Indenture**"), by and among the Authority, the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**2012 Trustee**"), and an Installment Purchase Agreement, dated as of February 1, 2012 (the "**2012 IPA**"), by and between the City and the Authority. This Agreement is entered into to refund all of the outstanding Escondido Joint Powers Financing Authority Revenue Bonds (Water System Financing), Series 2012 (the "**2012 Bonds**").

RECITALS

A. Pursuant to the 2012 Indenture, the Authority has previously issued the 2012 Bonds in the aggregate principal amount of $31,660,000, of which $27,630,000 is currently outstanding.

B. The 2012 Bonds are payable from installment payments made by the City to the Authority under the 2012 IPA.

C. The Authority has determined to issue its Escondido Joint Powers Financing Authority Enterprise Revenue Refunding Bonds, Series 2019B (Taxable) (the "**2019B Bonds**"), a portion of the proceeds of which will be applied to pay the regularly scheduled payments of principal of and interest on the 2012 Bonds on and prior to March 1, 2022 and to pay, on March 1, 2022 (the "**Redemption Date**"), the principal of the outstanding 2012 Bonds maturing after the Redemption Date, plus interest thereon accrued to the Redemption Date, without premium (the "**Redemption Price**").

D. The Authority will irrevocably deposit moneys with the Escrow Agent, which moneys will be used to purchase the securities that are described on Schedule A (the "**Federal Securities**") (as permitted by, in the manner prescribed by and all in accordance with the 2012 Indenture). Such Federal Securities satisfy the criteria set forth in Section 10.03 of the 2012 Indenture, and the principal of and interest on such Federal Securities when paid, together with other moneys contributed by the Authority, will provide funds which will be fully sufficient to pay and discharge the 2012 Bonds.

AGREEMENT

SECTION 1. Deposit of Moneys. The Authority will cause The Bank of New York Mellon Trust Company, N.A., as trustee for the 2019B Bonds, to transfer a portion of the proceeds of the 2019B Bonds in the amount of $_____ on the date of issuance of the 2019B Bonds to the Escrow Agent for deposit in the Escrow Fund established hereunder. The Authority also hereby directs the 2012 Trustee to transfer $_____ held in the funds and accounts relating to the 2012 Bonds to the Escrow Agent for deposit in the Escrow Fund.

The Escrow Agent will hold such amounts in an irrevocable escrow separate and apart from other funds of the Authority, the City and the Escrow Agent in a fund hereby created and established to be known as the "**Escrow Fund**" and to be applied solely as provided in this Agreement. The City and the Authority represent that the sum of the amounts set forth above are at least equal to an amount

that is sufficient to purchase the Federal Securities listed on Schedule A, and to hold $___ uninvested as cash.

SECTION 2. Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1 and agrees immediately to invest $_____ of such moneys in the Federal Securities listed on Schedule A and to deposit such Federal Securities in the Escrow Fund. The Escrow Agent shall be entitled to rely upon the conclusion of Causey Demgen & Moore P.C. (the "**Verification Agent**") that the Federal Securities listed on Schedule A mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be sufficient to pay: (i) the regularly scheduled payments of principal of and interest on the 2012 Bonds on and prior to the Redemption Date; and (ii) on the Redemption Date, the Redemption Price of the outstanding 2012 Bonds maturing after the Redemption Date.

SECTION 3. Investment of Any Remaining Moneys. At the written direction of the Authority or the City, together with an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, to the effect that reinvestment is permitted under the legal documents in effect with respect to the 2012 Bonds and will not have an adverse effect on the tax status of the 2012 Bonds, the Escrow Agent shall reinvest any other amount of principal and interest, or any portion thereof, received from the Federal Securities prior to the date on which such payment is required for the purposes set forth herein, in noncallable Federal Securities maturing not later than the date on which such payment or portion thereof is required for the purposes set forth in Section 5, at the written direction of the Authority or the City, as verified in a report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay: (i) the regularly scheduled payments of principal of and interest on the 2012 Bonds on and prior to the Redemption Date; and (ii) on the Redemption Date, the Redemption Price of the outstanding 2012 Bonds maturing after the Redemption Date. Any interest income resulting from investment or reinvestment of moneys pursuant to this Section 3 which are not required for the purposes set forth in Section 5, as verified in the letter of the Verification Agent originally obtained by the Authority with respect to the refunding of the 2012 Bonds or in any other report prepared by an independent certified public accountant or firm of certified public accountants of favorable national reputation experienced in the refunding of obligations of political subdivisions, shall be paid to the City promptly upon the receipt of such interest income by the Escrow Agent. The determination of the Authority or the City as to whether an accountant qualifies under this Escrow Agreement shall be conclusive.

SECTION 4. Substitution of Securities. Upon the written request of the Authority or the City, and subject to the conditions and limitations that are set forth herein and applicable governmental rules and regulations, the Escrow Agent shall sell, redeem or otherwise dispose of the Federal Securities, provided that there are substituted therefor from the proceeds of the Federal Securities other Federal Securities, but only after the Authority or the City has obtained and delivered to the Escrow Agent: (i) an unqualified opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, to the effect that the substitution of securities is permitted under the legal documents in effect with respect to the 2012 Bonds and will not have an adverse effect on the tax status of the 2012 Bonds; and (ii) a report by a firm of independent certified public accountants to the effect that the reinvestment described in said report will not adversely affect the sufficiency of the amounts of securities, investments and money in the Escrow Fund to pay: (1) the regularly scheduled payments of principal of and interest on the 2012 Bonds on and prior to the Redemption Date; and (2) on the Redemption Date, the Redemption

Price of the outstanding 2012 Bonds maturing after the Redemption Date. The Escrow Agent shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Agreement and in full compliance with the provisions hereof.

SECTION 5. Payment of 2012 Bonds.

(a) Payment. From the maturing principal of the Federal Securities and the investment income and other earnings thereon and other moneys on deposit in the Escrow Fund, the Escrow Agent shall transfer to the 2012 Trustee for the 2012 Trustee to pay the regularly scheduled payments of interest on the 2012 Bonds through the Redemption Date, and pay, on the Redemption Date, the Redemption Price of the 2012 Bonds maturing after the Redemption Date, all as indicated on Schedule A.

(b) Irrevocable Instructions to Provide Notice. The notices that are required to be mailed pursuant to Section 4.03 and Article X of the 2012 Indenture are substantially in the forms attached hereto as Exhibits A and B. The Authority hereby irrevocably instructs the 2012 Trustee to mail a notice of redemption and a notice of defeasance of the 2012 Bonds to the parties that described in and otherwise in accordance with Section 4.03 and Article X of the 2012 Indenture (including the Municipal Securities Rulemaking Board), respectively, as required to provide for the redemption and defeasance of the 2012 Bonds in accordance with this Section 5.

(c) Unclaimed Moneys. Any moneys in the Escrow Fund which remain unclaimed after the Redemption Date shall be repaid by the Escrow Agent to the City.

(d) Priority of Payments. The owners of the 2012 Bonds shall have a first and exclusive lien on all moneys and securities in the Escrow Fund until such moneys and such securities are used and applied as provided in this Agreement.

(e) Termination of Obligation. As provided in the 2012 IPA and the 2012 Indenture, upon the deposit of moneys with the Escrow Agent in the Escrow Fund as set forth in Section 1: (i) the 2012 Indenture and the pledge of Authority Revenues and other assets made under the 2012 Indenture and all covenants, agreements and other obligations of the Authority under the 2012 Indenture shall cease, terminate, become void and be completely discharged and satisfied; and (ii) the right, title and interest of the Authority in the 2012 IPA and the obligations of the City thereunder shall, with respect to all of the Series 2012 Installment Payments payable under the 2012 IPA, thereupon cease, terminate, become void and be completely discharged and satisfied (except as set forth in the 2012 IPA).

SECTION 6. Application of Certain Terms of the 2012 Indenture. All of the terms of the 2012 Indenture relating to the making of payments of principal of and interest on the 2012 Bonds and relating to the exchange or transfer of the 2012 Bonds are incorporated in this Agreement as if set forth in full herein. The procedures set forth in Article VIII of the 2012 Indenture relating to the resignation and removal and merger of the 2012 Trustee are also incorporated in this Agreement as if set forth in full herein and shall be the procedures to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

SECTION 7. Performance of Duties. The Escrow Agent agrees to perform only the duties that are set forth herein and shall have no responsibility to take any action or omit to take any action that is not set forth herein.

SECTION 8. Escrow Agent's Authority to Make Investments. Except as provided in Section 2,3 and 4 hereof, the Escrow Agent shall have no power or duty to invest any funds that are held hereunder or to sell, transfer or otherwise dispose of the moneys or securities that are held hereunder.

SECTION 9. Indemnity. The City and the Authority hereby assume liability for, and hereby agree (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the Escrow Agent at any time (whether or not also indemnified against the same by the City or the Authority or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the retention of the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the City and the Authority shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective employees. In no event shall the City, the Authority or the Escrow Agent be liable to any person by reason of the transactions that are contemplated hereby other than to each other as set forth in this Section. The indemnities that are contained in this Section shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

SECTION 10. Responsibilities of Escrow Agent. The Escrow Agent and its agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the sufficiency of the moneys held in the Escrow Fund to pay the 2012 Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent that is made in good faith in the conduct of its duties. The recitals of fact that are contained herein shall be taken as the statements of the City and the Authority, and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the proceeds to accomplish the refunding of the 2012 Bonds or to the validity of this Agreement as to the City and the Authority and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. In no event shall the Escrow Agent be liable for any special indirect or consequential damages. The Escrow Agent may consult with counsel, who may or may not be counsel to the City or the Authority, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the City or the Authority.

No provision of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("**Instructions**") given pursuant to this Agreement and delivered using Electronic Means ("**Electronic Means**" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder); provided, however, that the City and the Authority shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions ("**Authorized Officers**") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City or the Authority whenever a person is to be added or deleted from the listing. If the City or the Authority elect to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent's understanding of such Instructions shall be deemed controlling. The City and the Authority understand and agree that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The City and the Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the City and the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City or the Authority. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City and the Authority agree: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that they are fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City or the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

The Escrow Agent shall furnish the Authority with periodic cash transaction statements which include detail for all investment transactions effected by the Escrow Agent or brokers selected by the City or the Authority, provided that the Escrow Agent is not obligated to provide an accounting for any fund or account that: (a) has a balance of $0.00; and (b) has not had any activity since the last reporting date. Upon the Authority's election, such statements will be delivered via the Escrow Agent's online service and upon electing such service, paper statements will be provided only upon request. The City and the Authority waive the right to receive brokerage confirmations of security transactions effected by the Escrow Agent as they occur, to the extent permitted by law. The City and the Authority further understand that trade confirmations for securities transactions effected by the Escrow Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

If the Escrow Agent learns that the Department of the Treasury or the Bureau of Public Debt will not, for any reason, accept a subscription of Securities that is to be submitted pursuant to this Agreement, the Escrow Agent shall promptly request alternative written investment instructions from the City and the Authority with respect to escrowed funds which were to be invested in securities. The Escrow Agent shall follow such instructions and, upon the maturity of any such alternative investment, the Escrow Agent shall hold funds uninvested and without liability for interest until receipt of further written instructions from the City and Authority. In the absence of investment instructions from the City and the Authority, the Escrow Agent shall not be responsible for the investment of such funds or interest thereon. The Escrow Agent may conclusively rely upon the City's and Authority's selection of an alternative investment as a determination of the alternative investment's legality and suitability and shall not be liable for any losses related to the alternative investments or for compliance with any yield restriction applicable thereto.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Agent may conclusively rely, as to the trust and accuracy of the statements and correctness of the opinions and the calculations provided to it in connection with this Agreement, and shall be protected in acting, or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Agent in accordance with this Agreement and reasonably believed by the Escrow Agent to have been signed or presented by the proper party, and it need not investigate any facts or matter stated in such notice, instruction, request, certificate or opinion.

The liability of the Escrow Agent to make any payments under the Agreement shall be limited to the funds in the Escrow Fund.

SECTION 11. Amendments. This Agreement is made for the benefit of the City, the Authority and the owners from time to time of the 2012 Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Agent, the City and the Authority; provided, however, that the City, the Authority and the Escrow Agent may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement or the 2012 Indenture, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the 2012 Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and (iii) to include under this Agreement additional funds. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of Stradling Yocca Carlson & Rauth, A Professional Corporation, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the various 2012 Bonds or that any instrument that is executed hereunder complies with the conditions and provisions of this Section.

SECTION 12. Notice to Rating Agencies. In the event that this agreement or any provision thereof is severed, amended or revoked, the Escrow Agent shall provide written notice of such severance, amendment or revocation to the rating agencies then rating the 2012 Bonds.

SECTION 13. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either: (i) the date upon which the 2012 Bonds have been paid in accordance with this Agreement; or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 5(c) of this Agreement. Funds remaining in the Escrow Fund after payment in full of the 2012 Bonds shall be transferred to the City.

SECTION 14. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the City and any other reasonable fees and expenses of the Escrow Agent; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien or assert any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services that are rendered or expenses incurred by the Escrow Agent under this Agreement.

SECTION 15. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City, the Authority or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void, shall be deemed separate from the remaining covenants and agreements contained herein and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 16. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 17. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SECTION 18. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the city in which is located the office of the Escrow Agent are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day which is not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period from and after such nominal date.

SECTION 19. Assignment. This Agreement shall not be assigned by the Escrow Agent or any successor thereto without the prior written consent of the City and the Authority.

SECTION 20. Reorganization of Escrow Agent. Notwithstanding anything to the contrary contained in this Agreement, any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Escrow Agent is a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Escrow Agent without execution or filing of any paper or any paper or further act, if such company is eligible to serve as Escrow Agent.

SECTION 21. Insufficient Funds. If at any time the Escrow Agent has actual knowledge that the moneys and investments in the Escrow Fund, including the anticipated proceeds thereof and earnings thereon, will not be sufficient to make all payments required by this Agreement, the Escrow

Agent shall notify the City in writing of the amount thereof and the reason therefor to the extent known to it. The Escrow Agent shall have no responsibility regarding any such deficiency.

SECTION 22. Notices. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent at 400 South Hope Street, Suite 500, Los Angeles, California 90071, Attention: Corporate Trust, Reference: Escondido Joint Powers Financing Authority, Series 2012. Any notice to or demand upon the City or the Authority shall be deemed to have been sufficiently given or served for all purposes by being sent by facsimile or other electronic transmission, overnight mail or courier or mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the City or the Authority at 201 North Broadway, Escondido, California 92025 (or such other address as may have been filed in writing by the City or the Authority with the Escrow Agent).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF ESCONDIDO

By: _____
City Manager

ESCONDIDO JOINT POWERS FINANCING AUTHORITY

By: _____
Chair of the Board of Directors

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Escrow Agent and 2012 Trustee

By: _____
Authorized Officer

SCHEDULE A

ESCROW REQUIREMENTS

Moneys deposited in the Escrow Fund shall be invested as follows:

Security	***Maturity***	***Principal Amount***	***Interest Rate***
		$	%

The escrow requirements for the 2012 Bonds are as follows:

Period Ending	***Principal Paid***	***Principal Redeemed***	***Interest***	***Total***
	$____	$____	$____	$____

EXHIBIT A

NOTICE OF FULL OPTIONAL REDEMPTION

ESCONDIDO JOINT POWERS FINANCING AUTHORITY
REVENUE BONDS (WATER SYSTEM FINANCING), SERIES 2012

BASE CUSIP 29634E

NOTICE IS HEREBY GIVEN to the owners of the above-captioned obligations (the "2012 Bonds") of the Escondido Joint Powers Financing Authority (the "Authority") pursuant to the Indenture of Trust, dated as of February 1, 2012 (the "2012 Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "2012 Trustee"), that 2012 Bonds in the amount of $27,630,000 have been called for redemption on March 1, 2022 (the "Redemption Date"). The 2012 Bonds were originally issued on April 4, 2012 and are described in the following table.

CUSIP	***Maturity (September 1)***	***Principal Amount***	***Rate***	***Redemption Price***
CU4	2020	$ 585,000	4.000%	100%
CV2	2021	610,000	4.000	100
CW0	2022	635,000	3.000	100
CX8	2023	645,000	5.000	100
CY6	2024	615,000	5.000	100
CZ3	2025	645,000	3.625	100
DA7	2026	730,000	3.750	100
DB5	2027	755,000	4.000	100
DC3	2028	780,000	4.000	100
DD1	2029	815,000	4.000	100
DE9	2031	2,485,000	5.000	100
DF6	2033	4,025,000	5.000	100
DG4	2041	14,305,000	5.000	100

The 2012 Bonds will be payable on the Redemption Date at a Redemption Price of 100% of the principal amount plus accrued interest to such date (the "Redemption Price"). The Redemption Price of the 2012 Bonds will become due and payable on the Redemption Date. Interest on the 2012 Bonds will cease to accrue and be payable from and after the Redemption Date, and such 2012 Bonds will be surrendered to the 2012 Trustee.

To receive payment on the Redemption Date, owners of the 2012 Bonds should present and to surrender said 2012 Bonds on the Redemption Date at the address of the 2012 Trustee set forth below:

First Class/Registered/Certified	*Express Delivery Only*	*By Hand Only*
The Bank of New York Mellon	**The Bank of New York Mellon**	**The Bank of New York Mellon**
Global Corporate Trust	Global Corporate Trust	Global Corporate Trust
P.O. Box 396	111 Sanders Creek Parkway	Corporate Trust Window
East Syracuse, NY 13057	East Syracuse, NY 13057	101 Barclay Street, 1st Floor East
		New York, New York 10286

Additional information regarding the foregoing actions may be obtained from The Bank of New York Mellon Trust Company, N.A., Corporate Trust Department, Bondholder Relations, telephone number (800) 254-2826.

A form W-9 must be submitted with the 2007 COPs. Failure to provide a completed form W-9 will result in 31% backup withholding pursuant to the Interest and Dividend Tax Compliance Act of 1983. Under the Tax Cuts and Jobs Act of 2017, 24% will be withheld if the tax identification number is not properly certified.

If the owner of any 2012 Bond fails to deliver such 2012 Bond to the 2012 Trustee on the Redemption Date, such 2012 Bond shall nevertheless be deemed redeemed on the Redemption Date and the owner of such 2012 Bond shall have no rights in respect thereof except to receive payment of the Redemption Price from funds held by the 2012 Trustee for such payment.

Note: *The Authority and the 2012 Trustee shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness in the notice or as printed on any 2012 Bond. They are included solely for the convenience of the holders.*

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as 2012 Trustee

January 28, 2022

EXHIBIT B

NOTICE OF DEFEASANCE

ESCONDIDO JOINT POWERS FINANCING AUTHORITY
REVENUE BONDS (WATER SYSTEM FINANCING), SERIES 2012

BASE CUSIP 29634E

NOTICE IS HEREBY GIVEN to the owners of the above-captioned obligations (the "2012 Bonds") of the Escondido Joint Powers Financing Authority (the "Authority") pursuant to the Indenture of Trust, dated as of February 1, 2012 (the "2012 Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "2012 Trustee"), that the Authority has deposited with The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "Escrow Agent"), cash and federal securities, the principal of and interest on which when paid will provide moneys sufficient to pay: (i) the regularly scheduled payments of principal of and interest on the 2012 Bonds on and prior to March 1, 2022; and (ii) On March 1, 2022, the principal of all outstanding 2012 Bonds maturing after such date, plus accrued interest thereon to such date. The 2012 Bonds were originally issued on April 4, 2012 and are described in the following table.

CUSIP	***Maturity (September 1)***	***Principal Amount***	***Rate***
CU4	2020	$ 585,000	4.000%
CV2	2021	610,000	4.000
CW0	2022	635,000	3.000
CX8	2023	645,000	5.000
CY6	2024	615,000	5.000
CZ3	2025	645,000	3.625
DA7	2026	730,000	3.750
DB5	2027	755,000	4.000
DC3	2028	780,000	4.000
DD1	2029	815,000	4.000
DE9	2031	2,485,000	5.000
DF6	2033	4,025,000	5.000
DG4	2041	14,305,000	5.000

In accordance with the 2012 Indenture and the Installment Purchase Agreement, dated as of February 1, 2012 (the "2012 IPA"), by and between the Authority and the City of Escondido (the "City"): (i) the 2012 Indenture and the pledge of Authority Revenues and other assets made under the 2012 Indenture and all covenants, agreements and other obligations of the Authority under the 2012 Indenture have ceased, terminated, become void and been completely discharged and satisfied; and (ii) the right, title and interest of the Authority in the 2012 IPA and the obligations of the City thereunder have, with respect to all of the Series 2012 Installment Payments payable under the 2012 IPA, ceased, terminated, become void and been completely discharged and satisfied (except as set forth in the 2012 IPA); and (ii) all obligations of the City under the Continuing Disclosure Certificate, dated April 4, 2012, relating to the 2012 Bonds, have been terminated as of the date hereof.

No representation is made as to the correctness of the CUSIP number either as printed on any 2012 Bond or as contained herein and any error in the CUSIP number shall not affect the validity of the proceedings for redemption of the 2012 Bonds.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as 2012 Trustee

November __, 2019

ATTACHMENT 4

$_____
ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019A

$_____
ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019B (TAXABLE)

BOND PURCHASE AGREEMENT

_____, 2019

Escondido Joint Powers Financing Authority
201 North Broadway
Escondido, California 92025

City of Escondido
201 North Broadway
Escondido, California 92025

Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**") offers to enter into this Bond Purchase Agreement (this "**Purchase Agreement**") with the Escondido Joint Powers Financing Authority (the "**Authority**") and the City of Escondido (the "**City**"). This offer is made subject to the Authority's and the City's acceptance by execution of this Purchase Agreement and delivery of the same to the Underwriter on or before 11:59 p.m. Pacific Time on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Authority and the City at any time prior to such acceptance. Upon the Authority's and the City's acceptance hereof, the Purchase Agreement will be binding upon the Authority, the City and the Underwriter.

The Authority and the City acknowledge and agree that: (i) the purchase and sale of the Bonds (as hereinafter defined) pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Authority, the City, and the Underwriter; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as agent or Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and has not assumed any advisory or fiduciary responsibility in favor of the Authority or the City with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the Authority or the City on other matters); (iii) the only obligations the Underwriter has to the Authority and the City with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; (iv) the Authority and the City have consulted their own legal, financial, accounting, tax and other advisors to the extent each has deemed appropriate; (v) the Underwriter has financial interests that differ from and may be adverse to those of the City and the Authority; and (vi) the Underwriter has provided the Authority and the City with certain disclosures required under the rules of the Municipal Securities Rulemaking Board (the "**MSRB**"). The Authority and the City acknowledge and represent that they have engaged CSG Advisors, Inc. as their municipal advisor

(as defined in Securities and Exchange Commission Rule 15Ba1) and will rely on the financial advice of CSG Advisors, Inc. with respect to the Bonds.

Capitalized terms used in this Purchase Agreement and not otherwise defined herein will have the respective meanings set forth for such terms in the Indenture (as hereinafter defined).

Section 1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations set forth in this Purchase Agreement, the Underwriter agrees to purchase from the Authority, and the Authority agrees to sell and deliver to the Underwriter, all (but not less than all) of the Authority's (i) Water System Revenue Refunding Bonds, Series 2019A (the "**2019A Bonds**") at a purchase price of $_____ (being an amount equal to the principal amount of the 2019A Bonds ($_____), [*plus/less*] a [net] original issue [premium/discount] of $_____, and *less* an underwriter's discount of $_____) and (ii) Water System Revenue Refunding Bonds, Series 2019B (Taxable) (the "**2019B Bonds**" and, together with the 2019A Bonds, the "**Bonds**") at a purchase price of $_____ (being an amount equal to the principal amount of the 2019B Bonds ($_____), [*plus/less*] a [net] original issue [premium/discount] of $_____, and *less* an underwriter's discount of $_____). The obligation of the Underwriter to purchase, accept delivery of and pay for the Bonds will be conditioned on the sale and delivery of all of the Bonds by the Authority to the Underwriter at Closing (hereinafter defined).

Section 2. Bond Terms; Purpose; Security.

(a) Bond Terms and Authorization. The Bonds will be dated their date of delivery and will mature and bear interest as shown on Exhibit A. The Bonds will be as described in, and will be issued and secured under, an Indenture of Trust, dated as of November 1, 2019 (the "**Indenture**"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**"). The Bonds are payable and subject to redemption as shown in Exhibit A.

The Bonds will be issued pursuant to the Marks-Roos Local Bond Pooling Act of 1985, commencing with Section 6584 of the California Government Code, the Authority Resolution (as hereinafter defined) and the City Resolution (as hereinafter defined).

(b) Purpose. The Authority is issuing the 2019A Bonds to provide funds to: (i) prepay in full the City's installment payment obligations under an Installment Purchase Agreement, dated as of September 1, 2007 (the "**2007 Installment Purchase Agreement**"), by and between the City and the Authority, and thereafter prepay all of the outstanding City of Escondido Revenue Certificates of Participation, Series 2007 (the "**2007 Certificates**"), and (ii) pay costs incurred in connection with the issuance of the 2019A Bonds.

The 2007 Certificates were executed and delivered pursuant to a Trust Agreement, dated as of September 1, 2007 (the "**2007 Trust Agreement**"), by and among the Authority, the City and The Bank of New York Mellon Trust Company, N.A., as trustee. The 2007 Certificates are payable from installment payments made by the City to the Authority pursuant to the 2007 Installment Purchase Agreement.

The Authority is issuing the 2019B Bonds to provide funds to: (i) defease and refund in full the Authority's Revenue Bonds (Water System Financing), Series 2012 (the "**2012 Bonds**"), and (ii) pay costs incurred in connection with the issuance of the 2019B Bonds.

The 2012 Bonds were issued pursuant to an Indenture of Trust, dated as of February 1, 2012 (the "**2012 Indenture**"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**2012 Trustee**"). The 2012 Bonds are payable from installment payments made under the Installment Purchase Agreement, dated as of February 1, 2012 (the "**2012 Installment Purchase Agreement**"), by and between the City and the Authority.

In connection with the refunding of the 2012 Bonds, the Authority will cause a portion of the proceeds of the Bonds to be deposited into an escrow fund held by The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "**Escrow Agent**"), pursuant to an Escrow Agreement (2012 Bonds), dated as of November 1, 2019 (the "**Escrow Agreement**"), by and among the Authority, the City and the Escrow Agent.

(c) Security. Under the Indenture, the Bonds will be secured by and payable from "**Authority Revenues**" and amounts on deposit in certain funds and accounts established by the Indenture. Authority Revenues includes installment payments (the "**Series 2019 Installment Payments**") received by the Authority or the Trustee pursuant to or with respect to an Installment Purchase Agreement, dated as of November 1, 2019 (the "**Installment Purchase Agreement**"), by and between the City and the Authority. Under the Installment Purchase Agreement, the Series 2019 Installment Payments are to be secured by an irrevocable pledge of "**Revenues**" (as defined therein) which generally consists of revenues of the City's Water System, as more particularly described in the Installment Purchase Agreement.

Section 3. Public Offering. The Underwriter agrees to make an initial bona fide public offering of all of the Bonds, at not in excess of the initial public offering yields or prices set forth on Exhibit A. Following the initial public offering of the Bonds, the offering prices may be changed from time to time by the Underwriter, provided that the Underwriter shall not change any of the principal amounts or the interest rates set forth on Exhibit A. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

The Bonds are subject to redemption as set forth in Exhibit A.

Section 4. Official Statement; Continuing Disclosure. (a) The Authority and the City have delivered to the Underwriter the Preliminary Official Statement dated _____, 2019 (the "**Preliminary Official Statement**") and will deliver to the Underwriter a final official statement dated the date of this Purchase Agreement (as amended and supplemented from time to time pursuant to Section 5(i) of this Purchase Agreement, the "**Official Statement**"). Subsequent to its receipt of the Authority's and the City's 15c2-12 Certificate, in substantially the form attached hereto as Exhibit B, deeming the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, as amended ("**Rule 15c2-12**"), the Underwriter has distributed copies of the Preliminary Official Statement. The Authority and the City hereby ratify the use by the Underwriter of the Preliminary Official Statement and authorize the Underwriter to use and distribute in printed and/or electronic format the Official Statement (including all information previously permitted to have been omitted by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the Authority and the City as evidenced by the execution and delivery of such document by an officer of the Authority and the City), the Indenture, the Installment Purchase Agreement, the Escrow Agreement, this Purchase Agreement, the Continuing Disclosure Certificate (hereinafter defined), and all information contained therein, and all other documents, certificates and written statements furnished by the Authority and the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement, in connection with the offer and sale of the Bonds by the Underwriter.

The Underwriter hereby agrees to deliver a copy of the Official Statement to the MSRB through the Electronic Municipal Marketplace Access website of the MSRB on or before the date of the Closing and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12. The Authority and the City agree to deliver to the Underwriter as many copies of the Official Statement as the Underwriter will reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12. The Authority and the City agree to deliver the final Official Statement within seven business days after the execution hereof, or such earlier date identified by the Underwriter to be necessary to allow the Underwriter to meet its obligations under Rule 15c2-12 and Rule G-32 of the MSRB.

(b) The Underwriter agrees to: (1) provide the Authority with final pricing information on the Bonds on a timely basis prior to the Closing and (2) take any and all other actions necessary to comply with applicable Securities and Exchange Commission rules and MSRB rules governing the offering, sale and delivery of the Bonds to ultimate purchasers.

(c) In connection with issuance of the Bonds, and in order to assist the Underwriter with complying with the provisions of Rule 15c2-12, the City will execute a Continuing Disclosure Certificate (the "**Continuing Disclosure Certificate**"), under which the City will undertake to provide certain financial and operating data as required by Rule 15c2-12. The form of the Continuing Disclosure Certificate is attached as an appendix to the Preliminary Official Statement and will be attached as an appendix to the final Official Statement.

Section 5. Representations, Warranties and Covenants of the Authority. The Authority hereby represents, warrants and agrees with the Underwriter that:

(a) The Authority is a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "**State**") and has all necessary power and authority to adopt the Authority Resolution (as hereinafter defined), to enter into and perform its duties under the Indenture, the Installment Purchase Agreement, the Escrow Agreement, and this Purchase Agreement (the "**Authority Agreements**") and, when executed and delivered by the respective parties thereto, each Authority Agreement will constitute legal, valid and binding obligation of the Authority enforceable in accordance with its respective terms.

(b) The Board of Directors (the "**Board**") of the Authority has taken official action by a resolution adopted on _____, 2019 (the "**Authority Resolution**") adopted by a majority of the members of the Board at a regular meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, authorizing the execution, delivery and due performance of the Authority Agreements and the Official Statement and the taking of any and all such action as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated hereby.

(c) By all necessary official action, the Authority has duly authorized the preparation and delivery of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the Bonds and the Authority Agreements, and the consummation by it of all other transactions contemplated by the Authority Resolution, the Authority Agreements, the Preliminary Official Statement and the Official Statement. When executed and delivered by the respective parties thereto, the Authority Agreements (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or

obligations of the Authority, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(d) The statements and information contained in the Official Statement relating to the Authority and the Bonds (other than information relating to DTC and its book-entry only system) are correct and complete in all material respects, and the information contained in the Official Statement (other than information relating to DTC and its book-entry only system) does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make such statements therein, in the light of the circumstances under which they were made, not misleading.

(e) As of the date hereof, there is no action, suit, proceeding or investigation before or by any court, public board or body pending against the Authority or, to the best knowledge of the Authority, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the Authority, or the titles of its members or officers; (ii) in any way question or affect the validity or enforceability of Authority Agreements or the Bonds, or (iii) in any way question or affect the Authority Agreements or the transactions contemplated by the Authority Agreements, the Official Statement, or any other agreement or instrument to which the Authority is a party relating to the Bonds.

(f) There is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory authority having jurisdiction over the Authority required for the execution and delivery of this Purchase Agreement or the consummation by the Authority of the other transactions contemplated by the Official Statement or the Authority Agreements.

(g) Any certificate signed by any official of the Authority authorized to do so will be deemed a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(h) Except as previously disclosed to the Underwriter, the Authority is not in default, and at no time has the Authority defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(i)

(1) If between the date of this Purchase Agreement and the date which is 25 days following the End of the Underwriting Period (as defined below), any event will occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority will immediately notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority will at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. "**End of the Underwriting Period**" will mean the later of: (i) the date of the Closing, and (ii) the date the Underwriter does not retain, directly

or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public, provided that unless the Underwriter notifies the Authority on or prior to the date of the Closing that it retains, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public, the End of the Underwriting Period will be deemed to have occurred on the date of the Closing.

(2) After the Closing, the Authority will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriter reasonably objects in writing or which is disapproved by Underwriter's Counsel (hereinafter defined). If any event relating to or affecting the Authority occurs as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Authority will use its best efforts to assist the Underwriter in preparing (at the expense of the Authority for 90 days after the date of the Closing, and thereafter at the expense of the Underwriter) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. For the purposes of this subsection, the Authority will furnish such information with respect to itself as the Underwriter may from time to time reasonably request.

(j) Except as disclosed in the Official Statement, the Authority has not previously failed to comply in all material respects with any undertakings under Rule 15c2-12 during the past five years.

Section 6. Representations, Warranties and Covenants of the City. The City hereby represents, warrants and agrees with the Underwriter that:

(a) The City is a municipal corporation that is duly organized and existing under and by virtue of the general laws of the State and has all necessary power and authority to adopt its resolution adopted on _____, 2019 (the "**City Resolution**"), to enter into and perform its duties under the Installment Purchase Agreement, the Continuing Disclosure Certificate, the Escrow Agreement, and this Purchase Agreement (the "**City Agreements**") and, when executed and delivered by the respective parties thereto, the City Agreements will constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms.

(b) The city council (the "**City Council**") of the City has taken official action by adopting the City Resolution by a majority of the members of the City Council at a meeting duly called, noticed and conducted, at which a quorum was present and acting throughout, authorizing the execution, delivery and due performance of the City Agreements and the Official Statement and the taking of any and all such action as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated hereby.

(c) By all necessary official action, the City has duly adopted the City Resolution, has duly authorized the preparation and delivery of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the City Agreements, and the consummation by it of all other transactions contemplated by the City Resolution, the City

Agreements, the Preliminary Official Statement and the Official Statement. When executed and delivered by the respective parties thereto, the City Agreements (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute legal, valid and binding agreements or obligations of the City, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(d) At the time of the City's acceptance hereof and at all times subsequent thereto up to and including the time of the Closing, the information and statements in the Official Statement (other than any information concerning the Authority, the Depository Trust Company and the book-entry system for the Bonds or provided by the Underwriter) do not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) As of the date hereof, there is no action, suit, proceeding or investigation before or by any court, public board or body pending against the City or, to the best knowledge of the City, threatened, wherein an unfavorable decision, ruling or finding would: (i) affect the creation, organization, existence or powers of the City, or the titles of its members or officers; (ii) in any way question or affect the validity or enforceability of City Agreements or the Bonds, or (iii) in any way question or affect the Purchase Agreement or the transactions contemplated by the Purchase Agreement, the Official Statement, or any other agreement or instrument to which the City is a party relating to the Bonds.

(f) There is no consent, approval, authorization or other order of, or filing or registration with, or certification by, any regulatory authority having jurisdiction over the City required for the execution and delivery of this Purchase Agreement or the consummation by the City of the other transactions contemplated by the Official Statement or the City Agreements.

(g) Any certificate signed by any official of the City authorized to do so will be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(h) Except as previously disclosed to the Underwriter, the City is not in default, and at no time has the City defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(i)

(1) Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the City since June 30, 2018, and there has been no occurrence or circumstance or combination thereof that is reasonably expected to result in any such materially adverse change.

(2) If between the date of this Purchase Agreement and the date which is 25 days following the End of the Underwriting Period, any event will occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein

or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City will immediately notify the Underwriter, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(3) After the Closing, the City will not participate in the issuance of any amendment of or supplement to the Official Statement to which, after being furnished with a copy, the Underwriter reasonably objects in writing or which is disapproved by Underwriter's Counsel. If any event relating to or affecting the City occurs as a result of which it is necessary, in the opinion of the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the City will use its best efforts to assist the Underwriter in preparing (at the expense of the City for 90 days after the date of the Closing, and thereafter at the expense of the Underwriter) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. For the purposes of this subsection, the City will furnish such information with respect to itself as the Underwriter may from time to time reasonably request.

(j) Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, the City has not previously failed to comply in all material respects with any undertakings under Rule 15c2-12 in the past five years. The report of Lumesis, Inc. dated _____, 2019 (the "**Continuing Disclosure Due Diligence Report**") identifies all of the issues for which the Authority and the City were obligated to provide continuing disclosure under Rule 15c2-12 during the past five years and all of the material event filings that were required with respect to such issues during the five-year period.

(k) The City does not need the consent of its auditor to include its comprehensive annual financial report for the fiscal year ended June 30, 2018 as an appendix to the Official Statement.

(l) The City will comply with the defeasance and redemption provisions of the 2007 Trust Agreement and the security deposit and prepayment provisions of the 2007 Installment Purchase Agreement in connection with the refunding of all of the outstanding 2007 Certificates.

(m) The City will comply with the defeasance and redemption provisions of the 2012 Indenture and the security deposit and prepayment provisions of the 2012 Installment Purchase Agreement in connection with the defeasance and refunding of all of the outstanding 2012 Bonds.

(n) The City covenants with the Underwriter that the City will cooperate with the Underwriter (at the cost and written directions of the Underwriter), in qualifying the Bonds for offer and sale under the securities or Blue Sky laws of such jurisdiction of the United States as the Underwriter may reasonably request; provided, however, that the City shall not be required to consent to suit or to service of process, or to qualify to do business, in any jurisdiction. The City consents to the use by the Underwriter of the City Agreements, the Preliminary Official Statement

and the Official Statement in the course of its compliance with the securities or Blue Sky laws of the various jurisdictions related to the offering and sale of the Bonds.

Section 7. The Closing. (a) At 8:30 A.M., Pacific time, on _____, 2019, or on such earlier or later time or date as may be agreed upon by the Underwriter, the Authority and the City (the "**Closing**"), the Authority will deliver the Bonds to the Underwriter, through the book-entry system of The Depository Trust Company ("**DTC**"). Prior to the Closing, the Authority and the City will deliver, at the offices of Stradling, Yocca, Carlson & Rauth, a Professional Corporation ("**Bond Counsel**") in Newport Beach, California, or such other place as is mutually agreed upon by the Underwriter and the Authority, the other documents described in this Purchase Agreement. On the date of the Closing, the Underwriter will pay the purchase price of the Bonds as set forth in Section 1 of this Purchase Agreement in immediately available funds to the order of the Trustee.

(b) The Bonds will be issued in fully registered form and will be prepared and delivered as one Bond for each maturity registered in the name of a nominee of DTC. It is anticipated that CUSIP identification numbers will be inserted on the Bonds, but neither the failure to provide such numbers nor any error with respect thereto will constitute a cause for failure or refusal by the Underwriter to accept delivery of the Bonds in accordance with the terms of this Purchase Agreement.

Section 8. Conditions to Underwriter's Obligations. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the Authority and the City contained herein and to be contained in the documents and instruments to be delivered on the date of the Closing, and upon the performance by the Authority and the City of their respective obligations to be performed hereunder and under such documents and instruments to be delivered at or prior to the date of the Closing. The Underwriter's obligations under this Purchase Agreement are and will also be subject to the sale, issuance and delivery of the Bonds as well as the following conditions:

(a) The representations and warranties of the Authority and the City contained in this Agreement will be true and correct in all material respects on the date of this Purchase Agreement and on and as of the date of the Closing as if made on the date of the Closing;

(b) As of the date of the Closing, the Official Statement may not have been amended, modified or supplemented, except in any case as may have been agreed to by the Underwriter;

(c) (i) As of the date of the Closing, the Authority Resolution, the City Resolution, the Authority Agreements and the City Agreements will be in full force and effect, and will not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter, (ii) the Authority will perform or have performed all of its obligations required under or specified in the Authority Resolution, the Authority Agreements and this Purchase Agreement to be performed at or prior to the date of the Closing; and (iii) the City will perform or have performed all of its obligations required under or specified in the City Resolution, the City Agreements and this Purchase Agreement to be performed at or prior to the date of the Closing;

(d) As of the date of the Closing, all necessary official action of the Authority relating to the Authority Agreements, the Authority Resolution and the Official Statement, and all necessary official action of the City relating to the City Agreements, the City Resolution, and the Official Statement, will have been taken and will be in full force and effect and will not have been amended, modified or supplemented in any material respect, except as may have been agreed to by the City and Underwriter; and

(e) As of or prior to the date of the Closing, the Underwriter will have received each of the following documents:

(1) Certified copies of the Authority Resolution and the City Resolution.

(2) Duly executed copies of the Indenture, the Installment Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate, and this Purchase Agreement.

(3) The Preliminary Official Statement and the Official Statement, with the Official Statement duly executed on behalf of the Authority and the City.

