

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLEASANTON APPROVING THE APPLICATION OF RING FINANCIAL, INC. FOR PLANNED UNIT DEVELOPMENT (PUD) DEVELOPMENT PLAN APPROVAL, AS FILED UNDER CASE PUD-87

WHEREAS, Ring Financial, Inc. has applied for Planned Unit Development development plan approval to construct 345 apartment units, an approximately 38,781-square-foot retail center consisting of four buildings, new surface parking, and related site improvements on an approximately 16-acre site located at 3150 Bernal Avenue (“the Project”); and

WHEREAS, zoning for the property is Planned Unit Development – High Density Residential (PUD-HDR) and Planned Unit Development – Commercial (PUD-C) Districts; and

WHEREAS, the Planning Commission adopted Resolution 2013-35, determining that the proposed development plan is appropriate for the site, making findings, and recommending to the Pleasanton City Council that PUD-87 be approved; and

WHEREAS, on August 6, 2013, the Pleasanton City Council held a duly noticed public hearing on this application and considered all public testimony, agenda reports, and related materials, and the recommendations of City staff and the Planning Commission; and

WHEREAS, the City Council finds that the exceptions to the Housing Site Development Standards and Design Guidelines as stated on pages 15-17 of the July 10, 2013, Planning Commission staff report are appropriate; and

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

WHEREAS, the Pleasanton City Council finds that the proposed PUD development plan is consistent with the City’s General Plan and purposes of the PUD ordinance, and by this reference adopts and reaffirms all of the considerations and findings set forth in Planning Commission Resolution 2013-35.

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

Section 1. Approves Case PUD-87, the application of Ring Financial, Inc. for Planned Unit Development development plan to construct 345 apartment units, an approximately 38,781-square-foot retail center consisting of four buildings, new surface parking, and related site improvements on an approximately 16-acre site located at 3150 Bernal Avenue, subject to the conditions as shown in Exhibit A, attached hereto and made part of this ordinance by this reference.

Section 2. A summary of this ordinance shall be published once within 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 15 days in the City Clerk's Office within 15 days after its adoption.

Section 3. This ordinance shall be effective 30 days after its passage and adoption.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Pleasanton on August 6, 2013, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

And adopted at a regular meeting of the City Council of the City of Pleasanton on _____, 2013, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Jerry Thorne, Mayor

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Jonathan P. Lowell, City Attorney

**EXHIBIT A
DRAFT CONDITIONS OF APPROVAL
PUD-87
Auf der Maur / Rickenbach / Vintage
3150 Bernal Avenue
August 6, 2013**

PROJECT SPECIFIC CONDITIONS

Planning Division

1. The permitted uses for the Planned Unit Development – High Density Residential (PUD-HDR) zoned portion of the property shall include multifamily residential, leasing office, business center, fitness center, and community room for the apartment complex.

2. The uses for the Planned Unit Development – Commercial (PUD-C) zoned portion of the property shall be the permitted and conditionally permitted uses of the C-N (Neighborhood-Commercial) District. Notwithstanding the permitted and conditionally permitted uses in the C-N District, the following uses shall be permitted on the Planned Unit Development – Commercial (PUD-C) zoned portion of the property:
 - a. Building materials sales, including showrooms, shops, and stores with ancillary design services and indoor display and storage only.
 - b. Carpet, drapery and floor-covering stores, with design services.
 - c. Gymnasiums and health clubs including massage services of three or fewer massage technicians at any one time. Massage establishments within gymnasiums and health clubs shall meet the requirements of Chapter 6.24. This use is limited to individual tenant spaces less than 5,000-square-feet in buildings identified as Retail Shops 1 and Retail Shops 2 on Exhibit B.
 - d. Food market including supermarkets, convenience markets and specialty stores. The hours of operation for a convenience market shall be limited to 5:00 a.m. to 11:00 p.m.
 - e. Drugstore and prescription pharmacies with 24-hour drive-through operation. Drive-through sales shall be limited to prescription medications only.
 - f. Furniture stores
 - g. Interior decorator shops and design services, including showrooms

- h. Electronic retail sales with no repair services, of telephones, pagers, cellular telephones, personal computers and software, televisions, radios, stereos, and similar items
 - i. Kitchen supply stores and accessories with ancillary demonstration, classes, and cutlery sharpening.
 - j. Medical offices including dental, optometry, chiropractic and other such uses typically found in neighborhood shopping centers. Total square footage of medical office tenants in the subject shopping center shall not exceed 5,000 square feet.
 - k. Wine shops and tasting rooms for wineries, excluding liquor stores.
3. There shall be no truck deliveries, parking lot sweeping, or leaf blowing between the hours of 10:00 p.m. and 6:00 am.
 4. The PUD development plan shall expire two years from the effective date of this ordinance unless a building permit is issued and construction has commenced and is diligently pursued.
 5. Unless otherwise approved by the Director of Community Development, plans submitted for permits to the Building and Safety Division shall show the sidewalk along the southern side of Drive A moved to the south to allow for landscaping between the Drive A/parking spaces and front of sidewalk.
 6. At the time of submittal to the Building and Safety Division for permits, the applicant/project developer shall indicate which commercial retail project will be utilized (the commercial project on Sheet RA-03 of Exhibit B or "Alternative 1" shown on Sheet RA-04 of Exhibit B). If Alternative 1 as depicted on Sheet RA-04 of Exhibit B is utilized, the applicant shall submit for Design Review approval. Application materials shall include architectural drawings, civil drawings, landscape drawings, and any other materials deemed required by the Director of Community Development. Said Design Review application materials are subject to the review and approval of the Director of Community Development, and may, at the discretion of the Director of Community Development, be forwarded to the Planning Commission and/or City Council for review.
 7. Prior to issuance of a building permit, the applicant/developer shall pay the applicable Zone 7 and City connection fees and water meter cost for any water meters, including irrigation meters, applicable to the portion or phase of the project covered by the permit. Additionally, the developer shall pay any applicable Dublin-San Ramon Services District (DSRSD) sewer permit fee.
 8. The project developer shall pay any and all fees to which the property may be subject prior to issuance of permits or as provided for in a development agreement. The type and amount of fees shall be those in effect at the time the
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permit is issued unless otherwise provided in a Development Agreement covering the project.

9. The applicant/developer shall execute the Development Agreement within 10 days of the City Council's second reading of the ordinance approving the development agreement.
10. The applicant/developer shall pay the applicable City and Tri-Valley regional traffic impact fees for the project as set forth in the Development Agreement between the City and developer.
11. The applicant/developer shall pay the applicable in-lieu park dedication fees as set forth in the Development Agreement between the City and developer.
12. The applicant/developer shall pay school fees in accordance with the written agreement as required pursuant to the Development Agreement.
13. This approval does not guarantee the availability of sufficient water capacity to serve the project. Prior to issuance of a grading permit, or utility extension approval to the site, whichever is sooner, the applicant/developer shall verify with the City of Pleasanton Engineering that water is available for this project's demand.
14. The project shall meet all requirements of the City's Growth Management Ordinance, as described in a Growth Management Agreement for the project.
15. The parking/storing of boats, campers, recreational vehicles, and/or trailers on site or in any parking space (i.e., carport, garage, or uncovered space) shall be prohibited. The garages and carports shall not be modified or used for storage in a manner that would interfere with the ability to park cars within the garage. In addition, the storage of materials in the carports or uncovered parking spaces shall be prohibited. The applicant/property manager shall be responsible for enforcing these restrictions, which shall be stated clearly in all leases.
16. All parking spaces shall be striped. Wheel stops shall be provided for the surface parking spaces unless the spaces are fronted by concrete curbs, in which case sufficient areas shall be provided beyond the ends of all parking spaces to accommodate the overhang of automobiles.
17. Plans submitted to the Building and Safety Division for permits shall include detail drawings, specification sheets, section drawings, or other to demonstrate how the entries of the apartment units meet section C1 (page 37) of the Housing Site Development Standards and Design Guidelines, dated August 21, 2012. Said measures (e.g. exterior lighting, unit numbers, etc) shall be subject to the review and approval of the Director of Community Development prior to building permit issuance.

18. The apartment windows shall be “punched” in from the exterior building wall or defined by well-designed trims subject to the satisfaction of the Director of Community Development. Window specifications and typical installation details shall be included with the plans submitted for issuance of building permits and shall be subject to the review and approval by the Director of Community Development prior to issuance of building permits for the project.
19. The carport colors shall be subject to the review and approval by the Director of Community Development prior to painting. The carport colors shall match and/or complement the apartment building colors.
20. Unless otherwise approved by the Director of Community Development, plans submitted to the Building and Safety Division for permits shall show the synthetic lawn proposed in the open space are within Cluster 2 be modified to be natural turf.
21. Outdoor dining furniture may be installed for the retail building tenants. The final design and location of the retail furniture shall be submitted for review and approval by the Director of Community Development prior to installation. A four-foot (48 inches) unobstructed sidewalk clearance shall be maintained at all times from any portion of the dining furniture, and a minimum unobstructed clear area shall be maintained around the business entrances which extends two feet beyond each door jamb and eight feet perpendicular from a door in a closed position.
22. Unless otherwise approved by the Director of Community Development, the applicant/project developer shall incorporate potted plants adjacent to entryways of the commercial tenant spaces. Said modification is subject to the review and approval of the Director of Community Development prior to building permit issuance.
23. Unless otherwise approved by the Director of Community Development, plans for the commercial buildings submitted to the Building and Safety Division for permits shall include detail or section drawings that indicates: (1) all windows have trim; and (2) all windows are recessed (not flush with surrounding stucco or brick). Said drawings are subject to the review and approval of the Director of Community Development prior to building permit issuance.
24. Awnings utilized on the commercial buildings shall consist of fade-resistant material. If at any time an awning becomes discolored, torn, tattered, or otherwise appears to be in poor condition as determined by the Director of Community Development, the applicant shall repair or replace the awning within 30 calendar days, subject to the review and approval of the Director of Community Development.

25. Restaurant/food service tenants with cooking facilities shall be equipped at all times with filtering devices to minimize odors and fumes. Details of said devices shall be shown on the tenant improvement plans submitted for issuance of building permits and shall be subject to review and approval by the Director of Community Development and Chief Building Official prior to issuance of building permits for the tenant improvements.
26. Only modular newspaper dispensers accommodating more than one newspaper dispenser shall be allowed outside of the buildings within the development. The design of these dispensers shall be approved by the Director of Community Development. Dispensers within the public right-of-way shall require an encroachment permit by the Engineering Division.
27. The applicant/developer shall provide garage door design and material details in the plans submitted to the Building and Safety Division for plan check. The garage doors shall be subject to the review and approval of the Director of Community Development prior to the issuance of a building permit.
28. Plans submitted to the Building and Safety Division for permits shall include detail drawings, specification sheets, section drawings, or other to demonstrate how the garages meet section A5.b. (page 22) of the Housing Site Development Standards and Design Guidelines, dated August 21, 2012. Said measures shall be subject to the review and approval of the Director of Community Development prior to building permit issuance, but may consist of the following for every three garage doors: a minimum 1-foot recess and at least 1 enhanced feature (e.g. trellises, enhanced balconies, exterior lighting) as illustrated on Sheet A-26 of Exhibit B.
29. Unless otherwise approved by the Director of Community Development, plans submitted to the Building and Safety Division for permits shall include an updated planting plan that indicates the olive tree at the corner of Stanley Boulevard and Bernal and Valley Avenues to be at least 48-inch box size.
30. The applicant/developer shall not install hose bibs at the project site which could be used by residents to wash vehicles. Should the applicant/developer wish to have a designated area to wash vehicles on-site, the applicant/developer and/or responsible party shall submit improvement and design plans of the wash area to the Planning Division for review and approval prior to designating, constructing, and/or allowing vehicles to be washed on-site.
31. Plans submitted to the Building and Safety Division for permits shall show 2 public bike racks per 50 dwelling units located within 100 feet of main entries (a minimum of 14 such racks are required).
32. The project developer shall effectively screen from view all ducts, meters, air conditioning equipment, and any other mechanical equipment, whether on the

structure, on the ground, or on the roof, with materials architecturally compatible with the building. Screening details shall be shown on the plans submitted for issuance of building permits, the adequacy of which shall be determined by the Director of Community Development. All required screening shall be provided prior to occupancy.

33. All mechanical equipment shall be constructed in such a manner that noise emanating from it will not be perceptible beyond the property plane of the subject property in a normal environment for that zoning district.
34. All exterior lighting including landscape lighting shall be directed downward and designed or shielded so as to not shine onto neighboring properties. The project/building developer shall submit a final lighting plan including photometrics and drawings and/or manufacturer's specification sheets showing the size and types of light fixtures. The lighting plan shall be subject to the review and approval by the Director of Community Development prior to issuance of building permits for the project.
35. The project shall comply with the current City/Pleasanton Garbage Service recycling and composting programs.
36. All trash and refuse shall be contained completely within the approved trash enclosures. Trash containers shall be stored within the trash enclosures at all times, except when being unloaded. The trash enclosures shall be sized to accommodate trash, recycling, and green waste containers. Elevation drawings and plan details, including color and material of the enclosures noted, shall be included in the plans submitted to the Building and Safety Division for plan check and shall be subject to the review and approval of the Director of Community Development prior to building permit issuance.
37. The final location of pad-mounted transformers shall be subject to approval by the Director of Community Development prior to issuance of permits by the Building and Safety Division. Such transformers shall be screened by landscaping to the satisfaction of the Director of Community Development. All transformers shall be shown on the plans submitted for issuance of building permits.
38. Prior to installation of any retail tenant or apartment project identification signs, a comprehensive sign program shall be submitted for review approval by the Director of Community Development.
39. The applicant and/or developer shall submit a pad elevation certification prepared by a licensed land surveyor or registered civil engineer to the Chief Building Official and Director of Community Development certifying that the pad elevations and building locations (setbacks) are pursuant to the approved plans, prior to receiving a foundation inspection for the structures.

40. All excess soil from the site shall be off-hauled from the site and disposed of in a lawful manner. No stockpiling of dirt on this site shall occur without specific review and approval by the Planning Division.
41. Prior to the issuance of a grading or building permit, whichever is sooner, the project applicant/developer shall submit an air quality construction plan detailing the proposed air quality construction measures related to the project such as construction phasing, construction equipment, and dust control measures, and such plan shall be approved by the Director of Community Development. Air quality construction measures shall include Basic Construction Mitigation Measures (BAAQMD, May 2011) and, where construction-related emissions would exceed the applicable thresholds, additional Construction Mitigation Measures (BAAQMD, May 2011) shall be instituted. The air quality construction plan shall be included on all grading, utility, building, landscaping, and improvement plans during all phases of construction, access roads, parking areas, and staging areas at construction sites.
42. Pre-construction Breeding Bird Surveys: Prior to development of the subject site and each phase of project activities that have the potential to result in impacts on breeding birds, the project applicant/developer shall take the following steps to avoid direct losses of nests, eggs, and nestlings and indirect impacts to avian breeding success:
 - a. If grading or construction activities occur only during the nonbreeding season, between August 31 and February 1, no surveys shall be required.
 - b. Pruning and removal of trees and other vegetation, including grading of grasslands, should occur whenever feasible, outside the breeding season (February 1 through August 31).
 - c. During the breeding bird season (February 1 through August 31) a qualified biologist shall survey activity sites for nesting raptors and passerine birds not more than 14 days prior to any ground-disturbing activity or vegetation removal. Surveys shall include all line-of-sight trees within 500 feet (for raptors) and all vegetation (including bare ground) within 250 feet for all other species.
 - d. Based on the results of the surveys, avoidance procedures shall be adopted, if necessary, on a case-by-case basis. These may include construction buffer areas (up to several hundred feet in the case of raptors) or seasonal avoidance.
 - e. Bird nests initiated during construction are presumed to be unaffected, and no buffer is necessary except to avoid direct destruction of a nest or mortality of nestlings.

- f. If preconstruction surveys indicate that nests are inactive or potential habitat is unoccupied during the construction period, no further mitigation is required. Trees and shrubs that have been determined to be unoccupied by nesting or other special-status birds may be pruned or removed.
43. Pre-construction Bat Surveys: Prior to issuance of a building or grading permit, a qualified biologist shall conduct a pre-construction special status bat survey when large trees are to be removed or underutilized or vacant buildings are to be demolished. If active day or night roosts are found, the bat biologist shall take actions to make such roosts unsuitable habitat prior to tree removal or building demolition. A no-disturbance buffer of 100 feet shall be created around active bat roosts being used for maternity or hibernation purposes. Bat roosts initiated during construction are presumed to be unaffected, and no buffer is necessary.
44. No new grading or development shall be allowed within 20 feet of the edge of riparian vegetation or top of bank of the Arroyo del Valle, whichever is further from the creek centerline, as delineated by a qualified, City-approved biologist that shall be hired by the applicant/developer. Prior to issuance of a building or grading permit, the biologist shall certify in writing to the Director of Community Development that the project is in compliance with this condition.
45. Prior to issuance of grading permit, the applicant shall submit for review and approval to the Director of Community Development an archeological mitigation program that has been prepared by a licensed archeologist with input from a Native American Representative. The applicant shall implement the requirements and measures of this program, which will include, but not be limited to:
- Submission of periodic status reports to the City of Pleasanton and the NAHC.
 - Submission of a final report, matching the format of the final report submitted for CA-Ala-613/H, dated March 2005, to the City and the NAHC.
 - A qualified archeologist and the Native American Representative designated by the NAHC will be present on site during grading and trenching for the foundations, utility services, or other on-site excavation, in order to determine if any bone, shell, or artifacts are uncovered.
46. In the event that paleontological resources are encountered during the course of development, all construction activity must temporarily cease in the affected area(s) until the uncovered fossils are properly assessed by a qualified paleontologist and subsequent recommendations for appropriate documentation and conservation are evaluated and approved by the City of Pleasanton. Excavation or disturbance may continue in other areas of the site that are not reasonably suspected to overlie adjacent or additional paleontological resources.

