

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLEASANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLEASANTON AND SHAC Las Positas Apartments, L.L.C. a California Limited Liability Company, AS FILED UNDER CASE _____

WHEREAS, Government Code, Sections 65865 through 65869.5, authorize a city to enter into binding development agreements with persons having legal interests in real property for the development of such property; and

WHEREAS, SHAC Las Positas Apartments, L.L.C. a California Limited Liability Company,, has applied to the City for a development agreement concerning its PUD development plan application for a high-density residential and medium-density residential development filed under Case No. PUD-_____ ("the Project"); and

WHEREAS, after public notice, on _____, 2014, the Planning Commission held a hearing and recommended approval of the Development Agreement; and

WHEREAS, at its meeting of _____, 2014, the City Council reviewed the staff report from the Director of Community Development together with a copy of the staff report to the Planning Commission on this matter; and

WHEREAS, on _____, 2014, a duly-noticed public hearing was held by the City Council, at which time the applicant and members of the public were offered an opportunity to present evidence regarding the development agreement; and

WHEREAS, the development agreement is for the Project, for which the City Council found (1) that the previously prepared Supplemental Environmental Impact Report (SEIR), including the adopted CEQA Findings and Statement of Overriding Considerations in City Council Resolution 12-492, and the Addendum to the SEIR for the project are adequate to serve as the environmental documentation for this project and satisfy all the requirements of CEQA, and (2) that the conditions described in California Environmental Quality Act (CEQA) Guidelines Section 15162 have not occurred; and

WHEREAS, the City Council finds that the proposed development agreement is consistent with the City's General Plan;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The Development Agreement between the City of Pleasanton and SHAC Las Positas Apartments, L.L.C. a California Limited Liability Company,, of the general form and terms of which are attached hereto as Exhibit C and incorporated herein by this reference, is hereby approved, and the City Manager and City Attorney

are authorized to make minor changes to the Development Agreement to reflect the Project, as approved, prior to the City Manager executing the Development Agreement.

Section 2. A summary of this ordinance shall be published once within fifteen days after its adoption in the "Valley Times", a newspaper of general circulation published in the City of Pleasanton, and the complete ordinance shall be posted for fifteen days in the City Clerk's office within fifteen days of its adoption.

Section 3. This ordinance shall be effective thirty days after its passage and adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Pleasanton on _____, 2014, by the following vote:

- Ayes:
- Noes:
- Absent:
- Abstain:

And adopted at a regular meeting of the City Council of the City of Pleasanton on _____, 2014, by the following vote:

- Ayes:
- Noes:
- Absent:
- Abstain:

Jerry Thorne, Mayor

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Jonathan P. Lowell, City Attorney

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Pleasanton
City Clerk's Office
123 Main Street
P.O. Box 520
Pleasanton, CA 94566

Recording Fees Exempt Pursuant to Government Code
§ 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEVELOPMENT AGREEMENT
5850 WEST LAS POSITAS APARTMENTS

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Pleasanton
City Clerk's Office
123 Main Street
P.O. Box 520
Pleasanton, CA 94566

Recording Fees Exempt Pursuant to Government Code
§ 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into in the City of Pleasanton on this _____ day of _____, 2014, by and between the City of Pleasanton, a municipal corporation (the "**City**"), and SHAC Las Positas Apartments, LLC, a California limited liability LLC, (the "**Developer**"), pursuant to the authority of California Government Code sections 65864 *et seq.*

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California enacted California Government Code sections 65864 *et seq.* (the "**Development Agreement Statute**"), which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Developer has a legal interest in certain real property located in the City of Pleasanton, County of Alameda, California consisting of approximately 5.9 acres located at 5850 W. Las Positas Boulevard, as more particularly described in **DA Exhibit A-1** attached hereto, and as shown on the site plan attached hereto as **DA Exhibit A-2**. Developer contemplates developing a residential development project on such real property commonly referred to as "**5850 West Las Positas**" in Pleasanton, California.

C. In October 2010, the City Council confirmed an 11-member Housing Element Task Force (Task Force) with the mission to oversee the update of the City's Housing Element. After nine Task Force meetings, four community workshops, input from housing experts, and extensive community input, the Task Force recommended a draft list of sites for rezoning to residential uses. On recommendation of the Planning Commission, the City Council, at a duly noticed public hearing held on January 4, 2012, rezoned the real property referred to in Recital B above to Planned Unit Development-High Density Residential (PUD-HDR), with the high density portion of such real property to be developed at a minimum density of 30 units per acre. Such rezoning of the real property referred to in Recital B was approved by Ordinance No. 2030____ to allow high-density and medium density residential use on the site consistent with the Task Force recommendations, the Housing Commission recommendations from its

November 17, 2011 hearing and the direction of the Planning Commission-City Council Joint Workshop held December 6, 2011.

D. City has undertaken several actions to meet its Regional Housing Needs Allocation (“RHNA”), to review and plan for the future constructive reuse of housing uses on this 5.9 acre site, including, without limitation, the following:

(1) CEQA Compliance. A Supplemental Environmental Impact Report was prepared and certified for the City of Pleasanton Housing Element and Climate Action Plan General Plan Amendment (“**Housing Element EIR**”) and Rezoning on January 4, 2012. This recent Housing Element EIR anticipated that a high-density and medium density residential project of up to 177 apartments would be constructed on the Project Site (as defined below). Upon receipt of Developer’s project applications, City prepared and considered an Addendum to the Housing Element EIR and determined that the Housing Element EIR fully analyzed all the impacts of the Project.

(2) Housing Site Development Standards and Design Guidelines. On September 4, 2012, the City Council adopted the Housing Site Development Standards and Design Guidelines (“**Design Guidelines**”) to guide development on the rezoned sites, including the Project Site (as defined below).

(3) PUD Development Plan. Following review and recommendation by the City Planning Commission and after a duly noticed public hearing, preparation and consideration of an Addendum to the Housing Element EIR, the City Council, by Ordinance _____ approved the PUD Development Plan (the “**Project Design Review**”) for the 5.9 acre residential housing site referred to above known as the “**5850 West Las Positas**,” surface parking and related site improvements, and collectively referred to in this Agreement as the **Project Site**.

(4) Growth Management Agreement. Following review and approval of the Design Guidelines and the PUD Development Plan for the Project Site, the City Council, by Resolution determined that it was in the best interests of the City to approve a Growth Management Agreement covering the Project Site (the “**GMA**”) and further determined that the City’s obligations to meet its RHNA is best served if City issues the residential building permits for the Project Site consistent with the GMA.

(5) Affordable Housing Agreement. Following review and recommendation of the Housing Commission and after a duly noticed public hearing, the City Council, by Resolution ____ approved an Affordable Housing Agreement covering the Project Site (the “**AHA**”).

(6) Development Agreement. Following review and recommendation by the City Planning Commission and after a duly noticed public hearing, the City Council, by Ordinance ____, determined that this Agreement was consistent with the City’s General Plan and PUD-____, and approved this Agreement.

The approvals described in this Recital D are collectively referred to herein as the “**Project**” or the “**Project Approvals**” and applies to the 177 unit apartment project at 5850 West Las Positas.

In exchange for the benefits to City described in these recitals, including but not limited to assurance that a residential project consistent with the PUD Development Plan approval referred to above and Design Guidelines intended to meet the City's RHNA can proceed, together with the other public benefits that will result from the development of the Project Site, Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with the "**Applicable Law**" (defined below), and therefore desires to enter into this Agreement.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

Article I Description of Property, Effective Date and Term.