(4) An approving opinion of Bond Counsel, dated as of the Closing, as to the validity of the Bonds, the exclusion of interest on the 2019A Bonds from federal gross income and on the Bonds from State income taxation addressed to the Authority and the City substantially in the form attached as an appendix to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriter and the Trustee.

(5) A supplemental opinion of Bond Counsel, addressed to the Underwriter, to the effect that:

(i) The Purchase Agreement has been duly executed and delivered by the Authority and the City and is valid and binding upon the Authority and the City, subject to laws relating to bankruptcy, insolvency, reorganization or creditors' rights generally and to the application of equitable principles;

(ii) The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended (the "**Securities Act**"), and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(iii) The statements contained in the Official Statement on the cover and under the headings "INTRODUCTION," "REFUNDING PLAN," "THE BONDS," "SECURITY FOR THE BONDS," "TAX EXEMPTION," in "APPENDIX B – DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INSTALLMENT PURCHASE AGREEMENT AND THE INDENTURE" and "APPENDIX C – FORM OF OPINION OF BOND COUNSEL," insofar as such statements purport to describe certain provisions of the Bonds, the Indenture, the Installment Purchase Agreement, and the Escrow Agreement, or to state legal conclusions and the opinion of Bond Counsel regarding the tax-exempt nature of the Bonds, present a fair and accurate summary of the provisions thereof.

(6) An opinion of Stradling, Yocca, Carlson & Rauth, a Professional Corporation, as disclosure counsel to the City, addressed to the Underwriter, to the effect that: During the course of our work on this matter, no facts have come to our attention that cause us to believe that the Preliminary Official Statement as of its date and the date of the pricing of the Bonds and the Official Statement as of its date and the date of the Closing (excluding from the Preliminary Official Statement and the Official Statement, the financial statements, any financial or statistical data, or forecasts, charts, numbers, estimates, projections, assumptions or expressions of opinion included in the Preliminary Official Statement and the Official Statement and the appendices to the Preliminary Official

Statement and the Official Statement) contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(7) An opinion or opinions of the City Attorney, dated as of the Closing addressed to the Authority, the City, the Trustee and the Underwriter, in form and substance acceptable to the Underwriter, to the effect that:

(i) The City is a municipal corporation duly organized and existing under and by virtue of the general laws of the State. The City Council is the governing body of the City.

(ii) The City has all necessary power and authority to adopt the City Resolution, to enter into and perform its duties under the City Agreements, and, when executed and delivered by the respective parties thereto, the City Agreements will each constitute a legal, valid and binding obligation of the City enforceable in accordance with its respective terms, except as such enforcement may be limited by bankruptcy, moratorium and the exercise of equitable principles where equitable remedies are sought.

(iii) The City Resolution was duly adopted at a meeting of the City Council, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and the City Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

(iv) The execution and delivery by the City of the City Agreements, the Official Statement and the other instruments contemplated by any of such documents to which the City is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States or any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound in a manner which would materially adversely affect the City's performance under the City Agreements.

(v) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations under the City Agreements have been obtained and are in full force and effect.

(vi) To the best of the City Attorney's knowledge, after due inquiry, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the City (A) affecting the existence of the City or the titles of its City Council members or its officers to their respective offices, (B) seeking to restrain or to enjoin the issuance or sale of the Bonds, (C) in any way contesting or affecting the validity or enforceability of the City Resolution or the City Agreements, (D) in any way

contesting the powers of the City to issue or sell the Bonds or its authority with respect to the City Resolution or the City Agreements, (E) in any way contesting or affecting any of the rights, powers, duties or obligations of the City with respect to the money or property pledged or to be pledged under the Installment Purchase Agreement or (F) in any way questioning the accuracy of the statements in the Preliminary Official Statement or the Official Statement.

(vii) The Authority is a joint exercise of powers authority organized and validly existing under the laws of the State. The Board of Directors of the Authority is the governing body of the Authority.

(viii) The Authority has all necessary power and authority to adopt the Authority Resolution, to enter into and perform its duties under the Authority Agreements and, when executed and delivered by the respective parties thereto, the Authority Agreements will each constitute legal, valid and binding obligation of the Authority enforceable in accordance with its respective terms, except as such enforcement may be limited by bankruptcy, moratorium and the exercise of equitable principles where equitable remedies are sought.

(ix) The Authority Resolution was duly adopted at a regular meeting of the Authority's Board of Directors, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout and the Authority Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

(x) To the best of the City Attorney's knowledge, after due inquiry, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Authority (A) affecting the existence of the Authority or the titles of its Board members or its officers to their respective offices, (B) seeking to restrain or to enjoin the issuance or sale of the Bonds, (C) in any way contesting or affecting the validity or enforceability of the Authority Resolution or the Authority Agreements, (D) in any way contesting the powers of the Authority to issue or sell the Bonds or its authority with respect to the Authority Resolution or the Authority Agreements, (E) in any way contesting or affecting any of the rights, powers, duties or obligations of the Authority with respect to the money or property pledged or to be pledged under the Indenture or (F) in any way questioning the accuracy of the statements in the Preliminary Official Statement or the Official Statement.

(xi) The execution and delivery by the Authority of the Authority Agreements, the Official Statement and the other instruments contemplated by any of such documents to which the Authority is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States or any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Authority is a party or is otherwise subject or bound in a manner which would materially adversely affect the Authority's performance under the Authority Agreements.

(xii) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Authority of its obligations under the Authority Agreements have been obtained and are in full force and effect.

(8) A letter of Jones Hall, A Professional Law Corporation ("**Underwriter's Counsel**"), addressed to the Underwriter, in form and substance acceptable to the Underwriter.

(9) An executed certificate of the Authority and the City, dated as of the date of the Preliminary Official Statement, in the form attached as Exhibit B.

(10) An executed closing certificate of the Authority, dated as of the Closing, in the form attached as Exhibit C.

(11) An executed closing certificate of the City, dated as of the Closing, in the form attached as Exhibit D.

(12) The opinion of counsel to The Bank of New York Mellon Trust Company, N.A. ("**BNY**"), as Trustee and Escrow Agent, dated as of the Closing, addressed to the Authority, the City and the Underwriter to the effect that:

(i) BNY is a national banking association duly organized and validly existing under the laws of the jurisdiction of its organization, and has the corporate power to execute and deliver, and to perform its obligations under, the Indenture and the Escrow Agreement.

(ii) The Indenture and the Escrow Agreement have been duly authorized, executed and delivered by BNY, and, assuming due authorization, execution and delivery by the other parties thereto, the Indenture and the Escrow Agreement constitute the valid and legally binding agreements of BNY enforceable in accordance with their terms, subject to laws relating in bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought.

(13) A certificate of BNY, as Trustee and Escrow Agent, dated as of the Closing, in the form attached as Exhibit E.

(14) A tax certificate duly signed on behalf of the Authority and the City in form and substance acceptable to Bond Counsel and the Underwriter.

(15) Evidence of required filings with the California Debt and Investment Advisory Commission.

(16) A copy of the executed Blanket Issuer Letter of Representations by and between the Authority and DTC relating to the book-entry system.

(17) Evidence that the Bonds have received the ratings described in the Official Statement.

(18) A defeasance opinion of Bond Counsel, in form and substance acceptable to the Underwriter, relating to (i) the 2007 Certificates and discharge of the 2007 Installment Purchase Agreement and (ii) the 2012 Bonds and discharge of the 2012 Installment Purchase Agreement.

(19) A copy of the Continuing Disclosure Due Diligence Report.

(20) A certificate of CSG Advisors, Inc., the City's municipal advisor, in substantially the form attached hereto as Exhibit F.

(21) A letter addressed to the City, the Authority, the Underwriter, and Bond Counsel, dated the date of the Closing, from _____ (the "**Verification Agent**"), verifying the accuracy of the mathematical computations concerning the adequacy of the moneys to be deposited with the Escrow Agent to pay, on March 1, 2022, the redemption price of the outstanding 2012 Bonds maturing after March 1, 2022.

(22) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Authority and the City with legal requirements, the truth and accuracy, as of the date of the Closing, of the representations of the Authority and the City herein contained and of the Official Statement and the due performance or satisfaction by the Authority and the City at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority and the City.

All of the opinions, letters, certificates, instruments and other documents mentioned in this Purchase Agreement will be deemed to be in compliance with the provisions of this Purchase Agreement if, but only if, they are in form and substance satisfactory to the Underwriter. If the Authority and the City are unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Agreement or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds will be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement will terminate and neither the Underwriter, the Authority nor the City will be under further obligations hereunder, except that the respective obligations of the Authority, the City and the Underwriter set forth in Section 12 of this Purchase Agreement will continue in full force and effect.

Section 9. Conditions to Authority's and City's Obligations. The performance by the Authority and the City of their respective obligations under this Purchase Agreement are conditioned upon: (i) the performance by the Underwriter of its obligations hereunder and (ii) receipt by the Authority and the City of opinions addressed to the Authority and the City, and receipt by the Underwriter of opinions addressed to the Underwriter, and the delivery of certificates being delivered on the date of the Closing by persons and entities other than the Authority and the City.

Section 10. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Authority in establishing the issue price of the 2019A Bonds and shall execute and deliver to the Authority at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit G, with such modifications as may be appropriate or

necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2019A Bonds.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Authority will treat the first price at which 10% of each maturity of the 2019A Bonds (the "**10% test**") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of 2019A Bonds. If at that time the 10% test has not been satisfied as to any maturity of the 2019A Bonds, the Underwriter agrees to promptly report to the Authority the prices at which it sells the unsold 2019A Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until either (i) the Underwriter has sold all 2019A Bonds of that maturity or (ii) the 10% test has been satisfied as to the 2019A Bonds of that maturity, provided that the Underwriter's reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Authority or Bond Counsel. For purposes of this Section, if 2019A Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the 2019A Bonds.

(c) The Underwriter confirms that it has offered the 2019A Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the 2019A Bonds for which the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2019A Bonds, the Underwriter will neither offer nor sell unsold 2019A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the 2019A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the 2019A Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the 2019A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold 2019A Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all 2019A Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the 2019A Bonds of that maturity, provided that the reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of 2019A Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2019A Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the 2019A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2019A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold 2019A Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all 2019A Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the 2019A Bonds of that maturity, provided that the reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the 2019A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the 2019A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2019A Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the 2019A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the 2019A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2019A Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the 2019A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2019A Bonds.

(f) The Underwriter acknowledges that sales of any 2019A Bonds to any person that is a related party to an underwriter participating in the initial sale of the 2019A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2019A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2019A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2019A Bonds to the public),

(iii) a purchaser of any of the 2019A Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

Section 11. Termination Events. The Underwriter will have the right to terminate the Underwriter's obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds by notifying the Authority and the City of its election to do so if, after the execution hereof and prior to the Closing, any of the following events occurs:

(a) the marketability of the Bonds or the market price thereof, in the opinion of the Underwriter, has been materially and adversely affected by any decision issued by a court of the United States (including the United States Tax Court) or of the State, by any ruling or regulation (final, temporary or proposed) issued by or on behalf of the Department of the Treasury of the United States, the Internal Revenue Service, or other governmental agency of the United States, or any governmental agency of the State, or by a tentative decision or announcement by any member of the House Ways and Means Committee, the Senate Finance Committee, or the Conference Committee with respect to contemplated legislation or by legislation enacted by, pending in, or favorably reported to either the House of Representatives or either House of the Legislature of the State, or formally proposed to the Congress of the United States by the President of the United States or to the Legislature of the State by the Governor of the State in an executive communication, affecting the tax status of the Authority or the City, its property or income,

its bonds (including the Bonds) or the interest thereon or any tax exemption granted or authorized by the Internal Revenue Code of 1986, as amended;

(b) the United States becomes engaged in hostilities that result in a declaration of war or a national emergency, or any other outbreak of hostilities occurs, or a local, national or international calamity or crisis occurs, financial or otherwise, the effect of such outbreak, calamity or crisis being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(c) there occurs a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, New York State or California State authorities;

(d) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission is issued or made to the effect that the issuance, offering or sale of the Bonds is or would be in violation of any provision of the Securities Act of 1933, as then in effect, or of the Securities Exchange Act of 1934, as then in effect, or of the Trust Indenture Act of 1939, as then in effect;

(e) legislation is enacted by the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a court of the United States of America is rendered, or a ruling or regulation by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter is made or proposed to the effect that the Bonds are not exempt from registration, qualification or other similar requirements of the Securities Act of 1933, as then in effect, or of the Trust Indenture Act of 1939, as then in effect;

(f) in the reasonable judgment of the Underwriter, the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, might be materially and adversely affected because additional material restrictions not in force as of the date hereof is imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(g) the Comptroller of the Currency, The New York Stock Exchange, or other national securities exchange, or any governmental authority, imposes, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, or financial responsibility requirements of the Underwriter;

(h) a general banking moratorium is established by federal, New York or State authorities;

(i) any legislation, ordinance, rule or regulation is introduced in or be enacted by any governmental body, department or agency in the State or a decision of a court of competent jurisdiction within the State is rendered, which, in the opinion of the Underwriter, after consultation with the Authority and the City, materially adversely affects the market price of the Bonds;

(j) any federal or California court, authority or regulatory body takes action materially and adversely affecting the payment or receipt of the Series 2019 Installment Payments under the Installment Purchase Agreement;

(k) any withdrawal, downgrading or placement on credit watch negative of any underlying rating of any securities of the City by a national municipal bond rating agency that, in the opinion of the Underwriter, adversely affects the market price of the Bonds; or

(l) an event occurs which in the reasonable opinion of the Underwriter makes untrue or misleading in any material respect any statement or information contained in the Official Statement (other than any information relating to the Underwriter).

Section 12. Payment of Expenses. (a) The Underwriter will be under no obligation to pay, and the City will pay the following expenses incident to the performance of the Authority's and the City's obligations hereunder:

(i) the fees and disbursements of the City's municipal advisor and of Bond Counsel and Disclosure Counsel;

(ii) the cost of printing and delivering the Bonds, the Preliminary Official Statement and the Official Statement (and any amendment or supplement prepared pursuant to Sections 5 and 6 of this Purchase Agreement);

(iii) the fees and disbursements of accountants, advisers and of any other experts or consultants retained by the Authority or the City; and

(iv) any other expenses and costs of the Authority and the City incident to the performance of their respective obligations in connection with the authorization, issuance and sale of the Bonds, including out-of-pocket expenses and regulatory expenses, and any other expenses agreed to by the parties.

(b) The City and the Authority will be under no obligation to pay, and the Underwriter will pay, any fees of the California Debt and Investment Advisory Commission, the cost of obtaining CUSIP numbers, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those specifically enumerated in paragraph (a) of this section), including the fees and disbursements of Underwriter's Counsel, meals, transportation and lodging (but not entertainment expenses), and any advertising expenses in connection with the public offering of the Bonds.

Section 13. Notices. Any notice or other communication to be given to the Authority or the City under this Purchase Agreement may be given by delivering the same in writing to the Authority and the City at the addresses set forth on the first page of this Purchase Agreement, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company, Incorporated, One Montgomery Street, 35th Floor, San Francisco, California 94104, Attention: Sara Oberlies Brown.

Section 14. Survival of Representations, Warranties, Agreements. All of the Authority's and the City's representations, warranties and agreements contained in this Purchase Agreement will remain operative and in full force and effect regardless of: (a) any investigations

made by or on behalf of the Underwriter; or (b) delivery of and payment for the Bonds pursuant to this Purchase Agreement. The agreements contained in this Section and in Section 12 will survive any termination of this Purchase Agreement.

Section 15. Benefit; No Assignment. This Purchase Agreement is made solely for the benefit of the Authority, the City and the Underwriter (including its successors and assigns), and no other person will acquire or have any right hereunder or by virtue hereof. The rights and obligations created by this Purchase Agreement are not subject to assignment by the Underwriter, the Authority or the City without the prior written consent of the other parties hereto.

Section 16. Severability. In the event that any provision of this Purchase Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Purchase Agreement.

Section 17. Counterparts. This Purchase Agreement may be executed in any number of counterparts, all of which taken together will constitute one agreement, and any of the parties hereto may execute the Purchase Agreement by signing any such counterpart.

Section 18. Governing Law. This Purchase Agreement will be governed by the laws of the State.

Section 19. Effectiveness. This Purchase Agreement will become effective upon the execution of the acceptance hereof by an authorized officer of the Authority and the City, and will be valid and enforceable as of the time of such acceptance.

Very truly yours,

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as Underwriter

By: _____
Authorized Officer

Accepted:

ESCONDIDO JOINT POWERS
FINANCING AUTHORITY

By:_____
Authorized Representative

Time of Execution: _____Pacific Time

CITY OF ESCONDIDO

By: _____
Authorized Representative

Time of Execution: _____Pacific Time

EXHIBIT A

MATURITY SCHEDULES

WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019A

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule

T: Term Bond.
C: Priced to optional redemption date of September 1, 20__, at par
* At the time of execution of this Purchase Agreement and assuming orders are confirmed immediately after the execution of this Purchase Agreement.

WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019B

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price

T: Term Bond.
C: Priced to optional redemption date of September 1, 20__, at par
* At the time of execution of this Purchase Agreement and assuming orders are confirmed immediately after the execution of this Purchase Agreement.

REDEMPTION*

Optional Redemption. The 2019A Bonds with stated maturities on or after September 1, 20__, are subject to redemption prior to their respective stated maturities, as a whole or in part as directed by the Authority in a Request provided to the Trustee at least 35 days (or such lesser number of days acceptable to the Trustee in the sole discretion of the Trustee, such notice for the convenience of the Trustee) and by lot within each maturity in integral multiples of $5,000, on _____ 1, 20__ or any date thereafter at a Redemption Price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium.

The 2019B Bonds with stated maturities on or after September 1, 20__, are subject to redemption prior to their respective stated maturities, as a whole or in part as directed by the Authority in a Request provided to the Trustee at least 35 days (or such lesser number of days acceptable to the Trustee in the sole discretion of the Trustee, such notice for the convenience of the Trustee) and by lot within each maturity in integral multiples of $5,000, on _____ 1, 20__ or any date thereafter at a Redemption Price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The 2019A Bonds with stated maturities on September 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on September 1, 20__ and each September 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (September 1)	***Principal Amount***
	$
*	

* Maturity.

The 2019B Bonds with stated maturities on September 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on September 1, 20__ and each September 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (September 1)	***Principal Amount***
	$
*	

* Maturity.

* Capitalized terms have the meaning given them in the Indenture.

EXHIBIT B

ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019A
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019B (TAXABLE)

15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of the City of Escondido (the "City") and the Escondido Joint Powers Financing Authority (the "Authority"), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the City and the Authority as follows:

(1) This Certificate is delivered in connection with the offering and sale of the bonds captioned above (the "Bonds") in order to enable the underwriter of the Bonds to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule").

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, setting forth information concerning the Bonds, the Authority and the City (the "Preliminary Official Statement").

(3) As used herein, "Permitted Omissions" means the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of Rule 15c2-12, and the information therein is accurate and complete except for the Permitted Omissions.

Dated: _____, 2019.

CITY OF ESCONDIDO

By:_____
Authorized Officer

ESCONDIDO JOINT POWERS
FINANCING AUTHORITY

By:_____
Authorized Officer

EXHIBIT C

ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019A
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019B (TAXABLE)

CLOSING CERTIFICATE OF THE AUTHORITY

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of the Escondido Joint Powers Financing Authority (the "Authority"), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the Authority as follows:

(i) The representations, warranties and covenants of the Authority contained in the Bond Purchase Agreement dated _____, 2019, among the Authority, the City of Escondido and Stifel, Nicolaus & Company, Incorporated, as underwriter (the "Purchase Agreement"), are true and correct and in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(ii) The Authority Resolution is in full force and effect at the date of the Closing and has not been amended, modified or supplemented.

(iii) The Authority has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied on or prior to the date of the Closing.

(iv) Subsequent to the date of the Official Statement and on or prior to the date of such certificate, there has been no material adverse change in the condition (financial or otherwise) of the Authority, whether or not arising in the ordinary course of the operations of the Authority, as described in the Official Statement.

(v) The Preliminary Official Statement and the Official Statement, under the heading "THE AUTHORITY," do not contain any untrue or misleading statement of a material fact and do not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

Capitalized terms used but not defined herein have the meanings given in the Bond Purchase Agreement.

Dated: _____, 2019

ESCONDIDO JOINT POWERS
FINANCING AUTHORITY

By:_____
Authorized Officer

EXHIBIT D

ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019A
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019B (TAXABLE)

CLOSING CERTIFICATE OF THE CITY

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of the City of Escondido (the "City"), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of the City as follows:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Agreement dated _____, 2019, among the City, the Escondido Joint Powers Financing Authority and Stifel, Nicolaus & Company, Incorporated, as underwriter (the "Purchase Agreement"), are true and correct and in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(ii) The City Resolution is in full force and effect at the date of the Closing and has not been amended, modified or supplemented.

(iii) The City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied on or prior to the date of the Closing.

(iv) Subsequent to the date of the Official Statement and on or prior to the date of such certificate, there has been no material adverse change in the condition (financial or otherwise) of the City, whether or not arising in the ordinary course of operations, as described in the Official Statement.

(v) The Preliminary Official Statement as of its date and the date of the Purchase Agreement and the Official Statement as of its date and the date of the Closing (other than any information it contains concerning the Authority, The Depository Trust Company and the book-entry system for the Bonds or provided by the Underwriter) do not contain any untrue or misleading statement of a material fact and do not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

Capitalized terms used but not defined herein have the meanings given in the Purchase Agreement.

Dated: _____, 2019

CITY OF ESCONDIDO

By:_____
Authorized Officer

EXHIBIT E

ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019A
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019B (TAXABLE)

CLOSING CERTIFICATE OF
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

The undersigned hereby certifies and represents that he or she is the duly appointed and acting representative of The Bank of New York Mellon Trust Company, N.A. ("BNY"), and is duly authorized to execute and deliver this Certificate and further hereby certifies and reconfirms on behalf of BNY as follows:

(i) BNY has all necessary power to enter into the following documents (collectively, the "BNY Documents"): (A) the Indenture of Trust, dated as of November 1, 2019, by and between the Escondido Joint Powers Financing Authority (the "Authority"), and BNY, as trustee (the "Indenture") and (B) the Escrow Agreement (2012 Bonds), dated as of November 1, 2019, by and among the City, the Authority, and BNY, as escrow agent, relating to the 2012 Bonds;

(ii) The BNY Documents have been duly authorized, executed and delivered by BNY, and the BNY Documents constitute the legal, valid and binding obligations of BNY enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(iii) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over BNY that has not been obtained is or will be required for the execution and delivery of BNY or the performance by BNY of its duties and obligations under the BNY Documents;

(iv) The execution and delivery by BNY of the BNY Documents and compliance with the terms thereof will not conflict in any material respect with, or result in a violation or breach of, or constitute a default under, any material agreement or material instrument to which BNY is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over BNY or any of its activities or properties (except that no representation, warranty or agreement need be made by such counsel with respect to any federal or State securities or blue sky laws or regulations); and

(v) To the knowledge of BNY, after due inquiry, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending, or threatened against BNY which in the reasonable judgment of BNY would affect the existence of BNY or in any way contesting or affecting the validity or enforceability of the BNY Documents or contesting the powers of BNY or its authority to enter into and perform its obligations thereunder.

Capitalized terms used but not defined herein have the meanings given in the Bond Purchase Agreement dated _____, 2019, among the City, the Authority and Stifel, Nicolaus & Company, Incorporated, as underwriter.

Dated: _____, 2019

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee and Escrow Agent

By:_____
Authorized Officer

EXHIBIT F

ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019A
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019B (TAXABLE)

CERTIFICATE OF MUNICIPAL ADVISOR

The undersigned hereby states and certifies:

(i) that the undersigned is an authorized officer of CSG Advisors, Inc. (the "Municipal Advisor"), which has acted as municipal advisor to the Escondido Joint Powers Financing Authority (the "Authority") in connection with the issuance of the above-referenced bonds (the "Bonds"), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;

(ii) that the Municipal Advisor has reviewed the Preliminary Official Statement dated _____, 2019 (the "Preliminary Official Statement") and the final Official Statement dated _____, 2019 (the "Official Statement") relating to the Bonds; and

(iii) that nothing has come to the attention of the Municipal Advisor which would lead it to believe that the Preliminary Official Statement as of the date of the pricing of the Bonds or its date or the Official Statement as of its date or the date hereof contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

Dated: _____, 2019

CSG ADVISORS, INC.,
as Municipal Advisor

By: _____
Authorized Officer

EXHIBIT G

$_____
ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019A

ISSUE PRICE CERTIFICATE

The undersigned, Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Bond Purchase Agreement.*** On _____, 2019 (the "Sale Date"), Stifel and the Issuer executed a Bond Purchase Agreement (the "Purchase Agreement") in connection with the sale of the Bonds. Stifel has not modified the Purchase Agreement since its execution on the Sale Date.

2. ***Price.***

   (a) As of the date of this Certificate, for each [Maturity][of the General Rule Maturities] of the Bonds, the first price at which at least 10% of [each] such Maturity of the Bonds was sold to the Public (the **"**10% Test**"**) was the respective price for such Maturity listed in **Schedule A** attached hereto.

   (b) [Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in **Schedule A** (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as **Schedule B**.

   (c) As set forth in the Bond Purchase Agreement, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

   (d) [** With respect to each of the General Rule Maturities of the Bonds:

      (1) As of the date of this Certificate, Stifel has not sold at least 10% of the Bonds of these Maturities at any single price.

      (2) As of the date of this Certificate, Stifel reasonably expects that the first sale to the Public of Bonds of these Maturities will be at or below the respective price or prices listed on the attached **Schedule A** as the "Reasonably Expected Sale Prices for Undersold Maturities."

(3) Stifel will provide actual sales information (substantially similar to the information contained on **Schedule B**) as to the price at which the first 10% of each such Maturity (i.e., the Undersold Maturity or Maturities) is sold to the Public.

(4) On the date the 10% Test is satisfied with respect to all Maturities of the Bonds, Stifel will execute a supplemental certificate substantially in the form attached hereto as **Schedule C** with respect to any remaining Maturities for which the 10% Test has not been satisfied as of the Closing.**]

3. ***Defined Terms*.**

(a) *"General Rule Maturities"* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *"Hold-the-Offering-Price Maturities"* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *"Holding Period"* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2019), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *"Issuer"* means the Escondido Joint Powers Financing Authority.

(e) *"Maturity"* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) *"Public"* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *"Underwriter"* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

4. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated _____, 2019 and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal

income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By:_____
[Title]

By:_____
[Title]

Dated: _____, 2019

SCHEDULE A
TO
ISSUE PRICE CERTIFICATE

[Schedules to be updated at pricing in the event there are Hold-the-Offering-Price-Maturities]

Actual Sales Information as of Date of the Closing

Maturity/CUSIP	Coupon	Date Sold	Time Sold	Par Amount	Sale Price

[Reasonably Expected Sales Prices for Undersold Maturities as of Date of the Closing**

Maturity/CUSIP	Coupon	Par Amount	Offering Prices

****]**

[**SCHEDULE B
TO
ISSUE PRICE CERTIFICATE

Actual Sales for Undersold Maturities as of the Date of the Closing

Maturity/CUSIP	Date Sold	Time Sold	Par Amount	Sale Price

**]

[**SCHEDULE C
TO
ISSUE PRICE CERTIFICATE

SUPPLEMENTAL ISSUE PRICE CERTIFICATE OF UNDERWRITER

$_____
ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019A

The undersigned, Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Issue Price.***

(a) Stifel sold at least 10% of the _____ Maturities of the Bonds to the Public at the price or prices shown on the Issue Price Certificate dated as of the date of the Closing (the "10% Test"). With respect to each of the _____ Maturities of the Bonds, Stifel had not satisfied the 10% Test as of the date of the Closing (the "Undersold Maturities").

(b) As of the date of this Supplemental Certificate, Stifel has satisfied the 10% Test with respect to the Undersold Maturities. The first price or prices at which at least 10% of each such Undersold Maturity was sold to the Public are the respective prices listed on **Exhibit A** attached hereto.

2. ***Defined Terms.***

(a) *"Issuer"* means the Escondido Joint Powers Financing Authority.

(b) *"Maturity"* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *"Public"* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *"Underwriter"* means (1) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (2) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

3. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will

be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated _____, 2019 and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By:_____
[Title]

By:_____
[Title]

Dated: _____, 2019

EXHIBIT A
TO
SUPPLEMENTAL ISSUE PRICE CERTIFICATE**]

ATTACHMENT 5

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER __, 2019

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described in this Official Statement, interest (and original issue discount) on the 2019A Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the opinion of Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the 2019B Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See the caption "TAX EXEMPTION."

NEW ISSUE – BOOK-ENTRY ONLY **Rating: See the caption "RATING"**

**$_____*
ESCONDIDO JOINT POWERS
FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING
BONDS, SERIES 2019A**

**$_____*
ESCONDIDO JOINT POWERS
FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING
BONDS, SERIES 2019B (TAXABLE)**

Dated: Date of Delivery **Due: September 1, as shown on inside front cover page**

The Bonds are being issued in fully registered form and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York. Individual purchases will be made in denominations of $5,000 and integral multiples thereof and will be in book-entry form only. Purchasers of the Bonds will not receive certificates representing their beneficial ownership in the Bonds but will receive credit balances on the books of their respective nominees. Interest on the Bonds is payable on March 1 and September 1 of each year, commencing March 1, 2020. Payment of the principal of and interest on the Bonds is to be made to Cede & Co., which is to disburse said payments to the Beneficial Owners of the Bonds through their nominees.

The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity, all as more fully described herein.

The 2019A Bonds are being issued to provide funds: (i) to refund the City of Escondido Revenue Certificates of Participation, Series 2007 in full; and (ii) to pay costs incurred in connection with the issuance of the 2019A Bonds.

The 2019B Bonds are being issued to provide funds: (i) to refund the Escondido Joint Powers Financing Authority Revenue Bonds (Water System Financing), Series 2012 in full; and (ii) to pay costs incurred in connection with the issuance of the 2019B Bonds.

The Bonds are being issued pursuant to the Indenture of Trust, dated as of November 1, 2019, by and between the Escondido Joint Powers Financing Authority and The Bank of New York Mellon Trust Company, N.A., as trustee. THE BONDS ARE A SPECIAL LIMITED OBLIGATION OF THE AUTHORITY PAYABLE SOLELY FROM AUTHORITY REVENUES, WHICH CONSIST OF SERIES 2019 INSTALLMENT PAYMENTS TO BE MADE BY THE CITY TO THE AUTHORITY PURSUANT TO THE INSTALLMENT PURCHASE AGREEMENT, DATED AS OF NOVEMBER 1, 2019, BY AND BETWEEN THE CITY AND THE AUTHORITY, AND FROM CERTAIN OTHER FUNDS AND ACCOUNTS HELD BY THE TRUSTEE PURSUANT TO THE INDENTURE. NEITHER THE FULL FAITH AND CREDIT NOR ANY OTHER REVENUES OR FUNDS OF THE AUTHORITY ARE PLEDGED TO OR AVAILABLE FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS. THE OBLIGATION OF THE AUTHORITY TO MAKE PAYMENTS OF PRINCIPAL AND INTEREST ON THE BONDS DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE AUTHORITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE AUTHORITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

The obligation of the City to make the Series 2019 Installment Payments is a special limited obligation of the City payable solely from Net Revenues of the City's Water System. The City may incur additional obligations payable from Net Revenues on a parity with the obligation to pay Series 2019 Installment Payments, subject to the terms and conditions of the Installment Purchase Agreement, as more fully described herein.

THE OBLIGATION OF THE CITY TO MAKE SERIES 2019 INSTALLMENT PAYMENTS PURSUANT TO THE INSTALLMENT PURCHASE AGREEMENT DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE CITY TO MAKE THE SERIES 2019 INSTALLMENT PAYMENTS IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM NET REVENUES OF THE CITY'S WATER SYSTEM AND DOES NOT CONSTITUTE A DEBT OF THE CITY OR OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

* *Preliminary; subject to change.*

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

MATURITY SCHEDULE
(See inside front cover page)

The Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of the valid, legal and binding nature of the Bonds by Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, and certain other conditions. Certain matters will be passed upon for the City and the Authority by the City Attorney, and by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel, for the Underwriter by its counsel, Jones Hall, A Professional Law Corporation, San Francisco, California, and for the Trustee by its counsel. It is anticipated that the Bonds will be available for delivery through the facilities of The Depository Trust Company on or about November 26, 2019.

STIFEL

Dated: November __, 2019

MATURITY SCHEDULE

BASE CUSIP† _____

$_____†
ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019A

$_____ Serial 2019A Bonds

Maturity (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*CUSIP†*
20__	$	%	%		

$_____ ____% Term 2019A Bonds Due September 1, 20__, Yield: ____%, Price: ____, CUSIP† __

$_____*
ESCONDIDO JOINT POWERS FINANCING AUTHORITY
WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019B (TAXABLE)

$_____ Serial 2019B Bonds

Maturity (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Price*	*CUSIP†*
20__	$	%	%		

$_____ ____% Term 2019B Bonds Due September 1, 20__, Yield: ____%, Price: ____, CUSIP† __

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† *CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright© 2019 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Authority, the City or the Underwriter takes any responsibility for the accuracy of such numbers.*

† Preliminary; subject to change.

ESCONDIDO JOINT POWERS FINANCING AUTHORITY

BOARD OF COMMISSIONERS

Paul "Mac" McNamara, *Chair*
Consuelo Martinez, *Vice Chair*
John Masson, *Commissioner*
Olga Diaz, *Commissioner*
Michael Morasco, *Commissioner*

CITY OF ESCONDIDO

CITY COUNCIL

Paul "Mac" McNamara, *Mayor*
Consuelo Martinez, *Deputy Mayor*
John Masson, *Council Member*
Olga Diaz, *Council Member*
Michael Morasco, *Council Member*

STAFF

Jeffrey Epp, *City Manager*
Joan Ryan, *Finance Director*
Christopher W. McKinney, *Utilities Director*
Michael McGuinness, Esq., *City Attorney*

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel

Stradling Yocca Carlson & Rauth,
a Professional Corporation
Newport Beach, California

Municipal Advisor

CSG Advisors Incorporated
San Francisco, California

Trustee

The Bank of New York Mellon Trust Company,
N.A.
Los Angeles, California

Verification Agent

Causey Demgen & Moore P.C.
Denver, Colorado

No dealer, broker, salesperson or other person has been authorized by the City or the Authority to give any information or to make any representations in connection with the offer or sale of the Bonds other than those contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the City or the Authority. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

> The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement and the information that is contained herein are subject to completion or amendment without notice, and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the Authority or any other parties that are described herein since the date hereof. These securities may not be sold, nor may an offer to buy them be accepted, prior to the time that the Official Statement is delivered in final form. This Official Statement is being submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the City. All summaries of documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions.

Certain statements which are included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used, such as "plan," "expect," "estimate," "project," "budget," "intend" or similar words. Such forward-looking statements include, but are not limited to, certain statements contained under the captions "THE CITY," "THE WATER SYSTEM" AND "FINANCIAL INFORMATION."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT. IN EVALUATING SUCH STATEMENTS, POTENTIAL INVESTORS SHOULD SPECIFICALLY CONSIDER THE VARIOUS FACTORS WHICH COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE INDICATED BY SUCH FORWARD-LOOKING STATEMENTS.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, DEALER BANKS, BANKS ACTING AS AGENT AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF, AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT, AND HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

The City maintains a website; however, information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Bonds.

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SUMMARY STATEMENT

This Summary Statement is subject in all respects to the more complete information contained in this Official Statement, and the offering of the Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms that are used and not otherwise defined in this Summary Statement have the meanings ascribed to them in this Official Statement.

Purpose. The 2019A Bonds are being issued to provide funds: (i) to refund the City of Escondido Revenue Certificates of Participation, Series 2007 in full, as described under the caption "REFUNDING PLAN—2007 Certificates;" and (ii) to pay costs incurred in connection with the issuance of the 2019A Bonds.

The 2019B Bonds are being issued to provide funds: (i) to refund the Escondido Joint Powers Financing Authority Revenue Bonds (Water System Financing), Series 2012 in full, as described under the caption "REFUNDING PLAN—2012 Bonds;" and (ii) to pay costs incurred in connection with the issuance of the 2019B Bonds.

See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

Security for the Bonds. The Bonds are a special limited obligation of the Authority payable solely from Authority Revenues, which consist of Series 2019 Installment Payments to be made by the City to the Authority pursuant to the Installment Purchase Agreement and amounts on deposit in certain funds and accounts established by the Indenture. Neither the full faith and credit nor any other revenues or funds of the Authority are pledged to or available for the payment of debt service on the Bonds. THE OBLIGATION OF THE AUTHORITY TO MAKE PAYMENTS OF PRINCIPAL AND INTEREST ON THE BONDS DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE AUTHORITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE AUTHORITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

The obligation of the City to make Series 2019 Installment Payments is a special limited obligation of the City payable solely from Net Revenues of the City's Water System, which consist of Revenues of the City's Water System remaining after payment of Operation and Maintenance Costs. See the caption "SECURITY FOR THE BONDS."

The obligation of the City to make the Series 2019 Installment Payments under the Installment Purchase Agreement is absolute and unconditional, and until such time as all payments that are required thereunder have been paid in full (or provision for the payment thereof has been made as provided for in the Installment Purchase Agreement), the City will not discontinue or suspend any Series 2019 Installment Payments required to be made by it under the Installment Purchase Agreement when due, whether or not the Water System or any part thereof is operating or operable, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and whether or not the 2007 Project or the 2012 Project has been completed, and such payments will not be subject to reduction whether by offset or otherwise and will not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

THE OBLIGATION OF THE CITY TO MAKE SERIES 2019 INSTALLMENT PAYMENTS PURSUANT TO THE INSTALLMENT PURCHASE AGREEMENT DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE CITY TO MAKE THE SERIES 2019 INSTALLMENT PAYMENTS IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM NET REVENUES AND DOES NOT CONSTITUTE A DEBT OF THE CITY OR OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

No Reserve Fund. No reserve fund or account has been established under the Indenture or the Installment Purchase Agreement in connection with the issuance of the Bonds.

Rate Covenant. The City will, to the fullest extent permitted by law, fix and prescribe, at the commencement of each Fiscal Year, rates and charges for the Water Service which are reasonably expected, at the commencement of each Fiscal Year, to be at least sufficient to yield during each Fiscal Year Net Revenues equal to 120% of the Debt Service in such Fiscal Year. The City may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Revenues from such reduced rates and charges will at all times be sufficient to meet the foregoing requirements. See the caption "SECURITY FOR THE BONDS—Rate Covenant."

Parity Obligations. The City currently has three obligations payable from Net Revenues of the Water System on a parity with the Bonds. Such obligations were outstanding in the aggregate principal amount of $17,540,553 as of June 30, 2019. See the caption "THE CITY—Outstanding Parity Obligations."

Additional Indebtedness. The Installment Purchase Agreement does not permit the City to make any additional pledge of, or to place any additional lien on, the Revenues, or any portion thereof, which is senior to the pledge and lien securing the payment of the Series 2019 Installment Payments. The Installment Purchase Agreement does permit the City to incur Parity Bonds and Contracts payable on a parity with the Series 2019 Installment Payments provided that certain conditions are satisfied as described herein. Nothing in the Installment Purchase Agreement precludes the City from entering into obligations which are Operation and Maintenance Costs and, therefore, payable from Revenues prior to the Series 2019 Installment Payments, or from issuing any bonds or executing any contracts the payments under which are payable from Net Revenues on a subordinate basis to the Series 2019 Installment Payments, Parity Bonds and Contracts of the City. See the caption "SECURITY FOR THE BONDS—Additional Parity Bonds and Contracts."

Redemption. The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity. See the caption "THE BONDS—Redemption."

The City and the Water System. The City was incorporated in 1888 under the general laws of the State of California. The City has a land area of approximately 37 square miles and an estimated population of 152,739 people as of January 1, 2019.

The City provides water service to approximately 24,085 residential, 2,765 commercial, industrial and other customers and 191 agricultural customers as of June 30, 2019. The City's Water System includes approximately 436 miles of water mains, 5 water pump stations, 50 pressure reducing and regulating stations and 11 reservoirs which provide total operational storage of approximately 30.57 million gallons. Two City lakes, Dixon Lake and Lake Wohlford, are open to the public for recreational purposes and are used to store untreated water before its treatment at the City of Escondido-Vista Water Treatment Plant.

The City has local sources of water and also purchases imported water through the San Diego County Water Authority, a member of The Metropolitan Water District of Southern California.

See the captions "THE CITY," "THE WATER SYSTEM" and "FINANCIAL INFORMATION" for further information about the City and the Water System.

**$_____*
ESCONDIDO JOINT POWERS
FINANCING AUTHORITY
WATER SYSTEM REVENUE
REFUNDING BONDS, SERIES 2019A**

**$_____*
ESCONDIDO JOINT POWERS
FINANCING AUTHORITY
WATER SYSTEM REVENUE
REFUNDING BONDS, SERIES 2019B (TAXABLE)**

INTRODUCTION

This Official Statement, including the front cover page, the inside front cover page and the appendices, provides certain information concerning the sale and delivery of the Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019A (the "**2019A Bonds**") and the Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019B (Taxable) (the "**2019B Bonds**" and, together with the 2019A Bonds, the "**Bonds**"). Descriptions and summaries of various documents that are set forth in this Official Statement do not purport to be comprehensive or definitive, and reference is made to each document for complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each such document. Capitalized terms that are used and not otherwise defined in this Official Statement have the meanings ascribed thereto in Appendix B.

