

ORDINANCE NO. 2285

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING A PRE-ANNEXATION AND DEVELOPMENT AGREEMENT WITH FOOTHILL BOULEVARD HOLDING COMPANY, LLC, FILED UNDER CASE NO. P24-0378

WHEREAS, on December 27, 2022, Foothill Boulevard Holding Company, LLC, applied for: (1) a determination that the Project is exempt pursuant to CEQA Guidelines Section 15183 and requesting that the Project be evaluated in a Consistency Checklist pursuant to the City of Pleasanton Housing Element Update Final Environmental Impact Report (FEIR); and (2) the following entitlements: (a) Annexation (P22-1089), (b) a Planned Unit Development (PUD) development plan (PUD-147) to construct a 111-lot residential subdivision, including an age-qualified community with 92 single-family detached homes, 18 affordable senior court-yard detached and duet homes, one existing single-family residence, and related on-and off-site improvements, (c) a Vesting Tentative Map (Tract 8522), and (d) a Pre-Annexation and Development Agreement (P24-0378); and (3) an Affordable Housing Agreement (hereinafter collectively the "Project") for property located at 4131 Foothill Road (APN 941-0950-003-03), 4141 Foothill Road (APN 941-0950-003-01), APN 941-0950-003-11, and APN 941- 0950-003-12 (hereinafter "the Property"); and

WHEREAS, the Property is designated Low Density Residential (LDR) and Housing Element Sites Overlay (HESO) in the City's General Plan; and

WHEREAS, the Property is Pre-zoned PUD-LDR (Planned Unit Development – Low Density Residential) and HOZ (Housing Opportunity Zone) on the City's zoning map; and

WHEREAS, the City of Pleasanton is the lead agency on the Project, and the City Council is the decision-making body for the proposed approval of the Project; and

WHEREAS, at its duly noticed public meeting of June 26, 2024, the Planning Commission considered the written agenda report, all public testimony, relevant exhibits, and staff recommendations, and then recommended approval of the Project to the City Council; and

WHEREAS, at its duly noticed public meeting of July 16, 2024, the City Council considered the written agenda report, all public testimony, relevant exhibits, and staff/Planning Commission recommendations; and

WHEREAS, the City Council finds the provisions of the Pre-Annexation and Development Agreement for the Project is consistent with the City's General Plan and the City would receive at least equitable financial and other public benefits over the initial term of the Pre-Annexation and Development Agreement.

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

SECTION 1. At its meeting on July 16, 2024, the City Council determined the Project is exempt pursuant to CEQA Guideline Section 15183 as documented in a Section 15183 Checklist for the Project.

SECTION 2. Prior to taking action on the Project, and at a properly noticed public

meeting, the City Council reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Ordinance by reference.

SECTION 3. Findings for approval of the Pre-Annexation and Development Agreement With respect to the Pre-Annexation and Development Agreement for Case Nos. P22-1089, PUD-147, Tract 8522, and P24-0378, the City Council makes the following findings:

Based on the negotiated terms specified within the Pre-Annexation and Development Agreement, the City Council finds the City would receive at least equitable financial and other public benefits over the initial term of the agreement, compared to the value of terms that are to the benefit of the developer. In particular, but not limited to, the City would secure additional multimodal improvements along Foothill Boulevard and within the Project in the form of a trail extension, would receive a direct financial contribution in the amount of \$1 Million to support the provision of needed public safety improvements and equipment. Notably, and again not limited to, the City would receive full payment of Capital Facilities and Transportation Impact Fees, without any fee credits for proposed public improvements, to help offset the demands created on City facilities by the incremental addition of new residents to the City. Finally, on-site affordable units is a positive benefit of the Project.

SECTION 4. Findings for Consistency with the General Plan. The City Council finds the agreement would be consistent with the General Plan and support a number of its policy goals around Land Use, Housing, and Sustainability, including the Property's Land Use Designation of Low Density Residential (LDR) and Housing Element Sites Overlay (HESO) permits residential uses; thus, the Project would be consistent with the General Plan Land Use Designation.

SECTION 5. The City Council has considered the findings made in Planning Commission Resolution No. PC-2024-14, and hereby adopts the same findings by this reference, and based upon the City Council's own independent review and considerations, the City Council Approves the Pre-Annexation and Development Agreement with Foothill Boulevard Holding Company, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, and hereby authorizes the City Manager to execute the Pre-Annexation and Development Agreement in substantial conformance with the form attached in Exhibit A, subject to minor amendments and approval by the City Manager and City Attorney.

SECTION 6. Severability. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

SECTION 7. A summary of this ordinance shall be published once within fifteen (15) 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 (15) days in the City Clerk's office within fifteen (15) days after its adoption.

SECTION 8. This ordinance shall be effective thirty (30) days after its passage and adoption.

{Vote and signatures to follow on next page}

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Pleasanton on July 16, 2024, and adopted on August 20, 2024, by the following vote:

Ayes: Councilmembers Arkin, Balch, Testa, Mayor Brown
Noes: None
Absent: Councilmember Nibert
Abstain: None




Karla Brown, Mayor

ATTEST:



Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:



Daniel G. Sodergren, City Attorney

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

City of Pleasanton
City Clerk's Office
123 Main Street
Pleasanton, CA 94566

Recording Fees Exempt Pursuant to
Government Code § 27383

ABOVE SPACE FOR RECORDER'S USE

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
FOR MERRITT PROPERTY AT 4141 FOOTHILL ROAD**

THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into in the City of Pleasanton on _____, 2024, by and between the CITY OF PLEASANTON, a municipal corporation ("**City**"), and FOOTHILL BOULEVARD HOLDING COMPANY, LLC, a California limited liability company ("**Developer**"), pursuant to the authority of California Government Code §§65864 *et seq.* City and Developer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

1. Developer has a legal or equitable interest in certain undeveloped real property located in the City of Pleasanton, County of Alameda, California consisting of approximately 46.30 acres, as more particularly described in **DA Exhibit A-1** attached hereto, and as diagrammed in **DA Exhibit A-2** attached hereto (the "**Annexation Property**" or the "**Project Site**"). Developer proposes to develop the Project Site with a 111 unit, age-qualified residential community with 93 single-family detached homes (92 single-family detached homes and 1 existing single-family detached home), 18 affordable senior alley-loaded and/or court-yard detached and duet homes and related on-site and off-site improvements (the "**Project**").

2. The Alameda County Local Agency Formation Commission ("**LAFCO**") is the local agency responsible for designating the Sphere of Influence ("**SOI**") for the City and approving changes to the boundaries of the City according to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Cal. Government Code §§56000 *et seq.*) (the "**CKH Act**"). It is anticipated that LAFCO will approve annexation of the Annexation Property into the City in 2024.

3. The Project Site is located within the City's SOI, is designated as Low Density Residential in the City's General Plan, and is identified in the City's 6th Cycle Housing Element ("**Housing Element**") as Site 22. To implement certain goals, policies and programs of the Housing Element, the Project Site was pre-zoned Planned Unit Development – Low Density Residential/Housing Opportunity Zone ("**PUD-LDR/HOZ**") on December 19, 2023 pursuant to Ordinance No. 2259.

4. The Developer has applied for the following entitlements or "**Project Approvals**": (a) a Planned-Unit Development development plan (PUD-147) to construct a 111 lot residential subdivision, including an age-qualified community with 93 single family detached homes (92 new single-family detached homes and 1 existing single-family home), 18 affordable senior courtyard detached and duet homes and related on-site and off-site improvements; (b) a Vesting Tentative Map (Tract 8522); (c) a Pre-Annexation and Development Agreement; (d) Annexation (P22-1089).

5. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the State of California enacted California Government Code §§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. City has determined that by entering into this Development Agreement:

a. City is receiving assurances of a quality development of the Project in accordance with the goals and policies set forth in the City of Pleasanton's General Plan as it exists on the "**Effective Date**" (defined below);

b. City will benefit and the public interest will be served from:

c. Reducing uncertainties in planning and provide for the orderly development of the Property;

d. Developer will provide the City with development of the Project Site with the following public benefits:

(1) design and completion of a trail extension from the Project's southeastern trail connection at Foothill Knolls Park to the Project's northern trail connection at Eastwood Way, which trail extension is identified as a priority improvement in the Pleasanton Trails Master Plan, and for which Developer shall be solely responsible for all design, installation and ongoing maintenance costs;

(2) design and installation of road frontage improvements that will improve pedestrian and bike safety on Foothill Road beyond the Project Site frontage to the south, to Foothill Knolls Drive, and to the north, beyond Muirwood Drive, for which Developer shall be solely responsible for all design and installation costs;

(3) payment of a monetary contribution in the amount of \$1,000,000 to be used by City for public safety facilities and equipment in order to improve public safety; and

(4) provision of senior market rate and senior affordable moderate-income housing that will promote and serve the housing needs of seniors within the City.

6. CEQA Compliance. An Environmental Impact Report was prepared and, on January 26, 2023, certified by City for the 6th Cycle Housing Element (P21-0751) ("EIR") for which the Project Site was identified as Area 22 – Merritt Property. In connection with the EIR, City also adopted a Mitigation Monitoring and Reporting Program ("MMRP") as part of Resolution No. 23-1357. The EIR anticipates that up to two units per acre of housing will be constructed on the Project Site, and the Project with its density bonus pursuant to Cal. Government Code §65915(b)(1)(C) is consistent with the General Plan and EIR. In accordance with CEQA

Guidelines Section 15183, the project is consistent with the development density established by the General Plan policies for which an EIR was certified on January 26, 2023 (SCH No. 202204009). There are no new significant effects peculiar to the proposed project or its site that were not analyzed as significant effects in the Housing Element Update FEIR, there are no new significant effects that were not previously evaluated in the Housing Element Update FEIR and there are no new significant off-site or cumulative impacts that were not analyzed in the Housing Element Update FIER. Additionally, there are no adverse impacts that are more severe than those previously identified in the Housing Element Update FEIR and all applicable mitigation measures from the Housing Element Update FEIR have been made a condition of approval. Therefore, pursuant to CEQA Guidelines 15183, no further environmental review is required.

7. Project Approvals. City has undertaken several actions to plan for future housing on the Project Site, including, without limitation, the following approvals ("**Project Approvals**"):

a. PUD Development Plan, Vesting Tentative Map, Pre-Annexation and Development Agreement and Annexation. Following review and recommendation by the City Planning Commission and after a duly noticed public hearing and to further implement certain of the goals, policies and programs of the Housing Element, the City Council, approved the Planned Unit Development (PUD-147) development plan by Ordinance No. ____, Vesting Tentative Map (Tract 8522), a Pre-Annexation and Development Agreement by Ordinance No. ____ and Annexation (P22-1089) for the Project as more particularly described in DA Exhibit B attached hereto (the "**Development Plan**").

b. Affordable Housing Agreement. Following review and recommendation of the Planning Commission and after a duly noticed public hearing, the City Council, by Resolution No. ____, approved an Affordable Housing Agreement for the Project Site as more particularly described in DA Exhibit C attached hereto (the "**AHA**").

8. Development Agreement. Following review and recommendation by the City Planning Commission and after a duly noticed public hearing, the City Council, by Ordinance No. ____, determined that this Agreement was consistent with the City's General Plan and approved this Agreement.

9. In exchange for the benefits to City described in Recital 5(d) and Section 3.2 of this Agreement, including but not limited to assurance that a residential project consistent with the PUD, 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 Project Approvals and "Applicable Law" (defined below), and therefore desires to enter into this Agreement.

10. It is intended that the City will annex the Project Site and a segment of Foothill Road in Alameda County abutting the Project Site, pending annexation, and will have issued or shall concurrently with this Agreement issue the Project Approvals relating to the development of the Project Site which are conditioned upon completion of annexation.

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 A Pre-Annexation Obligations And Commitments

Section A.1 Annexation of Project Site. After the Effective Date of this Agreement (defined in Section 1.2 below), and consistent with the covenants, terms and conditions of this Agreement, City and Developer will initiate proceedings under the CKH Act for annexation of the Project Site into the City. City and Developer agree to take such subsequent actions as may be reasonably required to complete the annexation of the Project Site under the conditions imposed by LAFCO and reasonably acceptable to City and Developer.

Section A.2 No Change to Project Approvals. The City and Developer acknowledge that the Project Approvals are material to their agreement to annex the Project Site to the City and that the City is relying on the Project Approvals being implemented as a condition to agreeing to the annexation. As a condition precedent to the annexation, the Parties agree that they shall not take any action to modify or overturn the Project Approvals, or impede their implementation, nor take any other action inconsistent with the Project Approvals prior to completion of the annexation and the effectiveness of this Agreement, except as the Parties may otherwise agree in writing.

Section A.3 Support Annexation. In reliance on the representations and covenants herein, the Parties agree to support the annexation of the Project Site to the City, including to cooperate in: (i) annexation of the Project Site; (ii) providing for the orderly transfer of jurisdiction over the Project Site from Alameda County to the City to avoid duplication of effort and any delay in processing occasioned by the annexation; and (iii) completing the annexation, subdivision, and development as contemplated by this Agreement and the Project Approvals.

Section A.4 Binding Provisions. Notwithstanding that the Initial Term of this Agreement (described in Section 1.3 below) commences on the Effective Date, Article A and Sections 1.6, 3.3, 6.2, 6.3, 6.4 and 6.6-6.22 of this Agreement shall be binding upon City and Developer upon execution of this Agreement by the Parties until such time as this Agreement expires or is terminated according to its terms. Upon commencement of the Initial Term, this Agreement shall be a Development Agreement in accordance with the Development Agreement Statute.

ARTICLE 1 Description of Property, Effective Date and Term

Section 1.1 Description of Property. The real property which is the subject of this Agreement is the Project Site, as more particularly described and depicted in the attached **DA Exhibit A-1** and **DA Exhibit A-2**.

Section 1.2 Effective Date. The effective date of this Agreement ("**Effective Date**") shall be the later of (a) thirty (30) days after the date the City ordinances approving this Agreement and PUD-147 are adopted by the City Council and attested by the City Clerk, (b) if a referendum petition is timely circulated, filed and qualified by the Elections Official, the date the election results on the ballot measure by City voters approving this Agreement are certified by the City Council in the manner provided by the Elections Code, or (c) the date the annexation proceedings are complete. This Agreement shall be executed by the Parties within ten (10) days after the later of subsection (a) or (b) of this Section 1.2.

Section 1.3 Initial Term. The term of this Development Agreement shall commence on the Effective Date and expire ten (10) years thereafter (the "**Initial Term**"), unless the Initial Term is extended as provided in Section 1.4 below.

Section 1.4 Extended Term. The Initial Term may be extended, provided that no less than 180 days prior to expiration of the Initial Term described in Section 1.3, Developer submits a written request to the City Manager for an extension of the Initial Term and provides substantial evidence that Developer has made significant progress on the Project warranting an extension. Within thirty (30) days of receiving such request and evidence, the City Manager shall provide Developer a written determination that either (a) the Initial Term will be extended for a specified period of time; or (b) the Developer has not demonstrated significant progress on the Project and what additional criteria is needed for an extension to be granted. (The Initial Term and any Extended Term may be referred to collectively herein as the "**Term**.")

Section 1.5 Expiration of the Term. Following the expiration of the Term, this Agreement shall be deemed terminated and of no further force or effect, subject to the provisions of Sections 6.2, 6.3 and 6.4; provided, however, such termination shall not affect any right, or duty arising from City approvals, including, without limitation, the Project Approvals. This Agreement shall terminate with respect to any for sale residential lot and such lot shall be released and no longer be subject to this Agreement, without the execution or recordation of any further document, when a certificate of occupancy has been issued for the building(s) on the lot.

Section 1.6 Effect of Development Project Approvals Challenge. In the event that any of the Project Approvals are challenged through a judicial action that results in a writ of mandate or court order that requires the City to modify or rescind any of the Project Approvals, the effectiveness of this Agreement shall be suspended pending such modification or rescission. The City's modification of the Project Approvals may necessitate that the Parties to this Agreement negotiate an amendment to this Agreement. The rescission of the Project Approvals shall result in this Agreement no longer being in force and effect. In the event that Ordinances _____ or _____ adopting the Development Plan and this Agreement, respectively, are challenged by a referendum petition, and such petition qualifies for the ballot, the effectiveness of this Agreement shall be suspended pending the results of the election upon the ballot measure. If the voters do not reject either of Ordinances _____ and _____, then this Agreement shall no longer be suspended. If the voters reject Ordinances _____ or _____, then this Agreement shall no longer be in force and effect. Pursuant to Section 2.5 below, the Term shall be extended for any period the effectiveness of the Agreement is suspended under this Section 1.6.

ARTICLE 2 Standards, Laws and Procedures Governing the Project

Section 2.1 Vested Right To Develop. Subject to annexation, Developer shall have a vested right to develop the Project at the Project Site in substantial conformance with the terms and conditions of the Project Approvals, the Subsequent Approvals (defined in Section 4.3 below) (as and when issued), the Applicable Law (defined in Section 2.3 below) and any amendments to the Subsequent Approvals or this Agreement as shall, from time to time, be approved pursuant to this Agreement.

Notwithstanding anything to the contrary in this Section 2.1, in the event of a judicial action that results in a writ of mandate or court order that requires the City to modify or rescind the Development Plan, Developer shall have no vested right to the Development Plan

and the City shall retain discretion as to the manner it complies with such writ of mandate or court order, including reapproving, modifying, or denying approval of the Development Plan. Furthermore, in the event that Ordinance _____ adopting the Development Plan is challenged by a referendum petition, and such petition qualifies for the ballot, such vested right to develop the Project shall be suspended pending the results of the election upon the ballot measure. If the voters do not reject Ordinance _____, then this vested right to develop the Project shall no longer be suspended. If the voters reject Ordinance _____, then this vested right to develop the Project shall no longer be in force and effect.

Section 2.2 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; 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 and any Subsequent Approvals (but not in any limitation of any right to develop as set forth in the Project Approvals).

Section 2.3 Applicable Law. "**Applicable Law**" shall mean, collectively, the Project Approvals and the other existing City laws, rules, regulations, official policies, standards and specifications governing development of the Project Site (including but not limited to the Zoning Ordinance, General Plan, and design and construction standards) in force and effect on July 16, 2024, the date the City Council approved the Project Approvals for the Project (the "**Vesting 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) or the Subsequent Approvals and this Agreement, the terms and conditions of this Agreement shall govern.

This Section 2.3 shall not preclude the application to development of the Project or Project Site of changes in Applicable Law, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations. In the event State or Federal laws or regulations enacted after the Vesting Date of this Agreement or action by any governmental jurisdiction other than the City prevents or precludes compliance with a provisions of this Agreement or requires changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal law or regulation or the regulation of such other governmental jurisdiction.

Section 2.4 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 Cal. Government Code §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 or implementation of the Project or Project Approvals or Subsequent Approvals on or for all or any part of the Project Site ("**City Law**"), City agrees that such City Law shall not apply to the Project, the Project Site, this Agreement, the Project Approvals, or the Subsequent Approvals, if any, during the Term.

Section 2.5 Life of Project Approvals or Subsequent Approvals. The term of any Project Approval or Subsequent Approval shall automatically be extended for the longer of the Term or the term otherwise applicable to such Project Approval or Subsequent Approval if this Agreement is no longer in effect. The Term, any other Project Approval or Subsequent Approval shall not include 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 the granting of any Subsequent Approval or the development of the Project, including but not limited to the period of time of any lawsuit challenging the Project Approvals.

Section 2.6 Development Timing. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the Parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right (without obligation) to develop 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, subject to the terms, requirements, and conditions of the Project Approvals and this Agreement.

Developer will use its best commercial efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing Developer's business decision, to commence and continue development of the Project in a regular, progressive, and timely manner in accordance with the terms, requirements, and conditions of the Project Approvals and this Agreement.

Section 2.7 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 applicable provisions of the California Environmental Quality Act, Public Resources Code sections 21000 et seq. ("**CEQA**").

Section 2.8 Reliance on EIR. An Environmental Impact Report was prepared and, on January 26, 2023, certified by City for the 6th Cycle Housing Element (P21-0751) ("EIR") for which the Project Site was identified as Area 22 – Merritt Property. In connection with the EIR, City also adopted a Mitigation Monitoring and Reporting Program ("MMRP") as part of Resolution No. 23-1357. The EIR anticipates that up to two units per acre of housing will be constructed on the Project Site, and the Project with its density bonus pursuant to Cal. Government Code §65915(b)(1)(C) is consistent with the General Plan and EIR. In accordance with CEQA Guidelines Section 15183, the project is consistent with the development density established by the General Plan policies for which an EIR was certified on January 26, 2023 (SCH No. 202204009). There are no new significant effects peculiar to the proposed project or its site that were not analyzed as significant effects in the Housing Element Update FEIR, there are no new significant effects that were not previously evaluated in the Housing Element Update FEIR and there are no new significant off-site or cumulative impacts that were not analyzed in the Housing Element Update FIER. Additionally, there are no adverse impacts that are more severe than those previously identified in the Housing Element Update FEIR and all applicable mitigation measures from the Housing Element Update FEIR have been made a condition of approval. Therefore, pursuant to CEQA Guidelines 15183, no further environmental review is required.

Section 2.9 Subsequent CEQA Review. In the event that any additional CEQA documentation is legally required for any discretionary Subsequent Approval for the Project, then the scope of such documentation shall be focused, to the extent possible consistent with CEQA, on the specific subject matter of the Subsequent Approval, and the City shall conduct such CEQA review in a timely manner.

ARTICLE 3 Developer Obligations

Section 3.1 Obligations of Developer Generally. The Parties acknowledge and agree that 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.

Section 3.2 Developer Obligations. The Developer shall comply with all of the requirements set forth below:

a. Design and complete a trail extension from the Project's southeastern trail connection at Foothill Knolls Park to the Project's northern trail connection at Eastwood Way, which trail extension is identified as a priority improvement in the Pleasanton Trails Master Plan, and which is set forth in more detail on Sheets TM2.0 and L1.1 of DA Exhibit B and in DA Exhibit F (the "**Trail Extension**"). Developer shall be solely responsible for all costs associated with the design, installation, and ongoing maintenance of the Trail Extension, and the City shall indemnify the Developer and its successors for claims associated with the public's use of the Trail Extension as a public trail, except to the extent that any such claims are the result of the sole negligence or willful misconduct of Developer or its successors. The Trail Extension shall be substantially completed, to the satisfaction of the City Engineer, no later than issuance of the building permit for the 50th residential unit in the Project (including model homes) or within four years of issuance of the first building permit for the Project (including model homes), whichever comes first. Developer shall provide the City a public access easement over the Trail Extension, in a form approved by the City Attorney.

b. Design and install road frontage improvements that will improve pedestrian and bike safety on Foothill Road beyond the Project Site frontage to the south, to Foothill Knolls Drive, and to the north, beyond Muirwood Drive, as set forth in more detail on Sheets C7 and C8 of DA Exhibit B and in DA Exhibit F (the "**Foothill Road Offsite Improvements**"). Developer shall be solely responsible for all costs associated with the design and installation of the Foothill Road Offsite Improvements. The Foothill Road Offsite Improvements shall be substantially completed, to the satisfaction of the City Engineer, no later than issuance of the building permit for the 50th residential unit in the Project (including model homes) or within four years of issuance of the first building permit for the Project (including model homes), whichever comes first.

c. Developer shall install improvements on Foothill Road to allow for safe pedestrian, bicycle and vehicular ingress/egress to the Project site from Foothill Road, including (1) a southbound and northbound 11-foot wide travel lane; (2) a southbound 11-foot wide by 100-foot long left turn pocket (not including the taper); (3) a pedestrian path along the eastern side of Foothill Road that is maintained at all times; (4) southbound and northbound bicycle lanes are the same as or similar to those existing at the time of commencement of construction of the Project (the "**Safe Access Improvements**"). The Safe Access Improvements shall be installed, to the satisfaction of the City Traffic Engineer, prior the Certificate of Occupancy for the first residential unit in the Project (including model homes).

d. A monetary contribution in the amount of \$1,000,000, which shall be used by City for public safety facilities and equipment in order to improve public safety, shall be paid by Developer in three installments as follows: (1) \$200,000 at issuance of the first residential building permit in the Project; (2) \$400,000 at issuance of the 50th residential building permit in

the Project and (3) \$400,000 at issuance of the 100th residential building permit in the Project (including model homes).

e. Provide senior market rate and senior affordable moderate-income housing that will promote and serve the housing needs of seniors within the City.

f. Developer agrees that it will not receive any Capital Facilities Fee Credits or any Traffic Fee Credits in connection with this Project.

Section 3.3 Vested Development rights. Subject to annexation and the terms of this Agreement, the Project shall vest in accordance with this Agreement, and the Developer has the right to develop the Project and use the Project Site in accordance with:

a. The City's General Plan, the Pleasanton Municipal Code and the Project Approvals in effect on the Vesting Date;

b. All other City policies, ordinances, resolutions, rules, regulations, and standards applicable to development or use of the Project Site on the Effective Date, except that Developer shall:

1. Pay the City Impact Fees and Other City Fees, as such fees are defined in Section 3.4 below, at the time of issuance of building permits for each residential unit, in the amounts determined by Section 3.4 below.