These requirements shall be printed on the site, grading, and landscape plans where applicable to the satisfaction of the Director of Community Development.

47. In the event that human remains are discovered during grading or construction, work shall stop immediately. There shall be no disposition of such human remains, other than in accordance with the procedures and requirements set forth in California Health and Safety Code Section 7050.5 and Public Resources Section 5097.98. These code provisions require notification of the County Coroner and the Native American Heritage Commission, who in turn must notify the persons believed to be most likely descended from the deceased Native American for appropriate disposition of the remains. These requirements shall be printed on the site, grading, and landscape plans where applicable to the satisfaction of the Director of Community Development.
48. The applicant/developer shall implement construction best management practices to reduce construction noise, including:
 - a. Locate stationary construction equipment as far from adjacent occupied buildings as possible.
 - b. Select routes for movement of construction-related vehicles and equipment so that noise-sensitive areas, including residences and outdoor recreation areas, are avoided as much as possible. Include these routes in materials submitted to the City of Pleasanton for approval prior to the issuance of building permits.
 - c. All site improvements and construction activities shall be limited to the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday. In addition, no construction shall be allowed on State and federal holidays. If complaints are received regarding the Saturday construction hours, the Director of Community Development may modify or revoke the Saturday construction hours. The Director of Community Development may allow earlier "start times" for specific construction activities (e.g., concrete foundation/floor pouring), if it can be demonstrated to the satisfaction of the Director of Community Development that the construction and construction traffic noise will not affect nearby residents. Prior to construction, the hours of construction shall be posted on site.
 - d. All construction equipment must meet DMV and City noise standards and shall be equipped with muffling devices.
 - e. Designate a noise disturbance coordinator who will be responsible for responding to complaints about noise during construction. The telephone number of the noise disturbance coordinator shall be conspicuously posted at the construction site and shall be provided to the City of

Pleasanton. Copies of the construction schedule shall also be posted at nearby noise sensitive areas.

- f. Construction activities conducted on the subject property shall not exceed 86 dBA at any point outside of the property plane of the subject property (Pleasanton Municipal Code Section 9.04.100.B.).

These requirements shall be printed on the construction plans to the satisfaction of the Director of Community Development.

- 49. All noise control mitigation measures and assumptions as identified in the project noise analysis shall be incorporated into plans submitted to the Building and Safety Division for permits.
- 50. Prior to issuance of a building permit, the applicant's noise consultant shall certify in writing to the Director of Community Development that the construction drawings comply with the applicable City and State interior noise standards.
- 51. The leases for the apartment units shall include a disclosure of possible noise sources in the project vicinity. In addition, the applicant/developer shall establish procedures and a contact phone number for a site manager the residents can call to address any noise complaints. The disclosure and procedures shall be submitted to the City Attorney for review and approval before leasing the first apartment unit.
- 52. Prior to issuance of a grading or building permit, whichever is sooner, the project applicant/developer shall submit verification from the FAA, or other verification to the satisfaction of the City Engineer or Chief Building Official, of compliance with the FAA Part 77 (Form 7460) review for construction on the project site.
- 53. Rain gutters shall discharge into landscaping planter areas where feasible. These details shall be shown on the plans submitted to the Building and Safety Division for plan check and are subject to the review and approval of the Director of Community Development prior to building permit issuance.
- 54. The project shall comply with the State of California's Water Efficient Landscape Ordinance and Bay Friendly Basics Landscape Requirements. A licensed landscape architect shall verify the project's compliance with the ordinance and checklist: 1) prior to the issuance of a building permit; and 2) prior to final inspection. The verification shall be provided to the Planning Division.
- 55. A final landscape and irrigation plan shall be submitted to and approved by Director of Community Development as part of the building permit plan set prior to issuance of a building permit. Said landscape plan shall be detailed in terms of species, location, size, quantities, and spacing. Plant species shall be of drought-tolerant nature and the irrigation design shall utilize low-volume drip, bubbler, or other water conserving irrigation systems to the maximum extent possible.

- Irrigation system shall meet all requirements for compatibility with future recycled water supply per City of Pleasanton Recycled Water Standards.
 - The final landscape plan shall be revised to reflect the following changes:
 - i. Under the Planting Plan: eliminate tree selection of *Sapium sebiferum* (Chinese tallow)
 - ii. Irrigation Note on LI.4 #4 should be changed to “per City of Pleasanton Recycled Water Specifications”
 - iii. Planting Notes on LI.4 #2 should be changed to “Planting to comply with Bay Friendly Basics Landscaping Requirements”
56. Unless otherwise shown on the approved PUD landscape plan, all trees used in landscaping be a minimum of 24” box in size and all shrubs a minimum of five (5) gallons.
 57. The State of California’s Green Building Standards Code, “CALGreen,” shall apply, if applicable.
 58. Water conservation devices shall be installed as part of the proposed project. The water conservation devices shall be stated on the plans submitted for the issuance of a building permit.
 59. Energy Star appliances shall be installed in each apartment unit if available. The proposed appliances shall be stated on the plans submitted for the issuance of a building permit.
 60. Developer shall comply with the Affordable Housing Agreement between the City and developer.
 61. The applicant/project developer shall provide a dedicated electrical circuit for electric vehicles in a minimum of 35 garages. Said locations shall be subject to the review and approval of the Director of Community Development prior to building permit issuance.
 62. The locations of the proposed electric vehicle charging stations including those on the commercial property shall be shown on the plans submitted to the Building and Safety Division for plan check and shall be subject to the review and approval of the Director of Community Development prior to building permit issuance.
 63. The locations of the proposed light-colored paving material for streets and parking areas shall be shown on the plans submitted to the Building and Safety Division for plan check and shall be subject to the review and approval of the Director of Community Development prior to building permit issuance.

64. The apartment buildings shall be constructed to allow for future installation of a Photovoltaic (PV) system and pool area be designed for solar water heating systems. The project applicant/developer shall comply with the following requirements for making all apartment buildings photovoltaic-ready and solar-water-heating-ready:
- Electrical conduit and cable pull strings shall be installed from the roof/attic area to the building's main electrical panels;
 - An area shall be provided near the electrical panel for the installation of an "inverter" required to convert the direct current output from the photovoltaic panels to alternating current;
 - Engineer the roof trusses to handle an additional load as determined by a structural engineer to accommodate the additional weight of a prototypical photovoltaic system beyond that anticipated for roofing;
 - Plumbing shall be installed for solar-water heating of the pool; and
 - Space shall be provided for a solar-water-heating tank for the pool.

These measures shall be shown on the building permit plan set submitted to the Director of Community Development for review and approval before issuance of the first building permit.

65. Energy efficient lighting shall be installed for the retail buildings. The energy efficient lighting shall be shown on the plans submitted for the issuance of a building permit.
66. The applicant/project developer shall provide residential renewable energy installation. This condition is satisfied by providing solar water heating systems to the pool, the Leasing Center, and the Community Room buildings.
67. The applicant/project developer shall develop and implement measures, through economically feasible installations, that will achieve the greater of the following for the project:
- 25 percent better energy efficiency over that required by 2010 Title 24; or
 - If at the time of building permit submittal the required level of energy efficiency is greater than 25 percent beyond 2010 Title 24 energy efficiency requirements, the required level of energy efficiency shall apply.
68. The applicant/project developer shall incorporate solar tubes, skylights, and/or other daylighting systems, subject to the satisfaction of the Director of Community Development, within the design of the community/leasing buildings. The method used and plan details shall be incorporated into the plans submitted to the Building and Safety Division for plan check and shall be subject to the

review and approval of the Director of Community Development prior to building permit issuance.

69. The developer and/or property management shall use reclaimed water for landscape irrigation when available. Details and/or plans shall be provided for review and approval by the Director of Community Development before use of the reclaimed water.
70. The applicant/project developer shall develop and implement a program for reclaimed water, grey water and/or rainwater harvesting systems for the subject site or as otherwise approved by the Director of Community Development. The program shall be subject to the review and approval of the Director of Community Development prior to building permit issuance.

Engineering Division

71. The proposed retail buildings shall have a minimum of one master water meter per building. Each retail tenant space and each residential unit shall be sub-metered for sewer and/or water billing purposes.
72. The project developer shall improve the existing streets abutting the project in accordance with the City of Pleasanton Municipal code 19.36.050, Streets and thoroughfares-Developer's obligation for improvement.
73. If a restaurant/food preparation facility occupies any of the buildings within this development, the private sanitary sewer lateral from the building shall have a grease interceptor installed on the building lateral.
74. The retail commercial buildings shall connect to the public sanitary sewer via separate service lateral (from the residential development).
75. The applicant shall pothole each utility lateral/main stubbed to the property to verify the laterals/mains have not been abandoned. This work shall be done prior to formal submittal of improvement plans for the development.
76. The applicant shall create a maintenance agreement for the joint storm drain lines that run between commercial and residential development. This agreement shall be reviewed and approved by the City Attorney Office prior to any grading permit being issued.
77. The developer shall conduct a hydraulic analysis of the existing storm drain pipe system stubbed to the site to ensure there is adequate capacity for the project. Said study shall be included with the plans submitted for plan check. If said study identifies necessary capacity improvements, developer shall be solely responsible for improvements.

78. The trash receptacle at the bus pullout on Bernal Avenue and the transit shelters with trash receptacles on Stanley Boulevard shall be maintained by the property owners or his/her representative of commercial and residential developments.
79. Section H-H shown on Sheet C6 of Exhibit B shall be revised to drain on the project site unless recorded copy of the drainage easement has been provided for the City Engineer's review and approval.
80. Work within the existing PG&E easement area shall not interfere with the PG&E easement.
81. Where the street sidewalks abut slope banks, a minimum of two (2') feet of flat area is required from back of sidewalk to the hinge point of the slope unless otherwise approved by the City Engineer.
82. If utilities are to be installed within the Public Service Easement (PSE), the eight foot PSE shall have a 2% slope in such locations.
83. All existing utility vaults within the Public Right of Way shall be surveyed and shown on the project construction plans including size, owner's name, etc. in reference to public sidewalk for the City Engineer's review and approval. Before considering vaults within proposed sidewalk all other vault location options must be considered and documentation shall be provided for review and approval of the City Engineer.
84. The public sidewalks next to bio-swale and hydro-modification areas shall have retaining wall and sub drains as required by the City Engineer.
85. All sidewalks other than city standard sidewalk, including decorative sidewalk, and all sidewalk within private property shall be maintained by the property owner or his/her authorized representative.
86. The project Maintenance Agreement shall have exhibits showing locations and list of all items to be maintained by property owner or his/her authorized representative for City Attorney's office, Planning Division and Engineering staff's review and approval before issuance of encroachment permit for public improvements.
87. The project developer will be required, at its own sole expense, to develop plans and specifications for improvements outlined in sewer study by BKF Engineers dated July 1, 2013 at the time of project improvement plan check for the City Engineer's review and approval. The developer shall construct the said improvements prior to any sewer flow from this project is released into the public sanitary sewer lines.
88. The driveways to be constructed on Nevada Street, Bernal Avenue and Stanley Boulevard shall have commercial driveway approaches as per City Standards.

The driveways on Bernal Avenue and Stanley Boulevard shall be constructed with concrete valley gutter and apron as per city standard detail.

89. All landscaping within public right of way along project frontage shall be maintained by the property owner or his/her authorized representative of commercial and residential developments.

Urban Stormwater

90. The project developer shall include erosion control measures, prepared and signed by the Qualified Storm Water Pollution Prevention Plan Developer (QSD), on the final grading plan, subject to the review of the City Engineer. This erosion control measures shall be as required by the state's Construction General Permit. The project developer is responsible for ensuring that the contractor is aware of such measures. All cut and fill slopes shall be revegetated and stabilized as soon as possible after completion of grading, in no case later than October 15. No grading shall occur between October 15 and April 15 unless approved erosion control measures are in place, subject to the approval of the project QSD and the City Engineer. Such measures shall be maintained until such time as a permanent landscaping is in place, site is stabilized and Notice of Completion (NOC) has been filed with the State Regional Water Board and/or accepted by City.
91. Restaurant/food service tenants shall include a contained area for cleaning mats, containers, and equipment. The wash area shall be covered or shall be designed to prevent runoff onto or from the area. The area shall be connected to the sanitary sewer, subject to approval by Dublin-San Ramon Services District (DSRSD), or shall be collected in a containment area and removed regularly by a disposal and recycling service. If connected to the sanitary sewer, a structural control, such as a sand filter or oil/ water separator, shall be used and a sign shall be posted prohibiting the dumping of hazardous materials. Other methods may be used subject to the approval of the Chief Building Official. The project developer, property owner, and/or restaurant/food service owner shall instruct employees to conduct all washing activities in this area.
92. The developer or applicant shall install trash capture devices within the project's storm drain inlets or storm drain piping to capture trash within the development. These devices shall trap particles of 5mm or greater and have treatment capacity not less than the peak storm from a "one year, one hour" event within the drainage area. The developer's or applicant's engineer shall submit calculations and product submittals to the City Engineer for review and approval prior to the issuance of a grading or building permit, whichever is sooner.

Traffic Division

93. Comprehensive traffic control measures shall be implemented during construction, including scheduling of major truck trips and deliveries, to avoid peak travel hours. If necessary, as determined by the Traffic Engineer, proper lane closure procedures such as flagger stations, signage, cones, and other warning devices shall be implemented during construction.
94. The haul route for all materials to and from the project shall be approved by the Deputy Director of Community Development, Transportation prior to the issuance of a permit, and shall include the provision to monitor the street surfaces used for the haul route so that any damage and debris attributable to the haul trucks is identified and corrected at the expense of the project applicant or developer.
95. Plans submitted to the Building and Safety Division for permits shall show a trail gate and path for access to the Arroyo del Valle trail subject to review and approval by the Deputy Director of Community Development, Transportation. The access point shall be located on the south eastern edge of the property and path shall be ADA compliant. Project developer is encouraged to work with PG&E to obtain the necessary easements for access through PG&E property to the Arroyo del Valle Trail.
96. Unless otherwise approved by the Deputy Director of Community Development, Transportation, all residential parking spaces shall conform to the dimensions required by the Housing Site Development Standards and Design Guidelines. Commercial parking spaces shall conform to the dimensions required by the City of Pleasanton Municipal Code. Plans submitted to the Building Division for permits shall have the dimensions noted on the plans.
97. Unless otherwise approved by the Director of Community Development, all residential drive aisles shall conform to the dimensions required by the Housing Site Development Standards and Design Guidelines. Commercial drive aisles shall conform to the dimensions required by the City of Pleasanton Municipal Code. Plans submitted to the Building Division for permits shall have the dimensions noted on the plans.
98. Prior to issuance of the building permit, the applicant shall submit a phasing plan for the project subject to review and approval by the Director of Community Development. The phasing plan shall include plans and details showing the residential and commercial structures and verification that adequate parking will be maintained such that site parking does not spill over into the surrounding area.
99. The project developer shall construct a bus stop with pullout and trash receptacle(s) on northbound Bernal Avenue adjacent to the project as shown on the project plans. A bus stop with pullout, trash receptacle(s), and shelter shall

be constructed on eastbound Stanley Boulevard adjacent to the project. A bus stop with pullout, trash receptacle(s), and shelter shall be constructed on westbound Stanley Boulevard approximately 400 feet west of the intersection of Stanley Boulevard at Valley Avenue/Bernal Avenue.

100. The project developer shall provide LAVTA transit passes to the residents and employees of the development at a fifty percent (50%) ticket price discount for the first year of occupancy for use of the LAVTA transit system.
101. The project developer shall include bike parking racks at the retail development to accommodate 15 bicycles. Design and location of the bike racks is subject to review and approval by the Director of Community Development.
102. The applicant shall modify the submitted plans to include an enhanced pedestrian crossing through the retail parking lot. This design should include a raised crossing to control vehicle speed and encourage pedestrian activity. Said modifications shall be shown on the plans submitted for issuance of building permits and shall be subject to the review and approval by the Deputy Director of Community Development, Transportation prior to issuance of building permits for the project.
103. The applicant shall dedicate 12 feet right of way along eastbound Stanley Boulevard for the entire project frontage for future roadway widening as shown on Exhibit B.
104. The applicant shall dedicate the required right of way for the bus pullout along northbound Bernal Avenue adjacent to the property.
105. The applicant shall dedicate the required right of way or easement for construction of the public sidewalk along Bernal Avenue.
106. The applicant shall construct a new left turn pocket to provide access from westbound Stanley Boulevard into the north driveway and a right turn deceleration lane on east bound Stanley Boulevard into the project's north driveway. The design shall be subject to the review and approval by the Deputy Director of Community Development, Transportation prior to issuance of building permits for the project.
107. The applicant shall install a traffic signal at the intersection of Bernal Avenue at Utah Street. Traffic signal design and materials are subject to approval by the Deputy Director of Community Development, Transportation prior to issuance of building permits for the project.
108. The applicant shall maintain landscaping at all project entrance/exits to 30 inches or lower or greater than 5 feet in height in order to maintain sight distance. This includes the landscaping installed in planter strips 300 feet south of intersection

of Bernal Avenue at Utah Street to provide adequate visibility to oncoming vehicles and pedestrians.

109. The project Maintenance Agreement shall include all necessary measures to manage retail and residential project parking supply and prevent project related parking from impacting adjacent public streets. Measures may include the ability to create short term parking spaces or shared use spaces within the development to encourage off street parking.
110. The improvement plans for this development shall contain signage and striping plans that are subject to the approval of the City Traffic Engineer.