The Bonds are being issued pursuant to an Indenture of Trust, dated as of November 1, 2019 (the "**Indenture**"), by and between the Escondido Joint Powers Financing Authority (the "**Authority**") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**Trustee**"). The Bonds are limited obligations of the Authority payable solely from Authority Revenues, which consist of payments (the "**Series 2019 Installment Payments**") to be made by the City of Escondido (the "**City**") to the Authority pursuant to an Installment Purchase Agreement (the "**Installment Purchase Agreement**"), dated as of November 1, 2019, by and between the City and the Authority, and amounts on deposit in certain funds and accounts established by the Indenture.

The obligation of the City to make Series 2019 Installment Payments is a special limited obligation of the City payable solely from Net Revenues of the City's Water System, which consist of Revenues of the City's Water System remaining after payment of Operation and Maintenance Costs. See the caption "SECURITY FOR THE BONDS."

The 2019A Bonds are being issued to provide funds: (i) to refund the City of Escondido Revenue Certificates of Participation, Series 2007 (the "**2007 Certificates**") in full, as described under the caption "REFUNDING PLAN;" and (ii) to pay costs incurred in connection with the issuance of the 2019A Bonds.

The 2019B Bonds are being issued to provide funds: (i) to refund the Escondido Joint Powers Financing Authority Revenue Bonds (Water System Financing), Series 2012 (the "**2012 Bonds**") in full, as described under the caption "REFUNDING PLAN—2012 Bonds;" and (ii) to pay costs incurred in connection with the issuance of the 2019B Bonds.

See the caption "ESTIMATED SOURCES AND USES OF FUNDS."

The City has undertaken to provide annual reports to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("**EMMA**") pursuant to a continuing disclosure certificate. See the caption "CONTINUING DISCLOSURE" and Appendix E.

** Preliminary; subject to change.*

REFUNDING PLAN

2007 Certificates

The City caused the 2007 Certificates, which are currently outstanding in the aggregate principal amount of $23,945,000, to be executed and delivered pursuant to a Trust Agreement, dated as of September 1, 2007 (the "**2007 Trust Agreement**"), by and among the Authority, the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**2007 Trustee**"). The 2007 Certificates are payable from installment payments made under the Installment Purchase Agreement, dated as of September 1, 2007 (the "**2007 IPA**"), by and between the City and the Authority. The City and the Authority plan to apply a portion of the proceeds of the 2019A Bonds, together with moneys held in certain funds and accounts established in connection with the 2007 Certificates, to refund the 2007 Certificates in full on or about the date of issuance of the 2019A Bonds (for the purposes of this caption, the "**Prepayment Date**").

The 2007 Certificates will be refunded at a prepayment price equal to the outstanding principal amount thereof, plus accrued interest with respect thereto, without premium (the "**Prepayment Price**"). In order to refund the 2007 Certificates, the City and the Authority will cause to be delivered a portion of the proceeds of the 2019A Bonds to the 2007 Trustee on or about the date of issuance of the 2019A Bonds. The 2007 Trustee will apply such moneys, together with certain moneys held by the 2007 Trustee in funds and accounts established in connection with the 2007 Certificates, to pay the Prepayment Price on the Prepayment Date.

As a result of the application of such moneys, the 2007 Certificates will be defeased and prepaid pursuant to the provisions of the 2007 Trust Agreement and the 2007 IPA as of the Prepayment Date.

The portion of the proceeds of the 2019A Bonds and the moneys held by the 2007 Trustee in connection with the 2007 Certificates are pledged solely to the payment of the Prepayment Price, and will not be available for the payments of principal of and interest on the Bonds.

2012 Bonds

The Authority issued the 2012 Bonds, which are currently outstanding in the aggregate principal amount of $27,630,000, pursuant to an Indenture of Trust, dated as of February 1, 2012 (the "**2012 Indenture**"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "**2012 Trustee**"). The 2012 Bonds are payable from installment payments made under the Installment Purchase Agreement, dated as of February 1, 2012 (the "**2012 IPA**"), by and between the City and the Authority. The Authority plans to apply a portion of the proceeds of the 2019B Bonds to refund the 2012 Bonds in full.

Under an Escrow Agreement (2012 Bonds), dated as of November 1, 2019 (the "**2012 Escrow Agreement**"), by and among the City, the Authority and the 2012 Trustee, the Authority will deliver a portion of the proceeds of the 2019B Bonds to the 2012 Trustee for deposit in the escrow fund established under the 2012 Escrow Agreement (the "**2012 Escrow Fund**"). In addition, the Authority will cause the 2012 Trustee to deposit into the 2012 Escrow Fund certain moneys held by the 2012 Trustee in funds and accounts established in connection with the 2012 Bonds. The 2012 Trustee will invest a portion of the amounts deposited in the 2012 Escrow Fund as set forth in the 2012 Escrow Agreement. From the moneys on deposit in the 2012 Escrow Fund and the investment earnings thereon, the 2012 Trustee will make the regularly scheduled payments of principal of and interest on the 2012 Bonds on and prior to March 1, 2022 and pay on March 1, 2022 the principal of the 2012 Bonds maturing after such date, plus interest accrued to such date, without premium.

Sufficiency of the deposits in the 2012 Escrow Fund for such purposes will be verified by Causey Demgen & Moore P.C., Denver, Colorado (the "**Verification Agent**"). Assuming the accuracy of such computations, as a result of the deposit and application of funds as provided in the 2012 Escrow Agreement, the 2012 Bonds will be defeased pursuant to the provisions of the 2012 IPA and the 2012 Indenture under which the 2012 Bonds were delivered, as of the date of issuance of the 2019B Bonds.

Upon the issuance of the 2019B Bonds, the Verification Agent will deliver a report on the mathematical accuracy of certain computations based upon certain information and assertions provided to it by the Underwriter relating to the adequacy of the moneys deposited in the 2012 Escrow Fund to pay, on March 1, 2022, the redemption price of the 2012 Bonds maturing after March 1, 2022.

The amounts held by the 2012 Trustee in the 2012 Escrow Fund are pledged solely to the payment of the 2012 Bonds. Neither the funds deposited in the 2012 Escrow Fund nor any interest thereon will be available for the payments of principal of and interest on the Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of funds in connection with the issuance of the Bonds:

Sources[1]	**2019A Bonds**	**2019B Bonds**	**Total**
Principal Amount of Bonds	$	$	$
Plus/Less Net Original Issue Premium/Discount			
Other Moneys[2]			
Total Sources	**$**	**$**	**$**
Uses[1]			
Transfer to 2007 Trustee for Refunding of 2007 Certificates	$	$	$
Transfer to 2012 Trustee for Refunding of 2012 Bonds			
Costs of Issuance[3]			
Total Uses	**$**	**$**	**$**

(1) Amounts rounded to the nearest dollar. Totals may not add due to rounding.
(2) Reflects moneys held in funds and accounts related to the 2007 Certificates or the 2012 Bonds, as applicable.
(3) Includes certain legal, municipal advisory, financing, rating agency, Verification Agent and Trustee fees, Underwriter's discount and printing costs.

THE BONDS

General Provisions

The Bonds will be issued in the aggregate principal amount of $_____.* The Bonds will bear interest from and be dated the date of initial issuance, and will be payable upon maturity on the dates set forth on the inside front cover page hereof. Interest on the Bonds will be payable on March 1 and September 1 of each year, commencing March 1, 2020. Interest will be calculated at the rates set forth on the inside front cover page hereof on the basis of a year of 360 days comprised of twelve 30 day months.

The Bonds will be delivered only in fully registered form and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("**DTC**"). DTC will act as securities depository for the Bonds. Ownership interests in the Bonds may be purchased in book-entry form only in denominations of $5,000 or any integral multiple thereof. See the caption "—Book-Entry Only System" and Appendix D.

In the event that the book-entry only system that is described below is discontinued, the principal of and interest on any Bond will be payable by check or draft of the Trustee upon presentation and surrender thereof at maturity or upon prior redemption at the Office of the Trustee in Los Angeles, California. Such principal and interest will be payable in lawful money of the United States of America.

* *Preliminary; subject to change.*

Book-Entry Only System

One fully-registered Bond will be issued for each maturity of the Bonds in the principal amount of the Bonds of such maturity. Each such Bond will be registered in the name of Cede & Co. and will be deposited with DTC. As long as the ownership of the Bonds is registered in the name of Cede & Co., the term "**Owner**" as used in this Official Statement will refer to Cede & Co. and not to the actual purchasers of the Bonds (the "**Beneficial Owners**").

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, the Bonds will be printed and delivered and will be governed by the provisions of the Indenture with respect to payment of principal and interest and rights of exchange and transfer.

The Authority cannot and does not give any assurances that DTC participants or others will distribute payments with respect to the Bonds received by DTC or its nominee as the registered Owner, or any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or that DTC will service and act in the manner described in this Official Statement. See Appendix D for additional information concerning DTC.

Transfers and Exchanges Upon Termination of Book-Entry Only System

In the event that the book-entry system that is described above is discontinued, the Bonds will be printed and delivered as provided in the Indenture. Thereafter, any Bond may, in accordance with its terms, be transferred on the Registration Books by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond at the Office of the Trustee for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. The Trustee is not required to register the transfer of any Bond during the period in which the Trustee is selecting Bonds for redemption and any Bond that has been selected for redemption.

Whenever any Bond is surrendered for transfer, the Authority will execute and the Trustee will authenticate and deliver a new Bond or Bonds of authorized denomination or denominations for a like series and aggregate principal amount of the same maturity and series. The Trustee will require the Bond Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. Following any transfer of Bonds, the Trustee will cancel and destroy the Bonds that it has received.

Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of other authorized denominations of the same series and maturity. The Trustee is not required to exchange any Bond during the period in which the Trustee is selecting Bonds for redemption or any Bond that has been selected for redemption. The Trustee will require the Bond Owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. Following any exchange of Bonds, the Trustee will cancel and destroy the Bonds that it has received.

Redemption

2019A Bonds.

Optional Redemption. The 2019A Bonds with stated maturities on or after September 1, 20__, are subject to redemption prior to their respective stated maturities, as a whole or in part as directed by the Authority in a Request provided to the Trustee at least 35 days (or such lesser number of days acceptable to the Trustee in the sole discretion of the Trustee, such notice for the convenience of the Trustee) and by lot within each maturity in integral multiples of $5,000, on ____ 1, 20__ or any date thereafter at a Redemption Price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The 2019A Bonds with stated maturities on September 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on September 1, 20__ and each September 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (September 1)	***Principal Amount***
	$
*	

* Maturity.

If some but not all of the 2019A Bonds maturing on September 1, 20__ are redeemed as described under the subcaption "—Optional Redemption," the principal amount of the applicable 2019A Bonds to be redeemed pursuant to the Indenture on any subsequent September 1 will be reduced, by $5,000 or an integral multiple thereof, as designated by the Authority in a Certificate of the Authority filed with the Trustee; provided, however, that the aggregate amount of such reductions may not exceed the aggregate amount of the applicable 2019A Bonds redeemed.

2019B Bonds.

Optional Redemption. The 2019B Bonds with stated maturities on or after September 1, 20__, are subject to redemption prior to their respective stated maturities, as a whole or in part as directed by the Authority in a Request provided to the Trustee at least 35 days (or such lesser number of days acceptable to the Trustee in the sole discretion of the Trustee, such notice for the convenience of the Trustee) and by lot within each maturity in integral multiples of $5,000, on ____ 1, 20__ or any date thereafter at a Redemption Price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium.

Mandatory Sinking Fund Redemption. The 2019B Bonds with stated maturities on September 1, 20__ are subject to mandatory sinking fund redemption in part (by lot) on September 1, 20__ and each September 1 thereafter, in integral multiples of $5,000 at a Redemption Price of the principal amount thereof plus accrued interest to the date fixed for redemption, without premium, in accordance with the following schedule:

Redemption Date (September 1)	***Principal Amount***
	$
*	

* Maturity.

If some but not all of the 2019B Bonds maturing on September 1, 20__ are redeemed as described under the subcaption "—Optional Redemption," the principal amount of the applicable 2019B Bonds to be redeemed pursuant to the Indenture on any subsequent September 1 will be reduced, by $5,000 or an integral multiple thereof, as designated by the Authority in a Certificate of the Authority filed with the Trustee; provided, however,

that the aggregate amount of such reductions may not exceed the aggregate amount of the applicable 2019B Bonds redeemed.

Partial Redemption of Bonds. Upon surrender of any Bond redeemed in part only, the Authority will execute and the Trustee will authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bonds surrendered and of the same series, interest rate and maturity.

Selection of Bonds for Redemption

Whenever provision is made in the Indenture for the redemption of less than all of the Bonds, the Trustee will select the Bonds for redemption as a whole or in part on any date as directed by the Authority and by lot within each maturity in integral multiples of $5,000 in accordance with the Indenture. The Trustee will promptly notify the Authority in writing of the numbers of the Bonds or portions thereof so selected for redemption.

Notice of Redemption

Notice of redemption will be mailed by first class mail not less than 20 days nor more than 60 days before any Redemption Date, to the respective Owners of any Bonds that are designated for redemption at their addresses appearing on the Registration Books, to the Securities Depositories and the Information Services. Each notice of redemption will state the date of notice, the redemption date, the place or places of redemption and the Redemption Price, and will designate the maturities, CUSIP numbers, if any, and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice will also state that on the redemption date there will become due and payable on each of said Bonds or parts thereof that are designated for redemption the Redemption Price thereof or of said specified portion of the principal thereof in the case of a Bond to be redeemed in part only, together with, interest accrued thereon to the redemption date, and that (provided that moneys for redemption have been deposited with the Trustee) from and after such redemption date interest thereon will cease to accrue, and will require that such Bonds be then surrendered to the Trustee. Neither the failure to receive such notice nor any defect in the notice or the mailing thereof will affect the validity of the redemption of any Bond. Notice of redemption of Bonds will be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

With respect to any notice of optional redemption of Bonds, such notice may state that such redemption will be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest on such Bonds to be redeemed and that, if such moneys have not been so received, said notice will be of no force and effect and the Trustee will not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption will not be made, and the Trustee will within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Effect of Redemption

Notice of redemption having been duly given as described above under the caption "—Notice of Redemption," and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption will become due and payable, interest on the Bonds so called for redemption will cease to accrue, said Bonds (or portions thereof) will cease to be entitled to any benefit or security under the Indenture, and the Owners of said Bonds will have no rights in respect thereof except to receive payment of the redemption price thereof. The Trustee will, upon surrender for payment of any of the Bonds to be redeemed on their Redemption Dates, pay such Bonds at the Redemption Price. All Bonds redeemed pursuant to the provisions of the Indenture will be canceled upon surrender thereof.

DEBT SERVICE SCHEDULE

Set forth below is a schedule of debt service on the Bonds and outstanding Parity Bonds and Contracts (excluding the 2007 Certificates and the 2012 Bonds, which are expected to be refunded from proceeds of the Bonds as described under the caption "REFUNDING PLAN"), which equals the Series 2019 Installment Payments for each annual period ending on June 30 in the years indicated.

		Series 2019 Installment Payments Attributable to 2019A Bonds			*Series 2019 Installment Payments Attributable to 2019B Bonds*			
Period Ending June 30	***Parity Bonds and Contracts***[1]	***Principal***	***Interest***	***Total***	***Principal***	***Interest***	***Total***	***Total Debt Service***
2020	$ 440,804	$	$	$	$	$	$	$
2021	1,133,353							
2022	1,132,208							
2023	1,131,029							
2024	1,129,815							
2025	1,063,105							
2026	996,358							
2027	995,031							
2028	993,665							
2029	992,257							
2030	990,807							
2031	989,314							
2032	897,019							
2033	805,502							
2034	803,871							
2035	802,190							
2036	800,459							
2037	798,676							
2038	796,840							
2039	794,948							
2040	793,000							
2041	790,993							
2042	788,926							
2043	786,797							
2044	784,604							
2045	782,345							
2046	780,019							
2047	777,623							
2048	775,155							
2049	772,613							
TOTAL	$ 26,319,326	$	$	$	$	$	$	$

[1] Includes debt service on obligations described under the caption "THE CITY—Outstanding Parity Obligations."
Source: Underwriter.

SECURITY FOR THE BONDS

General

Each Bond is a special limited obligation of the Authority payable solely from Authority Revenues, which consist of Series 2019 Installment Payments to be made by the City under the Installment Purchase Agreement and certain other funds and accounts established pursuant to the Indenture. NEITHER THE FULL FAITH AND CREDIT NOR ANY OTHER REVENUES OR FUNDS OF THE AUTHORITY ARE PLEDGED TO OR AVAILABLE FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS. THE OBLIGATION OF THE AUTHORITY TO MAKE PAYMENTS OF PRINCIPAL AND INTEREST ON THE BONDS DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE AUTHORITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE AUTHORITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

The Authority has assigned substantially all of its right, title and interest in the Installment Purchase Agreement to the Trustee pursuant to the Indenture, for the benefit of the Owners of the Bonds, including its right to receive Series 2019 Installment Payments and its rights as may be necessary to enforce payment of the Series 2019 Installment Payments when due.

Series 2019 Installment Payments Payable From Net Revenues

All of the Authority Revenues and any other amounts (including proceeds of the sale of the Bonds) held in any fund or account established pursuant to the Indenture (except the Rebate Fund) have been irrevocably pledged to secure the payment of the principal of and interest, and the premium, if any, on the Bonds in accordance with their terms and the provisions of the Indenture. Such pledge constitutes a lien on and security interest in such amounts and will attach, be perfected and be valid and binding from and after the Closing Date, without any physical delivery thereof or further act and will be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the Authority, irrespective of whether such parties have notice hereof.

The obligation of the City to make the Series 2019 Installment Payments is payable solely from Net Revenues of the City's Water System, which consist of Revenues of City's Water System remaining after the payment of Operation and Maintenance Costs of the City's Water System. All Revenues (as such term is defined below) of the City's Water System and all amounts on deposit in the Revenue Fund have been irrevocably pledged to the payment of the Series 2019 Installment Payments as provided in the Installment Purchase Agreement. The Revenues will not be used for any other purpose while any of the Series 2019 Installment Payments remain unpaid; provided that out of the Revenues there may be apportioned such sums for such purposes as are expressly permitted in the Installment Purchase Agreement, including but not limited to the payment of Operation and Maintenance Costs of the Water System. Such pledge, together with the pledge created by all other Bonds and Contracts (as such terms are defined in Appendix B under the caption "INSTALLMENT PURCHASE AGREEMENT—Definitions" and referred to in the forepart of this Official Statement as "**Parity Bonds and Contracts**" or "**Parity Bonds or Contracts**," as applicable), constitutes a first lien on Revenues and, subject to application of Revenues and all amounts on deposit in the Revenue Fund as permitted in the Installment Purchase Agreement, the Revenue Fund and other funds and accounts created thereunder for the payment of the Series 2019 Installment Payments and all other Parity Bonds and Contracts in accordance with the terms thereof and of the Indenture.

The term "**Revenues**" means all income, rents, rates, fees, charges and other moneys derived from the ownership of or operation of the Water System, including, without limiting the generality of the foregoing: (1) all in lieu charges and groundwater augmentation charges (including investment earnings thereon) collected by or on behalf of the City; (2) all income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the City from the sale, furnishing and supplying of the water, drainage or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of

the business of the Water System; and (3) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, proceeds or other moneys, including City reserves, but excluding in all cases: (w) revenues of the City's recycled water system; (x) customers' deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the City; (y) proceeds of taxes or benefit assessments restricted by law to be used by the City to pay amounts due on bonds or other obligations hereafter incurred; and (z) any and all revenues derived from the ownership or operation of or in connection with, and pledged to, Separate Facilities (as such term is defined in Appendix B under the caption "INSTALLMENT PURCHASE AGREEMENT—Definitions").

The term "**Operation and Maintenance Costs**" means: (1) costs spent or incurred for maintenance and operation of the Water System calculated in accordance with generally accepted accounting principles applicable to governmental agencies, including, but not limited to, the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Water System in good repair and working order, and including administrative costs of the City that are charged directly or apportioned to the Water System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the City or charges (other than debt service payments) required to be paid by it to comply with the terms of the Bonds or of this Installment Purchase Agreement or any Contract or of any resolution or indenture authorizing the issuance of any Parity Bonds or of such Parity Bonds; and (2) all payments under any contract for the purchase of water; but excluding in all cases operation and maintenance costs of the City's recycled water system, depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature.

Notwithstanding anything contained in the Installment Purchase Agreement, the City is not required to advance any moneys derived from any source of income other than the Revenues and the Revenue Fund for the payment of amounts due under the Installment Purchase Agreement or for the performance of any agreements or covenants that are required to be performed by it contained therein. The City may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the City for such purpose.

THE OBLIGATION OF THE CITY TO MAKE SERIES 2019 INSTALLMENT PAYMENTS PURSUANT TO THE INSTALLMENT PURCHASE AGREEMENT DOES NOT CONSTITUTE AN OBLIGATION FOR WHICH THE CITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE CITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE OBLIGATION OF THE CITY TO MAKE THE SERIES 2019 INSTALLMENT PAYMENTS IS A SPECIAL LIMITED OBLIGATION OF THE CITY PAYABLE SOLELY FROM NET REVENUES OF THE CITY'S WATER SYSTEM AND DOES NOT CONSTITUTE A DEBT OF THE CITY OR OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

Rate Covenant

The City will, to the fullest extent permitted by law, fix and prescribe, at the commencement of each Fiscal Year ending June 30 (each, a "**Fiscal Year**"), rates and charges for the Water Service which are reasonably expected, at the commencement of each Fiscal Year, to be at least sufficient to yield during each Fiscal Year Net Revenues equal to 120% of the Debt Service in such Fiscal Year. The City may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Revenues from such reduced rates and charges will at all times be sufficient to meet the foregoing requirements. To the extent that the covenant with respect to rates and charges in connection with any Parity Bonds or Contracts differs from the foregoing covenant, the City will also comply with the covenant with respect to rates and charges in connection with such Parity Bonds or Contracts.

So long as the City has complied with its obligations set forth in the prior paragraph, the failure of Net Revenues to meet the thresholds set forth in the prior paragraph will not constitute a default or an Event of Default under the Installment Purchase Agreement or the Indenture.

No Reserve Fund

No reserve fund or account has been established under the Indenture or the Installment Purchase Agreement in connection with the issuance of the Bonds.

Additional Parity Bonds and Contracts

The City may at any time execute any Contract or issue any Parity Bonds, as the case may be, in accordance herewith; provided:

(a) The Net Revenues for the most recent audited Fiscal Year preceding the date of adoption by the City Council of the City of the resolution authorizing the issuance of such Parity Bonds or the date of the execution of such Contract, as the case may be, as evidenced by both a calculation prepared by the City and a special report prepared by an Independent Certified Public Accountant or an Independent Financial Consultant on such calculation on file with the City, produce a sum equal to at least 120% of the Debt Service for such Fiscal Year; and

(b) The Net Revenues for the most recent audited Fiscal Year preceding the date of the execution of such Contract or the date of adoption by the City Council of the City of the resolution authorizing the issuance of such Parity Bonds, as the case may be, including adjustments to give effect as of the first day of such Fiscal Year to increases or decreases in rates and charges for the Water Service approved and in effect as of the date of calculation, as evidenced by both a calculation prepared by the City and a special report prepared by an Independent Certified Public Accountant or an Independent Financial Consultant on such calculation on file with the City, produce a sum equal to at least 120% of the Debt Service for such Fiscal Year plus the Debt Service which would have accrued had such Contract been executed or Parity Bonds been issued at the beginning of such Fiscal Year.

Notwithstanding the foregoing, Bonds issued or Contracts executed to refund outstanding Bonds or prepay outstanding Contracts may be delivered without satisfying the conditions set forth above if aggregate Debt Service after such Bonds are issued or Contracts executed is not greater than the aggregate Debt Service which would have been payable prior to the issuance of such Bonds or execution of such Contracts.

THE CITY

General

The City was incorporated in 1888 under the general laws of the State of California (the "**State**"). The City has a land area of approximately 37 square miles and an estimated population of 152,739 people as of January 1, 2019. Land use in the City is primarily residential, with areas of commercial and industrial development and areas devoted to agriculture. See the caption "—Land Use and Service Area." The City provides a wide range of services, such as public works (including water and wastewater services), police and fire, library, economic development, parks and recreation and land and building development.

The City is located in the County of San Diego (the "**County**"), in a long valley surrounded by coastal mountains approximately eighteen miles inland and thirty miles north of downtown San Diego. The City is situated at the confluence of Interstate 15 and State Route 78. With its location near the confluence of these freeways, the City has access to major employment centers and tourist destinations in southern California. The City has diversified from its origins as an agricultural center for the surrounding citrus and avocado farms. Today, more than 175 industrial firms are located in the City.

The City provides water service to approximately 24,085 residential, 2,765 commercial, industrial and other customers and 191 agricultural customers as of June 30, 2019. The City's Water System includes approximately 436 miles of water mains, 5 water pump stations, 50 pressure reducing and regulating stations and 11 reservoirs which provide total operational storage of approximately 30.57 million gallons. Two City lakes, Dixon Lake and Lake Wohlford, are open to the public for recreational purposes and are used to store untreated water before its treatment at the City of Escondido-Vista Water Treatment Plant (the "**Water Treatment Plant**"), which has a design capacity of 75 million gallons per day ("**MGD**"), of which 60 MGD is owned by the City. In addition, the City and Vista Irrigation District ("**VID**") jointly maintain the Escondido Canal, a concrete-lined canal built in the 1890s which diverts water from the San Luis Rey River in the hillsides north of the City to Lake Wohlford.

The City has local sources of water and also purchases imported water through the San Diego County Water Authority ("**SDCWA**"), a member of The Metropolitan Water District of Southern California ("**MWD**").

Land Use and Service Area

The Water System provides water to approximately 80% of the geographic area of the City and to certain unincorporated areas adjoining the City. The service area is largely built out and encompasses single family and multi-family residences as well as areas of commercial, industrial and agricultural land uses. In Fiscal Year 2019, single family residential customers consumed approximately 43% of the water served by the City, multi-family residential customers consumed approximately 21% of the water served by the City, agricultural customers consumed approximately 13% of the water served by the City, commercial, industrial and school customers consumed approximately 12% of the water served by the City and irrigation and all other customers, including the San Diego Safari Park, consumed approximately 10% of the water served by the City. Rincon Municipal Water District ("**Rincon MWD**"), an independent water district, services the remaining 20% of the geographic area of the City that is not served by the Water System.

Governance and Management

General. The City is governed by a Mayor, who is elected at large, and a four-member City Council, the members of which are elected by district for staggered four year terms. The current Mayor and City Council members and the expiration dates of their terms are set forth below.

CITY OF ESCONDIDO
Mayor and City Council Members

Name and Title	*Expiration of Term*
Paul "Mac" McNamara, Mayor	December 2022
Consuelo Martinez, Deputy Mayor and Council Member, District 1	December 2022
John Masson, Council Member, District 2	December 2022
Olga Diaz, Council Member, District 3	December 2020
Michael Morasco, Council Member, District 4	December 2020

The City Manager, who is appointed by the City Council, serves as the City's chief executive officer and is responsible for overseeing the daily operations of City departments. The City Manager serves as an advisor to the City Council on policy matters impacting the community and the City's organization, supports the informational and policymaking needs of the City Council, implements City Council decisions and prepares, manages and implements the annual budgets for the City as well as the City's Capital Improvement Program.

Jeffrey R. Epp has served as the City Manager since 2017. Mr. Epp has been with the City since 1985 and previously served as the City Attorney. Prior to coming to the City, Mr. Epp served as a prosecutor for the City Attorney's Office of Cheyenne, Wyoming. Mr. Epp obtained a Bachelor's degree in Political Science and a Juris Doctorate degree from the University of Wyoming, where he was also the Senior Editor of the Land and

Water Law Review of the University of Wyoming School of Law. Mr. Epp is a member of the International Municipal Lawyers Association and both the North County and San Diego Bar Associations. He has served as the President of the San Diego/Imperial County City Attorneys Association, the League of California Cities Committee on Transportation, Communications and Public Works, on the League's Legal Advocacy Committee and has been a member of the Executive Committee of the Public Law Section of the California State Bar.

Other key personnel responsible for management of the Water System include the Director of Finance and the Director of Utilities.

Joan Ryan is the Director of Finance of the City. Ms. Ryan has been with the City since 2001. She has served in several management positions in the City's Finance Department, including Revenue Manager and Assistant Director of Finance. Prior to coming to the City, Ms. Ryan was an Accountant at Palomar Community College for 13 years. Ms. Ryan obtained a Bachelor's degree in Economics from Illinois Wesleyan University and a Master of Science in Accounting from San Diego State University. Ms. Ryan is a member of the Government Finance Officers Association and the California Society of Municipal Finance Officers.

Christopher W. McKinney is the Director of Utilities of the City. Mr. McKinney has been with the City since 2011. Mr. McKinney previously served as Deputy Director of Wastewater Treatment and Disposal in the Public Utilities Department of the City of San Diego beginning in 2009 and as the Asset Management Coordinator of the Metropolitan Wastewater Department of the City of San Diego from 2007 to 2009. Mr. McKinney started his career with the City of San Diego as an electrical engineer in 2002. Mr. McKinney obtained Bachelor's and Master of Engineering degrees in Electrical Engineering and Computer Science from the Massachusetts Institute of Technology and a Candidate in Philosophy degree in Electrical and Computer Engineering from the University of California San Diego. Mr. McKinney is a Registered Professional Electrical Engineer in California.

Management Policies. The City has adopted several policies designed to ensure the prudent and effective management of City operations, including an investment policy, a budgetary and financial policy, a fund balance policy and a debt management policy. Further information about each such policy is set forth below.

Investment Policy. The City invests its funds in accordance with the City's investment policy (the "**Investment Policy**"), which was most recently amended in May 2019. The Investment Policy sets forth the policies and procedures that are applicable to the investment of City funds and designates eligible investments. The Investment Policy also sets forth stated objectives, including the assurance of the safety of invested funds by limiting credit and market risks, the maintenance of sufficient liquidity, compliance with law and the attainment of the best yield or returns on investments. Funds are invested in the following order of priority:

- Safety of Principal;
- Liquidity; and
- Yield.

The City Council has delegated the authority to invest funds of the City to the City Treasurer, who must invest City funds in accordance with the prudent person standard under California Civil Code § 2261 *et seq*.

The Investment Policy provides a number of permitted investment categories, including: (i) the State of California Local Agency Investment Fund; (ii) the San Diego County Investment Pool for local agencies; (iii) United States Treasury securities and other federal government securities; (iv) FDIC-insured or negotiable certificates of deposit (limited to 30% of the portfolio); (v) banker's acceptances (limited to 30% of the portfolio); (vi) commercial paper meeting certain rating requirements (limited to 270-day maturities and 25% of the portfolio); (vii) money market mutual funds (limited to 20% of the portfolio); and (viii) municipal securities meeting certain rating requirements.

As of June 30, 2019, the City had total moneys invested in the amount of $166,885,584 in permitted investments under the Investment Policy. Of such amounts, approximately 15% were allocated to the Water System.

The City Treasurer is required to provide a quarterly report to the City Manager and the City Council detailing the City's investments, dates of maturity, amounts invested, current market value, rate of interest and other such information as may be required by the City Council. For additional information relating to the Investment Policy, see Note [3] to the City's audited financial statements set forth in Appendix A.

Budgetary and Financial Policy. The City's budgetary and financial policy, which is updated annually as part of the City's budget, includes the following elements: (i) each annual budget must be structurally balanced for each Fiscal Year, although revenues may be applied to one-time items such as capital costs; (ii) each annual budget must include a minimum General Fund financial projection of three years; (iii) mid-Fiscal Year budget changes should be minimized; (iv) one-time revenues should not be applied to ongoing costs; (v) capital project funding should also reflect ongoing operating costs associated with new capital projects; (vi) staff will provide the City Council with a fiscal analysis of each matter before the City Council which could impact City finances; (vii) the City will periodically assess the condition of the City's capital assets; and (viii) the City will review its financial and budgetary policies at least once every three years.

In addition, the City's budgetary and financial policy establishes a target reserve amount of 25% of General Fund operating revenues, which is available to fund one-time unanticipated costs or to cover operating deficits. As of June 30, 2019, the reserve balance is $17,392,319, which constitutes approximately 17% of General Fund operating revenues.

On February 14, 2018, the City Council authorized the establishment of an irrevocable pension benefit funding trust (the "**Section 115 Trust**") to assist in ensuring the long-term sustainability of pension benefits. The Section 115 Trust was initially funded with a deposit of $1,984,000 from the previously established Pension Rate Smoothing Reserve. As of June 30, 2019, the balance in the Section 115 Trust was $7,013,035. See the caption "FINANCIAL INFORMATION—Employee Benefits—Pension Obligations."

Fund Balance Policy. Under the City's fund balance policy, which was adopted in 2015: (i) a City Council decision to withdraw money from the City's reserve funds (discussed above under the subcaption "—Budgetary and Financial Policy") must include a method for replenishing the reserve funds and the time period to do so; (ii) committed fund balances in special revenue funds may be used only for the purposes set forth in the fund balance policy; (iii) the Finance Director is authorized to assign moneys held in the City's assigned funds.

Debt Management Policy. The City's debt management policy addresses the matters that are required by California Government Code § 8855(i), including: (i) the purposes for which debt proceeds may be used; (ii) the types of debt that may be issued; (iii) the relationship of the debt to, and integration with, the City's capital improvement program or budget; (iv) policy goals related to the City's planning goals and objectives; and (v) the internal control procedures which ensure that the proceeds of each debt issuance are directed to their intended use. The debt management policy also includes policies and procedures governing the City's continuing disclosure compliance. See the caption "CONTINUING DISCLOSURE."

Employees

As of June 30, 2019, the City had approximately 954.9 full-time equivalent employees, of whom approximately 68 worked solely on behalf of the Water System. Certain employees of the Public Works Department are represented by the Escondido City Employees Association (the "**ECEA**") and the Maintenance and Operations Bargaining Unit, Teamsters Local 911 (the "**M&O Unit**"). Relations between the City and the ECEA are governed by a memorandum of understanding which expires on June 30, 2020 and relations between the City and the M&O Unit are governed by a memorandum of understanding which expires on June 30, 2021.

Certain management, supervisory and professional employees are unrepresented. The City has never experienced a strike, slowdown or work stoppage.

Budget Process

The City prepares and adopts a budget for each Fiscal Year which includes proposed expenditures and the means of financing such expenditures. The City's budget cycle begins in or about December of each year, when Budget Division staff meet with City departments to discuss guidelines, assumptions and priorities for the next Fiscal Year. Beginning in January of each year, departments develop and submit their budget requests for the next Fiscal Year and meet with Finance Department staff to discuss such requests. In or about March of each year, once the Budget Division agrees that department requests are consistent with budget direction and policy, such requests are summarized and presented to the City Manager. In or about May of each year, the City Manager submits a preliminary proposed budget to the City Council for the Fiscal Year commencing the following July 1. Prior to June 30 of each year, public hearings are conducted to obtain public comments and the budget is legally enacted through the passage of a resolution.

The City Manager is authorized to transfer budgeted amounts between line items within a department or activity provided that the total appropriation does not exceed the budgeted amount. Any other budget amendments require authorization by the City Council. The City Manager and affected department heads are mutually responsible for controlling expenditures within budgeted appropriations.

The City Council adopted the Fiscal Year 2020 budget on June 12, 2019.

City Insurance

The City maintains liability insurance coverage through the California State Association of Counties-Excess Insurance Authority ("**CSAC-EIA**"), a joint exercise of powers authority. The City is insured for amounts up to $50,000,000.

The City is self-insured for workers' compensation liabilities up to $500,000, but has purchased outside insurance coverage for individual claims in excess of $500,000 up to a maximum of $5,000,000 per claim through CSAC-EIA, with additional reinsurance of $300,000,000 per occurrence.

The City purchases risk, replacement cost value property insurance coverage through CSAC-EIA. The City is one of 109 members insured by a pooled policy with a shared limit of $600,000,000. The City has a deductible of $10,000 per loss. All facilities and equipment at the Water Treatment Plant described under the caption "THE WATER SYSTEM—Water Treatment Plant" are insured under the City's property insurance coverage, as are all City-owned pump stations and reservoirs. The Escondido Canal, which carries potable water from Lake Henshaw to the Water Treatment Plant, is also insured for $11,000,000; however, Water System pipelines are not otherwise covered by property insurance. See the caption "THE WATER SYSTEM—Water Supply—Local Water Supply." The City does not carry earthquake coverage.

See the captions "THE WATER SYSTEM—Seismic Considerations—Lake Wohlford Dam" and "CERTAIN RISKS TO BONDHOLDERS—Natural Disasters."

The City has not settled any claims that exceeded its insurance coverages in the past three years.

The City can provide no assurance that it will maintain the above insurance coverage amounts while the Bonds are outstanding. See Appendix B under the caption "INSTALLMENT PURCHASE AGREEMENT—Covenants of the City—Insurance" for a description of insurance coverages that are required to be maintained while the Bonds are Outstanding.

Outstanding Parity Obligations

2002 State Loan. In 2002, the City entered into a loan contract (the "**2002 State Loan**") with the State of California Department of Water Resources ("**DWR**") to finance certain Water System capital projects. The 2002 State Loan was outstanding in the aggregate principal amount of $611,538 as of June 30, 2019 and is payable in level semiannual installments of $65,459 at interest rates of between 1.94% and 3.16%. The final payment under the 2002 State Loan is due on July 1, 2024. The obligation of the City to make payments on the 2002 State Loan is payable from Water System Revenues on a parity with the Bonds.

Alexander Area Phase II State Loan. In 2011, the City entered into a loan contract (the "**Alexander Area Phase II State Loan**") with the State of California Department of Public Health to finance certain Water System capital projects. The Alexander Area Phase II State Loan was outstanding in the aggregate principal amount of $1,929,015 as of June 30, 2019 and is payable in level semiannual installments of $89,817 at an interest rate of 2.5017%. The final payment under the Alexander Area Phase II State Loan is due on September 1, 2031. The obligation of the City to make payments on the Alexander Area Phase II State Loan is payable from Water System Revenues on a parity with the Bonds.

I-Bank Agreement. In 2019, the City entered into an Installment Sale Agreement, dated as of June 1, 2019 (the "**I-Bank Agreement**"), with the California Infrastructure and Economic Development Bank to finance certain Water System capital projects. The I-Bank Agreement was outstanding in the aggregate principal amount of $15,000,000 as of June 30, 2019 and is payable in semiannual installments at an interest rate of 3%. The final payment under the I-Bank Agreement is due on August 1, 2048. The obligation of the City to make payments on the I-Bank Agreement is payable from Water System Revenues on a parity with the Bonds.

THE WATER SYSTEM

General

The City provides water service to approximately 24,085 residential, 2,765 commercial, industrial and other customers and 191 agricultural customers as of June 30, 2019. The City's Water System includes approximately 436 miles of water mains, 5 water pump stations to serve small, high elevation areas, 50 pressure reducing and regulating stations and 11 reservoirs which provide total operational storage of approximately 30.57 million gallons.

Two City lakes, Dixon Lake and Lake Wohlford, are open to the public for recreational purposes. Both lakes are contained by dams which are maintained by the City. The lakes are used to store untreated water before its treatment at the Water Treatment Plant, which has a design capacity of 75 MGD, of which 60 MGD is owned by the City. See the caption "—Water Treatment Plant."

In addition, the City and VID jointly maintain the Escondido Canal, a concrete-lined canal built in the 1890s that diverts water from the San Luis Rey River in the hillsides north of the City to Lake Wohlford.

The City has local sources of water and also purchases untreated imported water through SDCWA, a member of MWD. See the caption "—Water Supply."

Water Treatment Plant

The Water Treatment Plant, which is adjacent to Dixon Lake Dam, treats water from the City's water supply before it is delivered to customers. The Water Treatment Plant was constructed in 1976 and expanded in 1983. All water, local and imported, that the City delivers through the Water System is treated at the Water Treatment Plant.

The Water Treatment Plant originally had a design capacity of 90 MGD, but its capacity was downgraded to 75 MGD by the State Water Resources Control Board (the "**SWRCB**") in order to comply with certain regulatory limits for filter flow. Sixty MGD of such capacity is owned by the City and 15 MGD of such capacity is owned by VID. Typical peak demand on the Water Treatment Plant has been approximately 55 MGD, with average flow of approximately 32 MGD and average peak summer demand of approximately 50 MGD. There are no current plans to expand the capacity of the Water Treatment Plant, and demand on the Water Treatment Plant may not increase significantly in the future if recycled water sales increase. See the caption "—Effect of Recycled Water." All water, imported and local, comes to the Water Treatment Plant in an untreated condition.