2. Comply with the Building Code requirements in effect on a City-wide basis at time of complete Building plan check submittal.

3. Comply with construction and technical design standards or specifications for public improvements that are applicable City-wide at time of complete Subdivision Improvement Plan submittal. In the event the Subdivision Improvement Plan expires, and no construction activities have been started, the City Engineer may, at his/her discretion, require the Subdivision Improvement Plan to be updated to reflect the current technical design standards or specifications for public improvements at the time of renewal or extension.

4. Comply with changes in City laws, regulations, plans or policies applicable City-wide, the terms of which are found by the City Council, based on substantial evidence, to be necessary to protect members of the public from a condition dangerous to public health or safety.

5. Comply with a change in City law, regulations, plans or policies that is:

i. Specifically mandated by state or federal law, or by any regional governmental agency that has legal authority over City under state law or a joint powers agreement; or

ii. A result of or in response to state or federal law, or regional agency action, made necessary in order for City to avoid losing or not receiving substantial funding or other substantial public benefits or facilities that would be available to the City only if it makes such a change; or

iii. Specifically mandated by, or necessary for compliance with or implementation of, the terms of any permit, entitlement, or other authorization necessary for the development of the Property that is issued or granted to City, the County, and/or Developer by any federal, state or regional agency.

6. Following any subsequent environmental review, comply with required mitigation measures.

c. The Parties agree that the obligations set forth in this Agreement are conditioned upon the approved annexation of the Property into the City of Pleasanton. Upon approval of the Project Approvals by City, City agrees to act in good faith, in collaboration with Developer, to support and timely process the annexation application with LAFCo. The Developer shall be responsible for all costs associated with the annexation, including but not limited to preparation of the LAFCo application, LAFCo application submittal fees, and any other City-related annexation fees. Developer shall prepare the application for annexation of the Property for the City's review and approval no later than three (3) months from execution of this Agreement, unless extended by written agreement of the Parties. Annexation of the Property shall be completed 24 months from execution of this Agreement, unless extended by written agreement of the Parties. City agrees to grant at least one (1) extension of 12-months if Developer has fully cooperated with City and LAFCo in preparing the annexation application and providing all materials requested by LAFCo to support the application but LAFCo has failed to act on the application. If annexation proceedings are not completed within this time period, subject to any agreed upon extension(s), this Agreement shall be terminated and shall have no further force and effect, subject, however, to the provisions of Sections 6.2, 6.3 and 6.4.

Section 3.4 City Development Fees and Exactions. Notwithstanding any provision herein to the contrary and in accordance with and subject to this Article 3, during the Initial Term, Developer shall be responsible for only those types of development impact fees and exactions, and other building permit and development-related fees, which are in effect as of the Vesting Date. Included within attached DA Exhibit D is a complete list of the types of City development impact fees and exactions applicable to the Project at the time this Agreement is entered into (including those set forth below in this Article 3) (collectively, "**City Impact Fees**"), as well as a complete list of all other building permit and development-related fees applicable to the Project and collectible by City (for City's own account or on account of other agencies as set forth in Section 3.7) (all such other fees collectible by City for its own account are hereinafter referred to collectively as "**Other City Fees**"). An estimate of all City Impact Fees and Other City Fees in existence at the time this Agreement is entered into is attached as DA Exhibit E. At the time of each building permit issuance, the actual amount of the City Impact Fees and Other City Fees to be paid by the Developer shall be determined in accordance with this Section 3.4. During the Initial Term, Developer shall pay only those periodic cost of living or similarly indexed increases, decreases or adjustments in effect as of the Vesting Date to City Impact and Other City Fees. During the Extended Term, if any, Developer shall pay to City the City Impact Fees, Other City Fees and any applicable new development impact fees and exactions, and other building permit and development-related fees, which are in effect at the time of building permit for each residential unit within the Project.

Section 3.5 Inclusionary Housing. Developer shall enter into the AHA, which obligates Developer to construct 18 affordable moderate-income, senior homes within the Project site, as further detailed in DA Exhibit C, and consistent with Municipal Code Chapter 17.40.

Section 3.6 Building Permit and Processing Fees.

a. Building Permit. Subject to Section 3.4, Developer shall pay to City building permit fees in accordance with the City's fee schedule in effect at the time Developer submits the applications for building permits.

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 applications for Subsequent Approvals (defined in Section 4.4 below).

Section 3.7 DSRSD, Zone 7, Tri-Valley Transportation Development Fees.

Included within attached DA Exhibit D and DA Exhibit E is a list of fees and fee estimates collectible by City on account of the Dublin San Ramon Services District ("**DSRSD**"), Zone 7 Water Agency ("**Zone 7**") for sewer and water connections, respectively, and the Tri-Valley Transportation Development Fee on account of the Tri-Valley Transportation Council ("**TVTC**"), for the Project. The Parties acknowledge that DSRSD, Zone 7 and TVTC, and not City, control the amount and timing of payment of such fees. Developer shall pay to City the amount of such DSRSD, Zone 7, and TVTC fees then in effect when payment is due or any such other amount that may be agreed upon in writing by Developer and DSRSD, Zone 7, or TVTC.

Section 3.8 Deferral of Payment of Certain City Development Impact Fees.

Developer may defer payment of the City's Capital Facilities Fee, Traffic Development Fee, City Water Connection Fee and City Sewer Connection Fee, which are otherwise due when Developer obtains a building permit for each residence, until the Final Inspection for that residence; provided, however, that prior to issuance of a building permit for that residence, Developer executes a promissory note in favor of City, secured by a deed of trust, in the amount of the deferred fees due for such residence, which amount shall be due and payable prior to Final Inspection for such residence. For purposes of this Agreement, "**Final Inspection**" shall mean building permit approval/sign off. The City agrees that upon payment in full of the deferred fees, it shall promptly execute all such documents necessary for a title insurer to remove the deed of trust from title to the applicable residence. The Parties agree that deferral of payment of any of the above-mentioned fees does not apply to any third-party fees including but not limited to fees imposed by DSRSD, Zone 7, and the Pleasanton School District.

ARTICLE 4 City Obligations

Section 4.1 Availability of Public Services. To the maximum extent permitted by law and consistent with its authority, City shall assist Developer in reserving and securing capacity and/or supply for sewer, water and any other utilities or services as may be necessary or appropriate to serve the Project.

Section 4.2 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, any Subsequent Approvals, the building codes existing at the time of such rebuilding or reconstruction, and the applicable requirements of CEQA.

Section 4.3 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. The Subsequent Approvals may include, without limitation, the following: amendments of the Project Approvals, lot line adjustments and/or parcel maps or final subdivision maps, improvement agreements, grading permits, building permits, sewer and water connection permits, and certificates of occupancy. The Subsequent Approvals shall be deemed approvals appropriate to implement City's final policy decisions reflected in 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. The City shall not impose any condition of approval or other requirement 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.

Section 4.4 Regulation by Other Public Agencies. Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Project Site separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. In the event any state or federal resources agency (e.g., California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, Regional Water Quality Control Board/State Water Resources Control Board, Bay Area Air Quality Management District), in connection with its final issuance of a permit or certification for all or a portion of the Project, imposes requirements that require modifications to the Project, then the Parties will use their best efforts to incorporate such changes into the Project; provided, however, that if Developer appeals or challenges any such permit requirements, then the Parties may defer such changes until the completion of such appeal or challenge.

Section 4.5 Other Government Permits. At Developer's sole discretion and in accordance with Developer's construction schedule, Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. City shall use reasonable efforts to assist Developer in obtaining such permits and approvals, including, at the reasonable request of Developer, attending meetings with other governmental or quasi-governmental entities, providing documents reasonably requested by other governmental or quasi-governmental entities, and assisting Developer, at Developer's sole cost and expense, in implementing mitigation measures or other measures required by any such entity, and may, in its sole discretion, from time to time at the request of Developer, enter into binding agreements with any such entity as may be necessary to ensure the timely availability of such permits and approvals.

ARTICLE 5 Mortgagee Protection

Section 5.1 Mortgagee Protection. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Project Site or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Project Site ("**Mortgage**"). This Agreement shall be superior and senior to any lien placed upon the Project Site or any portion thereof after the date of recording this Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall

be binding upon and effective against and inure to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Project Site, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

Section 5.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 5.1 above, no Mortgagee shall have any obligation or duty under this Agreement to perform Developer's obligations or other affirmative covenants of Developer hereunder; provided, however, that a Mortgagee shall not be entitled to devote the Project Site to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement, or by the Project Approvals and Applicable Law.

Section 5.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If City receives a notice from a Mortgagee requesting a copy of any Default Notice given to Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed a default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right (but not the obligation) during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in City's notice.

Section 5.4 No Supersedure. Nothing in this Article 5 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 5 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 5.3.

Section 5.5 Technical Amendments to this Article 5. City agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the improvements on the Project Site or any refinancing thereof and to otherwise cooperate in good faith to facilitate Developer's negotiations with lenders.

ARTICLE 6 Miscellaneous

Section 6.1 Amendments. The Agreement may be amended in writing by the Parties, by mutual agreement, consistent with the procedures set forth in the Development Agreement Statute, as it is amended from time to time.

Section 6.2 No Damages Relief. The Parties acknowledge that neither Party would have entered into this Agreement if it were exposed to damages claims by the other Party for any breach of this Agreement. As such, the Parties agree that in no event shall either Party be entitled to recover damages against the other Party for breach of this Agreement. To the extent permitted by law, specific enforcement of this Agreement, including specific performance of Developer's payment obligations set forth in Section 3.2(a)-(f), is the proper and desirable remedy.

Section 6.3 Cooperation in Event of Legal Action. In the event of an administrative, legal or equitable action or other proceeding instituted by a third-party challenging the validity of this Agreement or any Project Approval or Subsequent Approval, the

partis shall cooperate in defending such action or proceeding. However, Developer agrees to reimburse City for City's reasonable attorneys' fees, expert witness fees, and related costs as City may incur in connection with its retention of outside counsel, and for any award of court costs or fees against City. City has the right to choose and retain such legal counsel as the City deems appropriate. However, Developer shall have no obligation to reimburse City for costs incurred after the date on which Developer gives the City written notice of its decision to settle an action or proceeding, even if the City does not agree to the settlement.

The obligations of City and Developer pursuant to this Section 6.3 shall be suspended as provided in Section 1.6 in the event Ordinance _____ adopting the Development Plan is challenged by a referendum petition, or in the event Ordinance _____ adopting this Agreement is challenged by a referendum petition.

Section 6.4 Defaults. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence ("**Default Notice**") shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of a default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action. 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 6.5 Periodic Review.

a. Conducting the Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the Effective Date, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement. This review (the "Periodic Review") shall be conducted by the Director of Community Development or his/her designee and shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code §65865.1.

b. Good Faith Compliance. During the Periodic Review, the Director of Community Development shall review Developer's good-faith compliance with the terms of this Agreement. At the conclusion of the Periodic Review, if the Director of Community Development finds that the Developer has not complied in good faith with the terms and conditions of this Agreement, the Director shall notify Developer in writing of the City's findings. Developer shall have ten (10) business days from the date of the City's notice to respond to City's evaluation of Developer's performance. Within ten (10) business days of receipt of the Developer's response, the Director of Community Development shall provide a written determination, based on findings, as to whether Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the Director of Community Development shall be appealable to the City Council by Developer. If the Director of Community Development finds and determines that Developer has not complied with such terms and conditions, the Director of Community

Development may recommend to the City Council that it terminate or modify this Agreement by giving notice of its intention to do so, in the manner set forth in California Government Code §65867 and §65868. The costs incurred by City in connection with the Periodic Review process described herein shall be the responsibility of the Developer.

Section 6.6 California Law. This Agreement shall be construed and enforced in accordance with California Law.

Section 6.7 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the parties.

Section 6.8 Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns, representatives, and all other persons acquiring all or a portion of the Project Site, or any interest therein, whether by operation of law or in any manner whatsoever, including, without limitation, purchasers or ground lessees thereof. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, California Civil Code Section 1468.

Section 6.9 Assignment of Interests, Rights and Obligations. Developer may transfer or assign all or any portion of its interests, rights or obligations under this Agreement, the Project Approvals or Subsequent Approvals to any affiliate of Developer or any third-parties acquiring an interest or estate in the Project Site or any portion thereof.

Section 6.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

DA EXHIBIT A-1	Legal Description of Project Site
DA EXHIBIT A-2	Diagram of Project Site
DA EXHIBIT B	PUD Development Plan (PUD-147) and Vesting Tentative Map (Tract 8522)
DA EXHIBIT C	Affordable Housing Agreement
DA EXHIBIT D	List of City Development Impact Fees and Exactions
DA EXHIBIT E	Estimate of City Development Impact Fees and Exactions
DA EXHIBIT F	Diagrams of Trail and Foothill Road Improvements

Section 6.11 Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by FedEx or other similar courier promising overnight delivery to the respective addresses specified by each Party. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or

communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City, to: City of Pleasanton
123 Main Street
P.O. Box 520
Pleasanton, CA 94566
Attn: Gerry Beaudin, City Manager
Telephone: (925) 931-5002
E-mail: gbeaudin@cityofpleasantonca.gov

With Copies to: City of Pleasanton
123 Main Street
P.O. Box 520
Pleasanton, CA 94566
Attn: Dan Sodergren, City Attorney
Telephone: (925) 931-5015
Email: dsodergren@cityofpleasanton.gov

If to Developer, to: Foothill Boulevard Holding Company, LLC
11555 Dublin Blvd.
Dublin, CA 94568
Attn: James Summers, Manager
Telephone: (925) 828-7999
Email: jsummers@desilvagroup.com

With Copies to: Perkins Coie, LLP
505 Howard Street, Suite 1000
San Francisco, CA 94105-3204
Attn: Cecily Barclay, Partner
Telephone (415) 344-7117
Email: CBarclay@perkinscoie.com

Section 6.12 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 constitutes in full, the final and exclusive understanding and agreement of the Parties and supersedes all prior and contemporaneous negotiations or agreements of the Parties with respect to all or any part of the subject matter hereof. Any waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and the Developer.

Section 6.13 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, (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 and (d) Developer has been determined to have complied in good faith with the terms of this Agreement. City shall execute and return such certificate to Developer within ten (10) business days following City's receipt thereof, and if City fails so to do within such 10 business 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 6.14 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 6.15 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. 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 6.16 Recordation of Development Agreement. Pursuant to California Government Code §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.

Section 6.17 Limitation on Liability. Notwithstanding anything to the contrary contained in this Agreement, in no event shall: (a) any partner, officer, director, member, shareholder, employee, affiliate, manager, representative, or agent of Developer or any general partner of Developer or its general partners be personally liable for any breach of this Agreement by Developer, or for any amount which may become due to City under the terms of this Agreement; or (b) any official, member, officer, agent or employee of City be personally liable for any breach of this Agreement by City or for any amount which may become due to Developer under the terms of this Agreement.

Section 6.18 Project as a Private Undertaking; No Joint Venture or Partnership. The Project constitutes private development, neither City nor Developer is acting as the agent of the other in any respect hereunder, and City and Developer are independent entities with respect to the terms and conditions of this Agreement. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer joint venturers or partners.

Section 6.19 Time Is of the Essence. Time is of the essence for each provision of this Agreement for which time is an element.

Section 6.20 Third Party Beneficiaries. Except as otherwise provided herein, City and Developer hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status.

Section 6.21 Attorneys' Fees; Prevailing Party. If legal action is brought by one of the Parties to enforce a provision of this Agreement, the prevailing Party is entitled to reasonable attorneys' fees, expert witness fees, and court costs

Section 6.22 Recitals. The recitals to this Agreement are part of the Agreement.

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

"CITY"

Dated: _____

CITY OF PLEASANTON,
a municipal corporation

By: _____
Gerry Beaudin, City Manager

Dated: _____

Approved as to form:

By: _____
Daniel G. Sodergren, City Attorney

Dated: _____

Attest:

By: _____
Jocelyn Kwong, City Clerk

Dated: _____

"DEVELOPER"

Foothill Boulevard Holding Company, LLC

By: _____
James Summers
Its: Manager

**EXHIBIT A-1
TO
DEVELOPMENT AGREEMENT
LEGAL DESCRIPTION OF PROJECT SITE**

[See Attached]

**EXHIBIT A-1
TO
DEVELOPMENT AGREEMENT**

LEGAL DESCRIPTION OF PROJECT SITE

Real property in the unincorporated area of the County of Alameda, State of California, described as follows:

PARCEL A:

BEGINNING AT THE NORTHWESTERN CORNER OF LOT 2, AS SAID LOT IS SHOWN ON THE MAP ACCOMPANYING THE REFEREE'S REPORT IN ALAMEDA COUNTY SUPERIOR COURT CASE NO. 10329 ENTITLED "ADA M. DOUGHERTY, PLAINTIFF, VS. JAMES WITT DOUGHERTY, ET AL, DEFENDANTS," WHICH CORNER IS ALSO THE CENTER LINE OF THE COUNTY ROAD LEADING FROM DUBLIN TO SUNOL; THENCE RUNNING ALONG THE CENTER LINE OF SAID COUNTY ROAD SOUTH 2° 30' EAST 70 FEET; THENCE CONTINUING ALONG SAID CENTER LINE SOUTH 28° 30' EAST 340 FEET; THENCE LEAVING SAID CENTER LINE OF SAID COUNTY ROAD AND RUNNING NORTH 51° 45' EAST 380 FEET; THENCE RUNNING NORTH 13° 30' WEST 230 FEET TO THE NORTHERN BOUNDARY LINE OF SAID LOT 2; THENCE RUNNING ALONG THE NORTHERN BOUNDARY LINE OF SAID LOT 2 SOUTH 76° 30' WEST 440 FEET MORE OR LESS TO THE POINT OF BEGINNING.

APN: 941-0950-003-01

PARCEL B:

BEGINNING AT THE SOUTHWESTERN CORNER OF LOT 2, AS SAID LOT IS SHOWN ON THE MAP ACCOMPANYING THE REFEREE'S REPORT IN ALAMEDA COUNTY SUPERIOR COURT CASE NUMBER 10239 "ADA M. DOUGHERTY, PLAINTIFF VS. JAMES WILL DOUGHERTY, ET AL., DEFENDANTS", WHICH CORNER IS ALSO THE CENTER LINE OF FOOTHILL ROAD, FORMERLY THE COUNTY ROAD LEADING FROM DUBLIN TO SUNOL; THENCE RUNNING ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT 2, NORTH 76° 30' EAST, 516.5 FEET; THENCE LEAVING SAID SOUTHERN BOUNDARY LINE AND RUNNING NORTH 13° 30' WEST, 400 FEET; THENCE RUNNING SOUTH 76° 30' WEST, 630 FEET, MORE OR LESS, TO A POINT ON THE CENTER LINE OF SAID FOOTHILL ROAD; THENCE RUNNING ALONG THE CENTER LINE OF SAID FOOTHILL ROAD, SOUTH 28° 30' EAST, 225.5 FEET; AND THENCE SOUTH 30° 30' EAST, 190.74 FEET TO THE POINT OF BEGINNING.

APN: 941-0950-003-03

PARCEL C:

BEING A PORTION OF LOT 2, AS SAID LOT IS DELINEATED AND SHOWN ON THE MAP ACCOMPANYING REFEREE'S REPORT IN CASE #10239 SUPERIOR COURT

OF ALAMEDA COUNTY, ADA M. DOUGHERTY VS. JAMES WILL DOUGHERTY, ET AL, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 2; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2, S. 16° 25' 26" E., 830.02 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2, S. 77° 35' 02" W., 1331.16 FEET; THENCE LEAVING SAID SOUTHERLY LINE N. 15° 42' 10" W 829.18 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE ALONG SAID NORTHERLY LINE N. 77° 34' 34" E., 1320.69 FEET TO THE POINT OF BEGINNING.

APN: 941-0950-003-11

PARCEL D

BEING A PORTION OF LOT 2, AS SAID LOT IS DELINEATED AND SHOWN ON THE MAP ACCOMPANYING REFEREE'S REPORT IN CASE #10239 SUPERIOR COURT OF ALAMEDA COUNTY, ADA M. DOUGHERTY VS. JAMES WILL DOUGHERTY, ET AL, DESCRIBED AS FOLLOWS:

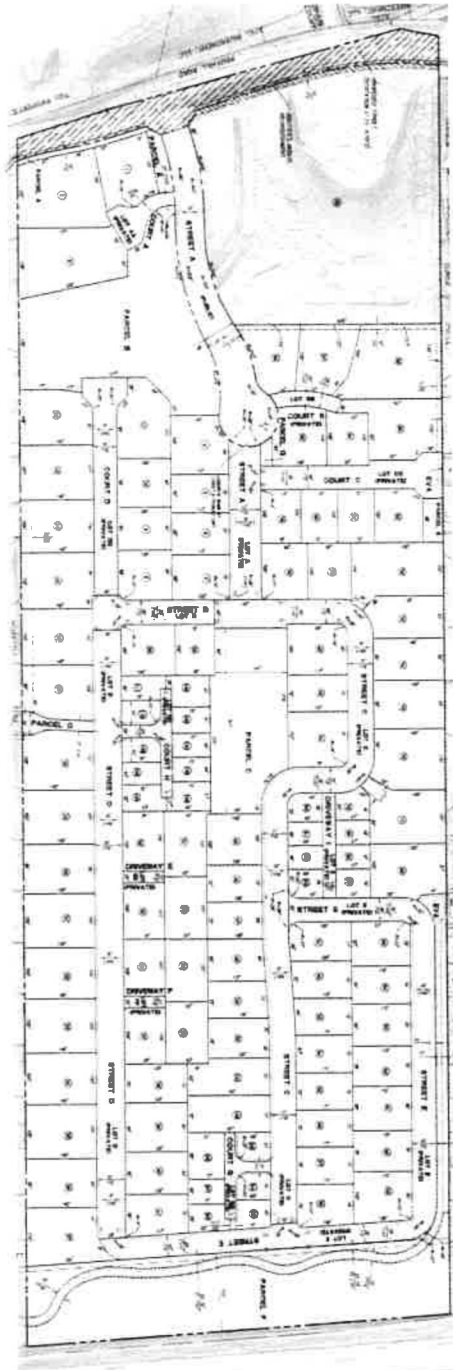
COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2, S. 77° 35' 02" W., 1331.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S. 77° 35' 02" W., 505.44 FEET TO THE EASTERLY LINE OF PARCEL DESCRIBED IN THE DEED RECORDED IN SERIES 89-023130 OFFICIAL RECORDS OF ALAMEDA COUNTY TO SCHOLES; THENCE ALONG SAID EASTERLY LINE N. 12° 25' 26" W., 400.07 FEET; THENCE ALONG THE NORTHERLY LINE OF LAST SAID PARCEL S. 77° 34' 34" W., 630.65 FEET; THENCE LEAVING SAID NORTHERLY LINE N. 27° 26' 14" W., 23.06 FEET TO THE SOUTHERLY CORNER OF THE PARCEL DESCRIBED IN THE DEED RECORDED IN SERIES 86-138999 OFFICIAL RECORDS OF ALAMEDA COUNTY TO MERRITT; THENCE ALONG THE SOUTHEASTERLY LINE OF LAST SAID PARCEL N. 52° 50' 09" E., 380.00 FEET; THENCE ALONG THE EASTERLY LINE OF LAST SAID PARCEL N. 12° 25' 22' W., 246.37 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 N. 77° 34' 34" E., 749.51 FEET; THENCE LEAVING LAST SAID NORTHERLY LINE S. 15° 42' 10" E., 829.18 FEET TO THE POINT OF BEGINNING.