Fire Department

111. Address numbers shall be installed on the front or primary entrance for all buildings. Minimum building address character size shall be 10" high by 1" stroke. Where multiple access is provided, address or tenant space numbers shall be provided on each access door and the character size shall be no less than 4" high by 3/4" stroke. In all cases, address numerals shall be of contrasting background and clearly visible from the street or access way fronting. This may warrant field verification and adjustments based upon topography, landscaping, or other obstructions.
112. Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2010 California Building, Fire Codes (or current California Codes) and City of Pleasanton Ordinance No. 2015. Installations shall conform to NFPA Pamphlet 13, Occupancy Hazard Approach for commercial occupancies and NFPA 13R for Multi-Family Residential Buildings.
113. Fire alarm systems shall be provided and installed in accordance with the 2010 CFC and NFPA 72 - National Fire Alarm Code. Notification appliances shall be provided in all areas consistent with the definition of a notification zone (notification zones coincide with the smoke and fire zones of a building). Shop drawings shall be submitted for permit issuance in compliance with 2010 CFC.
114. Fire department aerial access is required for buildings with a height of 30 feet or more as shown on Exhibit B. Clear access width shall not be less than 24 feet. Clear height free of obstructions (power, cable, telephone lines, tree limbs, etc.) shall be provided. This clearance shall be a minimum of 13 feet-6 inches. Inside turning radius of 45 feet and outside turning radius of 55 feet shall be provided. Access routes proposed have been reviewed and accepted by the Livermore-Pleasanton Fire Department.
115. Utility drawings submitted are reviewed and accepted as conceptual layout. Underground fire mains, fire hydrants and control valves shall be installed in

conformance with the most recently adopted edition of NFPA Pamphlet 24, "Outside Protection".

- Fire flow and duration shall be provided in accordance with 2010 CFC Appendix B.
- **Installation drawings can be identified as deferred submittal** for these plans. The underground pipeline contractor shall submit a minimum of three (3) sets of installation drawings to the Building Department, to be reviewed by the Fire Prevention Bureau. The plans shall have the contractor's wet stamp indicating the California contractor license type, license number and must be signed. No underground pipeline inspections will be conducted prior to issuance of approved plans.
- All underground fire protection work shall require a California contractor's license type as follows: C-16, C-34, and C-36 or A.
- All field-testing and inspection of piping joints shall be conducted prior to covering of any pipeline.
- Electrical conduit shall be provided to each fire protection system control valve including all valve(s) at the water connections. The Livermore-Pleasanton Fire Department requires electronic supervision of all valves for automatic sprinkler systems and fire protection systems.

Building and Safety Division

116. The principles of Universal Design shall be incorporated into the apartment units wherever possible. Unless otherwise determined by the Chief Building Official, all required adaptable dwelling units shall provide the following features whenever possible:
- a. Audible & visual doorbell within unit.
 - b. Balcony/patio at same floor level as unit.
 - c. Windows for viewing shall have a 36" maximum sill height.
 - d. 44" minimum hallway width and 32" minimum clear door opening width for all doorways within units.
 - e. Lever type handles on all doors.
 - f. An 18" minimum clear floor space beside door on pull side at latch jamb.
 - g. All receptacle or other outlets, 18" minimum height above finished floor.

- h. Rocker type light switches 40" - 48" above finish floor, and thermostats 48" maximum height.
 - i. Variable height (28" - 42") work surfaces such as cutting boards, countertops, sinks, and/or cooktops.
 - j. Loop handle pulls on drawers and cabinet doors or touch hardware - no knobs.
 - k. Full-extension, pull-out drawers, shelves and racks in base cabinets.
 - l. Full height pantry storage with easy access pull-out and/or adjustable height shelves.
 - m. Front-mounted controls on all appliances.
 - n. Adjustable height closet rods and shelves.
 - o. Single-lever water controls at all plumbing fixtures and faucets.
 - p. Hand-held adjustable shower head.
 - q. Blocking in walls around toilet, tub, and shower for future placement and relocation of grab bars.
117. All ground-floor dwelling units and all dwelling units served by an elevator shall be adaptable and on an accessible route, as defined by the California Building Code Chapter 11A.

STANDARD CONDITIONS

Planning Division

118. Development shall be substantially as shown on the development plans, color/material board, Multifamily GreenPoint Checklist, LEED checklist, and related materials such as the traffic noise analysis and tree report, Exhibit B, on file with the Planning Division, except as modified by these conditions. Minor changes to the plans may be allowed subject to the approval of the Director of Community Development if found to be in substantial conformance with the approved exhibits.
119. The project developer shall provide a color and materials board for the residential project with plans submitted to the Building and Safety Division for permits. Said color and materials board shall be subject to the review and approval of the Director of Community Development.

120. The permit plan check package will be accepted for submittal only after the ordinance approving the PUD development plan becomes effective, unless the project developer submits a signed statement acknowledging that the plan check fees may be forfeited in the event that the ordinance is overturned or that the design has significantly changed. In no case will a permit be issued prior to the effective date of the ordinance.
121. To the extent permitted by law, the project applicant shall defend (with counsel reasonable acceptable to the City), indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim (including claims for attorney's fees), action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.
122. Prior to building permit submittal, a list of the green building measures used in the design of the units covered by this approval shall be provided to the Planning Division for the review and approval by the Director of Community Development.

The green building measures shall be shown on one of the first two pages of the plans submitted for issuance of a building permit. Each point identified shall have a notation indicating the sheet the point can be found, and each sheet shall note where the point is located. All proposed green building measures shall be shown throughout the plan set, as appropriate, as determined by the Director of Community Development.

A special inspection by from the Planning Division shall be coordinated with regards to landscaping, irrigation, and exterior materials. All of the green building measures indicated on the approved checklist shall be inspected and approved by either the City of Pleasanton, a third party rater, or the applicant/developer shall provide written verification by the project engineer, architect, landscape architect, or designer.

123. The project applicant//developer shall implement the measures identified in the U.S. Green Building Council's (USGBC), "Leadership in Energy and Environmental Design (LEED)" rating system to achieve a "certified rating" in the design, construction, and operation of the commercial portion of the project. The green building measures shall be shown on plans submitted to the Building and Safety Division for issuance of a building permit. Each point identified shall have a notation indicating the sheet the point can be found, and each sheet shall note where the point is located. All proposed green building measures shall be shown throughout the plan set as determined by the Planning Division. The State of California's Green Building Standards Code, "CALGreen", shall apply.

124. All HVAC condensing units shall be shown on the plans and shall be subject to the review and approval of the Director of Community Development prior to building permit issuance.
125. The applicant/developer shall install trash and recycling receptacles within the retail plaza and within the sidewalk area in front of the retail buildings. The trash receptacle design and locations shall be shown on plans submitted to the Building and Safety Division for permits and shall be subject to review and approval by the Director of Community Development prior to issuance of building permits for the project.
126. The applicant/developer shall install a pedestrian-scale, lighted complex directory sign near the main driveway showing the location of apartment building clusters, addresses, units, parking areas, etc. Prior to the installation, the developer shall submit the design and location of the directory sign to the Director of Community Development for review and approval.
127. Only gas fireplaces, pellet fueled wood heaters or EPA certified wood-burning appliances may be installed inside or outside of the structures.
128. All conditions of approval shall be attached to all building permit plan check sets submitted for review and approval, whether stapled to the plans or located on a separate plan sheet. These conditions of approval shall be attached at all times to any grading and construction plans kept on the project site. It is the responsibility of the applicant/developer to ensure that the project contractor is aware of, and abides by, all conditions of approval. It is the responsibility of the applicant/developer to ensure that the project landscape contractor is aware of, and adheres to, the approved landscape and irrigation plans, and all conditions of approval. Prior approval from the Planning Division is required before any changes are constituted in site design, grading, building design, building colors or materials, green building measures, landscape material, etc.
129. Before project final, all landscaping shall be installed and reviewed and approved by the Planning Division.
130. Prior to building occupancy, the landscape architect or landscape designer shall certify in writing to the Director of Community Development that the landscaping has been installed in accordance with the approved landscape and irrigation plans with respect to size, number, and species of plants and overall design concept.
131. The developer and/or property management are encouraged to use best management practices for the use of pesticides and herbicides.
132. The height of the structures shall be surveyed and verified as being in conformance to the approved building heights as shown on Exhibit B or as

otherwise conditioned. Said verification is the project developer's responsibility, shall be performed by a licensed land surveyor or civil engineer, and shall be completed and provided to the Planning Division before the first framing or structural inspection by the Building and Safety Division.

133. The project developer shall comply with the recommendations of the tree report prepared by HortScience, Inc., dated "May 11, 2013." No tree trimming or pruning other than that specified in the tree report shall occur. The project developer shall arrange for the horticultural consultant to conduct a field inspection prior to issuance of City permits to ensure that all recommendations have been properly implemented. The consultant shall certify in writing that such recommendations have been followed.
134. No trees shall be removed other than those specifically designated for removal on the approved plans or tree report. The project developer shall post cash, letter of credit, or other security satisfactory to the Director of Community Development in the amount of \$5,000 for each tree required to be preserved, up to a maximum of \$25,000. This cash bond or security shall be retained for two years following acceptance of public improvements or completion of construction, whichever is later, and shall be forfeited if the trees are destroyed or substantially damaged.
135. The approved building colors and materials shall be indicated on the final building permit plans. Any proposed revisions to these approved colors or materials must be submitted for review and approval by the Director of Community Development prior to building permit issuance and/or painting/installation.
136. Campers, trailers, motor homes, or any other similar vehicle are not allowed on the construction site except when needed as sleeping quarters for a security guard.
137. A construction trailer shall be allowed to be placed on the project site for daily administration/coordination purposes during the construction period.
138. Portable toilets used during construction shall be kept as far as possible from existing residences and shall be emptied on a regular basis as necessary to prevent odor.

Landscaping

139. The project developer shall enter into an agreement with the City, approved by the City Attorney, which guarantees that all landscaping and open space areas included in this project will be maintained at all times in a manner consistent with the approved landscape plan for this development. Said agreement shall run with the land for the duration of the existence of the structures located on the subject property.

140. Six-inch vertical concrete curbs shall be installed between all vehicular paved and landscaped areas.
141. The project developer shall provide root control barriers and four inch perforated pipes for parking lot trees, street trees, and trees in planting areas less than ten feet in width, as determined necessary by the Director of Community Development at the time of review of the final landscape plans.
142. The following statements shall be printed on the site, grading, and landscape plans where applicable to the satisfaction of the Director of Community Development prior to issuance of a building permit:
 - a. No existing tree may be trimmed or pruned without prior approval by the Director of Community Development.
 - b. No equipment may be stored within or beneath the driplines of the existing trees to be saved.
 - c. No oil, gasoline, chemicals, or other harmful materials shall be deposited or disposed within the dripline of the trees or in drainage channels, swales, or areas that may lead to the dripline.
 - d. No stockpiling/storage of fill, etc., shall take place underneath or within five feet of the dripline of the existing trees.
143. Prior to issuance of a grading or building permit, the project developer shall install a temporary six foot tall chain-link fence (or other fence type acceptable to the Director of Community Development) generally outside of the driplines of the existing trees to be saved that are located near construction. The final location of said fencing shall be subject to the review and approval of the Director of Community Development. The fencing shall remain in place until final landscape inspection by the Community Development Department. Removal of such fencing prior to that time may result in a "stop work order."

Bicycle Parking

144. The public bicycle racks shall:
 - a. Be visible and accessible.
 - b. Support the frame of the bicycle and not just one wheel.
 - c. Allow the frame and one wheel to be locked to the rack.
 - d. Allow the use of either a cable or U-shaped lock.
 - e. Be securely anchored.

- f. Be usable by bikes with no kickstand.
- g. Be usable by a wide variety of sizes and types of bicycles.

Prior to the installation, the applicant/developer shall submit the design and location of the bicycle racks to the Director of Community Development for review and approval.

Building and Safety Division

- 145. All retaining walls higher than four feet from the top of the wall to the bottom of the footway shall be constructed of reinforced concrete, masonry, or other material as approved by the Director of Community Development, or shall be an approved crib wall type. Calculations signed by a registered civil engineer shall accompany the wall plans.
- 146. At the time of building permit plan submittal, the project developer shall submit a final grading and drainage plan prepared by a licensed civil engineer depicting all final grades and on-site drainage control measures to prevent stormwater runoff onto adjoining properties.
- 147. Prior to issuance of building permits, the applicant/developer shall submit a waste management plan to the Building and Safety Division. The plan shall include the estimated composition and quantities of waste to be generated and how the project developer intends to recycle at least 75 percent of the total job site construction waste measured by weight or volume. Proof of compliance shall be provided to the Chief Building Official prior to the issuance of a final building permit. During construction, the project developer shall mark all trash disposal bins "trash materials only" and all recycling bins "recycling materials only." The project developer shall contact Pleasanton Garbage Service for the disposal of all waste from the site.

Engineering Division

- 148. A "Conditions of Approval" checklist shall be completed and attached to all plan checks submitted for approval indicating that all conditions have been satisfied.
- 149. If a parcel map is requested by applicant/developer to subdivide the property into lots for Residential, Commercial, and Right of Way and Public Service Easement dedication, the parcel map shall be processed in conformance with the City's Subdivision Ordinance and the Development Agreement between the City and developer.
- 150. The project developer shall grant an easement to the City over those parcels needed for public service easements (P.S.E.) and which are approved by the City Engineer, or other easements, which may be designated by the City Engineer.

151. The project developer shall create public service easements (PSE) and private utility easements as necessary across the project for the benefit of the individual lots, subject to the review and approval of the City Engineer.
152. Disclosures, maintenance agreement or other required documents shall be recorded by the developer's title company as separate documents with or without project Parcel Map. After the recording of these documents the City shall be provided with a legible recorded copy.
153. The property owner/ applicant shall deposit a bond with the City's Engineering Division to ensure completion of any required improvements within public right of way and public service easement. This bond shall be in a standard form approved by the City Attorney and shall be in an amount satisfactory to the City Engineer.
154. The project developer shall comply with the recommendations of the project's geotechnical consultant. The project developer's geotechnical consultant shall review and approve all foundation, retaining wall, and drainage geotechnical aspects of the final development plans to ensure that the recommendations have been properly incorporated into the development. The consultant shall certify by writing on the plans or as otherwise acceptable to the City Engineer that the final development plan is in conformance with the geotechnical report approved with the project.
155. The project developer shall submit a final grading and drainage plan prepared by a licensed civil engineer including all supporting information and design criteria (including but not limited to any peer review comments), storm drain treatment calculations, hydro modification worksheets, all final grades and drainage control measures, including concrete-lined V-ditches, to protect all cut and fill slopes from surface water overflow, etc., shall be submitted as part of the improvement plans. This plan shall be subject to the review and approval of the City Engineer prior to the issuance of a grading permit by Building Division.
156. If existing drainage swales are filled shall have sub drains installed unless otherwise approved by the City Engineer and the developer's soils engineer. All sub drains shall have tracer wire along entire length of the sub drains and cleanouts installed with metal cap at the beginning of the pipe and at locations needed for maintenance. The end of the pipe shall terminate in a storm drain or other storm drain outfall, subject to the approval of the City Engineer. The applicant's engineer shall submit a final sub drain location map to the City Engineer prior to acceptance of the public improvements and/or project. It shall be the responsibility of the Maintenance Association/Owner to relocate a sub drain, if during the excavation of a pool or other subsurface structure, a sub drain is encountered. All owners within the subdivision shall receive notice of the presence of these sub drains. The City Attorney shall approve said notice.

157. All retaining walls along the street shall be placed behind the Public Service Easement (PSE), unless otherwise approved by the City Engineer.
158. The project developer shall construct vertical P.C.C. curbs and gutters within this development unless otherwise approved by the City Engineer. When the sidewalk is adjacent to the curb and gutter, they shall be poured monolithically.
159. For new streets, the minimum grade for the gutter flow line shall be set at one percent where practical, but not less than .75% unless otherwise approved by the City Engineer. The existing streets shall have grade to match existing site conditions subject to review by the City Engineer.
160. The curb and gutter along the street shall have a sub drain installed at either the back of the curb or lip of gutter at the discretion of the City Engineer. This detail shall be shown on the improvement plans. Said drains shall be connected to the storm drain system or drained by other means acceptable to the City Engineer.
161. The applicant's engineer shall investigate the structural section of the existing streets fronting the development. If the structural section is not adequate for the anticipated traffic demand, the structural section of the roadway shall be increased, as determined by the City Engineer. If the street section is adequate the entire street frontage shall be slurry sealed, unless otherwise determined by the City Engineer.
162. All existing septic tanks or holding tanks, if any shall be properly abandoned, pursuant to the requirements of the Alameda County Department of Health Services prior to the start of grading operations, unless specifically approved by the City Engineer.
163. The project developer shall submit detailed landscape and irrigation plans as part of the improvement plans. The irrigation plan shall provide for automatic controls.
164. All dry utilities (electric power distribution, gas distribution, communication service, Cable television, street lights and any required alarm systems) required to serve existing or new development shall be installed in conduit, underground in a joint utility trench unless otherwise specifically approved by the City Engineer.
165. The project developer shall arrange and pay for the geotechnical consultant to inspect and approve all foundation, retaining, and wall and drainage geotechnical aspects of project construction. The consultant shall be present on site during grading and excavation operations. The results of the inspections and the as-built conditions of the project shall be certified in writing by the geotechnical consultant for conformance to the approved plans and geotechnical report and submitted to the City Engineer for review and approval prior to occupancy.

166. The encroachment permit for work in public right of way shall be approved by the City Engineer prior to the issuance of any permit by City Building Division or Engineering Division. Any damage to existing street improvements during construction on the subject property shall be repaired to the satisfaction of the City Engineer at full expense to project developer. This shall include slurry seal, overlay, or street reconstruction if deemed warranted by the City Engineer.

Fire Department

167. All multifamily residential occupancies shall have valve tamper and water flow connected to an Underwriters Laboratory (UL) listed Central Station Service. Fire Department plan check includes specifications, monitoring certificate(s), installation certificate and alarm company UL certificate.