The treatment process at the Water Treatment Plant includes pretreatment (chemical oxidation), coagulation, flocculation, filtration, sedimentation and disinfection to ensure destruction of pathogenic organisms. Water enters the Water Treatment Plant through a 54-inch diameter pipe. Chemicals are then added to assist in the treatment process. After chemical treatment and removal of organic components and suspended materials, the water is filtered through beds of anthracite coal and sand supported by graded rock. Bacteriological, physical and chemical tests are performed on water samples from the source during treatment and from the distribution system to assure the delivery of safe water to customers. Process variables of pH, turbidity, chlorine residual and fluoride concentration are monitored continuously. After treatment, water is distributed from the Water Treatment Plant to VID and throughout the City and various portions of the water system of Rincon MWD (pursuant to exchange agreements) through a system of pipelines and reservoirs.

The City and VID own the Water Treatment Plant pursuant to a Joint Powers Agreement that was initially executed in 1971. Under the agreement, the City owns and operates the Water Treatment Plant and has rights to 80% (60 MGD) of production capacity. VID has rights to the other 20% (15 MGD) of production capacity. The agreement provides for an 80%/20% split of capital improvement costs and divides operation and maintenance costs based on usage. In recent years, VID flows have been approximately 25% of the annual average production at the Water Treatment Plant and, accordingly, VID has paid 25% of operation and maintenance costs. VID's ownership interest and capacity rights in the Water Treatment Plant do not constitute a part of the Water System.

Effect of Recycled Water Sales

Although not a part of the Water System, the City constructed a recycled water project which can currently treat up to 9 MGD of recycled water at the City's wastewater treatment plant (known as the Hale Avenue Resource Recovery Facility, or "**HARRF**") to various City landscape irrigation customers, including golf courses, school fields, City parks and green belts. The HARRF currently has a capacity of 18 MGD for wastewater treatment and 9 MGD for recycled water. Recycled water deliveries, which began in Fiscal Year 2007, offset higher-cost imported water purchases, as described under the caption "—Water Supply—Imported Water Supply." Recycled water represents an additional reliable source of local water supply.

Revenues from recycled water sales do not constitute Water System Revenues pledged to pay the Bonds. To the extent that current Water System customers purchase recycled water rather than potable water, Water System Operation and Maintenance Costs (in particular the costs of purchasing imported water) and Water System Revenues would be reduced. Although recycled water sales are expected to increase in the future, the City projects that Water System Revenues will also increase as a result of increases in connections and increases in Water System rates and charges. See the captions "—Projected Water System Connections and Production," "—Water System Rates and Charges" and "FINANCIAL INFORMATION—Projected Water System Operating Results and Debt Service Coverage." Improvements to the HARRF since its inception include upgrades that enable the City to produce tertiary treated water for unrestricted irrigation use, approximately 22 miles of new distribution system pipelines and the construction of a two million gallon reservoir.

Water Storage Capacity

The table below sets forth current water storage capacity for the Water System.

TABLE 1
CITY OF ESCONDIDO WATER SYSTEM
Water Storage Capacity

Lake Storage	*Volume (in millions of gallons)*
Wohlford	2,200[(1)]
Dixon	815
Total	3,015
Reservoir Storage	
Clearwell	5.40
Reed	5.00
Lindley[(2)]	2.00
A-11	8.00
A-3	1.44
Dixon Park	1.03
Parkhill No. 2	3.00
Royal Crest	0.25
Vista Verde	2.00
East Grove	1.20
Hog Back	1.25
Total	30.57

(1) Actual current capacity is approximately 2,800 acre feet (900 million gallons). The above figure represents potential capacity post-reconstruction. Lake Wohlford Dam has been declared seismically unsound and the City is not permitted to maintain maximum capacity within the lake. See the caption "—Water Supply—Local Water Supply" for a detailed discussion of the effect on the Water System of the obligation to limit the capacity of Lake Wohlford.

(2) The City intends to demolish this reservoir and replace it with two 1.50 million gallon reservoirs (for a total storage capacity of 3.00 million gallons). The project, which is expected to be completed in or about late 2022, was financed from proceeds of the I-Bank Agreement. See the caption "THE CITY—Outstanding Parity Obligations—I-Bank Agreement."

Source: City.

Water Supply

The sources of water for the Water System are classified as local and imported. Water supply to the Water System over the past fifteen years has averaged approximately 30% from untreated local water supplies and 70% from untreated imported supplies, although annual amounts vary significantly due to weather and other factors.

Local Water Supply. The City has access to water in Lake Henshaw, which has a surface area of approximately 1,140 acres and a capacity of approximately 55,000 acre feet when full. Lake Henshaw is located approximately 40 miles northeast of the City and was created in 1923 by the erection of the Lake Henshaw Dam. Water from Lake Henshaw is diverted into the Escondido Canal by way of the San Luis Rey River, an approximately 70 mile river which flows from Palomar Mountain in the eastern area of the County to the Pacific Ocean. From the Escondido Canal, water is delivered to Lake Wohlford for storage and conveyance to the Water Treatment Plant. Because of the elevation difference between Lake Wohlford and the Water Treatment Plant, power is generated due to excess pressure. Revenue is generated from the sale of such energy which, when taken in isolation, is equal to approximately $20 per acre foot of falling water. The aggregate amount of such revenue is not material to the finances of the Water System. Moreover, the continued availability of such revenues is

subject to numerous market, production cost, regulatory and other factors, and no assurance can be given that such revenues will continue to be generated in the future. The power generated from the conveyance of the City's local water supplies is purchased by San Diego Gas & Electric.

Lake Wohlford was created by the construction of Lake Wohlford Dam in 1895. Lake Wohlford Dam, which was later expanded in the 1920s, was deemed seismically unsound by the Federal Energy Regulatory Commission and DWR's Division of Safety of Dams in 2007. See the caption "THE CITY—Seismic Considerations—Lake Wohlford Dam." As a result of this determination, the City is required to retain no more than 2,800 acre feet (approximately 900 million gallons) of water in Lake Wohlford, which has a maximum capacity of 6,500 acre feet, in order to minimize flooding damage if the dam were to fail in the event of an earthquake.

The City has developed a plan to replace Lake Wohlford Dam with a new earth-core rockfill dam at an estimated cost of approximately $35 million to $50 million. Because the City plans to construct the new dam downstream from the current dam, the City does not expect the storage of water at Lake Wohlford to be affected during the construction period. However, since 2007, when the water level at Lake Wohlford was reduced because the dam was deemed seismically unsound, several dozen acres of wetland habitat have sprung up in the former lakebed. If a new dam is built and water levels at Lake Wohlford return to 2007 levels, such wetland habitat areas will be lost to inundation. Both the United States Fish and Wildlife Service ("**USFWS**") and the State of California Department of Fish and Wildlife ("**DFW**") have indicated that, if the City were to build a new dam and thereby increase the amount of water stored at Lake Wohlford to 2007 levels, the City would be required to mitigate the lost wetland habitat by purchasing wetland mitigation credits in a nearby geographic location. USFWS and DFW have not yet specified the amount of wetland mitigation credits that would be required, so the costs of acquiring such credits is unknown at this time. However, the City believes that such credits could cost several million dollars to acquire and that the City could be required to expend several hundred thousand dollars per year to maintain mitigation lands.

Although the City believes that it can fund the cost of construction of a new dam from available Water System reserves, grants and low-interest financing from DWR, the City does not believe that it currently has sufficient funds available to purchase wetland mitigation credits and maintain the purchased mitigation lands, and the City may be at risk of losing available grant funding for dam construction. The City continues to negotiate with USFWS and DFW with respect to the foregoing matters. There can be no assurance as to the substance or timing of a resolution of such matters, and the City is unable to predict when or whether Lake Wohlford Dam may be reconstructed. The City is not subject to any deadline or obligation to reconstruct Lake Wohlford Dam, nor is the City at risk of regulatory fines or orders if Lake Wohlford Dam is not reconstructed so long as the water level in Lake Wohlford does not exceed 2,800 acre feet as described above.

The risks associated with a failure of Lake Wohlford Dam are discussed under the captions "—Seismic Considerations—Lake Wohlford Dam" and "CERTAIN RISKS TO BONDHOLDERS—Natural Disasters."

The City has had the use of the local water described above since the late 1800s and expects that it will continue to enjoy the benefits of such local water. Because the City also has access to imported MWD water (as discussed under the subcaption "—Imported Water Supply"), the City does not believe that the continued restrictions on water storage at Lake Wohlford to alleviate seismic concerns will have a material adverse effect on the City's ability to serve Water System customers. For a discussion of other significant factors affecting the continued availability of local water supplies, see the caption "CERTAIN RISKS TO BONDHOLDERS—Water System Expenses—Availability of Local Water."

Imported Water Supply. The imported water source for the City is SDCWA, of which the City is a member. SDCWA is a member agency of MWD and receives water through MWD. The imported water delivered to the City from SDCWA consists of untreated State Water Project water from northern California and untreated Colorado River water. All imported water is conveyed to Dixon Lake for storage and treated at the Water Treatment Plant before delivery to Water System customers. See the caption "—Water Treatment Plant."

As an SDCWA member, the City is entitled but not obligated to purchase water from SDCWA when available at rates that are determined by SDCWA's governing board. The City currently has one representative and approximately 4% of the voting entitlement on SDCWA's governing board. SDCWA's rates are designed to recover SDCWA's water supply, storage and conveyance costs, as well as SDCWA's debt service payments and certain settlement obligations. See the line item called "Purchased Water" in the table under the caption "FINANCIAL INFORMATION—Historical Water System Operating Results and Debt Service Coverage" for historical payments made to SDCWA for imported water purchases.

The Water System has two connections to SDCWA facilities; both are on a crossover aqueduct. A pump station at one of the connections assists in deliveries when SDCWA delivery pressures are reduced. During a prolonged drought in the late 1980s and early 1990s, MWD and SDCWA stated that reductions in deliveries due to a drought would not exceed 20% at any time. There can be no assurance that reductions would not exceed this amount during future severe drought conditions. In the event of prolonged drought conditions, supply constraints could result in restrictions on available water to be purchased by the City, with resulting impacts on Net Revenues.

See the caption "LITIGATION—SDCWA-MWD Litigation" for a description of certain litigation between SDCWA and MWD.

SDCWA and MWD face various challenges in the continued supply of imported water to the City. A description of these challenges as well as a variety of other operating information with respect to SDCWA and MWD is included in certain disclosure documents prepared by SDCWA and MWD, respectively. SDCWA and MWD each have certain publicly available documents and have entered into certain continuing disclosure agreements pursuant to which they are contractually obligated for the benefit of owners of certain of their respective outstanding obligations to file annual reports, notices of enumerated events as defined under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time ("**Rule 15c2-12**"), and annual audited financial statements with the Municipal Securities Rulemaking Board. None of such information is incorporated into this Official Statement by reference thereto, and the City makes no representation as to the accuracy or completeness of such information. NEITHER SDCWA NOR MWD HAVE ENTERED INTO ANY CONTRACTUAL COMMITMENT WITH THE CITY, THE TRUSTEE OR THE OWNERS OF THE BONDS TO PROVIDE ANY INFORMATION ABOUT SDCWA OR MWD TO THE CITY OR THE OWNERS OF THE BONDS.

NEITHER SDCWA NOR MWD HAVE REVIEWED THIS OFFICIAL STATEMENT AND NEITHER SDCWA NOR MWD HAVE MADE REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED OR INCORPORATED HEREIN, INCLUDING INFORMATION WITH REGARD TO SDCWA AND MWD, RESPECTIVELY. NEITHER SDCWA NOR MWD IS CONTRACTUALLY OBLIGATED, AND NEITHER SDCWA NOR MWD HAVE UNDERTAKEN, TO UPDATE SUCH INFORMATION FOR THE BENEFIT OF THE CITY OR THE OWNERS OF THE BONDS UNDER RULE 15c2-12.

The City's recycled water system, which is described under the caption "—Effect of Recycled Water Sales," has added the capacity to produce approximately 9 MGD of new reliable local water supply (which represents approximately 2% of total water usage of 19,972 acre feet in Fiscal Year 2019) to the City's water supply. Although the recycled water system is not part of the Water System and the revenues therefrom do not constitute Water System Revenues, the delivery of recycled water offsets demand for imported water and reduces City purchases of imported water from SDCWA, which constitute Operation and Maintenance Costs. Increased sales of recycled water can also reduce Water System Revenues to the extent that customers purchase recycled water rather than potable water. Although recycled water sales are expected to increase in the future, the City projects that Water System Revenues will also increase as a result of increases in connections and increases in Water System rates and charges. See the captions "—Projected Water System Connections and Production," "—Water System Rates and Charges—User Charges" and "FINANCIAL INFORMATION—Projected Water System Operating Results and Debt Service Coverage."

Seismic Considerations

General. The City is located in a seismically active region. Significant faults are located near the City, including the Elsinore and Rose Canyon Faults. There is potential for destructive ground shaking during the occurrence of a major seismic event. In addition, land along fault lines may be subject to liquefaction during the occurrence of such an event. In the event of a severe earthquake, there may be significant damage to both property and infrastructure within the City, including the Water System. The City has an emergency response plan that would be implemented under such circumstances.

Newer Water System facilities are designed to withstand earthquakes with minimal damage, as earthquake loads are taken into consideration in the design of project structures. The impact of lesser magnitude events is expected by the City to be temporary, localized and reparable. The Water System has never sustained major damage to its facilities or experienced extended incidences of service interruptions as a result of seismic disturbances. All facilities have been designed and constructed in compliance with the City's construction standards.

The City does not maintain earthquake insurance on Water System facilities. See the captions "—City Insurance" and "CERTAIN RISKS TO BONDHOLDERS—Natural Disasters."

Lake Wohlford Dam. As discussed in detail under the caption "—Water Supply—Local Water Supply," Lake Wohlford Dam has been determined to be seismically unsound and susceptible to failure in the event of an earthquake. Flooding from Lake Wohlford in the event of the failure of the dam could cause widespread damage in the City. The City has reduced the amount of water in Lake Wohlford to levels that are expected to withstand an earthquake in order to minimize the risk of flood losses. Although the City maintains liability insurance in connection with such losses, there can be no assurance that specific losses will be covered by such insurance or, if covered, that claims will be paid in full by the applicable insurers. Furthermore, the City does not maintain property casualty insurance in connection with damage to Lake Wohlford Dam itself. See the caption "—City Insurance." No assurance can be provided that the failure of Lake Wohlford Dam will not materially affect the delivery of water through the Water System. However, Lake Wohlford is currently used only to store untreated local water from the San Luis Rey River before its delivery to the Water Treatment Plant. Such local water source currently comprises approximately 10-30% of the City's water supply. For these reasons, the City believes that the failure of the dam is unlikely to have a significant long-term effect on the City's ability to deliver water to retail customers in sufficient quantities to meet demand.

Recent Drought

State Orders. On January 17, 2014, the State Governor declared a drought state of emergency (the "**Declaration**") with immediate effect. The Declaration encouraged local urban water suppliers, including the City, to implement their local water shortage contingency plans; the City's plan is discussed under the subcaption "—Water Conservation Plan." The Declaration also required DWR and the SWRCBto craft and enforce numerous emergency regulations that were designed to reduce water usage and increase water supplies.

For instance, a May 2015 SWRCB regulation required the City to effect a 12% reduction from its 2013 potable water usage. On May 18, 2016, the SWRCB adopted a revised regulation that gave water agencies the ability to establish their own conservation standards based on a "stress test" of supply reliability. By June 22, 2016, water agencies were required to submit self-certifications to the SWRCB demonstrating that they had sufficient supplies to withstand three additional years of severe drought. Any identified percentage gap between supplies and demands became the water agency's updated mandatory conservation target.

The City's self-certification demonstrated that it had sufficient supplies to meet its projected demands, even if the State were to have endured three more years of drought. Consequently, the City's mandatory conservation target was eliminated retroactive to June 1, 2016.

On April 7, 2017, after significant improvement in water supply conditions across California, the Governor issued Executive Order B-40-17, which rescinded mandatory conservation measures for most counties in the State (including the County).

The City is currently operating under normal supply conditions, as described below under the caption "—Water Conservation Plan."

In 2018, the California Governor signed Senate Bill 606 and Assembly Bill 1668 into law. These bills relate to water conservation and drought planning and empower DWR and the SWRCB to adopt long-term standards on water use. The City is unable to predict the substance, timing or effect on the Water System of regulations implementating Senate Bill 606 and Assembly Bill 1668 or any future legislation with respect to water conservation.

Water Conservation Plan. The City's water shortage contingency plan is set forth in Article 5 of Chapter 31 of the City's Municipal Code. Under the City's plan, the City responds to a water shortage in stages as follows, in each case subject to a public hearing and the publication of the stage in a local newspaper:

- Under normal supply conditions, wasteful use of water (including washing down paved areas, allowing sprinkler irrigation to run off, operating decorative water features that do not recirculate water and irrigating landscapes between 10:00 a.m. and 6:00 p.m. or within 48 hours or measurable rainfall) is prohibited, and water leaks must be repaired within 5 days. The City is currently operating under normal supply conditions.

- Response Level One (Water Shortage Watch Condition) is intended to effect a 10% reduction in water use. The restrictions applicable to normal supply conditions are in effect and the City will increase its public awareness and education efforts with respect to wasteful water use.

- Response Level Two (Water Shortage Alert Condition) is intended to effect a 20% reduction in water use. The City may limit the frequency of landscape irrigation and landscape irrigation may not exceed 10 minutes per station unless micro-drip or similar water-efficient devices are utilized. In addition, water use from construction meters or water trucks is prohibited between 10:00 a.m. and 6:00 p.m.

- Response Level Three (Water Shortage Critical Condition) is intended to effect a 40% reduction in water use. All requirements of Response Levels One and Two are in effect, ornamental water uses are prohibited, pools and spas must be covered when not in use, washing of vehicles is prohibited except at commercial establishments and new connections to the Water System are not permitted.

- Response Level Four (Water Shortage Emergency Condition) is intended to effect the maximum possible reduction in water use. All requirements of Response Levels One through Three are in effect, and the City Council may in its discretion impose additional restrictions or adjust the City's water rates to reflect increased water costs.

The City's water conservation plan authorizes the City to levy increasing fines for successive violations of the water restrictions and water rate penalties for excess water usage when restrictions are in place. In addition, the City may shut off water service after repeated willful violations.

The projected Water System operating results that are set forth under the caption "FINANCIAL INFORMATION—Projected Water System Operating Results and Debt Service Coverage" reflect the continued implementation of normal supply conditions. The City does not currently expect that the implementation of its water conservation plan in the future will have a material adverse effect on its ability to pay the Bonds from Net Revenues. As discussed under the caption "—Water System Rates and Charges," the City's rate structure consists of variable and fixed rate components. Decreased water consumption is partially offset by a decrease in related variable costs, while fixed water charges largely cover the Water System's fixed Operation and Maintenance Costs. In addition, the City has covenanted to set Water System rates and charges in amounts that

it expects to be sufficient to pay the Bonds from Net Revenues. See the caption "SECURITY FOR THE BondS—Rate Covenant."

If a water shortage should arise again in the future, legal issues exist as to whether different California Water Code provisions or State regulations will be invoked to manage the allocation of water. Any curtailment pursuant to State orders could necessitate an increase in the City's Water System rates and charges. See the caption "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES—Proposition 218" for a discussion of certain restrictions on the City's ability to raise water rates.

Historical Water System Connections and Production

The table below sets forth the number of service connections and water production for the Water System for the last five Fiscal Years.

TABLE 2
CITY OF ESCONDIDO WATER SYSTEM
Historical Service Connections and Production

Fiscal Year	*Residential Connections*	*Commercial/ Industrial Connections*	*Agricultural Connections*	*Other Connections*[1]	*Total Connections*[2]	*Percentage Change in Connections*	*Water Production in Acre Feet*[3]	*Percentage Change in Production*
2015	23,671	2,054	204	628	26,557	N/A%	21,879	N/A%
2016	23,692	2,061	204	629	26,586	0.11	18,962[4]	(13.33)
2017	23,731	2,071	200	645	26,647	0.23	18,919[4]	(0.23)
2018	23,899	2,078	193	659	26,829	0.68	21,791	15.18
2019	24,085	2,110	191	655	27,041	0.79	19,972[5]	(8.35)

(1) Other connections include churches, schools, other public agencies and institutions.
(2) Excludes recycled water connections.
(3) Excludes recycled water production, revenues from which do not constitute Revenues pledged to the Bonds. See the caption "—Historical Water Usage." Includes small amounts of water (approximately 700 acre feet per year in recent years) produced at the Treatment Plant but served to customers of Rincon MWD, a neighboring water service provider, for reasons of system efficiency; Rincon MWD pays for such water by assuming the obligation to pay a portion of the City's monthly payments to SDCWA.
(4) Decreases in water production in Fiscal Years 2016 and 2017 reflect impact of conservation measures as a result of drought Declaration. See the caption "—Recent Drought."
(5) Decrease in water production in Fiscal Years 2019 reflects wet hydrological year.

Source: City.

The table below shows water sales Revenues by class of user for the last five Fiscal Years.

TABLE 3
CITY OF ESCONDIDO WATER SYSTEM
Water Sales Revenues[1] by Class of User
Fiscal Year 2019[2]

User Class	*Water Sales Revenues*[3]	*Service Charges*[3]	*Total Charges*
Single Family Residential	$17,111,012	$11,822,412	$28,933,425
Commercial/Industrial	7,723,374	2,870,608	10,593,983
Agricultural	2,956,816	321,926	3,278,741
Other[4]	10,229,684	2,640,030	12,869,713
Total	$38,020,886	$17,654,976	$55,675,862

(1) Excludes other Water System Revenues such as meter installation charges, penalties, water filtration charges and various other charges as well as connection fees, recreational fees and miscellaneous income. See the caption "FINANCIAL INFORMATION—Historical Water System Operating Results and Debt Service Coverage."
(2) Reflects unaudited actual results. Totals may not add due to rounding.
(3) Amounts represent the actual amount billed and may differ from the amount collected.
(4) Includes multi-family residences, churches and schools.
Source: City.

Total water sales Revenues and service charges for the four Fiscal Years prior to Fiscal Year 2019 are set forth under the caption "FINANCIAL INFORMATION—Historical Water Operating Results and Debt Service Coverage."

Historical Water Usage

The table below summarizes water deliveries to users in the City for the five most recent Fiscal Years, including small amounts of water (approximately 300 acre feet per year in recent years) that is produced and served to Water System customers by Rincon MWD, a neighboring water service provider, for reasons of system efficiency. The City pays for such water by assuming the obligation to pay a portion of Rincon MWD's monthly payments to SDCWA. As a result of the agreement to serve Rincon MWD customers, the City produces slightly more water than is needed to serve its own Water System customers. Such overproduction has the effect of obscuring water losses, which the City estimates resulted in aggregate actual deliveries that were approximately 1.2% lower than the numbers shown.

The table below includes recycled water deliveries. The revenues from recycled water deliveries are part of the City's wastewater system and do not constitute Revenues pledged to payment of the Bonds. However, the delivery of recycled water offsets demand for imported water and reduces City purchases of imported water from SDCWA, which constitute Operation and Maintenance Costs. See the caption "—Water Supply—Imported Water Supply." Increased sales of recycled water also reduce Water System Revenues to the extent that customers purchase recycled water rather than potable water. Although recycled water sales are expected to increase in the future, the City projects that Water System Revenues will also increase as a result of increases in connections and increases in Water System rates and charges. See the captions "—Projected Water System Connections and Production," "—Water System Rates and Charges—User Charges" and "FINANCIAL INFORMATION—Projected Water System Operating Results and Debt Service Coverage."

TABLE 4
CITY OF ESCONDIDO WATER SYSTEM
Historical Water Usage in Acre Feet[1]

Fiscal Year	*Local Water*	*Imported Water*	*Recycled Water[2]*	*Total Water Usage[3]*	*Percentage Change*
2015	626	21,253	3,715	25,594	N/A%
2016	551	18,411	3,278	22,240	(13.10)
2017	3,259[4]	15,659	3,120	22,038	(0.91)
2018	777	21,014	3,316	25,107	13.93
2019	1,814	18,158	2,270	22,242	(11.41)

(1) The numbers shown do not reflect water losses, which the City estimates resulted in aggregate actual deliveries that were approximately 1.2% lower than the numbers shown. Such losses are imputed rather than actual because of the City's production exchanges with Rincon MWD, as described in the first paragraph under this caption and in Footnote (3) to the table under the caption "—Historical Water System Connections and Production."

(2) Although the recycled water system is not part of the Water System and the revenues therefrom do not constitute Water System Revenues, the delivery of recycled water offsets demand for imported water and reduces City purchases of imported water from SDCWA, which constitute Operation and Maintenance Costs. See the caption "—Water Supply—Imported Water Supply."

(3) Decreases in water usage in Fiscal Years 2016 and 2017 reflect impact of conservation measures as a result of drought Declaration. See the caption "—Recent Drought." Decrease in Fiscal Year 2019 reflects wet hydrological year.

(4) Increase in Fiscal Year 2017 reflects City effort to draw upon less costly available local water supplies during drought. See the caption "—Recent Drought."

Source: City.

Largest Water System Customers

The table below shows the largest customers of the Water System for Fiscal Year 2019, as determined by water usage.

TABLE 5
CITY OF ESCONDIDO WATER SYSTEM
Ten Largest Water System Customers by Water Usage
Fiscal Year 2019

User[1]	*Type of Business*	*Water Use (1,000 Gallons)[2]*	*Revenues[3]*	*Percentage of Annual Revenues*
E C & B J Malone	Agriculture	193,976	$ 523,735	1.38%
Zoological Society of San Diego	Irrigation	134,250	1,059,466	2.79
Bar-B Ranch	Agriculture	89,740	242,298	0.64
Wylie FLP	Agriculture	78,023	210,662	0.55
Grangetto Ranches Inc	Agriculture	66,926	180,700	0.48
A-1 Sunshine Farms LLC	Agriculture	60,728	246,531	0.65
Beacon Sun Ranch	Agriculture	44,760	120,852	0.32
City of Escondido	Irrigation	44,360	348,641	0.92
Wohlford Land Company LLC	Agriculture	40,602	109,625	0.29
Tradeland Properties LLC	Agriculture	35,792	96,638	0.25
Total		789,157	$3,139,149	8.26%

(1) Certain of above customers also purchase recycled water. Recycled water purchases and revenues are part of the City's wastewater system and are not shown in the above table. See the caption "—Effect of Recycled Water Sales."

(2) Certain agricultural customers pay discounted SDCWA imported water rates in exchange for exposure to supply reductions in the event of water shortages. In addition, certain agricultural customers pay discounted rates in exchange for a commitment to purchase recycled water when available in the future. For the foregoing reasons, water is often sold at differing rates and the amount of water purchased by a customer is not directly correlated to the water sales Revenues generated from such customer. See the caption "—Water System Rates and Charges—User Charges."

(3) Rounded to the nearest dollar. Reflects unaudited actual results. Subject to change upon completion of billing cycle and final accounting for such Fiscal Year. See the caption "—Water System Collection Procedures." Does not include monthly meter charges and certain other Revenues such as penalties.

Source: City.

These customers accounted for approximately 8.26% of total Water System sales revenues (excluding service charges) of $38,020,886 (based on unaudited actual results) in Fiscal Year 2019.

Water System Rates and Charges

General. The Water System's rates and charges are set by the City Council and are not subject to the jurisdiction of, or regulation by, the California Public Utilities Commission or any other regulatory body. The City, however, is required to comply with the notice, hearing and majority protest provisions of Article XIIID of the State Constitution, which is popularly known as Proposition 218. See the caption "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES—Proposition 218" for further information with respect to Proposition 218.

The City's Utilities Department annually determines the adequacy of the charge structure for water service in the service area after full consideration of expected operations, maintenance, capital costs and capital repayment obligations of the Water System. The City Council currently sets water rates and charges at a level that it determines is sufficient to pay all Operation and Maintenance Costs of water production and water purchases, to recover operating expenses for the Water System, to pay debt service payments and to maintain appropriate reserves for the Water System. Current charges include a fixed service charge based on meter size and a commodity charge based on usage.

In 2017, after a public hearing as required under Proposition 218, the City Council adopted a comprehensive rate plan for the Water System (the "**Rate Plan**"), including Water System rate increases effective on March 1 of each year from 2017 through 2021. The Rate Plan remains in place as of the date hereof. There is no assurance that the City Council will not repeal or modify such rate increases in the future or that the City's ratepayers will not approve an initiative to repeal or modify any increase in water service rates and charges approved by the City Council. However, the City is subject to certain covenants with respect to the Bonds which require the City to set Water System rates and charges in amounts that it expects to be sufficient to pay the Bonds from Net Revenues. See the caption "SECURITY FOR THE BONDS—Rate Covenant."

User Charges. The City adopts water rates and water service charges for the Water System by City Council action. The current water rate structure consists of a fixed monthly service charge that varies by meter size, a tiered commodity rate for residential customers and a uniform commodity rate for other customers.

The table below summarizes the monthly water rates per thousand gallons charged by the Water System for all customer types effective March 1, 2019, and approved increases thereafter.

TABLE 6
CITY OF ESCONDIDO WATER SYSTEM
Water Rates

Customer Type	*Water Use (1,000 gallons per month)*	*Current Rate*	*Rate as of March 1, 2020*	*Rate as of March 1, 2021*
Single Family Residential				
Tier 1	0 to 7	$ 6.22	$ 6.57	$ 6.94
Tier 2	7 to 15	8.26	8.72	9.20
Tier 3	15 +	9.47	10.00	10.55
Residential/Agricultural Use				
Tier 1	0 to 7	6.07	6.41	6.77
Tier 2	7 +	8.47	8.94	9.44
Multi-Family Residential				
Tier 1	0 to 5	6.15	6.49	6.85
Tier 2	5 to 7	7.91	8.35	8.81
Tier 3	7 +	8.82	9.31	9.83
Commercial, Industrial and School		7.69	8.12	8.57
Irrigation/Institutional/Landscape District		8.13	8.58	9.06
San Diego Safari Park		8.37	8.84	9.33
Special Unfiltered		6.73	7.11	7.51
Agricultural Use		4.36	4.65	4.91
Recycled Water (1,000 gallons per month)		3.85	3.85	3.85
Recycled Water – Agricultural Use (1,000 gallons per month)		2.70	2.70	2.70

Source: City.

The table below summarizes the City's monthly water availability charge by meter size effective March 1, 2019, and approved increases thereafter.

TABLE 7
CITY OF ESCONDIDO WATER SYSTEM
Monthly Water Availability Charge

Pipeline Diameter or Meter Size	*Current Rate*	*Charge as of March 1, 2020*	*Charge as of March 1, 2021*
5/8"	$ 37.09	$ 39.13	$ 41.29
3/4"	37.09	39.13	41.29
1"	58.11	61.31	64.69
1½"	110.24	116.31	122.71
2"	173.02	182.54	192.58
3"	372.07	392.54	414.13
4"	665.00	701.58	740.17
6"	1,470.92	1,551.83	1,637.19
8"	2,517.34	2,655.80	2,801.87
3/4" x 3"	372.07	392.54	414.13
1" x 4"	665.00	701.58	740.17
1½" x 6"	1,470.92	1,551.83	1,637.19
3/4" x 3" x 6"	1,470.92	1,551.83	1,637.19
1" x 4" x 8"	2,517.34	2,655.80	2,801.87
2" x 6"	1,470.92	1,551.83	1,637.19
2" x 8"	2,517.34	2,655.80	2,801.87
Detector Check	60.20	63.51	67.01

Source: City.

Connection Charges. A water connection right must be purchased from the City by anyone who wishes to connect to the Water System. The connection fee is currently $4,690 for a single-family unit.

In 1983, the City pre-sold 16,413 water connection rights to finance an expansion of the Water Treatment Plant. 2,822.80 pre-sold water connection rights are currently outstanding. Such rights can be redeemed for a connection at any time. If the holder of a pre-sold water connection right does not wish to use it to connect to the Water System, such right can be surrendered to the City, where it will be held until another party purchases such right. The current value of a previously sold water connection right is $3,230.

Connection fees generally are treated as Revenues, but the purchase of a connection or the exercise of connection rights may not result in the receipt of corresponding cash by the City when purchased or exercised. For example, if the owner of a pre-sold water connection right exercises its right to connect to the Water System, the City treats the value of the exercised right as revenue in the amount of $3,230 per right, even though no current cash is received. If instead, a water connection right is purchased, the City applies a portion of the purchase price to buy back connection rights from owners who have offered them for resale, if any, at the price of $3,230, and holds the balance for future expansion of the Water System. These credits relieve a liability of the Water System, but they do not result in a current expense, and have no impact on Operation and Maintenance Costs, in the applicable year. Footnotes to Tables 13 and 14 indicate the amount of net connection fees received, or projected to be received, by the City after eliminating the non-cash portion of such fees, and indicate further the resultant impact on coverage of Debt Service by Net Revenues.

The City reports that as of June 30, 2019, no connection rights were held by the City for resale. Revenues from connection fees in any given year reported in the financial statements and tables herein reflect the cash collected from paying customers, plus the value of rights used by holders at $3,230 per connection right.

In Fiscal Year 2019, the City recorded revenue of $451,312 (based on unaudited actual numbers). However, the net cash to the Water System generated from these connection charges was $304,961 after deducting amounts paid to repurchase rights valued at $3,230 per connection right.

Pass-Through Charges. MWD assesses a fixed fee on all MWD constituent agencies, including SDCWA, called a Readiness-to-Serve Charge (the "**RTS Charge**") based on historic imported water purchases. SDCWA has chosen to recover the RTS Charge from wholesale customers such as the City and the City has in turn chosen to recover the RTS Charge from its retail water customers. In addition to the RTS Charge, SDCWA charges its wholesale customers, including the City, an Infrastructure Access Charge. The City has in turn chosen to recover the Infrastructure Access Charge from its retail water customers. Current RTS Charges and Infrastructure Access Charges are set forth in the table below:

TABLE 8
CITY OF ESCONDIDO WATER SYSTEM
Pass-Through Charges

Pipeline Diameter or Meter Size	***RTS Charge***	***Infrastructure Access Charge***
5/8"	$ 1.93	$ 3.01
3/4"	1.93	3.01
1"	3.08	4.82
1½"	5.78	9.03
2"	10.02	15.65
3"	18.50	28.90
4"	31.59	49.36
6"	57.79	90.30
8"	100.18	156.52
3/4" x 3"	19.84	49.39
1" x 4"	31.26	75.28
1 ½" x 6"	62.53	150.17
3/4" x 3" x 6"	76.83	150.17
1" x 4" x 8"	122.45	241.46
2" x 6"	68.81	150.17
2" x 8"	95.53	241.46

Source: City.

The RTS Charge is subject to annual adjustment at the discretion of MWD on each July 1 and the Infrastructure Access Charge is subject to annual adjustment at the discretion of MWD on each January 1.

Comparison to Nearby Service Providers. The table below sets forth a comparison of the City's typical monthly water bill (reflecting usage of approximately 10,000 gallons per month) for a single family residential user to those of certain nearby water purveyors as of June 30, 2019.

TABLE 9
CITY OF ESCONDIDO WATER SYSTEM
Comparative Rates

Agencies	*Residential Meter Monthly Service Charge*	*Rate per 1,000 gallons*	*Total Monthly Rate*
Padre Dam Municipal Water District	$37.07	$9.42	$131.27
Rincon del Diablo Municipal Water District	35.88	8.23	118.18
Ramona Municipal Water District	36.12	8.05	116.62
City of San Diego	26.30	7.96	105.90
Valley Center Municipal Water District	39.93	6.49	104.83
City of Escondido Tier 1 (First 7,000 gallons) and 2 (7,001-10,000 gallons)	***39.87***	***6.47***	***104.57***
Vista Irrigation District	40.97	6.07	101.67
City of Poway	21.14	7.17	92.84

(1) Assumes usage of 10,000 gallons per month.
Source: City.

Water System Collection Procedures

The City's water accounts currently are maintained through the water accounting section of the Finance Department. Water bills are generated by computer monthly. A customer is given 19 days to pay the bill. A 10% late payment charge is assessed against any payment received on or after the nineteenth day following the billing date. Accounts that are over 45 days delinquent are subject to disconnection of water service.

Presently, approximately 85% to 90% of all bills are paid within 19 days and almost all delinquencies are paid prior to the disconnection of service. Outstanding bills on closed accounts are forwarded to the Collections Officer for collection.

In September 2018, the State Governor signed Senate Bill 998 ("**SB 998**"), a bill which restricts the discontinuation of water service to delinquent customers effective February 1, 2020. SB 998 includes the following provisions: (i) a requirement to make discontinuation policies available in multiple languages; (ii) a prohibition on discontinuing service until payment is 60 days late; (iii) an obligation to contact delinquent customers by telephone and provide appeal, extension and alternative payment information; and (iv) an obligation to contact tenants when service is at risk of discontinuation due to landlord nonpayment. Water service may not be discontinued if a doctor certifies that there would be a serious medical threat to a delinquent resident who is unable to pay but willing to make alternative payment arrangements.

Certain provisions of SB 998 conflict with the City's current discontinuation policies. The City is in the process of drafting an amended shutoff policy and Municipal Code provision relating to water shutoffs in order to comply with the new requirements. Staff anticipates that City Council will consider approval of such changes by early 2020.

Future Water System Capital Improvements

The City projects total capital improvements to the Water System of approximately $19.3 million over the next five years, including the installation of advanced metering infrastructure, water pipeline replacements

and the San Pasqual Undergrounding Project on the Escondido Canal. See the caption "—Water Supply—Local Water Supply." The San Pasqual Undergrounding Project will replace a portion of the above-ground Escondido Canal on the San Pasqual Indian Reservation with a below-ground pipeline. Completion of the project by VID and the City is a requirement of the implementation agreement related to the Settlement Act, as described under the caption "CERTAIN RISKS TO BONDHOLDERS—System Expenses—Availability of Local Water." The estimated total construction cost is $30 million, to be shared evenly between VID and the City. The City has already budgeted approximately $2 million for construction of the San Pasqual Undergrounding Project.

The above-described capital improvements are expected to be financed by a combination of grants, Revenues remaining after payment of Water System debt and (for the San Pasqual Undergrounding Project in particular) the proceeds of additional Contracts or Parity Bonds in the estimated principal amount of up to $10 million entered into in or about Fiscal Year 2022 (the "**2022 Bonds**").

See the caption "—Water Supply—Local Water Supply" for a discussion of the City's plans to rebuild Lake Wohlford Dam and its financing plan with respect thereto. The City does not currently expect to complete such project in the next five years and the costs of such project are not reflected in the above discussion. In the event that the City is able to commence the Lake Wohlford Dam rebuilding project in the next five years, the above-described costs could increase.

Projected Water System Connections and Production

Projected service connections and water production for the Water System for the current and next four Fiscal Years are set forth in the table below.

TABLE 10
CITY OF ESCONDIDO WATER SYSTEM
Projected Service Connections and Production

Fiscal Year	*Residential Connections*	*Commercial/ Industrial Connections*	*Other Connections*[1]	*Agricultural Connections*	*Total Connections*	*Percentage Change in Connections*	*Water Production in Acre Feet*[2]	*Percentage Change in Production*
2020	24,127	2,121	642	191	27,081	0.15%	20,481	2.55%
2021	24,196	2,128	649	191	27,164	0.31	20,661	0.88
2022	24,216	2,137	658	172	27,183	0.07	20,994	1.61
2023	24,404	2,144	669	168	27,385	0.74	19,401	(7.58)
2024	24,516	2,152	665	166	27,499	0.42	18,134	(6.53)

(1) Other connections include schools, other public agencies and institutions.
(2) Excludes projected recycled water production, revenues from which do not constitute Revenues pledged to Bonds. See the caption "—Projected Water Usage." Decreases in Fiscal Years 2023 and 2024 reflect increased sales of recycled water as well as expectations of two wet hydrological years during each five year period.
Source: City.

See the caption "—Growth Management" for further information with respect to projected increases in Water System service connections.

Projected Water Usage

Projected water deliveries for the current and next four Fiscal Years are set forth in the table below, including recycled water deliveries. The revenues from recycled water deliveries are part of the City's wastewater system and do not constitute Revenues pledged to payment of the Bonds. However, the delivery of recycled water offsets demand for imported water and reduces City purchases of imported water from SDCWA, which constitute Operation and Maintenance Costs. See the caption "—Water Supply—Imported Water Supply." Increased sales of recycled water also reduce Water System Revenues to the extent that customers purchase recycled water rather than potable water. Although recycled water sales are expected to increase in the future, the City projects that Water System Revenues will also increase as a result of increases in connections and increases in Water System rates and charges. See the captions "—Projected Water System Connections and Production," "—Water System Rates and Charges—User Charges" and "FINANCIAL INFORMATION—Projected Water System Operating Results and Debt Service Coverage."