APN: 941-0950-003-12

**EXHIBIT A-2
TO
DEVELOPMENT AGREEMENT
DIAGRAM OF PROJECT SITE**

[See Attached]

EXHIBIT A-2
TO
DEVELOPMENT AGREEMENT
DIAGRAM OF PROJECT SITE



**EXHIBIT B
TO
DEVELOPMENT AGREEMENT**

PUD DEVELOPMENT PLAN (PUD-147) and VESTING TRACT MAP (Tract 8522)

[See Attached]



GRAPHIC SCALE



0 10 20 30 40 50
feet

SITE REPRESENTATIVE

JOB NO. 141 004

DATE 05.15.04

SCALE 1/8" = 1'-0"

PROJECT 141 004

CLIENT 141 004



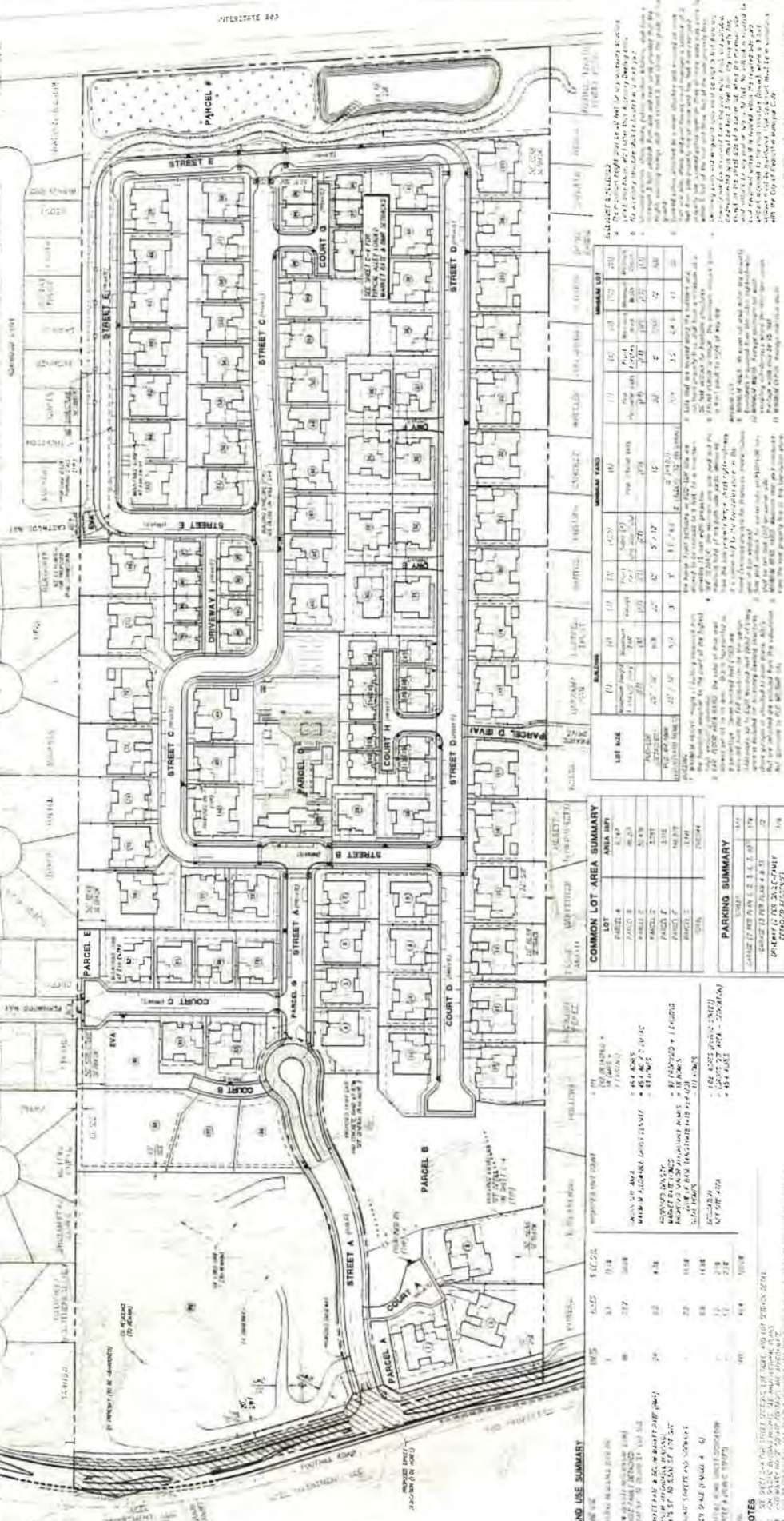
MERRITT PROPERTY | Pleasanton, California

T1.2



GENERAL PLAN NOTES

1. LAND USE: RESIDENTIAL MEDIUM DENSITY (RMD) - SINGLE-FAMILY DETACHED AND QUARTER ACRES LOTS.
2. LOT AREA: 4,000 TO 10,000 SQ. FT.
3. LOT WIDTH: 30 TO 40 FEET.
4. LOT DEPTH: 100 TO 150 FEET.
5. FRONT YARD SETBACK: 10 FEET.
6. SIDE YARD SETBACK: 5 FEET.
7. REAR YARD SETBACK: 5 FEET.
8. MINIMUM FRONT PORCH WIDTH: 8 FEET.
9. MINIMUM FRONT PORCH DEPTH: 8 FEET.
10. MINIMUM FRONT PORCH SETBACK: 3 FEET.
11. MINIMUM FRONT PORCH HEIGHT: 6 FEET.
12. MINIMUM FRONT PORCH AREA: 60 SQ. FT.
13. MINIMUM FRONT PORCH SETBACK FROM DRIVE: 3 FEET.
14. MINIMUM FRONT PORCH SETBACK FROM SIDEWALK: 3 FEET.
15. MINIMUM FRONT PORCH SETBACK FROM STREET: 3 FEET.
16. MINIMUM FRONT PORCH SETBACK FROM CURB: 3 FEET.
17. MINIMUM FRONT PORCH SETBACK FROM ADJACENT LOT: 3 FEET.
18. MINIMUM FRONT PORCH SETBACK FROM ADJACENT DRIVEWAY: 3 FEET.
19. MINIMUM FRONT PORCH SETBACK FROM ADJACENT DRIVEWAY: 3 FEET.
20. MINIMUM FRONT PORCH SETBACK FROM ADJACENT DRIVEWAY: 3 FEET.



LOT NO.	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)	AREA (SQ. FT.)
1	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
2	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
3	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
4	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
5	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
6	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
7	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
8	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
9	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
10	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
11	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
12	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
13	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
14	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
15	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
16	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
17	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
18	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
19	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
20	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
21	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
22	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
23	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
24	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
25	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
26	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
27	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
28	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
29	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
30	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
31	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
32	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
33	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
34	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
35	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
36	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
37	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
38	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
39	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
40	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
41	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
42	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
43	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
44	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
45	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
46	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
47	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
48	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
49	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
50	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000

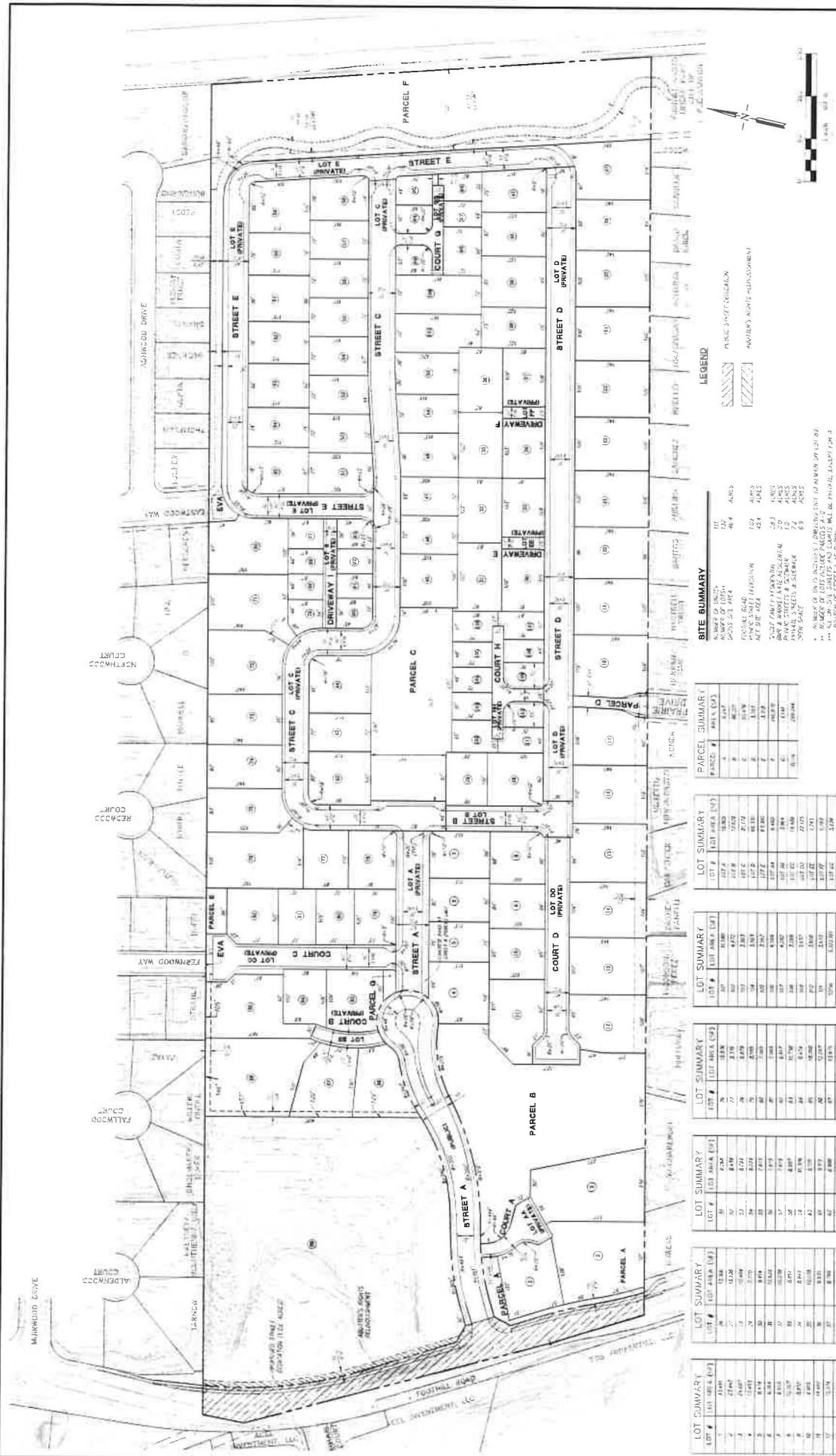
PRELIMINARY SITE DEVELOPMENT PLAN

JOB NO. 100-1001-100
 DATE 06/14/2014
 PREPARED BY: [Firm Name]
 CHECKED BY: [Firm Name]



RJA
 RUGGERI JENSEN AZAR

MERRITT PROPERTY | Pleasanton, California



RJA
RUGGERI-JENSEN-AZAR
 1000 S. ...
 ...
 DATE: ...
 SHEET: 2 OF 7

LEGEND

▨ PUBLIC STREET EASEMENT

▤ ADJACENT ROAD EASEMENT

SITE SUMMARY

NUMBER OF LOTS	117
NUMBER OF PARCELS	6
ACRES	46.4
FOOTING ROAD	159
ADJACENT ROAD	454
ACT SITE AREA	4045
ADJACENT ROAD	293
ADJACENT ROAD	19
ADJACENT ROAD	65
ADJACENT ROAD	65

PARCEL SUMMARY

PARCEL #	AREA (SQ FT)
1	10,000
2	10,000
3	10,000
4	10,000
5	10,000
6	10,000

LOT SUMMARY

LOT #	LOT AREA (SQ FT)
1	10,000
2	10,000
3	10,000
4	10,000
5	10,000
6	10,000

LOT SUMMARY

LOT #	LOT AREA (SQ FT)
1	10,000
2	10,000
3	10,000
4	10,000
5	10,000
6	10,000

LOT SUMMARY

LOT #	LOT AREA (SQ FT)
1	10,000
2	10,000
3	10,000
4	10,000
5	10,000
6	10,000

LOT SUMMARY

LOT #	LOT AREA (SQ FT)
1	10,000
2	10,000
3	10,000
4	10,000
5	10,000
6	10,000

LOT SUMMARY

LOT #	LOT AREA (SQ FT)
1	10,000
2	10,000
3	10,000
4	10,000
5	10,000
6	10,000

LOT SUMMARY

LOT #	LOT AREA (SQ FT)
1	10,000
2	10,000
3	10,000
4	10,000
5	10,000
6	10,000

PRELIMINARY LOTTING PLAN
TRACT 8522 - MERRITT PROPERTY
 CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

**EXHIBIT C
TO
DEVELOPMENT AGREEMENT
AFFORDABLE HOUSING AGREEMENT**

[See Attached]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: _____
This document is exempt from recording
fees pursuant to Government Code §
27383 and exempt from Documentary
Transfer Tax pursuant to Revenue and
Taxation Code §11922

AFFORDABLE HOUSING AGREEMENT

This **AFFORDABLE HOUSING AGREEMENT** ("Agreement") is made this _____ day of _____, 2024, by the **CITY OF PLEASANTON**, a Municipal Corporation ("City"), and **FOOTHILL BOULEVARD HOLDING COMPANY, LLC** a California limited liability company ("Developer").

RECITALS

- A. Developer currently controls or owns a legal or equitable interest in land consisting of approximately forty six (46) acres in unincorporated Alameda County, proposed to be annexed to the City of Pleasanton, California, more particularly described in Attachment 1 attached hereto and incorporated herein by reference (the "Property").
- B. For the Property, Developer has obtained City approval (PUD-xxx) to create 111 lots and develop a 110-unit age-qualified fifty-five (55) year and older residential project (collectively the "Project") consisting of 93 single family detached homes and 18 alley-loaded and/or courtyard detached and duet homes. The 111th lot is for an existing home.
- C. Developer has utilized the state density bonus allowed for age-qualified housing projects pursuant to California Government Code Section 65915(b)(1)(C). This twenty percent (20%) density bonus allows 112 homes on the property, which has a maximum existing density of ninety-three (93) homes before applying the density bonus. The number of affordable homes required by City's Inclusionary Zoning Ordinance (IZO) is eighteen (18) homes (twenty percent of the base 92 home project).
- D. The eighteen (18) homes required by the IZO will be available to households with incomes at or below one hundred and twenty percent (120%) (moderate income) of Area Median Income (AMI).
- E. Developer shall provide Accessory Dwelling Units (ADUs) in the Project to further expand the affordability component of the Project by providing opportunities for further dispersal of affordable residential units that are affordable by design throughout the community.

- F. Execution of this Agreement memorializes the requirements of the City's Inclusionary Zoning Ordinance (Ordinance 1818) for the Project and shall be in lieu of paying the City's Lower Income Housing Fee for this Project.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, City and Developer agree as follows:

- A. Of the 110 homes authorized for development by the PUD Development Plan approved by the City Council by its Ordinance 21-YYY, eighteen (18) shall be "Affordable" units. The 18 units required to meet the IZO shall be available for purchase to households with annual incomes at or below 120% of the Area Median Income (AMI) as set forth herein. The Affordable units shall be at least 1,200 square feet and shall be consistent with the following:

Unit Type	Moderate Income (120% of AMI)
2 Bedroom	18
Total	18

Area Median Income (AMI) shall mean the area median income for San Francisco-Fremont Metropolitan Statistical Area adjusted for household size in accordance with adjustment factors adopted and amended from time to time by the United States Department of Urban Development (HUD) pursuant to Section 8 of the United States Housing Act of 1937 or any successor Statute.

- B. Affordable unit sales prices shall be based on the following household sizes:

Unit Type	Household Size
2 Bedroom Unit	Three (3) person household

- C. The sales prices for each of the Affordable units shall be calculated based on a maximum sales price for a three (3) person household (regardless of the number of qualified applicants at the time of sale or thereafter) calculated by the City in accordance with its Pleasanton Homeownership Assistance Program guidelines and restrictions, as such restrictions have been modified and approved by the City Council for this Project in the form attached hereto as Attachment 2 (the "Merritt Property Age-Qualified Community Homes PHAP Requirements"). In the event that there are improved marketing strategies for securing qualified buyers, or there is an inadequate pool of qualified buyers, for the Affordable units, the Developer may propose revisions to the PHAP Requirements to attract additional qualified buyers. Such revisions to the PHAP Requirements shall be subject to review and approval by the Community Development Director.

At the initial sales for the Project, sales prices for Affordable units shall be based on the AMI at the time the City issues a Certificate of Occupancy for each unit. Thereafter, prices shall adjust consistent with HUD adjustments in the AMI. If HUD fails to issue revised Area Median Income/ household income statistics for the San Francisco-Oakland-Fremont Metropolitan Statistical Area within 12 months of the previous revision, sales prices for the Affordable units may be adjusted based on the annual percentage increase in the San Francisco-Oakland Consumer Price Index for urban wage earners and clerical workers.

- D. The Affordable units shall be located in the alley-loaded and courtyard housing, as shown on the Project PUD site plan. The Affordable units shall be constructed concurrent with construction of the market-rate units.
- E. Sales of the Affordable units shall be in accordance with City eligibility and income guidelines in conformance with the City's Preference System for City Assisted Affordable Rental and

Homeownership Programs in Resolution 21-1199, as may be amended, unless otherwise mandated by federal or state laws governing fair housing, upon which the City and Developer shall initially agree to a different process as permitted by such laws.

- F. Developer shall enter into a restrictive covenant with the City in a form approved by the City Attorney, to be executed by the City Manager, to require that the housing development consisting of the 110 new housing units (and not the existing 111th housing unit) be operated as "housing for older persons" consistent with state and federal fair housing laws.
- G. The Affordable units shall have the same exterior standards of quality (stucco, stone, siding, etc.) as the market rate units; however, interior features (e.g., flooring, cabinets, appliances, interior features/amenities, services, etc.) may be different than the market rate units, as long as the workmanship and the products are of standard residential quality as determined by the City.
- H. By providing the Affordable units, all units in the entire Project are exempt from the Affordable Housing Fee.
- I. Developer shall provide a minimum of four (4) ADUs; two (2) of these ADUs will be within the main home and the remaining two (2) ADUs will be detached structures in rear yards. The ADUs are not required to be rented or sold; and if rented or sold, are not required to be rented or sold at affordable levels.
- J. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators, and assigns with respect to the Affordable units. However, in no event shall this Agreement be binding or impose any obligations, (including but not limited any indemnity or duty to defend obligations), on an owner of a market-rate single family home located on the Property, except for the restrictive covenant set forth in set F of this Agreement. The Developer and any successors, heirs, administrators and assigns of the market-rate single family homes shall enter into a restrictive covenant requiring the housing development to be operated as "housing for older persons" consistent with state and federal fair housing laws.
- K. Developer shall notify the initial buyers of the Affordable units that they are required to comply with the restrictive covenants recorded on the Affordable units, which among other things, will restrict the sale of the units to other eligible age-qualified purchasers at a maximum release price determined by the City in accordance with the Merritt Property Age-Qualified Community Homes PHAP Requirements. The initial buyers and subsequent buyers shall execute a Promissory Note and Performance Deed of Trust to capture any excess proceeds received in the case of an ineligible transfer of an Affordable unit. The restrictive covenants shall remain in perpetuity and the Note and Performance Deed of Trust shall remain as long as the initial buyer or any successor, heir or assign owns the Affordable unit.
- L. Developer shall have the right to transfer and assign all of its rights, duties and obligations under this Agreement to any affiliate of Developer or to any person or entity acquiring fee simple title to any portion of the Property. Developer shall be immediately released from its obligations under this Agreement upon such assignment so long as: (i) Developer was not in default of this Agreement at the time of conveyance, (ii) Developer provided to City prior written notice of such transfer, and (iii) the transferee executes and delivers to City a written assumption agreement in which: (1) the name and address of the transferee is set forth, and (2) the transferee expressly assumes the obligations of Developer under this Agreement. Failure to deliver a written assumption agreement hereunder shall not negate, modify, or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement. Nothing herein contained shall be deemed to grant to City discretion to approve or deny any such transfer.

M. If Developer fails to perform an obligation hereunder, and such failure continues for thirty (30) days after receipt of written notice of such failure by the City (or such longer period of time as may be reasonably necessary to cure such failure) then Developer shall be in default hereunder and the City's sole remedy hereunder shall be to pursue an action for specific performance against Developer.

N. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be delivered by hand, sent by air courier, or sent by prepaid registered or certified mail with return receipt requested, and shall be deemed to have been given on the earliest of (1) receipt or refusal of receipt; (b) one business day after delivery to an air courier for overnight expedited delivery service; (c) five (5) business days after the date deposited in the United States mail, registered or certified, with postage prepaid and return receipt requested (provided that such return receipt must indicate receipt at the address specified); or (d) on the day of its transmission by facsimile if transmitted during the business hours of the place of receipt, otherwise on the next business day, provided that a copy of such notice, consent or other communication is also delivered pursuant to clause (b) or (c) above. All references to "business days" herein shall exclude weekends and State or Federal holidays. All notices shall be addressed as follows (or to such other or further addresses as the parties may designate by notice given in accordance with this section):

If to the City, at:

City of Pleasanton
Attention: City Manager
P.O. Box 520
Pleasanton, CA 94566

If to the Developer, at:

Foothill Boulevard Holding Company, LLC
c/o The DeSilva Group LLC
Attention: Jim Summers
11555 Dublin Boulevard
Dublin, CA 94568-2854

With a Copy to:

Perkins Coie, LLP
Attention: Cecily Barclay
505 Howard Street, Suite 1000
San Francisco, CA 94105

O. Notwithstanding anything to the contrary in this Agreement, the restrictions set forth in this Agreement shall be enforceable solely by the City and not by, or on behalf of, any resident of the Project.

P. This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding agreement.

Q. This Agreement shall be recorded in Alameda County, shall run with the land, and shall bind the parties and their successors in interest.

THIS AGREEMENT is executed the date and year first above written.

CITY:

CITY OF PLEASANTON, a Municipal Corporation By:

Gerry Beaudin, City Manager

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel Sodergren, City Attorney

DEVELOPER:

FOOTHILL BOULEVARD HOLDING COMPANY, LLC, a California limited liability company

By:

James B. Summers

Title: _____

Attachments:

1. Legal Description
- 2.. Merritt Property Age-Qualified Community Homes PHAP Requirements

Attachment 1
Legal Description

Real property in the unincorporated area of the County of Alameda, State of California, described as follows:

PARCEL A:

BEGINNING AT THE NORTHWESTERN CORNER OF LOT 2, AS SAID LOT IS SHOWN ON THE MAP ACCOMPANYING THE REFEREE'S REPORT IN ALAMEDA COUNTY SUPERIOR COURT CASE NO. 10329 ENTITLED "ADA M. DOUGHERTY, PLAINTIFF, VS. JAMES WITT DOUGHERTY, ET AL, DEFENDANTS," WHICH CORNER IS ALSO THE CENTER LINE OF THE COUNTY ROAD LEADING FROM DUBLIN TO SUNOL; THENCE RUNNING ALONG THE CENTER LINE OF SAID COUNTY ROAD SOUTH 2° 30' EAST 70 FEET; THENCE CONTINUING ALONG SAID CENTER LINE SOUTH 28° 30' EAST 340 FEET; THENCE LEAVING SAID CENTER LINE OF SAID COUNTY ROAD AND RUNNING NORTH 51° 45' EAST 380 FEET; THENCE RUNNING NORTH 13° 30' WEST 230 FEET TO THE NORTHERN BOUNDARY LINE OF SAID LOT 2; THENCE RUNNING ALONG THE NORTHERN BOUNDARY LINE OF SAID LOT 2 SOUTH 76° 30' WEST 440 FEET MORE OR LESS TO THE POINT OF BEGINNING.

APN: 941-0950-003-01

PARCEL B:

BEGINNING AT THE SOUTHWESTERN CORNER OF LOT 2, AS SAID LOT IS SHOWN ON THE MAP ACCOMPANYING THE REFEREE'S REPORT IN ALAMEDA COUNTY SUPERIOR COURT CASE NUMBER 10239 "ADA M. DOUGHERTY, PLAINTIFF VS. JAMES WILL DOUGHERTY, ET AL., DEFENDANTS", WHICH CORNER IS ALSO THE CENTER LINE OF FOOTHILL ROAD, FORMERLY THE COUNTY ROAD LEADING FROM DUBLIN TO SUNOL; THENCE RUNNING ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT 2, NORTH 76° 30' EAST, 516.5 FEET; THENCE LEAVING SAID SOUTHERN BOUNDARY LINE AND RUNNING NORTH 13° 30' WEST, 400 FEET; THENCE RUNNING SOUTH 76° 30' WEST, 630 FEET, MORE OR LESS, TO A POINT ON THE CENTER LINE OF SAID FOOTHILL ROAD; THENCE RUNNING ALONG THE CENTER LINE OF SAID FOOTHILL ROAD, SOUTH 28° 30' EAST, 225.5 FEET; AND THENCE SOUTH 30° 30' EAST, 190.74 FEET TO THE POINT OF BEGINNING.

APN: 941-0950-003-03

PARCEL C:

BEING A PORTION OF LOT 2, AS SAID LOT IS DELINEATED AND SHOWN ON THE MAP ACCOMPANYING REFEREE'S REPORT IN CASE #10239 SUPERIOR COURT OF ALAMEDA COUNTY, ADA M. DOUGHERTY VS. JAMES WILL DOUGHERTY, ET AL, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF SAID LOT 2; THENCE ALONG THE EASTERLY LINE OF SAID LOT 2, S. 16° 25' 26" E., 830.02 FEET TO THE

SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2, S. 77° 35' 02" W., 1331.16 FEET; THENCE LEAVING SAID SOUTHERLY LINE N. 15° 42' 10" W 829.18 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE ALONG SAID NORTHERLY LINE N. 77° 34' 34" E., 1320.69 FEET TO THE POINT OF BEGINNING.