168. Fire alarm control panel and remote annunciation shall be at location(s) approved by the Fire Prevention Bureau. All systems shall be point identified by individual device and annunciated by device type and point.

169. The project developer shall keep the site free of fire hazards from the start of lumber construction until the final inspection.

170. Prior to any construction framing, the project developer shall provide adequate fire protection facilities, including, but not limited to a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire.

171. All fire sprinkler system water flow and control valves shall be complete and serviceable prior to final inspection. Prior to the occupancy of a building having a fire alarm system, the Fire Department shall test and witness the operation of the fire alarm system.

172. Should any operation or business activity involve the use, storage or handling of hazardous materials, the firm shall be responsible for contacting the LPFD prior to commencing operations. Please contact the Hazardous Materials Coordinator at (925) 454-2361.

173. The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire mains and fire hydrant locations only. Plan check comments and approvals DO NOT INCLUDE:

- Installation of the on-site fire mains and fire hydrants. Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval.
- Backflow prevention or connections to the public water mains.

174. Electrical conduit shall be provided to each fire protection system control valve including all valve(s) at the water connections. The Livermore-Pleasanton Fire Department requires electronic supervision of all valves for automatic sprinkler systems and fire protection systems.
175. The following items will be provided prior to any construction above the foundation or slab. NOTE: Periodic inspections will be made for compliance.
- a. Emergency vehicle access shall be provided to the site, including the area where construction is occurring. If Public Works improvements are part of the project to access the site, an emergency vehicle access plan shall be submitted for review and approval.
 - b. Multifamily residential developments: Projects having more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.
 - c. Emergency vehicle access shall be a minimum of 20 feet in clear width. A clear height free of obstructions (power, cable, telephone lines, tree limbs, etc.) is required. This clearance shall be a minimum of 13-feet, 6-inches. Inside turning radius of 45 feet and outside turning radius of 55 feet shall be provided.
 - d. The carrying capacity of the access route(s) shall be 69,000 pounds under all weather conditions.
 - e. Designated construction material storage and construction worker parking shall not obstruct the emergency vehicle access route(s).
 - f. On-site fire hydrants shall be in service. Fire hydrants shall be flushed and all valves open.
 - g. On-site fire hydrants shall not be obstructed and shall be sufficiently above grade to have all hydrant valves and outlets accessible for emergency use.
 - h. Where a project is phased as part of the development approved by the City, specific access, water supply and fire hydrant installations will be required as part of each phase. As needed a phasing plan with these improvements will be required.
 - i. Where on-site grading/utility plans are submitted for review and approval prior to building construction drawings, emergency vehicle access routes, fire hydrant locations, material staging areas, etc. shall be provided.

Community Development Department

176. The project applicant/developer shall submit a refundable cash bond for hazard and erosion control. The amount of this bond will be determined by the Director of Community Development. The cash bond will be retained by the City until all the permanent landscaping is installed for the development, including individual lots, unless otherwise approved by the department.
177. The project developer shall submit a written dust control plan or procedure as part of the building permit plans.
178. If any prehistoric or historic artifacts, or other indication of cultural resources are found once the project construction is underway, all work must stop within 20 meters (66 feet) of the find. A qualified archaeologist shall be consulted for an immediate evaluation of the find prior to resuming groundbreaking construction activities within 20 meters of the find. If the find is determined to be an important archaeological resource, the resource shall be either avoided, if feasible, or recovered consistent with the requirements of Appendix K of the State CEQA Guidelines. In the event of discovery or recognition of any human remains in any on-site location, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the County coroner has determined, in accordance with any law concerning investigation of the circumstances, the manner and cause of death and has made recommendations concerning treatment and dispositions of the human remains to the person responsible for the excavation, or to his/her authorized representative. A similar note shall appear on the improvement plans.
179. All existing wells on the site shall be removed or sealed, filled and abandoned pursuant to Alameda County Ordinance 73-68, prior to the start of grading operations. Wells shall be destroyed in accordance with the procedures outlined on the permit obtained from Zone 7. Zone 7 may request the developer/subdivider to retain specific wells for monitoring the ground water. The developer/subdivider shall notify the City of Zone 7's desire to retain any well and make provisions to save the well. Additionally, the developer/subdivider may request special approval for temporary use of an existing well for construction water or a more permanent use such as non potable outdoor landscaping. The developer/subdivider shall make such request in writing to the City Engineer.

CODE CONDITIONS

(Applicants/Developers are responsible for complying with all applicable Federal, State and City codes and regulations regardless of whether or not the requirements are part of this list. The following items are provided for the purpose of highlighting key requirements.)

Planning Division

180. At no time shall balloons, banners, pennants, or other attention-getting devices be utilized on the site except as allowed by Section 18.96.060 K of the Zoning Ordinance for grand openings or by Section 18.116.040 of the Zoning Ordinance if approved as part of a temporary conditional use permit. At no time shall spot lighting be used in conjunction with such grand openings and/or promotional events.

Building and Safety Division

181. The project developer shall submit a building survey and/or record of survey and a site development plan in accordance with the provisions of Chapter 18.68 of the Municipal Code of the City of Pleasanton. These plans shall be approved by the Chief Building and Safety Official prior to the issuance of a building permit. The site development plan shall include all required information to design and construct site, grading, paving, drainage, and utilities.
182. The project developer shall post address numerals on the buildings so as to be plainly visible from all adjoining streets or driveways during both daylight and night time hours.
183. The buildings covered by this approval shall be designed and constructed to meet Title 24 state energy requirements.
184. All building and/or structural plans must comply with all codes and ordinances in effect before the Building and Safety Division will issue permits.

Fire Department

185. All construction covered by this approval shall conform to the requirements of the California Building Code currently in effect, the California Fire Code currently in effect, and the City of Pleasanton Ordinance 2015. All required permits shall be obtained.
186. Fire alarm systems shall be provided and installed in accordance with the CFC currently in effect, the City of Pleasanton Ordinance 2015 and 2002 NFPA 72 - National Fire Alarm Code. Notification appliances and manual fire alarm boxes shall be provided in all areas consistent with the definition of a notification zone (notification zones coincide with the smoke and fire zones of a building). Shop

drawings shall be submitted for permit issuance in compliance with the CFC currently in effect.

187. City of Pleasanton Ordinance 2015 requires that all new and existing occupancies be provided with an approved key box from the Knox Company as specified by the Fire Department. The applicant/developer is responsible for obtaining approval for the location and the number of boxes from the Fire Prevention Bureau. Information and application for the Knox Box is available through their website or the Fire Prevention Bureau. The applicant/developer and/or responsible party shall be responsible for providing tenant space building access keys for insertion into the Knox Box prior to final inspection by the Fire Department. Keys shall have permanent marked tags identifying address and/or specific doors/areas accessible with said key.
188. Underground fire mains, fire hydrants and control valves shall be installed in conformance with the most recently adopted edition of NFPA Pamphlet 24, "Outside Protection."
 - The underground pipeline contractor shall submit a minimum of three (3) sets of installation drawings to the Fire Department Fire Prevention Bureau. The plans shall have the contractor's wet stamp indicating the California contractor license type and license number and must be signed. No underground pipeline inspections will be conducted prior to issuance of approved plans.
 - All underground fire protection work shall require a California contractor's license type as follows: C-16, C-34, C-36 or A.
 - All field-testing and inspection of piping joints shall be conducted prior to covering of any pipeline.
189. Dead-end fire service water mains shall not exceed 500 feet in length and/or have more than five Fire Department appliances* shall be looped around the site or building and have a minimum of two points of water supply or street connection. Zone valves shall be installed as recommended under NFPA, Pamphlet 24 and the Fire Marshal.

*Note: Fire Department appliances are classified as fire sprinkler system risers, fire hydrants, and/or standpipes.
190. Portable fire extinguisher(s) shall be provided and installed in accordance with the California Fire Code currently in effect and Fire Code Standard #10-1. Minimum approved size for all portable fire extinguishers shall be 2A 10B:C.

191. All buildings undergoing construction, alteration or demolition shall comply with Chapter 14 (California Fire Code currently in effect) pertaining to the use of any hazardous materials, flame-producing devices, asphalt/tar kettles, etc.

URBAN STORMWATER CONDITIONS

192. The project shall comply with the City of Pleasanton's Stormwater NPDES Permit #CAS612008, dated October 14, 2009 and amendments (hereafter referred to as NPDES Permit). This NPDES Permit is issued by the California Regional Water Quality Control Board, San Francisco Bay Region (hereafter referred to as Regional Water Quality Control Board). Information related to the NPDES Permit is available at the City of Pleasanton Community Development Department, Engineering Division, and on line at:

- <http://www.ci.pleasanton.ca.us/business/planning/StormWater.html>
- [http://www.waterboards.ca.gov/sanfranciscobay/water issues/programs /storm water/Municipal/index.shtml](http://www.waterboards.ca.gov/sanfranciscobay/water%20issues/programs/storm%20water/Municipal/index.shtml)

Design Requirements

193. NPDES Permit design requirements include, but are not limited to, the following:
- a. Source control, site design implementation, and maintenance standards when a regulated project (such as a commercial development, and residential subdivision) creates and/or replaces 10,000 square feet or more of impervious surface, including roof area, streets, and sidewalk.
 - b. Hydromodification standards when a regulated project creates and/or replaces a total impervious area of one acre or more.
 - c. Compliance with a Diazinon pollutant reduction plan (Pesticide Plan) to reduce or substitute pesticide use with less toxic alternatives.
 - d. Compliance with a Copper Pollutant Reduction Plan and a Mercury Pollutant Reduction Plan.
194. The following requirements shall be incorporated into the project:
- a. The project developer shall submit a final grading and drainage plan prepared by a licensed civil engineer depicting all final grades and onsite drainage control measures including bioretention swales. Irrigated bioretention swales shall be designed to maximize stormwater entry at their most upstream point. The grading and drainage plans shall be subject to the review and approval of the City Engineer prior to the issuance of a grading or building permit, whichever is sooner.

- b. In addition to natural controls, the project developer may be required to install a structural control(s), such as an oil/water separator(s), sand filter(s), or approved equal(s) in the parking lot and/or on the site to intercept and pre-treat stormwater prior to reaching the storm drain. The design, location(s), and a schedule for maintaining the separator shall be submitted to the City Engineer/Chief Building Official for review and approval prior to the issuance of a grading or building permit, whichever is sooner. The structural control shall be cleaned at least twice a year (once immediately prior to October 15 and once in January).
- c. The project developer shall submit to the City Engineer the sizing design criteria and calculations for a hydromodification facility, if required, and for the treatment of stormwater runoff. The design criteria and calculations shall be subject to the review and approval of the City Engineer and shall be submitted prior to the issuance of a grading or building permit, whichever is sooner.
- d. Building/Structures shall be designed to minimize the occurrence and entry of pests into buildings, thus minimizing the need for pesticides, as determined by the Chief Building Official prior to the issuance of a building permit.
- e. The project's landscape and irrigation plans shall be designed to:
 - 1) minimize the use of fertilizers and pesticides that can contribute to stormwater pollution; and
 - 2) promote surface infiltration. Prior to the installation of project landscaping and irrigation, the project landscape architect shall submit a landscaping and irrigation plan to the City Engineer for review and approval and submit written verification stating the project incorporates the following:
 - i. Plants tolerant of saturated soil conditions and prolonged exposure to water in areas that provide detention of water.
 - ii. Plants and soil amendments appropriate to site specific characteristics such as topography and climate.
 - iii. Landscaping and irrigation consistent with Bay-Friendly Landscaping.
 - iv. Water conservation techniques to promote surface infiltration.
- f. Trash dumpsters and recycling containers shall be in an enclosed and roofed area to minimize water flowing in and from the area and to contain litter and trash to minimize disbursement by the wind or runoff. These areas shall not drain to the storm drain system, but to the sanitary sewer system and an area drain shall be installed in the enclosure area with a

structural control such as an oil/water separator or sand filter. No other area shall drain into the trash enclosure; a ridge or a berm shall be constructed to prevent such drainage if found necessary by the City Engineer/Chief Building Official. A sign shall be posted prohibiting the dumping of hazardous materials into the sanitary sewer. The project developer shall notify the Dublin San Ramon Services District of the sanitary sewer connection and provide written verification of such notification to the City Engineer/Chief Building Official prior to the installation of the connection.

- g. All paved outdoor storage areas shall be designed to minimize pollutant runoff. Bulk materials stored outdoors that may contribute to the pollution of stormwater runoff must be covered as deemed appropriate by the City Engineer/Chief Building.
- h. All metal roofs, gutters, and downspouts shall be finished with rust-inhibitive finish/paint as determined by the Chief Building Official.
- i. All projects using architectural copper roofing, gutters, downspouts, etc., shall utilize the following Best Management Practices for the use and maintenance:
 - a. During installation, copper material shall be pre-patinated at the factory, if available. If patination is done on-site, collect the rinse water in a tank and haul off-site for disposal. With prior authorization from Dublin San Ramon Services District (DSRSD), the rinse water may be collected in a tank and discharged to the sanitary sewer. Consider coating the copper materials with a clear coating that prevents further corrosion and stormwater pollution. The clear coating, if utilized, shall be reapplied (as recommended by the coating manufacturer) to maintain its efficacy.
 - b. During maintenance (e.g., washing or re-patination), the following applies:
 - i. Minimize washing of architectural copper as it damages the patina and any protective coating.
 - ii. Block storm drain inlets as needed to prevent runoff from entering storm drains.
 - iii. Collect the wash or rinse water in a tank and dispose off-site or (with prior authorization from DSRSD), discharge the wash or rinse water to the sanitary sewer.

- j. Roof drains shall drain away from the building foundation. Flow shall drain to a bio-retention area for treatment prior to leaving the site as determined by the City Engineer/Chief Building Official.
- k. There shall be no direct roof leaders connected to the street gutter or storm drain system, unless otherwise approved by the City Engineer.

Construction Requirements

The project shall comply with the "Construction General Permit" requirements of the NPDES Permit for construction activities (including other land disturbing activities) that disturb one acre or more (including smaller sites that are part of a larger common plan of development).

Information related to the Construction General Permit is on line at:

- <http://www.waterboards.ca.gov/waterissues/programs/stormwater/construction.shtml>
- <http://www.waterboards.ca.gov/waterissues/programs/stormwater/docs/financialstpermit.pdf>

195. The Construction General Permit's requirements include, but are not limited to, the following:
 - a. The project developer shall obtain a construction general permit (NOI) from the Regional Water Quality Control Board to discharge stormwater, and to develop and implement stormwater pollution prevention plans.
 - b. The project developer shall submit a Stormwater Pollution Prevention Plan (SWPPP) to the City Engineer/Chief Building Official for review and approval prior to the issuance of a grading or building permit, whichever is sooner. A copy of the approved SWPPP, including all approved amendments, shall be available at the project site for City, review until all engineering and building work is complete and City permits have been finalized. A site specific SWPPP must be combined with proper and timely installation of the BMPs, thorough and frequent inspections, maintenance, and documentations. SWPPP for projects shall be kept up to date with the projects' progress. Failure to comply with the most updated construction SWPPP may result in the issuance of correction notices, citations, and/ or stop work orders.
 - c. The project developer is responsible for implementing the following Best Management Practices (BMPs). These, as well as any other applicable measures, shall be included in the SWPPP and implemented as approved by the City.

- i. The project developer shall include erosion control/stormwater quality measures on the project grading plan which shall specifically address measures to prevent soil, dirt, and debris from entering the public storm drain system. Such measures may include, but are not limited to, hydroseeding, hay bales, sandbags, and siltation fences and shall be subject to the review and approval of the City Engineer/Chief Building Official. If no grading plan is required, necessary erosion control/stormwater quality measures shall be shown on the site plan submitted for a building permit, and shall be subject to the review and approval of the Building and Safety Division. The project developer is responsible for ensuring that the contractor is aware of and implements such measures.
- ii. All cut and fill slopes shall be revegetated and stabilized after completion of grading, but in no case later than October 15. Hydroseeding shall be accomplished before September 15 and irrigated with a temporary irrigation system to ensure that the vegetated areas are established before October 15. No grading shall occur between October 15 and April 15 unless approved erosion control/stormwater quality measures are in place, subject to the approval of City Engineer/Chief Building Official. Such measures shall be maintained until such time as permanent landscaping is in place.
- iii. Gather all sorted construction debris on a regular basis and place them in the appropriate container for recycling to be emptied at least on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater runoff pollution.
- iv. Remove all dirt, gravel, rubbish, refuse, and green waste from the street pavement and storm drains adjoining the site. Limit construction access routes onto the site and place gravel on them. Do not drive vehicles and equipment off paved or graveled areas during wet weather. Broom sweep the street pavement adjoining the project site on a daily basis. Scrape caked on mud and dirt from these areas before sweeping.
- v. Install filter materials (such as sandbags, filter fabric, etc.) at the storm drain inlet nearest the downstream side of the project site in order to retain any debris or dirt flowing in the storm drain system. Maintain and/or replace filter materials to ensure effectiveness and to prevent street flooding.
- vi. Create a contained and covered area on the site for the storage of cement, paints, oils, fertilizers, pesticides, or other materials used

on the site that have the potential of being discharged into the storm drain system by being windblown or in the event of a material spill.

- vii. Never clean machinery, equipment, tools, brushes, or rinse containers into a street, gutter, or storm drain.
- viii. Ensure that concrete/gunite supply trucks or concrete/plaster operations do not discharge wash water into a street, gutter, or storm drain.
- ix. Equipment fueling area: Use an off-site fueling station.
- x. Concrete wash area: 1) locate wash out area away from storm drains and open ditches; 2) construct a temporary pit large enough to store the liquid and solid waste; 3) clean the pit by allowing concrete to set; 4) break up the concrete; and then 5) recycle or dispose of properly.
- xi. Equipment and vehicle maintenance area: Use an off-site repair shop.