TABLE 11
CITY OF ESCONDIDO WATER SYSTEM
Projected Water Usage in Acre Feet

Fiscal Year	*Local Water*	*Imported Water*	*Recycled Water*[(1)]	*Total Water Usage*[(2)]	*Percentage Change*
2020	2,600	17,479	3,328	23,407	5.24%
2021	2,000	18,256	3,287	23,543	0.58
2022	2,000	18,582	3,120	23,702	0.68
2023	2,000	17,021	4,816	23,837	0.57
2024	2,000	15,778	6,316	24,094	1.08

(1) Increases in recycled water production reflect projected increases in sales to agricultural users in the eastern portion of the City's service area. Although the recycled water system is not part of the Water System and the revenues therefrom do not constitute Water System Revenues, the delivery of recycled water offsets demand for imported water and reduces City purchases of imported water from SDCWA, which constitute Operation and Maintenance Costs. See the caption "—Water Supply—Imported Water Supply."

(2) Assumes normal hydrological conditions.

Source: City.

Projected water sales Revenues and service charges for the current and next four Fiscal Years based on the projected water usage set forth in the table above are set forth under the caption "FINANCIAL INFORMATION—Projected Water System Operating Results and Debt Service Coverage."

Growth Management

Pursuant to the City's current land use policies and ordinances, the City regulates growth by denying building permits to developments that are: (i) inconsistent with the City's general plan; or (ii) located in areas that have critical infrastructure deficiencies. The City will issue building permits in areas with critical infrastructure deficiencies where the development provides facilities to upgrade existing deficiencies, does not adversely impact critical infrastructure and provides a proportionate share of neighborhood or citywide improvements. The City anticipates that growth and development in the City will continue to be regulated in the future and does not anticipate increases in Revenues as a result of significant additional development. There can be no assurance that the City will not enact future growth control ordinances which increase limits on population growth in the City. See the caption "—Projected Water System Connections and Production" for the City's current projections of increases in service connections in the current and next four Fiscal Years.

The City has covenanted to set Water System rates and charges in amounts that it expects to be sufficient to pay the Bonds from Net Revenues. See the caption "SECURITY FOR THE BONDS—Rate Covenant."

FINANCIAL INFORMATION

Financial Statements

[UPDATE IF 2019 AUDIT READY WHEN POS IS DISSEMINATED] A copy of the most recent audited financial statements (the "**Financial Statements**") of the City prepared by the City's accountant, The Pun Group, LLP, San Diego, California (the "**Auditor**") is set forth in Appendix A. The Auditor's letter dated December 28, 2018 is set forth therein. The Financial Statements should be read in their entirety. The Auditor has not reviewed or audited this Official Statement.

The summary operating results that are contained under the caption "—Historical Water System Operating Results and Debt Service Coverage" are derived from the Financial Statements and audited financial statements for prior Fiscal Years (excluding certain non-cash items and after certain other adjustments), and are qualified in their entirety by reference to such statements, including the notes thereto.

The City accounts for moneys received and expenses paid in accordance with generally accepted accounting principles applicable to public entities ("**GAAP**"). In certain cases, GAAP requires or permits moneys that are collected in one Fiscal Year to be recognized as revenue in a subsequent Fiscal Year and requires or permits expenses that are paid or incurred in one Fiscal Year to be recognized as expenses in a subsequent Fiscal Year. See Note 1 to the Financial Statements that are set forth in Appendix A. Except as otherwise expressly noted herein, all financial information that has been derived from the City's audited financial statements reflects the application of GAAP.

The Water Enterprise Fund of the City is accounted for as a proprietary fund type (enterprise fund). In governmental accounting, enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis are to be financed or recovered primarily through user charges, or where periodic determination of revenues earned, expenses incurred and/or net income is deemed appropriate for capital maintenance, public policy, management control, accountability or other purposes.

Proprietary funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. In the Water Enterprise Fund, receivables have been recorded as revenue and provisions have been made for uncollectible amounts.

Available Cash

As of ____ __, 2019, the Water System had $___ in available cash reserves.

Historical Water System Operating Results and Debt Service Coverage

The table below is a summary of operating results of the Water System for the last five Fiscal Years. The results have been derived from unaudited actual results for Fiscal Year 2019, the Financial Statements and prior audited financial statements of the City but exclude certain non-cash items which are not included as Revenues and include certain other adjustments. The table has not been reviewed or audited by the City's Auditor.

TABLE 12
CITY OF ESCONDIDO WATER SYSTEM
Historical Operating Results (Fiscal Year Ended June 30)

	2015	*2016*[9]	*2017*	*2018*	*2019*[10]
Revenues					
Charges for Services[1]	$53,511,317	$49,105,084	$52,936,039	$59,696,574	$57,044,241
Connection Fees[2]	280,340	583,790	1,937,953	1,854,548	451,312
Investment Income[3]	264,981	264,337	55,053	(50,968)	1,079,560
Rents and Concessions	884,026	963,147	1,118,442	1,160,002	1,304,431
Other Revenues[4]	182,070	186,241	64,985	130,079	341,736
Total Revenues	$55,122,734	$51,102,599	$56,112,472	$62,790,235	$60,221,280
Operation and Maintenance Costs					
Operation and Maintenance[5]	$21,989,842	$22,413,985	$25,740,031	$26,425,076	$28,326,991
Purchased Water[6]	23,183,794	21,493,055	21,058,343	27,511,621	24,017,147
Total Operation and Maintenance Costs	$45,173,636	$43,907,040	$46,798,374	$53,936,697	$52,344,138
Net Revenues	$ 9,949,098	$ 7,195,559	$ 9,314,098	$ 8,853,538	$ 7,877,142
Debt Service					
2012 IPA	$ 1,895,156	$ 1,902,981	$ 1,890,556	$ 1,890,156	$ 1,893,856
Alexander Area Phase II State Loan	179,633	179,633	179,633	164,056	180,690
2007 IPA[7]	1,809,850	1,802,550	1,809,350	1,810,050	1,804,850
2002 State Loan	130,919	130,919	130,919	147,111	130,919
Total Debt Service	$ 4,015,558	$ 4,016,083	$ 4,010,458	$ 4,011,373	$ 4,010,315
Debt Service Coverage[8]	2.48	1.79	2.32	2.21	1.96
Revenues Remaining After Payment of Debt Service	$ 5,933,540	$ 3,179,476	$ 5,303,640	$ 4,842,165	$ 3,866,827

(1) Includes meter installation charges, penalties, water filtration charges and certain other miscellaneous revenues which are not included as Other Revenues.

(2) See the caption "THE WATER SYSTEM—Water System Rates and Charges—Connection Charges" for a discussion of these Revenues; net cash received for such connection fees was $273,880, $577,330, $1,931,493, $1,809,328 and $304,961 for Fiscal Years 2015, 2016, 2017, 2018 and 2019, respectively. Increases in connection fee revenues in Fiscal Years 2017 and 2018 reflect high levels of development in such Fiscal Years.

(3) Investment loss in Fiscal Year 2018 reflects losses incurred in City investment portfolio.

(4) Includes rental income and other miscellaneous revenues.

(5) Operation and Maintenance Costs do not include GASB 68 accounting entries. There is not a linear correlative relationship between GASB 68 accounting entries and the City's annual pension contributions because GASB 68 accounting entries are based on assumptions by CalPERS which vary annually. However, if coverage were adjusted to reflect these entries, coverage would have been 2.53, 1.97, 2.39, 1.83 and 1.71 for Fiscal Years 2015, 2016, 2017, 2018, and 2019, respectively. See the caption "—Employee Benefits—Pension Obligations" for a description of GASB 68.

(6) Decreases in purchased water expense for Fiscal Years 2016 and 2017 reflect impact of conservation measures as a result of drought Declaration. See the caption "THE WATER SYSTEM—Recent Drought."

(7) These obligations are expected to be refunded from proceeds of the Bonds. See the caption "REFUNDING PLAN."

(8) If coverage were adjusted to reflect only the cash received for connection fees, as described in footnote 2, coverage would have been 2.48, 1.79, 2.32, 2.20 and 1.93 for Fiscal Years 2015, 2016, 2017, 2018 and 2019, respectively.

(9) Decreases in Revenues in Fiscal Year 2016 reflect impact of conservation measures as a result of drought Declaration prior to increases in Water System Rates and Charges under the Rate Plan. See the caption "THE WATER SYSTEM—Recent Drought" and "THE WATER SYSTEM—Water System Rates and Charges—General."

(10) Reflects unaudited actual Fiscal Year 2019 results.

Source: City.

Projected Water System Operating Results and Debt Service Coverage

The estimated projected operating results for the Water System for the current and next four Fiscal Years are set forth in the table below, reflecting certain significant assumptions concerning future events and circumstances. The financial forecast represents the City's estimate of projected financial results based upon its

judgment of the probable occurrence of future events, including that the City's water conservation plan (as described under the caption "THE WATER SYSTEM—Recent Drought—Water Conservation Plan") will not be in effect and assumptions set forth in the footnotes to the table set forth below. All of such assumptions are material to the development of the City's financial projections, and variations in the assumptions may produce substantially different financial results. Actual operating results achieved during the projection period may vary from those presented in the forecast and such variations may be material. See the caption "CERTAIN RISKS TO BONDHOLDERS—Accuracy of Assumptions."

TABLE 13
CITY OF ESCONDIDO WATER SYSTEM
Projected Operating Results (Fiscal Year Ending June 30)

	2020[1]	*2021*	*2022*	*2023*	*2024*
Revenues					
Charges for Services[2]	$63,056,366	$66,166,379	$69,151,288	$72,359,742	$75,727,272
Connection Fees[3]	455,825	460,383	464,987	469,637	474,333
Investment Income[4]	299,403	270,757	188,672	128,008	31,377
Rents and Concessions[5]	1,317,476	1,330,651	1,343,957	1,357,397	1,370,971
Other Revenues[6]	103,171	104,203	105,245	106,298	107,361
Total Revenues	$65,232,242	$68,332,373	$71,254,150	$74,421,082	$77,711,314
Operation and Maintenance Costs					
Operation and Maintenance[7]	$31,893,907	$32,943,446	$34,035,421	$35,229,174	$36,468,202
Purchased Water[8]	25,374,635	25,292,783	25,235,953	25,359,713	25,489,661
Total Operation and Maintenance Costs	$57,268,542	$58,236,228	$59,271,374	$60,588,887	$61,957,863
Net Revenues	$ 7,963,699	$10,096,145	$11,982,776	$13,832,194	$15,753,450
Debt Service[9]					
2022 Bonds[10]	$ -	$ -	$ -	$ 575,000	$ 575,000
2019A Bonds*	273,850	1,505,300	1,510,250	1,511,000	1,515,125
2019B Bonds*	258,738	1,709,562	1,709,074	1,708,255	1,701,777
I-Bank Agreement	285,000	821,744	820,600	819,421	818,207
2012 IPA[11]	1,233,978	-	-	-	-
Alexander Area Phase II State Loan	179,633	179,633	179,633	179,633	179,633
2007 IPA[11]	1,246,025	-	-	-	-
2002 State Loan	130,919	130,919	130,919	130,919	130,919
Total Debt Service*	$ 3,608,143	$ 4,347,158	$ 4,350,476	$ 4,924,228	$ 4,920,661
Debt Service Coverage*	2.21	2.32	2.75	2.81	3.20
Revenues Remaining After Payment of Debt Service*	$ 4,355,556	$ 5,748,987	$ 7,632,300	$ 8,907,966	$10,832,789

(1) Reflects budgeted Fiscal Year 2020 amounts with certain adjustments.

(2) Includes meter installation charges, penalties, water filtration charges and certain other miscellaneous revenues which are not included as Other Revenues. Reflects rate increases approved by the City Council through March 1, 2021 and projected rate increases averaging approximately 5% per annum thereafter which have not yet been adopted. See the caption "THE WATER SYSTEM—Water System Rates and Charges—User Charges." All rate increases are subject to City Council approval and the notice, hearing and protest provisions of Proposition 218, and there can be no assurance that rate increases which are projected to take effect in Fiscal Years 2022, 2023 and 2024 will be approved. See the caption "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES—Proposition 218."

(3) Reflects revenues from projected connections set forth under the caption "THE WATER SYSTEM—Projected Water System Connections and Production."

(4) Reflects earnings on Water System reserves as projected by the City.

(5) Reflects Fiscal Year 2020 budgeted amount and projected increases of approximately 1% per annum thereafter.

(6) Includes rental income and other miscellaneous revenues. Reflects Fiscal Year 2020 budgeted amount and projected increases of approximately 1% per annum thereafter.

* *Preliminary; subject to change.*

(7) Reflects Fiscal Year 2020 budgeted amount and projected increases of approximately 3.5% per annum thereafter.
(8) Decreases in Fiscal Years 2021 and 2022 reflect projected increases in recycled water purchases. Projected to increase approximately 0.5% per annum thereafter.
(9) Reflects scheduled debt service, with the exception of the projected debt service on the 2022 Bonds, which is estimated, as such obligations have not yet been issued. See the caption "THE WATER SYSTEM—Outstanding Parity Obligations."
(10) These obligations are described under the caption "THE WATER SYSTEM—Future Water System Capital Improvements."
(11) These obligations are expected to be refunded from proceeds of the Bonds. See the caption "REFUNDING PLAN."
Source: City.

Employee Benefits

Pension Obligations. Accounting and financial reporting by state and local government employers for defined benefit pension plans is governed by Governmental Accounting Standards Board ("**GASB**") Statement No. 68 ("**GASB 68**"). GASB 68 governs the accounting treatment of defined benefit pension plans, including how expenses and liabilities are calculated and reported by state and local government employers in their financial statements. GASB 68 includes the following components: (i) unfunded pension liabilities are included on the employer's balance sheet; (ii) pension expense incorporates rapid recognition of actuarial experience and investment returns and is not based on the employer's actual contribution amounts; (iii) lower actuarial discount rates are required to be used for underfunded plans in certain cases for purposes of the financial statements; (iv) closed amortization periods for unfunded liabilities are required to be used for certain purposes of the financial statements; and (v) the difference between expected and actual investment returns will be recognized over a closed five-year smoothing period. GASB 68 affects the City's accounting and reporting requirements, but it does not change the City's pension plan funding obligations.

The City participates in a Miscellaneous plan to fund pension benefits for employees who operate the Water System. The City's Miscellaneous plan is administered by the California Public Employees Retirement System ("**CalPERS**"). CalPERS administers an agent multiple-employer public employee defined benefit pension plan for all of the City's full-time and certain part-time employees. CalPERS provides retirement, disability and death benefits to plan members and beneficiaries and acts as a common investment and administrative agent for participating public entities within the State, including the City. CalPERS plan benefit provisions and all other requirements are established by State statute and the City Council.

City employees are subject to different benefit levels based on their hire date. Current benefit provisions for City employees are set forth below.

CITY OF ESCONDIDO
CalPERS Miscellaneous Pension Plan – Summary of Benefit Provisions

	Employees Hired Before December 23, 2012	*Employees Hired On or After December 23, 2012 (Prior CalPERS Members)*	*Employees Hired On or After January 1, 2013 (Not Prior CalPERS Members)*
Benefit Formula	3.0% @ age 60	2.0% @ age 60	2.0% @ age 62
Benefit Vesting	5 years of service	5 years of service	5 years of service
Benefit Payments	Monthly for life	Monthly for life	Monthly for life
Minimum Retirement Age	50	50	52
Monthly Benefits as % of Eligible Compensation	2.0% - 3.0%	1.092% - 2.418%	1.0% - 2.5%
Employee Normal Cost	8.0%(1)	7.0%(2)	6.25%(3)
Employer Normal Cost Rate(4)	10.520%	10.520%	10.520%

(1) Employees who were hired before December 23, 2012 are required to make the full employee contribution.
(2) Employees who were hired on and after December 23, 2012 who were previously CalPERS members are required to make the full employee contribution.
(3) Employees who were hired on or after January 1, 2013 who were not previously CalPERS members are required to make the full employee contribution.
(4) Effective August 12, 2018, all M&O Unit employees hired before January 1, 2013 participated in additional cost sharing of 1% of the employer normal cost rate pursuant to the current memorandum of understanding with the M&O Unit dated May 16, 2018. See the caption "THE CITY—Employees." The cost sharing percentage increased from 1% to 2% effective July 1, 2019 and will increase from 2% to 3% effective July 1, 2020.

Source: City.

City employees who were hired on and after January 1, 2013 and who were not previously CalPERS members receive benefits based on a 2.0% at age 62 formula; such employees are required to make the full amount of required employee contributions themselves under the California Public Employees' Pension Reform Act of 2013 ("**AB 340**"), which was signed by the State Governor on September 12, 2012. AB 340 established a new pension tier: the 2.0% at age 62 formula, with a maximum benefit formula of 2.5% at age 67. Benefits for such participants are calculated on the highest average annual compensation over a consecutive 36 month period. Employees are required to pay at least 50% of the total normal cost rate. AB 340 also caps pensionable income for 2019 as noted below. Amounts are set annually, subject to Consumer Price Index increases, and retroactive benefits increases are prohibited, as are contribution holidays and purchases of additional non-qualified service credit.

CITY OF ESCONDIDO
Pensionable Income Caps for Calendar Year 2019 (AB 340 and Non-AB 340 Employees)

	Employees Hired Before January 1, 2013 (Non-AB 340 Employees)	*Employees Hired After January 1, 2013 (AB 340 Employees)*
Maximum Pensionable Income	$280,000	$149,016
Maximum Pensionable Income if also Participating in Social Security	N/A	$124,180

Source: City.

CalPERS estimates savings for local agency plans as a result of AB 340 of approximately $1.653 billion to $2.355 billion over the 30-year period after its adoption, primarily due to increased employee contributions

and, as the workforce turns over, lower benefit formulas that will gradually reduce normal costs. Savings specific to the City have not been quantified.

Additional employee contributions, limits on pensionable compensation and higher retirement ages for new members as a result of the passage of AB 340 are expected to reduce the City's unfunded pension lability and potentially reduce City contribution levels in the long term.

The City is also required to contribute the actuarially determined remaining amounts necessary to fund benefits for its members. Required employer normal cost rates for Fiscal Year 2019 were 10.520% for all benefit levels, and the required employer payment of the unfunded accrued liability was $9,607,958. Required employer normal cost rates for Fiscal Year 2020 are 11.283% for all benefit levels, and the required employer payment of the unfunded accrued liability is $11,026,653.

Employer contribution rates for all public employers are determined on an annual basis by the CalPERS actuary and are effective on the July 1 following notice of a change in the rate. Total plan contributions are determined through the CalPERS annual actuarial valuation process. The total minimum required employer contribution is the sum of the plan's employer normal cost rate (expressed as a percentage of payroll) plus the employer unfunded accrued liability contribution amount (billed monthly). The normal cost rate is the annual cost of service accrual for the upcoming Fiscal Year of active employees.

The City's Miscellaneous plan had a total net pension liability of approximately $134,635,360 for the Fiscal Year ended June 30, 2018 and approximately $129,410,481 for the Fiscal Year ended June 30, 2019. The net pension liability is the difference between the total pension liability and the fair market value of pension assets. The City's total pension assets include funds that are held by CalPERS, and its net pension asset or liability is based on such amounts.

For Fiscal Years 2018 and 2019, the City incurred Miscellaneous plan pension expenses of $374,893 and $432,948, respectively. The Miscellaneous plan contributions for Fiscal Years 2018 and 2019 were $11,179,205 and $11,929,230, respectively. The City currently expects its annual required contribution for the Miscellaneous plan in Fiscal Year 2020 to be approximately $13,960,590. The share of such contributions which is attributable to the Water System is determined based on the proportion of Water Fund payroll expenditures to payroll expenditures for all City employees who participate in the Miscellaneous plan. Such share was 14%, 15%, 16%, 17% and 17% in Fiscal Years 2015, 2016, 2017, 2018 and 2019, respectively, and is expected to be approximately 16% in Fiscal Year 2020.

In Fiscal Year 2018, the City established the Section 115 Trust under Section 115 of the Internal Revenue Code. The purpose of the Section 115 Trust is to accumulate assets that will be applied to reduce the City's net pension liability, which assets can be invested by the City or a professional fund management team selected and monitored by the City. Pursuant to GASB Implementation Guide No. 2017-1 relating to accounting and reporting of net pension liability, assets held in the Section 115 Trust are City assets and are not considered to be pension contributions until they are transferred to CalPERS, which means that they cannot be used to offset the City's net pension liability for financial statement reporting purposes. However, such assets are legally protected from the claims of the general creditors of the City and the City's contributions to the Section 115 Trust and earnings on those contributions are irrevocable.

As of June 30, 2019, the Section 115 Trust balance amounted to approximately $7,013,035 held in restricted cash and investments with Public Agency Retirement Services. The City will make future contributions and transfer moneys held in the Section 115 Trust to CalPERS at the City's discretion. See the caption "—Governance and Management—Management Policies—Budgetary and Financial Policy" for further information about the Section 115 Trust.

A summary of principal assumptions and methods used to determine the total pension liability for Fiscal Year 2019 is shown below.

CITY OF ESCONDIDO
Actuarial Assumptions for CalPERS Miscellaneous Pension Plan

Actuarial Cost Method	Entry Age Normal in accordance with the requirements of GASB 68
Asset Valuation Method	Market Value of Assets
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.75%
Salary Increases	Varies by entry age and service
Investment Rate of Return	7.50% net of pension plan investment and administrative expenses; includes projected inflation rate of 2.75%
Mortality Rate Table[(1)]	Derived using CalPERS' membership data for all funds

(1) The mortality table used was developed based on CalPERS-specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB.

Source: City.

On December 21, 2016, the CalPERS Board of Directors voted to lower its discount rate from the current rate of 7.50% to 7.00%. Effective with its June 2017 Comprehensive Annual Financial Report, CalPERS reduced its discount rate to 7.15% and its investment rate of return to 7.15%. The discount rate for Fiscal Year 2020 is 7.00%.

For public agencies such as the City, the new discount rate took effect July 1, 2017. Lowering the discount rate means that employers that contract with CalPERS to administer their pension plans will see increases in their normal costs and unfunded actuarial liabilities. Active members hired after January 1, 2013 will also see their contribution rates rise under AB 340. The reduction of the discount rate will result in average employer rate increases of approximately 1% to 3% of normal cost as a percentage of payroll for most Miscellaneous retirement plans such as the City's plan. Additionally, many employers will see a 30% to 40% increase in their current unfunded accrued liability payments. These payments are made to amortize unfunded liabilities over 20 years to bring pension funds to a fully funded status over the long-term.

Portions of the above information are primarily derived from information that has been produced by CalPERS, its independent accountants and its actuaries. The City has not independently verified such information and neither makes any representations nor expresses any opinion as to the accuracy of the information that has been provided by CalPERS.

The comprehensive annual financial reports of CalPERS are available on CalPERS' Internet website at www.calpers.ca.gov. The CalPERS website also contains CalPERS' most recent actuarial valuation reports and other information that concerns benefits and other matters. The textual reference to such Internet website is provided for convenience only. None of the information on such Internet website is incorporated by reference herein. The City cannot guarantee the accuracy of such information. Actuarial assessments are "forward-looking" statements that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or be changed in the future.

Changes in the net pension liability for the City's Miscellaneous plan in the most recent Fiscal Year for which information is available were as follows:

CITY OF ESCONDIDO
Changes in CalPERS Miscellaneous Pension Plan Net Pension Liability

	Increase / (Decrease)		
	Total Pension Liability	***Plan Fiduciary Net Position***[(1)]	***Net Pension Liability / (Asset)***
Balance at June 30, 2017	$ 412,473,215	$ 277,837,855	$ 134,635,360
Balance at June 30, 2018	424,055,082	294,644,601	129,410,481
Net Changes for period from July 1, 2017 through June 30, 2018	$ 11,581,867	$ 16,806,746	$ (5,224,879)

(1) Does not include assets held in Section 115 Trust, in accordance with GASB Implementation Guide No. 2017-1 (which is described above).
Source: City.

The table below presents the net pension liability of the City's Miscellaneous plan, calculated using the discount rate applicable to Fiscal Year 2019 (7.15%), as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.15%) or 1 percentage point higher (8.15%) than the current rate:

CITY OF ESCONDIDO
Sensitivity of the CalPERS Miscellaneous Pension Plan Net Pension Liability to Changes in the Discount Rate

	Discount Rate – 1% (6.15%)	***Current Discount Rate (7.15%)***	***Discount Rate + 1% (8.15%)***
Plan's Net Pension Liability/(Asset)	$183,436,597	$129,410,481	$84,472,753

Source: City.

CalPERS earnings reports for Fiscal Years 2010 through 2019 report investment gains of approximately 13.0%, 21.7%, 1.0%, 12.5%, 18.4%, 2.4%, 0.6%, 11.2%, 8.6% and 6.7% (preliminary), respectively. Future earnings performance may increase or decrease future contribution rates for plan participants, including the City.

The City's projections of Operation and Maintenance Costs under the caption "FINANCIAL INFORMATION—Projected Water System Operating Results and Debt Service Coverage" do not assume unusual increases in CalPERS contributions or other labor costs in the future. However, no assurance can be provided that such expenses will not increase significantly in the future. The City does not expect that any increased funding of pension benefits will have a material adverse effect on the ability of the City to pay the Bonds.

For additional information relating to the City's CalPERS Miscellaneous pension plan, see Note [13] to the City's audited financial statements set forth in Appendix A.

No Post-Employment Benefits. The City does not currently provide post-retirement health benefits to any of its employees.

CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES

Article XIIIB

Article XIIIB of the State Constitution limits the annual appropriations of the State and of any city, county, school district, authority, special district or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and population. The "base year" for establishing such appropriation limit is the 1978-79 State fiscal year and the limit is to be adjusted annually to reflect changes in population and consumer prices. Adjustments in the appropriations limit of an entity may also be made if: (a) the financial responsibility for a service is transferred to another public entity or to a private entity; (b) the financial source for the provision of services is transferred from taxes to other revenues; or (c) the voters of the entity approve a change in the limit for a period of time not to exceed four years.

Appropriations that are subject to Article XIIIB generally include the proceeds of taxes levied by or for the State or other entity of local government, exclusive of certain State subventions, refunds of taxes and benefit payments from retirement, unemployment, insurance and disability insurance funds. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to an entity of government from: (i) regulatory licenses, user charges, and user fees (but only to the extent that such proceeds exceed the cost reasonably borne by the entity in providing the service or regulation); and (ii) the investment of tax revenues. Article XIIIB includes a requirement that if an entity's revenues in any year exceed the amounts that are permitted to be spent, the excess would have to be returned by revising tax rates or fee schedules over the subsequent two years.

Certain expenditures are excluded from the appropriations limit, including payments of indebtedness that were existing or legally authorized as of January 1, 1979, or of bonded indebtedness thereafter approved by the voters, and payments that are required to comply with court or federal mandates which without discretion require an expenditure for additional services or which unavoidably make the provision of existing services more costly.

The City is of the opinion that its charges for Water Service do not exceed the costs that it reasonably bears in providing such services and therefore are not subject to the limits of Article XIIIB. See the caption "SECURITY FOR THE BONDS—Rate Covenant" for a description of the City's covenant to set rates and charges for the Water Service.

Proposition 218

General. An initiative measure entitled the "Right to Vote on Taxes Act" (the "**Initiative**") was approved by the voters of the State at the November 5, 1996 general election. The Initiative added Articles XIIIC and XIIID to the State Constitution. According to the "Title and Summary" of the Initiative prepared by the State Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges."

Article XIIID. Article XIIID defines the terms "fee" and "charge" to mean "any levy other than an ad valorem tax, a special tax or an assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership, including user fees or charges for a property-related service." A "property-related service" is defined as "a public service having a direct relationship to property ownership." Article XIIID further provides that reliance by an agency on any parcel map (including an assessor's parcel map) may be considered a significant factor in determining whether a fee or charge is imposed as an incident of property ownership.

Article XIIID requires that any agency which imposes or increases any property-related fee or charge must provide written notice thereof to the record owner of each identified parcel upon which such fee or charge is to be imposed and must conduct a public hearing with respect thereto. The proposed fee or charge may not be imposed or increased if a majority of owners of the identified parcels file written protests against it. As a

result, because fees for water service and wastewater service are a "fee" or "charge" as defined in Article XIIID, the local government's ability to increase such fees or charges may be limited by a majority protest.

In addition, Article XIIID includes a number of limitations that are applicable to existing fees and charges, including provisions to the effect that: (a) revenues that are derived from the fee or charge may not exceed the funds which are required to provide the property-related service; (b) such revenues may not be used for any purpose other than that for which the fee or charge was imposed; (c) the amount of a fee or charge that is imposed upon any parcel or person as an incident of property ownership may not exceed the proportional cost of the service attributable to the parcel; and (d) no such fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Property-related fees or charges based on potential or future use of a service are not permitted.

Based upon the California Court of Appeal decision in *Howard Jarvis Taxpayers Association v. City of Los Angeles*, 85 Cal. App. 4th 79 (2000), which was denied review by the State Supreme Court, it was generally believed that Article XIIID did not apply to charges for water and wastewater services that are "primarily based on the amount consumed" (i.e., metered water or wastewater rates), which had been held to be commodity charges related to consumption of the service, not property ownership. The State Supreme Court ruled in *Bighorn-Desert View Water Agency v. Verjil*, 39 Cal. 4th 205 (2006) (the "***Bighorn* Case**"), however, that fees for ongoing water service through an existing connection were property-related fees and charges. The Court specifically disapproved the holding in *Howard Jarvis Taxpayers Association v. City of Los Angeles* that metered water rates are not subject to Proposition 218. The City complied with the notice, hearing and protest procedures in Article XIIID, as further explained by the State Supreme Court in the *Bighorn* Case, with respect to the water rate increases that were approved in 2017. See the caption "THE WATER SYSTEM—Water System Rates and Charges."

On April 20, 2015, the California Court of Appeal, Fourth District, issued an opinion in *Capistrano Taxpayers Association, Inc. v. City of San Juan Capistrano*, 235 Cal. App. 4th 1493 (2015) (the "***SJC* Case**"), upholding tiered water rates under Proposition 218 provided that the tiers correspond to the actual cost of furnishing service at a given level of usage. The opinion included a finding that the City of San Juan Capistrano did not attempt to calculate the actual costs of providing water at various tier levels. The City's residential water rates, which are described under the captions "THE WATER SYSTEM—Water System Rates and Charges" include tiered rates based on usage. The City believes that its current water rates comply with the requirements of Proposition 218, including the *SJC* Case, and expects that any future water rate increases will comply with Proposition 218's procedural and substantive requirements to the extent applicable thereto.

Article XIIIC. Article XIIIC provides that the initiative power may not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge and that the power of initiative to affect local taxes, assessments, fees and charges is applicable to all local governments. Article XIIIC does not define the terms "local tax," "assessment," "fee" or "charge," so it was unclear whether the definitions set forth in Article XIIID referred to above are applicable to Article XIIIC. Moreover, the provisions of Article XIIIC are not expressly limited to local taxes, assessments, fees and charges imposed after November 6, 1996. On July 24, 2006, the State Supreme Court held in the *Bighorn* Case that the provisions of Article XIIIC applied to rates and fees charged for domestic water use. In the decision, the Court noted that the decision did not address whether an initiative to reduce fees and charges could override statutory rate setting obligations.

On November 15, 2018, the California Court of Appeal, Third District, issued an opinion in *Wilde v. City of Dunsmuir* (2018) 29 Cal.App.5th 158 (the "***Wilde* Case**") holding that taxpayers have the right under the Initiative to place a referendum on the ballot and vote on whether to repeal a city's water rates. The *Wilde* Case concerned increases in water rates to fund specific water storage and delivery projects of the city (rather than to fund general operations of a water system) which the court concluded were legislative in nature and therefore subject to referendum. The City has reviewed the *Wilde* Case decision and determined that the decision does not directly impact the City and its water rate structure.

In any event, the City does not believe that Article XIIIC grants to the voters within the City the power (whether by initiative under Article XIIIC or otherwise, or by referendum, which is not authorized under Article XIIIC) to repeal or reduce rates and charges for the Water Service in a manner that would interfere with the contractual obligations of the City or the obligation of the City to maintain and operate the Water System. However, there can be no assurance as to the availability of particular remedies adequate to protect the Beneficial Owners of the Bonds. Remedies that are available to Beneficial Owners of the Bonds in the event of a default by the City are dependent upon judicial actions which are often subject to discretion and delay and could prove both expensive and time-consuming to obtain. So long as the Bonds are held in book-entry form, DTC (or its nominee) will be the sole registered owner of the Bonds and the rights and remedies of the Bond Owners will be exercised through the procedures of DTC.

In addition to the specific limitations on remedies which are contained in the applicable documents themselves, the rights and obligations with respect to the Bonds, the Indenture and the Installment Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought and to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State. The various opinions of counsel to be delivered with respect to such documents, including the opinions of Bond Counsel (the forms of which are set forth in Appendix C), will be similarly qualified.

Future Initiatives

Articles XIIIB, XIIIC and XIIID were adopted as measures that qualified for the ballot pursuant to the State's initiative process. From time to time other initiatives could be proposed and adopted affecting the City's revenues or ability to increase revenues.

CERTAIN RISKS TO BONDHOLDERS

The following information, in addition to the other matters that are described in this Official Statement, should be considered by prospective investors in evaluating the Bonds. However, the following does not purport to be comprehensive, definitive or an exhaustive listing of risks and other considerations that may be relevant to making an investment decision with respect to the Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks. If any risk factor materializes to a sufficient degree, it alone could delay or preclude payment of principal of or interest on the Bonds.

Limited Obligations

The obligation of the City to pay the Series 2019 Installment Payments is a limited obligation of the City and is not secured by a legal or equitable pledge or charge or lien upon any property of the City or any of its income or receipts, except Revenues of the Water System. The obligation of the City to pay the Series 2019 Installment Payments does not constitute an obligation of the City to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

Accuracy of Assumptions

To estimate the Net Revenues available to pay the Series 2019 Installment Payments, the City has made certain assumptions with regard to various matters, including but not limited to future development within the City and increases in revenues resulting therefrom, the rates and charges to be imposed in future years, the expenses associated with operating the Water System and the interest rate at which funds will be invested. The City believes these assumptions to be reasonable, but to the extent that any of such assumptions fail to materialize, the Net Revenues available to pay the Series 2019 Installment Payments will, in all likelihood, be less than those projected herein. See the caption "FINANCIAL INFORMATION—Projected Water System Operating Results and Debt Service Coverage."

Water System Demand

There can be no assurance that the demand for Water Service will occur as described in this Official Statement. Reduction in levels of demand could require an increase in rates or charges in order to comply with the rate covenant. See the caption "SECURITY FOR THE BONDS—Rate Covenant." Demand for Water Service could be reduced or may not occur as projected by the City as a result of reduced levels of development in the City's service area, hydrological conditions, conservation efforts, an economic downturn, mandatory State conservation orders, increased purchases of recycled water (the revenues from which do not constitute Water System Revenues) and other factors. See the caption "THE WATER SYSTEM—Effect of Recycled Water Sales."

System Expenses

General. There can be no assurance that the City's expenses will be consistent with the descriptions in this Official Statement. Operation and Maintenance Costs may vary with groundwater conditions, the cost of imported water and the quality and amount of local supplies as well as treatment costs, regulatory compliance costs, labor costs (including costs related to pension benefits) and other factors.

Much of the City's water supply is sold to the City by other public agencies, and increases in such agencies' costs or changes in such agencies' operations over which the City has no control could impact the City's cost of water to supply its customers. See the caption "THE WATER SYSTEM—Water Supply—Imported Water Supply." Increases in Operation and Maintenance Costs could require an increase in rates or charges in order to comply with the rate covenant. See the caption "SECURITY FOR THE BONDS—Rate Covenant."

Availability of Local Water. In addition to imported water, the City has had broad rights to local water supplies since its founding. See the caption "THE WATER SYSTEM—Water Supply—Local Water Supply." The City expects that local water supplies will continue to be available to it and the Water System in the future, subject to local weather and other conditions. However, in recent decades such use has been the subject of significant litigation among various parties, including a number of Native American bands claiming rights to the water. A settlement of this litigation was authorized by the United States Congress through the San Luis Rey Indian Water Rights Settlement Act, Title I, Public Law 100-675, Act of November 17, 1988, 102 Stat. 4000 (the "**Settlement Act**"). In 2017, the parties reached an agreement to implement the Settlement Act under which the Native American bands received an entitlement to up to five billion gallons of Colorado River water annually and the City and VID will continue to enjoy the benefit of local water supplies from the San Luis Rey River. In addition, to the extent that the Native American bands do not need their full Colorado River imported water entitlement in any year, the City and VID can purchase the excess at market rates.

There can be no assurance that the implementation of the Settlement Act will not result in additional litigation or that other disputes concerning the City's local water supply rights will not arise in the future. If a court or government agency were to reduce or deny the availability of local water supplies, whether as a result of the dispute described above or otherwise, the City could be required to purchase additional imported water in amounts that exceed the projections herein, which likely would result in an increase of Operation and Maintenance Costs. In turn, increased Operation and Maintenance Costs could reduce Net Revenues of the Water System which are available to make the Series 2019 Installment Payments.

Limited Recourse on Default

If the City defaults on its obligation to pay the Series 2019 Installment Payments, the Trustee, as assignee of the Authority, has the right to declare the total unpaid principal amount of the Series 2019 Installment Payments, together with the accrued interest thereon, to be immediately due and payable. However, in the event of a default and such acceleration, there can be no assurance that the City will have sufficient funds to pay such accelerated amounts from Net Revenues.

Rate-Setting Process under Proposition 218

Proposition 218, which added Articles XIIIC and XIIID to the State Constitution, affects the City's ability to maintain existing Water System rates and impose rate increases, and no assurance can be given that future proposals to increase Water System rates will not encounter majority protest opposition or be challenged by initiative action authorized under Proposition 218. In the event that future proposed Water System rate increases cannot be imposed as a result of majority protest or initiative, the City might thereafter be unable to generate Net Revenues in the amounts required by the Installment Purchase Agreement to pay the Series 2019 Installment Payments. The City believes that its current Water System rates approved by the City Council were effected in accordance with the public hearing and majority protest provisions of Proposition 218. See the caption "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES—Proposition 218."

Statutory and Regulatory Compliance

Laws and regulations governing treatment and delivery of water are enacted and promulgated by federal, State and local government agencies. Compliance with these laws and regulations is and will continue to be costly, and, as more stringent standards are developed, such costs will likely increase.

Claims against the Water System for failure to comply with applicable laws and regulations could be significant. Such claims may be payable from assets of the Water System and constitute Operation and Maintenance Costs or from other legally available sources. In addition to claims by private parties, changes in the scope and standards for municipal water systems such as that operated by the City may also lead to administrative orders issued by federal or State regulators. Future compliance with such orders can also impose substantial additional costs on the City. No assurance can be given that the cost of compliance with such laws, regulations and orders would not adversely affect the ability of the City to generate Net Revenues in amounts that are sufficient to pay the Bonds.

Natural Disasters

The occurrence of any natural disaster in the City, including, without limitation, earthquake, wildfire, drought, high winds, landslide or flood, could have an adverse material impact on the economy within the City and the revenues available for the payment of the Bonds and result in substantial damage to and interference with the operations of the Water System. A safety report for parts of the Water System states that there are four known earthquake fault zones located approximately 10 miles to 60 miles from portions of the Water System. Portions of the City's service area may be subject to unpredictable seismic activity. See the caption "THE WATER SYSTEM—Seismic Considerations."

Seismic activity could subject areas of the City to widespread flooding in the event of a failure of Lake Wohlford Dam, although the City has lowered the level of water in Lake Wohlford dam in order to minimize this risk. See the caption "THE WATER SYSTEM—Water Supply—Local Water Supply." However, there can be no assurance that an earthquake would not lead to flood damage in the City.

In addition, several wildfires have burned structures in and near the City in recent years.

The Installment Purchase Agreement does not require the City to maintain earthquake insurance and the City currently does not maintain such insurance. The City maintains liability insurance for the Water System and property casualty insurance (for losses other than from seismic events) for certain portions of the Water System. See the caption "THE CITY—City Insurance." However, there can be no assurance that specific losses will be covered by insurance or, if covered, that claims will be paid in full by the applicable insurers. Furthermore, significant portions of the Water System, including underground pipelines, are not covered by property casualty insurance. Damage to such portions of the Water System as a result of natural disasters would result in uninsured losses to the City.

Limitations on Remedies

The ability of the City to comply with its covenants under the Installment Purchase Agreement and to generate Net Revenues in amounts that are sufficient to pay the Series 2019 Installment Payments may be adversely affected by actions and events outside of the control of the City and may be adversely affected by actions taken (or not taken) by voters, property owners, taxpayers or persons obligated to pay assessments, fees and charges. See the caption "CONSTITUTIONAL LIMITATIONS ON APPROPRIATIONS AND CHARGES—Proposition 218." Furthermore, the remedies that are available to the owners of the Bonds upon the occurrence of an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay and could prove both expensive and time-consuming to obtain.