APN: 941-0950-003-11

PARCEL D

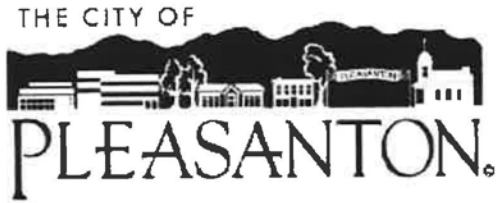
BEING A PORTION OF LOT 2, AS SAID LOT IS DELINEATED AND SHOWN ON THE MAP ACCOMPANYING REFEREE'S REPORT IN CASE #10239 SUPERIOR COURT OF ALAMEDA COUNTY, ADA M. DOUGHERTY VS. JAMES WILL DOUGHERTY, ET AL, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2, S. 77° 35' 02" W., 1331.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE S. 77° 35' 02" W., 505.44 FEET TO THE EASTERLY LINE OF PARCEL DESCRIBED IN THE DEED RECORDED IN SERIES 89-023130 OFFICIAL RECORDS OF ALAMEDA COUNTY TO SCHOLES; THENCE ALONG SAID EASTERLY LINE N. 12° 25' 26" W., 400.07 FEET; THENCE ALONG THE NORTHERLY LINE OF LAST SAID PARCEL S. 77° 34' 34" W., 630.65 FEET; THENCE LEAVING SAID NORTHERLY LINE N. 27° 26' 14" W., 23.06 FEET TO THE SOUTHERLY CORNER OF THE PARCEL DESCRIBED IN THE DEED RECORDED IN SERIES 86-138999 OFFICIAL RECORDS OF ALAMEDA COUNTY TO MERRITT; THENCE ALONG THE SOUTHEASTERLY LINE OF LAST SAID PARCEL N. 52° 50' 09" E., 380.00 FEET; THENCE ALONG THE EASTERLY LINE OF LAST SAID PARCEL N. 12° 25' 22' W., 246.37 FEET TO THE NORTHERLY LINE OF SAID LOT 2; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 N. 77° 34' 34" E., 749.51 FEET; THENCE LEAVING LAST SAID NORTHERLY LINE S. 15° 42' 10" E., 829.18 FEET TO THE POINT OF BEGINNING.

APN: 941-0950-003-12

Attachment 2

Merritt Property Age-Qualified Community Homes PHAP Requirements



**PLEASANTON HOMEOWNERSHIP
ASSISTANCE PROGRAM (PHAP)
MERRITT PROPERTY
AGE-QUALIFIED COMMUNITY**

**ELIGIBILITY AND PARTICIPATION REQUIREMENTS
MERRITT PROPERTY AGE-QUALIFIED COMMUNITY**

The City of Pleasanton Homeownership Assistance Program (“PHAP”) provides opportunities for income-eligible buyers to purchase Below Market Rate (“BMR”) age-qualified homes in Pleasanton. These homes are restricted at the time of sale in accordance with City requirements. The information provided in this document describes the household qualifications and participation requirements for purchasers of homes in the Merritt Property age-qualified community.

Eligibility Requirements

To qualify for the purchase of a home, the Applicant must be 55 years of age or older and meet the criteria listed below.

1. Household Size. The following minimum and maximum household size requirements shall apply for Applicants. At least one member has to be 55 years of age or older.

Number of Bedrooms	Minimum Household Size	Maximum Household Size
2	1 person	4 persons

2. Household Income: Annual household income may not exceed the City’s established income limits for the applicable percentage of the Area Median Income (AMI), adjusted for household size. These limits, adjusted annually by the City, are based on Median Income data published by the U.S. Department of Housing and Urban Development for the Oakland-Fremont HMFA. The Income Limits for 2024 are:

Persons in Household	Maximum Annual Income
	120% AMI (Moderate Income)
1	\$130,800
2	\$149,500
3	\$168,150
4	\$186,850

3. Household members include all individuals who will be residing in the affordable home.
4. Annual household income includes the income of all household members over the age of 18 years who will be residing in the home. Annual household income includes all income for the current calendar year to date (at the time of application submittal) plus the household’s

anticipated annual household income for the remainder of the current calendar year. In the event a household, and/or a household member, experienced a recent, significant increase in monthly income, generally defined as an increase of 20%, annual household income will be determined by projecting the new monthly income for a period of twelve months.

Determination of and applicant's annual income to establish eligibility shall be at the sole discretion of the City/City's Program Agent and the applicant will be required to provide documentation satisfactory to the City to establish eligibility. Income shall include the following:

- a) The **gross amount, before any payroll deductions**, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
- b) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
- c) Interest and dividends;
- d) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
- e) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
- f) Public Assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (1) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (2) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities;
- g) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- h) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse;
- i) In addition to the above, to adhere to Title 25 California Code of Regulations Section 6914, where a family has net assets in excess of \$5,000 (after subtracting the allowable down payment and closing costs to purchase the home), the applicants' annual income shall include the actual amount of income derived from the asset(s), or 10% of the value of the asset(s), whichever is greater. If the total assets are less than \$5,000, the actual amount of income derived from the asset will be included as income. For this section, assets is defined as equity in real property, trust funds, savings, stocks, bonds or other investment instruments such as mutual funds, certificates of deposit, etc. Assets do not include recognized retirement plans such as IRA's, Keogh plans, and 401K plans. Assets may not exceed the program's limit.

5. The Applicant household must not own another home at the time of the Application or if a home is owned, it must be actively marketed for sale with the intent of selling such home prior to purchase of the BMR home.
6. The City will implement a Below Market Rate (BMR) Exchange Program that will allow a current BMR homeowner to be eligible to purchase one of the BMR homes in this development prior to selling their existing BMR home.
7. Applicants must be a U.S. citizen or lawfully permitted for permanent residence.

Credit/Other Requirements

8. Applicants must have sufficient creditworthiness to qualify for a first mortgage. Creditworthiness includes: a) not having filed bankruptcy in the last three years; and b) minimum FICO credit rating of 660 points. At the discretion of the City/City's Program Agent, this minimum rating may be adjusted if the buyer's down payment exceeds the 3% minimum requirement. The applicant may not have any outstanding judgements or accounts in collections.
9. The Applicant's total Frontend Housing ratio may not be less than a 28% floor of the Applicant's total gross monthly income.
10. If the Applicant has not previously owned a home, the Applicant must successfully complete a City-approved first-time homebuyer training program prior to the close of escrow.

First Mortgage Requirements

11. Applicants are required to demonstrate ability to obtain mortgage financing within a specific time frame established by the City. The City's Agent will review the Loan application and supporting documentation for program eligibility and will forward the loan package to the First Mortgage Lender. Failure to provide required financial information within the time frames established by the City will result in the household forfeiting its current application ranking number and being removed from further consideration.
12. Applicants are responsible for all closing costs related to the purchase which may include title fees, escrow fees, loan origination fees, etc. (approximately 2-3 percent of the purchase price). Applicants may be "gifted" funds to be used toward closing costs.
13. First mortgages must have a fixed interest rate for the term of the loan. First mortgages with negative amortization, interest only payments, or balloon payments are not acceptable.
14. The Applicant's total Backend Debt to Income ratio may not exceed a 45% ceiling of the Applicant's total gross monthly income.
15. The Applicant will participate in a lender sponsored Impound Account for property taxes on the BMR unit. Property taxes shall be based on the affordable sales price at time of sale to the Applicant.

Down Payment & Secondary Financing

16. The Applicant must provide a minimum of three percent (3%) of the purchase price, in their own funds, for use as a down payment:

- a) In general, lending institutions require that funds must be seasoned (on deposit in a financial institution) for a minimum of three months prior to the initial date of the application with documentation showing these funds are available for use as down payment.
 - b) Funds must be placed into escrow prior to close of escrow and proof of availability of funds provided to the City's Program Agent before close of escrow.
17. Buyers purchasing homes through the PHAP Program may use forms of secondary down payment financing from the City-approved subsidy sources.
 18. The City will not provide any direct financing, and buyers must qualify independently for mortgage financing to purchase the homes. However, buyers may apply separately for second mortgage assistance through the Pleasanton Down Payment Assistance Loan (PDALP) program. Review of the PDALP application will be conducted separately from consideration of the Eligibility and Financing Application. Approval of PDALP financing in conjunction with the PHAP program will be based on the applicant's demonstrated financial need.
 19. Applicants may be gifted funds in an amount not to exceed 15% of the purchase price, plus closing costs as evidenced by a gift letter which must be submitted at the time of the PHAP application submittal.

Restrictive Covenant Requirements

20. Applicants must agree to occupy the property as the principal place of residence for at least ten (10) months of each calendar year. The property and improvements must be maintained in good condition and repair throughout the period of ownership. The property and any part of it may not be subleased.
21. Applicants must agree to comply with the Restrictive Covenants recorded on the BMR home which, among other things, will restrict the sale of the home to other eligible age-qualified purchasers at a maximum resale price determined by the City in accordance with these guidelines. The Applicant shall execute a Promissory Note and Performance Deed of Trust to capture any Excess Proceeds received in the case of an ineligible transfer of the property. The Restrictive Covenants shall remain in perpetuity and the Note, and Performance Deed of Trust shall remain so long as Applicant owns the BMR home.
22. Applicants must agree to the City's subordination and refinancing conditions which generally prohibit the take out of equity or appreciation. Refinancing is limited to reduction of an interest rate or more favorable or lower payment terms. Only the existing balance of the loan may be refinanced and up to 2% for non-recurring closing costs.
23. The resale price will be based on adjustments (increases and decreases) in the Area Median Income (AMI) annually by U.S. Department of Housing and Urban Development (HUD). The formula for determining the maximum resale price shall also include an allowance for reasonable closing costs and marketing expenses as determined periodically by the City.

Sample Maximum Sales Price Calculation:

Initial BMR Sales Price: \$545,000

Change in HUD AMI Since Initial Sale: Increase 5%

New Maximum Sales Price at Resale: \$572,250

Selection Process

24. The City's selection process shall be conducted based on the City of Pleasanton Preference System for City-assisted affordable housing projects. City of Pleasanton Resolution No. 21-1199 is attached. Additional information concerning the Preference System may be obtained from the City.
25. Available homes will be allocated to eligible purchasers with qualified financing based on application ranking numbers. Selection will be restricted to homes currently available for occupancy and applicants will not be given an opportunity to wait for specific properties which may be available at a later date, such as in a phased release of homes. Only those Applicants who are able to meet project eligibility guidelines and to obtain project financing within a time frame established by the City would be able purchase a BMR home.
26. In new construction units, builder-provided home upgrades, such as improved carpeting, cabinetry, fixtures, etc., are generally not provided.
27. Falsification of eligibility information provided in the application will result in disqualification of the applicant and or termination of escrow.

City of Pleasanton Partners

28. The City collaborates with Bay Area Affordable Homeownership Alliance (BAAHA) to process applications for the PHAP and will make additional requests for information to verify information stated in the application. Please note that the Applicant's signature on the Pre-application signifies the Applicant's authorization to share documentation and information among these parties pertaining to the application.
29. Homebuyer education for the PHAP and PDALP programs is coordinated by a HUD-approved homebuyer education provided, including ECHO Housing.

Definitions

"Backend Debt to Income" shall be defined as monthly debt to income ratio which includes monthly housing payments (principal, interest, taxes and insurance) and any other secured and unsecured debt payments (e.g. car loans and credit cards).

"City's Agent" shall be defined as Bay Area Affordable Homeownership Alliance (BAAHA) or another third-party administrator authorized by the City for the PHAP/City DPA Programs.

(Preference Category Definitions)

"Disabled Person" is defined as a head of household who has a medically documented permanent physical or mental impairment that prevents him/her from maintaining full-time regular employment. Any individual claiming Disabled Person status must submit verification from a licensed doctor of his/her disability and its effect on the ability to maintain full-time employment. A Disabled Person

shall be assigned a number of points as if the person was employed regardless of the Disabled Person's employment status, plus one bonus point. If an individual has a disability that substantially limits one or more major life activities and has a medical record of such impairment but the disability does not prevent the ability to maintain full-time regular employment the individual shall be assigned the appropriate number of points as detailed in the City's Preference System in place at the time. Examples of a disability include limitations on caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, or working.

"Pleasanton Employee" is defined as a person who at the time the Eligibility and Financing Application is submitted for review, is permanently and continuously employed on at least a half-time basis (i.e., 20 or more hours per week) at a business that is physically located within the then current incorporated area of the City of Pleasanton. Telecommuting or working from an address located in Pleasanton for an employer not located in the City of Pleasanton as defined above, shall not qualify as employment in the City of Pleasanton, unless the employer is providing the workspace in Pleasanton as part of its corporate/company offices. For persons who are retired at the time of application, the applicant's work history immediately prior to the date of retirement shall be considered in determining the length of employment in Pleasanton. The City will require applicants to submit pay stubs, W-2 forms, tax returns, or other satisfactory evidence as proof of employment at a Pleasanton business. Length of employment shall be calculated from the final date for submitting a City Eligibility Preapplication. "Employment" does not include volunteer work or any work without reportable income.

"Pleasanton Resident" is defined as a person or household who at the time the Eligibility and Financing Application is submitted resides permanently and continuously at a residential address which is physically located within the then current incorporated area of the City of Pleasanton and where that location is considered to be the household's permanent place of residence. The City will require applicants to submit a driver's license, voter registration, utility bill, or other evidence as proof of residency in Pleasanton.

For persons who moved away from the City of Pleasanton less than 6 months prior to the final date for submitting a City Eligibility Pre-application and who resided in the City of Pleasanton continuously for at least ten (10) years immediately prior to moving away, the residency history prior to the date of moving away shall be considered in determining the length of residency.

In addition to the above, "Pleasanton Resident" includes individuals who have maintained a permanent address in the City of Pleasanton while a full-time college student at a university located outside of the City or while an active member of the armed forces. Proof of residency and academic and armed forces standing will be required.

Proof of Pleasanton residency is required and must be provided through the submittal of rent receipts or utility billing in the name of the applicant. In unique situations, the City may consider other documentation sufficient to determine residency, on a case-by-case basis, such as a notarized statement from a landlord or relative attesting to residency, if the above information is unavailable.

EXHIBIT D
TO
DEVELOPMENT AGREEMENT

LIST OF CITY IMPACT FEES AND OTHER CITY FEES

[See Attached]

CITY OF PLEASANTON

MASTER FEE SCHEDULE

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CITY OF PLEASANTON

MASTER FEE SCHEDULE

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CITY OF PLEASANTON

MASTER FEE SCHEDULE

I. GENERAL AND ADMINISTRATIVE FEES

A. General

Eff 01.01.2023

Returned Check Fee		\$25
Xerographic Copies	1 to 5 copies, per page	\$0.25
	5 or more copies, per page	\$0.15
Reproduction from Microfilm, per page		\$1
Overhead Rate		33.9%
Damage to City Property		Cost + Overhead

B. City Clerk

Annual Subscriptions	City Council Agenda	\$24
	City Council Minutes	\$60
	City Council Packet Annual Subscription for regularly scheduled City Council Meetings (may be prorated quarterly)	\$600
Pleasanton Municipal Code, per book May obtain portions for per page basis		\$125
Research Fee		\$5
US Passport execution Fee		\$35
Notary Public Services (per signature)		\$15

C. Fines - Violation of Pleasanton Municipal Code

First Violation	\$100
Second Violation of same ordinance within 1 year	\$200
Third Violation of same ordinance within 1 year	\$500
Fourth and Subsequent Violations of same code provision within 36 months from the date of the first violation	\$750
Late Payment Charge	25% of fine
* Per PMC 1.12.020.A and 1.24.040, Violations of the Municipal Code may also be subject to alternative or additional means of enforcement	

D. Pleasanton Public Library Fine and Fee Schedule

Processing Fee for Lost or Damaged Materials- in addition to item cost	\$5	
Borrowing privileges suspended	\$20	
Collection Agency fee	\$10	
Photocopies (per page)	\$0.15	
Lost/ Damaged Laptop	\$1,550	
LINK + Items - Items sourced from Library Partners	Overdue item (per day) Max \$15 per item	\$1
	Lost / Damaged item (Per item)	\$115

CITY OF PLEASANTON

MASTER FEE SCHEDULE

E. Business License Tax ¹

License Tax Schedule (per Municipal Code 5.24.040)

Gross Receipts	\$0 - \$24,999	\$25
	\$25,00 - \$99,999	\$50
	\$100,000 - \$249,999	\$75
	\$250,000 and above	gross receipts
Reports	Full Business Listing	\$50
	Pleasanton Business Listing Only	\$30
	Monthly New Business Listing	\$10
	Special Request -- by Classification	\$10
Other	Changing Location or Type of Ownership *	\$15
	Duplicate License	\$10

¹ Per Gov Code 4467 (a) (2), on and after January 1, 2018, through December 31, 2023, an additional fee of four dollars (\$4) for SB 1186- Disability Access and Education Revolving Fund

* Second location requires separate and new license; as does adding new owners

F. Public Use of City Electric Charging Stations

Per hour, or increment thereof	\$1
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G. Retiree Medical Insurance Administrative Fees

Monthly Administrative Fee (when not using automatic payment)	\$5
Late Fee (when payment not received by due date on invoice)	\$25

CITY OF PLEASANTON

MASTER FEE SCHEDULE

II. PLANNING DIVISION

Eff 01.01.2024

A. General

Duplicating Charges	Zoning maps	\$7
	General Plan and map	\$20
	If mailed, additional charge applies	\$5
	Growth Management Report	\$10
	General Plan Map	\$3

B. Application Fees

Zoning Certificates		\$0	
Home Occupation/Cottage Foods (nonexempt) no hearing	Exempt Home Occupations	\$0	
	NonExempt - no hearing	\$139	
	NonExempt - with hearing	\$347	
Design Review	Minor (up to \$25,000 valuation)	\$347	
	Major (\$25,000 value +)	\$2,289	
	Housing Developments filed in accordance with PMC Section 18.101 (New per Res 21-1260)		
Administrative Design Review		\$347	
Over the Counter Overheight Fence Permit		\$35	
Sign Design Review		\$485	
Traffic Study Review (New- moved from Engineering Section)		\$902	
Outdoor Display/ Outdoor Dining		\$194	
Beekeeping Permit		\$208	
Reasonable Accomodation		\$35	
Variance	General	\$3,135	
	Developed Residential Lot	\$694	
Use Permits	Conditional Use Permit	\$1,040	
	Pets (other than cats and dogs)	\$277	
	Temporary Conditional Use Permits	\$194	
	Administrative Temporary Use Permits	\$35	
Appeals		Refunded upon successful appeal. \$347	
Planned Unit Development (PUD)	Residential	1 unit	\$4,161
		2-5 units	\$10,403
		6-15 units	\$20,807
		16+ units	\$27,742
	Commercial	0-20,000 sq ft	\$4,161
		20,001-60,000 sq ft	\$10,403
		60,001 - 100,000 sq ft	\$20,807
		100,000+ sq ft	\$27,742
	Minor Modification - existing residential development		\$139
	Minor Modification		\$694
Major Modification		\$2,774	

CITY OF PLEASANTON

MASTER FEE SCHEDULE

II. PLANNING DIVISION

Eff 01.01.2024

Subdivision Map	Tentative Tract Map	\$6,436
	Tentative Minor Subdivision (parcel maps)	\$694
	Urband Lot Splits Filled in accordance with PMC Section 18.101 (New per Res 21-1260)	\$694
Lot Line Adjustment or Merger		\$596
Condo Conversion		\$3,828
Planning Commission Determination as to Uses not listed (Chapter 18.128)		\$2,081
Rezoning (without a PUD development plan)		\$17,048
Rezoning (as part of a PUD development application)		\$2,774
General Plan Amendment (without a PUD development plan)		\$20,626
General Plan Amendment (as part of a PUD development application)		\$20,626
Specific Plan/ Specific Plan Amendment		25% of Consultant Costs (\$2,649 min)
Growth Management Program Application fee for negotiated agreements		\$1,109
Williamson Act Application Including establishment, modification or disestablishment of agricultural preserves, and entering or canceling contracts		\$2,440
Preliminary Review	No Public Hearing	\$0
	With Public Hearing	\$2,011
	SB 330 Preliminary Review	\$1,527
Housing Site Compliance Review (Res 23-1367) (*Exclusive of ADUs/JADUs that are part of the project)	50 units or less* Zoning Administrator Review	\$9,519
	51 units or more* Planning Commission Review	\$10,475
Peer Review	Staff review of consultant work	25% of Consultant Costs
Small Wireless Facility Application PMC 18.110*, Eff. 04.17.2024		
	In the Public Right-of-Way	\$4,348
	On private property	\$4,088
<i>*These application fees shall be adjusted annually on January 1st based on the change in the Consumer Price Index (CPI) for the San Francisco/Oakland area.</i>		
Pole License Agreement (Annual Automatic increase of 3%) Annual Pole License Fee per Site		\$295

C. Environmental Filing Fees

Subject to an annual inflation adjustment on January 1 as determined by California Department of Fish and Wildlife.

California Environmental Quality Act (CEQA)	Environmental Impact Report (EIR) - staff review of consultant work	25% of Consultant Costs
	Negative Declaration	\$2,916.75
SB 1535 Fish & Game Fees	Negative Declaration (ND)	\$2,916.75
	Mitigated Negative Declaration (MND)	\$2,916.75
	Environmental Impact Report (EIR)	\$4,051.25
	Regulatory Program (CRP)	\$1,377.25
	County Clerk Processing Fee <i>(Add'l County fees may apply)</i>	\$50

D. Code Enforcement

Sign Removal Fees	Real Estate Open House Sign	\$14
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II. Planning: 6 of 54

E. Geologic/Architectural Review

**CITY OF PLEASANTON
MASTER FEE SCHEDULE**

II. PLANNING DIVISION

Eff 01.01.2024

Fee paid by developer to reimburse City for third party peer review	Actual Cost
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CITY OF PLEASANTON

MASTER FEE SCHEDULE

III. ENGINEERING DIVISION

Eff 01.01.2024

A. General

Map Copies	Map Reproduction (per sheet)	5
	Plotted GIS Map (per sheet)	30
	Specialized Map/Data Request	Time & Materials
Standard Specifications & Details (printed version)		20

B. Encroachment

Permit Fees	Dry Utilities PMC 13.04.040	\$208
	Other	\$42
Inspection Fees		
Dry Utilities		Time & Materials- \$167 minimum
Other- Valuation under \$5,000		10% of valuation- \$167 minimum
Other- Valuation \$5,000 to \$20,000		\$499
		Plus 3.83% of valuation over \$5,000
Other- Valuation over \$20,000		\$1,265
		Plus 5.55% of valuation over \$20,000
Reinspection		Time & Materials - \$167 minimum
Specialized Inspections		Consultant Cost + 25%
Transportation Permit*	One-time	\$16
	Oversize Load - Fee set per State	\$90
Annual		\$83
Haul Route Permit		\$83

* Updated annually per Caltrans (<https://dot.ca.gov/programs/traffic-operations/transportation-permits>)

C. Private Development Review

Parcel Map	Base fee	\$3,468	
	Urban Lot Splits filed in accordance with PMC 18.101	plus fee per lot/parcel \$42	
Final Map	Base fee	\$6,242	
		plus fee per lot/parcel \$42	
GIS Digital Compliance		Time & Materials or Consultant cost + 25%	
Annexation Fees (does not include separate fees paid to LAFCo - Local Agency Formation Commission of Alameda County)	Annexation Processing Fee	\$12,193	
	Pre-Annexation Agreement Processing	\$6,200	
	GHAD Formation/Annexation Fee	\$4,369	
Development Improvement Plan Check			
Percentage of total cost of City-reviewed improvements		4.16%	
Improvement Plan Review/Revision & Plan Check - after 4th revision		\$1,096	
Traffic Signal (commercial off-site)- Plan Check		\$2,774	
Right of Way Dedication, Vacation or Certificate of Compliance		\$1,914	
Technology Fee (GIS Mapping)- per lot/parcel		\$69	
Subdivision Joint Trench Plan Check		\$694	
Amended Maps	Base fee	\$194	
		plus fee per course correction \$42	
Lot Line Adjustment or Merger	Base fee	\$1,845	
		plus fee per lot/parcel \$55	
Erosion Control (SWPPP)	Hillside	Base Fee	\$6,936
			plus fee per acre (disturbed area) \$250
	Flatland	Base Fee	\$4,439
			plus fee per acre (disturbed area) \$187
Professional Consultant Expense III. Engineering: 8 of 54		Consultant cost +25%	
Grading Plan Review	Up to 100,000 cubic yards	see IV Building Section E	

CITY OF PLEASANTON MASTER FEE SCHEDULE

III. ENGINEERING DIVISION

Eff 01.01.2024

D. Construction Services Inspection

Due 15 days prior to City Council approval of a final map or City Engineer approval of the plans, whichever occurs first

Grading Fee	see IV Building Section E
Construction Inspection- City-Inspected improvements	
Valuation under \$5,000	10% of valuation- \$167 minimum
Valuation \$5,000 to \$20,000	\$499 Plus 3.83 % of valuation over \$5,000
Valuation over \$20,000	\$1,265 Plus 5.55 % of valuation over \$20,000
Specialized Inspections	Consultant cost +25%
Overtime Inspection <i>(2 hour minimum charge)</i>	Cost+ Overhead

E. Assessment Districts

City Engineering Department Administration <i>During formation, design, and construction</i>	Cost + Overhead
Inspection <i>Minimum charge is 4% of costs to construct public improvements</i>	See Construction Inspec. Fee
Segregation of Assessments <i>Fee per district</i>	\$694
All City of Pleasanton Engineering Division Fees shall be revised annually on January 1 by the percentage increase or decrease in the Engineering News Record Construction Cost Index (CCI) for the San Francisco Bay Area.	