196. Within 30 days of the installation and testing of the stormwater treatment and hydromodification facilities, the designer of the site shall submit a letter to City Project Inspector/Construction Services Manager certifying the devices have been constructed in accordance with the approved plans for stormwater and C3 design for the project. The letter shall request an inspection by City staff.

Operation and Maintenance Requirements

The project shall comply with the operation and maintenance requirements of the NPDES Permit. All regulated projects (such as a commercial development and residential subdivision) that create and/or replace 10,000 square feet or more of impervious areas shall enter into a recorded Stormwater Operation and Maintenance (O&M) Agreement for treating stormwater runoff from the site in perpetuity. The agreement is required to be recorded at the Alameda County Recorder's Office in a format approved by City.

197. The Operation and Maintenance Agreement shall clarify that the property owner(s) of the site shall be responsible for the following in perpetuity:
- a. Maintaining all private stormwater treatment measures on the project site.
 - b. Annually submitting a maintenance report to the City Operations Services Department, Utilities Division, addressing the implementation of the Operation and Maintenance Agreement requirements.

The final Operation and Maintenance Agreement shall be submitted to the Engineering Division prior to the issuing grading or building permit, whichever comes first. The Agreement is subject to review and approval of the City Engineer/City Attorney, prior to recordation.

198. The Operation and Maintenance Agreement responsibilities shall include, but not be limited to the following:
- a. Repainting text near the drain inlets to state “No Dumping – Drains to Bay.”
 - b. Ensuring maintenance of landscaping with minimal pesticide and fertilizer use.
 - c. Ensuring no one is disposing of hazardous materials into storm drains.
 - d. Cleaning all on-site storm drains at least twice a year with one cleaning immediately prior to the rainy season. The City may require additional cleanings.
 - e. Sweeping regularly but not less than once a month, driveways, sidewalks and paved areas to minimize the accumulation of litter and debris. Corners and hard to reach areas shall be swept manually. Debris from pressure washing shall be trapped and collected to prevent entry into the storm drain system. Wastewater containing any soap, cleaning agent or degreaser shall not be discharged into the storm drain.
 - f. Mowing and removing clippings from vegetated swales with grasses on a regular basis.

RESOLUTION NO. 13-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON, APPROVING THE AFFORDABLE HOUSING AGREEMENT BETWEEN THE CITY OF PLEASANTON AND RING FINANCIAL, INC., AS FILED UNDER CASE NO. PUD-87.

WHEREAS, Ring Financial, Inc., has made an application to the City for an Affordable Housing Agreement for the construction of a high-density residential/commercial development located at 3150 Bernal Avenue., filed under Case No. PUD-87; and

WHEREAS, the Pleasanton Housing Commission reviewed the Affordable Housing Agreement at its duly-noticed public hearing of June 20, 2013; and

WHEREAS, a duly-noticed public hearing was held by the City Council on August 6, 2013, at which time the public was given the opportunity to comment on the Affordable Housing Agreement; and

WHEREAS, the City Council considered all the information presented at the public hearing regarding the terms of the Affordable Housing Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES RESOLVE, DECLARE, DETERMINE, AND ORDER THE FOLLOWING:

SECTION 1. Finds that the proposed Affordable Housing Agreement between the City of Pleasanton and Ring Financial, Inc., is consistent with the City's General Plan and the objectives of the City's affordable housing policies.

SECTION 2. Approves the Affordable Housing Agreement between the City of Pleasanton and Ring Financial, Inc., a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and authorizes the City Manager to execute the Affordable Housing Agreement in generally the form attached as Exhibit A.

SECTION 3. This resolution shall become effective immediately upon the effective date of the ordinances approving the PUD development plan and development agreement for this project.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on August 6, 2013.

I, Karen Diaz, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the 6th day of August 2013, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Jonathan Lowell, City Attorney

**Recorded at the Request of
and when recorded, return to:**

**City of Pleasanton
P.O. Box 520
Pleasanton, CA 94566**

Exempt per Gov. Code §27383

AFFORDABLE HOUSING AGREEMENT

This **AFFORDABLE HOUSING AGREEMENT** ("Agreement") is made this _____ day of _____, 2013, by the **CITY OF PLEASANTON**, a Municipal Corporation ("City"), and **RING FINANCIAL, INC.**, a California corporation ("Developer").

Recitals

- A. Developer currently owns a legal or equitable interest in a 16-acre site at 3150 Bernal Avenue, Pleasanton, California, more particularly described in Attachment 1 attached hereto and incorporated herein by reference (the "Property").
- B. For the Property, Developer has obtained all necessary entitlements to develop a mixed use project including 345 apartment units, approximately 38,781 square feet of commercial/retail development, parking areas and related on-site and off-site improvements (collectively the "Project").
- C. Developer and the City wish to make a certain number of the apartment units within the Project available to households with incomes between one hundred percent (100%) (median income) and fifty percent (50%) (very-low income) of the Area Median Income.
- D. Area Median Income (AMI) shall mean the area median income for the San Francisco-Oakland-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 Housing and Urban Development (HUD) pursuant to Section 8 of the United States Housing Act of 1937 or any successor statute.
- E. Execution of this Agreement meets the requirements of the City's Inclusionary Zoning Ordinance 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:

1. Of the 345 apartment units, 52 shall be "Affordable" units. Developer shall make ten (10) Affordable units available for rent to households at or below 50% of the Area Median Income, seventeen (17) Affordable units available for rent to households at or below 80% of the Area Median Income, and twenty-five (25) Affordable units available for rent at or below 100% of the Area Median Income as set forth herein. The Affordable units shall be consistent with the following:

- A. The Affordable unit mix shall be as follows:

Unit Type	Very Low Income (50% of AMI)	Low Income (80% of AMI)	Median Income (100% of AMI)
Studio	6	2	8
1 Bedroom	3	4	5
2 Bedroom	1	6	7
3 Bedroom	0	5	5
Total	10	17	25

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

Unit Type	Household Size
Studio Unit	One (1) person household
1 Bedroom Unit	Two (2) person household
2 Bedroom Unit	Three(3) person household
3 Bedroom Unit	Five (5) person household

- C. The monthly rent for each of the Affordable units shall be calculated based on the following:

- (i) The twenty-five (25) Affordable units at Median Income shall not exceed one-twelfth of 100 % of the Area Median Income adjusted for the household sizes listed in Section B above multiplied by 30%.
- (ii) The seventeen (17) Affordable units at Low Income shall not exceed one-twelfth of 80 % of the Area Median Income adjusted for the household sizes listed in Section B above multiplied by 30%.
- (iii) The ten (10) Affordable units at Very Low Income shall not exceed one-twelfth of 50 % of the Area Median Income adjusted for the household sizes listed in Section B above multiplied by 30%.

- D. Rent for Affordable units shall be based on the AMI at the time of the City issues Certificate of Occupancy and shall adjust consistent with adjustment 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 15 months of the previous revision, rents 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.

- E. The rents described herein shall exclude utilities in the broadest sense, including, but not limited to gas, electricity, water, garbage, television cable, telephone, and internet service; provided, however, that if any or all of such utilities are offered at no cost to market rate units they shall also be offered at no cost to the Affordable units.
 - F. The Affordable units shall be dispersed throughout the Project unless otherwise approved by the City. The Affordable units shall not be fixed in the Project and may change depending on vacancies.
 - G. The Affordable units shall have the same interior standards of quality (e.g., appliances, interior features/amenities, services, etc.) as the market rate units.
 - H. All Affordable units shall be rented to qualified applicants in accordance with the City's Preference System, as may be amended, with the most current version set forth in Attachment 2.
 - I. Once each year, the Developer (or the Developer's successor in interest) shall provide the City a report detailing the average annual income of tenants occupying the Affordable units for each of the income categories listed in Section 1(A) above, the number persons in each household occupying the Affordable units, the number of vacancies and new rentals during the year for the Affordable units.
 - J. All Affordable units shall be subject to this Agreement for perpetuity.
2. The Developer, with City consultation, shall assume all responsibility to market the Affordable units. Marketing shall be in accordance with City eligibility and income guidelines in-conformance with the City's Preference System. Marketing material, leases, rent-up schedules and-other printed material related to the Affordable units is subject to City approval.
 3. One of the Affordable 1-bedroom units, one Affordable 2-bedroom unit, and one Affordable 3-bedroom unit as included in 1(A) above shall be fully accessible for the physically disabled. Unit design shall include amenities such as grab bars in bathrooms, modified case work, wide doors, sufficient clear floor space for wheelchairs, lower countertop segments, seats at bathing fixtures, knee space under sinks and counters, switches and controls in easily reached locations, entrances free of steps and stairs, an accessible route through the units, and other amenities deemed significant for disabled access. Developer may utilize adaptable design features such as removable grab bars, concealed knee space under sinks and adjustable counterparts as approved by City to facilitate non-disabled tenants. Developer shall market the availability of these units to disability support groups and maintain an active waiting list of interested disabled persons, but may rent to any applicant if a qualified disabled applicant is not available for a period of twenty-one (21) days after the initial marketing. If the disabled unit is rented to a non-disabled person, Developer shall attempt to facilitate relocation to a non-disabled unit should a qualified disabled applicant become available.

4. Developer shall accept Section 8 vouchers as a means of assisting qualified applicants/residents.
5. In lieu of providing any Affordable units required hereunder and in full satisfaction of all requirements of Developer under this Agreement, City may elect, not later than the first to occur of one year after the effective date of this Agreement or forty-five (45) days after Developer notifies City in writing of its intent to apply for a building permit, to require a one time in-lieu fee in the amount of Four Million Five Hundred Thousand Dollars (\$4,500,000), which shall be payable upon certificates of occupancy.
6. This Agreement shall be recorded in Alameda County and shall run with the land.

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

CITY:

CITY OF PLEASANTON, a Municipal Corporation

By: _____
Nelson Fialho
City Manager

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Jonathan P. Lowell, City Attorney

DEVELOPER:

RING FINANCIAL, INC., a California corporation

By: _____
Name: _____
Title: _____

Attachments:

1. Legal Description
2. City of Pleasanton Preference System

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2013 before me _____,
personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2013 before me _____,
personally appeared _____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

ATTACHMENT 1

LEGAL DESCRIPTION

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

ATTACHMENT 2
CITY'S PREFERENCE SYSTEM

[Attached]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLEASANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLEASANTON AND RING FINANCIAL, INC.

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

WHEREAS, Ring Financial, Inc. has applied to the City for a development agreement concerning its PUD development plan application for a high-density residential/commercial development filed under Case No. PUD-87 (“the Project”); and

WHEREAS, after public notice, on July 10, 2013, the Planning Commission held a hearing and recommended approval of the Development Agreement; and

WHEREAS, at its meeting of August 6, 2013, the City Council reviewed the staff report from the Director of Community Development together with a copy of the staff report to the Planning Commission on this matter; and

WHEREAS, on August 6, 2013, a duly-noticed public hearing was held by the City Council, at which time the applicant and members of the public were offered an opportunity to present evidence regarding the development agreement; and

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

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

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

Section 1. Approves the Development Agreement between the City of Pleasanton and Ring Financial, Inc., a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, and authorizes the City Manager to sign the Development Agreement.

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

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

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Pleasanton on August 6, 2013, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

And adopted at a regular meeting of the City Council of the City of Pleasanton on _____, 2013, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Jerry Thorne, Mayor

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Jonathan P. Lowell, City Attorney

**RECORDING REQUESTED BY
AND WHEN RECORDED 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

**DEVELOPMENT AGREEMENT
FOR AUF DER MAUR/RICKENBACH SITE**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into in the City of Pleasanton on this _____ day of _____, 2013, by and between the CITY OF PLEASANTON, a municipal corporation ("**City**"), and RING FINANCIAL, INC., a California corporation ("**Developer**"), pursuant to the authority of California Government Code sections 65864 *et seq.* City and Developer are sometimes referred to herein individually as a "party" and collectively as the "parties."

RECITALS

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

B. Developer has a legal or equitable interest in certain undeveloped real property located in the City of Pleasanton, County of Alameda, California consisting of approximately 16 acres located at 3150 Bernal Avenue, as more particularly described in **DA Exhibit A-1** attached hereto, and as diagrammed in **DA Exhibit A-2** attached hereto (the "**Project Site**"). Developer anticipates developing at the Project Site a sustainable mixed use village known as "The Vintage," including 345 apartments, approximately 39,000 square feet of retail uses, parking areas, and related on-site and off-site improvements (the "**Project**"), all as more particularly described in the Project Approvals (defined below).

C. In October 2010, the City Council confirmed an 11-member Housing Element Task Force ("**Task Force**") with the mission to oversee the update of the City's Housing Element. After nine Task Force meetings, four community workshops, input from housing experts, and extensive community input, the Task Force recommended a draft list of sites for rezoning to residential uses. On recommendation of the Planning Commission, the City Council, following duly noticed public hearings, approved: a General Plan Amendment to change the land use designation of the Project Site from "Retail/Highway/Service Commercial Business and Professional Offices" to "High Density Residential" (on 11.5 acres of the Project Site, hereinafter referred to as the "**Residential Parcel**") and to "Retail/Highway/Service Commercial Business

and Professional Offices" (on 4.5 acres of the Project Site, hereinafter referred to as the "**Retail Parcel**"); and the rezoning of the Project Site, as one of nine rezoned sites, to Planned Unit Development-High Density Residential (PUD-HDR) and Commercial (PUD-C) Districts, to allow high-density residential use on the Residential Parcel and retail uses on the Retail Parcel, consistent with the Task Force recommendations, the Housing Commission recommendations from its November 17, 2011 hearing and the direction of the Planning Commission-City Council Joint Workshop held December 6, 2011.

D. City has undertaken several actions to meet its Regional Housing Needs Allocation ("**RHNA**") and to review and plan for future housing and retail uses on the Project Site, including, without limitation, the following:

(1) CEQA Compliance. A Supplemental Environmental Impact Report was prepared and, on January 4, 2012, certified by City for the City of Pleasanton Housing Element and Climate Action Plan General Plan Amendment ("**Housing Element EIR**") and Rezoning. In connection with the Housing Element EIR, City also adopted a Mitigation Monitoring and Reporting Program ("**MMRP**"), portions of which were made applicable to the Project Site. The Housing Element EIR anticipated that a high-density residential project of 345 residential units and up to 40,000 square feet of retail space would be constructed on the Project Site. Upon receipt of Developer's project applications, City prepared and considered an Addendum to the Housing Element EIR and determined that the Housing Element EIR fully analyzed all the impacts of the Project.

(2) General Plan Amendment. As referenced in Recital C above, following review and recommendation by the City Planning Commission and after duly noticed public hearings and certification of the Housing Element EIR, the City Council, by Resolution No. 12-494, approved a General Plan Amendment changing the land use designation of the Project Site from "Retail/Highway//Service Commercial Business and Professional Offices" to "High Density Residential" (11.5 acres) and "Retail/Highway/Service Commercial Business and Professional Offices" (4.5 acres) (the "**GPA**").

(3) PUD Modification. As referenced in Recital C above, following review and recommendation by the City Planning Commission and after a duly noticed public hearing and certification of the Housing Element EIR, the City Council, by Ordinance 2032, approved a modification to the Planned Unit Development ("**PUD**") for the Stanley Business Park (PUD 81-25) that rezoned the Project Site from the Planned Unit Development - Commercial (PUD-C) District to the Planned Unit Development - High Density Residential (PUD-HDR) and Commercial (PUD-C) Districts, with a minimum density of 30 units/acre allowed on the Residential Parcel and the same uses allowed and development standards applicable to the Retail Parcel as those of the C-N (Neighborhood Commercial) District (the "**PUD Modification**").

(4) Housing Site Development Standards and Design Guidelines. On September 4, 2012, the City Council adopted the Housing Site Development Standards and Design Guidelines ("**Design Guidelines**") to guide development on the rezoned sites, including the Residential Parcel of the Project Site.

(5) PUD Development Plan and Design Review. Following review and recommendation by the City Planning Commission and after a duly noticed public hearing, preparation and consideration of an Addendum to the Housing Element EIR and approval of the GPA and the PUD Modification, the City Council, by Ordinance No. _____, approved the PUD Development Plan (PUD-87) for the Project as more particularly described in attached **DA Exhibit B** (the "**Project Design Review**").

(6) Growth Management Agreement. Following review and approval of the Project Design Review, the City Council, by Resolution No. 13-____ determined that it was in the best interests of the City to approve a Growth Management Agreement covering the Project Site (the "**GMA**") and further determined that the City's obligations to meet its RHNA is best served if City issues the residential and retail building permits for the Project Site consistent with the GMA.

(7) Affordable Housing Agreement. Following review and recommendation of the Housing Commission and after a duly noticed public hearing, the City Council, by Resolution No. 13-____, approved an Affordable Housing Agreement covering the Residential Parcel of the Project Site (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, PUD 81-25 as amended by the PUD Modification, and PUD-87, and approved this Agreement.

The approvals described in this Recital D are collectively referred to herein as the "**Project Approvals**."

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

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

AGREEMENT

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

Section 1.3 Term. The term of this Agreement shall commence on the Effective Date and expire ten (10) years thereafter (the "**Term**").

ARTICLE 2

Standards, Laws and Procedures Governing the Project

Section 2.1 Vested Right To Develop. 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 4.4 below) (as and when issued), the Applicable Law (defined below) and any amendments to the Subsequent Approvals or this Agreement as shall, from time to time, be approved pursuant to this Agreement. Without limiting the preceding sentence, while Developer contemplates developing the Project Site in accordance with the Project Design Review, Developer shall have the vested right to develop the Project Site with 345 apartment units, up to 39,000 square feet of retail uses, surface parking, and related site improvements, in accordance with the PUD Development Plan and PUD Modification.