Section 1.01 Description of Property. The real property which is the subject of this Agreement is the 5850 West Las Positas site, as described in the attached **DA Exhibit A-1** and **DA Exhibit A-2**.

Section 1.02 Effective Date. This Agreement shall become effective upon the date the ordinance approving this Agreement becomes effective (the "**Effective Date**").

Section 1.03 Term. The term of this Agreement shall commence on the Effective Date and extend ten (10) years thereafter (the "**Term**").

Article II Standards, Laws and Procedures Governing the Project.

Section 2.01 Vested Right To Develop. Developer shall have a vested right to develop the Project Site in substantial conformance with the terms and conditions of the Project Approvals, the Subsequent Approvals (defined below) (as and when issued), the Applicable Law (defined below) and amendments as shall, from time to time, be approved pursuant to this Agreement. Specifically, while Developer contemplates constructing the Project Site in accordance with the Project Design Review, Developer shall have the vested right to develop the Project Site with 177 apartment units, surface parking and related site improvements, in accordance with the PUD Development Plan referred to above.

Section 2.02 Permitted Uses. The permitted uses and the density and intensity of use of the Project Site; the maximum height, bulk and size of the proposed buildings, apartments and single family homes; provisions for reservation or dedication of land for public purposes and the location of public improvements; the general location of public utilities; and other terms and conditions of development applicable to the Project, shall be as set forth in the Project Approvals, as and when they are issued (but not in any limitation of any right to develop as set forth in the Project Approvals), and any Subsequent Approvals (defined below).

Section 2.03 Applicable Law. "Applicable Law" shall mean the existing rules, regulations, official policies, standards and specifications governing permitted uses of the Project Site, governing density, and governing the design, improvements, the City's Residential Growth

Management Program (as set forth in Chapter 17.36 of the Pleasanton Municipal Code), the AHA and applicable City regulations, and construction standards and specifications applicable to the Project Site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date. During the Term, to the extent there are any conflicts between the Project Approvals (including but not limited to conditions to any of the Project Approvals) and this Agreement, the terms and conditions of this Agreement shall govern. Further, the parties acknowledge that the GMA, once approved, is a vested element of this Agreement, notwithstanding subsequent RHNA cycles, or existing timing provisions or subsequent changes to the City's Growth Management Ordinance (the "GMO"). Further, during the Term, to the extent there are any conflicts between the GMA and the GMO, the terms and conditions of the GMA shall govern.

Section 2.04 Moratorium, Initiatives and Conflicting Enactments. To the extent consistent with state law (and excepting a declaration of a local emergency or state emergency as defined in Government Code section 8558), if any ordinance, resolution or other measure is enacted subsequent to the Effective Date, whether by action of City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Project or Project Approvals or Subsequent Approvals on all or any part of the Project Site ("City Law"), City agrees that such ordinance, resolution or other measure shall not apply to the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the Term.

Section 2.05 Life of Project Approvals or Subsequent Approvals. The term of any Project Approval or Subsequent Approval shall automatically be extended for the longer of Term of this Agreement or the term otherwise applicable to such Project Approval or Subsequent Approval if this Agreement is no longer in effect. The Term of this Agreement, any other Project Approval or Subsequent Approval shall be extended by any period of time during which any applicable development or utility moratorium, lawsuit or the actions of other public agencies that regulate land use, delays construction of the Project.

Section 2.06 Development Timing. Subject to Applicable Law, including the GMA, Developer shall have the right to develop the Project on the Project Site in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

Section 2.07 Compliance with State and Federal Law. This Agreement is subject to Developer's compliance with all applicable federal and state laws and regulations and compliance with the California Environmental Quality Act, Public Resources Code sections 21000 *et seq.* ("CEQA").

Article III Developer Obligations.

Section 3.01 Obligations of Developer Generally. The parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of City set forth in this Agreement is a material consideration for Developer's agreement to perform and abide by its long term covenants and obligations, as set forth herein. The parties acknowledge that many of Developer's long term obligations set forth in this Agreement are in addition to

Developer's agreement to perform all the mitigation measures identified in the Project Mitigation Monitoring and Reporting Program.

Section 3.02 Development Impact Fees. Except as otherwise specifically set forth in this Article 3 or otherwise herein, Developer shall only pay to City those legally enforceable development impact fees and exactions which are in effect as of the Effective Date. Developer shall pay those periodic cost of living or similar indexed increases, decreases or adjustments to such fees and exactions as are applicable and in effect at the time such fees or exactions would otherwise be payable to City. A complete list of these applicable development impact fees and exactions is attached as **DA Exhibit B**. Developer acknowledges that this Development Agreement does not control development related fees charged by entities other than the City of Pleasanton as more particularly described in the succeeding sections, and that Developer shall be responsible for payment of such fees charged by entities other than the City in effect at the time of building permit issuance notwithstanding the fact that the City may collect such fees on behalf of those other entities.

Section 3.03 Traffic Mitigation Measures; Traffic Impact Fees. Developer shall be obligated to mitigate the traffic related impacts of the Project in conformance with the Housing Element EIR, Mitigation Measure 4.N-7, which shall be deemed full compliance with General Plan policy, by complying with each of the following:

- (a) Pleasanton Traffic Impact Fee. Developer shall pay to City the applicable Pleasanton Traffic Impact Fee in accordance with the City's fee schedule in effect on the Effective Date of this Agreement as may be applicable, and
- (b) Tri-Valley Transportation Committee Fee. Developer shall pay the Tri-Valley Transportation Committee Fee to the City at time of building permit issuance, or to the extent permitted by law no later than at time of issuance of certificate of occupancy.

Below Market Rate Units. As more particularly set forth in the AHA, assuming Developer develops the 177 apartment unit project as contemplated by the GMA and the Project Design Review, Developer shall be obligated to make fifteen percent (15%) or twenty seven (27) affordable units available for rent within the Project Site, in accordance with the following:

- (c) six (6) affordable units to households at or below 50% of the Area Median Income ("AMI");
- (d) twelve (12) affordable units to households at or below 80% of the AMI; and, nine (9) affordable units to households at or below 100% of the AMI;
- (e) The AHA shall more specifically identify the affordable unit mix, including required number of unit types, units for the physically disabled, unit construction quality and location, for these affordable units;
- (f) The affordable unit rents shall be based on the following household sizes:
 - (1) 1 Bedroom Unit: Two (2) person household;

- (2) 2 Bedroom Unit: Three (3) person household;
- (3) 3 Bedroom Unit: Five (5) person household; and

(g) City acknowledges and finds that in recognition of the Project compliance with the fifteen percent (15%) affordable housing calculation provided in the City's inclusionary zoning ordinance, the Project is exempt from any obligation to pay the City's Lower Income Housing Fee.

(h) In lieu of providing any affordable units required by this Agreement and in full satisfaction of all requirements of developer under this Agreement, City may elect, not later than the first to occur of one year after the effective date of this Agreement or forty-five (45) days after Developer notifies City in writing of its intent to apply for a building permit, to require a one time in lieu fee in the amount of Two Million Three Hundred Thousand (\$2,300,000), which shall be payable upon issuance of certificates of occupancy.