CITY OF PLEASANTON

MASTER FEE SCHEDULE

IV. BUILDING AND SAFETY DIVISION

A. Building Permit Fees PMC 20.04.015

Eff 01.01.2024

VALUATION SCHEDULE	
<p><u>NEW CONSTRUCTION & ADDITIONS</u></p> <ul style="list-style-type: none"> - Commercial & Industrial Buildings - Dwellings - Garages & Accessory Structures 	<p>Permit Valuation shall be determined by the New Construction Valuation Table of the Building Division in effect at the date of application, or as otherwise determined by the Building and Safety Official. The Table shall be revised annually on January 1 by the percentage increase or decrease in the Engineering News Record Construction Cost Index (CCI) for the San Francisco Bay Area.</p>
<p><u>ALTERATIONS & REPAIRS</u></p> <ul style="list-style-type: none"> - Remodels, Repairs, Reroofs, Tenant Improvements, etc. 	<p>Contract price of the work being performed, or as otherwise determined by Building and Safety Official.</p>

BASIC FEE SCHEDULE		
Total Project Valuation	Base Fee	Plus
\$1 - \$1,000	\$120	
\$1,001 - \$2,000	\$145	
\$2,001 - \$25,000	\$180	\$16.30 for each additional \$1,000 (or fraction thereof) up to and including \$25,000.
\$25,001 - \$50,000	\$555	\$13.80 for each additional \$1,000 (or fraction thereof) up to and including \$50,000.
\$50,001 - \$100,000	\$900	\$9.70 for each additional \$1,000 (or fraction thereof) up to and including \$100,000.
\$100,001 - \$500,000	\$1,385	\$7.99 for each additional \$1,000 (or fraction thereof) up to and including \$500,000.
\$500,001 - \$1,000,000	\$4,580	\$6.38 for each additional \$1,000 (or fraction thereof) up to and including \$1,000,000.
\$1,000,001 and above	\$7,770	\$5.55 for each additional \$1,000 (or fraction thereof)

PERMIT SURCHARGES	
<p><u>ELECTRICAL/MECHANICAL/PLUMBING (EMP) PERMIT SURCHARGE</u> Unless specified elsewhere, applicable to all projects with multi-trade construction being performed in conjunction with a building permit.</p>	25% of Building Permit Fee
<p><u>TITLE-24 ENERGY SURCHARGE</u> Unless specified elsewhere, applicable to permitted projects subject to compliance with Title 24, Part 6, The California Energy Code.</p>	25% of Building Permit Fee
<p><u>ACCESSIBILITY SURCHARGE</u> Applicable to plan review of all projects requiring compliance with State of California Accessibility, FHAA and/or ADA Requirements.</p>	15% of Building Permit Fee
<p><u>GREEN BUILDING SURCHARGE</u> For all permits requiring compliance with California Green Building Standards (Includes Waste Management Fee).</p>	15% of Building Permit Fee
<p><u>SWPPP (STORM WATER) SURCHARGE</u> For all covered projects requiring on-site stormwater treatment or pre-treatment.</p>	15% of Building Permit Fee

PLAN REVIEW	
<u>BUILDING PLAN REVIEW FEE</u>	75% of Permit Fees. One-hour

CITY OF PLEASANTON MASTER FEE SCHEDULE

When plans and documents are required, a plan review fee shall be paid at the time of submittal for plan review.	minimum*
<u>BUILDING LIFE SAFETY PLAN REVIEW FEE</u> When plans and documents are required, and the review includes life safety and egress, a plan review fee shall be paid at the time of submittal.	100% of Permit Fees, One-hour minimum*
<u>COPY MODEL PLAN REVIEW FEE</u> For each building permit in a development after the model plan review has been approved.	25% of Model Plan Review Fee
<u>ON-SITE PERMIT PLAN REVIEW FEE</u> Plan Review of utility, accessibility or other permitted improvements outside of a Structure on private property.	1% of On-Site Valuation
<u>DEFERRED SUBMITTAL PLAN REVIEW FEE</u> Required at the time of deferred submission of plans and documentation whenever any project component, such as sub-trade plans, floor or roof truss packages, etc., are submitted after building permit issuance.	5% of Plan Review Fee, One-hour minimum*
<u>ADDITIONAL PLAN REVIEW FEE</u> Applied when more than two resubmittals require review to the initial plan review, or for revisions to previously approved plans.	Time and Material, One-hour minimum*
<u>EXPEDITED PLAN REVIEW FEE</u> When requested by an applicant and staff is available, the following surcharge will be added for an expedited plan review.	Additional 50% of Plan Review Fees
<u>HOURLY PLAN REVIEW RATES</u> *All Hourly Plan Review Fees are based on fully burdened plan checker cost or current consultant hourly rate, whichever is applicable.	\$180

OTHER PERMIT TYPES AND FEES	
<u>ON-SITE PERMIT FEE</u> Permit fee for utility, accessibility or other permitted improvements outside of a Structure on private property.	2% of On-Site Valuation
<u>KITCHEN REMODEL PERMIT FEE</u> Permit fee for a kitchen remodel within a dwelling, including Sub-Trade fees.	\$535
<u>BATHROOM REMODEL PERMIT FEE</u> Each bathroom remodel within a dwelling, including Sub-Trade fees.	\$375
<u>RESIDENTIAL REROOF PERMIT FEE</u> Each one- or two-family dwelling reroof, including garage.	\$290
<u>RESIDENTIAL SWIMMING POOL PERMIT FEE</u> Each swimming pool at a one or two-family dwelling, including Sub-Trade fees.	\$860
<u>FOUNDATION ONLY PERMIT FEE</u> Permit for a new foundation system separated from and prior to issuance of a building permit for a new Structure.	10% of the Project Permit Fee

CITY OF PLEASANTON

MASTER FEE SCHEDULE

Eff 01.01.2024

B. Electrical Permit Fees

ELECTRICAL PLAN REVIEW		
ELECTRICAL PLAN REVIEW FEE: When an electrical plan not associated with a building permit is submitted for review.		75% of Electrical Permit Fee 1hr minimum*
ADDITIONAL ELECTRICAL PLAN REVIEW FEE: Applied to all plan check correction lists in excess of two revised or resubmitted plan submittals, or for revisions to previously approved plans.		Time and Material Basis, 1-hr minimum*
ELECTRICAL PERMIT FEES		
Residential Electrical Permit Fee Any permit for Electrical work not itemized, in conjunction with an associated Building Permit in a one-or two-family dwelling, or within a multi-family unit.		\$120
Non-Residential Electrical Permit Fee Any permit for Electrical work not specifically itemized, in conjunction with an associated Building Permit in a multi-family or non-residential building.		\$120
Receptacles, lighting switches, luminaires, other electrical outlets or appliances requiring a permit not within a residential unit, up to 20A, each 1,000 ft ² of floor area.		\$120
Electrical Service Panel or Subpanel, up to 1,000A, each		\$175
Electrical Service Panel or Subpanel, over 1,000A, each		\$235
Illuminated Signs, Outline Lighting and Marquees, each circuit		\$120
Busways, each 500 lineal feet or fraction thereof		\$120
Photovoltaic Systems (includes Plan Review Fee)		
<i>Fees set by State per Gov. 66015</i>		
Residential	Up to 10kW	\$250
	Over 10kW	\$450 plus \$15/kW above 15kW
Commercial	Up to 50 kW	\$1,000
	Each additional kilowatt from 51kW- 250kW	\$7
	Each additional kilowatt over 250kW	\$5
Power Apparatus, Generators, Transformers, etc. (Rating in HP, kW, or kVA,)	Up to and including 49, each	\$118
	Up to and including 99, each	\$175
	Over 100, each	\$235

C. Mechanical Permit Fees

MECHANICAL PLAN REVIEW		
MECHANICAL PLAN REVIEW FEE: When a mechanical plan is submitted for review,		75% of Mechanical Permit Fee 1 - hr minimum*
ADDITIONAL MECHANICAL PLAN REVIEW FEE: Applied to all plan check correction lists in excess of two revised or resubmitted plan submittals, or for revisions to previously approved plans.		Time & Material 1-hr minimum*

CITY OF PLEASANTON MASTER FEE SCHEDULE

MECHANICAL PERMIT FEES	
Residential Mechanical Permits Any permit for Mechanical work in a one-or two-family dwelling or within a multi-family unit, and not in conjunction with an associated Building Permit.	\$120
Non-Residential Mechanical Permits Any permit for Mechanical work in a multi-family or non-residential building not specifically itemized, nor in conjunction with an associated Building Permit.	\$120
Furnace, ductwork, ventilation systems, appliances or other mechanical work requiring a permit not within a residential unit, each 1000 square feet of floor area.	\$120
Commercial Kitchen Hood, each	\$355
Boilers, each	\$235
Evaporative Cooler or Heat Pump, each	\$120
Air Handling System, each	\$235

D. Plumbing Permit Fees

PLAN REVIEW	
PLUMBING PLAN REVIEW FEE: When a plumbing plan is submitted for review, Plumbing Plan Review fee.	75% of Plumbing Permit Fee. 1-hr min*
ADDITIONAL PLUMBING PLAN REVIEW FEE: Applied to all plan check correction lists in excess of two revised or resubmitted plan submittals, or for revisions to previously approved plans.	Time & Material 1-hr min*
PLUMBING PERMIT FEES	
Residential Plumbing Permits Any permit for Plumbing work in a one-or two-family dwelling, or within a multi-family unit, not in conjunction with an associated Building Permit.	\$120
Non-Residential Plumbing Permits Any permit for Plumbing work in a multi-family or non-residential building not specifically itemized, or in conjunction with an associated Building Permit.	\$120
Sewer piping & vents, water piping, gas piping, fixtures and appliances or other plumbing requiring a permit not within a residential unit, each 1000 square feet of floor area.	\$120
Fats, Oil or Grease (FOG) interceptor or other pre-treatment clarifier, each	\$470
Stormwater piping or treatment systems	\$470

E. Grading Fees

Grading Plan Review Fee	75% of Grading Fee
Grading Fee	
Less than 50 cubic yards	Exempt
50 to 10,000 cubic yards	
First 1,000 cubic yards	\$270
Each additional 1,000 cubic yards or fraction thereof	\$20
10,001 to 100,000 cubic yards	
First 10,000 cubic yards	\$450
Each additional 1,000 cubic yards or fraction thereof	\$14
100,001 cubic yards or more	See III Engineering Section D

F. Other Fees

ADMINISTRATIVE CHARGE FOR MISCELLANEOUS REQUESTS:	
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CITY OF PLEASANTON MASTER FEE SCHEDULE

Administrative costs associated with items not otherwise specified, reports and requests not covered by permit or plan review fees.		Time & Material Basis, \$20 Minimum
MISCELLANEOUS BUILDING INSPECTIONS**	Inspections outside normal business hours	2-hr minimum
	Reinspection	2-hr minimum
	Inspections for which no fee is specifically indicated.	2-hr minimum
	Housing Inspections, requested by home owner	1-hr minimum
	Temp Occupancy Inspection (up to 30 days max)	4-hr minimum
** All Hourly Inspection Rates are based on fully burdened Building Inspector rate or consultant cost, whichever is greater.		\$165
WASTE MANAGEMENT PLAN FEE PMC §9.21.010		
Nonrefundable fee to administer and implement the WMP review and verification on covered projects not otherwise subject to California Green Building Standards.		\$150
ALTERNATE MEANS & METHODS REQUEST FEE		Time & Material, 1-hr minimum*
Plan review requests for alternate means and methods.		
INVESTIGATION FEE		
Applicable to any work commenced on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits and approvals, in addition to the required permit fees.		100% of Building Permit Fee
TECHNOLOGY FEE		
For permitting software licensing, IVR licensing, archiving and additional technology costs associated with providing permitting and inspection services.		5% of total permit fees
GIS MAPPING FEE		
<i>New developed sites, per square foot</i>		\$0.002
All City of Pleasanton Building Division Fees shall be revised annually on January 1 by the percentage increase or decrease in the Engineering News Record Construction Cost Index (CCI) for the San Francisco Bay Area, and reviewed every two years.		

STATE OF CALIFORNIA FEES		
Strong Motion Instrumentation Program (SMIP)	Residential, per \$1,000 construction valuation	\$0.13 (\$0.50 min)
	Non Residential, per \$1,000 construction valuation	\$0.28 (\$0.50 min)
Building Standards Special Revolving Fund	Per \$25,000 in valuation with appropriate fractions thereof. \$1 minimum	\$1

CITY OF PLEASANTON

MASTER FEE SCHEDULE

V. POLICE DEPARTMENT

A. General

Eff 03.22.2023

False Alarm Fine* , Eff. 04.17.2024	First false alarm in prior 365-day period	\$0
	Second or third false alarm in prior 365-day period	\$196
	Fourth or more false alarm in prior 365-day period	\$392
*Such fine amounts shall be adjusted annually on January 1st based on the change in the Consumer Price Index (CPI) for the San Francisco/Oakland region, rounded to the nearest dollar.		
Citation Sign-off		Resident \$0 Non-resident \$10
Clearance Letter		\$15
Criminal History Letter		\$60
Fingerprinting- Livescan <i>Federal or State agencies fingerprint processing fees are additional</i>		Resident \$25 Non-resident \$40
Local Arrest Record		\$25
Reports	Reports (insurance claims, accidents and thefts) 1-10 pages; total fee after 10 pages; per page	\$5 \$0.10
Photographs	Thumbdrive	\$25
Subpoena Duces Tecum Processing <i>(defined by State Legislation)</i>	Per subpoena	\$15
	Reports 1-10 pages; total fee after 10 pages; per page	\$5 \$0.10
	Photos on thumbdrive	\$25
	Body Worn Camera on thumbdrive	\$25
	911 audio log on thumbdrive	\$25

B. Special Permits

		Each Employee	Permit Fee
Massage Establishments PMC 6.24		No Charge	\$100
Roving/walking vending in public right-of-way along parade routes	Nonprofit/charitable/community service organization	No Charge	No Charge
	Other vendors	\$10	\$25
Solicitors & Certain Businesses		\$10	\$25
ABC Letter			\$25
Taxicab	Owner's Permit Application		\$600
	Driver's Permit Application		\$150
	Taxicab Reinspection Fee		\$25
Taxicab Rates	Flag Drop		\$3.50
	Mileage		\$3.50
	Standby		\$30
Bingo Permit Fee			\$100
Firearm Sales Permit Ord 6.64	Application		\$350
	Renewal		\$200
	Fingerprint Processing Fee (for each set to be processed)		set by DOJ & FBI; add equipment processing cost
Concealed Weapons Permit	State Mandated Fee		varies
	Local Processing Fee (maximum fee allowed by PC 12054)		\$3
			\$25
Pawnbroker Permit remit to DOJ	Initial Permit		\$300
	Renewal (required by state every 2 years)		\$300
Firearm Storage, per firearm held		V. Police: 15 of 54	\$65
Special Event Application	For-profit vendors/organizations		\$250

**CITY OF PLEASANTON
MASTER FEE SCHEDULE**

Special Event Application Fee	Nonprofit vendors/organizations	\$75
	City-sponsored events	No Charge
Sidewalk Vendor Fee		\$50

CITY OF PLEASANTON MASTER FEE SCHEDULE

C. Animal Control

		Neutered males/ Spayed females-	Non-neutered males/ Non- spayed females
Dog License Fees	One year	\$3.50	\$7
	Two years	\$6.50	\$13
	Three Years	\$9	\$18
	Failure to procure	\$7.00 added to license fee	\$7.00 added to license fee
	Duplicate tags	\$1	\$1
EAST COUNTY ANIMAL SHELTER- ALAMEDA COUNTY ANIMAL SERVICES			
Adoption	Dog or Cat		\$35
Feeding & Boarding	Animals capable of being housed at Shelter		\$20
(per day)	Large Animals, Off-site (Horse, Mare, Mule, Jack Calf or colt under 6 months)		Actual Contract Cost + Current Indirect Rate
Observation	Quarantine, per day or partial		\$25
Redemption Fee <i>(Plus Board)</i>		Unlicensed Dog	License Dog/Cat
	First Impoundment in 1 year	\$50	\$45
	Second Impoundment in 1 year		\$100
	Third and successive Impoundments in 1 year		\$150
	* Other animals - 2nd=2x, 3rd=3x		
Special Services			
Owner Surrender		Live, inc. litter	Dead
	Licensed Dog	\$35	\$15
	Unlicensed Dog	\$40	\$20
	Licensed Large Dog (>80 lbs)	\$50	\$20
	Unlicensed Large Dog (>80 lbs)	\$55	\$25
	Cat	\$35	\$15
Euthenasia	Licensed Dog		\$50
	Unlicensed and large dog		\$60
	Cat		\$40
Veterinary Pickup of Deceased	1-5 Animals		\$40
	Each Additional Animal		\$15

CITY OF PLEASANTON

MASTER FEE SCHEDULE

D. Tow Rates and Fees

Rate Guidelines			
<i>The following rates apply to companies providing tow services to the Pleasanton Police Department under the rotation system</i>			
Service Calls/Drop Charges			n/a
Towing	One-ton Tow Truck - per tow (10,000 lb. max.)		\$275
	One-ton Flat Bed - specified request (10,000 lb. max.)		\$360
	Medium Rig (Class C- 20,000 lb. max.)		\$485
	Big Rig (Class D- 50,000 lb. max.)		\$600
<i>Time expended in excess of one hour shall be calculated in no more than one-minute increments</i>			
Storage	Automobile/Motorcycle	per day, outside	\$110
		per day, inside	\$120
	Big Rigs, Tractors/ Trailers, and Motor Homes	per day, outside	\$115
		per day, inside	\$125
Gate fee	8:00 am to 5:00pm Monday thru Friday exc. Holidays		\$130
	Impound and stored vehicle release		\$250

E. Alcoholic Beverage Consumption by Minors on Private Property

<i>Pleasanton Municipal Code 10.08.050</i>	
Cost of providing police services for second or follow-up response	\$250.00
Cost of any medical treatment to injured officers	Cost + Overhead
Cost of repairing damaged City equipment or property	Cost + Overhead

F. Detention of Minors

<i>Pleasanton Municipal Code 10.08.060</i>	
Detaining and supervising juveniles when such detention/supervision exceeds one hour	Cost + Overhead

G. Abandoned Shopping Carts

<i>Pleasanton Municipal Code 6.30.070, the following fines and charges apply:</i>	
Impound release fee (per cart)	\$51.00
Failure to retrieve abandoned carts within 3 business days <i>(Fine per cart for each occasion in excess of 3 times within a 6-month period)</i>	\$50.00

**CITY OF PLEASANTON
MASTER FEE SCHEDULE**

H. Parking Penalties

1	Loading Zone	PMC 11.36.020	\$35
2	Yellow - Green - White Curb	PMC 11.36.020	\$50
3	Red Curb	PMC 11.36.020	\$100
4	No Stopping Zone	PMC 11.36.090	\$50
5	No Parking Zone	PMC 11.36.100	\$50
6	Temporary No Parking Zone	PMC 11.36.170	\$50
7	Parking Vehicle Over 20 Ft.	PMC 11.36.180	\$60
8	Time Limit for parking on City Property	PMC 11.36.190	\$56
9	Twenty Minute Zone	PMC 11.36.210	\$50
10	Two Hour Zone	PMC 11.36.210	\$50
11	Three Hour Zone	PMC 11.36.210	\$53
12	Four Hour Zone	PMC 11.36.210	\$56
13	Reserved Parking for Charging Electric Vehicle	PMC 11.36.230	\$56
14	Parking Permit Required	PMC 11.38.090	\$60
15	Parking Over 72 Hours	PMC 11.40.020	\$100
16	Parked Off Truck Route	PMC 11.48.020	\$60
17	Driving on Public Grounds	CVC 21113	\$50
18	Park Parallel	CVC 22502	\$36
19	Parking in space designated for Disabled	CVC 22507.8	\$285
20	Parking in space designated for Disabled without displaying either special license plate or distinguishing placard	CVC 40226	\$25
21	Fire Hydrant	CVC 22514	\$100
22	Parked in intersection, in crosswalk, between safety zone and red curb, within 15' of fire station, in front of driveway, on sidewalk, along street excavation, on roadway side of vehicle, in tunnel, on bridge	CVC 22500 (a)-(h),(j),(k)	\$50
23	Bus Zone	CVC 22500(i)	\$260
24	Sidewalk wheelchair access/ramps	CVC 22500(l)	\$260
25	Fire Lane	CVC 22500.1	\$100
26	Abandoned Vehicle on Public Property	CVC 22523a	\$100
27	Abandoned Vehicle on Private Property	CVC 22523b	\$100
28	Expired Registration	CVC 4000(a)	\$50
29	Expired Registration w/correction	CVC 4000(a)	\$25
30	No License Plate	CVC 5200	\$50
31	No License Plate w/correction	CVC 5200	\$25
32	Tags	CVC 5204	\$50
33	Tags w/correction	CVC 5204	\$25
34	Late Payment Penalty		100% of fine

CITY OF PLEASANTON

MASTER FEE SCHEDULE

VI. LIVERMORE PLEASANTON FIRE DEPARTMENT

Eff 01.01.2024

A. Program Base Fees

Base Permit - Level 1	\$1,484
Base Permit - Level 2	\$762
Base Permit - Level 2 <i>Qualified Triennial-Inspection Facilities</i>	\$254
Base Permit - Level 3	\$512
Base Permit - Level 4	\$485
Public Schools & Jails	\$0

B. Annual Fire Code & Unified Program Activity Fees

1	Fire Pump	\$83
2	a Hotel, Motel, Apartment - Level 3	\$97
	b Hotel, Motel, Apartment - Level 5	\$512
3	School - Private	\$929
4	Highrise	\$1,234
5	Care Facility - Non Family Daycare	\$277
6	a Aerosol Products: < 55 gal	\$97
	b Aerosol Products: 55 -225 gal	\$124
	c Aerosol Products: 225-1,000 gal	\$152
	d Aerosol Products: 1k-10k gal	\$207
	e Aerosol Products: 10k-20k gal	\$263
	f Aerosol Products: 20k+ gal	\$304
7	Amusement Building	\$1,026
8	Aviation Facilities	\$318
9	Battery System	\$110
10	Candles and Open Flame in Assembly	\$41
11	a Cellulose Nitrate Film	\$166
	b Cellulose Nitrate Storage	\$166
12	Combustible Fibers	\$415
13	Combustible Dust-Producing Ops	\$415
14	Combustible Material Storage- Misc	\$180
15	a Compressed Gas: High Haz < 200 cu ft	\$443
	b Compressed Gas: High Haz 200-500 cu ft	\$526
	c Compressed Gas: High Haz 501 - 1k cu ft	\$665
	d Compressed Gas: High Haz 1k - 2k cu ft	\$874
	e Compressed Gas: High Haz 2k - 3k cu ft	\$1,096
	f Compressed Gas: High Haz 3+ cu ft	\$1,317
16	a Compressed Gas: Low Haz < 501 cu ft	\$110
	b Compressed Gas: Low Haz 501-2250 cu ft	\$138
	c Compressed Gas: Low Haz 2,250-10k cu ft	\$180
	d Compressed Gas: Low Haz 10k-100k cu ft	\$235
	e Compressed Gas: Low Haz 100k-200k cu ft	\$291
	f Compressed Gas: Low Haz 200k + cu ft	\$346
17	a Cryogenics: High Haz <200 cu ft	\$651
	b Cryogenics: High Haz 201 - 500 cu ft	\$777
	c Cryogenics: High Haz 501-1k cu ft	\$971
	d Cryogenics: High Haz 1k-2k cu ft	\$1,303
	e Cryogenics: High Haz 2k-3k cu ft	\$1,622
	f Cryogenics: High Haz 3k+ cu ft	\$1,955