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, as and when they are issued (but not in any limitation of any right to develop as set forth in the Project Approvals), any Subsequent Approvals (defined below).

Section 2.3 Applicable Law. "Applicable Law" shall mean, collectively, the Project Approvals and the other existing (as of the Effective Date) rules, regulations, official policies, standards and specifications governing permitted uses of the Project Site, governing density, and governing the design, improvements, the City's Residential Growth Management Program (as set forth in Chapter 17.36 of the Pleasanton Municipal Code), and applicable City regulations, and construction standards and specifications applicable to the Project Site as set forth in this Agreement and the Project Approvals, and in force and effect on the Effective Date. During the Term, to the extent there are any conflicts between the Project Approvals (including but not limited to conditions to any of the Project Approvals) and this Agreement, the terms and conditions of this Agreement shall govern. Further, the parties further acknowledge that the GMA, once approved, is a vested element of this Agreement, notwithstanding subsequent RHNA cycles, or existing timing provisions or subsequent changes to the City's Growth Management Ordinance (the "**GMO**"). Further, during the Term, to the extent there are any conflicts between the GMA and the GMO, the terms and conditions of the GMA shall govern.

Section 2.4 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 Government Code section 8558), if any ordinance, resolution or other measure is enacted subsequent to the Effective Date, whether by action of City, by initiative, referendum, or

otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development 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 of this Agreement or the term otherwise applicable to such Project Approval or Subsequent Approval if this Agreement is no longer in effect. The Term of this Agreement, any other Project Approval or Subsequent Approval shall 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.

Section 2.6 Development Timing. Subject to Applicable Law, including the GMA, Developer shall have the right to develop the Project on the Project Site in such order and at such rate and at such times, if any, as Developer deems appropriate within the exercise of its subjective business judgment.

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**").

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. The parties acknowledge that many of Developer's long term obligations set forth in this Agreement are in addition to Developer's agreement to perform all the mitigation measures identified in the MMRP and specifically applicable to the Project Site.

Section 3.2 City Development Fees and Exactions. Notwithstanding any provision herein to the contrary, Developer shall pay to City, in accordance with and subject to this Article 3, only those types and amounts of development impact fees and exactions, and other building permit and development-related fees, which are in effect as of the Effective Date. Included within attached **DA Exhibit C** is a complete list of the types and amounts of City development impact fees and exactions applicable to the Project (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 3.8) (all such other fees collectible by City for its own account are hereinafter referred to collectively as "Other City Fees"). During the

Term of this Agreement, Developer shall pay only those periodic cost of living or similar indexed increases, decreases or adjustments to City Impact Fees and Other City Fees as are applicable and in effect as of the Effective Date. Developer may defer payment of City Impact Fees (including but not limited to those set forth or referenced in Sections 3.3, 3.4(c) and 3.7) and Other City Fees (excluding those set forth in Section 3.6) until issuance of certificates of occupancy. Further, in the event Developer applies for multiple grading or building permits covering portions or phases of the Project, Developer shall only pay those City Impact Fees and Other City Fees (or prepare such study or studies) applicable to the portion or phase of the Project covered by the issued permits.

Section 3.3 Traffic Mitigation Measures; Traffic Impact Fees. Developer shall be obligated to mitigate the traffic related impacts of the Project in conformance with the Housing Element EIR, Mitigation Measure 4.N-7, which shall be deemed full compliance with General Plan policy, by complying with each of the following:

(a) Pleasanton Traffic Impact Fee. Developer shall pay to City the Pleasanton Traffic Impact Fee in accordance with the City's Non-NPID fee schedule in effect on the Effective Date of this Agreement, and

(b) Tri-Valley Transportation Committee Fee. Developer shall pay to the City the Tri-Valley Transportation Committee Fee as may be applicable.

Section 3.4 Below Market Rate Units

(a) Developer shall be obligated to comply with its obligations set forth in the AHA;

(b) City acknowledges and finds that in recognition and consideration of Developer's execution of the AHA, the Project is exempt from any obligation to pay the City's Lower Income Housing Fee; and

(c) As more particularly set forth in the AHA, in lieu of providing any affordable units and in full satisfaction of all requirements of Developer under the AHA, City may elect, not later than the first to occur of one year after the effective date of the AHA or forty-five (45) days after Developer notifies City in writing of its intent to apply for a building permit, to require a one time in-lieu fee in the amount of Four Million Five Hundred Thousand Dollars (\$4,500,000), which shall be payable prior to City's issuance of the first certificate of occupancy for a residential unit.

Section 3.5 School Fees. Developer shall pay school fees in accordance with a written agreement entered into, or to be entered into, between Developer and the Pleasanton Unified School District ("**PUSD**"), and Developer shall provide to City, prior to building permit issuance, PUSD's written confirmation of such agreement.

Section 3.6 Building Permit and Processing Fees.

(a) Building Permit. Subject to Section 3.2, Developer shall pay to City building permit fees in accordance with the City's building permit ordinance in effect as of the Effective Date.

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

Section 3.7 Park Fees. Consistent with, and in satisfaction of Developer's Quimby Act (Gov't Code section 66477) and City Park Fee Ordinance (Chapter 19.44 of the Pleasanton Municipal Code), Developer will pay City park fees totaling approximately Two Million Seven Hundred Thousand Dollars(\$2,700,000). The precise amount of this contribution will be determined in accordance with the terms of the City's Park Land Fee Ordinance (Ordinance No. 1605) in effect on the Effective Date. Developer acknowledges that the inhabitants of the Project will benefit whether the City elects to apply these funds to the acquisition of parkland or to park and recreational improvements to Tawny Park, Orloff Park, BMX Park, Lions Wayside Park, Delucchi Park, Staples Ranch Community Park, Alviso Adobe Community Park, Creekside Park, Bernal Community Park, Tennis and Community Park, Sports Park, and recreational trails, or a combination thereof.

Section 3.8 DSRSD and Zone 7 Fees. Included within attached **DA Exhibit C** is a list of fees collectible by City on account of the Dublin San Ramon Services District ("DSRSD") and Zone 7 Water Agency ("Zone 7") for sewer and water connections, respectively, for the Project. The parties acknowledge that DSRSD and Zone 7, and not City, control the amount of such fees, and Developer shall pay to City upon issuance of certificates of occupancy the amount of such fees then in effect or any such other amount that may be agreed upon in writing by Developer and DSRSD or Zone 7.

ARTICLE 4
City Obligations

Section 4.1 Protection of Vested Rights. To the maximum extent permitted by law, City shall take any and all actions as may be necessary or appropriate to ensure that the vested rights provided by this Agreement can be enjoyed by Developer and to prevent any City Law from invalidating or prevailing over all or any part of this Agreement. City shall cooperate with Developer and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. City shall not support, adopt, or enact any City Law, or take any other action which would violate the express provisions or intent of the Project Approvals or the Subsequent Approvals (defined below).

Section 4.2 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 for sewer, water and any other utilities or services as may be necessary or appropriate to serve the Project.

Section 4.3 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 4.4 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, vesting tentative map, lot line adjustments and/or parcel maps or subdivision maps (to create separate legal parcels for the Residential Parcel and the Retail Parcel), improvement agreements, grading permits, building permits, sewer and water connection permits, and certificates of occupancy. The Subsequent Approvals shall be deemed tools to implement those final policy decisions reflected by the Project Approvals and shall be issued by City so long as they comply with this Agreement and Applicable Law and are not inconsistent with the Project Approvals. Without limiting the preceding provisions of this Section 4.4 or Sections 2.10-2.2, City shall not (a) impose any conditions of approval or other requirements upon any Subsequent Approvals that conflict with any Project Approvals or that could prevent or materially increase the cost of development of the Project pursuant to the Project Approvals; or (b) require any further legislative level entitlements to enable Developer to build out the Project on the Project Site.

Section 4.5 Permitted Retail Uses. The retail uses listed on attached **DA Exhibit D** shall be deemed uses permitted on the Retail Parcel, without any requirement for a conditional use permit, notwithstanding any provision to the contrary in this Agreement or Applicable Law. Without limiting the preceding sentence, the other uses allowed on the Retail Parcel shall be those permitted or conditionally permitted under the C-N (Neighborhood Commercial) district.

ARTICLE 5 **Miscellaneous**

Section 5.1 Amendment to Project Approvals or Subsequent Approvals.

(a) Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to a Project Approval or Subsequent Approval, the Director of Community Development or his/her designee shall determine (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is substantially consistent with this Agreement and Applicable Law. If the Director of Community Development or his/her designee finds that the proposed amendment or modification is minor, substantially consistent with this Agreement and Applicable Law, and will result in no new significant impacts not addressed and mitigated in the Housing Element EIR and Addendum thereto, the amendment shall be determined to be an

"Administrative Project Amendment" and the Director of Community Development or his designee may, except to the extent otherwise required by law, approve the Administrative Project Amendment without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, minor increases or reductions in the density which do not affect the number of required affordable units as described in Section 3.4 above, minor increases or decreases in the intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, minor variations in color, changes in trail alignments, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Project Site diagram or Project Site legal description shall be treated as Administrative Project Amendments.

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

Section 5.2 Amendment of Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the parties hereto or their successors in interest, as follows:

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

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

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

Section 5.3 Cooperation in Event of Legal Challenge. In the event of an administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of this Agreement or any Project Approval or Subsequent Approval, the

parties shall cooperate in defending such action or proceeding. The parties shall use best efforts to select mutually agreeable legal counsel to defend such action, and Developer shall pay compensation for such legal counsel; provided, however, that such compensation shall include only compensation paid to counsel not otherwise employed as City staff and shall exclude, without limitation, City Attorney time and overhead costs and other City staff overhead costs and normal day-to-day business expenses incurred by City. Developer's obligation to pay for legal counsel shall not extend to fees incurred on appeal unless otherwise authorized by Developer. In the event City and Developer are unable to select mutually agreeable legal counsel to defend such action or proceeding, each party may select its own legal counsel at its own expense.

Section 5.4 Defaults. In the event City or Developer defaults under the terms of this Agreement, City or Developer shall have all rights and remedies provided under law. No default hereunder shall render invalid the lien of any deed of trust, mortgage or security interest in or upon the Project Site or any improvements or fixtures at any time located thereon.

Section 5.5 Periodic Review. Throughout the Term of this Agreement, at least once every twelve (12) months following the execution of this Agreement, City shall review the extent of good-faith compliance by Developer with the terms of this Agreement.

Section 5.6 California Law. This Agreement shall be construed and enforced in accordance with California Law.

Section 5.7 Attorneys Fees. In any legal action or other proceeding brought by either party to enforce or interpret a provision of this Agreement, or otherwise arising out of the subject matter of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and any related costs incurred in that proceeding in addition to any other relief to which it is entitled.

Section 5.8 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 5.9 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 5.10 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 including, without limitation, purchasers or ground lessees of lots, parcels or facilities.

Section 5.11 Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by telefacsimile (with original forwarded by regular U.S. Mail) 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
City Hall
123 Main Street
P.O. Box 520
Pleasanton, CA 94566
Attn: Nelson Fialho, City Manager
Telephone: (925) 931-5002
Facsimile: (925) 931-5482
- With Copies to: City of Pleasanton
City Hall
123 Main Street
P.O. Box 520
Pleasanton, CA 94566
Attn: Jonathan Lowell, City Attorney
Telephone: (925) 931-5015
Facsimile: (925) 931-5482
- If to Developer, to: Ring Financial, Inc.
1880 Century Park East, Suite 716
Los Angeles, CA 90067
Attn: Joe Marasco
Telephone: (310) 458-0458
Facsimile: (310) 458-9241
- With Copies to: Holland & Knight LLP
50 California Street, Suite 2800
San Francisco, CA 94111
Attn: David L. Preiss
Telephone: (415) 743-6914
Facsimile: (415) 743-6910

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

DA EXHIBIT A-1.....Legal Description of Project Site

DA EXHIBIT A-2.....Diagram of Project Site

DA EXHIBIT BPUD Development Plan

DA EXHIBIT CList of City Development Impact Fees and Exactions

DA EXHIBIT D.....Partial List of Permitted Retail Uses

Section 5.13 Entire Agreement, Counterparts and Exhibits. This Agreement is executed in two (2) duplicate counterparts, each of which is deemed to be an original. This Agreement consists of [____] pages and [____] exhibits which constitute 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 5.14 Estoppel Certificate. Developer may, at any time, and from time to time, deliver a written notice to City requesting City to certify in writing that: (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments entered into by the parties, and (c) to the knowledge of City, neither party is or has been in default under this Agreement, or if any such default has to City's knowledge occurred, describing the nature of any such event of default and any cure thereof. City shall execute and return such certificate to Developer within ten (10) days following City's receipt thereof, and if City fails so to do within such 10-day period, the information in Developer's notice shall conclusively be deemed true and correct in all respects. The Director of Community Development, on behalf of City, shall execute certificates requested by Developer hereunder. City acknowledges that any certificate hereunder may be relied upon by any transferee or mortgagee of any interest of Developer hereunder.

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

Section 5.16 Interpretation. Captions and headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. As used herein: (a) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (b) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific section or paragraph; (c) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase

"but not limited to;" (d) "shall," "will," "must," "agrees," and "covenants," are mandatory and "may" is permissive; and (e) "or" is not exclusive. The parties have jointly participated in the negotiation and drafting of this Agreement, and this Agreement shall be construed fairly and equally as to the parties, without regard to any rules of construction relating to the party who drafted a particular provision of this Agreement.

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

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: _____
Nelson Fialho
City Manager

Dated: _____

Approved as to form:

By: _____
Jonathan Lowell
City Attorney

"DEVELOPER"

Dated: _____

RING FINANCIAL, INC., a California
corporation

By: _____
Name: _____
Title: _____

State of California

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California

County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

**EXHIBIT A-1
TO
DEVELOPMENT AGREEMENT
FOR AUF DER MAUR/RICKENBACH SITE**

LEGAL DESCRIPTION OF PROJECT SITE

[See Attached]

**EXHIBIT A-2
TO
DEVELOPMENT AGREEMENT
FOR AUF DER MAUR/RICKENBACH SITE**

DIAGRAM OF PROJECT SITE

[See Attached]

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT
FOR AUF DER MAUR/RICKENBACH SITE**

**PUD DEVELOPMENT PLAN
(PUD-87)**

[See Attached]

**EXHIBIT C
TO
DEVELOPMENT AGREEMENT
FOR AUF DER MAUR/RICKENBACH SITE**

LIST OF CITY DEVELOPMENT IMPACT FEES AND EXACTIONS

[See Attached]



BUILDING PERMIT AND DEVELOPMENT FEES

July 1, 2013

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

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

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

Use	Occupancy Group	Construction Type	Rate (per Sq Ft)
Single Family Dwelling	R-3	VB	\$131.30
Private Garage	U	VB	\$47.44
Apartment Building	R-2	VB	\$117.30
Warehouse, unconditioned	S-1	IIIB	\$81.99
Office Building	B	VB	\$150.89
Retail Store	M	VB	\$113.72
Restaurant	A-2	VA	\$147.85

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

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

*or fraction thereof over initial base amount

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

First, calculate the total valuation
 2500 x \$131.30/sf: **\$328,250.00** dwelling
 650 x \$47.44/sf: + **\$30,835.00** garage
 Total valuation **\$359,086.00**

Then, calculate fees
 Building Permit fee, based on \$359,086.00:
 [\$993.75 + (260² x \$5.60)] = **\$2,449.75**
 T-24 Energy Surcharge,
 25% * \$2449.75 = **\$612.44**
 Building Plan Review fee,
 65% * \$2,449.75 = **\$1,592.34**
 T-24 Energy Plan Review fee,
 25% * \$612.44 = **\$153.11**

a. (359,086.00 - 100,000)/1000 = 259.09*, use 260

2. **Title 24 Energy Code Surcharge.** A 25% surcharge fee to both the permit and plan review is assessed on all building areas containing space subject to the provisions of the California Energy Code.
3. **Disabled Access Surcharge.** This 15% surcharge to the Building Permit Fee is assessed to all permits for projects which are required to be accessible, public buildings, commercial and multi-family residential buildings.
4. **Sub-Trades: Electrical, Plumbing and Mechanical Permit Fees.** Stand alone electrical, mechanical or plumbing (sub-trades) permit fees are assessed on a per item basis, as shown on pages 8-10. Sub-trade fees for all new residential construction are assessed on a cost per square foot basis. All building permits with associated sub-trades are assessed a single sub-trade permit fee, 25% of the building permit fee, covering all electrical, mechanical and/or plumbing work.
5. **Plan Review Fees.** Plan review fees are collected for all applicable plan reviews that apply to any given project. Fees for the initial plan review of buildings, structures and fire sprinkler systems are a percentage of the Building Permit Fee that was calculated in step number 1 above. Fees for revisions to previously approved plans are based upon the time needed for review at the current rate of the reviewer, with a minimum charge of one hour plus administrative charges.
Note: A fast-track plan review is available for most reviews. Please contact the Building Division for specific details.
 - Building Code plan review: 65% of the Building Permit fee, \$98.48 minimum.
 - Sub-Trades plan review: 25% of the Building Code plan review fee.
 - Fire Department Life Safety/Egress plan review: 25% of the Building Permit fee.
 - Green Building plan review (projects subject to Green Building Standards), \$295.44 minimum.
6. **Fire Sprinkler Plan Check and Permit Fee.** Fire Sprinkler plan review and permit fees are paid at the time of submittal in the Permit Center. These fees are based on the cost of the sprinkler system for new construction and alteration, and are calculated in the same manner as Items 1 & 5 above, but use a valuation factor of **\$4.45** per square foot. The minimum plan check fee is **\$98.48**, based upon the current plan review rate of our consultants.
Note: The contract price is used for valuation to determine plan check and permit fees for small alterations to existing systems where fewer than five heads are added or relocated.
7. **Fire Alarm Plan Check and Permit Fee.** The minimum fee for fire alarm system installations and alterations is **\$275.00**, collected at the time of submittal for plan review. The Fire Alarm Permit fee is based on the number of hours the Fire Department estimates the field inspection time will entail, plus administrative and archiving fees.
8. **Hazardous Materials Plan Check and Permit fee.** The initial plan submittal fee for the review and inspection of hazardous material installations is **\$420.00**. The Hazardous Materials Permit fee is based on the Fire Department estimate of field inspection time, plus administrative & archiving fees.
9. **On-Site Permits.** On-Site permits are required for improvements outside of structures on private property such as curb & gutter, sidewalk, pavement, underground piping, site lighting, erosion control, etc. The plan review fee is 0.6% of the estimated value of the improvements, and the onsite permit fee is 1.4% of the estimated value of the improvements.