Section 3.04 School Fees. Developer shall pay fees in accordance with State Law as provided by the Housing Element EIR. Furthermore, Developer shall do the following with respect to the development of residential units on the Project Site: Developer shall work with the Pleasanton Unified School District (PUSD) to develop a program to offset this project's long term effect on school facility needs in Pleasanton. This program shall be designed to fund school facilities necessary to offset this project's reasonably related effect on the long-term need for expanded school facilities. The method and manner of providing these funds and/or facilities to PUSD by Developer shall be approved by PUSD and in place prior to building permit issuance. Written proof of compliance with this condition shall be provided by Developer to the City, on a form generated by PUSD, prior to building permit issuance. If required by PUSD, as part of the program developed to offset this project's long term effect on school facility needs in Pleasanton, Developer shall pay to PUSD the school impact fees and supplemental mitigation amounts that PUSD has in place at the time Developer files an application for a building permit for this project. To the extent Developer enters into a written agreement with PUSD concerning the payment of school fees and/or supplemental mitigation amounts with respect to the development of residential units on the Project Site, then, the preceding sentence to the contrary notwithstanding, Developer shall pay school fees and supplemental mitigation amounts, if any, in accordance with the written agreement entered into between Developer and PUSD and Developer shall provide to City, prior to building permit issuance, PUSD's written confirmation of such agreement.

Section 3.05 Processing Fees; Permit Fees

(a) Building Permit. Developer shall pay to City building permit fees in accordance with the City's building permit ordinance in effect at the time the applicable building permit is granted by City.

(b) Processing Fees. Developer shall pay to City the City's reasonable application processing fees for the Project in accordance with the City's fee

schedule in effect at the time Developer submits the applicable Project application for processing.

Section 3.06 Park Fees. Consistent with, and in satisfaction of Developer's Quimby Act (Gov't code section 66477) and City Park Fee Ordinance (Chapter 19.44 of the Pleasanton Municipal Code), Developer will pay City park fees totaling approximately One Million Four Hundred Ten Thousand Five Hundred Thirteen Dollars (\$1,410,513). The precise amount of this contribution will be determined in accordance with the terms of the City's Park Land Fee Ordinance (Ordinance No. 1605) in effect on the Effective Date. Developer acknowledges that the inhabitants of the Project will benefit whether the City elects to apply these funds to the acquisition of parkland or to park and recreational improvements to the development of the Bernal Community Park or any other park requirement designated by the City.

Article IV City Obligations.

Section 4.01 Protection of Vested Rights. To the maximum extent permitted by law, City shall take any and all actions as may be necessary or appropriate to ensure that the vested rights provided by this Agreement can be enjoyed by Developer and to prevent any City Law from invalidating or prevailing over all or any part of this Agreement. City shall cooperate with Developer and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. City shall not support, adopt, or enact any City Law, or take any other action which would violate the express provisions or intent of the Project Approvals or the Subsequent Approvals (defined below).

Section 4.02 Availability of Public Services. To the maximum extent permitted by law and consistent with its authority, City shall assist Developer in reserving capacity for sewer, water and any other services as may be necessary to serve the Project.

Section 4.03 Developer's Right to Rebuild. City agrees that Developer may renovate or rebuild the Project Site within the Term of this Agreement should it become necessary due to natural disaster, changes in seismic requirements, or should the buildings located within the Project Site become functionally outdated, within Developer's sole discretion, due to changes in technology. Any such renovation or rebuilding shall be subject to the square footage and height limitations vested by this Agreement, and shall comply with the Project Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the requirements of CEQA.

Section 4.04 Processing Subsequent Approvals. "Subsequent Approvals" shall mean those certain other land use approvals, entitlements, and permits other than the Project Approvals which are necessary or desirable for the development of the Project on the Project Site as determined by Developer. The Subsequent Approvals may include, without limitation, the following: amendments of the Project Approvals, lot line adjustments and/or subdivision maps, improvement agreements, grading permits, building permits, sewer and water connection permits, and certificates of occupancy. The Subsequent Approvals shall be deemed tools to implement those final policy decisions reflected by the Project Approvals and shall be issued by City so long as they comply with this Agreement and Applicable Law and are not

inconsistent with the Project Approvals. Without limiting the preceding provisions of this Section 4.04 or Sections 2.01-2.02, City shall not (a) impose any conditions of approval or other requirements upon any Subsequent Approvals that conflict with any Project Approvals or that could prevent or materially increase the cost of development of the Project pursuant to the Project Approvals; or (b) require any further legislative level entitlements to enable Developer to build out the Project on the Project Site.

Article V **Miscellaneous.**

Section 5.01 Amendment to Project Approvals.

(a) Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the Director of Community Development or his/her designee shall determine (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is substantially consistent with this Agreement and Applicable Law. If the Director of Community Development or his/her designee finds that the proposed amendment or modification is minor, substantially consistent with this Agreement and Applicable Law, and will result in no new significant impacts not addressed and mitigated in the Housing Element EIR and Addendum thereto, the amendment shall be determined to be an “Administrative Project Amendment” and the Director of Community Development or his designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, minor increases or reductions in the density which do not affect the number of required affordable units as described in Section 3.03 above, minor increases or decreases in the intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, changes in trail alignments, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.

(b) Other Project Amendments. Any request of Developer for an amendment or modification to a Project Approval or Subsequent Approval which does not satisfy the requirements for an Administrative Project Amendment shall be subject to the review, consideration and action by City pursuant to the Applicable Law and this Agreement.

Section 5.02 Amendment of Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

(a) Administrative Agreement Amendments. Any amendment to this Agreement which does not substantially affect (i) the Term of this Agreement, (ii) permitted uses of the Project Site, (iii) provisions for the reservation or dedication of land, (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions, (v) the density or intensity of use of the Project Site or the maximum height or size of proposed buildings, or (vi) monetary contributions by Developer, shall not, except to the extent otherwise required by law, require notice or public hearing before the parties may execute an amendment hereto. Such amendment may be approved by the Community Development Director who shall make the determination in the context of the overall Project.

(b) Amendment Exemptions. No amendment of a Project Approval or Subsequent Approval shall require an amendment to this Agreement. Instead, any such amendment automatically shall be deemed to be incorporated into the Project and vested under this Agreement.

(c) Scope of Amendment. An amendment to this Agreement may properly address new impacts, if any, resulting from the proposed amendment and shall not serve as an opportunity for City to revisit vested rights unrelated to such amendment.

Section 5.03 Cooperation in Event of Legal Challenge. In the event of an administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of this Agreement or any Project Approval or Subsequent Approval, the parties shall cooperate in defending such action or proceeding. The parties shall use best efforts to select mutually agreeable legal counsel to defend such action, and Developer shall pay compensation for such legal counsel; provided, however, that such compensation shall include only compensation paid to counsel not otherwise employed as City staff and shall exclude, without limitation, City Attorney time and overhead costs and other City staff overhead costs and normal day-to-day business expenses incurred by City. Developer's obligation to pay for legal counsel shall not extend to fees incurred on appeal unless otherwise authorized by Developer. In the event City and Developer are unable to select mutually agreeable legal counsel to defend such action or proceeding, each party may select its own legal counsel at its own expense.

Section 5.04 Defaults. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided under law. No default hereunder shall render invalid the lien of any deed of trust, mortgage or security interest in or upon the Project Site or any improvements or fixtures at any time located thereon.

Section 5.05 Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement.

Section 5.06 California Law. This Agreement shall be construed and enforced in accordance with California Law.

Telephone: (925) 931-5002
Facsimile: (925) 931-5482

With Copies to: City of Pleasanton
City Hall
123 Main Street
P.O. Box 520 Pleasanton, CA 94566
Attn: Jonathan Lowell, City Attorney
Telephone: (925) 931-5015
Facsimile: (925) 931-5482

If to Developer, to: SHAC Las Positas Apartments, LLC
777 S. California Avenue
Palo Alto, CA 94304
Attn: Kevin Ebrahemi
Telephone: (650) 842-2268
Facsimile: (650) 842-4465

With Copies to: Jason Biggs, Senior Counsel
777 S. California Avenue
Palo Alto, CA 94304
Telephone: (650) 842-2245
Facsimile: (650) 213-8183

Section 5.12 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

DA EXHIBIT A-1.....Legal Description of 5850 WEST LAS POSITAS APARTMENTS

DA EXHIBIT A-2.....Diagram of 5850 WEST LAS POSITAS APARTMENTS

DA EXHIBIT BList of City Development Impact Fees

Section 5.13 Entire Agreement, Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of ___ pages and three exhibits which constitute in full, the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and the Developer.