CITY OF PLEASANTON

MASTER FEE SCHEDULE

VI. LIVERMORE PLEASANTON FIRE DEPARTMENT

Eff 01.01.2024

18	a	Cryogenics: Low Haz < 55 gal	\$110
	b	Cryogenics: Low Haz 55-225 gal	\$138
	c	Cryogenics: Low Haz 225-1k gal	\$166
	d	Cryogenics: Low Haz 1k-10k gal	\$221
	e	Cryogenics: Low Haz 10k-20k gal	\$277
	f	Cryogenics: Low Haz 20k + gal	\$332
19	a	Dry Cleaning Plant	\$194
	b	Dry Cleaning Plant <i>Qualified Triennial-Inspection Facilities</i>	\$64.67
20	a	Explosives: 550 lbs	\$596
	b	Explosives: 551-2,250 lbs	\$706
	c	Explosives: 2,251-10k lbs	\$888
	d	Explosives: 10k-100k lbs	\$1,179
	e	Explosives: 100k-200k lbs	\$1,484
	f	Explosives: 200k + lbs	\$1,775
21	a	Flam/Comb Liq: Above Ground < 55 gal	\$110
	b	Flam/Comb Liq: Above Ground 55-225 gal	\$166
	c	Flam/Comb Liq: Above Ground 55-225 gal <i>Qualified Triennial Inspection Fac.</i>	\$55.33
	d	Flam/Comb Liq: Above Ground 225-1,000 gal	\$221
	e	Flam/Comb Liq: Above Ground 225-1,000 gal <i>Qualified Triennial Inspection Facilities</i>	\$73.67
	f	Flam/Comb Liq: Above Ground 1k-10k gal	\$277
	g	Flam/Comb Liq: Above Ground 10k-20k gal	\$332
	h	Flam/Comb Liq: Above Ground 20k + gal	\$457
22		Fruit Ripening	\$138
23	a	HazMat Abovegrnd: < 55 gal	\$110
	b	HazMat Abovegrnd: 55-225 gal	\$138
		HazMat Abovegrnd: 55-225 gal <i>Qualified Triennial Inspection Facilities</i>	\$46.00
	c	HazMat Abovegrnd: 225-1k gal	\$221
		HazMat Abovegrnd: 225-1k gal <i>Qualified Triennial Inspection Facilities</i>	\$73.67
	d	HazMat Abovegrnd: 1k-10k gal	\$277
		HazMat Abovegrnd: 1k-10k gal <i>Qualified Triennial Inspection Facilities</i>	\$92.33
	e	HazMat Abovegrnd: 10k-20k gal	\$332
	f	HazMat Abovegrnd: 20k + gal	\$388
24	a	Haz Waste Generator: CESQG	\$152
	b	Haz Waste Generator: CESQG <i>Qualified Triennial Inspection Facilities</i>	\$50.67
	c	Haz Waste Generator: Lrg Quantity	\$415
	d	Haz Waste Generator: SQG	\$291
	e	Haz Waste Generator: SQG <i>Qualified Triennial Inspection Facilities</i>	\$97.00
	f	Haz Waste Treatment: CE only	\$637
	g	Haz Waste Treatment: CA, PBR	\$831
25		Universal Waste Collection Site	\$791
26		High-Piled Combust Storage	\$388

CITY OF PLEASANTON

MASTER FEE SCHEDULE

VI. LIVERMORE PLEASANTON FIRE DEPARTMENT

Eff 01.01.2024

27	a	Hot-Works Oper: <551 cu ft	\$221
	b	Hot-Works Oper: 551 - 2,250 cu ft	\$263
	c	Hot-Works Oper: 2,251-10k cu ft	\$332
	d	Hot-Works Oper: 10k- 100k cu ft	\$443
	e	Hot-Works Oper: 100k-200k cu ft	\$554
	f	Hot-Works Oper: 200k+ cu ft	\$665
28	a	Liq Petroleum Gas: <226 gal	\$152
	b	Liq Petroleum Gas: 226-500 gal	\$180
	c	Liq Petroleum Gas: 501-2k gal	\$221
	d	Liq Petroleum Gas: 2k-4k gal	\$304
	e	Liq Petroleum Gas: 4-6k gal	\$374
	f	Liq Petroleum Gas: 6+ k gal	\$457
29		Liq/Gas Vehicles in Assembly	\$263
30		Lumber Yard or Woodworking Plant	\$860
31		Magnesium	\$415
32		Mall, covered	\$1,955
33		Motor Vehicle Fuel Disp Station- no bulk	\$249
34		Ovens, Industrial	\$110
35	a	POA: A-2	\$41
	b	POA: A-1	\$69
	c	POA: A-3	\$83
	d	POA: A-4	\$110
	e	POA: A-5	\$152
36		Pyrotech Spcl Effects Material	\$803
37		Refrigeration Equipment	\$207
38		Repair Garages	\$471
39		Rooftop Heliport	\$152
40		Spraying or Dipping	\$110
41		Tires - Rebuilding Plant	\$138
42		Tire - Storage of Scrap	\$138
43	a	UST - 1 tanks	\$734
	b	UST - 2 tanks	\$1,096
	c	UST - 3 tanks	\$1,816
	d	UST - 4 tanks	\$2,192
	e	UST - 5 tanks	\$2,552
	f	UST - 6 tanks	\$2,912
44		Waste Handling	\$180
45		Wood Products	\$152

C. Plan Review and Inspection Fees

1	Fire Sprinkler System Fees - New Construction:		
	a	up to 20 Appliances	\$957
	b	21 - 100 Appliances	\$1,207
	c	101 - 200 Appliances	\$1,540
	d	201 - 350 Appliances	\$1,706
	e	351 - 1,000 Appliances, Base Fee	\$2,566
		for each additional 25 Appliances above 351	\$139

**CITY OF PLEASANTON
MASTER FEE SCHEDULE**

VI. LIVERMORE PLEASANTON FIRE DEPARTMENT

Eff 01.01.2024

f	1,000 + Appliances, Base Fee	\$3,565
	for each additional 100 Appliances above 1000	\$430
2	Fire Sprinkler System Fees - Alteration, Tenant Improvements	
a	up to 4 Appliances	\$610
b	5 - 20 Appliances	\$666
c	21 - 100 Appliances	\$1,026
d	101 - 200 Appliances	\$1,248
e	201 - 350 Appliances	\$1,873
f	351 - 1,000 Appliances, Base Fee	\$2,622
	for each additional 25 Appliances above 351	\$139
g	1,000 + Appliances, Base Fee	\$3,926
	for each additional 100 Appliances above 1000	\$430
3	Residential (R-3) Fire Sprinkler System Fees:	
	up to 3,600 sq ft	\$1,179
	for each additional 1,800 sq ft	\$874
4	Specialized Fire Sprinkler System:	
a	Antifreeze	\$680
b	Dry Pipe Valve	\$444
c	Deluge/ Preaction	\$874
d	Clean Agent Gas	\$957
e	Dry Chemical	\$957
f	Foam	\$1,706
5	Pre-engineered Fire Protection System (kitchen suppression, etc)	\$499
6	Underground Systems:	
a	Up to 3 devices	\$957
b	Each additional device	\$208
7	Fire Pump, each	\$1,706
8	Fire Pump: Haz Mat Review (fuel)	\$735
9	Water Storage Tank - Gravity	\$985
10	Water Storage Tank - Pressure	\$985
11	Other Pre-Engineered Suppr System (building, full room system)	\$1,207
12	Fire Standpipe System	\$1,304
13	Fire Alarm System:	
a	Up to 15 Initiation devices	\$957
b	16 - 50 Initiation devices	\$1,207
c	51 - 100 Initiation devices	\$1,540
d	101 - 1000 Initiation devices	\$1,706
e	For each group of 50 additional devices over 1,000	\$277
f	Fire Alarm Communication Change Only	\$414
14	New Bldg - no special uses	\$499
15	TI - no special uses	\$458
16	Spray Paint Booth:	
	Up to 2 Spray Paint Booths	\$1,082
	Each additional Spray Paint Booth	\$69
17	Propane Tank (LGP)	\$985

CITY OF PLEASANTON

MASTER FEE SCHEDULE

VI. LIVERMORE PLEASANTON FIRE DEPARTMENT

Eff 01.01.2024

18	Above Ground Tank Removal:	
a	60 - 500 gallon	\$985
b	501 - 2000 gallon	\$1,026
c	2000 + gallon	\$1,179
19	Compressed Gas System- non high-hazard	\$485
20 a	Medical Gas- Level 1(Ig)	\$2,053
b	Medical Gas- Level 3	\$624
21	Cryogenic Tank	\$485
22	Emergency Generator w/ Fuel Tank	\$485
23	Propane Exchange Rack	\$277
24	Vehicle Access Gate, not part of a building	\$264
25	Refrigerant System, each	\$749
26	High-Piled storage of combustibles:	
a	Class I-IV 2,500 sq ft - 12,000 sq. ft.	\$485
b	Class I-IV 12,001 sq ft - 500,000 sq ft	\$805
c	High Hazard	\$1,124
27	Smoke Control System	\$1,803
28	SPAs, CUP, PUD	\$444
29	Each site inspection, after twice failed same inspection	\$638
30	Underground Storage Tank (UST) Installation:	
a	Up to 2 tanks	\$2,913
b	Each additional tank	\$277

D. Miscellaneous Fees

1	Candles and Open Flame in Assembly, per event	\$222
2	Carnivals and Fairs, per event	\$416
3	Exhibits and Trade Shows, per event	\$652
4	Pyrotechnical Special Effects show, per show	\$1,678
5	Temporary Membrane Structures, per event	\$264
6	Seasonal Lots (Xmas, Pumpkin, etc.), each lot	\$264
7	Open Burning, each application	\$180
8	Alternate Means or Method Application, each	\$222
9	Hydrant Flow Test, per area tested	\$430
10	Incident Reports, each	\$7
11	Licensed Care Facilities- Pre-Fire Clearance (other than Single-Family Home Residential Care), each	\$458
12	Dump Houses, each	\$1,498
13	Excessive False Alarms, each occurrence*	\$541
14	Outside Plan Checker, per hour	\$173
15	Underground Storage Tanks removal, per hour	\$207
16	UST - Tank top, monitoring system etc., per hour	\$207
17	Other Plan Checks and Inspections (Emergency repair/modification to fire protection systems), per hour	\$207
18	Off hours inspections, per hour (3-hour minimum charge), per request	\$207
19	Asbestos abatement, per hour	\$207
20	Compressed Gas System High Hazard, per hour	\$207
21	Compressed Gas System High Hazard - additional for projects with more than one system, per hour	\$207
22	High- Rise (charge on hourly), per hour	\$207

**CITY OF PLEASANTON
MASTER FEE SCHEDULE**

VI. LIVERMORE PLEASANTON FIRE DEPARTMENT

Eff 01.01.2024

23	Fire Alarm Monitoring Equipment change/replacement, per hour	\$207
24	Fire code assessment/approval change of occupancy/use/equipment/ access, per application	\$257
25	Service Required in Excess of Standard (due to size, occupancy uses or other than local regulations), per hour	\$207
26	Fire Monitoring System Only (Water flow, associated equipment, Central Station), per system	\$485

* Excessive False Alarm is defined as three or more false alarms within a 90-day period

CITY OF PLEASANTON

MASTER FEE SCHEDULE

VII. FINANCE DEPARTMENT

A. General

Copies of Reports	
General	\$5
Budgets**	
2-Year Operating Budget	\$75
2-Year Operating Budget Summary	\$50
5-Year Capital Improvement Program (CIP)	\$75
5-Year Capital Improvement Program (CIP) Summary	\$25

Loan copies are available upon payment of a refundable deposit (Residents: \$5; Nonresidents:

B. Assessment District Administration

Arbitrage Calculation Fees	
Initial Set-up (per district)	\$1,500
Annual Calculations	Cost + Overhead
Fifth Year Report plus Bond Fee	Cost + Overhead
Financial Administration of Redemption Funds	
<i>(One of the following methods will be used at the City's option)</i>	
1. Fees paid in full from bond proceeds per the following schedule:	
Project Cost less than \$5 million	1.5%
Project Cost over \$5 million and less than \$10 million	1.0% (\$75,000 min.)
Project Cost \$10 million or more	.5% (\$100,000 min.)
2. Actual administration costs as determined by the Director of Finance,	Actual Costs
Foreclosure Action	
Staff cost and litigation guarantee per parcel or owner	\$2,000
Amortization/Payoff Schedules	
Per page	\$0.25
Mailing or faxing per request	\$5

CITY OF PLEASANTON

MASTER FEE SCHEDULE

VIII. Recreation

Eff 06.21.2022

A separate fee schedule for recreation programs is adopted annually by the City Council. The City Council authorizes staff to adjust and provide current and new programs for a fee based on the established cost recover guidelines established below:

A. Programs/Classes/Services which provide mostly community benefit will recover 0-25% of all related costs.

Examples include, but are not limited to:

- Community / Special Events
- Volunteer Programs
- Facility & Field Rentals: PUSD /Cosponsor Groups
- Public Art

B. Programs/Classes/Services which provide considerable community benefit will recover 26-50% of all related costs.

Examples include, but are not limited to:

- Facility & Field Rentals: Pleasanton Based Non-Profits (>75% residents)
- Gallery Exhibits
- Senior Programs

C. Programs/Classes/Services which provide balanced individual and community benefit will recover 51-75% of all related costs.

Examples include, but are not limited to:

- City Staff Facilitated Classes, Programs, Clinics, Camps, Leagues, and Workshops

D. Programs/Classes/Services which provide mostly considerable individual benefit will recover 76-100% of all related costs.

Examples include, but are not limited to:

- Facility & Field Rentals: Pleasanton Residents (Private Use) and All Other Non-Profits (<75% residents)
- Theater Shows
- Contract Instructor Facilitated: Classes, Programs, Clinics, Camps, Leagues, and Workshops
- Preschool

E. Programs/Classes/Services which provide mostly individual benefit will recover at least 101% of all related costs.

Examples include, but are not limited to:

- Facility & Field Rentals: Non-Residents (Private Use) and Businesses

CITY OF PLEASANTON MASTER FEE SCHEDULE

IX. WATER RATES, FEES, AND CHARGES

Eff. 01.01.2024

A. Water Rates & Charges

Consumption Charges (bi-monthly) PMC 14.04.070						Eff. 01.01.2024
1 CCF = 100 cubic feet = 748 gallons		Zone 7 ⁽¹⁾	Distribution ⁽²⁾	Recycled Water Surcharge	Vineyard Corridor Improvements	Total per Ccf
Single Family Individually Metered	0 - 20 Ccf	\$3.43	\$2.06			\$5.49
	21 - 40 Ccf	\$3.43	\$2.98			\$6.41
	41 - 60 Ccf	\$3.43	\$3.51			\$6.94
	over 60 Ccf	\$3.43	\$3.75	\$0.06	\$0.13	\$7.37
Multifamily		\$3.43	\$2.03	\$0.01		\$5.47
Commercial/Industrial		\$3.43	\$2.16	\$0.01		\$5.60
Potable Irrigation		\$3.43	\$2.99	\$0.01		\$6.43
Recycled Irrigation						\$4.29
Water Service Charge (bi-monthly) Effective January 1, 2024						
Meter Size	Charge (Pleasanton)	Charge (Zone 7)		Meter Size	Charge (Pleasanton)	Charge (Zone 7)
5/8 "	\$4.60	\$17.30		3"	\$42.55	\$389.29
3/4 "	\$5.48	\$25.95		4"	\$72.56	\$683.41
1 "	\$7.69	\$47.58		6"	\$126.41	\$1,211.11
1.5 "	\$13.42	\$103.81		8"	\$311.76	\$3,027.78
2 "	\$16.96	\$138.41		10"	\$488.29	\$4,757.94
(1) - Increased by pass-through of Zone 7 rate increases as they occur. Rate payers will be notified 30 days prior to any increase taking effect.						
Annual Backflow Prevention Device Administration Charge Res 18-1015						\$60
Single Family Residential Discounts						
Available on single family individually metered residential account if water consumption does not exceed 30 Ccf during the bi-monthly billing period. The Account holder's name who qualifies for the discount by proof of age with government-issued identification, must be on the property title, if owner occupied or appear on the lease/rental agreement.						
20% - Senior Citizens (65 or older)						
30% - Low Income Families (who qualify for PG&E, AT&T or cable television discounts through either the California Dept of Economic Opportunity, Social Security Administration, or California Lifeline)						
DISCOUNTS SHALL NOT BE ADDITIVE						
Initial Service Fee						
During business hours (before 4:30 p.m.)						\$15
After business hours, weekends, and holidays						\$85
Disconnect/Turn-off Fee						
Account in shut-off status for non-payment (payment not received by 8:00 a.m. deadline)				1st time within 6 months		\$85
				2nd time within 6 months		\$105
				3rd time within 6 months		\$145
Reconnection Fee						
During regular business hours (contacting the City between 8:00 a.m. and 3:00 p.m.)						\$15
After hours (see above), weekends, and holidays				1st time within 6 months		\$85
				2nd time within 6 months		\$105
				3rd time within 6 months		\$145
During regular business hours (contacting the City between 8:00 am and 3:00 pm)				\$75.00 per hour plus cost of materials		
After hours (see above), weekends, and holidays				\$100.00 per hour plus cost of materials		

CITY OF PLEASANTON MASTER FEE SCHEDULE

Administrative Cost Recovery	
Interactive Voice Recording (IVR) fee	\$10
Returned Check Fee	\$25
Hydrant Meter Deposits	
Potable Water Hydrant Meter Deposit	
3/4" Hydrant Meter & Backflow Assembly	\$1,500
3" Hydrant Meter & Backflow Assembly	\$4,000
Recycled Water Hydrant Meter Deposit	
3" Recycled Hydrant Meter	\$2,500.00
Residential Construction Water Unit Cost	
For units that will be individually metered	\$25

B. Water Meter & Installation Fees

Eff. 07.01.2022

The Director of Operations and Water Utilities, or designee, shall publish periodically the fees or fee formula for water service installation by the City. The published fee or formula shall reflect the estimated actual cost to the City.

	Meter Size	Fee	Meter Size	Fee
	Current fees effective 7/01/22	3/4" (short) Diehl	\$452.99	2" Kamstrup (17" lay length)
3/4" (long) Diehl		\$477.83	3" EVO Q4	\$3,431.31
1" Kamstrup		\$613.37	4" EVO Q4	\$3,977.47
1 1/2" Kamstrup		\$1,036.40	6" EVO Q4	\$6,924.99
2" Kamstrup (15 1/4" lay length)		\$1,167.87	8" EVO Q4	\$9,861.51

C. Water Drought Water Shortage Rates ⁽²⁾

Eff. 01.01.2024

Drought/water shortage rates are added to the current rates shown in Section A, at the time the drought state is declared

	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Single Family						
0 - 20 Ccf	\$0.64	\$1.60	\$2.95	\$5.28	\$9.92	\$14.91
21 - 40 Ccf	\$0.75	\$1.86	\$3.45	\$6.16	\$11.58	\$17.41
41 - 60 Ccf	\$0.81	\$2.02	\$3.73	\$6.67	\$12.54	\$18.84
over 60 Ccf	\$0.84	\$2.10	\$3.89	\$6.96	\$13.08	\$19.66
Multi-Family	\$0.64	\$1.59	\$2.94	\$5.26	\$9.89	\$14.85
Commercial	\$0.65	\$1.63	\$3.01	\$5.38	\$10.12	\$15.21
Industrial	\$0.65	\$1.63	\$3.01	\$5.38	\$10.12	\$15.21
Irrigation	\$0.75	\$1.87	\$3.46	\$6.18	\$11.62	\$17.46

(2) - Rate payers will be notified 30 days prior to any increase taking effect.

D. Water Conservation Plan- Excess use penalties PMC 9.30 100

*Water usage in excess of the amount provided in Section 9.30.070 is subject to the following penalties:
Additional penalties for multiple times exceeding water use amount are for the number of times within the prior 12 months*

Stage	Overall Reduction	Exceed 1 time	Exceed 2 times	Exceed 3 times	Exceed 4 or more times
1	Up to 10% Voluntary	no penalty	no penalty	no penalty	no penalty
2	Up to 20% Voluntary	no penalty	no penalty	no penalty	no penalty
2	Up to 20% Mandatory	\$2.50 additional for all units	\$5 additional for all units	\$7.50 additional for all units	\$10 additional for all units
3	Up to 30% Mandatory	\$4 additional for all units + \$50	\$8 additional for all units + \$100	\$12 additional for all units + \$250	\$16 additional for all units + \$500
4	Up to 40% Mandatory	\$6 additional for all units + \$100	\$12 additional for all units + \$250	\$18 additional for all units + \$500	\$24 additional for all units + \$750
5	Up to 50% Mandatory	\$8 additional for all units + \$150	\$16 additional for all units + \$300	\$24 additional for all units + \$550	\$32 additional for all units + \$800

CITY OF PLEASANTON
MASTER FEE SCHEDULE

6	More than 50% Mandatory	\$10 additional for all units + \$200	\$20 additional for all units + \$350	\$30 additional for all units + \$600	\$40 additional for all units + \$850
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CITY OF PLEASANTON MASTER FEE SCHEDULE

E. Water Connection Fees - City

For each single family house, or any other use that is determined by the City Engineer or the Engineer's duly appointed representative to have a water demand equivalent to that of a single-family house, for normal domestic-type water uses only, there shall be a connection fee charged for each service connection as indicated in the following table. This shall be the minimum charge for all uses. For all other uses, for each service connection, a charge shall be made as established in the following table depending on the size of the meter required for that service connection as determined by the City Engineer or his duly appointed representative.

Amounts DO NOT include water meter installation fees, which are revised periodically based on current costs for labor & materials as authorized in Section B "Water Meter & Installation Fees".	Meter Size	N. Pleasanton Improvement Dist 2B	All Other Service Connections
	5/8 inch (displacement type)	\$460	\$1,200
3/4 inch (displacement type)	\$690	\$1,800	
1 inch (displacement type)	\$1,150	\$3,000	
1.5 inch (displacement type)	\$2,300	\$6,000	
2" (displacement type)	\$3,680	\$9,600	
2" Mueller MVR	\$5,290	\$13,800	
2" (OMNI C2)	\$7,360	\$19,200	
3 inch (OMNI C2)	\$8,050	\$21,000	
4 inch (OMNI C2)	\$23,000	\$60,000	
6 inch (OMNI C2)	\$46,000	\$120,000	
8 inch (OMNI C2)	\$80,500	\$210,000	
10 inch (OMNI C2)	\$126,500	\$330,000	

For any larger service connection, the City Engineer or his duly appointed representative will determine the charge; or a battery of meters may be used at the City Engineer's option.

Any change in use or addition requiring greater capacity will require the payment of additional fees at the rates established herein as a condition of continued service.