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

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

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

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

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

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

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

Water Connection Fee

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

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

Meter Size	Meter Type	Gallons per Min	Meter Fee	Connection Fees		Total Fee (eff. 1/01/13)
				City**	Dist Zone 7*	
5/8" x 3/4"	Displacement	10	\$420	\$1,200	\$23,500	\$25,120
3/4"	Displacement	15	\$470	\$1,800	\$35,250	\$37,520
1"	Displacement	25	\$570	\$3,000	\$58,750	\$62,320
1.5"	Displacement	50	\$730	\$6,000	\$117,500	\$124,230
2"	Displacement	80	\$910	\$9,600	\$188,000	\$198,510
2"	Omni C2	160	\$1,640	\$9,600	\$376,000	\$387,240
3"	***	400	\$2,050	\$21,000	***	***
4"	***	800	\$3,280	\$60,000	***	***
6"	***	1600	\$5,330	\$120,000	***	***

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

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

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

Sewer Connection Fee

Sewer Connection fees are required for all new structures and commercial additions, and are analyzed at all changes of use in an existing building. A change in use that results in an increased demand in sewer flow or effluent type must pay the difference between the previously purchased capacity and the new required capacity.

Residential connection fees are a flat rate per dwelling unit, regardless of the size of building. All Sewer Connection Fees are based on the gallons per day of wastewater flow, and two sewage strength factors known as biochemical oxygen demand (BOD) and Suspended Solids (SS). The flow is determined by either actual water usage or the following table with some common uses (for uses not shown please contact the Building Division).

The City of Pleasanton collects sewer connection fees for the Dublin San Ramon Services District (DSRSD), which processes and treats all sewage for the City of Pleasanton.

TYPICAL WASTEWATER CHARACTERISTIC FACTORS & UNIT CONNECTION FEES <i>(rates effective 7/01/13)</i>						
	WW Strength (mg/L)		Wastewater Coefficients (gpd/sf)*	SEWER CONNECTION FEES		
	BOD	SS		DSRSD Fee	City Fee	Total Sewer Fee
Residential						
Single Family Dwelling or Townhome	229	245	220 gpd/unit	\$14,385.00	\$ 500.00	\$14,885.00
Auxiliary (Second) Dwelling Unit	229	245	88 gpd/unit	\$ 5,754.00	\$ 200.00	\$ 5,954.00
Condominium	229	245	165 gpd/unit	\$10,789.00	\$ 375.00	\$11,164.00
Apartment Unit or Mobile Home	229	245	145 gpd/unit	\$ 9,479.00	\$ 330.00	\$ 9,809.00
Non-Residential						
Bagel Shop, per sf	1,000	600	0.24	\$ 18.39	\$ 0.55	\$ 18.94
Bar, Lounge (no onsite cooking), per sf	229	245	0.35	\$ 22.88	\$ 0.80	\$ 23.68
Car wash, per sf	229	245	1.70	\$ 111.16	\$ 3.86	\$ 115.02
Coffee Shop (no onsite cooking), per sf	229	245	0.37	\$ 24.19	\$ 0.84	\$ 25.03
Day Spa, per sf	229	245	0.30	\$ 19.61	\$ 0.68	\$ 20.29
Day Care, per sf	229	245	0.10	\$ 6.54	\$ 0.23	\$ 6.77
Dental Clinic, per sf	229	245	0.14	\$ 9.15	\$ 0.32	\$ 9.47
Gyms, Health Clubs, per sf	229	245	0.42	\$ 27.46	\$ 0.95	\$ 28.41
Hair Salon, per sf	229	245	0.10	\$ 6.21	\$ 0.22	\$ 6.43
Ice Cream/Yogurt Shops, per sf	1,000	600	0.21	\$ 16.09	\$ 0.48	\$ 16.57
Care Facility, per bed	229	245	100 gpd/bed	\$ 6,538.56	\$ 227.27	\$ 6,765.83
Medical Clinic, per sf	229	245	0.37	\$ 24.19	\$ 0.84	\$ 25.03
Office Buildings, per sf	229	245	0.05	\$ 3.27	\$ 0.11	\$ 3.38
Parking Structure, covered, per sf	229	245	0.004	\$ 0.26	\$ 0.01	\$ 0.27
Pet Supplies, per sf	229	245	0.11	\$ 7.19	\$ 0.25	\$ 7.44
Pizza Take-Out only, per sf	500	275	0.26	\$ 17.88	\$ 0.59	\$ 18.47
Restaurant, Fast Food, per sf	500	275	0.60	\$ 41.25	\$ 1.36	\$ 42.62
Restaurant, Full Service, per sf	725	275	0.54	\$ 38.56	\$ 1.23	\$ 39.78
Retail/ Commercial, per sf	229	245	0.05	\$ 3.27	\$ 0.11	\$ 3.38
Sandwich Shop, per sf	229	245	0.16	\$ 10.46	\$ 0.36	\$ 10.83
Wine Tasting, per sf	229	245	0.18	\$ 11.44	\$ 0.40	\$ 11.84
Warehouse/distribution, per sf	229	245	0.03	\$ 1.96	\$ 0.07	\$ 2.03

*All Wastewater coefficients are in gallons per day per square foot (gpd/sf) unless noted otherwise.

Each GPD of Standard Strength (229 WW, 245 BOD) cost is approx. \$65.39 DSRSD Fee + \$2.27 City fee, for a total cost of \$67.66.

Lower Income Housing Fee (adjusted annually based on CPI; rates effective 1/01/13)

Residential (per dwelling unit)	
Single-family (over 1,500 sq ft)	\$10,713.00
Single-family (1,500 sq ft or less)	\$2,655.00
Multi-family (Apartment, Condominium)	\$2,655.00
Non-Residential (per square foot)	\$2.83

Public Facilities Fee (adjusted annually based on CCI; rates effective 1/01/13)

Residential	
Single-family detached	\$4,467.00
Single-family attached (Townhouse)	\$3,351.00
Multi-family (Apartment, Condominium)	\$2,736.00
Second Unit (In-law, Aupair, etc.)	\$1,795.00
Non-Residential (per square foot)	
Office	\$0.85
Research & Development	\$0.68
Light Manufacturing	\$0.51
Service/Commercial	\$0.57
Warehouse	\$0.51
Retail	\$0.56
Restaurant	\$1.15
Hotel/Motel	\$0.41

Traffic Development Fee (adjusted annually based on CCI; rates effective 1/01/13)

	City	NPID Area Only
Residential (per dwelling unit)		
Single-family detached	\$4,465.00	\$1,405.00
Single-family attached (Townhouse)	\$4,465.00	\$1,405.00
Multi-family (Apartment, Condominium)	\$3,125.00	\$983.00
Second Unit (In-law, Aupair, etc.)	\$1,786.00	\$563.00
Non-Residential (per square foot)		
Office	\$5.94	\$1.88
Commercial/Retail	\$12.49	\$3.93
Industrial	\$4.46	\$1.41
Other (per trip) — Consult Traffic Engineer	\$4,465.00	\$1,405.00

Tri-Valley Transportation Committee Fee (3rd party fee collected for TVTC; rates effective 3/01/13)

Residential (per dwelling unit)	
Single-family detached	\$2,313.00
Single-family attached (Townhouse)	\$2,313.00
Multi-family (Apartment, Condominium)	\$1,472.00
Second Unit (In-law, Aupair, etc.)	\$631.00
Non-Residential (per square foot)	
Office, gross floor area	\$4.15
Retail, gross floor area	\$1.54
Industrial, gross floor area	\$2.80
Other Uses, per average am/pm peak hour trip	\$2,313.00

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

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

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

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

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

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

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

School Impact Fee

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

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

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

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

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

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

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

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

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

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

Downtown Revitalization District Parking In-Lieu Fee **\$17,727.78/ parking space**

(When development within District cannot meet the onsite parking requirements, rate effective 4/01/13)

Vineyard Ave Corridor Specific Plan **\$40,845-\$68,518/ unit**

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

North Sycamore Area Development Impact Fee **\$8,912-\$32945.28/ lot**

(Proportional share of costs, collected prior to Final Map or building permit, expires 3/05/2014)

City of Pleasanton Authorized Plan Check Consultants

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

Over-the-counter plan review appointments for smaller projects are scheduled on Tuesday & Thursday mornings by calling 925-931-5300. All others must be submitted for plan review by all applicable parties.

All plans and supporting documents must first be submitted to the City of Pleasanton Permit Center. All applicable plan review fees must be paid at the time of submittal, and in no case prior to review by any party. Plan review turn-around time is typically 10 working days for small jobs, 15 working days for additions, alterations and Tenant Improvements, and 25 working days for new construction or unusually complex projects.

Expedited plan review is based upon the availability of plan review personnel, and the applicant must contact the assigned reviewer (in-house or consultant) directly. The expedited plan review fee must be paid in advance. When utilizing a consultant for expedited or third party review, the additional or expedited fee is negotiated between the applicant and the consultant.

After the final review is completed, plans are returned to the Permit Center, and may take up to two working days for processing prior to permit issuance. Additional Permit Center staff time may also be required if all required information is not submitted by the applicant.

4Leaf, Inc.

2110 Rheem Dr.
Suite A
Pleasanton, CA 94588
(925) 462-5959

Interwest Consulting Group (ICG)

6280 W. Las Positas Blvd.
Suite 220
Pleasanton, CA 94566
(925) 462-1114

RKA Associates

2358 Fish Creek Place
Danville, CA 94506
(925) 820-4816

Note: All the fees in this handout are typical estimates of fees collected by the Building and Safety Division. Actual fees will be determined at the time of application submittal and permit issuance. In addition, there may be fees for your project required by the Public Works/Engineering Division (925-931-5650) and/or Planning Divisions (925-931-5600). Contact those divisions directly for more information.

California state law requires that School Impact fees must be paid before building permits may be issued for additions and new construction exceeding 500 square feet. A receipt from the school district must be presented to the Building and Safety Division Counter before a permit will be issued. Call the Pleasanton Unified School District for appointments & fee estimates at 925-462-5500.

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

PLUMBING PERMIT FEE WORKSHEET

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

MECHANICAL PERMIT FEE WORKSHEET

ITEM	UNIT PRICE
Filing fee for a Mechanical Permit not included with an associated Building Permit	\$23.50
New Single-Family Dwelling Mechanical Permit fee Buildings up to 2,999 sf Buildings 3000sf or more	\$0.043 per square foot \$0.051 per square foot
New Multi-Family Mechanical Permit fee	\$0.061 per square foot
Mechanical Plan Review Fee	25% of Mechanical Permit fee, minimum one-hour, \$98.48
Additional Plan Review (more than one initial recheck, or for revisions to previously approved plans)	Minimum one-hour, \$98.48, or based upon review time multiplied by the current reviewer rate, plus a \$20.00 admin fee
Air handling units Up to 10,000 cfm Over 10,000 cfm	\$10.65 each \$18.10 each
Appliance vents	\$7.25 each
Boilers, Compressors, Absorption Systems Up to 3 HP (≤ 100 kBTU) Over 3 and up to 15 HP (≤ 500 kBTU) Over 15 and up to 30 HP (≤ 1 mBTU) Over 30 and up to 50 HP (≤ 1.75 mBTU) Over 50 HP (> 1.75 mBTU)	\$14.70 each \$27.15 each \$37.25 each \$55.45 each \$92.65 each
Cooling units, Refrigeration units	\$13.70 each
Ducting Flex duct Rigid duct	\$35.20 per floor level \$56.00 per floor level
Exhaust hoods	\$10.65 each
Factory built fireplaces	\$10.40 each
Furnaces (forced air, wall or floor type) Up to 99 kBTU 100 kBTU or more	\$14.80 each \$18.20 each
Heat pumps	\$15.20 each
Miscellaneous Appliances or Equipment	\$10.65 each
Miscellaneous ventilation systems	\$10.65 each
Suspended or recessed heaters	\$14.80 each
Variable Air Volume boxes (VAV)	\$15.20 each
Vent fans	\$7.25 each
Wood burning stoves	\$40.00 each

ELECTRICAL PERMIT FEE WORKSHEET

ITEM	UNIT PRICE
Filing fee for an Electrical Permit not included with an associated Building Permit	\$23.50
New Single-Family Dwelling Electrical Permit Fee	\$0.056 per square foot
New Multi-Family Electrical Permit Fee	\$0.050 per square foot
Electrical Plan Review Fee	25% of Electrical Permit fee, minimum one-hour, \$98.48
Additional Plan Review (more than one initial recheck, or for revisions to previously approved plans)	Minimum one-hour, \$98.48, or based upon review time multiplied by the current reviewer rate, plus a \$20.00 admin fee
Appliances	\$4.75 each
Busways	\$7.25 per 100 lineal feet
General Circuits	\$5.25 per circuit
Generators (under 10 kVA)	\$23.50 each
Lighting Fixtures	
First 20 fixtures	\$1.10 each
Fixtures exceeding 20	\$0.73 each
Miscellaneous Electrical Apparatus	\$18.20 each
Motors or Generators	
Up to 1 HP (≤ 1 kVA)	\$4.75 each
Up to 10 HP (≤ 10 kVA)	\$12.30 each
Up to 50 HP (≤ 50 kVA)	\$24.60 each
Up to 100 HP (≤ 100 kVA)	\$49.50 each
Over 100 HP (> 100 kVA)	\$74.50 each
Photo-Voltaic Systems, Residential	
Up to 15kW	\$150.00, plus one-hour plan review fee
Over 15kW	\$400.00, plus \$15 per additional kW above 15, and one-hour plan review fee
Photo-Voltaic Systems, Non-Residential	
Up to 50kW	\$250 min, \$16 per kW, plus two-hour plan review fee
Over 50kW	\$12 per kW, plus \$5 per additional kW above 50, and four-hour plan review fee
Receptacles, Switches, Other Outlets	
First 20 outlets	\$1.10 each
Outlets exceeding 20	\$0.73 each
Electrical panels	
Up to 199 amp (under 600 volts)	\$30.50 each
Up to 999 amp (under 600 volts)	\$62.15 each
1000 amp or more (under 600 volts)	\$124.30 each
Panelboards over 600 v	\$124.30 each
Signs, marquees	\$24.60 each
Private Spa or Swimming Pool	\$49.50 each
Temporary Power (Pole or Pedestal)	\$23.50 each
Temporary Power Distribution (for construction sites, seasonal lots, etc., per pole or pedestal)	\$12.30 each
Transformers	\$66.50 each

REVISED: July 1, 2013; March 1, 2013; January 1, 2013; March 1, 2012; January 1, 2012; Oct. 6, 2011; July 1, 2011; March 1, 2011; January 1, 2011; November 15, 2010; August 1, 2010; July 1, 2010; Feb 24, 2010; Jan 1, 2009; Oct 30, 2008; July 1, 2008; Jan 1, 2008; Dec. 10, 2007; Jan. 3, 2007; Jan 1, 2007; Dec 1, 2006; Nov 13, 2006; July 14, 2006; Jan 3, 2006; July 14, 2005; Nov 7, 2004; July 2, 2004; May 10, 2004; March 3, 2003; Jan 31, 2004; April 12, 2002; March 15, 2002; Sept. 6, 2001; Jan. 5, 2001.

Auf der Maur Project Building Fee Estimate

**ESTIMATE
ONLY**

Application Name	Auf der Maur Retail Fee Estimate
Application Type	Building/Building/Commercial/New Construction
Detailed Description	Major 1 Building: 14,648 sf, Shops 1 Building: 10,240 sf, Shops 2 Building: 7,116 sf, Pad 1 Building: 3,165 sf.