In addition, usual equity principles may limit the specific enforcement under State law of certain remedies, as may the exercise by the United States of America of the powers delegated to it by the federal Constitution and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium proceedings and other laws relating to or affecting creditors' rights, or the exercise of powers by the federal or State government, if initiated, could subject the Beneficial Owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitations or modification of their rights. Remedies may be limited because the Water System serves an essential public purpose.

The opinions to be delivered by Bond Counsel concurrently with the issuance of the Bonds will be subject to such limitations and the various other legal opinions to be delivered concurrently with the issuance of the Bonds will be similarly qualified. See Appendix C. In the event that the City fails to comply with its covenants under the Installment Purchase Agreement or fails to pay the Series 2019 Installment Payments, which secure the payments of principal of and interest on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interest of the holders of the Bonds.

Loss of Tax Exemption

In order to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, the Authority and the City have covenanted in the Indenture and the Installment Purchase Agreement, respectively, to comply with the applicable requirements of the Internal Revenue Code of 1986, as amended (the "**Code**"), and not to take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Bonds thereunder. Interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of issuance of such Bonds as a result of acts or omissions of the Authority or the City in violation of this or other covenants in the Indenture or the Installment Purchase Agreement. The Bonds are not subject to redemption or any increase in interest rates should an event of taxability occur and will remain outstanding until maturity or prior redemption in accordance with the provisions contained in the Indenture. See the caption "TAX EXEMPTION."

Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that the Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Parity Obligations

The Installment Purchase Agreement permits the City to enter into Parity Bonds and Contracts payable from Net Revenues on a parity with the Series 2019 Installment Payments, which secure the Bonds, subject to the terms and conditions set forth therein. The entry into of additional Parity Bonds and Contracts could result in reduced Net Revenues available to pay the Series 2019 Installment Payments. The City has covenanted to maintain coverage of at least 120% of Debt Service, as further described under the caption "SECURITY FOR THE BONDS—Additional Parity Bonds and Contracts."

Climate Change

The State has historically been susceptible to wildfires and hydrologic variability. As greenhouse gas emissions continue to accumulate in the atmosphere as a result of economic activity, climate change is expected to intensify, increasing the frequency, severity and timing of extreme weather events such as coastal storm surges, drought, wildfires, floods and heat waves, and raising sea levels. The future fiscal impact of climate change on the Water System is difficult to predict, but it could be significant and it could have a material adverse effect on the City's finances by requiring greater expenditures to counteract the effects of climate change or by changing the business and activities of Water System customers.

Cyber Security

Municipal agencies, like other business entities, face significant risks relating to the use and application of computer software and hardware. Recently, there have been significant cyber security incidents affecting municipal agencies, including a freeze affecting computer systems of the City of Atlanta, an attack on the City of Baltimore's 911 system, an attack on the Colorado Department of Transportation's computers and an attack that resulted in the temporary closure of the Port of Los Angeles' largest terminal.

The City employs a multi-level cyber protection scheme that includes firewalls (both host-based and network-based), anti-virus software, anti-spam/malware software, intrusion protection, domain name system filtering software and other measures. The City contracts with third party vendors to perform an external audit of its network every two years and performs a similar internal audit annually. The next external audit will occur in 2020. The City also contracts with third party vendors to monitor and augment internal monitoring of the City's computer systems. The City's network topology employs firewalls at the core of its network to inspect, categorize and accept or reject all traffic between its internal and external virtual local area networks and networks. In 2019, the City implemented Deep Packet Inspection of Secure Sockets Layer traffic along with Capture Advanced Threat Protection on the firewalls (Capture ATP). With these features enabled, all network traffic, including Secure Sockets Layer encrypted traffic, is inspected. Email is inspected inbound and outbound by a cloud email filtering service. This prevents most malicious email traffic from ever traversing the City's Internet links. To further protect against the specific threat of file/Server Message Blocking-based attacks such as crypto viruses, the City employs numerous file screens and filtering on its servers to catch and prevent this class of attack before it is able to cause damage.

To date, the City has not experienced a successful attack against its network and servers. However, there can be no assurance that a future attack or attempted attack would not result in disruption of City operations. The City expects that any such disruptions would be temporary in nature due to its backup/restore procedures and disaster recovery planning.

THE AUTHORITY

The Authority is a public body that is duly organized and existing under the Joint Exercise of Powers Agreement, dated November 15, 1991 (the "**JPA Agreement**"), by and between the City and the Successor Agency to the Community Development Commission of the City of Escondido (the "**Successor Agency**"), and under the Constitution and laws of the State. The Authority was formed for the purpose of assisting in the

financing and refinancing of capital improvement projects of the City and related entities and to finance working capital for the City by exercising the powers referred to in the JPA Agreement, including the power to issue bonds to pay the costs of public improvements. Neither the City nor the Successor Agency is responsible for repayment of the obligations of the other. The members of the Board of Directors of the Authority are the Mayor and members of the City Council of the City.

APPROVAL OF LEGAL PROCEEDINGS

The valid, legal and binding nature of the Bonds is subject to the approval of Stradling Yocca Carlson & Rauth, a Professional Corporation, acting as Bond Counsel. The forms of such legal opinions are set forth in Appendix C, and such legal opinions will be attached to each applicable Bond. Certain matters will be passed upon for the City and the Authority by Michael McGuinness, Esq., the City Attorney and General Counsel to the Authority, and by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Disclosure Counsel, for the Underwriter by its counsel, Jones Hall, A Professional Law Corporation, San Francisco, California, and for the Trustee by its counsel.

LITIGATION

City

General. At the time of delivery of and payment for the Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the City, threatened against the City affecting the existence of the City or the titles of its directors or officers to their respective offices or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Installment Purchase Agreement and the Indenture, or that would have a material adverse effect on the City's ability to pay the Series 2019 Installment Payments, or in any way contesting or affecting the validity or enforceability of the Bonds, the Indenture, the Installment Purchase Agreement or any action of the City contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any of said documents, nor to the knowledge of the City, is there any basis therefor.

SDCWA-MWD Litigation. As described under the caption "THE WATER SYSTEM—Water Supply—Imported Water Supply," the majority of the water served by the Water System is purchased from SDCWA, a member agency of MWD which receives water through MWD. In 2010, 2012, 2014, 2016 and 2018, SDCWA filed lawsuits against MWD challenging MWD's adoption of water rates and charges effective January 1, 2011 through January 1, 2020. The 2010 and 2012 lawsuits were coordinated and proceeded to trial, while the 2014, 2016, and 2018 cases have been stayed by the court, pending final resolution of the 2010 and 2012 cases. The City is a member of SDCWA but was not a party to the litigation.

SDCWA alleged in the lawsuits that MWD's water rates improperly allocated certain MWD costs, resulting in an overcharge to SDCWA. SDCWA alleged that such costs should be reclassified and reallocated so that MWD's remaining members bear a larger share of the financial burden. On April 24, 2014, the trial court (San Francisco Superior Court) issued a final statement of decision in favor of SDCWA, finding no substantial evidence in the administrative record to support the inclusion of certain cost elements in MWD's water rates (in particular, MWD's System Access Rate and Water Stewardship Rate). The court could not lawfully order MWD to adopt a particular rate structure.

Other claims in the lawsuits included the following: (a) a claim for declaratory relief based on MWD's alleged miscalculation of SDCWA's preferential rights to water; and (b) a claim for breach of an agreement known as the Exchange Agreement against MWD. The parties disputed the correct measure of damages for a breach of the Exchange Agreement, and whether the court could properly award damages. Final judgment was

entered by the court on November 18, 2015 in favor of SDCWA and against MWD on most of such other causes of action.

MWD and the member agencies appealed the trial court decision. On June 21, 2017, the California Court of Appeal issued an opinion (*San Diego County Water Authority v. Metropolitan Water District of Southern California (2017) 12 Cal. App. 5th 1124, as modified on denial of rehearing (July 18, 2017), review denied (Sept. 27, 2017*)), reversing the judgment and vacating a peremptory writ of mandate. The Court of Appeal remanded the case back to the trial court for recalculation of damages and entered declaratory relief on the rate structure integrity clause. The Court of Appeal also ordered a redetermination of the prevailing party and that the parties bear their respective costs and attorney fees incurred on the appeal and cross-appeal.

On appeal, the central issue in dispute was cost allocation of charges imposed by MWD for transporting ("**wheeling**") water purchased from a third party. The court held that the inclusion of MWD's system-wide transportation costs in the calculation of its wheeling rate, including charges paid to the State Water Project, did not violate the wheeling statutes or the terms of the Exchange Agreement. The court affirmed the trial court's finding that the wheeling rate cannot include MWD's Water Stewardship Rate (which was designed to fund a water conservation program) because the Water Stewardship Rate is supply-related, not transportation-related, and its inclusion as a component of the wheeling rate and Exchange Agreement transportation rates was unlawful. The Court of Appeal also found that SDCWA is entitled to recover the overcharges that resulted from inclusion of such charges in MWD's water rates.

The City's cost to purchase water from SDCWA constitutes an Operation and Maintenance Cost of the Water System. As a result of the Court of Appeal's decision, and depending upon the actions of the trial court on the issues that were remanded, the City's water charges paid to SDCWA could decrease, although the City is unable to predict the timing or amount of any such decreases. The projected operating results of the Water System which are set forth under the caption "FINANCIAL INFORMATION—Projected Water System Operating Results and Debt Service Coverage" do not reflect any adjustments in SDCWA imported water rates as a result of the lawsuit.

Authority

At the time of delivery of and payment for the Bonds, the Authority will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or, to the knowledge of the Authority, threatened against the Authority affecting the existence of the Authority or the titles of its directors or officers to their respective offices or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Installment Purchase Agreement and the Indenture, or that would have a material adverse effect on the Authority's ability to pay the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Indenture, the Installment Purchase Agreement or any action of the Authority contemplated by any of said documents, or in any way contesting the completeness or accuracy of this Official Statement or any amendment or supplement thereto, or contesting the powers of the Authority or its authority with respect to the Bonds or any action of the Authority contemplated by any of said documents, nor to the knowledge of the Authority, is there any basis therefor.

TAX EXEMPTION

2019A Bonds

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California, Bond Counsel ("**Bond Counsel**"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the 2019A Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative

minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the 2019A Bonds is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the 2019A Bonds is based upon certain representations of fact and certifications made by the Authority, the City and others and is subject to the condition that the Authority and the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the 2019A Bonds to assure that interest (and original issue discount) on the 2019A Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the 2019A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2019A Bonds. The Authority and the City have covenanted to comply with all such requirements.

In the opinion of Bond Counsel, the difference between the issue price of a 2019A Bond (the first price at which a substantial amount of the 2019A Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity of such 2019A Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Beneficial Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Beneficial Owner will increase the Beneficial Owner's basis in the applicable 2019A Bond. The amount of original issue discount that accrues to the Beneficial Owner of a 2019A Bond is excluded from the gross income of such Beneficial Owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals, and is exempt from State of California personal income tax.

The amount by which a 2019A Bond Owner's original basis for determining loss on sale or exchange in the applicable 2019A Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which must be amortized under Section 171 of the Code; such amortizable bond premium reduces the 2019A Bond Owner's basis in the applicable 2019A Bond (and the amount of tax-exempt interest received with respect to the 2019A Bonds), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a 2019A Bond Owner realizing a taxable gain when a 2019A Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the 2019A Bond to the Owner. Purchasers of the 2019A Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The IRS has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the 2019A Bonds will be selected for audit by the IRS. It is also possible that the market value of the 2019A Bonds might be affected as a result of such an audit of the 2019A Bonds (or by an audit of similar municipal obligations). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the 2019A Bonds to the extent that it adversely affects the exclusion from gross income of interest (and original issue discount) on the 2019A Bonds or their market value.

SUBSEQUENT TO THE ISSUANCE OF THE 2019A BONDS THERE MIGHT BE FEDERAL, STATE OR LOCAL STATUTORY CHANGES (OR JUDICIAL OR REGULATORY CHANGES TO OR INTERPRETATIONS OF FEDERAL, STATE OR LOCAL LAW) THAT AFFECT THE FEDERAL, STATE OR LOCAL TAX TREATMENT OF THE 2019A BONDS, INCLUDING THE IMPOSITION OF ADDITIONAL FEDERAL INCOME OR STATE TAXES BEING IMPOSED ON OWNERS OF TAX-EXEMPT STATE OR LOCAL OBLIGATIONS, SUCH AS THE 2019A BONDS. THESE CHANGES COULD ADVERSELY AFFECT THE MARKET VALUE OR LIQUIDITY OF THE 2019A BONDS. NO ASSURANCE CAN BE GIVEN THAT SUBSEQUENT TO THE ISSUANCE OF THE 2019A BONDS STATUTORY CHANGES WILL NOT BE INTRODUCED OR ENACTED OR JUDICIAL OR REGULATORY INTERPRETATIONS WILL NOT OCCUR HAVING THE EFFECTS DESCRIBED

ABOVE. BEFORE PURCHASING ANY OF THE 2019A BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR TAX ADVISORS REGARDING POSSIBLE STATUTORY CHANGES OR JUDICIAL OR REGULATORY CHANGES OR INTERPRETATIONS, AND THEIR COLLATERAL TAX CONSEQUENCES RELATING TO THE 2019A BONDS.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Indenture and the Tax Certificate relating to the 2019A Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) for federal income tax purposes with respect to any 2019A Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the 2019A Bonds is excluded from gross income for federal income tax purposes provided that the Authority and the City continue to comply with certain requirements of the Code, the ownership of the 2019A Bonds and the accrual or receipt of interest (and original issue discount) on the 2019A Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the 2019A Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the 2019A Bonds.

Should interest (and original issue discount) on the 2019A Bonds become includable in gross income for federal income tax purposes, the 2019A Bonds are not subject to early redemption and will remain outstanding until maturity or until redeemed in accordance with the Indenture.

A copy of the proposed form of opinion of Bond Counsel for the 2019A Bonds is set forth in Appendix C.

2019B Bonds

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the 2019B Bonds is *not* excluded from gross income for federal income tax purposes under Section 103 of the Code, but is exempt from State of California personal income tax.

With certain exceptions, the difference between the issue price of a 2019B Bond (the first price at which a substantial amount of the 2019B Bonds of the same maturity is to be sold to the public) and the stated redemption price at maturity with respect to such 2019B Bond (to the extent the redemption price at maturity is greater than the issue price) constitutes original issue discount. Original issue discount accrues under a constant yield method. The amount of original issue discount deemed received by the Beneficial Owner of a 2019B Bond will increase the Beneficial Owner's basis in the 2019B Bond. Beneficial Owners of the 2019B Bonds should consult their own tax advisors with respect to taking into account any original issue discount on the 2019B Bonds.

The amount by which a Beneficial Owner's original basis for determining loss on sale or exchange in the applicable 2019B Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable bond premium, which the Beneficial Owner of a 2019B Bond may elect to amortize under Section 171 of the Code; such amortizable bond premium reduces the Beneficial Owner's basis in the applicable 2019B Bond (and the amount of taxable interest received with respect to the 2019B Bonds), and is deductible for federal income tax purposes. The basis reduction as a result of the amortization of bond premium may result in a Beneficial Owner realizing a taxable gain when a 2019B Bond is sold by the Beneficial Owner for an amount equal to or less (under certain circumstances) than the original cost of the 2019B

Bond to the Beneficial Owner. The Beneficial Owners of the 2019B Bonds that have a basis in the 2019B Bonds that is greater than the principal amount of the 2019B Bonds should consult their own tax advisors with respect to whether or not they should elect such premium under Section 171 of the Code.

The tax discussion set forth above is included for general information only and may not be applicable depending upon a 2019B Bond Owner's particular situation. The ownership and disposal of the 2019B Bonds and the accrual or receipt of interest on the 2019B Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. BEFORE PURCHASING ANY OF THE 2019B BONDS, ALL POTENTIAL PURCHASERS SHOULD CONSULT THEIR INDEPENDENT TAX ADVISORS WITH RESPECT TO THE TAX CONSEQUENCES RELATING TO THE 2019B BONDS AND THE TAXPAYER'S PARTICULAR CIRCUMSTANCES.

A copy of the proposed form of opinion of Bond Counsel for the 2019B Bonds is set forth in Appendix C.

CONTINUING DISCLOSURE

The City has covenanted in a Continuing Disclosure Certificate, dated the date of issuance of the Bonds (the "**Continuing Disclosure Certificate**"), for the benefit of the Owners and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the City by not later than each April 1 following the end of the City's Fiscal Year (currently its Fiscal Year ends on June 30) (the "**Annual Report**"), and to provide notices of the occurrence of certain enumerated events. The Annual Report and the notices of enumerated events will be filed by the City with EMMA. The specific nature of the information to be contained in the Annual Report and the notice of enumerated events is set forth in Appendix E. These covenants have been made in order to assist the Underwriter in complying with Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission.

In each of the past five years, the City filed its audited financial statements with EMMA after the date (December 1) by which such statements were required to be filed under a continuing disclosure agreement relating to the issuance of the City of Escondido Reassessment District No. 98-1 (Rancho San Pasqual) Limited Obligation Refunding Bonds. The City's audited financial statements were filed as soon as they were available, but the City did not file unaudited financial statements or notices that the audited financial statements would be filed late. Except as described in this paragraph, the City and its related entities (including the Authority) have not failed to comply with the terms of their prior continuing disclosure undertakings in any material respect in the last five years.

In order to assure compliance with its continuing disclosure obligations going forward, the City has adopted continuing disclosure compliance policies and procedures as part of its debt management policy. See the caption "THE CITY—Governance and Management—Management Policies—Debt Management Policy." In addition, the City has retained Special District Financing and Administration to assist it with preparing and submitting the City's continuing disclosure filings.

RATING

The Authority expects that S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("**S&P**"), will assign the Bonds the rating of "__".

There is no assurance that the credit rating given to the Bonds will be maintained for any period of time or that a rating may not be lowered or withdrawn entirely by S&P, if in the judgment of S&P, circumstances so warrant. Any downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds. Such rating reflects only the views of S&P, and an explanation of the significance of such rating may be obtained from S&P. Generally, rating agencies base their ratings on information and materials that is

furnished to them (which may include information and material from the City that is not included in this Official Statement) and on investigations, studies and assumptions by the rating agencies.

The City has covenanted in the Continuing Disclosure Certificate to file notices of any rating changes on the Bonds with EMMA. See the caption "CONTINUING DISCLOSURE" and Appendix E. Notwithstanding such covenant, information relating to rating changes on the Bonds may be publicly available from S&P prior to such information being provided to the City and prior to the date by which the City is obligated to file a notice of rating change. Purchasers of the Bonds are directed to the rating agencies and their respective websites and official media outlets for the most current rating with respect to the Bonds after the initial issuance of the Bonds.

In providing a rating on the Bonds, S&P may have performed independent calculations of coverage ratios using its own internal formulas and methodology, which may not reflect the provisions of the Indenture or the Installment Purchase Agreement. The City makes no representations as to any such calculations, and such calculations should not be construed as a representation by the City as to past or future compliance with any financial covenants, the availability of particular revenues for the payment of debt service or for any other purpose.

MUNICIPAL ADVISOR

The City has retained CSG Advisors Incorporated, San Francisco, California (the "**Municipal Advisor**") as its municipal advisor in connection with the sale of the Bonds. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume any responsibility for the accuracy, completeness or fairness of the information contained herein.

The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

UNDERWRITING

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**") pursuant to a purchase agreement, dated the date hereof, by and among the Authority, the City and the Underwriter. The Underwriter will purchase the Bonds from the Authority at an aggregate purchase price of $_____, representing the principal amount of the Bonds, plus/less $_____ of net original issue premium/discount and less $_____ of Underwriter's discount.

The initial public offering prices stated on the inside front cover of this Official Statement may be changed from time to time by the Underwriter. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts), dealer banks, banks acting as agents and others at prices lower than said public offering prices.

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MISCELLANEOUS

Insofar as any statements made in this Official Statement involve matters of opinion or of estimates, whether or not expressly stated, they are set forth as such and not as representations of fact. No representation is made that any of such statements made will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the Owners of the Bonds.

The execution and delivery of this Official Statement have been duly authorized by the Authority and the City.

ESCONDIDO JOINT POWERS FINANCING AUTHORITY

By:_____
Executive Director

CITY OF ESCONDIDO

By:_____
City Manager

APPENDIX A

CITY FINANCIAL STATEMENTS

APPENDIX B

DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE INSTALLMENT PURCHASE AGREEMENT AND THE INDENTURE

The following is a summary of certain provisions of the Installment Purchase Agreement and the Indenture that are not described elsewhere. This summary does not purport to be comprehensive and reference should be made to the applicable document for a full and complete statement of the provisions thereof.

[TO COME]

APPENDIX C

FORMS OF OPINIONS OF BOND COUNSEL

Upon issuance of the 2019A Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, proposes to render its final approving opinion in substantially the following form:

November __, 2019

Escondido Joint Powers Financing Authority
c/o City of Escondido
550 East 6th Street
Escondido, California 92223

Re: $_____ Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019A

Members of the Board of Directors:

We have acted as Bond Counsel to the Escondido Joint Powers Financing Authority (the "Authority") in connection with the issuance of $_____ aggregate principal amount of Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019A (the "Bonds"). The Bonds have been issued by the Authority pursuant to the terms of the Indenture of Trust, dated as of November 1, 2019 (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee").

The Bonds are limited obligations of the Authority payable solely from payments to be made by the City of Escondido (the "City") to the Authority pursuant to an Installment Purchase Agreement, dated as of November 1, 2019 (the "Installment Purchase Agreement"), by and between the City and the Authority, and from certain funds and accounts established under the Indenture.

In connection with our representation, we have examined a certified copy of the proceedings relating to the Bonds. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigations.

Based upon the foregoing and after examination of such questions of law as we have deemed relevant in the circumstances, but subject to the limitations set forth herein, we are of the opinion that:

1. The proceedings of the Authority show lawful authority for the issuance and sale by the Authority of the Bonds under the laws of the State of California (the "State") now in force, and the Indenture has been duly authorized, executed and delivered by the Authority, and, assuming due authorization, execution and delivery by the Trustee, as appropriate, the Bonds and the Indenture are valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms.

2. The obligation of the Authority to make the payments of principal and interest on the Bonds from Authority Revenues (as such term is defined in the Indenture) is an enforceable obligation of the Authority and does not constitute an indebtedness of the Authority in contravention of any constitutional or statutory debt limit or restriction.

3. Under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest

(and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals.

4. Interest (and original issue discount) on the Bonds is exempt from State personal income tax.

5. The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of the same series and maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bonds constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner's basis in the Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the owner of the Bond is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State personal income tax.

6. The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Internal Revenue Code of 1986, as amended (the "Code"); such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable bond premium.

The opinions that are expressed herein as to the exclusion from gross income of interest on the Bonds are based upon certain representations of fact and certifications made by the City and the Authority and are subject to the condition that the City and the Authority comply with all requirements of the Code that must be satisfied subsequent to issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City and the Authority have covenanted to comply with all such requirements.

The opinions that are expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds terminates on the date of their issuance. The Indenture, the Installment Purchase Agreement and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes if any such action is taken or omitted based upon the opinion or advice of counsel other than ourselves. Other than expressly stated herein, we express no other opinion regarding tax consequences with respect to the Bonds.

Our opinion is limited to matters governed by the laws of the State and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

The opinions that are expressed herein are based upon our analysis and interpretation of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. We call attention to the fact that the rights and obligations under the Indenture, the Installment Purchase Agreement and the Bonds are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if

equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and expressly disclaim any duty to advise the Owners of the Bonds with respect to matters contained in the Official Statement.

Respectfully submitted,

Upon issuance of the 2019B Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, proposes to render its final approving opinion in substantially the following form:

November __, 2019

Escondido Joint Powers Financing Authority
c/o City of Escondido
550 East 6th Street
Escondido, California 92223

Re: $_____ Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019B (Taxable)

Members of the Board of Directors:

We have acted as Bond Counsel to the Escondido Joint Powers Financing Authority (the "Authority") in connection with the issuance of $_____ aggregate principal amount of Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019B (Taxable) (the "Bonds"). The Bonds have been issued by the Authority pursuant to the terms of the Indenture of Trust, dated as of November 1, 2019 (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee").

The Bonds are limited obligations of the Authority payable solely from payments to be made by the City of Escondido (the "City") to the Authority pursuant to an Installment Purchase Agreement, dated as of November 1, 2019 (the "Installment Purchase Agreement"), by and between the City and the Authority, and from certain funds and accounts established under the Indenture.

In connection with our representation, we have examined a certified copy of the proceedings relating to the Bonds. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigations.

Based upon the foregoing and after examination of such questions of law as we have deemed relevant in the circumstances, but subject to the limitations set forth herein, we are of the opinion that:

1. The proceedings of the Authority show lawful authority for the issuance and sale by the Authority of the Bonds under the laws of the State of California (the "State") now in force, and the Indenture has been duly authorized, executed and delivered by the Authority, and, assuming due authorization, execution and delivery by the Trustee, as appropriate, the Bonds and the Indenture are valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms.

2. The obligation of the Authority to make the payments of principal and interest on the Bonds from Authority Revenues (as such term is defined in the Indenture) is an enforceable obligation of the Authority and does not constitute an indebtedness of the Authority in contravention of any constitutional or statutory debt limit or restriction.

3. Interest on the Bonds is exempt from State personal income tax.

The opinions that are expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. Our engagement with respect to the Bonds terminates on the date of their issuance. The Indenture and the Installment Purchase Agreement relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of Bond Counsel is provided with respect

thereto. Other than expressly stated herein, we express no other opinion regarding tax consequences with respect to the Bonds.

Our opinion is limited to matters governed by the laws of the State and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

The opinions that are expressed herein are based upon our analysis and interpretation of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. We call attention to the fact that the rights and obligations under the Indenture, the Installment Purchase Agreement and the Bonds are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State.

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and expressly disclaim any duty to advise the Owners of the Bonds with respect to matters contained in the Official Statement.

Respectfully submitted

APPENDIX D

INFORMATION CONCERNING DTC

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the Authority, the City and the Underwriter believe to be reliable, but none of the Authority, the City or the Underwriter takes any responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value, if any, and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered bond will be issued for each annual maturity of the Bonds, each in the aggregate principal amount of such annual maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Bond Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Trustee, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Trustee's DTC account. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, physical certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, bonds will be printed and delivered to DTC.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES TO OWNERS ONLY TO DTC. ANY FAILURE OF DTC TO ADVISE ANY DTC PARTICIPANT, OR OF ANY DTC PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER, OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OF SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

Upon the issuance of the Bonds, the City proposes to enter into a Continuing Disclosure Agreement in substantially the following form:

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Escondido (the "City") in connection with the issuance of the $_____ Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019A and Series 2019B (Taxable) (collectively, the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of November 1, 2019 (the "Indenture"), by and between The Bank of New York Mellon Trust Company, N.A., as trustee, and the Escondido Joint Powers Financing Authority. The City covenants and agrees as follows:

1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

Annual Report. The term "Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

Beneficial Owner. The term "Beneficial Owner" means any person which: (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Bonds for federal income tax purposes.

EMMA. The term "EMMA" means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org/.

Financial Obligation. The term "Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Fiscal Year. The term "Fiscal Year" means the one-year period ending on the last day of June of each year.

Holder. The term "Holder" means a registered owner of the Bonds.

Listed Events. The term "Listed Events" means any of the events listed in Sections 5(a) and (b) of this Disclosure Certificate.

Official Statement. The term "Official Statement" means the Official Statement dated November __, 2019 relating to the Bonds.

Participating Underwriter. The term "Participating Underwriter" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

Rule. The term "Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

3. Provision of Annual Reports.

(a) The City shall provide not later than each April 1 following the end of its Fiscal Year (commencing April 1, 2020 with a report for Fiscal Year 2019) to EMMA an Annual Report relating to the immediately preceding Fiscal Year which is consistent with the requirements of Section 4 of this Disclosure Certificate, which Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the City is unable to provide to EMMA an Annual Report by the date required in subsection (a), the City shall send to EMMA a notice in the manner prescribed by the Municipal Securities Rulemaking Board.

4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Disclosure Report and audited financial statements will be provided when and if available; and

(b) To the extent not contained in the audited financial statements, updates of the below-listed financial information and operating data relating to the Bonds and the City substantially similar to the information and data contained in the Official Statement; provided that such information shall be updated only for the last completed Fiscal Year prior to the filing of the Annual Report:

1. Principal amount of the Bonds outstanding.

2. The information under the caption "THE WATER SYSTEM—Historical Water System Service Connections and Production" in the Official Statement.

3. The information under the caption "THE WATER SYSTEM—Historical Water Usage" in the Official Statement.

4. The information under the caption "THE WATER SYSTEM—Largest Water System Customers" in the Official Statement.

5. The information under the caption "THE WATER SYSTEM—Water Rates and Charges" (limited to tabular information) in the Official Statement.

6. The information under the caption "FINANCIAL INFORMATION—Historical Water System Operating Results and Debt Service Coverage" in the Official Statement.

7. A description of additional Parity Bonds or Contracts (as such terms are defined in the Official Statement) issued or executed by the City during the most recently completed Fiscal Year.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA; provided, that if any document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board; and provided further, that the City shall clearly identify each such document so included by reference.

5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability or Notices of Proposed Issue (IRS Form 5701 TEB);

6. tender offers;

7. defeasances;

8. ratings changes; and

9. bankruptcy, insolvency, receivership or similar proceedings.

Note: For the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

10. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. unless described in Section 5(a)(5), other notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other events affecting the tax status of the Bonds;

2. modifications to the rights of Bond Holders;

3. optional, unscheduled or contingent Bond redemptions;

4. release, substitution or sale of property securing repayment of the Bonds;

5. non-payment related defaults;

6. the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

7. appointment of a successor or additional trustee or the change of the name of a trustee; and

8. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.

(c) If the City determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall file a notice of such occurrence with EMMA in a timely manner not more than ten (10) Business Days after the event.

6. Customarily Prepared and Public Information. Upon request, the City shall provide to any person financial information and operating data regarding the City which is customarily prepared by the City and is publicly available.

7. Termination of Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior prepayment or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that, in the opinion of nationally recognized bond counsel, such amendment or waiver is permitted by the Rule.

9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall not thereby have any obligation under this Disclosure Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

10. Default. In the event of a failure of the City to file an annual report under Section 4 hereof or to file a report of a listed event under Section 5 hereof, any Holders or Beneficial Owners of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to make such filing. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

No Holder or Beneficial Owner of the Bonds may institute such action, suit or proceeding to compel performance unless they shall have first delivered to the City satisfactory written evidence of their status as such, and a written notice of and request to cure such failure, and the City shall have refused to comply therewith within a reasonable time.

11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: November __, 2019

CITY OF ESCONDIDO

By: _____
Its: City Manager

ATTACHMENT 6

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Escondido (the "City") in connection with the issuance of the $_____ Escondido Joint Powers Financing Authority Water System Revenue Refunding Bonds, Series 2019A and Series 2019B (Taxable) (collectively, the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of November 1, 2019 (the "Indenture"), by and between The Bank of New York Mellon Trust Company, N.A., as trustee, and the Escondido Joint Powers Financing Authority. The City covenants and agrees as follows:

1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

Annual Report. The term "Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

Beneficial Owner. The term "Beneficial Owner" means any person which: (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Bonds for federal income tax purposes.

EMMA. The term "EMMA" means the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org/.

Financial Obligation. The term "Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Fiscal Year. The term "Fiscal Year" means the one-year period ending on the last day of June of each year.

Holder. The term "Holder" means a registered owner of the Bonds.

Listed Events. The term "Listed Events" means any of the events listed in Sections 5(a) and (b) of this Disclosure Certificate.

Official Statement. The term "Official Statement" means the Official Statement dated November __, 2019 relating to the Bonds.

Participating Underwriter. The term "Participating Underwriter" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

Rule. The term "Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

3. Provision of Annual Reports.

(a) The City shall provide not later than each April 1 following the end of its Fiscal Year (commencing April 1, 2020 with a report for Fiscal Year 2019) to EMMA an Annual Report relating to the immediately preceding Fiscal Year which is consistent with the requirements of Section 4 of this Disclosure Certificate, which Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the City is unable to provide to EMMA an Annual Report by the date required in subsection (a), the City shall send to EMMA a notice in the manner prescribed by the Municipal Securities Rulemaking Board.

4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) The audited financial statements of the City for the prior Fiscal Year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Disclosure Report and audited financial statements will be provided when and if available; and

(b) To the extent not contained in the audited financial statements, updates of the below-listed financial information and operating data relating to the Bonds and the City substantially similar to the information and data contained in the Official Statement; provided that such information shall be updated only for the last completed Fiscal Year prior to the filing of the Annual Report:

1. Principal amount of the Bonds outstanding.

2. The information under the caption "THE WATER SYSTEM—Historical Water System Service Connections and Production" in the Official Statement.

3. The information under the caption "THE WATER SYSTEM—Historical Water Usage" in the Official Statement.

4. The information under the caption "THE WATER SYSTEM—Largest Water System Customers" in the Official Statement.

5. The information under the caption "THE WATER SYSTEM—Water Rates and Charges" (limited to tabular information) in the Official Statement.

6. The information under the caption "FINANCIAL INFORMATION—Historical Water System Operating Results and Debt Service Coverage" in the Official Statement.

7. A description of additional Parity Bonds or Contracts (as such terms are defined in the Official Statement) issued or executed by the City during the most recently completed Fiscal Year.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA; provided, that if any document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board; and provided further, that the City shall clearly identify each such document so included by reference.

5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability or Notices of Proposed Issue (IRS Form 5701 TEB);

6. tender offers;

7. defeasances;

8. ratings changes; and

9. bankruptcy, insolvency, receivership or similar proceedings.

Note: For the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

10. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. unless described in Section 5(a)(5), other notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other events affecting the tax status of the Bonds;

2. modifications to the rights of Bond Holders;

3. optional, unscheduled or contingent Bond redemptions;

4. release, substitution or sale of property securing repayment of the Bonds;

5. non-payment related defaults;

6. the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

7. appointment of a successor or additional trustee or the change of the name of a trustee; and

8. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material.

(c) If the City determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall file a notice of such occurrence with EMMA in a timely manner not more than ten (10) Business Days after the event.

6. Customarily Prepared and Public Information. Upon request, the City shall provide to any person financial information and operating data regarding the City which is customarily prepared by the City and is publicly available.

7. Termination of Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior prepayment or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that, in the opinion of nationally recognized bond counsel, such amendment or waiver is permitted by the Rule.

9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure

Certificate. If the City chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall not thereby have any obligation under this Disclosure Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

10. Default. In the event of a failure of the City to file an annual report under Section 4 hereof or to file a report of a listed event under Section 5 hereof, any Holders or Beneficial Owners of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to make such filing. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

No Holder or Beneficial Owner of the Bonds may institute such action, suit or proceeding to compel performance unless they shall have first delivered to the City satisfactory written evidence of their status as such, and a written notice of and request to cure such failure, and the City shall have refused to comply therewith within a reasonable time.

11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: November __, 2019

CITY OF ESCONDIDO

By: _____
Its: City Manager

RESOLUTION NO. 2019-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO APPROVING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF CAUSING THE ISSUANCE OF NOT TO EXCEED $56,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019, AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS (WATER SYSTEM)

WHEREAS, in 2007, the City Council (the "City Council") of the City of Escondido (the "City"), a municipal corporation that is duly organized and existing under the general laws of the State of California (the "State"), previously financed the acquisition and construction of certain existing improvements, betterments, renovations and expansions of facilities within its water system (collectively, the "2007 Project"); and

WHEREAS, in 2012, the City Council also previously financed and refinanced the acquisition and construction of certain other existing improvements, betterments, renovations and expansions of facilities within its water system (collectively, the "2012 Project"); and

WHEREAS, the City proposes to undertake the refinancing of the 2007 Project and the 2012 Project; and

WHEREAS, the City is a member of the Escondido Joint Powers Financing Authority (the "Authority"), a public entity that is duly organized and existing under a joint exercise of powers agreement and under the Constitution and laws of the State; and

WHEREAS, the Authority has agreed to issue its Water System Revenue Refunding Bonds, Series 2019A (the "2019A Bonds") to assist the City in refinancing the 2007 Project; and

WHEREAS, the Authority has agreed to issue its Water System Revenue Refunding Bonds, Series 2019B (Taxable) (the "2019B Bonds" and, together with the 2019A Bonds, the "Bonds") to assist the City in refinancing the 2012 Project; and

WHEREAS, the Bonds are to be secured by installment payments to be made pursuant to the Installment Purchase Agreement, which installment payments will be payable from net revenues of the City's water system to the extent set forth in the Installment Purchase Agreement; and

WHEREAS, the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), will enter into an Indenture of Trust (the "Indenture"), to provide for the issuance and security of the Bonds and to provide for the refinancing of the 2007 Project and the 2012 Project; and

WHEREAS, the City desires to execute a Continuing Disclosure Certificate, to be dated the closing date of the Bonds (the "Continuing Disclosure Certificate"), in order to provide updates of certain information relating to the City and its water system while the Bonds are outstanding; and

WHEREAS, the City desires to execute an Escrow Agreement (2012 Bonds) (the "Escrow Agreement") with the Authority and The Bank of New York Mellon Trust

Company, N.A., as escrow agent, to effect the refinancing of the bonds that financed the 2012 Project; and

WHEREAS, the City desires to execute and deliver a bond purchase agreement (the "Purchase Contract") with the Authority and Stifel, Nicolaus & Company, Incorporated, as underwriter of the Bonds (the "Underwriter"), with respect to the Bonds; and

WHEREAS, in order to effect a public sale of the Bonds to the Underwriter, the City is required under federal securities laws and regulations to prepare a preliminary official statement (the "Preliminary Official Statement") disclosing material information about the Bonds, the City and the City's water system; and

WHEREAS, the City wishes to approve the Preliminary Official Statement for the Bonds, which has been prepared by the City and the Authority with the assistance of Stradling Yocca Carlson & Rauth, a Professional Corporation, as disclosure counsel ("Disclosure Counsel");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido that:

SECTION 1. The City Council hereby specifically finds and declares that each of the statements, findings and determinations of the City Council that are set forth in the above recitals and in the preambles of the documents that are approved herein are true and correct and that: (a) the refinancing of the 2007 Project and the 2012 Project will result in significant public benefits to the citizens of the City of the type that is described

in Section 6586 of the Marks-Roos Local Bond Pooling Act of 1985 (the "Act"), in that having the Authority assist the City with respect to the refinancing of the 2007 Project and the 2012 Project through the issuance of the Bonds and related transactions will result in demonstrable savings in effective interest rate to the City and significant reductions in effective user charges levied by the City; and (b) the 2007 Project and the 2012 Project include facilities for the production, storage, transmission or treatment of water within the meaning of Section 6586.5(c) of the Act.

SECTION 2. The Installment Purchase Agreement is hereby approved in substantially the form attached hereto and, upon execution as authorized below, made a part hereof as though set forth in full herein. The Mayor, the City Manager, the Finance Director, the Director of Utilities or the City Clerk (each, an "Authorized Officer") or the designee thereof is hereby authorized and directed to execute and deliver such Installment Purchase Agreement with such changes, insertions and omissions as may be recommended by the City Attorney or the law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel"), and approved by the officer executing the same, said execution being conclusive evidence of such approval.

SECTION 3. The Continuing Disclosure Certificate is hereby approved in substantially the form attached hereto and, upon execution as authorized below, made a part hereof as though set forth in full herein. Each Authorized Officer or the designee thereof is hereby authorized and directed to execute and deliver such Continuing Disclosure Certificate with such changes, insertions and omissions as may be recommended by the City Attorney or Bond Counsel and approved by the officer executing the same, said execution being conclusive evidence of such approval.

SECTION 4. The Escrow Agreement is hereby approved in substantially the form attached hereto and, upon execution as authorized below, made a part hereof as though set forth in full herein. Each Authorized Officer or the designee thereof is hereby authorized and directed to execute and deliver such Escrow Agreement with such changes, insertions and omissions as may be recommended by the City Attorney or Bond Counsel and approved by the officer executing the same, said execution being conclusive evidence of such approval.

SECTION 5. The Purchase Contract is hereby approved in substantially the form attached hereto and, upon execution as authorized below, made a part hereof as though set forth in full herein. Each Authorized Officer or the designee thereof is hereby authorized and directed to execute and deliver such Purchase Contract with such changes, insertions and omissions as may be recommended by the City Attorney or Bond Counsel and approved by the officer executing the same, said execution being conclusive evidence of such approval; provided, however, that: (i) in no event shall the aggregate principal amount of the 2019A Bonds exceed $26,000,000, nor shall the underwriting discount for the 2019A Bonds (excluding any net original issue discount) exceed 0.85% of the aggregate principal amount of the 2019A Bonds, nor shall the all-in true interest cost of the 2019A Bonds exceed 5.00%; and (ii) in no event shall the aggregate principal amount of the 2019B Bonds exceed $30,000,000, nor shall the underwriting discount for the 2019B Bonds (excluding any net original issue discount) exceed 0.85% of the aggregate principal amount of the 2019B Bonds, nor shall the all-in true interest cost of the 2019B Bonds exceed 5.00%.