Section 5.14 Estoppel Certificate. Developer may, at any time, and from time to time, deliver a written notice to City requesting City to certify in writing that: (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments entered into by the parties, and (c) to the knowledge of City, neither party is or has been in default under this Agreement, or if any such default has to City's knowledge occurred,

describing the nature of any such event of default and any cure thereof. City shall execute and return such certificate to Developer within ten (10) days following City's receipt thereof, and if City fails so to do within such 10-day period, the information in Developer's notice shall conclusively be deemed true and correct in all respects. The Director of Community Development, on behalf of City, shall execute certificates requested by Developer hereunder. City acknowledges that any certificate hereunder may be relied upon by any transferee or mortgagee of any interest of Developer hereunder.

Section 5.15 Further Assurances. Each of the parties covenants, on behalf of itself and its successors and assigns, to take all actions and to execute, with acknowledgment or affidavit if required, any and all documents and writings, that may be reasonably necessary, proper or convenient to achieve the purposes and objectives of this Agreement.

Section 5.16 Interpretation. Captions and headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. As used herein: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific section or paragraph; (c) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" (d) "shall," "will," "must," "agrees," and "covenants," are mandatory and "may" is permissive; and (e) "or" is not exclusive. The parties have jointly participated in the negotiation and drafting of this Agreement, and this Agreement shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the party who drafted a particular provision of this Agreement.

Section 5.17 Recordation of Development Agreement. Pursuant to California Government Code section 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Alameda.

[Signatures on next page]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

Dated:

“CITY”

CITY OF PLEASANTON,
a municipal corporation

By:

Nelson Fialho
City Manager

Dated:

Approved as to form:

By:

Jonathan Lowell
City Attorney

Dated:

“DEVELOPER”

SHAC LAS POSITAS
APARTMENTS, LLC

a California limited liability
company

By:

SHAC CMC LLC, a California
limited liability company, its sole
member

By:

Name:

Title:

By:

**SummerHill Apartment Communities,
a California corporation**

By:

Name:

Title:

STATE OF CALIFORNIA

SS.

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature _____

[Seal]

STATE OF CALIFORNIA

SS.

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature _____

[Seal]

DA-EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Pleasanton, County of Alameda, State of California, described as follows:

PARCEL 1:

LOT 19, AMENDED PARCEL MAP 3858, FILED NOVEMBER 3, 1986, IN MAP BOOK 165, AT PAGES 1 THROUGH 20, INCLUSIVE, ALAMEDA COUNTY RECORDS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OF VEHICLES AND PEDESTRIANS, AS GRANTED IN THAT CERTAIN "RECIPROCAL EASEMENT AGREEMENT", RECORDED JUNE 21, 2013 AS INSTRUMENT NO. 2013218769 OVER, ALONG AND ACROSS THE FOLLOWING STRIP OF LAND:

THE WESTERLY 15 FEET OF LOT 18A OF AMENDED PARCEL MAP 3922, FILED NOVEMBER 1987, IN BOOK 172, AT PAGE 80, ALAMEDA COUNTY RECORDS

APN: 941-2762-006

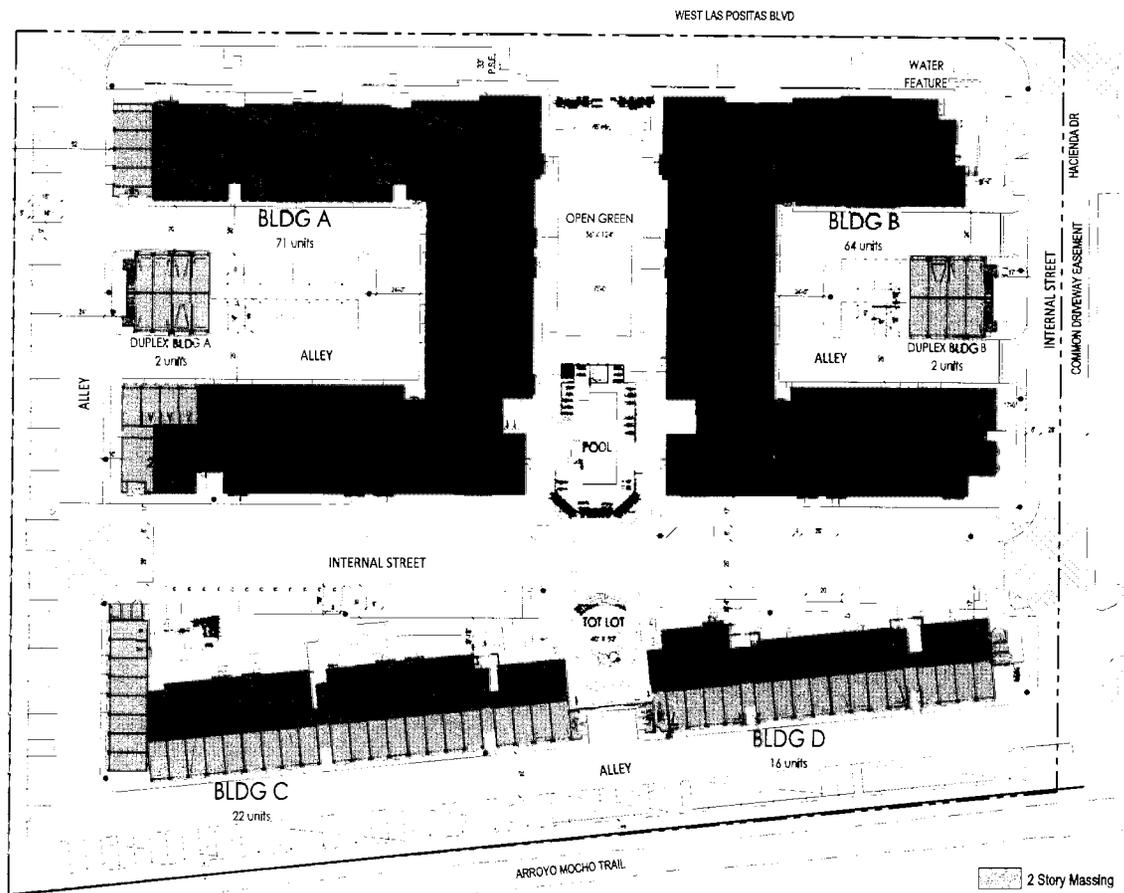
DA-EXHIBIT A-2

DIAGRAM OF 5850 WEST LAS POSITAS APARTMENTS

USE CURRENT SITE PLAN IN BLACK AND WHITE FOR RECORDING

DA-EXHIBIT B

LIST OF CITY DEVELOPMENT IMPACT FEES



	BUILDING				
UNIT MIX:	A	B	C	D	TOTAL
1-BEDROOM	32	30	10	13	85
2-BEDROOM	35	30	12		77
3-BEDROOM	6	6		3	15
	73	66	22	16	177 units

- 2 Story Massing
- 3 Story Massing
- 4 Story Massing
- Carport

PROJECT SUMMARY

Site Area:	5.9 acres or 257,283 sq. ft.	Gross Floor Area:	227,060 sq. ft.
Total Units:	177 DU	Building Footprint:	85,000 sq. ft.
Density:	30.0 DU/AC	Building Coverage:	33%
Building Heights:	2 to 4 Stories	Landscaped Area:	44,530 sq. ft.