<input type="checkbox"/>	Occupancy	Unit Type	Unit Amount	Unit	Unit Cost	Job Value
<input type="checkbox"/>	Stores (M)	Type VB	3165	SQ FT	\$ 113.72	\$359,023.80
<input type="checkbox"/>	Stores (M)	Type VB	7116	SQ FT	\$ 113.72	\$809,231.52
<input type="checkbox"/>	Stores (M)	Type VB	10240	SQ FT	\$ 113.72	\$1,164,492.80
<input type="checkbox"/>	Stores (M)	Type VB	14648	SQ FT	\$ 113.72	\$1,665,770.56
Total Job Value:						\$3,999,418.68

Record ID: 13EST-000068						
<input type="button" value="Menu"/> <input type="button" value="Add"/> <input type="button" value="Delete"/> <input type="button" value="ReCalc"/> <input type="button" value="Cancel"/> <input type="button" value="Help"/>						
Fee Calc. Factor:		Job Value(Calculator)\$3,999,418.68		Fee Total		\$817,796.66
<input type="checkbox"/>	Fee Code	Fee Item	Fees	Notes	Quantity	Unit
<input type="checkbox"/>	BF001	Permit Fee, Building	\$16,558.75		1	Each
<input type="checkbox"/>	BF002	Permit Fee, Title 24 Surcharge	\$4,139.69		1	Each
<input type="checkbox"/>	BF003	Permit Fee, Accessibility Surcharge	\$2,483.81		1	Each
<input type="checkbox"/>	BF006	Plan Review, Building	\$10,757.03		1	Each
<input type="checkbox"/>	BF007	Plan Review, Title 24	\$2,690.80		1	Each
<input type="checkbox"/>	BF008	Plan Review, Building/Fire Review	\$4,139.69		1	Each
<input type="checkbox"/>	BF029	Archiving Fee, per plan sheet	\$200.00	Estimate, \$2/page.	100	Each
<input type="checkbox"/>	BF030	Archiving Fee, per document page	\$25.00	Estimate, \$0.25/page.	100	Each
<input type="checkbox"/>	BF033	SMP Non-Residential	\$639.88		1	Each
<input type="checkbox"/>	BF034	LEED: Revolving Fund surcharge	\$100.00		1	Each
<input type="checkbox"/>	BF035	Plan Review, Green Building	\$295.44		3	Each
<input type="checkbox"/>	BF041	Permit Fee, Elect. Mech & Plmg	\$4,139.69		1	Each
<input type="checkbox"/>	BF045	Plan Review, Elect. Mech & Plmg	\$2,690.75		1	Each
<input type="checkbox"/>	BF123	Permit Fee, Fire Sprinkler	\$1,312.95	\$4.45/sf valuation.	1,312.95	Each
<input type="checkbox"/>	BF124	Plan Review, Fire Sprinkler	\$853.51	65% of FS Permit Fee	853.51	Each
<input type="checkbox"/>	DF016	Retail Public Facilities Fee	\$18,894.84	Total Building Area.	35,169	Sq Ft
<input type="checkbox"/>	DF038	Commercial/Retail Traffic Fee	\$439,260.81	Total Building Area.	35,169	Sq Ft
<input type="checkbox"/>	DF048	Retail TVTC Fee	\$54,160.26	Total Building Area.	35,169	Sq Ft
<input type="checkbox"/>	DF061	GIS Mapping Fee, Site	\$389.22	Site Data - Retail.	194.611	Sq Ft
<input type="checkbox"/>	DF062	Impervious Drainage Fee, Zone 7	\$134,038.00	Supplied by Ken Busch.	134,038	Sq Ft
<input type="checkbox"/>	SF110	Sewer Connection Fee, City by GPD	\$3,991.68	35,169 sf @ 0.05 gpd/sf.	1,758.45	Gal/Day
<input type="checkbox"/>	SF120	Sewer Connection Fee, DSRSD by GPD	\$114,985.05	35,169 sf @ 0.05 gpd/sf.	1,758.45	Gal/Day

ESTIMATE ONLY

Application Name
Auf der Maur Alt Retail Fee Estimate
Application Type
Building/Building/Commercial/New Construction
Detailed Description
Major 1 Building: 20,400 sf; Shops 1 Building: 8,100 sf; Shops 2 Building: 7,116 sf; Pad 1 Building: 3,165 sf.

<input type="checkbox"/>	Occupancy	Unit Type	Unit Amount	Unit	Unit Cost	Job Value
<input type="checkbox"/>	Stores (M)	Type VB	20400	SQ FT	\$ 113.72	\$2,319,888.00
<input type="checkbox"/>	Stores (M)	Type VB	8100	SQ FT	\$ 113.72	\$921,132.00
<input type="checkbox"/>	Stores (M)	Type VB	7116	SQ FT	\$ 113.72	\$809,231.52
<input type="checkbox"/>	Stores (M)	Type VB	3165	SQ FT	\$ 113.72	\$359,923.80
Total Job Value:						\$4,410,175.32

Record ID: 13EST-000069						
<div style="display: flex; justify-content: space-between; align-items: center;"> Menu ▾ Add Delete ReCalc Cancel Help </div>						
Fee Calc. Factor: Job Value(Calculator)\$4,410,175.32 Fee Total: \$887,276.86						
<input type="checkbox"/>	Fee Code	Fee Item	Fees	Notes	Quantity	Unit
<input type="checkbox"/>	BF001	Permit Fee, Building	\$18,058.90		1	Each
<input type="checkbox"/>	BF002	Permit Fee, Title 24 Surcharge	\$4,514.73		1	Each
<input type="checkbox"/>	BF003	Permit Fee, Accessibility Surcharge	\$2,708.84		1	Each
<input type="checkbox"/>	BF006	Plan Review, Building	\$11,731.10		1	Each
<input type="checkbox"/>	BF007	Plan Review, Title 24	\$2,034.67		1	Each
<input type="checkbox"/>	BF008	Plan Review, Building/Fire Review	\$4,514.73		1	Each
<input type="checkbox"/>	BF029	Archiving Fee, per plan sheet	\$200.00	Estimate, \$2/page.	100	Each
<input type="checkbox"/>	BF030	Archiving Fee, per document page	\$25.00	Estimate, \$0.25/page.	100	Each
<input type="checkbox"/>	BF033	SMIP Non-Residential	\$926.14		1	Each
<input type="checkbox"/>	BF034	CBSC Revolving Fund Surcharge	\$177.00		1	Each
<input type="checkbox"/>	BF035	Plan Review, Green Building	\$295.44		3	Each
<input type="checkbox"/>	BF041	Permit Fee, Elect, Mech & Piping	\$4,514.73		1	Each
<input type="checkbox"/>	BF045	Plan Review, Elect, Mech & Piping	\$2,023.25		1	Each
<input type="checkbox"/>	BF123	Permit Fee, Fire Sprinkler	\$1,402.55	\$4.45/sf valuation.	1,402.55	Each
<input type="checkbox"/>	BF124	Plan Review, Fire Sprinkler	\$911.75	65% of FS Permit Fee.	911.75	Each
<input type="checkbox"/>	DF016	Retail Public Facilities Fee	\$21,717.36	Total Building Area.	38,781	Sq Ft
<input type="checkbox"/>	DF038	Commercial/Retail Traffic Fee	\$484,374.69	Total Building Area.	38,781	Sq Ft
<input type="checkbox"/>	DF048	Retail TVTC Fee	\$59,722.74	Total Building Area.	38,781	Sq Ft
<input type="checkbox"/>	DF061	GIS Mapping Fee, Site	\$369.22	Site Data - Retail	194,611	Sq Ft
<input type="checkbox"/>	DF062	Impervious Drainage Fee, Zone 7	\$134,038.00	Supplied by Ken Busch.	134,038	Sq Ft
<input type="checkbox"/>	SF110	Sewer Connection Fee, City by GPD	\$4,401.64	38,781 sf @ 0.05 gpd/sf.	1,939.05	Gall/Day
<input type="checkbox"/>	SF120	Sewer Connection Fee, DSRDD by GPD	\$126,794.48	38,781 sf @ 0.05 gpd/sf.	1,939.05	Gall/Day

ESTIMATE ONLY

Application Name
Auf der Maar Residential Fee Estimate

Application Type
Building/Building/Residential New Construction

Detailed Description
345 total residential units.
Cluster 1: Eight residential buildings, total 117,382 sf, Garages total 26,392 sf

Cluster 2: Building A, 188857 sf, 2178 sf Leasing/Business Center & 1,988 sf Community Room, 1,315 Fitness Center, 75,419 sf Garage

Cluster 3: Eight residential buildings, total 109,470 sf, Garages total 19,392 sf

<input type="checkbox"/>	Occupancy	Unit Type	Unit Amount	Unit	Unit Cost	Job Value
<input type="checkbox"/>	Apartment Houses (R-2)	Type V - Wood Frame	109470	SQ FT	\$ 117.30	\$12,840,831.00
<input type="checkbox"/>	Apartment Houses (R-2)	Type V - Wood Frame	117382	SQ FT	\$ 117.30	\$13,768,908.60
<input type="checkbox"/>	Apartment Houses (R-2)	Type V - Wood Frame	188857	SQ FT	\$ 117.30	\$22,152,928.10
<input type="checkbox"/>	Apartment Houses (R-2)	Type I - Basement Garage	75419	SQ FT	\$ 82.17	\$6,197,179.23
<input type="checkbox"/>	Assemblies (A-1, A-3)	Type VB	1988	SQ FT	\$ 134.46	\$267,306.48
<input type="checkbox"/>	Assemblies (A-1, A-3)	Type VB	1315	SQ FT	\$ 134.46	\$176,814.90
<input type="checkbox"/>	Offices** (B)	Type VB	2178	SQ FT	\$ 150.89	\$328,638.42
<input type="checkbox"/>	Private Garages (U)	Wood Frame	45784	SQ FT	\$ 47.44	\$2,171,992.96
Total Job Value:						\$57,904,597.69

Record ID: 13EST-000065

Menu

Fee Calc. Factor: Job Value(Calculator)\$57,904,597.69 Fee Total \$9,875,998.54

<input type="checkbox"/>	Fee Code	Fee Item	Fees	Notes	Quantity	Unit
<input type="checkbox"/>	BF001	Permit Fee - Building	\$213,312.00		1	Each
<input type="checkbox"/>	BF002	Permit Fee - Title 24 Surcharge	\$53,328.00		1	Each
<input type="checkbox"/>	BF003	Permit Fee - Accessibility Surcharge	\$31,996.80		1	Each
<input type="checkbox"/>	BF006	Plan Review - Building	\$138,511.88		1	Each
<input type="checkbox"/>	BF007	Plan Review - Title 24	\$34,663.20		1	Each
<input type="checkbox"/>	BF008	Plan Review - Building/Fire Review	\$53,328.00		1	Each
<input type="checkbox"/>	BF029	Archiving Fee - per plan sheet	\$400.00	Estimate, \$2/page	200	Each
<input type="checkbox"/>	BF030	Archiving Fee - per document page	\$50.00	Estimate, \$0.25/page	200	Each
<input type="checkbox"/>	BF032	SMP Residential	\$5,790.46		1	Each
<input type="checkbox"/>	BF034	CRSC Revolving Fund Surcharge	\$2,317.00		1	Each
<input type="checkbox"/>	BF035	Plan Review - Green Building	\$295.44		3	Each
<input type="checkbox"/>	BF045	Plan Review - Elect, Mech & Plmg	\$34,484.71		1	Each
<input type="checkbox"/>	BF123	Permit Fee - Fire Sprinkler	\$11,744.40	Based on \$4.45/sf valuation.	11,744.4	Each
<input type="checkbox"/>	BF124	Plan Review - Fire Sprinkler	\$7,631.00	65% of FS Permit fee.	7,631	Each
<input type="checkbox"/>	DF002	Multi-family in-Lieu Park Dedication Fee	\$2,749,305.00		345	Units
<input type="checkbox"/>	DF005	Multi-family Public Facilities Fee	\$943,920.00		345	Units
<input type="checkbox"/>	DF011	Office Public Facilities Fee	\$1,851.30	Leasing/Business Center	2,178	Sq Ft
<input type="checkbox"/>	DF014	Service/Commercial Public Facilities Fee	\$1,882.71	Community Room, Fitness Center	3,303	Sq Ft
<input type="checkbox"/>	DF032	Multi-family Traffic Fee	\$1,078,125.00		345	Units
<input type="checkbox"/>	DF044	Multi-family TVTC Fee	\$507,840.00		345	Units
<input type="checkbox"/>	DF051	GIS Mapping Fee - Site	\$1,392.87	From Project Data block.	696,433	Sq Ft
<input type="checkbox"/>	DF082	Impenious Drainage Fee - Zone 7	\$435,899.00	Supplied by Ken Busch.	435,899	Sq Ft
<input type="checkbox"/>	EF002	Multi-Family Electrical	\$30,119.85	Total sf.	602,393	Sq Ft
<input type="checkbox"/>	MF007	Multi-family Mechanical	\$36,745.97	Total sf.	602,393	Sq Ft
<input type="checkbox"/>	PLF007	Multi-family Plumbing	\$80,118.27	Total sf.	602,393	Sq Ft
<input type="checkbox"/>	SF009	Sewer Fee - Apartment, Mobile Home, Cb	\$113,850.00		345	Units
<input type="checkbox"/>	SF010	Sewer Fee - Apartment, Mobile Home, DSRSD	\$3,270,255.00		345	Units
<input type="checkbox"/>	SF110	Sewer Connection Fee - Cb by GPD	\$1,236.02	Leasing, Fitness, Comm Room & Garage.	544.5	Gal/Day
<input type="checkbox"/>	SF120	Sewer Connection Fee - DSRSD by GPD	\$35,604.86	Leasing, Fitness, Comm Room & Garage.	544.5	Gal/Day

**EXHIBIT D
TO
DEVELOPMENT AGREEMENT
FOR AUF DER MAUR/RICKENBACH SITE**

PARTIAL LIST OF PERMITTED RETAIL USES

The uses for the Planned Unit Development – Commercial (PUD-C) zoned portion of the property shall be the permitted and conditionally permitted uses of the C-N (Neighborhood-Commercial) District. Notwithstanding the permitted and conditionally permitted uses in the C-N District, the following uses shall be permitted on the Planned Unit Development – Commercial (PUD-C) zoned portion of the property:

Building materials sales, including showrooms, shops, and stores with ancillary design services and indoor display and storage only.

Carpet, drapery and floor-covering stores, with design services.

Gymnasiums and health clubs including massage services of three or fewer massage technicians at any one time. Massage establishments within gymnasiums and health clubs shall meet the requirements of Chapter 6.24. This use is limited to individual tenant spaces less than 5,000-square-feet in buildings identified as Retail Shops 1 and Retail Shops 2 on Exhibit B.

Food market including supermarkets, convenience markets and specialty stores. The hours of operation for a convenience market shall be limited to 5:00 a.m. to 11:00 p.m.

Drugstore and prescription pharmacies with 24-hour drive-through operation. Drive-through sales shall be limited to prescription medications only.

Furniture stores.

Interior decorator shops and design services, including showrooms.

Electronic retail sales with no repair services, of telephones, pagers, cellular telephones, personal computers and software, televisions, radios, stereos, and similar items.

Kitchen supply stores and accessories with ancillary demonstration, classes, and cutlery sharpening.

Medical offices including dental, optometry, chiropractic and other such uses typically found in neighborhood shopping centers. Total square footage of medical office tenants in the subject shopping center shall not exceed 5,000 square feet.

Wine shops and tasting rooms for wineries, excluding liquor stores.

RESOLUTION NO. 13-___

RESOLUTION APPROVING GROWTH MANAGEMENT AGREEMENT FOR PUD-87 AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City has approved PUD-87 for a high-density residential/commercial development (“the Project”); and

WHEREAS, Ordinance 2054 of the City of Pleasanton sets forth a Growth Management Program (at Chapter 17.36 of the Pleasanton Municipal Code) which authorizes the City to enter into agreements with developers to achieve orderly growth rates for residential development; and

WHEREAS, Ordinance 2054 states that for the current Regional Housing Needs Allocations (RHNA) cycle (the fifth cycle, ending June 30, 2014), the annual Growth Management unit allocation shall be equal to the number of units required to meet the City’s RHNA for the fifth cycle; and

WHEREAS, the Project’s units would be used to meet the RHNA for the fifth cycle; and

WHEREAS, a duly noticed hearing concerning the Growth Management Agreement was held by the City Council on August 6, 2013; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into a Growth Management Agreement for the above referenced PUD.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES RESOLVE, DECLARE, DETERMINE, AND ORDER THE FOLLOWING:

SECTION 1. Approves the Growth Management agreement for PUD-87 in substantially the same form as the agreement attached hereto as Exhibit A, which is incorporated herein by this reference, and authorizes the City Manager to sign the agreement when approved as to final form by the City Attorney.

SECTION 2. This resolution shall become effective immediately upon the effective date of the ordinance approving the PUD development plan for this project.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on _____, 2013.

I, Karen Diaz, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on the ___ day of ___ 2013, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Jonathan P. Lowell, City Attorney

EXHIBIT A

GROWTH MANAGEMENT AGREEMENT

THIS GROWTH MANAGEMENT AGREEMENT is made and entered into on the _____ day of _____, 2013, between **RING FINANCIAL, INC**, a California corporation, ("Developer"), and the **CITY OF PLEASANTON**, a municipal corporation ("City").

RECITALS:

A. Developer owns a legal or equitable interest in real property ("the Subject Property") in the City of Pleasanton.

B. The City has granted to Developer development plan approval (PUD-87) for a high-density residential/commercial development ("the Project").

C. The residential units are being developed consistent with the Housing Site Development Standards and Design Guidelines.

D. City may enter into growth management agreements with project developers under the City's Growth Management Ordinance.

E. City and Developer wish to enter into a growth management agreement in order to achieve the benefits of the Project to City and its residents and in accordance with the purposes of the City's Growth Management Ordinance.

NOW, THEREFORE, in consideration of the mutual promises expressed herein, City and Developer hereby agree as follows:

I. GROWTH MANAGEMENT APPROVAL

A. City hereby grants growth management approval to the Project for 345 units in 2014. If Developer does not pull building permits for all 345 units in 2014, Developer may pull building permits in the year or years following 2014 until Developer has pulled building permits for all 345 units.

B. Developer will use its best efforts to project the year or years in which it will obtain building permits as provided in this Agreement and will keep the City informed of the year or years in which Developer estimates that it will obtain such building permits so that the City may allocate growth management approvals for other developers in order to accommodate Developer's development schedule.

II. PROJECT CONDITION

Nothing herein shall reduce any obligation of Developer required as a condition of any other approvals granted by the City.

III. SUCCESSORS IN INTEREST

This Agreement shall run with the land and be binding upon and inure to the benefit of Developer and its heirs, assigns, and successors in interest that have an interest in the Subject Property, except for the purchasers of individual units within the Project.

THIS AGREEMENT is entered into as of the day and year first above written.

DEVELOPER:

RING FINANCIAL, INC.,
a California corporation

By: _____

CITY:

CITY OF PLEASANTON,
a Municipal Corporation

By: _____
Nelson Fialho, City Manager

ATTEST:

Karen Diaz, City Clerk

APPROVED AS TO FORM:

Jonathan P. Lowell, City Attorney