SECTION 6. The preparation and distribution of the Preliminary Official Statement in substantially the form attached hereto is hereby approved. Each Authorized Officer is hereby authorized: (i) to sign a certificate pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule") deeming the Preliminary Official Statement substantially final under the Rule, except for the omission of information as permitted by the Rule; and (ii) to execute, approve and deliver the final Official Statement in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions as the officer or officers executing said document may require or approve, subject to advice from the City Attorney or Disclosure Counsel, such approval to be conclusively evidenced by the execution and delivery thereof. The Underwriter is directed to deliver copies of the final Official Statement to all actual initial purchasers of the Bonds.

SECTION 7. The proceeds of the Bonds shall be deposited as provided in the Indenture and the Installment Purchase Agreement to refinance the 2007 Project and the 2012 Project.

SECTION 8. The appointment of The Bank of New York Mellon Trust Company, N.A., as Trustee under and pursuant to the Indenture, with the powers and duties of said office as set forth therein, is hereby approved.

SECTION 9. The City Council hereby authorizes the City Manager or his designee: (i) to solicit bids on a municipal bond insurance policy and/or reserve surety; (ii) to negotiate the terms of such policy or policies; (iii) to finalize, if appropriate, the form of such policy or policies with a municipal bond insurer; and (iv) if it is determined that the

policy or policies will result in net savings for the City, to pay the insurance premium of such policy or policies from the proceeds of the issuance and sale of the Bonds.

SECTION 10. The Authorized Officers or any other proper officer of the City, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Indenture, the Installment Purchase Agreement, the Purchase Contract, the Continuing Disclosure Certificate, the Escrow Agreement, bond insurance, a reserve surety and this Resolution, including any reimbursement agreement or other agreement related to bond insurance or a reserve surety and any refunding instructions, escrow agreement or escrow instructions related to the refunding of the City of Escondido Revenue Certificates of Participation, Series 2007. In the event that the Mayor of the City is unavailable to sign any of the agreements described herein, any other member of the City Council may sign such agreement and, in the event that the City Clerk is unavailable or unable to execute and deliver any of the above-referenced documents, any deputy clerk may validly execute and deliver such document.

SECTION 11. The good faith estimates of costs related to the Bonds which are required by Section 5852.1 of the California Government Code are disclosed in Exhibit A hereto and are available to the public at the meeting at which this Resolution is approved.

SECTION 12. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Indenture unless the context otherwise clearly requires.

SECTION 13. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Indenture unless the context otherwise clearly requires.

SECTION 14. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this 23rd day of October, 2019.

_____
Mayor of the City of Escondido

ATTEST:

_____
City Clerk of the City of Escondido
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss
CITY OF ESCONDIDO)

I, Zack Beck, City Clerk of said City, do hereby certify that the foregoing Resolution was duly adopted by the City Council of said City and was signed by the Mayor of said City at an adjourned regular meeting of said City Council held on the 23rd day of October, 2019 and was approved by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

CITY CLERK

BY: _____
City Clerk of the City of Escondido

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by CSG Advisors Incorporated (the City's "Municipal Advisor") in consultation with Stifel, Nicolaus & Company, Incorporated, the Underwriter of the Bonds.

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is $50,220,000 (the "Estimated Principal Amount"), which excludes approximately $4,603,000 of net premium estimated to be generated based on current market conditions, which together total $54,823,000. Net premium is generated when, on a net aggregate basis for a single issuance of bonds, the price paid for the bonds is higher than the face value of such bonds.

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 2.95%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is $683,000.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is $54,140,000.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is $74,924,000.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates; (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount; (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the City's financing plan, delays in the financing, additional legal work or a combination of such factors and additional finance charges, if any, attributable thereto. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

RESOLUTION NO. EJPFA-2019-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESCONDIDO JOINT POWERS FINANCING AUTHORITY APPROVING THE SALE OF ITS WATER SYSTEM REVENUE REFUNDING BONDS, SERIES 2019, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $56,000,000 AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS (WATER SYSTEM)

WHEREAS, the Escondido Joint Powers Financing Authority (the "Authority"), a public entity that is duly organized and existing under a joint exercise of powers agreement and under the Constitution and laws of the State of California (the "State"), has the powers, among others, to issue bonds and to finance and refinance water facilities on behalf of its members pursuant to Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State, including but not limited to Article 4 thereof, known as the "Marks-Roos Local Bond Pooling Act of 1985," Government Code Section 6584 *et seq.* (the "Act"); and

WHEREAS, in 2007, the City of Escondido (the "City"), a municipal corporation that is duly organized and existing under the general laws of the State, and a member of the Authority, previously financed the acquisition and construction of certain existing improvements, betterments, renovations and expansions of facilities within its water system (collectively, the "2007 Project"); and

WHEREAS, in 2012, the City also previously financed and refinanced the acquisition and construction of certain other existing improvements, betterments,

renovations and expansions of facilities within its water system (collectively, the "2012 Project"); and

WHEREAS, the City proposes to undertake the refinancing of the 2007 Project and the 2012 Project; and

WHEREAS, the Commissioners of the Authority (the "Board") have determined that it is desirable to issue its Water System Revenue Refunding Bonds, Series 2019A (the "2019A Bonds") in an aggregate principal amount not to exceed $26,000,000 to assist the City in refinancing the 2007 Project; and

WHEREAS, the Board has determined that it is desirable to issue its Water System Revenue Refunding Bonds, Series 2019B (Taxable) (the "2019B Bonds") in an aggregate principal amount not to exceed $30,000,000 to assist the City in refinancing the 2012 Project; and

WHEREAS, the Bonds are to be secured by installment payments to be made pursuant to an Installment Purchase Agreement (the "Installment Purchase Agreement"), by and between the City and the Authority, which installment payments will be payable from net revenues of the City's water system; and

WHEREAS, the Board has determined that it is in the best interest of the Authority to enter into the Installment Purchase Agreement with the City, and to approve certain other documents; and

WHEREAS, the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), desire to enter into an Indenture of Trust (the "Indenture"), to

provide for the issuance and security of the Bonds and to provide for the refinancing of the 2007 Project; and

WHEREAS, pursuant to the Indenture, the Authority will assign to the Trustee the installment payments payable under the Installment Purchase Agreement; and

WHEREAS, the Authority desires to execute and deliver a bond purchase agreement (the "Purchase Contract") with the City and Stifel, Nicolaus & Company, Incorporated, as underwriter of the Bonds (the "Underwriter"), with respect to the Bonds; and

WHEREAS, in order to effect a public sale of the Bonds to the Underwriter, the Authority is required under federal securities laws and regulations to prepare a preliminary official statement (the "Preliminary Official Statement") disclosing material information about the Bonds, the City, the 2007 Project and the City's water system; and

WHEREAS, the Authority wishes to approve the Preliminary Official Statement for the Bonds, which has been prepared by the City and the Authority with the assistance of Stradling Yocca Carlson & Rauth, a Professional Corporation, as disclosure counsel ("Disclosure Counsel"); and

WHEREAS, the Authority desires to execute an Escrow Agreement (2012 Bonds) (the "Escrow Agreement") with the City and The Bank of New York Mellon Trust Company, N.A., as escrow agent, to effect the refinancing of the bonds that financed the 2012 Project;

NOW, THEREFORE, the City Council of the City of Escondido, acting as the Commissioners of the Escondido Joint Powers Financing Authority, does hereby resolve, determine and order as follows:

SECTION 1. The Board hereby specifically finds and declares that each of the statements, findings and determinations of the Authority that are set forth in the above recitals and in the preambles of the documents that are approved herein are true and correct and that: (a) the refinancing of the 2007 Project and the 2012 Project will result in significant public benefits to the citizens of the City of the type that is described in Section 6586 of the Act, in that having the Authority assist the City with respect to the refinancing of the 2007 Project and the 2012 Project through the issuance of the Bonds and related transactions will result in demonstrable savings in effective interest rate to the City and significant reductions in effective user charges levied by the City; and (b) the 2007 Project and the 2012 Project include facilities for the production, storage, transmission or treatment of water within the meaning of Section 6586.5(c) of the Act.

SECTION 2. The Board hereby authorizes the preparation, sale and delivery of the Bonds in accordance with the terms and provisions of the Indenture in an aggregate principal amount (not in excess of $56,000,000) that is determined by the Executive Director (which shall be the City Manager of the City) or the Auditor and Treasurer, together with other available funds, as being necessary: (a) to refinance the 2007 Project and the 2012 Project; (b) to pay the costs of issuing the Bonds; and (c) if advisable to reduce the interest rate payable on the Bonds and/or secure a higher credit rating on the Bonds, to establish a reserve fund for the Bonds.

SECTION 3. The form of the Bonds, as set forth in the form of the Indenture (as the Indenture may be modified pursuant hereto), is hereby approved; and the Chair and the Secretary are hereby authorized and directed to execute the Bonds by manual or facsimile signature in the name and on behalf of the Authority.

SECTION 4. The Installment Purchase Agreement is hereby approved in substantially the form attached hereto and, upon execution as authorized below, made a part hereof as though set forth in full herein. The Chair or Vice Chair of the Board or the Executive Director, Auditor and Treasurer or Secretary of the Authority (each, an "Authorized Officer") or the designee thereof is hereby authorized and directed to execute and deliver such Installment Purchase Agreement with such changes, insertions and omissions as may be recommended by General Counsel or Stradling Yocca Carlson & Rauth, a Professional Corporation, as bond counsel ("Bond Counsel") and approved by the officer executing the same, said execution being conclusive evidence of such approval.

SECTION 5. The Indenture is hereby approved in substantially the form attached hereto and, upon execution as authorized below, made a part hereof as though set forth in full herein. Each Authorized Officer or the designee thereof is hereby authorized and directed to execute and deliver such Indenture with such changes, insertions and omissions as may be recommended by General Counsel or Bond Counsel and approved by the officer executing the same, said execution being conclusive evidence of such approval.

SECTION 6. The Purchase Contract is hereby approved in substantially the form attached hereto and, upon execution as authorized below, made a part hereof as though set forth in full herein. Each Authorized Officer or the designee thereof is hereby authorized and directed to execute and deliver such Purchase Contract with such changes, insertions and omissions as may be recommended by General Counsel or Bond Counsel and approved by the officer executing the same, said execution being conclusive evidence of such approval; provided, however, that: (i) in no event shall the aggregate principal amount of the 2019A Bonds exceed $26,000,000, nor shall the underwriting discount for the 2019A Bonds (excluding any net original issue discount) exceed 0.85% of the aggregate principal amount of the 2019A Bonds, nor shall the all-in true interest cost of the 2019A Bonds exceed 5.00%; and (ii) in no event shall the aggregate principal amount of the 2019B Bonds exceed $30,000,000, nor shall the underwriting discount for the 2019B Bonds (excluding any net original issue discount) exceed 0.85% of the aggregate principal amount of the 2019B Bonds, nor shall the all-in true interest cost of the 2019B Bonds exceed 5.00%.

SECTION 7. The Escrow Agreement is hereby approved in substantially the form attached hereto and, upon execution as authorized below, made a part hereof as though set forth in full herein. Each Authorized Officer or the designee thereof is hereby authorized and directed to execute and deliver such Escrow Agreement with such changes, insertions and omissions as may be recommended by General Counsel or Bond Counsel and approved by the officer executing the same, said execution being conclusive evidence of such approval.

SECTION 8. The preparation and distribution of the Preliminary Official Statement in substantially the form attached hereto is hereby approved. Each Authorized Officer is hereby authorized: (i) to sign a certificate pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule") deeming the Preliminary Official Statement substantially final under the Rule, except for the omission of information as permitted by the Rule; and (ii) to execute, approve and deliver the final Official Statement substantially in the form of the Preliminary Official Statement with such changes, insertions and omissions as the officer or officers executing said document may require or approve, subject to advice from the General Counsel or Disclosure Counsel, such approval to be conclusively evidenced by the execution and delivery thereof. The Underwriter is directed to deliver copies of the final Official Statement to all actual initial purchasers of the Bonds.

SECTION 9. The proceeds of the Bonds shall be deposited as provided in the Indenture and the Installment Purchase Agreement to refinance the 2007 Project.

SECTION 10. The appointment of The Bank of New York Mellon Trust Company, N.A., as Trustee under and pursuant to the Indenture, with the powers and duties of said office as set forth therein, is hereby approved.

SECTION 11. The Board hereby authorizes the Executive Director or his designee: (i) to solicit bids on a municipal bond insurance policy and/or reserve surety; (ii) to negotiate the terms of such policy or policies; (iii) to finalize, if appropriate, the form of such policy or policies with a municipal bond insurer; and (iv) if it is determined that the

policy or policies will result in net savings for the City, to pay the insurance premium of such policy or policies from the proceeds of the issuance and sale of the Bonds.

SECTION 12. The Authorized Officers or any other proper officer of the Authority, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Indenture, the Installment Purchase Agreement, the Purchase Contract, bond insurance, a reserve surety and this Resolution, including any reimbursement agreement or other agreement related to bond insurance or a reserve surety and any refunding instructions, escrow agreement or escrow instructions related to the refunding of the City of Escondido Revenue Certificates of Participation, Series 2007. In the event that the Chair and Vice Chair of the Board are unavailable to sign any of the agreements described herein, any other member of the Board may sign such agreement.

SECTION 13. The good faith estimates of costs related to the Bonds which are required by Section 5852.1 of the California Government Code are disclosed in Exhibit A hereto and are available to the public at the meeting at which this Resolution is approved.

SECTION 14. Unless otherwise defined herein, all terms that are used herein and not otherwise defined shall have the meanings given to such terms in the Indenture unless the context otherwise clearly requires.

SECTION 15. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this 23rd day of October, 2019.

_____

Chairman

ATTEST:

_____

Secretary

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss
CITY OF ESCONDIDO)

I, Zack Beck, Secretary of the Escondido Joint Powers Financing Authority, do hereby certify that the foregoing Resolution was duly adopted by the Board of Commissioners of said Authority and was signed by the Chairman of said Authority at an adjourned regular meeting of said Authority held on the 23rd day of October, 2019 and was approved by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

SECRETARY

BY: _____
Secretary of the Escondido Joint
Powers Financing Authority

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by CSG Advisors Incorporated (the City's "Municipal Advisor") in consultation with Stifel, Nicolaus & Company, Incorporated, the Underwriter of the Bonds.

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is $50,220,000 (the "Estimated Principal Amount"), which excludes approximately $4,603,000 of net premium estimated to be generated based on current market conditions, which together total $54,823,000. Net premium is generated when, on a net aggregate basis for a single issuance of bonds, the price paid for the bonds is higher than the face value of such bonds.

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 2.95%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is $683,000.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Bonds, is $54,140,000.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is $74,924,000.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates; (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount; (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the City's financing plan, delays in the financing, additional legal work or a combination of such factors and additional finance charges, if any, attributable thereto. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

FUTURE CITY COUNCIL AGENDA ITEMS

Updated October 17, 2019

AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE. CHECK WITH THE CITY CLERK'S OFFICE AT (760) 839-4617

November 6, 2019 6:00 p.m.	
PROCLAMATIONS	
	Veteran's Day
	Native American Heritage Month
	I Love A Clean San Diego
CONSENT CALENDAR	
	Set a Public Hearing to adopt the 2019 Fire Code, California Existing Building Code, Residential, Electrical, Plumbing, Mechanical, and Energy Codes; and Green Building Standards with Local Amendments (B. Martin and R. Vogt) *Request to set a Public Hearing Date of November 20, 2019 for the 2019 California Building Standards Code and Fire Code which will become effective statewide on January 1, 2020. Local adoption of code amendments is required.*
	Fiscal Year 2019 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant – Local Solicitation and Budget Adjustment (C. Carter) *The Escondido Police Department received a $38,882 FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) from the U.S. Department of Justice. Grant funds will cover salary expenses for part-time patrol technicians and department training expenses. Patrol technicians augment front-line law enforcement services, allowing officers to focus on crime-prevention and suppression.*
	Consulting Agreement to Assist the City in its Efforts to Comply with America's Water Infrastructure Act (C. McKinney) *On October 23, 2018, Congress signed into law the America's Water Infrastructure Act (AWIA). A section of the Act requires utilities to conduct a risk and resilience assessment of their community water systems and develop a corresponding emergency response plan. The San Diego County Water Authority (SDCWA) partnered with member agencies (including Escondido) to obtain proposals from firms to prepare the AWIA.*
	Annual Report on Capital Funds Funded by Developer Fees for the Fiscal Year ended June 30, 2019 (J. Ryan) *This report is required to be filed annually pursuant to Government Code Section 66006.*
PUBLIC HEARINGS	
	Animal Regulations Update (AZ 19-0004 and PHG 19-0047) (B. Martin)

	Domestic animals and livestock are allowed for hobby and personal use purposes within all residential zoning districts subject to the animal quantities stated in Table 33-95a and Section 33-1116 of the Escondido Zoning Code. The applicant, Kelly Thor, wants to create an allowance for alpacas on her property. At the same time, all animal regulations of the city are proposed to be comprehensively updated.
CURRENT BUSINESS	
	Procedure for Selection of a Deputy Mayor (M. McGuinness) *At the September 11, 2019 Council Meeting, Councilmember Morasco requested staff review the process for the selection of the Deputy Mayor.*
	Amendment to Design Build Agreement for the Membrane Filtration Reverse Osmosis (MFRO) Facility Project (C. McKinney) *The Amendment to the Design Build Agreement provides for design services for: potential storm drain improvements at the MFRO Facility site, to be located at 901 West Washington Avenue; and an intermediate booster pump station downstream of the MFRO Facility.*
	Third Quarter 2019 Treasurer's Report (D. Shultz) *In accordance with the City's Investment Policy, the City Treasurer is required to submit an investment report to the City Council for review on a quarterly basis. The report will include the type of investment, issuer, date of maturity, par value, book value, and market value for each security held by the City.*
FUTURE AGENDA ITEMS	

November 13, 2019 **NO MEETING (Veterans' Day)**

November 20, 2019 **6:00 p.m.**	
CONSENT CALENDAR	
	Adopt Resolution Updating the Salary Plans for the Unclassified Clerical/Technical Group, Salary Bands for the Management Group, and the Unclassified Service Schedule List (J. Perpetua) *Pursuant to Government Code Sections 20636 and 20636.1, California Code of Regulations Section 570.5, and the Escondido Municipal Code Sections 19-8 and 19-9, the City is required to maintain a list of all unclassified position titles. Throughout the year, the Human Resources Department works with City departments to conduct job studies to ensure that job classifications reflect current job duties.*
PUBLIC HEARINGS	
	Amendment to Franchise Agreement with Escondido Disposal, Inc. for Annual CPI Adjustment to Solid Waste and Recycling Rates/Fees for Commercial and Residential Collections and Proposed Organic Fees (C. McKinney) *Escondido Disposal's Solid Waste and Recycling Services Rates and Fees are reviewed annually and adjusted based on a CPI formula as required in the City's Franchise Agreement with Escondido Disposal. Staff and Escondido Disposal also will give a brief update on the proposed organic waste program and attendant fees.*

	Adoption of the 2019 Fire Code, California Existing Building Code, Residential, Electrical, Plumbing, Mechanical, and Energy Codes; and Green Building Standards with Local Amendments (B. Martin and R. Vogt) *The 2019 California Building Standards Code and Fire Code will become effective statewide on January 1, 2020. Local adoption of code amendments is required.*
CURRENT BUSINESS	
	Community Survey Polling Results (J. Petrek) *As part of an ongoing effort to generate revenue, the City is evaluating a potential sales tax ballot measure for vote consideration at the 2020 General Election. True North Research consulting services worked with staff and an ad hoc City Council subcommittee to develop a citizen survey for determining local voter support for such a measure that was conducted in October 2019 involving approximately 800 voters.*
FUTURE AGENDA ITEMS	

Weekly Activity Report



October 17, 2019

Community Survey 2019
The City of Escondido has commissioned a community survey that will be conducted mid – end October 2019 involving randomly selected registered voters. To ensure the objectivity, anonymity and reliability of the survey results, the City has contracted with True North Research, an independent survey research firm, to conduct the survey and summarize the results.

Participants' responses to the survey will be completely confidential and at no time will the City see individual survey responses. If you receive an email or phone call asking you to participate, please do!

Your participation and feedback are vital to future decision making both by your policy makers and City staff. If you have questions, please contact 760-839-4631.

Grand Avenue Festival This Sunday
It's time for the Grand Ave Festival street fair and Art in the Garden art show this Sunday, October 20 from 9:00 a.m. to 5:00 p.m.!

Join the fun with friends and family strolling down blocks of shopping, music, food, local art and activities. Note: street closures will be in place along Grand Avenue and surrounding cross streets beginning at 5:00 a.m.

Click through below for more details!



Vision for your City Parks – Final Meetings
The Community Services Department will be hosting two more community outreach meetings to gather input from the public on what amenities they would like to see in City parks, and where those amenities should go.

During these meetings there will be an overview of the City's Capital Improvement Program and current projects that are being considered.

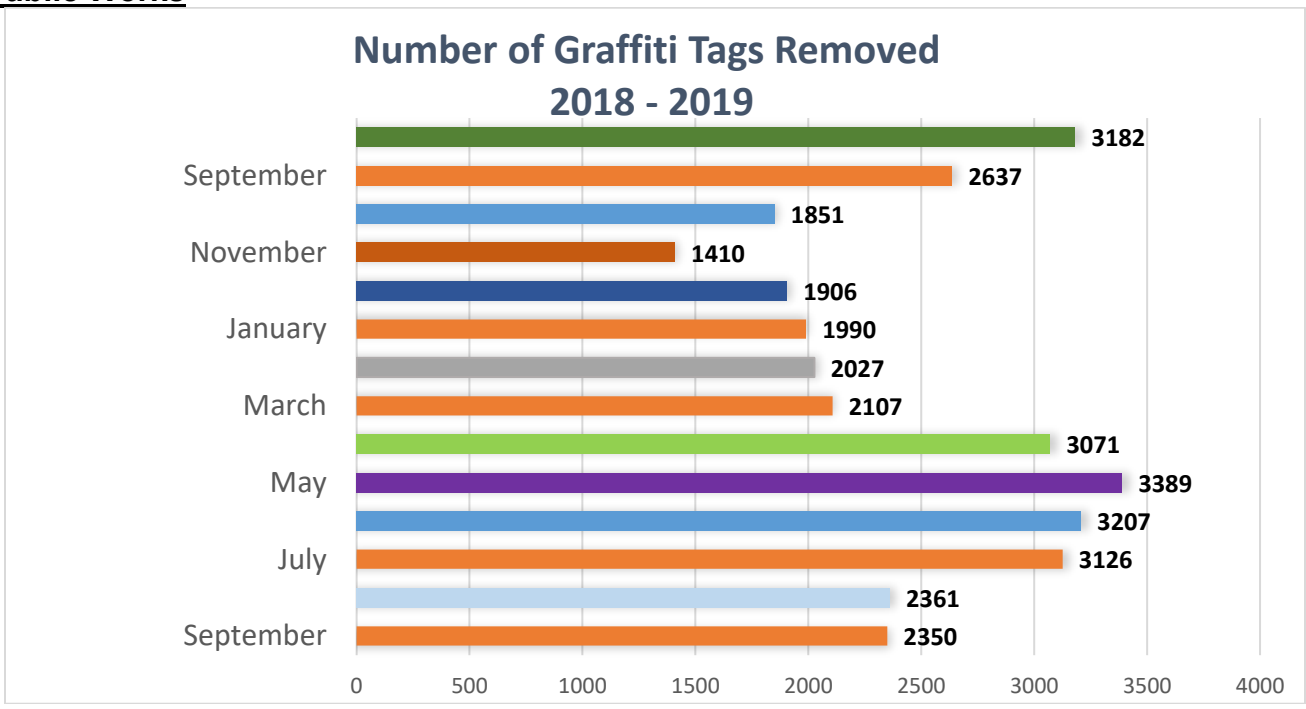
The final two meetings are scheduled for October 19.

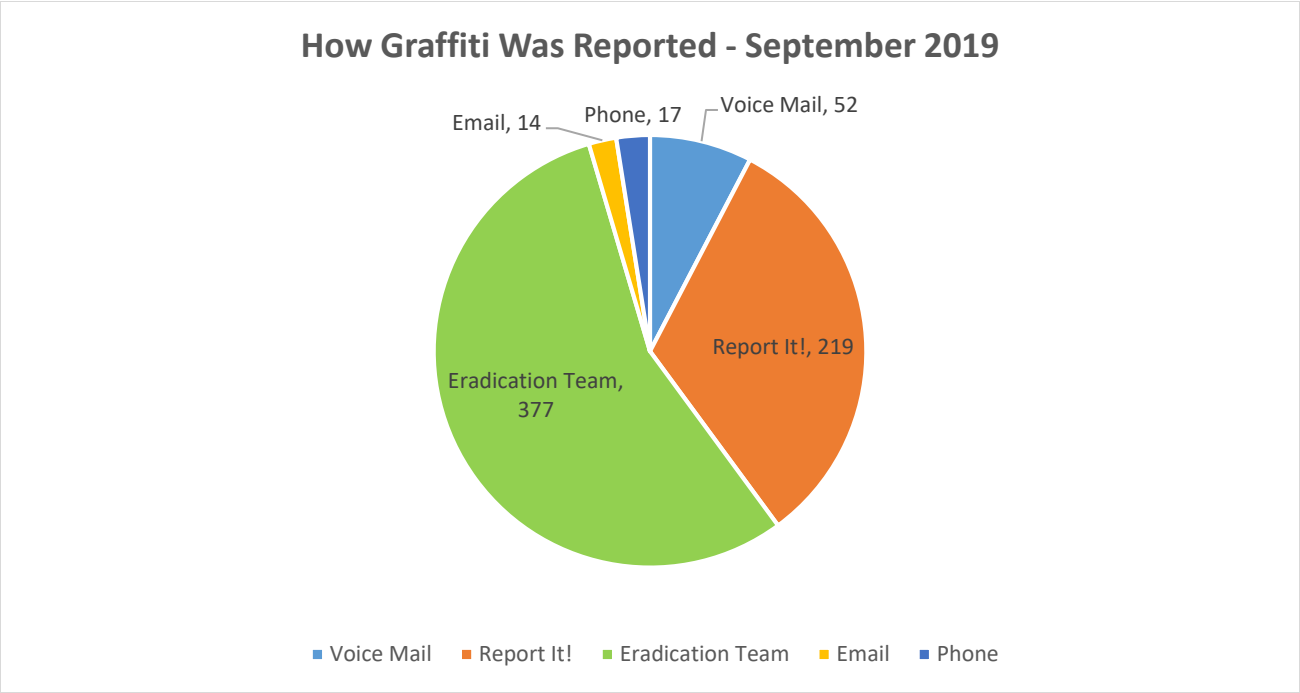
For more information, visit:
https://recreation.escondido.org/events.aspx
or contact Danielle Lopez at:
dmlopez@escondido.org.

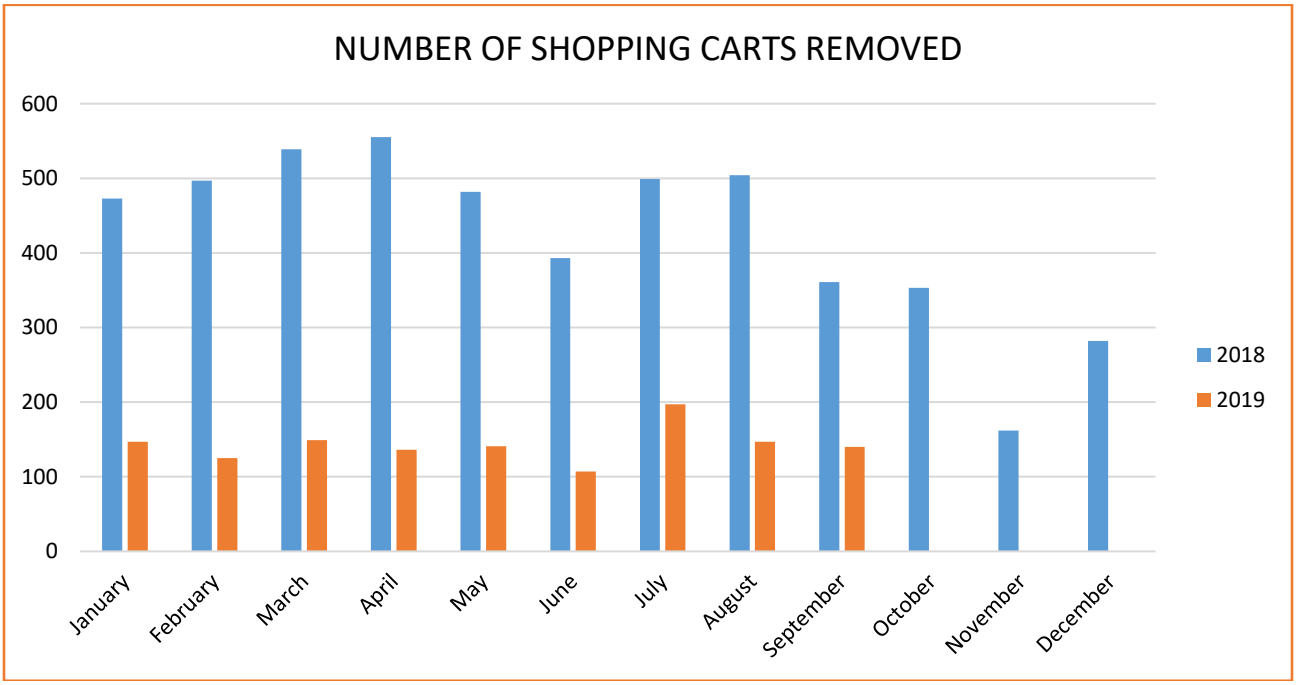


BY THE NUMBERS

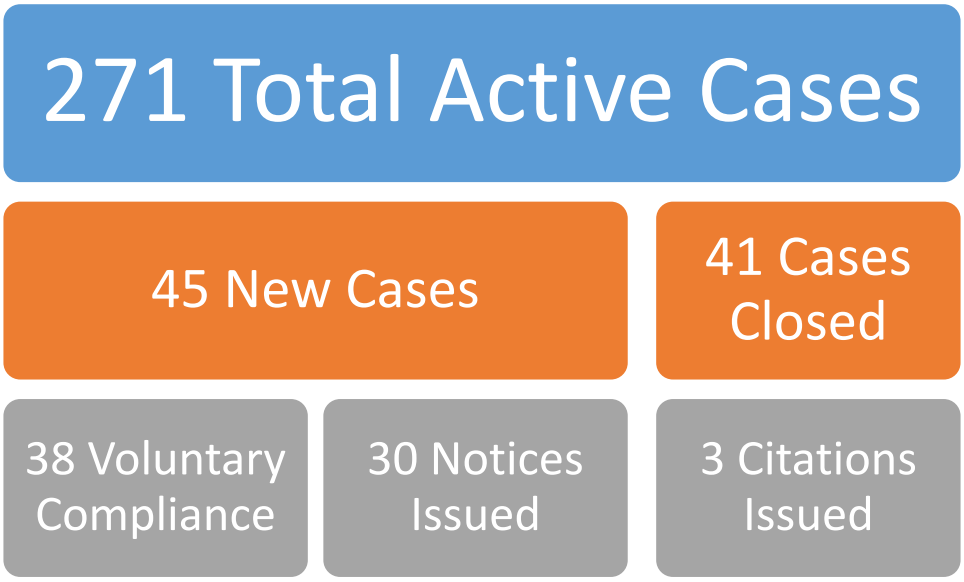
Public Works




How Graffiti Was Reported - September 2019
Email, 14
Phone, 17
Voice Mail, 52
Report It!, 219
Eradication Team, 377
Voice Mail
Report It!
Eradication Team
Email
Phone

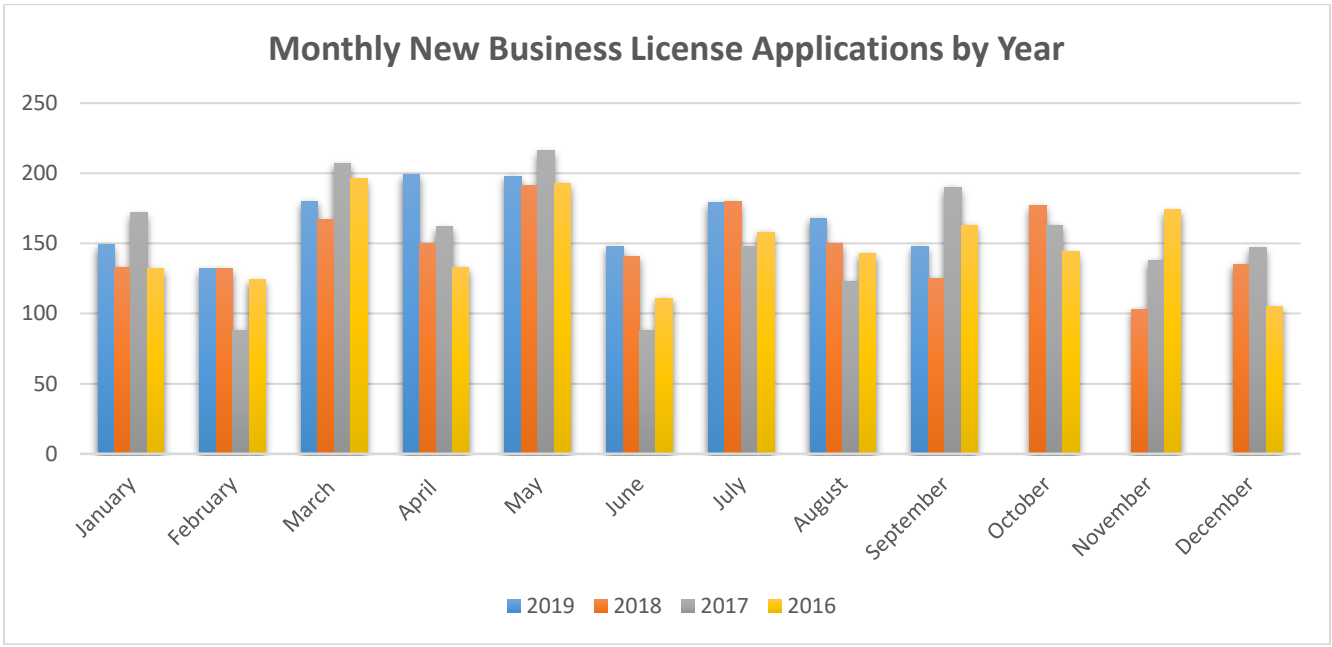

NUMBER OF SHOPPING CARTS REMOVED
600
500
400
300
200
100
0
January
February
March
April
May
June
July
August
September
October
November
December
2018
2019

Code Enforcement



Total Code Cases (Year To Date)	2,155

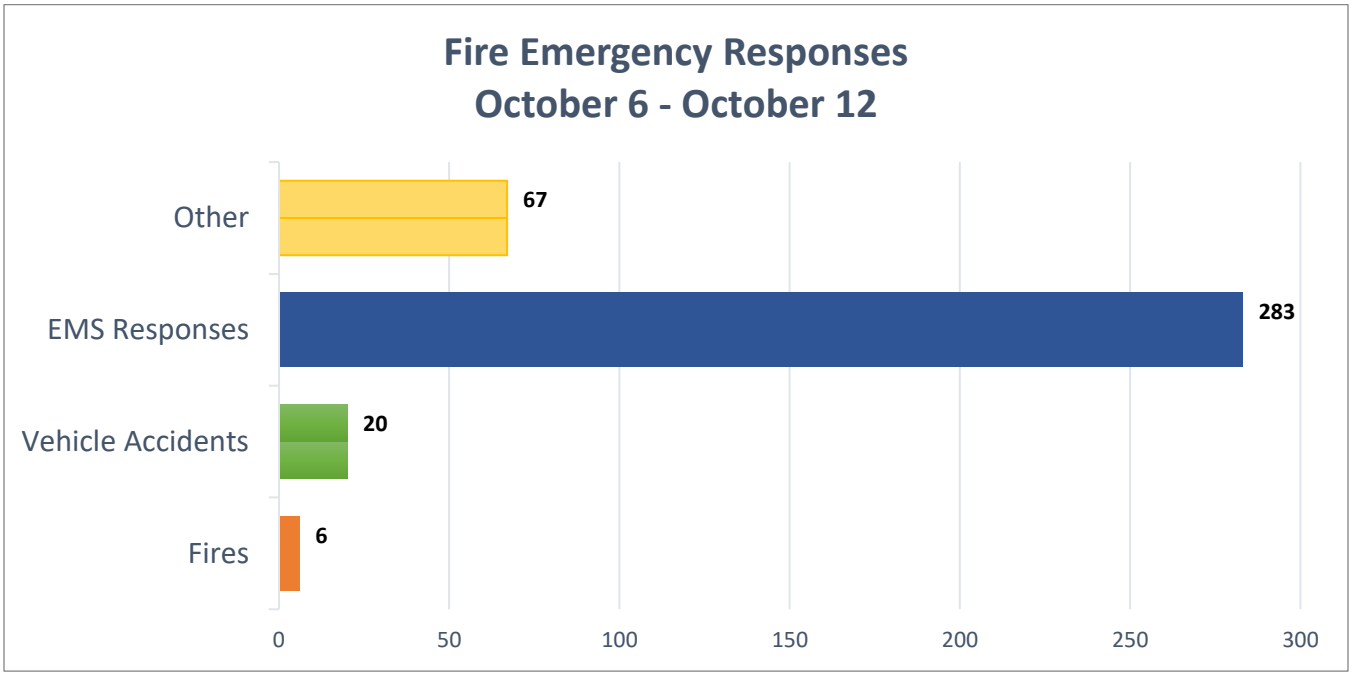
Business Licenses

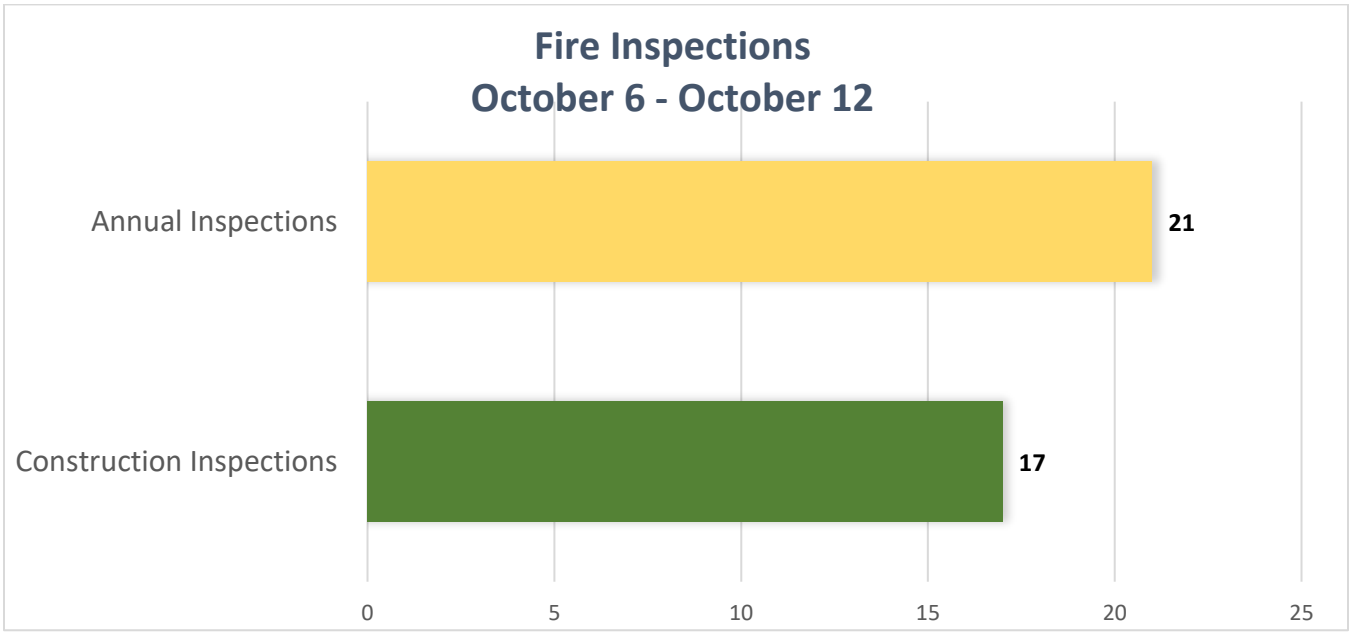


Graffiti Restitution

Collected This Week	Collected Year to Date
$130	$4967.32

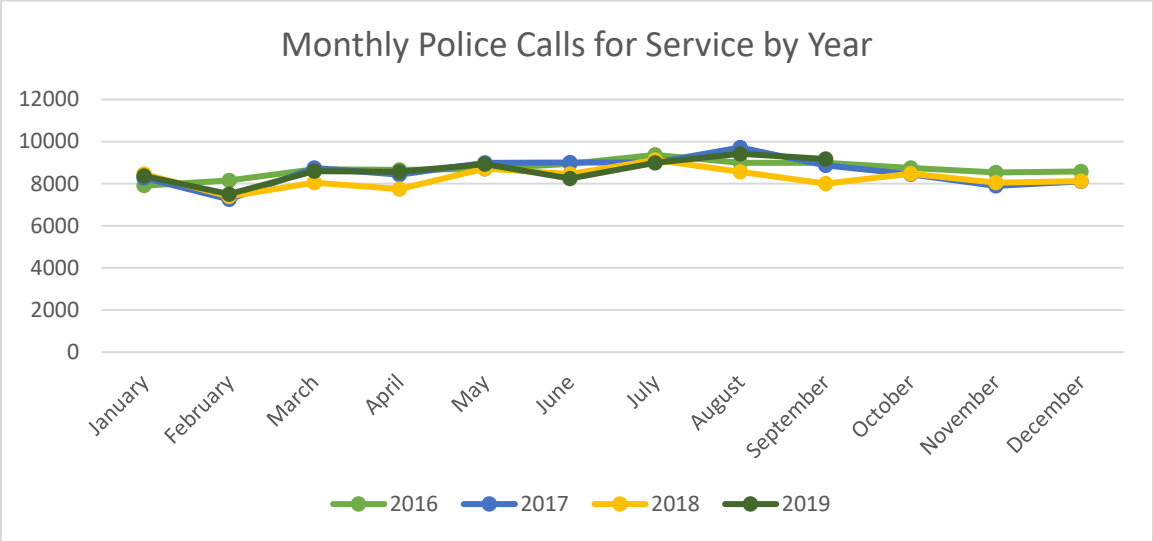
Fire

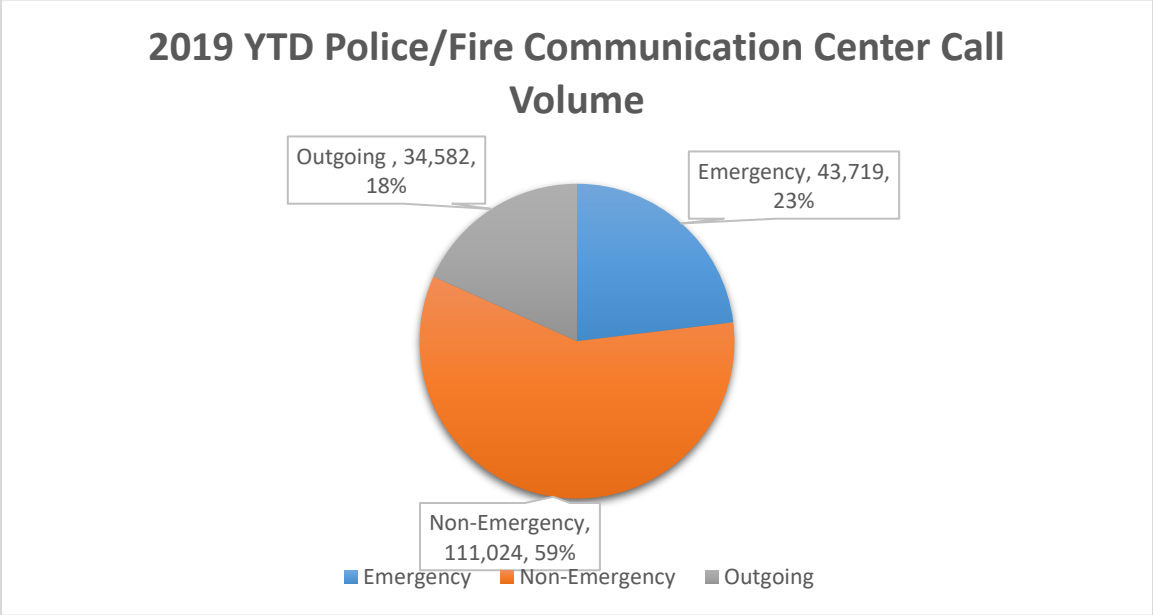




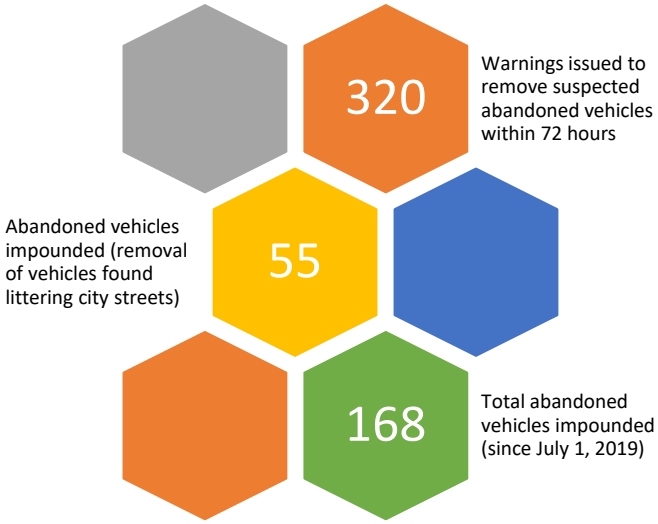
Total Emergency Responses (Year To Date)	13,518