DEVELOPMENT STANDARDS: (Per Housing Site Design Guidelines)

Front Setbacks: 33' min. from public streets
17' min. from internal streets

Side Setbacks: 8' min. to carports
50' min. from west property line to bldg.

Rear Setback: 8' min. to carports

Alley Setbacks:* 5' min. to garage door
3' min. to upper stories

Drive aisle widths: 26' min. Internal streets
24' min. alleys

PARKING REQUIRED:

1.5 spaces per 1-bedrm unit x 85 = 130 spaces
1.5 spaces per 2-bedrm unit x 77 = 116 spaces
2 spaces per 3-bedrm unit x 15 = 30 spaces
1 visitor space per 7 units x 177 = 25 spaces
301 spaces required

PARKING PROVIDED:

Garage spaces - 10' x 20' min. = 130 spaces (2 accessible)
Carport spaces - 9' x 18' min.** = 124 spaces (2 accessible)
Uncovered spaces - 9' x 18' min. = 38 spaces (4 accessible)
Compact spaces - 8' x 16' min. = 12 spaces
304 (8 accessible) spaces provided

SECURE BICYCLE PARKING REQUIRED:

0.8 per unit x 177 = **142 spaces required**

SECURE BICYCLE PARKING PROVIDED:

Inside Private Garages: 130 spaces
Inside Bicycle Storage Rooms: 20 spaces
150 spaces provided

RESIDENTIAL STORAGE REQUIRED:

40 cu. ft. per unit x 177 = **7,080 cu. ft. storage required**

RESIDENTIAL STORAGE PROVIDED:

40 cu. ft. patio storage x 153 = 6,120 cu. ft. provided on patios
2'w x 3'd x 6'-8"h typ. locker x 152 = 6,080 cu. ft. provided in storage rooms
12,200 cu. ft. storage provided

- NOTES:**
- * Zero setbacks to face of carriage buildings, with 2' garage door recess
 - ** Carport depth includes 2' vehicle overhang above landscaping



5850 WEST LAS POSITAS BLVD



SummerHill Apartment Communities
3000 Executive Parkway, Suite 450
San Ramon, CA 94583
650.842.2268
www.shapartments.com

CONCEPTUAL SITE PLAN

PLEASANTON, CALIFORNIA
K T G Y # 2813-0313 913/242814

KTGY Group, Inc.
Architecture+Planning
1733 Ocean Ave., Suite 250
Santa Monica, CA 90401
310.394.2623
ktgy.com



BUILDING PERMIT AND DEVELOPMENT FEES

March 1, 2012

The values shown in this document are for estimating purposes only. Many complex fees have been presented in a simplified form to assist the estimator. The values shown in this document reflect the fee rates in effect at the time of publication and are subject to change without notification.

Building Permit Fees are based upon the building permit fee schedule in effect at the time of permit application. Development Fees, however, are based upon the applicable rate in effect at the time of payment (usually permit issuance), not application date and are only application on newly constructed buildings or a change of use in an existing building. Plan Review fees are due at time of application submittal; building permit and impact fees are due at the time of permit issuance. Pre-payment of building permit fees or impact fees before issuance is not permitted.

Project valuation is the basis of all building permit and plan review fees. Alterations, Remodels and Tenant Improvements use the contract price for the work as the valuation, but new project valuation is determined from our valuation table. See a partial table below for a sample of some common project types. For uses not shown please contact the Building and Safety Division.

Use	Occupancy Group	Construction Type	Rate (per Sq Ft)
Single Family Dwelling	R-3	VB	\$129.36
Private Garage	U	VB	\$46.73
Licensed Residential Care Home	R-2.1	VA	\$143.81
Warehouse, unconditioned	S-1	IIIB	\$80.78
Office Building	B	VB	\$148.66
Retail Store	M	VB	\$112.04
Restaurant	A-2	VA	\$145.67

1. **Building Permit Fee.** Once a valuation has been determined for a project the Building Permit Fee can be calculated based on the table shown below. Many subsequent fees and charges are based on a percentage of this base fee.

Total Valuation	Base Fee	Rate per each Unit above Base
\$1 to \$500	\$23.50	
\$501 to \$2,000	\$23.50	\$3.05 per 100*
\$2001 to \$25,000	\$69.25	\$14.00 per 1,000*
\$25,001 to \$50,000	\$391.25	\$10.10 per 1,000*
\$50,001 to \$100,000	\$643.75	\$7.00 per 1,000*
→ \$100,001 to \$500,000	\$993.75	\$5.60 per 1,000*
\$500,001 to \$1,000,000	\$3,233.75	\$4.75 per 1,000*
\$1,000,001 and over	\$5,608.75	\$3.65 per 1,000*

*or fraction thereof over initial base amount

Example: A new 2,500 sf dwelling with a 650 sf garage:

First, calculate the total valuation
 2500 x \$129.36/sf: **\$323,475.00** dwelling
 650 x \$46.73/sf: + **\$30,374.50** garage
 Total valuation **\$353,849.50**

Then, calculate fees
 Building Permit fee, based on \$353,849.50:
 [\$993.75 + (254^a x \$5.60)] = **\$2,416.15**
 T-24 Energy Surcharge,
 25% * \$2416.15 = **\$604.04**
 Building Plan Review fee,
 65% * \$2,416.15 = **\$1,570.50**
 T-24 Energy Plan Review fee,
 25% * \$604.04 = **\$151.01**

a. $(\$353,849.50 - 100,000) / 1000 = 253.8495^*$, use **254**

2. **Title 24 Energy Code Surcharge.** A 25% surcharge fee to both the permit and plan review is assessed on all building areas containing space subject to the provisions of the California Energy Code.
3. **Disabled Access Surcharge.** This 15% surcharge to the Building Permit Fee is assessed to all projects which are required by law to be accessible, commercial and multi-family buildings.
4. **Electrical, Plumbing and Mechanical Permit Fees.** Stand alone electrical, mechanical or plumbing (sub-trades) permit fees are assessed on a per item basis, as shown on pages 8-10. Sub-trade fees for all new residential construction are assessed on a cost per square foot basis. All other building permits with associated sub-trades are assessed a single permit fee, 25% of the building permit fee.
5. **Plan Review Fees.** Plan review fees are collected for all applicable plan reviews that apply to any given project. Fees for the initial plan review of buildings, structures and fire sprinkler systems are a percentage of the Building Permit Fee that was calculated in step number 1 above. Fees for revisions to previously approved plans are based upon the time needed for review at the current rate of the reviewer, with a minimum charge of one hour plus administrative charges.

Note: A fast-track plan review is available for most reviews. Please contact the Building Division for specific details.

 - Building Code plan review: 65% of the Building Permit fee, \$98.48 minimum.
 - Sub-Trades plan review: 25% of the Building Code plan review fee.
 - Fire Department Life Safety/Egress plan review: 25% of the Building Permit fee.
 - Green Building plan review (projects subject to Green Building only), \$295.44 minimum.
6. **Fire Sprinkler Plan Check and Permit Fee.** These fees are based on the cost of the sprinkler system for new construction and alteration, and are calculated in the same manner as Items 1 & 5 above, but only use a valuation factor of **\$4.39** per square foot. The minimum plan check fee is **\$98.48**, based upon the current rate of our consultant. Both the Fire Sprinkler Plan Check Fee and Plan Review Fee are collected at the time of plan submittal.