F. Recycled Water Connection Fees

Res 15-777, Adjusted annually beginning 1 January 2017 by Engineering News Record (ENR) Construction Cost Index.	Meter Size	Meter Equivalent	Recycled Water Connection Fee
	5/8 inch	1.00	\$19,299
3/4 inch	1.50	\$28,949	
1 inch	2.50	\$48,253	
1.5 inch (displacement type)	5.00	\$96,497	
1.5 inch (OMNI C2)	16.00	\$308,789	
1.5 inch (OMNI T2)	16.00	\$308,789	
2" (displacement type)	8.00	\$154,395	
2" (OMNI C2)	16.00	\$308,789	
2" (OMNI T2) (1)	20.00	\$385,987	

CITY OF PLEASANTON MASTER FEE SCHEDULE

G. Zone 7 Fees

Zone 7 Water Connection Fees			
<i>The City collects water connection charges for the Zone 7 Water Agency. These fees are subject to periodic modification by the Zone 7 Board of Directors in accordance with Water Connection Change Ordinance No. FC 72-1(as amended) for Zone 7 of the Alameda County Flood Control & Water Conservation District.</i>			
	Meter Size	Fee Factor	Eff 01.01.2024
5/8 inch and 1" FS	DISPLACEMENT TYPE	10	\$34,530
	3/4"	15	\$51,795
1"	DISPLACEMENT TYPE	25	\$86,325
3/4" SHORT DIEHL	ULTRASONIC METER (Pleasanton Only)	30	\$103,590
3/4" LONG DIEHL	ULTRASONIC METER (Pleasanton Only)	30	\$103,590
1" DIEHL	ULTRASONIC METER (Pleasanton Only)	55	\$189,915
1" Kamstrup	ULTRASONIC METER (Livermore Only)	55	\$189,915
1 1/2"	DISPLACEMENT TYPE	50	\$172,650
	KAMSTRUP ULTRASONIC (Pleasanton Only)	120	\$414,360
	OMNI C2	160	\$552,480
	OMNI T2	160	\$552,480
2"	OMNI WITH 50 GPM RESTRICTION	50	\$172,650
	DISPLACEMENT TYPE	80	\$276,240
	OMNI WITH 80 GPM RESTRICTION	80	\$276,240
	MUELLER MVR	115	\$397,095
	OMNI WITH 120 GPM RESTRICTION	120	\$414,360
	SENSUS SR/SRII	160	\$552,480
	KAMSTRUP SHORT - ULTRASONIC (Pleasanton only)	160	\$552,480
	KAMSTRUP LONG - ULTRASONIC (Pleasanton only)	160	\$552,480
	OMNI C2	160	\$552,480
	OMNI T2	200	\$690,600
	EVOQ4 MAGNETIC (Pleasanton only)	220	\$759,660
3" - 10" (turbo type)		Determined by Zone 7 using the fee factor for continuous use	
Zone 7 Development Impact Fee for Flood Protection & Storm Water Drainage			
<i>In accordance with Ordinance No. 2009-001, adopted 5/18/09 by the Board of Supervisors for the Alameda County Flood Control & Water Conservation District, the City collects the following development impact fee for flood protection and storm water drainage:</i>			
Residential & Nonresidential Improvements, per square foot of impervious surface			\$1

H. Happy Valley Specific Plan Water Main Pro-Rata Share Fee

Eff. 01.01.2023

Res 19-1102	Existing Home Including Service Lateral Cost	\$20,027
	Existing Home Excluding Service Lateral Cost	\$17,280
	New Home Including Service Lateral Cost	\$56,864
	<i>Annual 4.5% interest rate adjustment</i>	

CITY OF PLEASANTON

MASTER FEE SCHEDULE

X. SEWER RATES, FEES, AND CHARGES

A. Sewer Rates & Charges

Eff 01.01.2024

User Charges - Bimonthly			
Residential (rate per dwelling unit):	Local ⁽¹⁾ <i>effective 1/1/24</i>	Regional- DSRSD ⁽²⁾ <i>effective 7/1/23</i>	Total
Single-Family/Townhome	\$29.27	\$58.22	\$87.49
Condominium	\$20.09	\$44.15	\$64.24
Multifamily/Secondary Unit	\$15.31	\$44.15	\$59.46
	<i>effective 01/01/24</i>	Livermore ⁽³⁾	Total
Single-Family - Ruby Hill	\$26.34	\$122.81	\$149.15
<p><u>Single-Family Residential Discounts:</u> The following discounts are available on the City of Pleasanton Local portion ONLY for a single family individually metered residential account if water consumption does not exceed 30 Ccf during the bi-monthly billing period. The Account holder's name who qualifies for the discount by proof of age with government-issued identification, must be on the property title, if owner occupied or appear on the lease/rental agreement.</p> <p style="margin-left: 40px;">20% - Senior Citizens (65 or older) 30% - Low Income Families who qualify for PG&E, AT&T or cable television discounts through either the California Dept of Economic Opportunity, Social Security Administration, or California Lifeline</p> <p style="text-align: center;">***DISCOUNTS SHALL NOT BE ADDITIVE***</p>			
Commercial:		Billing Units	Pleasanton ⁽¹⁾ <i>effective 1/1/24</i>
- All commercial accounts are billed based on water consumption which varies by season and type of usage. The regional commercial rates shall be equal to the DSRSD or City of Livermore cost for said charges determined based on regional provider for said account. - Commercial customers are subject to a minimum bi-monthly charge equivalent to the charge for a multiple-family residential customer			
Auto Steam Cleaning	up to 16 Ccf each add'l Ccf	\$15.31 \$1.65	
Bakeries	up to 6 Ccf each add'l Ccf	\$15.31 \$1.63	
Commercial Laundries	up to 16 Ccf each add'l Ccf	\$15.31 \$1.65	
Groceries w/Garbage Disposals	up to 6 Ccf each add'l Ccf	\$15.31 \$1.58	
Mortuaries	up to 16 Ccf each add'l Ccf	\$15.31 \$1.92	
Restaurants (Fast Food)	up to 8 Ccf each add'l Ccf	\$15.31 \$1.54	
Restaurants (Full Service)	up to 8 Ccf each add'l Ccf	\$15.31 \$1.54	
All Other	up to 16 Ccf each add'l Ccf	\$15.31 \$1.39	
Institutional:			
Schools (sub-metered)	Ccf	\$1.34	
Schools (not sub-metered)	X. Sewer: 33 of 54	\$0.88	
All Other	Ccf	\$1.39	

CITY OF PLEASANTON MASTER FEE SCHEDULE

Industrial, Demand Users, and Septage Haulers:

<u>Internal Filter Backwash</u>	Treatment	MGD	Please contact Public Works for the rate
	BOD	Lb/Day	
	SS	Lb/Day	
	Connection	Each	
<u>Reverse Osmosis Rejection Water</u>			
	Disposal	MG	
<u>Industrial</u>			
	Less than 1,000 mg/L	ccf	
	1,000 to 1,500 mg/L	ccf	
	Greater than 1,500 mg/L	ccf	
<u>Septic Haulers</u>		gallon	

Commercial:	Billing Units	DSRSD ⁽²⁾ effective 7/1/23
- All commercial accounts are billed based on water consumption which varies by season and type of usage. The residential customer		
Less than or equal to 300 mg/L	up to 13 Ccf	\$44.15
	each add'l Ccf	\$3.29
Between 300 and 450 mg/L	up to 11 Ccf	\$44.15
	each add'l Ccf	\$4.20
Between 450 and 600 mg/L	up to 9 Ccf	\$44.15
	each add'l Ccf	\$5.12
Between 600 and 750 mg/L	up to 7 Ccf	\$44.15
	each add'l Ccf	\$6.03
Between 750 and 900 mg/L	up to 6 Ccf	\$44.15
	each add'l Ccf	\$6.94
Between 900 and 1,050 mg/L	up to 6 Ccf	\$44.15
	each add'l Ccf	\$7.85
Greater than 1,050 mg/L	up to 7 Ccf	\$44.15
	each add'l Ccf	\$0.00

Industrial Waste Program User Fees (DSRSD - eff 7/1/14)			
Type of Fee	District Code	Fee Description	Fee
Sampling	5.03.090	Composite Sampler set-up	\$375
		Sampling, each site per day	\$240
Inspections & Permitting - Significant Industrial User (SIU)	5.03.090	Inspection, initial (SIU)	\$1,475
		Inspection, compliance (SIU)	\$870
		Permit Issuance, incl application review (SIU)	\$1,105
		Permit Renewal, incl application review (SIU)	\$660
		Permit Amendments (SIU)	\$370
Inspections & Permitting - Intermediate Industrial User (IIU)	5.03.090	Inspection, initial (IIU)	\$740
		Inspection, compliance (IIU)	\$435
		Permit Issuance, incl application review (IIU)	\$740
		Permit Renewal, incl application review (IIU)	\$330
		Permit Amendments (IIU)	\$225
		X. Sewer: 34	

**CITY OF PLEASANTON
MASTER FEE SCHEDULE**

Hearings & Enforcement	5.03.090	Show Cause Hearing, each hearing, hours	\$890
		Enforcement Hearing, each hearing, hours	\$1,185
Dental Amalgam Program	5.03.090	Permit fee - 3 yr permit for dental offices with amalgam separator devices	\$120
		Inspection fee - inspection of amalgam separator devices	\$41,884

CITY OF PLEASANTON

MASTER FEE SCHEDULE

Lab Analysis Price Sheet	
	Regional-DSRSD ⁽²⁾ effective 7/1/14
Alkalinity Total	\$32
Alkalinity Bicarbonate, HCO ₃	\$32
Alkalinity Carbonate, CO ₃	\$32
Alkalinity Hydroxide, OH	\$32
Ammonia	\$126
Arsenic (incl in metals)	\$60
Beryllium	\$61
Biochemical Oxygen Demand (BOD)	\$76
Boron	\$100
Cadmium (included in Metals)	\$60
Calcium & Calcium Hardness	\$38
Chemical Oxygen Demand (COD)	\$32
Chloride	\$79
Chlorine	\$94
Chromium (included in Metals)	\$60
Coliform, Total, MPN Method	\$188
Coliform, Total, P/A Method	\$63
Color	\$19
Conductivity	\$32
Copper (included in Metals)	\$60
Cyanide	\$131
Dissolved Oxygen	\$19
E-Coli, P/A Method	\$63
Enterococcus	\$88
Fecal Coliform, MPN Method	\$188
Fluoride	\$79
Hardness, Total	\$38
Langelier Index	\$126
Lead (included in Metals)	\$60
Manganese	\$61
Mercury	\$130
Metals	\$358
Nickel (included in Metals)	\$60
Nitrate, NO ₃	\$79
Nitrate, NO ₃ , Hach Method	\$32
Nitrite and Nitrate, Total	\$79
Nitrite, NO ₂	\$79
Nitrite, NO ₂ , Hach Method	\$32
pH	\$32
Phenol	\$131
Potassium	\$61
Selenium (included in Metals)	\$60
Silica	\$79
Silver (included in Metals)	\$60
Sodium	\$61
Sulfate	\$79
Sulfide	\$32
Temperature	\$11

CITY OF PLEASANTON

MASTER FEE SCHEDULE

Total Dissolved Solids, TDS	\$63
Total Solids, TS	\$63
Total Suspended Solids, TSS	\$63
Turbidity	\$32
UV 254	\$26
Volatile Acids, VA	\$76
Volatile Organics, EPA 624	\$131
Volatile Solids, VS	\$76
Zinc (included in Metals)	\$60
Any lab analysis not specifically identified	Time & Materials
Outside Contract Lab Analysis	Cost + Staff Time

Fee Adjustments to Sewer Rates and Charges

(1) Local - City of Pleasanton

Starting July 1, 2016, Local sewer rates will be increased annually for a maximum of 5 years based on the increase in the Consumer Price Index - All Urban Consumers for the San Francisco-Oakland-San Jose area. Rate payers will be notified 30 days prior to any such automatic increase taking effect.

(2) Regional - DSRSD

Starting July 15, 2016 and as they occur, regional rates are subject to the pass-through of DSRSD Regional rates and continue for a maximum of five years. Rate payers will be notified 30 days prior to any such automatic increase taking effect.

(3) Regional - City of Livermore

Starting July 15, 2016 and as they occur, regional rates are subject to the pass-through of City of Livermore Regional rates and continue for a maximum of five years. Rate payers will be notified 30 days prior to any such automatic increase taking effect.

B. Local and Regional (DSRSD) Sewer Connection Fees

	Pleasanton Local Fee	Regional-DSRSD ⁽²⁾ effective 7/1/22
RESIDENTIAL		
Single Family Dwelling Unit <i>per house</i>	\$500.00	\$15,021.00
Auxiliary (Secondary) Dwelling Unit <i>per square foot</i>	\$2.00	\$9.61
Townhome, Townhouse, Duet, Duplex <i>per unit</i>	\$500.00	\$15,021.00
Condominium <i>per unit</i>	\$375.00	\$11,266.00
Apartment, Mobile Home <i>per unit</i>	\$330.00	\$9,914.00
REGULAR (low strength wastewater)		
Auditoriums <i>per seat</i>	\$4.55	\$148.84
Auto body shops/ Auto dealers <i>per square foot</i>	\$0.25	\$8.19
Banks, Financial Offices <i>per square foot</i>	\$0.14	\$4.47
Barber shops/ Beauty shops <i>per square foot</i>	\$0.68	\$22.33
Bars, Cocktail lounges, taverns (w/o dining) <i>per square foot</i>	\$0.80	\$26.05
Bowling alleys <i>per square foot</i>	\$0.70	\$23.07
Car washes <i>per square foot</i>	\$3.86	\$126.51
Churches <i>per seat</i>	\$11.36	\$372.10
Delicatessen <i>per square foot</i>	\$1.61	\$52.84
Dental Clinic <i>per square foot</i>	\$2.05	\$10.42
Dry Cleaners <i>per square foot</i>	\$1.02	\$33.49
Gas Stations <i>per square foot</i>	\$1.07	\$34.98
General Retail/ Commercial <i>per square foot</i>	\$0.11	\$3.72
Gyms, Health Clubs <i>per square foot</i>	\$0.95	\$31.26
Hospital <i>per bed</i>	\$568.18	\$18,604.78

CITY OF PLEASANTON MASTER FEE SCHEDULE

Hotels, Motels (no dining facilities)	<i>per room</i>	\$295.45	\$9,674.48
Institutional (Resident)	<i>per bed</i>	\$227.27	\$7,441.91
Laundries, coin-operated	<i>per machine</i>	\$295.45	\$9,674.48
Laundries, full service (commercial)	<i>per square foot</i>	\$2.27	\$74.42
Market - Dry Goods	<i>per square foot</i>	\$0.43	\$14.14
Medical Clinic	<i>per square foot</i>	\$0.84	\$27.54
Medical/ Dental Complex	<i>per square foot</i>	\$0.50	\$16.37
Office Buildings	<i>per square foot</i>	\$0.11	\$3.72
		Pleasanton Local Fee	Regional-DSRSD ⁽²⁾ effective 7/1/22
REGULAR (low strength wastewater) continued			
Parks/ Rec			
Country Club	<i>per person</i>	\$159.09	\$5,209.34
Picnic Park	<i>per person</i>	\$22.73	\$744.19
Pool	<i>per person</i>	\$22.73	\$744.19
Tennis Courts, w/ toilet & shower	<i>per court</i>	\$227.27	\$7,441.91
Plant Nursery	<i>per square foot</i>	\$0.18	\$5.95
Printers	<i>per square foot</i>	\$0.32	\$10.42
Public Agencies	<i>per square foot</i>	\$0.11	\$3.72
Recreational vehicle R.V. Park	<i>per RV</i>	\$272.72	\$8,930.29
Schools (excluding cafeteria)			
W/o showers	<i>per student</i>	\$34.09	\$1,116.29
With showers	<i>per student</i>	\$45.45	\$1,488.38
Theaters	<i>per seat</i>	\$4.55	\$148.84
Veterinary Hospital	<i>per square foot</i>	\$0.77	\$25.30
Warehouse/distribution	<i>per square foot</i>	\$0.07	\$2.23
REGULAR (medium strength wastewater)			
Banquet Facilities - intermittent use	<i>per square foot</i>	\$0.61	\$22.03
Business with cafeteria	<i>per square foot</i>	\$1.36	\$47.06
Cafeteria	<i>per square foot</i>	\$1.23	\$44.05
Hotels/Motels with dining facilities	<i>per square foot</i>	\$1.36	\$47.06
Restaurant, Fast Food	<i>per square foot</i>	\$1.36	\$47.06
Restaurant, Full Service	<i>per square foot</i>	\$1.23	\$44.05
School with cafeteria	<i>per square foot</i>	\$1.36	\$47.06
REGULAR (high strength wastewater)			
Bakeries/ Donut Shops/ Ice Cream Shops	<i>per square foot</i>	\$1.41	\$54.45
Car washes w/ steam cleaning	<i>per square foot</i>	\$0.91	\$161.01
Markets with garbage disposals	<i>per square foot</i>	\$3.86	\$16.43
Mortuaries	<i>per square foot</i>	\$0.43	\$7.78
INDUSTRIAL (other):			
<i>All other non-residential users or special use (users with above-normal discharge of flow, BOD, and SS) shall be assessed a connection fee on a case-by-case basis based on average day peak month flow, BOD, and SS to be discharged to the sewer system as follows:</i>			
Wastewater Flow	<i>gallons per day</i>	n/a	\$69.41
BOD (Biochemical Oxygen Demand)	<i>lbs per day</i>	n/a	\$1,678.06
SS (Suspended Solids)	<i>lbs per day</i>	n/a	\$883.01

CITY OF PLEASANTON MASTER FEE SCHEDULE

C. Livermore Sewer Connection Fee (Ruby Hills)

Applies to residential development in Ruby Hills. This fee is collected in lieu of the DSRSD regional connection fee for the City of Livermore in accordance with the Ruby Hills Sewer Agreement

per single-family residential unit	\$4,633.70
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* City of Livermore council may, by resolution, adjust the fee schedule, including flow factors, from time to time. Once the fee is established, it shall automatically be increased annually based upon the Engineering News Record (ENR) 20-City Construction Cost Index (CCI). In calculating the adjustment, the rate (in each use category, including the flow, BOD and SS costs) for the base year is multiplied by the index for the then-current, divided by the base year index.

City of Livermore adjusted this fee for ENR-CCI effective 1/1/11

D. Happy Valley Specific Plan Sanitary Sewer Main Pro-Rata Share Fee

Eff. 07.01.2022

	Existing Home Including Service Lateral Cost	\$17,983.00
Res 19-1102	Existing Home Excluding Service Lateral Cost	\$14,716.00
	New Home Including Service Lateral Cost	\$32,552.00
	Annual 4.5% interest rate adjustment	

CITY OF PLEASANTON

MASTER FEE SCHEDULE

XI. DEVELOPMENT IMPACT FEES

Eff 01.01.2024

A. Capital Facilities Fee (includes Quimby Act)

<p><i>Applicable to all new construction and non-residential additions exceeding 200 sq ft. Due at the time building permit is issued</i></p> <p><i>PMC 3.22.040 Subject to an annual inflation adjustment on January 1 of each year based upon the Engineering News Record Construction Cost Index (CCI) for the San Francisco Bay Area.</i></p>	
Residential (per dwelling unit)	
Single-family detached	\$20,480
Single-family attached (Townhouse)	\$14,593
Multi-family (Apartment, Condominium)	\$14,593
Accessory Dwelling Units (ADU) e.g. In-law, Aupair, etc	
Less than 749 sq. ft.	\$0
750 sq ft or greater ADU, whether attached or detached to a detached single-family dwelling	
750- 1,000 sq ft	\$5,120
> 1,000 sq ft	\$10,240
750 sq ft or greater ADU, whether attached or detached to an attached single-family (e.g Town home) or multi-family (apartment or condominium) dwelling	
750- 1,000 sq ft	\$3,647
> 1,000 sq ft	\$7,296
Non-Residential (per square foot)	
Office	\$2.97
Research & Development	\$2.38
Light Manufacturing	\$0.95
Service/Commercial	\$2.16
Warehouse	\$0.95
Retail	\$2.16
Restaurant	\$2.16
Hotel/Motel (per Room)	\$1,173

B. Affordable Housing Fee

<p><i>Applicable to all new construction and non-residential additions exceeding 200 sq ft.</i></p> <p><i>PMC 17.40.070, Subject to an annual inflation adjustment on January 1 of each year, based upon the Consumer Price Index (CPI) for the San Francisco/Oakland region.</i></p>		
Residential <i>(per dwelling unit)</i>	Single-family detached (over 1,500 sq ft)	\$52,203
	Single-family detached (1,500 sq ft or less)	\$51,077
	Multi-family (Apartment, Condominium)	\$51,077
	Accessory Dwelling Unit(In-law, Aupair, etc..)	\$0
Non-Residential <i>(per square foot)</i>	Retail	\$5.38
	Hotel/Motel	\$3.71
	Office	\$8.98
	Industrial	\$14.91

CITY OF PLEASANTON MASTER FEE SCHEDULE

C. Transportation Development Fee

Eff 01.01.2024

<i>Applicable to all new construction and non-residential additions exceeding 200 sq ft.</i> <i>PMC 3.26 040 Subject to an annual inflation adjustment on January 1 of each year based upon the Engineering News Record Construction Cost Index (CCI) for the San Francisco Bay Area</i>	
Residential (per dwelling unit)	
Single-family detached	\$11,642
Single-family attached (Townhouse)	\$11,642
Multi-family (Apartment, Condominium)	\$7,158
Accessory Dwelling Units (ADU) e.g. In-law, Au Pair, etc	
749 sq ft or less ADU to either single or multi-family dwelling	\$0
750 sq ft or greater ADU whether attached or detached to a detached single-family, or to an attached single-family dwelling (townhouse)	
750- 1,000 sq ft	\$2,910
> 1,000 sq ft	\$5,821
750 sq ft or greater ADU whether attached or detached to attached multi-family dwellin(s) other than a townhome (e.g. apartment or condominium)	
750- 1,000 sq ft	\$1,790
> 1,000 sq ft	\$3,579
Non-Residential (per square foot)	
Office	\$18.17
Commercial/Retail	\$26.71
Industrial	\$10.99
Research & Development	\$13.69
Hotel/Motel (per Room)	\$7,675.76

D. Tri-Valley Transportation Development Fee

Eff. 07.01.2023

<ul style="list-style-type: none"> - Collected for Tri-Valley Transportation Council to fund traffic mitigation improvements in the TVDA - Subject to an annual adjustment (by the TVTC) on Jul 1 of each year based upon the Engineering News Record Construction Cost Index for the San Francisco Bay Area 		
Residential <i>(per dwelling unit)</i>	Single-family detached	\$6,946.01
	Single-family attached (Townhouse)	\$6,946.01
	Multi-family (Apartment, Condominium)	\$4,095.33
	Accessory Dwelling Unit (ADU Aupair, SDU etc.)	\$0
	Affordable Housing Units	\$0
Non-residential	Office, per square foot of gross floor area	\$9.28
	Retail, per square foot of gross floor area	\$5.92
	Industrial, per square foot of gross floor area	\$5.23
	Other Uses, per average am/pm peak hour trip	\$6,424.02

E. Livermore Traffic Impact Fee

Eff 01.01.2024

<ul style="list-style-type: none"> - Applies to Ruby Hill, collected for the City of Livermore, per Livermore/Signature Traffic Agreement. - Subject to an annual inflation adjustment (by the City of Livermore) on September 1 of each year based upon the Engineering News Record Construction Cost Index for the San Francisco Bay Area. 	
Per dwelling unit	

F. Downtown Revitalization District Parking In-Lieu Fee

Eff 04.01.2023

CITY OF PLEASANTON MASTER FEE SCHEDULE

<i>PMC 18.88.120 When development within the Downtown Revitalization District is not able to accommodate all of its required parking onsite the following fee will be collected by the City to purchase land for and to construct public parking lots.</i>	
<i>Subject to annual inflation adjustment on April 1 of any year in which the fee has not been recalculated, based on the annual change in ENR Construction Cost Index.</i>	
Per parking space	\$24,678.00

G. Agriculture Mitigation Fee

Eff. 10.01.2023

<i>Collected from property owners in the areas specified below to compensate for the loss of cultivable or potentially cultivable soils. Fees collected are remitted to the Tri-Valley Conservancy (TVC)</i>	
Vineyard Avenue Corridor Specific Plan Area <i>(due prior to subdivision map approval)</i> Per net acreage less than 25% slope lost to development; amount remitted to TVC will be reduced by a flat \$645 administration fee retained by the City	\$41,883.50
Ruby Hill <i>(due at time building permit is issued)</i> - <i>Subject to an annual inflation adjustment based on the Sept Consumer Price Index for the San Francisco/Oakland region, as calculated by the Tri-Valley Conservancy</i>	
Up to 4,000 square	\$23,246.34
Over 4,000 square feet, per square foot	\$5.81

H. Johnson Drive Economic Development Zone (JDEDZ) Transportation Fee

<i>Due at time building permit is issued.</i>	
<i>PMC 3.44.040 Subject to an annual inflation adjustment on January 1 of each year based upon the Engineering News Record Construction Cost Index (CCI) for the San Francisco Bay Area.</i>	
Retail, per square foot	
Retail-Parcel 4	\$33.27
Retail-Parcel 7	\$33.27
Retail-Parcel 8	\$33.27
Retail-Parcel 1	\$36.58
Retail-Parcel 6b	\$38.96
Retail-Parcel 11	\$42.78
Retail-Parcel 9	\$44.84
Office, per square foot	\$16.09
Hotel, per square foot	\$16.60

**CITY OF PLEASANTON
MASTER FEE SCHEDULE**

XII. PIONEER CEMETERY

Eff. 07.01.2023

A. Plot Fee- South Hill West

Burial Plot Fees - South Hill West Burial Plot - Casket	\$15,315.00
<i>Includes two (2) rights of Interment , burial services , double vault</i>	
Burial Plot - Cremated Remains	\$6,575.00
<i>Includes two (2) rights of interment , two (2) urn vaults</i>	
Baby Burial Plot - Casket (30 inches or less)	\$4,785.00
<i>Includes one (1) right of Interment , burial service , single vault</i>	
Baby Burial Plot - Creains	\$3,490.00

B. Burial Services Fee

<i>With proof of pre-paid plot in Lower Care #1-2, Upper Care #1-2, North Hill, North Hill West, South Hill, Memorial Vista , Sunol Gateway, and Hilltop</i>	
Single Casket Burial Fee	
Burial Fee	\$4,000.00
Vault Fee (Taxable)	\$355.00
Total Burial Fee:	\$4,355.00
Single Creains Burial Fee	
Burial Fee	\$1,230.00
Vault Fee (Taxable)	\$120.00
Total Burial Fee:	\$1,350.00
Disinterment Fees	
Casket Fee	\$3,135.00
Creains Fee	\$1,115.00
Additional Fees	
Grave Marker Installation (<i>Flush Marker 28" x 20"</i>)	\$515.00
Bronze Marker Concrete Base Fee	\$235.00
Marker Removal Fee	\$250.00
Weekend/Holiday Burial or Disinterment Fee (<i>subject to availability</i>)	
Casket Burial	\$960.00
Casket Disinterment	\$1,740.00
Creains Burial/Disinterment	\$395.00

CITY OF PLEASANTON

MASTER FEE SCHEDULE

Senior Citizens Rate (continued)

Backyard Service

For the regularly- scheduled once each week pick up of Waste cart from the back or side yard of a single-family residential property of a customer unable to bring the cart to the curb. Carts must be within 50 feet of any gate or fence.