Police:



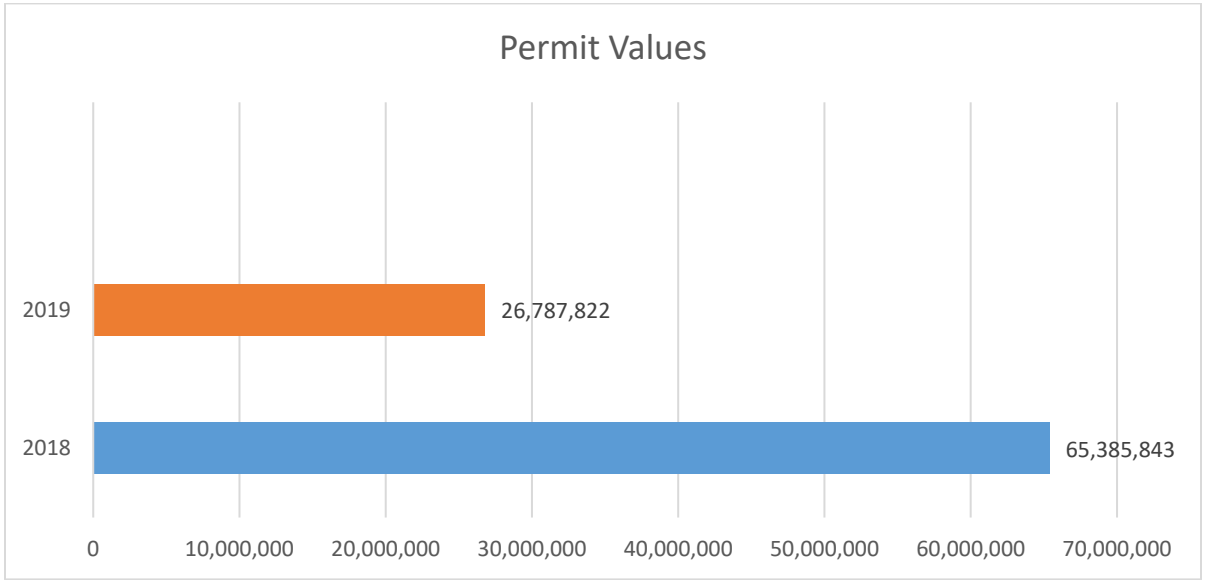


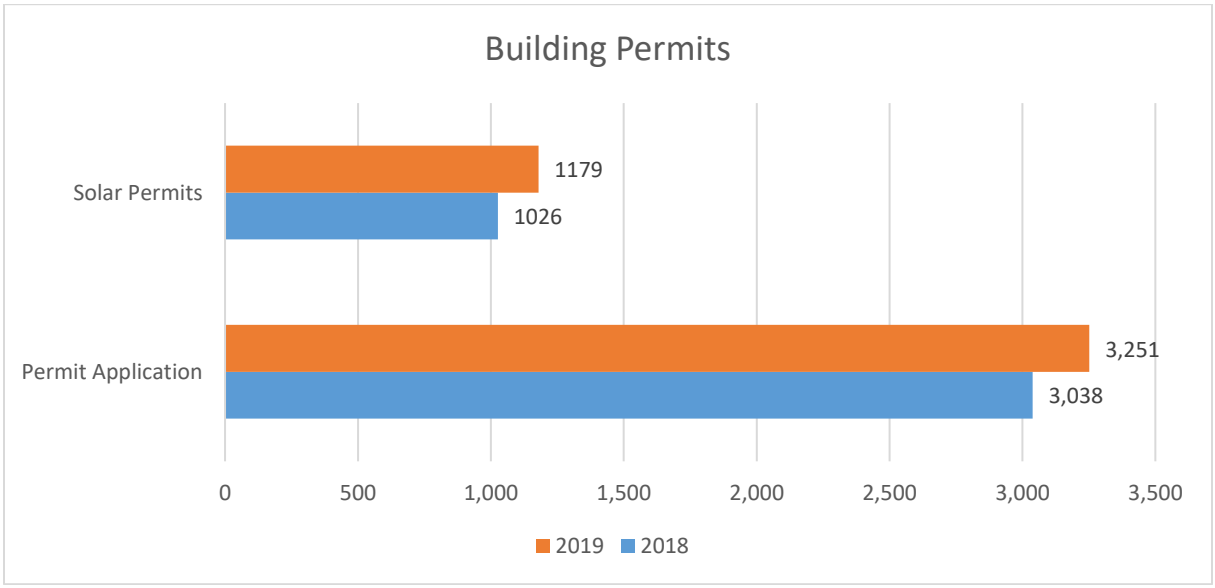
September Abandoned Vehicle Data



Building Division:

**Data reflects activity through October 12 of each year.*





VOLUNTEER PROGRAM\



Volunteer Events:

On October 12, eight students from the Escondido High School National Honor Society volunteered their time to do a shoreline/park cleanup at Dixon Lake. Thank you volunteers!



Get Involved:

If you would like to get involved with future projects and volunteer in Escondido, visit: https://www.escondido.org/volunteer-intern-program.aspx

POLICE DEPARTMENT

Incidents:

Child Struck by Car

On October 7 at 5:15 p.m., a vehicle struck a 9-year-old female near the tennis courts in Kit Carson Park. Escondido Police and Fire personnel responded. The child was transported to Children's Hospital with minor injuries. The exact cause of the collision is under investigation.

Intoxicated Male Attacks Officers

On October 11 at approximately 11:15 p.m., officers responded to a family disturbance call in the 1000 block of Tabby Place. Officers arrested Joel Gomez (20-year-old resident of Escondido) on a charge of being drunk in public. As the officers were escorting the now handcuffed Gomez back to their patrol vehicles he kicked one officer in the groin, and spat on the face of a second officer. Officers were able to regain control of Gomez and transport him to jail. Neither Gomez, nor the officers, were injured during this incident. Gomez was charged with being drunk in public and felony resisting arrest.

COPPS:

The COPPS (Community Oriented Policing and Problem-Solving) Unit is dedicated to increasing the quality of life for the residents of Escondido through pro-active responses to crime trends, quality of life issues, and addressing crime and public nuisance in Grape Day Park and at Maple Plaza.

- 5 arrests
- 10 citations
- 32 extra patrols/calls for service

Events:

Thank you to the Escondido Christian Center who came to the police station on a Saturday, October 12 at 6:00 a.m. to serve our police officers and dispatchers breakfast. The meal was amazing and our personnel were very appreciative of such a kind and caring gesture.



FIRE DEPARTMENT

News:

To help prevent fire related deaths and injuries from happening in San Diego County, the San Diego Regional Fire Foundation sponsored a contest to encourage residents to develop and practice their own home fire escape plan. One of the two contest winners was Escondido resident, Tanya Barrera. Tanya Barrera, a senior at Escondido High School, said “Before doing this contest, I had not ever thought about planning how to escape from my apartment. Once I sketched out my escape plan, my parents were really interested and thought it was a good idea since it can happen to anyone. We all talked about it and practiced it. Thanks to the Fire Foundation for sponsoring this contest!” On October 9, Tanya received an award check from the foundation for $500 at Fire Station #1. Later that night Tanya received a Certificate of Recognition from the Mayor during the City’s proclamation of October 6-12, 2019 as Fire Prevention Week. Tanya said that she entered the contest in hopes of raising funds for her Future Farmers of America animal project because she wants to become a veterinarian. However, we hope that this experience may have sparked an interest in becoming a firefighter!



During Fire Prevention week, the Fire Prevention team was invited to Infusion Preschool to give an overview of fire safety and share what a Fire Prevention Specialist does do help make our community safe.



COMMUNITY DEVELOPMENT

Major Projects Update

The following major projects are being reviewed and coordinated by Planning, Engineering, Fire, Building and Utilities. The list of projects below encompasses recent project updates and/or milestones from last week.

Commercial / Office:

1. Escondido Research and Technology Center (ERTC) – West (Developer: James McCann) 2181 Citracado Parkway – A plan for a new two-story, 57,000 SF, 52-bed Palomar Rehabilitation Institute (PRI) was submitted as a Plot Plan on July 31, 2017. The Plot Plan approval letter was issued on February 7, 2018. An MOU explaining the phasing and proposed parking improvements for the hospital has been signed by all parties and was completed on July 15, 2019. The state OSHPD will issue building permits and oversee construction inspections. Site preparation and grading activities for the PRI building has commenced. A grading permit has been issued for the parking lot expansion on the Parcel 1 property.

2. Escondido Research and Technology Center (ERTC) – East (Developer: James McCann) 2130 Citracado Parkway – Building plans for a 71,656 SF medical office building in this approved medical complex area across from Palomar Hospital were submitted into plan check on October 9, 2018. A subsequent plan submittal increased the size of the building to approximately 80,000 SF, which exceeds the specific plan allowance for that planning area. A plot plan application for the modified building design has been submitted by the applicant. A fee deferral agreement has been signed by all parties in anticipation of building permit issuance. Engineering has approved the new temporary parking lot for hospital employees on Lots 10-15 at the southern end of the ERTC.

Industrial

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – Updated building plans were resubmitted into plan check on July 24, 2018. The building plans have been approved for some time and the building permit is ready to be issued upon payment of fees. Building plan check is set to expire on October 31, 2019. The grading permit has been approved and grading has commenced on the site.

2. Citracado Business Park (Developer: Dentt Properties) 2207 Harmony Grove Road – A proposed specific plan for two industrial warehouse/office buildings (145,930 SF and 125,930 SF) with the buildings to be separated by the future extension of Citracado Parkway. The application was submitted on August 14, 2018. All departments have completed their initial review and comments were sent to the applicant on September 17, 2018. SDG&E also has provided comments regarding the high voltage power lines that traverse the site. The applicant's traffic consultant submitted revised methodology and distribution to Engineering on October 19, 2018, and a revised Traffic Impact Analysis was submitted to Engineering on August 8, 2019. The developer and consultant team met with Engineering and Planning on August 20, 2019, to discuss proposed traffic mitigation measures. Caltrans has recently responded favorably to the Engineering Division's suggestion of adaptive signal timing as feasible mitigation for the Nordahl/Hwy 78 area. Two vacant residences on the site were demolished on October 4, 2019.

City Projects

1. Membrane-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – On January 16, 2019, the City Council expressed continued support for the MFRO, but directed staff to investigate moving the facility from Ash/Washington to another location. A city-owned property located at 901 W. Washington Avenue has been selected as the new MFRO site. An on-site meeting with the selected design-build and environmental contractors occurred on January 28, 2019. A Design Build Agreement was approved by the City Council on April 3, 2019. The Design Build Agreement with Filanc+BC Joint Venture provides for design and pre-construction services. The Design Build team met with Utilities and Planning on May 15, 2019 and June 5, 2019 to discuss design and timeline issues. City staff met with the Design Build team to review site plan comments on August 14, 2019, and again on September 3, 2019. A Plot Plan application was submitted for review on October 14, 2019.

2. Lake Wohlford Replacement Dam (Developer: City of Escondido Utilities Department) – A Draft EIR was prepared and issued for a 45-day public review period that began on October 4, 2016 and closed on November 17, 2016. A field visit with staff from the state and federal wildlife agencies took place on May 11, 2017, to review biological mitigation requirements including an agency request for full mitigation for emergent vegetation at the eastern end of the lake that came into existence since the lake level was reduced for safety reasons. Staff sent a follow-up letter to the wildlife agencies on June 29, 2017, seeking clarification on the proposed biological mitigation requirements. Additional information has been compiled and analyzed by the City's biological consultants based on recent conversations with the agencies. The biological consultant and staff met with the wildlife agencies on November 28, 2018 to discuss a modified approach to fulfilling mitigation requirements. Written information summarizing what was discussed at the meeting was transmitted to the agencies on December 4, 2018. City staff concluded a revised assessment of potential biological impacts and met with the agencies to present the findings. Additional information requested by the agencies was prepared and submitted as requested. The agencies responded they do not concur with the alternative mitigation proposal and the issue remains unresolved.

Residential

1. Harvest Hills (aka Safari Highlands Ranch) (Developer: Jeb Hall, Concordia Homes) 550 lots east of Rancho San Pasqual – A Notice of Availability for the Draft EIR was issued on October 16, 2017 for public review and comment. The comment period ended on January 2, 2018. Staff transmitted all the comment letters and emails to the Draft EIR consultant for review and to prepare a response to each comment. The Draft EIR and appendices have been posted on the City's website at the following link:

   https://www.escondido.org/safari-highlands-ranch-specific-plan.aspx

   The responses to comments have generated related revisions to the project design. The applicant's engineer submitted a revised tentative map on October 26, 2018. Generally, the amount of grading and the area of disturbance has decreased, while the overall number of 550 residential lots has remained the same. Engineering met with the project engineer and applicant on January 31, 2019, to discuss their comments on the revised tentative map. The revised tentative map and exhibits have been posted on-line at the link above. The applicant met with Traffic Engineering during the week of February 25th to discuss off-site improvements. Staff, applicant and biological consultant met with the wildlife agencies on April 23, 2019, to

discuss the revisions to the project design mentioned above. The applicant and staff met on June 20, 2019, to refine the list of outstanding issues remaining to be resolved prior to advancing to public hearings for the project. The applicant met with Traffic Engineering staff on August 15, 2019, and agreement was reached on several of the off-site mitigation locations. Additional information regarding biological resources was submitted on August 29, 2019.

2. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – Staff comments on the revised tentative map were issued the last week of July 2017. The applicant has occasionally engaged in discussions with various departments since that time, but has declined a staff offer to schedule a comprehensive meeting with all city departments. Another set of revised plans were submitted the week of November 26, 2018. Planning, Engineering and Utilities comments on the revised plans were issued on February 25, 2019. In response to a follow-up discussion with the applicant, Planning provided additional comments on April 29, 2019. Additional discussions between the applicant and the City to resolve project issues occurred on June 20, 2019.

3. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) 380 residences – The City Council voted 3-2 to approve the project on November 15, 2017. The applicant submitted rough grading plans, drainage improvement plans and utility relocation plans for all three villages on May 7, 2018. Most of the plans are in third or fourth plan check. Engineering comments were returned on March 12, 2019; and the developer team met with Engineering on April 1, 2019, to discuss the comments. The homebuilder met with Building, Engineering and Planning on April 24, 2019 to discuss the building plan check and precise grading plan processes. A revised Certified Tentative Map for substantial conformance review was submitted on May 23, 2019 and included a proposal to relocate approximately 10 residential lots within the development. These changes in Villages 2 and 3 resulted from comments provided by the Regional Water Quality Control Board and that agency now has issued a permit. The revised Certified Tentative Map was approved on September 3, 2019. A rough grading permit for Village 1 was issued on September 16, 2019, and grading is underway. All remaining buildings in the village center area of Village 1 have been demolished. Final engineering for Villages 2 and 3 was resubmitted to staff on October 14, 2019.

   The approved tentative subdivision map, Final EIR and appendices, Specific Plan and other related information can be accessed on the City's website at the following link:

   https://www.escondido.org/ecc.aspx

4. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. –The City Council approved the project on January 10, 2018. LAFCO approved the annexation application on October 1, 2018, and the annexation has recorded. The new homebuilder, Taylor Morrison Homes submitted a Precise Development Plan to Planning on December 14, 2018. Grading plans, final map and improvement plans were submitted for review on December 7, 2018. Engineering met with the applicant's engineer on January 31, 2019 to discuss drainage issues. A revised Certified TM was approved on March 14, 2019. Final engineering plans were resubmitted on March 21, 2019. The project engineer, Engineering and County Water Authority staff met on April 2, 2019, to discuss the street and utility crossings over the CWA aqueduct. The applicant's engineer submitted a revised design to address the CWA issues the week of June 3rd. Building plans for four model homes were submitted into plan check on July 15, 2019, and comments were returned by Planning. Revised grading and landscape plans and final map were submitted on July 30, 2019, and comments have been

returned. Staff is awaiting the next submittal. The Precise Development Plan was approved by the Planning Commission on August 13, 2019.

5. Aspire (131 apartment units on Municipal Lot 1) (Developer: Addison Garza, Touchstone Communities) – The proposal consists of a six-story mixed-use development across from City Hall on Parking Lot 1. The project was initially submitted for entitlement processing for a 106-unit development on June 23, 2017. On March 14, 2019, the applicant submitted a revised project under state and city density bonus law that increases the number of dwelling units in return for the provision of 11 Very Low Income housing units. The increased density (now 131 units) has been accommodated by eliminating all 3-bedroom units to allow additional studio, one- and two-bedroom units within the same building structure. The project includes 4,289 square feet of commercial space on the ground floor, primarily fronting on Maple Street Plaza. A purchase and sale agreement for the project site (Parking Lot 1) was approved by the City Council on September 19, 2018. The Planning Commission voted 6-1 to recommend approval of the project on August 27, 2019. The City Council voted 3-2 to deny the project on October 9, 2019.

6. Quince Street Senior Housing (Developer: Matt Jumper, 220 Quince, L.P.) 145 apartment units at 220 N. Quince St. – The five-story affordable senior housing apartment project was submitted on November 21, 2017. The applicant submitted revised plans on May 3, 2019. Public review of the Draft Mitigated Negative Declaration resulted in two comment letters. A Final MND was prepared and included in the staff report, which was presented to the Planning Commission. The project was reviewed by the Planning Commission on August 13, 2019 and the commission unanimously supported the project. The City Council considered this item at their September 25, 2019, meeting and requested additional information. A continued public hearing has been set for October 23, 2019.

7. Sager Ranch/Daley Ranch Resort Specific Plan (Developer: J. Whalen Associates, Inc., Sager Ranch Partners) 203 housing units and 225-room resort hotel on 1,783-acres, just north and east of Daley Ranch – This proposed residential and resort hotel annexation and specific plan project was received on March 2, 2018. The project submittal has been deemed incomplete and a letter from staff requesting additional project related information was sent to the applicant on April 4, 2018. Requested information includes annexation exhibits, proposed general plan amendment text, a proposed Transfer of Development Rights Program, environmental initial study, and a fiscal impact analysis. Planning met with the applicant on May 17, 2018 to discuss items listed in the letter. A follow-up meeting to discuss engineering issues occurred on June 27, 2018. The applicant met with Escondido Fire and Valley Center Fire on August 1, 2018 to discuss fire protection issues. Significant fire-related issues to be addressed include the steepness of the project entry road, secondary emergency access and Fire Department response times. A follow-up meeting with the applicant to discuss these issues occurred on October 11, 2018. On April 5, 2019, the applicant provided a letter response with alternative compliance proposals to address some of the fire-related issues. On May 14, 2019 the applicant provided additional fire-related information requested by Fire and Planning. Fire, Planning, and Engineering staff met with the applicant team on May 29, 2019 to discuss the fire-related information. A financial feasibility study for the proposed resort was submitted on July 8, 2019.

   A project webpage containing draft documents and plans has been added to the Planning Division's website at the following link:

   Sager Ranch Resort Specific Plan - City of Escondido

8. Nutmeg Condo General Plan Amendment (Developer: Jim Simmons, CCI) 137 townhome condo units on 7.7 acres on both sides of Nutmeg between I-15 and Centre City Parkway – This proposed multi-family residential development includes a GPA from Office to Urban III (up to 18 du/acre) as well as a specific alignment plan for Nutmeg and a vacation of approximately one acre of public right-of-way for use in the project. The project application was received on June 15, 2018. Initial comments from Planning, Fire, Engineering, Utilities and Traffic Engineering were provided to the applicant on July 13, 2018. A Notice of Availability for the Draft EIR was issued May 7, 2019, announcing a 45-day public review period from May 10, 2019 to June 24, 2019. Caltrans expressed a concern for having encroachment into their right of way. As a result, project revisions are necessary for the southern portion of the property to accommodate grading and fuel modification zone planning on-site. The applicant met with Planning and Engineering on August 14, 2019 to discuss potential changes to the project. The project applicant is splitting the project into northern and southern pieces with the Final EIR and northern piece progressing to public hearing with Planning Commission on October 22, 2019.

9. Oak Creek (Builder: KB Homes) 65 single-family residential lots on approximately 44 acres at Felicita Road and Hamilton Lane – The Zoning Administrator approved a modification to the Precise Development Plan to revise the architecture on October 25, 2018. On-site remediation of hazardous materials has been completed and DTSC has issued a clearance letter. On-site improvement plans have been approved. The rough grading permit was issued on April 18, 2019, and grading has commenced on the site. The Precise Grading Plan for the model homes has been approved and building permits for two model homes were issued the week of July 8. A Model Home Permit was approved by Planning on July 10, 2019, for the sales office and temporary improvements. A second plan check submittal for the final map was received the week of May 13. Second plan check for the off-site improvement plans was received on June 3, 2019. Engineering comments have been returned and Engineering has approved all improvements, excepting those provided for on Felicita, which additional changes are expected. County of San Diego staff from the Parks and Public Works Divisions have met with the applicant to discuss ways to evaluate floodplain and drainage issues occurring at the Felicita Park. A follow up meeting with Engineering occurred on August 28, 2019. In response the applicant submitted a hydraulics study to DPW on September 9, 2019. Discussions between KB Homes and the County are on-going.

10. 555 West Grand Mixed-Use Building (Developer: Ed McCoy) 32 condo units in three floors over a parking garage – This 32-unit mixed-use development with 610 SF of office/flex space was submitted as a planned development application on August 27, 2018. The project is seeking a reduction in parking and open space standards. The applicant submitted a parking study on May 13, 2019, to support the proposed reduction in the number of parking spaces. The applicant met with Engineering and Planning staff on May 22, 2019 to discuss the driveway location and Development Agreement terms. Project plans were resubmitted to the City on June 24, 2019. The project was recommended for approval by the Planning Commission on September 10, 2019. The City Council voted 5-0 to approve the project on October 9, 2019.

11. Villa Portofino (Developer: Chris Post, ATC Design Group) 15 apartment units in a three-story building with parking garage at 2690 S. Escondido Blvd. – This 15-unit multi-family residential project on a 0.52-acre parcel between S. Escondido Blvd and Cranston Drive was submitted as a Plot Plan application on November 28, 2018. A Development Agreement will be required to reduce open space. A comment letter was issued on December 20, 2018. Planning, Fire and Engineering met with the applicant on June 10, 2019, to discuss revisions to the plans

intended to address the previous comments. A revised project design was routed to all departments on August 23, 2019. Engineering and Utilities comments were provided to the applicant on October 2, 2019.

12. Palomar Heights (Developer: Ninia Hammond, Integral Communities) Demolition and redevelopment of the old Palomar Hospital site with 510 multi-family units – A proposed Tentative Map, Planned Development, Specific Plan Amendment and EIR to redevelop the 13.8-acre former hospital site. Up to 5,500 square feet of recreation or commercial space could be included. A partial project application was submitted on December 24, 2018. Engineering and Planning comments on the initial project submittal were sent to the applicant on February 12, 2019. A contract for a developer-funded planning consultant to work on this project as an extension of Planning staff was approved by the City Council on February 13, 2019. Planning Engineering and Fire met with the applicant team on February 27, 2019 and again on April 24, 2019 to go through proposed revisions to the site plan and building designs. The applicant revised the plans to increase the unit count from 424 units to 510 units. A Notice of Preparation (NOP) for the Draft EIR was issued on May 3, 2019 and a public scoping meeting took place on May 20, 2019. The public comment period for the NOP closed on June 3, 2019, and approximately 28 comment letters and written forms from the scoping meeting were received. Resubmittal of the redesign package was filed on June 25, 2019. Design and site plan information was submitted on July 1, 2019 and a screen check EIR was submitted on July 29, 2019. City comments on the design package was transmitted on August 2, 2019. Comments on the screen check EIR were issued on August 27, 2019. It is anticipated that the draft EIR will be released for public review and comment in mid to late fall. The third revision to project plans was submitted to Planning on September 11, 2019. Comments are expected to be issued this week. A meeting with Utilities to discuss water and sewer plans and meter credits took place on October 3, 2019. A Planning Commission work session focused on project design occurred on October 8, 2019.

    The development proposal and other related information can be accessed on the City's website at the following link:

    https://www.escondido.org/palomarheights.aspx

13. Henry Ranch (Builder: Joe Martin, Trumark Homes) An approved development of 97 single-family residential homes on 74.35 acres at the eastern terminus of Lincoln Avenue – The Tract 920 development proposal was originally approved in 2007 and an extension of the associated Development Agreement was approved in 2016. Final Map, grading plans and improvement plans were submitted for initial review on February 12, 2019. Architectural plans were submitted for Design Review on February 15, 2019, and comments were issued on March 14, 2019. The second submittal of final engineering was received on April 22, 2019, and several rounds of comments have been issued. The grading plan was resubmitted during the week of October 7, 2019. The project applicant is still working on the improvement plans, particularly water service issues.

14. Del Prado (Developer: Kerry Garza, Touchstone Communities) – An approved 113-unit townhome-style Planned Development located at the southwestern corner of Brotherton Road and the Centre City Parkway frontage road - The Del Prado project was approved by the City Council in May of 2016. The project site is separated into two parcels by an SDGE parcel. Engineering and Planning are reviewing third plan check for final map, grading and improvement plans for Del Prado South. Del Prado North is in second plan check for the same plans. No building plans have been submitted into plan check. Planning has provided

comments for the North landscape plans. The applicant is attempting to resolve sewer issues with the Regional Water Quality Control Board because sewer lines are proposed to cross over water lines. Utilities is awaiting resubmittal of a full set of plans and met with the applicant on August 1, 2019 to review potential redesign options. Planning approved the South landscape plan.

15. Pine Street Apartments (Developer: Paul Mayer, Pemcor) A five-story, 198-unit apartment complex with structured parking on 2.31 acres – A proposed planned development and Specific Plan Amendment for a new residential development on Third Avenue between Quince Street and Pine Street in the Mercado District of the Downtown Specific Plan. The development proposal was submitted for initial review on August 2, 2019. Plans have been distributed to all departments. The applicant recently notified staff that the project economics will require a significant redesign and that revised plans will be forthcoming. A meeting with Engineering and Planning to discuss revised concepts occurred on October 7, 2019.

16. Hacienda De Vega Redevelopment – (Developer: Tony Cassolato) A proposed residential condominium development consisting of 42 three-story attached townhomes on 1.75 acres – The project would demolish the vacant restaurant building and redevelop the entire site for residential use. An application for a tentative map, plot plan and condominium permit was submitted on October 8, 2019. All departments are conducting a first review of the proposal.

17. Accessory Dwelling Units – Planning staff is currently working on nine (9) applications for accessory dwelling units. Twenty-six (26) accessory dwelling units have been approved so far this year. Twenty-four (24) accessory dwelling units were approved in 2018. Three (3) accessory dwelling units were approved in 2017.

Building Division:

1. The Building Division issued 79 permits this week (including 41 solar photovoltaic) with a total valuation of $380,770 including tenant improvements for the CVS store located at 318 W. El Norte Pkwy, with a value of $75,000.

2. Our building inspectors responded to 223 inspection requests. 155 customers visited the Building counter during the week.

3. *No change from the previous.* The Latitude 2 apartment project at 650 Center City Pkwy has received Building final approvals and Temporary Certificates of Occupancy for buildings 1-4. Field Engineering have released Building 6 for TCO. The Building Division has granted a Temporary Certificate of Occupancy, with minor restrictions and is awaiting a request for Final inspection of Bldg. 6. Final Inspection pending the receipt of all final reports from the contractor.

4. *No change from the previous.* The new two story church sanctuary building at 1864 N. Broadway is progressing toward final inspection. Finish work continues to proceed and may take several weeks to complete. A Final Inspection will be performed once work is completed and requested by the contractor.

5. The 105-room Springhill Suites Hotel at 200 La Terraza is currently operating on a Temporary Certificate of Occupancy, pending Engineering final approval. Work is on-going to complete Engineering conditions including construction of a traffic signal. However, additional time is

needed. The TCO has been granted an additional 30-day extension, which will expire November 16, 2019.

6. *No change from the previous.* The new five-story storage building at 852 Metcalf St. has completed T-bar ceiling grid and has been approved by staff. The previous hold on inspections has been lifted by the Building Inspection staff. Plans to address the corrective measures for the Bio-retention basin have been approved by the Engineering Division. The installation of outdoor lighting standards has been approved.

7. The Gateway Grand 126-unit apartment project at 700 W. Grand Ave. has received approval of exterior shear for 4th and 5th floors. 4th floor corridor shear walls have been approved for Building B. Floor sheathing for 4th floor of Building C has been approved. Plumbing top out has been approved for the leasing office and club house. Building B 4th floor corridor ceiling and portions of ceiling drywall have been approved.

8. *No change from the previous*. The new apartments at 917 W Lincoln Ave, consisting of 3 buildings and 9 total units, has received partial approval of drywall. Drywall installation is complete. Finish work is on-going and will take several weeks to complete. Inspection of electrical gear scheduled for this week. Staff is awaiting a request for final inspection.

9. *No change from the previous*. The new 2 story 20,000 sf office building for Superior Ready Mix on 1564 W. Mission is awaiting final inspection.

10. *No change from the previous*. KB Homes Oak Creek development on Daisy Field Glen has completed the model home construction phase of the development. Plan revisions have been submitted and are currently under review. Staff has been informed by KB's permit coordinator that requests for permit issuance of the first phase could be occurring within the next 2 to 3 weeks. The number of homes in the first phase could total between 12-16 dwellings. Construction of the Guard shack is currently underway-so far framing, roof sheathing, drywall and exterior lath have been approved.

11. The Starbucks "shell" building located at 350 W. Valley Pkwy has received partial pre-roofing inspection to allow for shear transfer connections to be placed. Exterior shear, rough framing, electrical, plumbing and mechanical have been approved. Drywall and exterior lath also have been approved.

ENGINEERING DEPARTMENT

Capital Improvements:

1. Transit Center Pedestrian Bridge Project – On the north end of the project the contractor is continuing grading operations to shape the new channel alignment. If parts arrive we are scheduled to perform hot taps this week for new water service laterals along Grand Avenue at Spruce Street and at West Valley Parkway. The contractor is continuing with excavation and will begin footing forms and installing steel for new wall footings along Spruce Street and 3rd Avenue in preparation of the new masonry flood wall design. Installation of irrigation system lateral lines has begun on the completed slopes at the northern most end of the project. Forty-Six (46) working days remain on the contract.

2. El Norte Parkway Improvements – The project includes widening of El Norte Parkway at the flood control channel by the installation of a new bridge, construction of new median islands from Valley Parkway to Washington Avenue, landscaping and a drip irrigation system, a bike/pedestrian signal at the flood control channel, along with roadway resurfacing. The next items of construction are the bridge abutments and wingwalls. Framing of these items will be proceeding for several days. The traffic signal contractor is installing signal interconnect conduit this week between the channel and Kalie Lane. Ninety-one (91) working days are remaining for project completion. Submittals are continuing to be processed by staff.

3. 2019 Street Rehabilitation and Maintenance Project Rebid- The rebid of the project has been completed and achieved the desired outcome. The low bid came in at a cost saving of $363,962. This year's project will resurface approximately 71-lane miles of pavement, replace 0.59- miles of sidewalk, and restripe 2.5- miles of bike lanes, install 51 pedestrian ramps, and replace 90 street trees that are damaging concrete improvements. With the continued investment into our streets the City has increased its Pavement Condition Index (PCI) from 55 to 61 points since 2013. Improvements made with the annual project that recently completed up were not included in that PCI determination. This year's project is Maintenance Zone W, which is west of I-15 between State Route 78 and Felicita Avenue. Higher volume streets include Eucalyptus Avenue, Valley Parkway between Auto Parkway and 11th Avenue, Citracado Parkway East of Valley Parkway and 9th Avenue between Auto Parkway and Hale Avenue. Valley Parkway between Fig Street and Grape Street is also being treated. The project will be presented at the October 23 City Council meeting, with staff's recommendation to award the rebid project. More information can be found at https://www.escondido.org/city-of-escondido-street-maintenance-program.aspx



4. Storm Drain Pipe Lining and Rehabilitation Project Phase1 – The project consists of 14 work zones and 3 Bid Alternate locations for the videoing, grouting, repairing, and lining of existing corrugated metal pipes (CMP) within the City's inventory. Liner installation at 3 locations is the order of work for this week.

Private Development

1. Tract 932 - Canyon Grove Shea Homes Community – The developer is beginning to remove damaged concrete improvements throughout the project. Only Seven (7) housing units remain to be released.

2. Latitude II Condominiums: Washington Avenue @ Centre City Parkway – *No changes from reported last week:* The project will be working on punch list items over the next reporting period.

3. Tract 934 – Is a 5-lot subdivision located at 1207 Gamble Street. *No changes from that report from last week*: Offsite & onsite concrete improvements were constructed on Wednesday of this week.

4. 1221 Gamble Street – *No changes from that reported last week*: Is a 3-lot subdivision located adjacent to Tract 934. Installation of concrete curb and gutter forms are in place along Gamble Street. Importing of material is nearing completion for the construction of the 2 new lots along Pear Blossom Place.

5. Veterans Village – *No changes from that reported last week.* It was determined after reporting on the project status last week that the Storm Water Certification has not been received. The bonds and securities will be placed on hold until this documentation is received.

6. KB Homes Oak Creek Project – The construction of the new storm drain crossing along Hamilton Lane is complete. Hamilton lane will be closed to through traffic during daytime work hours only for the construction of the new water main between Felicita Avenue and Miller Avenue. Emergency Services will be able to access Hamilton Lane at any time during this phase of construction.

7. ATT Facility Tank Relocation – A punch list walk is scheduled for October 21. The contractor will slurry a section of Parking Lot 4 and restripe the area starting on October 22.

8. North American Self Storage – *No changes from that reported last week*. The project is located at 852 Metcalf Street. The new water line was tied in to the City system late last week.

9. Pradera by Lennar – The construction of 779’ of 12” water main along Conway Drive, between Lehner Drive and Rincon Avenue is continuing. The last 300’ of new line will be installed over the next week.

10. Henry Ranch Tract 920 – *No changes from that reported last week*. The project is located at the intersection of El Norte Parkway/Lincoln Avenue. The project currently has a Demo/Grading permit for clearing vegetation/trees and structures associated with the Henry Avocado Packing Plant that was located on the site. The utility contractor is pot holing the existing gas service lateral that is required to be removed in the El Norte Pkwy/Lincoln Ave intersection.

11. The Villages – Village 1 grading plans have been approved. Village 1 is between Country Club Drive to the south, David Drive to the east and Golden Circle Drive to the north. A total of 111 homes are to be constructed in Village 1. The project is actively being graded this week. The grading contractor has begun to move dirt with the use of 6 caterpillar scrapers. Each vehicle can hold up to 44 cubic yards in a single pass. The demolition of the existing concrete is continuing this week with the removal and all steel reinforcement used in the golf course structures.

GRANT APPLICATIONS

Applications

- This week, the City has applied for a grant from the International Mountain Bicycling Association to complete an update to the trails portion of the Daley Ranch Master Plan. The grant would provide approximately $15,000 in professional trail planning and consultation services. If successful, an additional $15,000 in match funds will be provided by the San Diego Mountain Bike Association, Friends of Daley Ranch, and Valley Center Trails Association. Some of the primary goals of the plan will be to determine the viability of a new trail to the top of Burnt Mountain and a staging area/parking lot on the Valley Center side of the Ranch and to design sustainable trails with better flow for multiple users.

- This week, the City has applied for a $2,612,290 grant from the State of California Natural Resources Agency to fund a pilot expansion of the Escondido Creek Trail between Harding Street and Midway Dr. Currently, only one side of the Escondido Creek is currently open to the public. This project will create a double-sided trail on approximately 0.85 miles; on one side will be the existing Class I bicycle path; on the other, a new DG trail.
  In addition to construction of the trail, improvements along the Escondido Creek Trail will include installation of: upgraded fencing along the top of the concrete channel, new entry fencing along the roadway crossings, new pathway lighting, trail gateways/monuments/signage, murals along existing concrete flood channel walls, amenities (such as trash receptacles, dog waster dispensers, shade covers, water bottle fillers), new fitness/adventure play/skate features, new landscape and trees with irrigation.

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