Note: The contract price is used for valuation to determine plan check and permit fees for small alterations to existing systems where fewer than five heads are added or relocated.
7. **Fire Alarm Plan Check and Permit Fee.** The minimum fee for fire alarm system installations and alterations is **\$275.00**, collected at the time of submittal for plan review. The Fire Alarm Permit fee is based on the number of hours the Fire Department estimates the field inspection time will entail, plus administrative and archiving fees.
8. **Hazardous Materials Plan Check and Permit fee.** The initial plan submittal fee for the review and inspection of hazardous material installations is **\$420.00**. The Hazardous Materials Permit fee is based on the Fire Department estimate of field inspection time, plus administrative & archiving fees.
9. **On-Site Permits.** On-Site permits are required for improvements outside of structures on private property such as curb & gutter, sidewalk, pavement, underground piping, site lighting, erosion control, etc. The plan review fee is 0.6% of the estimated value of the improvements, and the onsite permit fee is 1.4% of the estimated value of the improvements.

10. **Strong Motion Instrumentation Program Fee (SMIP).** (3rd party fee collected for the State of California) This fee applies to any proposed building construction for which a building permit is issued.

Residential, not including hotels & motels	\$0.10 per \$1,000 valuation
Non-Residential	\$0.21 per \$1,000 valuation

11. **Building Standards Administration Special Revolving Fund Surcharge.** (3rd party fee collected for the State of California) This fee applies to any proposed building construction for which a building permit is issued.

\$1.00 for every \$25,000.00 of permit valuation

12. **Archival of Documents and Plan Fees.** The City of Pleasanton collects fees for electronically archives plans and required documents submitted for plan review and permits.

Plans, 11" by 17" or larger	\$2.00 per page
Other required documents	\$0.25 per page.

13. **Development Fees.** Development fees are assessed on all new structures, additions to existing structures. Whenever the use of an existing space changes, such as tenant improvements, the sewer impact fees (both City and DSRSD) and traffic impact fees are reviewed to determine if this new or expanded use creates an increase in demand on the infrastructure. In all cases where it is determined that the use increases demand, a fee is assessed based on the difference between the previously purchased impact or capacity for the space and the new use impact or capacity.

Water Connection Fee

The connection fees for water services are based on the size of the water meter(s). The size is determined by the project designer, based on the fixture unit or minimum flow demand for the service. The Building and Safety Division collects fees for one- and two-family residential domestic meters. The Engineering Division collects fees for all other projects. Water Connection Fees are always based upon the rate in effect at the time of payment at permit issuance, not application date.

Note: For single-family homes that are required to have a 1" water meter solely because of fire sprinkler flow requirements, the "Meter Fee" and "City Connection Fee" are based upon the installed 1" meter size. However, if a 1/2" reducer is installed on the domestic water side of the meter, then the "Zone 7 Connection Fee" can be based on the 5/8" x 3/4" meter rate.

Meter Size	Meter Type	Gallons per Min	Meter Fee	Connection Fees		Total Fee (eff. 1/01/12)
				City**	Dist Zone 7*	
5/8" x 3/4"	Displacement	10	\$420	\$1,200	\$22,930	\$24,550
3/4"	Displacement	15	\$470	\$1,800	\$34,395	\$36,665
1"	Displacement	25	\$570	\$3,000	\$57,325	\$60,895
1.5"	Displacement	50	\$730	\$6,000	\$114,650	\$121,380
2"	Displacement	80	\$910	\$9,600	\$183,440	\$193,950
2"	Omni C2	160	\$1,640	\$9,600	\$366,880	\$378,120
3"	***	400	\$2,050	\$21,000	***	***
4"	***	800	\$3,280	\$60,000	***	***
6"	***	1600	\$5,330	\$120,000	***	***

* 3rd party fee collected by the City of Pleasanton for the Zone 7 Water District

** In the North Pleasanton Improvement District (generally within the Hacienda Business Park & Stoneridge Mall Area) the City connection fee is reduced by 61%

***Connection fees for meters larger than 2-inch are determined by and collected by Zone 7 Water District.

Sewer Connection Fee

Connection fees for sewer are required for all new structures and commercial additions, and are analyzed at all changes of occupancy. A change in use that results in an increased demand in sewer flow or effluent type must pay the difference between the previously purchased capacity and the new capacity. Residential connection fees are a flat rate per dwelling unit, regardless of the size of building. All Sewer Connection Fees are based upon either verified actual water usage, or the following table (for uses not shown please contact the Building Division). Fees are calculated based upon the rate in effect at the time of payment or permit issuance. Dublin San Ramon Services District (DSRSD) is the agency handling sewage for the City of Pleasanton.

		Coeff Factor (gpd)	City of Pleasanton Connection Fee	DSRSD Connection Fee <i>effective 7/01/11</i>	Total Connection Fee (City+DSRSD)
RESIDENTIAL:					
Single Family Home, Townhouse	<i>per unit</i>	220	\$500.00	\$14,203.00	\$14,703.00
Auxiliary (Secondary) Dwelling Unit	<i>per unit</i>	88	\$200.00	\$5,682.00	\$5,882.00
Condominium	<i>per unit</i>	165	\$375.00	\$10,653.00	\$11,028.00
Apartment, Mobile Home	<i>per unit</i>	1445	\$330.00	\$9,360.00	\$9,690.00
COMMERCIAL:					
Auto shop/ Auto dealer	<i>per square foot</i>	0.11	\$0.25	\$7.10	\$7.35
Bagel Shop*	<i>per square foot</i>	0.24	\$0.55	\$18.44	\$18.99
Bakery/ Donut Shop*	<i>per square foot</i>	0.62	\$1.41	\$46.86	\$48.27
Bank, Financial Office	<i>per square foot</i>	0.06	\$0.14	\$3.87	\$4.01
Banquet Facility, intermittent use*	<i>per square foot</i>	0.27	\$0.61	\$19.02	\$19.64
Barber shop, Beauty salon	<i>per square foot</i>	0.35	\$0.68	\$19.37	\$20.05
Cafeteria, day use*	<i>per square foot</i>	0.40	\$0.91	\$28.18	\$29.09
Car wash	<i>per square foot</i>	1.70	\$3.86	\$109.75	\$113.61
Church	<i>per seat</i>	5	\$11.36	\$322.80	\$334.16
Coffee Shop, no cooking on site	<i>per square foot</i>	0.37	\$0.84	\$23.89	\$24.73
Commercial	<i>per square foot</i>	0.05	\$0.11	\$3.23	\$3.34
Day Spa	<i>per square foot</i>	0.35	\$0.68	\$19.37	\$20.05
Daycare	<i>per square foot</i>	0.10	\$0.23	\$6.46	\$6.69
Deli	<i>per square foot</i>	0.71	\$1.61	\$45.84	\$47.45
Dental Clinic	<i>per square foot</i>	0.14	\$0.32	\$9.04	\$9.36
Gym, Health Club (with showers)	<i>per square foot</i>	0.42	\$0.95	\$27.11	\$28.07
Hotel, Motel (excluding dining facilities)	<i>per room</i>	130	\$295.45	\$8,392.73	\$8,688.18
Ice Cream/Yogurt Shop*	<i>per square foot</i>	0.21	\$0.48	\$15.87	\$16.35
Institutional Use (Residential)	<i>per bed</i>	100	\$227.27	\$6,455.95	\$6,683.22
Juice Bar	<i>per square foot</i>	0.21	\$0.48	\$13.56	\$14.03
Market	<i>per square foot</i>	0.19	\$0.43	\$12.27	\$12.70
Market w/ garbage disposal*	<i>per square foot</i>	0.19	\$0.43	\$14.15	\$14.59
Medical Clinic	<i>per square foot</i>	0.37	\$0.84	\$23.89	\$24.73
Medical/ Dental Complex	<i>per square foot</i>	0.22	\$0.50	\$14.20	\$14.70
Office	<i>per square foot</i>	0.05	\$0.11	\$3.23	\$3.34
Pizza Take-out only*	<i>per square foot</i>	0.26	\$0.59	\$17.64	\$18.23
Restaurant, Fast Food type*	<i>per square foot</i>	0.60	\$1.36	\$40.72	\$42.08
Restaurant, Full Service type*	<i>per square foot</i>	0.54	\$1.23	\$38.04	\$39.27
Retail	<i>per square foot</i>	0.05	\$0.11	\$3.23	\$3.34
Sandwich Shop	<i>per square foot</i>	0.16	\$0.36	\$10.33	\$10.69
Warehouse, storage	<i>per square foot</i>	0.03	\$0.07	\$1.94	\$2.00
Wine Tasting Room, no cooking	<i>per square foot</i>	0.175	\$0.40	\$11.30	\$11.70
<i>*Indicates variable strength wastewater SS and BOD factors</i>					
For uses not shown, please contact the Building Division					