35-Gallon Service

Each additional refuse cart per week

\$38.34

\$38.34

96-Gallon Service

Each additional refuse cart per week

\$57.79

\$57.79

B. COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - SOLID WASTE	Cart Size	Frequency	Monthly Rate
Solid Waste Cart Service			
	35-gallon	1/week	\$31.55
	35-gallon	2/week	\$64.32
	35-gallon	3/week	\$99.96
	35-gallon	4/week	\$131.17
	35-gallon	5/week	\$162.08
	96-gallon	1/week	\$55.04
	96-gallon	2/week	\$112.26
	96-gallon	3/week	\$174.44
	96-gallon	4/week	\$228.65
	96-gallon	5/week	\$282.60
Each additional Solid Waste Cart per week	35-gallon	1/week	\$31.55
	96-gallon	1/week	\$55.03

COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - All Cart Service	Cart Size	Frequency	Rate
Additional Services for Solid Waste, Mixed Recycling and Organic Carts			
Go Back Service for customer who forgot to put out carts	All	Each Cart	\$13.67
Cart Exchange/ back and forth changes	All	Each Cart	\$15.22
Redelivery of Cart after delinquent account is cleared	All	Each Cart	\$46.89
Damaged or Stolen Cart - One replacement cart in a 12 month period is provided free of charge. Second replacement cart in a 12 month period	All	Each Cart	\$73.20
Mixed Recycle or Organics dumped as trash	All	Each Cart	\$22.91

COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - SOLID WASTE	Cubic Yards	Frequency	Monthly Rate
Bin Service (Loose)			
	1	1	\$141.23
	1	2	\$288.09
	1	4/1884	\$448.32
	1	4	\$586.83
	1	5	\$725.33
	2	1	\$282.43
	2	2	\$576.17
	2	3	\$896.41
	2	4	\$1173.40
	2	5	\$1450.42

CITY OF PLEASANTON

MASTER FEE SCHEDULE

COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - SOLID WASTE	Cubic Yards	Frequency	Monthly Rate
Bin Service (Loose) continued	3	1	\$423.66
	3	2	\$882.55
	3	3	\$1,320.26
	3	4	\$1,735.75
	3	5	\$2,151.28
	4	1	\$564.89
	4	2	\$1,176.77
	4	3	\$1,744.96
	4	4	\$2,298.96
	4	5	\$2,852.99
	7	1	\$1,009.47
	7	2	\$2,102.29
	7	3	\$3,058.18
	7	4	\$4,027.72
	7	5	\$4,997.26
COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - SOLID WASTE	Cubic Yards	Frequency	Rate
Bin Service (Loose) - continued			
Extra Pickup	1	Each	\$31.96
	2	Each	\$63.94
	3	Each	\$95.89
	4	Each	\$127.86
	7	Each	\$223.75
On Call	1	Each	\$31.96
	2	Each	\$63.94
	3	Each	\$95.89
	4	Each	\$127.86
	7	Each	\$223.75
Money on Delivery Bin Take Away 3-Day Rental	4	Each	\$170.46
Money on Delivery Bin Take Away 3-Day Rental Extra Bin Pick-Up	4	Each	\$127.86
COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - SOLID WASTE	Cubic Yards	Frequency	Monthly Rate
Bin - Compactor			
	1 ½	1	\$415.52
	1 ½	2	\$831.05
	1 ½	3	\$1,246.58
	1 ½	4	\$1,661.67
	1 ½	5	\$2,077.67
	2	1	\$554.04
	2	2	\$1,108.07
	2	3	\$1,662.10
	2	4	\$2,172.56
	2	5	\$2,770.17
	3	1	\$831.06
	3	2	\$1,662.11
	3	3	\$2,493.18
	3	4	\$3,324.22
	3	5	\$4,155.28

CITY OF PLEASANTON MASTER FEE SCHEDULE

Bin Compactor - continued	4	1	\$1,108.08
	4	2	\$2,216.14
	4	3	\$3,324.23
	4	4	\$4,432.31
	4	5	\$5,540.37
	5	1	\$1,645.79
	5	2	\$2,770.19
	5	3	\$3,894.59
	5	4	\$5,019.00
	5	5	\$6,143.41
	6	1	\$1,974.93
	6	2	\$3,324.22
	6	3	\$4,673.49
	6	4	\$6,022.78
	6	5	\$7,372.07
COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - SOLID WASTE			
	Cubic Yards	Frequency	Rate
Bin Compactor			
Extra Pickup	1 ½	Each	\$113.94
	2	Each	\$127.86
	3	Each	\$191.79
	4	Each	\$255.72
	5	Each	\$319.66
	6	Each	\$383.60
Overweight Charges (per ton)	NA	Each	\$76.19
Same Day Service	ALL	Each	\$323.22
Steam Clean Compactor Container/Box	ALL	Each	\$362.05
Hard to Handle Trash (per ton)	NA		\$72.15
Roll Off Box (Loose) - On Call			
Monthly Rental Fee		All sizes	\$388.42
		15	\$569.69
		20	\$759.58
		30	\$1,139.39
		40	\$1,519.19
Cash on Delivery 3-Day Rental - Daily Rental Fee		All sizes	\$18.11
Cash on Delivery for 3-Day Rental		15	\$569.69
		20	\$759.58
		25	\$949.49
		30	\$1,139.39
		40	\$1,519.19
Overweight Charges (per ton)		All sizes	\$76.19

CITY OF PLEASANTON

MASTER FEE SCHEDULE

COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - SOLID WASTE		Cubic Yards	Rate	
Roll Off Box (Compactor) - On Call				
		8	\$607.67	
		10	\$759.58	
		15	\$1,139.39	
		16	\$1,215.35	
		20	\$1,519.19	
		24	\$1,823.03	
		25	\$1,898.97	
		30	\$2,278.77	
		36	\$2,734.52	
		40	\$3,038.36	
COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - SOLID WASTE		Cubic Yards	Frequency	Rate
Additional Services for Solid Waste				
Go Back Service	All	Each		\$147.22
Steam Clean Bin	All	Each		\$175.20
Pallet Pick Up	n/a	Each		\$13.22
Hard to Handle Trash (per ton)	n/a	n/a		\$72.15
Lock and Key for Customer to purchase from PGS	All	Each		\$12.70
COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - RECYCLING		Cart Size	Frequency	Monthly Rate
Mixed Recycling Cart Service				
First and Second Cart	64-gallon	1/week		FREE
	64-gallon	2/week		\$41.27
	64-gallon	3/week		\$84.20
	64-gallon	4/week		\$131.01
	64-gallon	5/week		\$171.49
Third and all additional 64-gallon carts	64-gallon	1/week		\$41.27
	64-gallon	2/week		\$84.20
	64-gallon	3/week		\$131.01
	64-gallon	4/week		\$171.49
	64-gallon	5/week		\$211.96
Back Yard Service per cart	64-gallon	1/week		\$58.73
First Cart	96-gallon	1/week		FREE
	96-gallon	2/week		\$41.27
	96-gallon	3/week		\$84.20
	96-gallon	4/week		\$131.01
	96-gallon	5/week		\$171.49
Second Cart	96-gallon	1/week		\$41.27
	96-gallon	2/week		\$84.20
	96-gallon	3/week		\$131.01
	96-gallon	4/week		\$171.49
	96-gallon	5/week		\$211.96
Back Yard Service	96-gallon	1/week		\$58.73
COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - RECYCLING		Cubic Yards	Frequency	Monthly Rate
Bins - Cardboard only				
	XIII. Solid Waste: 48 of 54	1	1	\$112.67
		1	2	\$223.67

**CITY OF PLEASANTON
MASTER FEE SCHEDULE**

	1	3	\$344.41
	1	4	\$450.70
	1	5	\$557.04
	2	1	\$225.29
	2	2	\$447.31
	2	3	\$688.58
	2	4	\$901.37
	2	5	\$1113.93

CITY OF PLEASANTON

MASTER FEE SCHEDULE

COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - RECYCLING	Cubic Yards	Frequency	Monthly Rate
	3	1	\$333.67
	3	2	\$679.84
	3	3	\$1,008.53
	3	4	\$1,320.13
	3	5	\$1,652.18
	4	1	\$442.03
	4	2	\$902.98
	4	3	\$1,329.33
	4	4	\$1,744.81
	4	5	\$2,160.28
	7	1	\$882.38
	7	2	\$1,614.23
	7	3	\$2,330.85
	7	4	\$3,057.92
	7	5	\$3,785.03
Extra Pickup (same rates for Cardboard only)	1	Each	\$23.97
	2	Each	\$47.93
	3	Each	\$71.90
	4	Each	\$95.88
	7	Each	\$167.80
COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES - RECYCLING	Cubic Yards	Frequency	Monthly Rate
Bins - Mixed Recycling Only			
	1	1	\$112.67
	1	2	\$223.67
	1	3	\$344.41
	1	4	\$450.70
	1	5	\$557.04
	2	1	\$225.29
	2	2	\$447.31
	2	3	\$688.58
	2	4	\$901.17
	2	5	\$1,113.93
	3	1	\$333.67
	3	2	\$679.84
	3	3	\$1,013.95
	3	4	\$1,320.13
	3	5	\$1,652.18
	4	1	\$442.03
	4	2	\$902.98
	4	3	\$1,329.33
	4	4	\$1,744.81
	4	5	\$2,013.31
Compactor - Mixed Recycling Only			
	1 1/2	1	\$321.31
	1 1/2	2	\$642.62
	1 1/2	3	\$963.94
	1 1/2	4	\$1,284.91
	1 1/2	5	\$1,606.59
	2	1	\$441.96
	2	2	\$860.25
	2	3	\$1,276.75

**CITY OF PLEASANTON
MASTER FEE SCHEDULE**

2	4	\$1,668.52
2	5	\$2,127.52
3	1	\$654.53
3	2	\$1,280.34
3	3	\$1,914.75
3	4	\$2,528.25
3	5	\$3,191.26
4	1	\$867.08
4	2	\$1,700.54
4	3	\$2,532.44
4	4	\$3,363.92
4	5	\$4,195.17
5	1	\$1,272.63
5	2	\$2,142.09
5	3	\$3,011.55
5	4	\$3,881.02
5	5	\$4,750.49
6	1	\$1,527.15
6	2	\$2,570.50
6	3	\$3,613.85
6	4	\$4,657.21

**CITY OF PLEASANTON
MASTER FEE SCHEDULE**

	6	5	\$5,700.57
COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES -	Cart Size	Frequency	Monthly Rate
Organics Cart Service			
	96-gallon	1/week	\$41.27
	96-gallon	2/week	\$84.20
	96-gallon	3/week	\$131.01
	96-Qallon	4/week	\$171.49
	96-Qallon	5/week	\$211.96
COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES -	Cubic	Frequency	Monthly Rate
ORGANICS	Yards		
Bins (Loose)			
	1	1	\$112.67
	1	2	\$223.67
	1	3	\$344.41
	1	4	\$450.70
	1	5	\$557.04
	2	1	\$225.29
	2	2	\$447.31
	2	3	\$688.58
	2	4	\$901.17
	2	5	\$1,113.93
	3	1	\$333.67
	3	2	\$679.84
	3	3	\$1,016.99
	3	4	\$1,333.06
	3	5	\$1,652.18
	4	1	\$442.03
	4	2	\$902.98
	4	3	\$1,329.33
	4	4	\$1,744.81
	4	5	\$2,160.28
COMMERCIAL/MULTI-FAMILY RESIDENTIAL RATES -	Cubic	Frequency	Monthly Rate
ORGANICS	Yards		
Roll Off (Loose) - On Call			
	15	Each	\$427.27
	20	Each	\$569.69
	30	Each	\$854.54
	40	Each	\$1,139.39

**CITY OF PLEASANTON
MASTER FEE SCHEDULE**

LARGE ITEM ON CALL LIST FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS	Rate
Air Conditioner	\$242.54
Flocked Holiday Tree	\$39.56
Bathtub (non-metal or metal)	\$113.28
Chair-Recliner	\$99.39
Couch 6 foot or 9 foot	\$113.28
Dishwasher	\$113.28
Washer	\$113.28
Dryer	\$113.28
Freezer	\$242.54
Refrigerator	\$242.54
Stove	\$113.28
Grill	\$143.14
Toilet	\$99.39
Hide a bed	\$113.28
Matress Full, King, Queen, Twin	\$143.14
Microwave	\$99.39
Misc. Furniture Item	\$99.39
Misc. Large Item	\$143.14
Ping Pong Table	\$143.14
CPU	\$86.47
Printer	\$86.47
Television Bigger than 25 inches	\$198.78
Television Less than 25 inches console or computer monitor	\$143.14
Water Heater 30, 40, 50, or 80 gallon and above	\$113.28
Tire no rim	\$38.92
Tire with rim - Car and Pick-Up Truck	\$49.68
Tire with rim – Large Truck	\$89.47

**EXHIBIT E
TO
DEVELOPMENT AGREEMENT**

ESTIMATE OF CITY IMPACT FEES AND OTHER CITY FEES

[See Attached]

Development Fee Worksheet

For Estimate Purposes Only

Date:	June 24, 2024
Record Number:	PUD-147, P22-1089 and Tract 8522
Project Name:	Merritt Development

Total Development Fees:	\$3,427,454.00
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Affordable Housing Fee:	Quantity		Fee	Rate	Effective January 1, 2024
Single-family Home or Townhouse		Homes	\$0.00	\$52,203.00	per new unit.
Multi-Family Unit		Units	\$0.00	\$51,077.00	per new unit.
Accessory Dwelling Unit (ADU)		Units	\$0.00	\$0.00	per new ADU unit.
Retail		Square Feet	\$0.00	\$5.38	per square foot.
Hotel/Motel		Rooms	\$0.00	\$3.71	per room.
Office		Square Feet	\$0.00	\$8.98	per square foot.
Industrial		Square Feet	\$0.00	\$14.91	per square foot.
Total Affordable Housing Fee			\$0.00		

Capital Facility Fee:	Quantity		Fee	Rate	Effective January 1, 2024
Single-family, Detached Home	92	Homes	\$1,884,160.00	\$20,480.00	per new unit.
Townhouse, Apartment, Condo	18	Units	\$262,674.00	\$14,593.00	per new unit.
Office		Square Feet	\$0.00	\$2.97	per square foot.
Research & Development		Square Feet	\$0.00	\$2.38	per square foot.
Light Manufacturing		Square Feet	\$0.00	\$0.95	per square foot.
Service/Commercial Use		Square Feet	\$0.00	\$2.16	per square foot.
Warehouse		Square Feet	\$0.00	\$0.95	per square foot.
Retail		Square Feet	\$0.00	\$2.16	per square foot.
Restaurant		Square Feet	\$0.00	\$2.16	per square foot.
Hotel/Motel		Rooms	\$0.00	\$1,148.00	per square foot.
Total Capital Facility Fee			\$2,146,834.00		

Transportation Development Fee:	Quantity		Fee	Rate	Effective January 1, 2024
Single-family Home or Townhouse	110	Homes	\$1,280,620.00	\$11,642.00	per new unit.
Apartment, Condo		Units	\$0.00	\$7,158.00	per new unit.
Office		Square Feet	\$0.00	\$18.17	per square foot.
Commercial		Square Feet	\$0.00	\$26.71	per square foot.
Industrial		Square Feet	\$0.00	\$10.99	per square foot.
Research & Development		Square Feet	\$0.00	\$13.69	per square foot.
Retail		Square Feet	\$0.00	\$26.71	per square foot.
Hotel/Motel		Rooms	\$0.00	\$7,675.76	per room.
Total TIF			\$1,280,620.00		

Please note, the attached estimate is not exhaustive/inclusive of all fees (i.e., TVTC fee which is a 3rd party fee not controlled by the City or the Stormwater fee as the project's total impervious surface area has yet to be calculated by the applicant) to which the project may be subject, which shall be per the applicable fees in the Attached Master Fee Schedule, unless otherwise specified by the project Development Agreement.

**EXHIBIT F
TO
DEVELOPMENT AGREEMENT**

DIAGRAMS OF TRAIL AND FOOTHILL ROAD IMPROVEMENTS

[See Attached]

EXHIBIT F
TO
DEVELOPMENT AGREEMENT
DIAGRAM OF TRAIL IMPROVEMENTS

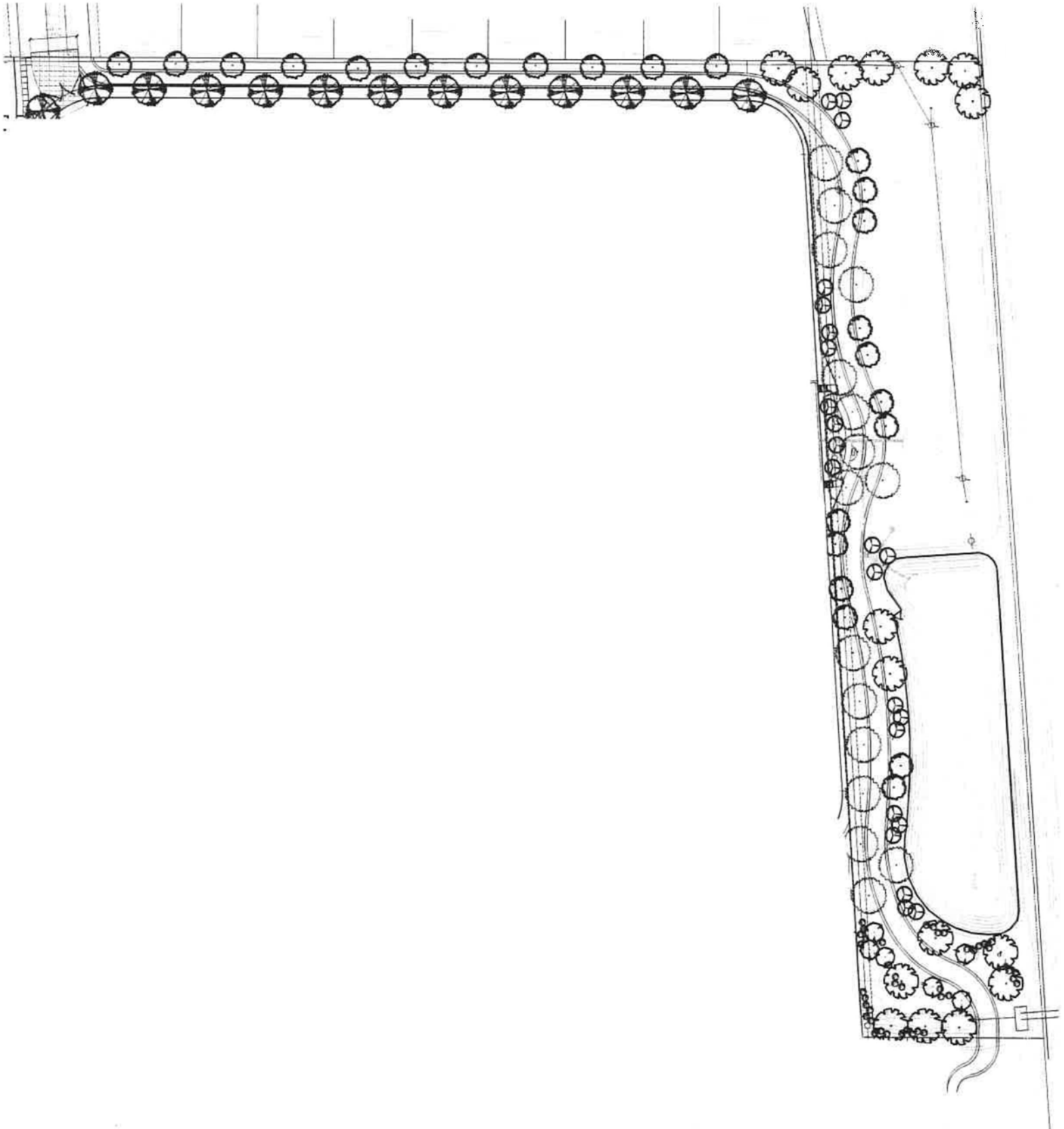
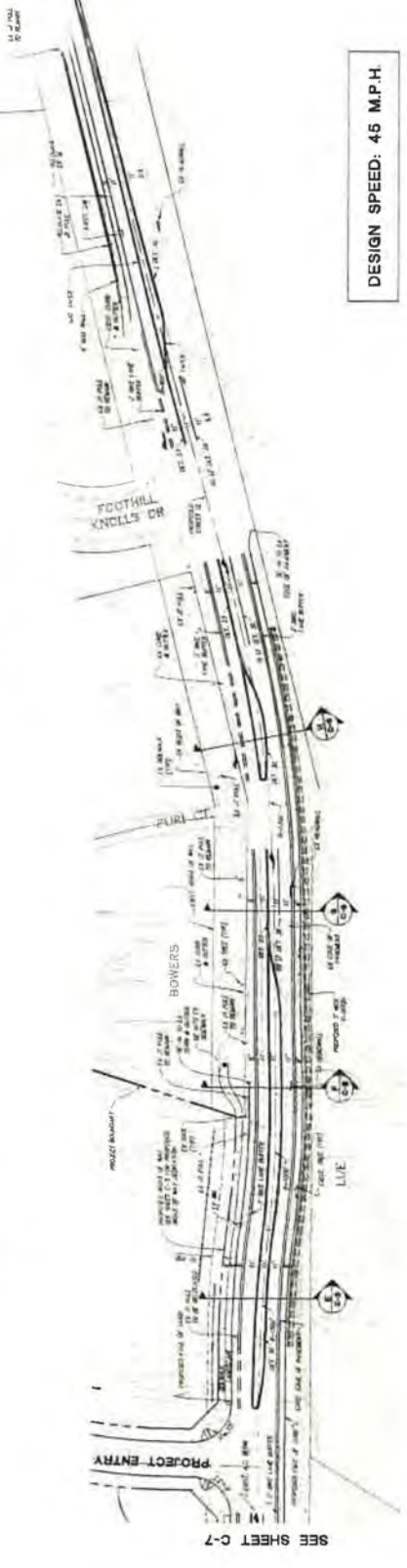
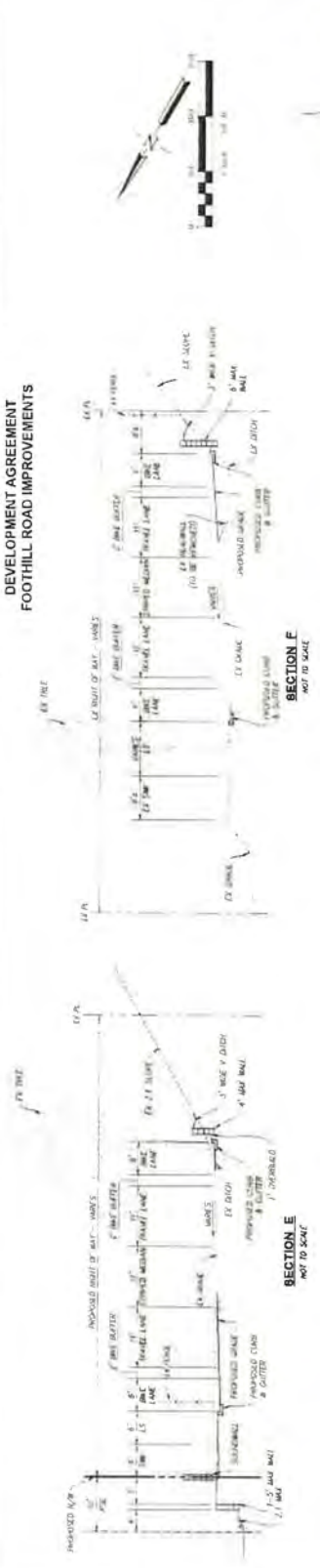
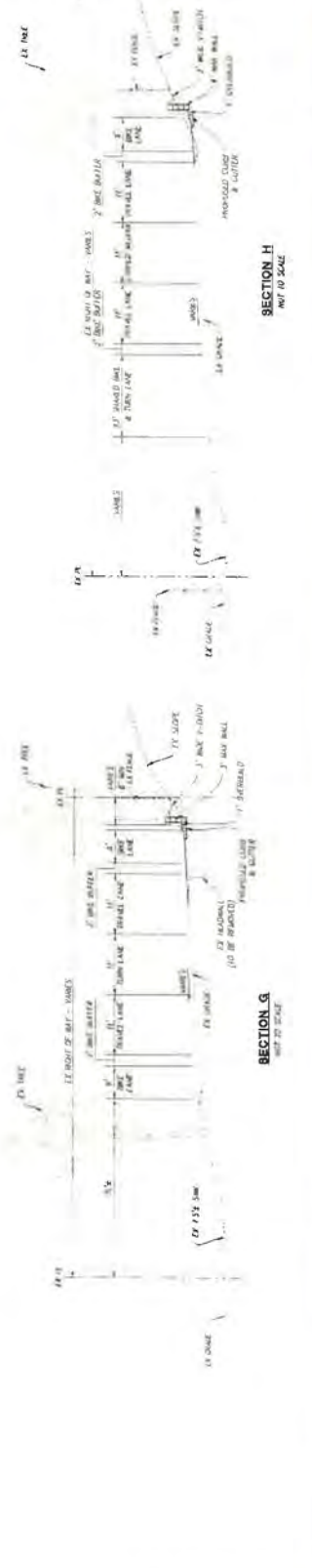


EXHIBIT F
TO
DEVELOPMENT AGREEMENT
FOOTHILL ROAD IMPROVEMENTS



DESIGN SPEED: 45 M.P.H.



SEE SHEET C-7

MERRITT PROPERTY | Pleasanton, California

RUGGERI JENSEN AZAR

ktg

DAHLIN

PRELIMINARY
FOOTHILL ROAD
WIDENING PLAN

JOB NO. 14-001
DATE 06-14-2014
PROJECT NO. 14-001
SHEET NO. C-8