Lower Income Housing Fee (adjusted annually based on CPI; rates effective 1/01/12)

Residential (per dwelling unit)	
Single-family detached (over 1,500 sq ft)	\$10,382.00
Single-family detached (1,500 sq ft or less)	\$2,573.00
Multi-family (Apartment, Condominium)	\$2,573.00
Non-Residential (per square foot)	\$2.74

Public Facilities Fee (adjusted annually based on CCI; rates effective 1/01/12)

	<u>City</u>	<u>NPID Area Only</u>
Residential		
Single-family detached	\$4,421.00	\$3,995.00
Single-family attached (Townhouse)	\$3,302.00	\$2,983.00
Multi-family (Apartment, Condominium)	\$2,697.00	\$2,436.00
Second Unit (In-law, Aupair, etc.)	\$1,769.00	\$1,598.00
Non-Residential (per square foot)		
Office	\$0.83	\$0.57
Research & Development	\$0.67	\$0.48
Light Manufacturing	\$0.51	\$0.39
Service/Commercial	\$0.57	\$0.42
Warehouse	\$0.51	\$0.39
Retail	\$0.55	\$0.42
Restaurant	\$1.13	\$0.73
Hotel/Motel	\$0.40	\$0.33

Traffic Development Fee (adjusted annually based on CCI; rates effective 1/01/12)

	<u>City</u>	<u>NPID Area Only</u>
Residential (per dwelling unit)		
Single-family detached	\$4,401.00	\$1,385.00
Single-family attached (Townhouse)	\$4,401.00	\$1,385.00
Multi-family (Apartment, Condominium)	\$3,080.00	\$969.00
Second Unit (In-law, Aupair, etc.)	\$1,761.00	\$555.00
Non-Residential (per square foot)		
Office	\$5.86	\$1.85
Commercial/Retail	\$12.31	\$3.88
Industrial	\$4.40	\$1.39
Other (per trip) --- Consult Traffic Engineer	\$4,401.00	\$1,385.00

Tri-Valley Transportation Committee Fee (3rd party fee collected for TVTC; rates effective 3/01/12)

Residential (per dwelling unit)	
Single-family detached	\$2,279.00
Single-family attached (Townhouse)	\$2,279.00
Multi-family (Apartment, Condominium)	\$1,450.00
Second Unit (In-law, Aupair, etc.)	\$621.00
Non-Residential (per square foot)	
Office, gross floor area	\$4.09
Retail, gross floor area	\$1.52
Industrial, gross floor area	\$2.76
Other Uses, per average am/pm peak hour trip	\$2,279.00

Impervious Surface Drainage Fee (3rd party fee collected for the Alameda County Flood Control & Water Conservation District, Zone 7)

Zone 7 Drainage District fees are collected for all newly constructed impervious area, and are based on the total square footage increase of all impervious surfaces on the lot or site. Drainage Fees are only payable at time of permit issuance, and are based upon the rate in effect at the time of payment, not application date.

Note: Impervious is defined by the Zone 7 Drainage District as any area occupied by buildings or structures, driveways, streets, sidewalks, parking, storage or any other area where surfacing is required, and any other surface including, but not limited to, asphalt, concrete, compacted gravel, or other non-porous or semi-porous substance or substances which will cause, assist, or in any way contribute to the runoff in any appreciable amount or quantity of water or any associated liquid elements.

\$1.00 per sq ft of impervious surface (effective 01/01/11)

In-Lieu Park Dedication Fee (collected at final map approval, residential developments only, eff. 6/01/03)

Single-Family Residential	\$9,707 per dwelling
Multi-Family Residential	\$7,969 per unit

G.I.S. Mapping Fee **\$0.002 per sq. ft., per site**

School Impact Fee

This fee is not collected by the City of Pleasanton, but is paid by the applicant directly to the Pleasanton Unified School District (PUSD) for all new construction or additions exceeding 499 square feet in area. As required by State law, school impact fees must be paid prior to issuance of the building permit.

Applicants must first schedule an appointment with the School District, then pick up a copy of the approved plans from our office and bring them to the School District office for a review to determine the school impact fees. A copy of the school district receipt must be returned to the building division.

Pleasanton Unified School District. To schedule an appointment, and for current school impact fee rates on buildings constructed within the City of Pleasanton, please call PUSD at (925) 462-5500.

Other Development Fees (applicable only on new projects in specific locations):

South Livermore Agricultural Land Trust Fee **\$4.01/sf (\$16,046.51 min.)**

(3rd party fee collected for Tri Valley Conservancy, rate effective 3/01/12)

Livermore Traffic Impact Fee **\$7,655/ unit**

(3rd party fee collected for City of Livermore in Ruby Hill, rate effective 1/01/11)

Livermore Sewer Connection Fee **\$4,633.70/ unit**

(3rd party fee in-lieu of the DSRSD Sewer Connection Fee in Ruby Hill, rate effective 1/01/11)

Downtown Revitalization District Parking In-Lieu Fee **\$17,309.35/ parking space**

(When development within District cannot meet the onsite parking requirements, rate effective 4/01/11)

Vineyard Ave Corridor Specific Plan **\$25,000**

(3rd party fee collected for Tri-Valley Conservancy at Sub-Division Map recordation, rate eff. 2/21/06)

City of Pleasanton Authorized Plan Check Consultants

The City of Pleasanton Building and Safety Division contracts with consultants to perform plan review on our behalf, and if requested by applicants, third party plan reviews. This service is only available for Building and Fire Code related reviews, and is not available for any other agency and Divisions, such as the City of Pleasanton Planning or Engineering Division or the Alameda County Environmental Health Department.

All plans and supporting documents must first be submitted to the City of Pleasanton Permit Center. All applicable plan review fees must be paid at the time of submittal, and in no case prior to review by any agency.

The City's normally plan review time is 10 working days for small jobs, 15 working days for additions, alterations and Tenant Improvements, and 25 days for new construction or unusually complex projects. Expedited plan review is based upon the availability of either in-house or consultant plan review personnel, and the applicant must contact the specific reviewer directly. An expedited plan review fee is due and if performed by the consultant, payable directly to the consulting firm. Length of time to complete any third party review is negotiated between the applicant and the consultant.

After the final review, plans are returned to the Permit Center, and may take two working days to process prior to permit issuance. Additional Building Counter Staff time may also be required if all required information is not submitted by the applicant.

	Interwest Consulting Group (ICG) 6280 W Las Positas Blvd, # 220, Pleasanton, CA 925-462-1114	ICG/Vernon Brown & Associates, Inc. 6060 Sunrise Vista Dr., Suite 1425, Citrus Heights, CA 95610 916-726-0404	RKA Associates 2358 Fish Creek Place Danville, CA 925-820-4816
Architectural/ Structural	XXX		XXX
Title 24 Energy	XXX		XXX
Accessibility	XXX		XXX
Plumbing	XXX		XXX
Mechanical	XXX		XXX
Electrical	XXX		XXX
Fire Sprinkler		XXX	
Fire Code	XXX	XXX	XXX

Note: All the above fees are estimates of fees to be collected by the Building and Safety Division only. Actual fees will be determined at the time of permit submittal and issuance. There may be additional fees for your project required by the Public Works (925-931-5650) and/or Planning Divisions (925-931-5600). Contact those divisions directly for more information.

In addition, Pleasanton School District fees (or in some cases Livermore, 925-606-3200) must be paid before building permits will be issued for additions and new construction exceeding 500 square feet. A receipt from the school district must be presented to the Building and Safety Division Counter before a permit will be issued. Call the Pleasanton Unified School District for appointments & fee estimates at 925-462-5500.

If you need help or further information, please contact the City of Pleasanton Building and Safety Division at 925-931-5300.

PLUMBING PERMIT WORKSHEET

ITEM	UNIT PRICE
Filing fee for a Plumbing Permit not included with an associated Building Permit	\$23.50
New Single-Family Dwelling Plumbing permit fee Buildings up to 2,999 sf Buildings 3000sf or more	\$0.088 per square foot \$0.072 per square foot
New Multi-Family Building Plumbing Permit fee	\$0.133 per square foot
Plumbing Plan Review Fee	65% of Plumbing Permit fee, minimum one hour, \$98.48
Additional Plan Review (more than one initial recheck, or for revisions to previously approved plans)	Minimum one hour, \$98.48, or based upon actual review time multiplied by the current reviewer rate, plus a \$20.00 admin fee
Backflow devices 2" or less Larger than 2"	\$12.30 each \$24.65 each
Fixtures and or traps	\$9.80 each
Gas outlets First 5 outlets After the first 5	\$6.15 each \$1.10 each
Irrigation Protection devices	\$14.80 each
Miscellaneous Appliances or devices	\$9.80 each
Pools or Spa Private pool Private spa Public pool Public spa	\$60.75 \$30.25 \$91.25 \$60.75
Re-circulating water heaters	\$48.00 each
Reconnect meter PG&E inspections	\$24.00 each meter
Rainwater leaders	\$9.80 per leader
Sewer lift stations/ grinder pumps	\$74.50 each
Sewer piping (inside or outside of building)	\$24.65 per building
Water heaters	\$12.30 each
Water line connections	\$4.80 each
Water laterals (from meter to building)	\$32.00 each
Water softeners	\$12.00 each

MECHANICAL PERMIT WORKSHEET

ITEM	UNIT PRICE
Filing fee for Mechanical Permit not included with an associated Building Permit	\$23.50
New Single-Family Dwelling Mechanical Permit fee Buildings up to 2,999 sf Buildings 3000sf or more	\$0.043 per square foot \$0.051 per square foot
New Multi-Family Mechanical Permit fee	\$0.061 per square foot
Mechanical Plan Review Fee	25% of Mechanical Permit fee, minimum one hour, \$98.48
Additional Plan Review (more than one initial recheck, or for revisions to previously approved plans)	Minimum one hour, \$98.48, or based upon review time multiplied by the current reviewer rate, plus a \$20.00 admin fee
Air handling units Up to 10,000 cfm Over 10,000 cfm	\$10.65 each \$18.10 each
Appliance vents	\$7.25 each
Boilers, Compressors, Absorption Systems Up to 3 HP (≤ 100 kBTU) Over 3 and up to 15 HP (≤ 500 kBTU) Over 15 and up to 30 HP (≤ 1 mBTU) Over 30 and up to 50 HP (≤ 1.75 mBTU) Over 50 HP (> 1.75 mBTU)	\$14.70 each \$27.15 each \$37.25 each \$55.45 each \$92.65 each
Cooling units, Refrigeration units	\$13.70 each
Ducting Flex duct Rigid duct	\$35.20 per floor level \$56.00 per floor level
Exhaust hoods	\$10.65 each
Factory built fireplaces	\$10.40 each
Furnaces (forced air, wall or floor type) Up to 100 kBTU Over 100 kBTU	\$14.80 each \$18.20 each
Heat pumps	\$15.20 each
Miscellaneous Appliances or Equipment	\$10.65 each
Miscellaneous ventilation systems	\$10.65 each
Suspended or recessed heaters	\$14.80 each
Variable Air Volume boxes (VAV)	\$15.20 each
Vent fans	\$7.25 each
Wood burning stoves	\$40.00 each

ELECTRICAL PERMIT WORKSHEET

ITEM	UNIT PRICE
Filing fee for Electrical Permit not included with an associated Building Permit	\$23.50
New Single-Family Dwelling Electrical Permit Fee	\$0.056 per square foot
New Multi-Family Electrical Permit Fee	\$0.050 per square foot
Electrical Plan Review Fee	25% of Electrical Permit fee, minimum one hour, \$98.48
Additional Plan Review (more than one initial recheck, or for revisions to previously approved plans)	Minimum one hour, \$98.48, or based upon review time multiplied by the current reviewer rate, plus a \$20.00 admin fee
Appliances	\$4.75 each
Busways	\$7.25 per 100 lineal feet
General Circuits	\$5.25 per circuit
Generators (under 10 kVA)	\$23.50 each
Lighting Fixtures	
First 20 fixtures	\$1.10 each
Fixtures exceeding 20	\$0.73 each
Miscellaneous Electrical Apparatus	\$18.20 each
Motors or Generators	
Up to 1 HP (≤ 1 kVA)	\$4.75 each
Up to 10 HP (≤ 10 kVA)	\$12.30 each
Up to 50 HP (≤ 50 kVA)	\$24.60 each
Up to 100 HP (≤ 100 kVA)	\$49.50 each
Over 100 HP (> 100 kVA)	\$74.50 each
Photo-Voltaic Installations	\$150.00 per residential system \$30.00 per kw for commercial systems
Receptacles, Switches, Other Outlets	
First 20 outlets	\$1.10 each
Outlets exceeding 20	\$0.73 each
Service panels	
Up to 199 amp (under 600 volts)	\$30.50 each
Up to 999 amp (under 600 volts)	\$62.15 each
1000 amp or more, or panels over 600 v	\$124.30 each
Signs, marquees	\$24.60 each
Private Spa or Swimming Pool	\$49.50 each
Temporary Power (Pole or Pedestal)	\$23.50 each
Temporary Power Distribution (for construction sites, seasonal lots, etc., per pole or pedestal)	\$12.30 each
Transformers	\$66.50 each

REVISED: March 1, 2012; January 1, 2012; Oct. 6, 2011; July 1, 2011; March 1, 2011; January 1, 2011; November 15, 2010; August 1, 2010; July 1, 2010; Feb 24, 2010; Jan 1, 2009; Oct 30, 2008; July 1, 2008; Jan 1, 2008; Dec. 10,2007; Jan. 3, 2007; Jan 1, 2007; Dec 1, 2006; Nov 13, 2006; July 14, 2006; Jan 3, 2006; July 14, 2005; Nov 7, 2004; July 2, 2004; May 10, 2004; March 3, 2003; Jan 31, 3004; April 12, 2002, March 15, 2002, Sept. 6, 2001, Jan. 5, 2001.